

A G E N D A
City Council Meeting
Monday, March 1, 2021 – 6:00 p.m.

➤ **OPENING**

- **Call to Order**
- **Invocation:** Reverend Gary Monroe
- **Pledge of Allegiance**
- **Roll Call**
- **Presentation:** *No presentations*

➤ **FORMAL PUBLIC COMMENT:** *No formal public comment requests*

Formal Public Comment – City Council Agenda Protocol

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

➤ **Public Hearings – No public hearings**

Speaking to a Public Hearing Item Protocol

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

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

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

Procedures for Conducting Public Hearings on Proposed Zoning Decisions:

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

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

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

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

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

➤ **APPROVAL OF CITY COUNCIL MINUTES**

- Consideration of the February 15, 2021 Pre-agenda Session Minutes and City Council Meeting Minutes.

➤ **CITY MANAGER REPORT**

- Updates and/or announcements

➤ **ITEMS FOR CONSIDERATION**

- **Ordinance, Property Annexation & Rezoning:** First reading of an ordinance to annex property owned by Southern Region Industrial Realty into the City of Garden City, Georgia, pursuant to Title 36, Chapter 36, Article 2, of the official Code of Georgia Annotated (The 100% Method); to rezone said property to a “I-1” zoning classification.
- **Resolution, Owens Corning Roofing & Asphalt Sewer Use Agreement:** A resolution to authorize the City to enter into a new five-year agreement with Owens Corning Roofing & Asphalt for the receipt, treatment, and disposal of pre-treated industrial wastewater into the City’s Water Pollution Control Plant.

➤ RECEIPT OF INFORMAL PUBLIC COMMENT:

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

Informal Public Comment – Speaker Protocol

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

➤ ADJOURN

MINUTES

City Council Meeting Monday, February 15, 2021 – 6:00 p.m.

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

Opening: Pastor Dale Simmons from Jasper Springs Baptist Church gave the invocation and Mayor Bethune led City Council in the pledge of allegiance to the flag.

Roll Call

City Council Members: Mayor Don Bethune, Mayor Pro-tem Bessie Kicklighter, Councilmember Marcia Daniel, Councilmember Richard Lassiter, Councilmember Natalyn Morris, Councilmember Debbie Ruiz and Councilmember Kim Tice.

Staff Members: Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell Bowles, Finance Director/Clerk of Council; Scott Robider, Assistant City Manager; Ben Brengman, IT Director; Cliff Ducey, Recreation Director; Gil Ballard, Chief of Police and Corbin Medeiros, Fire Chief.

Presentation: Chief Ballard presented a letter of appreciation to Mr. Eddi Coleman, owner of Auto Shine.

Public Hearings

PC2101, Property Annexation & Rezoning: Mayor Bethune opened the public hearing to receive public comment on the City's request to annex property owned by Southern Region Industrial Realty, Inc. into the City of Garden City, Georgia, pursuant to Title 36, Chapter 36, Article 2 of the Official Code of Georgia annotated (To The 100% Method) to rezone said property to an "I-2" zoning classification.

Scott Robider, Assistant City Manager stated that the application will be amended to change the proposed zoning of the property from "I-2" to "I-1". The revised ordinance will go before the Council at the next council meeting on March 1st.

Mayor Bethune asked if there was anyone who wished to speak for or against the property annexation and rezoning. There being no comments or questions, Mayor Bethune closed the public hearing.

Alcoholic Beverage License Application – Mizu Japanese Cuisine: Mayor Bethune opened the public hearing to receive public comment on an alcoholic beverage license application made by Jian Chen to sell wines, beer and/or malt beverages at Mizu Japanese Cuisine, Inc., 1450 Dean Forest Road, Suite A, Garden City.

Mayor Bethune asked if there was anyone who wished to speak for or against the application. There being no comments or questions, Mayor Bethune closed the public hearing.

Alcoholic Beverage License Application – Jasmine Package Shop: Mayor Bethune opened the public hearing to receive public comment on an alcoholic beverage license application made by Kirankumar Amin to sell liquor by the package and wines at Rang 17, Inc. (D/B/A Jasmine Package Shop), 4928 Ogeechee Road, Suite B. Garden City.

Mayor Bethune asked if there was anyone who wished to speak for or against the application. There being no comments or questions, Mayor Bethune closed the public hearing.

City Council Minutes: Councilmember Lassiter made a motion to approve the pre-agenda session minutes dated 2/1/21 and city council minutes dated 2/1/21. The motion was seconded by Councilmember Morris and passed without opposition.

City Manager's Report: City Manager reported no updates.

Items for Consideration

Resolution, FY2020 Year-End Budget Amendment - General Fund: Clerk of Council read the heading of a resolution by the Mayor and Council to amend the fiscal year 2020 General Operating Fund Budget; to adjust for the differences between the originally adopted and presently projected revenues and expenditures for certain various line items in the City's General Fund Budget.

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

Resolution, FY2020 Year-End Budget Amendment – Enterprise Funds: Clerk of Council read the heading of a resolution by the Mayor and Council to amend the fiscal year 2020 budgets for the four Enterprise Funds; to adjust for the differences between the originally adopted and presently projected revenues and expenses for certain various line items in the budgets of the four different Enterprise Funds.

Councilmember Daniel made a motion to adopt the resolution. The motion was seconded by Councilmember Lassiter and passed without opposition.

Resolution, FY2020 Year-End Budget Amendment – Special Revenue Funds: Clerk of Council read the heading of a resolution by the Mayor and Council to amend the fiscal year 2020 budgets of the three Special Revenue Funds; to adjust for the differences between the originally adopted and presently projected revenues and expenses for certain various line items in the budgets of the three different Special Revenue Funds.

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

Resolution, FY2020 Year-end Budget Amendment – SPLOST Fund: Clerk of Council read the heading of a resolution by the Mayor and Council to amend the fiscal year 2020 SPLOST Fund budget; to adjust for the difference between the originally adopted and presently projected revenues and expenses for certain various line items in the SPLOST Fund Budget.

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

Alcoholic Beverage License Application - Mizu Japanese Cuisine: Clerk of Council stated that we have for consideration by Mayor and City Council an alcoholic beverage license application made by Jian Chen to sell wines, beer and/or malt beverages at Mizu Japanese Cuisine, Inc., 1450 Dean Forest Road, Suite A, Garden City.

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

Alcoholic Beverage License Application - Jasmine Package Shop: Clerk of Council stated that we have for consideration by Mayor and Council an alcoholic beverage license application made by Kirankumar Amin to sell liquor by the package and wines at Rang 17, Inc. (D/B/A Jasmine Package Shop), 4928 Ogeechee Road, Suite B. Garden City.

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

Informal Public Comment: Mayor Bethune reported that no one to sign up to address City Council.

Adjournment: There being no further items to discuss, Mayor Bethune called for a motion to adjourn the meeting. Councilmember Ruiz made a motion to adjourn the meeting at approximately 6:19 p.m. The motion was seconded by Councilmember Lassiter and passed without opposition.

Transcribed & submitted by: Clerk of Council

Accepted & approved by: City Council 3/1/21

SYNOPSIS
Pre-Agenda Session
Monday, February 15, 2021 – 5:00 p.m.

Call to Order: Mayor Bethune called the pre-agenda session to order at 5:00 p.m.

Opening: Councilmember Daniel gave the opening prayer.

Attendees

City Council Members: Mayor Don Bethune, Mayor Pro-tem Bessie Kicklighter, Councilmember Marcia Daniel, Councilmember Richard Lassiter, Councilmember Natalyn Morris, Councilmember Debbie Ruiz and Councilmember Kim Tice.

Staff Members: Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell Bowles, Finance Director/Clerk of Council; Scott Robider, Assistant City Manager; Ben Brengman, IT Director; Cliff Ducey, Recreation Director; Gil Ballard, Chief of Police and Corbin Medeiros, Fire Chief.

Visitors: Chatham Area Transit Representatives: Deidrick Cody, Chairman; Valerie Ragland, Interim Chief Executive Officer; Bren Diass, Chief Strategy Officer and William Lothrop, Transit Planning Manager.

Chatham Area Transit (CAT) Presentation: Chatham Area Transit Representatives gave an update on the proposed CAT expansion. A discussion ensued relating to expanding CAT service within the City and the location of bus stops on Highway 21.

FY2020 Unaudited Year-End Financial Report & Budget Amendment: City Manager reported that the year-end financial budget amendment report was included in the agenda packet for Council's review. City Council had no questions or comments on the year-end financial report and budget amendments.

City Council Agenda Review: City Manager provided an overview of the items listed on the agenda for consideration and action by Council.

There being no further items to discuss, Mayor Bethune and City Council adjourned the pre-agenda session at approximately 5:59 p.m.

Transcribed & submitted by: Clerk of Council

Accepted & approved by: City Council 3/1/21

ORDINANCE 2021-03

TO ANNEX PROPERTY OWNED BY SOUTHERN REGION INDUSTRIAL REALTY, INC., INTO THE CITY OF GARDEN CITY, GEORGIA, PURSUANT TO TITLE 36, CHAPTER 36, ARTICLE 2, OF THE OFFICIAL CODE OF GEORGIA ANNOTATED (THE “100% METHOD”); TO REZONE SAID PROPERTY TO A “I-1” ZONING CLASSIFICATION; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1: The following area owned by Southern Region Industrial Realty, Inc., and contiguous to the City of Garden City, Georgia is hereby annexed into and is made a part of said City pursuant to Title 36, Chapter 36, Article 2, of the Official Code of Georgia Annotated (the “100% method”):

ALL that certain lot, tract or parcel of land situate, lying and being in the 8th G.M. District, Chatham County, Georgia and being more particularly described as follows:

Commencing at an iron pipe at the intersection of the Eastern right of way line of Dean Forest Road/State Route 307 and the Southern right of way line of the Savannah and Atlanta railway; thence along the Eastern right of way line of Dean Forest Road/State Route 307 S 58°57'32" W a distance of 51.55 feet to an iron pipe; thence along the aforesaid right of way line S 31°02'38" E a distance of 19.00 feet to an iron pipe; thence along the aforesaid right of way line S 03°06'07" E a distance of 27.86 feet to an iron pipe; thence along the aforesaid right of way line S 58°57'23" W a distance of 35.42 feet to an iron pipe; thence along the aforesaid right of way line N 32°16'24" W a distance of 24.62 feet to an iron pipe; thence along the aforesaid right of way line N 31°02'38" W a distance of 19.00 feet to a concrete monument; thence along the aforesaid right of way line S 58°57'32" W a distance of 39.59 feet to an iron pipe; thence along the aforesaid right of way line with the arc of a curve turning to the left, having an arc length of 136.32 feet, a radius of 2799.81 feet, a chord length of 136.31 feet, and a chord bearing S 57°21'58" W to a concrete monument; thence S 34°01'42" E a distance of 40.00 feet to an iron pipe; thence along the aforesaid right of way line S 55°40'17" W a distance of 28.90 feet to an iron pipe; thence along the aforesaid right of way line N 34°37'42" W a distance of 40.00 feet to an iron pipe; thence along the aforesaid right of way line with the arc of a curve turning to the left, having an arc length of 201.76 feet, a radius of 2799.81 feet, a chord length of 201.72 feet, and a chord bearing S 53°18'25" W to a point; said point also being the point of beginning; thence departing the Eastern right of way line of Dean Forest/State Route 307 Road, along the former Dean Forest Road right of way with a curve turning to the right, having an arc length of 1125.30 feet, a radius of 567.14 feet, a chord length of 949.58 feet, and a chord bearing S 31°34'38" W to a point; thence along the former Dean Forest Road right of way S 88°12'51" W a distance of 256.06 feet to a point on the Eastern right of way line of Dean Forest Road/State Route 307; thence along the Eastern right of way line of Dean Forest Road/State Route 307 N 39°48'32" E a

distance of 544.54 feet to a point; thence along the aforesaid right of way line with the arc of a curve turning to the right, having an arc length of 485.92 feet, a radius of 2799.81 feet, a chord length of 485.31 feet, and a chord bearing N 44°34'17" E to a point; thence along the aforesaid right of way line with a curve turning to the right, having an arc length of 83.02 feet, a radius of 2799.81 feet, a chord length of 83.02 feet, and a chord bearing N 50°23'34" E to a point, the said point of beginning, having an area of 293,958 square feet of 6.75 acres.

The above-described property is a portion of the property to which the Board of Tax Assessors for Chatham County, Georgia, has assigned a tax parcel number of 6-0986-01-002.

Section 2. The property herein annexed shall have a zoning classification of I-1.

Section 3. This ordinance shall become effective on the 1st day of April, 2021.

Section 4. Within thirty (30) days following the last day of the quarter in which the annexation becomes effective, the City Clerk is instructed to send to Chatham County, Georgia, and the Georgia Department of Community Affairs, a report that includes certified copies of this Ordinance, the name of the county in which the property being annexed is located, and a letter from the City stating the intent to add the annexed area to census maps during the next regularly scheduled boundary and annexation survey of the City and stating that the survey map will be completed and returned to the Census Bureau.

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

ADOPTED this the 1st day of March, 2021, by the Mayor and Council of the City of Garden City, Georgia.

RHONDA FERRELL-BOWLES,
Clerk of Council

RECEIVED AND APPROVED THIS 1st day of March, 2021.

DON BETHUNE, Mayor

Read first time:

Read second time and passed:

RESOLUTION

WHEREAS, Owens Corning Roofing & Asphalt, LLC (“Owens Corning”), not presently being connected to the Garden City sewer system, desires to enter into an agreement with the City allowing it to discharge pretreated industrial wastewater in only emergency overflow situations from its facilities at 1 Foundation Drive, Savannah, Georgia 31408, into the City’s sewer system for a five-year period coinciding with the period of its newly issued Industrial Wastewater Pretreatment Permit No. GAP050166 from the Environmental Protection Division (“EPD”) of the Georgia Department of Natural Resources which has an effective date of November 1, 2020, and an expiration date of April 30, 2025; and,

WHEREAS, the City has previously received pretreated industrial wastewater from the predecessor company of Owens Corning, to wit, Owens-Corning Fiberglass Corporation, pursuant to an agreement with the City dated August 24, 1995, whereunder the City received \$14,300.00 in tap fees in return for reserving unto the company a wastewater capacity of 0.0065 GPD (6,500 gallons per day) average daily flow for the treatment of domestic and pretreated wastewater discharges; and,

WHEREAS, in accordance with Owens Corning’s newly issued permit, Owens Corning is permitted to discharge a maximum 30-day average daily flow up to 0.0065 MGD (or 6,500 gallons per day) and a daily maximum of 0.0065 MGD (or 6,500 gallons per day) of pretreated industrial wastewater, including domestic wastewater, from its facilities to the City’s Publicly Owned Treatment Works (“POTW”) for processing at the City’s Water Pollution Control Plant (the “WPCP”); and,

WHEREAS, the City is agreeable to receiving, treating and disposing of Owens Corning’s pretreated industrial wastewater in only emergency overflow situations pursuant to a written agreement subject to terms including, but not limited to, (a) Owens Corning’s compliance with all of the terms and conditions of Industrial Wastewater Pretreatment Permit No. GAP050166 issued by the Environmental Protection Division (“EPD”), (b) all industrial wastewater having been pretreated through screening, settling, flow and strength equalization, oil and grease removal and neutralization, and having characteristics in compliance with all rules, regulations, statutes, ordinances and other requirements as the City may adopt in regulation of the treatment of sewage discharging into the City’s POTW; (c) the payment to the City of a monthly base charge and usage charge in accordance with the City’s applicable water and sewer rate schedule (the monthly base charge REU being 22 REUs based on 6,500 GPD average daily flow), subject to the City’s right to adjust the base charge annually after providing written notice to Owens Corning to reflect any increased cost in the operating expenses of its WPCP, and further subject to the City’s right to adjust its water and sewer usage rates at any time in accordance with applicable ordinances; and (d) the City’s right to renegotiate the agreement in the event that more restrictive water pollution control regulations are imposed on the City’s WPCP by any governmental agency requiring additional capital expenditures to achieve compliance, and the City’s right to terminate the agreement with twelve (12)-month written notice in the event that the City and Owens Corning are unable to agree upon the terms of a new agreement in which Owens Corning accepts an equitable rate increase; and,

WHEREAS, the agreement (without exhibits) attached hereto as Exhibit “A” is the product of the negotiations between the management and legal representatives of the City and Owens Corning, the goals of which are to accommodate the needs of Owens Corning as stated above, and to compensate the City accordingly at the above-stated rates and amounts; and,

WHEREAS, the Mayor and Council have found the negotiated agreement not to impair the capacity of the WPCP to handle the wastewater treatment needs of planned development likely to occur with the City’s limits, nor to create the likelihood that the WPCP will violate applicable water pollution regulations; and,

WHEREAS, the Mayor and Council have further found the negotiated agreement to suitably and fully compensate the City for the continued services being provided thereunder to Owens Corning; and,

WHEREAS, the City is authorized to enter into the negotiated agreement pursuant to the Constitution and laws of the State of Georgia;

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

1. The City shall enter into the agreement attached hereto as Exhibit "A" with Owens Corning Roofing & Asphalt, LLC, setting forth the terms and conditions for the City's receipt, treatment, and disposal of the pre-treated waste materials of Owens Corning in emergency overflow situations.

2. The City Manager is hereby authorized to execute, on behalf of the City, the agreement attached hereto as Exhibit "A" in the name of the City, with the Clerk of Council's attestation to said Manager's signature.

SO RESOLVED this 1st day of March, 2021.

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this 1st day of March, 2021.

DON BETHUNE, Mayor

EXHIBIT "A"

STATE OF GEORGIA)
COUNTY OF CHATHAM)

THIS AGREEMENT, made and entered into as of the ____ day of March 2021, between GARDEN CITY, GEORGIA, a municipal corporation created under the laws of the State of Georgia, hereinafter referred to as the "City," and OWENS CORNING ROOFING & ASPHALT, LLC, a corporation organized and existing under the laws of the State of Ohio, and authorized to transact business in the State of Georgia, hereinafter referred to as "Owens Corning."

WITNESSETH:

WHEREAS, the City owns and operates a Publicly Owned Treatment Works (POTW) including a sewerage system and wastewater treatment facility or "Water Pollution Control Plant" (i.e. WPCP) for the collection and treatment of wastewater; and

WHEREAS, Owens Corning, that is not physically connected to the Garden City sewer system, desires to discharge pretreated industrial wastewater in emergency overflow situations from its facilities located at 1 Foundation Drive, Savannah, Georgia 31408, Chatham County, Georgia, into the sewerage system of the City and desires to enter into an agreement with the City on the terms and conditions hereinafter stated, pursuant to which the City shall treat and dispose of pretreated industrial wastewater; and

WHEREAS, on August 24, 1995, the City entered into an Agreement with Owens-Corning Fiberglass Corporation, to receive pre-treated wastewater up to six thousand five hundred (6,500) gallons per day; and,

WHEREAS, on September 30, 2020, Industrial Wastewater Pretreatment Permit No. GAP050166 expired, and,

WHEREAS, on September 22, 2020, Georgia DNR EPD, re-issued Industrial Wastewater Pretreatment Permit No. GAP050166 to OWENS CORNING ROOFING & ASPHALT, LLC, with the effective date of November 1, 2020 and expiration date of October 31, 2025, and,

WHEREAS, the City and Owens Corning determined that they are authorized to enter into this contract by the Constitution and Laws of the State of Georgia.

NOW, THEREFORE, in consideration of the promises and the mutual covenants, benefits and agreements herein contained, the parties hereto mutually agree as follows:

ARTICLE I

1. This Agreement supersedes all previous Agreements with Owens-Corning Fiberglass Corporation or OWENS CORNING ROOFING & ASPHALT, LLC.

ARTICLE II

2. This Agreement shall be for a period of approximately five (5) years and the Agreement will renew on an approximate five (5) year period to coincide with reissuance of the facility's Industrial Pre-treatment Permit, unless terminated or extended as provided herein. The City would allow for the Agreement to be administratively continued on a month to month basis for a period of not more than six (6) months while the Agreement is going through the renewal process every five (5) years. Garden City and Owens Corning hereby agree that such duration is reasonable and necessary in light of the purposes of this Agreement.

ARTICLE III

1. The City shall receive, treat and dispose of Owens Corning's domestic sanitary wastewater and pretreated industrial wastewater as outlined herein. The City acknowledges that Owens Corning will only discharge pretreated industrial wastewater in emergency overflow situations. Owens Corning is currently not physically connected to the Garden City sewerage system and in the event that they decide to make a change they will provide verbal notice within 24 hours after making such change. Owens Corning has agreed to operate and maintain the pretreatment, sampling and metering facilities stipulated in the Owens Corning Industrial Wastewater Pretreatment Permit No. GAP050166 and as may be required by the City herein. In accordance with Part I, Section A of the Industrial Pretreatment Permit No. GAP050166 effective date November 1, 2020 for the Owens Corning facility, Owens Corning is permitted to discharge a maximum 30-day average daily flow up to 0.0065 MGD (or 6,500 gallons per day) and a daily maximum of 0.0065 MGD (or 6,500 gallons per day) of pre-treated industrial wastewater including domestic wastewater from its facility to the City's POTW. A copy of Permit No. GAP050166 is included as Exhibit A. All wastes delivered to the City's POTW shall be subject to pretreatment consisting of screening, settling, flow and strength equalization, oil and grease removal and neutralization, and shall be in strict compliance with all rules, regulations, statutes, ordinances and other requirements as the City may adopt in regulation of the treatment of sewage discharging into the City's POTW including those set forth in this Agreement.

2. In 1995, the City received payment for tap fees and has reserved a wastewater capacity of 0.0065 GPD (6,500 gallons per day) average daily flow for treatment of domestic and pretreated wastewater discharges from Owens Corning.

3. In addition to the aforementioned discharge limitations (the "Discharge Limitations"), Owens Corning shall not discharge into the City's sewerage system any wastewater that exceeds concentration limits for parameters specified in Garden City Pretreatment Effluent Limits, attached hereto as Exhibit B, or containing any characteristics in a quantity determined to be excessive by the City in its sole judgment including, but not limited to the following:

a. Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit.

b. Any water or waste which may contain more than 100 parts per million (ppm), by weight of fat, oil or grease or any water or waste containing oil, grease or other substances that will solidify or become viscous at temperatures between 32 degrees and 150 degrees Fahrenheit.

c. Any gasoline, benzene, naphtha, fuel oil, motor oil, mineral spirits, commercial solvent or other flammable or explosive liquid, solid or gas.

d. Any water or waste that contains more than ten (10) parts per million (ppm) by weight, of gases such as hydrogen sulfide, sulfur dioxide or nitrous oxide; any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, offal, plastics, wood, paunch, manure, hair and fleshings, entrails, lime slurry, lime residues, beer or distillery slops, chemical residues, paint or ink residues, cannery waste, bulk solids or any other solid or viscous substance capable of causing obstruction to the flow in the sewers or other interference with the proper operation of the City's sewerage system and the WPCP.

e. Any waters or wastes having a pH lower than 6.0 or higher than 9.5 (or as required by the Industrial Pre-Treatment Permit) at any time or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the Publicly Owned Treatment Works (POTW).

f. Any wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any of the sewerage treatment process or to constitute a hazard to humans or animals or to create any hazard in the receiving waters of the WPCP.

g. Any waters containing suspended solids of such character and quantity that unusual provision, attention or expense is required to handle such materials at the WPCP.

h. Any noxious or malodorous gas or substance capable of creating a public nuisance or hazard to life or preventing entry into sewers for their maintenance, inspection, and repair.

i. Any waters containing quantities of radium, naturally occurring or artificially produced by radioisotopes in excess of presently existing or subsequently accepted limits for drinking water as established by the National Committee on Radiation Protection and Measuring.

j. Any concentrated dye waste, spent tanning solutions or other wastes which are highly colored or wastes which are of unusual volume, concentration of solids or composition that may create obstructions to the flow in sewers or other interference with the proper operation and treatment of effluent of the sewer system of the WPCP.

k. Any water waste which cannot be or sufficiently treated and which causes the WPCP effluent to fail to meet the requirements of agencies having jurisdiction over discharge to the receiving waters.

l. Any water or waste which the City determines is capable of causing interference with the proper operation of the WPCP.

m. Any waters or waste in volumes or with constituents, such that after dilution in the existing municipal sewage, the sewers or the WPCP would be affected to the detriment of the City.

ARTICLE IV

1. Owens Corning represents and warrants that the treatment of its industrial wastewater shall provide a minimum primary treatment that meets industrial pretreatment permit limits at all times in accordance with the Owens Corning Industrial Wastewater Pretreatment Permit No. GAP050166. In the event that during the term of this Agreement, Owens Corning shall require capacity in excess of the authorized pre-treated industrial wastewater flow as specified in Article III of this Agreement and/or the "Discharge Limitations" specified in the aforementioned Industrial Pretreatment Permit, and provided that the regulatory agency has authorized such permit changes, the City agrees to renegotiate in good faith such maximum limits and the compensation, terms and conditions on which the treatment shall be rendered. Furthermore and with it being understood that the City shall be under no obligation to renegotiate the Agreement if in the City's sole discretion the City determines that the capacity of its system will be exceeded after factoring in planned development likely to occur within the corporate limits of Garden City during the relevant time period, the City shall not be under any obligation to increase the existing capacity or treatment capability of the WPCP unless suitably compensated by Owens Corning on such terms and conditions as may be acceptable to the City.

ARTICLE V

1. For the purpose of monitoring characteristics of its pre-treated industrial wastewater discharge, Owens Corning shall maintain records of discharge analyses and flow according to the requirements of the Industrial Pretreatment Permit No. GAP050166 and parameters listed below. If any sample exceeds the "Discharge Limitations" specified in the Industrial Pretreatment Permit or Garden City Pretreatment Effluent Limits, then such daily discharge in excess of said amounts shall be reported orally to the City within 24 hours from the time Owens Corning becomes aware of the circumstances followed by a written report including analytical data and flow records within five (5) days of becoming aware of such condition.

In the event that Owens Corning discharges pursuant to the provisions herein, Owens Corning shall furnish copies of each discharge analysis, copies of daily operational bench sheets, and daily wastewater flow measurement records to the City. The records shall be furnished in a consolidated statement by the 20th day of the following end of the previous month when the discharge took place. At a minimum the following parameters shall be included in the monthly monitoring reports submitted to the City:

Daily Flow (gpd)	TSS (mg/L)
BOD5 (mg/L)	pH (S.U.)
FOG (Fats, Oil, and Grease) (mg/L)	Flow meter calibration records

All measurements, tests, and analyses of the characteristics of water and wastes to which reference is made in this Agreement shall be determined in accordance with applicable specifications and technical standards. The samples of wastewater shall be collected after pretreatment and flow measurement and prior to commingling of industrial and domestic wastewater. The flow measuring device shall be a Weir, which is defined as a primary flow measurement device configured as a "V"-notch or other appropriate configuration, and this flow measurement device shall be situated at a suitable and satisfactory location and built in a manner approved by the City. The City shall have 24-hour access to the sampling point to conduct its own sampling of Owens Corning's effluent. Owens Corning shall provide the name and 24-hour emergency contact information for two staff members familiar with the industrial pretreatment operation and who have access to the Owens Corning industrial treatment facility. The reasonable cost of making all analyses of the samplings by the City shall be at the cost of Owens Corning and the City shall bill Owens Corning for the cost of the same.

Owens Corning Contacts:

Primary Contact	Steve Schinzer	Phone (912) 966-7237
Secondary Contact	Craig Best	Phone (912) 966-7201

2. The City shall be furnished with complete plans and specifications of Owens Corning's pretreatment and monitoring facilities as well as plan and profile information for the Owens Corning connection from the sampling Weir location to the manhole for its review in addition to the approval of the State or any other governmental agency which is required to approve the same. The approval of the City of the type, kind, and capacity of the pretreatment facilities shall not relieve Owens Corning of the responsibility of revamping, enlarging or otherwise modifying such installation to accomplish the pretreatment required by any other regulatory agency having jurisdiction over this matter. The pretreatment facilities operated by Owens Corning shall be maintained continuously in satisfactory and effective operation by Owens Corning at its own expense. During the construction phase of the project, the City shall have the right to inspect the Owens Corning pretreatment system and operations for the purpose of determining compliance with the terms of this Agreement and the approved plans/specifications.

3. The potable water meter record will form the basis for calculation and subsequent payment of sewer usage charges for the facility as hereinafter set forth.

4. Owens Corning will install a City approved flow measurement device (i.e., "V-notch weir as defined above), after the pretreatment process; and this device shall include a continuously recording totalizing flow meter with electrical contacts to control a composite sampler. The flow meter indicator will be located in a panel beside the flow measurement device and designed to indicate the flow rate in gallons per minute. The flow meter indicator shall have a 4-20 mA analog output connection for control of a composite sampler. Owens Corning will be responsible for maintaining the accuracy and reliability of the flow meter in accordance with

the agreement and the Industrial Pretreatment Permit. The City may inspect the flow meter for accuracy and reliability at any time. Owens Corning's private sewer system connects to the City POTW at a manhole near the Owens Corning facility within the Foundation Drive right of way. Owens Corning understands that the City's ownership and maintenance responsibility ends at the Foundation Drive right of way limits. The City shall have no obligation other than receiving the wastewater at the connection point to the City POTW. It is understood that Owens Corning will own, operate, and maintain all private sewer lateral lines and facilities up to such connection point at its own cost. The sampling point, flow meter and sampling devices located outside of the right of way limits will also be maintained by Owens Corning at its own cost following installation. In the event that Owens Corning fails to promptly repair, replace or maintain the flow meter and sampling devices, the City, in the exercise of its sole discretion, shall be immediately entitled, but not obligated, to perform or cause to be performed such repairs, replacement or maintenance without incurring any liability to Owens Corning for any damage caused thereby, and Owens Corning shall pay to the City upon demand the cost thereof.

5. At all times throughout the term of this Agreement, authorized employees of the City shall be permitted to enter and inspect Owens Corning's pretreatment facilities, flow measurement device, automatic sampler, flow meter and metering system for the purpose of inspection, observation, measurement, sampling and testing in order to carry out the terms and provisions of this Agreement after giving reasonable notice to Owens Corning.

6. Notwithstanding anything herein to the contrary, Owens Corning will comply with all regulations, rules and ordinances adopted by the City and applied to other similar users governing the disposal and characteristics of all waste entering the City's sewerage system.

ARTICLE VI

1. The City hereby acknowledges receipt of payment of \$14,300.00 from Owens Corning as of August 24, 1995, for sewer tap fee in accordance with the City's applicable ordinances based on a flow of 6,500 gallons per day (30-day average daily flow) (for industrial and domestic wastewater).

2. In addition to the foregoing sewer tap fees, Owens Corning shall pay to the City a monthly base charge and usage charge in accordance with the City's applicable water and sewer rate schedule. The monthly base charge REU shall be 22 REUs based on 6,500 gpd average daily flow (i.e. 22 REUs = 6,500 gpd x 1.0 P.F. / 300 gpd/REU). The City shall have the right to adjust the base charge annually, after providing written notice to Owens Corning, to reflect any increased cost in the operating expenses of its WPCP. Furthermore, the City may adjust its water and sewer usage rates and/or the water and sewer base charges at any time, if discharge conditions warrant, in accordance with applicable ordinances. In consideration of the making and performing of this Agreement, Owens Corning agrees to operate under the City's adopted water and sewer rate schedule, now and in the future.

3. In the event that at any time during the term of this Agreement, more restrictive water pollution control regulations are imposed by any governmental agency with which the WPCP is required to comply and additional capital expenditures are required to achieve

compliance, the City shall have the right to renegotiate the terms of this Agreement. In such event, if the City and Owens Corning are unable to agree upon the terms of a new Agreement in which Owens Corning accepts an equitable rate increase, the City shall have the option of terminating this Agreement on the day immediately preceding the date of initial operation of the modified WPCP facility. Notwithstanding, the City shall exercise such effective twelve (12) months from the date written notice of termination has been received by Owens Corning.

4. Without prejudice to such other rights or remedies that the City might lawfully avail itself or exercise in the event of failure on the part of Owens Corning to pay its utility bill by the due date specified on the monthly bill, the City shall have the right, upon the giving of ten (10) days' advance notice in writing to Owens Corning of its intention to do so, to discontinue sewer service to Owens Corning until such time as said bill is paid. Service shall be reconnected after delinquencies in Owens Corning's sewer account, including any Permit and/ or Inspection Fees for reconnection of the sewer (which fee amount shall not exceed the actual cost to the City for such reconnection), have been paid.

ARTICLE VII

1. Discharge of certain high strength wastewater from Owens Corning into the sewer system shall be assessed a monetary surcharge, in addition to the normally required sewer use charges, in an amount to be calculated as shown below. "High strength wastewater" is defined as wastewater which contains BOD, COD, TSS, ammonia, and FOG in excess of those provided in Exhibit B Pretreatment Effluent Limits.

2. The parameters shall be determined by the utilization of the sampling and testing procedures as adopted by Georgia Environmental Protection Division. The amount of the surcharge, for discharging high strength wastewater into the sewer system, shall reflect the cost incurred by the City in handling the excess BOD, COD, TSS, ammonia, and FOG. This surcharge shall include a proportionate share of charges for maintenance and operation of the wastewater treatment facilities, including depreciation and other incidental expenses.

a. Formula. When the concentrations of the surcharged parameters (i.e., BOD, COD, TSS, ammonia, and FOG), exceed the values of the constituents as set forth in Exhibit B Pretreatment Effluent Limits, the excess concentrations shall be subject to a surcharge in the amount derived in accordance with the following formula:

$$P \times D \times 8.34 \times C = \$/\text{month}$$

Where:

"P" is equal to the concentration in mg/l of the parameter being evaluated (BOD, COD, TSS, ammonia, and FOG), which is in excess of the amounts shown in Exhibit B Pretreatment Effluent Limits.

"D" is equal to the user's monthly water consumption in millions of gallons as determined from the user's monthly water meter or sewage flow meter readings.

"8.34" is a conversion factor.

"C" is equal to the unit cost in dollars per pound (\$/lb.) for the treatment of the surcharged parameters. This value shall be established by the superintendent based on actual wastewater treatment costs which shall be revised from time to time as necessary.

3. Quantitative measurement of surchargeable parameters. The measurement of the surcharge parameters (BOD, COD, TSS, ammonia and FOG) shall be based on monthly monitoring reports furnished to the City by Owens Corning. The City reserves the right to conduct sampling of pretreated wastewater for the purpose of determining surchargeable parameters. In the event that the City conducts sampling for this purpose, it will be conducted as follows:

a. The City shall sample and test the user as provided in the agreement not more than two times per year, except that the duration of the sampling to determine surcharge shall be for a period of not less than five calendar days.

b. The City need not provide any prior notice to the industry with regard to the sampling period. However, the City shall provide Owens Corning, within 15 days of receipt, all sample results.

c. If, in the opinion of the Owens Corning, the samples taken by the City are not representative of the user's typical wastewater, then the Owens Corning may request up to two additional re-samplings. Owens Corning will be assessed a fee by the City which will be based on the actual costs to the City associated with re-sampling. The City may, but is not required to, provide the Owens Corning with prior notice of the entry. In the event of re-sampling, Owens Corning will be entitled to receive a split sample for independent testing.

4. The volumes of flow used in computing wastewater surcharges shall be based upon metered water consumption as shown in the records of meter reading maintained by the City water department.

5. Where a discharge causes harm or is perceived to cause harm to the treatment works in violation of this agreement, the superintendent may void any rights to surcharge for high strength wastes and proceed with any enforcement.

ARTICLE VIII

1. All notices which may be given hereunder shall be made in writing and sent by certified mail, return receipt requested, by United States Mail to the parties hereto at the following addresses:

If to the City:

City Manager
100 Central Avenue
Garden City, GA 31405

If to Owens Corning:

OWENS CORNING ROOFING & ASPHALT, LLC
ATTN: Craig Best
1 Foundation Drive
Savannah, GA 31408

2. Effective dates for such notices shall be the date of personal delivery or the third day after the date that the same are deposited in the United States Mail, properly addressed, with postage prepaid.

ARTICLE IX

1. This Agreement shall bind and benefit the respective parties, but shall not otherwise be assignable in whole or in part by either party without first obtaining written consent of the other, which written consent will not unreasonably be withheld.

2. This Agreement shall be subject to all present and future valid laws, orders, rules, and regulations of the United States of America, the State of Georgia, Garden City, and of any other regulatory body having jurisdiction.

3. Notwithstanding any other provision in this Agreement, in the event that during the term of this Agreement the continued treatment of Owens Corning's wastewater shall cause the WPCP to violate applicable water pollution regulations because the wastewater provided by Owens Corning fails to comply with this Agreement (whether presently in effect or as hereinafter modified), or in the event of a continued default or failure of Owens Corning to comply with the terms of this Agreement after receiving notice of a default or noncompliance and failing to cure same within 15 days thereafter (or within a reasonable time if the default or noncompliance is curable and of a nature which cannot with due diligence be cured within 15 days, but measures are immediately taken to cure the default or noncompliance and are diligently pursued to completion), the City shall have the right to terminate this Agreement immediately, in which event Owens Corning shall indemnify and hold the City harmless from any and all expense or damage resulting from the termination of the Agreement and all expense or damage resulting from the default or failure of Owens Corning to comply with this Agreement. The City shall have authority in such event to immediately disconnect Owens Corning's sewer system from the City's system. If it is determined that discharges from Owens Corning facilities are creating a toxic condition at the WPCP, the City shall have the right to temporarily discontinue wastewater service to Owens Corning until the toxic conditions caused by discharges from Owens Corning facilities are resolved to the satisfaction of the City.

4. Nothing herein shall be construed to give any right whatsoever to Owens Corning in the manner in which the City operates the sewerage system or its WPCP nor shall this Agreement in any way affect the City's right to adopt ordinances, rules, regulations, statutes and codes governing its sewerage system or the WPCP, and services and charges related thereto.

5. Nothing in this Agreement shall be construed as preventing the City from entering into agreements with others for the acceptance of sewer and industrial wastewater.

6. Owens Corning shall fully protect, indemnify, and hold harmless the City, its elected and appointed officials, and employees, from any and all damages, costs and expense (including reasonable attorney's fees) of any nature whatsoever which the City may suffer or incur as a result of Owens Corning's failure to abide by the terms, conditions, and covenants of this Agreement.

7. The parties agree that if any provision of this instrument shall be held invalid for any reason, the remaining provisions shall not be affected if the remaining provisions continue to conform with the requirements of applicable law.

IN WITNESS WHEREOF, this instrument has been executed in duplicate originals for and on behalf of Owens Corning its duly authorized officer, attested by its secretary and affixed with its corporate seal, and Garden City, Georgia, has caused these presents to be executed by its City Manager, attested by the Clerk of Council and affixed with its seal, all as of the day and year first above written.

OWENS CORNING ROOFING & ASPHALT, LLC

SEAL

By: _____
Craig Best
Plant Leader

Attest: _____

Name _____

Title _____

GARDEN CITY, GEORGIA

SEAL

By: _____
Ronald A. Feldner
City Manager

Attest: _____

Rhonda Ferrell
Clerk of Council

Attachments:

Exhibit A – Industrial Pretreatment Permit No. GAP050166 issuance date September 22, 2020, effective date November 1, 2020

Exhibit B – Garden City Pretreatment Parameter Discharge Limits