

**A G E N D A**

**City Council Meeting**

**Monday, November 21, 2022 – 6:00 p.m.**

➤ **OPENING**

- **Call to Order**
- **Invocation**
- **Pledge of Allegiance**
- **Roll Call**
- **Presentation: Retired Educators Day Proclamation**

➤ **FORMAL PUBLIC COMMENT**

**Formal Public Comment – City Council Agenda Protocol**

The City of Garden City has identified this portion of the meeting to allow individuals an opportunity to formally address the City Council on issues of importance. Garden City requires that individuals who desire to formally address the City Council submit a written request form outlining the subject matter that they intend to discuss so that they can be placed on the meeting agenda. Members of the public desiring to be placed on the agenda to present or address matters to the City Council must submit a formal ***“REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA”*** form to the Office of the City Manager at least 10 days prior to the requested City Council meeting date that you wish to speak. City Council meetings are held on the first and third Monday of each month so the request must be submitted no later than 5:00 pm on the Friday which constitutes 10 days prior. The request can be done in person, regular mail, fax or e-mail and the speaker should obtain acknowledgement of the request from the City to demonstrate that the 10 day requirement has been met. The request form may be obtained from the Office of the City Manager and on the City’s website [www.gardencity-ga.gov](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.

➤ **RECEIPT OF INFORMAL PUBLIC COMMENT:**

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

***Informal Public Comment – Speaker Protocol***

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

## ➤ PUBLIC HEARINGS

- **PC2237 - Subdivision Request:** Receipt of public comment on a request by Clay Price for a subdivision of 0 Constantine Road for a proposed development of townhomes.
- **Occupation Tax Ordinance Amendment:** Receipt of public comment on the proposed amendment to the Occupation Tax Ordinance, which deletes a provision from the current version of the Ordinance providing that no business shall pay occupational tax in excess of \$5,000.00.
- **Manager's Alcoholic Beverage License Application:** Receipt of public comment on a manager's alcoholic beverage license application made by Brandon Demetri White to sell wines, beer, and/or malt beverages at Food Lion #811, 109 Minus Avenue, Garden City, Georgia.

### **Speaking to a Public Hearing Item Protocol**

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

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

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

**Procedures for Conducting Public Hearings on Proposed Zoning Decisions:**

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

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

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

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

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



## ➤ **Approval of City Council Minutes**

- Consideration of November 7, 2022, Pre-Agenda Session Minutes and Council Meeting Minutes, and November 14, 2022, Workshop Synopsis.

## **City Manager's Report**

- Staff reports are included in the agenda packet.
- Updated and announcements

## ➤ **ITEMS FOR CONSIDERATION**

- **Ordinance - PC2235, Zoning Map Amendment Request:** An ordinance to amend the Zoning Ordinance and Map of Garden City, Georgia, as amended, to rezone certain property owned by Prism Hospitality, LLC, located at 174 Minus Avenue in Garden City, Georgia, from its present zoning classification of "C-2A" to a mixed-use ("M") zoning classification.
- **Resolution – Fire Protection Billing Rate:** A resolution to adopt the fire protection service fee rate so as to provide sufficient funds to implement and provide fire services to the service area of the City of Garden City Fire Department.
- **FY2023 Fee Schedule:** Consideration by the Mayor and City Council to approve the updated schedule of fees for the fiscal year 2023.
- **Resolution - FY2023 Budget Adoption:** A resolution to adopt the FY2023 Operating and Capital Budgets; to provide an appropriation of funds for operating and capital expenditures and to appropriate funding for specific operating and capital funds of the Garden City Government.
- **Resolution – Railroad Water Pipeline Crossing Agreement:** A resolution authorizing the City Manager to enter into a License Agreement with Central of Georgia Railroad Company for the installation of a water pipeline crossing to connect with other municipal water facilities located at 2509 Dean Forest in an effort to increase water flow to areas within the City located to the North.
- **Resolution - Highway 80 Property Purchase and Residential Development Bid Award:** A resolution to accept a bid proposal for the purchase and residential development of property located at 2779 U.S. Highway 80, and to authorize the City Manager to commence negotiations for the drafting of a Purchase and Sale Agreement and a Development Agreement, all of which shall be consistent with the terms of the accepted proposal.
- **Resolution – Planning, Zoning & Building Department Vehicle Proposal:** A resolution to accept the proposal from O.C. Welch Ford to sell the City one (1) 2022 Ford F-150 4x4 Regular Cab truck at the price of \$36,895.00 and to authorize the City Manager to sign a contract or purchase order for the vehicle.

- **Manager's Alcoholic Beverage License Application:** Consideration of a manager's alcoholic beverage license application made by Brandon Demetri White to sell wines, beer, and/or malt beverages at Food Lion #811, 109 Minus Avenue, Garden City, Georgia.

➤ **ADJOURN**

# City of Garden Subdivision Application



## Development Information

Development Name (if applicable)

Constantine Tract Towns

Property Address

Constantine Road behind City Hall

Phased development?	If yes, proposed number of phases	Proposed Number of Lots (Total)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	na	76
Parcel ID	Total Site Acreage	Zoning
6098901062	17.69	mixed use
Project Description		

76 townhomes. City water and sewer. 4.3 units per ac density. Rear entry garage.

Water Supply	Sewage Disposal
<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private

## Applicant Information

Owner	
Name	Address
John, Mark, & Alan Usher	9108 Ferguson Avenue Savannah, GA 31406
Phone	Email
912-547-1377	jusher@macaljon.com
Engineer/Surveyor	<input type="checkbox"/> Same as authorized agent <input checked="" type="checkbox"/> Check here to receive staff review comments via email
Company Name	Contact (Individual Name)
EMC Engineering Services, Inc.	Alec B. Metzger, P.E.
Phone	Email
912-644-3200	alec_metzger@emc-eng.com
Authorized Agent (Requires Authorized Agent Form)	<input checked="" type="checkbox"/> Check here to receive staff review comments via email
Company Name	Contact (Individual Name)
Simcoe at Mosswood, LLC	Clay Price
Phone	Email
912-727-2920	clay@hoiconstruction.com

I understand that I will need to attend or be represented by a duly authorized agent at the meeting of the Planning Commission and that my application cannot be approved unless I am represented.

Clay Price

Print Name

Signature

9-19-22

Date

OFFICE USE ONLY		
Received By	Date Received	Case Number
Submittal Format	Fee Amount Paid	Invoice Number
<input type="checkbox"/> Electronic <input type="checkbox"/> Paper <input type="checkbox"/> Both		



GARDEN CITY  
PLANNING &  
ECONOMIC DEVELOPMENT

## MEMORANDUM

**To:** Garden City Planning Commission & Board of Appeals  
**From:** Denise R. Grabowski, AICP, LEED AP, Planning Manager Consultant  
**Date:** November 2, 2022  
**Re:** PC2237 – Constantine Road Townhomes

<i><b>Application Type</b></i>	<i><b>Preliminary Plan</b></i>
<i><b>Case Number</b></i>	PC2239
<i><b>Applicant</b></i>	John A. Usher, Alan D. Usher, Mark S. Usher
<i><b>Name of Project</b></i>	Constantine Road Townhomes
<i><b>Property Address</b></i>	174 Minus Avenue
<i><b>Parcel IDs</b></i>	60989 01062
<i><b>Area of Property</b></i>	17.26 acres
<i><b>Proposed Zoning</b></i>	Mixed-Use
<i><b>Proposed Land Use</b></i>	Townhomes

### GENERAL INFORMATION

*Project Description:* The applicant is proposing to develop the property for townhomes.

*Zoning District Standards:*

Max Density	15 units/acre
Min. Lot Size	900 SF
Min. Lot Width	16'
Setbacks	
Front	0' – 15'
Side	0'
Rear	0'

### FINDINGS

Staff has determined this application is complete and contains the required information. In conformance with the City of Garden City Zoning Ordinance Section 90-49 and the City of Garden City Subdivision Regulations Section, the following factors are presented for consideration.

1. *Development Summary*

Total acreage	17.69 acres
Upland	8.97 acres
Wetland	8.72 acres



Number of Units	76
Gross Density	4.30 units/acre
Net Density	8.48 units/acre
Greenspace	5% civic space required
Pocket parks	.25 acres (3%)
Additional park space	1.6 acres (18%)

The townhomes will face on Constantine Road and the newly created park space. Vehicular access to the garage and driveway for each unit will be provided via the lane. Two access points are provided in accordance with Code requirements.

Landscape plans and building elevations will be provided as an addendum.

### RECOMMENDATION

#### **Approval of the Preliminary Plan.**

*Note: Approval, if granted, by the Planning Commission only constitutes the initial step in the overall process and additional requirements still must be met prior to commencement of any construction activities. The Petitioner should note that final approval of the site plan will require City staff approval of the detailed engineering plans for the project through the City's standard process and a Land Disturbance Activity (LDA) Permit must be issued prior to construction. The Petitioner should also note that final approval of the site architectural plans will require City staff approval via its standard process and a building permit must be issued before vertical construction shall commence.*





60989 01074  
ENMARK STATIONS, INC.  
1454 DEAN FOREST RD

60989 01087  
JIDEAN FOREST LLC  
1456 DEAN FOREST RD

60989 01078  
GARDEN CITY  
CONSTANTINE RD

60989 01071  
EGP GARDEN CITY LLC  
1446 DEAN FOREST RD

60989 01072  
EGP GARDEN CITY LLC  
O'QUINNEY LN

60989 01065  
CONSTANTINE JOHNIN  
1470 DEAN FOREST RD

60989 01004  
GAY & CHARLEE ED CARLT & ELANE MAS  
DEAN FOREST RD

60989 01018  
CONSTANTINE JOHNIN  
DEAN FOREST RD

60989 01069  
GARDEN CITY  
100 CENTRAL DR

60989 01079  
GARDEN CITY  
CENTRAL AVE

60989 01069  
GEORGIA MUNICIPAL ASSOCIATION INC  
CENTRAL AVE

60989 01082  
TAPESTRY PARK COMMERCIAL LLC  
CENTRAL AVE

60989 01083  
TAPESTRY PROPERTY LLC, AIDE LAWARE LIMIT  
1456 DEAN FOREST RD

60989 01086  
GARDEN CITY  
108 SUNSHINE AVE

60989 01077  
CHATHAM COUNTY  
142 SUNSHINE AVE

60989 01024  
BRUNER WILLIAM LUT  
107 SUNSHINE AVE

60989 01024  
BRUNER MICHAEL W & ELIZABETH ANN  
110 SUNSHINE AVE

60989 01058  
POPPILL BARBARA  
101 SUNSHINE AVE

60989 01012  
SUNSHINE RV PARK LLC  
126 SUNSHINE AVE

60989 01019  
CONSTANTINE JOHNIN  
206 CONSTANTINE RD

60989 01021  
CONSTANTINE JOHNIN  
206 CONSTANTINE RD

60989 01013  
CONSTANTINE JOHNIN  
DEAN FOREST RD

60989 01062  
USHER JOHN A & KIRK A LAND  
CONSTANTINE RD

GARDEN CITY

1:4,514

 THUNDERBOLT UNINCORPORATED

 **BLOOMINGDALE**  **PORT WENTWORTH**

 VERNONBURG  Property Boundaries (Parcels)

SAGIS  
SAGIS | Google Inc |



ORDINANCE 2022-

AN ORDINANCE TO AMEND CHAPTER 22, ARTICLE II, OF THE CODE OF ORDINANCES OF GARDEN CITY, GEORGIA, AS AMENDED, ENTITLED "OCCUPATIONAL TAXES AND REGULATORY FEES" FOR THE PURPOSE OF ELIMINATING THEREFROM THE OCCUPATIONAL TAX CAP OF \$5,000.00; TO REPEAL CONFLICTING ORDINANCES 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 22, Article II, of the Code of Ordinances of Garden City, Georgia, entitled "Occupational Taxes and Regulatory Fees" is hereby amended by deleting Subparagraph (e)(i) of Code Section 22-29 entitled "Tax Levy; Schedule; Restrictions" providing that no business shall pay an occupational tax in excess of \$5,000.00. The amended Section 22-29 (the subparagraphs of Paragraph (e) being re-numbered as a result of the deletion of Subparagraph (e)(i)) shall read as follows:

**"Sec. 22-29. - Tax Levy; Schedule; Restrictions."**

- (a) *Levy.* An occupational tax shall be levied upon those businesses and practitioners of professions and occupations with one or more locations or offices in the corporate limits of the city and/or upon the applicable out-of-state businesses with no location or office in the state, pursuant to O.C.G.A. § 48-13-7, based upon the gross receipts of the business or practitioner in combination with the profitability ratio for the type of business, trade, profession, or occupation as measured by nationwide averages.
- (b) *Classification by NAICS.* Businesses and professions within the city shall be classified by business activity into occupation groups according to the classification structure in the most current North American Industry Classification System Manual (the "NAICS Manual") published by the United States Government, Executive Office of the President, Office of Management and Budget. In cases where a business includes more than one line of service or product, each business line shall be so classified for the purpose of paying occupational tax in accordance with the prevailing tax rate for such line. A copy of business classifications shall be maintained in the office of the City Clerk and shall be made



available to all interested persons. The finance department shall review assignment of NAICS code numbers to businesses based on profitability on a biannual basis and shall administratively reassign businesses as necessary to the most accurate code numbers.

- (c) *Business profitability tax classes.* Businesses, or business lines, shall be assigned to profitability tax classes by the first two digits of the North American Industry Classification System (“NAICS”) number. Profitability tax classes shall reflect business profitability ratios, as measured by nationwide averages derived from statistics, classifications, or other information published by the U.S. Office of Management and Budget, the Internal Revenue Service, or successor agencies. Six (6) tax classes based on profitability ratios shall be established by City Council and are incorporated herein by reference and adopted for use in the application of this Article. A copy of tax classifications for businesses shall be maintained in the office of the City Clerk and shall be available for inspection by all interested persons.
- (d) *Occupational tax schedule: profitability ratios in combination with gross receipts.* The tax rate to be applied to the gross receipts of each of the six (6) tax classes established by profitability ratios is as follows:

<u>Tax Class</u>	<u>Tax Rate on Gross Receipts</u>
Class 1	.00025
Class 2	.0003
Class 3	.00035
Class 4	.0004
Class 5	.00045
Class 6	.0005

For businesses or practitioners with more than one line of service or product, the city shall apportion the gross receipts by category of service or product in proportion to the gross receipts generated by each service or product, taxing each portion of the gross receipts according to the tax class for the profitability ratio of that particular business line and

adding the tax for all portions derived as the total occupational tax.

(e) *Restrictions.*

- (1) No business or practitioner shall be required to pay more than one occupation tax for each of its locations.
- (2) No occupation tax will be required from those real estate brokers, real estate agents, or real estate companies whose offices are located outside the city and who sell property inside the city.
- (3) An occupation tax should not be levied in any other manner except as described in this section.
- (4) Out-of-state businesses with no location in the state shall be assessed occupation taxes based on profitability ratios and gross revenues attributed to sales or services within the state.
- (5) Pursuant to O.C.G.A. § 48-13-22, when any person commences business on or after July 1 in any year, the occupational tax shall be levied at the customary rate on the gross receipts of the business or practitioner from the commencement of the business.
- (6) No occupation tax will be required upon more than 100 percent of a business's gross receipts.
- (7) No occupational tax will be required on receipts on which such tax has already been levied and paid in full in other localities or states, provided competent evidence of same has been presented by the taxpayer.
- (8) Occupation taxes are limited to the gross receipts earned in the city.
- (9) Out-of-state businesses with no location in the state shall be assessed occupation taxes based on the gross receipts of the business, as defined in O.C.G.A. § 14-

13-7, which are reasonably attributed to sales or services in the state.

- (10) No fee will be imposed on a business or practitioner for the cost of ascertaining whether such a business or practitioner has paid occupation tax to another local government.”

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

Section 4. This ordinance shall become effective on January 1, 2023.

ADOPTED this \_\_\_\_ day of December, 2022.

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

RECEIVED AND APPROVED this the \_\_\_\_ day of December, 2022.

\_\_\_\_\_  
BRUCE CAMPBELL, Mayor

Read first time: \_\_\_\_\_

Read second time and approved: \_\_\_\_\_



## City of Garden City

100 Central Avenue, Garden City, Georgia 31405

Phone: 912.966.7777 Fax: 912.966.2735

Email: Occtax@gardencity-ga.gov

### MANAGER APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

This form must be completed if manager or other employee operates the business on behalf of the License Applicant. If this is a new manager (change from last year's application) an additional advertising cost fee of \$75.00 made payable to the City of Garden City must accompany this application.

Date Filed: \_\_\_\_\_

For the Year: 2023

☒ Advertising Cost \$95.00

Expires at December 31 of the above year.

#### Business Information

Business Name: Food Lion, LLC

D/B/A/ (if applicable): Food Lion #811

Business Address: 109 Minus Avenue, Garden City, GA 31408

#### Manager Information

Full Name: Brandon Demetri White

Home Address: 113 Ristona Drive

Phone: 912-503-6275

City: Savannah

State: GA

Zip Code: 31419

SSN: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Age: 33

Ever held a similar license: No

Year: N/A

Brief personal history of applicant:

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

(Employment History) 09/2008 - Present: Assistant Store Manager, Food Lion

(Residential History) May 2016 - Present, 113 Ristona Drive, Savannah, GA 31419

Criminal History of Applicant (if any): None

**Fingerprints of applicant shall be required with the initial application.**

List five character references that will vouch for the applicant:

Name	Address
Rena Conner	109 Minus Avenue, Garden City, GA 31408
Cory Tuck	2389 GA-196, Hinesville, GA 31313
Jontae Plowden	2208 Derenne Avenue, Savannah, GA 31406
Rashon Mitchell	3500 Highway 17 South, Richmond Hill, GA 31324
Tonya Green	1040 King George Boulevard, Savannah, GA 31419



THIS PAGE FOR OFFICE USE ONLY

Application received by: Katie Draegen Date: 10/26/22

POLICE DEPARTMENT REVIEW

Fingerprinted by: OK for License KD Date: 10/2/22

Separate report submitted to the City Administrator:

[Signature] Date: 11/3/22  
Police Chief

Public Hearing held on: November 21, 2022

Date advertised in Savannah Morning News: November 8, 9, 10 - 2022

Action of Council: ☐ Approval ☐ Denial

License(s) Issued: \_\_\_\_\_ Date: \_\_\_\_\_

## SYNOPSIS

### Pre-Agenda Session Monday, November 7, 2022 – 5:00 p.m.

**Call to Order:** Mayor Campbell opened the session at approximately 5:00 p.m. Mayor Pro-tem Daniel gave the invocation.

#### Attendees

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

**Staff Members:** Scott Robider, City Manager; James P. Gerard, City Manager; Rhonda Ferrell Bowles, Finance Director/Clerk of Council; Yolanda Irizarry, HR Director; Gil Ballard, Chief of Police; Mike Dick, Fire Chief; Jon Bayer, Water Operations Director; Cliff Davis Public Works Director; Chris Snider, Systems Administrator, Carlos Nevarez, Fire Marshall, and Veronica Enoch, Executive Assistant.

**Garden City Convention Visitors Bureau (CVB) Proposed FY2023 Budget:** Ed Chapman and Irina Tsoy presented the CVB's proposed budget for 2023. He stated that they are in the process of hiring a new administrator. He stated that we released the RFP for a marketing agency. Ms. Tsoy said that when COVID happened in 2020, we had cut expenses, so we ended our agreement with the marketing agency we were using. Councilmember Hall said he would like a copy of the RFP.

Councilmember Morris inquired if the CVB was short on members. Ms. Tsoy stated that she believed they were down three members. She said that we need restaurant owners. Councilmember Morris asked Ms. Tsoy to get back to the City Council about the vacant seats.

**Mayor's Updates:** Mayor Campbell stated that he had no updates to report.

**City Manager's Updates:** The City Manager gave an update on installing the speed bumps in Kim's area and the Chatham Villa area. He said that we are getting compliments on the speed bumps. Councilmember Hall said he was surveying his neighborhood to see if the residents wanted them installed.

Councilmember Morris stated that she felt the information about installing the speed bumps could have been communicated better. She said I surveyed district three, and people said they didn't want them installed in the Chatham Villa area. She said this could have been better communicated to the City Council and residents. She said that all of a sudden, the Mayor makes a call, and speed bumps go in. Before putting down the speed bumps, she asked if the drainage issue had been addressed in the Chatham Villa area.

The City Manager said that we just didn't put them down. We have been working on this for a while.

Mayor Campbell said this wasn't sudden. He said I have been asking for this before becoming Mayor. He said I see the danger when I walk the neighborhood. There are no sidewalks for the kids and residents to use. He noted that back in May, he started calling Scott regularly about getting the speed bumps put in.

Councilmember Morris stated she didn't understand why the residents in that area couldn't get sidewalks and pocket parks. She stated that she had been asking for sidewalks and pocket parks for a while. She said better communication with the City Council and the person in charge is needed.

Councilmember Daniel stated that she didn't know why any resident would be upset about speed bumps. Councilmember Morris stated that the residents do complain about them. She noted that she had received calls from residents. She said the Chief of Police studied speeding in the Chatham Villa area. The Chief of Police said that the study did pick up speeders, but there just wasn't enough to change the speed limit in the area.

**Review of Council Agenda Items:** The City Manager gave an overview of the items on the agenda for consideration.

**Fire Protection Fee:** The City Attorney gave an overview of the ordinance regarding the fire protection fee. He stated that there would be a resolution at the next council meeting for the fire fee rate structure. The City Manager said you would see the calculation at the next meeting.

Ed DiTommaso, with GMC, gave an overview of the new fire fee calculation method. He stated that before, the fire fee rate was based on fire flow. He noted that the new way is based on square footage and a wildfire fee approach. He said he wasn't sure if all the revenue was being captured on the old method. He stated that we worked with the Tax Commissioner to put the fire protection fee on the tax bills. He noted that their utility bill would decrease, but their tax bill will go up. He stated that there would need to be public meetings held and educational materials distributed to businesses and citizens advising them of the change.

The City Manager stated that this would transfer the cost to the businesses instead of the residents. Councilmember Hall noted that he liked taking the burden off the residents. Councilmember Hall stated that he would like to see the data.

The City Attorney stated that Ed drafted a detailed memo regarding the fire protection fee rate. He went through the factors well and encouraged the City Council to review Ed's memorandum.

Councilmember Daniel inquired which tax bill the fee would be on. Mr. DiTommaso said that it would be on the September tax bill.

**Fire Department Automatic Aid Agreement with Port Wentworth:** Chief Dick gave an overview of the automatic aid protocols. He stated that this would provide us with someone to back us up. He noted that the Port Wentworth Fire Department would send us one apparatus, and we would send one to them if needed. He stated that we are supposed to have seventeen firefighters on the scene, and since we do not have enough firefighters, this automatic aid is greatly needed.

Councilmember Hall inquired if this was like mutual aid. Chief Dick stated that I would have to call and request another department's help with mutual aid. With automatic aid, they are automatically dispatched when the call goes out. They can man one of our stations while we fight the fire if they aren't needed at the scene.

**GCPD Tasers:** The City Manager stated that there is a resolution on the agenda for you to approve entering an agreement with Axon for the police department to lease the tasers. He noted that this is a five-year agreement.

**Rostan Solutions Agreement:** The City Manager stated that Rostan's contract expires at the end of this year. He said the resolution is to extend the contract until we get an RFP out.

The City Attorney handed out information regarding the proposed new council districts map based on the 2020 census data. He noted that there were not many changes. He said we need to put this on a workshop agenda for discussion.

The City Manager introduced Veronica Enoch, the executive department's new administrative assistant.

**Adjournment:** There being no other items to discuss, Mayor Campbell and City Council adjourned the pre-agenda session at approximately 5:57 p.m.

*Transcribed & submitted by: The Clerk of Council*

*Accepted & approved by: The City Council 11/21/22*



## MINUTES

### City Council Meeting Monday, November 7, 2023 – 6:00 p.m.

**Call to Order:** Mayor Campbell called the meeting to order at approximately 6:06 p.m.

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

**Roll Call:**

**Council Members:** Mayor Bruce Campbell, Mayor Pro-tem Marcia Daniel, Councilmember Gwyn Hall, Councilmember Lassiter, Councilmember Morris, and Council Member Kim Tice. Absent: Councilmember Debbie Ruiz.

**Staff Members:** Scott Robider, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell Bowles, Finance Director / Clerk of Council; Gil Ballard, Chief of Police; Mike Dick, Fire Chief; and Chris Snider, Systems Administrator.

**Presentation:** Chief Ballard recognized Vulcan Materials Company for supporting the Police Department's Chat with a Cop and Cops at Bus Stops programs. He stated that they had been a supporter since 2018. He said we've appreciated their support through the years.

**Informal Public Comment:** Mayor Campbell opened the floor to receive comments from the audience.

Monalisa Monroe, 100 Town Center Drive, announced that the Garden City Housing Team received a CHIP Grant for \$400,000 to renovate six homes in Garden City. She invited the City Council to attend a gala on December 15<sup>th</sup> to support the Housing Team's Roofs and Ramps project for 2023. Councilmember Hall stated that if you received \$400,000 in grant funding, you would be spending approximately \$66,000 on each of the six homes.

**Public Hearings**

**PC2235 - Zoning Map Amendment Request:** Mayor Campbell opened the public hearing to receive public comment on a request by Adam Wilkerson, representing owner Savitr Estates, LLC, to rezone 174 Minus Avenue from C-2A to an M zoning district for the proposed use as a hotel, multi-family, and laundromat.

There were no speakers for or against the zoning map amendment request, so Mayor Campbell closed the public hearing.

**FY2023 Proposed Budget:** The City Manager asked if anyone had any questions on the proposed FY2023 Budget. He stated that the budget was scheduled to be adopted at the next council meeting. There being no questions or comments, Mayor Campbell closed the public hearing on the proposed FY2023 Budget.

**Items for Consideration:**

**First Reading - Speed Zones Ordinance:** The Clerk of Council read for the first reading the heading of an ordinance to amend the Code of Ordinances for Garden City, Georgia, as amended, to amend Article I and Article II of Appendix B to the Code, which is incorporated into Section 78-3 for the purpose of reestablishing speed zones within the city.

Councilmember Daniel motioned to approve the ordinance on the first reading. The motion was seconded by Councilmember Tice and passed without opposition.

Councilmember Daniel motioned to suspend the rules of council to hold the second reading of the ordinance. The motion was seconded by Councilmember Hall and passed without opposition.

**Second Reading - Speed Zones Ordinance:** The Clerk of Council read for the second reading the heading of an ordinance to amend the Code of Ordinances for Garden City, Georgia, as amended, to amend Article I and Article II of Appendix B to the Code, which is incorporated into Section 78-3 for the purpose of reestablishing speed zones within the city.

Councilmember Daniel motioned to adopt the ordinance on the second reading. The motion was seconded by Councilmember Hall and passed without opposition.

**First Reading - Fire Protection Utility Enterprise Fund Ordinance:** The Clerk of Council read for the first reading the heading of an ordinance to amend Chapter 34, Article III, pertaining to the Fire Protection Enterprise Fund, for the Purpose of excluding emergency management services from its coverage and deleting any reference to the method for calculating fire protection fees which are addressed in Code Section 34-101.

Councilmember Hall motioned to approve the ordinance on the first reading. The motion was seconded by Councilmember Daniel and passed without opposition.

Councilmember Daniel motioned to suspend the rules of council to hold the second reading. The motion was seconded by Councilmember Hall and passed without opposition.

**Second Reading - Fire Protection Utility Enterprise Fund Ordinance:** The Clerk of Council read for the second reading the heading of an ordinance to amend Chapter 34, Article III, pertaining to the Fire Protection Enterprise Fund, for the Purpose of excluding emergency management services from its coverage and deleting any reference to the method for calculating fire protection fees which are addressed in Code Section 34-101.

Councilmember Tice motioned to adopt the ordinance on the second reading. The motion was seconded by Councilmember Daniel and passed without opposition.

**First Reading - Fire Protection Fee Ordinance:** The Clerk of Council read for the first reading the heading of an ordinance to amend Chapter 34 of the Code of Ordinances of the City of Garden City to provide for an article replacing the current Article IV pertaining to the establishment of the City's fire protection fee rate structure and billing rate; to provide for definitions; to provide for fire protection utility customer classes; to provide for fire protection fee charge rates; to provide for fire protection fee charge exemptions; to provide for fire protection fee charge credits; to provide for fire protection fee billing, delinquencies, collections, and adjustments; to provide for appeals; to provide an effective date; to provide for the repeal of conflicting ordinances; and for other purposes.

Councilmember Daniel motioned to approve the ordinance on the first reading. The motion was seconded by Councilmember Tice and passed without opposition.

Councilmember Daniel motioned to suspend the rules of council to hold the second reading. The motion was seconded by Councilmember Hall and passed without opposition.

**Second Reading - Fire Protection Fee Ordinance:** The Clerk of Council read for the second reading the heading of an ordinance to amend Chapter 34 of the Code of Ordinances of the City of Garden City to provide for an article replacing the current Article IV pertaining to the establishment of the City's fire protection fee rate structure and billing rate; to provide for definitions; to provide for fire protection utility customer classes; to provide for fire protection fee charge rates; to provide for fire protection fee charge exemptions; to provide for fire protection fee charge credits; to provide for fire protection fee billing, delinquencies, collections, and adjustments; to provide for appeals; to provide an effective date; to provide for the repeal of conflicting ordinances; and for other purposes.

Councilmember Hall motioned to adopt the ordinance on the second reading. The motion was seconded by Councilmember Daniel and passed without opposition.

**Resolution - Fire Rescue Automatic Aid Agreement:** The Clerk of Council read the heading of a resolution authorizing the Garden City Fire Rescue Department to enter an agreement and memorandum of understanding with the City of Port Wentworth Fire Rescue Department for automatic aid protocols for structure fire responses.

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

**Resolution - FY2023 Police Department Tasers:** The Clerk of Council read the heading of a resolution to accept the proposal from Axon Enterprises, Inc., to sell the City twenty-five (25) Taser 7 weapons together with the customary accessories at the total price of \$90,168.48, and to authorize the City Manager to sign a purchase agreement.

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

**Resolution - Rostan Solutions Agreement:** The Clerk of Council read the heading of a resolution to extend the master service agreement with Rostan Solutions, LLC, for debris monitoring and public assistance consulting services.

Councilmember Daniel motioned to adopt the resolution. The motion was seconded by Councilmember Hall and passed without opposition.

**Adjournment:** There being no other items to discuss, Mayor Campbell called for a motion to adjourn the meeting. Councilmember Hall motioned to adjourn the meeting at approximately 6:27 p.m. The motion was seconded by Councilmember Daniel and passed without opposition.

*Transcribed & submitted by: The Clerk of Council*  
*Accepted & approved by: The City Council 11/21/22*

**SYNOPSIS**  
**City Council Workshop**  
**Monday, November 14, 2022 – 2:00 p.m.**

**Call to Order:** Mayor Campbell called to order the meeting at approximately 2:00 p.m., and Councilmember Hall gave the invocation.

**Attendees**

**Council Members:** Mayor Bruce Campbell, Mayor Pro-tem Marcia Daniel, Councilmember Gwyn Hall, Councilmember Richard Lassiter, Councilmember Natalyn Morris (via zoom), Councilmember Debbie Ruiz, and Councilmember Kim Tice.

**Staff Members:** Scott Robider, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell Bowles, Finance Director/Clerk of Council; Cliff Davis, Public Works Director; Cliff Ducey, Recreation Director; Mike Dick, Fire Chief; Gil Ballard, Chief of Police; Yolanda Irizarry, HR Director; Chris Snider, Veronica Enoch, Executive Administrative Assistant. Absent: Jon Bayer, Water Operations Director.

**Cooper Center:** Barbara DeLoach and Carl Martin with EOA addressed the City Council on expanding their services at the Cooper Center. Ms. DeLoach provided an overview of the services that they have to offer. She stated that we have been in the Cooper Center for over 25 years with the Head Start program. She said that we would like to utilize the entire building. She said we would be responsible for the facility's repairs, utilities, maintenance, and upkeep.

Councilmember Lassiter inquired about what would happen if the community wanted to use the building. Ms. DeLoach said the City Manager shared that the City was building a new recreation facility. Councilmember Lassiter said I would like to speak to the community to see if they are on board.

After a brief discussion, the City Manager stated that the City Council would need time to discuss the offer.

**Zoning Ordinance Revisions:** Denise Grabowski, with Symbioscity gave an overview of the proposed revisions to the City's zoning ordinance. She said we are trying to clean up what is currently in place to provide consistency.

The City Manager stated that we would like to do most of the revisions before the moratorium expires and then consider doing other additional changes quarterly.

The City Manager stated that he would provide the City Council with a copy of the entire memorandum prepared by Denise regarding the proposed revisions.

**Vehicle Request for the Planning, Zoning, & Building Department:** The City Manager stated that the Planning, Zoning, & Building Department is currently using vehicles that the Police Department purchased in 2008. He said the Building Inspector currently uses a Ford Explorer with 169,000 miles. The car is failing, and due to age, we are requesting to replace the vehicle. He noted that most large project sites often require a truck with 4x4 capability due to weather conditions.

The Finance Director stated that this is an unbudgeted capital purchase, and funding would have to be allocated in the year-end budget amendment for the vehicle.

**Ethics Committee Appointment:** Councilmember Hall asked if we have to appoint someone this year. He stated that he gave the job description to someone he is considering nominating.

The City Attorney said that this appointment would replace Gwyn's seat on the Ethics Committee. He said that the ordinance requires that all the Committee members be Garden City residents. He said that the member serving on the Committee who is not a Garden City resident would need to come off the Committee. Then the two committee members, once the City Council appoints someone to fill Gwyn's seat, would need to appoint a resident of Garden City to fill the seat.

Councilmember Lassiter inquired how a member who was not a resident of the City was appointed.

Councilmember Morris said she nominated Pastor Eric Mason to serve on the Committee. The former Mayor talked to the two committee members, and they appointed him. She said that it doesn't seem to have been done ethically. She noted that we need to ensure that it is done ethically this time.

Councilmember Hall stated that we didn't know he wasn't a resident at the time of the appointment.

After a brief discussion, the City Council recommended tentatively placing the Ethics Committee appointment on the December 5<sup>th</sup> council agenda.

**Charter Amendment:** The City Manager stated that I was asked to get other city's charters. He said that our Charter, compared to the surrounding city's Charters, is very similar. He noted that Pooler and Tybee's Charters are exactly like ours. He said that some areas of Bloomingdale and Port Wentworth's Charters are slightly different from ours.

The City Attorney suggested that the City Council get a copy of the Charter, go through it, and list what they would like to see changed. He stated that the City's Charter was done by the Georgia Municipal Association's (GMA) checklist. He said that the City of Pooler and Tybee Charters were done the same way using GMA's checklist. They checked off the same boxes that we did on the list. He said that Bloomingdale and Port Wentworth used the same list, but they must have checked off some different boxes.

**City Council District Map:** The City Manager presented the new proposed Council District Map for the City Council's review and comment.

The City Attorney stated that the lady that drew the lines is willing to do a zoom call on why she drew the lines as she did. The City Manager said he would send out the information regarding the zoom call, which is set up for next Monday.

**Adjournment:** There being no other items to discuss, the Mayor and City Council adjourned the meeting at approximately 3:45 p.m.

*Transcribed & submitted by: The Clerk of Council*

*Accepted & approved by: The City Council 11/21/22*



Garden City Fire Marshal's Office  
100 Central Avenue  
Garden City, GA 31405



## REPORT TO MAYOR AND CITY COUNCIL

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**DATE: November 4, 2022**

**SUBJECT: *Fire Department October 2022 Report***

### **Report in Brief**

The Fire Department Monthly Status Report includes an extensive summary of the monthly activity of the divisions within the Department. This report also provides information regarding key items of interest and/ or activities throughout the month.

The operations detail contained in this report is for the month of October 2022, and all related information is current as of October 31, 2022.

Prepared by: Heather Bayer  
Title Fire Administrative Assistant

Reviewed by: Mike Dick  
Title Chief of Fire

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Scott Robider, City Manager

Attachment(s)



**Garden City Fire Marshal's Office**  
100 Central Avenue  
Garden City, GA 31405



## **Calls for Service in October 2022**

There was a total of 188 calls for service in the month of October 2022 for a total of 2,051 calls for service year to date.

### ***Current month's calls included:***

#### **Incident Type:**

Building fire	1	Good Intent	8
Fire in portable building, fixed location	1	False Alarm	11
Road freight or transport vehicle fire	2	Service Call	6
First Responder	147		
Vehicle Accident	12		

## **Department Activities/Events**

### **Department Training**

In October, fire personnel reported a total of 405.25 hours of training resulting in an average of 16.21 hours of training per Firefighter and a total of 3,760.16 for the year.

The EMT course is ongoing through October. Firefighters are continuing to work on their EMT certification. There are 10 Garden City participants and 3 from Port Wentworth.

Lieutenant promotions took place. There were 9 participating firefighters with 5 ultimately being promoted to Lieutenant. Firefighters had to first pass a written exam and then complete a testing center which is evaluated by a panel of 3 unaffiliated Fire Officers.

### **Department Activities**

The ISO audit was completed on October 13<sup>th</sup>. Results forthcoming.  
Applied for Georgia Forestry Grant and working on the AFG FEMA Grant.





**Garden City Fire Marshal's Office**  
100 Central Avenue  
Garden City, GA 31405



October is hose testing time, crews have been testing all the hose on the department, this will continue into November due to having thousands of feet of hose on each of the apparatus.

### **Community Relations**

October 9 – 15<sup>th</sup> was Fire Prevention Week. The theme was “FIRE WON’T WAIT, PLAN YOUR ESCAPE”. The Fire Marshal’s office was able to obtain the state’s fire safety trailer to demonstrate at various locations/schools throughout the city.

The Fire Department held a Smoke Alarm Blitz on Rossignol Hill to install smoke alarms for any homes that need them on October 15<sup>th</sup>.

The entire department completed Rail Car Incident Response for Crude, Ethanol & Other Flammable Liquids at Station 1 complimentary of The All Hazards Training Center.

### **Fire Marshal**

Month of October

The Fire Marshal’s Office focused on with ISO Evaluation for the department. National Fire Prevention Week was a success. Garden City Fire Department installed about 91 fire alarms for Rossignol Hill residents. GCFD also performed home safety inspections to recommend and educate the public on important safety tips. Garden City Fire Department and State Fire Marshal Office Fire Safety Trailer also visited Garden City Elementary, Groves High School, Savannah Christian Academy, three daycares, and Nassau Woods Mobile Home Community to educate the public on the importance of fire safety, walk through demonstration with the fire safety trailer.

The Fire Marshals Office has been working on various projects for the Fire Chief such as AFG FEMA Grant information and Inventory assets.

Here’s the break down by Inspection Type and the Plan Reviews by project:

Annual Inspection (initial inspection):	04
RE-Inspection:	21
Certificate of Occupancy:	02
Consultation Site Visit:	08
Fire Protection Equipment Inspection:	02
Pre-Plan	--



## Garden City Fire Marshal's Office

100 Central Avenue  
Garden City, GA 31405



Occupational Tax Certificate (new tenant): 08  
**Total number of Inspections: 44**

### Plan Review

20 Telfair Place Second Floor	4hrs
4835 Old Louisville Road	4hrs
443 Telfair Building Review	4hrs
2450 Dean Forest Road	6hrs
1514 Old Dean Forest	3hrs
Kelly Hill Road	3hrs
Kahn Damco Building 2 Fire Protection	4hrs

**Total: 28hrs**

### Revenue Collected:

**Total Fee Collected: \$28,200.00**

### Looking Ahead

- 3 of the newly promoted Lieutenants have been assigned as Training Officers for each shift, this will help our training issues by bringing it all together. They have been working with the Fire Chief and other departments in the area to build a training calendar for 2023.
- Assisting and attending state certified classes that are offered in surrounding municipalities.
- The Fire Marshals Office will be working on scheduling smoke alarm installation/Fire Blitz for the other areas of the city. We must secure more alarms and work on dates around the holidays.
- Pursuing various grants for department equipment.

## REPORT TO MAYOR AND CITY COUNCIL

## AGENDA ITEM

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**DATE: 11-15-2022**

**SUBJECT: POLICE DEPARTMENT MONTHLY STATUS REPORT**

### **Report in Brief**

The Police Department Monthly Status Report includes an extensive summary of the monthly activity of the divisions within the Department. This report also provides information regarding key items of interest and/or activities throughout the month.

The operations detail contained in this report is for the month of October 2022.

Prepared by: Jeri Varnum  
Title: Executive Assistant/Accreditation Manager

Reviewed by: Gilbert C. Ballard  
Title: Chief of Police

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Scott Robider, City Manager

Attachment(s)



# Police Department - October 2022 Status Report

## Calls for Service

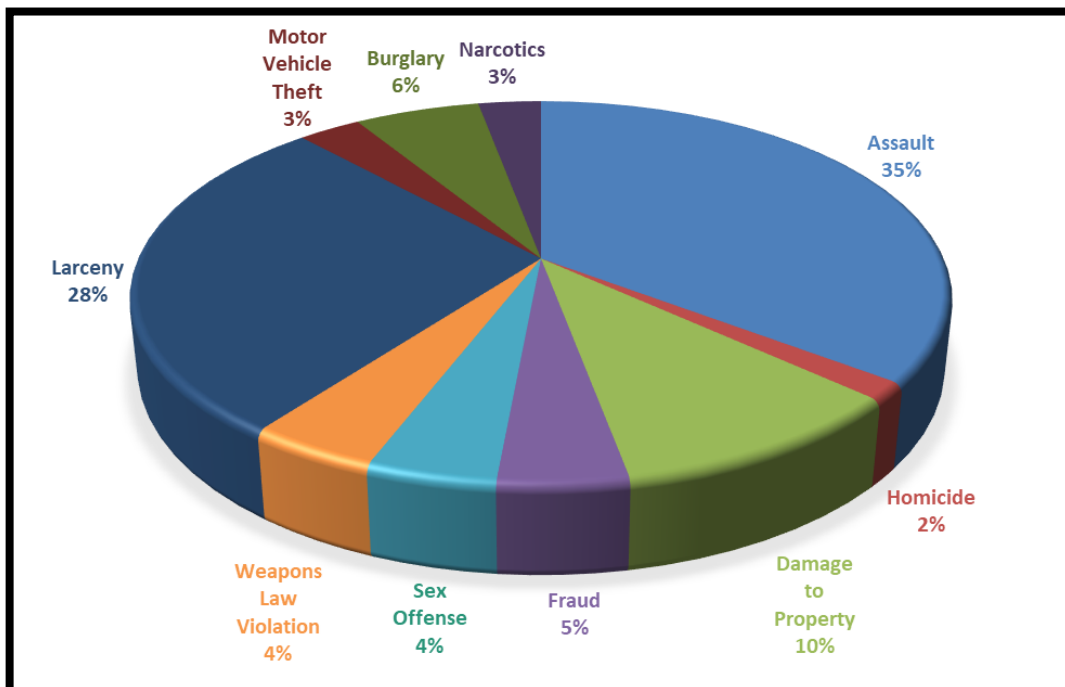
There was a total of 1,794 calls for service and self-initiated activity in the month of October 2022, for a total of 19,374 calls for service year to date.

## Adult & Juvenile Arrest/Charge Summary

Adult Arrests - 103      Juvenile Arrests - 0

### Offenses

Assault	24	Burglary	4
Damage to Property	7	Fraud	3
Larceny	19	Motor Vehicle Theft	2
Narcotics	2	Sex Offense	3
Weapons Violation	3	Homicide	1

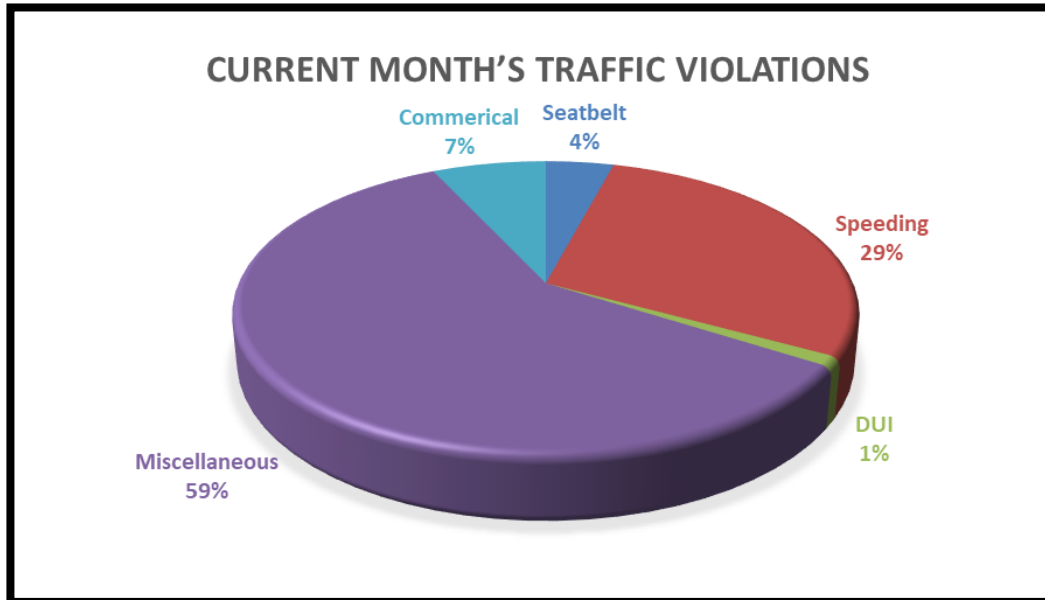


## Current Month's Top Criminal Violations by District

	Daniel District 1	Ruiz District 2	Morris District 3	Lassiter, Jr. District 4	Tice District 5
Assault	4	2	5	3	10
Burglary	1	0	2	0	1
Damage to Property	1	0	2	3	1
Fraud	1	0	1	1	0
Larceny	4	0	2	4	9
MV Theft	0	1	1	0	0
Narcotics	1	1	0	0	0
Sex Offense	0	0	2	1	0
Weapons Violation	1	0	0	1	1

**Traffic Violations** There was 1,269 traffic violations during October. A total of 14,689 traffic violations have been written for 2022.

<b><u>Traffic Violations Issued</u></b>	Speeding Violations	322	Fatalities	0
	Seat Belt Violations	50	Total Citations	1,126
	DUI Citations	12	Written Warnings	143
	Miscellaneous Citations	742	Commercial Vehicle Citations	77



<b><u>Accidents</u></b>	Total Accident Reports	64	
	Public Roadway Accidents	48	Private Property Accidents 16

**Open Records Requests** The Garden City Records Clerk received and processed 459 Open Records requests for October. A total of 4,593 Open Records Requests have been processed in 2022.

**Training** During the month of October, police personnel reported a total of 122 hours of training. Officers averaged 7 hours of training per officer. Some of the special training classes the officers attended during the month of October were: Criminal Investigation Fundamentals, Radar and Lidar.

#### **Items of Interest for October 2022**

- The Admin department held a scavenger hunt for local children to find painted pumpkins. The pumpkins were hid throughout the community. The children were very excited to come to City Hall and exchange their pumpkins for a goodie bag.
- The Garden City Police Department held their Faith in Blue event on October 10th at The Garden City Senior Citizens Center. Our Officers and chaplains shared a lunch with the community and seniors.
- The Police Department is partnering with Feed the Hungry through January 2023 to help feed those in need. There is a box in the lobby to collect canned and non-perishable food items.
- The Department had another successful "CHAT WITH A COP" on October 14th at the Post Office.
- A BIG thank you to Vulcan Materials Company for their generous donation and continued support with our outreach programs such as, Cops at bus stops and Chat with a Cop. They also provided an appreciation lunch for our officers. Their donations make a great impact to our community.
- Congratulations to Corporal Denis Reyes who was selected as Officer of the 3rd Quarter for 2022.
- On October 26th GCPD participated in the 200 Club Community Heroes Golf Tournament.

**REPORT TO MAYOR AND CITY COUNCIL**

**AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL      DATE: November 15, 2022**

**CT: Human Resources Department Report for October 2022**

**Report in Brief**

Attached is the Human Resources Department's Month-End Report for October.

Prepared by: Yolanda Irizarry

Title: Human Resources Director

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

Title \_\_\_\_\_

\_\_\_\_\_  
City Manager

**Garden City  
Human Resources Department  
October Month-End Report**

**Recruitment/Positions Filled**

In addition to the continuous recruitment of Police Officers/Police Officer Recruits and Firefighters, the City has job opportunities for a Building Inspector, 1 Code Enforcement Officer, 1 Public Works Technician, and a Water and Sewer Repair Technician.

**New Hires**

The City welcomed two (2) new hires during the month of October: one individual was hired as Business License Specialist, and the other individual was hired as Parks and Recreation Technician.

**Promotions/Milestones**

There were four (4) promotions during the month of October: the four individuals were promoted to Fire Lieutenants.

**Employment Terminations**

There was no separation from employment during the month of October.

**City Employment**

The City ended the month of October with 105 full-time employees.



## Additional Personnel Information Including Part-Time Employees

This report normally covers the count for full- and part-time employees. In view of the current COVID-19 pandemic, included in the count below for City employees is part-time regularly scheduled, temporary, part-time, casual/summer help (persons that have other employment and work as needed), along with full-time employees.

October	
FULL-TIME ONLY:	105
CONTRACTOR/TEMP:	0
PART-TIME/SEASONAL:	8
PART-TIME/CASUAL:	9

## Employee Turnover Data Per Month

Month	Percent
January	5%
February	4%
March	3%
April	2%
May	2%
June	1%
July	1%
August	0%
September	1.9%
October	0%
November	
December	

**Garden City Personnel Data  
New Hires – 2022**

Job Title	Hire Date
Chief of Fire	1/1/2022
Police Officer	1/18/2022
Firefighter	1/24/2022
Firefighter	1/31/2022
Deputy Clerk of Municipal Court	1/31/2022
Human Resources Director	2/14/2022
Firefighter	2/19/2022
GCIC Records Clerk	2/28/2022
Firefighter	3/12/2022
Firefighter	3/15/2022
Police Officer (3)	3/28/2022
Senior Center Assistant Manager(PT)	3/28/2022
Parks and Recreation Technician	4/25/2022
IT Technician	4/25/2022
Human Resources Generalist/Executive Assistant	5/16/2022
Parks and Recreation Technician	6/7/2022
Firefighter	6/21/2022
Police Officer Recruit (3)	6/27/2022
IT Technician	7/18/2022
Firefighter (PT)	8/05/2022
Utility Services Technician	8/22/2022
Firefighter	9/02/2022
Business License Specialist	10/03/2022
Parks and Recreation Technician	10/13/2022

**REPORT TO MAYOR AND CITY COUNCIL**

**AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**  
**SUBJECT: *Technology Department Report for June***

**DATE: 11/16/22**

**Report in Brief**

The Technology and Building Department Monthly Status Report includes a wide variety of information to inform the public and the City Council better.

Prepared by: Chris Snider  
Title                      System Administrator

Attachment(s)

## **Technology Report**

- Completed upgrades to the Watchguard system
- 2 New Desktop computers and three new laptops
- The city website upgrade is ongoing
- Work Completed on Garden City, my civic app, Testing phase

## **Building Maintenance**

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## REPORT TO MAYOR AND CITY COUNCIL

## AGENDA ITEM

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**DATE:** 11/07/2022

**SUBJECT: *Public Works & Water Operations Monthly Status Report***

### **Report in Brief**

The Public Works & Water Operations Departments Monthly Status Report includes an extensive summary of the monthly activity of all divisions within the Department. This report also provides information regarding key projects and/or activities throughout the month.

The operations detail contained in this report is for the month of October and all project related information is current as of 10/31/2022.

Prepared by: Lynnette S. Hymes  
Title Executive Administrative Assistant

Reviewed by: Jon Bayer  
Title Public Works Director

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C. Scott Robider, City Manager

Attachment(s)

Department of Public Works



## Public Works Department Monthly Status Report Summary – October 2022

### Operations & Maintenance:

Public Works personnel completed 18 **Resident Requests**, and 232 **Work Orders** for the month of October.

**Resident Request** – Every time a request for Public Works service is made by phone call, written request, email request, or an actual one-on-one request to a PW employee, a “**Resident Request**” is generated. This builds a computerized record of all requests made.

**Work Order** – A “**work order**” is created each time a work crew or individual is assigned a task either because of service requests, pre-planned maintenance projects, or by other situations as they arise. This produces a database of work accomplished and the time and materials it took to do the work.

#### Storm Drainage:

- Ditch/Canal Maintenance: Dug – 6,580 ft., Cut – 1,353 Ft.

#### Streets:

- Street Repairs - No services this month.
- Street Sweeper Mileage – 20.31 miles
- Signs: Multiple Knockdowns/replacements - 4 Total

#### Mixed Dry Trash Collection by City and Disposal:

- 0.00

Trees: Location: 312 Big Hill Road - Trim area between residential house and lift station. Total \$1,800.00.



## **Water Operations & Maintenance:**

101 Service Orders, 38 Work Orders

31.5 Million Gallons of Drinking Water for the Month of October 2022

**Hydrant Services:** 26

**Water Line Services:** 14

**Located Services:** 142

### **Utility Services:**

- Meter Services: 29
- Connects: 56
- Disconnects: 60
- Delinquent Disconnects: 100

\* Maintenance Services consist of repairs made for leaks at the meter, register repairs, box or lid replacements, as well as, requested cleaning services for apartments.

## **Sewer Operations and Maintenance:**

- Gravity Main/Manhole Services: 46
- Lateral/Blockage Services: 19
- Sanitary Sewer Overflow Event: 0

## **Wastewater Treatment Plant and Water System**

### **EXECUTIVE SUMMARY**

- The treatment plant received a total of 0.9 inches of rain during the month and treated 33.1 million gallons.
- The max EFF daily flow for the treatment plant was 1.33 MGD recorded on October 20, 2022.
- The water system withdrew a total of 31.5 MG from well facilities and purchased 0.82 MG from the Savannah Southbridge System (Town Center Water System)
- Monthly drinking water bacteriological sampling completed = passed
- Monthly water and wastewater reporting submitted to State = no violations



**REPORT TO MAYOR AND CITY COUNCIL**

**AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**DATE:** November 8, 2022

**SUBJECT:** *Planning and Economic Development Permitting and Inspections Monthly Status Report*

**Report in Brief**

The Department of Planning and Economic Development Monthly Status Report includes a summary of the monthly activities and projects of permitting and inspections within the department. This report also provides information regarding key items of interest and/or activities throughout the month.

The operations detail contained in this report is for October 2022 and all related information is current as of November 1, 2022.

Prepared by: Tonya Roper

Title                      Staff

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

Title                      \_\_\_\_\_

\_\_\_\_\_  
Scott Robider; City Manager

**Attachment(s)**

- Code Enforcement
- CRS Activity 510

## Planning and Economic Development Department

### Status Report

#### Summary – October 2022

### Permits

There were 31 permits issued during October 2022. *They included:*

#### **New Construction Building Permits**

- Please see attached sheet for listing of permits

#### **Renovation/Expansion Building Permits**

- Please see attached sheet for listing of permits

#### **Miscellaneous Permits**

- Please see attached sheet for listing of permits

*The graph below is a visual summary of the permits issued.*



	Number of Permits
2021 Year End	466
Jan-22	38
Feb-22	55
Mar-22	48
Apr-22	39
May-22	43
Jun-22	43
Jul-22	59
Aug-22	37
Sep-22	28
Oct-22	31
Nov-22	
Dec-22	
2022 YTD	421

### **Inspections**

Inspections scheduled included:

- 25 Business License
- 48 Mechanical/Electrical/Plumbing
- 26 Building
- 10 Site (Property/Development/Preliminary/Demolition)

### **Code Enforcement Activity**

- 40 Courtesy Notice of Violations Issued
- 00 Signs
- 00 Sanitation Citations (Enforcement Ceased per CM)
- 58 Re-Inspections
- 37 Cases Closed (Compliance or Dismissed)
- 45 Vehicles Tagged Derelict or tagged for tow
- 04 Vehicles Towed
- 21 Vehicles Move by Owner or brought into compliance
- 02 Court Citations
- 06 Miscellaneous Inspections (Checking zoning, business license, permits)
- 03 Housing codes
- 00 Cease and Desist orders obtained
- 00 Warrants and Court Orders obtained
- 03 Properties that the City worked on (including cutting, cleaning, securing) and billed
- 00 Code Enforcement condemnations (placards posted – including unfit, unsecure, unsafe)
- 00 Stormwater Inspections
- 02 Stop Work Order Issues

## New Business Licenses Issued

**October 2022**

Name	Address	Business Type
Jake Manning Transportation< LLC	4019 Augusta Road	Logistics
Franklin Tree Services, LLC	133 Village Drive	Tree Services
Steamline Dry Cleaners, Inc.	4324 Augusta Road	Dry Cleaning
Mavis Tire	5410 Augusta Road	Tire and Lube Wholesalers
Barsan Global Logistics	402 Telfair Road	Transportation / Logistics
C6 Transportation, LLC	1335 Lynah Avenue	Freight Transportation Arrangement
Smoke and Vape City #3	109 Minus Avenue #C2	Tobacco Stores
Luxor Staffing, Inc.	5204 Augusta Road	Employment Placement Agencies
Grace Autism Services, Inc.	1481 Dean Forest Road Bldg. 100	Offices of Mental Health Practitioners
A & A Accessories Boutique, Inc.	109 Minus Avenue C-6	Women's Clothing Stores
Lowcountry Granite	1448 Dean Forest Road	Stone Manufacturing

# Memorandum

To: Scott Robider  
From: Jonathan Trego/Benji Selph – Code Enforcement Division  
Date: November 8, 2022  
Re: Council Report

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The Code Enforcement Unit activity report for the month of September is as follows:

Signs- 00

Sanitation Citations- (Sanitation Enforcement to Cease until further notice per CM)

Courtesy Notices and Violation Notices- 40

Re-inspections- 58

Cases Closed (Compliance or dismissed)- 37

Vehicles Tagged Derelict or tagged for tow- 45

Vehicles Towed-04

Vehicles MBO or brought into compliance- 21

Court Citations- 02

Misc. Inspections (including zoning insps., tax cert checks, permit checks, routine insps.)- 06

Housing Codes- 03

Cease and Desist Orders obtained: 00

Warrants and other Court Orders obtained: 00

Properties that the City worked on (including cutting, cleaning, securing) and billed- 03

CE Condemnations (Placards posted- including for unfit, unsecure, unsafe): 00

Stormwater Inspections (EPD): 00

Stop Work Orders Issued: 02



Table 3.4 - Mitigation Action Plan, Garden City

Action #	Action Description	Hazard(s) Addressed	Goal & Objective	Priority	Lead Agency / Department	Potential Funding Source	Implementation Timeline	2020 Status	2020 Implementation Status Comments
Prevention									
P-1	Revise and adopt Garden City Local Design Manual and flood damage prevention ordinance to higher regulatory and design standards.	Flood	3.1	High	Planning and Zoning Dept.	Local Funds	2021	Carry Forward	Amendment completed 2022
Property Protection									
PP-1	Harden roof, windows, doors and rooftop units for critical facilities	All	1.1	Moderate	Administration	HMGP; BRIC	2022	Carry Forward	Completed 2022
PP-2	Relocate Fire Station 1 located at 116 Main Street out of susceptible flooding area.	Flood	1.1 & 3.1	High	City Administration	Federal grants	2024	Carry Forward	Completed. Station has been remodeled in 2017
PP-3	Upsize, install and/or raise generator at various critical facilities in the City	All	1.1	High	Water/Sewer	HMGP	2022	Carry Forward	Completed 2021
PP-4	Raise lift stations out of floodplain	Flood	1.1	High	Water/Sewer	HMGP	2022	Carry Forward	Completed 2022
PP-5	Purchase and install bypass pumps	Flood, Hurricane	1.1	Moderate	Public Works	Local Funds	2022	New	Completed 2022
PP-6	Anchor HVAC units and Storage Tanks	All	1.1	Moderate	Public Works	Local Funds	2021	New	Completed 2021
PP-7	Acquire or elevate properties prone to flooding	Flood, Hurricane	1.2 & 3.1	Moderate	Public Works	Local Funds, State grants, HMGP	2025	New	In process to be completed 2025
PP-8	Elevate or dry floodproof components or systems vulnerable to flood damage	Flood, Hurricane	1.1	High	Public Works	Local, State grants, HMGP	2020	New	Completed 2020. Elevated utilities and generators at facilities.
PP-9	Install sewer access covers for instances where elevation is not feasible or practical	Flood, Hurricane	1.1	Moderate	Water/Sewer	Local Funds	2022	New	Completed 2022
PP-10	Seal exposed portions of well systems or raise the elevation of the well head to prevent infiltration of flood waters	Flood, Hurricane	1.1	Moderate	Water/Sewer	Local Funds, State grants, HMGP	2022	New	In process to be completed 2022
Structural Projects									
SP-1	Construct and/or improve drainage systems to alleviate drainage issues.	Flood, Hurricane	3.1	Moderate	Public Works	General fund, grants	2021	Carry Forward	Completed yearly 2020/2021. Applied for FEMA HMGP to address Telfair and Chatham Parkway drainage basin. Pending approval.
SP-2	Raise all manholes city-wide within the 100-year floodplain	Flood	1.1	High	Public Works	HMGP	2022	Carry Forward	In process, possible submission for grant.
Emergency Services									
ES-1	Generators for critical facilities	All	1.1	Moderate	City Administration	HMGP, General Fund	2021	New	Completed 2021
ES-2	Portable generators for critical facilities	All	1.1	Moderate	City Administration	HMGP, General Fund	2021	New	Completed 2021
ES-3	Purchase and install generator quick connects and transfer switches for critical facilities	All	1.1	Moderate	City Administration	HMGP, General Fund	2021	New	Completed 2021
ES-4	Conduct hazardous materials training, response and recovery exercises	All	4.1	Moderate	City Administration	General Fund	2020	New	Code Enforcement completed 2022. Completed by Fire Department yearly
Public Education and Awareness									
PEA-1	Increase public education and awareness utilizing an all-hazards approach in the City via various outreach methods (print, tv, radio, social media, etc.)	All	2.2	High	City Administration	Local Funds	2020	Carry Forward	Completed yearly
PEA-2	Host/support a hazardous materials clean-up day to appropriately dispose of dangerous household chemicals	Hazardous Materials Incident	2.1	Moderate	City Administration	Local Funds, Grants	2021	New	In process for 2022
PEA-3	Provide outreach to vulnerable populations via various outreach methods (print, tv, radio, social media, etc.)	All	2.2	High	City Administration	Local Funds	2020	New	Completed yearly

## REPORT TO MAYOR AND CITY COUNCIL

### *Parks & Recreation 2022 October Report*



*Garden City Parks & Rec  
Maintenance Crew cleaning and  
doing maintenance on the Garden  
City Volunteer Park Fountain*

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**    **DATE:** November 16<sup>th</sup> 2022

**SUBJECT: *Parks & Recreation 2022 October Report***

#### **Report in Brief**

The Parks & Recreation Monthly Status Report includes a summary of the monthly activities and projects of all divisions within the Department.

The operations detail contained in this report is for the Month of October 2022 and all related information is current as of November 15, 2022.

### **Parks & Recreation Department Status Report Summary - October 2022**

#### **Adult Programs Senior Center**



*Garden City Senior Citizens enjoying the  
Senior Center. ( Card Sharks ).*

- We served 806 meals in October, averaging 40 seniors a day.
- In October our seniors enjoyed shopping and lunch day trips to Hilton Head.
- All the usual activities with games, bingo, Devotion Time, group exercise, line dancing and Game Night are on the calendar.
- We are still taking signups for Seniors for our trip to Pigeon Forge in November.

#### **Sports Programs/Activities**

During the month of October, 198 Youths participated in Garden City's Parks and Rec Youth Programs.

## REPORT TO MAYOR AND CITY COUNCIL

- Upcoming Sports Programs/Events .... **Garden City Youth Basketball (sign-ups underway for more Info call 912-966-7788**

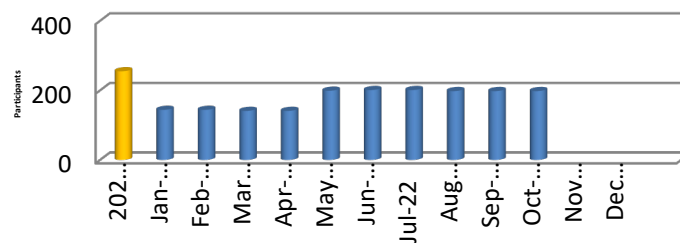


**Garden City Eagles 8 & under football.**

Garden City Parks & Rec Youth Football league records so far:

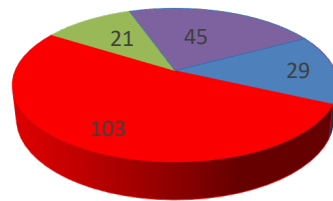
- **6u 6-2,**
- **8u 7-2**
- **10u 6-2**
- **12u 2-6**

### Recreation Programs/Activities Participation Summary October 2022



*The graphs are visual summaries of the number of participants in Garden City's Recreation*

### October Participation



■ Open Gym
 ■ Y Tackle Football
 ■ Gymnastics
 ■ Basketball

Prepared by: Cliff Ducey  
 Title: Parks & Recreation Director

ORDINANCE NO. 2022-

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND MAP OF GARDEN CITY, GEORGIA, AS AMENDED, TO REZONE CERTAIN PROPERTY OWNED BY PRISM HOSPITALITY, LLC, LOCATED AT 174 MINUS AVENUE IN GARDEN CITY, GEORGIA (CHATHAM COUNTY TAX PARCEL NUMBERS 60015 00719, 60015 07020, AND 60015 07021), FROM ITS PRESENT ZONING CLASSIFICATION OF "C-2A" TO A MIXED USE ("M") 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 amended so that the following described property presently owned by Prism Hospitality, LLC, located at 174 Minus Avenue in Garden City, Georgia, is rezoned from its present "C-2A" zoning classification to a zoning classification of Mixed Use ("M"):

All those certain lots, tracts parcels of land situate, lying and being in the City of Garden City, Chatham County, Georgia, known as the northern portion of Lot 1, the northern portion of Lot 2, and the northern portion of Lot 3, on that certain plat entitled "Boundary Plat of 4.12 Acres, Six Portions of Lot 1, Lamar Subdivision", prepared by Thomas & Hutton Engineering, dated June 7, 2011, and recorded in Plat Record Book 46-P, Page 8, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

Chatham County, Georgia, Property Identification Numbers 60015 07019, 60015 07020, and 60015 07021.

Property Address: 174 Minus Avenue, 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 \_\_\_\_\_ day of November, 2022.

---

RHONDA FERRELL-BOWLES,  
Clerk of Council

RECEIVED AND APPROVED this the \_\_\_\_\_ day of November, 2022.

---

BRUCE CAMPBELL, Mayor

Read first time:

Read Second time and approved:

## **RESOLUTION**

### **A RESOLUTION TO ADOPT THE FIRE PROTECTION SERVICE FEE RATE SO AS TO PROVIDE SUFFICIENT FUNDS TO IMPLEMENT AND PROVIDE FIRE SERVICES TO THE SERVICE AREA OF THE CITY OF GARDEN CITY FIRE DEPARTMENT**

**BE IT RESOLVED**, by the Mayor and City County of Garden City, Georgia:

**WHEREAS**, the City has performed an analysis which properly assesses and defines the City's fire protection needs, goals, priorities as well as the funding strategy; and,

**WHEREAS**, the Mayor and City Council of Garden City adopted an ordinance on November 15, 2010, authorizing the formation of a Fire Protection Service Utility, and also adopted a Fire Protection Fee Rate Ordinance on the same date; and,

**WHEREAS**, Section 34-104 of the Fire Protection Fee Rate Ordinance provides that Fire Protection fee charge rates shall be set and may be modified from time to time by the governing body of the City and that in setting or modifying such rates, it shall be the goal of the City to establish rates that are fair, equitable and reasonable and, together with other funding sources available to the Garden City Fire Protection Utility for services, systems, and/or facilities related to fire protection services, are sufficient to support the cost of the GCFD, including, but not limited to, the payment of principal and interest on debt obligation, lease payments, operating expenses, capital outlays, non-operating expenses, provisions for prudent reserves and other costs as deemed appropriate by the City; and,

**WHEREAS**, on November 7, 2022, Mayor and Council amended its Fire Protection Fee Rate Ordinance to change the basis for calculating fire protection fee charges from the number of residential equivalent units ("REU's") associated with a property to parcel acreage, building square footage, and customer class; and,

**WHEREAS**, it is presently necessary for Mayor and Council to establish new billing rates for fire protection fees in accordance with the procedures, requirements, and restrictions established in the amended Fire Protection Fee Rate Ordinance and the existing Fire Protection Utility Enterprise Fund Ordinance as amended (City Code section 34-71 et seq.); and,

**WHEREAS**, the fee schedule set forth in Attachment A appropriately imposes billing rates fire protection service fees in accordance with the current provisions of the Fire Protection Utility Ordinance and Fire Protection Fee Rate Ordinance, said billing rates resulting in charges which are fair, equitable, and reasonable and, together with other funding sources for fire protection services, sufficient to support the cost of the City's Fire Department; and,

**WHEREAS**, it is necessary to establish the fee schedule set forth in Attachment A for funding fire protection services within the City of Garden City;



**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and City Council, in regular session assembled, that the fee schedule included in Attachment A for the collection of fire protection fees within the City is hereby adopted to be effective January 1, 2023.

**BE IT FURTHER RESOLVED THAT** the fee schedule attached hereto as Attachment A be placed on file in the Office of the City's Clerk of Council.

**ADOPTED AND APPROVED this \_\_\_\_ day of November, 2022.**

\_\_\_\_\_  
Rhonda Ferrell-Bowles  
Clerk of Council

**RECEIVED AND APPROVED this this \_\_\_\_ day of November, 2022.**

\_\_\_\_\_  
Bruce Campbell, Mayor

**ATTACHMENT A**  
**GARDEN CITY FIRE PROTECTION SERVICE FEE SCHEDULE**  
Effective January 1, 2023

**Wildfire Charge:**

- Applies to all parcels with the Fire Service District
- \$90.00 per year, per acre of land
  - Minimum charge is \$90.00 per year, per parcel
  - Maximum charge is \$500.00 per year, per parcel

**Structure Charge:**

- Applies to all structures with the Fire Service District
- \$0.10 per year, per square foot of building space
  - Single Family Residential customers
    - Minimum charge per parcel is \$50.00
    - Maximum charge per parcel is \$150.00
  - Non-Single-Family Residential customers
    - Minimum charge per parcel is \$100.00
    - Maximum charge per parcel is \$3,000.00
- Square footage of structures is established by the Chatham County Tax Commissioner or other County databases, as available.

**Total Fire Protection Fee:**

- Total fire protection fee per parcel is equal to the sum of the wildfire charge plus the structure charge (if applicable).



# FY2023 Regulatory Fees Schedule

Adopted by the City Council on November 21, 2022  
Effective January 1, 2023

## BASIC FEES

Description	Rate	Fee
Planning Commission	Flat (initial & one follow up, if necessary)	\$850.00
	Flat (each additional over two)	\$250.00
Board of Appeals	Flat (initial & one follow up, if necessary)	\$650.00
	Flat (each additional over two)	\$125.00
Minor Subdivision	Flat	\$800.00

## BUILDING & LAND DISTURBANCE PERMIT

NOTE: Fees are based on the City performing up to two (2) reviews on all development plan submittals. After the 2<sup>nd</sup> review, and for all subsequent reviews, the applicant will be responsible for a flat fee of \$650 per additional review. The applicant must pay an initial fee of \$400 per each civil and building plan submittal (\$800 total) to commence the review process. The balance owed for any third-party reviews after the 2<sup>nd</sup> review must be paid by the applicant prior to the issuance to any City permits. An administrative Fee of \$25.00 will be charged for all applications and plans submitted to the Planning Department.

Description	Rate	Fee
Storage/Accessory Buildings with Electricity and/or Plumbing	per square foot	\$0.45
Storage/Accessory Buildings without Electricity and/or Plumbing	per square foot	\$0.40
All Other Structures	per square foot	\$0.40
Land Disturbance (under 1-acre total disturbance)	Flat	\$850.00
LDA Permit (over 1-acre total disturbance)	per acre	\$2,250.00
<i>per square foot</i>	<b>Climate Controlled</b>	<b>Non-Climate Controlled</b>
Single Family	\$0.35	\$0.25
Multi-Family Dwelling	\$0.45	\$0.35
Manufactured Home	\$0.65	\$0.60
Commercial/Industrial	\$0.85	\$0.80
Addition (Residential & Commercial)	\$0.45	\$0.40
Renovation (Industrial & Commercial)	\$0.75	\$0.70

## OTHER PERMIT

Description	Rate	Fee
Temporary Office (valid for 3 months)	per square foot	\$19.50
Cell Tower	Flat	\$15,500.00
Co-located Antenna Modification	Flat	\$9,500.00
Fence	Flat (per acre))	\$150.00
Demolition	Flat (per lot)	\$650.00
Temporary Sign (valid for 30 days)	Flat	\$150.00
Well	Flat	\$650.00
Move a Structure into or Through Garden City	Flat	\$2,500.00
Manufactured Home Move into Garden City (\$500 Non-Refundable Preliminary Inspection Fee plus \$1,000 permit/inspection fee as part of the flat total fee)	Flat (Fee applies to all Mobile Homes moved into the City)	\$4,500.00
Encroachment Permit	Flat	\$800.00

Regulator Fees Schedule (continued)

Roadway Improvements <i>(Road as only structure)</i>	per square foot	\$24.50
Directional Bore/Open Ditch Method 0-20 ft. 20-50 ft. Over 50 ft.	Flat Permit Fee Must be Paid Prior to Work Commencing	\$12,500.00 \$15,500.00 \$18,500.00
Commercial Vehicle Mobilization Fee <i>(Code Enforcement)</i>	Flat	\$5,500.00
Re-Approval of Expired Permit <i>(Within 30 days of original permit expiration)</i>	Flat	\$450.00
Zoning Certification Letter	Flat	\$950.00
Zoning Verification Form	Flat	\$75.00
Stormwater User Fee Credit Application Review Fee	Flat	\$950.00
Foreclosed & Vacant Property Registration Fee (when activated)	Flat	\$125.00
Chassis/Trailer/Storage Yard/Truck/Container Yard/Trucking Terminal	Per Acre	\$6,500 per acre
Code Violation Re-inspection Fee (after 2 inspections)	\$100.00 Flat	
House & Principal Building Address Number Violation Fine	Per Day	\$10.00
Trash Cart / Recycling Violations	Per Day	\$25.00
Stop Work Order – All Departments	Per Notice	\$950.00
Code Enforcement Towing Release Fee – Standard Vehicles	Flat	\$75.00
Code Enforcement Towing Release Fee-Commercial Vehicles	Flat	\$500.00
Upcharge Fee on all Third-Party Services or City Performed Specialty Work	Variable	Cost + 40%(max)
3 <sup>rd</sup> and subsequent Plan Review Fee (per project)	Flat	\$650.00
Permanent Sign Electrical Signs require an electrical permit Square Footage fee includes three (3) inspections	Per Sq Foot Fee	\$7.50

Regulator Fees Schedule (continued)

INSPECTION

NOTE: Projects requiring more than the minimum number of inspections will be charged at the one-time rate for each additional inspection. All commercial/Industrial properties are required to have an annual inspection billed as described herein.

PLUMBING

Description	Rate	Fee
Residential ( <i>one time</i> ) including renovations & re-inspections	Flat	\$150.00
Commercial and Industrial ( <i>one time</i> ) including renovations & re-inspections	Flat	\$650.00
Residential ( <i>minimum 3 inspections</i> ) * new construction & additions	Flat	\$125.00 each, total \$375.00
Commercial and Industrial ( <i>minimum 5 inspections</i> ) * new construction & additions	Flat	\$225.00 each, total \$1,125.00

ELECTRICAL

Description	Rate	Fee
Residential ( <i>one time</i> ) including renovations & re-inspections	Flat	\$150.00
Commercial and Industrial ( <i>one time</i> ) including renovations & re-inspections	Flat	\$650.00
Residential ( <i>minimum 3 inspections</i> ) * new construction & additions	Flat	\$125.00 each, total \$375.00
Commercial and Industrial ( <i>minimum 5 inspections</i> ) * new construction & additions	Flat	\$225.00 each, total \$1,125.00

BUILDING

Description	Rate	Fee
Residential ( <i>one time</i> ) including renovations & re-inspections	Flat	\$150.00
Commercial and Industrial ( <i>one time</i> ) including renovations & re-inspections	Flat	\$650.00
Residential ( <i>minimum 5 inspections</i> ) * new construction & additions (slab)	Flat	\$150.00 each, total \$750.00
Residential ( <i>minimum 6 inspections</i> ) * new construction & additions (stem wall)	Flat	\$150.00 each, total \$900.00
Commercial and Industrial ( <i>minimum 4 inspections</i> ) * new construction & additions	Flat	\$450.00 each, total \$1800.00
Building Inspector Plan Review	Flat ( <i>residential</i> )	\$200.00
	Flat ( <i>commercial &amp; industrial</i> )	\$850.00
HVAC	Flat ( <i>per visit</i> )	\$150.00
Gas Meter	Flat ( <i>per lot</i> )	\$150.00
Sprinkler	Flat ( <i>building &lt; 50,000 sq. ft.</i> )	\$150.00
	Flat ( <i>building &gt; 50,000 sq. ft.</i> )	\$550.00
Life Safety Inspection	Flat ( <i>per visit</i> )	\$150.00
Fire Inspection	Flat ( <i>initial visit &amp; one follow up</i> )	\$75.00
	Flat ( <i>additional after two failures</i> )	\$95.00
Code Violation Re-inspection Fee (after 2 inspections)	Flat	\$100.00
House & Principal Building Address Number Violation Fine	Per Day	\$10.00
Trash Cart / Recycling Violations	Per Day	\$25.00
Stop Work Order – All Departments	Per Notice	\$500.00

**BUILDING & INSPECTION FEES  
PER CHAPTER 18; SECTION 18-85**

Description	Rate	Fee
Federally Funded Residential Projects	Reduction of Building & Inspection Fees	10% Reduction in Fees <i>(Calculation Formula: Standard Fee Amount x 10% = Reduced Rate)</i>
Hotel & Hospitality Industry Projects	Reduction of Building & Inspection Fees <i>(Based on Residential Project Rate Reduction Formula Above)</i>	5% Reduction in Fees <i>(Calculation Formula: Standard Fee Amount x 5% = Reduced Rate)</i>

**TREE REMOVAL**

*\* Refer to the City’s Tree Protection & Landscape Ordinance for more information regarding tree protection, removal & replacement*

Description	Rate	Fee
Over five trees under 8" diameter <i>(total disturbance under 1 acre)</i>	Flat	\$350.00
Any one non-specimen tree over 8" diameter	per tree	\$450.00
Over 1-acre total disturbance <i>(clearing)</i> (in addition to required LDA Permit)	per acre	\$650.00
Specimen Tree Removal	per unit <i>(see chart below)</i>	\$550.00

**SPECIMEN TREE DIAMETER UNIT CONVERSION  
CHART**

Tree Diameter	Unit Value
8"	1.0
10"	1.4
12"	1.9
14"	2.3
16"	2.7
18"	3.1
20"	3.6
22"	4.0
24"	4.4
26"	4.8
28"	5.3
30"	5.7
32"	6.1
34"	6.5
36"	7.0
38"	7.4
40"	7.8
42"	8.2
44"	8.7
46"	9.1
48"	9.5
50"+	10.0
<i>*Round odd numbers up to the nearest even number</i>	



# Utility Fees Schedule

Adopted by the City Council on November 21, 2022  
Effective January 1, 2023

## UTILITY TAP-IN

### WATER TAP-IN

Description	Rate	Fee
5/8 inch-2-inch water tap	Tap-In Fee (per REU) Inside City Limits	\$500.00
	Tap-In Fee (per REU) Outside City Limits	\$750.00
	Labor Fee (installed by the City)	\$800.00
	Labor Fee (installed by plumber)	\$250.00
4 inch-12-inch water tap	Tap-In Fee (per REU) Inside City Limits	\$700.00
	Tap-In Fee (per REU) Outside City Limits	\$950.00
	Labor Fee (installed by the City)	City does not install
	Labor Fee (installed by plumber)	\$350.00

\* Note: Setup charge and deposit required for all new accounts. Meter cost for potable water and fire lines, as well as, backflows, meter boxes and any additional equipment needed for installation are not covered under labor fees listed in the table above. Please call the Utilities Department for current pricing.

### SEWER TAP-IN

Description	Rate	Fee
4 inch-10-inch sewer tap	Tap-In Fee (per REU) Inside City Limits	\$750.00
	Tap-In Fee (per REU) Outside City Limits	\$975.00
	Labor Fee (installed by the City)	\$2,200.00
	Labor Fee (installed by plumber)	\$950.00

### WATER & SEWER TAP-IN FEES PER CHAPTER 18; SECTION 18-85

Description	Rate	Fee
Federally Funded Residential Projects	Flat Tap-In Fee (per REU) Inside City Limits	10% Reduction in Fees (Calculation Formula: Standard Fee Amount x 10% = Reduced Rate)
Hotel & Hospitality Industry Projects	Percentage Reduction of Tap-In Fee (per REU) Inside City Limits (Based on Residential Rate Reduction Formula Above)	5% Reduction in Fees (Calculation Formula: Standard Fee Amount x 5% = Reduced Rate)

## LABOR AND INSTALLATION

Description	Rate	Fee
Labor (Includes City Truck)	per hour	\$125.00
Backhoe	per hour	\$300.00
Small Track-hoe	per hour	\$200.00
Trencher	per hour	\$90.00
Dewatering Pump	per hour	\$75.00
Air Compressor	per hour	\$65.00
Tap Water Main	per hour	\$125.00
Sewer Jet Machine	per hour (minimum of 2 hours)	\$550.00
Residential Sewer Cleanout Installation	per event	\$1,250.00
Nonresidential Sewer Cleanout Installation	Contact Water Department for a quote	TBD

\* Hourly charges shall include all travel time for staff. Work performed outside regular business hours at the request of the customer shall be charged at 175% times the normal rates. Miscellaneous charges shall include actual charges for equipment rented to perform the work. The above rates shall be used to calculate charges when City staff or equipment is used on private facilities.



UTILITY RATES

WATER RATES

Base Charge per (REU Inside the City) \$15.87 Base Charge (Outside the City) \$18.25		
Quantity	\$/1000 gal Inside the City	\$/1000 gal Outside the City
1 to 2,500 gallons	1.49	2.24
2,501 to 5,000 gallons	1.79	2.69
5,001 to 10,000 gallons	2.10	3.15
10,001 to 15,000 gallons	2.67	4.01
15,001 to 20,000 gallons	3.27	4.91
Over 20,000 gallons	3.87	5.81

SEWER RATES

Base Charge per REU (Inside the City) \$18.34 Base Charge per REU (Outside the City) \$21.09		
Quantity	\$/1000 gal Inside the City	\$/1000 gal Outside the City
1 to 2,500 gallons	2.27	3.41
2,501 to 5,000 gallons	2.45	3.68
5,001 to 10,000 gallons	2.54	3.81
10,001 to 15,000 gallons	3.29	4.94
15,001 to 20,000 gallons	4.04	6.06
Over 20,000 gallons	4.79	7.19

TOWN CENTER WATER RATES

Base Charge per REU - Water \$17.00	
Quantity	\$/1000 gallon
1 to 10,000 gallons	2.71
10,001 to 15,000 gallons	3.39
15,001 to 20,000 gallons	3.71
Over 20,000 gallons	4.38

TOWN CENTER SEWER RATES

Base Charge per REU - Sewer \$20.37	
Quantity	\$/1000 gallon
1 to 20,000 gallons	6.26
Over 20,000 gallons	6.62

FIRE LINE SERVICE CHARGES

The Fee Schedule below is effective on January 2023

Fireline Size	Monthly Fee
4"	\$250.00
6"	\$350.00
8"	\$450.00
10"	\$650.00
12"	\$750.00

The fire line service charge is for services provided by Garden City but not covered under the water commodity service charges or the fire protection fee. The charge is designed to recover cost of miscellaneous services related to water system readiness to serve and infrastructure sizing required to provide fire flow relevant to the facility’s fire line size.

MISCELLANEOUS UTILITY FEES

Description	Rate	Fee
Utility Account Deposit* <i>(Required for each metered service)</i>	Flat	\$125.00
Sanitation Only Account Deposit*	Flat	\$40.00
Set-Up Charge	Flat	\$15.00
Fire Hydrant Meter Deposit*	Flat	\$650.00
Apartment Cleaning Turn on/off Fee	Per Month	Contract Needed
Administrative Fee	Per Month	\$2.35
Late Fees	% Of balance	25%
Returned Check Fee	Flat	\$65.00
Suspension Fee <i>(Reconnection)</i> (Normal hours)**	Flat	\$75.00
Reconnect Fee <i>(after hours)</i> ***	Flat	\$150.00
Stormwater Fee	Per REU, Per Month	\$4.75
Fire Protection Fee	Per REU, Per Month	\$12.50
Sanitation Fee <i>(1 garbage &amp; 1 recycling cart)</i>	Per month	\$18.91
Rollout Cart Penalty Fee	Per Cart/Per Occurrence	\$25.00

\* Refundable Deposit.  
\*\* Suspension (Reconnection) fees will be charged after 8:00am on the day of cut off whether service is disconnected or not. Service will be restored within 24 hours.  
\*\*\* After hours reconnection fees are charged at a higher rate.

FEES RELATING TO THEFT OF SERVICES

Description	Rate	Fee
Code Enforcement Officer*	Hourly <i>(Minimum of 1 Hour)</i>	\$150.00
Meter Reader*	Hourly <i>(Minimum of 1 Hour)</i>	\$150.00
Water Repair Personnel*	Hourly <i>(Minimum of 1 Hour)</i>	\$250.00
Administrative Personnel*	Hourly <i>(Minimum of 1 Hour)</i>	\$150.00
Vehicle and Communication Charges	Hourly <i>(Minimum of 1 Hour)</i>	\$195.00
Meter Tampering Fee	1 <sup>st</sup> Offense	\$350.00
	2 <sup>nd</sup> Offense	\$950.00
	3 <sup>rd</sup> Offense	\$2,500.00
Stolen Meter Fee	Flat	\$1,500.00
Meter Cost**	Flat	\$350.00
MXU Cost**	Flat	\$225.00
Meter Top**	Flat	\$80.00
Meter Valve**	Flat	\$75.00
Barrel Lock**	Flat	\$50.00
Pad Lock**	Flat	\$50.00

\* Personnel costs include hourly rate of pay plus FICA, health and dental insurance, GMEBS retirement, ICMA-Match, and workers' compensation.  
\*\* These costs are determined by the vendor and are subject to chang



# Parks & Recreation Fees Schedule

Adopted by the City Council on November 21, 2022  
Effective January 1, 2023

## PROGRAM & ACTIVITY FEES

Description	Rate	Fee
Sport Registrations	Per Sport (resident)	\$25.00
	Per Sport (non-resident)	\$35.00
Sponsor Fees	Without Signage	\$250.00
	With Signage	\$350.00
Summer Camp	Registration	\$25.00
	Per Week (does not include field trips)	\$75.00
Swimming Lessons (8 sessions)	Per Camper	\$25.00
	Per Non-Camper	\$35.00
Gymnastics (8 sessions)	Per Participant	\$40.00

## FACILITY RENTAL FEES

Description	Rate	Fee	
Gym or Cooper Center Rental <i>Resident Rate- Class A *</i>	Refundable Deposit	\$25.00	
	Meeting/Special Event- Per hour	\$40.00	
Gym or Cooper Center Rental <i>Resident Rate- Class B *</i>	Refundable Deposit	\$50.00	
	Per Hour	\$60.00	
Gym or Cooper Center Rental <i>Non-Resident Rate – Class C *</i>	Refundable Deposit	\$100.00	
	Per Hour	\$75.00	
Gym or Cooper Center Rental <i>Non-Resident Rate – Class D *</i>	Refundable Deposit	\$100.00	
	Per Hour	\$95.00	
Pool Rental (w/Gym)	Per Hour	\$70.00	
Pool Rental <i>(Pool only)</i>	Refundable Deposit	\$100.00	
	Per Hour	\$90.00	
Stadium Rental	Soccer/football	\$800.00	
	Special Event	\$1,800.00	
Bazemore Park Rental	Resident Per Field	\$125.00	
	Per Field (with use of lights)	\$175.00	
Bazemore Park Rental- Baseball Tournament	Refundable Deposit	\$450.00	
	Per Field-Per Day	\$175.00	
	Per Field (with use of lights)	\$225.00	
Concession Stand Rental	3 Days or Less - Flat Fee	\$450.00	
	4 Days or More - Flat Fee	\$650.00	
Booster Club Concession Rental		Based on Contract	
Chain Baseball Field Rental		Based on Contract	
Description	Rate	Resident	Non-Resident
Sharon Park Rental	Refundable Deposit	\$25.00	100.00
	Flat Fee (up to 4 hours)	\$75.00	\$185.00
	Flat Fee (up to 8 hours)	\$125.00	\$195.00
Haynes Field	Refundable Deposit	\$25.00	\$100.00
	Flat Fee (up to 4 hours)-Class A *	\$40.00*	\$250.00
<i>*Class B for Residents-Add \$25 flat fee</i>	Flat Fee (up to 8 hours)-Class A *	\$65.00*	\$350.00
Gym Parking Lot	Refundable Deposit	\$25.00	\$100.00
	Flat Fee (up to 4 hours)-Class A *	\$75.00	\$375.00
<i>*Class B for Residents-Add \$25 flat fee</i>	Flat Fee (up to 8 hours)-Class A *	\$100.00	\$575.00
Parks and Recreation Staff Pay Rate	Hourly (One-hour minimum)	\$25.00	\$50.00
Administrative Fee	Flat Fee	No Charge	\$25.00

\*Class A – Resident events (birthday parties, meetings, baby showers, special events) not charging a fee/selling items

\*Class B - Resident events charging admission fees, selling tickets, or collecting funds from vendors or the public

\*Class C – Non-Resident events (birthday parties, baby showers, meetings, special events) not charging a fee/selling items

\*Class D – Non-Resident events charging admission fees, selling tickets or collecting funds from vendors or the public



# License & Miscellaneous Fees

*Adopted by the City Council on November 21, 2022*  
*Effective on January 1, 2023*

## ALCOHOL BEVERAGE LICENSE FEES

Description	Rate	Fee
Spirituous Liquors ( <i>Package</i> )	Annual	\$2,722.00
Spirituous Liquors ( <i>By the Drink</i> )	Annual	\$2,722.00
Beer and/or Malt Beverages	Annual	\$682.00
Wines	Annual	\$236.00
Advertising Cost/Processing Fee	Annual	\$95.00
Returned Check - Accounting	Each	\$55.00

## OCCUPATIONAL TAXES

Description	Fee
Administrative Fee ( <i>flat</i> )	\$150.00
Tax Class	Rate
1	0.00025
2	0.00030
3	0.00035
4	0.00040
5	0.00045
6	0.00050

*The fee for the certificate is based on the gross receipts times the tax class for your business. The tax class is determined by the NAICS Code (North American Industry Classification System).*

## MOTION PICTURE/PHOTOGRAPHIC PRODUCTION FEES

Description	Rate/Fee
Application Fee	\$875.00
Use of City Property	\$1,500.00 per day
Police Officer Security/Extras	\$65.00 per hour ( <i>4 hour minimum</i> )
Police Vehicle	\$450.00 per day
Firefighter	\$65.00 per hour ( <i>4 hour minimum</i> )
Fire Truck Water Tender 2,500 gallon	\$450.00 per hour ( <i>4 hour minimum</i> )
Fire Truck with a 1,250 gallon per minute pump	\$500.00 per hour ( <i>4 hour minimum</i> )
Fire Truck with a 75' ladder	\$600.00 per hour ( <i>4 hour minimum</i> )
Water Hookup, metering, water, etc.	Based on Current Rates
Public Works assistance in road closures, etc.	Based on Current Rates
Last Minute Changes and/or Requests	\$500.00



# Municipal Court Fees Schedule

*Adopted by the City Council on November 21, 2022*  
*Effective January 1, 2023*

## LICENSE OFFENSES

Offense	Base Fee/Fine
No Permit w/o License	\$300.00
No Permit on Person	\$10.00
Wrong Class of Permit	\$82.50
Expired Permit	\$82.50
Allowing Another to Operate Unlawfully ( <i>without Permit</i> )	\$275.00
More than (1) Valid License	\$137.50
Failure to Obtain GA License ( <i>over 30 days</i> )	\$137.50
Restrictive License	\$137.50

## SPEEDING VIOLATIONS

Violation	Base Fee/Fine
Too Fast for Conditions	\$150.00
Speed	Base Fee/Fine
Zone 25 MPH	
36-40	\$100.00
41-45	\$125.00
46-50	\$150.00
51-55	\$200.00
56-60	\$250.00
Over 60	Court Mandatory
Zone 30 MPH	
41-45	\$100.00
46-50	\$125.00
51-55	\$150.00
56-60	\$200.00
61-65	\$250.00
Over 65	Court Mandatory
Zone 35 MPH	
46-50	\$100.00
51-55	\$125.00
56-60	\$150.00
61-65	\$200.00
66-70	\$250.00
Over 70	Court Mandatory
Zone 45 MPH	
56-60	\$100.00
61-65	\$125.00
66-70	\$150.00
71-75	\$200.00
76-80	\$250.00
Over 80	Court Mandatory
School Zone & Construction Zones	Base Fine Doubles

# TRAFFIC OFFENSES

## TRAFFIC CONTROL DEVICES

Violation	Base Fee/Fine
Running Stop Sign	\$137.50
Running Red Light	\$137.50
Improper U-Turn	\$137.50
Disregarding Crossing Barrier	\$137.50
Disregarding Speed Barrier	\$137.50
Crossing Median	\$137.50
Failure to Obey Officer	\$150.00
Flashing Light	\$137.50

## MOVING VIOLATIONS

Violation	Base Fee/Fine
Improper Lane Usage	\$137.50
Improper Lane Change	\$137.50
Following Too Closely	\$137.50
Improper Passing	\$137.50
One-Way Street	\$137.50
Failure to Yield	\$137.50
Improper Turn	\$137.50
Cutting Corners	\$137.50
Changing Lanes or Turning w/o Reasonable Safety or No Turn Signal	\$137.50
Driving Wrong Way One Way	\$137.50
Unlawful Passing of School Bus	\$240.00
Move Over Law – LEO, EMS, FIRE	\$500.00
Move Over Law – General	\$250.00

## NON-MOVING VIOLATIONS

Violation	Base Fee/Fine
No Tag	\$137.50
No Rear-View Mirrors	\$137.50
No Mud Flaps	\$137.50
Improper Lights	\$137.50
Improper Tag	\$137.50
Littering R/W	\$137.50
Parking in Handicap Zone	\$137.50
Impeding Flow of Traffic	\$137.50
Improper Use of Dealer Tag	\$137.50
Current Tag in Possession but Not Displayed	\$82.50
Expired Tag	\$82.50
Open Container	\$165.00

## SIGNAL & LIGHT VIOLATIONS

Violation	Base Fee/Fine
Failure to Dim	\$110.00
No Headlights	\$110.00
Headlight Out	\$110.00
No Headlight While Raining	\$110.00
Headlights Covered	\$110.00

MISCELLANEOUS VIOLATIONS

Violation	Base Fee/Fine
Crossing Median	\$137.50
Limitations on Backing	\$137.50
Operating Vehicle w/ Headphones	\$110.00
Driving on Sidewalk	\$137.50
Excessive Volume of Radio	\$110.00
No Child Restraint Devices	\$35.00
No Child Restraint Devices: 2 <sup>nd</sup> Offense	\$50.00
Parking in a No Parking Zone	\$110.00
Unsecured Load	\$137.50
Over Weight on Inner Street	\$220.00
Over Width/Length/Height	\$220.00
No Seat Belts	\$15.00
Hands Free	\$50.00
Hands Free: 2 <sup>nd</sup> Offense	\$100.00
No Proof of Insurance	\$40.00

COURT MANDATORY APPEARANCES

Offense	
Suspension Violation	No Insurance
DUI	Racing
Fleeing to Elude	Laying Drag
Habitual Violator	Vehicular Homicide
Reckless Driving	Allowing Another to Operate Unlawfully (other than permit violation)
All other Violations Not Specially Enumerated Above	

RECORDS FEE

Record	Fee
Administrative Fee (for collection & retrieval of documents)	TBD
Incident Reports & Regular Copies	\$0.10 cents per page
Certified/Notary	\$5.00
Accidents Reports	\$5.00
DVD's	\$10.00

In accordance with the Georgia Open Records Act (O.C.G.A. § 50-18-70), the following policies and procedures have been implemented in the Garden City Clerk’s Office.

Open Records Policy and Procedure

We will respond to your request within 3 business days after we receive your request. Possible responses to your request could include:

- If the information is readily available and clearly public, we will provide copies of the requested documents or tell you when and where you may examine the documents;
- If the documents cannot be produced for examination or duplication within 3 business days because they are in active use or in storage, we will tell you when and where the requested documents will be available to you;
- If the requested information is clearly exempt from public disclosure, we will tell you which provisions of the Georgia Open Records Act (O.C.G.A. § 50-18-70) apply to your request; or
- In the unlikely situation that it is unclear what information you are requesting; we will notify you asking you to clarify your request.
- No public officer or agency shall be required to prepare reports, summaries, or compilations not in existence at the time of the request (O.C.G.A. § 50-18-70(d)).
- In addition, a reasonable charge may be collected for research, retrieval, and other direct administrative costs for complying with a request (O.C.G.A. § 50-18-71(d)).
- If the estimated cost for your request exceeds \$25, we will notify you of the estimated cost before we fill your request. We require payment in advance when the estimated cost of producing copies exceeds \$100.
- Be advised that any administrative fee incurred during collection and retrieval of documents is due at the time of review and/or delivery of documents, regardless of the number of copies taken.





# Fire Department Fees Schedule

Adopted by the City Council on November 21, 2022  
Effective January 1, 2023

## MITIGATION RATES

### MOTOR VEHICLE INCIDENTS

<b>Level 1:</b> \$900.00	Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident. This level could include traffic control, basic hazardous material assessment, and minor debris removal.	
<b>Level 2:</b> \$1,300.00	Includes Level 1 services in part or in whole plus expanded hazardous material identification and control, limited victim extrication ( <i>hand tools</i> ), heavy debris removal, and light extinguishment of vehicle fire.	
<b>Level 3 and/or Car Fire:</b> \$1,500.00	Includes Level 1 and 2 in part or in whole, plus vehicle fire, breathing apparatus, rescue tools, structure protection, and large hazardous material identification and control.	
<b>Commercial Vehicle Incident Mobilization Fee</b>	FD Response/ \$5,500.00	<b>This fee would only be assessed when the incident was involving a Commercial Vehicle.</b>

### ADD-ON SERVICES

<b>First Responder:</b> \$450.00 per Incident	Medical response with the use of current medical supplies carried by response apparatus. Does not apply when the ambulance arrives on scene prior to the responding apparatus.	
<b>Foam:</b> \$75.00 per gallon	Foam shall be used on most car fires and shall be charged in five (5) gallon increments.	
<b>Extrication:</b> \$4,500.00	Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.	
<b>Creating a Landing Zone:</b> \$900.00	Includes Air Care ( <i>multi-engine company response, mutual aid, helicopter, etc.</i> ). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s). <b>Itemized Response:</b> We have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable ( <i>UCR</i> ). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.	
<b>Additional Time:</b> On-Scene Rates	<b>Engine:</b> \$600.00 <i>per hour</i> <b>Truck:</b> \$800.00 <i>per hour</i>	<b>Tanker:</b> \$900.00 <i>per hour</i> <b>Miscellaneous equipment:</b> \$500.00 <i>per hour</i>

### HAZMAT

<b>Level 1:</b> \$3,500.00	<b>Basic Response:</b> Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.	
<b>Level 2:</b> \$4,500.00	<b>Intermediate Response:</b> Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.	
<b>Level 3:</b> \$6,500.00	<b>Advanced Response:</b> Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - each additional hour @ \$300.00 <i>per HAZMAT team</i> .	
<b>Additional Time:</b> On-Scene Rates (Hazmat)	<b>Engine:</b> \$700.00 <i>per hour</i> <b>Truck:</b> \$900.00 <i>per hour</i>	<b>Tanker:</b> \$1,200.00 <i>per hour</i> <b>Miscellaneous equipment:</b> \$600.00 <i>per hour</i>

Fire Department Fees Schedule (continued)

WATER INCIDENTS

<b>Level 1:</b> \$900.00, plus \$95.00 per hour, per rescue person	<b>Basic Response:</b> Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation ( <i>including possible patient contact, hazard control</i> ). This will be the most common “billing level”. This occurs almost every time the fire department responds to a water incident	
<b>Level 2:</b> \$1,500.00 plus \$95.00 per hour, per rescue person	<b>Intermediate Response:</b> Includes Level 1 services as well as clean up and material used ( <i>sorbents</i> ), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.	
<b>Level 3:</b> \$3,000.00 plus \$95.00 per hour per rescue person, plus \$150.00 per hour per HAZMAT team member	<b>Advanced Response:</b> Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.	
<b>Level 4:</b>	<b>Itemized Response:</b> We have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.	
<b>CHIEF RESPONSE:</b> \$650.00 per hour	This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.	
<b>Additional Time:</b> On-Scene Rates	<b>Engine:</b> \$700.00 per hour <b>Truck:</b> \$900.00 per hour	<b>Miscellaneous equipment:</b> \$600.00 per hour

ILLEGAL FIRES

<b>ILLEGAL FIRES:</b> Assignment - \$400.00 per hour, per engine / \$500.00 per hour, per truck	When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. If the fire is started due to persons not following prescribed fire and life safety, building codes, and ordinances. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.
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NUISANCE ALARMS

<b>Nuisance Alarms:</b> Number of false alarms 4-10/\$1,2500 11-20/\$1,575.00 21-30/\$1,950.00 In excess of 30/\$6,500.00	When a fire alarm sounds and there is no actual emergency situation at the location this is considered a false alarm. To discourage excessive false alarms at any single residential or commercial location, enhance the safety of officers of the fire departments, protect the lives and property of the citizens of the city, reduce unnecessary use of fire department resources, and produce revenues to defray the costs of fire department responses to false alarms, a false alarm service fee is hereby established. The owner or lessee of any residential or commercial property with an alarm system shall maintain the premises and alarm system in a manner that will minimize or eliminate false alarms. The owner or lessee of any commercial property with an alarm system shall respond or cause their representative to appear at the system location within a reasonable period of time when notified by the city fire department or monitoring company to provide access to the premises, deactivate the alarm system, or provide security at the alarm location.
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MITIGATION RATE NOTES

The mitigation rates above are average “billing levels” *per hour*, and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (*from the time a fire apparatus leaves the station until it returns to the station*) and are based on the actual costs, using amortized schedules for apparatus (*including useful life, equipment, repairs, and maintenance*) and labor rates (*an average department’s “actual personnel expense” and not just a firefighter’s basic wage*). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

FIRE MARSHALL FEE SCHEDULE

*NOTE: Fees are based on the City performing up to three reviews on plan submittals. After the 2nd review, and for all subsequent reviews, the applicant will be responsible for the fees incurred by Garden City. The applicant must pay an initial plan review fees to commence the Fire Marshall review process. The balance owed for any third-party reviews after the 2nd review must be paid by the applicant prior to issuance to any City permits. All commercial/Industrial properties must be inspected annually. A \$25.00 Administrative fee will apply to all transactions.*

SITE PLAN REVIEW

Description	Rate	Fee
Fire Department Access, Hydrant Location, etc.	Flat	\$575.00
Two resubmittals	Flat	\$150.00

BUILDING PLAN REVIEW

Description	Rate	Fee
Up to 5,000 sq. ft	Compounding Fee	\$150.00
5,001 – 10,000 sq. ft	Compounding Fee	\$175.00
10,001 – 20,000 sq. ft	Compounding Fee	\$0.25/sq. ft
Over 20,001 sq. ft	Compounding Fee	\$0.35/sq. ft
Two Resubmittals	Flat	\$150.00

FIRE SPRINKLER PERMIT & REVIEW

Description	Rate	Fee
Base Fee	Flat	\$200.00
Fire Pumps	Flat	\$125.00
0-10 Sprinkler Heads	Compounding Fee	\$75.00
11-25 Sprinkler Heads	Compounding Fee	\$125.00
26-100 Sprinkler Heads	Compounding Fee	\$175.00
101-200 Sprinkler Heads	Compounding Fee	\$250.00
201-600 Sprinkler Heads	Compounding Fee	\$325.00
Over 600 Sprinkler Heads	Compounding Fee	\$400.00
Two Resubmittals	Flat	\$100.00
Working Without a Permit	The Permit fee Is tripled	TBD
**The number of Zones/Systems will be multiplied to each line items****		

FIRE ALARM SYSTEM & REVIEW

Description	Rate	Fee
Base Fee	Flat	\$150.00
Fire Alarm Control Panel	Flat	\$175.00
Annunciation Panels	Flat	\$45.00
0-10 Devices	Compounding Fee	\$95.00
11-25 Devices	Compounding Fee	\$150.00
26-100 Devices	Compounding Fee	\$195.00
101-200 Devices	Compounding Fee	\$275.00
201-600 Devices	Compounding Fee	\$425.00
Over 600 Devices	Compounding Fee	\$650.00
Two Resubmittals	Flat	\$100.00
Working Without a Permit	Permit Fee Is Tripled	TBD

FIRE PROTECTION SYSTEMS

Description	Rate	Fee
Commercial Hood Plan Review	Flat	\$250.00
Special Fire Protection Plan Review	Flat	\$350.00
Paint Booth & Suppression Plan Review	Flat	\$450.00
Smoke Control System Plan Review	Flat	\$350.00
Access Control System Review	Flat	\$275.00

Other Plan Review & Construction Permits

Description	Rate	Fee
Above or Below Ground Tank Removal or Installation 600 Gallons or Less	Flat	\$650.00
Capacitor Energy Storage System	Flat	\$275.00
Emergency Responder Radio Coverage System	Flat	\$275.00
Food Truck Permit	Flat	\$350.00
Fireworks Sales Stand	Flat	\$650.00
Fireworks Sales Permanent Building <i>*Operational Permit May Be Required</i> <i>*Other Requirements Required such as Building Review and Fire protection Review Fees</i>	Flat	\$850.00
Gates and Barricades Across Fire Apparatus Access Road	Flat	\$250.00
Fire Hydrants Flow (Public or Private) Installation, Testing or Modification	Flat	\$350.00
Special Event Structures <i>*Refer to Building Plan Review Fees</i>	TBD	TBD
Pyrotechnics/Fireworks Display Permit Review <i>*May Require Fire Dept. Standby</i>	Flat	\$450.00
Working Without a Permit	Permit Fee Is Tripled	TBD
Standpipe Pan Review	Flat	\$250.00

NEW CONSTRUCTION INSPECTIONS

Description	Rate	Fee
50% Inspection	Flat	\$150.00
80% Inspection	Flat	\$175.00
Final Inspection	Flat	\$195.00
First Follow-up Inspection	Flat	\$150.00
Second Follow-up Inspection	Flat	\$250.00
Third and Each Additional Follow-up Inspection	Flat	\$275.00
After Hours Inspection	Flat	\$500.00

LIFE & SAFETY INSPECTIONS

Description	Rate	Fee
Annual Inspection	Flat	\$75.00
First Follow-up Inspection	Flat	\$60.00
Second Follow-up Inspection	Flat	\$100.00
Third and Each Additional Follow-up Inspection	Flat	\$250.00
After Hours Follow-up Inspection	Flat	\$500.00
New Tenant Inspection ( <i>Business Request</i> ) 5,000 – 15,000 sq. ft	Flat	\$300.00
New Tenant Inspection ( <i>Business Request</i> ) 15,001+ sq. ft <i>*Follow-up Fee Inspection rates apply</i>	Flat	\$600.00

Fire Department Fees Schedule (continued)

OPERATING PERMITS, SECTION 105.6 IFC

*Note: The Permit Includes Research of Materials, Inspection and Processing. Inspections may require additional inspectors and 3<sup>rd</sup> party review so all applicable fees would be incurred and payable prior to issuance of the permit. \*Permit Includes Research of Materials, Inspection and Processing*

Description	Rate	Fee
Operational Permit base	Per Hour	\$250.00
Working Without a Permit	The Permit Fee is Tripled	TBD

FIRE LANE VIOLATIONS

Description	Rate	Fee
Per Violation	Flat	\$250.00
Failure to Pay	Flat	\$225.00

# **RESOLUTION**

**A RESOLUTION TO ADOPT THE FY2023 OPERATING AND CAPITAL BUDGETS; TO PROVIDE APPROPRIATION OF FUNDS FOR OPERATING AND CAPITAL EXPENDITURES; AND TO APPROPRIATE FUNDING FOR SPECIFIC OPERATING AND CAPITAL FUNDS OF GARDEN CITY GOVERNMENT.**

**BE IT RESOLVED**, by the Mayor and Council of Garden City, Georgia:

**WHEREAS**, the City Manager has prepared the annual operating budget and capital budget for the fiscal year commencing on January 1, 2023, and ending on December 31, 2023, and has transmitted same to the Mayor and Members of City Council for review in accordance with City Charter Section 3.12;

**WHEREAS**, the budgets have been reviewed by the Mayor and Council;

**WHEREAS**, a public hearing for the purposes of accepting public comment on the proposed budget was conducted on November 7, 2022, pursuant to notice being given in the Savannah Morning Newspaper no more than twenty (20) days and no less than one week in advance of the hearing, and;

**WHEREAS**, the proposed budgets comply with Section 2-264 of the City Code by being balanced with anticipated revenues (including appropriated unencumbered surplus) being equal to appropriated expenditures;

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Council of Garden City, Georgia, in regular session assembled, does hereby adopt the General Fund Budget in the amount of \$11,090,896; Water and Sewage Enterprise Fund budget in the amount of \$4,701,104; Fire Protection Fund in the amount of \$2,755,900; the Stormwater Fund in the amount of \$1,125,173; the Sanitation Fund in the amount of \$470,010; SPLOST Capital Improvement Fund in the amount of \$2,195,936; the Hotel/Motel Tax Fund in the amount of \$435,001; the Confiscated Assets Fund in the amount of \$6,500; the ARPA Fund in the amount of \$3,256,275; and that said budgets (which specify the anticipated revenue by appropriate categories and the appropriated expenditures for each department, as well as all non-departmental expenditures, in accordance with Code Section 2-264 of the City Code); and,

**BE IT FURTHER RESOLVED** that copies of this Resolution and referenced budget will be kept in the Office of the Finance Director/Clerk of Council in City Hall and be made available for inspection by any member of the public.

**ADOPTED this 21st day of November 2022.**

\_\_\_\_\_  
Bruce Campbell, Mayor

**RECEIVED AND APPROVED this 21st day of November 2022.**

\_\_\_\_\_  
Rhonda Ferrell, Clerk of Council

STATE OF GEORGIA       )  
                                      )  
COUNTY OF CHATHAM    )

**RESOLUTION**

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, that the City Manager be authorized to enter into that certain License Agreement with Central of Georgia Railroad Company (the "Railroad") attached hereto as Exhibit "A" for the installation (by jack and bore), construction, and maintenance of an underground 16-inch diameter water pipeline running eastwards within and along the southern right-of-way line of Dean Forest Road, and traversing the Railroad's right-of-way and tracks near Milepost SA-6.10, Coastal Division, Latitude 32.12496, Longitude-81.182319, to connect said line with other municipal water facilities located at 2509 Dean Forest in an effort to increase water flow to areas within the City located to the North.

ADOPTED this \_\_\_\_\_ day of November, 2022.

\_\_\_\_\_  
Rhonda Ferrell-Bowles  
Clerk of Council

RECEIVED AND APPROVED this \_\_\_\_\_ day of November, 2022.

\_\_\_\_\_  
BRUCE CAMPBELL  
Mayor



EXHIBIT "A"**LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (this "Agreement"), dated as of November 10, 2022 (the "Effective Date") is made and entered into by and between

**CENTRAL OF GEORGIA RAILROAD COMPANY**, a Virginia corporation, whose mailing address is 650 West Peachtree St. Box 22, Atlanta, Georgia 30308 (hereinafter called "Railway"), and **GARDEN CITY, GEORGIA**, a(n) Georgia, whose mailing address is 100 Central Avenue Garden City, GA 31405, Garden City, 31405 (hereinafter called "Licensee").

**WITNESSETH**

**WHEREAS**, Licensee has submitted to Railway an Application (as defined herein) related to the proposed installation and construction of Proposed installation of one (1) underground transverse 16" PVC water pipeline with a 24" steel casing (hereinafter called the "Facilities") located in, over or under, and across the right-of-way or property and any tracks of Railway at or near:

- Milepost SA-6.10, Coastal Division
- Latitude 32.12496, Longitude -81.182319
- Garden City, Chatham County, Georgia

the same to be located in accordance with and limited to the installation shown on the diagram set forth in **EXHIBIT A** attached hereto and made a part hereof (such right-of-way or property of Railway, collectively, the "Premises"); and

**WHEREAS**, Railway has approved the Application for the initial installation and construction of the Facilities; and

**WHEREAS**, Licensee desires a license to use such right-of-way or property of Railway for the installation and construction, as well as the subsequent maintenance, operation and removal, of the Facilities.

**NOW, THEREFORE**, Railway and Licensee agree as follows:

1. **Grant; Consideration; Term.** Subject to Section 2(b) below, Railway hereby grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which the Railway's title may be subject, the right to use and occupy so much of the Premises as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (collectively, "Operate" or "Operations"). Upon execution of this Agreement, Licensee shall pay to Railway (i) a non-refundable, non-assignable, one-time license fee in the amount of **TWENTY-ONE THOUSAND THREE HUNDRED AND FIFTEEN AND 00/100 DOLLARS (\$21,315.00)**, and (ii) if applicable as determined by Railway pursuant to Section 12 below, the Risk Financing Fee (as defined in Section 12). The term of this Agreement shall commence on the Effective Date and shall continue for a period of twenty (20) years, subject to prior termination as hereinafter described (the "Term").

2. Use and Condition of the Premises.

(a) The Premises shall be used by Licensee only for Operations and for no other purpose. Licensee accepts the Premises in their current "as is" condition, as suited for Operations, and without the benefit of any improvements to be constructed by Railway.

(b) With respect to each Operations project that requires access to the Premises after the initial installation and construction of the Facilities, Licensee shall submit to Railway an application conforming to Railway's then-current standards and procedures (an "Application") for review and approval.

3. Installation of the Facilities; Railway Support. Licensee shall, at its expense, Operate the Facilities (i) on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway and (ii) in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in clauses (a) and (b) above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement. In the event it becomes necessary for Licensee to deviate from the approved plans and specifications, Licensee shall seek prior approval from Railway's Division Engineer or his or her authorized representative and, when applicable, an authorized representative of the Division Engineer in the field during Construction Monitoring. Licensee shall provide Railway with complete as-built drawings of the Facilities in an electronic format within thirty (30) days of (i) completion of the initial installation and construction of the Facilities and (ii) completion of any material change to the Facilities.

4. Railway Support. With respect to each Operations project that requires access to the Premises, Railway shall, at Railway's option, furnish, at the sole expense of Licensee, Support Services. The term "Support Services" means such materials and services as necessary, in Railway's sole judgment, to support Railway's tracks and to protect Railway's traffic, including without limitation flagging services and Construction Monitoring during Operations that require access to the Premises. Support Services shall be provided unless Railway's Division Engineer or his or her authorized representative provides to Licensee a written waiver of Support Services, whether in whole or in any part, in a given instance. The term "Construction Monitoring" means services comprised of one or more Railway representatives being assigned and present to monitor construction activities of Licensee, which may include a preconstruction site assessment and a post-construction site assessment.

5. Electronic Interference. If the Facilities cause degradation of Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") or endanger Railway's personnel or other individuals entitled to be on or about the Premises, through inductive or electrostatic interference or otherwise, Licensee, at its expense, will

modify the Facilities to the satisfaction of Railway so as to eliminate such degradation or danger. Such modifications may include, without limiting the generality of the foregoing, transposing circuits or providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this Section 5 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

6. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

7. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon not less than thirty (30) days prior written notice from Railway and at Licensee's sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

8. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

9. Entry Upon Premises. Licensee shall enter the Premises in any given instance only pursuant to an approved Application. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Division Engineer or their authorized representative for the scheduling of Support Services as determined pursuant to Section 4 above. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost of Support Services. No work shall be permitted on or about the Premises without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for the cost of Support Services provided by or on behalf of Railway.

10. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition,

Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

11. Indemnification. To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively, "Losses") that arise in any manner from (a) the presence of the Facilities on or about the Premises, (b) any Operations or any failure to conduct Operations properly, or (c) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

12. Insurance.

(a) Insurance Requirements. Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall comply with the following provisions:

(i) Subject to subsection (ii) below, upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of \$1,900 (the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate with respect to the initial construction and installation of the Facilities.

(ii) Prior to commencement of each Operations project that requires access to the Premises, unless Railway elects to make available and Licensee pays the then-current Risk Financing Fee for a given Operations project, Licensee shall furnish Railway with an original Railroad Protective Liability ("RPL") Insurance Policy naming Railway as the named insured and having a limit of (1) not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate, or (2) if the value of a given operations project exceeds \$350,000, not less than a combined single limit of \$5,000,000 per occurrence and \$10,000,000 in the aggregate. Each RPL policy shall conform to CG 00 35 04 13 or equivalent and include coverage for Terrorism and the Physical Damage to Property Endorsement and shall name Norfolk Southern Corporation and its affiliates and subsidiaries as the insured. Licensee shall ensure that the project location, Licensee identification and work description appear on the declaration pages of a given RPL policy. Licensee shall provide an electronic copy of each RPL policy (and not merely the binder) to Railway at [ns.permitting@railpros.com](mailto:ns.permitting@railpros.com) for review and approval prior to commencing any work on the associated Operations project. Licensee may submit inquiries about RPL issues at [ns.permitting@railpros.com](mailto:ns.permitting@railpros.com).



(iii) Licensee shall maintain a Commercial General Liability (“CGL”) policy containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$2,000,000 for each occurrence. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The policy shall not deny any obligation of any insured under the Federal Employer’s Liability Act, as amended. The CGL policy shall provide additional insured coverage equivalent to ISO CG 20 10 11/85.

(iv) Licensee shall maintain Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an “any auto” (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading.

(v) Licensee shall maintain Workers’ Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Licensee’s officers, agents, servants or employees arising directly or indirectly out of the performance of this Agreement;

(vi) Licensee shall maintain Employers’ Liability Insurance with limits of not less than \$1,000,000 each accident \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease;

(vii) Notwithstanding the provisions of this Section 12(a), Licensee, pursuant to State law, may satisfy its obligations under subsections (iii) through (vi) above through self-insurance in any amounts(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, in the form of membership in the Georgia Interlocal Risk Management Association, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

(b) General Insurance Requirements. Each insurance policy referred to in subsection (a) above shall also comply with the following requirements:

(i) Additional Insureds. Each insurance policy (excluding any RPL policy and Workers’ Compensation policy) shall name Railway and its parent, subsidiary and affiliated companies as additional insureds with an appropriate endorsement to each policy.

(ii) Licensee’s Coverage Primary and Without Right to Contribution. All policies secured by Licensee, whether primary, excess, umbrella or otherwise, and providing coverage to the Railway as an additional insured (1) are intended to take priority in responding and to pay before any insurance policies Railway may have secured for itself must respond or pay and (2) may not seek contribution from any policies the Railway may have secured for itself.

(iii) Severability of Interests (Cross Liability). No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

(iv) Waiver of Subrogation. To the fullest extent permitted by law, all insurance furnished by Licensee pursuant to this Agreement shall include a waiver of subrogation in favor of Railway with an appropriate endorsement to each policy.

(v) Notice of Cancellation, Modification or Termination. Each insurance policy shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.

(vi) No Limitation. Each insurance policy shall not limit any of Licensee's indemnity obligations or other liabilities under this Agreement. The insurance available to Railway and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.

(vii) Any deductibles or self-insured retentions of Licensee over \$50,000 must be declared and approved by Railway. Approval of such requests shall not be unreasonably withheld.

(viii) Licensee shall require all subcontractors who are not covered by the insurance carried by Licensee to maintain the insurance coverages set forth in subsection (a) above, except for the RPL insurance, including but not limited to additional insured status for Railway and its parent, subsidiary and affiliated companies.

(ix) Licensee shall furnish their memorandum of insurance and the RPL Insurance Policy to Railway's Managing Agent prior to execution of this Agreement at [ns.permitting@railpros.com](mailto:ns.permitting@railpros.com). The insurance coverage required herein shall in no way limit Licensee's liability under this Agreement.

13. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) any Operations, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to conduct Operations. To the extent permitted by State law, Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this Section. Without limitation, this indemnity provision shall extend to any cleanup and

investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

14. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

15. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

16. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;



(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) A receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this Section or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

17. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall fail to install the Facilities within one (1) year from the date of the Agreement, or if Licensee shall discontinue the use or operations of the Facilities for one (1) year; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that one or more aspects of Operations unduly interfere with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

18. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

19. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

20. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

21. Attorneys' Fees. If Railway should bring any action under this Agreement or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees in each and any such case to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

22. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

23. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

24. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:  
 c/o Norfolk Southern Corporation  
 650 West Peachtree Street, Box 22  
 Atlanta, Georgia 30308  
 Attention: Director Real Estate

If to Licensee:  
 GARDEN CITY, GEORGIA  
 100 Central Avenue Garden City, GA 31405  
 Garden City, 31405  
 Attention: Scott Robider

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

25. Miscellaneous. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of this Agreement that, by their nature, are intended to survive the expiration or earlier termination of this Agreement, including Sections 8, 10, 11, 13 and 19, shall so survive.

26. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the

Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

27. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits. It is understood and agreed by Licensee that Railway cannot and will not make any warranties, representations or guarantees that Licensee's communication system (if any), as located on Railway's property, will not be interrupted.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

**CENTRAL OF GEORGIA RAILROAD  
COMPANY**

By: \_\_\_\_\_  
Real Estate Manager

\_\_\_\_\_  
As to Railway

**GARDEN CITY, GEORGIA**

Witness:

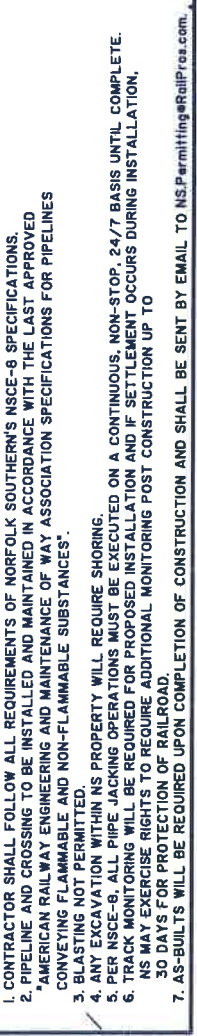
By: \_\_\_\_\_

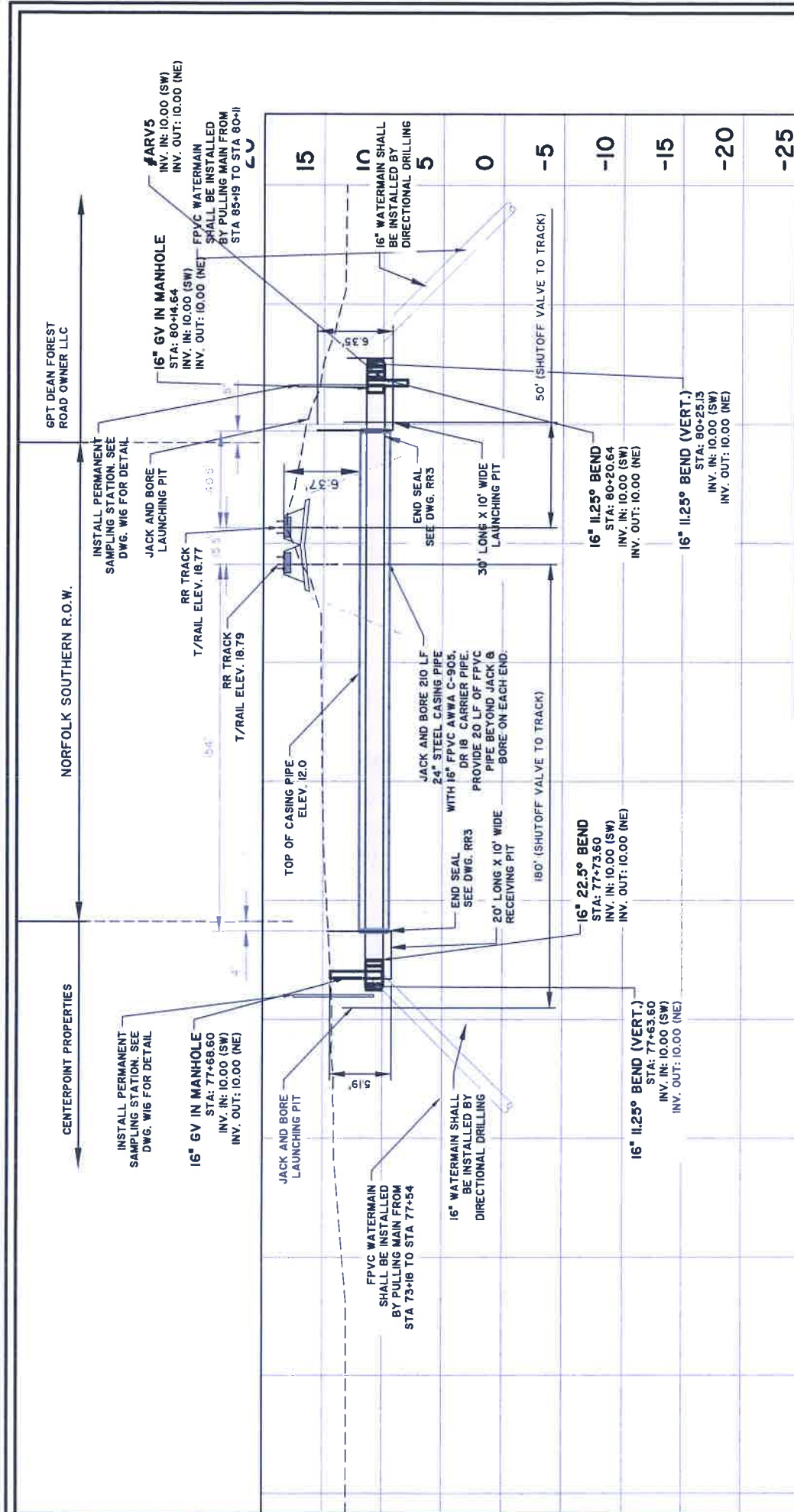
Title: \_\_\_\_\_

\_\_\_\_\_  
As to Licensee

Activity Number: 1303754  
SJS: 11-10-22



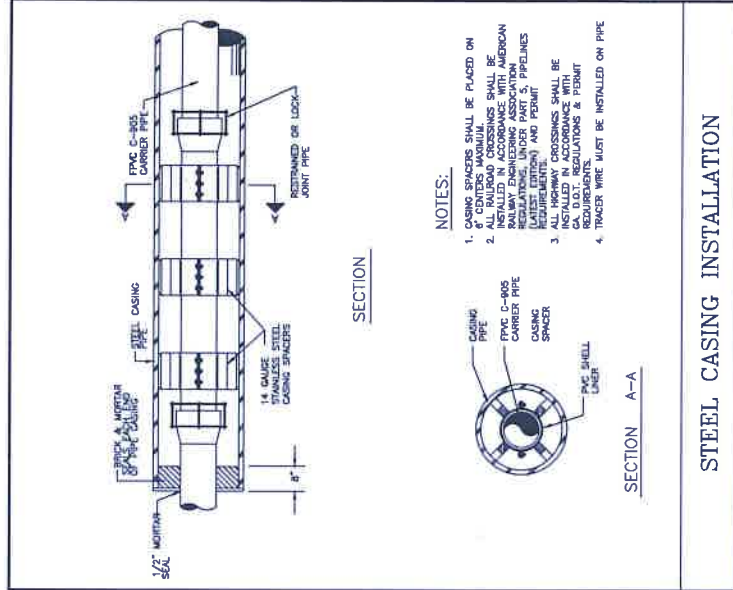




75+50	76+00	76+50	77+00	77+50	78+00	78+50
<b>NORFOLK SOUTHERN RR</b>						
PERMIT APPLICATION 16" WATERMAIN CROSSING BENEATH RR						
CLIENT CENTERPOINT PROPERTIES						
LOCATION: GARDEN CITY, CHATHAM COUNTY, GEORGIA						
DATE: 8/7/22						
JOB NUMBER: J28219.0001						
DRAWN BY: SF						
REVIEWED BY: AB						
SHEET: RR2						
SCALE: 1" = 40'						

**THOMAS & HUTTON**  
Engineering | Surveying | Planning | GIS | Consulting  
50 Park of Commerce Way  
Savannah, GA 31405 • 912.234.5300  
www.thomasthutton.com

CARRIER PIPE		CASING PIPE
CONTENTS TO BE HANDLED	WATER	
MAX. ALLOWABLE OPERATING PRESSURE	235 PSI	
NOMINAL SIZE OF PIPE	16"	24"
OUTSIDE DIAMETER	17.4"	24"
INSIDE DIAMETER	15.35"	23"
WALL THICKNESS	0.97"	0.5"
WEIGHT PER FOOT	32.4 LBS	16.3 LBS
MATERIAL	C905 PVC, DR 18	STEEL
PROCESS OF MANUFACTURE	EXTRUDED	
SPECIFICATION	AWWA C900,905	ASTM A139
GRADE OR CLASS (MIN. YIELD STRENGTH)	N/A	35,000 PSI
TYPE OF JOINT	BUTT FUSION WELDED	WELDED
TYPE OF COATING		N/A
DETAILS OF CATHODIC PROTECTION	N/A	N/A
DETAILS OF SEALS AT ENDS OF CASING	SEE DETAIL LEFT	
CHARACTER OF SUBSURFACE MATERIAL	SAND/CLAY MIXTURE	
APPROXIMATE GROUND WATER LEVEL	APPROX. 10'	
SOURCE OF INFO ON SUBSURFACE CONDITIONS	GEOTECHNICAL INVESTIGATION	



STEEL CASING INSTALLATION

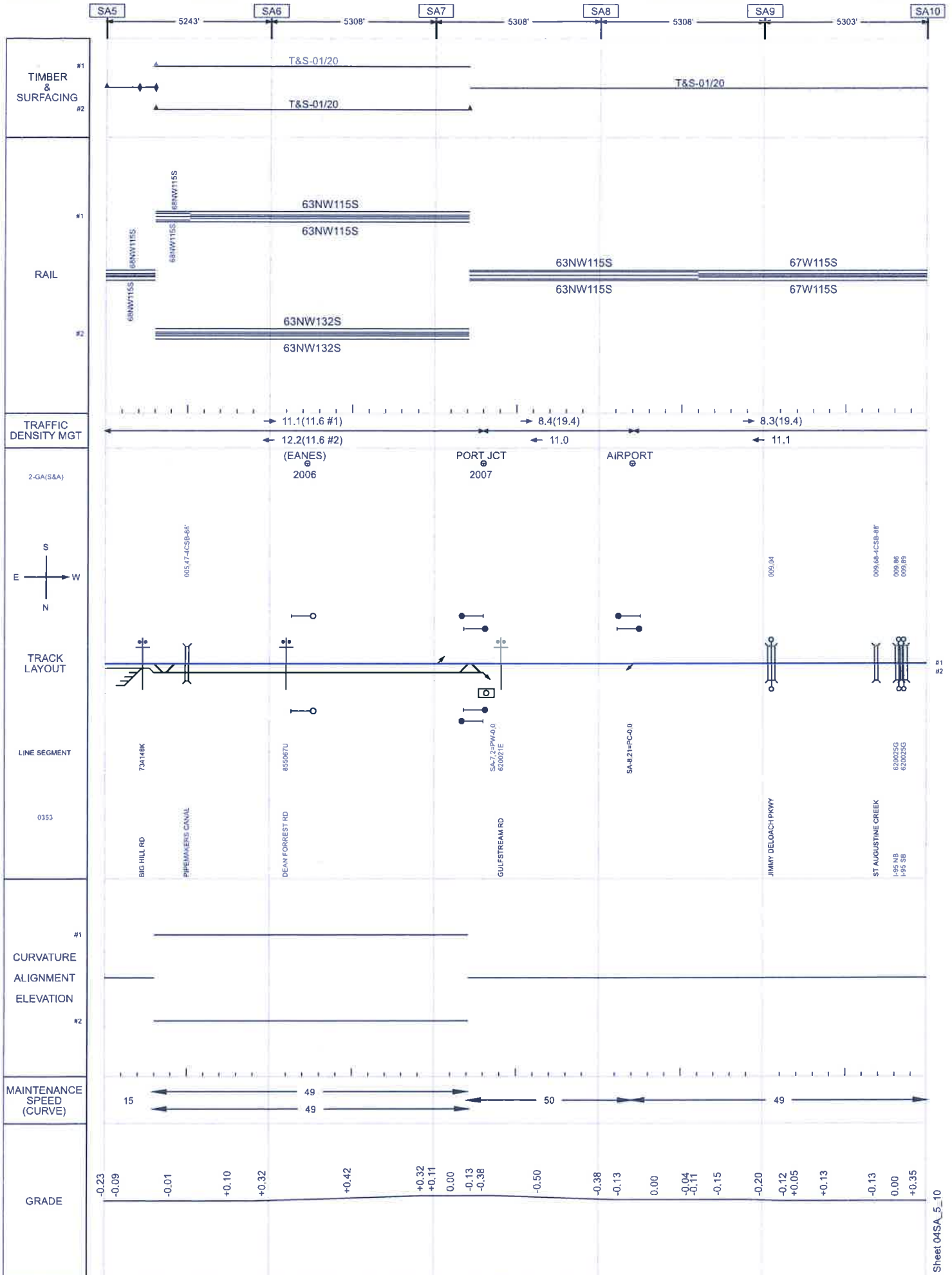
NORFOLK SOUTHERN RR

PERMIT APPLICATION  
16" WATERMAIN CROSSING BENEATH RR  
CLIENT  
CENTERPOINT PROPERTIES  
LOCATION: GARDEN CITY, CHATHAM COUNTY, GEORGIA  
DATE: 8/7/22 DRAWN BY: SF SHEET: RR3  
JOB NUMBER: J-28219-0001 REVIEWED BY: AB SCALE: NONE

THOMAS & HUTTON  
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50 Park of Commerce Way  
Savannah, GA 31405 • 912.234.5300  
www.thomashutton.com





## **RESOLUTION**

**WHEREAS**, on August 8, 2022, Garden City solicited bid proposals for the purchase and residential development of that certain property located at 2779 U.S. Highway 80 in Garden City, Georgia, comprising a total of 10.596 acres, more or less, and being composed of Chatham County, Georgia Tax Parcel Nos. 6-0926-05-016, 6-0926-05-018, 6-0926-05-019, and 6-0926-05-020 (the "Property"); and,

**WHEREAS**, the City's Request for Proposals informed prospective bidders that proposals would be evaluated based on a scoring system described therein which factored in 1) the purchase price, 2) the qualifications and experience of the developer, 3) the consistency of the proposal with the City's current need for a well-designed, affordable, and high-quality residential development, and 4) the development schedule for the development work; and,

**WHEREAS**, the only proposals which were submitted to the City prior to the September 8, 2022, proposal deadline was an undated proposal from Konter Development Company and a proposal from Park Terrace Development, LLC, dated September 8, 2022; and,

**WHEREAS**, the proposal submitted by Konter Development Company proposes to purchase the Property from the City for One Million Nine Hundred Four Thousand Dollars (\$1,904,000.00); to development a residential community on the Property consisting of approximately twenty-four (24) one-bedroom town homes, eight-eight (88) two-bedroom town homes, twenty-four (24) three-bedroom town homes, as well as twenty-four (24) single car garages, sixteen (16) storage units, and amenities consisting of a clubhouse, swimming pool, playground/picnic area, and car wash; and to complete the vertical construction of the development by November 15, 2024; and,

**WHEREAS**, the proposal submitted by Park Terrace Development, LLC, does not offer to purchase the Property, but instead proposes that the Property be sold at a price yet to be determined to a special purpose entity owned by the City or its Housing Authority, if any, which would obtain purchase and development financing from the developer's capital partners, and then contract with the developer for the development and construction of multiple housing types on the Property for a variety of income levels, with the City owning, controlling, and receiving all free cash flow from the residential development once completed on or about October 1, 2024; and,

**WHEREAS**, upon the two proposals being reviewed, evaluated and scored based on the above-mentioned criteria by a seven-person selection committee comprised of City Staff that included several department heads, the proposal of Konter Development Company was given a point total of 4.75 out of a possible 5 points, and the proposal of Park Terrace Development was given a point total of 2.8 points; and,

**WHEREAS**, the Mayor and Council, having reviewed the selection committee's evaluations of the above-mentioned proposals and having further considered the facts and circumstances upon which the evaluations were based, has determined that the proposal of \_\_\_\_\_ offers the highest price for the highest quality and most desirable land development project for the Property;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of Garden City, Georgia, that the proposal of \_\_\_\_\_, be selected for the purpose of commencing negotiations, through the City Manager, for the drafting of a Purchase and Sale Agreement, a Development Agreement, and any other agreement deemed necessary by the City Manager, all of which shall be consistent with the terms of the accepted proposal.

**BE IT FURTHER RESOLVED**, that if the above-stated negotiations are successful, the final drafts of the negotiated agreements shall come before City Council for approval at a later time prior to execution.

**ADOPTED AND APPROVED**, this \_\_\_\_\_ day of November, 2022.

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

**RECEIVED AND APPROVED**, this \_\_\_\_\_ day of November, 2022.

\_\_\_\_\_  
BRUCE CAMPBELL, Mayor



G A R D E N C I T Y

OFFICE OF  
THE CITY MANAGER

Scott Robider

## MEMORANDUM

**To:** Mayor & Council  
**From:** Scott Robider – City Manager  
**Date:** October 31, 2022  
**Re:** Evaluation of Proposals for Residential Development of  
10.596 Acres on US Highway 80, Garden City, GA

The purpose of this memorandum is to provide a summary of the RFP solicitation process, evaluation of Proposals, and the facilitation of information to the City Council for the Council's selection of a purchaser/residential developer for its US Highway 80 property (the "Property").

The City of Garden City recognizes that residential housing is essential in maintaining community vitality, and increasing the number of residents to counterbalance aggressive industrial encroachment is critical. Residential development has been identified as a top priority for City sustainability to provide adequate capacity to support the anticipated future growth of the community.

The City of Garden City has owned the 10.596-acre tract on US Highway 80 for several years, but it has remained undisturbed greenspace. Around 2015, the City proposed developing the Property as a recreational complex to meet the needs of the community in the other districts of the City not served by the Priscilla D. Thomas gym complex. However, as the needs of the City shifted to other key priorities, the development of this Property for recreation was suspended.

The City Council approved an industrial zoning moratorium in May 2022 to revise ordinances and foster and incentivize the construction of new residential development. In this fashion, the City Council authorized the City Staff to prepare a Request for Proposal (RFP) to obtain offers for the purchase and development of the Property. The Request for Proposal was prepared by the City Manager, Scott Robider, in consultation with the City Attorney and City Staff.

On August 8, 2022, the City Staff publicly advertised for qualifications and proposals from companies that could purchase and privately develop the Property. The proposals were required to be submitted within thirty (30) days after posting the RFP advertisement (September 8, 2022).

The advertisement for the RFP was listed on the City of Garden City's website ([www.gardencity-ga.gov](http://www.gardencity-ga.gov)), Garden City's Facebook page, the Georgia Local Government Access Marketplace Website ([www.glga.org](http://www.glga.org)), and the Georgia Procurement Registry ([www.ssl.doas.state.ga.us/gpr](http://www.ssl.doas.state.ga.us/gpr)). These advertisements reached a minimum of a Southeast United States regional audience.



The RFP required respondents to attend a mandatory pre-proposal meeting in person or via Zoom, held on August 19, 2022, at 10 AM. This meeting had three (3) prospective Service Providers present, which are listed below:

- *The Polote Corporation*
- *Ambling/Park Terrace*
- *Konter Realty*

At the pre-proposal meeting, the City Staff provided an overview of the proposal requirements, the desired qualifications for responding purchasers/developers, and the goals of the City in furthering residential development that meets the community's needs. All questions received at the pre-proposal meeting were verbally answered by the City Staff or addressed by email.

Following the terms of the RFP, a deadline of August 26, 2022, was established for all questions from potential purchasers/developers regarding the proposal. The City Staff's deadline to answer all inquiries was August 30, 2022. The City Staff received no questions from any potential service provider regarding the RFP. During the proposal solicitation process, three (3) Addendums were issued to provide supplemental information and clarification for the solicitation. The RFP documents, pre-proposal meeting attendance sheet, and Addendums are attached as Exhibits. Prior to the September 8, 2022, deadline for submitting proposals in response to the Residential Development Opportunity RFP advertisement, two (2) firms submitted proposals to the City Staff for review, which are listed below:

- *Ambling/Park Terrace*
- *Konter Realty*

On October 6, 2022, the two (2) proposals submitted were evaluated by a seven-person Selection Committee comprised of City Staff that included several Department Heads and City Staff. The City Manager was present but did not participate in scoring any proposals. Each Selection Committee Member reviewed the two (2) submissions during a group meeting to evaluate, discuss and score the bids the prospective purchasers/developers submitted.

The following is a summary of the steps taken by the Selection Committee in evaluating the two (2) proposals that were submitted:

- Each proposal was reviewed to determine its compliance with the instructions outlined in the RFP.
- Each potential purchaser/developer was then evaluated with respect to its ability to satisfy the RFP requirements, including but not limited to the requirement of having a successful experience with developing, building, and managing residential communities on properties comparable to the Property.
- Each proposal was also evaluated as to the price the Developer was offering to pay the City for the Property and any contingencies associated with same. Although the purchase price is not the sole deciding factor in selecting a purchase/development proposal, the City must seek the most value for selling this public asset.

A summary of the vital information regarding the two (2) Purchasers/Developers is provided below:

- **Qualifications:** Each company employs management staff with more than 20 years of experience in some aspect of residential development, operations, and management. The years of establishment for each company are as follows:

- o *Konter Realty* was founded in 1962, and *Konter Quality Homes* was started in 1977, both located in Savannah, Georgia. *Konter Company* has grown over the decades with several business divisions such as *Konter Development Company*, *Konter Homes*, and *Konter Management Company*.
  - o *Ambling/Terrace Park* was founded in 1990 in Georgia. *Ambling* has diversified into several divisions, such as *Ambling Property Investments*, *Ambling Management Company*, and *Park Terrace Development*.
- **Experience:** The two (2) companies provided current and prior residential developments, which each firm designed, built, and managed.
  - o *Ambling/Park Terrace* has developed many single-family, multi-family, student housing, and senior living developments. It reports having extensive experience in student housing, market-rate housing, and affordable housing utilizing Low-Income Housing Tax Credits (LIHTC) combined with private equity. It reports providing locally based management services, including a residential property manager, for several of the properties they have built. Its residential community in Statesboro, Georgia (Little Lots Creek) would be the closest property to Garden City.
  - o *Konter Company* has developed numerous single-family, multi-family, and commercial developments. It has decades of experience designing, building, and managing many residential development sectors. *Konter* reports that all developments it builds and manages are held within the family-owned portfolio and not marketed for resale. *Konter* reports that it utilizes traditional financing methods and does not utilize Low-income Housing Tax Credits (LIHTC) or housing vouchers. *Konter* provides management services for all of its properties under the direct supervision of a family member and not an outside firm, allowing local decision-making by a member of the *Konter* family. *Konter Company* already has a community that it built, manages, and owns in Garden City, Georgia (Retreat at Garden Lakes).
- **Staffing and Location:** Each of the Developers has offices within the State of Georgia, and both have locations within Chatham County. Their overall number of employees varies and depends upon the scope of the firm's holdings nationally, regionally, and, most importantly, locally.
  - o *Ambling/Park Terrace* currently has a staff member located in Savannah, Georgia, within a satellite office that provides regional service and support for properties it owns and/or manages. The remainder of the company's staff is based in Statesboro, Georgia.
  - o *Konter Company* has maintained its corporate offices in Savannah, Georgia, since its founding. Additionally, all staffing and support components for its company-owned subsidiaries are based in Savannah, Georgia, with all services being diversified to provide support at each of its properties. *Konter Company* maintains an office in Garden City, Georgia, at the Retreat at Garden Lakes, supervised and managed by a *Konter* family member. *Konter Company* reports that family members(owners) visit its properties daily.
- **Purchase Price:** Each proposal was analyzed concerning the fixed price being offered by the Purchaser/Developer to the City to purchase the Property without any contingencies and pre-closing fluctuations and consideration for any residual returns from the proposed physical development or management of the Property. Although the



price was only one (1) factor considered in the overall RFP, the score given for price (on a scale of 1 to 5) was weighted as forty (40%) percent of the overall score for each proposal.

The proposed purchase price for each firm was as follows:

*Konter Company* offered to pay a fixed purchase price of \$1,904,000.00 for the Property in connection with its development of the same pursuant to its development plans set forth in its RPP response.

*Ambling/Park Terrace* does not offer to purchase the Property in connection with its development of the same pursuant to the development plans set forth in its RFP response. Under *Ambling/Park Terrace*'s proposal, the entity purchasing the property would be a city-formed Special Purpose Entity (the "SPE") owned by either the City or its Housing Authority, if any, which would obtain bond financing to both buy the property from the City at a reduced purchase price between \$1,350,000.00 and \$1,500,000.00 (using most of the loan proceeds to develop the Property as opposed to the purchasing same), and develop it pursuant to a development agreement with *Ambling/Park Terrace*. The City, through the SPE, would own, control, and receive all free cash flow from the developed property indefinitely. Even though the City's RFP contemplated an outright sale of the Property to the successful proposer, which, in this case, would be *Ambling/Park Terrace*, the developer's proposal offers instead a partnership between itself and the City's SPE for the development of workforce housing which would be owned by the City and provide an ongoing income stream to the City instead of simply a one-time sale.

**Price Comparison:** To further illuminate the Purchase Price details, the City Staff has prepared a summarization of each Developer's direct offer for the property below:

- o *Konter Company* - \$1,904,000.00 (firm)
- o *Ambling/Park Terrace* - \$0.00

<i>Price &amp; Score Chart</i>		
<i>Company</i>	<i>Konter</i>	<i>Ambling</i>
<i>Developer's Total Purchase Price</i>	\$1,904,000.00	\$0.00
<i>Score</i>	5.00	1.00

**Scoring Summary:** Based on the scoring system outlined by the Selection Committee for this RFP, the highest-ranked Developer was *Konter Company*, with a score of 4.75, and *Ambling/Park Terrace* was second, with a score of 2.80. (Exhibit attached). The Selection Committee believes that both Developers are qualified as outlined in the current RFP. Still, the failure of *Ambling Park Terrance* to purchase the Property negatively affects the developer's proposal score on a project which contemplated the private ownership and development of the Property.

Based on a thorough review by the Selection Committee of the qualifications/experience, the proposed conceptual plan, and the purchase price proposal of each Developer, the Selection Committee recommends that the City Council carefully evaluate the information provided and select the developer who best achieves the purpose of the City's RFP as well as the overall goals which this project will achieve.



**City Council Action:** It is highly recommended that the City Council elect to award this contract on November 17, 2022, to a Developer of the Council's choice.

Assuming the Contract is awarded on November 17, 2022, the City Staff will work with the City Attorney to finalize the contract for execution by the City and the successful Developer.

In the interim, a Resolution has been prepared to allow the City Manager and Attorney to execute a Sales Agreement within the provisions outlined in the RFP defined in the *Timeline, Contract, and Deposit language*. (RFP page #11). Alternatively, the City Council can instruct the City Manager to reject all proposals and recommence the RFP process for the sale and development of the Property under a new procurement.

Attachments: Request for Qualifications and Proposals  
Service Provider Cost Proposal Summary  
RFP Scoring Sheet for Developers

## RFP for Purchase of HWY 80 Property

CRITERIA	VENDOR SCORING		
	Weight of each Criterion	Park Terrace Development	Konter Development
A Purchase Price	40%	1.00	5.00
B Qualifications & Experience	15%	5.00	5.00
C Proposed Concept Plan	30%	3.00	4.17
D Development Schedule	15%	5.00	5.00
<b>TOTAL</b>		<b>2.80</b>	<b>4.75</b>

Score	
1	POOR
2	FAIR
3	AVERAGE
4	GOOD
5	EXCELLENT



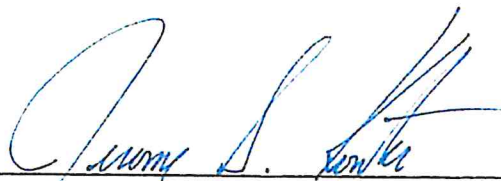
# *Proposal to purchase*

**10.596 Acre Residential  
Development Opportunity on  
US Highway 80 in Garden City, GA**

# Offer Terms

Konter Development Company proposes to purchase the property from Garden City, GA for One Million Nine Hundred and Four Thousand Dollars (\$1,904,000.00).

Konter Development Company proposes a Sixty Day (60) due diligence period commencing upon the execution of a Purchase and Sale Agreement. Konter Development Company proposes a further exception to the due diligence period that confirms that all Purchaser's deposits shall be fully refundable should the future USACE Wetland's Delineation/Determination be determined to be materially different than the current exhibit supplied in the Garden City RFP.

A handwritten signature in blue ink, appearing to read "Jeremy S. Konter", is written over a horizontal line.

Konter Development Company  
22 Commerce Pl.  
Savannah, GA 31406



**Purchase Price of the Property**

Park Terrace recognizes that this proposal is outside of the simple purchase offers that this RFP may have anticipated. We hope, however, that the City leadership will recognize this opportunity is much greater than a simple sale of the property, and that it provides much more benefit to the City in terms of not only financial benefit, but the production of housing and the level of control the City will have.

As such, there are multiple possible scenarios for the purchase of the property. As the current owner of the property and the proposed 100% owner of the future development contemplated by this proposal, the City will in essence be purchasing the property from itself. As a result, Park Terrace will not be providing any earnest money deposit.

The simplest scenario would be for the city to use funds from the proposed development financing to purchase the property from itself. Our analysis of comparable land sales indicates that the property could be purchased for \$1,350,000 to \$1,500,000. In this scenario, Park Terrace would propose that a purchase contract be drafted which sets the purchase price at \$1,500,000, subject to appraisal, and that the special purpose entity created for this development purchase the property from the City for the appraised value.

However, perhaps the best value proposition for the City is to sell or lease the land to its proposed special purpose entity for nominal value in order to reduce the total development cost of the development and reduce the ongoing debt service the City entity will pay in future years. This will obviously reduce the initial cash proceeds to the City but will generate significant long-term cash flow and value to the City. An analysis of projected cash flows to the City over the first ten years of stabilized operations at a 10% discount rate shows that the approximate net present value to the City is over \$3,000,000. Furthermore, the sum total of these cash flows is nearly \$6,000,000 over ten years.

Based on the unique financing and ownership structure of this proposal, the City has immense flexibility with the structure of the purchase price. Park Terrace welcomes the opportunity to work with the City to better understand the City's vision and goals relative to up-front cash proceeds versus long-term value.





conceptual development budget are shown below. Upon successful selection of the Park Terrace proposal and team, we look forward to sharing additional details of this financing plan and refining the plan in cooperation with the City.

- **Conceptual Uses of Funds: \$50,250,000**
  - Site Acquisition\* - \$0 to \$1,350,000
  - Construction - \$30,600,000
  - Finance, Legal, Reserves, and other Soft Costs - \$16,275,000
  - Developer Fee - \$2,700,000

\*See Purchase Price section of this proposal

- **Conceptual Sources of Funds: \$50,250,000**
  - Tax-Exempt Bond Proceeds: \$50,250,000
  - City Funding: \$0
  - Investor Equity: \$0

- **Projected Annual Net Income to City**
  - Year 1 - \$368,443
  - Year 5 - \$556,066
  - Year 10 - \$804,375

Stabilized Year	1	2	3	4	5	6	7	8	9	10
Gross Rent	\$ 4,125,000	\$ 4,207,500	\$ 4,291,650	\$ 4,377,483	\$ 4,465,033	\$ 4,554,333	\$ 4,645,420	\$ 4,738,328	\$ 4,833,095	\$ 4,929,757
Other Income	\$ 41,250	\$ 42,075	\$ 42,917	\$ 43,775	\$ 44,650	\$ 45,543	\$ 46,454	\$ 47,383	\$ 48,331	\$ 49,298
(Vacancy)	\$ (291,638)	\$ (297,470)	\$ (303,420)	\$ (309,488)	\$ (315,678)	\$ (321,991)	\$ (328,431)	\$ (335,000)	\$ (341,700)	\$ (348,534)
Effective Gross Income	\$ 3,874,613	\$ 3,952,105	\$ 4,031,147	\$ 4,111,770	\$ 4,194,005	\$ 4,277,885	\$ 4,363,443	\$ 4,450,712	\$ 4,539,726	\$ 4,630,521
Operating Expenses	\$ (1,012,384)	\$ (1,042,755)	\$ (1,074,038)	\$ (1,106,259)	\$ (1,139,447)	\$ (1,173,630)	\$ (1,208,839)	\$ (1,245,104)	\$ (1,282,457)	\$ (1,320,931)
Replacement Reserves	\$ (37,500)	\$ (38,625)	\$ (39,784)	\$ (40,977)	\$ (42,207)	\$ (43,473)	\$ (44,777)	\$ (46,120)	\$ (47,504)	\$ (48,929)
Net Operating Income	\$ 2,824,729	\$ 2,870,724	\$ 2,917,325	\$ 2,964,533	\$ 3,012,352	\$ 3,060,782	\$ 3,109,827	\$ 3,159,487	\$ 3,209,765	\$ 3,260,660
Debt Service	\$ (2,456,286)	\$ (2,456,286)	\$ (2,456,286)	\$ (2,456,286)	\$ (2,456,286)	\$ (2,456,286)	\$ (2,456,286)	\$ (2,456,286)	\$ (2,456,286)	\$ (2,456,286)
Net Free Cash Flow	\$ 368,443	\$ 414,439	\$ 461,039	\$ 508,248	\$ 556,066	\$ 604,496	\$ 653,541	\$ 703,201	\$ 753,479	\$ 804,375

At any time during the lifespan of the development the City as the owner of the property will have the option to sell the property. Based on the conceptual projections developed at this early stage, we believe that the following approximate values could be generated for the benefit of the City in the future. The following hypothetical scenario illustrates the potential proceeds from a sale of the property in year 10.

Year 10 Projected Value:	\$59,280,000
Estimated Sales, Broker, and Closing Costs (10%):	\$5,928,000
Year 10 Outstanding Mortgage Balance:	\$45,000,000
Potential Net Proceeds from Sale:	\$7,000,000-\$9,000,000





At any time during the lifespan of the development the City as the owner of the property will have the option to refinance the property. While a refinance would generate less net proceeds, it would allow the property to remain on the City's balance sheet and the City would continue to receive annual cash flow from the property.

Year 10 Projected Value:	\$59,280,000
Projected New/Refinance Loan Proceeds:	\$47,424,000
Year 10 Outstanding Mortgage Balance:	\$45,000,000
Year 10 City Equity in Property:	\$11,856,000
Potential Net Proceeds from Refinance:	\$2,424,000
Retained Equity in Property:	\$11,856,000
Total Value to City (Cash Proceeds + Equity):	\$14,280,000







**Evaluation Criteria & Basis of Award**

Park Terrace firmly believes that this proposal offers the City a superior development option which maximizes initial and long-term financial value to the City, while also providing the City with a much greater level of control over the final housing product design and ongoing operations. With respect to each of the scoring categories noted in the RFP, we believe that this proposal maximizes the available points in each category, and in fact surpasses the evaluation of any competing proposal for a simple land purchase

**Purchase Price - 40 points**

As discussed earlier in this proposal, Park Terrace's proposed development could match the appraised value of the property, above which any prospective purchaser would struggle to successfully close this transaction. Nearly all financing types will limit the final purchase price to the appraised value. The Park Terrace proposal provides significant additional financial benefit to the City by offering a projects \$6,000,000 in total cash flows to the City over ten years.

**Qualifications and Experience - 15 points**

The combined experience of Park Terrace and its parent company Ambling is simply unmatched. Our track record of successfully developing over \$1.5 billion in residential product ensures the City that this will be a high-quality development, delivered with professionalism and diligence.

**Proposed Concept Plan - 30 points**

Park Terrace has proposed what we believe is a thoughtful, attractive conceptual plan for this site, which incorporates multiple housing types to create a variety of housing experiences for all potential households in Garden City. This financing structure also offers the flexibility to match these mixed residential uses to a variety of income levels within the same development – a level of flexibility which a purely profit-motivated developer/owner would likely be unable or unwilling to match. Furthermore, as the proposed owner of this development, the City will have an immense level of control over the final design concept as it is refined with input from the City and community.

**Development Schedule 15 points**

As discussed in the Schedule section of this proposal, due to the increased complexity of this proposal as compared to a simple sale, the schedule may be a bit longer than originally anticipated. However, even with this additional complexity, our proposed schedule generally meets with the timelines contained in the RFP and discussed at the pre-bid meeting. The Park Terrace team is prepared to move as fast as the City desires in the prudent due diligence, conceptualization/design, and construction of this project for the benefit of the City and its citizens.

**Total Points 100 points**

In summary, Park Terrace is confident that upon thoughtful review and consideration of this proposal, the City will agree that this proposal offers the maximum benefit to the City in multiple ways. We sincerely look forward to working with the City to further its housing goals through this proposal and future developments.



## **GARDEN CITY RESOLUTION**

WHEREAS, the City has a need for purchasing a 2022 Ford F-150 4 X 4 Regular cab truck for use by the City's Planning and Zoning Department in performing building inspections and detecting code violations; and,

WHEREAS, the Planning and Zoning Department is currently utilizing former police department vehicles purchased in 2008 which have high mileage, require frequent repairs, and do not have four-wheel drive, for evaluating large off-road project sites in slippery weather conditions; and,

WHEREAS, the purchase of the above-described well-needed vehicle can be sufficiently funded by the City's 2022 General Operating Fund for the Planning, Zoning, & Building Department;

WHEREAS, City Manager has solicited price quotes from area dealerships on the above-described vehicle, resulting in the following lowest and most responsible proposal for sale:

<u>Vendor</u>	<u>Vehicle Description</u>	<u>Offering Price</u>
O.C. Welch Ford 4920 Independence Blvd. Hardeeville, SC 29927	2022 Ford F-150 4 X 4 Regular Cab - 8' Cargo Box 141" WB XL (F1E) Color: Black 400 HP Engine @ 6000 RPM Ten-Speed Select Shift Automatic Seating Capacity: 3 36-Month/36,000-Miles Basic Warranty 60 Months/60,000 Miles Powertrain Warranty	\$36,895.00

and;

WHEREAS, the City Manager has recommended that the City enter into a purchase contract or purchase order for the above-described vehicle with O.C. Welch Ford for the price quote of \$36,895.00, said amount being both fair and reasonable, and within the range of pricing established by the Georgia Statewide Contract for such vehicles established by the State Purchasing Division of the Georgia Department of Administrative Services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Garden City, Georgia, that the proposal of O.C. Welch Ford to sell the City one (1) 2022 Ford F-150 4 X 4 Regular Cab, 8' Cargo Box, 141" WB XL truck at the price of \$36,895.00 be accepted, and that a contract or

purchase order for the purchase of the vehicle be negotiated and entered into between the City Manager and the vendor.

BE IT FURTHER RESOLVED, that the purchase price for the vehicle be funded through cash from the City's General Operating Fund for the Planning, Zoning & Building Department, and that the FY2022 budget be amended to include the vehicle as a budgeted item approved by Mayor and Council for purchasing by the City.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign the purchase contract or order for the vehicle as well as all other documents associated therewith in the name of the City, with the City Clerk's attestation to said Manager's signature.

ADOPTED AND APPROVED this \_\_\_\_ day of November, 2022.

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

Received and approved this \_\_\_\_ day of November, 2022.

\_\_\_\_\_  
BRUCE CAMPBELL, Mayor