

A G E N D A

City Council Meeting

Monday, November 4, 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

- **FY2025 Budget:** – The City Manager will present the FY2025 Budget for public comment.
- **Alcoholic Beverage License Application:** Receipt of public comment on an alcohol beverage license application made by Rameshbhai Patel to sell wines, beer, and/or malt beverages at GC 05 Inc. (D/B/A GC Stop) 4319 Augusta Road, Garden City, Georgia.

Speaking to a Public Hearing Item Protocol

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

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

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

Procedures for Conducting Public Hearings on Proposed Zoning Decisions:

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

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

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

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

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

➤ **Approval of City Council Minutes**

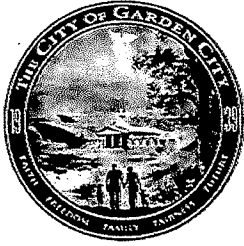
- Consideration of the minutes from the October 21st Pre-Agenda Session and City Council Meeting Minutes.

➤ **City Manager Updates**

➤ **ITEMS FOR CONSIDERATION**

- **Ordinance – De-Annexation (Ogeechee Road Property):** An ordinance to de-annex five (5) lots or certain parcels of land owned by Kevin Beckwith, Belinda Lee LLC, John Kimker III, Eric Kimker and Joseph Kimker, and Ogeechee Intermodal, LLC from the existing corporate limits of Garden City, Georgia.
- **Resolution – 2024 Ram 3500 Pickup (Public Works):** A resolution approving the lease purchasing of a 2024 Ram Model Pick-Up truck from Enterprise FM Trust in amount of \$50,893.00 to be added to the City's vehicle fleet; replacing the 2008 Ford F-250 currently used by the Public Works Department.
- **Resolution – Surplus Fire Engine Sale Agreement:** A resolution by the City of Garden City to enter into a contract with Diesel Power Solutions, LLC in the amount of \$8000 for the sale of two surplus fire pumpers; a 2000 E- One Pumper and a 1995 E-One Pumper; with the funds received from the sale being directed for the Fire budget for future apparatus needs.
- **Resolution – Chief Judge Agreement (Moody):** A resolution by the City Council to authorize the Mayor to execute an agreement between the City and Lindy Moody, which sets forth the terms of Ms. Moody's appointment as the Chief Judge of the Garden City Municipal Court.
- **Resolution – Georgia Ports Authority MOU Agreement (Police Department):** A resolution authorizing the City of Garden City, Georgia to enter into an agreement with Georgia Ports Authority for the provision of mutual law enforcement services during times of emergency and routine police work when mutual aid would best serve the interests of the parties; clarifying the amount of compensation to be paid to the party rendering aid as well as the responsibility for expenses and compensation to employees of the parties under the agreement; designating representatives to serve as a point of contact for the coordination of such mutual aid and assistance; authorizing the City Manager to execute the agreement; and for other purposes.
- **Alcoholic Beverage License Application:** Consideration by the Mayor and Council of an alcohol beverage license application made by Rameshbhai Patel to sell wines, beer, and/or malt beverages at GC 05 Inc. (D/B/A GC Stop) 4319 Augusta Road, Garden City, Georgia.

➤ **ADJOURN**



City of Garden City

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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Date Filed: 7-27-24

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

TOTAL: \$ 1013

-15

Fingerprint
998.00

Business Information

Business Name: GC OS Inc. GCOS Inc

D/B/A/ (if applicable): GC STOP GC STOP

Business Address: 4319 Augusta Rd Business Phone: 912-966-5524

Mailing Address: _____ Emergency Phone: 407-484-6396

(If different from Business Address)

City: Gardencity State: GA Zip Code: 31408

Business Email Address: GCOSINC4319@gmail.com

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

Sell of beer, wine, cigarette, wiscors, Gas & Lottery

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
Rameshchai Patel	1699 Chatham Pkwy, Savannah, GA 31405	100
Rameshbhai		

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

If Yes, describe circumstances: _____

Applicant/Licensee InformationFull Name: Rameshchai PatelHome Address: 1699 Chatham Pkwy Apt 1123A Phone: 407-314-6848City: Savannah State: GA Zip Code: 31405

SSN: _____ Date of Birth: _____ Age: _____

Ever held a similar license: No Year: _____

Describe the interest owned or held by the applicant in the business: _____

Will the applicant operate the business in person? ☒ Yes ☐ No

If No, list the name of the manager: _____

Brief personal history of applicant:

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

Criminal history of applicant (if any): _____

Fingerprints of applicant shall be required with the initial application.

List five character references that will vouch for the applicant:

Name	Address
Ankit Amin	26 teal lake Dr, Savannah, GA 31419
Mukesh Patel	7 C. Osereno Dr, Savannah, GA 31401
Ramni Patel	36 Carlisle way, Savannah, GA 31419
Ashwin Patel	7 Bridlington way, Savannah, GA 31407
Vib Patel	58 Hamilton way, Dr, Pooler, GA 31322

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

R.2. Patel

Applicant's Signature

Sworn to and subscribed before me this

8 day of August, 20 24Lindsay Deyette
Notary Public

LINDSAY DEYETTE
NOTARY PUBLIC
Effingham County
State of Georgia
My Comm. Expires Sept. 25, 2027

THIS PAGE FOR OFFICE USE ONLY

Application received by: Katie Draeger Date: 7/27/24

POLICE DEPARTMENT REVIEW

Fingerprinted by: OK for license SUD Date: 9/20/24

Separate report submitted to the City Administrator:

[Signature] Date: 10/18/24
Police Chief

Public Hearing held on: _____

Date advertised in Savannah Morning News: _____

Action of Council: ☐ Approval ☐ Denial

License(s) Issued: _____ Date: _____

SYNOPSIS

Pre-Agenda Session Monday, October 21, 2024 - 5:30 p.m.

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

Attendees

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

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

Mayor's Updates

No Updates.

City Council Updates

No Updates.

City Manager Updates

The City Manager gave an overview of items on the agenda.

1. Public Hearing

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

2. Approval of City Council Minutes

Consideration of the minutes from the October 7th Pre-agenda Session, City Council meeting minutes and October 14th workshop.

3. Items for Consideration

- (a) The City Manager stated we have a resolution for the Konter Development authorize the execution of the sales transaction of the agreement.
- (b) A resolution for Chatham Engineering proposal service agreement for a new generator or an upgrade to ensure that City Hall has power during outages.

- (c) The CrowderGulf agreement resolution is to ratify for the clean-up for all the storm debris.
- (d) A resolution for a site agreement with the property owners of 1342 Dean Forest Road for the storage and staging of debris.
- (e) The Senior Center Parking lot improvement resolution is for replacement and restriping of the asphalt and the low bidder was Platinum Materials. This item was for this year budgeted at \$80,000.
- (f) The Norfolk Southern lease agreement is for the abandoned railroad right-of-way where the tracks were being taken up, located at Rowe Avenue and Pipe Makers Canal along Pipkin Avenue. There's an application fee of \$500 with a \$300 annual lease fee.

City Manager and Recreation Director addressed concerns by Council regarding the lease agreement regarding the application fee, the annual increase, maintenance, and contract end date. Council discussed the upgrades, the maintenance and guarantees of property use.

- (g) The write-off of 2017-2018 utility account receivables deemed uncollectible is a housekeeping item which a request for authorization that is outside the statute of limitations for recovery.
- (h) The remaining three items are for alcohol beverage license application considerations.

City Attorney stated the first item for consideration is for Mayor and Council to consummate the sale agreement.

IT/Special Projects Director to ride City regarding debris cleanup from Hurricane Helene.

Adjournment: Given no other items to discuss, the Mayor and City Council adjourned the pre-agenda session at approximately 5:46p.m.

Transcribed & submitted by: The Clerk of Council

Accepted & approved by: The City Council 11-04-24

MINUTES

City Council Meeting Monday, October 21, 2024 – 6:00 p.m.

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

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

Roll Call

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

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

Informal Public Comment: Richard Coleman stated he is a candidate for Sheriff of Chatham County. He stated that he has a 31-year career in law enforcement that includes a Bachelor of Science in criminal justice with a master's degree in public administration. Mr. Coleman stated that his agenda is to address staffing, jail and mental health concerns. He stated he plans to return in person visitation and be pro law enforcement. He concluded that citizen tax dollars are paid for help in conjunction with other jurisdictions and looks forward to building a stronger relationship with those jurisdictions.

Keith Jenkins stated that he is from Hinesville and served as the Mayor Pro-tem for the City of Hinesville. Mr. Jenkins complimented the City Hall building and stated it is an honor to sit in and listen to the City Council meeting.

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

Public Hearings: Alcoholic Beverage License Application: Receipt of public comment on an alcohol beverage license application made by Ibrahim M. Saliba to sell wines, beer, and/or malt beverages at Gregory M. Parker, Inc. (D/B/A Parker's #39) 4219 Augusta Road, Garden City, Georgia.

Alcoholic Beverage License Application: Receipt of public comment on an alcohol beverage license application made by Itzhel I. Cortez Cano to sell wines, beer, and/or malt beverages at Laguna Mexican Grill & Bar, LLC, 174 Minus Ave, Garden City, Georgia.

Alcoholic Beverage License Manager's Application: Receipt of public comment on a manager's alcohol beverage license application made by Amber Kaluzynaki to sell wines, beer, and/or malt

beverages at Love's Travel Stops & Country Stores, Inc. (D/B/A Love's Travel Stop #893) 2 Sonny Perdue Drive, Garden City, Georgia.

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

City Council Minutes: Councilmember Daniel motioned to approve the minutes from the October 7th Pre-Agenda Session, City Council Meeting minutes and October 14th workshop. The motion was seconded by Councilmember Hall. Councilmember Ruiz abstained from voting due to being absent from the workshop. The motion passed with Councilmember Daniel, Councilmember Hall, Councilmember Morris, Councilmember Tice and Mayor Campbell voting in favor of the motion.

Items for Consideration

Resolution – Konter Sales Agreement: The Clerk of Council read the heading of a resolution authorizing the Mayor and Council to consummate the sale agreement with Konter Development Company, Inc. measuring approximately 10.70 acres located along the northern side of the U.S. Highway 80 at 2779 U.S. Highway 80; to authorize the Mayor to execute the sales transaction.

Councilmember Ruiz made a motion to approve the resolution. The motion was seconded by Councilmember Tice and passed without opposition.

Resolution – Chatham Engineering, LLC Service Proposal Agreement: The Clerk of Council read the heading of a resolution authorizing the City of Garden City to engage the services of Chatham Engineering, LLC in connection with adding a generator or upgrading the current generator in city hall; to authorize the City Manager to execute a letter of proposal for such services; and for other purposes.

Councilmember Tice made a motion to approve the resolution for the Chatham Engineering service proposal agreement. The motion was seconded by Councilmember Hall and passed without opposition.

Resolution – CrowderGulf Debris Removal Agreement: The Clerk of Council read the heading of a resolution approving the ratification of the City Manager's notice to proceed performing storm debris removal, reduction, and disposal services in connection with Hurricane Helene pursuant to contract dated January 1, 2022; approving the allocation of an amount not to exceed \$1,500,000.00 for such services; authorizing the City Manager to execute all documents necessary to effectuate the purchase of such services; providing an effective date; and for other purposes.

Councilmember Morris asked if this resolution qualifies for FEMA reimbursement. City Manager confirmed that the costs will be recovered per the emergency declaration.

Councilmember Morris made a motion to approve the resolution. The motion was seconded by Councilmember Hall and passed without opposition.

Resolution – Debris Staging Site Agreement (1342 Dean Forest Road): The Clerk of Council read the heading of a resolution of the Mayor and Council authorizing the execution of a lease agreement with Katherine C. Ward, Jim Rabbon Ward, III and Melissa Albrecht for use of a 6.14 acre parcel located at

1342 Dean Forest Road for use as a temporary debris staging and reduction site to store, manage and reduce storm debris generated by Hurricane Helene; and for other purposes.

Councilmember Hall made a motion to approve the resolution. The motion was seconded by Councilmember Ruiz and passed without opposition.

Resolution – Senior Center Parking Lot Improvements: The Clerk of Council read the heading of a resolution by the City of Garden City to enter into a contract with Platinum Materials, LLC in the amount of \$71,301.77 for the replacement of the deteriorating parking lot at the Senior Citizen Center located at 78 Varnedoe Avenue in Garden City, Georgia.

Councilmember Tice made a motion to approve the resolution. The motion was seconded by Councilmember Ruiz and passed without opposition.

Resolution – Norfolk Southern Lease Agreement: The Clerk of Council read the heading of a resolution of the Mayor and Council approving and authorizing an execution of a lease agreement between Norfolk Southern Railway Company and Garden City, Georgia for a 264,000 square foot tract of abandoned railroad right-of-way located at mile post FL4 running between Rowe Avenue and Pipe Makers Canal along Pipkin Avenue; making other findings and provisions related to the subject lease; and declaring an effective date.

Councilmember Tice made a motion to approve the resolution. The motion was seconded by Councilmember Ruiz. Councilmember Hall voted to deny the motion. The motion passed with Councilmember Daniel, Councilmember Morris, Councilmember Ruiz, Councilmember Tice and Mayor Campbell voting in favor of the motion.

Write-Off of 2017-2018 Utility Accounts Receivables Deemed Uncollectible: The Clerk of Council read the heading for a consideration by the Mayor and City Council authorizing the write-off of the 2017-2018 utility accounts (bad debt) totaling \$88,603.49 that staff has identified as outside of the statute of limitations or recovery (older than six years) and therefore deemed uncollectible.

Councilmember Ruiz made a motion to approve the consideration. The motion was seconded by Councilmember Hall and passed without opposition.

Alcoholic Beverage License Application: The Clerk of Council read the heading for a consideration by the Mayor and Council of an alcohol beverage license application made by Ibrahim M. Saliba to sell wines, beer, and/or malt beverages at Gregory M. Parker, Inc. (D/B/A Parker's #39) 4219 Augusta Road, Garden City, Georgia.

Councilmember Daniel made a motion to approve the application. The motion was seconded by Councilmember Ruiz and passed without opposition.

Alcoholic Beverage License Application: The Clerk of Council read the heading for a consideration by the Mayor and Council of an alcohol beverage license application made by Itzhel I. Cortez Cano to sell wines/beer, and/or malt beverages at Laguna Mexican Grill & Bar, LLC , 174 Minus Avenue, Garden City, Georgia.

Councilmember Hall made a motion to approve the application. The motion was seconded by Councilmember Ruiz and passed without opposition.

Alcoholic Beverage License Manager's Application: The Clerk of Council read the heading for consideration by the Mayor and Council of a manager's alcohol beverage license application made by Amber Kaluzynaki to sell wines, beer and/or malt beverages at Love's Travel Stops & Country Stores, Inc. (D/B/A Love's Travel Stop #893) 2 Sonny Perdue Drive, Garden City, Georgia.

Councilmember Tice made a motion to approve the application. The motion was seconded by Councilmember Ruiz and passed without opposition.

Adjournment: Given no other items on the agenda to discuss, Mayor Campbell called for a motion to adjourn the meeting. Councilmember Tice motioned to adjourn the meeting at approximately 6:18 p.m. The motion was seconded by Councilmember Ruiz and passed without opposition.

Transcribed & submitted by: The Clerk of Council

Accepted & approved by: The City Council on November 4, 2024

ORDINANCE 2024-

TO DE-ANNEX CERTAIN PROPERTIES OWNED BY (1) KEVIN BECKWITH (PROPERTY IDENTIFICATION NO. 6-0991-06-004), (2) BELINDA LEE LLC (PROPERTY IDENTIFICATION NO. 6-0991-06-003), (3) JOHN KIMKER, III, ERIC KIMKER, AND JOSEPH KIMKER (PROPERTY IDENTIFICATION NOS. 6-0990D-01-005 AND 6-0990D-1-006), AND (5) OGEECHEE INTERMODAL, LLC (PROPERTY IDENTIFICATION NO. 6-990D-01-007) FROM THE EXISTING CORPORATE LIMITS OF GARDEN CITY, GEORGIA, PURSUANT TO OFFICIAL CODE OF GEORGIA ANNOTATED SECTION 36-36-22; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF GARDEN CITY, GEORGIA:

WHEREAS, the following owners of the lands currently within the corporate limits of Garden City, Georgia, identified beside their respective names have submitted an application requesting de-annexation from Garden City as provided by Official Code of Georgia Annotated Section 36-36-22:

<u>Owners</u>	<u>Legal Description/Address</u>	<u>PROPERTY I.D. NO.</u>
(a) Kevin Beckwith	Lot 14, Section C, Silk Hope Plantation Garden City, Chatham County Georgia (a/k/a 5231 Ogeechee Rd., Garden City, Georgia) [See attached Exhibit "A" for plat] Current zoning: R-A (Residential/Agricultural)	6-0991-06-004
(b) Belinda Lee LLC	Lot 24, Lot 25, and a 30' Wide Unopened Road, Silk Hope Plantation, Garden City Chatham County, Georgia [See attached Exhibit "B" for plat] Current zoning: C-2 (Heavy Commercial)	6-0991-06-003
(c) John Kimker, III, Eric Kimker, and Joseph Kimker	Southeastern portion of Lot 39, the Southern Portion of Lot 38, and the Southwestern Portion of Lot 37, Silk Hope Plantation, Garden City, Chatham County, Georgia [See attached Exhibit "C" for plat] Current Zoning: C-2 (Heavy Commercial)	6-0990D-01-006

d) John Kimker, III, Eric Kimker, and Joseph Kimker	Lot 37A, Silk Hope Plantation, Garden City, Chatham County, Georgia [See attached Exhibit "D" for plat]	6-0990D-01-005
	Current Zoning: I-1 (Light Industrial)	
(e) Ogeechee Intermodal, LLC	Lot 37B, Silk Hope Plantation, Garden City, Chatham County, Georgia [See attached Exhibit "E" for plat]	6-990D-01-007
	Current Zoning: I-1 (Light Industrial)	

WHEREAS, the application for de-annexation appears to be in proper form and to be made by all of the owners of all of the lands sought to be annexed, said properties being one body collectively and adjoining the municipal limits of Garden City by at least fifty (50') feet; and,

WHEREAS, the provisions of Chapter 36 of Title 36 of the Official Code of Georgia Annotated (O.C.G.A. Section 36-36-20 et seq.) have been complied with; and,

WHEREAS, THE Mayor and Council for Garden City, Georgia, has determined that the de-annexation of the properties proposed to be de-annexed would be in the best interest of the residents and/or owners of the properties proposed for de-annexation and of the citizens of the City;

NOW, THEREFORE BE IT ORDAINED by the Mayor and Council of Garden City, Georgia, in regular meeting of Council assembled and pursuant to lawful authority thereof:

Section 1. The following described tracts:

Parcel One

All that certain lot, tract or parcel of land situate, lying and being in Garden City, Chatham County, Georgia, and being known as Lot Number Fourteen (14), Section C, of a Subdivision of Silk Hope Plantation lying South of the Ogeechee Road according to a map or plat thereof originally recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 9-G, Page 473, now being recorded in Historical Map Book 4, Page 74, in said Clerk's Office, said property also being shown upon a map recorded in said Clerk's Office in Map Book A, Page 200, and in Plat Record Book B, Page 9, and being bounded as follows: on the North by Lot Number Twenty-Four (24) and Lot Number Twenty-Five (25), said Section and Subdivision; on the East by Lot Number Thirteen (13), said Section and Subdivision; on the South by Oakland Plantation; and on the West by the mean low water mark of Salt Creek. Reference is further made to that certain map or plat entitled "Plat of Lot Fourteen (14) of that Portion of Silk Hope Plantation South of the Ogeechee Road & a 65' Right-of-Way" prepared by Bert B. Barrett, Georgia Registered Land Surveyor No. 1239, dated October 28, 1972, of record in the aforesaid Clerk's Office in Plat Record Book W, Folio 92.

The above-described real property and the improvements thereon have been assigned a Property Identification Number of 6-0991-06-004 by Chatham County, and are more commonly known as 5231 Ogeechee Road, Garden City, Georgia 31405.

Parcel Two

All those certain lots, tracts or parcels of land, situate, lying and being in Garden City, Chatham County, Georgia, shown and designated as Lot Number Twenty-Four (24), Lot Number Twenty-Five (25), and an "Unopened 30' Roadway" on that certain plat of survey dated May 26, 2007, as revised on December 10, 2015, and on March 4, 2016, prepared by Vincent Helmly, Georgia Registered Land Surveyor No. 1882, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Book 50, Page 443, said plat being incorporated herein by reference and being made a part hereof for better determining the metes, bounds, courses, and distances of the subject property.

The above-described real property has been assigned a Property Identification Number of 6-0991-06-003 by Chatham County, Georgia.

Parcel Three

All those certain lots, tracts or parcels of land, situate, lying and being in Garden City, Chatham County, Georgia, shown and designated as the Southeastern Portion of Lot Number Thirty-Nine (39), the Southern Portion of Lot Number Thirty-Eight (38), and the Southwestern Portion of Lot Number Thirty-Seven (37), Silk Hope Plantation, on that certain plat of survey dated May 26, 2007, as revised on December 10, 2015, and on March 4, 2016, prepared by Vincent Helmly, Georgia Registered Land Surveyor No. 1882, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Book 50, Page 443, said plat being incorporated herein by reference and being made a part hereof for better determining the metes, bounds, courses, and distances of the subject property.

The above-described property has been assigned a Property Identification Number of 6-0990D-01-006 by Chatham County, Georgia.

Parcel Four

All that certain lot, tract or parcel of land, situate, lying and being in Garden City, Chatham County, Georgia, shown and designated as Lot 37A, Salt Creek Plantation, on that certain plat of survey prepared by Thomas G. Gammon, Georgia Registered Land Surveyor No. 3005, dated January 12, 2021, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Book 53, Page 341, said plat being incorporated herein by reference and being made a part hereof for better determining the metes, bounds, courses, and distances of the subject property.

The above-described property has been assigned a Property Identification Number of 6-0990D-01-005 by Chatham County, Georgia.

Parcel Five

All that certain lot, tract or parcel of land, situate, lying and being in Garden City, Chatham County, Georgia, shown and designated as Lot 37B, Salt Creek Plantation, on that certain plat of survey prepared by Thomas G. Gammon, Georgia Registered Land Surveyor No. 3005, dated January 12, 2021, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Book 53, Page 341, said plat being incorporated herein by reference and being made a part hereof for better determining the metes, bounds, courses, and distances of the subject property.

The above-described property has been assigned a Property Identification Number of 6-0990D-01-007 by Chatham County, Georgia.

are hereby de-annexed from Garden City, Georgia. The plats of the de-annexed properties are attached hereto as Exhibits "A" through "E" (as referenced above) and are incorporated herein by reference.

Section 2. The Clerk of Council is hereby authorized and directed to send a copy of this Ordinance to the County Manager of Chatham County, Georgia, within ten (10) days of its passage.

Section 3. This Ordinance shall be effective on the first day of the month following the month during which the requirements of Article 2, 3, or 4, of Chapter 36 of Title 36 of the Official Code of Georgia Annotated, whichever are applicable, have been met. One such requirement is the passage of a resolution by the Chatham County, Georgia, Board of Commissioners consenting to the de-annexation of the properties described in Section 1 hereof. For ad valorem tax purposes, the annexation shall become effective on December 31, 2024, conditioned upon all of the applicable annexation requirements being met. If the Board of Commissioners for Chatham County, Georgia, does not adopt a resolution consenting to the de-annexation of the properties described in Section 1, this Ordinance shall be deemed repealed as of December 31, 2024, and shall have no further force or effect.

Section 4. Within thirty (30) days following the last day of the quarter in which the de-annexation becomes effective, the Clerk of Council is instructed to send to Chatham County, Georgia, and the Georgia Department of Community Affairs, a report that includes certified copies of this Ordinance, the name of the county in which the properties being de-annexed are located, the legal authority under which the de-annexation was accomplished, the enactment date and effective date of the de-annexation ordinance, and a letter from the City stating the intent to remove the de-annexed areas from the census maps during the next regularly scheduled boundary and annexation survey of the City and stating that the survey map will be completed and returned to the Census Bureau.

Section 5. All ordinances and parts of ordinances in conflict with this Ordinance are repealed.

ADOPTED this the 4th day of November, 2024, by the Mayor and Council of the City of Garden City, Georgia.

TONYA ROPER,
Clerk of Council

RECEIVED AND APPROVED this 4th day of November, 2024.

BRUCE CAMPBELL, Mayor

Read first time:

Read second time and passed:

EXHIBIT "A"

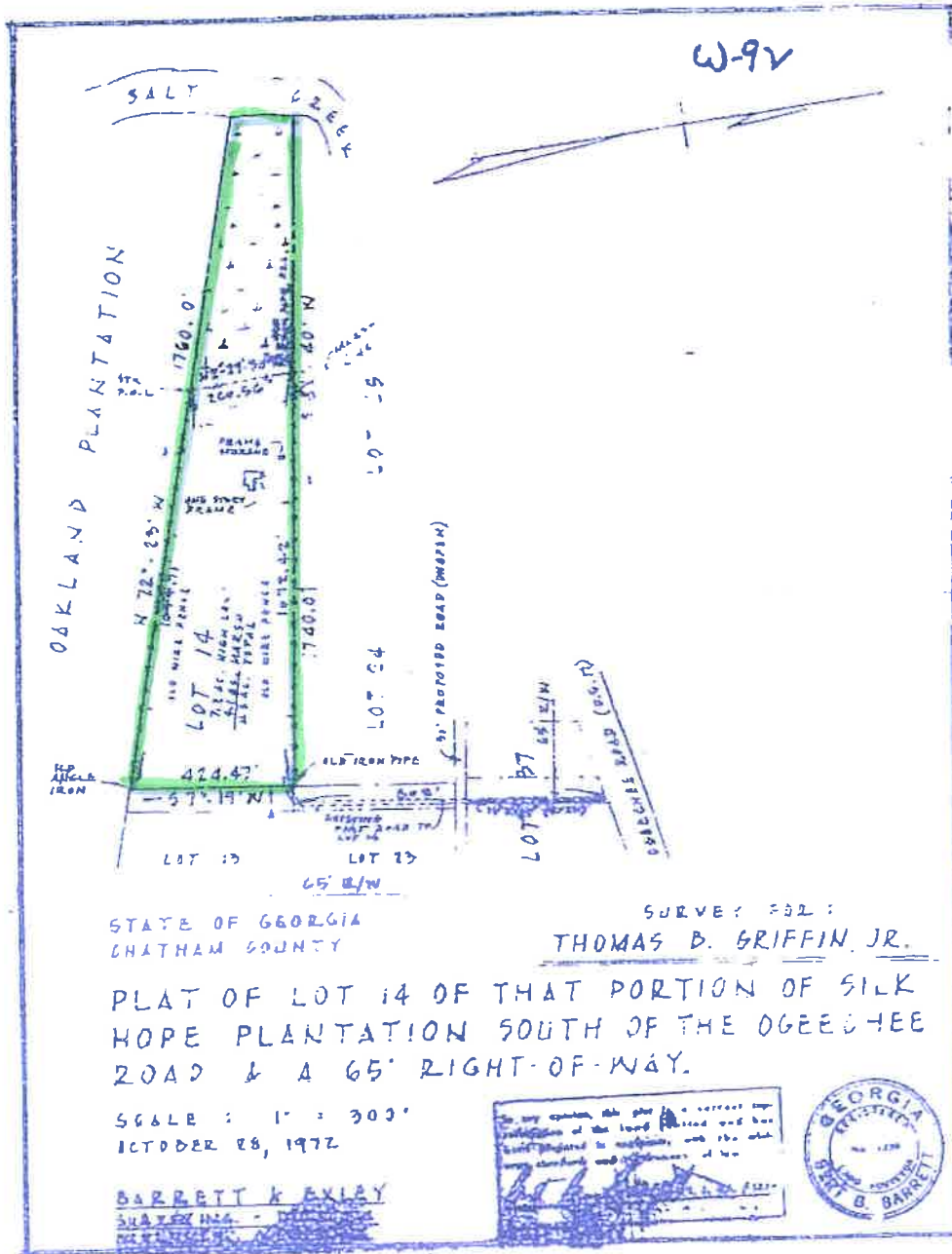
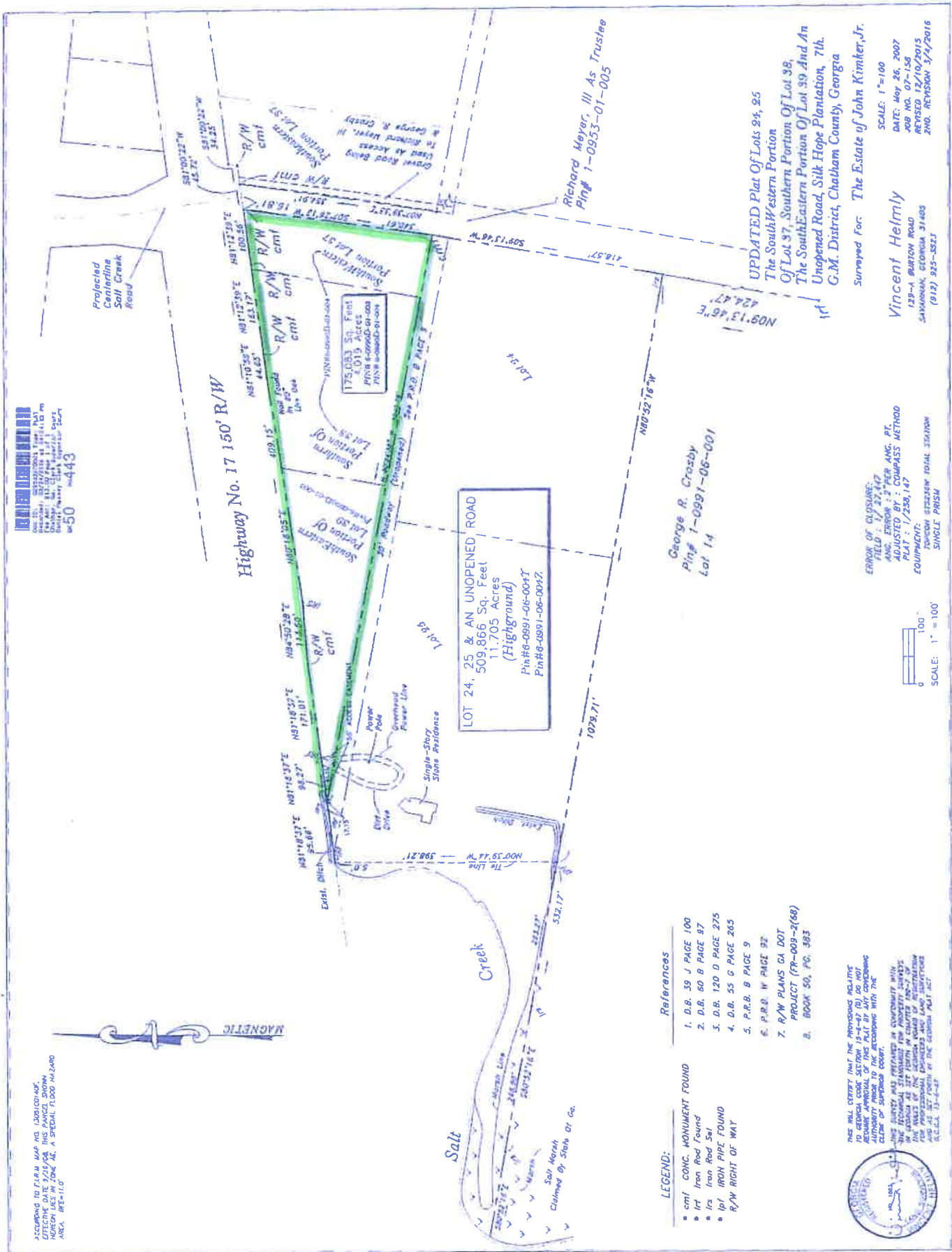


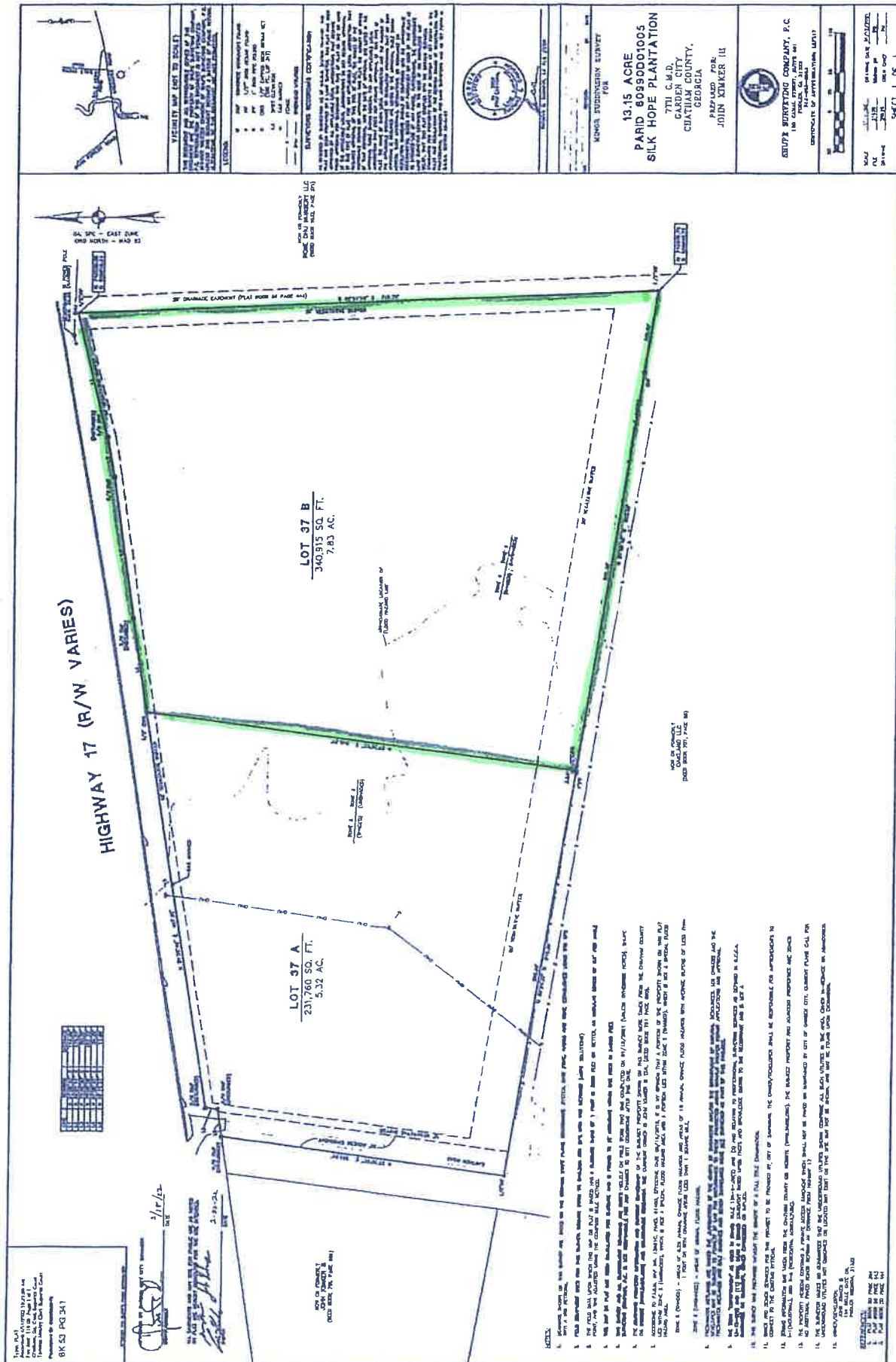
EXHIBIT "B"



EXHIBIT "C"







**RESOLUTION APPROVING THE LEASE-PURCHASING OF A 2024 RAM MODEL
3500 PICK-UP TRUCK FROM ENTERPRISE FM TRUST TO BE ADDED TO THE
CITY'S VEHICLE FLEET**

WHEREAS, the City is in need of replacing the 2008 Ford F-250 pick-up truck currently used by the Public Works Department with a comparable 2024 Ram 3500 Tradesman 4 x 4 Crew Cab (8 ft. Box) which has the capability of towing the City's excavator and asphalt rollers.

WHEREAS, on or about January 16, 2024, the City entered into a Master Equity Lease Agreement, as modified by an Amendment to Master Equity Agreement of even date, with Enterprise FM Trust, a Delaware statutory trust doing business as "Enterprise Fleet Management," for the lease-purchase of vehicles to supplement the current City vehicle fleet, and additionally entered into a Full Maintenance Agreement of even date with Enterprise Fleet Management, Inc., to manage and pay for the repairs to City-leased vehicles at a fixed cost during the lease term of vehicles up to 75,000 miles; and,

WHEREAS, the benefits of lease-purchasing the needed 2024 Ram 3500 truck from Enterprise Fleet Management pursuant to the above-mentioned Agreements, as opposed to buying it, include: (1) engaging the fleet management services provided by Enterprise Fleet Management, Inc., for the vehicle; (2) maintaining a fleet with the most current technological advances; (3) providing budget stability with more consistent cash outlay; (4) maximizing potential equity of vehicles at the time of resale; (5) reducing operational expenses; and (6) increasing safety for the drivers of City vehicles; and,

WHEREAS, the City desires to lease-purchase the above-described 2024 Ram 3500 truck from Enterprise FM Trust for a (5) year term; and,

WHEREAS, the total lease-purchase cost for the 2024 Ram 3500 truck will be \$50,893.00 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, the monthly rental cost for the vehicle is \$ 25.13; and,

WHEREAS, the Mayor and Council are desirous of taking advantage of the current optimal lease-purchase charges set forth above by authorizing the City Manager to immediately order from Enterprise Fleet Management the above-mentioned vehicle to lease for a five (5) year term, and then purchase, based on the terms and provisions set forth in the January 16, 2024 Master Equity Lease Agreement, as amended, at the lease-purchase rate set forth above;

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 City Manager is authorized and directed to forthwith sign the appropriate documents, and to immediately take whatever additional actions are necessary or desirable, to lease the above-mentioned vehicle from Enterprise Fleet Management for a five-year term, and then purchase it based on the terms and provisions set forth in the January 16, 2024 Master Equity Lease Agreement between the City and Enterprise FM Trust, as amended, at the lease-purchase rates set forth in the attached Exhibit 1.

PASSED AND ADOPTED by the Mayor and Council of the City of Garden City, Georgia, this 4th day of November, 2024.

TONYA ROPER, Clerk of Council

Received and Approved this 4th day of November, 2024.

BRUCE CAMPBELL, Mayor

Prepared For: City of Garden City
Draeger, KatieDate 10/30/2024
AE/AM KW0/DAG

Unit

Year 2024 Make RAM Model 3500

Series Tradesman 4x4 Crew Cab 8 ft. box 169.5 in. WB

Vehicle Order Type In-Stock Term 60 State GA Customer# 623543

\$ 50,893.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges <u>0.0000%</u> State <u>GA</u>
\$ 39.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 750.00 *	Other: (See Page 2)
\$ 50,892.00 *	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name
Exterior Color (0 P) Bright White Clearcoat
Interior Color (0 I) Diesel Gray/Black w/HD Vinyl 40/20/40 S
Lic. Plate Type Government
GVWR 0

\$ 1.00	Total Capitalized Amount (Delivered Price)
\$ 0.02	Depreciation Reserve @ <u>1.5000%</u>
\$ 25.13	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 25.15	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.0045 Per Mile</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00	Tax <u>0.0000%</u> State <u>GA</u>
---------	------------------------------------

\$ 25.15 Total Monthly Rental Including Additional Services

\$ -0.20	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Garden City

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 200.00
Transport	B	\$ 550.00
Courtesy Delivery Fee	B	\$ 0.00
Total Other Charges Billed		\$ 750.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 750.00

**VEHICLE INFORMATION:**

2024 RAM 3500 Tradesman 4x4 Crew Cab 8 ft. box 169.5 in. WB - US

Series ID: D28L92

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$49,987	\$52,925.00
Total Options	\$4,409.00	\$4,790.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$56,391.00	\$59,710.00

SELECTED COLOR:

Exterior: PW7-(0 P) Bright White Clearcoat

Interior: X8-(0 I) Diesel Gray/Black w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2GA	Quick Order Package 2GA Tradesman	NC	NC
A61	Tradesman Level 1 Equipment Group	NC	NC
ADB	Protection Group	\$133.00	\$145.00
AMP	Chrome Appearance Group	\$1,519.00	\$1,650.00
APA	Monotone Paint	STD	STD
CBE	40/20/40 Split Bench Seat	Included	Included
CDP	4 Way Front Headrests	Included	Included
CDR	Front Armrest w/Cupholders	Included	Included
CFM	Rear Folding Seat	Included	Included
CSJ	2 Way Rear Headrest Seat	Included	Included
DFX	Transmission: 8-Speed Auto (8HP75-LCV)	STD	STD
DME	3.73 Axle Ratio	STD	STD
ESB	Engine: 6.4L V8 Heavy Duty HEMI MDS	STD	STD
GT2	Power Heat Fold Telescopic Mirrors	Included	Included
JJ1	Trailer Light Check	Included	Included
JLP	GPS Antenna Input	Included	Included
JVA	Manual Adjust 4-Way Driver Seat	Included	Included
JWA	Manual Adjust 4-Way Front Passenger Seat	Included	Included
LA5	Selectable Tire Fill Alert	Included	Included
LAY	LED Tail Lamps	Included	Included
LE4	Black Exterior Mirrors	Included	Included
LEB	Exterior Mirrors w/Supplemental Signals	Included	Included
LEC	Exterior Mirrors Courtesy Lamps	Included	Included
LF2	Power Adjust Mirrors	Included	Included
LF3	Manual Telescoping Mirrors	Included	Included
LFD	Manual Folding Exterior Mirrors	Included	Included
LFX	Power-Adjustable Convex Aux Mirrors	Included	Included
LNJ	Front Fog Lamps (Fleet)	\$180.00	\$195.00
LNJ	Mirror Running Lights	Included	Included
MAF	Matte Black Mesh w/Chrome Grille	Included	Included
MBF	Bright Rear Bumper	Included	Included
MCT	Bright Front Bumper	Included	Included
MFP	Chrome Headlamp Bezels	Included	Included



CODE	DESCRIPTION	INVOICE	MSRP
MNQ	Chrome Grille Surround	Included	Included
NAS	50 State Emissions	NC	NC
NHJ	Exterior Mirrors w/Heating Element	Included	Included
PW7_01	(0 P) Bright White Clearcoat	NC	NC
R05	All R1 Low Radios	Included	Included
RAA	All Radio Equipped Vehicles	Included	Included
RDG	Global Telematics Box Module (TBM)	Included	Included
RF5	Google Android Auto	Included	Included
RFL	8.4" Touchscreen Display	Included	Included
RFP	Apple CarPlay	Included	Included
RSD	SiriusXM Satellite Radio	Included	Included
RTE	Bluetooth Handsfree Phone & Audio	Included	Included
RTF	Integrated Center Stack Radio	Included	Included
RTM	Connectivity - US/Canada	Included	Included
RTQ	4G LTE Wi-Fi Hot Spot	Included	Included
TCN	Tires: LT275/70R18E BSW AS	STD	STD
TX	HD Vinyl 40/20/40 Split Bench Seat	STD	STD
UBD	Radio: Uconnect 5 w/8.4" Display	\$749.00	\$815.00
WBH	Wheels: 18" x 8.0" Steel Chrome Clad	Included	Included
WKN	18" Steel Spare Wheel	Included	Included
WMG	Bright Wheel Skins	Included	Included
WMJ	Center Hub	Included	Included
X8_01	(0 I) Diesel Gray/Black w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
X9B	SiriusXM Radio Service	Included	Included
X9E	For Details Visit DriveUconnect.com	Included	Included
X9H	For More Info, Call 800-643-2112	Included	Included
XAA	ParkSense Rear Park Assist System	\$272.00	\$295.00
XAN	Blind Spot & Cross Path Detection	\$640.00	\$695.00
XEF	Transfer Case Skid Plate Shield	Included	Included
XHC	Trailer Brake Control	\$364.00	\$395.00
XMF	MOPAR Spray In Bedliner	\$552.00	\$600.00
XRБ	Integrated Voice Command w/Bluetooth	Included	Included
Z8R	GVWR: 11,400 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Bed Liner: bed liner
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class V trailering with harness, hitch, brake controller
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning manual air conditioning
Air Filter: air filter
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Passive Entry: Keyless Go proximity key
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: RAM Connect emergency communication system
Voice Recorder: voice recorder
Front Cupholder: front and rear cupholders
Floor Console: partial floor console with box
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Rear Underseat Storage Tray: rear underseat storage tray
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Speakers: 6 speakers
Internet Access: 4G LTE Wi-Fi Hot Spot internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off reflector halogen headlamps
Front Fog Lights: front fog lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: deep-tinted windows

Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense rear parking sensors
Trip Odometer: trip odometer
Blind Spot Sensor: blind spot
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Water Temp Warning: water-temp. warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer
Tracker System: tracker system
Electronic Stability: electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear full bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: vinyl front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome/metal-look interior accents

Standard Engine:

Engine 410-hp, 6.4-liter V-8 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

GARDEN CITY RESOLUTION

WHEREAS, Garden City, Georgia, desires to enter into a contract for the sale of the two surplus fire pumpers listed: 2000 E-One Pumper Vin# 4ENRAAA86Y1002890 and a 1995 E-One Pumper Vin# 4ENRAAA87S1004610.

WHEREAS, the City solicited competitive bids for the two E-One Pumpers for the duration of 30 days on the public market and,

WHEREAS, invitation for bids was advertised on the Garden City Public web page starting September 20, 2024, through October 11, 2024, and,

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

WHEREAS, the City obtained the following one (1) bid for the two E-One Pumpers before the bid deadline on October 11, 2024:

<u>Bidder</u>	<u>Bid Amount</u>
Diesel Power Solutions, LLC 430 Hodgeville Road Guyton, Georgia 31312 912-728-8770	\$8,000.00

WHEREAS, based on criteria including, but not limited to, price, ability, qualifications, and experience, the Chief of Fire for the Garden City Fire Department has concluded that Diesel Power Solutions, LLC is the highest responsive and responsible bidder for the two E-One Pumpers.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Garden City, Georgia, that Diesel Power Solutions, LLC is the highest responsive and responsible bidder for the two E-One Pumpers, be awarded to such company.

BE IT FURTHER RESOLVED, the funds received from the sale shall be directed to monies for the Fire budget for future apparatus needs.

Adopted this ____ day of November, 2024.

TONYA ROPER
Clerk of Council

RECEIVED AND APPROVED this ____ day of November, 2024.

BRUCE CAMPBELL, Mayor

GARDEN CITY RESOLUTION

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, that **LINDY MOODY**, as a duly qualified member in good standing of the State Bar of Georgia, and admitted to practice before the appellate courts of this State, be appointed as Chief Judge of the Garden City Municipal Court commencing on the earlier of the resignation of the current Chief Judge, Judge Crystal D. Harmon, and January 1, 2025, and terminating on December 31, 2026, and until Ms. Moody's successor is appointed and qualified, for the purpose of exercising all of the authority and duties of such position as are set forth in Article IV, Section 4.11 (a) of the Garden City, Georgia, Charter, in compliance with all applicable laws, statutes, and ordinances of Garden City, the State of Georgia, and the United States of America.

BE IT FURTHER RESOLVED that before Ms. Moody commences performance of her duties and responsibilities as the Chief Judge of the Garden City Municipal Court, she be given his oath of office as required by Article IV, Section 4.11 (e), of the Garden City, Georgia, Charter, that the oath be entered upon the minutes of City Council, and that her name, contact information for business correspondence, and term of office be provided to the Georgia Administrative Office of the Courts.

BE IT FURTHER RESOLVED that the City Manager execute that certain agreement between the City and Ms. Moody attached hereto as Exhibit "A" which sets forth the terms of Ms. Moody's appointment as the Chief Judge of the Garden City Municipal Court with the exception of the amount of compensation which the City Manager and Ms. Moody will agree upon within the limits set by the City's FY 2025 budget and then insert into the agreement before executing same.

IN OPEN SESSION this 4th day of November, 2024.

TONYA ROPER
Clerk of Council

Received and approved this 4th day of November, 2024.

BRUCE CAMPBELL, Mayor

EXHIBIT "A"

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

THIS AGREEMENT is made this _____ day of November, 2024, by and between **GARDEN CITY, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as the "City"), and **LINDY MOODY** of Chatham County, Georgia (hereafter referred to as "Ms. Moody").

WHEREAS, the City desires to appoint and engage Ms. Moody to exercise the powers, and to perform the duties and responsibilities, as Chief Judge of the Municipal Court of Garden City, Georgia.

NOW, THEREFORE, in consideration of the forgoing and the mutual promises and covenants herein contained, the parties, intending to be legally bound, agree as follows:

Section 1. **Appointment and Services to be Rendered.** The City appoints Ms. Moody as Chief Judge of the Garden City Municipal Court and authorizes her to exercise any and all powers associated with such position as set forth in the applicable provisions of State law as well as the City Charter and ordinances. As Chief Judge, Ms. Moody is required by the City to perform, and Ms. Moody agrees to perform, all the duties and responsibilities of the Chief Judge of the Municipal Court of Garden City, Georgia, which duties and responsibilities include the following:

- (i) Presiding over approximately seventy-five (75%) percent of the scheduled court sessions pursuant to a court schedule established by City ordinance or, in the absence of an applicable ordinance, by the Chief Judge to ensure that the court dockets are kept current.
- (ii) Signing arrest warrants and conducting arraignments on an as-needed basis.
- (iii) Establishing rules and procedures for the Municipal Court to follow unless otherwise provided by City ordinance, the City Charter, or by general State law.
- (iv) Providing guidance, direction, and oversight to the Associate Judge of the City's Municipal Court.
- (v) In coordination with the City Attorney, approving court forms and procedures necessary for the proper exercise of constitutional rights and other compliance with the law, and updating such forms and procedures as necessary.
- (vi) In coordination with the City Attorney, providing proper training of court staff and officials subject to the Chief Judge's direction and control about court procedures and the use of approved court forms, and updating such training as necessary.

- (vii) Ensuring that court staff and officials, subject to the Chief Judge's direction and control use approved forms, follow approved procedures and comply with applicable provisions of the Code of Judicial Conduct, court rules, ordinances and statutes.
- (viii) Notifying the City Manager and City Attorney of additional resources necessary to ensure compliance with applicable laws and rules.
- (ix) Notifying the City Manager and City Attorney of service provider performance deficiencies.
- (x) Reviewing quarterly reports and other communications of the Georgia Department of Community Supervision Misdemeanor Probation Oversight program and taking any actions the Chief Judge deems necessary or appropriate.

Section 2. **Decision-Making Responsibility.** The Chief Judge shall be solely responsible for judicial decisions. Judicial decisions include, but are not limited to, the establishment of a standard bail schedule, determination of bail in individual cases, determination of financial ability, conditions of probation, determination of liability, and determination of eligibility for indigent defense and for alternatives to monetary penalties including community service and penalty or fine reductions.

Section 3. **Qualifications and Performance.** The Chief Judge shall be licensed to practice in the State of Georgia and an active member in good standing of the State Bar of Georgia. All work done by the Chief Judge shall be of the highest professional standard and shall be performed to the City's reasonable satisfaction. The City recognizes that professional regulatory and advisory groups and bodies may from time to time establish standards and requirements with regard to municipal court judges. All restrictions contained herein with respect to the duties and obligations of the Chief Judge shall be subject to said standards and requirements of the aforesaid groups and bodies.

Section 4. **Status.** The Chief Judge's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Chief Judge warrants and represents that she has complied with all state and local laws regarding licenses that may be required for her to perform the work as set forth in this Agreement. The Chief Judge shall not be entitled to receive any compensation or benefits other than those expressly provided in this Agreement. Except as otherwise required by law, the City shall not withhold any sums from the payments to be made to the Chief Judge for Social Security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely the Chief Judge's responsibility. She shall not be eligible for, nor be entitled to, and shall not participate in, any of the City's pension, health or other fringe benefit plans, if any such plans exist. Such participation in these fringe benefit plans is limited solely to the City's employees.

Section 5. **Terms of Payment.** The City shall pay the Chief Judge, as sole consideration for the services being rendered pursuant hereto, the sum of _____ and 00/100's (\$_____) Dollars per court day (which includes any and all sessions within the day such as criminal, traffic, and arraignments) worked by the Chief Judge. The Chief Judge shall invoice the

City for such compensation within ten (10) business days after the court day during which her services were rendered. The City shall process the invoice for payment within two (2) weeks after receiving the invoice.

Section 6. **Reimbursement of Expenses.** The City shall pay for the cost of the Chief Judge's judicial training as required pursuant to Official Code of Georgia Annotated Section 36-32-27 on a pro rata basis with the other municipal courts in Georgia over which the Chief Judge presides. In order to receive payment on such basis for the training, the Chief Judge shall submit to the City Manager an invoice evidencing the cost of the training and a statement identifying all of the municipal courts in Georgia over which the Chief Judge is presiding during the year in question. The amount which the City shall pay towards the Chief Judge's required judicial training shall be calculated by dividing the amount of the submitted invoice by the number of courts identified in the statement. Other than paying for the Chief Judge's training as aforesaid, the City shall not be liable to the Chief Judge for any expenses she pays or incurs unless otherwise agreed to in writing by the City.

Section 7. **City Not Responsible for Worker's Compensation.** Because the Chief Judge is not an employee of the City, the City will not obtain worker's compensation insurance for the Chief Judge.

Section 8. **Term.** The term of this Agreement shall commence on the earlier of the resignation of the current Chief Judge, Judge Crystal D. Harmon, and January 1, 2025, and shall remain in force until December 31, 2026, and until Ms. Moody's successor is appointed and qualified.

Section 9. **Termination.** The Chief Judge may be removed from her position, and this Agreement terminated, during her term of service by a two-thirds vote of the entire membership of City Council pursuant to the mandated procedure set forth in Official Code of Georgia Annotated Section 36-32-2.1, or upon action taken by the State Judicial Qualifications Commission for the following:

- (i) willful misconduct in office;
- (ii) willful and present failure to perform duties;
- (iii) habitual intemperance;
- (iv) conduct prejudicial to the administration of justice which brings the judicial office in disrepute; or,
- (v) disability seriously interfering with the performance of duties, which is or is likely to become, of a permanent character.

Section 10. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows or to another addressee or address as shall be set forth in a notice given in the same manner:

If to the Chief Judge:	Lindy Moody, Esq. Attorney at Law 2 East Bryan Street, Suite 434 Savannah, Georgia 31401
------------------------	---------------------------------------------------------------------------------------------------

and

If to the City:

Rhonda Ferrell Bowles
City Manager
Garden City City Hall
100 Central Avenue
Garden City, Georgia 31405

Any notice shall be deemed to be given on the date delivered or mailed in the manner provided above.

Section 11. **No Authority to Bind City.** The Chief Judge has no authority to enter into contracts or agreements on behalf of the City.

Section 12. **Validity.** If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.

Section 13. **Waiver of Breach.** The waiver by the City or by the Chief Judge of a breach of any provision of this Agreement by the other party shall not operate, or be construed, as a waiver of any other breach of the other party.

Section 14. **Assignment.** This Agreement shall inure to the benefit of, and be binding upon, the City, its successors and assigns. It shall not be assignable by the Chief Judge.

Section 15. **Entire Agreement.** This Agreement represents the entire understanding of the parties. There are no other outstanding agreements or provisions on this subject matter. This Agreement may not be amended except by a writing signed by the party against whom enforcement of any amendment is sought.

Section 16. **Applicable Law.** The parties agree that this Agreement shall be construed and enforced pursuant to the laws of Georgia.

Section 17. **Severable.** If, for any reason, any section or portion of this Agreement shall be held by a court to be invalid or unenforceable, it is agreed that this shall not affect any other section or portion of this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF GARDEN CITY, GA

By: _____
Rhonda Ferrell Bowles, City Manager

LINDY MOODY (L.S.)

RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY, GEORGIA, TO ENTER INTO AN AGREEMENT WITH GEORGIA PORTS AUTHORITY FOR THE PROVISION OF MUTUAL LAW ENFORCEMENT SERVICES DURING TIMES OF EMERGENCY AND ROUTINE POLICE WORK WHEN MUTUAL AID WOULD BEST SERVE THE INTERESTS OF THE PARTIES; CLARIFYING THE AMOUNT OF COMPENSATION TO BE PAID TO THE PARTY RENDERING AID AS WELL AS THE RESPONSIBILITY FOR EXPENSES AND COMPENSATION TO EMPLOYEES OF THE PARTIES UNDER THE AGREEMENT; DESIGNATING REPRESENTATIVES TO SERVE AS A POINT OF CONTACT FOR THE COORDINATION OF SUCH MUTUAL AID AND ASSISTANCE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Garden City, Georgia, is desirous of entering into an Agreement for Mutual Aid with Georgia Ports Authority (the "Agreement") for the pooling, lending, and borrowing of each party's law enforcement equipment, services, and personnel during those times of emergency and routine police work when mutual aid would best serve the interests of those parties, a copy the Agreement being attached hereto as Exhibit "A;" and,

WHEREAS, mutual aid is to be provided under the Agreement only upon the request of a party through a designated representative, and only when the police department of the other party called on for mutual aid, in the judgment of its police chief, or such chief's designee, can reasonably furnish such assistance without unreasonably imperiling the persons and properties served by the police department, it being understood that the responding party may be recalled if a significant need exists for the responding party to render services within its own jurisdiction; and,

WHEREAS, the Agreement provides that the police officers performing police duties outside the territorial limits of the party for which they regularly serve shall be under the direction and authority of one person designated by the head law enforcement officer of the party rendering assistance who, in turn, shall be under the direction and authority of the local commanding police officer of the party to which they are called to perform law enforcement services; and,

WHEREAS, under the Agreement, each party is responsible for the payment of compensation (including worker's compensation benefits) to its own personnel participating in the provision of mutual aid and assistance; neither party is liable for the payment of compensation, benefits, or other expenses of the other party's personnel, except as otherwise agreed upon in writing; each party is responsible for the actions and safety of its own personnel participating in the provision of mutual aid and assistance; each party is responsible for the maintenance, repair, and replacement of its own equipment and apparatus used in the provision of mutual aid and

assistance; neither party is liable for any damage to the other party's equipment or apparatus; and the party requesting police assistance is not liable for the acts or omissions of the other party's employees who render assistance extraterritorially under the Agreement; and,

WHEREAS, the Agreement shall remain in effect until such time as either party provides thirty (30) days prior written notice of termination to the other party, but no later than fifty years from its effective date; and,

WHEREAS, the Agreement is authorized by Official Code of Georgia Annotated (O.C.G.A.) Section 36-69-1, and by the City Charter; and,

WHEREAS, the City of Garden City deems its entering into the Agreement with Georgia Ports Authority to improve the level of law enforcement services provided to its residents and businesses; and,

WHEREAS, it is the recommendation of the City's Police Chief that the City approve and execute the Agreement;

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

1. The foregoing "whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of the Resolution upon adoption hereof.
2. The Agreement attached hereto as Exhibit "A" for mutual aid police service assistance between the City and Georgia Ports Authority is approved and the City Manager is authorized to execute the Agreement on behalf of the City and to further sign any other document necessary to further the intent of this Resolution.
3. The City's Police Chief is hereby designated as the City's representative to serve as a point of contact for the coordination of mutual aid and assistance under the Agreement.
4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be constitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this Resolution.
5. This Resolution shall become effective immediately upon its adoption.

ADOPTED by the Mayor and Council of Garden City, Georgia, this 4th day of November, 2024.

GARDEN CITY, GEORGIA

By: _____
Tonya Roper, Clerk of Council

RECEIVED AND APPROVED this 4th day of November, 2024.

Bruce Campbell, Mayor

EXHIBIT "A"

AGREEMENT FOR MUTUAL AID

THIS AGREEMENT FOR MUTUAL AID (the "Agreement") is made and entered into as of the ____ day of October 2024, by and between GEORGIA PORTS AUTHORITY, a public corporation and instrumentality of the State of Georgia (the "**Authority**"), and GARDEN CITY, GEORGIA, a municipal corporation within Chatham County, Georgia, (the "**City**"), acting through its Mayor and City Council. Each the Authority and City may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, Georgia Ports Authority is empowered to provide for a security force which includes certified police officers; and,

WHEREAS, there is in existence a qualified police agency of the State of Georgia on site at the Georgia Ports Authority; and,

WHEREAS, the police officers of Garden City, Georgia are qualified to provide law enforcement services in the event of emergencies both within and without the corporate limits of Garden City, Georgia; and,

WHEREAS, the assistance of police officers of Garden City, Georgia to the police agency of the Georgia Ports Authority on the premises of the Authority is desirable at times of emergencies; and,

WHEREAS, the assistance of the police agency of Georgia Ports Authority to the police officers of Garden City, Georgia is desirable at times of emergencies; and,

WHEREAS, pursuant to the Official Code of Georgia Annotated § 36-69-1, et seq., "The Georgia Mutual Aid Act", governmental entities are authorized to enter into cooperative agreements for police service assistance; and,

WHEREAS, it is in the best interest of Garden City and Georgia Ports Authority to enter into a similar agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. PURPOSE OF AGREEMENT

It is recognized that in certain situations the use of police officers to perform police duties outside of the territorial limits of the governmental entity where the officers are legally employed may be desirable and necessary in order to preserve and protect the health, safety and welfare of the public, such situations including the prevention or detection of violations of certain laws and the apprehension or arrest of any person who violates a criminal law of this State. Either Party hereto may be requested to furnish aid to the other Party, subject to the terms and conditions herein.

SECTION 2. AUTHORIZATION

Intergovernmental police services and assistance may be provided between the Parties during those times of emergency and routine police work when mutual aid would best serve the interests of those parties.

SECTION 3. PARTIES

Garden City is a municipal corporation, and Georgia Ports Authority is an instrumentality of the State of Georgia charged with the responsibility of operating a State System of Ports, which includes providing security and enforcing laws, rules, and regulations.

SECTION 4. POWER AND AUTHORITY

A. The City and the Authority authorize and direct their police chief or the officer commanding in the police chief's absence to render and request mutual aid to and from each other to the extent of available personnel and equipment not required for adequate protection of the municipality and/or the Authority facilities. The judgment of the police chief, or officer commanding in his/her absence, of the City or the Authority rendering aid, as to the amount of personnel and equipment available, shall be final.

B. Police officers performing police duties outside the territorial limits of the Party for which they regularly serve shall be under the direction and authority of one person designated by the head law enforcement officer of the Party rendering assistance. That person shall in turn be under the direction and authority of the local commanding police officer of the Party to which they are called to perform police or peace duties. They shall have all the powers, duties, rights, privileges, and immunities as if they were performing their duties in the territory in which they are

normally employed as required by Section 36-69-4 of the Official Code of Georgia Annotated, including the power of arrest.

SECTION 5. COMPENSATION TO MUNICIPALITY PROVIDING AID

A. Cooperative police services shall be rendered without charge during the normal conduct of police business.

B. Requests for remuneration due to unusual or burdensome costs incurred in the performance of mutual aid shall be submitted by the assisting Party to the Party receiving the assistance. Judgment for payment of the costs shall be the mutual responsibility of the Parties.

SECTION 6. RESPONSIBILITY FOR EXPENSES AND COMPENSATION OF EMPLOYEES

The Party furnishing aid pursuant to the Agreement shall compensate its employees during the time of rendering aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering aid. Such compensation shall include any worker's compensation benefits paid or due for personal injury or death while such employees are engaged in rendering aid.

SECTION 7. LIABILITY

Any injury, disability, or death, incurred by any employee while rendering aid shall be deemed to have arisen out of, and to have been sustained in the course of, employment in the Party furnishing aid. If any employee, or anyone on his/her behalf, files a claim for worker's compensation benefits against the Party requesting aid, for any injury claimed to have been sustained while providing aid, the Party providing aid for whom the employee is regularly employed shall be solely responsible for any compensation required to be paid to the employee by reason of his/her injury, disability, or death occurring while aid is being provided.

SECTION 8. APPLICABILITY OF PRIVILEGES, IMMUNITIES, EXEMPTIONS, AND BENEFITS

All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits, which apply to the activity of police officers when performing their functions within the

territorial limits of their respective political subdivisions shall apply to such officers to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

SECTION 9. LIABILITY FOR ACTS OR OMISSIONS OF RESPONDING AGENCY EMPLOYEES

A Party requesting police assistance shall not be liable for acts or omissions of the other Party's employees who render assistance extraterritorially under the provisions of this Agreement.

SECTION 10. RULES AND REGULATIONS

The head law enforcement officers of the Parties shall establish rules for giving and receiving aid, which shall be subject to the approval of each Party. The rules may be revised and amended by the head law enforcement officers upon their unanimous agreement, subject to the approval of each Party.

SECTION 11. EFFECTIVE DATE OF AGREEMENT

This Agreement shall be in full force and effect and legally binding when it is signed by Garden City and Georgia Ports Authority.

SECTION 12. TERMINATION OF AGREEMENT

This Agreement shall remain in full force and effect until such time as either the City or Authority provides thirty (30) days prior written notice of termination to the other Party. Pursuant to Georgia law, this Agreement cannot extend beyond fifty (50) years.

SECTION 13. NO THIRD-PARTY BENEFICIARY

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

SECTION 14. CONSTRUCTION

This Agreement has been executed in the State of Georgia and shall be construed according to the laws of the State.

SECTION 15. ADEQUATE COVERAGE FOR OWN JURISDICTION

The provisions of this Agreement shall not be construed as creating a duty on the part of either Party or its respective police officers to respond to a request from the other Party for assistance during an emergency or routine police work. They shall further not be construed as creating a duty on the part of police officers rendering assistance extraterritorially to stay at the scene of a local emergency for any length of time and such responding officers may depart the scene of a local emergency at any time at the discretion of the police chief, or his or her designee, of the Party providing assistance. In the event an emergency arises with respect to the City or Authority while either Party is providing aid to the other Party, City and Authority agree that the aid may be recalled at the sole discretion of the police chief, or commanding officer in his/her absence, of the Party providing aid. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Party requesting aid that it will not be able to provide aid.

SECTION 16. ENTIRE AGREEMENT

This Agreement terminates and supersedes all prior agreements between the Parties hereto pertaining to the subject matter herein, whether orally or in writing, and constitutes the entire agreement between the parties hereto, subject only to modification by a written amendment duly executed by each Party.

SECTION 17. SEPARABILITY

If any provision of this Agreement is contrary to any existing or future statute or judicial decision of any court, neither the validity nor the effectiveness of any of the other terms or provisions of this Agreement shall be affected thereby. This agreement, however, is not deemed to supersede or impair contemporaneous or subsequent written agreements between the parties hereto referenced or contemplated herein.

SECTION 18. AUTHORITY

The parties covenant and warrant that each has the legal authority to enter into this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GEORGIA PORTS AUTHORITY

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

GARDEN CITY, GEORGIA

By: _____

Name: Rhonda Ferrell Bowles

Title: City Manager

Attest: _____

Name: Tonya Roper

Title: Clerk of Council