

**A G E N D A**  
***City Council Meeting***  
***Monday, May 3, 2021 – 6:00 p.m.***

➤ **OPENING**

- **Call to Order**
- **Invocation:** Pastor Jackie Gilbert-Grant from Sanctuary of Praise Christian Assembly
- **Pledge of Allegiance**
- **Roll Call**

➤ **FORMAL PUBLIC COMMENT – *No formal 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](http://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 April 19, 2021 Pre-agenda Session Minutes and City Council Meeting Minutes

➤ **CITY MANAGER’S REPORT**

- Updates and/or announcements

➤ **ITEMS FOR CONSIDERATION**

- **Resolution, Solid Waste Services Contract Award:** A resolution to enter into an agreement for curbside waste collection, recycling, and bulk waste pick up services and to authorize the City Manager to agree to any additional terms and conditions which are supplemental and/or incidental to the agreement, and to authorize the City Manager to execute said documents.
- **Ordinance, Zoning Map Amendment (4877 Old Louisville Road):** First reading of an ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended, to rezone certain property owned by 4885 Old Louisville Road, LLC, located at 4877 Old Louisville Road from its present zoning classification of “RA” to an “I-1” zoning classification.
- **Ordinance, Zoning Map Amendment (25 Main Street):** First reading of an ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended to rezone certain property owned by Tulumukti, LLC, located at 25 Main Street from its present zoning classification of “C-1” to a “C-2A” (B&W) zoning classification.
- **Ordinance, Zoning Text Amendment (Inside Retail Storage & Sale of Vehicles):** First reading of an ordinance to amend the Code of Ordinances of Garden City, Georgia, as amended, by amending Chapter 90, Article II thereof, to add the inside retail storage and sale of motor vehicles to the permitted uses listed in Code Section 90-47(b) which use shall be permitted in “C-2”, “C-2A”, “C-2A(B&W)” and “M” zoning districts in Garden City, Georgia, subject to certain conditions.
- **Resolution, 2021 GDOT LMIG Program Contract Award:** A resolution to award the contract for road repair work to Sikes Brothers, Inc. at the bid amount of \$127,856.00 and to authorize the City Manager to sign the contract.
- **Resolution, Replacement of Sharon Park Fountain Aerators:** A resolution to accept the quote from Turf Services, Inc., in the amount of \$21,475.00 for the purchase and installation of two (2) 2HP Otterbine fountain aerators at the Sharon Park pond and to authorize the City Manager to sign the contract documents.

➤ **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.

➤ **Termination Name Clearing Hearing – Corbin Medeiros**

➤ **ADJOURN**

## MINUTES

### City Council Meeting Monday, April 19, 2021 – 6:00 p.m.

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

**Opening:** Pastor James Witherspoon from Alpha & Omega Worship Center 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, Jr., Councilmember Natalyn Morris, Councilmember Debbi 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; Gil Ballard, Chief of Police; Cliff Ducey, Recreation Director; and Ben Brengman, IT Director. Absent: Pam Sweeny, HR Director; Jon Bayer, Public Works Director and Corbin Medeiros, Fire Chief.

**Presentation:** Members of the Aleo Shriners presented a plaque to the Mayor and City Council in appreciation of the City allowing the Shriners to hold fund raiser events within the City.

#### Public Hearings

**PC2107, Rezoning Request (4877 Old Louisville Road):** Mayor Bethune opened the public hearing to receive public comment on a request by Zachary Riddle to rezone 4877 Old Louisville Road from RA to I-1 for development as a truck chassis storage lot.

Assistant City Manager gave an overview of the rezoning request. He stated that the Planning Commission recommended approval of the request.

There being no speakers for or against the rezoning request, Mayor Bethune closed the public hearing.

**PC2108, Rezoning Request (25 Main Street):** Receipt of public comment on a request by Bharat Patel to rezone 25 Main Street from CA to C-2A(B&W) for development as a convenience store and market.

Assistant City Manager gave an overview of the rezoning request. He stated that the Planning Commission recommended approval of the request.

There being no speakers for or against the rezoning request, Mayor Bethune closed the public hearing.

**PC2109, Zoning Text Amendment:** Mayor Bethune opened the public hearing to receive public comment on a request by Southbridge Commons, LLC for a zoning text amendment to amend Section 90-49(f)(9)(e) to prohibit sales (outdoor); to amend Section 90-49(f)(5) to add subsection (g) in order to permit storage of vehicles and vehicular sales provided that; (i) such use may not occur outdoors; (ii) no automobile repair shall be permitted as part of the uses, and (iii) no temporary signage shall be permitted.

Assistant City Manager gave an overview of the zoning text amendment. He stated that the Planning Commission recommended approval.



Joshua Yellin, attorney with HunterMaclean stated that the proposed ordinance amendment would permit use of the old Food Lion facility as an exotic car museum which will also include indoor storage/warehousing of other collectible vehicles. Also, they are planning to utilize a portion of the building as a special events venue for weddings, etc. He stated that the old Food Lion facility is zoned for mix-use, but as a result of a portion of the building being designated for the sole purposes of indoor vehicle storage/warehousing the City's current ordinance needed to be amended to permit the use.

City Attorney stated that the Planning Commission's approval of the site plan is just the first step in the overall process and additional requirements still must be met.

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

**City Council Minutes:** Councilmember Kicklighter made a motion to approve the April 5, 2021 pre-agenda session minutes and city council meeting minutes. The motion was seconded by Councilmember Tice and passed without opposition.

**City Manager's Report:** City Manager gave an update on the Savannah Chatham County Public School System Intergovernmental Agreement.

#### **Items for Consideration**

**Resolution, SAFEbuilt Services Agreement:** Clerk of Council read the heading of resolution authorizing the City of Garden City, Georgia, to enter into a professional services agreement with SAFEbuilt Georgia, LLC, to provide, on a temporary on-call basis, building inspections, plan reviews and code enforcement services for the Planning & Economic Development Department; to authorize the City Manager to execute the agreement, and for other purposes.

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

**Informal Public Comment:** Mayor Bethune stated that no speakers signed up to address City Council.

**Adjournment:** There being no further items to discuss, Mayor Bethune called for a motion to adjourn the meeting. Councilmember Morris made a motion to adjourn the meeting at approximately 6:22 p.m. The motion was seconded by Councilmember Lassiter and passed without opposition.

*Transcribed & submitted by: Clerk of Council*

*Accepted & approved by: City Council 5/3/21*

## SYNOPSIS

### Pre-Agenda Session Monday, April 19, 2021 – 5:00 p.m.

**Call to Order:** Mayor Bethune called the meeting to order at 5:00 p.m. and Councilmember Daniel gave the opening prayer.

#### Attendees

**City Council Members:** Mayor Don Bethune, Mayor Pro-tem Bessie Kicklighter, Councilmember Marcia Daniel, Councilmember Richard Lassiter, Jr., Councilmember Natalyn Morris, Councilmember Debbi 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; Gil Ballard, Chief of Police; Cliff Ducey, Recreation Director; and Ben Brengman, IT Director. Absent: Pam Sweeny, HR Director; Jon Bayer, Public Works Director and Corbin Medeiros, Fire Chief.

#### Personnel

City Manager announced that he would be retiring effective August 28, 2021.

Mayor Bethune called for a motion to enter into executive session to discuss personnel. Councilmember Daniel made a motion to enter into executive session at approximately 5:06 p.m. The motion was seconded by Councilmember Kicklighter and passed without opposition.

After closing the executive session, City Council resumed the pre-agenda session at approximately 5:11 p.m.

**SAFEbuilt Service Agreement:** Assistant City Manager briefed City Council on a proposed limited services agreement with SAFEbuilt Services, LLC to perform building inspections on an “as needed basis only” at a flat hourly rate. He stated that there is no start-up cost or monthly service fees. We are advertising for a full-time and part-time building inspector, but have had little success. The lack of interest in both of the positions is due to the current building climate in which building inspectors are in high demand. He stated that this proposal allows the Planning Staff to continue providing the services expected to meet the development demand within the City.

**Q1 Revenue & Expenditures Report:** Finance Director stated that at the end of the first quarter all of the funds are operating as expected and the cash trend is positive. There were no questions or comments.

**City Council Retirement Plan:** City Manager stated that City Council currently receives \$25.00 per month. After looking at the surrounding cities, staff is recommending an increase in City Council’s retirement benefit from \$25.00 per month to \$35.00 per month, which would be more in line with the other surrounding cities.



After a brief discussion, City Council recommended staff move forward with having GMA modify the plan to increase City Council's retirement benefit from \$25.00 per month to \$35.00 per month.

**Update on the Solid Waste Services Request for Proposal:** City Manager reported on the request for solid waste service proposals. He stated that we will sending out information in the next few days for you to review prior to the May 3<sup>rd</sup> council meeting.

**Review of City Council Meeting Agenda:** City Manager gave an overview of the items listed on the council agenda.

There being no further items to be discuss, City Council adjourned the pre-agenda session at approximately 5:58 p.m.

*Transcribed & submitted by: Clerk of Council*  
*Accepted & approved by: City Council 5/3/21*

## **RESOLUTION**

**WHEREAS**, Garden City, Georgia, desires to enter into a contract for curbside waste collection, recycling, and bulk waste pickup services (the “Services”) by reason of the City’s current agreement with its existing provider (i.e. Waste Management, Inc.) being set to expire on August 31, 2021 such that the City must procure the requested services in a timely manner; and,

**WHEREAS**, the contract terms requested by the City for the provision of the Services include, but are not limited to, a four-year term with three (3) optional extensions of one (1) year each; the right of the City to terminate the Agreement with or without cause effective on the second anniversary of the contract’s effective date with at last ninety (90) days’ advance notice; the contractor’s obligation to furnish, at its own cost, all labor and equipment necessary to collect the waste; weekly collections for residential and light commercial units and semi-monthly collections for recyclable materials and bulk waste; providing service to certain city facilities including the City’s Water Pollution Control Plant (WPCP); requiring adequate insurance; CPI increases in fees after the first twenty-four (24) months of the contract; and the contractor’s indemnification of the City for suits, debts, damages, and liabilities arising from the contractor’s breach of the contract or from any injuries to person or damage to property caused by the acts or omissions of the contractor; and,

**WHEREAS**, in March 2021, the City requested proposals from prospective Service Providers of such Services pursuant to a process which requested from each candidate both a Cost Proposal for the Services (i.e., for residential waste services and for sludge disposal services at the City’s WPCP), and a Technical Proposal outlining the prospective service provider’s ability to address the requirements in the City’s request for proposals including, but not limited to, the candidate’s experience with local government contracts of the type contemplated by the City, its customer service track record, and its performance record in providing the requested Services; and,

**WHEREAS**, the City’s request for proposals stated that the future Waste Services Contract will be awarded to the most responsive Service Provider that offers the best value to the City in terms of service performance record, experience, cost and customer references; and,

**WHEREAS**, the City’s request for proposals yielded the submission of Cost Proposals and Technical Proposals from six (6) candidates which were analyzed and evaluated by a three (3) person review team/committee consisting of the City Manager, the Assistant City Manager, and the Revenue Collections Supervisors, the results of which are attached hereto as Exhibit A and Exhibit B; and,

**WHEREAS**, based on attached evaluations and analyses, it is the finding of the Mayor and Council that \_\_\_\_\_ offers the City the best value in terms of cost, service performance record, experience, and customer service;

**NOW, THEREFORE**, the Mayor and Council of Garden City, Georgia, hereby resolve as follows:

Section 1. The foregoing recitals are incorporated in and made a part of this Resolution by this reference.

Section 2 The City Manager is hereby authorized to enter into and execute, on behalf of the City, a Curbside Waste Collection, Recycling & Bulk Waste Pick Up Services Agreement with \_\_\_\_\_, in substantially the same form as attached hereto as Exhibit C and incorporated herein by reference, with the compensation as provided therein to be paid from the City's Sanitation Fund.

Section 3. The City Manager shall also be authorized on behalf of the City to agree to any additional terms and conditions which are supplemental and/or incidental to the foregoing, and to execute any other documents, which he deems necessary to further the intent of this Resolution.

Section 4. The effective date of this Resolution shall be when approved by the Mayor and Council.

**SO RESOLVED** this 3<sup>rd</sup> day of May, 2021.

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RHONDA FERRELL-BOWLES  
Clerk of Council

Received and approved this 3<sup>rd</sup> day of May, 2021

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DON BETHUNE, Mayor

**RFP for Garden City Solid Waste Recycling  
(Cost Proposal Analysis)**

	Waste Management	Waste Pro	Atlantic Waste	Capital Waste	ABC Waste	Ryland Environmental
MSW Toter	8.87	9.97	12.00	22.17	11.00	20.50
Recycle Toter	7.00	5.43	5.00		4.95	
Yard Waste	1.65	3.44	1.25		2.80	
Bulk Materials	1.39	3.32	1.00		0.83	
Total Cost	18.91	22.16	19.25	22.17	19.58	20.50
Monthly Fee with 1,900 carts	35,929.00	42,104.00	36,575.00	42,123.00	37,202.00	38,950.00
Annual Cost	431,148.00	505,248.00	438,900.00	505,476.00	446,424.00	467,400.00
	5.00 89%	4.14 86%	4.91 83%	4.14 85%	4.82 84%	4.58 84%
Weighted Average	4.45	3.56	4.08	3.52	4.05	3.85
xtra MSW Toter	8.79	5.00	9.00	9.27	10.00	10.07
xtra Recycle Toter	6.50	3.00	5.00	4.27	4.95	5.12
Sludge Haul	135.14	160.00	400.00	246.27	200.00	170.00
Monthly Cost	1,756.82	2,080.00	5,200.00	3,201.51	2,600.00	2,210.00
Sludge Dispose	55.04	103.23	45.00	88.77	85.00	104.00
Monthly Cost	2,463.04	4,619.54	2,013.75	3,972.46	3,803.75	4,654.00
Misc Waste	26.33	-	120.00	121.00	112.00	69.28
Monthly Cost	114.10	-	520.00	524.33	485.33	300.21
Monthly Fee	4,333.96	6,699.54	7,733.75	7,698.30	6,889.08	7,164.21
Annual Cost	52,007.52	80,394.48	92,805.00	92,379.60	82,668.96	85,970.52
	5.00 11%	2.27 14%	1.08 17%	1.12 15%	2.05 16%	1.73 16%
Weighted Average	0.55	0.32	0.18	0.17	0.33	0.28
Total Cost	483,155.52	585,642.48	531,705.00	597,855.60	529,092.96	553,370.52
Score	5.00	3.88	4.26	3.69	4.38	4.13

EXHIBIT A

**RFP for Garden City Solid Waste Recycling Services  
(Technical Proposal Analysis)**

**RFP for Garden City Solid Waste & Recycling Services**

CRITERIA		SERVICE VENDOR SCORING					
		ABC Waste	Atlantic Waste	Capital Waste	Ryland Environmental	Waste Management	Waste Pro
A	Document at least four (4) years’ experience with at least (3) Municipal Solid Waste contracts with local governments of comparable size.	1.00	5.00	5.00	5.00	5.00	5.00
B	Service Provider's track record of customer service responsiveness.	1.00	4.75	4.50	4.50	4.25	4.00
C	Service Provider's successful performance record with other municipal customers.	1.00	4.50	4.50	4.50	4.25	3.50
D	Local business within Chatham County.	5.00	5.00	1.00	1.00	1.00	1.00

Score	
1	POOR
2	FAIR
3	AVERAGE
4	GOOD
5	EXCELLENT

EXHIBIT B

**SAMPLE CURBSIDE WASTE COLLECTION, RECYCLING**  
**& BULK WASTE PICK UP SERVICES AGREEMENT**

("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, a corporation organized and existing under the laws of the State of Georgia ("Contractor"), and CITY OF GARDEN CITY, GEORGIA, a municipal corporation created under the laws of the State of Georgia ("City") (hereafter collectively the "Parties").

**WHEREAS**, the City desires to provide its citizens with environmentally sound solid waste collection and disposal and the collection of recyclable materials and bulk waste; and

**WHEREAS**, Contractor and its affiliates have extensive experience in the collection, disposal and processing of solid waste and the collection and disposal of recyclable materials and bulk waste; and

**WHEREAS**, the City had determined that it would be in the best interests of the citizens to contract with Contractor for the collection of its residential and light commercial solid waste, recyclable materials, and bulk waste according to the terms and conditions contained herein.

**NOW THEREFORE**, for in and consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the City and Contractor agree as follows:

**1. DEFINITIONS**

- a. Acceptable Waste or Municipal Solid Waste (MSW) shall mean all non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass, and metal materials, but excluding Unacceptable Waste as defined herein. Waste shall be considered "Acceptable Waste" only if properly contained within 96-gallon totes placed at the curbside on the proper weekly collection day, but occasional overflow of waste is permitted if properly sealed in plastic garbage bags in proximity to the toter. As used herein, the term "MSW" shall mean Acceptable Waste unless the context demonstrates otherwise. Recyclable Materials as defined herein shall not be commingled with Acceptable Waste in 96-gallon totes. Title to Acceptable Waste shall transfer to Contractor upon collection in Contractor vehicles.
- b. Yard Waste or Dry Trash shall mean leaves, brush, grass, clippings, shrubs, spent flowers & garden plants, weeds, pine needles, pine cones, acorns, vines, twigs, branches, discarded Christmas trees, and other woody material up to 4 inches in diameter and no longer than 4 feet in length.

EXHIBIT C



- c. Bulk Waste shall mean white goods (e.g., stoves, freezers, dishwashers, trash compactors, refrigerators, freezers, water tanks, washing machines, dryers, water heaters, air conditioners), furniture (e.g., couches, chairs, appliances.)
- d. Unacceptable Waste shall mean, without limitation, any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludge, waste from a pollution control process or cleanup of a spill of chemical substance or commercial product, waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sod, and stumps; paint; motor oil; excessive storm debris or debris resulting from weather events such as hurricanes or tropical storms; or any non-yard waste item too large or heavy to be contained within a 96-gallon toter. Title to and liability for Unacceptable Waste shall remain with the waste generator at all times.
- e. Recyclable Materials shall mean acceptable glass (all colors, but excluding pyrex, corning or mirrored glass), aluminum containers, steel cans, plastic containers (1-7), newspapers, magazines and related fibrous products, and cardboard that has been broken down to fit within the Contractor-provided roll-out toter placed at the curbside on the proper weekly collection day. Neither Acceptable Waste nor Unacceptable Waste shall be commingled with and placed within the Recyclable Materials toter. Title to Recyclable Materials shall transfer to Contractor upon collection in Contractor vehicles.
- f. Residential Unit shall mean a dwelling within the corporate limits of the City occupied by a person or persons as a domicile. A residential unit shall be deemed occupied when either domestic water or light and power services are supplied thereto. Apartment or condominium buildings with four (4) or more individual dwellings shall be considered commercial establishments and not Residential Units, unless each individual dwelling is provided its own toters and each dwelling is included within the Residential Unit house count, described hereafter.
- g. Light Commercial Units shall mean those shops, stores, offices, churches and the like that are not industrial in nature and are not Residential Units, and that utilize no more than three (3) Acceptable Waste toters and three (3) Recyclable Materials toters. Any business that must utilize more than three of either type of toter, or that must utilize a front load waste container, shall not be considered a Light Commercial Unit, and may negotiate commercial service directly with Contractor.

## 2. TERM

The Term of the Agreement shall be for four (4) years commencing on August 1, 2021 and expiring August 31, 2025. During the initial four-year term, the City shall have the right to terminate the Agreement with or without cause effective on the second anniversary of the Agreement's effective date by giving Contractor at least ninety (90) days' advance written notice of the intention to so terminate. If not terminated earlier by the city, the initial four-year term can be extended for three (3) automatic extensions of one (1)

year each unless either Party gives the other at least ninety (90) days' advance written notice of the intention to terminate the Agreement at the end of the then-current term. All notices given pursuant to this paragraph shall be served by certified mail, return receipt requested, or by a nationally recognized overnight courier service.

### **3. THE SERVICE AND CONTRACTOR RESPONSIBILITIES**

Contractor shall furnish, at its sole cost and expense, the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Waste, Recyclable Materials, and Bulk Waste collection to all Residential and Light Commercial Units of the City, which currently consists of approximately 1,950 total Units with a total of 2,010 toters (the "Service"). The Service shall include the following:

- a. Toter Supply. Each Residential Unit and Light Commercial Unit will be provided 96-gallon toter for Acceptable Waste, and new Residential Light and Commercial Units will be provided a 96-gallon toter for Acceptable Waste as they are added to the City. Each Residential Unit and Light Commercial Unit will also be provided a separate 96-gallon toter for Recyclable Materials, and new Residential Units and Light Commercial Units will also receive a 96-gallon toter for Recyclable Materials as they are added to the City. If a Residential Unit wishes to have more than single toter for Acceptable Waste or Recyclable Materials, the Residential Unit must receive City approval for same and arrange with the City for delivery of additional toter(s). Light Commercial Units shall be provided up to three (3) Acceptable Waste toters and up to three (3) Recyclable Materials toters upon their request to the City.
- b. Acceptable Waste Collection Frequency, Days, and Times. Acceptable Waste shall be collected from the curbside one time (1x) per week from each Residential Unit and Light Commercial Unit on Monday, Tuesday, and Wednesday. Contractor's anticipated route schedules are attached hereto and incorporated herein as Exhibit "A." Collections hours are between 6:00 a.m. and 6:00 p.m. Acceptable Waste shall be collected from the Contractor-supplied waste toters only, but occasional overflow of waste is permitted if properly sealed in plastic garbage bags in proximity to the Acceptable Materials toter. Acceptable Materials toters shall be colored \_\_\_\_\_.
- c. Yard Waste Collection Frequency, Days, and Times. Yard Waste shall be collected from the curbside one time (1x) per week from each Residential Unit and Light commercial Unit on Monday, Tuesday, and Wednesday. Contractor's anticipated route schedules are attached hereto and incorporated herein as Exhibit "A." Collections hours are between 6:00 a.m. and 6:00 p.m. Yard Waste shall be collected from the curb next to the toters. Yard Waste will be bagged in plastic or paper bags or bundled as specified below. The maximum amount of bags per unit is eight (8). Tree limbs or sticks will be bundled together and will not weigh more than 45 pounds. The individual sticks will be no larger than 4-inches in diameter and less than 4 foot in length and will be tied in bundle. All leaf and limb waste

will be picked up provided it is bagged and set by the street. In the event that Yard Waste set-out for pickup at a Residential Unit does not meet the specifications above and on the City website, the Contractor shall leave a clearly explanatory printed or written notice for the Customer, and notify the City within eight (8) working hours.

- d. Recyclable Materials Collection Frequency, Days, and Times. Recyclable Materials shall be collected from the curbside twice (2x) monthly from each Residential Unit and Light Commercial Unit on the first and third Thursday of each month for approximately one-half of the City, and on the second and fourth Thursday for the other half of the City. Contractor's anticipated route schedules are attached hereto and incorporated herein as Exhibit "B." Collections hours are between 6:00 a.m. and 6:00 p.m. Recyclable Materials shall be collected from Recyclable Materials totes only. Recyclable Materials totes shall be colored \_\_\_\_\_.
- e. Bulk Waste Disposal. Contractor shall collect and dispose of Bulk Waste on the customer's bi-weekly recycling pick-up day. Bulk goods shall mean only appliances and furniture not to exceed greater than 100 pounds and 6ft by 5ft by 5ft. Additional items will require scheduling with both the City and the Contractor and these will be billed and collected separately based on size, quantity, weight, and time required.
- f. Backdoor Service. Backdoor service will be provided free of charge for City customers who have made prior arrangements with the City and secured approval. Contractor's employees servicing backdoor collection will be required to follow regular walk patterns for pedestrians while on private property. Employees will take care not to damage property, shrubs, and other plantings. Contractor's employees should be careful not to expose themselves to danger such as by vicious animals in order to accomplish collection.
- g. New Customer Service. The Contractor shall provide collection and disposal services to new customers within 7 calendar days of notification from the City.
- h. Service for City Facilities.
  - (i) City Water Pollution Control Plant. Contractor shall provide all labor, equipment and materials for collection, transport and disposal of de-watered sewage, sludge (biosolids) on an ongoing basis from the Garden City Water Pollution Control Plant (W.P.C.P.) located at 1 Bud Brown Drive, Garden City, Georgia. The City produces wastewater sludge three to five days a week, resulting in approximately 537 wet tons annually with an approximate solids content of 15% to 20%. The material shall be collected at two locations at the W.P.C.P. site: A large roll-off dumpster located at the Belt Filter Press (20-yard capacity) and a small dumpster located at the Headworks (4-yard capacity).



(ii) Other City Facilities. Contractor will also provide for the collection of refuse and recyclables at all City facilities including, but not limited to, City Hall, the Senior Center, Public Works Department, Recreation Gym and Stadium, Bazemore Ball Park, Cooper Center/EOA, and two fire houses, and to provide roll-off containers or dumpsters for the location of refuse at each site at no cost to the City as follows:

1. City Hall (100 Central Avenue): 4-yard dumpster and 3 recycle carts
2. Senior Center (78 Varnedoe Avenue): 4-yard dumpster and 2 recycle carts
3. Public Works (1 Bud Brown Drive): 8-yard dumpster, 4-yard dumpster, and 1 recycle cart
4. Recreation Gym and Stadium (160 Priscilla D. Thomas Way): 6-yard dumpster
5. Bazemore Ball Park (421 Big Hill Road): 4-yard dumpster
6. Cooper Center/EOA (100 Central Avenue): 6 trash carts and 3 recycle carts
7. Firehouses (100 Central Avenue): 1 trash cart and 1 recycle cart at each location

- i. Exclusions from the Service- The Service shall not include commercial establishments that require four (4) or more Acceptable Waste or Recyclable Material totes. Such commercial establishments may negotiate commercial service agreements directly with Contractor.
- j. Disposal. Contractor shall dispose or arrange to dispose of the Acceptable Waste collected under this Agreement at only municipal solid waste disposal facilities that are licensed and permitted to accept such solid waste.
- k. Holiday Schedule. The following shall be designated holidays on which the Service shall not be provided: New Year's Day, Thanksgiving Day, Christmas Day, and Independence Day. If a designated holiday falls on a regularly scheduled Service day, the Service will be performed on the next weekday (for example, if the Holiday occurs on a Monday, Monday Services will occur on Tuesday, Tuesday Services will occur on Wednesday, and so on for that calendar week); except that if a designated holiday falls on Thursday, the Recyclable Material collection will occur on the day before (Wednesday). The City must approve any changes of such holiday schedule.
- l. 30-Yard Roll-Off Service. On two separate days per year, Contractor shall provide a single 30-Yard Open Top Container at no charge at a location designated by the City for the City's use in clean-up activities. Only Acceptable Waste may be placed in the 30-Yard Container. No Unacceptable Waste or Bulk Waste may be placed in the 30-Yard Container.
- m. Toter Replacement. Contractor shall replace at no charge to the City or the individual Residential Units or Light Commercial Units any toter that becomes damaged or destroyed including toters that become unusable because of ordinary wear and tear, or that are lost or stolen during the provision of the

Service. Customer shall receive requested additional or replacement totes within 3 calendar days of notification from the City. All requests to remove totes shall be completed within 10 calendar days of the request while service disposal is discontinued immediately.

n. Reporting.

(i) Monthly reports shall be submitted to the City upon request within 5 business days and shall include the following information:

1. Letter that abstracts the highlights major accomplishments, problems, trends and other pertinent information for the associated month; and,
2. Tonnage summary by refuse type (trash, recyclables, yard waste, bulk materials, etc.) for the associated month.

(ii) Ad hoc reports shall be submitted by the City upon request. The reporting period shall be defined at the time of the request. Ad hoc reports shall include the following information for each collection service (i.e. trash, recyclables, bulk waste, yard waste, etc.):

1. Complaints/Resolution Summaries;
2. Two daily route sheet and attached disposal site weight ticket;
3. Recycling participation;
4. Route operational route data form;
5. Vehicle identification number;
6. Daily staffing summary (including substitutions);
7. Landfill tickets;
8. Daily route sheets (including labor hours); and,
9. Disposed tonnage of refuse and recyclables itemized on a per day basis.

Contractor shall provide the City an annual report documenting all disposal services performed in the prior 12 months. The obligation to submit an annual report shall survive the termination or expiration of this Agreement. The City may withhold payment of balances due to Contractor until such final report is requested, received, and accepted by the City. The annual report should be submitted to the City no later than 30 days following every 12 month period of the Agreement and shall include a compilation of the monthly reports for the associated year.

o. Compliance with Laws. The Service shall be performed in accordance with all applicable statutes, laws, rules, regulations and ordinances.

p. Personnel and Equipment. The Service shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to complete the Service in a safe and timely manner.

- q. Supervision. Contractor shall provide competent supervision in charge of working crews at all times while providing the Service.
- r. Complaints and Missed Pick-Ups. If a collection from a subscribing address is missed, the City will notify the Contractor who will return to collect the waste materials. In all cases, the missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. If a collection from a subscribing address is skipped as the fault of the resident, the Contractor should notify the City within 3 hours of the missed collection. If no notification is received, the collection shall be assumed missed and will be handled as stated above.
- s. Handling of Complaints. In case of complaints regarding collection service or any related activities, the Contractor will, upon being notified of the complaint either in writing or by phone, resolve the complaint with the subscribing household and/or City personnel submitting the complaint within 24 hours. The Contractor will work cooperatively with the customer, household, and/or the City to resolve the complaint in a timely manner. The Contractor will be accessible to the citizens who wish to register a complaint through local telephone service. The Contractor will provide for prompt handling of complaints from the City or its citizens by maintaining a physical office and office staff that can receive, record, and handle complaints. Such staff will be available during regular business hours, Monday through Friday, 7:00 a.m. to 5:00 p.m. After hours, weekends, and holidays, the Contractor must make available a local message service to record citizen complaints. The Contractor will see to it that its employees serve the public in a courteous, helpful, and impartial manner. The Contractor shall maintain a log for all complaints and file same on a weekly basis with the City Manager or his designee, giving the date of receiving each complaint, the actual or planned resolution of the complaint, and the date of final resolution. The reporting format shall be approved by the City Manager. Should the Contractor fail to resolve a complaint within 24 hours as required above, a full written explanation of the circumstances and issues shall be provided to the City unless agreed to otherwise by the City and the Contractor.
- t. Public Education. Contractor shall distribute to customers public education materials about recycling and services. The educational materials will include, but not be limited to, a list of acceptable Recyclable Materials, collection schedules and specifications for accepting yard trimmings, bulk materials, and recyclables set out at the curb.
- u. Anti-Discrimination. In performing the Service, Contractor shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability.
- v. Agreement Not Exclusive Franchise. It is the understanding and intention of the Parties hereto that the Agreement shall constitute a contract for the collection and disposal of refuse and recyclable materials, and that said Agreement shall not constitute an exclusive franchise, nor be deemed or construed as same.



w. Contractor's Collection Equipment.

- (i) Contractor shall use only GPS equipped rear-loading trucks.
- (ii) Trucks shall not be older than 3 years old at the beginning of the Agreement and rear-loading trucks shall not be older than 7 years old during any point of the Agreement.
- (iii) The Contractor shall keep all equipment in safe, operating condition, in proper repair, and in a clean and presentable condition.
- (iv) Vehicles shall be painted uniformly with the name of the Contractor, the vehicle identification number, and the Contractor's telephone number printed on each side.
- (v) All vehicles will be secure and prevent the leakage of any fluids or littering of collected materials.
- (vi) All vehicles used for the collection of household garbage/trash will have a fully enclosed metal top.
- (vii) All loading doors and cab doors will be closed before a vehicle is placed in motion.
- (viii) Vehicles will not be overloaded as to scatter refuse but when refuse is scattered for any reason, it shall be the responsibility of the Contractor to immediately pick up the scattered matter.
- (ix) Drivers of vehicles which break hydraulic hoses and leak fluids on City rights-of-way will be required to immediately stop operation, clean up the fluids with either a compound or by covering the area with sand to soak up the leakage, and then sweep up the soak-filled compound or sand and placing same in the truck. A call for a replacement vehicle or repairing the leaking hydraulic hose will be required before proceeding with the scheduled route. All clean-ups must be reported immediately to the City Manager and the Utility Building Department at City Hall. The report shall include the address of the area that the spill occurred. If any address is not readily available, the Contractor shall, by his vehicle GPS device, produce an area identification number. When, in opinion of the Contractor, the damaged area is sufficiently cleaned, the Contractor will contact the City Manager who will dispatch staff to assess the situation and approve that the cleanup was satisfactory.
- (x) Vehicles shall be washed and maintained in a clean and sanitary condition.
- (xi) Vehicles are not to interfere unduly with a vehicular or pedestrian traffic.
- (xii) Vehicles shall not be left standing on streets and alleys unattended, except as made necessary by loading operations.
- (xiii) The Contractor shall promptly repair any damage or injury to any City property, road, right-of-way, private mailboxes, or other items caused by the Contractor except through normal wear and tear. Such repair will restore the City property, road, right-of-way, bridge, or private

mailbox to a condition to at least equal to that which existed immediately prior to the infliction of damage.

#### **4. HOUSE/BUSINESS COUNT, ADJUSTMENTS AND WEEKLY SUMMARY**

a. The estimated Residential Unit and Light Commercial Unit count at the commencement of the term hereunder shall be 1,950 total Units using 2,010 total toters; however, the Parties shall verify this count prior to the initial billing under this Agreement and shall adjust the count for billing purposes accordingly. Either Party may propose a prospective adjustment to the count at any time during the term of this Agreement upon reasonable notice to the other Party, the proposed adjustment shall be investigated jointly by the Parties to establish a new total Unit count to apply thereafter. Contractor shall keep an accurate database that includes service addresses and the number of toters for both Acceptable Waste and Recyclable Materials at each address. Contractor shall provide the City a report each month that will accompany the invoice that shows additions to or deletions from the total number of toters reported in the prior month.

b. The City shall be the point of contact for residents to open or close Residential Unit and Light Commercial Unit accounts, or for residents to request additional carts or repairs to carts. Before 5:00 pm on the last business day of each week, the City shall transmit a weekly summary to Contractor identifying by address all new accounts and closed accounts; all additional toters requested; all toters requested to be removed; and all toters requested to be removed for repair and/or replacement.

#### **5. FEES AND PAYMENT**

- a. Service Fee for First Acceptable Waste and Recyclable Material Toter per Location. For the first Acceptable Waste and Recyclable Material toter at any Residential Unit or Light Commercial Unit, Contractor shall be paid the total amount of \_\_\_\_\_ per month.
- b. Fee for Each Additional Toters. For each additional waste toter delivered to a Residential Unit or Light Commercial Unit beyond the first waste toter, and Contractor shall be paid an additional Fee of \_\_\_\_\_ per month; for each additional Recyclable Materials toter delivered to a Residential Unit or Light Commercial Unit beyond the first recyclable material toter, Contractor shall be paid an additional Fee of \_\_\_\_\_ per month.
- c. Service Fee for Yard Waste Collection and Disposal per Location: For the collection and disposal of yard waste, Contractor shall be paid the total amount of \_\_\_\_\_ per month.
- d. CPI Increases. The Fees described in subsections a and b, above, shall remain fixed for the first twenty-four (24) months of this agreement (\_\_\_\_\_). The Fees described in subsections a and b, above, shall be adjusted on \_\_\_\_\_, and on each successive \_\_\_\_\_ thereafter, by a percentage equal to the average monthly increase in the Consumer Price Index, All Urban Consumers (CPI-U), All Items, South Urban Area (Base Period

1982-1984=100), as reported by the United States Dept. of Labor, Bureau of Labor Statistics, for the previous twelve month period (the average monthly value of the index for the previous 12 month period shall be compared to the index value for the month that is 12-months prior to each increase date).

- e. Invoices and Payment. Invoices shall be submitted by Contractor on a monthly basis. The City shall have thirty (30) days from the invoice date to remit payment in full. The maximum interest permitted by law shall be applied to balances due and unpaid after more than fifteen (15) days beyond the due date.

## **6. DEFAULT AND TERMINATION**

Except as otherwise provided in the Force Majeure provision of this Agreement, the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

## **7. INDEPENDENT CONTRACTOR**

Contractor shall perform the Service as an independent Contractor. Contractor, its officers, employees, agents, Contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. Contractor at all times shall have exclusive control of the performance of the Service. Nothing in this agreement shall be construed to give the City any right or duty to supervise or control Contractor, its officers, employees, agents, Contractors, or subcontractors, nor to determine the manner in which Contractor shall perform its obligations under the Agreement.

## **8. SUBCONTRACTORS**

Contractor shall not use subcontractors to perform the Service described hereunder unless Contractor has obtained prior written approval from the City, which approval shall not be unreasonably withheld. In the event that written approval is obtained, Contractor shall remain liable to the City for the subcontractor's

performance of the Service as if the Service was being provided by Contractor itself.

## **9. FORCE MAJEURE**

Contractor's performance of the Service may be suspended and its obligations excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the occurrence of a force majeure event, Contractor shall notify the City immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

## **10. INDEMNIFICATION**

a. Contractor agrees to indemnify, defend, and hold the City harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, caused in whole or in part by the acts or omissions of Contractor, or any of its directors, officers, employees, agents, or subcontractors, in the performance to this Agreement.

b. Notwithstanding any provisions to the contrary, Contractor shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service.

c. The indemnification obligations of this section shall survive the termination or expiration of the Agreement for any reason.

## **11. INSURANCE**

Contractor shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

<b><u>Type</u></b>	<b><u>Amount</u></b>
A. Worker's Compensation	Statutory
B. Employer's Liability	\$500,000



- C. Comprehensive General Liability (including coverage for the following: premises-operations, products/completed operations, contractual, independent contractors, broad form property damage, and personal injury)

\$1,000,000 per occurrence

\$2,000,000 aggregate

- D. Automobile Liability (owned and non- owned)

i. Bodily Injury

\$1,000,000 per occurrence

ii. Property Damage Liability

\$500,000 per occurrence

- E. Excess/Umbrella

\$2,000,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Service, Contractor shall deliver to City a certificate of insurance evidencing the required coverages. This certificate shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of change or cancellation is provided to the City.

## **12. MISCELLANEOUS PROVISIONS**

a. Amendments. No amendment to this Agreement shall be made except upon the written consent of both Parties.

b. Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.

c. Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

d. Severance. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.

e. Choice of Law. This Agreement shall be governed by Georgia law, without regard to choice of law rules.

f. Assignment. Neither Party may assign its rights and obligations under this Agreement without prior written consent of the other Party, except that Contractor may assign its rights and obligations under this Agreement to any Contractor affiliate without the City's consent. An assignment shall not relieve the assigner of any obligations under this Agreement.

g. Notice. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, with copies to counsel for the respected Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Municipal Solid Waste, Recycling, and Yard Waste Service Agreement as of the date above.

**(CONTRACTOR)**

**CITY OF GARDEN CITY, GEORGIA**

By: \_\_\_\_\_

by: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



ORDINANCE NO. 2021-

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND MAP OF GARDEN CITY, GEORGIA, AS AMENDED, TO REZONE CERTAIN PROPERTY OWNED BY 4885 OLD LOUISVILLE ROAD, LLC, LOCATED AT 4877 OLD LOUISVILLE ROAD IN GARDEN CITY, GEORGIA (CHATHAM COUNTY TAX PARCEL NUMBER 60969 02007), FROM ITS PRESENT ZONING CLASSIFICATION OF "RA" TO AN "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 Mayor and Council of Garden City, Georgia, and it is hereby ordained by the authority of the same that:

Section 1: The zoning ordinance and zoning map of Garden City, Georgia, as amended, is hereby amended so that the following described property presently owned by 4885 Old Louisville Road, LLC, located at 4877 Old Louisville Road, in Garden City, Georgia, be rezoned from its present "RA" zoning classification to a zoning classification of "I-1":

All of the Western portion of Lot Number Eighteen (18) of a Subdivision of a part of the Lovell Company Tract in Garden City, Chatham County, Georgia, having a frontage on the Southern side of the Old Louisville Road of 335 feet, a width across the rear thereof of 306.3 feet, a depth Southwardly along its Eastern boundary line of 778.8 feet, and a depth Southwardly along its Western boundary line of 772 feet, said western portion of said Lot 18 being bounded Northwardly by said Old Louisville Road, Eastwardly by the remaining portion of said Lot Number (18), Southwardly by Lot Number Ten (10) of said Subdivision, and Westwardly by Lot Number Seventeen (17) of said Subdivision.

Reference is hereby made to survey of said property made by Robert D. Gignilliat, Jr., Chatham County Surveyor, dated June 22, 1967, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book "S", Page 6, for greater particularity of description, boundary lines, and metes and bounds.

Property Identification Number: 60969 02007

Property Address: 4877 Old Louisville Road, Garden City, Georgia 31408

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

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

ADOPTED this 3<sup>rd</sup> day of May, 2021.

\_\_\_\_\_  
RHONDA FERRELL-BOWLES;  
Clerk of Council

RECEIVED AND APPROVED this the 3rd day of May, 2021.

\_\_\_\_\_  
DON BETHUNE, Mayor

Read first time:

Read second time and approved:

ORDINANCE NO. 2021-

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND MAP OF GARDEN CITY, GEORGIA, AS AMENDED, TO REZONE CERTAIN PROPERTY OWNED BY TULUMUKTI, LLC, LOCATED AT 25 MAIN STREET IN GARDEN CITY, GEORGIA (CHATHAM COUNTY TAX PARCEL NUMBER 60004 01009), FROM ITS PRESENT ZONING CLASSIFICATION OF "C-1" TO A "C-2A (B&W)" ZONING CLASSIFICATION; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1: The zoning ordinance and zoning map of Garden City, Georgia, as amended, is hereby amended so that the following described property presently owned by Tulumukti, LLC, located at 25 Main Street in Garden City, Georgia, be rezoned from its present "C-1" zoning classification to a zoning classification of "C-2A (B&W)":

ALL of that certain tract or parcel of land situate, lying and being in the Eighth (8<sup>th</sup>) G.M. District of Chatham County, Georgia, in Garden City, being a part of that certain tract of land comprising six hundred (600) acres, more or less, purchased by L. H. Smith from Savannah Warehouse & Compress Company, and being a portion of a subdivision known as "Industrial City Gardens" as shown and designated on a plat of said subdivision prepared by H. G. Linder dated November 1, 1929 and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia in Plat Book 2, Page 219-220, as Tract 162, containing 1.22 acres, more or less and bounded now or formerly as follows: On the North by Tract Number 163 of said Subdivision; on the East by Main Street; on the South by Tract Number 161 of said Subdivision; and on the West by Tract Number 130 of said Subdivision.

Property Identification Number: 60004 01009

Property Address: 25 Main Street, Garden City, Georgia 31408

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

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

(SIGNATURE PAGE FOLLOWS)

ADOPTED this 3<sup>rd</sup> day of May, 2021.

---

RHONDA FERRELL-BOWLES,  
Clerk of Council

RECEIVED AND APPROVED this the 3rd day of May, 2021.

---

DON BETHUNE, Mayor

Read first time:

Read second time and approved:

ORDINANCE 2021-

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF GARDEN CITY, GEORGIA, AS AMENDED, BY AMENDING CHAPTER 90, ARTICLE II THEREOF, TO ADD THE INSIDE RETAIL STORAGE AND SALE OF MOTOR VEHICLES TO THE PERMITTED USES LISTED IN CODE SECTION 90-47(b) WHICH USE SHALL BE PERMITTED IN "C-2", "C-2A", "C-2A (B&W)" and "M" ZONING DISTRICTS IN GARDEN CITY, GEORGIA, SUBJECT TO CERTAIN CONDITIONS; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1: Chapter 90, Article II, Section 90-47(b), of the Code of Ordinances of Garden City, Georgia, as amended, entitled "Zoning; Permitted Uses" is hereby amended by adding the following as Paragraph \_\_\_\_ of the uses listed therein:

"(\_\_\_\_) Inside Retail Storage and/or Sale of Motor Vehicles - C-2, C-2A, C-2A(B&W), & M

- (a) Provided that all sale and/or storage activities are restricted to within an enclosed building;
- (b) Provided, further, that there shall be no repair work performed as part of such use;
- (c) Provided, further, that no temporary signage as defined in Garden City Code Section 90-5 shall be permitted; and,
- (d) Provided, further, that a site plan shall be submitted to and approved by the Planning Commission under the provisions of Garden City Code Section 90-48."

Section 2. Chapter 90, Article II, Section 90-49(f)(5), of the Code of Ordinances of Garden City, Georgia, as amended, entitled "Mixed Use Districts; Permitted Uses; Retail Functions" shall be amended by adding the following paragraph (g):

"(g) indoor retail sale and/or storage of motor vehicles provided that:

1. All sale and/or storage activities are restricted to within an enclosed



building;

2. There shall be no repair work performed as part of such use;
3. No temporary signage as defined in Garden City Code Section 90-5 shall be permitted; and,
4. A site plan shall be submitted to and approved by the Planning Commission under the provisions of Garden City Code Section 90-48."

Section 3. Chapter 90, Article II, Section 49(f)(9), of the Code of Ordinances of Garden City, Georgia, as amended, entitled "Mixed Use Districts; Permitted Uses; Retail Functions; Prohibited Uses" shall be amended by deleting paragraph (e) which prohibits all vehicular sales, and replacing it with the following paragraph (e) which prohibits just outdoor vehicular sales:

"(e) Gas stations, automobile service stations, car washes, junk yards, and outdoor vehicular sales."

Section 4. This ordinance shall become effective on the date of passage.

Section 5. All ordinances or parts of ordinances in conflict therewith are hereby repealed.

ADOPTED this the 3rd day of May, 2021.

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Rhonda Ferrell-Bowles  
Clerk of Council

RECEIVED AND APPROVED this the 3rd day of May, 2021.

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Don Bethune  
Mayor

Read first time:

Read second time and approved:

## **GARDEN CITY RESOLUTION**

WHEREAS, Garden City, Georgia, desires to enter into a contract for road repair work that includes the milling, leveling, and resurfacing of certain segments of Fall Avenue and Pineland Drive in Silk Hope, all such work being funded by the 2021 Georgia Department of Transportation Local Maintenance Improvement Grant (LMIG) Project in the amount of \$92,265.00 and the City's 30% match payment in the amount of \$27,679.00, together with whatever additional amount is required to be paid by the City out of the City's 2021 General Operating Fund and Special Purpose Local Option Sales Tax (SPLOST) Fund to fully fund the contractor construction costs which has been estimated at \$145,0000.00 (the "Contract Work"); and,

WHEREAS, the City solicited competitive bids pursuant to Official Code of Georgia Annotated Section 36-91-21 for the performance of the Contract Work; and,

WHEREAS, the invitation of bids was properly advertised in January 2021, with the results being as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Sikes Brothers, Inc.	\$ 127,856.00
Reeves Construction Co.	\$ 144,300.00
McLendon Enterprises, Inc.	\$ 148,266.00
APAC Atlantic, Inc.	\$ 167,400.00
AD Williams Construction Co., Inc.	\$ 172,950.00

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that based upon the recommendation of the City Manager, Sikes Brothers, Inc., is determined to be the lowest responsible bidder at the bid amount of \$127,856.00, and that a contract for the performance of the Contract Work be awarded to such bidder with provisions set forth therein addressing any legitimate change orders or major work plan modifications which may arise due to unforeseen/unanticipated field conditions and which, together with the City's engineering fees, shall be funded using the FY21 City budget fund sources noted below.

BE IT FURTHER RESOLVED that the Contract Work will be partially funded by the LMIG funds in the amount of \$ 92,265.00 which the City was awarded in FY2021 for the above-mentioned project, with the City funding the balance from its 2021 General Operating Fund and its Special Purpose Local Options Sales Tax (SPLOST) Fund.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign the contract in the name of the City, with the City Clerk's attestation to said Manager's signature.

ADOPTED AND APPROVED this 3rd of May, 2021.

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RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this 3rd day of May, 2021.

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DON BETHUNE, Mayor

### GARDEN CITY RESOLUTION

WHEREAS, Garden City, Georgia, is in need of replacing the two (2) existing 2HP Otterbine fountain aerators used for maintaining the Sharon Park Pond, one aerator being totally unusable and other being only partially operative; and,

WHEREAS, the City has received competitive pricing for the purchase and installation of two (2) new fountain aerators by obtaining written quotes from the following three (3) qualified local aerator suppliers:

<u>Supplier</u>	<u>Quote</u>
Total Phase Construction	\$27,687.00
Rushing Electric Co., Inc.	\$20,669.00
Turf Services, Inc.	\$21,475.00

WHEREAS, the City's Director of Parks & Recreation has recommended that the City accept the low quote of Turf Services, Inc., in the amount of \$21,475.00, having determining through due diligence that the supplier is both qualified and responsible, and that the quoted price is both fair and reasonable; and,

WHEREAS, the purchase of the replacement fountain aerators is in the City's best interest in that the aerators will enhance the fish habitat in the Sharon Park pond, improve the water quality, reduce algae, break down bacteria, help with mosquito problems, and remove foul odors from the pond, all by circulating the water and adding dissolved oxygen;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that the written quote of Turf Services, Inc., to supply and install two (2) 2HP Otterbine fountain aerators at the Sharon Park pond at the price of \$21,475.00 be accepted, and that a purchase requisition form, purchase order and/or other acceptable contract documents be prepared for the purchase transaction by the City's Director of Parks & Recreation and submitted to the City Manager for signature.

BE IT FURTHER RESOLVED, that the price for the purchase and installation of the two (2) fountain aerators be funded through the City's 2021 General Operating Fund which has budgeted the amount of \$27,000.00 for the replacement project.

BE IT FURTHER RESOLVED that the City Manager is authorized to take any and all actions, and to sign any and all documents, to further the intent of this Resolution.

ADOPTED AND APPROVED this 3<sup>rd</sup> day of May, 2021.

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RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this 3<sup>rd</sup> day of May 2021.

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DON BETHUNE, Mayor