

Pre-Agenda Session @ 5:30 p.m.

A G E N D A
City Council Meeting
Tuesday, January 16, 2024 – 6:00 p.m.

➤ **OPENING**

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

➤ **FORMAL PUBLIC COMMENT**

Formal Public Comment – City Council Agenda Protocol

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

➤ RECEIPT OF INFORMAL PUBLIC COMMENT

- **Procedure:** To best manage this meeting section, any person who desires to address the City Council must sign up using the process outlined on the website where this meeting is advertised. Once recognized by the Mayor, the person will be allowed to speak in accordance with the Informal Public Comment–Speaker Protocols outlined below.

Informal Public Comment – Speaker Protocol

The City of Garden City believes that any member of the general public should be afforded the opportunity to address the City Council provided that designated rules are followed by the speaker. Any member of the public who wishes to address the City Council and offer public comment on items within the City Council's jurisdiction, may do so during the Informal Public Comment period of the meeting. However, no formal action will be taken on matters that are not part of the posted agenda. Informal Public Comments are scheduled for a total of fifteen (15) minutes and each person will be limited to three (3) minutes. In order to ensure the opportunity for all those desiring to speak before the Council, there is no yielding of time to another speaker. Speakers not heard during the limited fifteen (15) minute period will be first to present their comments at the next Council meeting. The opportunity to address City Council on a topic of his/her choice shall be used by an individual only one (1) time per month. It may not be used to continue discussion on an agenda item that has already been held as a public hearing. Matters under negotiation, litigation, or related to personnel will not be discussed. If a member of the general public would like to address the City Council during the Informal Public Comment portion of the meeting, please respectfully indicate your desire to address the City Council when the Mayor solicits members of the general public to come forward and speak. You will be recognized by the Mayor and asked to come forward to the podium so that you can address the City Council in accordance with the rules outlined herein. Once the speaker has been recognized to speak, he/she will be given three (3) minutes to address the City Council. The speaker should not attempt to engage the City Council and/or Staff in a discussion/dialogue and the speaker should not ask specific questions with the expectation that an immediate answer will be provided as part of the three (3) minute time frame since that is not the intent of the Informal Public Comment period. If the speaker poses a question or makes a request of the City, the Mayor may refer the issue or request to the City Manager for follow up. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. The Mayor may rule out of order any Speaker who uses abusive or indecorous language, if the subject matter does not pertain to the City of Garden City, or if the Speaker(s) attempts to engage the City Council Members in a discussion or dialogue on issues. City Council shall not discuss non-agendized matters because it does not give the public adequate notice. Accordingly, City Council shall be limited to asking factual and clarifying questions of staff, and when appropriate, the Council may consider placing a matter on a future agenda. In addition, it is not reasonable to expect staff to respond to any of a variety of issues on which they may or may not be prepared to respond to on a moment's notice, so the City Manager may respond, or direct staff to respond at a later time.

➤ PUBLIC HEARINGS

- **PC2338 – Rezoning Request:** Receipt of public comment on a request by Harold Yellin, representing 1143 and 1445 Dean Forest Road LLC, to rezone 5524 Silk Hope Road from R-A to R-2.
- **Alcoholic Beverage License Application (Andrewye Inc.):** Receipt of public comment on an alcoholic beverage license application made by Sunzhu Ye to sell beer and/or malt beverages at Andrewye Inc., 309 Highway 80, Garden City, Georgia.
- **Alcoholic Beverage License Application (La Favorita):** Receipt of public comment on an alcoholic beverage license application made by Angel Lares to sell beer and/or malt beverages at La Favorita Latin Grocery, Inc., 1550 Dean Forest Road, STE H, Garden City, Georgia.

Speaking to a Public Hearing Item Protocol

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

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

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

Procedures for Conducting Public Hearings on Proposed Zoning Decisions:

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

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

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

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

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

➤ **Approval of City Council Minutes**

- Consideration of the minutes from the November 20th Pre-Agenda Session and City Council Minutes and January 8th Workshop Synopsis.

City Manager's Report

- Staff 2023 year-end reports are included in the agenda packet
- Updates and announcements

➤ **ITEMS FOR CONSIDERATION**

- **Ordinance – Zoning Map Amendment (0 Dean Forest Road):** An Ordinance to amend the zoning ordinance and zoning map of Garden City, Georgia, as amended, to rezone from an R-1 zoning classification to a C-2 zoning classification certain property owned by Glit Industries, LLC, at 0 Dean Forest Road.
- **Resolution – New Gym Construction Manager Services:** A resolution authorizing the City manager to negotiate for subsequent approval by the City Council a construction management services contract, including a cost budget and time schedule, with Lavender & Associates, Inc., to provide construction management services for the City's new multi-purpose recreation complex.
- **Resolution – Cloud Hosting Services:** A resolution of the Mayor and Council approving the purchase from Avatara, LLC, of Cloud Hosting Services for the City's software and data and authorizing the City Manager to negotiate and enter into an agreement for the provisions of such services providing for implementation; and providing for an effective date.
- **Resolution – Enterprise Fleet Management Services:** A resolution approving agreements with Enterprise FM Trust and Enterprise Fleet Management for the lease and maintenance of vehicles to be added to the City's vehicle fleet.
- **Resolution - Emergency Purchase of Two Police Vehicles:** A resolution ratifying the emergency purchase of two police vehicles.
- **Board of Zoning Appeals/Planning Commission Appointments:** Consideration of the Mayor and City Council's nominations for appointment to serve on the City's consolidated Board of Zoning Appeals/Planning Commission.
- **Alcoholic Beverage License Application (Andrewye Inc.):** Consideration by the Mayor and Council of an alcoholic beverage license application made by Sunzhu Ye to sell beer and/or malt beverages at Andrewye Inc., 309 Highway 80, Garden City, Georgia.

- **Alcoholic Beverage License Application (La Favorita):** Consideration by the Mayor and Council of an alcoholic beverage license application made by Angel Lares to sell beer and/or malt beverages at La Favorita Latin Grocery, Inc., 1550 Dean Forest Road, STE H, Garden City, Georgia.

- **ADJOURN**

MEMORANDUM

To: Garden City Planning Commission & Board of Appeals
From: Denise R. Grabowski, AICP, LEED AP, Planning Consultant
Date: January 3, 2024
Re: PC 2338 – 5524 Silk Hope Road

<i>Application Type</i>	Zoning Map Amendment (Rezoning)
<i>Case Number</i>	PC 2338
<i>Applicant</i>	1443 & 1445 Dean Forest Road LLC
<i>Name of Project</i>	N/A
<i>Property Address</i>	5524 Silk Hope Road
<i>Parcel ID</i>	1-0990-01-011
<i>Area of Property</i>	6.56 acres
<i>Existing Zoning</i>	R-A Residential-Agricultural (Chatham County)
<i>Existing Land Use</i>	Undeveloped
<i>Proposed Zoning</i>	R-2 Residential
<i>Proposed Land Use</i>	Multi-Family Residential
<i>Comp Plan – Future Land Use</i>	Residential

GENERAL INFORMATION

Project Description: The applicant is proposing to develop the property for apartments in conjunction with the adjacent property.

Background / Additional Context: The property is in unincorporated Chatham County, adjacent to 1445 Dean Forest Road, which was rezoned to R-2 in October 2022. The applicant is requesting annexation of the subject property into Garden City to combine the two properties together for the development of an apartment complex. Upon approval of the annexation by City Council, the property will be assigned a Garden City zoning district designation. The annexation and zoning will occur simultaneously by City Council. The original application was amended via email due to a clerical error.

FINDINGS

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

1. *Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?*

The property to the north is owned by the City of Savannah, zoned Agricultural (City of Savannah A-1) and is used as a gun range. The property to the east is zoned R-2 and is planned for multi-family development. Adjacent properties to the south and the west are zoned Residential-Agricultural (Chatham County R-A) and are residential in use.

2. *Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?*

The pattern of development in this area is changing as more commercial and industrial uses have been developed in recent years. Significant areas of residential development are also occurring nearby in unincorporated Chatham County.

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?*

The property will be accessed via Dean Forest Road (SR 307). The existing roadway is a private drive that will be incorporated into the multi-family development. A conceptual plan is included for reference only. The general development plan will be presented to the Planning Commission at a future meeting.

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?*

This parcel is adjacent to low-density residential properties. Most of the development will be set back from Dean Forest Road due to a large wetland area that crosses the property.

5. *Is there an imminent need for the rezoning and is the property likely to be used for the use requested?*

The property, if rezoned, would likely be viable for multi-family use given the need for housing in Garden City and Chatham County.

6. *Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?*

This parcel is unique as it will join the only other parcel on this side of Dean Forest Road currently located within the city limits of Garden City. Properties on the east side of Dean Forest Road could transition to higher-density residential.



7. Such other matters as the Planning Commission deems relevant.

The adjoining property received a favorable recommendation from Planning Commission on September 13, 2022, for rezoning to R-2. City Council rezoned the adjoining property to R-2 on October 3, 2022.

RECOMMENDATION

Approval of the rezoning request from Residential-Agricultural (R-A) to Residential (R-2) upon annexation into the City of Garden City.

Note:

Approval, if granted, by the Planning Commission only constitutes the initial step in the overall process and additional requirements still must be met prior to commencement of any construction activities. The Petitioner should note that final approval of the site plan will require City staff approval of the detailed engineering plans for the project through the City's standard process and a Land Disturbance Activity (LDA) Permit must be issued prior to construction. The Petitioner should also note that final approval of the site architectural plans will require City staff approval via its standard process and a building permit must be issued before vertical construction shall commence.

City of Garden City Rezoning Application



Development Information

Development Name (if applicable)

N/A

Property Address

1445 Dean Forest Road, Garden City, Georgia 31408

5524 Silk Hope Rd.

Current Zoning	Proposed Zoning
R-4 (Garden City); R-A (County)	R-2
Current Use	Proposed Use
Vacant Lane & SFR (Vacant)	Multifamily Residential
Parcel ID	Total Site Acreage
6-0990-01-007 (Garden City) 1-0990-01-011 (Chatham County)	25.14 Acres +/-
Proposed Water Supply	Proposed Sewage Disposal
<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private (Future water supply from Garden City)	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private (Same)

Describe the current use of the property you wish to rezone, including property characteristics (developed, wooded, cleared, etc.)

Vacant land and houses (3) that are also vacant

Describe the use that you propose to make of the land after rezoning

Multifamily Residential. See concept plat attached to this petition

Describe the uses of the other property in the vicinity of the property you wish to rezone

N/A

Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property

Consistent with adjoining properties and serves a community need

Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools? Describe the proposed access.

Project will have access to Dean Forest Road

Please provide any additional information that you deem relevant.

City of Garden City Rezoning Application



Applicant Information

Owner	
Name	Address
1143 & 1445 Dean Forest Road LLC	
Phone	Email
912-660-7788	marketurner@me.com

Nature of Ownership Interest

Is the Owner an: Individual Partnership Sole Proprietor Firm Corporation Association

Note: If a corporation, submit a list of officers, directors & major stockholders with name, address and title.

If a partnership: Submit list of all partners with name, address and title.

Engineer/Surveyor	<input type="checkbox"/> Same as authorized agent	<input checked="" type="checkbox"/> Check here to receive staff review comments via email
Company Name	Contact (Individual Name)	
Coleman & Co.	Greg Coleman	
Phone	Email	
912-661-4734	gcoleman@cci-sav.com	

Authorized Agent (Requires Authorized Agent Form)

Company Name	<input checked="" type="checkbox"/> Check here to receive staff review comments via email
Hunter Maclean	Contact (Individual Name)
Phone	Harold Yellin
912-236-0261	Email
	hyellin@huntermaclean.com

Campaign Contribution

List below the names of local government officials, Garden City City Council, to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total \$250.00 or more or to whom gifts were made having a total value of \$250.00 or more.

Elected Official's Name	Amount or Description of Gift
N/A	N/A

I understand that I will need to attend or be represented by a duly authorized agent at the meeting of the Planning Commission and City Council and that my application cannot be approved unless I am represented.

HAROLD YELLIN

Print Name

Harold Yellin

Signature

11/7/23

Date

OFFICE USE ONLY			
Received By	Date Received	Case Number	
Submittal Format <input type="checkbox"/> Electronic <input type="checkbox"/> Paper <input type="checkbox"/> Both	Fee Amount Paid	Invoice Number	

City of Garden City Rezoning Application



Applicant Information

Owner

Name	Address
1143 & 1445 Dean Forest Road LLC	
Phone	Email
912-660-7788	marketurner@me.com

Nature of Ownership Interest

Is the Owner an: Individual Partnership Sole Proprietor Firm Corporation Association

Note: If a corporation, submit a list of officers, directors & major stockholders with name, address and title.

If a partnership: Submit list of all partners with name, address and title.

Engineer/Surveyor Same as authorized agent Check here to receive staff review comments via email

Company Name	Contact (Individual Name)
Coleman & Co.	Greg Coleman
Phone	Email
912-661-4734	gcoleman@cci-sav.com

Authorized Agent (Requires Authorized Agent Form)

Company Name	Contact (Individual Name)
Hunter Maclean	Harold Yellin
Phone	Email
912-236-0261	hyellin@huntermaclean.com

Campaign Contribution

List below the names of local government officials, Garden City City Council, to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total \$250.00 or more or to whom gifts were made having a total value of \$250.00 or more.

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N/A	N/A

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MARK E TURNER

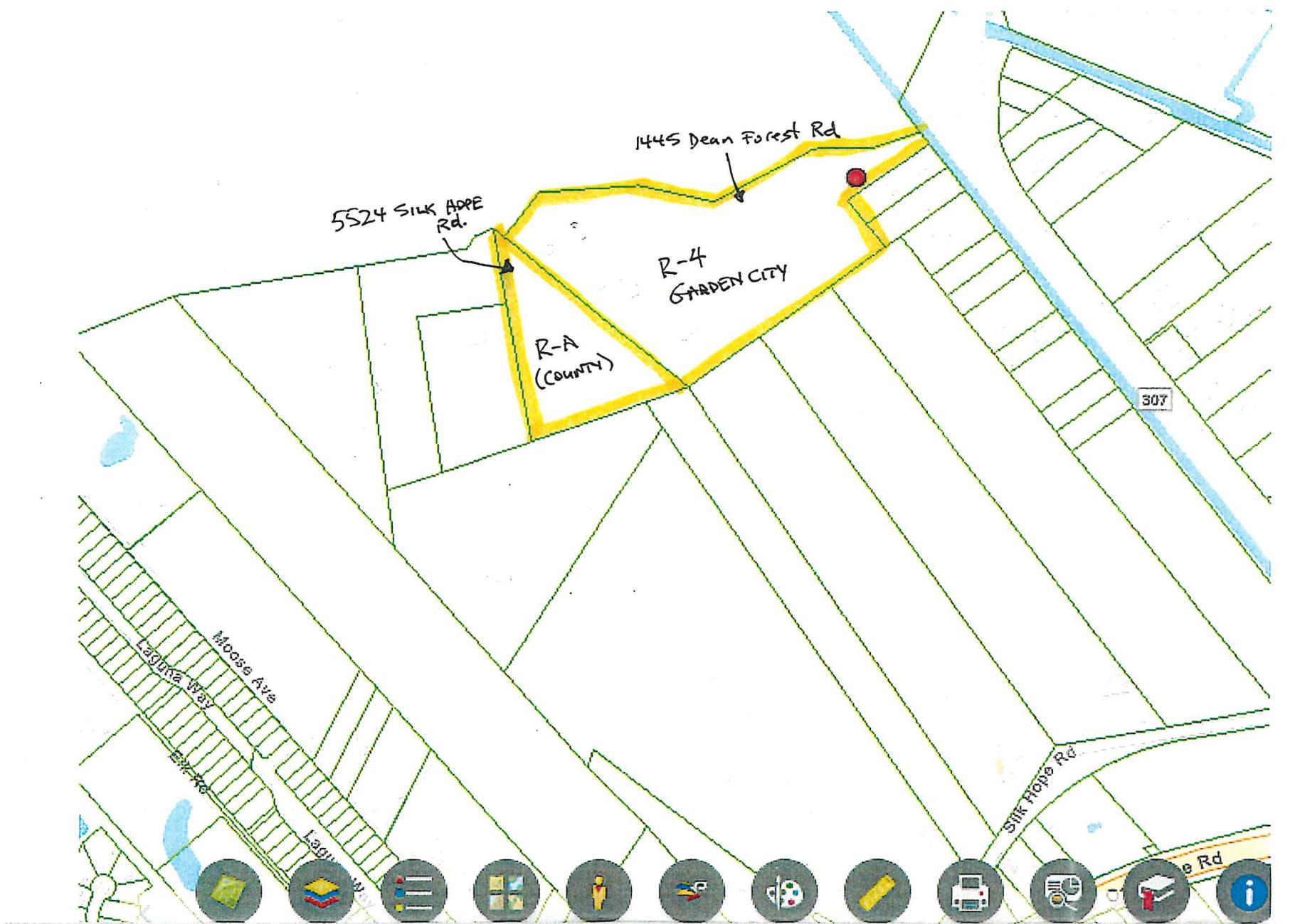

Signature

12/11/23

Print Name

Date

OFFICE USE ONLY			
Received By	Date Received	Case Number	
Submitted Format	Fee Amount Paid	Invoice Number	
<input type="checkbox"/> Electronic <input type="checkbox"/> Paper <input type="checkbox"/> Both			





SCALE: 1" = 160'-0"

UNIT DATA									
Unit Type	Unit Designation	Client Targets	Number	% of Units	Level 1	Level 2	Level 3	Unit Type Totals	Actual % per Type
1Br/1B - Studio			24	24	24	24	24	72	33.2%
1Br/1B			50	50	50	50	50	150	31.6%
2Br/2B			50	50	50	50	50	150	31.6%
2Br/2B - 2nd			24	24	24	24	24	72	33.2%
3Br/3B			22	22	22	22	22	66	33.3%
Unit Totals			182	182	182	182	182	546	47%

BUILDING TYPE DATA					
UNIT COUNT PER BUILDING TYPE					
BUILDING TYPE	UNIT TYPE	Level 1 unit #	Level 2 unit #	Level 3 unit #	Total unit #
BUILDING A	1Br/1B - Studio	4	4	4	12
	1Br/1B	10	10	10	30
	2Br/2B	4	4	4	12
	2Br/2B - 2nd	2	2	2	6
BUILDING 'A' TOTAL UNITS		20	20	20	60
BUILDING B	1Br/1B - Studio	2	2	2	6
	1Br/1B	4	4	4	12
	2Br/2B	6	6	6	18
	2Br/2B	3	3	3	9
BUILDING 'B' TOTAL UNITS		25	25	25	75
BUILDING C	1Br/1B - Studio	2	2	2	6
	1Br/1B	2	2	2	6
	2Br/2B	4	4	4	12
	3Br/3B	1	1	1	3
BUILDING 'C' TOTAL UNITS		9	9	9	27

AREA DATA												
RENTABLE AREA												
Unit Type	Unit Description	Average Unit Area (sq ft)	Level 1	Level 2	Level 3	Total (sq ft)						
1Br/1B - Studio		675	16,200	16,200	16,200	48,600						
1Br/1B		880	44,050	44,050	44,050	132,150						
2Br/2B		1,220	52,520	52,520	52,520	157,560						
2Br/2B - 2nd		1,215	31,350	31,350	31,350	94,050						
3Br/3B		1,415	31,350	31,350	31,350	94,050						
TOTAL NET RENTABLE UNIT AREA			319,150	319,150	319,150	957,450						

ZONING DATA					
DENSITY					
Buildable Lot Area (sf)	DU Density	Permitted Units	Actual Units	Notes	
1,093,872	75 du	625	474		
BUILDING					
Zoning Requirement					
Lot coverage (max)					
Max. foot print (feet x ft)					
Setback - front yard					
Setback - side (easement)					
Setback - rear (easement)					
Height (ft)					
Stories					
PARKING					
Type	Residential 1/20sf	Residential	Required	Provided	Notes
Standard parking (Guest)	Required	Provided	Ratio	Required	Provided
1 Car	1,225	975	50		
One Bedroom	1,150	209	209		
Two Bedroom	1,175	273	273		
Three Bedroom or More	2	204	204		
Total		793.5	793		



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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Date Filed: 9-7-23

For the Year: 2023
Expires at December 31 of the above year.

Type of License (check all that apply)

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

TOTAL: \$ 777.00

Business Information

Business Name: andrewye inc

D/B/A/ (if applicable):

Business Address: 309 Highway 80 Business Phone:

Mailing Address: Emergency Phone:

City: Garden city (If different from Business Address) State: GA Zip Code: 31408

Business Email Address:

What other kinds of business will be conducted at this location? Restaurant

List all persons with a financial interest in the business:

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

Name	Address	% Ownership
<u>Sunzhu Ye</u>	<u></u>	<u>100%</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

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

If Yes, describe circumstances:

THIS PAGE FOR OFFICE USE ONLY

Application received by: Kimberly Pettit Date: _____

POLICE DEPARTMENT REVIEW

Fingerprinted by: OK for license to P Date: 11/12/23

Separate report submitted to the City Administrator:

Date: 11/16/23

Per Spiegel

Police Chief

Public Hearing held on: January 16, 2024

Date advertised in Savannah Morning News: January 7-9, 2024

Action of Council: Approval Denial

License(s) Issued: _____ Date: _____



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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Date Filed: 12/7/2023

For the Year: 2024
Expires at December 31 of the above year.

Type of License (check all that apply)

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

TOTAL: \$ 777

Business Information

Business Name: LA FAVORITA LATIN GROCERY INC

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

Business Address: 1550 DEAN FOREST RD STE H Business Phone: 9123493468

Mailing Address: _____ Emergency Phone: _____

(If different from Business Address)
City: GARDEN CITY State: GA Zip Code: 31408

Business Email Address: _____

What other kinds of business will be conducted at this location? Grocery

List all persons with a financial interest in the business:

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

Name	Address	% Ownership
ANGEL U LARES	_____	100
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

If Yes, describe circumstances: _____

THIS PAGE FOR OFFICE USE ONLY

Application received by:

K Petrelli

Date:

12/7/23

POLICE DEPARTMENT REVIEW

Fingerprinted by:

OK for license KP

Date:

1/4/24

Separate report submitted to the City Administrator:


Police Chief

Date: 1/5/24

Public Hearing held on:

January 16, 2024

Date advertised in Savannah Morning News:

January 11, 12, & 14, 2024

Action of Council:

Approval Denial

License(s) Issued:

Date:

SYNOPSIS

Pre-Agenda Session

Monday, November 20, 2023 - 5:30 p.m.

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

Councilmembers Present: Mayor Bruce Campbell, Mayor Pro-Tem Marcia Daniel, Councilmember Richard Lassiter, Jr., Councilmember Natalyn Morris, Councilmember Kim Tice, and Councilmember Debbie Ruiz.

Councilmembers Absent: Councilmember Gwyn Hall

Staff Present: Scott Robider; James P. Gerard, City Attorney; Police Captain Joseph Papp

Staff Absent: Rhonda Ferrell-Bowles, Clerk of Council

1. Review of Public Hearing Matters.

(a) The City Manager reported that there would be a public hearing on the re-zoning application of Giancarlo Porto to rezone 0 Dean Forest Road, South of Interstate I-16, from a R-1 zoning application to a C-2 zoning classification for the purpose of operating an automobile repair shop. It was pointed out that the property located to the North of the subject parcel is zoned "C-2" and that the property located to the South of the subject parcel is zoned "I-1". The Planning Commission has recommended the approval of the re-zoning petition, finding that the rezoning request is consistent with the City's Comprehensive Plan and Future Land Use map which projects the property to being used commercially in the long term.

2. Review of Council Agenda Items.

(a) Through the passage of a resolution, the City must renew for 2024 the list of all current Garden City alcoholic beverage license holders who have passed the Police Department's review and investigation.

(b) The City must implement, by resolution, an updated pay plan for Fiscal Year 2024, as

recommended by its consultant, Evergreen Solutions, LLC, after having evaluated all positions within the pay plan, determining the need to implement new pay grades, and determining the need to establish new pay ranges for each position.

- (c) After conducting a number of workshops and public hearings, the City is prepared to adopt the Fiscal Year 2024 Operating and Capital Budgets providing for, among other things, the appropriation of funds for operating and capital expenditures as well as for deposit into the specific operating and capital funds of the Garden City government.
- (d) The approach of the holidays has necessitated making adjustments to the meeting schedule for City Council. Even though the two Council meetings in December have been cancelled, special meetings can be scheduled to address any city business which needs immediate handling. The January 1, 2024, meeting will be cancelled in observance of New Year's Day. The regularly scheduled meeting on January 15, 2024, shall be cancelled in observance of Martin Luther King, Jr., Day, and rescheduled for January 16, 2024, at 6:00 p.m., o'clock. A special Council meeting has been scheduled on January 3, 2024, for the purpose of swearing-in the newly elected Mayor and Councilpersons.
- (e) In order for the City to finish the process of being re-certified as a City of Ethics by the Georgia Municipal Association, a resolution must be signed by a majority of Mayor and Council certifying that they support and are committed to serving others and not themselves; using resources with efficiency and economy; treating all people fairly; using the power of their positions for the well-being of their constituents; and creating an environment of honesty, openness, and integrity. The City Attorney revised the form resolution proposed by GMA for the purpose of clarifying that such commitment is prospective and does not constitute verification that all prior conduct of Mayor and Council has conformed with the above-stated principles.
- (f) The City Manager expressed the need for the agenda to be amended for the purpose of discussing and acting upon a resolution requesting the Georgia General Assembly to pass a local bill at its upcoming 2023 special session annexing certain property contiguous to the City's southern boundary subject to the holding a referendum to approve such annexation among the voters in the area to be added to the City. The passage of the resolution cannot be deferred to a later date due to next week's commencement of the special session.

At 5:55 p.m., the Pre-Agenda Session of City Council was closed.

MINUTES

City Council Meeting

Monday, November 20, 2023 - 6:00 p.m.

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

Opening: Mayor Bruce Campbell, Pastor of the Oak Grove Missionary Baptist Church gave the invocation and invited everyone to join in the pledge of allegiance to the flag.

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

Councilmembers Present: Mayor Bruce Campbell; Mayor Pro Tem Marcia Daniel; Councilmember Richard Lassiter, Jr.; Councilmember Natalyn Morris; Councilmember Debbie Ruiz; and, Councilmember Kim Tice.

Councilmembers Absent: Councilperson Gwyn Hall

Staff Present: Scott Robider, City Manager; James P. Gerard, City Attorney; Joseph Papp, Police Captain.

Staff Absent: Rhonda Ferrell-Bowles, Clerk of Council, and all department heads.

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

Informal Public Comments: Mayor Campbell then gave an opportunity for informal comments by anyone who wanted to speak informally about a subject concerning the City. No one came forth to speak.

Public Hearings:

(a) PC2334 – Rezoning Request (1300 Dean Forest Road): Receipt of public comment on a request by Giancarlo Porto to rezone Dean Forest Road property from residential (R-2) to commercial (C-2) for the proposed purpose of operating an autobody shop.

Jay Maupin, PE, of Maupin Engineering stated that his client, GLIT Industries LLC, wanted to move its autobody repair business in Bloomingdale, Georgia, to the location of 1300 Dean Forest Road which is currently a residentially zoned wooded parcel measuring approximately 8.17 acres. He further stated that the properties to the South of the site had industrial zoning classifications and were currently being used for the operation of a storage business, warehouse, and construction company; and that the property to the immediate North had a C-2 zoning classification. The closest residential property is located to the North at 1304-1306 Dean Forest Road (zoned “P-I-1”) where a mobile home park is situated. Mr. Maupin stated the property’s narrowness limits the scale of the proposed development, and that the property would need only one access from Dean Forest Road. He reported that if and when the re-zoning process is successful, he would submit topographic, architectural, and site plans to the Planning Commission for approval.

The only party other than re-zoning petitioner to speak on the re-zoning petition was **Andrew Rosen** of 109 Hart Circle in Savannah, Georgia, who did not oppose same (stating that the petition satisfied all of the City’s zoning criteria), but wanted the City to consider the recommendations made by the Planning Commission relating to parking and buffer requirements out of concern for the health, safety, and welfare of the nearby mobile home park residents.

There being no questions or comments about the re-zoning petition, the public hearing thereon was closed by Mayor Campbell.

Agenda:

A motion was made by Councilmember Marcia Daniel which was seconded by Councilmember Natalyn Morris, requesting that the meeting agenda be amended to add for consideration by Mayor and Council a resolution requesting the Georgia State Legislature to annex, by local act, a tract of land lying South and contiguous to the City’s southern city limits. As part of the motion, Councilmember Daniel stated that the matter was time sensitive in that it could not be considered at a subsequent meeting of City Council in that the session of the Georgia State Legislature whereat the proposed annexation could be addressed commences on November 29, 2023. A roll call vote on the motion resulted in the unanimous adoption of same.

City Council Minutes:

Upon a motion by Councilmember Richard Lassiter, Jr., and seconded by Councilmember Debbie Ruiz, City Council voted unanimously to approve (1) the November 6, 2023, Pre-Agenda Session Minutes, (2) the November 6, 2023, City Council Meeting Minutes, and, (3) the November 13, 2023, Workshop Synopsis.

City Manager Updates:

The City Manager reported that there have been issues with the City's CONNECT APP which Tyler Technologies has been working on to resolve. The APP was mistakenly taken off line by Tyler Technologies during an upgrade to the City's internet system. The City's Information Technology Department is currently working with Tyler Technology to restore the APP.

The City Manager also reported that revisions to the City's website are close to being completed. Such revisions shall include Spanish features.

Items for Consideration:

1. Resolution – Alcoholic Beverage License Renewals for 2024. A resolution to authorize the renewal of Garden City alcohol licenses for the 2024 calendar year; to provide for review and limited investigation of said license holders and for other purposes.

Upon Councilmember Lassiter making a motion for the adoption of the resolution and Councilmember Tice seconding the motion, the resolution was offered for discussion. The City Manager stated that the City must renew for 2024 the list of all current Garden City alcoholic beverage license holders who have passed the Police Department's review and investigation, said list being attached as an exhibit to the resolution.

A roll-call vote on the motion resulted in unanimous approval of the resolution.

2. Resolution - FY24 Job Classification & Pay Scale: A resolution to approve the updated Job Classification & Pay Scale for fiscal year 2024.

Upon Councilmember Ruiz making a motion for the adoption of the FY 2024 Job Classification and Pay Scale and Councilmember Daniel seconding the motion, the City Manager stated that the proposed pay plan was the product of Evergreen Solutions which had reviewed and updated the City's current plan to implement new pay grades and salary ranges where necessary; to adjust any employee's salary not meeting the minimum salary for his/her position; and to adjust any employee's salary which did not correlate to market conditions for the employee's position with the City. The City Manager commented that the City's proposed pay scale was very competitive not only with the pay scales of other local governments but also with the pay scales of the private sector. He expressed his hope that City employees would produce a good return on the City's substantial investment in them.

A roll-call vote on the motion resulted in the unanimous approval of the resolution,

3. Resolution – FY2024 Budget Adoption: A resolution to adopt the Fiscal Year 2024 Operating and Capital Budget to provide appropriation of funds for operating and capital expenditures, and to provide appropriate funding for specific operating and capital funds of the Garden City Government.

Upon Councilmember Lassiter making a motion for the adoption of the FY 2024 Budget and Councilmember Ruiz seconding the motion, the City Manager stated that the proposed budget was a product of an abundance of information and discussion gathered at a budget retreat and several workshops held by Mayor and Council. He stated that the public had been invited to attend the retreat and workshops; that the proposed budget had been posted on the City's website; and that there had been an advertised presentation of the budget on November 6, 2023, at 6 p.m. o'clock. He stated that no one had come forward with any opposition to the adoption of the proposed budget.

A roll-call vote on the motion resulted in unanimous approval of the resolution.

4. Resolution – City Council Meeting Schedule Amendment (December 4, 2023, - January 16, 2024). A resolution to amend the regular meeting schedule of the Garden City City Council; to eliminate the December 4, 2023, and December 18, 2023, regular City Council meetings in observance of Christmas; to eliminate the January 1, 2024, regular City Council meeting in observance of New Year's Day; to establish a special City Council meeting on January 3, 2024, for the swearing in of the newly elected May and City Council members; to eliminate the January 15, 2024, regular City Council meeting in observance of Martin Luther King., Jr., Day; and to establish a City Council meeting on January 16, 2024.

Upon Councilmember Marcia Daniel making a motion for the adoption of the resolution and Councilmember Ruiz seconding the motion, the City Manager stated that even though the two Council meetings in December will be cancelled, special meetings could be scheduled if necessary to address any city business which needed immediate attention and handling.

A roll-call vote on the motion resulted in unanimous approval of the resolution.

5. Resolution – City of Ethics Re-Certification: A resolution to re-certify the City of Garden City as a Certified City of Ethics under the Georgia Municipal Association Program:

Upon Councilmember Daniel making a motion for the adoption of the resolution and Councilmember Ruiz seconding the motion, the City Manager stated that the Georgia Municipal Association conditioned a City's status as a "City of Ethics" upon a majority on City Council signing the resolution certifying that they support and are committed to serving others and not themselves; using resources with efficiency and economy; treating all people fairly; using the power of their positions for the well-being of their constituents; and creating an environment of honesty, openness, and integrity. The City Manager added that the City Attorney had revised the form resolution proposed by GMA for the purpose of clarifying that City Council's commitment to the above-stated principles was prospective and did not constitute a verification that all prior conduct of Mayor and Council conformed with same.

A roll-call vote on the motion resulted in the unanimous approval of the resolution.

6. Resolution – A Resolution of Mayor and Council Relative to the Approval of a Recommendation to the Local Legislative Delegation To Propose Local Legislation Dealing With Annexation.

Upon Councilmember Lassiter making a motion for the adoption of the resolution and Councilmember Daniel seconding the motion, the City Manager remarked that the City's annexation of the unincorporated areas of Chatham County, Georgia, identified in the resolution is a very exciting opportunity for the City to add residential property to the City and shift the City away from being viewed as industrially based.

A roll-call vote on the motion resulted in the unanimous approval of the resolution.

Adjournment: There being no further business before Council, Mayor Campbell asked for a motion to adjourn the meeting. Upon motion being made by Councilmember Lassiter and seconded by Councilmember Daniel, City Council adjourned the meeting at 6:20 p.m. o'clock.

SYNOPSIS

City Council Workshop Monday, January 8, 2024 – 5:30 p.m.

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

Attendees:

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

Staff Members: Scott Robider, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell Bowles, Finance Director/Clerk of Council; Veronica Enoch, Executive Assistant; Brian Cobb, Quvecta; Andrew Guzman, IT Technician; Yolanda Irizarry, HR Director; Mike Dick, Fire Chief; Cliff Ducey, Recreation Director, and Gil Ballard, Police Chief.

Visitors: Leon Davenport, Thunderbolt Consultants Kris Whiteside, Enterprise, and Members of the Garden City Planning Commission.

Leon Davenport – Traffic Calming Study: Mr. Leon Davenport gave an overview of the traffic calming study. He stated that there are other traffic-calming devices that the City Council may wish to consider instead of speed bumps or speed humps. He said that speed humps do transition better than speed bumps. He noted that he included a copy of the City of Savannah's policy for traffic-calming devices for you to review.

Councilmember Hall stated that if other cities already have policies, we should consider mirroring their policies so the implementation is uniform throughout the area.

The city manager said that since you are all good with the study, we will give it to the public for their review and comment.

Enterprise Municipal Leasing: Mr. Kris Whiteside gave an overview of the proposal for leasing city vehicles. He said it functions much like a capital lease purchase agreement. He said Enterprise vendors handle the service/maintenance. He noted that the goal is to recycle vehicles quicker, which this program allows you to do.

Chief Ballard expressed concerns about leasing the pursuit model vehicles. The City Manager stated that we are testing the one administrative vehicle to see how it goes. Chief Ballard noted that I am concerned about tracking the maintenance since we no longer have a vehicle maintenance shop.

The City Manager stated that we are looking to lease the following vehicles: two explorers for the City Manager and Police Chief, two trucks for the wastewater treatment division, and one police truck. He said we can transfer equipment from new model vehicles, but we can't transfer the equipment from old model vehicles to new model vehicles.

The City Council recommended placing the lease agreement on the January 16th council agenda for formal consideration.

Planning Commission – Structure & Proposed Changes: The City Manager stated that there is no language in our current ordinance on requirements to be on the Planning Commission. He said you could look at doing a nomination from each district. He said that there are currently three members from Councilmember Ruiz's district serving on the Planning Commission.

Councilmember Morris said I agree with having someone from each district. Councilmember Lassiter said he liked the idea of having someone from each district.

The City Attorney stated that in the past, we have had problems with you all nominating someone to serve from your district. Councilmember Morris said that we need to keep it flexible. The member can continue serving if someone can't find someone to serve.

Councilmember Daniel said she would like to see a person from each district. She stated that other cities pay their planning commission members. She said this may be something that we look at doing. The City Manager noted that implementing a stipend would require a change in the ordinance and possibly a charter change.

The City Manager asked the City Council to prepare their nominations for consideration at the January 16th council meeting.

Lavender & Associates – Award Letter for Construction Manager At Risk: The City Manager recommended that the City Council award the contract to Lavender & Associates for the new gym. The City Attorney noted that Lavender & Associates did the City's public works facility. The Recreation Director said he was impressed with Lavender & Associates' work on other gym facilities. He noted that they scored the highest.

The City Manager stated that the City Attorney is working with CenterPoint on the access road.

The City Council recommended placing the item on the January 16th council agenda for formal consideration.

Cloud Solutions: Mr. Brian Cobb gave an overview of the Cloud Solutions proposal and explained the benefits of moving to the Cloud. He stated that the City definitely needs to increase its cyber security. He noted that going to this platform would be a proactive step.

The City Attorney expressed concerns regarding their liability limit. He said I'm afraid I have to disagree with it like it is right now. He said we are currently at an impasse.

After a brief discussion, the City Manager said we would look at the City's cyber insurance with GIRMA and continue working out the details.

Emergency Purchase of Police Vehicles: The City Manager updated the City Council on the emergency purchase of police vehicles.

Annexation Update: The City Manager stated that we had a meeting with the City of Savannah regarding the properties that they already have pending annexation petitions. He gave an overview of the revised proposed area of annexation. He noted we are leaving out the areas that do not want to come in, which will help the process. He said we will have a new map of the condensed annexation plan prepared. He noted we are looking at a firm to study the millage rate, number of personnel needed, etc. He said we would have to look at hiring a PR firm for marketing. He said it is going to cost approximately \$80,000. Councilmember Ruiz asked if it was budgeted. The City Manager said no. She questioned where the money was coming from. Councilmember Hall said from savings.

The City Attorney stated that this would be a humongous undertaking, and everyone would have to put forth an effort.

Councilmember Hall asked if our ordinances are up to date to attract people to want to come into the City. Councilmember Morris said I think we need to look at updating our ordinances.

Councilmember Daniel said when my area was annexed, the point that we jumped on was no property taxes. She asked if it was going to lower their taxes. The City Manager said that it would offset the service district tax.

Cities Summit & Savannah-Chatham Day Travel: Councilmember Lassiter inquired about extending the hotel stay for the City Council Members to stay over to attend the Savannah-Chatham Day event. He said we are scheduled to check out on January 29 and then travel back to Atlanta on January 31st. He asked if there were any issues with them staying over.

The City Council recommended booking two additional nights so those attending the Savannah-Chatham Day event would not have to travel back to Savannah at the end of the Cities Summit and then back to Atlanta for the Savannah-Chatham Day.

Adjournment: Given no other items to discuss, the Mayor and City Council unanimously adjourned the meeting at approximately 7:04 p.m.

*Transcribed & submitted by: The Clerk of Council
Accepted & approved by: The City Council 1/16/24*

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: January 4, 2024

SUBJECT: *Fire Department 2023 Year End Report*

Report in Brief

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

The operations detail contained in this report is for the year of 2023, and all related information is current as of December 31, 2023.

Prepared by: Michele Johnson
Title Assistant Fire Chief

Reviewed by: Mike Dick
Title Fire Chief

Attachment(s)

Fire Department Year End Status Report Summary - 2023

Operations

2023 Calls for Service:

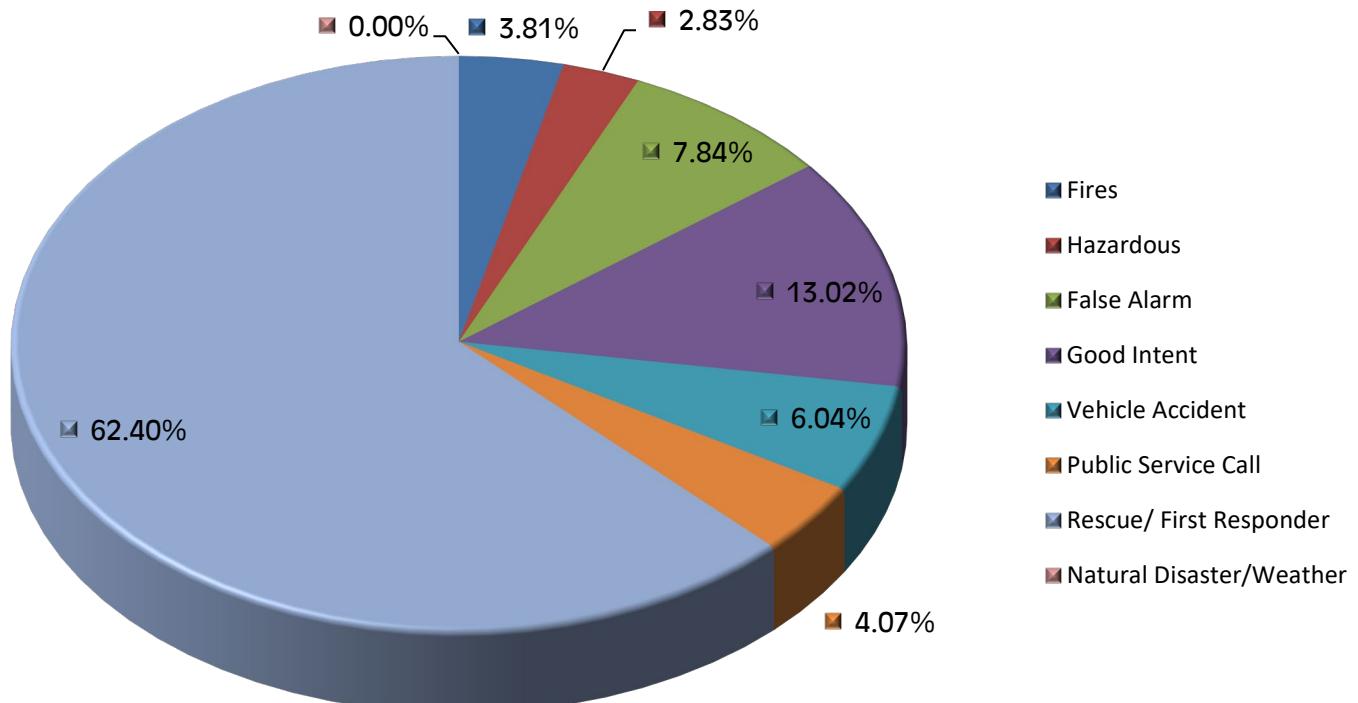
There was a total of 2,335 calls for service for the year of 2023. The average calls for service per month was 195.

Incident Type:

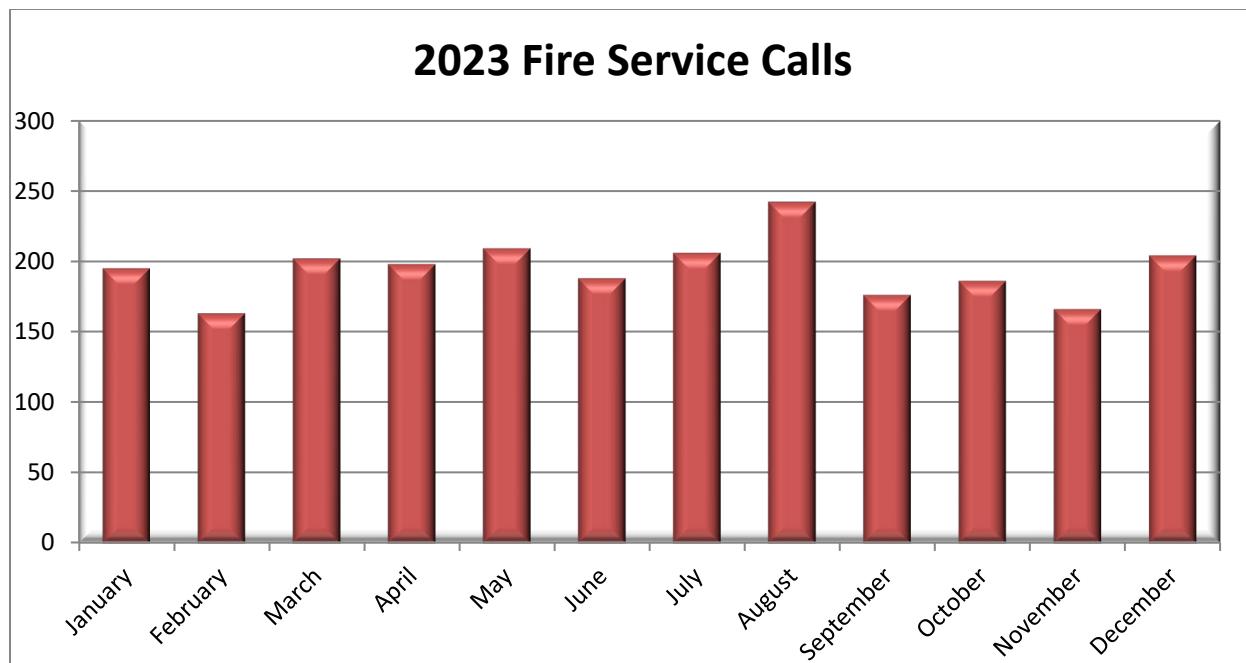
Fires:	83	Motor Vehicle Accident:	218
Hazardous:	48	Public Service Call:	103
False Alarm	193	Rescue & First Responder:	1,558
Good Intent:	161	Natural Disaster/Weather:	3

The graph below is a visual summary of the type of Fire Service Calls for the year 2023

2023 Fire Service Calls



The graph below is a visual summary of the Fire Service Calls for the year of 2023



Department Operations

The following list highlights some of the Garden City Fire Department's operational accomplishments for the past year:

- Started billing for EMS incidents
- Earned an ISO class 2 rating
- 44 National certifications earned by Fire personnel
- Utilized a policy program to establish Standard Operating Procedures for the department
- Utilized a more defined method of tracking our department's budget and inventory
- Re-developed positive relationships with other agencies in and around our city
- Spent numerous hours working on the new CAD system with other agencies
- Awarded FEMA Grant for new SCBA's and purchased the new units
- Worked to identify and cut any unnecessary costs/established cost-saving measures
- Increased morale and crew continuity within our department
- Successful audits by Georgia Fire Standards Training Council and GBI

Department Training

For the year 2023, fire personnel reported a total of 5,732 hours of training resulting in an average of 201.12 hours of training per Firefighter. Other training-related developments are as follows:

- Training calendar created to start a more productive training regiment
- Started a more robust physical fitness program
- Developing a more robust EMS response and training program
- Continued training in Technical Rescue
- Developed a state recognized Driver Operator Program

Department Instructed Training

During the year, the department was able to offer training that was beneficial to not only our department, but other departments as well. The following are some of the classes which were offered by the Garden City Fire Department in 2023:

- GPSTC Introduction to Fire Inspector: Basic Principles & Practices of Fire Inspections Class (32 hours)
- GPSTC Life Safety Code class (32 hours)
- AHA Basic Lifesaver/CPR (4 hours)
- Water Rescue (24 hours)
- GPSTC Rope Rescue I (40 hours)
- Marine Firefighting
- Company Officer 1

Department Personnel

For the year 2023, the following changes in personnel occurred:

- One Lieutenant promoted to Captain
- Two Advanced Firefighters promoted to Lieutenant

Department Vehicles & Equipment

The department has tried to maintain an equipment maintenance program. A vehicle replacement schedule was also presented to City Manager. A new Pumper and Ladder Truck were ordered. The pumper is expected in 2024, the Ladder Truck is expected in mid-2025. Three much needed staff vehicles were ordered in 2023 and to be delivered in 2024.

The following fire equipment items were purchased:

- Some outdated rope rescue equipment replaced
- 8 new sets of turnout gear purchased
- 28 new SCBA purchased with FEMA Grant

Fire Hydrants

Firefighters conducted testing on a total of 350+ hydrants throughout the City to guarantee they are in working condition.

Fire Marshal

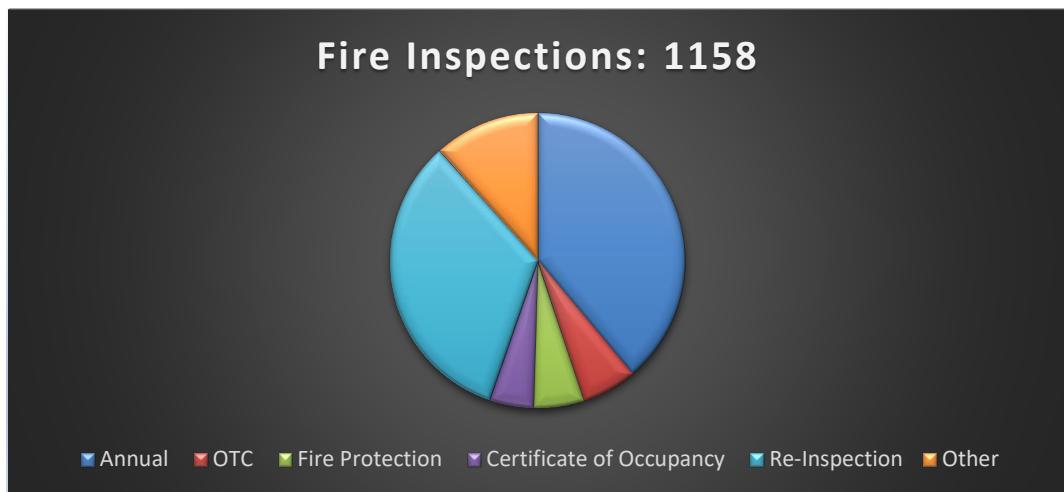
In December, the Fire Marshal's Office focused on end-of-the-year duties and planning for 2024. The goal for 2024 is to perform annual fire inspections for every commercial building within the city and offer fire safety tips to buildings within our fire response area. We plan to continue enforce a strict compliance program to ensure all life and fire safety is a top priority for Garden City. We will continue to develop the fire cause and origin program to investigate every fire within the city of Garden City to report accurate data to the State Officials and the Office of the Commissioner of Insurance and Safety Fire.

In 2023, our office along with operational staff focused on the Fire Prevention and Life Safety education program to complete the final part of the Fire Marshal's Five Es of Prevention Program (Education, Engineering, Enforcement, Emergency Response, and Economic Incentives) to benefit our community. We set and hosted multiple educational events such as Smoke Alarm Community Blitz throughout the city and have successfully installed more than 200 smoke alarms in the city. Our plan is to continue this program for our citizens, and we will host more community blitzes this year. We also spoke to multiple churches throughout the city provided individual training to their staff on fire and life safety and the importance of fire inspections. Lastly, we enhanced our first aid training to the general public and commercial properties, GCFR has successfully taught more than 250 CPR Certifications for the year 2023.

Our office has also been helping surrounding jurisdictions in fire prevention programs and offered hands on training and assistance to their staff to included but limited to inspections, investigations, educational events, and plan review. This only shows that our office is leading the program to a great direction.

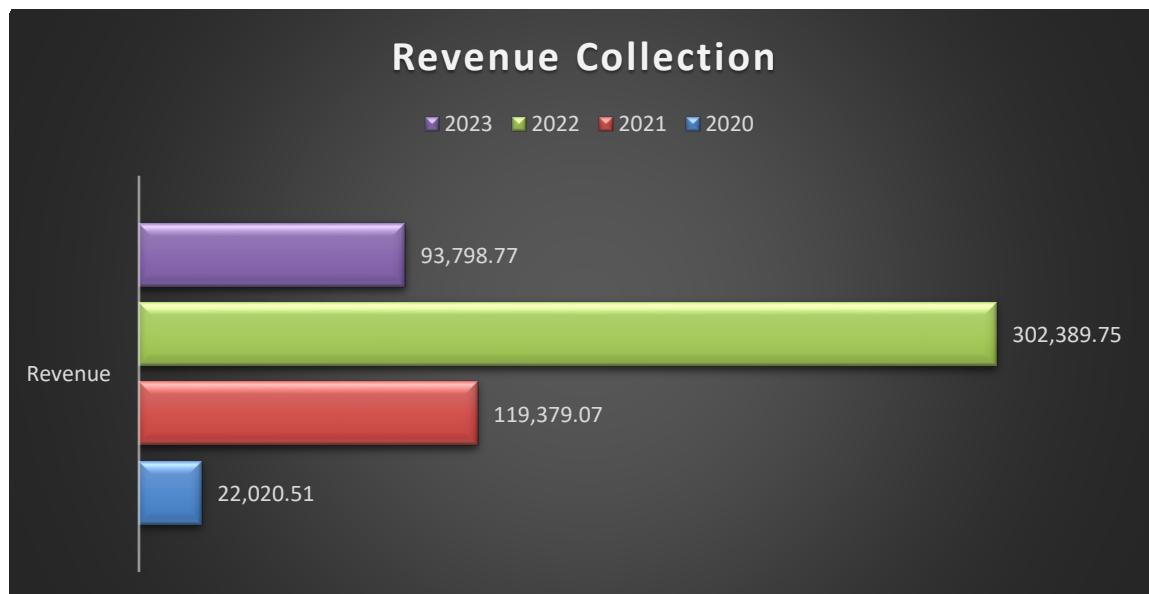
To end our summary, the charts (below) are the total number of inspections, plan review hours, and revenue collected through our office. The total funds collected depend on commercial developments, inspections, and citations. Here's the breakdown by Inspection Type and the Plan Reviews for the year 2023

Total number of Inspections: 1158



Total number of Plan Review Hours: <300

Total number to Regulatory Fees collected: \$93,798.77 (\$192,256.40 waived)



Community Relations Activities/Events

Department Instructed CPR Class

In 2023, the department instructed the American Heart Association's Basic Lifesaver Classes certifying over 250 people

Fire Prevention Visits

Firefighters visited with numerous daycare facilities and schools to discuss fire prevention. Fire Prevention Week was October 9 - 15, 2023. The Garden City Fire Department conducted several smoke alarm blitzes' and installed 163 smoke alarms throughout the city.

Community Relations Events

The Fire Department participated in the City's Christmas Tree Lighting Festival. A-shift escorted Santa to City Hall on Engine 22. Truck 22 also attended.

Looking Ahead

- Exploring options for annexation and expansion to meet the needs of the community
- Bringing more state certified training to the City of Garden City which will be made available to surrounding municipalities and the Georgia Port Authority
- Assisting and attending state certified classes that are offered in surrounding municipalities
- Broadening the community outreach with continued programs such as community CPR classes, the smoke detector program, and Close Before you Doze
- Pursuing various grants for department equipment
- Continue to maintain the health and safety of the employees of Garden City Fire and Rescue by maintaining our physical fitness program

REPORT TO MAYOR AND CITY COUNCIL**AGENDA ITEM**

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: January 8, 2024

CT: Human Resources Department Report for Year End 2023

Report in Brief

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

Prepared by: Yolanda Irizarry

Title: Human Resources Director

Reviewed by: _____

Title _____

City Manager

Garden City
Human Resources Department
Year End Report 2023

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, Meter Reader, Director of Public Works, and Code Enforcement, Non-Certified.

New Hires

The City hired a total of 24 new employees for full-time positions in 2023.

Employment Terminations

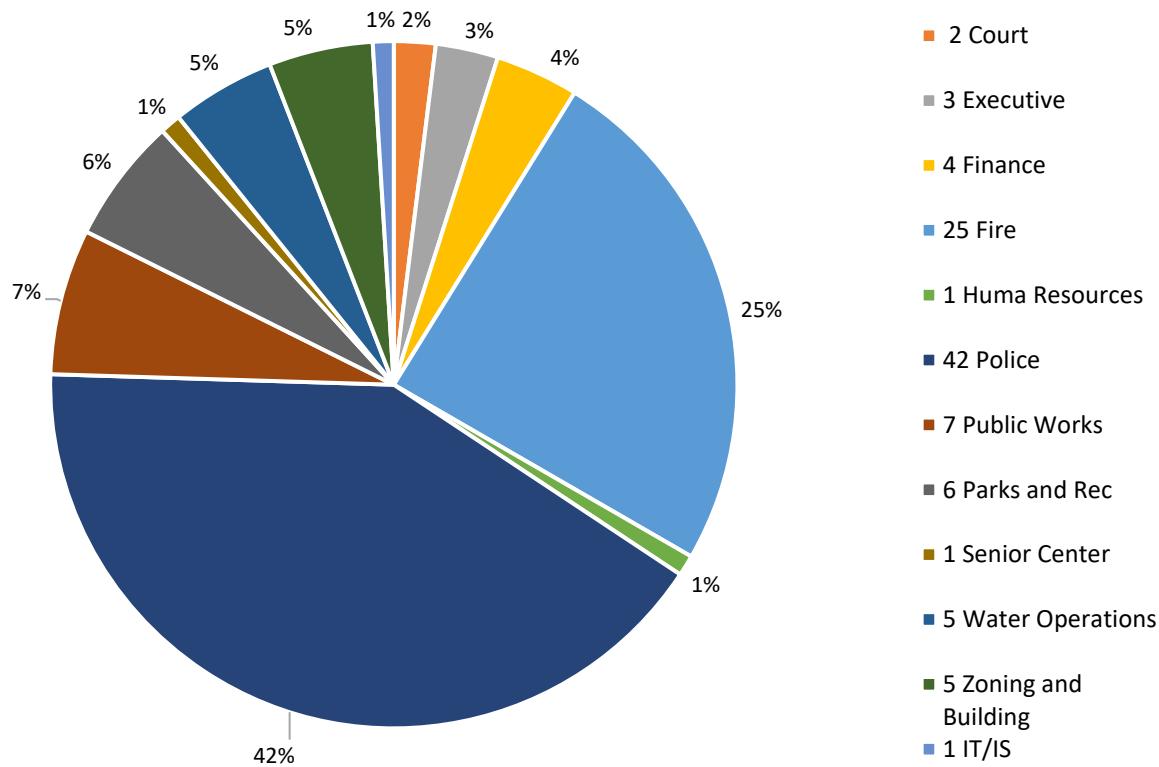
During 2023, 26 employees were separated from employment and one employee retired.

City Employment

The City ended the year with a total of 102 full-time employees.

The chart below illustrates the percentage distribution by department of full-time employees with actual employee count by department to the right of each department.

Active Full-Time City Employees by Department



Additional Personnel Information Including Part-Time Employees

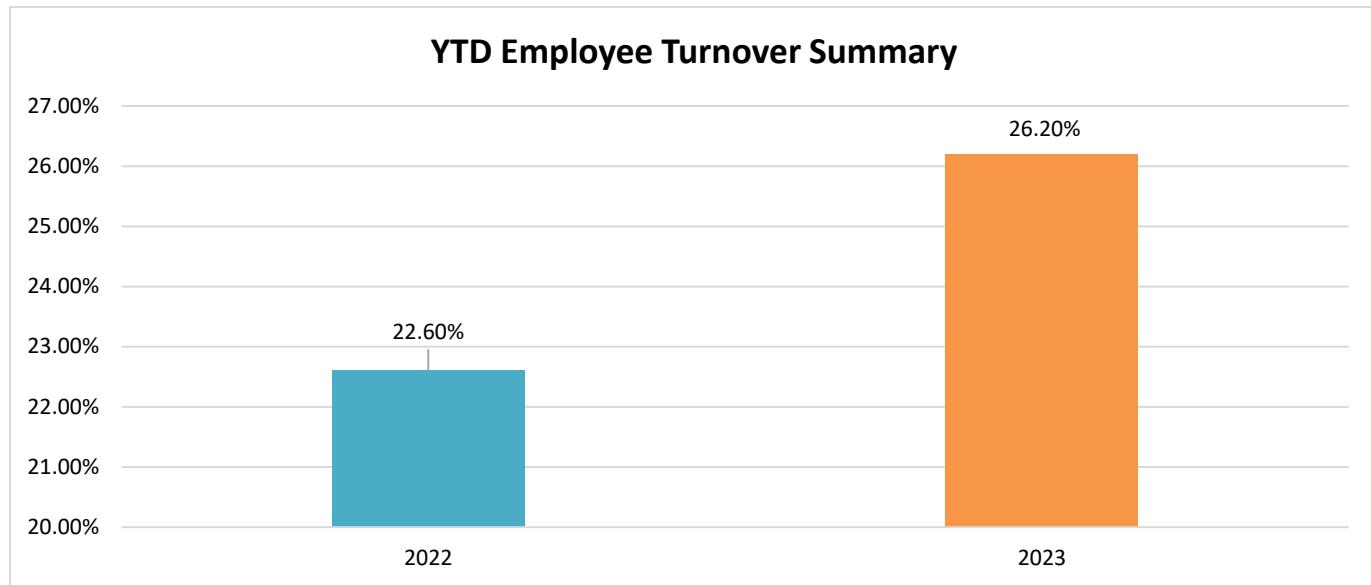
This report normally covers the count for full- and part-time employees. Included in the count below for City employees is part-time regularly scheduled, temporary, part-time, casual/summer help (persons that have other employment and work as needed), along with full-time employees.

Year End 2023	
TOTAL EMPLOYEES:	114
FULL-TIME ONLY:	102
CONTRACTOR/TEMP:	0
PART-TIME:	8
PART-TIME/CASUAL -SEASONAL	4

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	2%
November	3.9%
December	2%

The graph below illustrates turnover in full-time positions for 2023 compared to turnover occurring in the previous year. Annual turnover for 2023 is 26.2%.



Garden City Personnel Data
New Hires – 2023

Job Title	Hire Date
Business License Specialist	2/13/2023
Clerk of Court	3/9/2023
Deputy Clerk of Court	3/14/2023
Police Officer Recruit	3/21/2023
Court Administrator	3/27/2023
Firefighter	4/19/2023
Firefighter	4/26/2023
Firefighter	5/4/2023
Police Officer	5/10/2023
Clerk of Court	5/15/2023
Police Officer	6/1/2023
Police Officer Recruit (2)	6/5/2023
Firefighter	7/5/2023
Police Officer	9/5/2023
Police Officer Recruit	9/5/2023
Police Officer Recruit	9/11/2023
Police Records Clerk	10/9/2023
Code Enforcement Officer – Non-Certified	10/9/2023
Code Enforcement Officer – Non-Certified	11/20/2023
Police Officer Recruit	11/27/2023
Police Officer	11/27/2023
Records Clerk	11/29/2023
Water Operator Class III	12/18/2023

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: January 5, 2024

SUBJECT: *Planning and Economic Development Permitting and Inspections Year-End Status Report*

Report in Brief

The Department of Planning and Economic Development Year-End 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 year.

The operations detail contained in this report is for 2023 and all related information is current as of January 1, 2024.

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 – Year End 2023

Permits

There were 531 permits issued during FY2023. ***They included:***

New Construction Building Permits

- Please see attached sheet for listing of permits

Renovation/Expansion Building Permits

- Please see attached sheet for listing of permits

Miscellaneous Permits

- Please see attached sheet for listing of permits

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



	<u>Number of Permits</u>
2022 Year End	476
Jan-22	31
Feb-22	37
Mar-22	43
Apr-22	46
May-22	57
Jun-22	41
Jul-22	79
Aug-22	42
Sep-22	51
Oct-22	39
Nov-22	26
Dec-22	39
2023 YTD	531

Inspections

Inspections scheduled included:

- 142 Business License
- 406 Mechanical/Electrical/Plumbing
- 480 Building
- 113 Site (Property/Development/Preliminary/Demolition)

Code Enforcement Activity

- 565 Courtesy Notice of Violations Issued
- 02 Signs
- 00 Sanitation Citations (Enforcement Ceased per CM)
- 835 Re-Inspections
- 678 Cases Closed (Compliance or Dismissed)
- 530 Vehicles Tagged Derelict or tagged for tow
- 83 Vehicles Towed
- 286 Vehicles Move by Owner or brought into compliance
- 47 Court Citations
- 183 Miscellaneous Inspections (Checking zoning, business license, permits)
- 34 Housing codes
- 03 Cease and Desist orders obtained
- 02 Warrants and Court Orders obtained
- 81 Properties that the City worked on (including cutting, cleaning, securing) and billed
- 12 Code Enforcement condemnations (placards posted – including unfit, unsecure, unsafe)
- 27 Stormwater Inspections
- 30 Stop Work Order Issues

New Business Licenses Issued

December 2023

Name	Address	Business Type
La Favorita Latin Grocery, Inc	1550 Dean Forest Road Ste. H	Supermarkets and other Grocery (except conv.)
BFS Operations, LLC	127 Prosperity Drive	Other Building Material Dealer
Chalex Properties, LLC	33/35 Main Street	RV

New Business Licenses Issued

November 2023

Name	Address	Business Type
Acme Brick Company	506 Bourne Avenue	Concrete Block & Brick Manufacturing

	<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	4
Nov-23	1
Dec-23	3
2023 YTD	67

Memorandum

To: Scott Robider
From: Eric Griffin – Code Officer
Date: 1/05/2024
Re: Council Report

The Code Enforcement Unit activity report for FY2023 is as follows:

Signs- 02

Sanitation Citations-00

Courtesy Notices and Violation Notices- 565

Re-inspections- 835

Cases Closed (Compliance or dismissed)- 678

Vehicles Tagged Derelict or tagged for tow- 530

Vehicles Towed- 83

Vehicles MBO or brought into compliance- 286

Court Citations- 47

Misc. Inspections (including zoning checks, tax cert checks, permit checks, routine insps)- 183

Housing Codes- 34

Cease and Desist Orders obtained: 03

Warrants and Court Orders obtained: 02

Properties that the City worked on (including cutting, cleaning, securing) and billed- 81

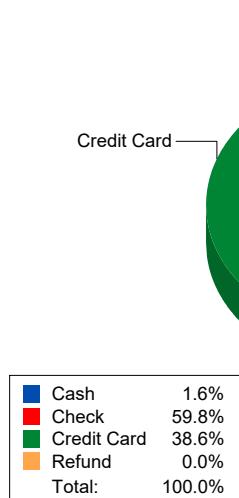
CE Condemnations (Placards posted- including for unfit, unsecure, unsafe): 12

Stormwater Inspections: 27

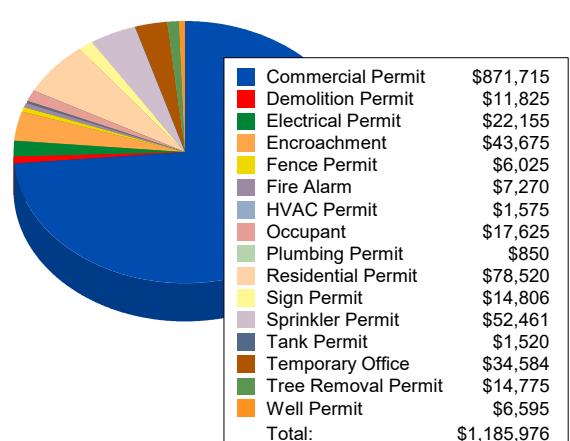
Stop Work Order Issues: 30

Detailed Revenue Report

Income Breakdown



Income by Permit Type



From 1/1/2023 To 12/31/2023

			Amt Paid	Change	Invoice Amt
Commercial Permit					
Check					
COM-9-23-7723	10/06/2023	Check #: 0094836581	\$875.00	\$0.00	\$875.00
COM-8-23-7676	09/11/2023	Check #: 1071	\$122,836.00	\$0.00	\$122,836.00
COM-9-23-7725	10/11/2023	Check #: 0096259885	\$9,306.85	\$0.00	\$9,306.85
COM-7-23-7616	09/29/2023	Check #: 1052	\$3,740.00	\$0.00	\$3,740.00
COM-2-23-7350	05/23/2023	Check #: 1064/1418	\$3,225.00	\$0.00	\$3,225.00
COM-8-23-7684	09/25/2023	Check #: 4289	\$7,306.80	\$0.00	\$7,306.80
COM-7-23-7614	07/24/2023	Check #: 23334	\$3,374.40	\$0.00	\$3,374.40
COM-7-23-7617	09/29/2023	Check #: 1052	\$3,740.00	\$0.00	\$3,740.00
COM-12-22-7228	01/10/2023	Check #: 315782	\$1,882.00	\$0.00	\$1,882.00
COM-3-23-7403	05/18/2023	Check #: 10437	\$4,475.00	\$0.00	\$4,475.00
COM-3-23-7380	03/03/2023	Check #: 1047	\$363,392.60	\$0.00	\$363,392.60
COM-9-23-7724	10/11/2023	Check #: 0095587888	\$3,162.80	\$0.00	\$3,162.80
COM-3-23-7392	03/23/2023	Check #: 318145	\$1,518.00	\$0.00	\$1,518.00
COM-9-23-7693	09/28/2023	Check #: 4134	\$1,925.00	\$0.00	\$1,925.00
COM-9-23-7722	09/27/2023	Check #: 20435	\$14,835.50	\$0.00	\$14,835.50
COM-8-23-7666	09/11/2023	Check #: 00535670	\$7,628.95	\$0.00	\$7,628.95
COM-7-23-7620	09/29/2023	Check #: 1052	\$3,740.00	\$0.00	\$3,740.00
COM-12-23-7823	12/15/2023	Check #: 33479	\$27,083.00	\$0.00	\$27,083.00
COM-8-23-7674	09/29/2023	Check #: 1052	\$3,740.00	\$0.00	\$3,740.00
COM-5-23-7485	05/02/2023	Check #: 1055	\$4,162.00	\$0.00	\$4,162.00
COM-12-22-7227	01/10/2023	Check #: 315781	\$3,997.50	\$0.00	\$3,997.50
COM-3-23-7391	03/23/2023	Check #: 318144	\$4,405.00	\$0.00	\$4,405.00
COM-5-23-7484	05/02/2023	Check #: 1055	\$4,570.00	\$0.00	\$4,570.00

Amt Paid	Change	Invoice Amt
		Total Check Received: \$604,921.40
		Change Given: \$0.00
		Total Check Collected: \$604,921.40

Credit Card

COM-10-23-7771	11/01/2023	\$875.00	\$0.00	\$875.00
COM-12-23-7850	12/28/2023	\$1,483.00	\$0.00	\$1,483.00
COM-1-23-7297	02/17/2023	\$4,052.60	\$0.00	\$4,052.60
COM-12-23-7828	12/13/2023	\$1,725.00	\$0.00	\$1,725.00
COM-9-23-7688	09/12/2023	\$8,845.00	\$0.00	\$8,845.00
COM-6-23-7554	06/07/2023	\$720.00	\$0.00	\$720.00
COM-1-23-7296	02/17/2023	\$1,674.00	\$0.00	\$1,674.00
COM-8-23-7641	08/03/2023	\$50.00	\$0.00	\$50.00
COM-7-23-7634	10/05/2023	\$675.00	\$0.00	\$675.00
COM-11-23-7786	11/15/2023	\$425.00	\$0.00	\$425.00
COM-5-23-7532	05/19/2023	\$3,925.00	\$0.00	\$3,925.00
COM-1-23-7309	01/30/2023	\$7,376.00	\$0.00	\$7,376.00
COM-4-23-7463	04/21/2023	\$2,070.00	\$0.00	\$2,070.00
COM-11-23-7798	11/22/2023	\$3,740.00	\$0.00	\$3,740.00
COM-2-23-7358	02/28/2023	\$9,525.00	\$0.00	\$9,525.00
COM-2-23-7364	04/03/2023	\$6,134.50	\$0.00	\$6,134.50
COM-1-23-7292	01/26/2023	\$9,925.00	\$0.00	\$9,925.00
COM-8-23-7670	08/17/2023	\$875.00	\$0.00	\$875.00
COM-8-23-7671	08/18/2023	\$2,500.00	\$0.00	\$2,500.00
COM-10-23-7768	10/20/2023	\$9,497.25	\$0.00	\$9,497.25
COM-5-23-7495	05/18/2023	\$2,125.00	\$0.00	\$2,125.00
COM-2-23-7361	02/24/2023	\$250.00	\$0.00	\$250.00
COM-5-23-7546	06/07/2023	\$2,782.50	\$0.00	\$2,782.50
COM-3-23-7372	03/01/2023	\$9,525.00	\$0.00	\$9,525.00
COM-10-22-7177	01/13/2023	\$8,689.90	\$0.00	\$8,689.90
COM-7-23-7635	08/07/2023	\$5,488.00	\$0.00	\$5,488.00
COM-3-23-7398	03/27/2023	\$9,525.00	\$0.00	\$9,525.00
COM-9-23-7691	09/06/2023	\$4,895.00	\$0.00	\$4,895.00
COM-4-23-7431	04/06/2023	\$2,183.80	\$0.00	\$2,183.80
COM-2-23-7357	02/24/2023	\$9,525.00	\$0.00	\$9,525.00
SIGN-5-23-7515	05/11/2023	\$15,145.00	\$0.00	\$15,145.00
COM-8-23-7657	08/15/2023	\$3,125.00	\$0.00	\$3,125.00
COM-1-23-7299	01/23/2023	\$2,289.00	\$0.00	\$2,289.00
COM-3-23-7407	04/13/2023	\$2,155.20	\$0.00	\$2,155.20
COM-10-23-7752	10/10/2023	\$6,970.60	\$0.00	\$6,970.60
COM-4-23-7465	04/19/2023	\$7,935.50	\$0.00	\$7,935.50
COM-12-23-7819	12/28/2023	\$3,995.00	\$0.00	\$3,995.00
COM-11-23-7796	12/22/2023	\$9,593.15	\$0.00	\$9,593.15
COM-4-23-7464	04/19/2023	\$7,935.50	\$0.00	\$7,935.50
COM-7-23-7623	07/26/2023	\$220.00	\$0.00	\$220.00
COM-10-22-7179	01/13/2023	\$8,485.00	\$0.00	\$8,485.00
COM-1-23-7321	02/09/2023	\$500.00	\$0.00	\$500.00
COM-4-23-7432	04/12/2023	\$7,715.00	\$0.00	\$7,715.00
COM-8-23-7658	08/15/2023	\$3,732.50	\$0.00	\$3,732.50
COM-6-23-7571	06/20/2023	\$1,930.00	\$0.00	\$1,930.00
COM-7-23-7633	10/05/2023	\$7,409.00	\$0.00	\$7,409.00

			Amt Paid	Change	Invoice Amt
COM-7-23-7596	07/25/2023		\$6,427.25	\$0.00	\$6,427.25
COM-9-23-7727	09/25/2023		\$3,125.00	\$0.00	\$3,125.00
COM-11-23-7791	11/20/2023		\$21,682.00	\$0.00	\$21,682.00
COM-6-23-7583	06/27/2023		\$650.00	\$0.00	\$650.00
COM-6-23-7555	06/07/2023		\$720.00	\$0.00	\$720.00
COM-6-23-7570	06/20/2023		\$3,900.00	\$0.00	\$3,900.00
COM-2-23-7359	02/27/2023		\$4,579.00	\$0.00	\$4,579.00
COM-11-23-7776	11/09/2023		\$5,493.00	\$0.00	\$5,493.00

Total Credit Card Received: **\$266,793.25**
Change Given: **\$0.00**
Total Credit Card Collected: **\$266,793.25**

Demolition Permit

Cash

DEMO-11-23-7801	11/30/2023	Check #: 2807	\$675.00	\$0.00	\$675.00
DEMO-2-23-7326	02/06/2023	Check #: 8000	\$675.00	\$0.00	\$675.00
DEMO-3-23-7404	03/30/2023	Check #: 1592	\$675.00	\$0.00	\$675.00
DEMO-5-23-7539	05/24/2023	Check #: 2749	\$675.00	\$0.00	\$675.00

Total Check Received: **\$2,700.00**
Change Given: **\$0.00**
Total Check Collected: **\$2,700.00**

Credit Card

DEMO-4-23-7481	04/25/2023		\$675.00	\$0.00	\$675.00
DEMO-4-23-7466	04/21/2023		\$675.00	\$0.00	\$675.00
DEMO-8-23-7650	08/15/2023		\$675.00	\$0.00	\$675.00
DEMO-7-23-7637	08/02/2023		\$350.00	\$0.00	\$350.00
DEMO-6-23-7560	06/09/2023		\$675.00	\$0.00	\$675.00
DEMO-3-23-7381	03/02/2023		\$675.00	\$0.00	\$675.00
DEMO-1-23-7320	02/01/2023		\$675.00	\$0.00	\$675.00
DEMO-8-23-7661	08/15/2023		\$675.00	\$0.00	\$675.00
DEMO-8-23-7656	08/11/2023		\$675.00	\$0.00	\$675.00
DEMO-8-23-7680	08/24/2023		\$675.00	\$0.00	\$675.00
DEMO-2-23-7334	02/07/2023		\$675.00	\$0.00	\$675.00
DEMO-4-23-7434	04/07/2023		\$675.00	\$0.00	\$675.00
DEMO-2-23-7323	02/01/2023		\$675.00	\$0.00	\$675.00
DEMO-2-23-7335	02/07/2023		\$675.00	\$0.00	\$675.00

Total Credit Card Received: **\$9,125.00**
Change Given: **\$0.00**
Total Credit Card Collected: **\$9,125.00**

Electrical Permit

Cash

ELEC-8-23-7675	10/03/2023		\$730.00	\$0.00	\$730.00
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Amt Paid	Change	Invoice Amt
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Total Cash Received:	\$730.00
Change Given:	\$0.00
Total Cash Collected:	\$730.00

Check

ELEC-2-23-7325	02/03/2023	Check #: 2042	\$675.00	\$0.00	\$675.00
ELEC-10-23-7758	10/13/2023	Check #: 1678	\$175.00	\$0.00	\$175.00
ELEC-4-23-7440	04/11/2023	Check #: 6997	\$175.00	\$0.00	\$175.00
ELEC-6-23-7553	06/05/2023	Check #: 6335	\$175.00	\$0.00	\$175.00
ELEC-10-23-7745	10/06/2023	Check #: 5575	\$175.00	\$0.00	\$175.00
ELEC-5-23-7497	05/05/2023	Check #: 7008	\$175.00	\$0.00	\$175.00
ELEC-1-23-7295	01/17/2023	Check #: 197	\$175.00	\$0.00	\$175.00
ELEC-9-23-7698	09/08/2023	Check #: 2142	\$175.00	\$0.00	\$175.00
ELEC-5-23-7535	05/23/2023	Check #: 2748	\$175.00	\$0.00	\$175.00
ELEC-4-23-7475	04/27/2023	Check #: 5449	\$675.00	\$0.00	\$675.00
ELEC-1-23-7270	01/17/2023	Check #: 1322	\$675.00	\$0.00	\$675.00

Total Check Received:	\$3,425.00
Change Given:	\$0.00
Total Check Collected:	\$3,425.00

Credit Card

ELEC-3-23-7412	03/27/2023		\$175.00	\$0.00	\$175.00
ELEC-1-23-7293	01/20/2023		\$175.00	\$0.00	\$175.00
ELEC-9-23-7716	09/20/2023		\$675.00	\$0.00	\$675.00
ELEC-10-23-7773	10/30/2023		\$175.00	\$0.00	\$175.00
ELEC-10-22-7175	01/05/2023		\$675.00	\$0.00	\$675.00
ELEC-7-23-7604	07/11/2023		\$1,325.00	\$0.00	\$1,325.00
ELEC-4-23-7450	04/12/2023		\$175.00	\$0.00	\$175.00
ELEC-1-23-7265	01/04/2023		\$175.00	\$0.00	\$175.00
ELEC-4-23-7477	06/05/2023		\$675.00	\$0.00	\$675.00
ELEC-4-23-7478	06/05/2023		\$675.00	\$0.00	\$675.00
ELEC-2-23-7338	02/13/2023		\$175.00	\$0.00	\$175.00
ELEC-11-23-7783	11/09/2023		\$175.00	\$0.00	\$175.00
ELEC-3-23-7415	03/31/2023		\$675.00	\$0.00	\$675.00
ELEC-7-23-7605	07/12/2023		\$175.00	\$0.00	\$175.00
ELEC-10-23-7737	10/02/2023		\$175.00	\$0.00	\$175.00
ELEC-6-23-7576	07/11/2023		\$175.00	\$0.00	\$175.00
ELEC-8-23-7647	08/04/2023		\$175.00	\$0.00	\$175.00
ELEC-10-22-7174	01/05/2023		\$675.00	\$0.00	\$675.00
ELEC-5-23-7502	05/09/2023		\$175.00	\$0.00	\$175.00
ELEC-10-22-7176	01/05/2023		\$675.00	\$0.00	\$675.00
ELEC-6-23-7559	06/12/2023		\$675.00	\$0.00	\$675.00
ELEC-3-23-7418	03/31/2023		\$675.00	\$0.00	\$675.00
ELEC-5-23-7490	05/12/2023		\$675.00	\$0.00	\$675.00
ELEC-10-23-7738	10/11/2023		\$175.00	\$0.00	\$175.00
ELEC-1-23-7304	01/24/2023		\$675.00	\$0.00	\$675.00
ELEC-7-23-7612	07/18/2023		\$175.00	\$0.00	\$175.00
ELEC-4-23-7446	04/12/2023		\$175.00	\$0.00	\$175.00
ELEC-8-23-7638	08/04/2023		\$175.00	\$0.00	\$175.00

			Amt Paid	Change	Invoice Amt
ELEC-5-23-7538	05/23/2023		\$675.00	\$0.00	\$675.00
ELEC-6-23-7556	06/05/2023		\$175.00	\$0.00	\$175.00
ELEC-2-23-7362	02/24/2023		\$175.00	\$0.00	\$175.00
ELEC-12-23-7821	12/11/2023		\$175.00	\$0.00	\$175.00
ELEC-4-23-7449	04/12/2023		\$175.00	\$0.00	\$175.00
ELEC-4-23-7451	04/12/2023		\$175.00	\$0.00	\$175.00
ELEC-6-23-7594	07/07/2023		\$175.00	\$0.00	\$175.00
ELEC-5-23-7503	05/09/2023		\$175.00	\$0.00	\$175.00
ELEC-5-23-7523	05/22/2023		\$175.00	\$0.00	\$175.00
ELEC-4-23-7437	04/10/2023		\$1,325.00	\$0.00	\$1,325.00
ELEC-10-23-7767	11/08/2023		\$175.00	\$0.00	\$175.00
ELEC-3-23-7393	03/10/2023		\$675.00	\$0.00	\$675.00
ELEC-5-23-7537	05/22/2023		\$175.00	\$0.00	\$175.00
ELEC-6-23-7588	06/29/2023		\$675.00	\$0.00	\$675.00
ELEC-12-23-7830	12/14/2023		\$675.00	\$0.00	\$675.00
ELEC-5-23-7514	05/12/2023		\$175.00	\$0.00	\$175.00
ELEC-3-23-7385	10/23/2023		\$325.00	\$0.00	\$325.00
ELEC-4-23-7438	04/11/2023		\$175.00	\$0.00	\$175.00
			Total Credit Card Received:	\$18,000.00	
			Change Given:	\$0.00	
			Total Credit Card Collected:	\$18,000.00	

Encroachment

Cash

ENC-7-23-7631	07/31/2023		\$825.00	\$0.00	\$825.00
			Total Cash Received:	\$825.00	
			Change Given:	\$0.00	
			Total Cash Collected:	\$825.00	

Check

ENC-3-23-7387	03/30/2023	Check #: 1592	\$825.00	\$0.00	\$825.00
ENC-7-23-7600	07/14/2023	Check #: 2158599	\$18,525.00	\$0.00	\$18,525.00
			Total Check Received:	\$19,350.00	
			Change Given:	\$0.00	
			Total Check Collected:	\$19,350.00	

Credit Card

ENC-8-23-7652	08/08/2023		\$825.00	\$0.00	\$825.00
ENC-5-23-7496	05/04/2023		\$18,525.00	\$0.00	\$18,525.00
ENC-10-23-7743	10/06/2023		\$825.00	\$0.00	\$825.00
ENC-5-23-7541	05/30/2023		\$825.00	\$0.00	\$825.00
ENC-2-23-7341	02/24/2023		\$1,675.00	\$0.00	\$1,675.00
ENC-12-22-7261	03/10/2023		\$825.00	\$0.00	\$825.00

Amt Paid	Change	Invoice Amt
Total Credit Card Received:		\$23,500.00
Change Given:		\$0.00
Total Credit Card Collected:		\$23,500.00

Fence Permit

Cash

FNCE-10-23-7772	10/26/2023		\$175.00	\$0.00	\$175.00
FNCE-8-23-7644	08/04/2023		\$175.00	\$0.00	\$175.00
FNCE-11-23-7788	11/22/2023		\$175.00	\$0.00	\$175.00
Total Cash Received:				\$525.00	
Change Given:				\$0.00	
Total Cash Collected:				\$525.00	

Check

FNCE-3-23-7379	03/06/2023	Check #: 011574	\$175.00	\$0.00	\$175.00
FNCE-8-23-7679	08/23/2023	Check #: 5517	\$175.00	\$0.00	\$175.00
FNCE-6-23-7575	06/30/2023	Check #: 5462	\$175.00	\$0.00	\$175.00
FNCE-5-23-7520	05/16/2023	Check #: 5422	\$325.00	\$0.00	\$325.00
FNCE-9-23-7701	09/13/2023	Check #: 1779	\$175.00	\$0.00	\$175.00
FNCE-8-23-7677	08/23/2023	Check #: 5517	\$175.00	\$0.00	\$175.00
FNCE-10-23-7749	10/10/2023	Check #: 5574	\$175.00	\$0.00	\$175.00
Total Check Received:				\$1,375.00	
Change Given:				\$0.00	
Total Check Collected:				\$1,375.00	

Credit Card

FNCE-7-23-7599	07/07/2023		\$175.00	\$0.00	\$175.00
FNCE-5-23-7545	05/30/2023		\$175.00	\$0.00	\$175.00
FNCE-4-23-7476	05/11/2023		\$175.00	\$0.00	\$175.00
FNCE-7-23-7598	07/12/2023		\$175.00	\$0.00	\$175.00
FNCE-4-23-7453	05/30/2023		\$175.00	\$0.00	\$175.00
FNCE-5-23-7499	05/17/2023		\$175.00	\$0.00	\$175.00
FNCE-9-23-7714	09/20/2023		\$175.00	\$0.00	\$175.00
FNCE-9-23-7690	09/11/2023		\$175.00	\$0.00	\$175.00
FNCE-7-23-7632	07/28/2023		\$175.00	\$0.00	\$175.00
FNCE-4-23-7447	04/11/2023		\$625.00	\$0.00	\$625.00
FNCE-5-23-7509	05/09/2023		\$175.00	\$0.00	\$175.00
FNCE-5-23-7528	05/30/2023		\$175.00	\$0.00	\$175.00
FNCE-5-23-7508	05/15/2023		\$175.00	\$0.00	\$175.00
FNCE-12-23-7851	12/22/2023		\$175.00	\$0.00	\$175.00
FNCE-2-23-7324	02/02/2023		\$175.00	\$0.00	\$175.00
FNCE-8-23-7655	08/09/2023		\$175.00	\$0.00	\$175.00
FNCE-5-23-7498	05/16/2023		\$175.00	\$0.00	\$175.00
FNCE-7-23-7611	07/13/2023		\$175.00	\$0.00	\$175.00
FNCE-11-23-7784	11/09/2023		\$175.00	\$0.00	\$175.00

			Amt Paid	Change	Invoice Amt
FNCE-12-23-7826	12/12/2023		\$175.00	\$0.00	\$175.00
FNCE-6-23-7568	07/05/2023		\$175.00	\$0.00	\$175.00
Total Credit Card Received:				\$4,125.00	
Change Given:				\$0.00	
Total Credit Card Collected:				\$4,125.00	

Fire Alarm

Credit Card

FIRE-10-23-7755	10/12/2023	\$860.00	\$0.00	\$860.00
FIRE-3-23-7401	03/20/2023	\$615.00	\$0.00	\$615.00
FIRE-2-23-7343	02/23/2023	\$1,010.00	\$0.00	\$1,010.00
FIRE-7-23-7607	07/11/2023	\$640.00	\$0.00	\$640.00
FIRE-5-23-7510	05/19/2023	\$1,010.00	\$0.00	\$1,010.00
FIRE-10-23-7766	10/20/2023	\$545.00	\$0.00	\$545.00
FIRE-7-23-7606	07/11/2023	\$640.00	\$0.00	\$640.00
FIRE-4-23-7436	04/11/2023	\$370.00	\$0.00	\$370.00
FIRE-12-23-7822	12/11/2023	\$965.00	\$0.00	\$965.00
FIRE-3-23-7402	03/20/2023	\$615.00	\$0.00	\$615.00
Total Credit Card Received:				\$7,270.00
Change Given:				\$0.00
Total Credit Card Collected:				\$7,270.00

HVAC Permit

Credit Card

HVAC-3-23-7394	03/14/2023	\$175.00	\$0.00	\$175.00
RES-6-23-7565	06/20/2023	\$175.00	\$0.00	\$175.00
HVAC-8-23-7682	08/25/2023	\$175.00	\$0.00	\$175.00
HVAC-7-23-7613	07/14/2023	\$175.00	\$0.00	\$175.00
HVAC-6-23-7584	06/30/2023	\$175.00	\$0.00	\$175.00
HVAC-10-23-7739	10/10/2023	\$175.00	\$0.00	\$175.00
HVAC-12-23-7852	12/28/2023	\$175.00	\$0.00	\$175.00
HVAC-1-23-7306	02/10/2023	\$175.00	\$0.00	\$175.00
HVAC-7-23-7608	07/12/2023	\$175.00	\$0.00	\$175.00
Total Credit Card Received:				\$1,575.00
Change Given:				\$0.00
Total Credit Card Collected:				\$1,575.00

Occupant

Cash

OL-4-23-7454	04/13/2023	\$250.00	\$0.00	\$250.00
OL-2-23-7366	02/06/2023	\$75.00	\$0.00	\$75.00
OL-11-23-7793	12/05/2023	\$250.00	\$0.00	\$250.00

Amt Paid	Change	Invoice Amt
		Total Cash Received: \$575.00
		Change Given: \$0.00
		Total Cash Collected: \$575.00
		Total Check Received: \$725.00
		Change Given: \$0.00
		Total Check Collected: \$725.00

Check

OL-12-23-7825	12/11/2023	Check #: 3427	\$250.00	\$0.00	\$250.00
OL-4-23-7457	05/09/2023	Check #: 54353	\$475.00	\$0.00	\$475.00

Credit Card

OL-12-23-7836	12/19/2023	\$250.00	\$0.00	\$250.00
OL-11-23-7797	11/21/2023	\$250.00	\$0.00	\$250.00
OL-1-23-7282	01/09/2023	\$50.00	\$0.00	\$50.00
OL-12-23-7836	12/18/2023	\$75.00	\$0.00	\$75.00
OL-2-23-7329	02/03/2023	\$250.00	\$0.00	\$250.00
OL-1-23-7308	01/27/2023	\$250.00	\$0.00	\$250.00
OL-4-23-7469	04/24/2023	\$250.00	\$0.00	\$250.00
OL-11-23-7778	11/06/2023	\$475.00	\$0.00	\$475.00
OL-6-23-7550	07/20/2023	\$250.00	\$0.00	\$250.00
OL-2-23-7333	02/07/2023	\$250.00	\$0.00	\$250.00
OL-6-23-7591	07/06/2023	\$475.00	\$0.00	\$475.00
OL-1-23-7294	01/13/2023	\$250.00	\$0.00	\$250.00
OL-11-23-7790	11/21/2023	\$475.00	\$0.00	\$475.00
OL-5-23-7519	05/15/2023	\$250.00	\$0.00	\$250.00
OL-1-23-7281	01/09/2023	\$50.00	\$0.00	\$50.00
OL-1-23-7266	02/27/2023	\$175.00	\$0.00	\$175.00
OL-4-23-7482	04/26/2023	\$250.00	\$0.00	\$250.00
OL-2-23-7366	07/18/2023	\$250.00	\$0.00	\$250.00
OL-9-23-7717	10/06/2023	\$250.00	\$0.00	\$250.00
OL-9-23-7699	09/11/2023	\$250.00	\$0.00	\$250.00
OL-3-23-7386	03/06/2023	\$250.00	\$0.00	\$250.00
OL-5-23-7493	05/03/2023	\$250.00	\$0.00	\$250.00
OL-3-23-7374	03/01/2023	\$250.00	\$0.00	\$250.00
OL-8-23-7672	08/18/2023	\$250.00	\$0.00	\$250.00
OL-4-23-7423	04/27/2023	\$250.00	\$0.00	\$250.00
OL-2-23-7336	03/07/2023	\$250.00	\$0.00	\$250.00
OL-8-23-7659	08/14/2023	\$250.00	\$0.00	\$250.00
OL-4-23-7443	04/11/2023	\$250.00	\$0.00	\$250.00
OL-8-23-7685	09/05/2023	\$475.00	\$0.00	\$475.00
OL-1-23-7302	01/24/2023	\$250.00	\$0.00	\$250.00
OL-9-23-7694	10/12/2023	\$775.00	\$0.00	\$775.00
OL-3-23-7378	03/02/2023	\$250.00	\$0.00	\$250.00
OL-1-23-7268	01/09/2023	\$250.00	\$0.00	\$250.00
OL-10-22-7160	02/17/2023	\$225.00	\$0.00	\$225.00
OL-4-23-7471	04/24/2023	\$250.00	\$0.00	\$250.00
OL-4-23-7458	04/14/2023	\$250.00	\$0.00	\$250.00
OL-7-23-7622	07/20/2023	\$250.00	\$0.00	\$250.00

			Amt Paid	Change	Invoice Amt
OL-8-23-7654	08/09/2023		\$250.00	\$0.00	\$250.00
OL-7-23-7601	09/01/2023		\$250.00	\$0.00	\$250.00
OL-1-23-7322	01/31/2023		\$250.00	\$0.00	\$250.00
OL-2-23-7340	02/20/2023		\$250.00	\$0.00	\$250.00
OL-8-23-7669	09/07/2023		\$250.00	\$0.00	\$250.00
OL-2-23-7340	01/17/2023		\$75.00	\$0.00	\$75.00
OL-12-23-7832	12/14/2023		\$250.00	\$0.00	\$250.00
OL-6-23-7563	06/13/2023		\$325.00	\$0.00	\$325.00
OL-11-23-7777	11/03/2023		\$250.00	\$0.00	\$250.00
OL-3-23-7416	04/25/2023		\$250.00	\$0.00	\$250.00
OL-1-23-7319	03/31/2023		\$250.00	\$0.00	\$250.00
OL-10-23-7748	10/09/2023		\$475.00	\$0.00	\$475.00
OL-9-23-7710	09/14/2023		\$250.00	\$0.00	\$250.00
OL-9-23-7718	10/11/2023		\$250.00	\$0.00	\$250.00
OL-8-23-7667	09/14/2023		\$775.00	\$0.00	\$775.00
OL-1-23-7264	01/06/2023		\$250.00	\$0.00	\$250.00
OL-10-23-7736	10/06/2023		\$250.00	\$0.00	\$250.00
OL-2-23-7337	02/09/2023		\$250.00	\$0.00	\$250.00
OL-5-23-7521	06/30/2023		\$150.00	\$0.00	\$150.00
OL-10-23-7747	10/10/2023		\$250.00	\$0.00	\$250.00
OL-2-23-7360	02/27/2023		\$525.00	\$0.00	\$525.00
OL-7-23-7610	08/16/2023		\$250.00	\$0.00	\$250.00

Total Credit Card Received: **\$16,325.00**

Change Given: **\$0.00**

Total Credit Card Collected: **\$16,325.00**

Plumbing Permit

Check

PLUM-7-23-7626	07/26/2023	Check #: 128955	\$675.00	\$0.00	\$675.00
Total Check Received:					\$675.00
Change Given:					\$0.00
Total Check Collected:					\$675.00

Credit Card

PLUM-8-23-7651	08/08/2023		\$175.00	\$0.00	\$175.00
Total Credit Card Received:					\$175.00
Change Given:					\$0.00
Total Credit Card Collected:					\$175.00

Residential Permit

Cash

RES-7-23-7602	07/26/2023		\$251.80	(\$48.20)	\$203.60
RES-3-23-7414	03/31/2023		\$424.60	(\$0.40)	\$424.20
RES-3-23-7382	03/03/2023		\$1,090.00	(\$10.00)	\$1,080.00

			Amt Paid	Change	Invoice Amt
RES-6-23-7586	06/29/2023		\$216.20	\$0.00	\$216.20
RES-2-23-7342	02/28/2023		\$1,860.00	\$0.00	\$1,860.00
RES-12-23-7824	12/11/2023		\$450.00	\$0.00	\$450.00
RES-9-23-7689	09/07/2023		\$4,525.00	\$0.00	\$4,525.00
RES-5-23-7547	06/05/2023		\$290.20	(\$9.80)	\$280.40

Total Cash Received: **\$9,107.80**

Change Given: **(\$68.40)**

Total Cash Collected: **\$9,039.40**

Check

RES-8-23-7681	09/01/2023	Check #: 5465	\$1,161.00	\$0.00	\$1,161.00
RES-12-23-7806	12/01/2023	Check #: 1223	\$4,525.00	\$0.00	\$4,525.00
RES-11-23-7803	11/30/2023	Check #: 3251	\$2,713.00	\$0.00	\$2,713.00
RES-12-23-7805	12/01/2023	Check #: 1223	\$4,525.00	\$0.00	\$4,525.00
RES-8-23-7646	08/07/2023	Check #: 1010	\$3,095.50	\$0.00	\$3,095.50
RES-7-23-7609	07/13/2023	Check #: 049543	\$3,683.25	\$0.00	\$3,683.25
RES-10-23-7760	10/17/2023	Check #: 3316	\$213.40	\$0.00	\$213.40
RES-5-23-7527	06/13/2023	Check #: 1283	\$367.00	\$0.00	\$367.00
RES-8-23-7645	08/07/2023	Check #: 1011	\$3,095.50	\$0.00	\$3,095.50
RES-1-23-7291	01/18/2023	Check #: 1025	\$2,500.00	\$0.00	\$2,500.00

Total Check Received: **\$25,878.65**

Change Given: **\$0.00**

Total Check Collected: **\$25,878.65**

Credit Card

RES-2-23-7327	02/01/2023		\$871.00	\$0.00	\$871.00
RES-11-23-7781	11/16/2023		\$175.00	\$0.00	\$175.00
RES-7-23-7630	10/02/2023		\$3,265.00	\$0.00	\$3,265.00
RES-11-23-7802	11/30/2023		\$625.00	\$0.00	\$625.00
RES-2-23-7344	02/21/2023		\$975.00	\$0.00	\$975.00
RES-3-23-7406	03/21/2023		\$615.00	\$0.00	\$615.00
RES-9-23-7728	09/26/2023		\$375.00	\$0.00	\$375.00
RES-4-23-7479	04/25/2023		\$445.40	\$0.00	\$445.40
RES-4-23-7427	04/03/2023		\$1,013.00	\$0.00	\$1,013.00
RES-5-23-7500	05/17/2023		\$1,048.60	\$0.00	\$1,048.60
RES-1-23-7311	01/27/2023		\$175.00	\$0.00	\$175.00
RES-3-23-7389	03/09/2023		\$175.00	\$0.00	\$175.00
RES-8-23-7660	08/17/2023		\$433.00	\$0.00	\$433.00
RES-12-23-7833	12/15/2023		\$1,153.70	\$0.00	\$1,153.70
RES-1-23-7301	01/23/2023		\$75.00	\$0.00	\$75.00
RES-10-23-7744	10/06/2023		\$50.00	\$0.00	\$50.00
RES-4-23-7452	04/13/2023		\$1,694.20	\$0.00	\$1,694.20
RES-4-23-7441	04/20/2023		\$375.00	\$0.00	\$375.00
RES-6-23-7585	06/29/2023		\$1,134.00	\$0.00	\$1,134.00
RES-10-23-7761	10/16/2023		\$50.00	\$0.00	\$50.00
RES-8-23-7648	08/07/2023		\$795.75	\$0.00	\$795.75
RES-3-23-7376	03/01/2023		\$812.50	\$0.00	\$812.50
RES-10-23-7762	10/19/2023		\$2,801.50	\$0.00	\$2,801.50
RES-12-23-7831	12/22/2023		\$1,094.20	\$0.00	\$1,094.20

			Amt Paid	Change	Invoice Amt
RES-3-23-7383	05/12/2023		\$4,525.00	\$0.00	\$4,525.00
RES-3-23-7397	05/12/2023		\$4,525.00	\$0.00	\$4,525.00
RES-5-23-7501	09/08/2023		\$271.00	\$0.00	\$271.00
RES-1-23-7312	01/26/2023		\$550.00	\$0.00	\$550.00
RES-4-23-7459	04/14/2023		\$1,020.38	\$0.00	\$1,020.38
RES-10-23-7756	10/12/2023		\$1,325.00	\$0.00	\$1,325.00
RES-12-22-7236	02/22/2023		\$3,850.00	(\$25.00)	\$3,825.00
RES-9-23-7715	09/20/2023		\$651.40	\$0.00	\$651.40
RES-4-23-7444	04/11/2023		\$645.00	\$0.00	\$645.00
RES-6-23-7589	06/29/2023		\$4,525.00	\$0.00	\$4,525.00
RES-12-23-7820	12/07/2023		\$25.00	\$0.00	\$25.00
RES-9-23-7729	10/27/2023		\$1,687.60	\$0.00	\$1,687.60
RES-12-22-7236	02/22/2023		\$25.00	\$0.00	\$25.00
RES-9-23-7730	09/26/2023		\$75.00	\$0.00	\$75.00

Total Credit Card Received: **\$43,927.23**
Change Given: **(\$25.00)**
Total Credit Card Collected: **\$43,902.23**

Refund

RES-8-23-7648	08/16/2023	(\$300.00)	\$0.00	(\$300.00)
			Total Refund Received:	(\$300.00)
			Change Given:	\$0.00
			Total Refund Collected:	(\$300.00)

Sign Permit

Credit Card

SIGN-3-23-7399	03/20/2023	\$717.33	\$0.00	\$717.33
SIGN-6-23-7562	06/20/2023	\$565.00	\$0.00	\$565.00
SIGN-3-23-7388	03/09/2023	\$145.00	\$0.00	\$145.00
SIGN-7-23-7636	07/28/2023	\$993.25	\$0.00	\$993.25
SIGN-3-23-7390	03/09/2023	\$171.25	\$0.00	\$171.25
SIGN-6-23-7548	07/18/2023	\$718.23	\$0.00	\$718.23
SIGN-6-23-7578	06/22/2023	\$265.00	\$0.00	\$265.00
SIGN-6-23-7573	06/23/2023	\$246.40	\$0.00	\$246.40
SIGN-6-23-7549	07/18/2023	\$2,281.75	\$0.00	\$2,281.75
SIGN-4-23-7425	04/10/2023	\$265.00	\$0.00	\$265.00
SIGN-3-23-7377	03/02/2023	\$345.63	\$0.00	\$345.63
SIGN-4-23-7439	04/18/2023	\$830.25	\$0.00	\$830.25
SIGN-7-23-7615	07/26/2023	\$741.78	\$0.00	\$741.78
SIGN-6-23-7580	06/26/2023	\$385.00	\$0.00	\$385.00
SIGN-4-23-7424	04/10/2023	\$634.38	\$0.00	\$634.38
SIGN-3-23-7405	03/21/2023	\$1,845.00	\$0.00	\$1,845.00
SIGN-8-23-7668	08/17/2023	\$1,022.50	\$0.00	\$1,022.50
SIGN-5-23-7512	05/11/2023	\$325.00	\$0.00	\$325.00
SIGN-7-23-7628	07/26/2023	\$640.75	\$0.00	\$640.75
SIGN-11-23-7782	12/29/2023	\$715.00	\$0.00	\$715.00
SIGN-8-23-7678	08/22/2023	\$400.00	\$0.00	\$400.00
SIGN-5-23-7526	05/23/2023	\$265.00	\$0.00	\$265.00

			Amt Paid	Change	Invoice Amt
SIGN-6-23-7579	06/26/2023		\$287.50	\$0.00	\$287.50
			Total Credit Card Received:	\$14,806.00	
			Change Given:	\$0.00	
			Total Credit Card Collected:	\$14,806.00	

Sprinkler Permit

Check

SPRK-11-23-7787	11/28/2023	Check #: 012904	\$12,906.27	\$0.00	\$12,906.27
			Total Check Received:	\$12,906.27	
			Change Given:	\$0.00	
			Total Check Collected:	\$12,906.27	

Credit Card

SPRK-10-23-7751	10/10/2023	\$1,545.00	\$0.00	\$1,545.00
SPRK-5-23-7518	05/11/2023	\$795.00	\$0.00	\$795.00
SPRK-4-23-7448	04/12/2023	\$10,370.00	\$0.00	\$10,370.00
SPRK-2-23-7347	02/23/2023	\$8,345.00	\$0.00	\$8,345.00
SPRK-2-23-7348	02/21/2023	\$4,670.00	\$0.00	\$4,670.00
SPRK-2-23-7349	02/23/2023	\$970.00	\$0.00	\$970.00
SPRK-2-23-7346	02/21/2023	\$6,445.00	\$0.00	\$6,445.00
SPRK-5-23-7517	05/11/2023	\$795.00	\$0.00	\$795.00
SPRK-1-23-7290	01/12/2023	\$5,620.00	\$0.00	\$5,620.00
		Total Credit Card Received:	\$39,555.00	
		Change Given:	\$0.00	
		Total Credit Card Collected:	\$39,555.00	

Tank Permit

Credit Card

TANK-10-23-7753	10/10/2023	\$1,520.00	\$0.00	\$1,520.00
		Total Credit Card Received:	\$1,520.00	
		Change Given:	\$0.00	
		Total Credit Card Collected:	\$1,520.00	

Temporary Office

Check

TMPO-1-23-7271	01/06/2023	Check #: 1204	\$11,835.00	\$0.00	\$11,835.00
TMPO-10-23-7757	10/13/2023	Check #: 007006	\$22,749.00	\$0.00	\$22,749.00

Amt Paid	Change	Invoice Amt
		\$34,584.00
	Change Given:	\$0.00
	Total Check Collected:	\$34,584.00

Tree Removal Permit

Cash

COM-10-23-7746	11/14/2023	\$5,800.00	\$0.00	\$5,800.00
COM-11-23-7799	12/18/2023	\$905.00	\$0.00	\$905.00
COM-5-23-7543	05/25/2023	\$25.00	\$0.00	\$25.00
			Total Cash Received:	\$6,730.00
			Change Given:	\$0.00
			Total Cash Collected:	\$6,730.00

Credit Card

COM-11-23-7779	11/06/2023	\$25.00	\$0.00	\$25.00
COM-9-23-7687	09/05/2023	\$25.00	\$0.00	\$25.00
COM-2-23-7339	02/16/2023	\$4,620.00	\$0.00	\$4,620.00
COM-7-23-7595	07/05/2023	\$25.00	\$0.00	\$25.00
COM-5-23-7506	05/16/2023	\$25.00	\$0.00	\$25.00
COM-5-23-7505	05/17/2023	\$575.00	\$0.00	\$575.00
COM-6-23-7582	06/27/2023	\$25.00	\$0.00	\$25.00
COM-2-23-7339	02/16/2023	\$2,225.00	\$0.00	\$2,225.00
COM-6-23-7590	06/30/2023	\$175.00	\$0.00	\$175.00
COM-5-23-7513	05/12/2023	\$25.00	\$0.00	\$25.00
COM-8-23-7649	08/09/2023	\$25.00	\$0.00	\$25.00
COM-5-23-7511	05/15/2023	\$25.00	\$0.00	\$25.00
COM-8-23-7653	08/08/2023	\$25.00	\$0.00	\$25.00
COM-7-23-7621	07/19/2023	\$25.00	\$0.00	\$25.00
COM-7-23-7627	07/26/2023	\$175.00	\$0.00	\$175.00
COM-5-23-7533	05/23/2023	\$25.00	\$0.00	\$25.00
			Total Credit Card Received:	\$8,045.00
			Change Given:	\$0.00
			Total Credit Card Collected:	\$8,045.00

Well Permit

Cash

WELL-10-23-7774	11/02/2023	\$675.00	\$0.00	\$675.00
			Total Cash Received:	\$675.00
			Change Given:	\$0.00
			Total Cash Collected:	\$675.00

Check

			Amt Paid	Change	Invoice Amt
WELL-1-23-7307	01/25/2023	Check #: 1004	\$675.00	\$0.00	\$675.00
WELL-4-23-7474	04/24/2023	Check #: 1214	\$675.00	\$0.00	\$675.00
WELL-9-23-7732	09/27/2023	Check #: 20436	\$545.00	\$0.00	\$545.00
WELL-6-23-7572	06/15/2023	Check #: 1350	\$675.00	\$0.00	\$675.00

Total Check Received: **\$2,570.00**

Change Given: **\$0.00**

Total Check Collected: **\$2,570.00**

Credit Card

WELL-10-23-7754	10/10/2023	\$675.00	\$0.00	\$675.00
WELL-11-23-7785	11/15/2023	\$675.00	\$0.00	\$675.00
WELL-6-23-7561	06/12/2023	\$675.00	\$0.00	\$675.00
WELL-4-23-7472	04/26/2023	\$1,325.00	\$0.00	\$1,325.00

Total Credit Card Received: **\$3,350.00**

Change Given: **\$0.00**

Total Credit Card Collected: **\$3,350.00**

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: 01-10-2024

SUBJECT: POLICE DEPARTMENT 2023 STATUS REPORT

Report in Brief

The Police Department 2023 Status Report includes an extensive summary of the yearly activities 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 year of 2023.

Prepared by: Jeri Varnum

Title: Executive Assistant/Accreditation Manager

Reviewed by: Gilbert C. Ballard

Title: Chief of Police

Scott Robider, City Manager

Attachment(s)



Police Department - 2023 Report

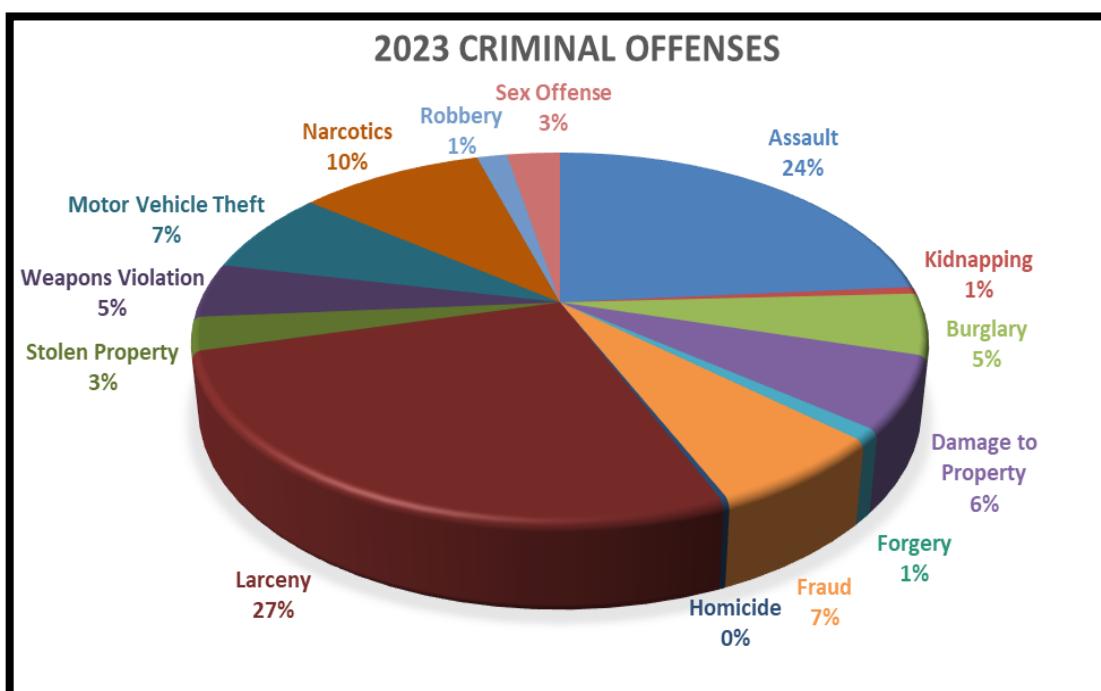
Calls for Service

There were a total of 20,053 calls for service in 2023.

Adult & Juvenile Arrest/Charge Summary

Adult Arrests - 1,340 Juvenile Arrests - 8

Offenses	Assault	193	Burglary	44
	Damage to Property	52	Forgery	8
	Fraud	55	Kidnapping	5
	Larceny	220	Motor Vehicle Theft	60
	Narcotics	80	Robbery	13
	Sex Offense	23	Stolen Property	24
	Weapons Violation	39	Homicide	2



2023 Violations by District

	Daniel District 1	Ruiz District 2	Morris District 3	Lassiter, Jr. District 4	Tice District 5
Assault	35	39	34	26	59
Burglary	16	2	11	7	8
Damage to Property	13	5	7	13	14
Forgery	5	1	0	1	1
Fraud	3	13	12	10	17
Kidnapping	0	1	1	0	3
Larceny	29	37	44	36	74
MV Theft	13	15	14	7	11
Narcotics	19	12	10	14	25
Robbery	4	1	3	3	2
Sex Offense	6	5	2	4	6
Stolen Property	8	4	6	2	4
Weapons Violation	9	6	10	8	6
Homicide	0	1	1	0	0

School Zone Violations There were a total of 1,011 citations issued for the school zone cameras on Kessler Avenue in 2023.

Traffic Violations There were a total of 15,055 traffic citations written for 2023.

Traffic Violations Issued	Speeding Violations	4,543	Seat Belt Violations	847
	DUI Citations	224	Miscellaneous Citations	7,553
	Written Warnings	1,888		
	Commercial Vehicle Citations	1,018	Fatalities	3



Accidents

Total Accident Reports 755
Public Roadway Accidents 570 Private Property Accidents 185

Open Records Requests The Garden City Records Department received and processed 3,242 requests for 2023.

Training During 2023, police personnel reported a total of 4,965 hours of training.

Items of Interest for 2023

- Garden City Police Department received its seventh reaccreditation from the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA).
- The Garden City Police Department was awarded \$1,006,814.00 to fund three police officer positions and \$157,080.00 to invest in gunshot detection and license plate reader technology through the Governor's Public Safety and Community Violence Reduction grant.
- The Garden City Police was presented with The Meritorious Gold Award by the Georgia Association of Chiefs of Police. The award is for continuous commitment to law enforcement excellence and best professional practices for 20 years as a State Certified Agency.
- Cpt. Myers was presented with the Outstanding Service in DUI Enforcement award and Lt. Glasco was presented with the Officer of the Year award. Officer Scott was presented the Outstanding Service in Occupant Protection and the Outstanding Service in Distracted Driving awards.
- The Department received the Partnership Award for 2023 on behalf of the Savannah Chatham County Public School System (SCCPSS), Superintendent, and the Board of Education Police Department. This award is to recognize the immeasurable, and continued support and collaboration our department has given the Savannah Chatham County Public School System, as well as the Board of Education Police Department.
- The Garden City Elementary School zone camera went live in 2023.
- Lt. Glasco was recognized for his DUI enforcement efforts at the 19th Annual Golden Shields Honors at the Mother's Against Drunk Driving (MADD) awards. Garden City PD also received an agency award.

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL **DATE:** 1/09/2024

SUBJECT: *Department of Public Works*

Report in Brief

The Public Works Department Annual 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 12 months.

The operations detail contained in this report is for the months of January - December and all projects related information are current as of 12/31/2023.

Prepared by: Lynnette S. Hymes
Title Executive Administrative Assistant

Reviewed by: Virgil Moore
Title Interim Public Works Director

C. Scott Robider, City Manager

Attachment(s)

Department of Public Works



Public Works Department
Monthly Status Report
Summary – January - December 2023

Operations & Maintenance:

Public Works personnel completed 179 **Resident Requests**, and 3543 **Work Orders** for the months of January - December.

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 – 22,933 ft., Cut – 65,522 ft.

Streets:

- Street Repairs – \$ 38,972.95 – Installed Speed Bumps – Nelson Ave., Hawkinsville Ave., Leone Ave., Delettre Ave., 5th St., Griffin St., Water Oak Way, Crager, City Hall, Davis, Leon Village, Oak St., Chatham Villa and Talmadge Ave., Varnedoe Ave., 304 & 616 Griffin Ave., 333 Big Hill, Old Louisville Rd., 1st Street., Olmstead Place, Azalea Ave., Redmond and Covington Ave., Telfair Place, Telfair Road, Fire Station 1, Big Hill Road.
- Asphalt Patching – \$11,107.00 – 6th Street, 1415 Heidt Ave., Aviation Ct., Hanger Ct., Commerce St., Byck Ave.,
- Asphalt Driveways – \$1,470.75 - 1415 Heidt Ave.,
- Slick Finish – Sidewalks – \$19,400.00 – Demo Pipe Replaced and Flumes for Culverts.
- Street Sweeper Mileage – 174.79 miles
- Canal Cleanout - \$14,476.57 – Canal Road cleaned, Canal clean and culvert installed.
- Signs: Multiple Knockdowns/replacements – 309

Mixed Dry Trash Collection by City and Disposal:

- 140.01 Tons Collected – January - December 2023
- 140.01 Tons Collected Total Mixed Dry Trash – YTD
- Cost of Tons Collected Total Mixed Dry Trash January - December 2023 - \$ 1,287.16
- Cost of Tons Collected Total Mixed Dry Trash (\$12,800.55) - YTD
- 140.01 Tons Collected YTD taken to Savannah Regional Landfill

Trees: Cost of trees removed/cut down - \$29,125.00 in the city. 3 Hickory Ave., Fire Station #2,

REPORT TO MAYOR AND CITY COUNCIL



Parks & Recreation 2023 final Year-end Report



Pictured to the left is the 2023 GRPA Class A "State Champs" Garden City Eagles 12u Boys Basketball

2023 was a great year for Garden City Parks and Recreation Youth Sports

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: January 3rd 2024

SUBJECT: Parks & Recreation 2023 Year End Report

Report in Brief

The Parks & Recreation year-end report for all divisions within the Department.

The operations detail contained in this report is for the year 2023 and all related information is current as of January 3, 2024.

Prepared by: Cliff Ducey
Title Parks & Recreation Director

Scott Robider, City Manager

Attachment(s)

Adult Programs



Senior Center

REPORT TO MAYOR AND CITY COUNCIL

During the year of 2023 an average of 45 Senior Citizens per day attended/participated in adult programs at the Senior Center.

Senior Center

Activities included: Devotion time, bingo, trivia, puzzles, bridge, cards, pool and line dancing, muscle strengthening exercise and much more.



In 2023 our GC Senior Citizens had a lot of fun exercising, going on day trips, playing games, watching movies, listening to lecturers, traveling to Pigeon Forge in December, eating, and just hanging out with friends at the Garden City Senior Center.



Temporary site for
Garden City
Parks & Rec

402 Market
Street, Lower
Woodville
Thompkins
Gym

Sports Programs/Activities

➤ Upcoming Sports Programs/Events

- 2023 Basketball season underway (we have 12 teams).
- Baseball Softball and T-ball sign-ups start in February.

Garden City Eagles 8 & under
Certified Coaches teaching the game.

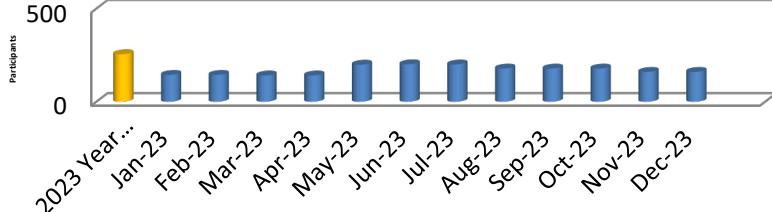


REPORT TO MAYOR AND CITY COUNCIL

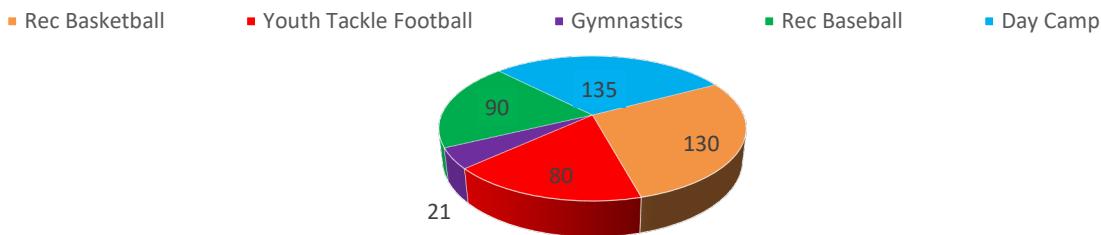


The graphs are visual summaries of the number of participants in Garden City's Recreation

Recreation Programs/Activities Participation Summary Year 2023



GCPARD 2023 Youth Rec Participation top 5



Community Relations Activities/Events for 2023

- We hosted the GRPA 8u Boys' basketball District Tournament February.
- Hosted Several input design community gatherings for the Rec department new gym.
- Held Annual Easter EGGStravaganza event at City Hall front lawn.
- Had 2 community build events with Republic Services and Habitat for Humanity Sharon Park and Sr. Center
- Garden City Christmas Festival @ City Hall Lawn in December.
- Annual GC Invitational Bowl Youth Football Bowl- November



2023 Garden City Youth Championships

Basketball: Congratulations to 10u Boys Garden City Eagles for Winning the 2023 Georgia Recreation and Parks Parks Class A Basketball State Championship.

Baseball: Congratulations to our 14u Boys Baseball team Garden City Eagles for winning the league Championship. Also Congratulation for our 8uGC Eagles, Coastal Athletic Association league runner ups.

Football: Congratulations 10u Boys Garden City Eagles for finishing 2nd Georgia Parks and Recreation District 2 Class A Championship.

End of Year Report for the Mayor and City Council

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 01/03/24

SUBJECT: *Technology Department Report for the Month of July*

Report in Brief

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

Prepared by: Andrew Guzman & Brian Cobb

Title Information Technology Department

Technology Report

- Began process to document credentials and how to guides in the IT directory. This was due to lack of documentation found during the discovery phase after Chris departure.
- Removed 300 plus old users from Access Control System
- Disabled 60 previous employee accounts from the servers.
- Started Security Awareness Training Campaigns
- Resolved Multiple Issues with Body Cameras by learning and teaching the proper procedure to make sure the Cameras are getting the correct firmware automatically.
- Cleaned up numerous email issues and converted important email boxes to a shared box to reduce licensing. Other emails boxes that were no longer needed were purged.
- Researched issues with Dropbox for PD records
- Began upgrading RAM on all PD laptops to accommodate the additional software needed.
- Worked with Court to finally resolve the importing issue between Tyler and SSI. Took numerous attempts, big thanks to Kim and Meghan in

the Court office for helping with the software. Ultimately, we are now following the correct procedure for importing.

- Set-up live feed in PD Records with City Hall and PD cameras. Project is not complete until we finish the Executive suite live feed as well.
- Started Research into SCADA system at Water treatment facility and will have update for hopefully 1st Quarter of 2024.
- Reviewed Camera system at Public Works and will most likely need to add some additional cameras and improve physical security at the site.
- New Copier was installed for Fire Station two
- New Copier ordered for the Senior Center
- New Copier deployed for Water Department
- Two new laptops deployed
- Installed CAD for Fire Department

Building Maintenance

- Replaced Heating Strips in Court Room - Jan
- Develop Meeting Posture list for future City Council and Planning Commission Meetings - Jan
- City Hall Pressure wash was completed - Feb

- Install Man Door for Court Admin Office - Feb
- Adjust Water Irrigation System to avoid flooding in employee parking lot - Feb
- PD Floor waxing Completed - Feb
- Court Room A/C Replacement - Mar
- A/C Sensor Board replacement - Apr
- City Hall Employee Gate Completed - May
- Upgraded lights to LED's - Jun
- Painting for PD Offices and Doors - Jun
- City Hall A/C Maintenance completed - July

REPORT TO MAYOR AND CITY COUNCIL**AGENDA ITEM**

TO: THE HONORABLE MAYOR AND CITY COUNCIL **DATE:** 1/09/2024

SUBJECT: *Water and Sewer Operations Monthly Status Report*

Report in Brief -

The Water and Sewer Operations Department Annual Status Reports 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 12 months.

The operations detail contained in this report are for the months of January - December and all project related information is current as of 12/31/2023.

Prepared by: Lynnette S. Hymes
Title Executive Administrative Assistant

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

C. Scott Robider, City Manager

Attachment(s)

Department of Water and Sewer Operations



Water Operations & Maintenance:

1337 Service Orders, 462 Work Orders

383.19 million Gallons of Drinking Water for the Months of January - December 2023

Hydrant Services: 217

Water Line Services: 327

Located Services: 1493

Utility Services:

- Meter Services: 331
- Connects: 487
- Disconnects: 555
- Delinquent Disconnects: 1062

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

Sewer Operations and Maintenance:

- Gravity Main/Manhole Services: 234
- Lateral/Blockage Services: 50
- Sanitary Sewer Overflow Event: 0

Wastewater Treatment Plant and Water System:

EXECUTIVE SUMMARY:

- The treatment plant received a total of 45.64 inches of rain during the year and treated 408.3 million gallons.
- The max EFF daily flow for the treatment plant was 20.12 MGD recorded January - December 17, 2023, in conjunction with a rainfall of 4.5 inches.
- The water system withdrew a total of 402.8 MG from well facilities and purchased 9.86 MG from the Savannah Southbridge System (Town Center Water System) and 0.748 MG from Savannah I&D (Prosperity Drive)
- Yearly drinking water bacteriological sampling completed = passed
- Yearly water and wastewater reporting submitted to State = no violations

ORDINANCE 2024-

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND ZONING MAP OF GARDEN CITY, GEORGIA, AS AMENDED; TO REZONE FROM A R-1 ZONING CLASSIFICATION TO A C-2 ZONING CLASSIFICATION CERTAIN PROPERTY OWNED BY GLIT INDUSTRIES, LLC, AT 0 DEAN FOREST ROAD IN GARDEN CITY, GEORGIA (CHATHAM COUNTY, GEORGIA, PROPERTY IDENTIFICATION NO. 60990-02009); TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

BE IT FURTHER ORDAINED by the Mayor and Council of Garden City Georgia, and it is hereby ordained by the authority of the same that:

Section 1: That the Zoning Ordinance and Zoning Map of Garden City, Georgia, as amended, be amended so that the following described property presently owned by GLIT Industries, LLC, at 0 Dean Forest Road, in Garden City, Georgia (Chatham County, Georgia, Property Identification No. 60990-02009), be rezoned from its present “R-1” zoning classification to a zoning classification of “C-2”:

All that certain lot, tract, or parcel of land measuring 8.17 acres, more or less, situate, lying, and being in Garden City, Chatham County, Georgia, shown and designated as Lot B of a subdivision of Lot Number One Hundred Ninety (190), Silk Hope Farms Subdivision, on that certain subdivision map made and prepared by Leigh Gignilliat, Georgia Registered Land Surveyor No. 70, dated May 4, 1973, entitled “Dudley Subdivision, a Subdivision of Lot 190, being a portion of Silk Hope Farms, 7th G.M. District, Chatham County, Georgia,” and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book I, Page 44, said subdivision map being incorporated herein by reference and being made a part hereof for better determining the metes, bounds, courses and distances of the above-described property.

The above-described property is a portion of property conveyed to Atlantic Underground Utilities, Inc., by James Christopher Barfield, Gregory Scott Barfield, and Robin Colson Barfield pursuant to a Warranty Deed dated May 26, 2010, filed for record and recorded on May 26, 2010, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 361-F, Folio 142.

The above-described property is the same property conveyed to GLIT Industries, LLC, by SLR Industries, LLC, pursuant to a Limited Warranty Deed dated November 4, 2021, filed for record and recorded on November 11, 2021, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 2605, Folio 605.

The above-described property has been assigned a Property Identification Number of 60990-02009 by the Board of Assessors for Chatham County, Georgia.

Section 2. All ordinances or parts of ordinances in conflict therewith are hereby repealed.

Section 3. This ordinance shall become effective on the date of passage.

ADOPTED this 16th day of January, 2024.

RHONDA FERRELL-BOWLES
Clerk of Council

RECEIVED AND APPROVED this 16th day of January, 2024.

BRUCE CAMPBELL, Mayor

Read first time:

Read second time and approved:

RESOLUTION

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE, FOR SUBSEQUENT APPROVAL BY CITY COUNCIL, A CONSTRUCTION MANAGEMENT SERVICES CONTRACT INCLUDING A COST BUDGET AND TIME SCHEDULE, WITH LAVENDER & ASSOCIATES, INC, TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE NEW MULTI-PURPOSE RECREATION COMPLEX ON THE CITY-OWNED HAYNES ELEMENTARY SCHOOL SITE OFF OF US HIGHWAY 80 IN GARDEN CITY, GEORGIA, AND FOR OTHER PURPOSES.

WHEREAS, in October 2023, the City undertook the procurement of a qualified Construction Manager/General Contractor to provide both pre-construction and construction services to complete the multi-purpose recreation complex on the City's Haynes Elementary School site measuring 13.43 acres, more or less, located off of Highway 80 in Garden City, Georgia (Tax Parcel 6-0018-01-001) (the "Project"), and place the City in occupancy of the Project in a "turnkey" fashion;

WHEREAS, the solicitation for a qualified Construction Manager/General Contractor involved the development of a comprehensive Request for Proposals package which was disseminated by posting same on the City's website and on the Georgia Local Government Access Marketplace Website; and,

WHEREAS, the Request for Proposals package provided that the price and financial structure of the contract between the City and the Construction Manager/General Contractor utilized a "cost-plus" method, with a fixed dollar cap on the total contract price (which included only actual costs plus a fixed pre-construction fee and a construction fee), and certain other maximum allowances imposed on the actual costs for preconstruction costs, construction overhead, salary and labor costs, both as to the type of cost and allowable amounts; and,

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

WHEREAS, the City's Request for Proposals attracted four (4) potentially interested general contractors who attended a pre-proposal meeting at the Haynes Elementary School site for the purpose of posing questions to the City's staff about the project and the submission of bid proposals in general; and,

WHEREAS, three companies submitted proposals to the City before the October 18, 2023, bidding deadline, to wit, Lavender & Associates, Inc., R. W. Allen Construction, and Charles Perry Partners, Inc. (“CPPI”); and,

WHEREAS, the submittals of the three companies were reviewed the City’s consultant for the Project, CHA Consulting, Inc., which scored each proposal based upon certain weighted factors set forth in the solicitation package including, but not limited to, experience, personnel/qualifications, safety, financial strength, references, and compliance with certain mandatory requirements set forth in the package; and,

WHEREAS, based on the scoring system, all three proposal offerors were determined qualified for performing the Project and were further screened and evaluated based on an in-person interview conducted by CHA Consulting, Inc., for the purpose of examining each company’s management plan, services, proposed Project schedule, and interview presentation; and,

WHEREAS, Lavender & Associates, Inc., received the highest score total from CHA Consulting, Inc., for its management plan, services, proposed Project schedule, and interview presentation; and,

WHEREAS, each bidder, except for R.W. Allen Construction, submitted a fee proposal for the Project after the interview which reflected the following:

Construction Manager	Pre-Construction Fee %	Construction Fee %	Max. Pre-Construction Costs/Expenses	Max. Construction Overhead Costs	
CPPI	0.0%	4.5%	\$139,500	\$1,027,408	
Lavender & Associates	\$7,000	5.5%	\$126,000	\$455,000	
Assumed GMP:	<u>\$13,000,000</u>				
Construction Manager	Pre-Construction Fee %	Construction Fee	Max. Pre-Construction Costs/Expenses	Max. Construction Overhead Costs	CM/GC Fee Total
CPPI	\$ -	\$585,000	\$139,500	\$1,027,408	\$ 1,751,908
Lavender & Associates	\$7,000	\$715,000	\$126,000	\$455,000	\$ 1,303,000
Assumed GMP:	<u>\$14,000,000</u>				
Construction Manager	Pre-Construction Fee %	Construction Fee	Max. Pre-Construction Costs/Expenses	Max. Construction Overhead Costs	CM/GC Fee Total
CPPI	\$ -	\$630,000	\$139,500	\$1,027,408	\$ 1,796,908
Lavender & Associates	\$7,000	\$770,000	\$126,000	\$455,000	\$ 1,358,000

WHEREAS, based on its evaluation of the bid and fee proposals submitted by the offerors for the Project, CHA Consulting, Inc., has determined that Lavender & Associates, Inc., is the lowest responsible and responsive offeror whose proposal is the most advantageous to the City, taking into consideration the above-mentioned evaluation factors set forth in the City's Request for Proposals, and therefore recommends that the Mayor and Council award to Lavender & Associates, Inc., a Master Contract to perform the Project work

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of Garden City, Georgia, in regular session assembled, that Lavender & Associates, Inc., be designated as the City's Construction Manager/General Contractor to provide pre-construction and construction services to complete the building of the multi-purpose recreation complex on the City's Haynes Elementary School site, and that the City Manager, with the advice and counselling of the City Attorney, be authorized to negotiate on behalf of the City a Standard Form of Agreement Between Owner and Construction Manager (AIA Document A133) (or a form comparable to same) containing the terms and conditions which are set forth in the contractor's bid and financial proposals as well as in the City's Request for Proposal package, and being approved by Mayor and Council prior to being executed by the City Manager on behalf of the City.

ADOPTED by the Mayor and Council of the City of Garden City, Georgia, this 16th day of January, 2024.

RHONDA FERRELL-BOWLES,
Clerk of Council

RECEIVED AND APPROVED this 16th day of January, 2024.

BRUCE CAMPBELL, Mayor

RESOLUTION

A RESOLUTION OF THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, APPROVING THE PURCHASE FROM AVATARA, LLC, OF CLOUD HOSTING SERVICES FOR THE CITY'S SOFTWARE AND DATA; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR THE PROVISION OF SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Garden City (“City”) needs cloud hosting services to store its public records in a secure manner and to make them readily accessible and searchable by the City and staff through the cloud (the “Services”); and,

WHEREAS, Avatara, LLC (“Contractor”), has submitted a proposed agreement for the Services (the “CompleteCloud Agreement”) attached hereto as Exhibit 1 which includes (a) providing the City with access to and use of the Contractor’s CompleteCloud platform, (b) providing the City with Contractor-maintained servers, and hosting the City’s software and data, and (c) providing the City with support to maintain the hosted environment; and,

WHEREAS, Schedule C of the CompleteCloud Agreement sets forth a Pricing Schedule for the Services which approximates a monthly service fee of \$15,759.00 based on 50 City users, and charges a one-time cost of \$ 13,000.00 for initial Service upgrades, training, and data migration; and,

WHEREAS, other pertinent provisions of the CompleteCloud Agreement include (a) a 36-month term (after the set-up period) with optional successive renewal terms of one (1) year; (b) early termination by the City without cause upon payment of a termination fee equaling the sum of the monthly service fees for the three-month period prior to termination; (c) warranties for the hardware and software being supplied by the Contractor in connection with the CompleteCloud Platform; and (d) general comprehensive liability insurance coverage of at least \$4,000,000.00 in the aggregate and professional liability insurance coverage of at least \$3,000,000 in the aggregate being carried by the Contractor; and,

WHEREAS, the professional services being provided by the Contractor are exempt from the requirement of competitive bidding under Section 2.05 of the City’s Purchasing Policies and Procedures, and the Contractor is the only vendor which provides the package of information technology known as the CompleteCloud; and,

WHEREAS, the Mayor and Council desire to approve the purchase of the Services from the Contractor and authorize the City Manager to negotiate and enter into an Agreement with the Contractor for the Services similar in form to the Contractor's CompleteCloud Agreement attached hereto as Exhibit 1; and,

WHEREAS, the Mayor and Council find that the Services are in the best interests, welfare, and safety of the City.

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval and Authorization to Purchase Services. The City Manager is authorized to negotiate and execute an agreement with the Contractor similar in form to the Contractor's CompleteCloud Agreement attached hereto as Exhibit 1, subject to the approval as to content and legal sufficiency by the City Attorney, approving the purchase of the Services from the Contractor for a monthly fee computed in accordance with the Pricing Schedule C attached to CompleteCloud Agreement, together with a one-time cost of \$13,000.00 for initial Service upgrades, training, and data migration.

Section 3. Implementation. The City Manager is authorized to take any and all necessary or further action to implement the purchase of the Services and the purposes of this Resolution.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Garden City, Georgia, this 16th day of January, 2024.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and Approved this 16th day of January, 2024.

BRUCE CAMPBELL, Mayor



Garden City, Georgia

CompleteCloud Agreement

Avatar, LLC

CompleteCloud Agreement

CompleteCloud Agreement ("Agreement") is made and entered into as of January ___, 2024 ("Effective Date"), by and between Avatar, LLC., a Missouri limited liability company ("Avatar"), and Garden City, Georgia ("Customer").

RECITALS

- A. Customer, among other things, desires to outsource certain information technology services for its business.
- B. Avatar, among other things, provides a package of information technology known as CompleteCloud.
- C. Customer desires to access CompleteCloud for the purpose of outsourcing certain information technology services and Avatar desires to permit Customer to access CompleteCloud for such purposes, all on and subject to the terms and conditions set forth within this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below, the parties hereto do hereby covenant and agree as follows:

1. **Access to CompleteCloud Platform.** Subject to the terms and conditions of this Agreement and further defined in Schedule A CompleteCloud Platform, Avatar agrees to make commercially reasonable efforts to (a) provide Customer with access to and use of CompleteCloud by means of an Internet or other connection, (b) install and maintain the Avatar Servers and host the Customer's software and Customer's data, and (c) provide support to such hosted environment.
2. **Customer Responsibilities.** In addition to other obligations set out in this Agreement, Customer agrees to (a) if applicable, permit Avatar's employees, contractors or agents to install, maintain and update on Customer's premises or by means of remote access any routers or related network hardware and/or software necessary for Avatar to provide the CompleteCloud Platform, (b) take responsibility for customer damaged equipment, (c) comply with all rules, policies, guidelines and other requirements with respect to the CompleteCloud Platform provided to Customer by Avatar, (d) comply with all federal, state, and local laws and regulations applicable to Customer's use of the CompleteCloud Platform, (e) protect and not allow unauthorized use of Customer's administrator user name and password and/or the user names and passwords of authorized users, and (f) notify Avatar immediately if Customer becomes aware of any unauthorized use of the CompleteCloud.

3. **Confidential Information.**

3.1 **Avatar Confidential Information.** means information which Avatar treats as confidential, in each instance whether written, oral or otherwise, whether or not patentable or copyrightable, that Avatar either marks in good faith as "Confidential" or otherwise informs Customer in writing (including, without limitation, by this Agreement) is confidential or that Customer should reasonably know is confidential. Specifically, but without limiting the generality of the foregoing, Avatar Confidential Information includes, all information concerning the operation of the CompleteCloud, this Agreement, any proposal, and Avatar's methodology, pricing and customer list. Notwithstanding the foregoing, Avatar Confidential Information does not include information that is (a) known by Customer at the time of receipt from Avatar, (b) approved in writing for release from this provision by Avatar, (c) now or which hereafter becomes part of the public domain through no action or omission of Avatar, (d) independently developed by Customer without access to or use of Confidential Information, or (e) acquired by Customer from a third party without restriction on use or disclosure and without breach by such third party of an obligation of confidentiality.

3.2 **Customer Confidential Information.** means information which Customer treats as confidential, in each instance whether written, oral or otherwise, whether or not patentable or copyrightable, that Customer either marks in good faith as "Confidential" or otherwise informs Avatar in writing (including, without limitation, by this

Agreement) is confidential or that Avatara should reasonably know is confidential. Notwithstanding the foregoing, Customer Confidential Information does not include information that is (a) known by Avatara at the time of receipt from Customer, (b) approved in writing for release from this provision by Customer, (c) now or which hereafter becomes part of the public domain through no action or omission of Avatara, (d) independently developed by Avatara without access to or use of Confidential Information, or (e) acquired by Avatara from a third party without restriction on use or disclosure and without breach by such third party of an obligation of confidentiality.

3.3 Confidentiality Agreement. Customer and Avatara mutually agrees forever (a) to keep confidential and not to disclose any and each parties Confidential Information, (b) to ensure that all employees and contractors keep confidential and do not disclose any and all Confidential Information, and (c) not to use any Confidential Information except for the purposes contemplated by this Agreement. Notwithstanding anything herein to the contrary, either party may make disclosures of Confidential Information required by court order provided each party uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed Avatara to participate in the proceeding. The obligation of confidentiality will also not apply to information that is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event the Customer receives an open records or other similar applicable request, the Customer will give Avatara prompt notice and otherwise perform the functions required by applicable law.

3.4 Use of Information by Avatara. Notwithstanding anything contained in this Agreement to the contrary, Avatara may (a) use and disclose to third parties aggregate statistics, totals, numbers of users, comparisons to averages, and similar information for Avatara's marketing and internal purposes, (b) view, access and use reports generated by means of the CompleteCloud Platform with respect to Customer's network(s) for Avatara's internal purposes, including, without limitation, to support the CompleteCloud Platform and document performance levels, and (c) identify Customer as a customer of Avatara for marketing purposes.

4. Notices and Licenses. Customer agrees not to remove any copyright or other intellectual property right notices on or in the CompleteCloud Platform and to comply with the terms of any license agreement for any Avatara Software used in connection with the CompleteCloud Platform.

5. Intellectual Property. Avatara reserves all intellectual property and other proprietary rights in and to the CompleteCloud not specifically granted to Customer in this Agreement.

6. Warranties, Disclaimers and Limitation of Liability.

6.1 Avatara Warranties. Avatara warrants and represents that any hardware and software in connection with the CompleteCloud Platform will be installed in a workmanlike manner consistent with commercial standards in the network installation industry; that the Avatara servers and site installed equipment will work appropriately to deliver the CompleteCloud Platform; and that the Avatara software, where Avatara has reasonable control, will be without critical defect, and as necessary, will apply best practices maintenance, patches, and/or upgrades as soon as feasible and practical to resolve defect. Avatara also warrants its title to the CompleteCloud Platform and represents that there are no known infringement claims against Avatara, and Avatara will not infringe upon a third party's patents, copyrights, trademarks, or trade secrets.

6.2 Customer Warranties. Customer warrants and represents that (a) Customer has obtained all permissions, licenses and/or sublicenses necessary for Avatara to install and maintain the Customer Software and Customer's data and to operate the Customer Software in connection with the CompleteCloud Platform, (b) Avatara's copying and/or use of the Customer Software and Customer's data do not and will not in any way constitute an infringement or other violation of any copyright, trade secret, trade dress, trademark, patent, invention, mask work, proprietary information, nondisclosure and/or other right of any third party, and (c) the Customer Software and Customer's data do not and will not contain any feature which would in any way impair the operation of the CompleteCloud or any of Avatara's other software, other data, and/or hardware including, without limitation, (i) software locks, drop dead devices, back doors, time bombs, or other software routines which may disable a computer program automatically with the passage of time or under the positive control of a person other than Licensee, or (ii) any form of virus, a Trojan horse, worm or other software routines or hardware components which may permit unauthorized access or disable, erase, or otherwise harm software, hardware, or data.

6.3 Disclaimers. Except as provided in section 6.1 above, Avatara does not warrant (A) the performance or results customer may obtain by using the CompleteCloud Platform, (B) that the functions contained in the CompleteCloud Platform will meet customer's requirements (C) the operation of the CompleteCloud Platform will be uninterrupted or error-free. Except as provided in section 6.1 above, Avatara hereby expressly disclaims any and all warranties and/or representations, whether express or implied, including, without limitation, any and all implied warranties of merchantability, compatibility, and/or fitness for a particular purpose, with respect to the CompleteCloud Platform or any part or element thereof. No oral or written information or advice given by Avatara or a representative of Avatara shall create a warranty.

6.4 Mutual Limitation of Liability. In no event shall Avatara or customer be liable for any indirect, special, punitive or consequential damages arising out of or in any way connected with this agreement or the utility services, including, without limitation, any failure or diminished performance of customer's network, loss of data or damages arising during the performance of Avatara's obligations under this agreement, even if Avatara is advised of the possibility of such damages. In no event shall Avatara's total liability to the customer for all damages under this agreement exceed the amount paid to Avatara by customer with respect to monthly fees for the CompleteCloud Platform during the twelve (12) months preceding the events giving rise to such claim for damages.

6.5 Mutual Indemnification. To the extent permitted by applicable law, Customer hereby indemnifies and agrees to defend and hold Avatara and its officers, directors, agents, employees, affiliates and shareholders harmless from and against any and all damages, losses, claims, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of Customer's breach of obligations under this Agreement or out of any action or claim brought by a third party alleging copyright, patent, service mark or trademark infringement or dilution or invasion of privacy/publicity in any materials relating to the reproduction, installation, operation maintenance or other use of the Customer Software and/or Customer's data in the manner contemplated by this Agreement.

Avatara hereby indemnifies and agrees to defend and hold Customer and its officers, directors, agents, employees, affiliates and shareholders harmless from and against any and all damages, losses, claims, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of Avatara's breach of obligations under this Agreement or out of any action or claim brought by a third party alleging copyright, patent, service mark or trademark infringement or dilution or invasion of privacy/publicity in any materials relating to the reproduction, installation, operation maintenance or other use of the Customer Software and/or Customer's data in the manner contemplated by this Agreement.

During the course of performing services under this Agreement, Avatara agrees to maintain the following levels of insurance: (1) commercial general liability of at least \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate, (b) professional liability of at least \$1,000,000.00 per claim and \$3,000,000.00 aggregate, and (c) workers compensation coverage complying with applicable statutory requirements. Avatara shall provide Customer with copies of certificates of such insurance upon written request.

7. Minimum Fee. CompleteCloud has a minimum monthly fee of \$11,000. At any point if the sum of Customers user fees falls below the minimum monthly fee, the minimum monthly fee will be charged.

8. Invoices and Payment. On the 10th of the month prior to service a snapshot of current user count is made for Customer. Customer will be charged for the following month's service based on this snapshot. *For example, if on May 10th Customer has 50 users, and on May 11th they add their 51st user, Customer will be charged for 50 users in June. If on May 11th they remove a user to equate to 49 users, Customer will be charged for 50 users in June. These changes would be reflected on July's invoice.*

Customer invoice is due on the 1st of the month of service. Payment not received by the 15th of the month of services are subject to a 7% late fee on all outstanding balance. If payment is not received by the 15th of the month after services, all CompleteCloud systems and services will be suspended until fees are received. *For example, fees not paid for June services by July 15th will result in access to the CompleteCloud system shut down until all past due fees are paid.*

9. Term. The initiation of this contract will occur at signing. The Initial Term of the agreement will include the migration period and an additional 36 months of post go-live services. No monthly fees will be charged in the

initial 4 months of the migration period, after which the monthly minimum fee will be charged until go-live. Once Customer goes live on the CompleteCloud platform monthly user fees will be charged. After the Initial Term, this Agreement shall be automatically renewed for successive terms of one (1) year each (each a "Renewal Term") unless terminated by either party at the end of the Initial Term or a Renewal Term by providing written notice thereof at least thirty (30) days before the scheduled expiration of, as applicable, the Initial Term or a Renewal Term, in which event such Initial Term or the Renewal Term shall expire on the last day of such Initial Term or Renewal Term. Upon renewal, the fee for such services shall be the fee set forth in the Pricing Schedule of this agreement unless the parties agree in writing to a different fee.

10. Termination.

10.1 Early Termination. This Agreement may be terminated by Customer with no penalty upon written notice to Avatara in the event that Avatara misses Service Level Agreements at the 100% credit level for the entire company for any service level category in Schedule D for any two consecutive months or 3 non-consecutive months in a 12-month period. Customer may also terminate the Agreement for cause with no penalty in the event Avatara does not cure, or create a mutually agreeable action plan to address, a breach of this Agreement within thirty (30) days of receiving a written notice of the alleged breach. Such notification of Early Termination must be sent to all parties listed in 11.6 Notices. **Support emails or support calls do not classify as notification of termination.**

This Agreement may be terminated for convenience with 30 day notice by customer. Such termination will evoke a termination penalty equal to the amount Customer paid Avatara with respect to monthly fees for the CompleteCloud Platform during the three (3) months preceding the effective date of termination.

Either party has the right to terminate the Agreement if a force majeure event referenced in Section 11.2 causes its performance to be delayed for a period of forty-five (45) days or more beyond the agreed upon time extension referenced in Section 11.2.

10.2 Duties Upon Termination. Upon the expiration or earlier termination of this Agreement for any reason, (a) Customer shall (i) immediately cease using the CompleteCloud Platform and return, remove or delete any Avatara Software in its possession, (ii) promptly pay any fees or other amounts due as of such termination within thirty (30) days after the date of invoice to Customer for such amounts, (iii) immediately return any and all Avatara Confidential Information, (iv) obligated to take over ownership and all liability of all internet contracts that service Customer sites, and (v) ship all Avatara hardware back to Avatara's headquarters in appropriate shipping containers, and (b) Avatara shall (i) immediately return any and all Customer Confidential Information, (ii) promptly return Customer's data on a customer provided hard drive, such data will include file share, SQL database, and a PST of all Exchange email mailboxes, (iii) and provide a transfer code and existing DNS entries for any domain registered by Avatara.

11. Miscellaneous.

11.1 Assignment. This Agreement may not be assigned, transferred, pledged or hypothecated by a party without the prior written consent of the other party; nor may Avatara subcontract any services under the Agreement without Customer's consent.

11.2 Force Majeure. Neither Avatara nor Customer shall be liable for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, flood, weather, terrorism, strike, embargo, labor disputes, acts of civil or military authority, war, acts of God, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control, whether or not similar to the foregoing; provided, however, that in the case of an event of the type contemplated in this Section 11.2, Customer shall not be excused from paying amounts due with respect to the period prior to such event. Within ten (10) business days of any force majeure event, the party whose performance is delayed shall provide the other party with written notice explaining the cause and the extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the force majeure event.

11.3 General. This Agreement, including Schedule A, supersedes and cancels all prior and contemporaneous Agreements, written or oral, between the parties hereto with respect to the subject matter hereof and constitutes the entire understanding between the parties with respect to the subject matter hereof, and no brochure,

marketing material, promise or other representation not included in this written Agreement is part of the Agreement. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. This Agreement is entered into solely for the benefit of Avatara and Customer, and no third party will be deemed a beneficiary of this Agreement or have the right to make any claim or assert any rights under it. If any term or provision of the Agreement is held invalid or unenforceable, the remainder of the Agreement will be considered valid and enforceable to the fullest extent permitted by law. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement; nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

11.4 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws rules. The parties, however, hereby agree that any collections dispute by Avatara against Customer may be adjudicated before a court located in Missouri. For all other claims, the parties hereby agree that any dispute that may arise between them arising out of or in connection with this Agreement shall be adjudicated before a court located in Chatham County, Georgia and they hereby submit to the exclusive jurisdiction of the courts of the State of Georgia located in Chatham County, Georgia and/or the federal courts in the Southern District of Georgia located in the City of Savannah, Georgia, with respect to any action or legal proceeding commenced by any party and irrevocably waive any objection they now or hereafter may have respecting the venue of any action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, and consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth herein for each party or such other address as either party shall furnish in writing to the other.

11.5 Non-Solicitation. Neither party shall directly solicit the personnel of the other party, or the other party's subcontractors, who are involved in the performance of this Agreement to undertake employment with such party, such party's parent company, any subsidiary or affiliated company of such party, or any contractor of such party, during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, provided that a general advertisement of a job opening shall not be deemed to be a solicitation for employment under this Section 11.5.

11.6 Notices. Any notice given under this Agreement shall be written or sent by facsimile. Written notice shall be sent by certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service, which delivers to the noticed destination, and provides proof of delivery to the sender. Any facsimile notice must be followed within three (3) days by written notice. All notices shall be effective when first received at the following addresses:

If to Avatara, LLC:

Rob McCormick
2329 Market St.
St. Louis, MO 63103

If to Customer:

Scott Robider, City Manager
100 Central Avenue
Garden City, GA

IN WITNESS WHEREOF, the parties hereto have duly executed and have caused this Agreement duly to be executed and delivered as of the Effective Date.

AVATARA, LLC.

Signature: _____

Printed: _____

Title: _____

CUSTOMER

Signature: _____

Printed: _____

Title: _____

SCHEDULE A - COMPLETECLOUD BASE PLATFORM

Private LAN Server Infrastructure.

CompleteCloud provides a private data center Infrastructure server plant to facilitate the usage of business line applications, Email, and file storage. Such virtual servers may include business server, active directory, exchange server, file share server, and appropriate application server or database servers (SQL).

Included Infrastructure Software.

CompleteCloud provides personal and corporate infrastructure software licenses including Microsoft Operating System, Microsoft Office Business, Microsoft Exchange, Microsoft Active Directory and File Server, and Microsoft SQL Server.

Storage.

Standard Storage – file server storage for traditional business documents and files is unlimited

Graphic Storage – storage containing video, geospatial, or high-resolution images may require custom quote

Data Backups.

All customer data is backed up in a secondary data center. File server data that is not SQL, database data, or Exchange data CompleteCloud keeps 30 days of rolling backups with 2 recovery points per day (one overnight and one midday).

Databases such as SQL servers and Exchange that support full logging, CompleteCloud provides incremental backups every 15 minutes and 2 full backup recovery points per day along with 30 days of rolling backups.

Additional backup processes may be scheduled at an additional charge: (Offline backup – every 14 days offline backup. Price: \$125 per 2TB per month or Offline archive – 12 Monthly archives, 1 annual archive. Price: \$125 per 2TB per month.)

Local On-Site Equipment.

CompleteCloud provides customer site equipment including site firewall, switches, routers, Wi-Fi access points, Thin Clients with monitor, keyboards, and mouse as selected by Customer. CompleteCloud will provide switches so there are 2 ports per user. If the customer requires more ports for other devices not supported by CompleteCloud (ex. IP security camera) the customer will be responsible for the purchase of them. The shipping and materials expense of equipment sent to client site is paid for by Avatara. Client is responsible for the shipping and material cost of returned equipment.

Support.

CompleteCloud Support is provided via three service teams: User Support, Orders, and Projects.

User Support Team (Support) provides 24/7 US based support. All users have unlimited access to Support with no additional charge and no usage limit. The User Support Team should be utilized for existing technology that has stopped working such as virtual machines, software, file shares, access to printers, etc. Users can access Support via phone, text, and/or chat, whereas the phone is the preferred and prioritized method of communication during the hours of 6AM CST and 10PM CST. Phone, text, and chat all go directly into our Tier 1 and Tier 2 support teams for immediate response. Emails to Support and voicemails left with Support have a target response time of 30 minutes.

The User Support Team will also access Tier 3, Accounting, Field Tech and Account Management resources as needed to support the end user.

The Orders Team (Orders) is utilized to build out new users, change or remove users and implement/update new software under scheduled maintenance windows. Most order work is routine and completed after hours.

From time-to-time mid-long-term projects will occur, which will be executed by our **Projects Team**. Examples of mid to long term projects would be the implementation of new servers for a new ERP system or setting up a new location with internet and onsite firewall, switches, Wi-Fi access points, and end user devices. These projects will require a standard statement of work and agreed upon completion time. Most projects are included in the CompleteCloud user fee. If projects are deemed out of scope or have an accelerated due date, Avatara reserves the right to charge for the project work. If Avatara charges for project work, such charges will be agreed to with Customer via a signed statement of work prior to the project kickoff.

Internet Connectivity.

Redundant Data Center Internet Connectivity is included. Additionally, internet connectivity at each Customer site is scoped and will be managed by Avatara. Avatara recommends a dedicated internet connection for VOIP phone systems, such dedicated connections are also utilized as backup connections for each site.

Avatara can facilitate Layer 2 Connectivity to Customer sites if recommended over other commercially available ISP services. Cost of Layer 2 Connectivity would be passed on to Customer. Customer is responsible for term of Layer 2 agreement if term is longer than term of this Agreement.

SCHEDULE B - COMPLETECLOUD USER ENVIRONMENT AND ADD-ONS OVERVIEW

Customer may have various CompleteCloud user environments based on the type of work each user performs and may add-on solutions to the base CompleteCloud platform (Schedule A). Below are the most current set of User Types, add-on software, hardware, and phones, such list can change from time to time.

CompleteCloud User Environment.

Each Customer user will be designated as a Connect, Standard, Power, Graphic, GX, Email and Account only users. Designation will be based on their software application set.

The **Connect User** utilizes a local computer device either desktop or laptop to work off files or collaboration tools locally (there is no backend computer built in the CompleteCloud data center environment). The local computer is provided with enterprise level Anti-Virus (if Managed Security Bundle purchased), local Microsoft Office licensing, an Email account and access to company files shares and collaboration tools through Avatara Connect software. The Connect User also has access to both end user support and support for their local device.

The **Standard User (WX)** is engineered using a VDI desktop with an industry standard hypervisor. Each user has a dedicated Virtual Machine (VM) running an individual copy of Microsoft Windows, with dedicated memory and storage resources. Software and configuration may be individualized for the user. Access to the VDI desktop is through Avatara's connection manager with RDP as the underlying protocol. The Standard desktop is a cloud desktop that is targeted for an average business computer user. This user typically runs Office products with Edge as a browser. They work in Word and Excel while periodically checking their email. Additionally, they use Edge to access their CRM/ERP and to view their PDFs. The Standard user has access to the server-based applications in the environment.

The **Professional User (WW)** is engineered using a VDI desktop with an industry standard hypervisor. Each user has a dedicated Virtual Machine (VM) running an individual copy of Microsoft Windows, with double the dedicated memory and storage resources as the Standard User. The Professional desktop is a cloud desktop with double the resources of the Standard. This user may use similar applications as the Standard user, but just demands more responsiveness. The Professional is typically used by executives, accountants, lawyers, and doctors. Lawyers that work in huge PDF documents and doctors that must click rapidly through their EMR with no delay, appreciate the additional resources. Additionally, heavy Chrome and Teams users or Excel users that utilize macros or work within large Excel files enjoy the extra resources of the Professional platform.

The **Power User (PX)** is designed for users who need a little more computing CPU with dedicated hardware utilizing a physical graphics card (not CAD certified like Graphic users) and Teradici PCIO graphics protocol. The Power desktop is used for light weight graphic applications such as Creative Suite and Google Earth. You can load CAD applications for view only, but any CAD design work should use our Graphic Platform. This platform historically has been a dedicated hardware platform, but with the advancement in virtualization and graphic cards, future generations will be virtualized.

The **Graphic User (GX)** is targeted toward heavy graphic application users, especially full-time drafters, using Autodesk or similar CAD products. Users are engineered on dedicated computer hardware with Autodesk certified graphics cards. This allows users of this platform to have a very high-end experience with no degradation from a traditional environment and access files on a 10G network card. Access to the Graphic desktop can utilize **RDP graphics protocol** or **Teradici graphics protocol** which uses a high bandwidth protocol which supports full motion graphics with no loss on the LAN.

The **Email and Account Only User** will be given an account on active directory and an email address which can be accessed via the web, shared or personal computers and/or mobile device.

Shared Users can be set up on CompleteCloud. Each user will have their own account/email, but can share a Standard, Power, or Graphic computer. Only one user can be logged on to the computer at a time. For each shared environment there will be one Standard, Power, or Graphic fee which will include one email/account, each additional user will be charged as a separate email/Account only user.

CompleteCloud provides a private data center infrastructure with enterprise level **Managed Security** measures in place that may change from time to time to address new cyber security threats or compliance requirements.

- A secure foundation based of the **NIST 800-171 framework** leveraging enterprise level **Anti-Virus Endpoint** protection, self-hosted **Anti-SPAM**, **Intrusion Detection** software, site and server firewalls, and system monitoring tools. The SOC II Type II Data Centers provide a high-level of physical security including video surveillance, biometric access, and controlled key system for locked server cabinets.
- **DNS Web and Content Filtering** – DNS Web and Content Filtering provides network security that proactively protects users from advanced malware, botnets and phishing attacks.
 - Logs all activity and blocks unwanted traffic using IP, port, and protocol rules.
 - User-based policies with Active Directory integration to protect against Inbound and Outbound attacks with Web Content Filtering.
- **Hosted Based Intrusion Detection Software (IDS) & Advanced Threat Analysis** – With the addition of Hosted Based Intrusion Detection, the CompleteCloud infrastructure provides an additional layer of defense that comes with a 24x7 Security Operations Center (SOC) equipped with correlation engines housing Petabytes of data.
 - Asset Discovery, Vulnerability Scanning, and Machine Learning
 - Compliance Scanning and Reporting
 - Network Threat Detection and Risk Index
 - Anti-Virus Integration to Hosted Computers
 - Real-time Log Collection and Monitoring with 2 Year Log Archives
 - Certified Security Experts
- **Multi-Factor Authentication** – CompleteCloud Multi-Factor Authentication (MFA) initiates the login process with confirmation of screen typed login and password with push notifications to mobile device, a cell phone call, or text code to confirm identity.
- **Secure Email** - Email Encryption & Security Enhancement (inbound and outbound mail) is an email management software designed to make email security and management simple powered by artificial intelligence. With easy-to-apply policies for attachment blocking, content filtering, and outbound limits, Secure Email protects organizations from both targeted attacks and unknown threats. Secure Email also reduces end-user complexity by providing easy-to-use email encryption software. Outbound Content Filtering lets you quickly identify payment card data, debit and credit card numbers, Personally Identifiable Information (PII) and Protected Health Information (PHI) within email and email attachments. Several pre-defined dictionaries are also included with Secure Email to help you quickly apply appropriate content filters.
- **Secure File Vault** – CompleteCloud's Secure File Vault takes ordinary files shares to the next level protecting important, sensitive business documents against intellectual property theft, piracy, and leakage. Secure File Vault's content life cycle management, classification, Data Leak Prevention (DLP) and Digital Rights Management (DRM) capabilities help business comply with an array of data security regulations such as HIPAA, FINRA, ITAR, DFARS, and more.
- **Secure File Sharing** - CompleteCloud's self-hosted Secure File Sharing allows your company the ability to share and collaborate on files with people outside of your organization and allows your employees to have access to specific files offline in a DFARS, FDIC, and HIPPA Compliant manner. Secure File Sharing also allows for access to files on local machines when not connected to CompleteCloud.
- **Security Awareness Training** – Security awareness training and simulated phishing platform that helps combat the ever-changing threat of social engineering. CompleteCloud provides modular cyber security training designed to help business's employees understand the mechanisms of spam, phishing, spear phishing, malware, ransomware, and social engineering. CompleteCloud will manage scheduling training campaigns, simulated phishing attacks through email, and provide reporting on your employee's results.

The **Managed Security for Email Only** provides the Email only users with **Multi-Factor Authentication**, **Secure Email**, **Secure File Vault**, **Secure File Sharing**, and **Security Awareness Training**.

CompleteCloud **Collaborate** solutions includes Chat and Meet for each user.

- **Chat** - CompleteCloud Chat is hosted on client's private LAN network to provide a secure text chat platform for internal and external use utilizing encryption at Rest and In Transit and access control based on user permissions.
- **Meet** - CompleteCloud Meet is hosted on client's private LAN network to provide a secure audio & video conferencing platform for internal and external utilizing encryption at Rest and In Transit and access control based on user permissions. Users can share their screen, start a meeting with video or simply audio with direct dial in number.

Add-On Hardware.

Users will either be provided a CompleteCloud Desktop Thin Client, CompleteCloud Laptop Thin Client, or utilize a Customer provided Access Device. Designated Customer Access Devices will have management tools added to them to help facilitate the usage of CompleteCloud.

There are 3 different CompleteCloud **Desktop Thin Client Bundles** that can be utilized as an extra workstation on site or for specific CompleteCloud users. The Desktop Thin Client Bundles come with either one, two, or three monitors along with a keyboard, mouse, and soundbar. The bundle can be purchased as a standalone thin client that does not come with a backend hosted desktop nor does it come with an email account. The right use case for the standalone thin client would be for a conference room (connecting thin client to TV/projector) or extra kiosk workstation for mobile users to have a place to work in the office.

CompleteCloud provided Laptop Thin Client can be deployed as access devices provided with CompleteCloud.

(Excessive Damaged Laptop Policy: Customer will be billed for Laptops that have excessive damage or if the laptop is lost or stolen. Examples of excessive damage are screens that are cracked, laptop shells that are cracked, internal damage caused by mishandling or dropping of laptop, or missing charging cable. Laptops will be billed at a rate of \$800 or lesser rate determined by Avatara based on damage or replacement cost).

Avatara will cover the outgoing shipping cost of user hardware. Customer is responsible for the return shipping cost of hardware or restocking fee of \$30 if facilitated by Avatara. Both the outgoing and return of hardware is managed through the Customer Orders Portal. Hardware will be removed from the bill when it is received by Avatara.

Customer Access Device can be utilized instead of a Thin Client. Typically this is the case when businesses have recently invested in new desktop computers, and would like to leverage those computers to access the CompleteCloud virtual desktop. Avatara offers an option to reload those computers with the access software used on CompleteCloud's Thin Clients, effectively converting those desktops to Thin Clients. The customer is responsible for any hardware failures in this model, and failed desktop units are replaced by CompleteCloud Thin Clients or another Customer Access Device.

For companies who have multiple small offices with 5 or less employees at each location there may be a **Small Office Kit** charge required, which is scoped during the assessment process. The **Small Office Kit** includes local LAN network (firewall, switch, Wi-Fi access points) typically used for larger sites.

The **Customer Supplied Mac Computer** is targeted towards situations where the computer cannot or should not be virtualized. Antivirus and Microsoft Office is installed locally on the Mac and an email address is provided for the uses. Examples of this are Apple computers, computers specified by manufacturers to drive Imaging Machines or other business processes that demand on-site computer resources.

Add-On Software.

Email Search & Archive benefits uses a Case Management Dashboard that lets users create, track, manage, and save multiple searches. Our Email Search & Archive Benefits includes advanced capabilities designed to allow users to find the right email quickly and easily, without having to employ complex query language.

USB Redirection/Thin Client+ can be utilized as a software or hardware fix depending on the type of device needing to be connected to a customer access devices or thin client. Example use case are check scanners, specialty scanners, survey devices, etc. USB devices that behave as storage devices (USB Flash drives or hard drives), mobile devices, or USB devices like keyboards and mice do not require a **USB Redirection**. USB Redirection will be charged as a lump sum to Customer monthly for the number of users who need this, not as a per user line item.

Add-Hoc Microsoft Licenses not included in the above Infrastructure Microsoft Licenses are sold as a pass through. Such license might include Microsoft Visio, Teams, Project, Dynamics, BI, etc.

Biscom Hosted Fax Service combines the convenience of cloud faxing with the affordable and flexible pricing, high reliability, and the most powerful feature set in the industry. Biscom's Hosted Fax gives you the basics of email to fax, Outlook integration, web interface, and MFD scan to fax. Custom quote for Biscom services can be provided upon request.

Add-On Phones.

CompleteCloud Voice is a UCaaS platform delivered as a per-hosted line (instead of per user) subscription service. This service includes a dedicated hosted UCaaS/PBX system, all voice telecom circuits, POE LAN Switches the same 24/7 U.S. based CompleteCloud Support, and can include Polycom HD voice SIP handsets or you can use existing IP phone handsets.

CompleteCloud Voice Key Features:

- Local numbers and number portability with Unlimited 50 state calling
- Full regulatory support – emergency services (e911), lawful intercept (CALEA compliant)
- Active Directory sync allowing for auto directory on phones
- Access with Avatara Connect, User Control Panel (UCP) & Flash Operator Panel (FOP) web portal
- Full auto attendant, IVR (Interactive Voice Response), and hunt groups
- Personal DID numbers for all employees along with their own Conference Bridge
- 4-digit extension-to-extension dialing, Voicemail to email
- Call recording, Advanced Call Forwarding, Call Waiting, Call Screening
- Caller ID, Do Not Disturb, Three-way Calling
- Site wide paging though phone or connecting to overhead system

CompleteCloud Phone Options: Utilize current approved VOIP phones, Standard Phone (Polycom VVX 400), and/or Conference Phone (Polycom SoundStation 5000)

SCHEDULE C – PRICING SCHEDULE

Note: The below listed table is approximate selection of product components. Actual initial invoice is based on final installed quantities and may vary from month to month during the term of this contract.

CompleteCloud User Environment	Quantity	Price Per User	Monthly Cost
Connect		\$110.00	\$0.00
Standard (WX) with Managed Security	80	\$175.00	\$14,000.00
Professional (WW) with Managed Security	2	\$205.00	\$410.00
Power (PX) with Managed Security		\$210.00	\$0.00
Graphic (GX) with Managed Security		\$270.00	\$0.00
Email and Account with Managed Security	26	\$10.00	\$260.00
Add-Ons	Quantity	Price Per User	Monthly Cost
Email Search and Archive	108	\$3.00	\$324.00
USB Redirection/Thin Client+	25	\$15.00	\$375.00
Teradici Display Protocol (PCoIP for GX)		\$25.00	\$0.00
Single Thin Client Bundle (Thin Client, One Monitors, Keyboard, & Mouse)		\$30.00	\$0.00
Dual Thin Client Bundle (Thin Client, Two Monitors, Keyboard, & Mouse)		\$40.00	\$0.00
Laptop Thin Client		\$50.00	\$0.00
Small Office Kit (per site)		\$25.00	\$0.00
Customer Supplied Mac Computer		\$90.00	\$0.00
Add-On Phones	Quantity	Price Per User	Monthly Cost
CompleteCloud Voice (Hosted PBX Line)		\$25.00	\$0.00
Standard Phone (Polycom VVX 400)		\$10.00	\$0.00
Conference Phone (Polycom SoundStation 5000)		\$35.00	\$0.00
Migration Fee			NRC Cost
1 Time Migration Fee			\$13,000.00
		Total Monthly Cost	\$15,759.00

SCHEDULE D – SERVICE LEVEL AGREEMENTS

Service Availability

The CompleteCloud infrastructure provides service availability in line with the underlying technology. While the availability of a server-based infrastructure is higher than a traditional on premise environment, some factors of the availability vary and/or are outside of the control of Avatara. The Service Level Agreement below is meant to provide a fair penalty in the case Avatara fails to meet the stated availability expectations.

Core Server Infrastructure

The core server plant in the data center provides the highest level of availability. The core server plant includes all servers other than your workstation nodes. Service credits would apply to the entire company.

Downtime (Monthly)	Credit
Over 1 hour	10% of monthly fee
Over 2 hours	25% of monthly fee
Over 4 hours	50% of monthly fee
Over 8 hours	100% of monthly fee

Workstation Node(s)

The Workstation Nodes and Graphic Stations provide the personal computers for the users. To provide the highest performance and comply with Microsoft licensing they are housed on a separate designated server. Workstation credits can be applied as a per user, partial company or entire company. Normal user issues and reboots do not apply to Workstation Node Downtime. A Complete failure of the workstation or workstation node must occur.

Downtime (Monthly)	Credit
Over 2 hour	10% of monthly fee
Over 4 hours	25% of monthly fee
Over 6 hours	50% of monthly fee
Over 8 hours	100% of monthly fee

Client Site LAN Infrastructure

The client site LAN equipment includes the VPN and Switches. This equipment is not housed in the data center, so Avatara cannot guarantee uptime due to power surges and other events that we cannot prevent. Our service levels will provide for new equipment to be built, configured and shipped to the Customer site within 8 hours of failure. Avatara will use the fastest delivery method available, but cannot guarantee service levels for FedEx, UPS, etc. Response Time credits will apply to the users at the site effected by the hardware outage. Client should have contingency plans in place to work at home or another location during the outage. All systems will be available via remote access.

Response Time (Equipment leaving Avatara)	Credit
Over 8 hours	25% of monthly fee
Over 12 hours	50% of monthly fee
Over 24 hours	100% of monthly fee

Customer Support

Users can contact Avatara support via phone, chat, and text message. Our target is to have a tech available to answer the outreach and deliver a Tier 1 resolution within 15 minutes. Tier 2 resolutions are less predictable due to the varying levels of severity and complexity.

The below levels are our penalty levels, not our target service levels.

- 90% of inbound contacts during business hours answered within 15 minutes.
- 90% of inbound contacts during non-business hours answered within 1 hour.
- 75% of cases resolved within 60 minutes.
- 90% of high priority escalated cases resolved same business day.

Avatara must achieve three out of four of these service levels each month to avoid penalty.

Credits:

- Monthly targets are missed, 10% credit on that month's invoice.
- Monthly targets are missed in consecutive months, 20% credit on that month's invoice.
- Monthly targets are missed in three consecutive months, 100% credit on that month's invoice.

Software/Applications

Avatarra cannot guarantee the availability of software provided as part of the CompleteCloud infrastructure, nor guarantee software hosted within the CompleteCloud infrastructure.

Telecommunications/Internet

Avatarra cannot guarantee quality or uptime of internet or telecommunication services provided by external vendors.

RESOLUTION

RESOLUTION APPROVING AGREEMENTS WITH ENTERPRISE FM TRUST AND ENTERPRISE FLEET MANAGEMENT, INC., FOR THE LEASE AND MAINTENACE OF VEHICLES TO BE ADDED TO THE CITY'S VEHICLE FLEET

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, as follows:

WHEREAS, it is in the City's best interests to enter into an agreement with Enterprise FM Trust, a Delaware statutory trust doing business as "Enterprise Fleet Management" for the lease of vehicles to supplement the current City vehicle fleet and to enter into supplemental agreements with the Trust's affiliated company, Enterprise Fleet Management, Inc., for the maintenance of the leased vehicles, and for the optional auction sale of such vehicles during or at the expiration of the vehicles' respective lease terms; and,

WHEREAS, the benefits of leasing vehicles, as opposed to purchasing them are numerous and include: (1) engaging the experienced fleet management services provided by Enterprise Fleet Management, Inc.; (2) reducing average vehicle replacement time; (3) maintaining a fleet with the most current technological advances; (4) providing budget stability with more consistent cash outlay; (5) maximizing potential equity of vehicles at time of resale; (6) reducing operational expenses; and (7) increasing safety for the drivers of City vehicles; and,

WHEREAS, the City desires to initially lease the following five (5) vehicles for a five (5) year term from Enterprise FM Trust with more vehicles in following years based upon the City's fleet needs:

Two (2) 2023 Ford Explorer XLT SUV 4DR 4X2 K7D (for City Manager and Wastewater Dept.)

Two (2) 2023 RAM 1500 Classic Tradesman ½ Ton Pickup 4X2 Crew Cab (5.6 Ft. Box)
(for Wastewater Dept.)

One (1) 2023 Ford F-150 ½ Ton Pick-up Police Responder XL 4X4 (5.5 ft. Box) (for Police Dept.) (with \$20,000.00 of City-added police equipment);

and,

WHEREAS, the total annual lease cost for the five (5) vehicles shall be \$56,792.00 and the total annual full maintenance costs for the non-police pursuit vehicles shall be \$3,408.00 (the City reimbursing Enterprise Fleet Management, Inc., separately for the actual maintenance costs for the Police Responder), for a total annual cost of \$60,200.00 based on a 60-month term with an estimate of 15,000 annual miles as more particularly set forth on the attached Exhibit 1; and,

WHEREAS, a copy of the proposed lease agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc., which include (1) Master Equity Lease Agreement, (2) Amendment to Master Equity Lease Agreement, (3) Consignment Auction Agreement (whereby Enterprise Fleet Management, Inc., agrees to sell previously leased vehicles at wholesale auctions for a service fee of \$400.00 per vehicle), (4) Maintenance Management and Fleet Rental

Agreement (whereby Enterprise Fleet Management, Inc., agrees, for a fixed monthly fee of \$6.00 per car, to manage the repairs on City-leased police pursuit vehicles which are performed at the City's cost), and (5) Full Maintenance Agreement (whereby Enterprise Fleet Management, Inc., agrees to manage and pay for the repairs to City-leased non-pursuit vehicles at a current monthly fixed cost of between \$69.00 and \$73.00 during the lease term of vehicles up to 100,000 miles), are collectively attached hereto as Exhibit 2 (the "Agreements"); and,

WHEREAS, City staff and the City Attorney have reviewed the proposed Agreements and are agreeable with the terms, believing them to be in the best interest of the City to supply the City with leased vehicles to supplement the existing municipal vehicle fleet; and,

WHEREAS, the Mayor and Council hereby approve the Agreements, it being in the best interest of the City to lease vehicles from Enterprise FM Trust based on the terms and provisions set forth in the Agreements;

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

1. The above recitals are incorporated herein by reference.
2. The Agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc., attached hereto as Exhibit 2 are approved.
3. The City Manager is authorized and directed to sign the Agreements and all other appropriate documents, and to take whatever additional actions are necessary or desirable, to complete the Agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc.

PASSED AND ADOPTED by the Mayor and Council of the City of Garden City, Georgia, this 16th day of January, 2024.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and Approved this 16th day of January, 2024.

BRUCE CAMPBELL, Mayor



City of Garden City 5 Vehicles

Quantity	Year	Make	Model	Series	Aftermarket Included	Down Payment on Aftermarket	Monthly Lease Cost	Annual Lease Cost	Monthly Full Maintenance	Annual Lease Cost Including Maintenance	Residual At Term	Estimated Market Value @ Term	Estimated Equity @ Term
1	2023	Ford	Explorer	XLT 4x2	\$ -	\$ -	\$ 918	\$ 11,016	\$ 73	\$ 11,016	\$ 4,531	\$ 11,412	\$ 6,881
2	2023	Ford	Explorer	XLT 4x2	\$ -	\$ -	\$ 918	\$ 11,016	\$ 73	\$ 11,016	\$ 4,531	\$ 11,412	\$ 6,881
3	2023	Ram	1500 Crew Cab	Tradesman 4x2	\$ -	\$ -	\$ 823	\$ 9,876	\$ 69	\$ 10,704	\$ 4,059	\$ 16,312	\$ 12,253
4	2023	Ram	1500 Crew Cab	Tradesman 4x2	\$ -	\$ -	\$ 823	\$ 9,876	\$ 69	\$ 10,704	\$ 4,059	\$ 16,312	\$ 12,253
5	2023	Ford	F150 Crew Cab	Police Responder 4x4	\$ 20,000	\$ 10,000	\$ 1,227	\$ 14,724	\$ -	\$ 14,724	\$ -	\$ 15,580	\$ 15,580
							\$ 4,709	\$ 56,508	\$ 284	\$ 58,164			\$ 53,848

Total Cost Year 1	\$10,000
Annual Lease Cost	\$56,508
Annual Full Maintenance Cost	\$3,408
Total Cost Year 1	\$69,916
Total Lease Cost Year 2-5	\$56,792

Leases are based on 60 month terms with an estimate of 15,000 Annual Miles

No Mileage Penalties or Wear & Tear Clause

Full Maintenance Available on Non-Pursuit Rated Vehicles. Includes all preventative and non-preventative maintenance except brakes and tires



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

Initials: EFM_____ Customer_____

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

Initials: EFM _____ Customer _____

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____
Signature: _____
By: _____
Title: _____
Address: _____

Date Signed: _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: _____
By: _____
Title: _____
Address: _____

Date Signed: _____

Initials: EFM _____ Customer _____



AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of January, 2024 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into ____ in January, 2024 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Garden City, GA ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 2 of the Master Equity Lease Agreement is amended to read as follows:

The term of this Agreement ("Term") shall commence on the Effective Date and shall continue for one (1) year or upon the lease settlement as defined in Section 3(c) of any remaining scheduled vehicles at that time (the "initial term"). The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule. Thereafter, this Agreement is automatically renewed each year, unless Lessee cancels this Agreement for any reason at all upon sixty (60) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any amounts otherwise owed under this agreement.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

RESPONSIBILITY: To the extent permitted by Georgia law, Lessee shall be responsible for any and all losses that Lessor incurs, or claims, demands, or rights of action that may be asserted at any time against Lessor, which arise as a result of (i) Lessee's breach of this Agreement; (ii) the use, operation or condition of any of the Vehicles, or (iii) Lessee's lease of the Vehicles pursuant to this Agreement. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

Section 14, second paragraph of the Master Equity Lease Agreement is amended to read as follows:

Upon the occurrence of any Event of Default, Lessor, shall provide written notice of Event of Default to Lessee. Lessee shall have ten (10) days (exclusive of Section 11, Insurance) upon receipt of notice to cure the Event of Default. Upon expiration of the ten (10) days without remedy of the Event of Default by the Lessee, Lessor will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

Section 15, first paragraph of the Master Equity Lease Agreement is amended to read as follows:

Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with



or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason, provided, however, that no such assignment, pledge or transfer shall relieve Lessor or Servicer from any of their obligations under this Agreement.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Georgia (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of Lessee to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. Lessor reserves the right to bill for any losses due to early termination of this Agreement resulting from the non-appropriation of funds, in accordance with Georgia state law.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Garden City, GA (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____



Group: 1Z

Customer Number: 623543

Memorandum

To: Adam Harsy

From: Brendon Ross

Date: January 8th, 2024

Subject: **Conversion of Operating Leases to Capital Leases for FASB Statement Purposes**

This is to inform you that Group 1Z has issued the amendment to paragraph 3C of the Master Terms and Conditions to convert the lease between Enterprise FM Trust and **City of Garden City** from an operating lease to a capital lease for FASB statement purposes. This amendment applies to any vehicle now leased or to be leased in the future.

Thanks,

1/8/2024

X Brendon Ross

Brendon Ross

Vice President

Signed by: Kiflom, Tiebe

attachment

Amendment made as of the 8th day of January, 2024 between Enterprise FM Trust ("Lessor") and *City of Garden City* ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

1. In consideration of the continued leasing of vehicles by Lessee from Lessor, Lessor hereby amends the provisions of the Lease(s) in the following respects, for vehicles presently under lease as well as for vehicles to be subsequently leased:

Paragraph 3(c) of the Master Equity Lease Agreement is amended by deleting the existing provision in its entirety and replacing it with the following:

- (c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of (1) the Book Value of such Vehicle over (2) the wholesale value of such Vehicle as determined by Lessor in good faith. If the wholesale value of a Vehicle is greater than the Book Value of such Vehicle, Lessor agrees to pay such excess to Lessee as a terminal rental adjustment after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by the Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.
2. Except as hereby amended, the Lease shall remain in full force and effect as originally written or heretofore amended.

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

1/8/2024

X Brendon Ross

Brendon Ross
Vice President
Signed by: Kiflom, Tiebe



CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and City of Garden City, GA (hereinafter referred to as "CUSTOMER") on this ____ day of January, 2024 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is a Georgia municipal corporation.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$400.00 ("Service Fee") plus towing at prevailing rates.
5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. **Time for Payment:**
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior

to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. **RESPONSIBILITY:** To the extent permitted by Georgia law, Lessee shall be responsible for any and all losses that Lessor incurs, or claims, demands, or rights of action that may be asserted at any time against Lessor, which arise as a result of (i) Lessee's breach of this Agreement; (ii) the use, operation or condition of any of the Vehicles, or (iii) Lessee's lease of the Vehicles pursuant to this Agreement. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee, and the foregoing responsibility provision is not intended to be a waiver of any qualified and limited liability afforded to Lessee pursuant to Georgia law.
8. **Liens, Judgments, Titles and Defects:** CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. **Odometer:** Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.
10. **Bankruptcy:** Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. **Compliance with Laws:** Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. **Insurance:** CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
13. **Term:** This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. **Modification:** No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. **Liability Limit:** In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.
17. **Attorney's Fees:** In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
18. **Authorization:** Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

By _____
Signature

Printed Name:

Title:

_____ Date

"CUSTOMER"

By _____
Signature

Printed Name:

Title:

_____ Date

Exhibit A

Vehicles to Be Sold By Enterprise Pursuant to Consignment Auction Agreement

Vin Number	Year	Make/Model



MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

1. ENTERPRISE CARDS: EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

4. RENTAL VEHICLES: The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

5. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving thirty (30) days written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

7. NOTICES: Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

8. FEES: EFM will charge the Company for the service under this Agreement \$ 6.00 per month per Card.

9. MISCELLANEOUS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

COMPANY: _____

Signature: _____

By: _____

Title: _____

Address:

Date Signed: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

By: _____

Title: _____

Address:

Date Signed: _____

Initials: EFM _____ Company _____



FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the eFleets mobile app and the eFleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM _____ Lessee _____

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____

Date Signed: _____

Initials: EFM _____ Lessee _____

**A RESOLUTION TO RATIFYING EMERGENCY
PURCHASE OF TWO POLICE VEHICLES**

WHEREAS, on November 28, 2023, the City Manager reported to Mayor and Council that the current critical shortage of four (4) police patrol cars caused by recent mechanical failures and vehicle accidents compelled him to make an emergency purchase of a 2023 Dodge Charger from Woody Folsom CDJR of Douglas, Georgia, for the purchase price of \$37,200.00 as reflected on the purchase order attached hereto as Exhibit A, and additional police equipment for installation thereon at the cost of \$22,300.00, for a total price of \$59,500.00; and,

WHEREAS, on December 28, 2023, the City Manager reported to Mayor and Council that one of the Police Department's 2023 Dodge Durangos had just been taken out of service as a result of being struck, thereby necessitating another emergency purchase of a replacement 2023 Dodge Durango (Pursuit) from Ginn Chrysler Jeep Dodge for the purchase price of \$43,780.00 as reflected on the purchase order attached hereto as Exhibit B, and additional police equipment for installation thereon at the cost of \$19,720.00, for a total price of \$63,500.00; and,

WHEREAS, the City Manager's purchases were made on an emergency basis since the current critical shortage of police cars has compromised the Police Department's ability to respond to crime scenes and emergency situations within the City; and,

WHEREAS, Woody Folsom CDJR of Douglas, Georgia, and Ginn Chrysler Jeep Dodge of Covington, Georgia, have previously provided the City with police vehicles and inventory, as well as performed service and repair work on such vehicles and equipment, for more than 30 years, and are knowledgeable of the City's vehicular, servicing, and repair needs; and,

WHEREAS, on or about on November 28, 2023, and December 22, 2023, the City Manager, pursuant to Section 4.10 of the City's Purchasing Manual, Policies and Procedures, submitted to the Mayor and Council records of the above-mentioned emergency purchases, explaining the basis for the emergency, his method for selecting the dealers which were selling the replacement vehicles, and setting forth the amount and type of the vehicle procurement, and the identifying features of the cars; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, that the City Manager's emergency procurement of (1) a 2023 Dodge Charger from Woody Folsom CDJR of Douglas, Georgia, for the purchase price of \$37,200.00, and additional police equipment for installation thereon at the cost of \$22,300.00, for a total price of \$59,500.00, and (2) a 2023 Dodge Durango (Pursuit) from Ginn Chrysler Jeep Dodge

in Covington, Georgia, for the purchase price of \$43,780.00, and additional police equipment for installation thereon at the cost of \$19,720.00, for a total price of \$63,500.00, be ratified and approved as being validly made pursuant to, and in compliance with, Section 4.10 of the City's Purchasing Manual.

ADOPTED AND APPROVED this 16th day of January, 2024.

Rhonda Ferrell-Bowles, Clerk of Council

RECEIVED AND APPROVED this 16th day of January, 2024.

Bruce Campbell, Mayor

EXHIBIT A

22421
**Woody Folsom CDJR
of Douglas**

**Woody Folsom
CDJR of Douglas**

1510 S Peterson Ave
DOUGLAS, GA 31535
Phone: (912) 384-2371

BUYER'S ORDER

CD052336

Stock Number

11/29/2023

Date

Marty Stafford

Salesman

Home _____
Work _____

City of Garden City			/ /		SSN			Phone	
Purchaser's Name 100 Central Ave			Date of Birth GARDEN CITY		SSN			Phone	
Street E-mail: 2023	City gballard@gardencity-ga.gov		<input type="checkbox"/> New	<input type="checkbox"/> Used	<input type="checkbox"/> Demo			GA	31405
Year Year	Make Dodge	Model Charger	Police 4dr Rear	2C3CDXAT7PH588623	PITCH BLACK CLE	CD052336	0	State Stock #	Miles

Trade-In Information:

Year	Make	Model	Body	Serial Number	Color	Stock #	Miles

Payoff on Trade-In Vehicle's To:		
Bank		
Street		
City, State, Zip		
Contact & Phone #		

Automobile Insurance Information:		
Company		
Policy #		
Agent		
Street		
City, State, Zip		
Phone		
Valid Dates		

Vehicle Price	37,200	00
Rebate		
Sub Total	37,200	00
Trade Allowance		00
Difference	37,200	00
Doc Fee		
Theft Registration		
Sub Total	37,200	00
Sales Tax	Tax Rate & County	
Tag Fee		
Title Fee		
GWRA Fee	New Vehicles Only	
Service Contract		
GAP Contract		
Sub Total	37,200	00
Balance Owed on Trade		
Total	37,200	00
Deposit		
Cash on Delivery		
Balance	37,200	00

DISCLAIMER OF WARRANTIES

The seller, **Woody Folsom CDJR of Douglas**, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and the Seller, **Woody Folsom CDJR of Douglas**, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the herein described vehicle.

11/29/2023

Date

Below is the verbiage for the text consent. This "Consent Option" verbiage should be put at the bottom (right above the signature line) of the buyer's order and repair orders.

CONSENT OPTION:

By providing contact information and signing below, primary and secondary buyer(s) give permission to **Woody Folsom CDJR of Douglas** to enroll them in their VIP Club. Buyer(s) agree to receive automated informational and marketing text, emails and phone calls from dealership or assigns. Message and data rates may apply. Buyer(s) should average 3 texts per month. Reply ???and??? to any text to discontinue receiving text messages.

Manager Signature

11/29/2023

Date

Purchaser #1 Signature

11/29/2023

11/29/2023

Date

Purchaser #1 Signature

11/29/2023

Date

**EXHIBIT B****AUTOMOBILE
SALES AGREEMENT**

2251 ACCESS ROAD
COVINGTON, GA 30016-8829
770-786-2271 • FAX 770-786-6015
www.getginn.com

DATE: 12/27/2023	DEAL #: 0033408	CUST #: 092197	E-MAIL: gballard@gardencity-ga.gov
PURCHASER: GARDEN CITY POLICE DEPARTMENT		SALESPERSON: JOSEPH ANNINOS	
CO-PURCHASER:		Home Ph. 912-963-2701 Bus. Ph.	
ADDRESS 100 CENTRAL AVENUE		PREFERRED METHOD OF CONTACT: E-MAIL PHONE	
CITY: GARDEN CITY		STATE: GA	CO. ZIP 31405 MILEAGE 10
New or Used Demo	YEAR 2023	MAKE DODGE	MODEL DURANGO PURSUIT BODY WAGON 4 DOOR
STOCK NO. DZ3202	SER. NO. 1 C 4 S D J F T 5 P C 6 9 0 7 4 5	COLOR BLACK	
DESCRIPTION OF TRADE-IN		SALE PRICE	43780.00
YR.:	MAKE:	TRADE-IN ALLOWANCE	NA
BODY:	COLOR:	CUSTOMER SERVICE FEE	NA
SERIAL #:		TITLE PROCESSING FEE	NA
MILEAGE AT TRADE-IN:	CYL.:	ACCESSORIES	NA
TAG #:	DECAL #:	TAXABLE TOTAL	43780.00
PAYOUT: NA	GOOD TIL:	SALES TAX	NA
Verified by:		TAG AND TITLE	NA
LOAN BALANCE DUE TO:		STATE OF GEORGIA WARRANTY RIGHTS FEE	NA
MGR.		AMOUNT OWED ON TRADE-IN	NA
Lien To:		SERVICE AGREEMENT	NA
Address:		GAP COVERAGE	NA
City:		A&H/LIFE POLICY	NA
Lien Code #:		MAINTENANCE AGREEMENT	NA
Ins. Company:		TIRE AND WHEEL POLICY	NA
Ins. Agent:		TOTAL DUE	43780.00
City: Phone #:		LESS: DOWN PAYMENT	NA
Policy #:		DUE FROM FINANCE COMPANY	NA
Soc. Sec. #:		BALANCE DUE AT DELIVERY	43780.00

BUYER'S ORDER AGREEMENT

As used in this Agreement the terms (a) "Dealer" shall mean the authorized dealer designated in this Agreement, (b) "Purchaser" shall mean the party(ies) executing this Agreement, whether for purchase or lease, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle of chassis, it being understood by the Purchaser and Dealer that Dealer is not the agent of the Manufacturer. The Dealer and Purchaser are the sole parties to this Agreement. Any reference to the Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between the Dealer and Manufacturer with respect to new motor vehicles.

The undersigned Purchaser hereby certifies that he or she is of legal age to execute binding contracts in this State and hereby agrees to purchase/lease from Dealer the vehicle described hereinabove subject to all of the terms, conditions and agreements contained within.

The front and the back of this Agreement, together with any other written agreements executed contemporaneously herewithin, constitute the entire Agreement between the parties pertaining to the subject matter hereof and supersede all prior agreements, understanding, negotiations, and discussions between the parties, whether oral or written. This Agreement cannot be modified except by a written instrument by the parties.

THE ONLY WARRANTIES APPLYING TO THIS VEHICLE ARE THOSE SUPPLIED BY THE MANUFACTURER, IF ANY. THE DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, GENERAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME OR OTHER INCIDENTAL DAMAGES. A USED VEHICLE SOLD/LEASED HEREUNDER IS SOLD "AS IS" WITH ALL FAULTS AND WITHOUT ANY WARRANTY BY DEALER.

For used cars, the information you see on the Buyer's Guide window form for the vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract of sale.

PURCHASER ACKNOWLEDGES THAT HE OR SHE HAS READ, UNDERSTOOD AND AGREES TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS AGREEMENT. BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THIS AGREEMENT IS NOT SUBJECT TO A THREE DAY OR OTHER RIGHT OF RESCISSION UNDER STATE OR FEDERAL LAW.

GINN CHRYSLER JEEP DODGE

12/27/2023

Date:

Purchaser: _____

Date:

Co-Purchaser: _____

AUTHORIZED DEALER REPRESENTATIVE

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, in regular session assembled, that they do hereby appoint _____, _____, _____, and _____, to serve on the City's consolidated Board of Zoning Appeals/Planning Commission for a four (4) year term running from the effective date of this resolution until their respective successors are appointed by City Council at Council's first regular meeting in January 2028.

IN OPEN SESSION this 16TH day of January, 2024.

RHONDA FERRELL BOWLES,
Clerk of Council

Received and Approved this 16TH day of January, 2024

BRUCE CAMPBELL, Mayor