

A G E N D A

City Council Meeting

Monday, August 21, 2023 – 6:00 p.m.

➤ **OPENING**

- **Call to Order**
- **Invocation**
- **Pledge of Allegiance**
- **Roll Call**
- **Presentation: Proclamation recognizing the 40th anniversary of the Coastal Empire Habitat for Humanity.**

➤ **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 (Flavors Restaurant & Cocktails):** Receipt of public comment on an alcoholic beverage license application made by Deidrick Cody to sell spirituous liquors (by the drink), wines, beer, and/or malt beverages at Flavors Restaurant and Cocktails, 4021 Augusta Road, Garden City, Georgia.
- **Alcoholic Beverage License Application (El Guero Mexican Restaurant):** Receipt of public comment on an alcoholic beverage license application made by Gilberto Castiblanco to sell spirituous liquors (by the drink), beer, and/or malt beverages at El Guero Mexican Restaurant, 4608 Augusta Road, 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**

- Consider the minutes from the July 17th Pre-Agenda Session, City Council Minutes, and August 14th Workshop.

City Manager's Report

- Staff reports are included with the agenda packet.
- Updates and announcements

➤ **ITEMS FOR CONSIDERATION**

- **Ordinance – Prohibiting the Possession of Firearms in Parks:** An ordinance amending Chapter 60 (Parks and Recreation) of the Code of Ordinances for the City of Garden City, Georgia, so as to amend Chapter 60, Code Section 60-5, entitled “Parks and Recreation: Firearms; Weapons; Tools” to ensure that said section is in compliance with State Law.
- **Resolution – Chatham County SWAT Memorandum of Understanding:** A resolution approving a Memorandum of Understanding between the Chatham County Sheriff's Office, the Chatham County Police Department, and Garden City, Georgia, for membership on the Chatham County Special Weapons and Tactics Team (SWAT); to authorize the City's Police Chief to execute the Memorandum of Understanding.
- **Resolution – Public Safety & Community Violence Reduction Grant Program (Personnel):** A resolution accepting a grant from the Governor's Office of Planning and Budget on behalf of the State of Georgia in the amount of \$1,006,814 with no match required under the Public Safety and Community Violence Reduction Grant Program, for the purpose of funding the salary of three (3) certified police officers for service on the Police Department's Crime Suppression Unit through October 31, 2026; to authorize the Police Chief to execute the grant project agreement; to amend the budget for fiscal year 2023 to reflect an increase in revenue and expenses in connection with the funding and hiring of the police officers.
- **Resolution – Public Safety & Community Violence Reduction Grant Program (Flock Cameras):** A resolution accepting a grant from the Governor's Office of Planning and Budget on behalf of the State of Georgia in the amount of \$157,080 with no match required under the Public Safety and Community Violence Reduction Grant Program, for the purpose of funding the lease acquisition of eight (8) Flock Falcon automated license plate readers and one (1) Flock Raven gunshot detection device through October 31, 2026; to authorize the Police Chief to execute the grant project agreement; to amend the budget for fiscal year 2023 to reflect and increase in revenue and expenses in connection with the funding and leasing of the new equipment and technology.
- **Resolution – Flock Cameras Purchase Agreement:** A resolution authorizing the purchase and installation of twenty-four (24) Falcon automated license plate readers and two (2) Raven gunshot detection devices, and related equipment, from Flock Group, Inc.
- **Resolution – Axon Police Body & Vehicle Cameras Purchase Agreement:** A resolution to accept the proposals of Axon Enterprises, Inc., to sell the City five (5) police body cameras and five (5) police vehicle cameras and to authorize the City Manager to sign on behalf of the City, the purchase agreements with Axon Enterprises, Inc., for the equipment.

- **Resolution – FY2024 ARPA Fund Budget Police Vehicles:** A resolution to authorize the Chief of Police to solicit quotations for the purchase of six (6) police vehicles (together with associated equipment) and to authorize the City Manager to sign a purchase order with the vendor having the lowest and most responsible proposal which is within the range of pricing established by the Georgia Statewide Contract for police vehicles, and which does not exceed the proposed FY2024 budgeted amount of \$450,000.
- **Resolution – Ladder Truck Emergency Repairs:** A resolution to approve the emergency repairs to the City's Ladder Fire Truck from Ten-8 Fire & Safety, LLC, totaling \$30,228.60.
- **Resolution – FY2024 SPLOST Fund Budget Fire Vehicles:** A resolution to authorize the City's Fire Chief to solicit quotations for the purchase of three (3) vehicles (together with associated equipment) and to authorize the City Manager to sign a purchase order with the vendor having the lowest and most responsible proposal which is within the range of pricing established by the Georgia Statewide Contract for emergency vehicles, and which does not exceed the proposed FY2024 budgeted amount of \$180,000.
- **Resolution – FY2024 ARPA Fund Ladder/Aerial Truck & Fire Engine:** A resolution authorizing a commitment to purchase a Pierce-Custom Ladder/Aerial Fire Truck and a Pierce-Custom Fire Engine, and related equipment and service guarantees, from Ten-8 Fire & Safety, LLC, through either the State of Georgia Cooperative Purchasing Program or through the City's own competitive bidding process.
- **Resolution – CenterPoint Development Agreement:** A resolution authorizing Garden City, Georgia, to enter into a development agreement with CenterPoint Fawcett Tract LLC for the development of a 68.556-acre tract located southwest of the Anderson Street Extension off of U.S. Highway 80; to authorize the City Manager to execute an agreement for said development.
- **Alcoholic Beverage License Application (Flavors Restaurant & Cocktails):** Consideration of an alcoholic beverage license application made by Deidrick Cody to sell spirituous liquors (by the drink), wines, beer and/or malt beverages at Flavors Restaurant and Cocktails, 4021 Augusta Road, Garden City, Georgia.
- **Alcoholic Beverage License Application (El Guero Mexican Restaurant):** Consideration of an alcoholic beverage license application made by Gilberto Castiblanco to sell spirituous liquors (by the drink), beer, and/or malt beverages at El Guero Mexican Restaurant, 4608 Augusta Road, Garden City, Georgia.

➤ **ADJOURN**

PROCLAMATION

WHEREAS, Coastal Habitat for Humanity will be celebrating its 40th anniversary of serving the Chatham County community as a homeownership ministry dedicated to the building of a community composed of people from all backgrounds and walks of life; and,

WHEREAS, Coastal Habitat for Humanity strives to eliminate substandard housing by providing affordable shelter to those in need in Chatham County; and,

WHEREAS, Coastal Habitat for Humanity, through partnerships with homeowners, volunteers, and sponsors, not only builds houses, but builds homes, relationships, and neighborhoods where families in our local communities are offered a better life; where children are safe; where property values increase and crime is reduced; and where dreams of home ownership can become a reality; and,

WHEREAS, there are many such havens in Chatham County because of the vision of Coastal Habitat for Humanity founders; 150 houses in Chatham County, Georgia having been completed by Coastal Habitat for Humanity since 1983; and,

WHEREAS, Coastal Habitat for Humanity's ReStore collects donations from friends of our community of household goods, furniture and construction materials and sells these used items at affordable prices providing Coastal Habitat for Humanity with a steady source of income, preventing, through such recycling, more than 50 tons of materials from being dumped in the Chatham County landfills annually;

NOW, THEREFORE, the Mayor and City Council of Garden City urge all members of the community to join Coastal Habitat for Humanity in this year's celebration of its 40th anniversary and to honor our community's contribution.

IN WITNESS WHEREOF, the undersigned Mayor of Garden City, Georgia, has hereunto set his hand and caused the seal of the City to be affixed hereto this the _____ day of August, 2023.

Bruce Campbell, Mayor

ATTEST:

Rhonda Ferrell- Bowles, Clerk of Council



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: 5/16/23

For the Year: 2023
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: \$ 3,735

Business Information

Business Name: Flavors Restaurant And Cocktails
D/B/A/ (if applicable): _____
Business Address: 4021 Augusta Rd Business Phone: 912-844-9718
Mailing Address: / Emergency Phone: 912-306-5104
(If different from Business Address)
City: Garden City State: GA Zip Code: 31408
Business Email Address: buildecustom@yahoo.com
What other kinds of business will be conducted at this location? Restaurant w/ BAR ONLY

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

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: _____

THIS PAGE FOR OFFICE USE ONLY

Application received by:

Kimberly Pettit

Date:

5/16/23

POLICE DEPARTMENT REVIEW

Fingerprinted by:

OK for license KMP

Date:

6/7/23

Separate report submitted to the City Administrator:

[Signature]
Police Chief

Date:

6/12/23

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: 7/13/23

For the Year: 2023

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 type="checkbox"/> Wines | \$236.00 |
| <input checked="" type="checkbox"/> Advertising Cost | \$95.00 | | |

TOTAL: \$ 3,404.00

(3,404.00)

Business Information

Business Name: EL GUERO MEXICAN RESTAURANT LLC

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

Business Address: 4608 AUGUSTA RD, SAVANNAH, GA 31408 Business Phone: 912-228-1002

Mailing Address: 5960 OGEECHEE RD, SUITE-E
(If different from Business Address)

Emergency Phone: _____

City: SAVANNAH State: GA Zip Code: 31419

Business Email Address: gcp126@hotmail.com

What other kinds of business will be conducted at this location? FULL SERVICE RESTAURANT

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
GILBERTO CASTIBLANCO	5960 OGEECHEE RD, SUITE-E, SAVANNAH, GA 31419	1%
ISIDORO JIMENEZ GARCIA	162 RONNELL AVE, G. CITY, GA 31408	99%

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: _____

THIS PAGE FOR OFFICE USE ONLY

Application received by: Kimberly Peltt Date: 7/13/23

POLICE DEPARTMENT REVIEW

Fingerprinted by: OK for license, lcp Date: 7/24/23

Separate report submitted to the City Administrator:

Shirley C. Sullivan Date: 7/26/23
Police Chief

Public Hearing held on: _____

Date advertised in Savannah Morning News: _____

Action of Council: ☐ Approval ☐ Denial

License(s) Issued: _____ Date: _____

MINUTES

City Council Meeting

Monday, July 17, 2023 - 6:00 p.m.

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

Opening: Councilmember Gwyn Hall gave the invocation and invited everyone to join in the pledge of allegiance to the flag.

Roll Call: The roll call was conducted by James P. Gerard, substituting for the absent Clerk of Council, reflected the following:

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

Council Members Absent: None.

Staff Present: Scott Robider, City Manager; James P. Gerard, City Attorney; Brian Hood, Police Captain; Carlos Nevarez, Fire Marshall; Mike Dick, Fire Chief; Chris Snyder, Systems Administrator; Yolanda Irizarry, HR Director; and Veronica Enoch, Executive Assistant.

Staff Absent: Rhonda Ferrell-Bowles, Clerk of Council; Gil Ballard, Police Chief; Jon Bayer, Water Operations; and Cliff Ducey, Recreation Director.

Opening: Mayor Campbell announced that City Council had held a Pre-Agenda Session prior to the meeting whereat no decisions or votes were made.

Formal Public Comments: Mayor Campbell announced that no formal requests for public comment had been made prior to the meeting.

Informal Public Comments: Mayor Campbell then gave an opportunity for informal comments by anyone who wanted to speak informally about a subject concerning the City.

MonaLisa Monroe of 100 Town Center Drive, Garden City, Georgia, asked Council to support the efforts of the Garden City Housing Team and the Garden City Homestead Association to re-vitalize the two remaining community gardens in the City by donating to those two agencies

the amount of \$5,000.00 to be used to purchase seeds and tools, and to compensate the current caretaker of the gardens. She stressed the importance of having community gardens which provide a food source for several residents, especially during natural disasters and emergencies such as the pandemic when local grocery stores were closed. Councilmember Hall echoed the importance of having community gardens, but questioned the City Attorney about the City's authority to donate money to the Housing Team and the Homestead Association for such purpose.

Andrew Rosen of 109 Hart Circle in Savannah, Georgia, wanted to remind the City that in 2013, the Georgia Department of Natural Resources suggested that cities eliminate or reduce minimum capacity requirements for parking lots and instead establish maximum parking capacity requirements out of concerns for public safety and the environment. He said that large parking lots are usually under-utilized, produce little property tax revenue, and cause heavy run-off which floods adjacent properties. He suggested that the City follow DNR's suggestion and implement caps on the size of parking lots in the City.

Public Hearings:

Alcoholic Beverage License Application (Smart Shop): Receipt of public comment on an alcoholic beverage license application made by Apurvakumar Patel to sell wines, beer, and/or malt beverages at Smart Shop at 4928 Ogeechee Road, Garden City, Georgia.

There being no questions or comments about the application, the public hearing thereon was closed by Mayor Campbell.

City Council Minutes:

Upon a motion by Councilmember Tice and seconded by Councilmember Hall, City Council voted unanimously to approve (1) the June 20, 2023, Pre-Agenda Session Minutes, (2) the June 20, 2023, City Council Meeting Minutes, and (3) the July 10, 2023, Workshop Synopsis.

Mayor Updates:

Mayor Campbell reported that recently there is much interest in residential development with the City, especially multi-family residential development; that the budget process for FY 2024 has already commenced; that there will be a groundbreaking event for the new City gymnasium complex scheduled for August 18, 2023, at the Haynes School field; that the new traffic signal on Priscilla D. Thomas Way will be installed in mid-August; and that the repaving of several streets in the Rossignol Hill neighborhood shall also commence in mid-August.

City Manager Updates:

The City Manager wanted to thank the City's information technology department for redoing the technology in the courtroom and Council chambers.

Items for Consideration:

1. Second Reading - Charter Amendment Ordinance (City Council Salaries): An ordinance amending the Charter for the City of Garden City, Georgia, approved April 19, 1973, as amended, to increase the monthly salary of City Councilmembers from \$500 to \$1,000 while increasing the Mayor's monthly salary from \$800 to \$1,300; to acknowledge the proper advertisement of notice of intent to amend the Charter of Garden City, Georgia; to authorize the Mayor to execute all documents necessary to effectuate the purposes of said ordinance; to authorize the Clerk of Council to attest signatures and affix the official seal of the City as necessary; to provide for severability; to repeal inconsistent ordinances; and to provide for an effective date.

Upon Councilmember Morris moving for the adoption of the Ordinance on its second reading and Councilmember Lassiter seconding said motion, a vote was taken after discussion of the Ordinance was open and closed resulting in the Ordinance being **passed by 5 voting in favor and 2 voting against**, with Councilmembers Lassiter, Morris, Ruiz, Hall, and Daniel voting in the affirmative and Councilmember Tice and Mayor Campbell voting in the negative.

2. First Reading of Ordinance – Tree Maintenance: An ordinance to amend the Code of Ordinances of Garden City, Georgia, as amended, by adding Division 2 to Chapter 90, Article VIII entitled "Maintenance of Trees on Public Property" to enhance the quality of life and the present and future health, safety and welfare of residents; to enhance property values, and to ensure the proper planting and care of trees on public property; to create a Tree Advisory Board; to establish practices governing the planting and care of trees on public property; and to make provision for the emergency removal of trees on private property under certain conditions.

Upon Councilmember Hall moving for the adoption of the Ordinance on its first reading and Councilmember Daniel seconding said motion, the ordinance was made open to discussion. The City Manager stated that the tree ordinance is primarily aimed at insuring that trees are properly planted and cared for on public property, and that the passage of the ordinance would enable the City to obtain "Tree City USA" designation. After discussion was closed, a vote on the motion resulted in the ordinance being **passed unanimously on its first reading**.

Upon motion being made by Councilmember Marcia Daniel and seconded by Councilmember Gwyn Hall to suspend the rules of Council for the purpose of having a second reading of the Ordinance, City Council unanimously approved same after the motion was discussed and put to a vote.

3. Second Reading of Ordinance – Tree Maintenance: An ordinance to amend the Code of Ordinances of Garden City, Georgia, as amended, by adding Division 2 to Chapter 90, Article VIII entitled "Maintenance of Trees on Public Property" to enhance the quality of life and the present and future health, safety and welfare of residents; to enhance property values, and to ensure the proper planting and care of trees on public property; to create a Tree Advisory Board; to establish practices governing the planting and care of trees on public property; and to make provision for the emergency removal of trees on private property under certain conditions.

The Clerk performed the second reading of the heading of the tree ordinance after which Councilmember Hall moved for the adoption of same on its second reading and Councilmember Daniel seconded the motion. After the period for discussing the motion was opened and closed, **City Council voted unanimously to adopt the ordinance on its second reading.**

4. Resolution – 2023 LMIG Project Contract: A resolution authorizing the City of Garden City to contract with Reeves Construction Company for the performance of road repair work on Third Street and Sixth Street in the Rossignol Hill area in Garden City, and to authorize the City Manager to negotiate and execute a contract for such work.

Upon Councilmember Lassiter moving for the adoption of the resolution and Councilmember Morris seconding said motion, the resolution was made open to discussion.

City Manager Robider stated that every year the State awards the City a Georgia Department of Transportation Local Maintenance Improvement Grant (LMIG) to be used for the resurfacing of certain segments of city streets. This year, the City has decided to use the grant money (\$104,015.02) plus some of its own money to resurface portions of Third Street and Sixth Street in the Rossignol Hill area. He stated that when bids were competitively solicited for the road repair work, four contractors submitted bids and that Reeves Construction Co. had the lowest bid in the amount of \$290,400.00. He indicated that Reeves Construction Co. has successfully completed numerous local road projects similar in scope to the LMIG project and that the company has sufficient personnel, equipment, and finances available to successfully perform the project work. He reported that the City's engineer, Brennan Jones Engineering Associates, LLC, has advised the City to accept the bid of Reeves Construction Co. The funding for the contract work will first come from the State's LMIG funds in the amount of \$104,015.02, with the balance (\$186,384.98) coming from the City's 2023 General Operating Fund and/or its Special Purpose Local Option Sales Tax Fund (SPLOST). He stated that the road work would probably commence in mid-August.

After the period for discussing the resolution was closed, **City Council voted unanimously to adopt the resolution.**

5. Resolution – Debris Monitoring & Public Assistance Contract: A resolution authorizing the City of Garden City to enter into an agreement with Rostan Solutions, LLC, for debris monitoring and public assistance consulting services; and to authorize the City Manager to execute the agreement for such services.

Upon Councilmember Ruiz moving for the adoption of the resolution and Councilmember Morris seconding said motion, the resolution was made open to discussion.

The City Manager reported that in March 2023, the City initiated the procurement of a debris monitoring contractor due to the existing contract of the current contractor nearing expiration. He explained that the function of a debris monitor is to monitor the collection of hurricane/disaster debris and to assist the City with applying to FEMA for reimbursement of the costs of collection.

After the City prepared a Request for Proposals package that was advertised and disseminated during the month of April 2023 to the public, five (5) proposals were submitted to the City with the City's current contractor, Rostan Solutions, LLC, being scored most qualified to perform the work. The bidders were graded on several weighted factors set forth in the solicitation package including price, ability, qualifications, experience, and work approach. The proposal submitted by Rostan Solutions, LLC, offers to continue performing debris monitoring services at the company's current satisfactory level of performance for a new term of two (2) years with two optional one (1) year renewal terms, and offers to provide such services at the same reasonable rates that are charged under its current contract with the City.

After the period for discussing the resolution was closed, **City Council voted unanimously to adopt the resolution.**

6, Resolution – WPCP Clarifier Replacement Contract: A resolution authorizing the City of Garden City to contract with Southern Civil, LLC, to replace two (2) 35-foot diameter secondary clarifiers at the City's Water Pollution Control Plant, and to authorize the City Manager to negotiate and execute a contract for such work.

Upon Councilmember Lassiter moving for the adoption of the resolution and Councilmember Morris seconding said motion, the resolution was made open to discussion.

City Manager Robider indicated that the City needs replacing two (2) 35-foot diameter secondary clarifiers at the City's Wastewater Treatment Plant which were installed when the plant was originally constructed over 48 years ago and which are currently out of service, resulting in difficulty in processing wastewater at the facility. In May 2023, the City solicited competitive bids for replacing the clarifiers which resulted in the submission of only two bids, one from Southern Civil, LLC in the amount of \$899,702.00 and one from J.S. Haren Company in the amount of \$1,044,000.00. The City has been advised by its engineer that the low bidder, Southern Civil, LLC, has completed numerous wastewater facility projects like the work required to replace the City's secondary clarifiers including the successful rehabilitation of the large clarifier at the City's Wastewater Treatment Plant, and that the contractor has the qualifications, personnel, equipment, work history, and financial ability to perform the work. He therefore recommended that Southern Civil, LLC, be awarded the contract for the work at the bid amount of \$899,702.00 and that the work be funded by the Water and Sewer Fund at an increased budgeted amount of \$929,702.00 to cover the bid amount plus the cost of anticipated change order work in the approximate amount of \$30,000.

After the period for discussing the resolution was closed, **City Council voted unanimously to adopt the resolution.**

7. Resolution – CAT Board Appointment: Consideration of appointing the City's citizen representative on the Chatham Area Transit Authority to serve at the City's pleasure, on an at-will basis, for a term commencing on the effective date of this Resolution and ending July 1, 2028, and until the appointment and qualification of his successor.

Upon the City Attorney's request for nominations for the position, Councilmember Morris nominated Councilmember Lassiter and Councilmember Hall nominated Deidrick Cody.

The vote on appointing Councilmember Lassiter to the position was four (4) against and three (3) in favor, the three (3) in favor being Councilmember Tice, Councilmember Lassiter, and Councilmember Morris.

The vote on appointing Deidrick Cody to the position was four (4) in favor and three (3) against, the three (3) against being Councilmember Tice, Councilmember Morris, and Councilmember Lassiter. By virtue of receiving a majority of votes cast by the Councilmembers, Mr. Cody was appointed as the City's citizen representative on the Chatham Area Transit Authority to serve at the City's pleasure, on an at-will basis, for a term commencing on the effective date of the Resolution and ending July 1, 2028, and until the appointment and qualification of his successor.

Mr. Cody was requested to come to the first meeting of City Council each month to give a report of matters currently being addressed or handled by CAT.

The City Attorney noted that the CAT representative would be sitting in the position on an at-will basis, subject to being terminated at any time for any reason.

8. Alcoholic Beverage License Application (Smart Shop): Consideration of an alcoholic beverage license application made by Apurvakumar Patel to sell wines, beer, and/or malt beverages at Smart Shop, 4928 Ogeechee Road, Garden City.

After the City Attorney read the heading of the Application, Councilmember Marcia Daniel made a motion to approve the Application, which motion was seconded by Councilmember Debbie Ruiz. The City Manager stated that the Police Department had recommended that the application be approved and that he knew of no reason not to approve the pending application to sell wines, beer, and/or malt beverages at Smart Shop, 4928 Ogeechee Road, Garden City. Upon being voted on, the application **passed unanimously without opposition.**

Adjournment: There being no further business before Council, Mayor Campbell asked for a motion to adjourn the meeting. Upon motion being made by Councilmember Ruiz and seconded by Councilmember Hall, City Council adjourned the meeting at 6:40 p.m. o'clock.

SYNOPSIS

Pre-Agenda Session

Monday, July 17, 2023 - 5:30 p.m.

Call to Order: Mayor Campbell opened the session at approximately 5:30 p.m. Marcia Daniel gave the invocation.

Council Members Present: Mayor Bruce Campbell, Mayor Pro-Tem Marcia Daniel, Councilmember Gwyn Hall, Councilmember, Councilmember Kim Tice, and Councilmember Debbie Ruiz.

Staff Present: Scott Robider; James P. Gerard, City Attorney; Captain Brian Hood, Garden City Police Department; Mike Dick, Fire Chief; Carlos Nevarez, Fire Marshall; Chris Snyder, Systems Administrator; Yolanda Irizarry, HR Director; and Veronica Enoch, Executive Assistant.

Staff Absent: Rhonda Ferrell-Bowles, Clerk of Council; Gil Ballard, Police Chief; Jon Bayer, Water Operations; and, Cliff Ducey, Recreation Director.

1. Review of Council Agenda.

(a) The City Manager asked if there were any questions or comments on any of the minutes, staff reports, or updates and announcements in the agenda package. There were none.

(b) The City Manager indicated that the **first item for consideration was the second reading of an ordinance amending by City Charter by increasing the monthly salary of Councilmembers from \$500.00 to \$1,000.00, and by increasing the monthly salary of the Mayor from \$800.00 to \$1,300.00.** He reminded Council that if approved, the amendment would take effect next year.

(c) The City Manager indicated that the **second matter for consideration would be a tree ordinance** which, if passed, would enable the City to obtain "Tree City USA" designation. He stated that the ordinance is aimed at insuring that trees are properly planted and cared for on public property. He pointed out that the ordinance calls for the creation of a Tree Board whose function would be to review and update a five (5) year plan to plant and maintain trees on City property; to support public awareness and education programs relating to trees; to develop a list of recommended trees for planting on City property and a list of prohibited species; and to perform other duties that may be assigned by City Council. He indicated that each of the six Councilmembers and Mayor would appoint a member to sit on the Board and that all members would serve staggered three (3) year terms.

(d) As for **the third item for consideration**, the City Manager Robider indicated that based on a pavement assessment study, the City had decided to **resurface certain segments of Third Street and Sixth Street in the Rossignol Hill area with partial funding from the 2023 Georgia Department of Transportation Local Maintenance Improvement Grant (LMIG) project** in the amount of \$104,015.02. He stated that when bids were competitively solicited for the road repair work, Reeves Construction Co. had the lowest bid in the amount of \$290,400.00. He indicated that Reeves Construction Co. has successfully completed numerous local road projects similar in scope to the LMIG project and that the company has sufficient personnel, equipment, and finances available to successfully perform the project work. He stated that the funding for the contract work will first come from the State's LMIG funds in the amount of \$104,015.02, with the balance coming from the City's 2023 General Operating Fund and/or its Special Purpose Local Option Sales Tax Fund (SPLOST).

(e) **The fourth item for consideration will be the City's procurement of a debris monitoring contractor** due to the existing contract of the current contractor nearing expiration. He stated that the function of the contractor would be to monitor the hauling of debris during hurricane and storm event disasters, and to assist with applying to FEMA for reimbursement of collection cost. He reported that after the City prepared a Request for Proposals package that was advertised and disseminated to the public during the month of April 2023, the City's current contractor, Rostan Solutions, LLC, was scored the most qualified to perform the work. He stated that the proposal submitted by Rostan Solutions, LLC, offers to continue performing debris monitoring services at the company's current satisfactory level of performance for a new term of two (2) years with two optional one (1) year renewal terms, and offers to provide such services at the same reasonable rates that are charged under its current contract with the City.

(f) **The fifth item for consideration will be the replacement of two (2) 35-foot diameter secondary clarifiers at the City's Wastewater Treatment Plant** which were installed when the plant was originally constructed over 48 years ago and which are currently out of service, resulting in difficulty in processing wastewater at the facility and potential non-compliance with EPD standards. He stated that the equipment is very customized and very expensive. After soliciting and evaluating proposals from qualified contractors through a public bidding process to perform the replacement work within the initial budgeted amount of \$650,000, only two bids, one from Southern Civil, LLC in the amount of \$899,702.00 and one from J.S. Haren Company in the amount of \$1,044,000.00, were submitted. The City Manager advised Council to accept the City Engineer's recommendation to award the contract for the work to Southern Civil, LLC at the bid amount of \$899,702.00 and that the work be funded by the Water and Sewer Fund at an increased budgeted amount of \$929,702.00 to cover the bid amount plus the cost of anticipated change order work in the approximate amount of \$30,000.

(g) **The sixth matter for consideration is the appointment of the City's representative for the Chatham Area Transit Authority ("CAT") for a five (5) year term.** To date, two residents have come forward with an interest in serving on the Board as the City's representative. The first resident is Deidrick Cody who is the current City representative on the CAT Board and who also serves as Chairman of the CAT Authority. The second resident who has an interest in being Garden City's representative on the CAT Board is Councilmember Richard Lassiter.

(h) **The last matter for consideration is the Alcoholic Beverage License Application made by Apurvakumar Patel to sell wines, beer, and/or malt beverages at Smart Shop, 4928 Ogeechee Road, Garden City.** The City Manager indicated that the Police Department had recommended approval of the application. He stated that there would be a public hearing on the application at the beginning of the Council meeting and that the application would be voted on later during the meeting.

2. Mayor's Updates and Items. There were no updates and items raised by the Mayor during the pre-agenda session.

3. City Council's Updates & Items.

(a) In response to Councilpersons Daniel's questions about the current CAT bus stops, the City Manager indicated that the construction of the new CAT bus stop shelters along Highway 21 was completed, and that the new shelters were being utilized. He said that the City is now looking into covering the old bus stops. He said that the positioning of the new bus stops had been approved by GDOT based on the results of traffic studies, and that he anticipates the bus stop next to Groves to be a very busy one. He said that he has not yet been supplied with the numbers of passengers for the Highway 21 route.

(b) In response to Councilperson Daniel's questions about the Board of Education's future plans for the former Gould Elementary School and the former Mercer Middle School, the City Manager stated that the Board of Education is planning on re-using Gould for some unknown purpose, and that Mercer will be used as an e-learning center.

(c) In response to the Mayor's questions about the status of Groves K-12 school project, the City Manager reported that the City's former stadium is currently being demolished.

4. City Manager's Updates & Items. There were no updates or items raised by the City Manager during the pre-agenda session.

At 5:50 p.m., the Pre-Agenda Session of City Council was closed.

SYNOPSIS

City Council Workshop Monday, August 14, 2023 – 5:30 p.m.

Call to Order: Mayor Campbell called the meeting to order at approximately 5:30 p.m., and Councilmember Hall gave the invocation.

Attendees

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

Staff Members: Scott Robider, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Cliff Ducey, Recreation Director; Gil Ballard, Police Chief; Mike Dick, Fire Chief; Carlos Nevarez, Fire Marshall, and Chris Snider, IT Administrator.

New Gym/Recreation Complex: Mr. Patrick Graham from CHA presented the preferred concept plan for the new gym/recreation complex. He stated that the plan includes outside features such as an aquatic pool, splash pad, small pavilion, visitors/guest parking lot, multi-purpose field, passive park area, six pickleball courts, and an eight-foot-wide walking trail around the complex. He noted that the plan also includes a space to use as a field in the future.

Councilmember Hall inquired about the security. Mr. Graham stated that the plan includes security features, which we will specify in more detail as we move forward.

The City Manager noted that there will be a police substation located at the new gym/recreation complex. He said it would be a locked facility and closed campus during non-operating hours.

Mr. Graham stated that the plan includes inside spaces such as a central lobby/reception area, a 1,800-square-foot multi-purpose room, a community lounge area located off the main lobby, a fitness room, administrative offices, conference room, catering kitchen, men/women's locker rooms with restrooms and showers, changing room. He said the gym consists of two courts which can be closed off.

Councilmember Ruiz asked if this design plan was used in other places. Mr. Graham said similar layouts have been used. He noted that this would be a metal frame building, but you can do different finishes.

Councilmember Morris stated that the plan sounds good, but I am concerned about parking. She said there are only 160 parking spaces, and I'm concerned the overflow will be parking on the neighborhood streets. Mr. Graham replied that the grass field could be used for overflow parking. He noted that 160 parking spaces are tight, but that is what we must work with right now.

The City Manager stated that we will no longer have the high school football games because they will be played at the new Board of Education stadium.

Mayor Campbell asked for the total acres. Mr. Graham replied that the site is approximately 14 acres. He noted that we plan to leave as much natural buffer as possible between the new gym/recreation complex and the neighborhood.

The City Manager stated that we would need to evaluate the programming to include more programs for the older crowd since the number of youths is decreasing. Mayor Campbell asked if the programming would be like the YMCA. The City Manager replied that we need something for everyone and will work with Cliff's team on the programs. Councilmember Daniel stated that we need to be sure to include senior programs.

Councilmember Daniel asked if the Recreation Director was happy with the plan. The Recreation Director replied that he thought the plan should work well. She asked if the temporary facility was working out. The Recreation Director responded yes; things are moving along.

The City Manager asked for a consensus of the City Council on the proposed design plan. The City Council recommended moving forward with the design plan as presented.

Gym Debt Service: The City Manager presented the bond information for 20 and 30 years. He noted that the bond amount would be \$16,888,000. He recommended that the City Council move forward with the 30-year bond. He said the annual principal and interest payment on a 30-year bond would be approximately \$1.1 million, which would use up almost all the yearly SPLOST revenue, so there would only be a little left to fund capital projects. He said you must remember that if something happens to the SPLOST revenue, the General Fund must support the debt service payment. He said I am comfortable with 30 years, but you must decide because the City Attorney will draft the resolution based on your decision.

The City Council recommended that the City Attorney draft the resolution for a 30-year bond for formal consideration.

City Manager's Updates & Items

City Hall Debt Service: The City Manager stated that approximately \$3.2 million remains on the city hall debt service. He recommended that the City Council consider paying off the city hall debt service obligation using the \$3 million from the sale of the gym property. He noted that would leave only one debt service payment out of SPLOST.

The City Council recommended that the City Attorney draft a resolution to pay off the city hall debt for formal consideration.

Prohibiting the Possession of Firearms in Parks: The City Manager stated that our current ordinance conflicts with the State law, so to comply with the State law, we have to amend our ordinance.

The City Council recommended placing the ordinance on the August 21st council meeting for formal consideration.

FY24 Budget Process Update: The City Manager stated that all of the ARPA funds are used for public safety items. He noted that the FY24 is balanced on the amount of available revenue and meets all the department's budget requests. He said there is no wiggle room for adjustments, which would increase the budget.

Chapel-in-the-Gardens Presbyterian Church Lot: The City Manager stated that they accepted the Letter of Intent. He noted that we must have somewhere to go since the Ports could ask us to move from our Main Street location anytime.

The City Council recommended moving forward with the City Attorney drafting the resolution to purchase the property for formal consideration.

City Council Updates & Items

Charter Amendment Mayor Pro-tem Selection Method: Councilmember Hall stated that several citizens were concerned that control was being taken out of their hands. The City Manager stated that this amendment is based on what you all said at the workshop and represents what other cities do.

The City Attorney stated that this amendment changes the Mayor Pro-tem selection process from the highest vote-getter to the Mayor recommending the Mayor Pro-tem. He noted that there is no right or wrong way. The Mayor Pro-tem has got to work well with the Mayor.

Councilmember Morris stated that her concern was that the citizens were concerned about the appointment process for the city council at large seat due to the length of the term remaining.

Councilmember Hall reiterated that his concern was that a few of the citizens had expressed concern about the selection process. Councilmember Morris stated that the citizens vote on who they want to represent them and their district, and they trust us.

The City Manager stated that he assumed everything had been discussed at the workshop. He said we will place this item on the next workshop agenda for further discussion.

Public Safety Items

Chatham County SWAT Memorandum of Understanding: The City Manager gave an overview of the SWAT MOU. Chief Ballard stated that there would be no additional cost to the City except overtime pay for at least two police officers for training.

Councilmember Daniel asked if this is something that you would start when you are fully staffed. The Police Chief replied no, this would begin immediately.

The City Council recommended placing the item on the August 21st council agenda for formal consideration.

Public Safety Community Violence Reduction Grant Awards for Personnel: The City Manager stated that the Chief has been awarded a grant to fund three (3) positions. The Chief of Police said that he is in the process of trying to fill the positions.

The City Council recommended placing the item on the August 21st council agenda for formal consideration.

Public Safety Community Violence Reduction Grant Awards for Flock Cameras: The City Manager stated that the Chief has been awarded a grant to fund purchasing and installing eight (8) cameras. He said that the Chief plans to install twenty-four (24) cameras altogether, with the funding for the other cameras coming from another source. He said this would expand the cameras throughout the city. The City Manager noted that the Flock cameras are the license plate reader cameras, and the Ravon cameras are the gunshot detection devices.

Councilmember Daniel asked who operates the gunshot detection devices and license plate readers. The Police Chief said the officers sign-in on the computers in their cars.

The City Attorney noted there is no cash match for these grants.

The City Council recommended placing the item on the August 21st council agenda for formal consideration.

Flock & Ravon Cameras Purchase Agreement: The City Manager stated that this agreement was for the purchase and installation of cameras that we just discussed.

The City Council recommended placing the item on the August 21st council agenda for formal consideration.

Axon Body Cameras & Car Cameras: The City Manager stated that we had been using Watchguard, but Motorola purchased them. He said we want to start leasing the body and car cameras from Axon instead of buying them. He noted that Axon has a cloud-based platform, which will reduce the need for additional server space. He said the resolution would allow us to install them in our five new cars.

The City Council recommended placing the item on the August 21st council agenda for formal consideration.

FY2024 Police Vehicles: The City Manager stated that we are utilizing ARPA funds to purchase and equip the six (6) police vehicles requested in the FY2024 Budget. He said I must be authorized to sign a purchase order to place our name on the vendor's intent to purchase list. He noted that we would not accept delivery or pay for the vehicles until after the second quarter of 2024.

The City Council recommended placing the item on the August 21st council agenda for formal consideration.

Ladder Truck Emergency Repairs: The City Manager stated that this is to ratify the emergency repairs to the City's ladder fire truck.

The City Council recommended placing the item on the August 21st council agenda for formal consideration.

FY2024 Fire Command Vehicles: The City Manager stated that we are utilizing SPLOST funds to purchase and equip three vehicles requested in the FY2024 Budget. He said I must be authorized to sign a purchase order to place our name on the vendor's intent to purchase list. He noted that we would not accept delivery or pay for the vehicles until after the second quarter of 2024.

The City Council recommended placing the item on the August 21st council agenda for formal consideration.

FY2024 Ladder Truck & Fire Engine: The City Manager stated that we are utilizing ARPA funds to purchase and equip the new ladder truck and fire engine requested in the FY2024 Budget. He said I must be authorized to sign a purchase order to place our name on the vendor's intent to purchase list. He noted that we would not accept delivery or pay for the vehicles until after the second quarter of 2024.

Adjournment: Given that there were no other items for discussion, the Mayor and City Council unanimously adjourned the workshop at approximately 7:10 p.m.



Garden City Fire Marshal's Office
100 Central Avenue
Garden City, GA 31405



REPORT TO MAYOR AND CITY COUNCIL

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 7, 2023

SUBJECT: *Fire Department July 2023 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 July 2023 and all related information is current as of July 31, 2023.

Prepared by: Michele Johnson
Title Assistant Fire Chief

Reviewed by: Mike Dick
Title Chief of Fire

Scott Robider, City Manager

Attachment(s)



Garden City Fire Marshal's Office
100 Central Avenue
Garden City, GA 31405



Calls for Service in July 2023

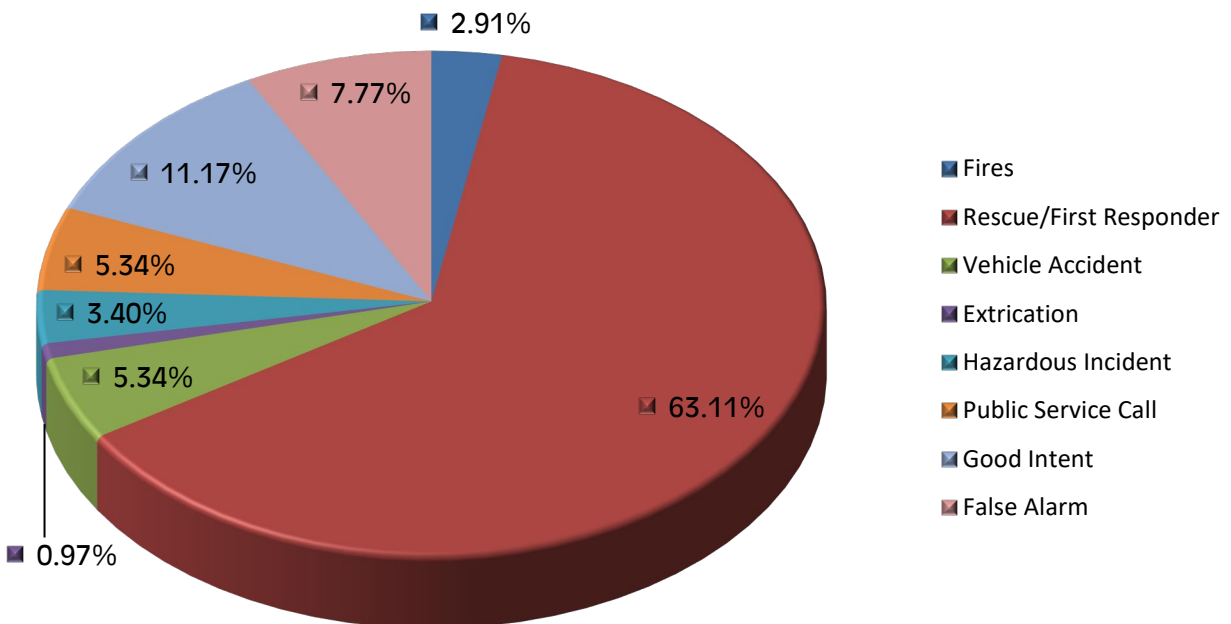
There was a total of 206 calls for service in the month of July 2023.

Current month's calls included:

Incident Type:

Building fire	1	First Responder	130
Trash or rubbish fire	1	Vehicle Accident	11
Passenger vehicle fire	1	Extrication	2
Road freight or transport vehicle fire	1	Hazardous Incident	7
Brush or brush/grass mixture fire	1	Public Service call	11
Dumpster/outdoor receptacle fire	1	Good Intent	23
		False Alarm	16

July 2023 Fire Service Calls





Garden City Fire Marshal's Office
100 Central Avenue
Garden City, GA 31405



Department Activities/Events

Department Training

In July, fire personnel reported a total of 592 hours of training resulting in an average of 20.41 hours of training per Firefighter and a total of 3,604 for the year.

The Fire Officer 1 course was held at Station 1 during the week of July 10-14th with testing on July 24th. GCFD had 4 participants.

Department Activities/Events

The Fire Department completed their annual NFPA screening labs on July 26th & 27th. The physicals will be done in August. Both must be completed each year to ensure all firefighters are healthy and fit to fulfill their job duties.

The department ordered the SCBA's per the FEMA Grant and expect delivery within 30 days.

Community Relations

On July 20th & 25th, GCFD went to the Recreation Department's Summer Camp with an engine to spray the kids with the fire hose. This has been an annual tradition between the departments for many years.

On July 29th, A-Shift sent an engine to the Adoption Awareness Walk at Bazemore Park hosted by Councilman Lassiter.



Garden City Fire Marshal's Office

100 Central Avenue
Garden City, GA 31405



Apparatus

Apparatus	Year/Make/Model	Status
Engine 21	2016 Pierce Pumper	In service – cutters malfunctioned due to age, had to be repaired as well as holders, the wiring for the light bar on top needs to be replaced due to normal wear and tear
Engine 22	2016 Pierce Pumper	In service – Coolant leak fixed in-house, needs head gasket replaced
Engine 23 (Reserve 22)	2000 E-One Pumper	Out of service – Due to age of truck and ability to get parts and programs for ABS module, still waiting for part to replace ABS module
Engine 24 (Service 21)	1995 E-One Pumper	Out of service – Needs a new transmission but unable to locate parts due to age of apparatus
Tender 22	2015 Kenworth Tanker	In service – no AC, going in the shop as soon as front-line trucks are out
Truck 22 (ladder)	2003 E-One Ladder Truck	In service – aerial ladder pads and cable replaced/repared, aerial ladder nozzle motor needs to be replaced, oil leak, due for provisional maintenance, The unit will be sent to Ten-8 in Forsyth Ga for ladder repair once a spare unit is available.



Garden City Fire Marshal's Office

100 Central Avenue
Garden City, GA 31405



For the month of July, the Garden City Fire Marshal's Office has been conducting annual fire inspections on Bryce Industrial Drive, Aviation Court, and Commerce Blvd. We found multiple new tenants without a Business License and one performing renovations without permits. We are forwarding what we found to code enforcement for follow up. GCFMO has started inspecting churches that have scheduled their fire inspection to help with their fire protection fee. Some churches have a few violations. We will work with their representatives to develop a plan of action to correct and bring these buildings into compliance.

Inspections

Annual Inspection (initial inspection):	60
RE-Inspection:	31
Certificate of Occupancy:	06
Consultation Site Visit:	10
Fire Protection Equipment Inspection:	07
Occupational Tax Certificate (new tenant):	04
Total number of Inspections:	118

Plan Review

1714 Dean Forest	4hrs
4833 Old Louisville Road	2hrs
1622 Dean Forest Road	2hrs
108-116 Burgess Road	4hrs
5112 Augusta Road	4hrs
5440 Augusta Road	4hrs
170 Minus Ave Site Plan	3hrs
170 Minus Ave Building Plan	3hrs



Garden City Fire Marshal's Office

100 Central Avenue
Garden City, GA 31405



Regulatory Fees: (Collected)

May Fees Processed:	\$4,442.50
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Looking Ahead

- Working on FY2024 budget
- Broadening the community outreach with continued programs such as community CPR classes, the smoke detector program, and Close Before you Doze.
- Pursuing various grants for department equipment
- Continue progress on aggressive training schedule to bring all department personnel up to required standards
- Working on a plan to certify any necessary/interested City of Garden City personnel in CPR.
- Working on starting the Blood Draw procedure to assist GCPD.

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: August 14, 2023

CT: Human Resources Department Report for July 2023

Report in Brief

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

Prepared by: Yolanda Irizarry

Title: Human Resources Director

Reviewed by: _____

Title _____

City Manager

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

Recruitment/Positions Filled

In addition to the continuous recruitment of Police Officers/Police Officer Recruits and Firefighters, the City has job opportunities for a Water and Sewer Repair Technician and Director of Public Works.

New Hires

The City welcomed one (1) new hire during the month of July; the individual was hired into the Fire Department as Firefighter.

Promotions/Milestones

There was no promotion(s) during the month of July.

Employment Terminations

There were no separations from employment.

City Employment

The City ends the month of July with 106 full-time employees.

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.

July	
TOTAL EMPLOYEES:	120
FULL-TIME ONLY:	106
CONTRACTOR/TEMP:	0
PART-TIME:	5
PART-TIME/CASUAL -SEASONAL	9

Employee Turnover Data Per Month

Month	Percent
January	0%
February	4%
March	1.9%
April	1.9%
May	1.9%
June	2.9%
July	0 %
August	%
September	%
October	%
November	%
December	%

Garden City Personnel Data New Hires – 2023

[illegible]

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 8/16/23
SUBJECT: *Technology Department Report for the Month of July*

Report in Brief

The Technology and Building Department, Monthly Status Report, includes information to inform the public and the City Council better.

Prepared by: Chris Snider
Title Information Technology Director

Attachment(s)

Technology Report

- New Copier was installed for Fire Station two
- New Copier ordered for the Senior Center
- Two new laptops deployed
- Installed CAD for Fire Department

Building Maintenance

- City Hall A/C Maint completed

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: 08/10/2023

SUBJECT: *Department of Public Works*

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 June and all project related information is current as of 07/31/2023.

Prepared by: Lynnette S. Hymes
Title Executive Administrative Assistant

Reviewed by: Virgil Moore
Title Public Works Supervisor

C. Scott Robider, City Manager

Attachment(s)
National Radio Day



Department of Public Works



**Public Works Department
Monthly Status Report
Summary – July 2023**

Operations & Maintenance:

Public Works personnel completed 17 **Resident Requests**, and 255 **Work Orders** for the month of July

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 – 3,037 ft., Cut – 2,522 ft.

Streets:

- Street Repairs – None this Month.
- Street Sweeper Mileage – Out of Service.
- Signs: Multiple Knockdowns/replacements - 5

Mixed Dry Trash Collection by City and Disposal:

- 7.81 Tons Collected – June 2023
- 84.38 Tons Collected Total Mixed Dry Trash – YTD
- Cost of Tons Collected Total Mixed Dry Trash June 2023 - \$ 762.95
- Cost of Tons Collected Total Mixed Dry Trash (\$7955.45) - YTD
- 84.38 Tons Collected YTD taken to Savannah Regional Landfill

Trees: Cut down 1 Large Oak Tree. All debris cleaned up and removed. Location: ROW (ditch bank) between 54 Varnedoe Ave. and 99 Lee Ave. (\$2700.00). Remove 1 Oak Tree. Remove all debris and underbrush. Location: 5138 Augusta Rd. (\$2700.00). – Total \$5,200.00

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 07, 2023

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 July 2023 and all related information is current as of August 1, 2023.

Prepared by: Jonathan Trego
Title Planning Supervisor

Reviewed by: _____
Title _____

Scott Robider; City Manager

Attachment(s)

- Code Enforcement

Planning and Economic Development Department

Status Report

Summary – July 2023

Permits

There were 79 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>
2022 Year End	476
Jan-23	31
Feb-23	37
Mar-23	43
Apr-23	46
May-23	57
Jun-23	41
Jul-23	79
Aug-23	
Sep-23	
Oct-23	
Nov-23	
Dec-23	
2023 YTD	334

Inspections

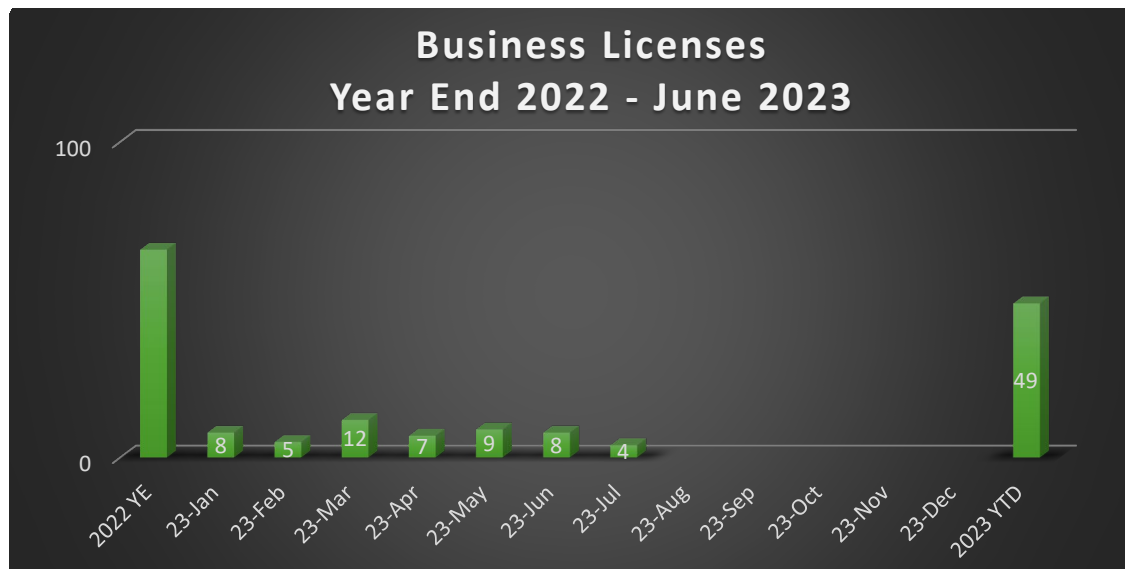
Inspections scheduled included:

- 01 Building Final
- 05 Business License
- 06 Ceiling Cover Up
- 01 Certificate of Completion
- 01 Duct Seal
- 03 Electrical Final
- 02 Electrical New Service
- 01 Electrical Rough In
- 06 Final
- 01 Footing
- 01 Framing
- 01 Insulation
- 01 Mechanical Final
- 01 Nailing
- 01 Plumbing Rough In
- 01 Plumbing Slab
- 05 Power Release
- 01 Saw Pole
- 01 Sign Final
- 02 Site Development Fencing
- 01 Site Inspection
- 08 Slab
- 02 Temporary Certificate of Occupancy

Code Enforcement Activity

- 81 Courtesy Notices and Violation Notices Issued
- 02 Signs
- 00 Sanitation Citations (Enforcement Ceased per CM)
- 58 Re-Inspections
- 48 Cases Closed (Compliance or Dismissed)
- 29 Vehicles Tagged Derelict or tagged for tow
- 08 Vehicles Towed
- 13 Vehicles Move by Owner or brought into compliance
- 09 Court Citations
- 31 Miscellaneous Inspections (Checking zoning, business license, permits)
- 04 Housing codes
- 01 Cease and Desist orders obtained
- 02 Warrants and Court Orders obtained
- 12 Properties that the City worked on (including cutting, cleaning, securing) and billed
- 01 Code Enforcement condemnations (placards posted – including unfit, unsecure, unsafe)
- 34 RI/ Inspection fees imposed
- 02 Stormwater Inspections
- 04 Stop Work Order Issues

New Business Licenses Issued July 2023		
Name	Address	Business Type
CYS Cleaning	147 Camellia Avenue	Janitorial Services
Baker Roofing Company	1335 Lynah Ave, Ste 107	Roofing Contractor
Barsan Global Logistics Inc.	4835 Old Louisville Rd.	Process, Physical Distrib., and Logistics
Drayup Inc.	4835 Old Louisville Rd.	All other legal services



	New Businesses
2022 Year End	66
Jan-23	8
Feb-23	5
Mar-23	12
Apr-23	7
May-23	9
Jun-23	8
Jul-23	4
Aug-23	
Sep-23	
Oct-23	
Nov-23	
Dec-23	
2023 YTD	49

Memorandum

To: Scott Robider
From: Benji Selph – Code Officer
Date: 8/7/2023
Re: Council Report

The Code Enforcement Unit activity report for July 2023 is as follows:

Signs- 02

Sanitation Citations-00

Courtesy Notices and Violation Notices- 81

Re-inspections- 58

Cases Closed (Compliance or dismissed)- 48

Vehicles Tagged Derelict or tagged for tow- 29

Vehicles Towed- 08

Vehicles MBO or brought into compliance- 13

Court Citations- 09

Misc. Inspections (including zoning inspections, tax cert checks, permit checks, routine insps)- 31

Housing Codes- 04

Cease and Desist Orders obtained: 01

Warrants and Court Orders obtained: 02

Properties that the City worked on (including cutting, cleaning, securing) and billed- 12

CE Condemnations (Placards posted- including for unfit, unsecure, unsafe): 01

RI/Inspection Fees Imposed: 34

Stormwater Inspections: 02

Stop Work Order Issues: 04

Garden City Parks and Recreation “Building a Stronger Community”

Parks & Recreation 2023 July Report

Garden City Parks and Rec office and Gymnasium. Lower Woodville Tompkins School Gym 402 Market Street.

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: August 15th 2023

SUBJECT: *Parks & Recreation 2023 July 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 July 2023 and all related information is current as of August 15, 2023.

Parks & Recreation Department Status Report Summary - July 2023

Adult Programs Senior Center

Sports Programs/Activities

During the month of May, 102 Youths participated in Garden City's Parks and Rec Youth Programs.

Our Garden City Senior Citizens

1. Served 726 meals in July with an average of 40 Seniors per day at lunch
2. August 1st we hosted the County Extension Office to present a program on "A Healthy Brain"
3. In observance of the anniversary of Elvis Presley's death we presented the movie "Elvis" on August 16th complete with popcorn, coke, and candy
4. On August 21st, National Senior Citizens Day, Garden City Rec. Dept will honor the Seniors with a BBQ
5. On our monthly Birthday Celebration for August, we have Ms. Virginia Deloach who will be 90 years old, Ms. Lee Harris who will be 93, and Mr. Allen Flanders who will be 100.

- **Upcoming Sports Programs/Events *Garden City Youth Football, Cheerleading and Soccer.***



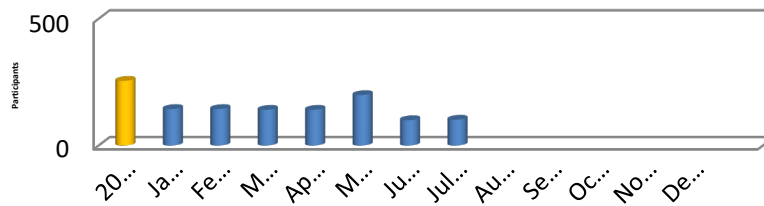
• Fall Sports Registration

Register at Garden City
Gym Monday –Friday
8:30am – 5pm (Check,
Money Order, Credit/ Debit
Card only)

912-966-7788

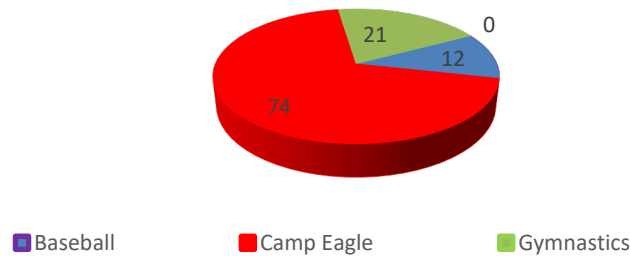
➤ Fun at Camp Eagle Summer Day Camp (Ice cream break) 2023

**Recreation Programs/Activities Participation Summary
July 2023**



*The graphs
are visual
summaries of
the # of
participants
in Garden City
Parks Rec
Programs*

July Participation 2023



Prepared by: Cliff Ducey
Title: Parks & Recreation Director

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: 08/10/2023

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 July and all project related information is current as of 07/31/2023.

Prepared by: Lynnette S. Hymes
Title Executive Administrative Assistant

Reviewed by: Jon Bayer
Title Director of Water and Sewer Operations

C. Scott Robider, City Manager

Attachment(s)
Just Because Day
August 27, 2023



Department of Water and Sewer Operations



Water Operations & Maintenance:

110 Service Orders, 29 Work Orders

37.5 million Gallons of Drinking Water for the Month of July 2023

Hydrant Services: 20

Water Line Services: 24

Located Services: 122

Utility Services:

- Meter Services: 19
- Connects: 34
- Disconnects: 108
- Delinquent Disconnects: 110

* 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: 31
- Lateral/Blockage Services: 3
- Sanitary Sewer Overflow Event: 0

Wastewater Treatment Plant and Water System:

EXECUTIVE SUMMARY

- The treatment plant received a total of 3.25 inches of rain during the month and treated 31.3 million gallons.
- The max EFF daily flow for the treatment plant was 1.4 MGD recorded on July 28, 2023.
- The water system withdrew a total of 37.5 MG from well facilities and purchased 0.77 MG from the Savannah Southbridge System (Town Center Water System) and 0.07 MG from Savannah I&D (Prosperity Drive)
- Monthly drinking water bacteriological sampling completed = passed
- Monthly water and wastewater reporting submitted to State = no violations

ORDINANCE 2023 –

AN ORDINANCE AMENDING CHAPTER 60 (PARKS AND RECREATION) OF THE CODE ORDINANCE FOR GARDEN CITY, GEORGIA, SO AS TO AMEND CHAPTER 60, CODE SECTION 60-5, ENTITLED “PARKS AND RECREATION: FIREARMS; WEAPONS; TOOLS” TO ENSURE THAT SAID SECTION IS IN COMPLIANCE WITH STATE LAW; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Chapter 60 of the Garden City Code (Parks and Recreation) contains quasi criminal offenses adopted in accordance with the City’s police power; and,

WHEREAS, there are certain provisions contained in Code Section 60-5 entitled “Firearms; Weapons; Tools” relating to possession of certain firearms in parks and recreational areas which may have been preempted by State Law; and,

WHEREAS, it is the desire of Mayor and Council to amend said Code Section 60-5 to ensure that the current ordinance complies with State Law;

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

Section 1: Chapter 60, Code Section 60-5, of the Garden City Code is hereby deleted in its entirety and substituted by the following:

“Sec. 60-5 Weapons.

It shall be unlawful for any person to use or possess in any park, historic site, or recreational area any bows and arrows, spring guns, air rifles, slingshots, or any other device which discharges projectiles other than bullets by any means, unless the device is unloaded and stored so as not to be readily accessible or unless such use has been approved within the restricted areas by prior written permission of the Director of the Department of Parks and Recreation.”

Section 2: This ordinance shall become effective on the date of passage.

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

ADOPTED this ____ day of August, 2023.

RHONDA FERRELL-BOWLES,
Clerk of Council

RECEIVED AND APPROVED this the ____ day of August, 2023.

BRUCE CAMPBELL,
Mayor

Read first time:

Read second time and approved:

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CHATHAM COUNTY SHERIFF'S OFFICE, THE CHATHAM COUNTY POLICE DEPARTMENT, AND GARDEN CITY, GEORGIA, FOR MEMBERSHIP ON THE CHATHAM COUNTY SPECIAL WEAPONS AND TACTICS TEAM (SWAT); TO AUTHORIZE THE CITY'S POLICE CHIEF TO EXECUTE THE MEMORANDUM OF UNDERSTANDING; AND FOR OTHER PURPOSES.

WHEREAS, the Constitution of the State of Georgia of 1983 in Article 9, Section 3, Paragraph 1, provides that municipalities and counties of the State of Georgia may contract with one another for the provision of services for any period not exceeding 50 years; and,

WHEREAS, Garden City desires to allow members of its Police Department to be assigned to the Chatham County Special Weapons and Tactics Team (SWAT) to allow the City and Chatham County to provide a cooperative response to critical incidents in their respective communities and to provide additional and specialized training and resources for the Garden City Police Department and the residents of the City; and,

WHEREAS, the Mayor and Council find that it is in the best interest of the public health, safety, and welfare of the City to approve the Memorandum of Understanding between the City, the Chatham County Police Department, and the Sheriff's Office of Chatham County, Georgia, in substantially the form attached to this Resolution as Exhibit A (the "MOU").

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

- Section 1. The foregoing recitals and findings are incorporated herein as findings and conclusions of the Mayor and Council;
- Section 2. The Mayor and Council hereby (a) approve the MOU in substantially the form attached hereto as Exhibit A, (b) authorizes the City Attorney, in cooperation with the Chief of Police, to negotiate any revisions to the MOU which benefit and protect the City and which do not increase the City's financial obligations, and (c) authorizes the Garden City Police Chief to execute the MOU on behalf of the City when in final form.
- Section 3. This Resolution shall be effective immediately upon adoption.
- Section 4. All resolutions or parts thereof, in conflict with this Resolution are hereby repealed.

ADOPTED AND APPROVED this _____ day of August, 2023.

RHONDA FERRELL-BOWLES
Clerk of Council

RECEIVED AND APPROVED this _____ day of August, 2023.

BRUCE CAMPBELL, Mayor

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE CHATHAM COUNTY SHERIFF'S OFFICE, CHATHAM COUNTY POLICE DEPARTMENT AND GARDEN CITY POLICE DEPARTMENT FOR THE FORMALIZATION OF EFFORTS IN FURTHERANCE OF THE COLLABORATIVE CAPABILITIES AND READINESS FOR SPECIAL WEAPONS AND TACTICS (SWAT) TEAMS

This contract is dated for identification this day ___ of _____ 2023, and is made by and between the SHERIFF AND CHIEF OF POLICE OF CHATHAM COUNTY, Georgia, and the Garden City Police Department, (hereinafter referred to as "CHATHAM" and "GARDEN CITY").

RECITALS

- a) CHATHAM and Garden City are in close proximity and share overlapping demands for law enforcement responses, often to high risk/critical incidents requiring specially trained tactical teams.
- b) CHATHAM and Garden City have long recognized that mutual aid and cooperation in response to critical incidents can be enhanced and made more effective and expeditious through the standardization of training, tactics, and equipment of their respective units.
- c) CHATHAM and Garden City have recognized that in order to successfully resolve a tactical situation, a chief law enforcement administrator must have the proper tactical options at his or her disposal. In situations which exceed the capabilities of normal law enforcement, the ability to effectively support or integrate the tactical resources of the two jurisdictions is ideal.
- d) CHATHAM and Garden City recognize that having highly trained and skilled tactical team, capable of providing support during a critical incident, and/or, fully capable of functioning as an integrated team when the situation dictates, reduces the risk of injury or loss of life to our residents, law enforcement officers, and suspects; and increases the likelihood of successful resolutions of critical incidents through the increased capabilities provided.
- e) Standardized and continuous training of our tactical personnel provide for a more expedient response in situations that are fluid, quickly evolving, and require the immediate response of personnel on duty or in close proximity to the situation at hand.
- f) The purpose of this document is to formalize an agreement between CHATHAM and Garden City as it pertains to adding officers to the CHATHAM COUNTY SWAT TEAM, so that they can more effectively provide support for one another; and/or operate as a fully integrated team when the incident warrants said response.
- g) CHATHAM and Garden City now desire to formally establish and confirm the framework for this cooperative effort as well as to clarify the legal relationships resultant from that ongoing cooperative agreement.

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, it is agreed as follows.

1. ENTITIES' STATUS

It is formally agreed that the Chatham County Special Weapons and Tactics (SWAT) team will retain its status as a separate and independent entity which possess the skills and capabilities to act as a fully integrated team when the situation dictates such response.

2. PURPOSE/MISSION STATEMENT

It is the intent of the signatories to achieve the following:

- a) Ensure that the training, tactics, equipment, and skill sets of the members of the SWAT team is mutually compatible to the greatest degree possible to further enhance the effectiveness and operational readiness as an integrated team.
- b) Provide for an enhanced rapid response tactical team which can be organized in the minimal amount of time possible for critical incidents where an immediate response is needed.

3. TERM

This agreement will take effect upon the signing of said document by all listed signatories, and will remain in full force and effect until one of signatories notifies the other parties of its withdrawal in writing.

4. PERSONNEL

CHATHAM will retain responsibility for the recruitment and selection of personnel for their respective SWAT teams. CHATHAM SWAT Commander may reject any candidate proposed for assignment to his or her respective SWAT team. The SWAT Team Commander's may remove any officer from his or her SWAT team for any or no reason. Personnel assigned to the SWAT team shall be full-time sworn members of their respective agency.

In addition:

- a) All participating personnel will attend scheduled training sessions.
- b) New personnel appointed to the SWAT team will be required to successfully complete a POST certified basic special weapons and tactics course as soon as practical.

5. PERSONNEL COSTS AND EXPENSES

Each agency will be responsible for all personnel costs and obligations associated with the staff it assigns to the SWAT team, including, but not limited to base salary, overtime salary and fringe benefits, Workers' Compensation and retirement benefits. Chatham County will provide all participating personnel with the requisite safety equipment which is set forth in the policy and procedures of the SWAT team.

6. POLICIES AND PROCEDURES

Each officer assigned to the CHATHAM COUNTY SWAT team will follow the policies and general orders of the CHATHAM COUNTY Special Weapons and Tactics Team when the team is activated.

7. AMENDMENTS/ENTIRE AGREEMENT

Amendments and/or modifications to this Agreement can be proposed at any time by either agency. No amendment shall be effective unless the amendment is in writing and signed by each of the parties. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party acknowledges that this Agreement contains the entire agreement between the parties.

X _____ Chatham County Sheriff	X _____ Date
--------------------------------------	--------------------

X _____ Chatham County Police Chief	X _____ Date
---	--------------------

X _____ City of Garden Police Chief	X _____ Date
---	--------------------

RESOLUTION

AN RESOLUTION ACCEPTING A GRANT FROM THE GOVERNOR'S OFFICE OF PLANNING AND BUDGET ON BEHALF OF THE STATE OF GEORGIA IN THE AMOUNT OF \$1,006,814.00 WITH NO MATCH REQUIRED UNDER THE PUBLIC SAFETY AND COMMUNITY VIOLENCE REDUCTION GRANT PROGRAM, GRANT NO. GA-0013866, FOR THE PURPOSE OF FUNDING THE SALARY OF THREE (3) CERTIFIED POLICE OFFICERS FOR SERVICE ON THE POLICE DEPARTMENT'S CRIME SUPPRESSION UNIT THROUGH OCTOBER 31, 2026; AUTHORIZING THE POLICE CHIEF TO EXECUTE THE GRANT PROJECT AGREEMENT AND ALL DOCUMENTS IN CONNECTION WITH THE GRANT; TO AMEND THE BUDGET FOR FISCAL YEAR 2023 TO REFLECT AN INCREASE IN REVENUE AND EXPENSES IN CONNECTION WITH THE FUNDING AND HIRING OF THE POLICE OFFICERS; AND FOR OTHER PURPOSES.

WHEREAS, the Governor's Office of Planning and Budget has made State funds available through the Public Safety and Community Violence Reduction Grant Program to address violent gun crime and community violence that has increased as a result of COVID-19, and to address a decrease in public safety law enforcement staffing as a result of COVID-19; and,

WHEREAS, the Garden City Police Department has recently been awarded funding under the Public Safety and Community Violence Reduction Grant Program (Grant No. GA-0013866) in the amount of \$1,006,814.00, with no matching funds required, for the funding of the salaries of three (3) certified police officers through October 31, 2026; and,

WHEREAS, the three (3) certified police officers whose salaries will be funded by the Grant are needed by the City for service on the Police Department's Crime Suppression Unit to address violent gun crime and community violence that has increased as a result of COVID-19 and to address the decrease in public safety law enforcement staffing as a result of COVID-19; and,

WHEREAS, the City has determined that accepting the Grant would be in the City's best interest;

NOW, THEREFORE, be it resolved by the Mayor and Council that:

1. The City is authorized to accept the grant from the Governor's Office of Planning and Budget on behalf of the State of Georgia in the amount of \$1,006,814.00, with no match required, under the Public Safety and Community Violence Reduction Grant Program, Grant No. GA-0013866, for the purpose of funding the salaries of three (3) certified police officers for service on the Police Department's Crime Suppression Unit through October 31, 2026.

2. The Garden City Police Chief is authorized to execute the Grant Program Agreement attached hereto as Exhibit A in connection with the Grant and to execute all documents and take all steps necessary to implement this authorization and the Grant Program's requirements and objectives.
3. The City shall pass a budget resolution prior to the end of fiscal year 2023 to reflect an increase in revenue and expense resulting from the grant funding and the hiring of the three (3) certified police officers.
4. The City Manager and the Police Chief are hereby authorized to take such action as may be necessary to effectuate the intent of this resolution.

ADOPTED AND APPROVED this the _____ day of August, 2023 by the Mayor and Council of the City of Garden City, Georgia.

RHONDA FERRELL-BOWLES,
Clerk of Council

RECEIVED AND APPROVED this the _____ day of August, 2023.

BRUCE CAMPBELL, Mayor

EXHIBIT A

AMERICAN RESCUE PLAN ACT
PUBLIC SAFETY AND COMMUNITY
VIOLENCE REDUCTION
GRANT PROGRAM

TERMS AND CONDITIONS

GRANT APPLICATION NAME

Crime Suppression Unit

About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the Governor’s Office of Planning and Budget (“OPB”) on behalf of the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the OPB on behalf of the State in the form of reimbursement payments using grant funds to Grantee, Garden City Police Department, from the State of Georgia’s allocation of funds from the State Fiscal Recovery Fund (“SFRF”) established within 42 U.S.C.A. § 802 via the American Rescue Plan Act of 2021 (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within GeorgiaGrants, (the grant management system administered by OPB), to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“ARPA”** means the federal American Rescue Plan Act of 2021.
2. **“SFRF”** means the funds allocated to Georgia as its share of the State Fiscal Recovery Fund created by the American Rescue Plan Act of 2021.
3. **“GeorgiaGrants”** means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of State Fiscal Recovery Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant or reimbursement to the Grantee from the State Fiscal Recovery Fund (“SFRF”).
5. **“Grant Project” or “Project”** means the public safety and community violence reduction project proposed by Grantee in its application to OPB as approved by OPB for funding under this Grant.
6. **“Grant Agreement” or “Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the State Fiscal Recovery Fund Terms and Conditions and its incorporated documents.
7. **“Grantee”** means the undersigned
Garden City Police Department
8. **“OPB”** means the Governor’s Office of Planning and Budget.
9. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
10. **“State”** means the State of Georgia.

2. General Requirements and Conditions

2.1 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations, and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded, and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation, and provision of additional information, return of Grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is authorized to submit such requests as defined in this Agreement, and that requests for reimbursement will pertain only to reasonable expenses incurred to fund the completion of the public safety and community violence reduction Project as approved by OPB and described in this Agreement.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

2.3 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB. Upon approval of the Grant Agreement, OPB or its designee will issue a statement of confirmation or acceptance (“funding announcement”) to the Grantee through Grantee’s representative listed in “Exhibit A” attached to this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants for reimbursement as specified in this Agreement.

2.4 Performance Period

Funding has been authorized for eligible expenditures incurred by the Grantee during the performance period for this Grant which is between the date of execution of this Agreement and October 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier (“Performance Period”). All expenditures must be incurred on or before October 31, 2026, and the Grantee must submit expenses for reimbursement through GeorgiaGrants during the Performance Period for this Grant by no later than December 31, 2026. The State will not be obligated to reimburse expenses incurred prior to or after the performance period. If Grantee is a State agency, Grantee shall not request additional funds from the State Budget for the continuation of the Grant Project after the Performance Period.

2.5 General Responsibility and Compliance

In order to qualify as an expense eligible for reimbursement, an expenditure shall be reasonable and shall be incurred solely to facilitate the completion of the public safety and community violence reduction Project identified in the Grantee's application as awarded and approved by OPB. Additionally, Grantee shall submit a proposed final Project budget to OPB prior to beginning work on the Project. Work on the Project shall not begin until the proposed final Project budget is approved in writing by OPB.

Any proposed revision to either the scope of the approved Project or to the approved final Project budget thereof shall be submitted to OPB along with a detailed justification for the proposed revision. Approval of any proposed revision to the scope of the Project or the Project budget shall be left at the sole discretion of OPB.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement.

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants in support of claims for reimbursement of expenditures; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will document appropriate protocols and procedures to support the types of expenditures claimed for reimbursement and to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system or process integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for expenditures. This system or process shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

2.6 Amendments and Changes to the Grant Agreement

The State may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant Project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to the performance period or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaGrants.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for reimbursement as described in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement

is consented to by both parties in writing and is documented in GeorgiaGrants. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

2.7 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

2.8 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a funding announcement, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring it into compliance with the terms of this Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund reimbursements in a manner and timeframe as determined by OPB;
2. Requiring the Grantee to return or offset previous reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous reimbursements were made for allowable costs;
3. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;

4. Disallowing claims for reimbursement;
5. Wholly or partially suspending or terminating the Grant;
6. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved; or
7. Taking other remedies or appropriate actions as determined solely by OPB.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

OPB, at its sole discretion, may impose any of the remedies enumerated in this section without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable, and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

To the extent allowed by law, the Grantee waives any claims to dismiss obligations to pay the State for amounts owed due to non-compliance stemming from the Grantee's actions to dissolve, become insolvent, seek bankruptcy protection, or exercise other actions appearing to affect its ability to pay.

2.9 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31

U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

2.10 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

2.11 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds or reimbursement, suspension or debarment from federal and state grants, recoupment of monies reimbursed or provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee or of fraud, waste, false statements, or other errors in any submission for reimbursement, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for reimbursement or award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving reimbursement or award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if this Grant Project or personnel, as it pertains to the scope of this Grant, become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

2.12 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the reimbursed funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of reimbursed Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee, but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State

may have by operation of law.

2.14 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State of Georgia govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

2.15 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' wages, insurance, and taxes of whatever kind, arising out of or related to the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

2.16 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

2.17 System for Award Management (SAM) Requirements

To the extent applicable to Grantee's reimbursement under this Grant, the Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB

and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as provided in 2 C.F.R. § 200 (2013) as well as with 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989) that require “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies by executing Exhibit B of this Agreement that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224.

2.18 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

2.19 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee:

NAME	Gilbert Ballard
ADDRESS	100 Central Avenue Garden City, GA 31405
EMAIL	gballard@gardencity-ga.gov
PHONE	912-210-1117

If to OPB:

Governor's Office of Planning and Budget
2 Capitol Square SW
Atlanta
Georgia 30334
grants@opb.georgia.gov

2.20 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

2.21 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

3.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

3.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund or reimburse claims made under this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

3.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$165,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

3.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section

6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C. F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

3.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantees are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

3.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

3.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated, and payment withheld or return of grant funds or reimbursement required if this certification is inaccurate or false.

3.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the reimbursement of Grant funds in GeorgiaGrants. Financial documentation to support each request for reimbursement shall be submitted in GeorgiaGrants no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee shall comply with any reporting deadline(s) or schedule(s) that OPB may create to govern the submission of reimbursement requests. Failure to timely or properly submit expenses for reimbursement according to any such deadline(s) or schedule(s) may result in Grantee's disbursements being delayed or withheld by OPB until all reporting requirements are met by Grantee.

3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Agreement that it is in compliance with the Drug-Free Workplace Act of 1988, implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610.

4. Property and Procurement Requirements

4.1 [Reserved]

5. Audit and Records Requirements

5.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, production of personnel, access to systems, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs, reimbursement, and performances related to this Grant Agreement. Records and expenditures may be requested of Grantee at any time. Grantee shall provide requested records and expenditures within ten (10) business days of the date of request. Failure to comply with the terms of this subsection may result in termination of the grant and recoupment of distributed funds.

5.2 Single Audit Requirements

To the extent applicable to Grantee's reimbursement under this Grant, Grantees that are reimbursed \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybk01.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Grantee's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit

requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

5.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant reimbursement being withheld, other related requirements being imposed, or other penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

5.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all reimbursement of expenditures using grant funds. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the reimbursement of any expenditures under this Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures reimbursed under this Grant Agreement pursuant to 2 C.F.R. § 200.333 and state law, except that the period for retention of records shall be as set forth herein. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of conclusion of the Grant Project; submission of the final expenditure report; or any litigation, dispute or audit. Records related to expenses being reimbursed under this Grant must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

6.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department²:

1. Funds may not be used or reimbursed to Grantee to fill shortfalls in revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. All records and expenditures are subject to review;
2. Damages covered by insurance;
3. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
4. Reimbursement to donors for donated items or services;
5. Severance pay; and
6. Legal settlements.

The above are in addition to the non-reimbursable expenses set forth below in Section 6.2 of this Agreement.

6.2 Political Activities

Grant funds may not be used in connection with or to reimburse the following acts:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee of which the person is an officer or employee

² [SLFRF-Final-Rule.pdf \(treasury.gov\)](#)

to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay or reimburse any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient. The Grantee certifies its compliance with the provisions of this section through the execution of Exhibit B of this Grant Agreement.

7. Financial Requirements

7.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the American Rescue Plan Act of 2021. All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 7.6.

The Grantee will be authorized to submit requests for reimbursement during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaGrants prior to reimbursement.

The State may provide additional funds available to Grantee for reimbursable expenses within the scope of this Agreement beyond the total amount initially available to all Grantees. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

7.2 [Reserved]

7.3 Reporting

The Grantee must provide adequate support for expenditures to receive reimbursement using grant Funds in GeorgiaGrants. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support reimbursement must be submitted in GeorgiaGrants by no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, [Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, [Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB or any other relevant State or state agency in regard to this award and shall cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

7.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. No claims for reimbursement from any vendor, supplier, contractor, agent or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Reimbursement for eligible expenses will be made directly to the Grantee only.

7.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: State Fiscal Recovery Fund Payments.

7.6 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

7.7 Liquidation Period

Unless the Grant Agreement is terminated prior to October 31, 2026, the grant liquidation period shall be between October 31, 2026, and December 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier.

7.8 Project Close Out

The State will close-out the grant award following the performance period.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

To the extent applicable to this Agreement, the Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Grantee shall be limited to a maximum total reimbursement of \$1,006,814.60 for expenses deemed eligible under the terms of this Grant.

9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaGrants on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaGrants is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

First Name: Gilbert	Last Name: Ballard
Title: Chief of Police	
Email: gballard@gardencity-ga.gov	
Phone: 912-210-1117	

2. Authorized User Two (Optional)

First Name: Jeri	Last Name: Varnum
Title: Executive Assistant to Chief of Police	
Email: jvarnum@gardencity-ga.gov	
Phone: 912-963-2701	

[EXHIBITS AND SIGNATURE PAGES FOLLOW]

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments for reimbursable expenses from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021, and the institutional, managerial and financial capability to ensure proper planning, management and completion of the Grant Project contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to reimbursements; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and Executive Order 04.01.21.57 and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall submit allowable expenditures in GeorgiaGrants in accordance with the documentation requirements established by OPB.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, and places of public accommodation, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a

to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.

7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for Project purposes regardless of federal participation in purchases.
8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws, and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. § 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. § 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. § 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban

Development as an area having special flood hazards.

15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. § 902 (1966-1970); (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. § 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. § 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. § 117 (1977); (e) assurance of Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. § 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States,

Local Governments, and Non-Profit Organizations."

23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit A, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature: Gilbert Ballard
Gilbert Ballard (Jun 30, 2023 13:16 EDT)
(Authorized Representative of Grantee)
Name: Gilbert Ballard
Title: Chief of Police
Date: Jun 30, 2023

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility
Matters; and Drug-Free Workplace Requirements

As the duly authorized representative of the Grantee, I certify the following on behalf of the Grantee:

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Exec. Order 12549, 3 C.F.R. § 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

A. The Grantee certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

- A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
 - (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the Statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph

(d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

ADDRESS 1
100 Central Avenue

ADDRESS 2

CITY	STATE	ZIP	ZIP+4
Garden City	GA	31405	9369

4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, 85.605, and 85.610.

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit B, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature: Gilbert Ballard
Gilbert Ballard (Jun 30, 2023 13:16 EDT)
(Authorized Representative of Grantee)

Name: Gilbert Ballard

Title: Chief of Police

Date: Jun 30, 2023

EXHIBIT C

American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

I, Gilbert Ballard
am the Chief of Police
of Garden City Police Department
Unique Entity Identifier R7T4QG7KB1B9

(Print Name),
(Title)
("Grantee")
and I certify that:

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for reimbursement for eligible expenses incurred to prevent or mitigate the spread of COVID-19 from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021.
2. I understand that the State will rely on this certification as a material representation in making reimbursement payments to the Grantee.
3. I acknowledge that pursuant to this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of reimbursement it has received is in accordance with the terms of this Grant.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the Governor's Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.
5. I acknowledge that Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of reimbursement received.
7. I acknowledge and agree that all submissions for reimbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse expenses pursuant to this Grant Agreement are true and accurate to the best of my knowledge and belief, and that federal and State authorities may exercise any and all legal and equitable remedies against the Grantee involving any false records created or submitted, or in relation to findings concerning fraud, waste, or misuse of funds received.
8. I acknowledge that the Grantee's requests submitted for reimbursement from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") as created by the American Rescue Plan Act of 2021 will be used only to cover those costs that:

- a. Are expenditures made in accordance with the terms of this Agreement
- b. Were expenditures incurred during the period beginning the date of execution of this Agreement, and ending October 31, 2026, (or before the date funds are exhausted for the purpose of this Grant as solely determined by OPB), whichever is earlier.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit C, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature: Gilbert Ballard
Gilbert Ballard (Jun 30, 2023 13:16 EDT)
(Authorized Representative of Grantee)
Name: Gilbert Ballard
Title: Chief of Police
Date: Jun 30, 2023

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

gb
gb

Exhibit A – Grantee Assurances

gb
gb

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

gb
gb

Exhibit C – American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By:

Signature: Gilbert Ballard
Gilbert Ballard (Jun 30, 2023 13:16 EDT)
(Authorized Representative of Grantee)
Name: Gilbert Ballard
Title: Chief of Police
Date: Jun 30, 2023

SIGNATURE PAGE

Public Safety and Community Violence Reduction Terms and Conditions

Final Audit Report

2023-06-30

Created:	2023-06-14
By:	GeorgiaGrants DO NOT REPLY (grantcare_mgr@opb.georgia.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_sGsDNCbDZ4aMxvOSKV6fvroXkp5pV0u

"Public Safety and Community Violence Reduction Terms and Conditions" History

 Document created by GeorgiaGrants DO NOT REPLY (grantcare_mgr@opb.georgia.gov)
2023-06-14 - 6:22:17 PM GMT- IP address: 20.140.147.220

 Document emailed to JERI VARNUM (jvarnum@gardencity-ga.gov) for signature
2023-06-14 - 6:22:27 PM GMT

 Email viewed by JERI VARNUM (jvarnum@gardencity-ga.gov)
2023-06-15 - 9:12:37 AM GMT- IP address: 104.28.77.146

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2023-06-17 - 0:32:58 AM GMT- IP address: 104.28.39.143

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2023-06-18 - 2:07:12 AM GMT- IP address: 104.28.39.146

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2023-06-19 - 0:10:10 AM GMT- IP address: 104.28.57.243

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2023-06-21 - 1:14:13 AM GMT- IP address: 104.28.55.227

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2023-06-22 - 10:34:47 PM GMT- IP address: 104.28.39.129

 Email viewed by JERI VARNUM (jvarnum@gardencity-ga.gov)
2023-06-24 - 3:29:31 AM GMT- IP address: 172.226.170.55

 Document signing delegated to gballard@gardencity-ga.gov by JERI VARNUM (jvarnum@gardencity-ga.gov)
2023-06-30 - 1:31:37 PM GMT- IP address: 50.233.176.54




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 Document emailed to gballard@gardencity-ga.gov for signature

2023-06-30 - 1:31:38 PM GMT

 Email viewed by gballard@gardencity-ga.gov

2023-06-30 - 2:47:53 PM GMT- IP address: 104.28.132.125

 Signer gballard@gardencity-ga.gov entered name at signing as Gilbert Ballard

2023-06-30 - 5:16:21 PM GMT- IP address: 50.233.176.54

 Document e-signed by Gilbert Ballard (gballard@gardencity-ga.gov)

Signature Date: 2023-06-30 - 5:16:24 PM GMT - Time Source: server- IP address: 50.233.176.54

 Agreement completed.

2023-06-30 - 5:16:24 PM GMT



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RESOLUTION

A RESOLUTION ACCEPTING A GRANT FROM THE GOVERNOR'S OFFICE OF PLANNING AND BUDGET ON BEHALF OF THE STATE OF GEORGIA IN THE AMOUNT OF \$157,080.00 WITH NO MATCH REQUIRED UNDER THE PUBLIC SAFETY AND COMMUNITY VIOLENCE REDUCTION GRANT PROGRAM, GRANT NO. GA-0013867, FOR THE PURPOSE OF FUNDING THE LEASE ACQUISITION OF EIGHT (8) FLOCK FALCON AUTOMATED LICENSE PLATE READERS AND ONE (1) FLOCK RAVEN GUN DETECTION DEVICE THROUGH OCTOBER 31, 2026; AUTHORIZING THE POLICE CHIEF TO EXECUTE THE GRANT PROJECT AGREEMENT AND ALL DOCUMENTS IN CONNECTION WITH THE GRANT; TO AMEND THE BUDGET FOR FISCAL YEAR 2023 TO REFLECT AN INCREASE IN REVENUE AND EXPENSES IN CONNECTION WITH THE FUNDING AND LEASING OF THE NEW EQUIPMENT AND TECHNOLOGY; AND FOR OTHER PURPOSES.

WHEREAS, the Governor's Office of Planning and Budget has made State funds available through the Public Safety and Community Violence Reduction Grant Program to address violent gun crime and community violence that has increased as a result of COVID-19, and to address a decrease in public safety law enforcement staffing as a result of COVID-19; and,

WHEREAS, the Garden City Police Department has recently been awarded funding under the Public Safety and Community Violence Reduction Grant Program (Grant No. GA-0013867) in the amount of \$157,080.00, with no matching funds required, for the funding of the lease acquisition of eight (8) Flock Falcon automated license plate readers and one (1) Raven gun detection device through October 31, 2026; and,

WHEREAS, the eight (8) Flock Falcon automated license plate readers and one (1) Raven gun detection device are needed by the City's Police Department for use by the current and newly hired (through funding from Public Safety and Community Violence Reduction Grant No. GA-0013866) police officers on the Department's Crime Suppression Unit to address violent gun crime and community violence that has increased as a result of COVID-19; and,

WHEREAS, the City has determined that accepting the Grant would be in the City's best interest;

NOW, THEREFORE, be it resolved by the Mayor and Council that:

1. The City is authorized to accept the grant from the Governor's Office of Planning and Budget on behalf of the State of Georgia in the amount of \$157,080.00, with no match required, under the Public Safety and Community Violence Reduction Grant Program, Grant No. GA-0013867, for the purpose of funding the lease acquisition of eight (8) Flock Falcon automated license plate readers and one (1) Raven gun detection device through October 31, 2026.

2. The Garden City Police Chief is authorized to execute the Grant Program Agreement attached hereto as Exhibit A in connection with the Grant and to execute all documents and take all steps necessary to implement this authorization and the Grant Program's requirements and objectives.
3. The City shall pass a budget resolution prior to the end of fiscal year 2023 to reflect an increase in revenue and expense resulting from the grant funding and lease acquisition of the above-described new equipment and technology.
4. The City Manager and the Police Chief are hereby authorized to take such action as may be necessary to effectuate the intent of this resolution.

ADOPTED AND APPROVED this the _____ day of August, 2023 by the Mayor and Council of the City of Garden City, Georgia.

RHONDA FERRELL-BOWLES,
Clerk of Council

RECEIVED AND APPROVED this the _____ day of August, 2023.

BRUCE CAMPBELL, Mayor

AMERICAN RESCUE PLAN ACT
PUBLIC SAFETY AND COMMUNITY
VIOLENCE REDUCTION
GRANT PROGRAM

TERMS AND CONDITIONS

GRANT APPLICATION NAME

Equipment and Technology for Crime Suppression

About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the Governor’s Office of Planning and Budget (“OPB”) on behalf of the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the OPB on behalf of the State in the form of reimbursement payments using grant funds to Grantee, Garden City Police Department, from the State of Georgia’s allocation of funds from the State Fiscal Recovery Fund (“SFRF”) established within 42 U.S.C.A. § 802 via the American Rescue Plan Act of 2021 (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within GeorgiaGrants, (the grant management system administered by OPB), to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“ARPA”** means the federal American Rescue Plan Act of 2021.
2. **“SFRF”** means the funds allocated to Georgia as its share of the State Fiscal Recovery Fund created by the American Rescue Plan Act of 2021.
3. **“GeorgiaGrants”** means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of State Fiscal Recovery Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant or reimbursement to the Grantee from the State Fiscal Recovery Fund (“SFRF”).
5. **“Grant Project” or “Project”** means the public safety and community violence reduction project proposed by Grantee in its application to OPB as approved by OPB for funding under this Grant.
6. **“Grant Agreement” or “Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the State Fiscal Recovery Fund Terms and Conditions and its incorporated documents.
7. **“Grantee”** means the undersigned
Garden City Police Department
8. **“OPB”** means the Governor’s Office of Planning and Budget.
9. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
10. **“State”** means the State of Georgia.

2. General Requirements and Conditions

2.1 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations, and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded, and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation, and provision of additional information, return of Grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is authorized to submit such requests as defined in this Agreement, and that requests for reimbursement will pertain only to reasonable expenses incurred to fund the completion of the public safety and community violence reduction Project as approved by OPB and described in this Agreement.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

2.3 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB. Upon approval of the Grant Agreement, OPB or its designee will issue a statement of confirmation or acceptance (“funding announcement”) to the Grantee through Grantee’s representative listed in “Exhibit A” attached to this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants for reimbursement as specified in this Agreement.

2.4 Performance Period

Funding has been authorized for eligible expenditures incurred by the Grantee during the performance period for this Grant which is between the date of execution of this Agreement and October 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier (“Performance Period”). All expenditures must be incurred on or before October 31, 2026, and the Grantee must submit expenses for reimbursement through GeorgiaGrants during the Performance Period for this Grant by no later than December 31, 2026. The State will not be obligated to reimburse expenses incurred prior to or after the performance period. If Grantee is a State agency, Grantee shall not request additional funds from the State Budget for the continuation of the Grant Project after the Performance Period.

2.5 General Responsibility and Compliance

In order to qualify as an expense eligible for reimbursement, an expenditure shall be reasonable and shall be incurred solely to facilitate the completion of the public safety and community violence reduction Project identified in the Grantee's application as awarded and approved by OPB. Additionally, Grantee shall submit a proposed final Project budget to OPB prior to beginning work on the Project. Work on the Project shall not begin until the proposed final Project budget is approved in writing by OPB.

Any proposed revision to either the scope of the approved Project or to the approved final Project budget thereof shall be submitted to OPB along with a detailed justification for the proposed revision. Approval of any proposed revision to the scope of the Project or the Project budget shall be left at the sole discretion of OPB.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement.

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants in support of claims for reimbursement of expenditures; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will document appropriate protocols and procedures to support the types of expenditures claimed for reimbursement and to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system or process integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for expenditures. This system or process shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

2.6 Amendments and Changes to the Grant Agreement

The State may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant Project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to the performance period or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaGrants.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for reimbursement as described in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement

is consented to by both parties in writing and is documented in GeorgiaGrants. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

2.7 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

2.8 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a funding announcement, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring it into compliance with the terms of this Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund reimbursements in a manner and timeframe as determined by OPB;
2. Requiring the Grantee to return or offset previous reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous reimbursements were made for allowable costs;
3. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;

4. Disallowing claims for reimbursement;
5. Wholly or partially suspending or terminating the Grant;
6. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved; or
7. Taking other remedies or appropriate actions as determined solely by OPB.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

OPB, at its sole discretion, may impose any of the remedies enumerated in this section without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable, and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

To the extent allowed by law, the Grantee waives any claims to dismiss obligations to pay the State for amounts owed due to non-compliance stemming from the Grantee's actions to dissolve, become insolvent, seek bankruptcy protection, or exercise other actions appearing to affect its ability to pay.

2.9 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31

U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

2.10 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

2.11 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds or reimbursement, suspension or debarment from federal and state grants, recoupment of monies reimbursed or provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee or of fraud, waste, false statements, or other errors in any submission for reimbursement, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for reimbursement or award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving reimbursement or award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if this Grant Project or personnel, as it pertains to the scope of this Grant, become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

2.12 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the reimbursed funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of reimbursed Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee, but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State

may have by operation of law.

2.14 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State of Georgia govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

2.15 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' wages, insurance, and taxes of whatever kind, arising out of or related to the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

2.16 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

2.17 System for Award Management (SAM) Requirements

To the extent applicable to Grantee's reimbursement under this Grant, the Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB

and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as provided in 2 C.F.R. § 200 (2013) as well as with 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989) that require “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies by executing Exhibit B of this Agreement that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224.

2.18 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

2.19 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee:

NAME	GILBERT BALLARD
ADDRESS	100 Central Avenue Garden City, GA 31405
EMAIL	gballard@gardencity-ga.gov
PHONE	912-210-1117

If to OPB:

Governor's Office of Planning and Budget
2 Capitol Square SW
Atlanta
Georgia 30334
grants@opb.georgia.gov

2.20 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

2.21 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

3.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

3.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund or reimburse claims made under this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

3.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$165,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

3.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section

6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C. F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

3.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantees are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

3.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

3.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated, and payment withheld or return of grant funds or reimbursement required if this certification is inaccurate or false.

3.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the reimbursement of Grant funds in GeorgiaGrants. Financial documentation to support each request for reimbursement shall be submitted in GeorgiaGrants no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee shall comply with any reporting deadline(s) or schedule(s) that OPB may create to govern the submission of reimbursement requests. Failure to timely or properly submit expenses for reimbursement according to any such deadline(s) or schedule(s) may result in Grantee's disbursements being delayed or withheld by OPB until all reporting requirements are met by Grantee.

3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Agreement that it is in compliance with the Drug-Free Workplace Act of 1988, implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610.

4. Property and Procurement Requirements

4.1 [Reserved]

5. Audit and Records Requirements

5.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, production of personnel, access to systems, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs, reimbursement, and performances related to this Grant Agreement. Records and expenditures may be requested of Grantee at any time. Grantee shall provide requested records and expenditures within ten (10) business days of the date of request. Failure to comply with the terms of this subsection may result in termination of the grant and recoupment of distributed funds.

5.2 Single Audit Requirements

To the extent applicable to Grantee's reimbursement under this Grant, Grantees that are reimbursed \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Grantee's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit

requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

5.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant reimbursement being withheld, other related requirements being imposed, or other penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

5.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all reimbursement of expenditures using grant funds. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the reimbursement of any expenditures under this Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures reimbursed under this Grant Agreement pursuant to 2 C.F.R. § 200.333 and state law, except that the period for retention of records shall be as set forth herein. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of conclusion of the Grant Project; submission of the final expenditure report; or any litigation, dispute or audit. Records related to expenses being reimbursed under this Grant must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

6.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department²:

1. Funds may not be used or reimbursed to Grantee to fill shortfalls in revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. All records and expenditures are subject to review;
2. Damages covered by insurance;
3. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
4. Reimbursement to donors for donated items or services;
5. Severance pay; and
6. Legal settlements.

The above are in addition to the non-reimbursable expenses set forth below in Section 6.2 of this Agreement.

6.2 Political Activities

Grant funds may not be used in connection with or to reimburse the following acts:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee of which the person is an officer or employee

² [SLFRF-Final-Rule.pdf \(treasury.gov\)](#)

to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay or reimburse any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient. The Grantee certifies its compliance with the provisions of this section through the execution of Exhibit B of this Grant Agreement.

7. Financial Requirements

7.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the American Rescue Plan Act of 2021. All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 7.6.

The Grantee will be authorized to submit requests for reimbursement during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaGrants prior to reimbursement.

The State may provide additional funds available to Grantee for reimbursable expenses within the scope of this Agreement beyond the total amount initially available to all Grantees. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

7.2 [Reserved]

7.3 Reporting

The Grantee must provide adequate support for expenditures to receive reimbursement using grant Funds in GeorgiaGrants. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support reimbursement must be submitted in GeorgiaGrants by no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, [Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, [Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB or any other relevant State or state agency in regard to this award and shall cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

7.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. No claims for reimbursement from any vendor, supplier, contractor, agent or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Reimbursement for eligible expenses will be made directly to the Grantee only.

7.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: State Fiscal Recovery Fund Payments.

7.6 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

7.7 Liquidation Period

Unless the Grant Agreement is terminated prior to October 31, 2026, the grant liquidation period shall be between October 31, 2026, and December 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier.

7.8 Project Close Out

The State will close-out the grant award following the performance period.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

To the extent applicable to this Agreement, the Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Grantee shall be limited to a maximum total reimbursement of \$157,080.00 for expenses deemed eligible under the terms of this Grant.

9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaGrants on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaGrants is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

First Name: Gilbert Last Name: Ballard
Title: Chief of Police
Email: gballard@gardencity-ga.gov
Phone: 912-210-1117

2. Authorized User Two (Optional)

First Name: Jeri Last Name: Varnum
Title: Executive Assistant to Police Chief
Email: jvarnum@gardencity-ga.gov
Phone: 912-963-2701

[EXHIBITS AND SIGNATURE PAGES FOLLOW]

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments for reimbursable expenses from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021, and the institutional, managerial and financial capability to ensure proper planning, management and completion of the Grant Project contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to reimbursements; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and Executive Order 04.01.21.57 and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall submit allowable expenditures in GeorgiaGrants in accordance with the documentation requirements established by OPB.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, and places of public accommodation, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a

to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.

7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for Project purposes regardless of federal participation in purchases.
8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws, and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. § 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. § 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. § 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban

Development as an area having special flood hazards.

15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. § 902 (1966-1970); (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. § 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. § 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. § 117 (1977); (e) assurance of Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. § 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States,

Local Governments, and Non-Profit Organizations."

23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit A, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature: Gilbert Ballard
Gilbert Ballard (Jun 30, 2023 13:12 EDT)
(Authorized Representative of Grantee)
Name: GILBERT BALLARD
Title: Chief of Police
Date: Jun 30, 2023

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility
Matters; and Drug-Free Workplace Requirements

As the duly authorized representative of the Grantee, I certify the following on behalf of the Grantee:

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Exec. Order 12549, 3 C.F.R. § 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

A. The Grantee certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

- A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
 - (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the Statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph

(d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

ADDRESS 1
100 Central Avenue

ADDRESS 2

CITY	STATE	ZIP	ZIP+4
Garden City	Georgia	31405	9369

4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, 85.605, and 85.610.

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit B, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature: Gilbert Ballard
Gilbert Ballard (Jun 30, 2023 13:12 EDT)
(Authorized Representative of Grantee)

Name: GILBERT BALLARD

Title: Chief of Police

Date: Jun 30, 2023

EXHIBIT C

American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

I, GILBERT BALLARD
am the Chief of Police
of Garden City Police Department
Unique Entity Identifier R7T4QG7KB1B9

(Print Name),
(Title)
("Grantee")
and I certify that:

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for reimbursement for eligible expenses incurred to prevent or mitigate the spread of COVID-19 from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021.
2. I understand that the State will rely on this certification as a material representation in making reimbursement payments to the Grantee.
3. I acknowledge that pursuant to this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of reimbursement it has received is in accordance with the terms of this Grant.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the Governor's Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.
5. I acknowledge that Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of reimbursement received.
7. I acknowledge and agree that all submissions for reimbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse expenses pursuant to this Grant Agreement are true and accurate to the best of my knowledge and belief, and that federal and State authorities may exercise any and all legal and equitable remedies against the Grantee involving any false records created or submitted, or in relation to findings concerning fraud, waste, or misuse of funds received.
8. I acknowledge that the Grantee's requests submitted for reimbursement from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") as created by the American Rescue Plan Act of 2021 will be used only to cover those costs that:

- a. Are expenditures made in accordance with the terms of this Agreement
- b. Were expenditures incurred during the period beginning the date of execution of this Agreement, and ending October 31, 2026, (or before the date funds are exhausted for the purpose of this Grant as solely determined by OPB), whichever is earlier.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit C, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature: Gilbert Ballard
Gilbert Ballard (Jun 30, 2023 13:12 EDT)
(Authorized Representative of Grantee)
Name: GILBERT BALLARD
Title: Chief of Police
Date: Jun 30, 2023

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

gb
gb

Exhibit A – Grantee Assurances

gb
gb

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

gb
gb

Exhibit C – American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By:

Signature: Gilbert Ballard
Gilbert Ballard (Jun 30, 2023 13:12 EDT)
(Authorized Representative of Grantee)
Name: GILBERT BALLARD
Title: Chief of Police
Date: Jun 30, 2023

SIGNATURE PAGE

Public Safety and Community Violence Reduction Terms and Conditions

Final Audit Report

2023-06-30

Created:	2023-06-14
By:	GeorgiaGrants DO NOT REPLY (grantcare_mgr@opb.georgia.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAf_nfyriMTnNZHrdVkiGBztForLz_e_mS

"Public Safety and Community Violence Reduction Terms and Conditions" History

 Document created by GeorgiaGrants DO NOT REPLY (grantcare_mgr@opb.georgia.gov)
2023-06-14 - 6:22:16 PM GMT- IP address: 20.140.147.220

 Document emailed to JERI VARNUM (jvarnum@gardencity-ga.gov) for signature
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2023-06-21 - 1:14:16 AM GMT- IP address: 104.28.55.227

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2023-06-22 - 10:34:47 PM GMT- IP address: 104.28.39.129

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2023-06-24 - 3:29:31 AM GMT- IP address: 172.226.170.55



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 Document signing delegated to gballard@gardencity-ga.gov by JERI VARNUM (jvarnum@gardencity-ga.gov)

2023-06-30 - 1:31:57 PM GMT- IP address: 50.233.176.54

 Document emailed to gballard@gardencity-ga.gov for signature

2023-06-30 - 1:31:57 PM GMT

 Email viewed by gballard@gardencity-ga.gov

2023-06-30 - 2:47:49 PM GMT- IP address: 104.28.132.125

 Signer gballard@gardencity-ga.gov entered name at signing as Gilbert Ballard

2023-06-30 - 5:12:33 PM GMT- IP address: 50.233.176.54

 Document e-signed by Gilbert Ballard (gballard@gardencity-ga.gov)

Signature Date: 2023-06-30 - 5:12:35 PM GMT - Time Source: server- IP address: 50.233.176.54

 Agreement completed.

2023-06-30 - 5:12:35 PM GMT



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A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF TWENTY-FOUR (24) FALCON AUTOMATED LICENSE PLATE READERS AND TWO (2) RAVEN GUNSHOT DETECTION DEVICES, AND RELATED EQUIPMENT, FROM FLOCK GROUP, INC.; AND FOR OTHER PURPOSES.

WHEREAS, Garden City, Georgia, desires to execute an agreement with Flock Group, Inc., in a form approved by the City Attorney, relative to the lease of twenty-four (24) Falcon Automated License Plate Readers and two (2) Raven Gunshot Detection Devices for five (5) years at a price not to exceed \$93,700.00 in the first year of the agreement and at a price not to exceed \$88,500.00 for each of the next four (4) years; and,

WHEREAS, the City's need for the license plate readers and gunshot detection devices is caused by the increased gun crime and community violence which has occurred since the onset of COVID-19; and,

WHEREAS, law enforcement agencies throughout the State are successfully using automated license plate reader technology as a means of enhancing their enforcement and investigative capabilities, expanding their collection of relevant data, and expediting the time consuming process of manually comparing vehicle license plates with lists of vehicles that have either been stolen, associated with wanted persons, or otherwise of investigative interest; and,

WHEREAS, gunshot detection devices have also been proven to be very useful to law enforcement agencies in dispatching officers to the scene of a shooting incident at the time the incident occurs, and working well with license plate cameras to detect gunshots, identify the location of the gunshots, and take pictures of license plates of vehicles fleeing the area of the gunshot in as little as a minute; and,

WHEREAS, the implementation of automated license plate readers and gun detection devices in the City shall have the effect of successfully addressing community gun violence, and generally improving public safety; and,

WHEREAS, Flock Group, Inc., offers a soul source solution which allows the ability for the City to share images and information with other local law enforcement agencies using its equipment and technology; and,

WHEREAS, the Garden City Police Department is currently using Flock Group equipment and related services with no complaints; and,

WHEREAS, if any time during its agreement with Flock Group, Inc., the City is not satisfied with the automated license plate reader system or the gun detection devices, the City may elect to terminate the agreement at which time a refund will be provided, prorated for any fees paid for the remaining term of the agreement; and,

WHEREAS, the funding source for purchasing the automated license plate readers and gun shot devices shall be the Police Department's budget within the City's General Operating Fund

as supplemented by the Public Safety and Community Violence Reduction Grant No. GA-0013867 in the amount of \$157,080.00 which the Police Department was awarded by the Governor's Office of Planning and Budget on behalf of the State of Georgia;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of Garden City, Georgia, that the City Manager is hereby authorized to negotiate and execute on behalf of the City with Flock Group, Inc., an agreement containing the terms and conditions set forth in the contractor's proposal attached hereto as Exhibit A relative to the five (5) year lease acquisition of twenty (24) automated license plate readers and two (2) gunshot detection devices at a price not to exceed \$93,700.00 in the first year of the agreement and a price not to exceed \$88,500.00 for each of the next four (4) years.

BE IT FURTHER RESOLVED that the City Manager shall be authorized to execute any other documents which he and the City Attorney deem necessary to further the intent of this Resolution.

ADOPTED AND APPROVED this ____ day of August, 2023.

RHONDA FERRELL-BOWLES
Clerk of Council

RECEIVED AND APPROVED this ____ day of August, 2023.

BRUCE CAMPBELL, Mayor

Flock Safety + GA - Garden City PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Cam Reed
cam.reed@flocksafety.com
6186184539

Created Date: 08/03/2023
Expiration Date: 05/11/2023
Quote Number: Q-19679
PO Number:

flock safety



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 100 Central Ave Savannah, Georgia 31405

Ship To: 100 Central Ave Savannah, Georgia 31405

Billing Company Name: GA - Garden City PD

Subscription Term: 60 Months

Billing Contact Name:

Payment Terms: Net 30

Billing Email Address:

Retention Period: 30 Days

Billing Phone:

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$88,500.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	24	Included
Flock Safety Audio Products			
Flock Safety Raven® - 1/4mi	Included	1	Included
Flock Safety Raven® - 1/2mi	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	8	\$5,200.00

Subtotal Year 1:	\$93,700.00
Annual Recurring Subtotal:	\$88,500.00
Discounts:	\$77,500.00
Estimated Tax:	\$0.00
Contract Total:	\$447,700.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$93,700.00
Annual Recurring after Year 1	\$88,500.00
Contract Total	\$447,700.00

*Tax not included

Discounts Applied	Amount (USD)
Flock Safety Platform	\$77,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.
Flock Safety Raven®	An audio detection device that provides real-time alerting to law enforcement based on programmed audio events.
Flock Safety Raven®	An audio detection device that provides real-time alerting to law enforcement based on programmed audio events.
One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

RESOLUTION

WHEREAS, Garden City, Georgia, desires to purchase, over a five-year period, five (5) police body cameras and five (5) police vehicle cameras with built-in license plate readers and video storage for use in connection with the operation of five (5) new police vehicles which the City is in the processing of purchasing; and,

WHEREAS, the City's Police Chief has recommended that the City accept the proposal of Axon Enterprises, Inc., the original manufacturer of the cameras, to sell to the City, over a fifty-one (51) month period, five (5) new police vehicle cameras for a total price of \$27,456.01 to be paid in four (4) equal installments of \$6,864.00 in August 2023, November 2023, November 2024, and November 2025, said sales proposal being attached hereto as Exhibit A; and,

WHEREAS, the City's Police Chief has also recommended that the City accept the proposal of Axon Enterprises, Inc., to sell to the City five (5) new police body cameras for a total price of \$75,000.00 to be paid over a five-year period in five (5) equal annual installments of \$15,000.00 due and payable in February 2024, February 2025, February 2026, February 2027, and February 2028, said sales proposal being attached hereto as Exhibit B; and,

WHEREAS, the Police Chief has informed the City that the cameras, all covered by manufacturer's warranties, have advanced technology that includes their integration into a cloud-based system storing all of the Police Department's data; and,

WHEREAS, the 2023 payment installments for the purchase of the five (5) body cameras and five (5) police vehicle cameras have been identified as approved capital outlay items in the City's FY 2023 operational budget for the Police Department, and future installments are intended to be identified as approved capital outlay items in the budgets for the years during which they are due and paid; and,

WHEREAS, the Police Chief has informed the City that his department's personnel has become accustomed to, and are satisfied with, using the products of Axon Enterprise, Inc., the original developer, manufacturer, and supplier of law enforcement equipment, and that the sales proposals attached hereto as Exhibit A and Exhibit B constitute the lowest and most responsible sales proposals for purchasing the body cameras and police vehicle cameras;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Garden City, Georgia, that the City accept the attached proposals of Axon Enterprises, Inc., to (a) sell the City five (5) police body cameras together with the customary accessories for the total price of \$27,456.00 which shall be paid, subject to the City's future budgeting, in four (4) installments of \$6,864.00 in August 2023, November 2023, November 2024, and November 2025, and (b) sell the City five (5) police vehicle cameras for a total price of \$75,000.00 to be paid, subject to the City's future budgeting, in five (5) equal annual installments of \$15,000.00 in February 2024, February 2025, February 2026, February

2027, and February 2028, all as set forth in the sales proposals attached hereto as Exhibit A and Exhibit B, and that the first payments due in year 2023 be funded by the moneys which have been earmarked for such purpose as capital outlay items in the City's FY 2023 operational budget for the Police Department.

BE IT FURTHER RESOLVED that the City Manager be authorized to sign, on behalf of the City, purchase agreements or purchase orders with Axon Enterprises, Inc., containing the terms and provisions set forth in the sale proposals attached hereto as Exhibit A and Exhibit B including, but not limited to, the supply of product warranties, and that the City Manager be further authorized to sign, on behalf of the City, all other documents associated therewith.

ADOPTED AND APPROVED this ____ day of August, 2023.

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this ____ day of August, 2023.

BRUCE CAMPBELL, Mayor



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-451289-45114.645AM

Issued: 07/07/2023

Quote Expiration: 07/31/2023

Estimated Contract Start Date: 09/15/2023

Account Number: 132299

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business, Delivery, Invoice-100 Central Ave 100 Central Ave Savannah, GA 31405-9369 USA	Garden City Police Dept.-GA 100 Central Ave Savannah GA 31405-9369 USA Email: sghoodster@yahoo.com

SALES REPRESENTATIVE	PRIMARY CONTACT
Andrew Malherek Phone: Email: amalherek@axon.com Fax:	Richard Brian Hood Phone: (912) 966-7770 Email: hood@gardencity-ga.gov Fax: (912) 966-7785

EXHIBIT A

Quote Summary

Program Length	51 Months
TOTAL COST	\$27,456.01
ESTIMATED TOTAL W/ TAX	\$27,456.01

Discount Summary

Average Savings Per Year	\$1,914.93
TOTAL SAVINGS	\$8,138.44

Payment Summary

Date	Subtotal	Tax	Total
Aug 2023	\$6,864.01	\$0.00	\$6,864.01
Nov 2023	\$6,864.00	\$0.00	\$6,864.00
Nov 2024	\$6,864.00	\$0.00	\$6,864.00
Nov 2025	\$6,864.00	\$0.00	\$6,864.00
Total	\$27,456.01	\$0.00	\$27,456.01

Quote Unbundled Price: \$35,594.45
 Quote List Price: \$31,782.71
 Quote Subtotal: \$27,456.01

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	5	8		\$23.30	\$0.00	\$0.00	\$0.00	\$0.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	51	\$79.75	\$34.66	\$34.66	\$1,767.66	\$0.00	\$1,767.66
BWCamTAP	Body Worn Camera TAP Bundle	5	51	\$38.43	\$32.50	\$30.17	\$7,693.35	\$0.00	\$7,693.35
A la Carte Hardware									
AB3C	AB3 Camera Bundle	5			\$749.00	\$699.00	\$3,495.00	\$0.00	\$3,495.00
AB3MBD	AB3 Multi Bay Dock Bundle	1			\$1,595.00	\$1,495.00	\$1,495.00	\$0.00	\$1,495.00
A la Carte Software									
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	5	51		\$24.00	\$16.00	\$4,080.00	\$0.00	\$4,080.00
85760	Auto-Transcribe Unlimited Service	5	51		\$20.00	\$20.00	\$5,100.00	\$0.00	\$5,100.00
BasicLicense	Basic License Bundle	5	51		\$16.61	\$15.00	\$3,825.00	\$0.00	\$3,825.00
Total							\$27,456.01	\$0.00	\$27,456.01

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	6	08/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	5	08/15/2023
AB3 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	6	08/15/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	08/15/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	1	08/15/2023
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	05/15/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	5	05/15/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	11/15/2027
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	5	11/15/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	5	09/15/2023	12/14/2027
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	5	09/15/2023	12/14/2027
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	5	09/15/2023	12/14/2027
A la Carte	85760	Auto-Transcribe Unlimited Service	5	09/15/2023	12/14/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	08/15/2024	12/14/2027
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	5	08/15/2024	12/14/2027

Payment Details

Aug 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	5	\$0.00	\$0.00	\$0.00
Year 1	73886	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	5	\$1,020.00	\$0.00	\$1,020.00
Year 1	85760	Auto-Transcribe Unlimited Service	5	\$1,275.01	\$0.00	\$1,275.01
Year 1	AB3C	AB3 Camera Bundle	5	\$873.75	\$0.00	\$873.75
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$373.75	\$0.00	\$373.75
Year 1	BasicLicense	Basic License Bundle	5	\$956.25	\$0.00	\$956.25
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$441.91	\$0.00	\$441.91
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	5	\$1,923.34	\$0.00	\$1,923.34
Total				\$6,864.01	\$0.00	\$6,864.01

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Nov 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	5	\$0.00	\$0.00	\$0.00
Year 1	73886	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	5	\$1,020.00	\$0.00	\$1,020.00
Year 1	85760	Auto-Transcribe Unlimited Service	5	\$1,275.00	\$0.00	\$1,275.00
Year 1	AB3C	AB3 Camera Bundle	5	\$873.75	\$0.00	\$873.75
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$373.75	\$0.00	\$373.75
Year 1	BasicLicense	Basic License Bundle	5	\$956.25	\$0.00	\$956.25
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$441.91	\$0.00	\$441.91
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	5	\$1,923.34	\$0.00	\$1,923.34
Total				\$6,864.00	\$0.00	\$6,864.00

Nov 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	5	\$0.00	\$0.00	\$0.00
Year 2	73886	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	5	\$1,020.00	\$0.00	\$1,020.00
Year 2	85760	Auto-Transcribe Unlimited Service	5	\$1,275.00	\$0.00	\$1,275.00
Year 2	AB3C	AB3 Camera Bundle	5	\$873.75	\$0.00	\$873.75
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$373.75	\$0.00	\$373.75
Year 2	BasicLicense	Basic License Bundle	5	\$956.25	\$0.00	\$956.25
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$441.91	\$0.00	\$441.91
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	5	\$1,923.34	\$0.00	\$1,923.34
Total				\$6,864.00	\$0.00	\$6,864.00

Nov 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	5	\$0.00	\$0.00	\$0.00
Year 3	73886	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	5	\$1,020.00	\$0.00	\$1,020.00
Year 3	85760	Auto-Transcribe Unlimited Service	5	\$1,275.00	\$0.00	\$1,275.00
Year 3	AB3C	AB3 Camera Bundle	5	\$873.75	\$0.00	\$873.75
Year 3	AB3IMBD	AB3 Multi Bay Dock Bundle	1	\$373.75	\$0.00	\$373.75
Year 3	Basic License	Basic License Bundle	5	\$956.25	\$0.00	\$956.25
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$441.91	\$0.00	\$441.91
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	5	\$1,923.34	\$0.00	\$1,923.34
Total				\$6,864.00	\$0.00	\$6,864.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-433625-45114.633AM

Issued: 07/07/2023

Quote Expiration: 09/01/2023

Estimated Contract Start Date: 03/01/2024

Account Number: 132299

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Business:Delivery;Invoice-100 Central Ave 100 Central Ave Savannah, GA 31405-9369 USA	Garden City Police Dept.-GA 100 Central Ave Savannah GA 31405-9369 USA Email:	Andrew Malherek Phone: Email: amalherek@axon.com Fax:	Gilbert Ballard Phone: (912) 963-2704 Email: gballard@gardencity-ga.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$75,000.00
ESTIMATED TOTAL W/ TAX	\$75,000.00

Discount Summary

Average Savings Per Year	\$2,856.00
TOTAL SAVINGS	\$14,280.00

Payment Summary

Date	Subtotal	Tax	Total
Feb 2024	\$15,000.00	\$0.00	\$15,000.00
Feb 2025	\$15,000.00	\$0.00	\$15,000.00
Feb 2026	\$15,000.00	\$0.00	\$15,000.00
Feb 2027	\$15,000.00	\$0.00	\$15,000.00
Feb 2028	\$15,000.00	\$0.00	\$15,000.00
Total	\$75,000.00	\$0.00	\$75,000.00

Quote Unbundled Price: \$89,280.00
 Quote List Price: \$83,625.00
 Quote Subtotal: \$75,000.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	5	60	\$223.59	\$204.74	\$175.99	\$52,797.00	\$0.00	\$52,797.00
A la Carte Software									
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	5	60		\$64.01	\$64.01	\$19,203.00	\$0.00	\$19,203.00
A la Carte Services									
100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total							\$75,000.00	\$0.00	\$75,000.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic + TAP	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	5	01/01/2024
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	5	01/01/2024
Fleet 3 Basic + TAP	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	5	01/01/2024
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	5	01/01/2024
Fleet 3 Basic + TAP	72048	FLEET SIM INSERTION, ATT	5	01/01/2024
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	5	01/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	5	03/01/2024	02/28/2029
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	10	03/01/2024	02/28/2029
A la Carte	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	5	03/01/2024	02/28/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	5
A la Carte	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	5	03/01/2024	02/28/2029
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	5	01/01/2025	02/28/2029

Payment Details

Feb 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$0.00	\$600.00
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	5	\$3,840.60	\$0.00	\$3,840.60
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	5	\$10,559.40	\$0.00	\$10,559.40
Total				\$15,000.00	\$0.00	\$15,000.00

Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$0.00	\$600.00
Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	5	\$3,840.60	\$0.00	\$3,840.60
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	5	\$10,559.40	\$0.00	\$10,559.40
Total				\$15,000.00	\$0.00	\$15,000.00

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$0.00	\$600.00
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	5	\$3,840.60	\$0.00	\$3,840.60
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	5	\$10,559.40	\$0.00	\$10,559.40
Total				\$15,000.00	\$0.00	\$15,000.00

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$0.00	\$600.00
Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	5	\$3,840.60	\$0.00	\$3,840.60
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	5	\$10,559.40	\$0.00	\$10,559.40
Total				\$15,000.00	\$0.00	\$15,000.00

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$0.00	\$600.00
Year 5	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	5	\$3,840.60	\$0.00	\$3,840.60
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	5	\$10,559.40	\$0.00	\$10,559.40
Total				\$15,000.00	\$0.00	\$15,000.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

7/7/2023



Signature

Date Signed

7/7/2023



RESOLUTION

WHEREAS, Garden City, Georgia, desires to purchase six (6) police vehicles (together with associated equipment) to be used to address gun crime and community violence that have increased as a result of COVID-19; and,

WHEREAS, the purchase of the above-mentioned six (6) vehicles has been identified as an approved capital outlay item in the City's 2024 ARPA Fund budget at an amount of \$450,000.00; and,

WHEREAS, the Chief of Police desires to immediately solicit quotations for the purchase of the six (6) police vehicles, and to request the City Manager to sign a purchase order with the vendor having the lowest and most responsible proposal which is within the range of pricing established by the Georgia Statewide Contract for police vehicles established by the State Purchasing Division of the Georgia Department of Administrative Services, and which also does not exceed the proposed budgeted amount of \$450,000.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Garden City, Georgia, that (a) the Police Chief is authorized to immediately solicit quotations for the purchase of six (6) police vehicles (together with associated equipment) and (b) the City Manager is authorized to sign, as an authorized agent of the City, a purchase order with the vendor having the lowest and most responsible proposal which is within the range of pricing established by the Georgia Statewide Contract for police vehicles established by the State Purchasing Division of the Georgia Department of Administrative Services, and which also does not exceed the proposed budgeted amount of \$450,000.00.

BE IT FURTHER RESOLVED that the purchase shall be funded from the City's FY 2024 ARPA Fund Budget.

ADOPTED AND APPROVED this ____ day of August, 2023.

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this ____ day of August, 2023.

BRUCE CAMPBELL, Mayor

**A RESOLUTION TO RATIFYING EMERGENCY
REPAIRS TO CITY'S LADDER FIRE TRUCK**

WHEREAS, in July 2023, the City Manager was compelled to commit making certain emergency repairs to the City's ladder fire truck from Ten-8 Fire & Safety, LLC, totaling \$30,228.60 to replace slide pads, cables and sheaves as set forth on the service quote which is attached hereto as Exhibit A;

WHEREAS, the City Manager's purchase was made on an emergency basis since three (3) out of the City's five (5) fire trucks are currently out of commission; and,

WHEREAS, Ten-8 Fire & Safety, LLC, has previously provided the City with fire and emergency apparatus and equipment, as well as performed service and repair work on such equipment, for more than 30 years, and is very knowledgeable of the City's equipment and repair needs; and,

WHEREAS, on or about July 18, 2023, the City Manager, pursuant to Section 4.10 of the City's Purchasing Manual, Policies and Procedures, submitted to the Mayor and Council a record of the above-mentioned emergency repair, explaining the basis for the emergency, his method for selecting the company which was providing the repairs, and setting forth the name of the contractor, the amount and type of the repair procurement, a listing of the repairs being performed, and the identifying features of the repairs; and,

WHEREAS, the Mayor and Council presently wish to ratify and approve the above-mentioned emergency repair procurement, having determined from the City Manager's report that there was in fact an emergency threatening public health, welfare, and safety, and that the procurement was made with such competition as was practical under the circumstances;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, that the procurement of emergency repairs on the City's ladder fire truck totaling \$30,228.60, made during the month of July 2023 by the City Manager from Ten-8 Fire & Safety, LLC, be ratified and approved as being validly made pursuant to, and in compliance with, Section 4.10 of the City's Purchasing Manual.

ADOPTED AND APPROVED this _____ day of August, 2023.

Rhonda Ferrell-Bowles, Clerk of Council

RECEIVED AND APPROVED this _____ day of August, 2023.

Bruce Campbell, Mayor

EXHIBIT A



TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

GARDEN CITY FIRE DEPT.

2406 US HWY 80 WEST

GARDEN CITY GA 31408
USA

Copy

Page
Quote No:
Quote Date
Sales Employee

Service Quote

1/3
231014357
07/18/23
-No Sales Employee-

Customer No. **C00419**
PO Number **N/A**
Equipment Id.:
VIN #:
Description:
Veh. Miles:
Veh. Hours:
Approved:

	Description	Quantity	UoM	Disc. %	Price	Total
COMPL	REPLACE SLIDE PADS					
LABOR	LABOR	20		0.00	130.00	2,600.00
399251	SLIDE PAD NYLATRON BASE END SEC 2	4	EA	0.00	308.67	1,234.68
399240	SLIDE PAD BASE END	4	EA	0.00	322.67	1,290.68
399239	SLIDE PAD TIP END SEC 1	4	EA	0.00	241.33	965.32
399250	SLIDE PAD TIP	4	EA	0.00	266.67	1,066.68
SHOP	SHOP SUPPLIES	1		0.00	166.40	166.40
Subtotal:						7,323.76
COMPL	REPLACE CABLES AND SHEAVES					
LABOR	LABOR	24		0.00	130.00	3,120.00
488506	CABBLE KIT FOR HP75 AERIAL	1	EA	0.00	6,721.88	6,721.88
280373	SHEAVE 6.5X.813X1.374BX.375R 7-23	16	EA	0.00	340.00	5,440.00
360207	TEFLON BEARING 7/8X1-3/8X 3/4 7-23	8	EA	0.00	41.43	331.44
270179	TEFLON BEARING 1.25 X 1.375 X .8125	8	EA	0.00	41.43	331.44
399261	SHEAVE 5/.25 CABLE EXT/RET SYM	4	EA	0.00	225.33	901.32
900344	BRG .75 X 1 X .5 TEFLON	4	EA	0.00	37.14	148.56

This is an estimate, not a contract, and is valid for 30 calendar days. Estimates are provided on a best-endeavors basis only. Work will be charged based upon the price of parts provided by Ten-8 Fire & Safety, plus labor. If there is any unforeseen work directly related to the repairs on this estimate, the customer will be contacted for authorization to complete the additional work. If the additional work is declined, the customer is still liable for any work already completed per this estimate. By signing below, you authorize Ten-8 Fire & Safety, LLC. to perform the repairs detailed in the estimate above.

Confirm Info : _____ **Signature :** _____

Date : _____



TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

GARDEN CITY FIRE DEPT.

2406 US HWY 80 WEST

GARDEN CITY GA 31408
USA

Copy

Page
Quote No:
Quote Date
Sales Employee

Service Quote

2/3
231014357
07/18/23
-No Sales Employee-

Customer No. **C00419**
PO Number **N/A**
Equipment Id.:
VIN #:
Description:
Veh. Miles:
Veh. Hours:
Approved:

Currency: \$

Description	Quantity	UoM	Disc. %	Price	Total
SHOP SHOP SUPPLIES	1		0.00	228.80	228.80
Subtotal:					17,223.44
COMPL LADDER PM SERVICE					
LABOR LABOR	16		0.00	130.00	2,080.00
Parts GREASE AND FILTERS FOR PM SERVICE	1	EA	0.00	750.00	750.00
SHOP SHOP SUPPLIES	1		0.00	166.40	166.40
Subtotal:					2,996.40
COMPL LADDER TEST					
SUBLET OTHE 3RD PARTY LADDER TEST	1		0.00	1,500.00	1,500.00
Subtotal:					1,500.00
COMPL MOBILE SERVICE/INSPECTION					
TRAVEL TRAVEL SERVICE	3		0.00	145.00	435.00
Subtotal:					435.00

This is an estimate, not a contract, and is valid for 30 calendar days. Estimates are provided on a best-endeavors basis only. Work will be charged based upon the price of parts provided by Ten-8 Fire & Safety, plus labor. If there is any unforeseen work directly related to the repairs on this estimate, the customer will be contacted for authorization to complete the additional work. If the additional work is declined, the customer is still liable for any work already completed per this estimate. By signing below, you authorize Ten-8 Fire & Safety, LLC. to perform the repairs detailed in the estimate above.

Confirm Info : _____ **Signature :** _____

Date : _____



TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

GARDEN CITY FIRE DEPT.

2406 US HWY 80 WEST

GARDEN CITY GA 31408
USA

Copy

Page
Quote No:
Quote Date
Sales Employee

Service Quote

3/3
231014357
07/18/23
-No Sales Employee-

Customer No. **C00419**
PO Number **N/A**
Equipment Id.:
VIN #:
Description:
Veh. Miles:
Veh. Hours:
Approved:

Currency: \$

Tax Details

Tax Code	Tax %	Net	Tax

Additional Expenses:

Shipping Type:

#	Description	Net	Tax Code	Tax %	Tax	Gross
1	FREIGHT SER GA	750.00	GACHATHA	7.000	0.00	750.00

Subtotal: **\$ 29,478.60**
Freight: **\$ 750.00**
Total Before Tax: **\$ 30,228.60**
Total Tax Amount: **\$ 0.00**
Total Amount: \$ 30,228.60

This is an estimate, not a contract, and is valid for 30 calendar days. Estimates are provided on a best-endeavors basis only. Work will be charged based upon the price of parts provided by Ten-8 Fire & Safety, plus labor. If there is any unforeseen work directly related to the repairs on this estimate, the customer will be contacted for authorization to complete the additional work. If the additional work is declined, the customer is still liable for any work already completed per this estimate. By signing below, you authorize Ten-8 Fire & Safety, LLC. to perform the repairs detailed in the estimate above.

Confirm Info : _____ **Signature :** _____

Date : _____

A RESOLUTION AUTHORIZING A COMMITMENT TO PURCHASE A PIERCE-CUSTOM LADDER/AERIAL FIRE TRUCK AND A PIERCE-CUSTOM FIRE ENGINE, AND RELATED EQUIPMENT AND SERVICE GUARANTEES, FROM TEN-8 FIRE & SAFETY, LLC, THROUGH EITHER THE STATE OF GEORGIA COOPERATIVE PURCHASING PROGRAM, OR THROUGH THE CITY'S OWN COMPETITIVE BIDDING PROCESS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR THE PURPOSES.

WHEREAS, the Mayor and Council have determined that a true and very real need exists for the acquisition of a new Ladder/Aerial Fire Truck and Fire Engine, as well as related equipment and service guarantees, as contemplated herein, which, because of manufacturing lead times must be ordered in this fiscal year but will delivered in another fiscal year, and hereby finds and determines that the execution of an agreement for the purpose of ordering and purchasing said equipment is appropriate and necessary to the function and operations of the City, and that the use of the needed equipment is essential to the City's proper, efficient, and economic operation; and,

WHEREAS, the City desires to purchase a Pierce-Custom Ladder/Aerial Fire Truck, together with related equipment and service guarantees, as more fully described in the specifications set forth in the sales proposal attached hereto and expressly incorporated herein as Exhibit A, from TEN-8 Fire & Safety, LLC, through either the State of Georgia Cooperative Purchasing Program, a national cooperative procurement organization offering publicly solicited contracts to governmental entities and being recognized and accepted by the State of Georgia, or by said company being the lowest and most responsible vendor as determined by the City's own competitive bidding process, for a total purchase price not to exceed \$2,017,866.86; and,

WHEREAS, the City further desires to purchase a Pierce-Custom Fire Engine, together with related equipment and service guarantees, as more fully described in the specifications set forth in the sales proposal attached hereto and expressly incorporated herein as Exhibit B, from TEN-8 Fire & Safety, LLC, through either the State of Georgia Cooperative Purchasing Program, a national cooperative procurement organization offering publicly solicited contracts to governmental entities and being recognized and accepted by the State of Georgia, or by said company being the lowest and most responsible vendor as determined by the City's own competitive bidding process, for a total purchase price not to exceed \$752,136.86; and,

WHEREAS, Mayor and Council finds that, in order to insure the timely manufacturing and delivery of the above-mentioned Ladder/Aerial Fire Truck and Fire Engine, the City must first enter into agreements with Ten-8 Fire & Safety, LLC, to purchase the equipment; and,

WHEREAS, the Mayor and Council find that the safety of the public requires the actions contemplated;

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

1. The City Manager is hereby authorized and directed to commit to the purchase of a Pierce-Custom Ladder/Aerial Fire Truck together with the related equipment and service guarantees, as more fully described in the specifications set forth in the sales proposal attached hereto as Exhibit A, from TEN-8 Fire & Safety, LLC, through either the State of Georgia Cooperative Purchasing Program, a national cooperative procurement organization offering publicly solicited contracts to governmental entities and being recognized and accepted by the State of Georgia, or by said company being the lowest and most responsible vendor as determined by or through the City's own competitive bidding process, for a price not to exceed \$2,017,866.86.
2. The City Manager is further authorized and directed to purchase a Pierce-Custom Fire Engine together with related equipment and service guarantees as more fully described in the specifications in the sales proposal attached hereto as Exhibit B, from TEN-8 Fire & Safety, LLC, through either the State of Georgia Cooperative Purchasing Program, a national cooperative procurement organization offering publicly solicited contracts to governmental entities and being recognized and accepted by the State of Georgia, or by said company being the lowest and most responsible vendor as determined by the City's own competitive bidding process for a price not to exceed \$752,136.86.
3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, welfare and for the further reason that it is immediately necessary in order to acquire the new Pierce-Custom Ladder/Aerial Fire Truck and Pierce-Custom Fire Engine and any associated equipment and service guarantees at the earliest possible time.
4. It is further resolved that the purchase of the above-mentioned vehicles and the related equipment and service guarantees shall be funded from the City's FY24 ARPA Fund Budget.
5. It is further resolved that this Resolution shall become effective immediately upon its passage.
6. It is further resolved that if any provision of this Resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatsoever, this Resolution and the provisions of this Resolution being deemed to be the separate independent and severable act of the Mayor and Council.

ADOPTED AND APPROVED this ____ day of August, 2023.

RHONDA FERRELL-BOWLES
Clerk of Council

RECEIVED AND APPROVED this ____ day of August, 2023.

BRUCE CAMPBELL, Mayor

**Equipment Proposal**

Proposal # 40233

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: July 18, 2023 ("Proposal Date")Customer: Garden City Fire ("Customer")Customer Address: Garden City, GA

Qty	Product Description & Options	Price
1	Pierce custom 100' platform	\$1,838,300.00
	Optional equipment allowance	\$150,000.00
	Optional 3 year service contract	29566.86
	Discount if ordered before August 4 th , 2023	(\$29,000.00)
**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.		Total:

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 6 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: The unit being quoted is a stock unit and available on a first come first serve basis.

The unit can not be held until this contract is signed and returned or a PO is issued for it's purchase. Pricing includes Delivery, final inspection travel, and training.

Unless accepted within 30 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: _____

Ten-8 Fire & Safety, LLC

By: _____

By: _____

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: _____

Date: _____

Date: _____

**Equipment Proposal**

Proposal # 40735

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: **July 17, 2023** ("Proposal Date")Customer: **Garden City Fire** ("Customer")Customer Address: **Garden City, GA**

Qty	Product Description & Options	Price
1	Pierce custom pumper (stock unit)	\$685,800.00
	Optional Pumper Equipment	\$50,000.00
	Optional 3 year service contract	\$16,336.86
	Discount if ordered before August 4 th , 2023	(\$10,650.00)
**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.		Total:

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 6 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: The unit being quoted is a stock unit and available on a first come first serve basis.

The unit can not be held until this contract is signed and returned or a PO is issued for it's purchase. Pricing includes Delivery, final inspection travel, and training.

Unless accepted within 30 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: _____

Ten-8 Fire & Safety, LLC

By: _____

By: _____

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: _____

Date: _____

Date: _____

RESOLUTION

WHEREAS, Garden City, Georgia, desires to purchase three (3) vehicles (together with associated equipment) to be used for fire department purposes in order to meet the public safety needs of its residents; and,

WHEREAS, the purchase of the above-mentioned vehicles has been identified as an approved capital outlay item in the City's 2024 SPLOST Fund budget at an amount of \$180,000.00; and,

WHEREAS, the City's Fire Chief desires to immediately solicit quotations for the purchase of the fire department vehicles, and to request the City Manager to sign a purchase order with the vendor having the lowest and most responsible proposal which is within the range of pricing established by the Georgia Statewide Contract for emergency vehicles established by the State Purchasing Division of the Georgia Department of Administrative Services, and which also does not exceed the proposed budgeted amount of \$180,000.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Garden City, Georgia, that (a) the City's Fire Chief is authorized to immediately solicit quotations for the purchase of three (3) vehicles (together with associated equipment) to be used for fire department purposes and (b) the City Manager is authorized to sign, as an authorized agent of the City, a purchase order with the vendor having the lowest and most responsible proposal which is within the range of pricing established by the Georgia Statewide Contract for emergency vehicles established by the State Purchasing Division of the Georgia Department of Administrative Services, and which also does not exceed the proposed budgeted amount of \$180,000.00.

BE IT FURTHER RESOLVED that the purchase shall be funded from the City's FY 2024 SPLOST Fund Budget.

ADOPTED AND APPROVED this ____ day of August, 2023.

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this ____ day of August, 2023.

BRUCE CAMPBELL, Mayor

**A RESOLUTION AUTHORIZING GARDEN CITY, GEORGIA, TO
ENTER INTO A DEVELOPMENT AGREEMENT WITH CENTERPOINT
FAWCETT TRACT LLC FOR THE DEVELOPMENT OF A 68.556 ACRE
TRACT LOCATED SOUTHWEST OF THE ANDERSON STREET EXTENSION
OFF OF U.S. HIGHWAY 80; TO AUTHORIZE THE CITY'S CITY MANAGER
TO EXECUTE AN AGREEMENT FOR SAID DEVELOPMENT; AND FOR
OTHER PURPOSES.**

WHEREAS, CenterPoint Fawcett Tract, LLC, a Georgia limited liability company (the Developer”), has entered into a Purchase and Sale Agreement for the purchase of a 68.556 acre tract located Southwest of the Anderson Street Extension off of U.S. Highway 80, being a combination of Lot 1A, Lot 2A, the Western Half of Lot 8, Lot 1B, Lot 2B, Lot 9, the Western Portion of Lot 10, and Lot 1C, of the Miller-Mendel Holdings in The Dogwood Tract, and a 8.5 Acre Portion of the Central Development Company Tract, Garden City, Chatham County, Georgia, having Chatham County, Georgia, Tax Parcel Numbers of 60022-01001, 60022-01004, 60022-01005, 60021-01001, 60021-01002, 60021-01003, 60021-01004, 60021-01005 & 60021-01006, and being more particularly described in a plat of survey dated July 21, 2023 which is attached hereto as Exhibit “A” (the “**Property**”); and,

WHEREAS, the Developer desires to construct a 600,000 square foot Class A warehouse on the Property (the “Project”) to be operated in conjunction with its existing other industrial parks within the City, and wants to ensure that its development of the Property will be afforded the necessary road access, water, and sewer service; and,

WHEREAS, the Developer and the City have had negotiations relative to the manner and method by which the Developer will (a) widen and extend Anderson Street, by approximately 1,200 linear feet, from U.S. Highway 80 to the Property within City right-of-way including a 1.350 acre parcel recently conveyed to it by the State of Georgia in that certain Quitclaim Deed dated August 12, 2022, filed for record and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 2927, Page 641, and then continuing the right-of-way improvements through the Property as a further extension of Anderson Street to a 13.27-acre parcel of land owned by the City on Fifth Street and commonly known as the Haynes Elementary School Site (Chatham County, Georgia, Tax Parcel No. 60018-01001) (the “**City-Owned Fifth Street Parcel**”); (b) upgrade the existing water utilities along the Anderson Street extension to a twelve inch (12”) water main and extend the upgraded water utilities within the City’s right-of-way running from U.S. Highway 80 to the Property, and then further extend them through the Property within the Anderson Street extension to the City-Owned Fifth Street Parcel; and, (iii) upgrade the sewer utilities along the Anderson Street extension to an eight inch (8”) force main and extend the upgraded sewer utilities within the City’s right-of-way running from U.S. Highway 80 to the Property, and then further extend them through the Property within the Anderson Street extension to the City-Owned Fifth Street Parcel; and,

WHEREAS, the Developer and the City have had additional negotiations relative to the manner and method by which the Developer will landscape the Property with a focus on aesthetics and visually screening the industrial improvements from adjacent properties; and,

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

WHEREAS, to accomplish the above-stated purposes, the City and the Developer have negotiated an agreement (the "Agreement") for the purpose of setting forth their respective commitments related to supplying the Property with road access, water and sewer service, and agreeing upon a landscaping plan for the Property, a copy of said Agreement being attached hereto as Exhibit "B"; and,

WHEREAS, the Agreement obligates the Developer to: (1) pay for all costs to upgrade and extend the road, water line, and sewer infrastructure westward from U. S. Highway 80 to the Property as well as to the City-Owned Fifth Street Parcel within the Anderson Street extension including, but not limited to, all design, engineering, and construction costs; (2) dedicate to the City the newly constructed Anderson Street extension, the twelve inch (12") inch water main extension, and the eight inch (8") inch force main extension and provide the City a one-year warranty for any faulty workmanship and/or defective materials; and (3) implement a landscaping plan in general conformance with the plan attached to the Agreement as Exhibit "C" which provides for (i) landscaping the areas around the Anderson Street extension, ditches, and the newly constructed dry ponds for the Project; (ii) the erection of a 8'-0" high chain link fence with slats that parallel the Anderson Street extension; and, (iii) the placement of plants at the corners and sides of buildings that face the Anderson Street extension; and,

WHEREAS, in order to enable the Developer to complete its above-stated obligations under the Agreement, the City has agreed to grant the Developer (a) an easement over its Anderson Street right-of-way (including the above-mentioned 1.350 acre right-of-way parcel recently conveyed to the City by the State of Georgia), to provide vehicular and pedestrian ingress and egress to and from US Highway 80 from and to the Property, and to enable the Developer to construct the right-of-way, water, and wastewater improvements pursuant to the terms of the Agreement, and (b) an easement over the City-Owned Fifth Street Parcel to provide vehicular and pedestrian ingress and egress to and from the Property from and to the City-Owned Fifth Street Parcel, and to enable Developer to construct certain right-of-way, water, and wastewater improvements pursuant to the terms of the Agreement;

WHEREAS, in return for the Developer's stated commitments set forth in the Agreement, the City has agreed to: (1) accept the Developer's dedication of the newly constructed Anderson Street extension, the twelve inch (12") inch water main extension, and the eight inch (8") inch force main extension and provide for the future maintenance, repair, and replacement of same; (2) provide water service to the Property through the water lines which the Developer is constructing from U.S. Highway 80 to the Property; (3) accept the Developer's sewage from the Project for treatment subject to all environmental standards imposed by any regulatory authority or City Ordinance via the sanitary sewer system improvements being constructed by Developer pursuant to the Agreement which shall include a receiving manhole connecting to a City manhole for conveyance to the City's publicly owned treatment works at a connection point and method of connection designated and approved by the City; and (4) not

charge the Developer any utility connection fees, site permit fees, and building permit fees in connection with the Project; and,

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

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

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

SO RESOLVED this 21st day of August, 2023.

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this 21st day of August, 2023.

BRUCE CAMPBELL, Mayor

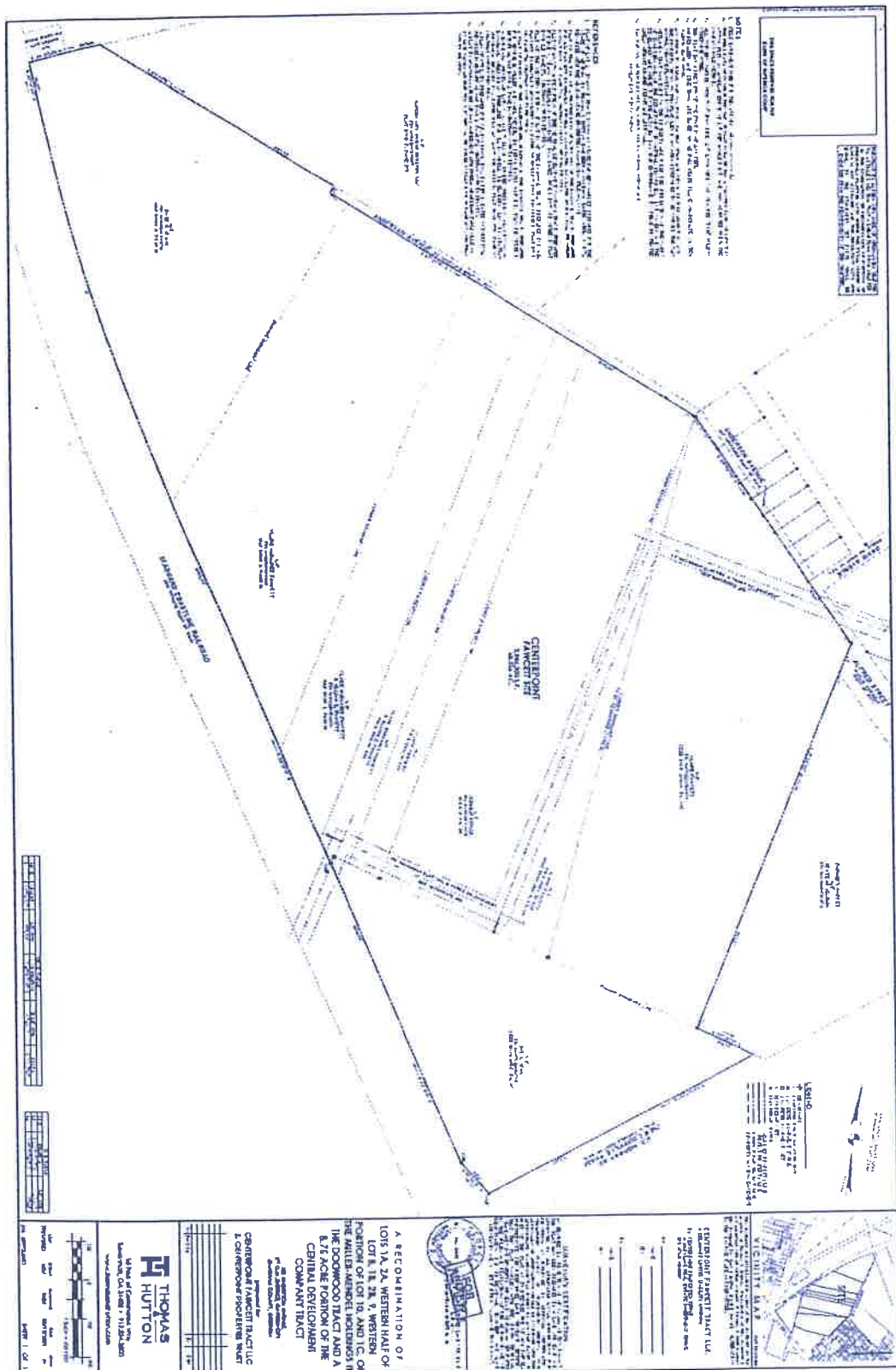


EXHIBIT "B"

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of _____, 2023 (the “**Effective Date**”), by and between CENTERPOINT FAWCETT TRACT LLC, a Delaware limited liability company, hereinafter referred to as the “**Developer**”, and GARDEN CITY, GEORGIA, a Georgia municipal corporation, hereinafter referred to as the “**City**” (each being referred to as a “**Party**” and collectively as “**Parties**” to the Agreement).

RECITALS

WHEREAS, Developer is owner of a parcel of real estate described as approximately 68.556 acres of land legally described on Exhibit “A-1” and depicted on Exhibit “A-2” attached hereto and made a part hereof (the “**Property**”); and,

WHEREAS, Developer desires to develop the Property for industrial warehousing purposes in compliance with the laws and regulations of the City, and further desires to ensure that its development of the Property will be afforded the necessary water, sewer, road, and road intersection improvements; and,

WHEREAS, Developer and the City desire to presently arrive at an agreement relative to the manner and method by which the City’s water and sewer utility system improvements will be constructed to accommodate the Property as well as extending Anderson Street and the utility system improvements to a 13.27-acre parcel of land owned by the City on 5th Street and commonly known as the Haynes Elementary School Site (Tax Parcel No. 6-0018-01001) (the “**City-Owned Fifth Street Parcel**”); and

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

WHEREAS, in order to accomplish the above-stated purposes, the parties desire to enter into this Agreement for the purpose of setting forth their respective commitments with respect to contributing to the design and construction of the above-mentioned public improvements for the industrial development of the Property.

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

ARTICLE 1

PURPOSE, AUTHORITY, TERM AND BENEFITS

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

1.02 Project Defined. The Developer's Project to be benefited by this Agreement, to be known as the "CenterPoint Industrial Market", includes an industrial warehousing development which may or may not include the subdivision or recombination of real property, the construction of off-site and on-site water and sewer utilities and road infrastructure improvements for which the public components of this infrastructure shall be dedicated and conveyed to, and accepted by, the City; and other infrastructure adequate for the development of the Property consistent with this Agreement (the "**Project**").

1.03 Benefits. This Agreement provides the City's commitment as to the timely review of the Developer's construction plans associated with the installation/construction of water/sewer and road infrastructure for the Property pursuant to the terms and conditions specified herein as well as other considerations related to the Property as outlined herein. The City's execution of this Agreement constitutes a valid and binding obligation of the City under the laws of the State of Georgia. Developer's execution of this Agreement constitutes a valid and binding obligation of the Developer.

1.04 Term. The term of the Agreement will commence on the Effective Date whereupon this Agreement shall bind the Parties and run with the Property.

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

ARTICLE 2

DEVELOPMENT STANDARDS AND REVIEW PROCEDURES

2.01 Generally. Except as may be provided in this Agreement, all development applications and development related activities of the Property will comply with the applicable City Code provisions.

ARTICLE 3

ANDERSON STREET EXTENSION | WATER AND WASTEWATER SERVICES

3.01 Conditions for Connections by the Property to the City Utility Systems and Existing Anderson Street Right-of-Way.

(a) The Parties acknowledge that as of the Effective Date, the City cannot: (i) access the City-Owned Fifth Street Parcel without the Developer widening and extending the Anderson Street right-of-way; and (ii) deliver water and wastewater services to the Property unless certain agreed upon right-of-way, on-site water and wastewater improvements are completed by the Developer as described herein (collectively, the "**Work**"). Furthermore, the Developer shall be required to pay for all of the design, state and federal permitting and construction related costs associated with the Work as described below. The Work shall be performed by Developer in accordance with City-approved plans and specifications prepared by firms employed by the Developer.

(b) The Work shall consist of: (i) widening and extending Anderson Street by approximately 1,200 linear feet, from Highway 80 to the Property within City right-of-way including a 1.350 acre parcel recently conveyed to the City by the State of Georgia in that certain Quitclaim Deed dated August 12, 2022, filed for record and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 2927, Page 641, and then continuing the right-of-way improvements through the Property as a further extension of Anderson Street to the City-Owned Fifth Street Parcel, (ii) upgrading the existing water utilities along the Anderson Street extension to a twelve inch (12") water main and extending the upgraded water utilities within the City's right-of-way running from Highway 80 to the Property, and then further extending them through the Property within the Anderson Street extension to the City-Owned Fifth Street Parcel; and (iii) upgrading the sewer utilities along Anderson Street extension to an eight inch (8") force main and extending the upgraded sewer utilities within the City's right-of-way running from Highway 80 to the Property, and then further extending them through the Property within the Anderson Street extension to the City-Owned Fifth Street Parcel. The Work shall be performed by Developer in accordance with applicable federal, state (including, but not limited to GDOT), and local laws and regulations. The preliminary plans for construction are attached hereto as **Exhibit "B"** which is incorporated herein and made a part hereof (the "**Preliminary Plans**"). Developer shall cause final construction plans to be prepared (the "**Final Plans**") and, when available, shall submit the same to the City for approval, which approval shall not be unreasonably withheld. Upon approval of the final plans by the City, the parties shall amend this Development Agreement to replace the Preliminary Plans attached hereto as **Exhibit "B"** with the Final Plans.

(c) In funding all design and construction costs associated with its performance of the Work, the Developer shall use traditional financing sources with the understanding that the City will not contribute funding for any design, permitting and/or construction tasks described herein. At the Developer's sole cost, Thomas & Hutton, its designated design engineer (the "**Design Engineer**"), shall perform all inspections in connection with Developer's performance of the Work to ensure conformance with all applicable federal, state, and local laws and regulations. Developer shall provide to the City a statement from its Design Engineer certifying that to the best of its knowledge, information and belief, the materials and workmanship (including pipes, bedding, thrust blocks, valves, fire hydrants, manholes, and lift station equipment) and any other related materials and work meet all applicable federal, state, and local laws and regulations. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, and compaction.

(d) Upon completion of the Work in accordance with all applicable federal, state, and local laws and regulations, the newly constructed Anderson Street extension (approximately 1,200 linear feet), the twelve inch (12") inch water main (approximately 1,850 linear feet) and the eight inch (8") inch force main (approximately 780 linear feet) will be dedicated by the Developer to the City, and the City will accept ownership responsibility via formal acceptance by the City Council for the maintenance and operation thereof. As a precondition for such dedication, the Developer shall execute (1) a bill of sale and right-of-way deed conveying to the City title to the newly constructed Anderson Street extension and water and sewer utility

facilities and (2) such other documents the City may reasonably request as necessary to consummate the dedication contemplated by this Agreement. All such documents shall be prepared by the City in a form reasonably acceptable to the Developer. Notwithstanding the City's acceptance of the dedication of the newly constructed water and sewer utility facilities upon the completion of same, the Developer shall, at its sole cost and expense, remedy any faulty workmanship or defective materials, and pay for any damage caused by such defects, for a period of one (1) year from the date of the City's acceptance of the dedication. The City will provide water supply through the dedicated water utility facilities subject to all environmental standards imposed by any regulatory authority or City ordinance.

(e) The City will also accept the Developer's sewage from the Project for treatment subject to all environmental standards imposed by any regulatory authority or City Ordinance via the sanitary sewer system improvements being constructed by Developer pursuant hereto which shall include a receiving manhole connecting to a City manhole for conveyance to the City's publicly owned treatment works (POTW) at a connection point and method of connection designated and approved by the City. Developer shall execute a bill of sale conveying to the City title to the portion of the newly constructed sewer improvements running from the intersection of Anderson Street and Highway 80 westward to City-Owned Fifth Street Parcel, which shall be maintained by the City at the City's expense. The portion of the newly constructed water and sewer improvements which are not located within the City owned right-of-way shall be privately owned and maintained by the Developer at its own expense.

(f) Developer shall hold the City harmless for any claims and damages due to its work associated with the tie-on to the City's water and sewer lines other than claims and damages resulting from the City's own negligence or intentional misconduct. Prior to commencing the Work, Developer shall provide the City a certificate of insurance which (a) verifies that the Developer and its contractor have obtained insurance policies issued by insurance companies licensed to conduct business in Georgia which provide the City with adequate coverage for personal injury, including death, claims for property damage arising out of the portion of the Work being performed by the Developer or the Developer's contractor on any property in which the City holds an ownership or easement interest, and for the contractual liability imposed upon Developer herein, (b) names the City as an additional insured as to whom the required coverages herein are in force and applicable and for whom a defense will be provided as to all such coverages, (c) requires that the City be notified thirty (30) days in advance of cancellation of the policies, and (d) indicates the existence of comprehensive liability coverage, automobile liability coverage, and umbrella coverage in reasonable amounts established by the City Manager.

3.02 Service Fees for Utilities Furnished to Property. In lieu of paying the City connection fees for the Project on a per residential equivalent unit (REU) basis for water and sewer service provided by the City, Developer shall design and construct all improvements, as shown on Exhibit "B", at its sole cost and expense.

3.03 Dedication and Acceptance of Anderson Street Extension Right-of-Way. The Developer agrees to dedicate the Anderson Street extension right-of-way, as shown on Exhibit "B", to the City. Upon such dedication, the City shall, via formal action by the City Council,

accept the Anderson Street extension right-of-way for maintenance and operation thereof, subject to Developer's obligations under 3.01(d) hereof, and the Anderson Street extension public right-of-way shall be formally opened for public use.

3.04 Easements. In order to complete the Work, the City hereby grants the following easements to Developer:

(a) an easement over the above-mentioned City-owned right-of-way parcel containing approximately 1.350 acres of land (the "**Access Easement**") to (i) provide vehicular and pedestrian ingress and egress to and from US Highway 80 from and to the Property, and (ii) enable Developer to construct certain right-of-way, water, and wastewater improvements pursuant to the terms of this Agreement. In addition to the grant of the Access Easement pursuant to this Agreement, the parties have agreed to execute and record a separate Access Easement Agreement whereby the City grants such Access Easement to Developer.

(b) an easement over City-Owned Fifth Street Parcel (the "**Fifth Street Parcel Easement**") to (i) provide vehicular and pedestrian ingress and egress to and from the Property from and to the City-Owned Fifth Street Parcel, and (ii) enable Developer to construct certain right-of-way, water, and wastewater improvements pursuant to the terms of this Agreement. The City hereby grants to Fifth Street Parcel Easement to Developer without the need for a separate easement agreement.

3.05 Service Fees for Site and Building Permits. In lieu of paying the City site permit fees and building permit fees for the Project, Developer shall design and construct all right-of-way improvements, as shown on **Exhibit "B"**, at its sole cost and expense.

ARTICLE 4 LANDSCAPING PLANS

4.01 Landscaping Plans. In lieu of meeting all the requirements set forth in Chapter 90, Article VIII, of the City Code entitled "Tree Protection and Landscaping," the Developer will construct a 8'-0" wide tree planting median with a 8'-0" wide multi-use trail along the rear setback of residential lots, (Tax Parcels 6-0019-01006, 6-0019-01005, 6-0019-01004, 6-0019-01009, 6-0019-01008, 6-0019-01007, 6-0019-01002, 6-0019-01001), to act as a visual screen barrier, as shown on the preliminary landscaping plans attached hereto as **Exhibit "C"** (the "**Preliminary Landscaping Plans**"). The final landscaping plans for the Project will be prepared with a specific focus on the aesthetics and visual screening of the adjacent residential lots when viewed from the Anderson Street extension. The final landscaping plans will focus on landscaping the area around the Anderson Street extension, ditches, newly constructed dry ponds for the Project and the 8'-0" high chain link fence with slats that parallel the Anderson Street extension. The corners and the side of the buildings that face Anderson Street extension will have extensive plantings on them to tie the building to the landscape and reduce the perceived overall height of the structure. Developer shall cause final landscaping plans to be prepared (the "**Final Landscaping Plans**") and, when available, shall submit the same to the City for approval, which approval shall not be unreasonably withheld. Upon approval of the final

landscaping plans by the City, the parties shall amend this Development Agreement to replace the Preliminary Landscaping Plans attached hereto as Exhibit "C" with the Final Landscaping Plans.

ARTICLE 5

PARK MONUMENT SIGN

5.01 Developer, at its sole cost and expense, shall be allowed to install a 13'-0" wide x 20'-0" high x 3'-0" wide park monument sign as part of the Project. The City will have a panel on the park monument sign. The monument sign shall comply with all applicable City ordinances including, but not limited to, City Code Section 90, Article VI of the City Code entitled "Signs".

ARTICLE 6

ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS; SUCCESSORS

6.01 Assignment of Developer Rights. Developer may assign in whole or part its right and obligations under this Agreement to persons purchasing all of the Property or a part of the Property but not to an individual purchaser of lots within a recorded final plat. This Agreement may be assigned by Developer without the consent of the City to any Developer-affiliated or related entity and Developer will be released from its obligations under this Agreement upon delivery of a notice of assignment to the City. Any assignment of Developer's rights and obligations hereunder to an entity that is not affiliated with or related to Developer will not release Developer of its obligations under this Agreement for the assigned portion of the Property until the City has approved the written assignment; provided, however, the City shall not unreasonably deny, delay, or condition its approval of the assignment.

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

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

ARTICLE 7

DEFAULT AND NOTICE

7.01 Notice and Opportunity to Cure. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to

the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting party ten (10) days from the receipt of the notice to cure the default.

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

7.03 Enforcement. The Parties may enforce this Agreement by any proceeding at law or equity except that the City is not waiving its right to sovereign immunity outside of enforcement of this Agreement and subject to the remedies herein, nor may this paragraph 7.03 be interpreted as or otherwise construed to be a waiver. Failure of either Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

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

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

Any notice mailed to the City shall be addressed:

Garden City, Georgia
Attention: Scott Robider, City Manager
Garden City City Hall
100 Central Avenue
Garden City, Georgia 31405
Email: srobider@gardencity-ga.gov

Any notice mailed to Developer shall be addressed:

CenterPoint Fawcett Tract LLC
c/o CenterPoint Properties Trust.
Attention: Michael P. Murphy, Chief Development Officer
1808 Swift Drive
Oak Brook, IL 60523
Email: mmurphy@centerpoint.com

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

ARTICLE 8

PROPERTY AND MORTGAGEE OBLIGATIONS

8.01 Mortgagee Acceptance. Developer shall assure that any mortgage financing obtained for the Property and its Project includes a provision that obligates the mortgagee to continue this Agreement in full force and effect subject to its terms and provisions in the event of a foreclosure or other action by such mortgagee, with a good and sufficient subordination provision, and any such mortgagee shall be deemed to have taken a security interest in the Property with notice of and subject to this Agreement. Developer shall provide the City with an executed copy of a subordination agreement that is consistent with the requirements of this Agreement.

8.02 Mortgagee Protection. This Agreement shall not affect the right of Developer to encumber all or any portion of the Property by mortgage, deed of trust, or other instrument to secure financing for the Property, subject to the terms and provisions of paragraph 8.01. The City understands that a lender providing financing of the development of the Property (“**Lender**”) may require interpretations of or modifications to this Agreement and agrees to not unreasonably refuse to cooperate with Developer and its Lender’s representatives in connection with any requests for interpretations or modifications so long as such modifications are not substantially inconsistent with the terms of this Agreement. The City agrees not to unreasonably condition, withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City further agrees as follows:

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

(b) The City will, upon written request of a Lender, provide the Lender with a copy of any written notice of default given to Developer under this Agreement within ten (10) days of the date such notice is given to Developer.

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

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

8.03 Certificate of Compliance. Within fifteen (15) days of written request by either Party given to the other Party requesting a statement of compliance with this Agreement, the other Party will execute and deliver to the requesting Party a statement certifying that:

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

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

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

ARTICLE 9

MISCELLANEOUS

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

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

9.03 Recordation. A copy of this Agreement will be recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, upon the mutual consent of the Parties.

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

9.05 Termination or Amendment by Agreement. This Agreement may only be amended or terminated as to any or all of the Property at any time by mutual written consent of the City and Developer or may be terminated or amended only as to a portion of the Property by the mutual consent of the City and Developer of only the portion of the Property affected by the amendment or termination. Upon termination, the City and Developer shall execute a written termination of this Agreement which shall be recorded in the Office of the Clerk of the Superior

Court of Chatham County, Georgia, in the event that the Agreement itself has been previously recorded in said Office.

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

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

9.08 Use of City Property and Easements. Subject to the applicable provisions of O.C.G.A. Section 36-37-6 and the plans attached hereto as **Exhibit B**, Developer may use available Garden City rights-of-way, or sites that may be deemed by the City in its reasonable discretion to be reasonably necessary to construct a Developer utility, or for Developer to perform its obligations under this Agreement; provided, however, that such utility does not unreasonably interfere with the City's use of such rights-of-way or sites. Developer may also use available City easements that may be deemed by the City, in its reasonable discretion, to be reasonably necessary to construct a Developer utility, or for Developer to perform its obligations under this Agreement provided that the terms of such easements permit such joint use and further provided that such utility does not unreasonably interfere with the City's use of the easement. The terms under which Developer may use any City right-of-way or easement shall be negotiated between representatives of the Developer and City and memorialized in a written agreement to be approved by the Developer's authorized officers and the City's City Manager.

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

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

IN WITNESS WHEREOF, Developer has executed these presents under seal, and the City has caused these presents to be executed by its proper officials, with its seal affixed, as of the day and year first above written.

GARDEN CITY, GEORGIA

By: _____
Scott Robider, Interim City Manager

EXECUTED IN THE PRESENCE OF: Attest: _____
Clerk of Council

Witness

Notary Public

CENTERPOINT FAWCETT TRACT LLC, a
Delaware limited liability company

EXECUTED IN THE PRESENCE OF: By: CenterPoint Properties Trust, a Maryland real
estate investment trust, its sole member

Witness

By: _____
Name: _____
Its: _____

Notary Public

Witness

By: _____
Name: _____
Its: _____

Notary Public

EXHIBIT "A-1"

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 8TH G.M. DISTRICT, CITY OF GARDEN CITY, CHATHAM COUNTY, STATE OF GEORGIA, AND BEING SHOWN AND DEPICTED AS "CENTERPOINT FAWCETT SITE" ON THAT CERTAIN "RECOMBINATION & SUBDIVISION OF LOTS 1A, 2A, WESTERN HALF OF LOT 8, 1B, 2B, 9, WESTERN PORTION OF LOT 10, AND 1C, OF THE MILLER-MENDEL HOLDINGS IN THE DOGWOOD TRACT AND A 8.75 ACRE PORTION OF THE CENTRAL DEVELOPMENT COMPANY TRACT", PREPARED FOR CENTERPOINT FAWCETT TRACT, LLC, BY THOMAS AND HUTTON, DATED JULY 21, 2023, RECORDED IN PLAT BOOK ____, PAGE ____, CHATHAM COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND BEGINNING AT CONCRETE MONUMENT LOCATED AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 80 AND THE EASTERLY RIGHT OF WAY LINE OF SEABOARD COASTLINE RAILROAD; THENCE CONTINUING ALONG THE AFORESAID RAILROAD RIGHT OF WAY LINE N 51°46'21" W A DISTANCE OF 108.11 FEET TO A CONCRETE MONUMENT; THENCE N 32°16'11" W A DISTANCE OF 829.34 FEET TO A CONCRETE MONUMENT; THENCE N 32°15'14" W A DISTANCE OF 1,088.45 FEET TO A 3/4" IRON PIPE; THENCE 973.88 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 5,575.00 FEET, A CHORD BEARING OF N 27°14'58" W AND A CHORD DISTANCE OF 972.64 FEET TO A 3/4" IRON PIPE; THENCE DEPARTING AFORESAID RAILROAD RIGHT OF WAY LINE N 22°14'42" W A DISTANCE OF 116.25 FEET TO A 3/4" IRON PIPE; THENCE N 68°22'48" E A DISTANCE OF 189.48 FEET TO A 3/4" IRON PIPE; THENCE S 67°25'16" E A DISTANCE OF 695.39 FEET TO A 1/2" IRON REBAR; THENCE S 22°34'44" W A DISTANCE OF 20.00 FEET TO A 1/2" IRON REBAR; THENCE S 67°25'15" E A DISTANCE OF 1,095.60 FEET TO A CONCRETE MONUMENT; THENCE S 43°39'46" E A DISTANCE OF 706.00 FEET TO A CONCRETE MONUMENT; THENCE S 13°36'29" W A DISTANCE OF 83.21 FEET TO A 3/4" IRON PIPE; THENCE S 13°36'29" W A DISTANCE OF 967.37 FEET TO A CONCRETE MONUMENT; THENCE S 73°28'05" E A DISTANCE OF 160.45 FEET TO A 3/4" IRON PIPE; THENCE S 54°07'39" W A DISTANCE OF 763.05 FEET TO A CONCRETE MONUMENT ALSO BEING THE POINT OF BEGINNING, HAVING AN AREA OF 2,986,301 SQUARE FEET OR 68.556 ACRES OF LAND.

EXHIBIT "A-2"
DEPICTION OF PROPERTY

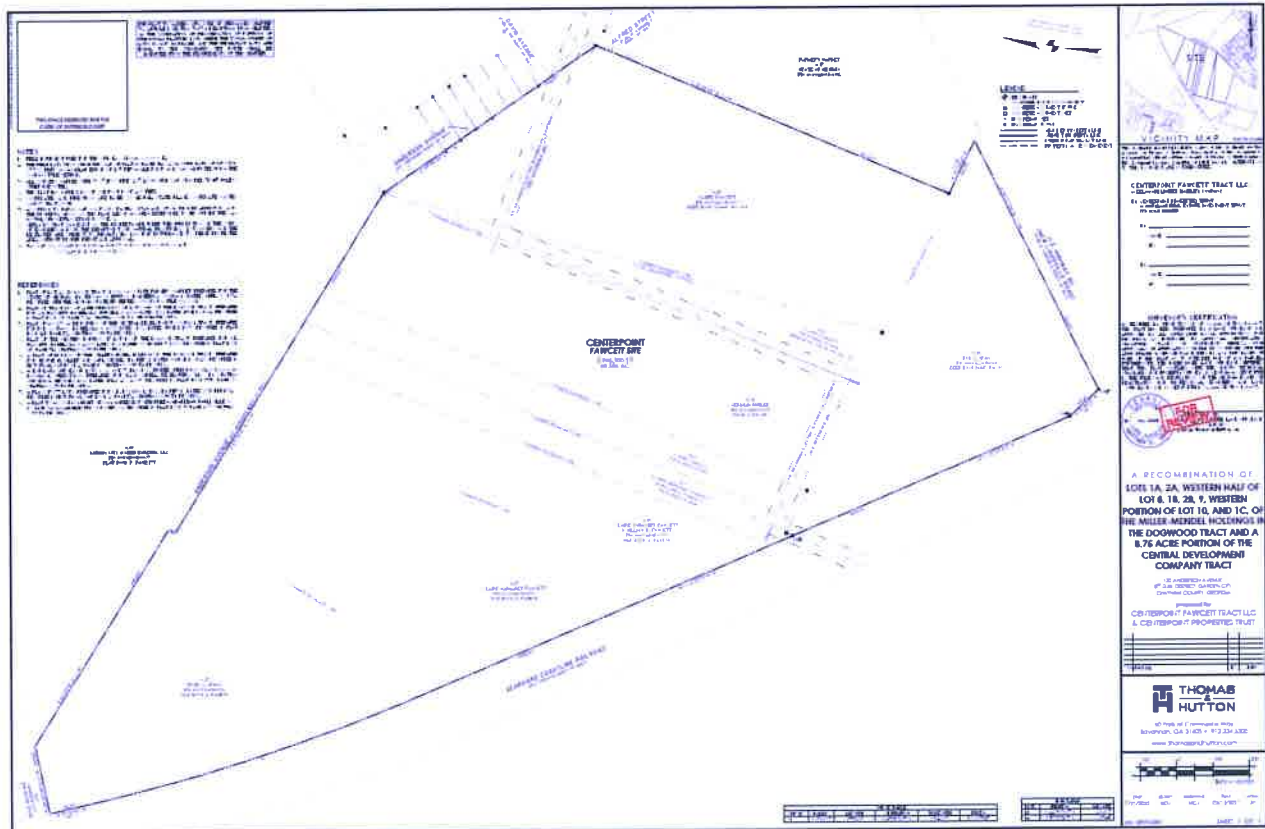


EXHIBIT "B"
PRELIMINARY PLANS FOR CONSTRUCTION OF ANDERSON STREET
EXTENSION

[SEE ATTACHED]

PUYALLUP TRIBE
RESERVATION

NEW ENTRANCE
ROAD

NORTH

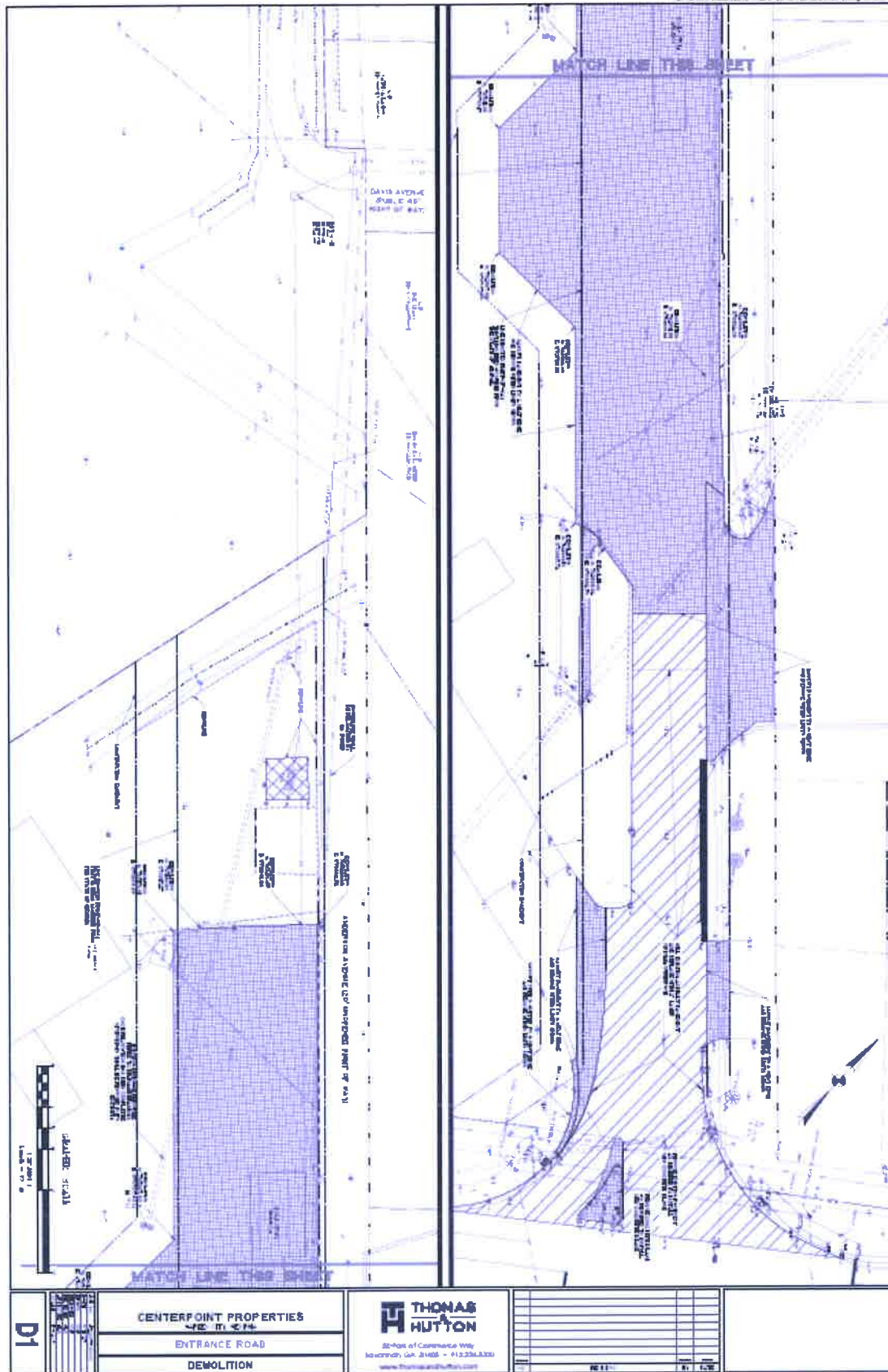
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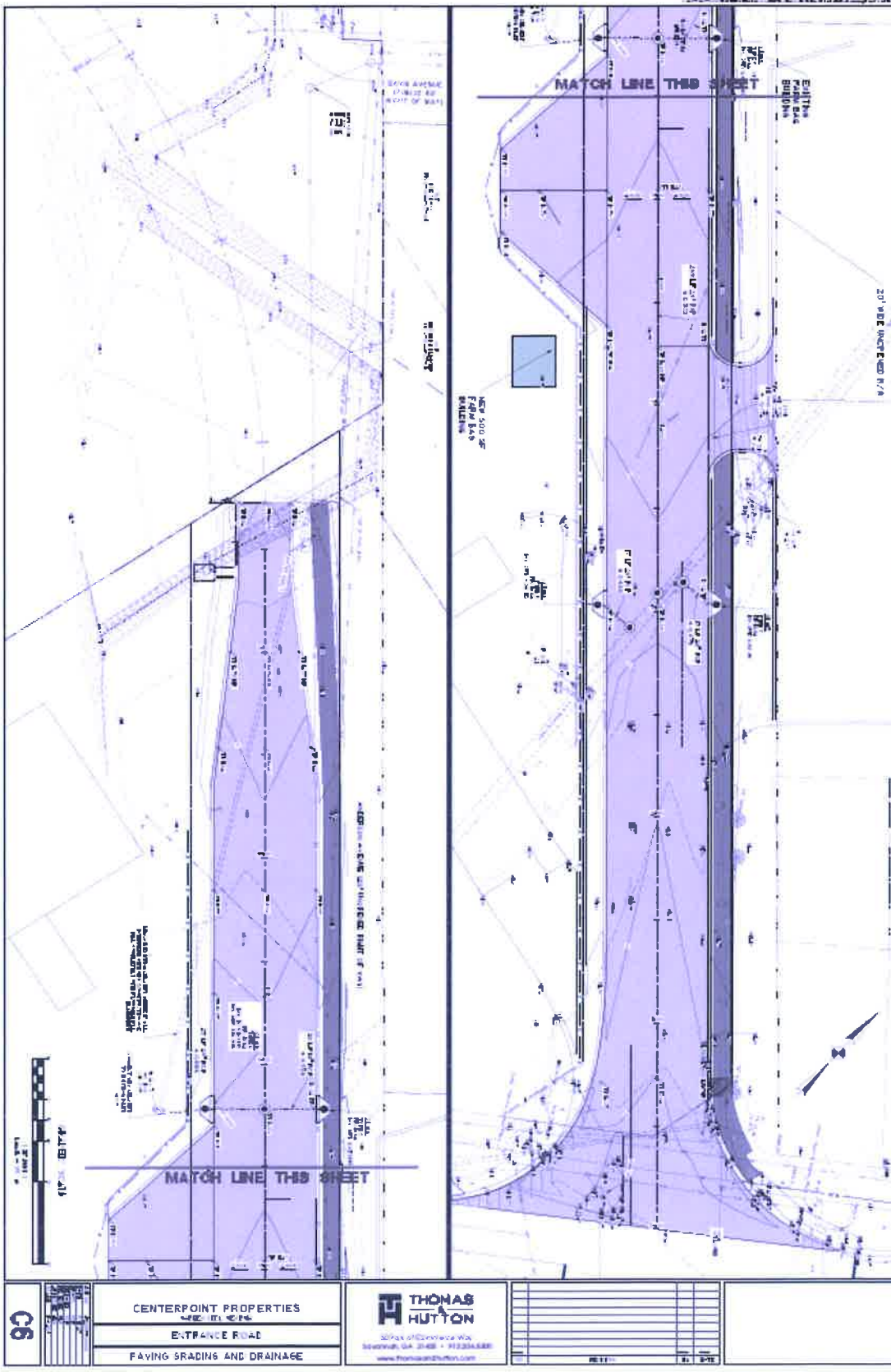
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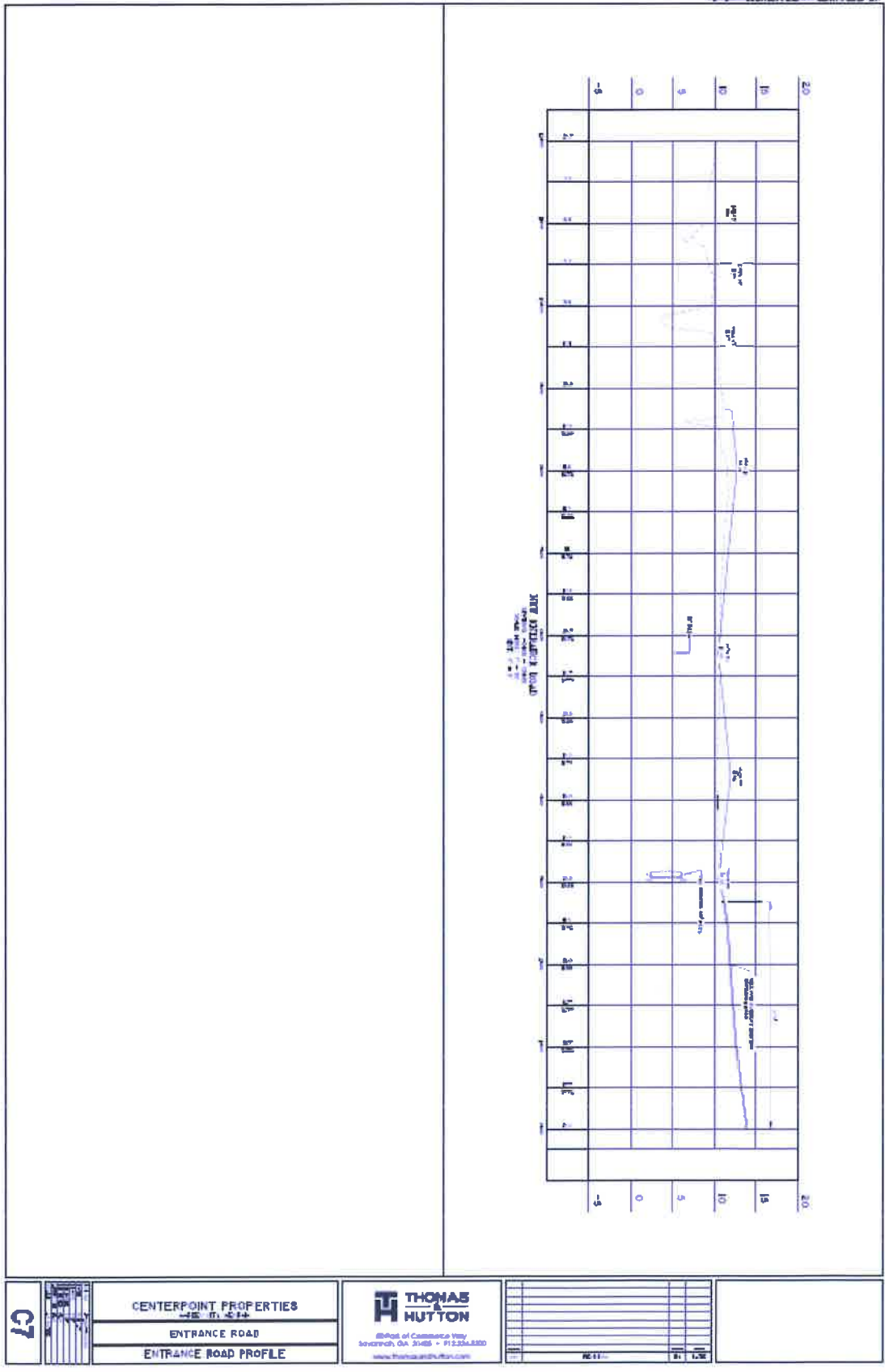
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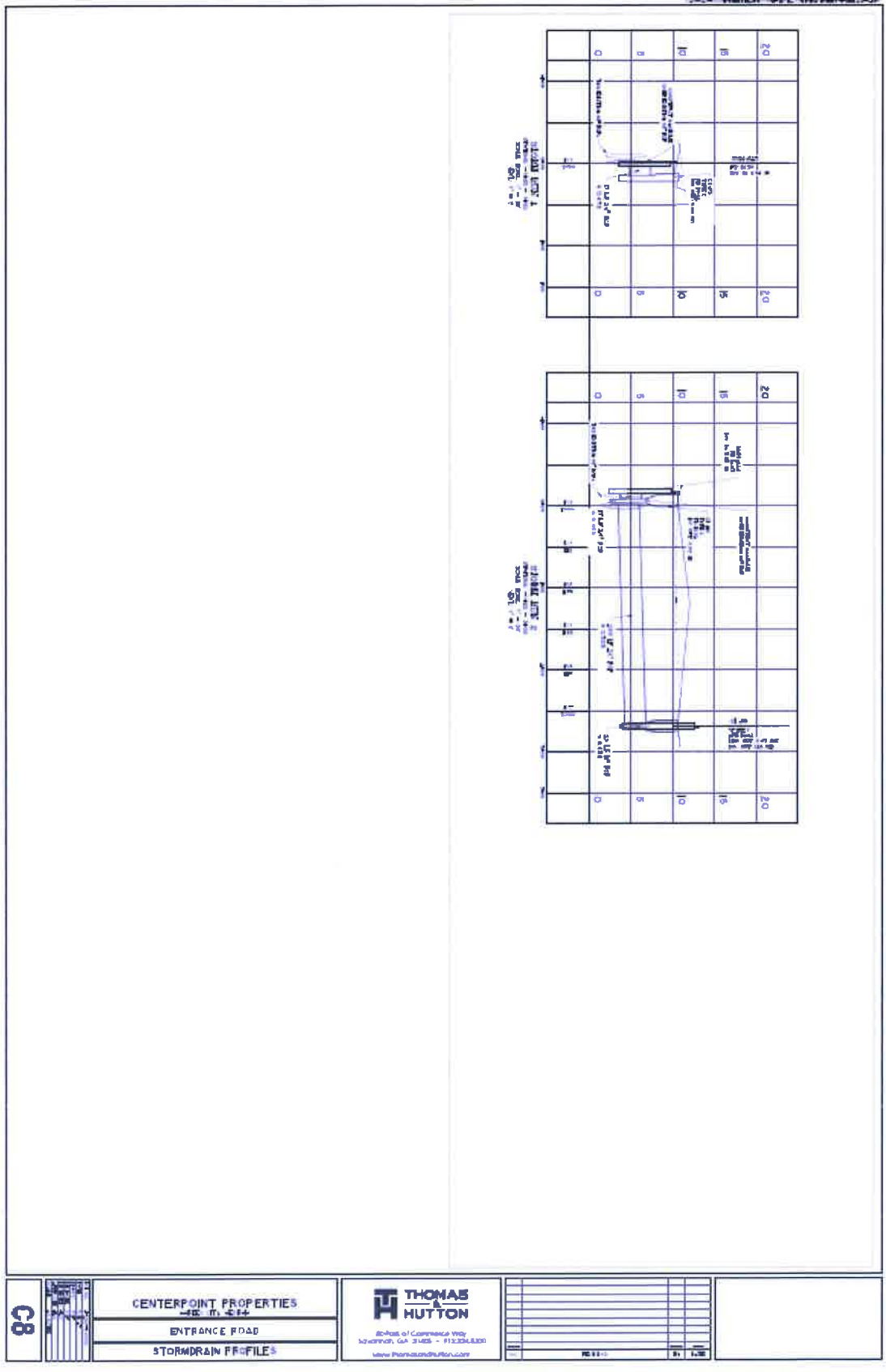
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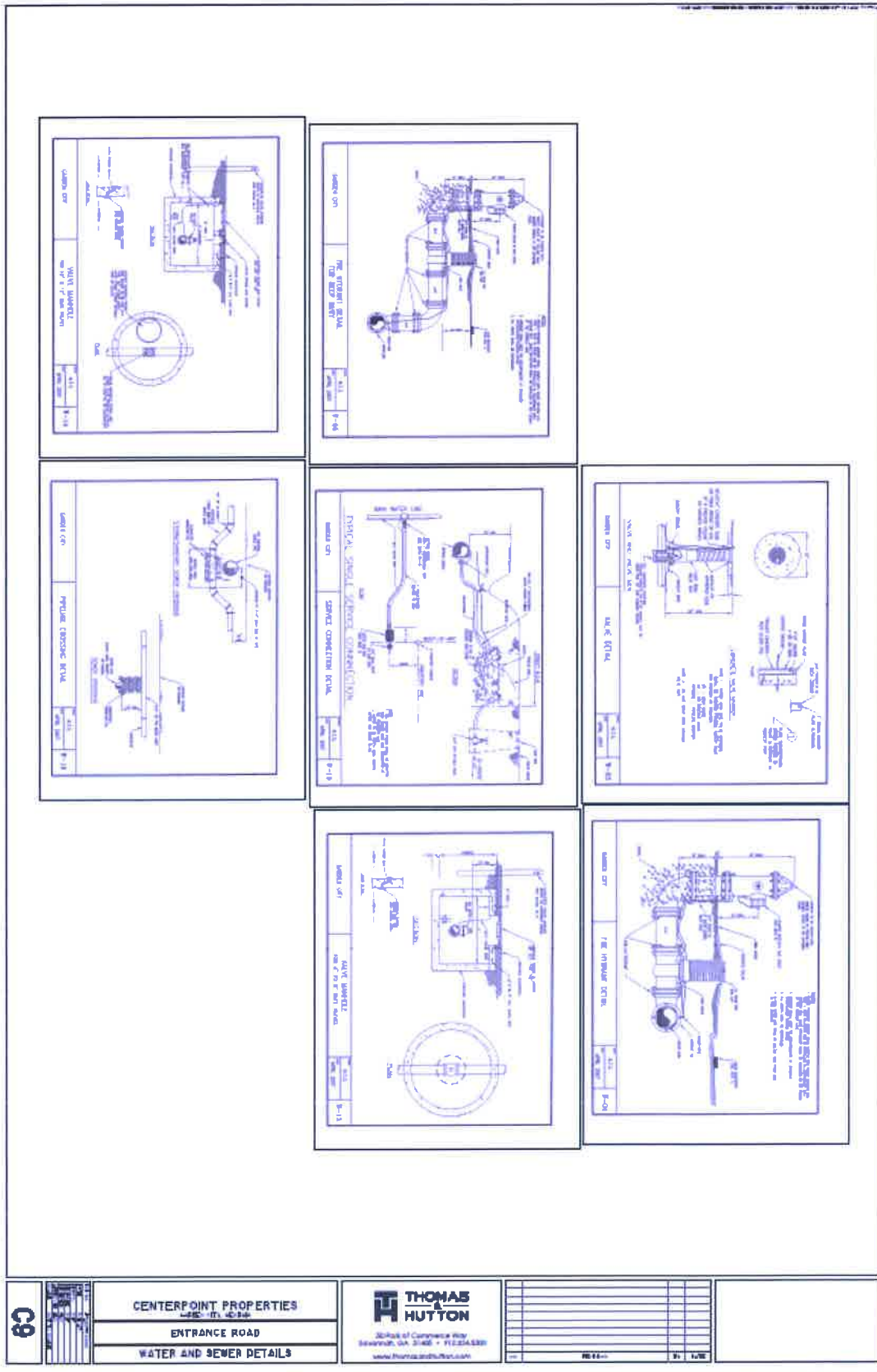
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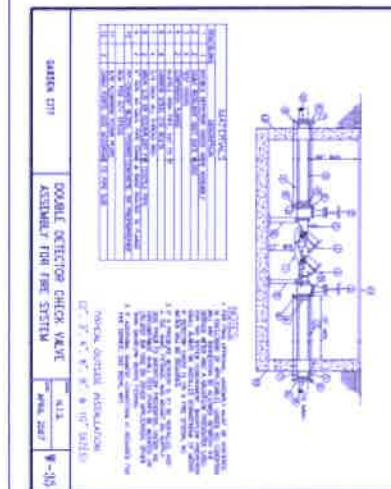
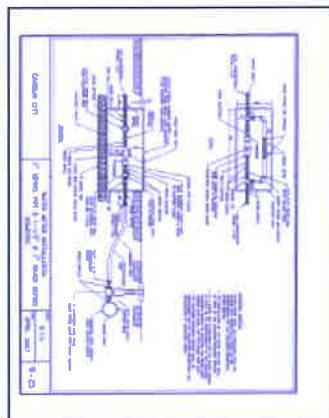




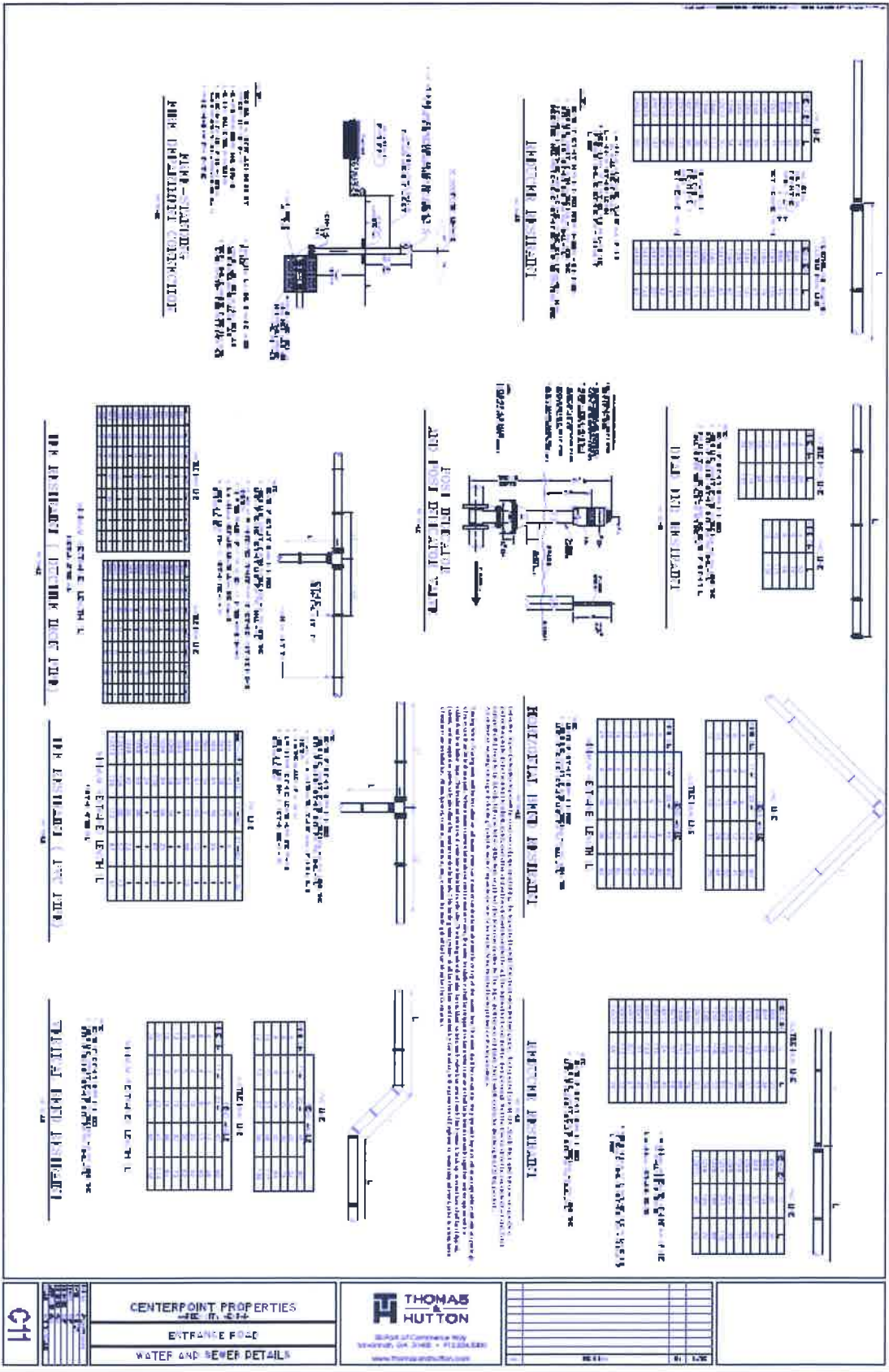




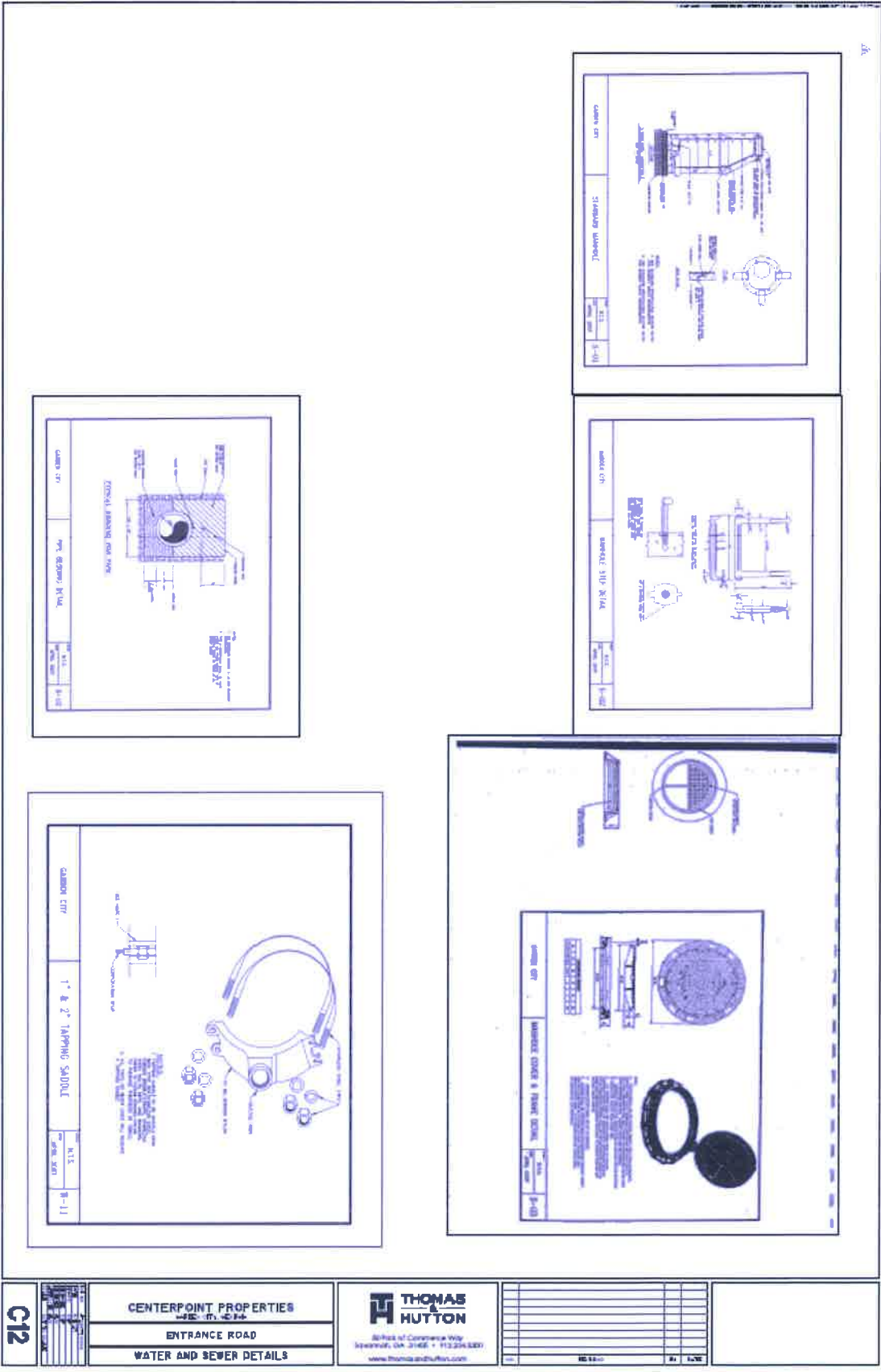


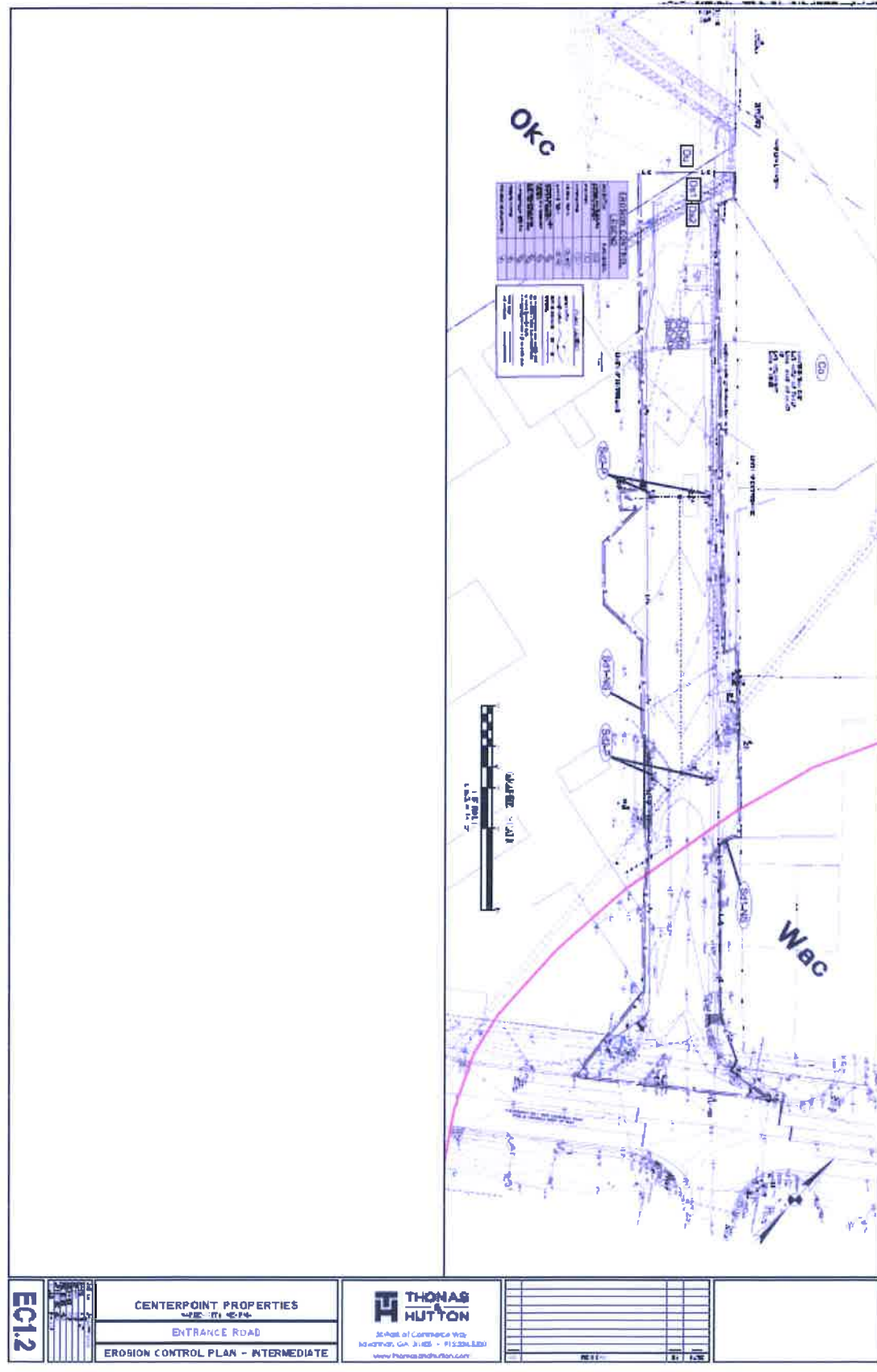


C10	CENTERPOINT PROPERTIES <small>— 100 — 110 — 120 —</small>	 THOMAS & HUTTON <small>Sales Office of Commerce Way Savannah GA 31405 • (912) 334-3300 www.thomasandhutton.com</small>	100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000 1010 1020 1030 1040 1050 1060 1070 1080 1090 1100 1110 1120 1130 1140 1150 1160 1170 1180 1190 1200 1210 1220 1230 1240 1250 1260 1270 1280 1290 1300 1310 1320 1330 1340 1350 1360 1370 1380 1390 1400 1410 1420 1430 1440 1450 1460 1470 1480 1490 1500 1510 1520 1530 1540 1550 1560 1570 1580 1590 1600 1610 1620 1630 1640 1650 1660 1670 1680 1690 1700 1710 1720 1730 1740 1750 1760 1770 1780 1790 1800 1810 1820 1830 1840 1850 1860 1870 1880 1890 1900 1910 1920 1930 1940 1950 1960 1970 1980 1990 2000 2010 2020 2030 2040 2050 2060 2070 2080 2090 2100 2110 2120 2130 2140 2150 2160 2170 2180 2190 2200 2210 2220 2230 2240 2250 2260 2270 2280 2290 2300 2310 2320 2330 2340 2350 2360 2370 2380 2390 2400 2410 2420 2430 2440 2450 2460 2470 2480 2490 2500 2510 2520 2530 2540 2550 2560 2570 2580 2590 2600 2610 2620 2630 2640 2650 2660 2670 2680 2690 2700 2710 2720 2730 2740 2750 2760 2770 2780 2790 2800 2810 2820 2830 2840 2850 2860 2870 2880 2890 2900 2910 2920 2930 2940 2950 2960 2970 2980 2990 3000 3010 3020 3030 3040 3050 3060 3070 3080 3090 3100 3110 3120 3130 3140 3150 3160 3170 3180 3190 3200 3210 3220 3230 3240 3250 3260 3270 3280 3290 3300 3310 3320 3330 3340 3350 3360 3370 3380 3390 3400 3410 3420 3430 3440 3450 3460 3470 3480 3490 3500 3510 3520 3530 3540 3550 3560 3570 3580 3590 3600 3610 3620 3630 3640 3650 3660 3670 3680 3690 3700 3710 3720 3730 3740 3750 3760 3770 3780 3790 3800 3810 3820 3830 3840 3850 3860 3870 3880 3890 3900 3910 3920 3930 3940 3950 3960 3970 3980 3990 4000 4010 4020 4030 4040 4050 4060 4070 4080 4090 4100 4110 4120 4130 4140 4150 4160 4170 4180 4190 4200 4210 4220 4230 4240 4250 4260 4270 4280 4290 4300 4310 4320 4330 4340 4350 4360 4370 4380 4390 4400 4410 4420 4430 4440 4450 4460 4470 4480 4490 4500 4510 4520 4530 4540 4550 4560 4570 4580 4590 4600 4610 4620 4630 4640 4650 4660 4670 4680 4690 4700 4710 4720 4730 4740 4750 4760 4770 4780 4790 4800 4810 4820 4830 4840 4850 4860 4870 4880 4890 4900 4910 4920 4930 4940 4950 4960 4970 4980 4990 5000 5010 5020 5030 5040 5050 5060 5070 5080 5090 5100 5110 5120 5130 5140 5150 5160 5170 5180 5190 5200 5210 5220 5230 5240 5250 5260 5270 5280 5290 5300 5310 5320 5330 5340 5350 5360 5370 5380 5390 5400 5410 5420 5430 5440 5450 5460 5470 5480 5490 5500 5510 5520 5530 5540 5550 5560 5570 5580 5590 5600 5610 5620 5630 5640 5650 5660 5670 5680 5690 5700 5710 5720 5730 5740 5750 5760 5770 5780 5790 5800 5810 5820 5830 5840 5850 5860 5870 5880 5890 5900 5910 5920 5930 5940 5950 5960 5970 5980 5990 6000 6010 6020 6030 6040 6050 6060 6070 6080 6090 6100 6110 6120 6130 6140 6150 6160 6170 6180 6190 6200 6210 6220 6230 6240 6250 6260 6270 6280 6290 6300 6310 6320 6330 6340 6350 6360 6370 6380 6390 6400 6410 6420 6430 6440 6450 6460 6470 6480 6490 6500 6510 6520 6530 6540 6550 6560 6570 6580
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	CENTERPOINT PROPERTIES		
	ENTRANCE FLOOR		
	WATER AND SEWER DETAILS		





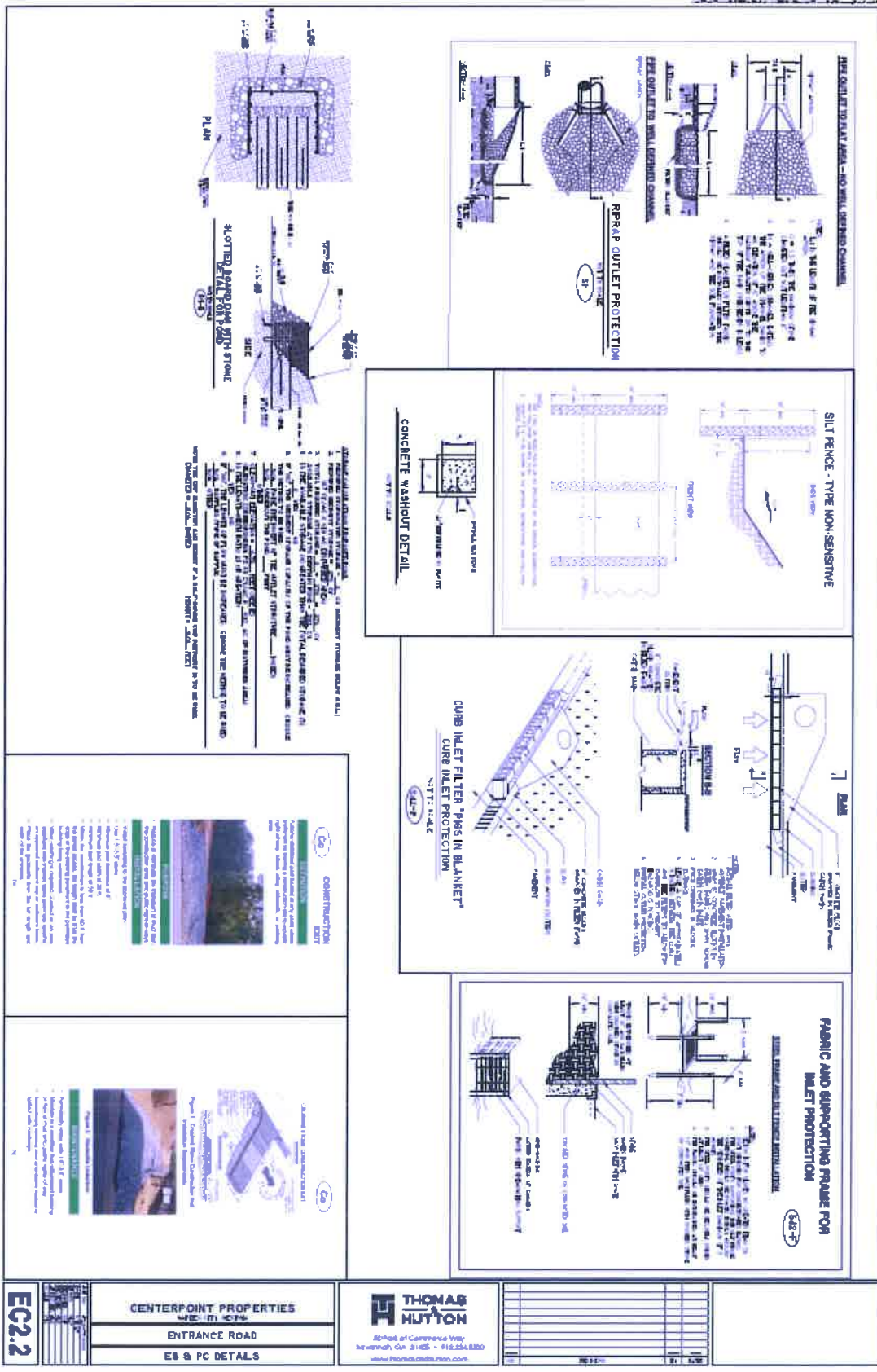


EXHIBIT "C"

PRELIMINARY LANDSCAPING PLANS

