



CITY COUNCIL- REGULAR COUNCIL MEETING- AGENDA
Pre-Agenda Session | 6:30 PM | City Hall Conference Room
February 5, 2026, at 7:00 PM | City Hall | 8 W. Hwy 80 Bloomingdale, GA 31302

- I. **Call to Order**
- II. **Pledge & Prayer**
- III. **Roll Call**
- IV. **Approval of Minutes:** January 15th Regular Council Meeting and the January 20th Public Safety Committee Meeting.
- V. **Approval of Agenda:** February 5th Regular Council Meeting.
- VI. **Administrative & Committee Reports**
- VII. **Public Hearing:**
 1. Rezoning Application from RA to PUD/PID submitted by SEDA/City for a Vacant Land annexed into the City of Bloomingdale on Jimmy DeLoach Parkway.

****PUBLIC NOTICE – ALL ZONING MATTERS WILL HAVE A PUBLIC HEARING AND THE FIRST READING OF AN ORDINANCE CHANGE RELATED TO THE ZONING MATTER WILL BE CONSIDERED BY THE CITY COUNCIL AT THE NEXT SCHEDULED CITY COUNCIL MEETING.**

- VIII. **New Business:**
 1. **Request to be Placed on the Agenda (3 minutes):** Patricia Ratcliffe – Charter School
 2. Consider Development Agreement between the City of Bloomingdale and Ray Demott.
 3. **Second Reading:** Consider a Rezoning Application from I-2 to Planned Industrial District (PID) submitted by Ray DeMott for property located at DeMott Drive and Jimmy DeLoach Parkway.
 4. Consider Development Agreement with NRT Holdings/Dunkin Donuts/Strip Center.
 5. Consider Site Plan for Dunkin Donuts/Strip Center located on Little Neck Road.
 6. Consider the Rezoning of Vacant Land owned by SEDA from RA to PUD/PID annexed into the City of Bloomingdale on Jimmy DeLoach Parkway.
 7. **First Reading:** Consider a Special Use/Rezoning application submitted by Race Trac/Northpoint Industrial, LLC for a Truck Stop to be located on Jimmy DeLoach Parkway.
 8. Consider Bid Awards for Surplus Property.
 9. Consider Declaration of Surplus Property.
 10. **First Reading:** Consider the adoption of a Special Events Ordinance.
 11. Consider Amendments to the Fee Schedule for Special Events Permits.
 12. Consider Cost Estimates for Repairs to the History Museum.
 13. Consider approval of the Quit Claim Deed and Survey for the Wellhouse at Town Center Park to be deeded to the Community Improvement District (CID).
 14. **Request to be Placed on the Agenda (3 minutes):** Robert Ludgate – At Home Business License Denial.
 15. Consider Georgia Power Lighting Agreement for Town Center Park.

These are the items presented before the deadline of January 28, 2026, to be included on the Agenda.

- IX. **Pay the Bills**
- X. **Adjournment**

MINUTES



CITY COUNCIL
Regular Council Meeting - Minutes
January 15, 2026, 7:00 p.m.

In Attendance:

City Council Members: Mayor Dennis G. Baxter; Vice Mayor Glenda Key; Councilman Thomas D. Greene; Councilman Rodney C. West; Councilman Jimmy Kerby; Councilman Terry W. Jones; and Councilwoman Paula Bunton-Knox

Staff Members: City Administrator Charles Akridge, City Attorney Raymond Dickey, and City Clerk Jennifer Scholl.

- I. **Call to Order:** The meeting was called to order by Mayor Baxter at 7:00 p.m.
- II. **Invocation/ Pledge of Allegiance:** Mayor Baxter gave the Invocation and led the Pledge of Allegiance.
- III. **Approval of Minutes:** Mayor Baxter called for a motion to approve the Minutes for the January 6th Regular Council Meeting.

Vice Mayor Key made a motion to approve the Minutes for the January 6th Regular Council Meeting. Councilman West seconded the motion, and it carried without opposition.
Yea: 6 | Nay: 0
- IV. **Approval of Agenda:** Mayor Baxter called for a motion to approve the Agenda for the January 15th Council Meeting.

Vice Mayor Key made a motion to approve the Agenda for the January 15th Regular Council Meeting. Councilwoman Knox seconded the motion, and it carried without opposition.
Yea: 6 | Nay: 0
- V. **Administrative and Committee Reports:**
 1. City Administrator Akridge announced the expansion of the Savannah Water District off Little Neck Road is considered 99.9% completed. They are currently waiting on the delivery of a water meter to be installed.
- VI. **Public Hearing:** *Public Hearing Notice, "All zoning matters will have a public hearing and the first reading of an Ordinance Change related the zoning matter will be considered by the City Council at the next scheduled City Council Meeting", was noted on the agenda copies provided to the public.*
 1. Development of the 2026-2031 Comprehensive Plan: City Administrator Akridge provided an overview, and Ms. Wincy Poon of Coastal Regional Commission of Georgia was present to answer any questions. The floor was open for public comments and questions. After no movement, the floor was closed and the next item was presented.

2. Special Use Permit/Rezoning Application from C-2 to Light Industrial (LI) submitted by Northpoint Industrial, LLC/Race Trac for a Truck Stop on Jimmy DeLoach Parkway: Mr. Joshua Yellin of Hunter Maclean and Mr. Chad Zittourer of Kern & Co., LLC were present as representative for the applicant. Mr. Yellin stated that the purpose for the rezoning request was the development change from commercial store front to a truck stop; the state standard lists truck stops as industrial developments. He noted that the property is currently surrounded by warehouses, that they have been in contact with the Coastal Regional Commission regarding wetlands. Mr. Yelling continued that the Bloomingdale site for Race Trac would be like the most recent development in Garden City. They do not anticipate increased traffic, will have approximately 23 trailer parkin spaces, no pay to park areas, and no onsite showers.

Council expressed their concerns about the site having onsite scales; Mr. Zittourer explained that the purpose of the scale is so the truck operator will know how much fuel can be added to the vehicle while staying within the proper range for safe operation.

Mr. Anthony Wiruth, resident of 7 Boulevard Street, spoke in opposition to the project. He stated his concerns were increased traffic in the area, crime/ illegal activity causing public safety issues, potential flooding issues, and that there has been no Regional Impact Study completed.

Mr. D.K. Morgan, resident of Bloomingdale, spoke in favor of the project. He stated that some of the previous mentions he agrees with and some he does not, but he does support the project. He further commented that his son is a truck driver and the proposed location for the project would be easier for truck drivers by providing them with a stopping point without having to cross over I-16 and travel through the roundabouts.

Mr. Taylor Pounds, Project Manager for Race Trac, stated that this location would be the companies 600th store and 100th in the Georgia with all having great success. He further states that their locations do not carry the same negative impacts as competitors, and that their locations are not suited for overnight parking nor is it encouraged. Mr. Pounds continued that the parking spaces are primarily so operators can park out of the way while in the store. He further noted that they would need to get approval from the state for the scales, and they have also discussed their security cameras with the City, and potential license plate readers for the Police Department.

VII. New Business:

1. **First Reading:** Consider a Rezoning Application from I-2 to Planned Industrial District (PID) submitted by Ray DeMott for property located at DeMott Drive and Jimmy DeLoach Parkway. [*Approved*]

Mayor Baxter called for a motion for the item for consideration.

Councilman Jones made a motion to approve the item for consideration. Councilman West seconded the motion, and it carried without opposition.

Yea: 6 | Nay: 0

2. Consider Ante Litem Notice of Claims by Claimant Donald Brown. [*Approved*]

Mayor Baxter called for a motion for the item for consideration.

Councilman Kerby made a motion to approve the item for consideration. Councilman West seconded the motion, and it carried without opposition.

Yea: 6 | Nay: 0

3. Consider Ante Litem Notice of Claims by Claimant Lawrence Rivers. [*Approved*]

Mayor Baxter called for a motion for the item for consideration.

Councilman Kerby made a motion to approve the item for consideration. Councilwoman Knox seconded the motion, and it carried without opposition.

Yea: 6 | Nay: 0

4. Consider the purchase of two Mechanical Dual Cylinder Scale in the amount of \$4,700.00 for the Water/ Sewer Department from Coastal Chlorinator Service. [*Approved*]

Mayor Baxter called for a motion for the item for consideration.

Councilman Kerby made a motion to approve the item for consideration. Councilman Greene seconded the motion, and it carried without opposition.

Yea: 6 | Nay: 0

5. Consider the purchase of fencing in the amount of \$22,367.54 from Veterans Fence & Supply for the Splash Pad area located at Town Center Park. [*Approved*]

Mayor Baxter called for a motion for the item for consideration.

Vice Mayor Key made a motion to approve the item for consideration. Councilman West seconded the motion, and it carried without opposition.

Yea: 6 | Nay: 0

Mayor Baxter reported that this concluded the items presented for consideration for inclusion on the Council agenda prior to the deadline of January 7, 2026.

6. **Pay the Bills:** The Accounts Payables were presented to each Councilmember prior to the meeting. Mayor Baxter called for a motion to pay the bills.

Councilman Kerby made a motion to pay the bills. Vice Mayor Key seconded the motion, and it carried without opposition.

Yea: 6 | Nay: 0

7. **Adjournment:** There being no further business, Mayor Baxter called for a motion to adjourn the meeting.

Councilman Kerby made a motion to adjourn the meeting. Vice Mayor Key seconded the motion, and the meeting adjourned at 7:14 p.m.

Yea: 6 | Nay: 0

Transcribed by: Clerk of Council

Submitted by: City Administrator

Accepted & Approved by City Council on February 5, 2026

The foregoing minutes of January 15, 2026, are true and correct and approved by the City Council on the 5th of February 2026.

Mayor Dennis G. Baxter

ATTEST: _____
Jennifer Scholl, Clerk of Council

Note: Section § 50-14-1 of the Official Code of the State of Georgia Annotated requires that the minutes shall, as a minimum, include a description of each motion or other proposal made, and a record of all votes. These minutes meet the minimum requirements. However, in an attempt to provide as much information as possible to the citizens, the recording clerk has included additional background data and discussion on the subjects presented to the council. The statements of individuals are not verbatim and may be summary in nature.

MINUTES



CITY COUNCIL

Public Safety Committee- Called Meeting

January 20, 2026, at 2:00 PM | City Hall | 8 W. Hwy 80 Bloomingdale, GA 31302

I. Roll Call/ Declaration of Quorum:

Council Members: Mayor Dennis G. Baxter; Vice Mayor Key; Councilman Thomas D. Greene; Councilmen Rodney C. West; and Councilman Terry W. Jones.

Councilman Jimmy Kerby and Councilwoman Paula Bunton-Knox were not present.

Staff Members: City Administrator Charles Akridge and Police Chief Jeffcoat.

II. General Discussion- No Action Taken:

1. General discussion of repairs to Stagecoach Road: City Administrator Akridge updated present members that there had been meetings with three of the borrow pit business located on Stagecoach Road to discuss financial distribution for repairs to the roadway.
2. Review and discussion of the Designated Truck Route Ordinance: There was discussion of the ordinance's specific provisions and potential enforcement on Stagecoach Road.

Transcribed by: Clerk of Council

Submitted by: City Administrator

Accepted & Approved by City Council on February 5, 2026

The foregoing minutes of January 20, 2026, are true and correct and approved by the City Council on the 5th of February 2026.

ATTEST:

Mayor Dennis G. Baxter

Charles Akridge
City Administrator

Note: Section § 50-14-1 of the Official Code of the State of Georgia Annotated requires that the minutes shall, as a minimum, include a description of each motion or other proposal made, and a record of all votes. These minutes meet the minimum requirements. However, to provide as much information as possible to the citizens, the recording clerk has included additional background data and discussion on the subjects presented to the council. The statements of individuals are not verbatim and may be summary in nature.

PUBLIC HEARING

ITEM 1

Feb 5 / PH



City of Bloomingdale
 8 West Highway 80
 P.O. Box 216
 Bloomingdale, Ga. 31302
 Phone: (912) 748-0970
 Fax: (912) 748-1005

For staff use only

Petition Number 26-0001

Date Submitted _____

Property Owner _____

Property Address _____

Action by Planning Commission: _____

Date of Action by Planning Commission _____

Action by Council _____

Date of Action by Council _____

REZONING CHECKLIST AND APPLICATION

Please type or print legibly. If necessary, attach additional sheets to fully answer any of the following sections. This form, along with application, application fee and required documents must be submitted at least seven (7) weeks prior to the regularly scheduled meeting of the Planning Commission.

Petitioner should refer to the City of Bloomingdale's Code of Ordinances, Zoning Appendix, to understand and adhere to all requirements. This document is for application purposes only and does not replace any procedures set forth in the Code of Ordinances.

Please complete the following checklist to verify all required items are included. Incomplete applications will not be accepted.

YES	NO	NA	
			Completed application form
			Legal description of property or metes and bounds description (Attach a boundary survey, recorded or proposed plat, tax map, or scaled plot plan to identify the property boundary lines. Survey, plat or map must show nearest public right-of-way)
			Map of adjacent properties and zoning
			Non-refundable filing fee, payable to City of Bloomingdale \$800.00
			If the petitioner is not the property owner, a signed, notarized statement from the owner authorizing the petitioner/agent to act on his or her behalf is required
			Site plan, if applicable
			Disclosure of Campaign Contributions, if applicable

Development of Regional Impact

If the project is a Development of Regional Impact (DRI), the project must first be reviewed by the State of Georgia before rezoning petition can be reviewed by the City of Bloomingdale. See <https://dca.ga.gov/local-government-assistance/planning/regional-planning/developments-regional-impact> for more information.

REZONING APPLICATION FORM

I. General Information

Petitioner/Applicant: (Note: A signed notarized statement of authorization from the property owner is required if the petitioner is not the property owner.)

Name: City of Bloomingdale
Address: 8 W US Hwy 80
Telephone: 912-748-0970 Cell
Email: cakridge@bloomingdale-ga.gov

Property Owner: (If same as petitioner, write "same")

Name: Savannah Economic Dev. Authority
Address: 906 Drayton St Savannah, GA 31401
Telephone: Cell
Email:

II. Property Description

Address: Legal address or general street location (nearest street intersections)
no 911 address

Legal Description: Name of subdivision, block, lot number, etc; or if none, by metes & bounds:
23090.25
W090.25 W. Side (Hwy 204)

Property Tax ID #: 11040 02002

Total Area of Property: 22.5 acres

If the property is contiguous to property with a more restrictive zoning classification or abutting or fronting onto an arterial or collector street, then a site plan is also required at the time of rezoning.

III. Action Requested

Action Requested: Rezoning (Map amendment) Variance

Previous Applications: Have any previous applications been made for a text or map amendment Affecting this same property or properties?

Yes No

If yes, give application number: _____

Date: _____ Action taken: _____

If exact application number, date, or action is not known, provide the approximate date of previous application: _____

Zoning Classification: Present zoning: R-A Requested zoning: PUD/PI D

Existing Land Use: Specify such as single family residence, grocery store, vacant land, etc.:
wild land / swamp

Proposed Land Use: Specify such as single family residence, grocery store, vacant land, etc.:

Justification: List reasons for requesting the change(s); attach pages, if needed.

IV. Other Information

Adjacent Property Owners:

Provide a list of the names and mailing addresses of all adjacent property owners of the subject property. (Use separate sheet if necessary)

Name: Mailing Address:

I have received and understand the checklist of actions needed to amend the Bloomingdale Zoning Ordinance/Zoning Map. It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of providing the need for the proposed amendment rest with the applicant.

Owner _____
Signature

Agent _____
Signature

Disclosure of Campaign Contributions:

The Conflict of Interest in Zoning Actions Act (O.C.G.A. Chapter 67A) requires that an applicant for a zoning action must disclose campaign contributions in the amounts of \$250 or more that have been made to local government officials who will consider the application. A local government official includes the Mayor and members of the City Council and the Planning Commission. Agents, including attorneys, who may represent the applicant, must also disclose such campaign contributions. If this Act is applicable, it shall be the duty of the applicant to file a disclosure report with the City of Bloomingdale Clerk of Council showing the following:

- 1) The name and official position of the local government official to whom the campaign contribution was made; and
- 2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for zoning action and the date of each such contribution.

This disclosure shall be filed within ten (10) days after the application for action is first filed.

Signature

Approval of an application for rezoning or variance by the City of Bloomingdale does not constitute a waiver from any applicable local, state or federal regulations.

I hereby certify that the above stated facts are true to the best of my knowledge and belief and that I am the owner or authorized agent for the owner of the subject property.

Sworn to and subscribed before me on this ____ day of _____.

X

Owner's signature or Authorized Agent

Notary Public

Printed Name

City of Bloomingdale

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning, Conditional Use, Variance, Site Plans & Subdivision Submittals

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Chatham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a variance, conditional use, rezoning of property or a site plan submittal.

Name of applicant: _____

Address: _____

City & State: _____ Zip _____

Telephone number: _____

Signature of owner

Personally appeared before me _____

Who swears that the information contained in this authorization is true and correct to the best of his/ her knowledge and belief.

Notary Public

Date

STATE OF GEORGIA
COUNTY OF CHATHAM
CITY OF BLOOMINGDALE

ORDINANCE

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF BLOOMINGDALE TO AMEND THE CODE OF ORDINANCES OF BLOOMINGDALE, GEORGIA, AS AMENDED, BY CREATING AN ORDINANCE TO PROTECT THE PEACE, TRANQUILITY, AND QUIET ENJOYMENT OF RESIDENTIAL PROPERTY OWNERS BY RESTRICTING THE HOURS AND DAYS THAT ALL DEMOLITION OF PROPERTY, ALL TYPES OF CONSTRUCTION, ALL TIMBERING AND ASSOCIATED ACTIVITIES CAN BE PERFORMED WITHIN A CERTAIN DISTANCE OF EACH RESIDENTIAL ZONED PARCEL; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of the City of Bloomingdale, Georgia is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government; and

WHEREAS, the Mayor and Council have authority to amend the City's ordinances from time to time and where necessary to maintain adequate regulations;

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF BLOOMINGDALE, in regular meeting assembled and pursuant to lawful authority thereof, as follows:

SECTION ONE:

The Code of Ordinances of Bloomingdale, Georgia, as amended, are hereby amended for the purpose of creating and establishing an ordinance to protect the peace, tranquility, and quiet enjoyment of residential property owners by restricting the hours and days that all demolition of property, all types of construction, all timbering and associated activities can be performed within a certain distance of each residential zoned parcel as follows:

BLOOMINGDALE MUNICIPAL CODE SECTION 34-15

The Mayor and Bloomingdale City Council have determined that it has become necessary to create an ordinance to protect its citizens from noise, dust, and light pollution which are generated by demolition of property, all types of construction, all timbering and associated activities near residential zoned parcels.

Therefore, all demolition of property, all types of construction, all timbering and associated activities performed within 1500 feet of a residential parcel, as measured from the closest point between the residential parcel line and the parcel line where the demolition of property, construction or timbering and associated activities is occurring, shall only be performed between the hours of 07:30 a.m. and 08:30 p.m., Eastern standard time, Monday through Saturday.

Any person or legal entity that violates these requirements shall be guilty of violating a City ordinance and shall be punished according to Bloomingdale City Ordinance Section 1-11. The owner of the parcel where the demolition of property, construction, timbering and associated activities is occurring shall be deemed to have committed a violation of this ordinance for allowing the activity to occur in violation of this ordinance on his/her/its property. However, the first violation may be treated as a written warning to insure that the violator(s) has/have notice of the ordinance requirements.

In the event a charge is brought for a second violation, all permits for demolition, construction, and/or timbering shall be temporarily suspended and a stop work order issued until a hearing is held before City Council to determine if the permits and demolition, construction, and/or timbering shall be stopped and/or revoked for violation

of this ordinance. A written warning shall be counted as a first charged violation when determining if a second charged violation has occurred.

Mayor and City Council may issue a waiver of the requirements of this ordinance based upon information that clearly shows that a residential parcel will not be impacted by the above delineated activity restrictions.

SECTION TWO:

If any section, clause, sentence, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

SECTION THREE:

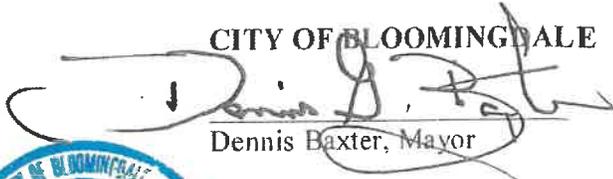
This ordinance shall become effective immediately upon its adoption by the City Council.

SECTION FOUR:

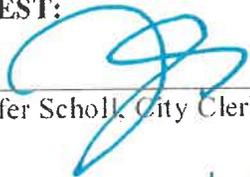
All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SO ORDAINED this 16 day of February, 2023.

CITY OF BLOOMINGDALE


Dennis Baxter, Mayor

ATTEST:


Jennifer Scholl, City Clerk

Read First Time: 2/16/23

Read Second Time and Approved: 2/16/23

Waived



Denise Kerby

From: Charles Akridge
Sent: Friday, January 2, 2026 12:32 PM
To: Denise Kerby; Taylor Swain
Subject: Fw: Annexation Notice
Attachments: Bloomingdale-Chatham Co.-annexation-notice.docx

Let's discuss Monday at 9 Development Meeting

Get [Outlook for iOS](#)

From: rdattayatlaw@windstream.net <rdattayatlaw@windstream.net>
Sent: Friday, January 2, 2026 12:24:27 PM
To: Charles Akridge <cakridge@bloomingdale-ga.gov>
Subject: Annexation Notice

See attached notices. They are being placed in the mail today.

The City needs to fill out a zoning application for this property going from R-A in the County to PUD/PID in Bloomingdale. Then advertise the zoning change for a public hearing. We should be able to hold the public hearing at the first meeting in February and pass the annex and zoning ordinances at that meeting.

Thanking You,
J. Raymond Dickey

EXHIBIT "A"

J. RAYMOND DICKEY
ATTORNEY AT LAW

Mailing Address:
P.O. Box 1099
Rincon, GA 31326

Telephone#: 912-826-2500
Facsimile#: 912-826-5936

Physical Address:
217 West 8th Street
Rincon, GA 31326

January 2, 2026

Board of Commissioners of Chatham County, Georgia
P.O. Box 8161
Savannah, Georgia 31412

Via Certified U.S. Mail # 9589 0710 5270 2236 7291 41

Re: Annexation of Property owned by:

Savannah Economic Development Authority, 22.5 acres, (Parcel ID # 11040 02002)

Dear Commissioners:

Please be advised that the City of Bloomingdale, Georgia, by the authority vested in the Mayor and the Council of the City of Bloomingdale, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the properties hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

On December 4, 2025, the City of Bloomingdale, Georgia, voted to accept a petition for annexation of the above listed property.

This letter has been sent to you by certified mail, return receipt requested, within thirty (30) days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of Bloomingdale, in accordance with O.C.G.A. § 36-36-6 and O.C.G.A. § 36-36-9 and within seven (7) calendar days of the filing of an application for zoning pursuant to O.C.G.A. § 36-36-11. All properties to be annexed are contiguous with the current incorporated limits of the City of Bloomingdale, Georgia.

The legal description of the property is as follows:

Please see Exhibit "A" attached hereto which is hereby incorporated herein and made a part hereof.

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the governing authority of the City of Bloomingdale, in writing and by certified mail, return receipt requested,

of any County facilities or property located within the property to be annexed, within **five (5)** business days of the receipt of this letter.

Pursuant to O.C.G.A. § 36-36-11 a public hearing on zoning of the properties to be annexed will be held. The dates of the zoning public hearing will be advertised in the legal organ of Chatham County, Georgia. If the County has an objection under O.C.G.A. § 36-36-11 or under Article 7 of the same title and chapter, in accordance with the objection and resolution process for these statutes and Georgia law, you must notify Dennis Baxter, Mayor of the City of Bloomingdale, within seven (7) calendar days of the receipt of this notice or the time frames listed under Article 7 or Georgia law of the same title and chapter.

Further, pursuant to O.C.G.A. § 36-36-111, the current zoning of the property (22.5 acres) of land in the County is R-A, and the current land use of the property is wild land/swamp. The proposed zoning in Bloomingdale for the tract of land (22.5 acres) as described on Exhibit "A" when annexed will be PUD/PID (Planned Industrial Development) and the intended land use will be wild land/swamp. The owner of the property also owns all of the property that surrounds or borders the subject tract of land. All of the property that surrounds or borders the subject property is zoned PUD/PID.

If there are any questions, please do not hesitate to contact me by telephone or email (rdattyatlaw@windstream.net).

Thanking you, I remain...

Sincerely,

J. Raymond Dickey
Attorney for the City of Bloomingdale

JRD/skd
Enclosures as noted.

Cc:
Savannah-Chatham County School Board

NEW BUSINESS

ITEM 1



The City of Bloomingdale, Georgia
8 US Highway 80 West, Bloomingdale, Georgia 31302
Phone: 912.748-0970 Fax: 912.748.1005

REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA

The City of Bloomingdale would like to hear issues of importance brought by citizens of the City of Bloomingdale as it is in the best interest of the City that the Mayor and City Council be well-informed and prepared to address topics placed on the agenda. In order to better ensure that this process is efficient and effective, the City requires that citizens submit a written form outlining the subject matter about which they would like to speak. The Mayor may rule out of order personal, abusive or indecorous language or matters that the City has no purview over. Completion of this form does not entitle the Speaker to be added to the agenda.

Name: Patricia Ratcliffe

Business/ Organization: Sustainable Education Solutions, I

Address: 116 Arbor Village Dr.

City/State/Zip: Poioer, GA. 31322

Telephone Number: 9125967893

Email Address: ratcl194@gmail.com

Council Meeting Date: 2/5/26

PURPOSE:

Brief summary / paragraph of topic:

Tuition-Free Public Charter: High-quality, specialized education at no cost to families.

STREAM Focused: Integrating Reading and Arts with STEM for a complete literacy-based technical education.

Individualized Learning: A high-performance alternative to "one-size-fits-all" classrooms.

College & Career Ready: Mastery-based curriculum aligned with Georgia Standards of Excellence.

Enrollment Interest: Open to students seeking an innovative, technology-rich environment

Patricia Ratcliffe

1/27/26

Signature

Date

A request must be received by the City Manager by the close of business on the Wednesday prior to the requested City Council Meeting date in order to include this form in the City Council packet.

NEW BUSINESS

ITEM 2

Attachment

Not Provided

NEW BUSINESS

ITEM 3



George Kiethley
912-610-1172 /
georgekiethley1@gmail

John Floyd
912-977-5446
Johnfloyd2128@gmail.com

**37 Hill St NE.
Ludowici, Ga. 31316**

Dear Bloomingdale City Council,

We are sending this letter in hopes of clarifying what J&G Services is proposing to do regarding the water situation for Mr. Ray Demott's industrial park on Jimmy Deloach Parkway. According to Georgia EPD, if a well system serves no more than 10 services connections or a population of 25, for more than 60 days out of the year, then the system would not meet the requirements to fall under the purview of the state. With this regulation in mind, we are proposing to use an existing well on an adjacent property to serve 10 office building taps. To do this we would run a new 2 inch main and connect it with an existing 4 inch main that the office buildings are already tapped from. We would then sever that distribution main from the existing main going from the main well to the concrete plant and warehouse. These two separate systems would meet the criteria to not fall under the states purview. We were also made aware of the concern of whether the two separate properties had to be under the same ownership to use the water. After consulting with state regulators, we can confirm that no such barrier exists. As long as the above-mentioned regulation of taps and population requires are not surpassed, the proposed project is an acceptable solution. If you have any questions or concerns, please don't hesitate to contact us. Thank you for your time.

A handwritten signature in blue ink that reads "John M. Floyd".

John Floyd

CEO of J&G Services

02/03/2026

To: The City of Bloomingdale, City Council and City Manager

From: Terry and Margie Landing

It is our request that making any approval of rezoning Ray DeMott-DeMott Development properties located at 270 DeMott Dr. Bloomingdale, Ga. Which is adjacent to our property 150 Towles Rd. Bloomingdale, Ga. If rezoning is to be considered we ask that approval be contingent upon the following.

BERMS must be placed behind our property that is adjacent to DeMott's property and extend 200 feet past the left and right side of our property line making the berms 900 feet long. The berms are to be a minimum of 18 feet high with a minimum 25 feet base.

The word STOP be painted on Demott Dr. before the first set of stop signs.

SPEED BUMP 5 feet wide and at least 8 inches high before the first set of stop signs.

AUTHORIZED PERSONEL ONLY signs.

SECURITY CAMERAS and Security personel provided by Mr. DeMott.

STOP SIGNS on both left and right side with blinking lights working at all times on the stop signs on DeMott DR.

CITY OF BLOOMINGDALE patrolling and enforcing stop signs.

Note: The encroachment of DeMott Drive onto Towles Road has been fraught with dangerous risk of life and stressful anxiety from it's inception.

Sincerely,




NEW BUSINESS

ITEM 4

**State of Georgia
City of Bloomingdale
Chatham County**

DEVELOPMENT AGREEMENT

This Agreement is made and entered into this ___ day of _____, 2026, by and between NRT Holdings, LLC., (Owner of Project) and the City of Bloomingdale, an incorporated municipality of the State of Georgia,

RECITALS:

Whereas, NRT Holdings, LLC., hereinafter referred to as the Developer, is the developer of a tract of land consisting of 1.5267 acres located on Little Neck Road, Lot D-1-D, PIN: 81039 01034, Bloomingdale, Georgia, hereinafter referred to as the Project, a proposed Commercial Development consisting of retail rental space and a Dunkin Donuts which amount to approximately 18 equivalent residential units (ERUs) as shown on the attached drawing, entitled “Preliminary Development Plan”, attached hereto as Exhibit A; and

Whereas, the Developer desires certain commitments from the City of Bloomingdale, Georgia, herein referred to as Bloomingdale, with regard to the supply of potable water and wastewater services for the Project; and

Whereas, the Developer requests that Bloomingdale provide potable water supply and waste water disposal to the Project; and

Whereas Bloomingdale finds that the providing of potable water and sewage treatment to the Project is consistent with and in furtherance of the goals and purposes of the future plans of Bloomingdale and is in the best interest of the City of Bloomingdale, it is hereby agreed as follows:

WITNESSETH:

Section 1. Definitions.

Equivalent Residential Unit or ERU shall mean the number of residential units to which the water demand of a customer is equivalent, where a single-family residential unit is assumed to have an average demand of 300 gallons per day. The number of ERUs assigned to a building or structure shall be determined in accordance with the definition contained in the potable water supply and sewer agreement between Bloomingdale and City of Savannah which incorporates the City of Savannah Revenue Ordinance.

Section 2. The Facilities/Off-site Improvements.

Developer has retained or will retain, subject to approval by Bloomingdale, one or more competent professional engineers registered in the State of Georgia to design and oversee the construction of such improvements as are necessary to construct the water distribution system and sewage collection systems from the connection points on Little Neck Road to the Project and to distribute potable water and collect effluent from said Project, as shown on the Preliminary Engineering Master Plans attached hereto as Exhibits B-1, B-2, and, if applicable, B-3, respectively, and hereinafter referred to as the Facilities/Off-Site Improvements. The Developer shall provide to Bloomingdale all engineering information, plans, materials, sketches, plats, data, surveys, and drawings that are related to the Facilities/Off-Site Improvements. Said information shall include all Georgia DOT permits and Utility Easement Plats along Little Neck Road and in the Project. The Facilities/Off-Site improvements shall include but not be limited to the following:

- Extend the Bloomingdale water main from the connection point located on Little Neck Road to the Project.

- The Bloomingdale water main shall be extended to the Project and the Developer shall provide to Bloomingdale sufficient easements over the Project to allow the water main to service adjacent properties.
- When the water line construction has been completed, the Developer shall provide a chlorination sample to Bloomingdale.
- During the construction of the water line, the Developer shall provide pressure checks at such intervals as requested by Bloomingdale.
- The Developer shall provide fire hydrants along the water line, as directed by Bloomingdale.
- The Developer shall extend the Bloomingdale gravity sewer main from the connection point located on Little Neck Road to the Project.
- The sewer for the Project shall be a gravity type system and not a grinder pump type system, and the Developer shall provide to Bloomingdale sufficient easements over the Project to allow the sewer main to service adjacent properties.
- Developer shall provide all necessary equipment and items to install a properly functioning gravity sewer system. The sewer pipe shall be no less than 8 inches wide.

The Facilities/Off-Site Improvements shall be constructed at Developer's sole expense and Bloomingdale shall own the Facilities/Off-Site Improvements upon completion of construction. Bloomingdale shall not be responsible for paying the Developer for the cost or value of the Facilities/Off-Site Improvements. Developer shall ensure that the Facilities/Off-Site Improvements are of sufficient capacity to serve the Project.

The Facilities/Off-Site Improvements shall be approved by Georgia EPD. The Developer shall construct the Facilities/Off-Site Improvements, according to Bloomingdale specifications.

When the Developer has completed the Facilities/Off-Site Improvements and the On-site improvements and has requested services, Bloomingdale shall not be liable to the Developer for special damages, general damages, nor consequential damages, economic losses, or any type of damages in the event that availability of any or all of said services is delayed.

Section 3. On-Site Improvements.

Developer has retained or will retain, subject to approval by Bloomingdale, one or more competent professional engineers registered in the State of Georgia to design and oversee the construction of such improvements as are necessary to construct the water distribution system and sewage collection systems from the connection points to the Project and to distribute potable water and collect effluent within and from said Project, as shown on the Preliminary Engineering Master Plans attached hereto as Exhibits C-1, C-2, and, if applicable, C-3, respectively, and hereinafter referred to as the On-Site Improvements. The On-Site Improvements shall be constructed at Developer's sole expense. Developer shall ensure that the On-Site Improvements are of sufficient capacity to serve the Project. The water supply and distribution lines shall be constructed so that the water supply line to each commercial space shall run through a separate individual water meter. Each businesses located within the Project shall be required to pay the minimum cost for a water, sewer, garbage service account. All water meters shall be purchased from the City of Bloomingdale. Developer shall grant to Bloomingdale perpetual easements within the Project for the purpose of accessing each water meter and sewer infrastructure.

The Developer will insure that all parcels, lots, on site improvements, and infrastructure of the Project are designed according to Bloomingdale standards and specifications.

The Developer shall comply with Bloomingdale's reuse ordinance requirements.

The Developer shall provide to Bloomingdale all engineering information, plans, materials, sketches, plats, data, surveys, and drawings that are related to the Project to include the Georgia Power lighting plans. The Developer shall cooperate with Bloomingdale in obtaining the required access and/ or easements in order to facilitate the construction of the water infrastructure, sewer infrastructure, and reuse water distribution system. The Developer shall also grant and convey all necessary easements and right-of-ways to Bloomingdale which may be required in order to construct and/or maintain the necessary water, sewage, and reuse systems for the project or surrounding properties.

Section 4. Inspection, Construction and Dedication of the Facilities/Off-Site Improvements and the On-Site Improvements.

- A. Developer shall provide for inspection of the Facilities/Off-Site Improvements and the On-Site Improvements by the design engineer during construction and shall ensure compliance with all Bloomingdale design, ordinance, and construction requirements. Developer shall provide to Bloomingdale a statement from the design engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the materials and workmanship, including but not limited to pipes, bedding, thrust blocks, valves, fire hydrants, pumps, and other related material and work meet Bloomingdale's specifications and standards. Further, the Developer shall be responsible for paying fees incurred by Bloomingdale as a result of Bloomingdale's engineer reviewing the plans and construction phases and inspections of the Facilities/Off-Site Improvements and the On-site Improvements. Developer shall provide two (2) copies of "as built" drawings as well as two (2) digital formats of the

Facilities/Off-Site Improvements and the On-Site Improvements signed by the design engineer and/or independent inspector on Mylar. Upon request of Bloomingdale, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and fire flow tests required by Bloomingdale. All design, construction, inspection, and other costs incurred to construct the Facilities/Off-Site Improvements and the On-Site Improvements and connect to Bloomingdale water distribution and sewage collection shall be borne by the Developer. The Developer shall hold Bloomingdale harmless for and indemnify Bloomingdale against any and all claims for damages, property damages, or personal injuries caused by or arising from the construction of the Facilities/Off-Site Improvements or/and On-Site Improvements.

- B. Upon completion of the construction of the Facilities/Off-Site Improvements and the On-Site Improvements, certification by the design engineer, provision of the “as built” drawings, and review by Bloomingdale’s engineer, and compliance with any other requirements imposed by Bloomingdale pursuant to section two (2) and section three (3) of this agreement, Bloomingdale shall, upon dedication by the Developer and subject to approval of the City of Bloomingdale, which approval shall not be unreasonably withheld, accept title to and assume responsibility for maintenance and operation of those portions of the Facilities/Off-Site Improvements and the On-Site Improvements located within public easements or right-of-ways, up to and including individual water meters; provided that Bloomingdale shall not accept title to or responsibility for

maintenance of sewage, water, or re-use water lateral lines outside of public easements or rights-of-way. This dedication shall include all rights, title, and interest that the Developer has in the Facilities/Off-Site Improvements and the On-Site Improvements and also all easements and/or rights-of-way required for the purpose of maintenance thereof.

- C. Developer shall provide to Bloomingdale a recordable plat(s) showing all public easements and/or rights-of-way that will contain utilities that, once constructed, are to be owned and maintained by Bloomingdale. This document shall be provided prior to construction of each phase of development. Should installation deviate from the original recordable plat, the Developer shall provide to Bloomingdale a revised recordable plat showing all utilities in fact located in public easements and rights-of-way. If the Developer fails to provide a revised plat, Bloomingdale shall not accept the On-Site Improvements, nor issue a Certificate of Occupancy for any building or structure within that phase of the Project.

Section 5. Impact Fees.

City of Bloomingdale Impact Fees

The City of Bloomingdale assesses Impact Fees for all new construction. Developer hereby agrees to pay Bloomingdale roads/drainage impact fees, parks/recreation impact fees, and public safety impact fees according to Bloomingdale City fee schedule as established and amended from time to time. However, ERUs and Capital cost recovery fees, which were estimated by the Developer, may be subject to change based upon the acceptance of the estimated values by the City of Savannah.

Section 6. Other Fees.

The Project shall be subject to capital cost recovery fees outlined in the Water and Sewer Agreement between Bloomingdale and Savannah and all fees and charges established by ordinance or regulation of the City of Bloomingdale, including, but not limited to permit, tap, building, and connection fees. Such fees and charges shall be due and payable as provided by the Water and Sewer Agreement between Bloomingdale and Savannah, an ordinance, or resolution of the City of Bloomingdale. Such fees and charges may be changed from time-to-time by ordinance or resolution of the City of Bloomingdale. However, any change shall be uniformly applied to all users of the public services.

The Developer shall be responsible for all cost incurred by Bloomingdale for professional fees associated with the review of the Project (Facilities/Off-Site Improvements and On-site Improvements) which shall include legal, architectural, and engineering reviews, but not be limited thereto.

The Developer shall pay Bloomingdale all cost to cover administrative cost and professional fees incurred by Bloomingdale as a result of this project. Said fees and cost shall be due at the time Bloomingdale incurs such fees and cost.

Section 7. User Rates and Fire Fees.

User charges for water consumption and sewage collection and Fire fees shall be billed to the property owner(s) or occupant(s) based upon the rates and terms established by the City of Bloomingdale.

Section 8. Garbage Service.

Bloomingdale shall provide garbage service to the Project. User charges for garbage shall be billed to the property owner(s) or occupant(s) of each individual resident, leased space,

business, or occupied area based upon the rates and terms established by the City of Bloomingdale.

Section 9. Term.

The term of this agreement shall be sixty (60) months, commencing on March 2, 2026, and ending on March 1, 2031. Prior to the expiration of this agreement, either party shall have an option to renew this agreement for an additional twelve (12) month period if both parties agree to extend the contract and execute a modification to that effect. Further, the parties agree that time is of the essence as it relates to this agreement.

Section 10. Compliance with Laws.

Developer shall comply with all existing and future city ordinances, rules, and regulations relating to the connection and use of Bloomingdale's services. Nothing in this Agreement shall limit the right of Bloomingdale to impose other fees to enable Bloomingdale to recover all costs incurred in providing services to the Project, which are uniformly charged to all other users of the public services provided by Bloomingdale.

Section 11. Governing Law; Forum Selection.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Any action arising from this Agreement shall be filed in the Superior Court of Chatham County, Georgia.

Section 12. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties.

Section 13. Modification of Agreement.

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by both parties.

Section 14. No Waiver.

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section 15. Effect of Partial Invalidity.

In the event that any part or subpart of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Section 16. Paragraph Headings.

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.

Section 17. Notices.

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given upon receipt by certified mail or hand delivery as follows:

If to Developer: NRT Holdings, LLC.
 215 Westbrook Lane
 Pooler, Georgia 31322

If to Bloomingdale: City of Bloomingdale
 P.O. Box 216
 Bloomingdale, Georgia 31302

Section 18. Excusable Delay.

Neither Bloomingdale nor the Developer shall be liable to the other or any successor in interest for any loss, cost, or damage arising out of, or resulting from, non-performance or delayed performance of the terms of this Agreement where such non-performance or delayed performance is the result of circumstances or occurrences beyond the reasonable control of the responsible party (each, a “force majeure”), which, as used herein, shall be deemed to include, non-performance or delayed performance resulting from acts of God, strikes, lockouts, blockades, insurrections, riots, explosions, fire, floods, or any other cause not within the reasonable control of the responsible party; provided, however, that in no event shall the foregoing “force majeure” clause apply to abate or delay any obligation to pay money. In no event shall Bloomingdale be held liable to the Developer for consequential damages, special damages, general damages, economic losses, or any damages arising from delayed performance.

Section 19. Assignment.

This Agreement may be assigned in whole or in part by the Developer with the prior written approval of Bloomingdale, which approval shall not be unreasonably withheld, conditioned, or delayed. Provided that the assignment does not result in an increase in the estimated number of equivalent residential units included within the Project. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.

Section 20. Construction of Agreement.

The parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other statute or rule of law requiring construction against the party causing the Agreement to be drafted.

Section 21. Community Improvement District.

Community Improvement District (CID). Bloomingdale has created by ordinance and resolution a Community Improvement District. The Developer agrees to participate in the CID and cooperate with the City in forming and establishing the CID. Any property owner located within the Community Improvement District shall pay, after receiving a certificate of occupancy for any building or buildings to be constructed on a tax parcel located within the Community Improvement District, a fee equal to 3.79 mills based on the 40% value of the land and improvements (“CID Fee”). The CID Fees will be paid to the City of Bloomingdale or controlling board of the CID in accordance with bylaws established for the Community Improvement District.

IN WITNESS WHEREOF the Developer has executed these presents under seal and Bloomingdale has caused these presents to be executed by its proper officer under seal affixed, this ____ day of _____, 2026.

DEVELOPER: NRT Holdings, LLC.

BY: _____
Print Name: _____

EXECUTED IN THE PRESENCE OF:

WITNESS

Sworn to and subscribed before me this
____ day of _____, 2026.

NOTARY PUBLIC

CITY OF Bloomingdale, GEORGIA

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

NEW BUSINESS

ITEM 5

NEW BUSINESS

ITEM 6

Feb 5 / PH



City of Bloomingdale
 8 West Highway 80
 P.O. Box 216
 Bloomingdale, Ga. 31302
 Phone: (912) 748-0970
 Fax: (912) 748-1005

For staff use only

Petition Number 26-0001

Date Submitted _____

Property Owner _____

Property Address _____

Action by Planning Commission: _____

Date of Action by Planning Commission _____

Action by Council _____

Date of Action by Council _____

REZONING CHECKLIST AND APPLICATION

Please type or print legibly. If necessary, attach additional sheets to fully answer any of the following sections. This form, along with application, application fee and required documents must be submitted at least seven (7) weeks prior to the regularly scheduled meeting of the Planning Commission.

Petitioner should refer to the City of Bloomingdale's Code of Ordinances, Zoning Appendix, to understand and adhere to all requirements. This document is for application purposes only and does not replace any procedures set forth in the Code of Ordinances.

Please complete the following checklist to verify all required items are included. Incomplete applications will not be accepted.

YES	NO	NA	
			Completed application form
			Legal description of property or metes and bounds description (Attach a boundary survey, recorded or proposed plat, tax map, or scaled plot plan to identify the property boundary lines. Survey, plat or map must show nearest public right-of-way)
			Map of adjacent properties and zoning
			Non-refundable filing fee, payable to City of Bloomingdale \$800.00
			If the petitioner is not the property owner, a signed, notarized statement from the owner authorizing the petitioner/agent to act on his or her behalf is required
			Site plan, if applicable
			Disclosure of Campaign Contributions, if applicable

Development of Regional Impact

If the project is a Development of Regional Impact (DRI), the project must first be reviewed by the State of Georgia before rezoning petition can be reviewed by the City of Bloomingdale. See <https://dca.ga.gov/local-government-assistance/planning/regional-planning/developments-regional-impact> for more information.

REZONING APPLICATION FORM

I. General Information

Petitioner/Applicant: (Note: A signed notarized statement of authorization from the property owner is required if the petitioner is not the property owner.)

Name: City of Bloomingdale
Address: 8 W US Hwy 80
Telephone: 912-748-0970 Cell _____
Email c.kridge@bloomingdale-ga.gov

Property Owner: (If same as petitioner, write "same")

Name: Savannah Economic Dev. Authority
Address: 906 Drayton St
Savannah, GA 31401
Telephone: _____ Cell _____
Email _____

II. Property Description

Address: Legal address or general street location (nearest street intersections)
no 911 address

Legal Description: Name of subdivision, block, lot number, etc; or if none, by metes & bounds:
23090.25
W090.25 W. Side (Hwy 204)

Property Tax ID #: 11040 02002

Total Area of Property: 22.5 acres

If the property is contiguous to property with a more restrictive zoning classification or abutting or fronting onto an arterial or collector street, then a site plan is also required at the time of rezoning.

III. Action Requested

Action Requested: Rezoning (Map amendment) Variance

Previous Applications: Have any previous applications been made for a text or map amendment Affecting this same property or properties?

Yes No

If yes, give application number: _____

Date: _____ Action taken: _____

If exact application number, date, or action is not known, provide the approximate date of previous application: _____

Zoning Classification: Present zoning: R-A Requested zoning: PUD/PI D

Existing Land Use: Specify such as single family residence, grocery store, vacant land, etc.:
wild land / swamp

Proposed Land Use: Specify such as single family residence, grocery store, vacant land, etc.:

Justification: List reasons for requesting the change(s); attach pages, if needed.

IV. Other Information

Adjacent Property Owners:

Provide a list of the names and mailing addresses of all adjacent property owners of the subject property. (Use separate sheet if necessary)

Name: Mailing Address:

I have received and understand the checklist of actions needed to amend the Bloomingdale Zoning Ordinance/Zoning Map. It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of providing the need for the proposed amendment rest with the applicant.

Owner _____
Signature

Agent _____
Signature

Disclosure of Campaign Contributions:

The Conflict of Interest in Zoning Actions Act (O.C.G.A. Chapter 67A) requires that an applicant for a zoning action must disclose campaign contributions in the amounts of \$250 or more that have been made to local government officials who will consider the application. A local government official includes the Mayor and members of the City Council and the Planning Commission. Agents, including attorneys, who may represent the applicant, must also disclose such campaign contributions. If this Act is applicable, it shall be the duty of the applicant to file a disclosure report with the City of Bloomingdale Clerk of Council showing the following:

- 1) The name and official position of the local government official to whom the campaign contribution was made; and
- 2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for zoning action and the date of each such contribution.

This disclosure shall be filed within ten (10) days after the application for action is first filed.

Signature

Approval of an application for rezoning or variance by the City of Bloomingdale does not constitute a waiver from any applicable local, state or federal regulations.

I hereby certify that the above stated facts are true to the best of my knowledge and belief and that I am the owner or authorized agent for the owner of the subject property.

Sworn to and subscribed before me on this ____ day of _____.

X

Owner's signature or Authorized Agent

Notary Public

Printed Name

City of Bloomingdale

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning, Conditional Use, Variance, Site Plans & Subdivision Submittals

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Chatham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a variance, conditional use, rezoning of property or a site plan submittal.

Name of applicant: _____

Address: _____

City & State: _____ Zip _____

Telephone number: _____

Signature of owner

Personally appeared before me _____

Who swears that the information contained in this authorization is true and correct to the best of his/ her knowledge and belief.

Notary Public

Date

Denise Kerby

From: Charles Akridge
Sent: Friday, January 2, 2026 12:32 PM
To: Denise Kerby; Taylor Swain
Subject: Fw: Annexation Notice
Attachments: Bloomingdale-Chatham Co.-annexation-notice.docx

Let's discuss Monday at 9 Development Meeting

Get [Outlook for iOS](#)

From: rdattayatlaw@windstream.net <rdattayatlaw@windstream.net>
Sent: Friday, January 2, 2026 12:24:27 PM
To: Charles Akridge <cakridge@bloomingdale-ga.gov>
Subject: Annexation Notice

See attached notices. They are being placed in the mail today.

The City needs to fill out a zoning application for this property going from R-A in the County to PUD/PID in Bloomingdale. Then advertise the zoning change for a public hearing. We should be able to hold the public hearing at the first meeting in February and pass the annex and zoning ordinances at that meeting.

Thanking You,
J. Raymond Dickey

EXHIBIT "A"

J. RAYMOND DICKEY
ATTORNEY AT LAW

Mailing Address:
P.O. Box 1099
Rincon, GA 31326

Telephone#: 912-826-2500
Facsimile#: 912-826-5936

Physical Address:
217 West 8th Street
Rincon, GA 31326

January 2, 2026

Board of Commissioners of Chatham County, Georgia
P.O. Box 8161
Savannah, Georgia 31412

Via Certified U.S. Mail # 9589 0710 5270 2236 7291 41

Re: Annexation of Property owned by:

Savannah Economic Development Authority, 22.5 acres, (Parcel ID # 11040 02002)

Dear Commissioners:

Please be advised that the City of Bloomingdale, Georgia, by the authority vested in the Mayor and the Council of the City of Bloomingdale, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the properties hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

On December 4, 2025, the City of Bloomingdale, Georgia, voted to accept a petition for annexation of the above listed property.

This letter has been sent to you by certified mail, return receipt requested, within thirty (30) days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of Bloomingdale, in accordance with O.C.G.A. § 36-36-6 and O.C.G.A. § 36-36-9 and within seven (7) calendar days of the filing of an application for zoning pursuant to O.C.G.A. § 36-36-11. All properties to be annexed are contiguous with the current incorporated limits of the City of Bloomingdale, Georgia.

The legal description of the property is as follows:

Please see Exhibit "A" attached hereto which is hereby incorporated herein and made a part hereof.

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the governing authority of the City of Bloomingdale, in writing and by certified mail, return receipt requested,

of any County facilities or property located within the property to be annexed, within **five (5)** business days of the receipt of this letter.

Pursuant to O.C.G.A. § 36-36-11 a public hearing on zoning of the properties to be annexed will be held. The dates of the zoning public hearing will be advertised in the legal organ of Chatham County, Georgia. If the County has an objection under O.C.G.A. § 36-36-11 or under Article 7 of the same title and chapter, in accordance with the objection and resolution process for these statutes and Georgia law, you must notify Dennis Baxter, Mayor of the City of Bloomingdale, within seven (7) calendar days of the receipt of this notice or the time frames listed under Article 7 or Georgia law of the same title and chapter.

Further, pursuant to O.C.G.A. § 36-36-111, the current zoning of the property (22.5 acres) of land in the County is R-A, and the current land use of the property is wild land/swamp. The proposed zoning in Bloomingdale for the tract of land (22.5 acres) as described on Exhibit "A" when annexed will be PUD/PID (Planned Industrial Development) and the intended land use will be wild land/swamp. The owner of the property also owns all of the property that surrounds or borders the subject tract of land. All of the property that surrounds or borders the subject property is zoned PUD/PID.

If there are any questions, please do not hesitate to contact me by telephone or email (rdattyatlaw@windstream.net).

Thanking you, I remain...

Sincerely,

J. Raymond Dickey
Attorney for the City of Bloomingdale

JRD/skd
Enclosures as noted.

Cc:
Savannah-Chatham County School Board

NEW BUSINESS

ITEM 7

52-404 J. – Recording Changes to the Zoning Map

After final action by the Mayor and City Council on a zoning decision, any necessary changes to the official and unofficial zoning maps shall be made by the Zoning Administrator within 45 days and shall be dated and signed by the Mayor. Only changes authorized to be made by the Mayor and Council, after compliance with the amendment procedures of this ordinance, shall be made and recorded on the official zoning map and official copy of this ordinance, as maintained for public inspection and copying in the City Clerk's office.

52-404 K. – Notification of Final Decision

The Zoning Administrator shall convey the final action, in writing, on a zoning decision to the applicant within five business days of the Mayor and City Council making such decision.

52-404 L. – Records of Final Decisions

All records concerning proposed zoning decisions, whether approved, denied or withdrawn, shall be maintained by the City Clerk as public records of the city.

52-404 M. – Reapplying for a Zoning Amendment

If an application for rezoning is denied by the Mayor and City Council, the same request shall not be reconsidered for six months from the date of such denial. Voluntary withdrawal by the applicant, prior to a vote on final action by the City Council, shall not constitute a denial.

52-405. - Rezoning Evaluation Criteria.

All proposed rezonings of property shall be evaluated in light of the following standards used to interpret the balance between an individual's right to the use of their property and the public health, safety or general welfare of the community. In applying these standards, expression of opinions unsupported by objective factual analysis, using the criteria set forth below, should not be considered by the Mayor and City Council.

1. Existing uses and zoning of adjacent properties;
2. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned, although such use may not be its highest and best potential use.
3. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;
4. The relative gain to the public as compared to the hardship imposed upon the individual property owner (applicant) by maintaining the existing zoning;
5. The suitability of the subject property for the purposes for which the applicant seeks to have it rezoned, including availability of existing infrastructure (when required infrastructure is not available, applicant should address the means by which it will be provided – water, sewer, drainage, roads, streets, access to property, etc...);
6. The compatibility of the applicant's proposed use of the property, if rezoned, with surrounding properties and uses (the applicant should address measures to reduce negative impacts of the proposed use, including applicant's position on any conditions attached to a recommendation for rezoning by the Zoning Administrator and/or Planning and Zoning Board);

7. Any environmental, historic, cultural or aesthetic concerns unique to the subject property or proposed use, and how applicant proposes to mitigate any negative impacts on surrounding properties and the community at large;
8. Whether there has been a change in conditions of the subject property or properties in the vicinity of the subject which give supporting grounds for either approval or disapproval of the zoning proposal;
9. If applicable, the length of time the subject property has been vacant or substandard as zoned, when considered in the context of land development in the vicinity of the property.
10. It must not be detrimental to the use or development of adjacent properties, or to the general neighborhood so as to adversely affect the health, safety or general welfare of citizens;
11. The proposed use will not constitute a nuisance or hazard or otherwise adversely affect the public interest because of the number of persons who may normally be expected to use such facility or type of physical activity;
12. Other items that may be considered include traffic flow, availability of off-street and on-street parking, protective screening, hours and manner of operation of the proposed use, outdoor lighting, signage and ingress and egress to the property;
13. Is the request a logical extension of a zoning boundary which would improve the pattern of uses in the general area and conform to the comprehensive plan;
14. Is this request an illogical extension of a zone boundary which would intrude a damaging volume of (a) commercial, (b) industrial, (c) high-density apartment use into a stable neighborhood of well-maintained single-family homes, and would be likely to lead to neighborhood deterioration, the spread of blight, and requests for additional zoning of a similar nature which would expand the problem;
15. Is the request spot zoning and generally unrelated to either existing zoning or the pattern of development of the area, and contrary to the intent of the comprehensive plan;
16. Would granting this request extend to the applicant development rights denied to other[s] similarly situated in the same area;
17. Could a change in zoning classification adversely affect market values and/or tax rates of nearby properties; and
18. The applicant must meet all specific requirements established in this ordinance for the particularized special use requested, including design treatments required by Articles 5 and 6.

NEW BUSINESS

ITEM 8



INVITATION TO BID SURPLUS PROPERTY

The City of Bloomingdale will accept sealed bids for the following Surplus Property items:

ITEM	MILEAGE	DEPARTMENT	Notes	MIN. BID
2013 Ford Explorer XLT	83,042 Miles	City Hall	Vehicle is Fully Functional.	\$7,000
2013 Ford Escape	47,182 Miles	City Hall	Vehicle is Fully Functional.	\$5,700
1991 GMC Topkick Dump Truck	-	Public Works	Functional but the Instrument closure does not work.	\$1,250
2006 F-250 4-Wheel Drive	-	Public Works	Does not run; needs new motor.	\$500
2018 Ford Explorer	100,351 Miles	Police	Vehicle is Fully Functional.	\$3,000
2012 Dodge Charger	159,644 Miles	Police	Vehicle is Fully Functional.	\$3,000
2016 Ford Taurus	127,942 Miles	Police	Vehicle is Fully Functional.	\$3,000

The deadline for the submission of bids is Noon on January 26th, 2026. Bids should be submitted to the attention of City Administrator Charles Akridge at City Hall. Bid forms are available at City Hall but are not required. The bids will be opened and read aloud at the General Services Committee Meeting on January 26th, 2026 at 4:00 pm at the City Hall Conference Room. Bids should be clearly marked with the item number listed above and the bid item on the envelope. In the event of a tie, the first bid submitted will prevail. Bids will be awarded at the February 4, 2026 City Council Meeting. All vehicles are sold as is with no warranties expressed or implied.

Any inquiries for the bids and/or subject items should be directed to Taylor Swain at (912) 748-0970 or tswain@bloomingdale-ga.gov. Viewing of the items is by appointment only. The City of Bloomingdale reserves the right to reject any and all bids, waive any informalities and award the bids in the best interest of the City.

SURPLUS PROPERTY BID

1991 GMC Topkick dump truck

I bid a total of \$ 1262.00 for this surplus vehicle.



1/20/24

Terry Jones

Bid Submission Date: Jan 22 2026

Bidder: Lwy & Auto Sales

Item: _____

Bid amount: _____

972 - 663 - 7790

1991 Gmc topkick \$1000 X

2006 Ford F250 \$500 ✓

2018 Ford explorer \$1500

2012 Dodge charger \$1500 X

2016 Ford taurus \$1500

NEW BUSINESS

ITEM 9

**RESOLUTION OF BLOOMINGDALE CITY COUNCIL
SURPLUS PROPERTY**

WHEREAS, it has been determined by the City of Bloomingdale City Council that certain property described in a list attached hereto as Exhibit "A" has become excess and of no use for the purposes for which it was intended.

WHEREAS, it is evident that the property should be declared unusable, unserviceable, and surplus by the City of Bloomingdale;

NOW, THEREFORE, BE IT RESOLVED, that I, City of Bloomingdale Mayor Dennis G. Baxter, hereby declare the subject property unusable, unserviceable, and surplus and of no use to the city.

BE IT FURTHER RESOLVED, and it is hereby resolved that said excess property be disposed of and that this declaration be entered upon the minutes of the county records and properly recorded in the county property inventory records.

BE IT SO RESOLVED this ____ day of February 2026.

City of Bloomingdale, Georgia

By:

Dennis G. Baxter, Mayor

Attest:

Jennifer D. Scholl
City Clerk

Charles Akridge

From: Ferman Tyler
Sent: Wednesday, January 21, 2026 5:25 PM
To: Charles Akridge
Subject: FW: Replaced computers

Internal (chieftyler@bloomingdale-ga.gov)

[Safe](#) [Spam](#) [Phish](#) [More...](#) [FAQ](#) [Protection by INKY](#)

Charles,

Below is the email I received from Gigabits regarding the replaced computers/MDTs. They're asking whether you want them returned to the City for surplus (these units have no practical retail value) or if you'd like Gigabits to recycle them.

Please let me know which option you prefer so I can advise Gigabits accordingly.

Thanks,

Ferman Tyler - Fire Chief/ EMA Director
Bloomingdale Fire Department

104 Hwy 80 West
P.O. Box 216
Bloomingdale, GA 31302
(912) 748-7352 (v)
(912) 748-1519 (f)

Confidentiality Note: This message is intended for use only by the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately and destroy the material in its entirety, whether electronic or hard copy. Thank you.

From: Kyle Foster-Ballinger <Kyle@gigabitstech.com>
Sent: Wednesday, January 21, 2026 3:52 PM
To: Ferman Tyler <chieftyler@bloomingdale-ga.gov>
Subject: Replaced computers

Hello Ferman,

As of today, the computer upgrades have been completed.

R-011-26 EXHIBIT "A"

What would you like to do with the old computers? At the office we have the two All-in-ones, the single nook pc (hardware failure), and the six MDT laptops.

As part of our process for every computer from the city, the storage drives have been removed and after a holding period the drives will be wiped and destroyed. We can either return the old computers to you for city surplus (it's not recommended to store for backup use as they are outdated with windows 10). We can also recycle them for you.

Thank you,



Follow us  

[Visit our website](#)

Kyle Foster-Ballinger Office Manager

 Kyle@gigabitstech.com

 (912) 675-5779

 (912) 348-4007

 **1011 Towne Center Blvd STE 104
Pooler, GA
31322**

NEW BUSINESS

ITEM 10



City of Bloomingdale
Special Events Ordinance

Purpose and Definitions.

(a) It is the purpose of this article to establish a predictable and structured special event application process and to ensure adequate advance notice of permitted special events in order to mitigate potential negative Impacts to the community It is the specific intent of the City to regulate only the time, place and manner of special events, not the content of any speech or expressive conduct.

(b) **Definitions.**

1. **City Administrator:** The City Administrator of the City of Bloomingdale.
2. **City:** The Mayor and Council of the City of Bloomingdale, Georgia, a municipal corporation, to include all areas within the corporate City limits of the City of Bloomingdale.
3. **Parade:** Any march, race, presentation, ceremony, pageant, demonstration, procession or motorcade of any persons or conveyances moving upon any public street or sidewalk of the City, which inherently will be unable to or is incapable of complying with the rules of the road as set forth in the Official Code of Georgia and City Code.
4. **Public assembly:** Any meeting, demonstration, picket line, rally or gathering of 100 or more people for a common purpose that will or is likely to interfere with the ordinary flow or regulation of pedestrian or vehicular traffic, or occlude any public area or facilities open to the general public.
5. **Sidewalk:** Any area or pathway set aside or open to the general public for purposes of pedestrian traffic, whether or not it is paved. Sidewalks are generally adjacent and parallel to roadways, although that shall not be the defining characteristic for purposes of this article.
6. **Special Event:** A temporary planned event, whether publicly or privately sponsored, including, without limitation, a block party, organized competitive event, parade, festival, or public assembly occurring on or within one or more city parks, squares, public rights-of-way, or that involves the reservation and use of a public venue, or closure of one or more rights-of-way, for a particular purpose which may involve the use of city services. This definition applies to this chapter only.

7. **Special Event Application:** The document submitted to the City by an applicant which contains all necessary event information for review as specified on the City generated application form.
8. **Special Event Permit:** A permit issued pursuant to the provisions of this chapter.
9. **Street:** Any place or way set aside or open to the general public for the purposes of vehicular traffic, including any berm or shoulder parkway, right-of-way, or median strip

Special Event Permit Required.

- (a) It shall be unlawful to promote, stage, conduct, organize or sponsor a special event within City without first applying for and receiving a special event permit.

Exemptions.

- (a) This chapter shall not apply to the following:
 1. Funeral processions.
 2. Students at or below grade 12 going to and from school classes or participating in educational activities, provided that such conduct is under the immediate direction and supervision of the proper school authorities.
 3. City-sponsored events.
 4. Casual use of public space generally characterized by spontaneity, a lack of formal organization or pre gathering coordination; and,
 5. A governmental agency acting within the scope of its governmental functions.

Special event application.

- (a) A special event application shall be submitted to the City for review.
- (b) Special event applications shall be submitted:
 1. No sooner than 365 days prior to the start of the event
 2. No later than 90 days prior to the start of the event
- (c) Applications for an event's initial year may be submitted for review up to eighteen months prior to the start of the event. This provision shall not apply to weddings or wedding receptions.
- (d) Special event applications, where applicable, shall include:
 1. The name or title of the special event.

2. The anticipated number of people participating.
3. The date(s) and times during which the special event will be conducted.
4. The exact location of the special event, and/or the route the special event will utilize.
5. Whether amplified sound will be used and, if so, a sound control plan.
6. Whether artificial lighting will be used.
7. Whether temporary static structures will be used, and if so, a complete description (including measurements) of the structures.
8. Whether vehicles will be used, and if so, a description of the vehicles and how they will be used.
9. The signatures of all residents and/or businesses situated on the street that is to be closed by a proposed block closure denoting approval.
10. A security and safety plan.
11. A medical response plan.
12. A waste management/ recycling plan.
13. A community outreach and notification plan
14. A site plan and/ or route diagram.
15. A certificate of insurance specifically naming 'The Mayor of the City of Bloomingdale' as a certificate holder with a waiver of subrogation in favor of the City.
16. A disclosure as to whether the applicant or entity for whom the application has previously conducted a special event within the City which has been subject to any civil, criminal, or administrative action.
17. A disclosure as to whether the applicant or entity for whom the application is made has defaulted upon, or is in arrears to, any payments due to the City.
18. The signature of the applicant.

(e) Any false statements or information provided in the application constitute grounds for revocation, suspension, and/or imposition of penalties.

Application review.

- (a) The City shall review and respond to applications within twenty-five (25) business days of receipt.
- (b) The applicant is required to meet with the City to present their event plan, confer on modifications to the plan, to amend the application, or provide clarifying information as may be needed for approval.

- (c) Amendments made to an application during the review period, except at the request of the City, shall be deemed a separate and new application.
- (d) The City may extend the review period if necessary to allow the applicant sufficient time to make any required modifications or amendments. Such time shall not exceed thirty calendar days prior to the proposed start of the event.
- (e) The applicant shall be notified in writing of the City's decision either to permit the event as planned, require modifications, or deny the application.

Application denials.

- (a) The City may deny an application for the following:
 1. The application does not contain all required information, or that information set out is so incomplete, vague, or ambiguous as to prevent full and meaningful review.
 2. The application contains material omissions, falsehoods, misrepresentations, or lacks authority to represent or bind the entity for which the application is made.
 3. The applicant or entity represented by applicant has, on prior occasion, damaged public property or is in arrears as to any civil, criminal, or administrative judgment or decision rendered against the applicant or entity.
 4. The applicant or entity represented by the applicant has on prior occasion violated the conditions of an approved special event permit within the past 3 years, calculated on a rolling calendar basis.
 5. The event plan as proposed would present an unreasonable risk or danger to health or public safety.
 6. The event plan, as proposed, geographically overlaps with another event, already permitted.

Appeals.

- (a) Appeals may be made to the City in writing within five (5) business days of receipt of a denial either in whole or in part.
- (b) The City shall schedule an appeal meeting between the applicant, the City Administrator and appropriate City staff to occur within five (5) business days of receipt of an appeal.
- (c) At the appeal meeting all parties shall produce any supporting information relating to the denial of the application

(d) The City Administrator shall make a final decision in writing which shall affirm, alter or reverse the denial of the application within 7 calendar days of the appeal meeting.

Revocation.

(a) The City shall have the authority to revoke a special event permit, at any time, if such conditions arise which present an imminent or undue danger to the public, or if the event becomes non-compliant with the provisions of the issued permit.

Severability.

(a) Should any section, provision, or clause of any part of this chapter be declared invalid or unconstitutional, or if the provisions of any part of this chapter as applied to any particular situation or set of circumstances be declared invalid or unconstitutional, such invalidity shall not be construed to affect portions of this chapter not so held to be invalid, or the application of this chapter to other circumstances not so held to be invalid. It is hereby declared as the Intent of the city that this chapter would have been adopted had any such invalid portion not been included herein.

AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief I have read, understand and agree to abide by the rules and standards described in this application. I agree to comply with all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and to the conduct of the event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes, and the City shall not be liable for the payment of such taxes. I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be Incurred by or on behalf of the Event to the City of Bloomington.

Applicant (Print Name)

Contact #

Applicant Signature

Date



INTRODUCTION

Permit applications must be received by the City of Bloomingdale at least 20 business days prior to the actual date of your event. In general, any outdoor organized activity open to the general public and/or involves the use of, or having impact upon, public property, public facilities, parks, sidewalks, street areas or the temporary use of private property in a manner that impacts or potentially impacts government services and/or varies from its current land use, requires a permit. It is our goal to assist event organizers in planning safe and successful events that create a minimal impact on the community's surrounding the events. We hope that you find these instructions helpful in completing your Special Event Permit Application.

PERMIT PROCESS

The permit application process begins when you submit to the City of Bloomingdale a completed Special Event Permit Application with a \$100 processing fee to be submitted with the application. Keep in mind that acceptance of your application is not to be construed as final approval or confirmation of your request. The City will assign a liaison to help guide you through the permit process. Copies of the application are forwarded and reviewed by all affected city departments and/ or public agencies. Throughout the review process you will be notified if your event requires any additional information, permits, licenses, or certificates. During our initial application screening process you will be allowed time to provide us with all pending documents (e.g. certificate of insurance, secondary permits, etc.). Delays in providing these items often delay our ability to finish our review process and approve your application in a timely manner.

EVENT INFORMATION

Name of Event	Event Location	Entry Fee (if applicable)
Event Date	Event Start Time	Event End Time
Description of Event		

APPLICANT INFORMATION

Applicant Full Legal Name	Driver's License & State
----------------------------------	-------------------------------------

Date of Birth & Place of Birth (City, State, Country)	SSN
--	------------

Physical Home Address

Mailing Address (if different)

Email	Phone
--------------	--------------

BUSINESS INFORMATION

LEGAL STRUCTURE OF ENTITY: SOLE PROPRIETOR CORPORATION LLC PARTNERSHIP

Legal Business Name	DBA (if applicable)
----------------------------	----------------------------

FEIN	GA Tax ID Number (STIN)
-------------	--------------------------------

Non-Profit Name & IRS Status (if applicable)

Before the undersigned attesting officer duly authorized to administer oaths, personally comes the applicant for a license to conduct the sale of alcoholic beverages in the City of Bloomingdale, says that the information given, and the statements made in this application are true, correct, and complete under penalty of law.

Applicant Name	Applicant Signature	Date
-----------------------	----------------------------	-------------

NEW BUSINESS

ITEM 11

ADMINISTRATIVE AND REGULATORY FEES CONT'D

- **Retail Sale of Beer and Wine:** Alcoholic Beverage Ordinance adopted January 19, 2012, \$1,000.00 (Monday – Saturday); \$500.00 (Sunday Sales); \$100.00 (Application fee)
- **Returned check charge:** \$35.00
- **Solicitors, Peddlers, Canvassers:** \$15.00 per day of solicitation for each solicitor or peddler issued for up to five (5) days, or \$100.00 for a flat regulatory fee to be paid at the beginning of the calendar year which covers those named employees registered with the original application a \$15.00 processing fee will be required on each new employee added during the year.
- **Street Vendors:** \$ 75.00 regular **or** \$15.00 per day of vending (temporary permit for special events)
- **Used Car Lots or Dealers:** \$300.00 for up to fifty (50) cars on standard 15,000 sq. ft. commercial lot
- **Special Event Permit Application Processing Fee:** \$300.00
- **Special Events Permit Fee:** \$300.00

NEW BUSINESS

ITEM 12

Georgia Structural Concrete
323 Mallard Pointe Dr
Rincon, GA 31326

DATE: JANUARY 27, 2026

TO City of Bloomingdale

LOCATION OF WORK		PAYMENT TERMS	DUE DATE
Bloomingdale Museum			
QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Remove and replace exterior visually accessible sections of rotting soffit, crown molding trim and exterior windows. Any hidden structural repairs needed behind trim and crown molding will be added cost. Such as rafters, cross members or original structure that would prevent trim from be reinstalled securely will be a separate charge.	\$7,500.00	\$7,500.00
2	Paint all exterior trim around windows, doors along with front porch white	\$6,800.00	\$6,800.00
3	Pressure wash, prime and paint roof green. Note this is for esthetics only	\$14,500.00	\$14,500.00
4	Repair 4 sections of archway on front porch with suggested repair. "Note it will be virtually impossible to save every brick removed a back up brick and color will be necessary and possible inquiry to historical society for approval." 1. Build templates as needed to support structure for brick removal. 2. Remove needed brick back far enough so structure can be inspected and to cover needed repair zone as requested. 3. Inspect and suggest any further repairs that may be required that are hidden behind the brick which are not covered in the estimate due to not having inspection access or damage assessment. 4.Grind and cut old mortar off removed bricks to preserve as many bricks as possible for historical purposes. Due to age of the bricks and the loss of integrity some of these bricks can break and not be reusable. 5. Reinstall brick with fresh motor secure with appropriate ties and remove templates once secured. 6.Repair severe cracks over front door entrances.	\$15,500.00	\$15,500.00
	Thank you for your business	Total	\$44,300.00

AM Royal Framing LLC.
83 Village Dr, Garden City, GA 31408
Phone: 704-974-1174

ESTIMATE

City of Bloomingdale
8 US-80, Bloomingdale, GA 31302

Estimate # 0000001

Repairs to Bloomingdale History Museum
205 US-80, Bloomingdale, GA 31302

Estimate Date 01/23/2026

Item	Description	Unit Price	Quantity	Amount
Service	Pressure wash, scrape down & paint roof (green)	14000.00	1.00	14,000.00
Service	Repair crown and front fascia around building	6500.00	1.00	6,500.00
Service	Paint all woodwork around entire building (white)	2300.00	1.00	2,300.00
Service	Repair all brick work in front of building	1500.00	1.00	1,500.00
Service	Paint railing on front porch (black)	1500.00	1.00	1,500.00
NOTES: Estimate Only. Does not include unforeseen repairs, an estimate will be sent for any unforeseen repairs. Contact: Ruben Munoz 912-604-1695 Estimate valid for 30 days.				
		Subtotal		25,800.00
		Total		25,800.00
		Amount Paid		0.00
		Estimate		25,800.00

Charles Akridge

From: Rodney West
Sent: Tuesday, December 30, 2025 5:56 PM
To: Charles Akridge
Subject: Fw: Your estimate 506 from J&T Southern Hospitality Home Solutions

*Museum Cost Estimates
Repairs*

Get [Outlook for iOS](#)

From: Ernest Grizzard <ernestgrizzard@bloomington-ga.gov>
Sent: Tuesday, December 30, 2025 2:39:29 PM
To: Rodney West <rwest@bloomington-ga.gov>
Subject: Fw: Your estimate 506 from J&T Southern Hospitality Home Solutions

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: J&T Southern Hospitality Home Solutions <noreply@sg-co.joistapp.com>
Sent: Monday, December 22, 2025 11:02:07 AM
To: Ernest Grizzard <ernestgrizzard@bloomington-ga.gov>
Subject: Your estimate 506 from J&T Southern Hospitality Home Solutions

City of Bloomington

Warning: Sender noreply@sg-co.joistapp.com has never sent any emails to your organization. Please be careful before replying or clicking on the URLs.

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 **J&T Southern Hospitality Home Solutions**

506

[Review Estimate](#)

James Phillips sent you a message:

We are excited about the possibility of working with you.

You can review your Estimate on a secure webpage.

ESTIMATE SUMMARY

Service Date: December 22, 2025

pressure wash scrape down and re-coat entire ro...	\$15,500.00
Replace crown and front fascia around building ...	\$5,860.00
paint all woodwork and windows on exterior of t...	\$4,400.00
repair all brick archways in front of building ...	\$1,630.00
Total	\$27,390.00

 [View PDF](#)

J&T Southern Hospitality Home Solutions

P: [9125072025](tel:9125072025)

jphillips62175@gmail.com

520 Old River Rd

Bloomington Georgia

31302

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Trouble seeing this email? Add us to your safe senders list

Speedy Heavy Duty
150 Dixie Road
Richmond Hill Ga 31324

January 15,2026

I am submitting this estimate of \$33,500 do the external work on the building which entails th following

- Scrape down and pressure wash
- Paint the roof
- Repair crown and front fascia around building
- Paint all woodwork around the entire building
- Paint railing on front porch
- pressure wash bricks around building

Net 2% 5 days

Thanks

Ray Hunter

NEW BUSINESS

ITEM 13

Return To: City of Bloomingdale
P.O. Box 216
Bloomingdale, GA. 31302

QUITCLAIM DEED

THIS INDENTURE is made and entered into as of the _____ day of January, 2026, by and between the **CITY OF BLOOMINGDALE, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia, the undersigned, hereinafter referred to as “Grantor”, and the **BLOOMINGDALE COMMUNITY IMPROVEMENT DISTRICT**, a municipal community improvement district, organized and existing under the ordinances of the City of Bloomingdale, Georgia, and the laws of the State of Georgia, herein after referred to as “Grantee”, to include its respective heirs, successors, legal representatives and/or assigns where the context requires or permits.

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to any reservations, terms or conditions contained herein, hereby remises, releases, and quitclaims unto Grantee all of its interest, in and to all that tract and parcel of land lying and being in Chatham County, Georgia (hereinafter the “Property”) as is more particularly described in Exhibit “A” (Existing Well House) attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the Property together with all and singular the rights, members, hereditaments, improvements, easements, and appurtenances thereto belonging or in anywise appertaining to the Property, unto Grantee, its successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be duly executed under seal as of the day and year first above written.

City of Bloomingdale, Georgia

By: _____
Mayor

Attest: _____
City Clerk

The dedication of property referenced herein is accepted this ____ day of _____ 2026.

Bloomingdale Community Improvement District

By: _____
Chairman

Attest: _____
City Clerk

Exhibit "A"

Legal Description

All that certain lot, tract or parcel of land situate, lying and being in the City of Bloomingdale, 8th G.M. District of Chatham County, Georgia, entitled "Existing Well House", with public road access, said metes and bounds being shown and more particularly described on that certain map or plat, dated January 21, 2026, made by EMC Engineering Services, for the City of Bloomingdale, Georgia and recorded in Plat Record Book ____, page ____, in the records of the Clerk of Superior Court of Chatham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof;

Title not searched nor certified by scrivener.

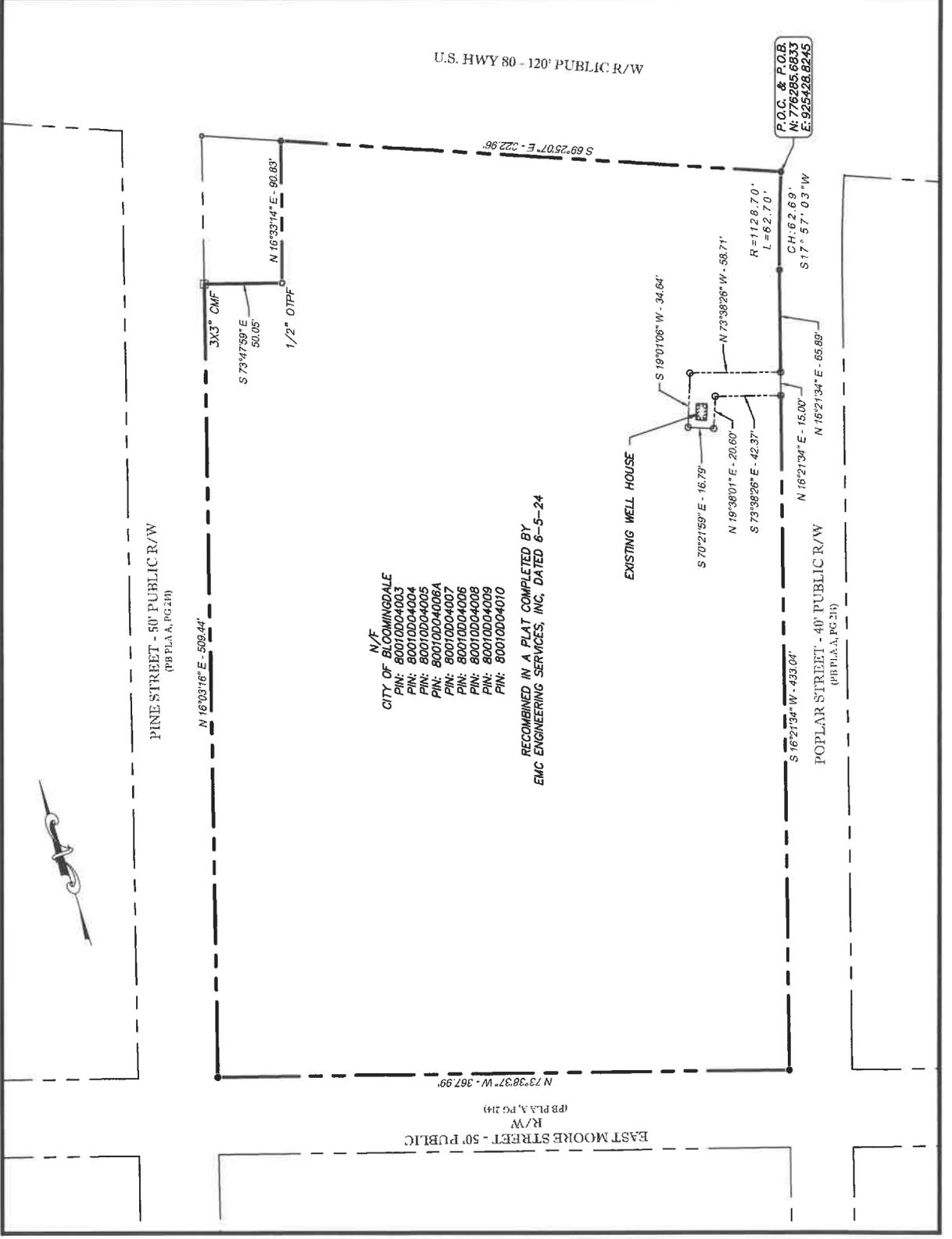
EMC ENGINEERING SERVICES, INC.
 27 Chatham Center S, Suite A
 Savannah, GA 31405
 Ph: (912) 212-9533
 Fax: (912) 233-4580
 em: savannah@emc-eng.com
 atlanta@emc-eng.com
 www.emc-eng.com

CITY OF BLOOMINGDALE
 Prepared for:
BLOOMINGDALE, GA
POPLAR STREET
TOWN CENTER PARK
CID WELL HOUSE SURVEY



PROJECT NO.: 26-1101
 DRAWN BY: TCB
 DESIGNED BY: -
 SURVEYED BY: -
 SURVEY DATE: 1/21/26
 CHECKED BY: TCB
 SCALE: 1" = 60'
 DATE: 1/21/26

SHEET
1
OF
1



NEW BUSINESS

ITEM 14



The City of Bloomingdale, Georgia
 8 US Highway 80 West, Bloomingdale, Georgia 31302
 Phone: 912.748-0970 Fax: 912.748.1005

REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA

The City of Bloomingdale would like to hear issues of importance brought by citizens of the City of Bloomingdale as it is in the best interest of the City that the Mayor and City Council be well-informed and prepared to address topics placed on the agenda. In order to better ensure that this process is efficient and effective, the City requires that citizens submit a written form outlining the subject matter about which they would like to speak. The Mayor may rule out of order personal, abusive or indecorous language or matters that the City has no purview over. Completion of this form does not entitle the Speaker to be added to the agenda.

Name: Robert A. Lodge

Business / Organization: _____

Address: 205 Oak Street

City/State/Zip: Bloomingdale, Ga 31302

Telephone Number: (912) 484-3007

Email Address: Smcsltownsav@yahoo.com

Council Meeting Date: 2/5/26

PURPOSE:

Brief summary / paragraph of topic:

I would like to address City Council in regards to my business license for a home office. I also have some questions about some ordinances.

Robert A. Lodge
 Signature

1/28/26
 Date

A request must be received by the City Manager by the close of business on the Wednesday prior to the requested City Council Meeting date in order to include this form in the City Council packet.

NEW BUSINESS

ITEM 15

Lighting Services Agreement



Project # LP126547

Customer Legal Name CITY OF BLOOMINGDALE DBA _____
 Service Address 205 E US Hwy 80, Bloomingdale, GA 31302 County Chatham - GA
 Mailing Address PO BOX 216 BLOMMINGDALE GA 31302
 Email rwet@bloomingdale-ga.gov Tel # 912-748-0970 Alt Tel # 843-810-3463
 Tax ID# 0348 Business Description City Park
 Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 16260-11006

Selected Components				
Action	Qty	Wattage	Type	Description
INS	8	70	LED	Post Top

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)
\$248.08	\$26.88	\$274.96	1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.
 Customer also agrees to allow removal of existing lights. Yes N/A

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$12,000.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization

Georgia Power Authorization

Signature _____
 Print Name _____
 Print Title _____
 Date _____

Signature _____
 Print Name Tammy Moore
 Print Title Account Executive
 Date _____

TERMS and CONDITIONS (*Lighting Services – Governmental*)

1. **Agreement Scope.** These Terms and Conditions incorporate by reference the terms set forth in the attached transaction overview (the “**Transaction Overview**”), which collectively constitute the Lighting Services Agreement (the “**Agreement**”). The Agreement establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will provide lighting and, if applicable, related electric service (collectively, the “**Service**”) to **Customer** at the Service Address (the “**Premises**”). GPC may at any time and from time to time, install, update, modify, or replace any GPC-owned pole, bases, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, the “**GPC Assets**”) for any reason related to the Service or the GPC Assets. GPC and Customer are each a “**Party**,” and, collectively, the “**Parties**.” The Parties may exchange counterparts of the Agreement as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; an electronic or scanned signature is an original signature for all purposes.
2. **Intent and Title.** This Agreement governs GPC’s provision of the Service to Customer by GPC and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, will always remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon a Customer Default or Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer’s own advisors.**
3. **Term and Termination.** The initial Term of the Agreement, as stated in the Transaction Terms section, is calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the Miscellaneous section below) at least 30 calendar days before the desired termination date. The initial term and any renewal term or terms are collectively, the “**Term**.”
4. **Payment.** GPC will invoice Customer in accordance with this Section 4 and the Transaction Overview, subject to any change in the electric service charge approved by the Georgia Public Service Commission. Customer acknowledges that the Monthly Cost set forth in the Transaction Overview may vary from month to month due to changes in the number of days in a billing month and modifications to the Georgia Public Service Commission-approved tariffs or regulatory charges. Customer agrees to pay the amount billed by the due date. If a balance is outstanding past the due date, Customer will pay to GPC an amount equal to the lesser of 1.5% per month of such unpaid sum or the maximum amount permitted by applicable law to defray the expenses incurred by GPC in handling and processing the delinquent payment (the “**Late Charge**”). The Late Charge will be: (i) computed from the occurrence of Customer’s payment Default until the earlier of the date upon which all delinquent payments are paid in full; and (ii) added to the Service Cost portion of the Monthly Cost, as described in the Transaction Overview. The terms and conditions of this Section 4 will not be construed as an agreement or privilege to extend the date of payments or the Monthly Cost, nor as a waiver of any other right or remedy accruing to GPC by reason of the occurrence of any payment Default by Customer. GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer will be required to pay all costs associated with Customer initiated changes to the Service after the effective date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives, the right and license to enter the Premises at any time and from time to time to perform any activity related to the Service, including the right to: (i) access the Premises with vehicles and other tools or equipment, to survey, dig, and excavate for the sole purpose of installing and connecting the GPC Assets, or to provide, suspend, or disconnect Service; (ii) remove and disconnect pre-existing equipment where necessary or convenient for the Service; (iii) inspect, maintain, test, replace, repair, and remove GPC Assets; (iv) provide electric energy in relation to the Service where GPC deems necessary; and (v) conduct any other activities reasonably related to the Service, including surveying, digging and excavation with tools, mechanized equipment, and other machinery (activity items (i) – (v) collectively, the “**GPC Activity**”). Customer represents and warrants that it has the right to permit GPC to provide the Service and perform the GPC Activity upon the Premises and, where applicable, has obtained the express authority and any required permissions from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the GPC Activity and Service. Customer is solely responsible for the safety and security of the Premises and agrees that GPC has no obligation to ensure the safety of the Premises. Customer agrees that GPC has no obligation to ensure the safety or security of the Premises and that, except to the extent determined to have been caused by GPC’s gross negligence or willful misconduct, GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third-party that occurs at the Premises.
6. **Installation.** Customer acknowledges that providing the Service may require the installation of GPC Assets. Customer represents that: (i) the Premises’ final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, the Premises’ property lines will be clearly marked before Installation of GPC Assets.
 - A. **Customer Work.** If GPC permits Customer, either directly or through a third-party, to carry out any part of the activities for the GPC Assets at the Premises (including trenching), Customer warrants that the work will meet GPC’s installation specifications, which GPC will provide to Customer upon request and are incorporated by this reference. Customer must provide GPC with at least 10 calendar days’ prior written notice of its schedule for Customer Work, to allow GPC to plan its installation work accordingly. Customer is responsible for all additional costs resulting from Customer’s non-compliance with GPC’s specifications, failing to inform GPC in advance that installation and connection of GPC Assets can begin. If the Customer Work impacts the performance or schedule of the Service performed by GPC, Customer is fully responsible for all resulting costs, expenses, losses, or damages arising directly or indirectly from such impact, including but not limited to additional labor, materials, equipment, or administrative expenses.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25- 9-1 – 25-9-13) (“**Dig Law**”), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage/fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences any GPC Activity, Customer is responsible for all damages and any damages arising from or related to any such delay.
 - C. **Unforeseen Condition.** The charges shown in the Transaction Overview include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition encountered during the GPC Activity (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse GPC for all costs arising from the condition. Customer is responsible for all costs of modification or change to the GPC Assets requested by Customer or arising from an Unforeseen Condition or circumstance outside GPC’s control. Customer is responsible for addressing any Unforeseen Conditions by either entering into a Change Order with GPC or contracting with a third party. Provided the Unforeseen Condition is not caused by GPC, GPC is entitled to adjustments in both the contract time and the contract sum.

7. **GPC Asset Protection and Damage.** During the term of this Agreement, if Customer intends to perform any work or digging near the GPC Assets, Customer (or any person or entity working on behalf of Customer) must: (i) provide notices and submit locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then current Dig Law; (ii) coordinate with UPC and all utility facility owners or operators as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46- 3-30 -- 46-3-40). Customer is responsible for all damages arising from failure to comply with applicable law or for damage to the GPC Assets caused by Customer or any person or entity working on behalf of Customer, other than GPC or a GPC contractor, agent, or representative.
8. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, unless Customer is in Default, GPC will restore Service at no cost to Customer. Customer is responsible for providing any necessary or desired interim standalone lighting not attached or connected to any GPC Assets, until GPC can restore Service. No restoration timeline can or will be guaranteed, and any estimated timeline provided by GPC is subject to change in GPC's sole discretion. Customer must notify GPC of any outage by either calling 1-888-660-5890 or visiting <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
9. **Pole Attachments.** This Agreement does not grant Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to a GPC Asset, Customer must first obtain GPC's written consent, which may be withheld, conditioned, or delayed in GPC's sole discretion, and will be evidenced through a separate work authorization. Customer must contact GPC in writing at 241 Ralph McGill Boulevard, BIN 10210, Atlanta, Georgia 30308, to request consent.
10. **Disclaimer; Limitation of Liability.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability, or noninfringement) regarding the Service, GPC Assets, any GPC Activity, or otherwise. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not comply with IESNA guidelines. With respect to the portion of the Service relating to the Service Cost (but not the Regulated Cost), GPC warrants that it has the appropriate technical skills necessary to provide the Service and will perform the Service in a workmanlike manner and in accordance with applicable industry standards. As Customer's sole and exclusive remedy for a breach of the foregoing warranty, GPC will re-perform or repair any work that does not conform with the foregoing warranty. **To the fullest extent permitted by law, each Party waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Service, GPC Assets or this Agreement, or arising from damage, hindrance, or delay involving the Service or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable, and whether arising in tort, contract, or under any other theory of liability. Additionally, to the extent GPC is liable under this Agreement, and except to the extent determined to have been caused by GPC's gross negligence or willful misconduct, GPC's liability under this Agreement, whether arising in tort, contract, or under any other theory of liability, is expressly limited to the annual recurring service fees (excluding any pre-payment amount) paid by Customer for the year of Service during which GPC's liability arose.**
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91, and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in "Default" if: (i) Customer does not pay any amount to GPC, which remains unpaid 45 calendar days after the bill date; (ii) terminates this Agreement without proper written notice and prior to the end of the then current term of this Agreement; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent Default will not waive any other Default. If a Default occurs, GPC may select one or more of the following remedies: (a) immediately terminate this Agreement; (b) remove any GPC Asset and anything attached or affixed to any GPC Asset from the Premises (including, without limitation, disconnect electric lighting service or removing Equipment) and to assess a reconnection charge; (c) without terminating this Agreement or removing any GPC Asset from the Premises, suspend or discontinue providing all or any portion of the Service to the Customer at the Premises (including, without limitation, disconnecting electric lighting service or removing Equipment) and to assess a reconnection charge; and (d) seek any available remedy provided under this Agreement or by law, including, the right to require a deposit, increase the amount of an existing deposit, or collect any past due amount, late payment charge, or amount due for the Service during the remaining term of the Agreement.
14. **Miscellaneous.** This Agreement, as amended or modified in writing by both parties from time to time, contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity, and merges with and supersedes all prior discussions, proposals, representations, or agreements regarding this Agreement. GPC may modify the terms of this Agreement to comply with any regulatory changes during the term of this Agreement, or as otherwise required by law, by providing 30 calendar days' prior written notice to Customer of such modification, which will become effective on the date specified in the notice provided to Customer ("Modification Effective Date"). Continued performance under, or failure to object to the Agreement prior to the Modification Effective Date, will constitute acceptance of the Agreement as amended or modified. If Customer does not agree with the amended or modified terms of the Agreement, Customer must provide written notice of objection before the Modification Effective Date, or the amendments and modifications will be deemed accepted and binding. GPC's address for notice is 241 Ralph McGill Boulevard, BIN 10210, Atlanta, Georgia 30308; Customer's address for notice is as stated in the Transaction Overview. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective. The Sections titled Disclaimer; Limitation of Liability, Safety, Indemnity, Risk Allocation, and Miscellaneous will survive the expiration or termination of this Agreement. Additionally, the provisions of this Agreement will remain in effect to the extent necessary: (i) to provide for final billings and adjustments related to the period before termination with respect to the service provided to Customer before the date on which termination of this Agreement is effective, and (ii) payment of any money due and owing any party pursuant to this Agreement, in each case in accordance with the provisions of this Agreement.