

A G E N D A
City Council Meeting
Monday, October 4, 2021 – 6:00 p.m.

➤ OPENING

- **Call to Order**
- **Invocation:** Pastor Tommy Duke from the First Baptist Church of Garden City
- **Pledge of Allegiance**
- **Roll Call**
- **Presentations:**
 - Resolution recognizing Bessie Kicklighter for her years of service on City Council.
 - Proclamation recognizing October 3-9, 2021 as Fire Prevention Week in Garden City, Georgia.

➤ FORMAL PUBLIC COMMENT

- **A Mother's Hurting Heart Charity, Inc.:** Ms. Tanaka Stringer, Founder/CEO of a Mother's Hurting Heart Charity, Inc. has requested to address the City Council.

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:**

- **Alcoholic Beverage License Application (Kwik Way Foods):** Receipt of public comment on an alcoholic beverage license application made by Balkrishna Kodal to sell wines, beer and/or malt beverages at Kwik Way Foods, 702 U.S. Highway 80, Garden City.

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 September 20, 2021 Pre-agenda Session Minutes and City Council Meeting Minutes.

➤ **CITY MANAGER'S REPORT**

- Updates and/or announcements

➤ **ITEMS FOR CONSIDERATION**

- **Ordinance, Zoning Map Amendment:** An ordinance to amend the Zoning Ordinance and Map of Garden City, Georgia, as amended; to re-zone certain properties owned by Kimberly Simpson as Executor under the Last Will and Testament of Richard Morgan Hicks, Decreased, Linda J. Lax, and Alison J. McNamara, to an "I-1" zoning classification with the exception of any portion of the properties lying within two hundred feet of the southern right-of-way line of Old Louisville Road which shall be zoned C-2A.
- **Resolution, Debris Removal & Disposal Agreement:** A resolution to contract for debris removal reduction and disposal services.
- **Resolution, Debris Monitoring Agreement:** A resolution to extend the master service agreement with Rostan Solutions, LLC for debris monitoring and public assistance consulting services.
- **Resolution, WPCP Rotatory Drum Screen System:** A resolution authorizing the City of Garden City to acquire, through a one-year lease/purchase agreement with JWC Environment, LLC, a rotary drum screen system which is critically necessary for the continued operation of the City's Water Pollution Control Plant; to authorize the City Manager to negotiate and execute said agreement.
- **Resolution, Probation Services Office Space:** A resolution to authorize and direct the City Manager to execute a license agreement with Professional Probation Services, Inc., for the use of office space within City Hall to conduct probation services for the Municipal Court of Garden City, Georgia.
- **Alcoholic Beverage License Application (Kwik Way Foods):** Consideration by Mayor and Council of an alcoholic beverage license application made by Balkrishna Kodal to sell wines, beer and/or malt beverages at Kwik Way Foods, 702 U.S. Highway 80, Garden City.

➤ **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**

**A RESOLUTION TO HONOR BESSIE KICKLIGHTER UPON
HER RETIREMENT FROM CITY COUNCIL**

WHEREAS, BESSIE KICKLIGHTER has served with distinction on City Council for over seventeen and one-half (17½) years, initially from January 7, 2002, to January 6, 2014, and then again from January 5, 2016, to August 31, 2021; and,

WHEREAS, Bessie is so well known for her dedication to the community that she has the unique distinction of having been actively recruited by the Mayor and Council to fill the at-large council seat vacated in September 2015 by Scott George; and,

WHEREAS, during her entire tenure on City Council, Bessie has been instrumental in implementing policies aimed at enhancing the quality of life for all residents, fostering civic engagement, controlling spending, and curbing industrial development within the City; and,

WHEREAS, during her most recent term on City Council, Bessie has played a major role in developing the mixed-use Garden City Town Center on Dean Forest Road with a 232-unit state-of-the-art multi-family residential facility, redeveloping areas of the City that have fallen into disrepair and blight, and exploring ways to improve upon the City's recreational facilities and programs for residents of all ages; and,

WHEREAS, Bessie has volunteered numerous hours, incurred personal sacrifice, and exhibited outstanding community spirit in her service to the City, acting as a fierce and intense advocate for her constituency, while maintaining a demeanor conducive to working productively with her colleagues on City Council; and,

WHEREAS, Bessie's unwavering commitment, willingness and ability to understand and respond to the concerns of Garden City residents, has made an immeasurable contribution to the betterment of the City; and,

WHEREAS, having suffered the loss of her husband and best friend, Randell, during her current term of office, and now having to deal with the aches and pains associated with the typical aging process, Bessie wishes to leave public office once and for all so that she can take care of herself and spend more time with her family which includes maintaining her close relationship with her son, Dean, as well as with her two grandchildren, Hannah and Zach, who, together, recited the pledge of allegiance at Bessie's first inauguration ceremony almost twenty (20) years ago on January 7, 2002; and,

WHEREAS, even though Bessie has answered nature's call of retirement, her colleagues and fellow Garden City residents assure that she will not only be greatly missed, but that she leaves behind a superior standard of service to the public that will be hard to equal;

NOW, THEREFORE, BE IT RESOLVED by the City's Mayor and Council that heartfelt wishes for a happy and fulfilling retirement be extended to BESSIE KICKLIGHTER, and that she be saluted for seventeen and one-half (17 ½) years of estimable service to the City as a leader, role model, and friend.

ADOPTED IN OPEN SESSION, this 4th day of October, 2021.

Rhonda Ferrell-Bowles, Clerk of Council

RECEIVED AND APPROVED, this 4th day of October, 2021.

Don Bethune, Mayor

Proclamation

Fire Prevention Week
October 3 – 9, 2021

WHEREAS, the City of Garden City is committed to ensuring the safety and security of all those living in and visiting our state; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,770 people in the United States in 2019, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 339,500 home fires; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Garden City residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond; and

WHEREAS, Garden City residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Garden City residents will make sure their smoke and CO alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, Garden City first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Garden City residents are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2021 Fire Prevention Week theme, “Learn the Sounds of Fire Safety,” effectively serves to remind us it is important to learn the different sounds of smoke and carbon monoxide alarms.

THEREFORE, I, Don Bethune, Mayor of Garden City do hereby proclaim October 3–9, 2021, as Fire Prevention Week throughout this state, and I urge all the people of Garden City to “Learn the Sounds of Fire Safety” for Fire Prevention Week 2021 and to support the many public safety activities and efforts of Garden City Fire and Rescue and Chatham Emergencies Services.

ADOPTED IN OPEN SESSION, this 4th day of October, 2021

Rhonda Ferrell-Bowles, Clerk of Council

RECEIVED AND APPROVED, this 4th day of October, 2021

Don Bethune, Mayor



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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Date Filed: 08/18/21

For the Year: 2021

Expires at December 31 of the above year.

Type of License (check all that apply)

<input type="checkbox"/> Spirituous Liquors (package)	\$2,722.00	<input checked="" type="checkbox"/> Beer and/or malt beverages	\$682.00
<input type="checkbox"/> Spirituous Liquors (by the drink)	\$2,722.00	<input checked="" type="checkbox"/> Wines	\$236.00
<input checked="" type="checkbox"/> Advertising Cost	\$75.00		

TOTAL: \$ 993 x 50% = \$496.50

Business Information

Business Name: Om Gautam Swami 108 INC

D/B/A/ (if applicable): Kwik Way Foods

Business Address: 702 US Hwy 80W garden city 31408 Business Phone: 912-401-4587

Mailing Address: 702 US Hwy 80 W garden city (If different from Business Address) Emergency Phone: 843-940-3358

City: garden city State: GA Zip Code: 31408

Business Email Address: kwikway 2021 @ gmail.com

What other kinds of business will be conducted at this location? None

List all persons with a financial interest in the business:

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

Name	Address	% Ownership
<u>balkrishna .Rumesh.Kadu</u>	<u>702 US Hwy 80 W garden city 31408</u>	<u>100%</u>

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

If Yes, describe circumstances: _____

Applicant/Licensee Information

Full Name: bal Krishna .Ramesh Kodel

Home Address: 450 AL Henderson blvd unit 2904 Phone: 912-401-4557

City: Savannah State: GA Zip Code: 31419

SSN: 035-63-2514 2541 Date of Birth: 05/11/1971 Age: 50

Ever held a similar license: — Year: —

Describe the interest owned or held by the applicant in the business: 100 % . owner

Will the applicant operate the business in person? Yes No

If No, list the name of the manager: —

Brief personal history of applicant: (Include education, previous jobs, businesses owned, and any place of residence during last five years.)

we have been manager for 5 years . we check id also , & run the gay state busin for long time & now only a regular.

Criminal history of applicant (if any): No

Fingerprints of applicant shall be required with the initial application.

List five character references that will vouch for the applicant:

Name	Address
<u>Vikram. S. Shah</u>	<u>1699 chatham Parkway Savannah 31405</u>
<u>Dankil . Patel</u>	<u>450 AL henderson Blvd 31419</u>
<u>Vishal . Jardax</u>	<u>403 us Hwy 80 goodencty 31408</u>
<u>Geekul . Patel</u>	<u>4820 Augusta road goodencty</u>
<u>Payal . Shah</u>	<u>4402 mengeney st 31405</u>

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

B.R. Kodel

Applicant's Signature

Sworn to and subscribed before me this

18th day of August , 20 2021

JK
Notary Public



THIS PAGE FOR OFFICE USE ONLY

Application received by: Heather Bayer Date: 9/8/2021

POLICE DEPARTMENT REVIEW

Fingerprinted by: OK for license HHS Date: 9/21/2021

Separate report submitted to the City Administrator:

Eggers Date: 9/21/2021
Police Chief

Public Hearing held on: _____

Date advertised in Savannah Morning News: _____

Action of Council: Approval Denial

License(s) Issued: _____ Date: _____

MINUTES

City Council Meeting Monday, September 20, 2021 – 6:00 p.m.

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

Opening: Pastor Randall Frantz from the First Baptist Church of Garden City gave the invocation and Mayor Bethune led City Council in the pledge of allegiance to the flag.

Roll Call:

Council Members: Mayor Don Bethune, Councilmember Richard Lassiter, Councilmember Natalyn Morris, Councilmember Debbie Ruiz and Councilmember Kim Tice. Absent: Councilmember Marcia Daniel. Mayor Bethune stated that Councilmember Daniel is out-of-town.

Staff Members: Scott Robider, Interim City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Gil Ballard, Chief of Police; Ben Brengman, IT Director; Cliff Ducey, Recreation Director; Pam Sweeny, HR Director and Mack Roberts, Deputy Fire Inspector. Absent: Michelle Johnson, Fire Chief.

Presentation: Mayor Bethune stated that Bessie Kicklighter could not attend tonight's meeting. He stated that the presentation will be rescheduled for a future council meeting.

Public Hearing

PC2118, Rezoning Request: Mayor Bethune opened the public hearing to receive public comment on a request by Greg Coleman, Coleman Company, Inc. to rezone 0 Old Louisville Road from C-2A to I-1; 4833 Old Louisville Road from R-2 to I-1 and 4840 Old Louisville Road from R-2 to I-1 for warehouse development.

Mr. Greg Coleman, Coleman Company, Inc., stated that the property owner is seeking to develop several warehouses on the properties. He stated that the proposed development location is currently a mixture of R-1, R-2, and C2-A and the petitioner is requesting that all of the properties be rezoned to I-1, with the exception of the C-2A portion fronting Highway 80.

Mr. Coleman stated that there will be a buffer to protect the existing residential area. He stated that there will be a left turn only out of the development back toward Dean Forest Road because of the school and residents on Old Louisville Road. Trucks coming out of the development will not be able to turn right, because the radius will be shaped so they can't make the turn.

Interim City Manager stated that the request has been evaluated against the zoning standards criteria and the Planning Commission is recommending approval. He stated that we believe the left turn only coming out of the development will help tremendously. The entrance and exit on Highway 80 will also help to reduce the traffic on Old Louisville Road.

City Attorney stated that permission would be needed from GDOT for curb cuts. Interim City Manager stated that no permits would be issued until GDOT is satisfied.

Councilmember Lassiter asked if this would be spot zoning. Interim City Manager stated that this is not spot zoning since there are other adjacent properties zoned I-1. He stated that the proposed zoning is in line with the land use map.

Mayor Bethune stated that it is a dangerous situation on Old Louisville Road and the City is getting ready to install speed bumps like Pooler did on their side of Old Louisville. Interim City Manager stated that the speed bumps are already in process for installation along with extra stop signs.

Mayor Bethune asked if there was anyone who wished to speak against the rezoning request.

Ms. Cathy Schmidt, 4621 Old Louisville Road, expressed concerns about the affects the proposed zoning change would have on the Woodlawn neighborhood. She stated that this would cause an increase in noise and debris from the truck traffic on Old Louisville Road. She stated that she is concerned about the devaluation of her property if the zoning change is approved. She stated that there is so much land on Dean Forest for industrial facilities to locate and asked that City Council deny further industrial zoning on Old Louisville Road.

There being no further speakers, Mayor Bethune closed the public hearing.

City Council Minutes: Councilmember Lassiter made a motion to approve the minutes from the August 16, 2021 Pre-Agenda Session Minutes and City Council Meeting Minutes and the September 13, 2021 Workshop Synopsis. The motion was seconded by Councilmember Ruiz and passed without opposition.

City Manager's Report: Interim City Manager stated that the staff reports were included in council's agenda packet. He stated that we are continuing to monitor the rising COVID-19 pandemic.

Items for Consideration

Seconded Reading - Ordinance, Speed Zones: Clerk of Council read the second reading of the heading of an ordinance to amend the Code of Ordinances for Garden City, Georgia, as amended, to amend section 78-3 and Appendix B (Articles I and II) which is incorporated therein by reference, to reestablish speed zones.

Councilmember Tice made a motion to adopt the ordinance on the second reading. The motion was seconded by Councilmember Morris and passed without opposition.

First Reading - Ordinance, Zoning Map Amendment: Clerk of Council read the first reading of the heading of an ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended, to rezone certain properties owned by Exclusive Grounds Solutions, Inc., located at 1909 U.S. Highway 80 in Garden City, Georgia, from their present zoning classification of "R-A" to a "C-2" zoning classification.

Councilmember Ruiz made a motion to approved the ordinance on the first reading. The motion was seconded by Councilmember Tice and passed without opposition.

Councilmember Lassiter made a motion to suspend the rules of council and hold the second reading of the ordinance. The motion was seconded by Councilmember Morris and passed without opposition.

Second Reading - Ordinance, Zoning Map Amendment: Clerk of Council read the second reading of the heading of an ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended, to rezone certain properties owned by Exclusive Grounds Solutions, Inc., located at 1909 U.S. Highway 80 in Garden City, Georgia, from their present zoning classification of "R-A" to a "C-2" zoning classification.

Councilmember Ruiz made a motion to adopt the ordinance on the second reading. The motion was seconded by Councilmember Tice and passed without opposition.

First Reading - Ordinance, Stop Intersections: Clerk of Council read the first reading of the heading of an ordinance to amend the Code of Ordinances for Garden City, Georgia, as amended, to amend Code Section 78-8 and Article VI of Appendix B which is incorporated therein by reference, to provide for changes in the placement of stop signs at the intersections of Godbee Avenue & Sharon Park Drive, Shawe Avenue & Sharon Park Drive, 3rd Street and Oak Street, 3rd Street and Delettre Street, Smith Avenue and Bowman Avenue, Old Louisville Road and Griffin Avenue, Old Louisville Road and Sharon Park Drive, Rommel Avenue and Nelson Avenue, Rommel Avenue and Herty Drive, Smith Avenue and Hickory Drive, and Smith Avenue and Oberlin Drive.

Councilmember Ruiz made a motion to approve the ordinance on the first reading. The motion was seconded by Councilmember Lassiter and passed without opposition.

Councilmember Ruiz made a motion to suspend the rules of council and hold the second reading of the ordinance. The motion was seconded by Councilmember Morris and passed without opposition.

Second Reading - Ordinance, Stop Intersections: Clerk of Council read the second reading of the heading of an ordinance to amend the Code of Ordinances for Garden City, Georgia, as amended, to amend Code Section 78-8 and Article VI of Appendix B which is incorporated therein by reference, to provide for changes in the placement of stop signs at the intersections of Godbee Avenue & Sharon Park Drive, Shawe Avenue & Sharon Park Drive, 3rd Street and Oak Street, 3rd Street and Delettre Street, Smith Avenue and Bowman Avenue, Old Louisville Road and Griffin Avenue, Old Louisville Road and Sharon Park Drive, Rommel Avenue and Nelson Avenue, Rommel Avenue and Herty Drive, Smith Avenue and Hickory Drive, and Smith Avenue and Oberlin Drive.

Councilmember Tice made a motion to adopt the ordinance on the second reading. The motion was seconded by Councilmember Morris and passed without opposition.

Resolution, Spivey Avenue Waterline Bid Award: Clerk of Council read the heading of a resolution to award Griffin Contracting Company a contract for the Spivey Avenue Waterline project for the contract price of \$119,353.00, conditioned upon first receiving donations from third-parties earmarked for funding the contract work in an amount not less than the difference between the actual contract price and the City's maximum budgeted amount of \$99,000; and to authorize the City Manager to negotiate and execute a contract on behalf of the City.

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

Resolution, Personnel Policy & Procedures Amendments: Clerk of Council read the heading of a resolution amending the City's Personnel Policy and Procedures Employment Manual.

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

Resolution, Entry Level Starting Salary Increase: Clerk of Council read the heading of a resolution to increase the minimum starting salaries for entry level city employees and to authorize salary adjustments for any such employees currently being paid less than the increased entry-level pay.

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

Resolution, Updated Purchasing Policy: Clerk of Council read the heading of a resolution amending and re-adopting the purchasing policy for Garden City, Georgia; repealing all prior resolutions and policies in conflict herewith; and providing for an effective date.

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

Resolution, Updated Travel Policy: Clerk of Council read the heading of a resolution adopting an updated travel policy and procedures for City Officials and Employees relating to travel advances and reimbursement for eligible expenses incurred in conducting official city business; providing for authorization and implementation; repealing all prior resolutions and policies in conflict herewith; and providing for an effective date.

Councilmember Tice made a motion to adopt the resolution. The motion was seconded by Councilmember Ruiz. Councilmember Ruiz, Councilmember Tice and Mayor Bethune voted to adopt the resolution with Councilmember Lassiter and Councilmember Morris opposed.

Resolution, Updated Credit Card Usage Policy: Clerk of Council read the heading of a resolution adopting an updated policy for the use, distribution and control of credit cards for certain purchases; providing for authorization and implementation repealing all prior resolutions and policies in conflict herewith; and providing for an effective date.

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

Resolution, Bank of America Authorized Signers: Clerk of Council read the heading of a resolution designating signatories of the City's bank accounts with Bank of America; superseding any previous resolutions; and providing an effective date.

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

Resolution, City Council Vacancy: Clerk of Council read the heading of a resolution to fill a vacancy on the City Council of Garden City, Georgia.

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

Mayor Bethune stated that I didn't give Councilmember Lassiter and Councilmember Morris time to say why they were opposed to the travel policy. He stated that we adopted a travel policy that pretty much all of the cities use. He stated that when I was with the City of Savannah this is what we pretty much did.

Councilmember Morris expressed concerns regarding the mayor's approval role, elective classes not being guaranteed for funding, and travel advance procedures.

City Attorney stated that Section 1.06 (Travel Authorization & Approvals) gives the City Manager as the official authorized approver for City Council's travel. He stated that in Section 1.09 (Compliance Auditing) that the mayor could be removed.

Councilmember Lassiter stated that he felt like Councilmember Morris.

Adjournment: There being no further items on the agenda, Mayor Bethune called for a motion to adjourn the meeting. Councilmember Lassiter made a motion at approximately 6:47 p.m. to adjourn the meeting. The motion was seconded by Councilmember Ruiz and passed without opposition.

Transcribed & submitted by: Clerk of Council

Accepted & approved by: City Council 10/4/21

SYNOPSIS

Pre-Agenda Session Monday, September 20, 2021 – 5:00 p.m.

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

Attendees:

Council Members: Mayor Don Bethune, Councilmember Richard Lassiter, Councilmember Natalyn Morris, Councilmember Debbie Ruiz and Councilmember Kim Tice. Absent: Councilmember Marcia Daniel. Mayor Bethune stated that Councilmember Daniel is out-of-town.

Staff Members: Scott Robider, Interim City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Gil Ballard, Chief of Police; Ben Brengman, IT Director; Cliff Ducey, Recreation Director; Pam Sweeny, HR Director and Mack Roberts, Deputy Fire Inspector. Absent: Michelle Johnson, Fire Chief.

Revenue & Expenditures Report as of 8/31/21: City Manager presented the Revenue & Expenditures Report as of 8/31/21. There were no questions or comments regarding the report.

Review of Council Meeting Agenda Items: City Manager gave an overview of the items going before council on the agenda.

Mayor Bethune stated that the School Board representatives did not show up for the meeting on Thursday. He stated that I have instructed the Interim City Manager to move forward on the recreation facilities. He stated that he asked the Interim City Manager to pull the three plans that we had done for the soccer complex and look into what funds we have available.

Councilmember Lassiter stated that he felt the plans needed to be re-advertised to get public opinion. He stated that he would also like to see improvements made at Bazemore Park for parking.

Councilmember Morris inquired if the plan is to build a soccer complex on Highway 80 as well as redo the Gym. She stated that she felt recreation is what we need most.

Mayor Bethune stated that once the School Board's new stadium is built, they will not need to use our stadium for their football games. He stated that the stadium property could turned into a multi-purpose field.

Councilmember Lassiter stated that if everything is being moved to Highway 80, the bleachers could be torn down for an ambler theater. Mayor Bethune stated that it could be talked about when we get together to talk about the recreational plan.

Mayor Bethune asked if ARAP funds could be used for recreation. Interim City Manager stated that we are still waiting on final rule on what the money can be spent on. There is no immediate time table. We have until 2024.

Councilmember Morris asked the HR Director what is the timeframe for Evergreen to complete the update to the City's Job Classification and Compensation Plan. HR Director stated that they are going to start in the next couple of weeks.

Councilmember Morris asked if the Receptionist position was posted. She said that she didn't see it. Interim City Manager stated that we opted to go through a temp agency, because we needed someone immediately.

Chief of Police gave an update on the police department recruits.

There being no further items to discuss, Mayor Bethune and City Council adjourned the pre-agenda session at approximately 5:35 p.m.

*Transcribed & submitted by: Clerk of Council
Accepted & approved by: City Council 10/4/21*

ORDINANCE 2021-10

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND MAP OF GARDEN CITY, GEORGIA, AS AMENDED; TO RE-ZONE CERTAIN PROPERTIES OWNED BY KIMBERLY SIMPSON AS EXECUTOR UNDER THE LAST WILL AND TESTAMENT OF RICHARD MORGAN HICKS, DECEASED (TAX PARCEL IDENTIFICATION NO. 60925 04001), LINDA J. LAX (TAX PARCEL IDENTIFICATION NO. 60925 04003; 4833 OLD LOUISVILLE ROAD), AND ALISON J. MCNAMARA (TAX PARCEL IDENTIFICATION NO. 60925 04004; 4840 OLD LOUISVILLE ROAD), TO AN "I-1" ZONING CLASSIFICATION WITH THE EXCEPTION ANY PORTION OF THE PROPERTIES LYING WITHIN TWO HUNDRED FEET OF THE SOUTHERN RIGHT-OF-WAY LINE OF OLD LOUISVILLE ROAD WHICH SHALL BE ZONED C-2A; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

The Mayor and Council of Garden City hereby ordains and it is hereby ordained by the authority of the same that:

Section 1: That the zoning ordinance and zoning map of Garden City, Georgia, as amended, be amended so that the following described property presently owned by Kimberly Simpson as Executor under the Last Will and Testament of Richard Morgan Hicks, Deceased, be rezoned from its present "R-A" zoning classification to a zoning classification of "I-1" with the exception of any portion of the property lying within two hundred (200') feet of the southern right-way line of Old Louisville Road which shall be zoned "C-2A":

All that certain lot, tract or parcel of land situate, lying and being in the 8th G.M. District, Garden City, Chatham County, Georgia, containing 54.37 acres, more or less, shown and designated on that certain plat of survey dated November 19, 2008, prepared by Warren E. Poythress, Georgia Registered Land Surveyor No. 1953, entitled "Property Survey for Richard Hicks, located in the 8th G.M.D., Chatham County, Georgia," recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Plat Record Book 42-P, Page 94, said plat being incorporated herein by this reference for descriptive and all other purposes.

The above-described property has a Chatham County Tax Parcel Identification Number of 60925 04001.

The above-described property was conveyed to Richard Morgan Hicks by a deed from Richard Morgan Hicks as Executor under the Will of Bernice Bevill Hicks, Deceased, dated September 24, 2009, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 356-H, Page 721.

Section 2. That the zoning ordinance and zoning map of Garden City, Georgia, as amended, be amended so that the following described property presently owned by Linda J. Lax at 4833 Old Louisville Road be rezoned from its present "R-2" zoning classification to a zoning classification of "I-1" with the exception of any portion of the property lying within two hundred (200') feet of the southern right-way line of Old Louisville Road which shall be zoned "C-2A":

All that certain lot, tract or parcel of land situate, lying and being in Garden City, Chatham County, Georgia, near the Five and Three-Quarter (5-1/4) Mile Post on the Louisville Road, containing Six and Eighty-Three One-hundredths (6.83) acres, more or less, having a frontage of Three Hundred Ninety-Seven and Seven-tenths (397.7) feet, more or less, on the Old Louisville Road, and being more particularly described as follows:

Beginning at the point where the Northeast corner of the tract herein described adjoins the lands now or formerly of Beville, and the Old Louisville Road, running thence South Fifteen degrees Fifty-two (S-15 degrees 52'W) minutes West, a distance of Seven Hundred Seventy-eight and Six-Tenths (778.6') feet, more or less, to a stake; running thence North Eighty-Eight degrees Nine (N-88 Degrees 9'W) minutes West, a distance of Three Hundred Eighty-Nine and Nine Tenths (389.9') feet, more or less, to a stone; running thence North Fifteen degrees Fourteen minutes (N-15 degrees 14'E) East, a distance of Seven Hundred Seventy-Eight and Eight-Tenths (778.8') feet, more or less, to a stone on the Southern Boundary of the right-of-way of the Old Louisville Road; and running thence South Eighty-Eight degrees Nine minutes (S-88 degrees 9'E) minutes East, a distance of Three Hundred Ninety- Seven and Seven-Tenths (397.7') feet, more or less, to the point of beginning, being the same property which was conveyed by the Lovell Company to Lewis R. Jones on December 15, 1919, by a deed recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 14-V, Page 93, and conveyed by the heirs of Lewis R. Jones to Mrs. Florence Jones by Deeds of Gift recorded in the aforesaid Clerk's Office in Deed Book 39-V, Page 39, and in Deed Book 41-Z, Page 149.

EXCEPTING therefrom the portion of the above-described tract which was conveyed by Benny Lax to R.L. Yeomans by a deed dated October 3, 1953, and

recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed Book 58-R, Page 569.

The above-described property has an address of 4833 Old Louisville Road, Garden City, Georgia 31408, and a Chatham County Tax Parcel Identification Number of 60925 04003.

The above-described property was conveyed to Linda J. Lax by a deed from Linda J. Lax, individually and as Executrix of the Estate of Jeffrey B. Lax, dated May 24, 2016, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 811, Page 478.

Section 3. That the zoning ordinance and zoning map of Garden City, Georgia, as amended, be amended so that the following described property presently owned by Alison J. McNamara at 4840 Old Louisville Road be rezoned from its present "R-2" zoning classification to a zoning classification of "I-1" :

All that certain portion of lot, tract or parcel of land situate, lying and being in Garden City, Chatham County, Georgia, shown and designated as Lot 2-A, containing 1.09 acres, upon that certain plat of survey prepared by Harold R. Johnson, Georgia Registered Land Surveyor No. #1137, dated May 26, 2004, last revised April 21, 2005, and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Plat Book 38-P, Page 34, said plat being incorporated herein by reference and made a part hereof for better determining the metes, bounds and dimensions of the property herein described.

The above-described property has an address of 4840 Old Louisville Road, Garden City, Georgia 31408, and a Chatham County Tax Parcel Identification Number of 60925 04004.

The above-described property was conveyed to Alison J. McNamara by a deed from David M. Blankenship dated May 1, 2015, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 578, Page 360.

Section 4. All ordinances or parts of ordinances in conflict therewith are hereby repealed.

Section 5. This ordinance shall become effective on the date of passage.

ADOPTED this _____ day of October, 2021.

RHONDA FERRELL-BOWLES
Clerk of Council

RECEIVED AND APPROVED this the _____ day of October, 2021.

DON BETHUNE, Mayor

Read first time:

Read second time and approved:



Office of the City Manager

City Hall/100 Central Avenue
Garden City, Georgia 31405

Scott C. Robider
Deputy City Manager

MEMORANDUM

To: Mayor and City Council
From: Scott Robider – Deputy City Manager
Date: September 27, 2021
Re: Contractor Debris Removal, Reduction, and Disposal Services

The purpose of this memo is to provide a summary of the City Staff's review and evaluation of the Request for Proposal (RFP) Packages that were submitted to the City on August 19, 2021 and to provide a recommendation of award for the referenced solicitation. The City Staff undertook this procurement due to the expiration of the agreement with our previous contractor (Crowder Gulf) on December 31, 2021 with no additional extensions allowed.* This RFP action will ensure that the City has a contractor(s) in place for future incident debris operations such as a hurricane type events.

An RFP was developed with a timeline to review and respond in time to make the award prior to the existing contract expiring. The RFP package was disseminated via email to experienced firms known by the City. In addition, the RFP was posted for public review on the Garden City website on July 12, 2021 under the "For Business/Bids & Proposals" category as well as being posted on the Georgia Local Government Access (GLGA) and the Georgia Procurement Registry (GPR) on July 12, 2021.

The RFP stated that the City encouraged the participation of small business enterprises and/or minority business enterprises. The City received questions from prospective proposers during the process which were addressed jointly by *Rostan Solutions* and the City Staff. The following firms made inquiries and submitted RFP packages:

- DRC Emergency Services, LLC
- Southern Disaster Recovery
- Crowder Gulf
- TFR Enterprises Inc.
- Custom Tree Care Inc.
- Ceres Environmental Services, Inc.
- D&J Enterprises, Inc.
- Graham County Land Company
- KDF, Inc.

* Said agreement having an initial term running from June 5, 2017 through December 31, 2019 and then being renewed for an additional two (2) year term in accordance with the contract provisions.

The City received nine (9) proposals by the deadline stated in the RFP. In anticipation of the submittals, the City formulated an evaluation committee to conduct a review of the proposals and provide a recommendation.

Pursuant to the requirements of the RFP, the City was seeking to engage a debris management contractor(s) that could offer the City the highest quality, greatest benefit and best value to the City related to “Incident Debris Removal, Reduction and Disposal Services”. As part of the RFP, the City sought information and details from prospective contractors regarding the following information/criteria:

- Compliance with the Mandatory RFP Requirements: These requirements as stipulated in the RFP are evaluated as a pass/fail outcome. All mandatory requirements were met = **PASS (P)**, and any mandatory requirement that was not met = **FAIL (F)**. If a submittal is evaluated as **FAIL**, meaning that one or more of the mandatory requirements were not met, it is deemed “non-responsive” and was not formally scored.
- Qualifications Evaluation: Subjective scoring by committee
- Ability Evaluation: Subjective scoring by committee
- Technical Evaluation: Subjective scoring by committee
- Price Evaluation: Cost analysis scored as best value

The RFP stated that the City would review and evaluate the proposals using the following scale:

Compliance with Request for Proposal (Mandatory)	Pass/Fail
Qualifications Evaluation	30
Ability Evaluation	25
Technical Evaluation	25
Price Evaluation	20
TOTAL	100

In accordance with the RFP criteria and as generally summarized herein, a committee of City staff consisting of the persons listed below performed a review and evaluation of the nine (9) proposals that were submitted. The committee consisted of the following:

- Scott Robider, Deputy City Manager
- Katie Draeger, Assistant Finance Director

A table summarizing the reviews of the three (3) passing submittals is shown below.

	Crowder Gulf	CERES	DRC
COMPLIANCE WITH REQUEST FOR PROPOSAL (MANDATORY)	PASS	PASS	PASS
QUALIFICATIONS EVALUATION	29/ 30 Points	27/ 30 Points	25/ 30 Points
ABILITY EVALUATION	25/ 25 Points	23/ 25 Points	22/ 25 Points
TECHNICAL EVALUATION	24/ 25 Points	22/ 25 Points	21/ 25 Points
PRICE EVALUATION	20/ 20 Points	18/ 20 Points	14/ 20 Points
SUMMARY	97/ 100	91/ 100	86/ 100

The following six (6) firms were evaluated for compliance with the mandatory evaluation criteria outlined in the RFP and were found to be noncompliant and received a score of **FAIL**:

- Southern Disaster Recovery
- TFR Enterprises Inc.
- Custom Tree Care Inc.
- D&J Enterprises, Inc.
- Graham County Land Company
- KDF, Inc.

It should be noted that Crowder Gulf was the City's previous contractor for this type of work and satisfactorily performed their work following several hurricane events. Furthermore, Crowder Gulf has been assisting other municipalities in Chatham County which should provide a benefit in future resource deployment and event operations. Finally, Crowder Gulf's cost proposal information was deemed to be the most cost effective as compared to the other submittals evaluated.

Based on the staff's review of the three (3) passing submittals, the City has ranked the contractors as follows:

1. **Crowder Gulf (Primary)**
2. **CERES (Secondary)**
3. **DRC (Secondary)**

Based on these results, a proposed contract / agreement will be offered to these three contractors, for a period commencing on January 1, 2022 and continuing through December 31, 2024, with an option by the City to renew for one (1) additional two (2) year period. As noted, Crowder Gulf will be considered the primary contractor for Debris Removal, Reduction, and Disposal Services. CERES and DRC will be considered secondary contractors, activated if Garden City deems it in the City's best interest for future post-incident debris management operations.

Please contact me with questions or concerns regarding this Memorandum.

A RESOLUTION TO CONTRACT FOR DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES

WHEREAS, inasmuch as on December 31, 2021, the City's agreement with CrowderGulf, LLC, for debris removal, reduction, and disposal services shall expire, the City recently solicited proposals for providing such services immediately for a service period through December 31, 2023, with one renewal option for a two (2) year period, to ensure that the City has a contractor in place to remove, reduce, and dispose of debris in the event of a storm event or other Act of God; and,

WHEREAS, the solicitation involved the development of a comprehensive Request for Proposals package which was disseminated on July 12, 2021, by posting same on the City's website, the Georgia Local Government Access (the "GLGA"), and the Georgia Procurement Registry (the "GPR") local government access website, and by e-mailing it to firms which either had previously contacted the City about providing such services or had previously provided such services to other local governments in Southeast Georgia; and,

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

WHEREAS, out of the nine (9) proposals that were submitted to the City before the deadline, six (6) were disqualified by reason of failing to comply with certain mandatory requirements set forth in the Request for Proposal Package; and,

WHEREAS, out of the remaining three (3) proposals, CrowderGulf, LLC -- the City's current debris management contractor, was scored the highest by a selection committee composed of the Assistant City Manager and the Assistant Finance Director based upon certain weighted factors set forth in the solicitation package including, but not limited to, price, ability, qualifications and experience, and work approach; and,

WHEREAS, the proposals submitted by Ceres Environmental Services, Inc., and DRC Emergency Services, LLC, were given high scores, but ranked second and third, respectively, by the above-mentioned selection committee based on the City's scoring system, with said contractors expressing the desire to enter into secondary contingent contracts with the City which would not be activated unless and until the City's primary contractor proved unable to perform its contract with the City; and,

WHEREAS, it would be in the City's best interest to have three potential contractors, instead of just one, available for debris management operations in the event of any storm event or other Act of God; and,

WHEREAS, the City Manager has confirmed that no one associated with the City has any financial interest in any of three above-named contractors that would compromise the award of a contract;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, that CrowderGulf, LLC, be designated as the City's primary contractor for debris removal, reduction, and disposal services, and that Ceres Environmental Services, Inc., and DRC Emergency Services, LLC, be both designated as secondary contractors to perform such services to the extent that CrowderGulf, LLC, proves unable to do so;

BE IT FURTHER RESOLVED THAT the City Manager, with the advice and counseling of the City Attorney, be authorized to negotiate and execute, on behalf of the City, a primary contract with CrowderGulf, LLC, and secondary contingent contracts with Ceres Environmental Services, Inc., and DRC Emergency Services, LLC, for providing debris, removal, reduction, and disposal services, containing the terms and conditions set forth in said contractors' respective proposals for services, and that he be further authorized to execute any other documents which he and the City Attorney deem necessary to further the intent of this Resolution.

ADOPTED AND APPROVED this 4th day of October, 2021.

Rhonda Ferrell-Bowles, Clerk of Council

RECEIVED AND APPROVED this 4th day of October, 2021.

Don Bethune, Mayor

**A RESOLUTION TO EXTEND THE MASTER SERVICE AGREEMENT
WITH ROSTAN SOLUTIONS, LLC, FOR DEBRIS MONITORING &
PUBLIC ASSISTANCE CONSULTING SERVICES, AND FOR OTHER
PURPOSES.**

WHEREAS, on November 29, 2021, the City's Master Service Agreement with Rostan Solutions, LLC, for debris monitoring and public assistance consulting services will expire, subject however to being extended pursuant to the provisions set forth therein for an additional one-year period through November 29, 2022; and,

WHEREAS, in September 2018, when the City initially solicited proposals for providing debris monitoring and public assistance consulting services to the City, the proposal of Rostan Solutions, LLC, was scored the highest based upon certain weighted factors set forth in the solicitation package including, but not limited to, price, ability, qualifications and experience, work approach, and compliance with certain mandatory requirements set forth in the package; and,

WHEREAS, during both the initial two-year term and the subsequent one-year renewal term of the Master Service Agreement, Rostan Solutions, LLC, has satisfactorily removed and disposed of all storm generated debris in accordance with FEMA's Public Assistance Guide for Category A reimbursement; has provided invaluable assistance with capturing the eligible storm-related reimbursement costs from FEMA; and has been instrumental in obtaining post-event hazard mitigation grant funding for improving and protecting the City against future natural disaster events; and,

WHEREAS, based on the satisfactory performance of Rostan Solutions, LLC, with respect to its Master Service Agreement with the City, it would be in the City's best interest to extend such Agreement for an additional one (1) year period through November 29, 2022, to ensure the continued availability of competent debris monitoring and public assistance consulting services;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, that the City's November 29, 2018, Master Services Agreement with Rostan Solutions, LLC, for debris monitoring and public assistance consulting services be extended for a one (1) year period through November 29, 2022.

BE IT FURTHER RESOLVED THAT the City Manager be authorized to execute a written one-year extension of the Master Services Agreement similar in form to the extension agreement which is attached hereto as Exhibit "A", and that he be further authorized to execute any other documents which he deems necessary to further the intent of this Resolution.

ADOPTED AND APPROVED this 4th day of October, 2021.

Rhonda Ferrell-Bowles, Clerk of Council

RECEIVED AND APPROVED this 4th day of October, 2021.

Don Bethune, Mayor

EXHIBIT A

ONE YEAR EXTENSION TO MASTER SERVICES AGREEMENT

THIS ONE YEAR EXTENSION TO MASTER SERVICES AGREEMENT is made and entered into this _____ day of October 2021 by and between the City of Garden City, GA ("CITY"), and Rostan Solutions, LLC (CONSULTANT).

WITNESSETH

WHEREAS, the CITY and CONSULTANT entered into a Master Services Agreement for Debris Monitoring and Public Assistance Consulting Services dated November 29, 2018, and;

WHEREAS, Article II of the Agreement provides for the option for two renewals for an additional year, and;

WHEREAS, the CITY and CONSULTANT desire to exercise the first option to renew said Agreement.

NOW THEREFORE, in consideration of the premises and the mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed as follows:

1. The CITY exercises its option to renew this Agreement for an additional 12 months pursuant to Article II of the Agreement.
2. The CONSULTANT agrees to this renewal.
3. The Agreement is hereby renewed for an additional 12 month period. Pricing and all remaining terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.
4. This Contract shall be effective beginning on the date first written above notwithstanding it or some of the Contract documents being signed on a different date.

IN WITNESS WHEREOF, the parties hereto have executed this renewal of this Agreement as of the date first set forth above.

ROSTAN SOLUTIONS, LLC

CITY OF GARDEN CITY

By: _____
Name: Sam Rosania
Title: Executive Vice President
Date: _____

By: _____
Name: C. Scott Robider
Title: City Manager
Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY CITY ATTORNEY

Name: James P. Gerard



G A R D E N C I T Y

MEMORANDUM

To: Mayor & Council
From: C. Scott Robider – Deputy City Manager
Date: September 28, 2021
Re: WPCP Rotary Drum Screen Rental/Buyout

The purpose of this Memorandum is to provide an update regarding the issues at the Waste Water Treatment Plant (WWTP) that I briefly outlined during the previous Council meeting. The aging WWTP is currently operating with equipment that was installed about thirty (30) years ago. As such, several key components of the plant are starting to fail as the system is almost reaching processing capacity on an average day. However, with major rainstorms such as the event that we had last week the plant cannot adequately process the stormwater inundating the system leading to flooding and other potential EPD violations.

The design of improvements for the WWTP headworks has been ongoing and is nearing completion, and the planned improvements included installation of two new rotary drum screens and changes to influent piping at the facility. Other recommended improvements included the addition of a grit removal system in conjunction with the screen system, but as a result of budget constraints, the grit collection system was removed from the project scope before design was initiated. The preliminary construction cost estimate for headworks improvements including only rotary drum screens was \$550,000, and the original estimated cost of the grit removal system was in the range of \$450,000 in addition to the screen system for which the City Staff has submitted grant applications which are pending with the State of Georgia via American Rescue Plan (ARP).

Due to the condition of the existing drum screen equipment and the frequency of breakdowns, a temporary screen system needs to be installed to facilitate WWTP operations. Installation of a temporary drum screen on a rental basis will provide time for the City Staff to operate the WPCP efficiently while awaiting award of the infrastructure grant from the State.

The City Staff solicited and have received two quotes for rotary drum screen lease and installation. Each of the lease offerings are for a 12-month lease with an equipment buyout provision at the end of the lease. The buyout provision will allow the city to reposition the drum screen into the new headworks facilities when appropriate time arrives to commence the larger capital improvement of the WWTP. The quotes that were received are as follows;

JWC Environmental Rotary Drum Screen & BRW Construction Group, LLC

- JWC Environmental Rotary Drum Screen **Monthly Rental Cost \$10,125/month** (\$121,500 for 12-month lease) and \$1.00 buyout
- Installation cost \$26,000(one-time cost) by BRW Construction Group, LLC
- Total 12-month cost = \$147,501

The lease proposal from JWC Environmental and quote for installation by BRW Construction Group, LLC are attached for reference.

Southern Civil, LLC & CleanTek

- CleanTek Rotary Drum Screen **Monthly Rental Cost \$27,329/month** (\$300,619 for 11-month lease)
- Installation cost \$85,500 (one-time cost) by Southern Civil, LLC
- Residual final payment \$117
- Total 12-month cost = \$386,236

The lease proposal including installation cost provided by Southern Civil, LLC is attached for reference.

Recommendation:

Based on the proposals received by the aforementioned equipment suppliers/contractors, I would recommend consideration for the following:

- 1) Execute a lease agreement with JWC Environmental Rotary Drum Screen for a 12-month lease with a monthly lease amount of \$10,125.00 with a \$1.00 buy-out at the end of the lease. (12-month lease total \$121,500.00)
- 2) Enter into a construction contract with BRW Construction Group, LLC, in the amount of \$26,000.00, for the installation of the rotary drum screen equipment.

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ACQUIRE, THROUGH A ONE-YEAR LEASE/PURCHASE AGREEMENT WITH JWC ENVIRONMENTAL, LLC, A ROTARY DRUM SCREEN SYSTEM WHICH IS CRITICALLY NECESSARY FOR THE CONTINUED OPERATION OF THE CITY'S WATER POLLUTION CONTROL PLANT; TO AUTHORIZE THE CITY'S CITY MANAGER TO NEGOTIATE AND EXECUTE SAID AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, in June 2019, the City engaged the engineering services of Brennan Jones Engineering Associates, LLC (the "City Engineer"), to assist it with the replacement of the existing drum screen headworks equipment at the City's Water Pollution Control Plant ("WPCP"); and,

WHEREAS, a visual study conducted by the City Engineer at the WPCP disclosed the need to install two (2) new drum screens and a grit removal system, as well as the need to enlarge the headworks structure to accommodate the installation of the grit removal system; and,

WHEREAS, based upon the findings of the engineering study, the City established a construction budget of between \$450,000.00 and \$650,000.00 for installing the two (2) new drum screens, and \$450,000.00 for installing a grit removal system, and submitted grant applications with the State of Georgia for financial assistance in funding such costs; and,

WHEREAS, recent breakdowns of the WPCP due to excessive use have resulted in the immediate need of acquiring a rotary drum screen to insure the continued operation of the WPCP until the completion of the proposed capital improvements to the WPCP into which the new rotary drum screen system would be incorporated; and,

WHEREAS, a solicitation of quotes from qualified suppliers of wastewater treatment equipment for the acquisition of a new rotary drum screen system resulted in the submission of two (2) proposals in the form of a one-year lease/purchase agreement, one from JWC Environmental, LLC, in the total amount of \$147,501.00 (includes installation costs of \$26,000.00 paid to BRW Construction Group, LLC and requires 12 monthly lease payments of \$10,125.00 and a buy-out payment of \$1.00), and one from Southern Civil, LLC, in the total amount of \$386,236.00 (includes installation costs of \$85,000.00 and requires 11 monthly lease payments of \$27,329.00 and a buy-out payment of \$117.00); and,

WHEREAS, the City Engineer has determined that the low offeror, JWC Environmental, LLC, has the qualifications, financial capability, and good references, sufficient to adequately supply, deliver, and service the new rotary drum screen system;

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

1. The Mayor and Council of Garden City, Georgia, shall acquire from JWC Environmental, LLC, a rotary drum screen system for the City's Water Pollution Control Plant at the total cost of \$147,501.00 (including installation costs of

\$26,000.00 paid to BRW Construction Group, LLC) through the execution of a one-year lease/purchase agreement requiring 12 monthly lease payments of \$10,125.00 and a buy-out payment of \$1.00).

2. The City Manager, with the assistance of the City Attorney, is hereby authorized to negotiate and execute, on behalf of the City, a lease/purchase agreement in compliance with State law with JWC Environmental, LLC, containing the above-mentioned terms as well as others in the City's best interest, and to execute any other documents which he and the City Attorney deem necessary to carry out the intent of this Resolution.

The effective date of this Resolution shall be when approved by the Mayor and Council.

SO RESOLVED this 4th day of October, 2021.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this 4th day of October, 2021.

DON BETHUNE, Mayor

RESOLUTION

A RESOLUTION TO AUTHORIZE AND DIRECT THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH PROFESSIONAL PROBATION SERVICES, INC., FOR THE USE OF OFFICE SPACE WITHIN CITY HALL TO CONDUCT PROBATION SERVICES FOR THE MUNICIPAL COURT OF GARDEN CITY, GEORGIA, AND FOR THE PURPOSES.

WHEREAS, it has become necessary for the City's probation service, Professional Probation Services, Inc. ("PPSI"), to vacate its current office space in the former Food Lion shopping strip mall adjacent to City Hall; and,

WHEREAS, another suitable office space location for PPSI has been located within City Hall in a room outside of the City's Police Department offices next to the Municipal Courtroom for use between the hours of 8 a.m. o'clock and 6 p.m. o'clock during week days when the City Hall's facilities are open to the public; and,

WHEREAS, PPSI is agreeable to using such office space to conduct its probation supervision and rehabilitation services for the Garden City Municipal Court pursuant to the terms and provisions of a one year revocable license agreement whereunder, it will pay the City a monthly usage fee of Four Hundred and 00/100's (\$400.00) Dollars, limit occupancy of the office space to three (3) persons at any one time, provide its own office equipment, supply proof of adequate liability insurance, and vacate the office space upon the City's giving it thirty (30) days advance notice; and,

WHEREAS, the City deems the proposed license agreement promotes the efficient operation of PPSI's probation supervision and rehabilitation services pursuant to the terms of that certain Contract for Probation Supervision and Rehabilitation Services between the City and PPSI dated March 15, 2021 (the "Probation Service Contract") ;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, that the City's City Manager is hereby authorized and directed to execute and deliver to PPSI, on behalf of the City, a license agreement in the form which is attached hereto as Exhibit "A" permitting PPSI to use the office space located within City Hall outside of the City's Police Department offices next to the Municipal Courtroom subject to the terms thereof for the purpose of performing its probation supervision and rehabilitation services for the City's Municipal Court under the Probation Service Contract.

ADOPTED AND APPROVED this _____ day of October, 2021.

RHONDA FERRELL-BOWLES
Clerk of Council

RECEIVED AND ADOPTED this _____ day of October, 2021

DON BETHUNE, Mayor

EXHIBIT "A"

LICENSE AGREEMENT TO USE SPACE

This License Agreement (the "Agreement") is entered into as of the ____ day of October, 2021, by and between Garden City, Georgia, a municipality chartered under the laws of the State of Georgia, with its City Hall located at 100 Central Avenue in Garden City, Georgia 31405 (hereinafter referred to as the "City" or "Licensor"), and Professional Probation Services, Inc., a Georgia corporation with its principal place of business located at 1770 Indian Trail Road, Suite 305, Norcross, Georgia 30093 (hereinafter referred to as "PPSI" or the "Licensee").

WHEREAS, the City is the beneficial owner of its City Hall facilities located at 100 Central Avenue in Garden City, Georgia 31405 (the "Premises"); and

WHEREAS, PPSI desires to have use of one of the offices located on the Premises outside the City's Police Department offices next to the Municipal Court Courtroom as shown on the attached Exhibit "A" for the purpose of performing its probation supervision and rehabilitation services for the Municipal Court of Garden City pursuant to the terms and provisions of that certain Contract for Probation Supervisions and Rehabilitation Services by and between the City and PPSI (upon the request and consent of the Chief Judge of the Garden City Municipal Court), dated January 1, 2018, as amended on March 15, 2021; and,

WHEREAS, the City is willing to permit PPSI to use the designated office space for such purpose subject to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. **License to Use Licensed Space.** Subject to the prior written approval by Garden City's Mayor and Council, the City hereby grants Licensee permission to use the office space specified in Exhibit "A" hereto (the "Licensed Space") between the hours of 8:00 a.m. o'clock to 6:00 p.m. o'clock during the week days when the City's City Hall facilities are open to the public. The parties expressly acknowledge and agree that this Agreement is not a lease, and that it does not create or convey to the Licensee any interest in the Licensed Space. Licensee will be entitled to occupy the Licensed Space solely for the purposes herein provided for the term stated herein. In the event of breach of Licensee of any of the covenants hereof, or upon the expiration or earlier termination of the term of the License Agreement, the City shall be entitled to immediate possession of the Licensed Space, and the Licensee shall not be entitled to any of the rights of a tenant under law, including the law of forcible entry and detainer.
2. **Term of Use.** The term of this License Agreement shall run for one (1) year from November 1, 2021, through October 31, 2022, and may be renewed with the mutual written consent of the City and PPSI.
2. **Fees and Costs.** In consideration of being permitted to use the Licensed Space, Licensee agrees to remit to the City in advance of such use the amount of Four Hundred (\$400.00) Dollars on the first of the each month during the term of the Agreement. The City shall be responsible for the cost of ordinary and reasonable charges for heat, air conditioning and water service to the Licensed Space. Any extraordinary

utility charges occasioned by Licensee's use of the Licensed Space shall be separately billed to Licensee. Licensee shall not be assigned any parking spaces outside the City Hall facilities as part of this Agreement. Internet access shall be provided by the City to the Licensed Space. The City shall not be liable in any way for any failure or termination of or interruption in any utility services to or for the benefit of the Licensed Space, and Licensee hereby releases the City from any and all liabilities or damages of any kind which may result by reason of any such failure, termination, or interruption.

3. **Independent Contractor.** Licensee is an independent contractor under the above-mentioned Contract for Probation Supervision and Rehabilitation Services and will have sole authority to control and direct the details of its performance and its activities. However, Licensee agrees that it will conduct all activities in accordance with applicable federal, state, and local laws, rules and regulations, as well as the City's policies and procedures. In addition, Licensee agrees to employ a sufficient number of qualified staff for its operations. Licensee will not be an employee of the City under the meaning or application of any federal, or state, or local laws, including but not limited to unemployment insurance or workers' compensation laws, and will not be entitled to any of the benefits of a City employee. Licensee assumes all liabilities and obligations imposed by any such laws. Licensee will have no authority to act as an agent of City and will not hold itself out as such.
4. **Use of Name.** Licensee agrees not to use the City's name, logos or marks for any advertising or any other purpose without the prior written approval of City.
5. **Use of Licensed Space.** Licensee shall use the Licensed Space for solely conducting its activities as set forth in its Contract for Probation Supervision and Rehabilitation Services with the City, utilizing only its own staff and materials. Licensee shall not use or permit the use of the Licensed Space for any other purpose. Licensee shall use and occupy the Licensed Space in a careful, safe and lawful manner which does not interfere with the use of the surrounding Premises. Licensee agrees (a) to assume full responsibility for the character, acts, and conduct of persons admitted to the Licensed Space including damage to any portion of the Licensed Space or any equipment therein; (b) to not injure, mar, or, in any manner, alter or deface said Licensed Space or any equipment contained therein (including, but not limited to, the driving of nails, hooks, tacks or screens into existing improvements), or cause or permit anything to be done whereby the said Licensed Space or equipment therein shall be in any manner injured, marred, defaced or otherwise altered; (c) that if said Licensed Space or any portion of or any equipment contained therein during the term of this Agreement shall be damaged by the act, default or negligence of Licensee, or of the Licensee's agents, employees, patrons, guests or of any person admitted to said Premises, Licensee shall cause the Licensed Space, Premises, and/or equipment to be returned to their condition as existed upon the execution hereof.
6. **Condition of Premises; Liability.** The City makes no warranties whatsoever regarding the condition of the Licensed Space. Licensee has inspected the Licensed Space and found it suitable for Licensee's purposes. The City shall not be liable for any personal injury or damage to property which Licensee or its guests or invitees may incur, regardless of the cause thereof. Licensee hereby releases the City from all such liability, it being the intent of the parties that Licensee shall maintain adequate insurance to cover any such losses. Licensee hereby agrees to defend, indemnify and hold harmless the City, its officials, employees, and agents from and against any and all claims, damages, losses, suits, judgments, costs and expenses arising from Licensee's occupation of the Licensed Space including, but not limited to, the amounts of deductibles on Licensee's insurance policies, or any costs resulting from Licensee's failure to acquire insurance coverage as required hereunder, and any costs arising from subrogation under worker's compensation or liability claims.

7. **Insurance.** Licensee agrees, at its sole cost and expense, to procure and maintain in full force during the term of this Agreement (i) statutory worker's compensation, and (ii) general liability insurance in an amount not less than \$1 million per claim, with no aggregate, and naming the City as a named insured. The liability policy shall contain a provision that it may not be canceled without giving the City at least thirty (30) days prior written notice (limited to 10 days prior notice for cancellation for nonpayment of premium). In addition, such policy or certificate evidencing that such liability policy is in effect shall be delivered to the City within thirty (30) days after the City's written request therefor and renewals of such certificates shall be delivered at least thirty (30) days prior to the expiration or cancellation of any such policy.
8. **Compliance with Laws.** Licensee agrees to comply with all applicable federal, state and local laws and regulations. Licensee will not discriminate on the basis of race, religion, age, sex, color, disability, sexual orientation, political affiliation, national or ethnic origin, or veteran status.
9. **Use Restrictions.** The Licensed Space shall be alcohol and smoke free, and shall not exceed an occupancy of three (3) people.
10. **Disclaimer of Liability.** The City shall not be responsible for any lost, stolen, or damaged items brought to or left at the Licensed Space by the Licensee, its officers, employees, agents, contractors, and invitees.
11. **Notices.** Until notified by the other party to the contrary, all notices authorized or required to be given by a party under this Agreement shall be sent by certified mail, addressed to the City at Garden City City Hall, P. O. Box 7548, Garden City, Georgia 31418 (Attn: City Manager), and addressed to the PPSI at 1770 Indian Trail Road, Suite 350, Norcross, Georgia 30093 (Attention: John C. Cox, President). Notices, demands and requests which shall be served by the United States registered or certified mail in the manner aforesaid shall be deemed received on the earlier of (a) the date of actual receipt or (b) the third (3rd) calendar day after such notice, demand or request is mailed by United States registered or certified mail as aforesaid.
12. **Termination/Revocation.** The City may terminate or revoke this License by notice to PPSI at any time if it finds that the Licensee is or has failed to comply with the requirements set forth herein, in which case Licensee shall vacate the Licensed Space immediately. The City may also terminate or revoke the license granted herein at any time without cause by notice to PPSI in which case all prepaid fees shall be returned to Licensee and Licensee shall vacate the Licensed Space within thirty (30) days of receiving such termination notice. Licensee may terminate this License with or without cause by providing at least thirty (30) days advance written notice to Licenser.
13. **Assignment.** Licensee may not assign or sub-license this Agreement.
14. **Miscellaneous.**
 - (a) This License Agreement shall be governed by, construed under, and interpreted and enforced in accordance with the laws of the State of Georgia.
 - (b) This License Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.
 - (c) Should any term, condition or provision hereof be deemed or declared invalid or unenforceable by reason of any law or decision or governmental regulation of any kind or nature whatsoever, by court decree or otherwise, such invalidity or unenforceability shall not affect or impair the validity and enforceability of the remaining terms, conditions, and provisions hereof.

(d) The use of headings, captions, and numbers in this License Agreement is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

IN WITNESS WHEREOF, the City and PPSI have hereunto caused these presents to be executed in their names by their duly authorized officers or officials and their seals affixed, as of this ____ day of October, 2021.

Licensor:
GARDEN CITY, GEORGIA

By: _____
Scott Robider, City Manager

Attest: _____
Rhonda Ferrell-Bowles, City Clerk

Signed, sealed and delivered
this _____ day of October, 2021,
in the presence of:

[SEAL]

Witness

Licensee:
PROFESSIONAL PROBATION SERVICES, INC.

By: _____
John C. Cox, President

Signed, sealed and delivered
this _____ day of October, 2021,
in the presence of:

Witness

EXHIBIT "A" Description of Office Space

