

**A G E N D A**

***City Council Meeting***

***Monday, October 16, 2023 – 6:00 p.m.***

➤ **OPENING**

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

➤ **FORMAL PUBLIC COMMENT**

***Formal Public Comment – City Council Agenda Protocol***

The City of Garden City has identified this portion of the meeting to allow individuals an opportunity to formally address the City Council on issues of importance. Garden City requires that individuals who desire to formally address the City Council submit a written request form outlining the subject matter that they intend to discuss so that they can be placed on the meeting agenda. Members of the public desiring to be placed on the agenda to present or address matters to the City Council must submit a formal ***“REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA”*** form to the Office of the City Manager at least 10 days prior to the requested City Council meeting date that you wish to speak. City Council meetings are held on the first and third Monday of each month so the request must be submitted no later than 5:00 pm on the Friday which constitutes 10 days prior. The request can be done in person, regular mail, fax or e-mail and the speaker should obtain acknowledgement of the request from the City to demonstrate that the 10 day requirement has been met. The request form may be obtained from the Office of the City Manager and on the City’s website [www.gardencity-ga.gov](http://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

### **Speaking to a Public Hearing Item Protocol**

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

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

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

**Procedures for Conducting Public Hearings on Proposed Zoning Decisions:**

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

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

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

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

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



➤ **Approval of City Council Minutes**

- Consideration of the minutes from the October 2<sup>nd</sup> Pre-Agenda Session and City Council Minutes.

**City Manager's Report**

- Staff reports are included in the agenda packet
- Updates and announcements

➤ **ITEMS FOR CONSIDERATION**

- **Resolution – Property Acquisition Contract (95 Main Street):** A resolution authorizing the City Manager to execute a sales contract on behalf of the City to purchase from Chapel-in-the-Gardens Presbyterian Church a certain parcel of land having an address of 95 Main Street for the intended future use of constructing a fire station.
- **Write-off of 2016 -2017 Utility Accounts Receivables Deemed Uncollectible:** Consideration by the Mayor and City Council of authorizing the write-off of the 2016-2017 utility accounts (bad debt) totaling \$55,077.85 that staff has identified as outside of the statute of limitations of recovery (older than six years) and therefore deemed uncollectible.

➤ **ADJOURN**

## SYNOPSIS

### Pre-Agenda Session Monday, October 2, 2023 – 5:30 p.m.

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

#### Roll Call

**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 Richard Lassiter.

**Staff Members:** Scott Robider, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Gil Ballard, Chief of Police; and Captain Richard Hood, Police Department.

**Review of City Council Agenda Items:** The City Manager gave an overview of the items for consideration on the city council agenda.

The City Manager gave an overview of the annexation petition made by Mark Turner to annex 5524 Silk Hope Road. He said Mr. Turner wants to complete the track so he can build an apartment complex with approximately 350 units. The City Attorney noted that this vote tonight is just to accept the annexation petition to process. The rezoning would have to go before the Planning Commission.

Councilmember Daniel briefed the City Council on the Westside Coalition Meeting that she attended. She said a lot of good information was shared at the meeting.

**Adjournment:** Given no other items to discuss, the Mayor and City Council unanimously adjourned the meeting at approximately 5:42 p.m.

*Transcribed & submitted by: The Clerk of Council*

*Accepted & approved by: The City Council 10/16/23*

**MINUTES**  
**City Council Meeting**  
**Monday, October 2, 2023 – 6:00 p.m.**

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

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

**Roll Call**

**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 Richard Lassiter.

**Staff Members:** Scott Robider, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Gil Ballard, Chief of Police; and Captain Richard Hood, Police Department.

**Informal Public Comment:** Mayor Campbell opened the floor to receive comments from the public.

MonaLisa Monroe stated that she is confused about when the workshops are held. Councilmember Morris said the workshops are held on the second Monday of the month. Mayor Campbell noted that the city council meetings are held on the first and third Mondays of the month.

**City Council Minutes:** Councilmember Tice motioned to approve the minutes from the September 18<sup>th</sup> pre-agenda session, city council meeting, and the September 22<sup>nd</sup> special called city council meeting. The motion was seconded by Councilmember Daniel and passed without opposition.

Mayor Campbell gave an update on the status of the new gym/recreation complex project.

The City Manager stated that he had no updates or announcements to report.

**Items for Consideration**

**Ordinance – Zoning Map Amendment (0 Silk Hope Road):** The Clerk of Council read the first reading of the heading of an ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended, to rezone certain property owned by Hana Abouharb at 0 Silk Hope Road, Garden City, Georgia, from its present zoning classification of “C-1” to a “C-2” zoning classification.

Councilmember Hall made a motion to deny the zoning map amendment. The motion was seconded by Councilmember Daniel and passed without opposition.

**Annexation Petition:** Consideration of accepting for processing an annexation petition made by Mark Turner to annex 5524 Silk Hope Road, Savannah, Georgia, into Garden City.

The City Attorney stated that the City Council will only vote to accept the petition to process. He said there are several steps in the process that must be done. He noted that the zoning would have to be considered through the City’s rezoning process.

Councilmember Hall motioned to accept the petition for processing. The motion was seconded by Councilmember Tice and passed without opposition.

**Adjournment:** With no other agenda items, Mayor Campbell called for a motion to adjourn the meeting. Councilmember Ruiz motioned to adjourn the meeting at approximately 6:10 p.m. The motion was seconded by Councilmember Hall and passed without opposition.

*Transcribed & submitted by: The Clerk of Council*

*Accepted & approved by: The City Council 10-18-23*



**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: October 6, 2023**

**SUBJECT: *Fire Department September 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 September 2023 and all related information is current as of September 30, 2023.

Prepared by: Michele Johnson  
Title Assistant Fire Chief

Reviewed by: Mike Dick  
Title Chief of Fire

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Scott Robider, City Manager

Attachment(s)



## Garden City Fire Marshal's Office

100 Central Avenue  
Garden City, GA 31405



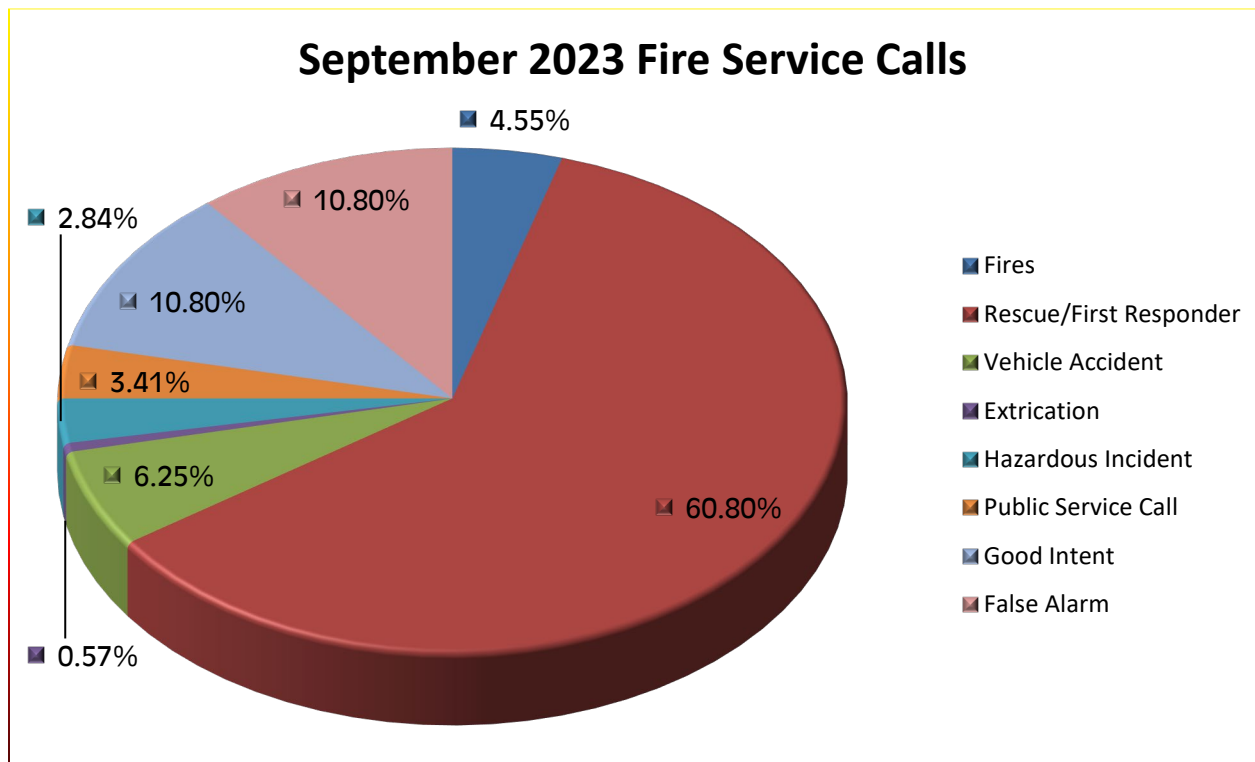
### Calls for Service in September 2023

There was a total of 176 calls for service in the month of September 2023.

#### ***Current month's calls included:***

#### **Incident Type:**

Building fire	1	First Responder	107
Passenger vehicle fire	2	Vehicle Accident	11
Road freight or transport vehicle fire	2	Extrication	1
Brush/grass fire	1	Hazardous Incident	5
Dumpster/outside receptacle fire	1	Public Service Call	6
Outside equipment fire	1	Good Intent	19
		Fire Alarm	19







## Garden City Fire Marshal's Office

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Garden City, GA 31405



### **Department Training**

In September, fire personnel reported a total of 340 hours of training resulting in an average of 11.72 hours of training per Firefighter and a total of 4,602 for the year.

Blood draw training was held at Station 2 on September 5<sup>th</sup>, 6<sup>th</sup>, and 7<sup>th</sup>. All firefighters that have their EMT-I, A, and P were required to attend.

GCFD hosted training at Station 2 with Atlanta Gas Light on September 26<sup>th</sup>. Personnel with both Garden City Fire and Atlanta Gas Light were in attendance to ensure everyone is working with the same response plans.

Chief Dick and Deputy Chief Johnson participated in leadership training through GMA with other city staff at City Hall. This training occurred on 4 different days and each participant received a framed certificate if they attended them all.

There was mutual aid training between GCFR, Port Wentworth Fire, and the 165<sup>th</sup> Airlift Wing during the month of September.

GCFR staff conducted extrication training at LKQ.



## Garden City Fire Marshal's Office

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### **Department Activities/Events**

Each shift did a walk-through of the Encore on the Green Apartments with Fire Marshal Nevarez. The Fire Marshal's office conducts these walk-throughs so Fire Department staff are familiar with the floor plans and fire suppression systems of new developments.

GCFD participated in Harris Lowry Manton Law Firm's 10<sup>th</sup> Annual Fire Responder Appreciation Luncheon. Staff was able to pick up free meals and t-shirts to bring back to the stations for our firefighters.

Utilizing the FEMA AFG grant, GCFR received 28 self-contained breathing apparatuses and the accompanying compressor. All personnel were trained in the use of the new equipment and it was placed in-service.

Annual hose testing is in progress. GCFR had difficulty finding a parking lot large enough due to the stadium no longer being available.

GCFR ordered the fire engine from Pierce Manufacturing that is to be delivered in the first quarter of 2024.

### **Community Relations**

On September 15<sup>th</sup>, Station 2 hosted 22 Pre-K children from the Wesley Community Center. Firefighters on A-Shift gave the children a tour of the station, the fire truck and how it works, and showed them how they put on their gear. The children received goody bags that are firefighter themed as well as GCFD firefighter helmets.

GCFD staff on A-Shift installed a smoke alarm on Bowman Avenue at a resident's request.



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 and holders repaired, wiring for light bar on top has been replaced
Engine 22	2016 Pierce Pumper	In service – oil leak repaired, head gasket replaced
Engine 23 (Reserve 22)	2000 E-One Pumper	In service – Load manager repaired, ABS module replaced
Engine 24 (Service 21) Surplused	<del>1995 E-One Pumper</del>	<del>Out of service – Needs a new transmission but unable to locate parts due to age of apparatus</del>
Tender 22	2015 Kenworth Tanker	In service – air conditioning fixed, needs PM service
Truck 22 (ladder)	2003 E-One Ladder Truck	<p>In service – Some parts received, remaining parts expected by the end of the month, should be sending ladder truck to Forsyth by November</p> <p>August update: Will be going to Forsyth once parts are received from E-One to replace cables, pulleys &amp; slide pads as well as repair the check engine light/radiator sensor and ABS light, aerial ladder nozzle motor needs to be replaced, oil leak, due for provisional maintenance</p>



## Garden City Fire Marshal's Office

100 Central Avenue  
Garden City, GA 31405



### Fire Marshal

For the month of September, the Fire Marshal's Office focused on closing out all pending locations with fire violations that made progress. There was a total of 12 citations/subpoenas to appear to court. Deputy FM Roberts has been working with E911 and Chatham County Communications to ensure our radios and programs will be good to go. FM Nevarez will represent GC in the new addressing committee with SAGIS to correct and draft a county wide standard/policy for addresses in the city. FM Nevarez attended GPSTC as a lead instructor to teach a course to fire inspectors across the State. In October, GCFMO will start annual inspections on US-80 Highway and Dean Forest to conclude the year.

Here's the break down by Inspection Type and the Plan Reviews by project:

Annual Inspection (initial inspection):	02
RE-Inspection:	56
Certificate of Occupancy:	11
Consultation Site Visit:	01
Fire Protection Equipment Inspection:	04
Pre-Plan	--
<u>Occupational Tax Certificate (new tenant):</u>	<u>04</u>
<b>Total number of Inspections:</b>	<b>78</b>

### Plan Review

Encore on the Green Fire Alarm	4hrs
1326 US-80 Hwy Building Plans	6hrs
4415 Augusta Road Building Plans	5hrs
27 Bryce Industrial Drive	4hrs
<u>1620 Dean Forest Final Review</u>	<u>4hrs</u>
<b>Total:</b>	<b>19hrs</b>

### Revenue Collected:

**Total Fees Collected:** **\$3,975.00**



## Garden City Fire Marshal's Office

100 Central Avenue  
Garden City, GA 31405



### Looking Ahead

- Pursuing the Firehouse Subs grant to obtain more turnout gear.
- Upcoming training at the airport for aircraft disaster drill.
- Upcoming training with Port Wentworth Fire, Bloomingdale Fire and 165<sup>th</sup> on aircraft fire and rescue.
- Upcoming training on rope rescue.
- Annual hose testing is upcoming.
- Focusing on building maintenance in the stations to improve condition and appearance.
- Continue progress on aggressive training schedule to bring all department personnel up to required standards.
- Continue broadening the community outreach with continued programs such as community CPR classes, the smoke detector program, and Close Before you Doze.

## Incident Type Report (Summary)

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
<b>Incident Type Category (FD1.21): 1 - Fire</b>						
111 - Building fire	1	0.57%	30,000.00	30,000.00	60,000.00	78.95%
131 - Passenger vehicle fire	2	1.14%	3,000.00	3,000.00	6,000.00	7.89%
132 - Road freight or transport vehicle fire	2	1.14%	5,000.00	5,000.00	10,000.00	13.16%
142 - Brush or brush-and-grass mixture fire	1	0.57%				
154 - Dumpster or other outside trash receptacle fire	1	0.57%	0.00	0.00	0.00	0.00%
162 - Outside equipment fire	1	0.57%	0.00	0.00	0.00	0.00%
<b>Total: 8</b>	<b>Total: 4.55%</b>	<b>Total: 38,000.00</b>	<b>Total: 38,000.00</b>	<b>Total: 76,000.00</b>	<b>Total: 100.00%</b>	
<b>Incident Type Category (FD1.21): 3 - Rescue &amp; Emergency Medical Service Incident</b>						
311 - Medical assist, assist EMS crew	4	2.27%				
321 - EMS call, excluding vehicle accident with injury	103	58.52%				
322 - Motor vehicle accident with injuries	8	4.55%				
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.57%				
324 - Motor vehicle accident with no injuries.	2	1.14%				
352 - Extrication of victim(s) from vehicle	1	0.57%				
<b>Total: 119</b>	<b>Total: 67.61%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>	
<b>Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)</b>						
411 - Gasoline or other flammable liquid spill	1	0.57%				
412 - Gas leak (natural gas or LPG)	2	1.14%				
442 - Overheated motor	1	0.57%				
444 - Power line down	1	0.57%				
<b>Total: 5</b>	<b>Total: 2.84%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>	
<b>Incident Type Category (FD1.21): 5 - Service Call</b>						
511 - Lock-out	1	0.57%				
553 - Public service	4	2.27%				
5537 - Smoke Alarm Install/Inspection	1	0.57%				
<b>Total: 6</b>	<b>Total: 3.41%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>	
<b>Incident Type Category (FD1.21): 6 - Good Intent Call</b>						
611 - Dispatched and cancelled en route	15	8.52%				
622 - No incident found on arrival at dispatch address	2	1.14%				
651 - Smoke scare, odor of smoke	2	1.14%				
<b>Total: 19</b>	<b>Total: 10.80%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>	
<b>Incident Type Category (FD1.21): 7 - False Alarm &amp; False Call</b>						
733 - Smoke detector activation due to malfunction	1	0.57%				
735 - Alarm system sounded due to malfunction	2	1.14%				
740 - Unintentional transmission of alarm, other	2	1.14%				
743 - Smoke detector activation, no fire - unintentional	1	0.57%				
745 - Alarm system activation, no fire - unintentional	13	7.39%				
<b>Total: 19</b>	<b>Total: 10.80%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>	
<b>Total: 176</b>	<b>Total: 100.00%</b>	<b>Total: 38,000.00</b>	<b>Total: 38,000.00</b>	<b>Total: 76,000.00</b>	<b>Total: 100.00%</b>	



**REPORT TO MAYOR AND CITY COUNCIL**

**AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**DATE: October 10, 2023**

**CT: Human Resources Department Report for September 2023**

**Report in Brief**

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

Prepared by: Yolanda Irizarry

Title: Human Resources Director

Reviewed by: \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
City Manager

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

**Recruitment/Positions Filled**

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

**New Hires**

There were three (3) new hires during the month of September. All three individuals were hired into the Police Department. One individual was hired as a Police Officer, the other two (2) individuals were hired as Police Officers Recruit.

**Promotions/Milestones**

There were two (2) promotions during the month of September. One of the promotions was at the Police Department, the individual was promoted to a Police Officer. The second promotion was at the Water and Sewer Operations Department, the individual was promoted to Water Operator Tech, Senior.

**Employment Terminations**

There was one (1) separation from employment; the individual was from the Fire Department.

**City Employment**

The City ends the month of September with 104 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.

September	
TOTAL EMPLOYEES:	114
FULL-TIME ONLY:	104
CONTRACTOR/TEMP:	0
PART-TIME:	5
PART-TIME/CASUAL -SEASONAL	5

## 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	5%
September	1%
October	%
November	%
December	%

## Garden City Personnel Data New Hires – 2023

[illegible]

## REPORT TO MAYOR AND CITY COUNCIL

### *Parks & Recreation 2023 September Report*



*Garden City  
Cheerleaders  
Celebrating recently  
after a GC Eagles  
youth football victory  
at a Garden City home  
game @ 402 Market  
Street.*

**TO: THE HONORABLE MAYOR AND CITY COUNCIL    DATE: October 11<sup>th</sup> 2023**

**SUBJECT: *Parks & Recreation 2023 September Report***

#### **Report in Brief**

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

The operations detail contained in this report is for the Month of September 2023 and all related information is current as of October 11, 2023.

**Parks & Recreation Department Status Report Summary - September 2023**

## REPORT TO MAYOR AND CITY COUNCIL

### Adult Programs Senior Center



*Our Garden City Senior Citizens enjoying **Bingo** at the Senior Center.*


We served 828 meals in September, averaging 44 seniors a day.

- October 26<sup>th</sup> group out to eat at Love's.
- October 31 lunch BOO-Bash at the GC senior center.
- GC Senior trip is scheduled for Branson Missouri in November.

### Sports Programs/Activities

During the month of September, 150 Youths participated in Garden City's Parks and Rec Youth Programs.

#### ➤ Upcoming Sports Programs/Events

- ....**Garden City Youth Basketball sign-ups**  **underway**  
for more Info **(912) 963-2731** or **966-7788** **Ages 4-14,**  
**sign up at 402 Market Street 9am – 5pm** [www.gardencity-ga.gov](http://www.gardencity-ga.gov)



***Garden City Eagles in action!***

*Garden City Parks & Rec Youth Football league records so far:*

- **6u 2-2,**
- **8u 3-0**
- **10u 3-1**

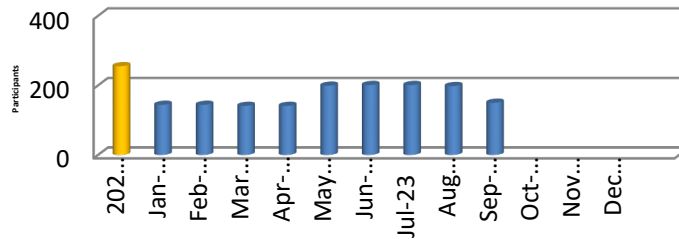


Football season ends mid-November



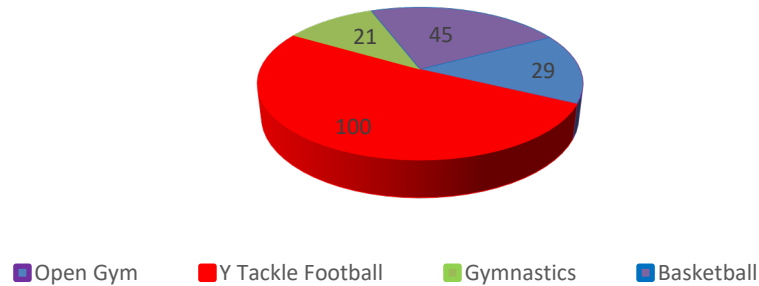
## REPORT TO MAYOR AND CITY COUNCIL

### Recreation Programs/Activities Participation Summary September 2023



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

### September Participation



Prepared by: Cliff Ducey  
Title Parks & Recreation Director



**PARK & REC**  
**402 MARKET STREET**  
**(912) 963-2731**

**REPORT TO MAYOR AND CITY COUNCIL**

**AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**DATE: October 2, 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 September 2023 and all related information is current as of October 1, 2023.

Prepared by: Tonya Roper

Title                      Staff

Reviewed by: \_\_\_\_\_

Title                      \_\_\_\_\_

\_\_\_\_\_  
Scott Robider; City Manager

Attachment(s)

- Code Enforcement

## Planning and Economic Development Department

### Status Report

#### Summary – September 2023

### Permits

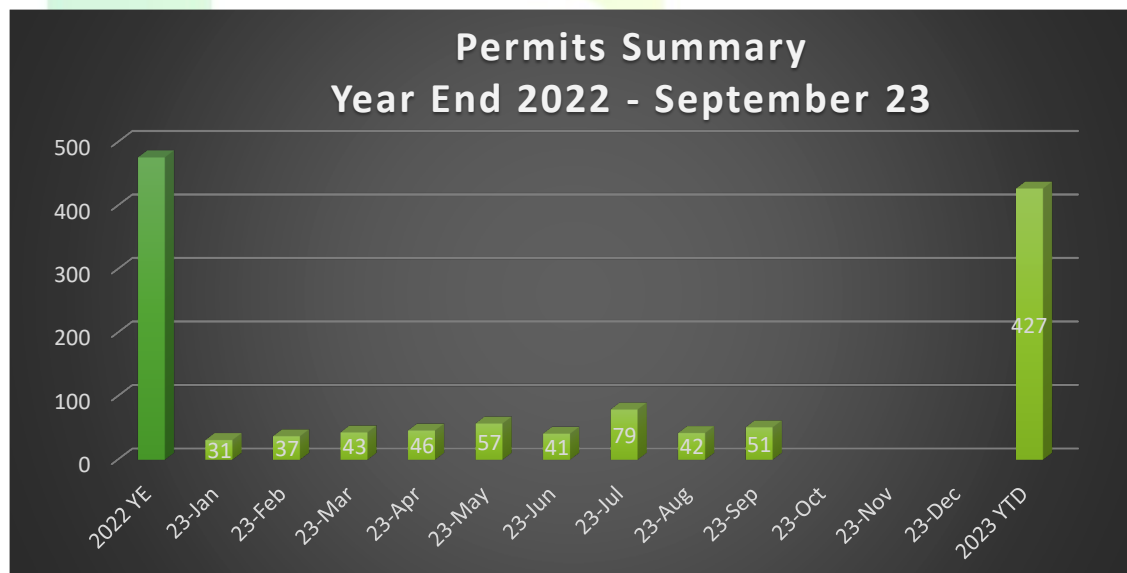
There were 51 permits issued during the month. *They included:*

**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	42
Sep-23	51
Oct-23	
Nov-23	
Dec-23	
2023 YTD	427

### **Inspections**

Inspections scheduled included:

- 13 Business License
- 20 Mechanical/Electrical/Plumbing
- 64 Building
- 06 Site (Property/Development/Preliminary/Demolition)

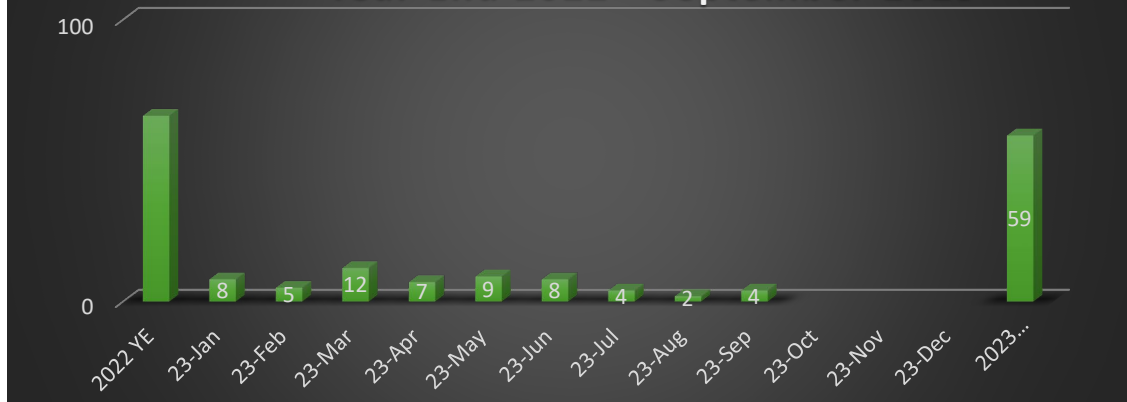
### **Code Enforcement Activity**

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

### New Business Licenses Issued September 2023

Name	Address	Business Type
Royal Furniture & Rugs Outlet	5125 Augusta Road	All other home furnishing
Norman Quality Flooring LLC	192 Village Drive	Flooring Contractors
Home Enhancement Doctor	4125 6th Street	Residential Remodeler
M1 Shipping LLC	4896 Old Louisville Road	Freight Transportation Arrangement

### Business Licenses Year End 2022 - September 2023



	<u>New Businesses</u>
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	2
Sep-23	4
Oct-23	
Nov-23	
Dec-23	
2023 YTD	59

# Memorandum

**To:** Scott Robider

**From:** Benji Selph – Code Officer and Jonathan Trego – Planning Supervisor

**Date:** October 1, 2023

**Re:** Council Report

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

Signs- 04

Sanitation Citations-00

Courtesy Notices and Violation Notices- 61

Re-inspections- 92

Cases Closed (Compliance or dismissed)- 67

Vehicles Tagged Derelict or tagged for tow- 16

Vehicles Towed- 0

Vehicles MBO or brought into compliance- 21

Court Citations- 03

Misc. Inspections (including zoning inspections, tax cert checks, permit checks, routine insps)- 09

Housing Codes- 00

Cease and Desist Orders obtained: 00

Warrants and Court Orders obtained: 00

Properties that the City worked on (including cutting, cleaning, securing) and billed- 15

CE Condemnations (Placards posted- including for unfit, unsecure, unsafe): 00

Stormwater Inspections (EPD): 01

Stop Work Order Issues: 02



## REPORT TO MAYOR AND CITY COUNCIL

## AGENDA ITEM

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**DATE: 10-13-2023**

**SUBJECT: POLICE DEPARTMENT MONTHLY STATUS REPORT**

### Report in Brief

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

The operations detail contained in this report is for the month of September 2023.

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

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

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Scott Robider, City Manager

Attachment(s)



# Police Department - September 2023 Status Report

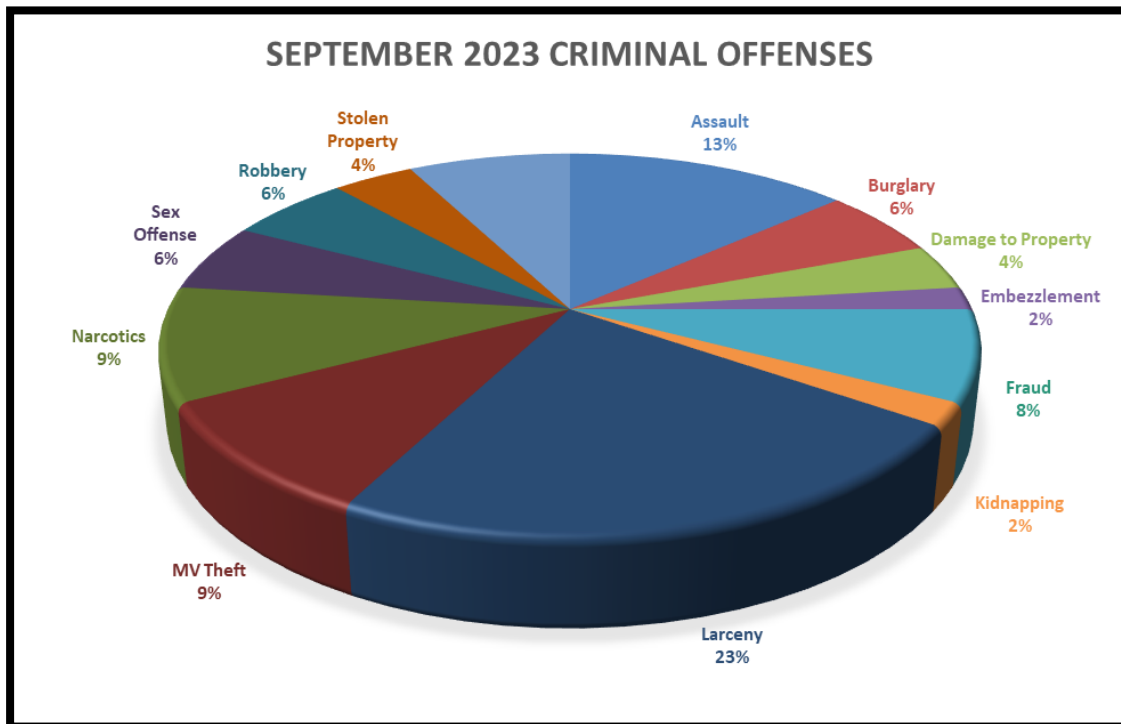
## Calls for Service

We have not received the calls for service from the Chatham County 911 Center for September 2023.

## Adult & Juvenile Arrest/Charge Summary

Adult Arrests - 90      Juvenile Arrests - 0

<u>Offenses</u>					
Assault	7	Burglary	3	Damage to Property	2
Embezzlement	1	Fraud	4	Kidnapping	1
Larceny	12	Motor Vehicle Theft	5	Narcotics	5
Sex Offense	3	Robbery	3	Stolen Property	2
Weapons Violation	3				



## Current

### Criminal Violations by District

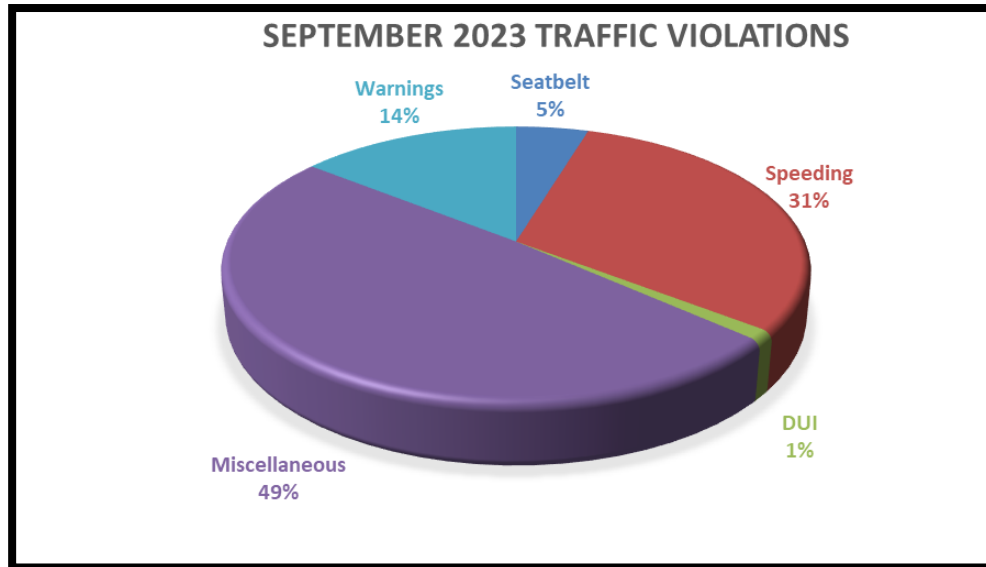
	Daniel District 1	Ruiz District 2	Morris District 3	Lassiter, Jr. District 4	Tice District 5
Assault	0	3	0	3	1
Burglary	1	0	2	0	0
Damage to Property	0	0	1	1	0
Embezzlement	0	0	1	0	0
Fraud	0	2	1	0	1
Kidnapping	0	1	0	0	0
Larceny	3	4	2	2	1
MV Theft	0	2	1	1	1
Narcotics	1	0	1	2	1
Robbery	2	0	1	0	0
Sex Offense	3	0	0	0	0
Stolen Property	0	0	1	1	0
Weapons Violation	0	0	1	1	1

## Month's

**School Zone Violations** There were 186 citations issued for the school zone cameras on Kessler Avenue in September. A total of 634 citations have been issued for 2023.

**Traffic Violations** There were 1,427 traffic violations in September, 95 of which were commercial vehicle citations. A total of 10,571 traffic violations have been written for 2023.

<b><u>Traffic Violations Issued</u></b>	Speeding Violations	438	Fatalities	0
	Seat Belt Violations	67	Written Warnings	205
	DUI Citations	16	Miscellaneous Citations	701



**Accidents**

Total Accident Reports	66	
Public Roadway Accidents	51	Private Property Accidents 15

**Open Records Requests** The Garden City Records Department received and processed 229. Open Records requests for September. A total of 2,367 Open Records Requests have been processed in 2023.

**Training** During the month of September 2023, police personnel reported a total of 329 hours of training. Some of the training classes the officers attended during the month were: Specialized Patrol Techniques, Cloud Gavel Electronic Warrants, BolaWrap Operator Course, Drug Identification, Peace Officers Association of Georgia Seminar, and Command College- Leadership in Public Safety Administration.

**Items of Interest for September 2023**

- Officer Scott represented the Garden City Police Department yesterday at the 200 Club's Golf Event at The Club at Savannah Harbor on September 8th. All of the proceeds from the event go to support the 200 Club and their mission supporting the families of our fallen first responders.
- We acknowledged our female officer's on September 12th for National Police Women's Day.
- On September 13th we enjoyed seeing hosting Cops at Bus Stops at 3rd Street and Davis Avenue on Rossignol Hill.
- We would like to welcome our newest officers, Officer Raymundo Castillo-Chavez and Officer Tyler Jeffries, to our team.
- On September 27th, Jeri Varnum was recognized at the Administrative Assistant of the Year for District 6 by the Georgia Association of Chiefs of Police.

## REPORT TO MAYOR AND CITY COUNCIL

## AGENDA ITEM

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**DATE:** 10/09/2023

**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 September and all project related information is current as of 09/30/2023.

Prepared by: Lynnette S. Hymes  
Title Executive Administrative Assistant

Reviewed by: Virgil Moore  
Title Interim Public Works Director

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C. Scott Robider, City Manager

Attachment(s)



Breast Cancer Awareness Month

Department of Public Works



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

**Operations & Maintenance:**

Public Works personnel completed 23 **Resident Requests**, and 261 **Work Orders** for the month of September.

**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 – 1,708 ft., Cut – 13,926 ft.

**Streets:**

- Street Repairs – Patch hoe’s using 5 tons of Asphalt on Telfair Place and Telfair Road. Total Cost \$599.00
- Street Sweeper Mileage – 23.712 miles
- Signs: Multiple Knockdowns/replacements – 8

**Mixed Dry Trash Collection by City and Disposal:**

- 32.22 Tons Collected – July 2023
- 116.60 Tons Collected Total Mixed Dry Trash – YTD
- Cost of Tons Collected Total Mixed Dry Trash July 2023 - \$ 2,862.18
- Cost of Tons Collected Total Mixed Dry Trash (\$10,817.63) - YTD
- 116.60 Tons Collected YTD taken to Savannah Regional Landfill

**Trees:** Tree limbs removed around the city. All work done by the Public Works Department.

## REPORT TO MAYOR AND CITY COUNCIL

## AGENDA ITEM

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**DATE:** 10/09/2023

**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 September and all project related information is current as of 09/30/2023.

Prepared by: Lynnette S. Hymes  
Title Executive Administrative Assistant

Reviewed by: Geunmarth Vallada  
Title Interim Director of Water and Sewer

Operations

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C. Scott Robider, City Manager

Attachment(s)



Domestic Violence Month

Department of Water and Sewer Operations



## **Water Operations & Maintenance:**

110 Service Orders, 45 Work Orders

45.4 million Gallons of Drinking Water for the Month of September 2023

**Hydrant Services: 6**

**Water Line Services: 40**

**Located Services: 109**

**Utility Services:**

- Meter Services: 37
- Connects: 41
- Disconnects: 45
- Delinquent Disconnects: 79

<p>* 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.</p>
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## **Sewer Operations and Maintenance:**

- Gravity Main/Manhole Services: 24
- Lateral/Blockage Services: 0
- Sanitary Sewer Overflow Event: 0

## **Wastewater Treatment Plant and Water System:**

### **EXECUTIVE SUMMARY**

- The treatment plant received a total of 2.2 inches of rain during the month and treated 29.1 million gallons.
- The max EFF daily flow for the treatment plant was 1.2 MGD recorded on September 6, 2023.
- The water system withdrew a total of 45.4 MG from well facilities and purchased 0.91 MG from the Savannah Southbridge System (Town Center Water System) and 0.30 MG from Savannah I&D (Prosperity Drive)
- Monthly drinking water bacteriological sampling completed = passed
- Monthly water and wastewater reporting submitted to State = no violations.

STATE OF GEORGIA       )  
COUNTY OF CHATHAM    )

### RESOLUTION

WHEREAS, the Mayor and Council of Garden City, Georgia, wish to purchase from Chapel-in-the-Gardens Presbyterian Church, Inc., that certain tract or parcel of land located in the 7<sup>th</sup> G.M. District, Savannah, Chatham County, Georgia, in Garden City, measuring 2.38 acres, more or less, known as Lot 144, and the Southern Eighty-Five (85') Feet of Lot 145, Industrial City Gardens Subdivision, Garden City, Chatham County, Georgia, having a frontage of one hundred eighty-five (185') on Main Street and a depth of approximately 570 feet, and having an address of 95 Main Street, Garden City, Georgia 31408, together with all improvements, fixtures, and landscaping thereon, intending to use the property to construct a fire station thereon; and,

WHEREAS, the City has been able to reach an agreement with Chapel-in-the-Gardens Presbyterian Church, Inc., on all of the terms and conditions of the sale/purchase, said agreement being embodied in the sales contract which is attached hereto as Exhibit 1; and,

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of Garden City, Georgia, that the City proceed with acquiring from Chapel-in-the-Gardens Presbyterian Church, Inc., that certain tract or parcel of land located in the 7<sup>th</sup> G.M. District, Savannah, Chatham County, Georgia, in Garden City, measuring 2.38 acres, more or less, known as Lot 144, and the Southern Eighty-Five (85') Feet of Lot 145, Industrial City Gardens Subdivision, Garden City, Chatham County, Georgia, having a frontage of one hundred eighty-five (185') on Main Street and a depth of approximately 570 feet, and having an address of 95 Main Street, Garden City, Georgia 31408, by authorizing the City Manager to execute the sales contract attached hereto as Exhibit 1 on behalf of the City; to execute and deliver any and all documents or agreements reasonably required to consummate the transaction; and to do and perform any and all further acts and things which the City Manager shall deem necessary or appropriate in his discretion to effectuate the transaction contemplated therein.

ADOPTED BY the Mayor and Council of Garden City, Georgia, this \_\_\_\_\_ day of October, 2023.

MAYOR AND COUNCIL FOR GARDEN CITY,  
GEORGIA

By: \_\_\_\_\_  
Bruce Campbell, Mayor

Attest: \_\_\_\_\_  
Rhonda-Ferrell Bowles, Clerk of Council



EXHIBIT 1

STATE OF GEORGIA        )  
                                  )  
COUNTY OF CHATHAM    )

AGREEMENT FOR PURCHASE AND SALE  
OF PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF PROPERTY ("Agreement") is made and entered into this \_\_\_\_ day of October, 2023, by and between **CHAPEL-IN-THE-GARDENS PRESBYTERIAN CHURCH, INC.**, a Georgia nonprofit corporation, with a mailing address of 93 Main Street, Garden City, Georgia 31408 (the "**Seller**"), and **GARDEN CITY, GEORGIA**, a Georgia municipal corporation with its City Hall located at 100 Central Avenue in Garden City, Georgia 31405 (the "**Purchaser**"), for the purchase and sale of that certain tract or parcel of land located in the 7<sup>th</sup> G.M. District, Savannah, Chatham County, Georgia, in Garden City, measuring 2.38 acres, more or less, known as Lot 144, and the Southern Eighty-Five (85') Feet of Lot 145, Industrial City Gardens Subdivision, Garden City, Chatham County, Georgia, having a frontage of one hundred eighty-five (185') on Main Street and a depth of approximately 570 feet, and having an address of 95 Main Street, Garden City, Georgia 31408, together with all improvements, fixtures, and landscaping thereon and all rights, privileges, easements, benefits, and agreement appurtenant thereto with the exception of the double-wide mobile home located thereon which is owned by International Seamen's House and shall be removed prior to the Closing Date (as defined below), as outlined in red on the map which is attached hereto as Exhibit "A" and incorporated herein by reference thereto and made a part hereof (the "**Property**").

W I T N E S S E T H :

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

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

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

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

2. Purchase Price and Terms of Payment. The purchase price to be paid by Purchaser to Seller for the Property (hereinafter referred to as the "Purchase Price") shall be Six Hundred Thousand and 00/100's (\$600,000.00) Dollars.

The Purchase Price shall be paid as follows:

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

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

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

3. Closing.

(a) The consummation of the purchase and sale contemplated by this Agreement by the deliveries required under Subparagraph 3(b) below (the "Closing") shall occur on or before January 15, 2024 ("Closing Date"), subject to the satisfaction or waiver of all conditions to Closing set forth herein. The exact date, time and place of the Closing shall be determined by Purchaser by notice to Seller not less than five (5) days prior to the date of Closing. The Closing Date may be extended by mutual agreement of the parties or pursuant to the provisions of this Agreement.

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

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

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

(iii) A title affidavit executed by Seller containing the minimum representations reasonably required in order to issue an owner's title insurance policy insuring Purchaser's fee simple title to the Property free of exceptions for (A) the rights of parties in possession and parties claiming rights in the Property, except parties claiming under the Permitted Exceptions, (B) mechanics' and materialmen's liens arising through Seller, (C) unrecorded easements arising through Seller, and (D) brokerage liens arising through Seller;

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

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

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

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

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

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

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

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

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

5. Prorations.

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

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

6. Representations, Covenants, and Warranties of Seller.

(a) Seller hereby represents, covenants, and/or warrants as follows:

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

(ii) Seller has the right, power, and authority to close the transaction herein described;

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

(iv) Seller has not generated, disposed of, released, or found any hazardous substances or wastes on the Property and has received no written notice of the existence of any areas on the Property where hazardous substances or wastes have been generated, disposed of, released, or found. For purposes of this Agreement, the term "hazardous substances or wastes" shall mean petroleum including crude



oil or any fraction thereof, and any substance identified in CERCLA, RCRA or any other federal, state, or other governmental legislation or ordinance identified by its terms as pertaining to the disposal of hazardous substances or wastes;

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

(vi) Seller has received no notice of, nor is it aware of, any pending, threatened, or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof (Seller agreeing to promptly notify Purchaser if it receives such notice or learns of such contemplated or threatened action prior to any Closing hereunder);

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

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

(ix) Seller is not a "foreign person" as that term is defined in the Internal Revenue Code of 1954, as amended, and the Regulations promulgated pursuant thereto, and Purchaser has no obligation under Internal Revenue Code Section 1445 to withhold any pay over to the Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such terms is defined in the Regulations issued under Internal Revenue Code Section 1445); and,

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

(b) Except as specifically set forth in this Agreement, Seller does not, by the execution and delivery of this Agreement, and, Seller shall not, by the execution and delivery of

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

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

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

#### 7. Title Examinations and Objections.

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

(b) The Purchaser may have Seller's title to the Property examined and give written notice to Seller on or before the expiration of the below-defined Inspection Period of any Title Objections disclosed by such examination. Thereafter, Purchaser may re-examine Seller's title to the Property at any time and from time to time up to and through the Closing Date and may give

Seller written notice of any Title Objections which have arisen since the Effective Date of this Agreement disclosed by such re-examination. Monetary Title Objections shall be satisfied from the Purchase Price at Closing. Within five (5) days after receipt from Purchaser of written notice setting forth any Non-Monetary Title Objections, Seller will notify Purchaser whether Seller shall satisfy or correct said Non-Monetary Title Objections, on or before the Closing Date.

(c) In the event that Seller notifies Purchaser that Seller has elected not to cure or satisfy any such Non-Monetary Title Objection, then within ten (10) days after Purchaser's receipt of such notice, Purchaser shall by written notice to Seller elect one of the following:

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

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

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

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

(a) All taxes for the year of closing and subsequent years, and assessments, whether

or not they are of record;

(b) Applicable subdivision and zoning ordinances and all other restrictions and regulations imposed by governmental authorities;

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

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

9. Escrow Agent.

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

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

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

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

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

(f) Purchaser and Seller hereby agree and acknowledge that the Escrow Agent assumes no liability in connection herewith except for gross negligence or willful misconduct;



that the Escrow Agent shall never be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement; and that in the event of any dispute under this Agreement, the Escrow Agent may seek advice from its own counsel and shall be fully protected in any action taken by it in good faith in accordance with the opinion of its counsel.

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

#### 10. Access to and Examination of the Property.

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

(b) Purchaser shall have until December 1, 2023 (herein called the "Inspection Period"), to perform such investigations, examinations, tests, and inspections as Purchaser shall deem necessary or desirable to determine whether the Property is suitable and satisfactory to Purchaser. In the event that Purchaser shall determine that the Property is not suitable and satisfactory to it, Purchaser shall have the right to terminate this Agreement by giving written notice to Seller on or before the expiration of the Inspection Period; in such event, Ten and 00/100's (10.00) Dollars of the Earnest Money shall be paid to Seller as consideration for Seller's execution of and entry into this Agreement and the remainder of the Earnest Money shall be refunded to Purchaser promptly upon request, and, except as expressly provided in the Agreement, all rights and obligations of the parties under this Agreement shall expire, and this

Agreement shall become null and void. The failure of the Purchaser to provide Seller such notice of termination shall be deemed a waiver of Purchaser's rights hereunder, and all Earnest Money will thereafter become non-refundable except (i) in the event of a default committed hereunder by the Seller, or (ii) unless otherwise expressly provided for herein to the contrary.

(c) Within thirty (30) days from the date hereof, Purchaser, at its cost and expense, shall obtain and furnish the Seller a recombination plat (the "Recombination Plat") prepared by a Georgia registered land surveyor to (i) create the Property by combining Lot 144 with the southern eighty-five (85') feet of Lot 145, Industrial City Gardens Subdivision, and (ii) recombine the northern fifteen (15') feet of Lot 145 with Lot 146, Industrial City Gardens Subdivision. The survey shall describe the combined or re-combined properties by metes and bounds; shall show the exact number of acres therein; and shall further show any easements affecting the properties. Upon Seller's approving the Recombination Plat (said approval not being unreasonably withheld), it shall replace Exhibit "A" attached hereto for purposes of describing the Property, and shall be used to describe the Property in the closing documents. As an express condition of Closing, all necessary governmental approvals for the Recombination Plat shall be obtained by Purchaser together with the Seller's cooperation.

(d) Within fifteen (15) days of the Effective Date of this Agreement, Seller shall provide Purchaser with all documents in its possession concerning the Property's environmental and geo-technical condition, all reports evidencing inspections of the Property within the last three (3) years, and all documents relating to the governance of the Church including, but not limited to, any Charters, Constitutions, bylaws, rules and regulations, and laws, setting forth the requirements for the sale of church property and the identity of those persons who are authorized to approve the sale of the Property on behalf of the Church as well as to sign legal instruments such as deeds and transfer documents on behalf of the Church in order to effect the sale of the Property (herein called the "Due Diligence Materials"). Until Closing, Purchaser and Purchaser's Designees shall maintain all Due Diligence Materials as confidential information. If the purchase and sale of the Property is not consummated in accordance with this Agreement, regardless of the reason or the party at fault, Purchaser shall immediately re-deliver to Seller all copies of the Due Diligence Materials, whether such copies were actually delivered by Seller or are duplicate copies made by Purchaser or Purchaser's Designees.

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

12. Default.

(a) Seller's Default. In the event Seller defaults in the performance of any of its obligations hereunder or breaches any of its covenants hereunder, or in the event that any representation, warranty, or statement made by Seller hereunder is or becomes false or misleading in any material, adverse respect as of the Effective Date of this Agreement or the Closing Date, the Earnest Money shall be returned to Purchaser, without prejudice to any other rights or remedies of Purchaser hereunder. Purchaser shall have the right to seek specific performance of this Agreement against Seller in the event that Seller fails or refuses to perform

any covenant or agreement of Seller hereunder and the right to sue for and receive monetary damages. The inability of Seller to convey good and marketable fee simple title to the Property on the Closing Date shall not constitute a default by Seller under this Agreement unless such inability is caused by a defect in Seller's title to the Property which is not a Permitted Exception under this Agreement, which arises by reason of Seller's breaching its covenants or warranties set forth in Paragraph 6 of this Agreement.

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

### 13. Casualty.

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

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

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



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

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

PURCHASER: GARDEN CITY, GEORGIA  
C. Scott Robider, City Manager  
100 Central Avenue  
Garden City, Georgia 31405

With a copy to: James P. Gerard, Esquire  
Oliver Maner LLP  
218 West State Street  
Savannah, Georgia 31401

SELLER: Chapel-in-the-Gardens Presbyterian Church  
Attention: Henry S. Jones, Jr., Business Agent  
93 Main Street  
Garden City, Georgia 31405

With a copy to: Mark Glidewell, Esquire  
Brannen, Searcy & Smith, LLP  
22 East 34<sup>th</sup> Street  
Savannah, Georgia 31401

ESCROW AGENT:

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

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

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

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

21. Like-Kind Exchange. In the event either Seller or Purchaser intends for this transaction to qualify as a "like-kind" exchange under Section 1031 of the Internal Revenue Code, the other party agrees to cooperate with the exchanging party in arranging this transaction as to qualify as a "like-kind" exchange, including its assignment to a "qualified intermediary" pursuant to Section 1031, at no cost or expense to the cooperating party. Notwithstanding the provisions of Paragraph 18, this Agreement may be assigned by the exchanging party to a "qualified intermediary" provided the cooperating party is given notice thereof at least ten (10) business days prior to the Closing Date.

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

23. Miscellaneous.

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

materially to the preparation of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

**SELLER:**

Chapel-In-The-Gardens Presbyterian Church, Inc.

By: [Signature]  
Print Name: H. S. Jones Jr  
Its: BUSINESS AGENT / MGR

Date: 10/10/2023

[Signature]  
Witness

**PURCHASER:**

GARDEN CITY, GEORGIA

By: \_\_\_\_\_  
C. Scott Robider, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

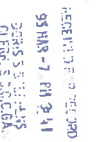
**ESCROW AGENT:**  
OLIVER MANER LLP

By: \_\_\_\_\_  
James P. Gerard, Partner

EXHIBIT "A"

PLAT OF PROPERTY ATTACHED





149-16

# Memo

**To:** Mayor & City Council

**From:** Finance Director / Clerk of Council

**cc:** City Manager

**Date:** October 4, 2023

**Re:** Write-off of 2016 - 2017 Utility Accounts Receivables Deemed Uncollectible

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

Attached is the list of 2016 - 2017 utility accounts that staff has identified as outside of the statute of limitations of recovery (older than six (6) years) and, therefore, no longer eligible to be collected. Staff requests the City Council to authorize the write-off of the 2016 - 2017 utility accounts receivables (bad debt) totaling \$55,077.85.

If you have any questions, please let me know.

**2016-2017 Utility Accounts Receivables Deemed Uncollectible**

Account #	Name	Service Date	Balance
001-0640-08	DRIGGERS, EDITH D	January 21, 2016	418.47
004-1360-03	INN MASTERS	January 21, 2016	5,337.10
006-0870-05	QUARTERMAN, TA-SHA	January 21, 2016	116.83
008-1580-03	GORDON, WILLIAM	January 21, 2016	234.79
014-0620-04	EDWARDS, ASHALON	January 21, 2016	117.62
014-0886-03	HAYNES, LASHONDA	January 21, 2016	28.59
014-0928-04	MURCHISON, TABBETHA	January 21, 2016	424.22
014-2252-04	ACOSTA, CARLOS PADILLA	January 21, 2016	210.60
014-2395-02	HARVEY, LISA	January 21, 2016	1,699.52
015-1406-06	WELLS, ZACHARY	January 21, 2016	26.74
017-0050-07	MILNER, ALICE	January 21, 2016	146.68
017-0395-07	HARDEN, MATTHEW	January 21, 2016	103.40
017-0501-06	COOPER, BRITTNEY	January 21, 2016	72.19
017-0540-07	BENTON, JOSIE	January 21, 2016	53.49
100-0196-10	KICKLIGHTER, MICHELLE	January 21, 2016	196.46
003-0370-05	MCLEAN, PRINCE ALLEN	February 19, 2016	146.95
007-0390-06	BURTON, BRITTANY	February 19, 2016	259.51
007-1280-04	BROADWATER, EBONY	February 19, 2016	106.08
008-1930-06	ALLEN, SARAH	February 19, 2016	64.94
014-0125-04	WILLIAMS, JEREMIAH	February 19, 2016	58.32
014-0550-06	JUDSON, JOSHUA	February 19, 2016	88.83
014-0790-05	STEED, TIFFANY	February 19, 2016	123.90
014-0978-04	ADAMS, SAMUETTA	February 19, 2016	90.98
014-2060-04	GREEN, TONY	February 19, 2016	55.89
017-0145-08	WALKER, DEVONTIA	February 19, 2016	51.49
017-0430-05	SINGLETON, BRITTENY	February 19, 2016	99.22
004-1250-05	HAMER, DAVID	March 18, 2016	1,392.34
004-2100-10	WURTSBAUGH, EMMA	March 18, 2016	61.92
008-1840-09	CUMMINGS, DENISE	March 18, 2016	197.48
009-1970-02	HOLDINGS GREY WOLF	March 18, 2016	402.47
014-0095-05	MASON, MELONEY	March 18, 2016	44.91
014-0510-05	BONEY, SHABRIA	March 18, 2016	49.81
014-0630-02	MOSHMAN, RACHEL	March 18, 2016	61.61
014-2161-03	ALLEN, VALENCIA	March 18, 2016	154.45
014-2583-02	PERDOMO, SERGIO VERGARA	March 18, 2016	50.96
015-3203-04	WILLIAMS, KEVIN	March 18, 2016	63.21
017-0215-04	GRAHAM, ALZORA W	March 18, 2016	29.03
017-0400-08	TAYLOR, CEDRIC	March 18, 2016	89.20
097-0964-01	VANDENBURGH, SANDRA	March 18, 2016	122.02
097-0967-01	SELENE FINANCE LP	March 18, 2016	405.65
097-0968-01	KEMP, MELISSA	March 18, 2016	140.86
097-0971-01	STEWART, CORINA	March 18, 2016	65.50
007-1400-04	BROWN, CALISTA	April 20, 2016	84.93
007-1810-10	WILLIAMS, DENNIS	April 20, 2016	157.69
009-1050-13	METTS, COURTNEY	April 20, 2016	185.12
010-0600-05	MOORE, DEANDRE	April 20, 2016	205.50
014-0200-06	GOLDWIRE, TARNEICE	April 20, 2016	47.36
014-0640-04	BANKS, SHANAY	April 20, 2016	28.45
015-3202-05	WASHPON, RASHEED	April 20, 2016	41.14
015-3204-04	HARDY, TIFFANY	April 20, 2016	67.11
017-0330-02	BENSON, OMIR	April 20, 2016	52.50
100-0196-11	ADAMS, WILLIE MAE	April 20, 2016	30.36
007-0390-07	WHITAKER, SEAN	May 6, 2016	192.95
007-2840-02	FOUR STAR SECURTY	May 6, 2016	207.29
014-0385-04	HARDEN, KATHY B	May 15, 2016	93.46
002-1050-10	BUNCH, LORELEI	May 16, 2016	339.75
014-0715-05	THOMAS, DARNELL	May 16, 2016	29.43
014-0821-07	SLAUGHTER, SANDRA	May 16, 2016	73.45



# 2016-2017 Utility Accounts Receivables Deemed Uncollectible

Account #	Name	Service Date	Balance
014-0868-04	MOLTON, AMENAN	May 16, 2016	55.01
014-2079-07	WILLIAMS, PATRICIA	May 16, 2016	919.74
014-2141-02	KNIGHT, MICHELE	May 16, 2016	37.88
001-0165-10	HILL, JOHNNY	May 19, 2016	177.20
002-1941-04	THOMPSON, VICTORIA	May 19, 2016	110.17
006-0190-02	CUTTARY, FLORENCE	May 19, 2016	280.45
007-2220-06	LEE, TIARA	May 19, 2016	181.45
015-2605-03	REYES, JANE E	May 19, 2016	129.37
017-0300-10	DAVIS, NASTASIA D	May 19, 2016	30.38
017-0315-03	AIKENS, KAIA	May 19, 2016	79.16
003-0060-01	CELA, JOHN H	June 2, 2016	103.55
007-1460-09	RUSSELL, JOYCE	June 5, 2016	118.69
007-0240-02	WILLIAMS, JOQUINIA P	June 10, 2016	77.35
008-1560-05	ZACHARY, THOMAS	June 15, 2016	607.49
014-0085-01	JAMES, DEMETRIUS	June 15, 2016	51.19
014-0802-05	WILLIAMS, JAMEL	June 15, 2016	40.45
014-0908-06	MORRELL, XZAVIER	June 15, 2016	75.79
014-2197-04	EDWARDS, DEXTER	June 15, 2016	264.64
014-2547-03	JACKSON, CIERRA	June 15, 2016	113.86
014-2565-03	WARREN, GWENDOLYN	June 15, 2016	92.78
012-0779-01	KR RENTAL PROPERTIES INC	June 17, 2016	636.72
014-0957-04	ORTIZ, ENRIQUE, JR	June 20, 2016	33.24
017-0051-06	DELYONS, ANTONIO	June 20, 2016	144.41
017-0120-07	JONES, CHANTEL	June 20, 2016	60.47
017-0145-09	WALKER, JAZMAN	June 20, 2016	105.10
017-0360-08	SCOTT, MICHAEL	June 20, 2016	58.18
007-0370-01	SHELL, HATTIE	June 22, 2016	212.89
006-1300-04	PENSON, KAY L	July 6, 2016	194.35
012-3230-03	GARDNER, SHAWN	July 18, 2016	87.40
012-3250-01	JERNIGAN, WILLIS M	July 20, 2016	240.77
015-2305-03	SMITH, DWIGHT	July 20, 2016	36.02
017-0115-08	SUMMERFORD, CALVIN	July 20, 2016	129.53
017-0230-08	HARGROVE, BIESHA	July 20, 2016	104.99
017-0365-07	SIMON, KHAPRI	July 20, 2016	359.66
017-0400-09	MONTGOMERY, CHRISTY	July 20, 2016	123.88
097-5080-01	WATSON, JENKINS TOM	July 20, 2016	788.83
097-5081-01	ELK, JAMES E & JOHN M	July 20, 2016	60.00
100-0620-03	SMITH, GREGORY E	July 20, 2016	60.00
014-0928-05	RUSHING, JASON	August 19, 2016	67.06
003-0490-09	ADRIANCE, KYLE	September 19, 2016	313.76
005-1870-03	LYNXX TRANSPORTATION	September 19, 2016	120.84
007-1800-05	MACON, ARLENE	September 19, 2016	32.10
008-1890-03	MCGRAW, CARL	September 19, 2016	188.57
012-9204-02	AMMONS, BRAD	September 19, 2016	75.28
015-1404-03	FRAZIER, JACKIE	September 19, 2016	47.25
015-3005-03	WRIGHT, DIANA	September 19, 2016	105.86
017-0121-05	GADSON, RUDEN	September 19, 2016	141.40
017-0380-05	CLAYTON, DANIEL	September 19, 2016	78.52
017-0475-08	MCVAY, CHRISTOPHER	September 19, 2016	630.61
017-0520-08	KING, ARNITRA	September 19, 2016	47.17
097-0963-01	COAKLEY, JAMIE	September 19, 2016	84.34
097-3470-04	THOMPSON, DAVID	September 19, 2016	292.94
097-9052-01	DALTON, JAMIE	September 19, 2016	103.18
005-1266-04	CAPERS, RONLYN	October 19, 2016	145.28
006-1150-02	BRAZZELL, TODD	October 19, 2016	550.42
007-0390-08	SLATER, JAMES	October 19, 2016	192.70
007-1310-05	CURTIS, DORY	October 19, 2016	931.99



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Account #	Name	Service Date	Balance
008-0600-06	GLEATON, BRANDON	October 19, 2016	238.93
008-1790-04	HOLLAND, LARRY	October 19, 2016	307.52
009-1050-14	PAWVLIK, RAYMOND	October 19, 2016	172.64
010-0240-08	LEE, JESSICA	October 19, 2016	191.80
014-0270-01	BRYAN, ROBERT M	October 19, 2016	29.81
014-0881-06	HOWARD, EDWARD	October 19, 2016	46.52
014-0896-02	WILSON, SHANTE	October 19, 2016	99.43
014-2295-07	NAVA, MARY	October 19, 2016	177.77
015-2704-05	WILLIAMS, SONYA	October 19, 2016	41.43
017-0375-05	COOPER, LATHAN	October 19, 2016	105.28
097-0112-01	WRIGHT, KEITH	October 19, 2016	42.85
097-3415-02	BASHLOR, DEWEY M	October 19, 2016	531.79
100-0196-12	LOPER, BRITTANY	October 19, 2016	515.92
003-0330-02	KLINE, RANDY	November 18, 2016	663.80
006-0550-08	MONROE, MARTHA	November 18, 2016	71.77
007-1410-02	PINKNEY, WANDA	November 18, 2016	52.53
008-0260-05	MORRIS, BRANDI	November 18, 2016	140.77
017-0100-02	HEYWARD, CEAIRRA	November 18, 2016	101.71
017-0310-09	WILLIAMS, TAMLA	November 18, 2016	251.41
002-0750-05	KABBAH, IBRAHIM	December 19, 2016	353.58
003-1180-02	CHISOLM, BARBARA	December 19, 2016	549.59
004-1210-05	WIGGINS, CRYSTAL	December 19, 2016	115.81
004-1260-03	MOON RIVER RENTALS LLC JENNI	December 19, 2016	219.66
005-1300-08	HINES, CHRISTOPHER	December 19, 2016	218.00
006-0440-04	MOODY, TAKIEL SHANELL	December 19, 2016	299.57
007-0130-03	WARREN, NICOLE	December 19, 2016	269.12
007-2371-03	CLARK, MAILASHA	December 19, 2016	210.48
008-0365-04	WILLIAMS, AMBER	December 19, 2016	298.29
008-1320-04	CRABB, TONY, JR	December 19, 2016	697.58
008-1560-06	FELLER, AMANDA	December 19, 2016	215.18
011-0042-03	STONE, CASEY	December 19, 2016	196.48
012-0777-02	SECRETARY OF VETERANS AFFAIRS	December 19, 2016	136.45
014-0495-07	WILLIAMS, SHELIA	December 19, 2016	147.77
014-0585-03	MUTCHERSON, DWANJA	December 19, 2016	143.72
014-2140-04	BROWN, ARTICIA	December 19, 2016	207.46
015-0901-06	GABEL, GHADAH	December 19, 2016	34.77
015-2202-03	PARRIS, LAKIA	December 19, 2016	39.39
017-0020-09	DANIELS, ALVIN	December 19, 2016	32.85
017-0170-03	HARGROVE, NORMAN	December 19, 2016	29.94
017-0290-05	GREEN, ANGELA	December 19, 2016	91.60
017-0300-11	DAVIS, NASTASSIA	December 19, 2016	153.81
017-0420-03	DONALDSON, SEDDRICK	December 19, 2016	715.43
001-0310-04	KIMBLE, REGINALD, JR	January 19, 2017	184.79
005-0620-05	SG POWDER COAT SERVICES	January 19, 2017	111.32
007-1810-11	STEPHENS, TANAUTICA	January 19, 2017	512.41
012-9174-02	HOPKINS, MISTY HOPKINS & JAMES	January 19, 2017	206.84
014-0858-07	SIMMONS, REGINA	January 19, 2017	54.02
015-0702-05	CULLARS, CHASITY	January 19, 2017	45.12
017-0315-04	SINYARD, CAITLIN	January 19, 2017	85.45
002-1600-07	GRANT, NELAUNTE	February 20, 2017	281.09
002-1810-05	ATKINSON, LIDA W	February 20, 2017	166.05
004-1340-01	HEADMASTERS	February 20, 2017	590.98
006-1510-06	WHITE, SELINA	February 20, 2017	197.88
007-0430-03	BROWN, NEKESHA	February 20, 2017	316.71
007-1440-06	ADGER, TINA	February 20, 2017	262.16
007-2450-06	POLITE, LAQUAN	February 20, 2017	384.70
008-0590-05	GRIFFIN, DINA	February 20, 2017	89.20
008-1840-10	JOHNSON, CHRISTY	February 20, 2017	270.64
014-0888-05	BROWN, RASHAWNDA	February 20, 2017	111.60



# 2016-2017 Utility Accounts Receivables Deemed Uncollectible

Account #	Name	Service Date	Balance
014-0950-02	WAFFORD, ELIJAH	February 20, 2017	120.99
014-0952-04	WILLIAMS, ONTORIO	February 20, 2017	188.20
014-1015-03	GRANT, LISA	February 20, 2017	48.87
014-2055-02	GALARZA, SILVIA	February 20, 2017	77.37
014-2064-05	MUMFORD, TAMEKIA	February 20, 2017	617.23
014-2223-01	JONES, BRANDON	February 20, 2017	29.17
014-2237-06	SISSON, SHEILA	February 20, 2017	107.84
014-2335-07	WILLIAMS, DELORIS	February 20, 2017	70.49
017-0035-07	ALEXANDER, PRECIOUS	February 20, 2017	202.27
017-0475-09	BANKS, TIEESHA	February 20, 2017	230.32
017-0530-07	LYONS, KEITHANDRA	February 20, 2017	311.49
097-0165-03	ADAMS, CONNIE	February 20, 2017	191.75
100-0196-13	COLEMAN, CEDRIC	February 20, 2017	189.92
002-1170-08	VILLANUERA, HECTOR L	March 20, 2017	34.83
007-0025-06	HUNGRY SAVANNAH FEED THE	March 20, 2017	452.18
008-0130-02	GUZMAN, ANDRES	March 20, 2017	191.91
009-1322-05	WILLIAMS, TRACEY	March 20, 2017	70.80
014-0375-04	BROWN, LAKEISHA	March 20, 2017	25.56
014-2500-02	LOZANO, ANNA	March 20, 2017	62.52
017-0135-03	WILLIAMS, VICKIE	March 20, 2017	38.42
017-0240-05	HANKERSON, TANISHALA	March 20, 2017	157.14
017-0343-05	LOCKWOOD, JANISHA	March 20, 2017	1,629.11
017-0480-08	HARRIS, DALISA	March 20, 2017	70.32
097-9058-02	CANDLARIA, ISAIS	March 20, 2017	80.57
001-0420-09	POORE, CARRIE	March 31, 2017	3,314.47
001-0440-10	BEAMON, MARY	March 31, 2017	33.13
002-1150-06	MOORE, VANESSA	March 31, 2017	194.63
003-0370-07	JACKSON, KONTRAY	March 31, 2017	181.00
003-0661-07	JACKSON, LYNDA	March 31, 2017	291.86
007-0390-09	FORD, ZELONIA & JOE	March 31, 2017	29.50
008-0140-03	BELLAMY, STACEY	March 31, 2017	67.25
010-0240-09	GARZA, ARLANDO	March 31, 2017	64.31
014-0440-02	KILPATRICK, JOSEPH	March 31, 2017	36.86
014-0806-05	DAILEY, KARA	March 31, 2017	49.22
014-0954-06	PINCKNEY, WILLIAM	March 31, 2017	66.50
014-0957-05	COPPOCK, QUEENOMI	March 31, 2017	43.00
015-2105-05	SCHNEIDER, BRITTANY	March 31, 2017	71.15
017-0090-06	ALLEN, LAVONE	March 31, 2017	36.26
017-0130-09	WILLIAMS, VADEAM	March 31, 2017	43.17
017-0341-06	ALLEN, PETER	March 31, 2017	51.12
017-0402-03	SAMPSON, TYRONE	March 31, 2017	67.56
017-0560-11	MCKOY, DAWN	March 31, 2017	44.64
007-2635-02	REED, ROSA RUBY	April 17, 2017	3,397.26
007-3070-05	BLESSED, BEAUTIFULLY	April 17, 2017	79.81
014-1028-03	WHITE, ANTHAWN	April 17, 2017	106.03
015-1902-05	LONON, ANDREA A	April 17, 2017	161.75
017-0220-04	BANKS, SHAVON	April 17, 2017	476.42
014-0600-04	TIPPINS, SAMUEL	April 24, 2017	27.16
014-0625-06	THOMAS, JOHN	May 8, 2017	50.17
010-0770-02	SENEY, JACK	May 10, 2017	279.44
014-0430-04	JONES, MERCEDES	May 17, 2017	60.68
015-1206-08	FRAZIER, FARRELL	May 18, 2017	116.10
017-0190-05	PATTERSON, FLOYD	May 19, 2017	84.59
017-0515-10	FLUKER, PETER	May 30, 2017	63.47
014-1030-06	DELOACH, DARREN	May 31, 2017	38.67
008-1820-05	WEAVER, SEAN	June 5, 2017	115.33
006-1200-06	GREEN, SABRINA	June 6, 2017	174.96
097-0815-01	FOREST HARBOR	June 7, 2017	268.49
015-1303-05	GIUSTI, CHARLENE	June 9, 2017	28.42
TOTAL			55,077.85