

**A G E N D A**  
***City Council Meeting***  
***Monday, December 5, 2022 – 6:00 p.m.***

➤ **OPENING**

- **Call to Order**
- **Invocation**
- **Pledge of Allegiance**
- **Roll Call**

➤ **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

### **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 21, 2022, Pre-Agenda Session Minutes and Council Meeting Minutes.

**City Manager's Report**

- Updated and announcements

➤ **ITEMS FOR CONSIDERATION**

- **Ordinance - Occupational Tax Amendment:** 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.
- **Resolution – Preliminary Subdivision Plan:** A resolution approving the preliminary plan for the subdivision of a 17.69-acre tract located at 0 Constantine Road into seventy-six proposed town home lots owned by John A. Usher, Alan D. Usher, and Mark S. Usher.
- **Resolution – Off-Duty Officer Management Agreement:** A resolution authorizing the engagement of Off Duty Management, Inc., for coordinating, managing, and providing the services of off-duty uniformed police officers for outside employment.
- **Resolution - Ethics Committee Appointment:** A resolution to appoint a Garden City resident, to serve on the City's Ethics Committee for a two (2) year term running from the effective date of this resolution until the City Council appoints his/her successor.
- **Resolution - City Council Meeting Schedule Amendment:** A resolution to amend the regular meeting schedule of the Garden City City Council; to eliminate the January 2, 2023, regular meeting of the city council due to the New Year's Day holiday; to eliminate the January 16, 2023, regular meeting of the City Council in observance of Martin Luther King, Jr., Day; and to establish a meeting of the City Council on January 17, 2023.

➤ **ADJOURN**

## SYNOPSIS

### Pre-Agenda Session

**Monday, November 21, 2022 - 5:00 p.m.**

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

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

**Staff Present:** Scott Robider; James P. Gerard, City Attorney; Captain Joseph Papp, Garden City Police Department; Carlos Nevarez, Fire Marshall; Cliff Ducey, Recreation Director; Chris Snyder, Systems Administrator; Yolanda Irizarry, HR Director; and Veronica Enoch, Executive Assistant.

**Staff Absent:** Rhonda Ferrell-Bowles, Clerk of Council; Mike Dick, Fire Chief; Gil Ballard, Police Chief; and, Jon Bayer, Water Operations.

1. City Manager's Report.

City Manager started the meeting by addressing a copy of a letter sent by Savannah Mayor Van Johnson to the Chatham County Commissioner requesting that the Chatham County municipalities and the County enter into a LOST Agreement renewing the current LOST allocation of 23% to the County, and 77% to the municipalities. According to the City Manager, based on the criteria laid out by State law and certain data collected by the municipalities, the cities are actually entitled to receive about 82% of the LOST revenues. However, for the purpose of getting the LOST Agreement signed by the December 31, 2022, deadline, he reported that Savannah is willing to keep the LOST distribution the same for the next ten years. According to the City Manager, Savannah has pledged to apportion the municipal portion of the LOST revenues amongst the cities in such a way as to make them whole at their current respective rates. By doing so, all of the cities which gained population during the last ten years, including Garden City, would not be able to financially benefit by the population increase by receiving a larger portion of the LOST revenues. He indicated that Chairman Ellis may not accept the cities' compromise offer and instead may continue asking for 50% of the LOST revenues for the County. The City Manager encouraged the Councilmembers to contact the Chatham County Commissioners for the purpose of asking them to encourage

Chairman Ellis to put his partisanship aside and accept the compromise offer of the cities. The proposed compromise arrangement of keeping the status quo has allowed the City to budget for next year based on the current level of LOST revenues and the income received from ad valorem real estate taxes. If a LOST Agreement is not signed by the December 31 deadline, the City Manager warned Council that the budget will have to be amended to address the loss of LOST revenues and an increase in the millage rate. According to the City Manager, the City's millage rate would probably have to triple in order to compensate for the loss of LOST revenues.

2. Review of Public Hearing Matters.

- (a) The City Manager indicated that there would be a public hearing on an amendment to the City's Occupation Tax Ordinance to delete a provision from the Ordinance which provides that no business shall pay occupational tax in excess of \$5,000.00. The City Manager indicated that the proposed amendment arises from the unfairness of large warehouse businesses making millions in sales having to pay just the cap amount of \$5,000.00 which is the same amount a local Mom and Pop building supply business making much less in income would have to pay. He reported that warehouse owners are not concerned about the removal of the cap in that they usually pass the tax onto their tenants to pay.
- (b) The City Manager also indicated that there would be a public hearing on the preliminary plan of Clay Price of Simcoe of Mosswood, LLC, for the subdivision of the 17.26 acre Usher Tract behind City Hall at O Constantine Road. The City Manager reported that preliminary plan proposes for the M-zoned tract to be divided into 76 lots for owner-occupied town homes which will face Constantine Road. Upon Councilmember Marcia Daniel's raising a question about the extension and improvement of Constantine Road, the City Manager indicated that the City is working on improving the road which may include making it two-laned, installing a median, and providing landscaping.
- (c) The City Manager reported that there would be a public hearing on the Manager's Alcoholic Beverage License Application of Brandon Demetri White to sell wines, beer, and/or malt beverages at Food Lion Store No. 811 at 109 Minus Avenue. As an aside to discussing the application, Councilmember Kim Tice remarked on how all of the store's shopping carts are missing.

3. Review of Council Agenda Items.

- (a) The City Managers asked if there were any questions or comments on any of the minutes, staff reports, or updates and announcements in the agenda package. There were none.
- (b) The City Manager indicated that the first item for consideration at the meeting would be a **re-zoning map amendment ordinance** for certain property located at **174 Minus Avenue** (next to the Kingston Motel) owned by Prism Hospitality, LLC (PC2235). According to the City Manager, the proposed ordinance amendment changes the property's zoning classification from C2A to Mixed Use (M) which will accommodate

the property's intended use as an apartment complex consisting of one and two-bedroom apartments, similar to Tapestry Park behind City Hall. The apartments have the potential of being leased to Georgia Port Authority workers. A general development plan for the apartment complex has already been submitted to the City for later consideration. The principal of the owner is Suneal Patel who also owns the adjacent Kingston Hotel as well as the Baymont Hotel and Iris Garden Inn in the City.

- (c) The City Manager indicated that the second matter for consideration would be a **resolution to adopt the fire protection service fee rate** as of January 1, 2023, so as to provide sufficient funds to implement and provide fire services to the service areas of the Garden City Fire Department. He indicated that one of the consequences of the new fee rate would be to reapportion 42% of fee collections to commercial and industrial customers. The minimum monthly fee for a residential lot with a home was reported to be \$11.67. The City Manager stated that the billing would be going from monthly (being placed on the City's utility bill) to annually (being placed on the County's tax bill). Councilmember Gwyn Hall voiced concern over people on a fixed incomes getting the annual bill at the end of the year and not having enough money to pay it in one lump sum. The City Manager responded by stating that the City would be educating the public on the fee change through Facebook, its website, and individual mail-outs which all will stress to residents the importance that they save about \$12.00 per month to put towards their payment of the end-of-the-year bill in the approximate amount of \$144.00. In response to a question posed by Councilmember Marcia Daniel on how tax-exempt non-profit corporations would receive a fire fee bill, the City Manager stated that the non-profits would be receiving a tax bill from the County showing just a fire fee, and no tax, due and payable. According to the City Manager, the Chatham County Tax Commissioner would commence collecting fire fees next fall to cover the period from July 1 to December 31, 2023; the City still collecting the fee for the first six months of the year.
- (d) The City Manager asked if there were any questions about the updated **FY2023 Fee Schedule** to be approved at the meeting. He indicated that all of the fees remained the same with the exception of an increase in the land disturbance permit application fee in the Planning Department. When questioned by Councilmember Natalyn Morris about there being no fee listed for the rental of the Senior Citizens Center, the City Manager explained that the Senior Center is never rented since it is required to be made available to the senior citizens of the City on a full-time basis pursuant to the terms of the grant which financed the building of the center.
- (e) The City Manager stated that the **FY2023 Budget** was also to be formally adopted tonight through the adoption of a resolution after having been the subject of both a Mayor and Council workshop session open to the public, and an advertised public hearing on November 7, 2022. A copy of the budget had also been made available to the public on the City's website, Facebook and the City Hall lobby bulletin board.
- (f) The City Manager indicated that Mayor and Council has to approve a contract with

Norfolk Southern agreeing to a number of conditions in order for an underground City-owned water line to cross the railroad's right-of-way on its path from Big Hill Road to 2509 Dean Forest Road through certain property owned by CenterPoint Dean Forest, LLC. According to the City Manager, the water line will be providing a water source for the CenterPoint warehouse project as well as improving the volume and pressure of water being supplied to properties in Garden City North of Dean Forest Road. The City Manager indicated that CenterPoint would be installing the waterline and applying for all permits in connection therewith at its sole cost and expense.

While on the subject of railroads, Councilmember Natalyn Morris reported that CSX Railroad had blocked Highway 21 for over 1.5 hours last week while having to wait for a train ahead of it to leave its loading/unloading site. She stressed the importance of the City's continuing to complain to the Federal Railroad Administration about these blockages. Councilmember Kim Tice expressed hope that Georgia Port Authority's Mega Rail Project would commence in January so that the City could expect some relief from these rail blockages in the not-so-distant future.

The City Manager also mentioned that the railroad stop signs on the extension street behind the Sunoco gas station had been taken down after residents questioned the need for them in light of the continued presence there of railroad red lights and arms.

- (g) The City Manager then discussed the need for the Mayor and Council to pass a resolution acting upon the bid proposals of Konter Development Company and Park Terrace Development, LLC, to purchase and residentially develop the City's property at 2779 Highway 80. He indicated that representatives of both developers were present to answer any questions. When the City Manager asked the Mayor and Council whether each one understood the differences between the two proposals based on the information which had been provided them, everyone answered in the affirmative. The City Attorney added that if any Councilmember determined during the meeting that they needed information about either proposal in addition to what they had already been provided, the representatives of the bidders could come forward during the meeting to provide same. Councilmember Debbie Ruiz did express some concern over what buffers would be installed between the subject property and the adjacent established residential subdivision, but the City Manager told her that the subject of buffers would not be addressed until a development agreement was negotiated and entered into between the successful bidder and the City after the project is awarded.
- (h) The City Manager reminded the Mayor and Council of having to pass a resolution for the purchase of a 2022 Ford F-150 truck for use by the City's Planning and Zoning Department in performing inspections and detecting code violations. According to the City Manager, the Planning and Zoning Department is currently utilizing, for such purpose, a former police vehicle purchased in 2008 which has high mileage and does not have four-wheel drive. He recommended accepting the price quote of O.C. Welch Ford of Hardeeville, South Carolina, in the amount of \$36,895.00 which was much less than the City's budgeted estimate amount of \$45,570.00, and which was within the range of

pricing established by the Georgia State Contract for such vehicles established by the State Purchasing Division of the Georgia Department of Administrative Services.

- (i) Councilmember Richard Lassiter asked why the Council's appointment of a replacement for Councilmember Gwyn Hall's position on the City's Ethics Committee had not been placed on the agenda for the November 21, 2022, Council meeting. The City Manager reminded Councilmember Lassiter that he had told Mayor and Council at the November 14, 2022, workshop that the matter would be placed on the agenda for the December 5, 2022, meeting in order to accommodate some of the Councilmembers who wanted some extra time to become educated as to the duties and responsibilities of an Ethics Committee member before nominating a candidate for the position.

4. Mayor's Report.

The Mayor had brief discussion with Council about the following:

- (a) The properties at the intersection of Minus Avenue and Third Street constitute nuisances which need to be abated by the City in order to prevent them from endangering the public health or safety as a result of their unsanitary or unsafe conditions. Concern was also expressed about the large amounts of petroleum products which are being hauled onto the former business office of MC Anderson on Minus Avenue.
- (b) The Highway 80 truck stop has changed ownership and needs to be monitored to make sure that it is not used for permanent truck storage, or for loitering.
- (c) Mayor Campbell reported to the City Manager that he had received a call from the owner or manager of the El Cheapo convenience store at the corner of Highway 21 and Minus Avenue about the loitering which was going on behind the store. The owner or manager would be more than willing to sign an agreement with the City and erect "No Trespassing" signs in order to enlist the help of City Police Department to come onto the premises to prosecute the loiterers for criminal trespass.
- (d) Councilmember Gwyn Hall remarked that he had seen a car wash pop up alongside the El Cheapo convenience store at the intersection of Highway 21 and Minus Avenue, and questioned whether such a use was permitted under the City's zoning laws.
- (e) Councilmember Richard Lassiter reported that he had seen an increase of homeless people coming into his district. Even though many homeless people had previously camped out in the wooded area on the property owned by the Everlasting Life Christian Church off of Sparkman Drive, the pastor of the church had not recently reported seeing any homeless people there.
- (f) Councilmember Natalyn Morris reported that there was much discussion at a recent community meeting about the private road running southeasterly/northwesterly through the property of Everlasting Life Christian Church which connects the western terminus of

Byck Avenue in Chatham Villa Subdivision with Sparkman Drive. According to Councilmember Morris, she was informed by Board of Education officials that the private road is caving in and poses a serious threat to the local school buses which often use the road to transport children out of Chatham Villa as opposed to using Chatham Villa Drive and turning left onto Highway 21. She stated that the Board is hoping that a partnership can be developed between the City, Board, and church to abate the safety concern. The City Manager indicated that he would look into the problem and try to find a solution which did not involve cutting off of the private road from continued school bus travel.

- (g) Councilmember Natalyn Morris reported that on December 10, 2022, between 11 a.m. and 2 p.m. o'clock, there would be a dinner for the homeless at the Food Lion parking lot sponsored by the Cricket House, Food Lion, the Hibbett, and S2S Facts. In addition to free food, clothing will also be given out.
- (h) A follow-up report was provided for the November 18, 2022, fire at the Azure Apartments at 1326 West Highway 80. Eleven (11) Garden City fire department personnel were at the scene of the fire. The fire crews encountered very heavy smoke and severe heat conditions. Savannah and Port Wentworth supplied both personnel and equipment to help extinguish the fire. Altogether, there was a total of 37 working firefighters and approximately 10 fire apparatus actively used at the scene. There were also 2 EMS units with 4 EMS personnel present. The cause and origin of the fire is still under investigation. A new apartment building will have to be built. There were no reported injuries that needed medical attention. Donations have been made by several Garden City businesses to help renters whose belongings were destroyed in the fire.
- (i) Discussion ensued on whether all of the apartment complexes within the City had adequate access and/or connections to fire hydrants.
- (j) Marcia Daniel asked when the City's fire station lease at the Georgia Port Authority would be terminated and the City would be vacating the premises. The City Manager indicated that even though the lease terminates at the end of 2022, the City had yet been asked to turn over the station to the Authority; to the contrary, the Authority has wanted the City to remain manning the facility. The City has already spent significant time to locate a replacement fire station facility.
- (k) The City Manager reported that a Request for Proposals will soon be published for the administration services necessary for the engineering, design, permitting, and construction of the City's new gym and stadium. According to the City Manager, the City has sufficient money in the SPLOST fund to pay for the design phase of the gym and stadium project. The future phases of the project will be funded by sources which include, but are not limited to, the sales proceeds generated by the City's sale of its 2779 U.S. Highway 80 property, and by the sales proceeds generated by the City's sale to the Board of Education of the Highway 21 Gym and Stadium which is anticipated to close

before the end of the year.

At 5:55 p.m., the Pre-Agenda Session of City Council was closed.

## M I N U T E S

### **City Council Meeting**

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

**Call to Order:** Mayor Campbell welcomed everyone and called the meeting to order at 6:00 p.m.

**Opening:** Bruce Campbell, Pastor of the Oak Grove Missionary Baptist Church (and also Mayor of the Garden City City Council) gave the invocation and invited everyone to join in the pledge of allegiance to the flag.

**Roll Call:** The roll call conducted by James P. Gerard, substituting for the absent Clerk of Council, reflected the following:

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

**Council Members Absent:** None.

**Staff Present:** Scott Robider, City Manager; James P. Gerard, City Attorney; Joseph Papp, Police Captain; Carlos Nevarez, Fire Marshall; Cliff Ducey, Recreation Director; Chris Snyder, Systems Administrator; Yolanda Irizarry, HR Director; Cliff Davis, Public Works Director; and, Veronica Enoch, Executive Assistant.

**Staff Absent:** Rhonda Ferrell-Bowles, Clerk of Council; Mike Dick, Fire Chief; Gill Ballard, Chief of Police; and, Jon Bayer, Water Operations.

**Opening:** Mayor Campbell announced that City Council had held a Pre-Agenda Session prior to the meeting whereat no decisions or votes were made.

**Presentation of Proclamation for Retired Educators Day Proclamation:** The City Manager read a proclamation into the record expressing the City's appreciation for the more than 130,000 retired educators who have devoted their time and talents to public education in our State by motivating and inspiring students to use their talents and abilities to the fullest, using their experience and skill to enrich the education process in varied settings, and staying involved in community activities. In recognition of such contributions of retired educators, the City reiterated Governor Kemp's proclaiming November 6, 2022, as Retired Educator's Day in Georgia.

**Formal Public Comments:** Mayor Campbell announced that no formal requests for public comment had been made prior to the meeting.

**Informal Public Comments:** Mayor Campbell then gave an opportunity for informal comments by anyone who wanted to speak informally about a subject concerning the City.

**MonaLisa Monroe** of 100 Town Center Drive announced that the Garden City Housing Team was holding a gala at the Tapestry Apartments on December 15, 2022, at 6 p.m. o'clock to support the organization's Roofs and Ramps project in 2023. She was appealing to all business owners and residents (including Councilmembers) to sponsor or donate money for the event. The project is crucial to many Garden City residents who need their roofs and ramps fixed. She reported that the Housing Team had just received a grant in the amount of \$400,000.00 from the Georgia Department of Community Affairs, but that the grant money is limited for use on renovating and rehabilitating only six homes in the City, and did not cover roof and ramp work on the many other homes in the City in need of roof and ramp repair work. She said that the cost of renovating or repairing 15 roofs and ramps within the City would be approximately \$25,000.00. She indicated that the Housing Team has several projects planned for 2023, and was hopeful that the City could become a partner with the Housing Team for the purpose of accomplishing the goals of such undertakings. She encouraged any local construction or painting companies which may wish to donate labor and equipment for the Roofs and Ramps project, or any residents who simply wish to contribute their skills or money to the cause, to contact her by phone at 912/373-5964 or by e-mail at [www.supportgcht.org](http://www.supportgcht.org).

**Lori Laken** of 103 Live Oak Lane in The Oaks Subdivision reported that the Subdivision has had car speeding problems during the last couple of years which endanger the safety of children and walkers in the neighborhood. She requested that speed limit signs be posted at the appropriate places in the community. The City Manager reported that signs would be installed latter this year.

**Wayne Joyner** of 111 Live Oak Lane in The Oaks Subdivision stated that he had been a resident of The Oaks for 15 years and had previously spoken to City officials about the speeding problem in the neighborhood. He requested the installation of approximately 12 speed limit signs within the subdivision. The City Manager indicated that the City will start with 3 or 4 signs to determine their effectiveness, and that the speed limit would probably be 25 miles per hour. Mr. Joyner hoped that the City would be proactive instead of reactive in finding a solution to the speeding problem.

#### **Public Hearings:**

1. **PC2237 – Subdivision Request:** Receipt of Public Comment on a Request by Clay Price for a Subdivision of 0 Constantine Road for the development of townhomes.

Allan Metzger of EMC Engineering stated that his client wanted to develop the Usher Tract located behind City Hall, measuring 17.69 acres, for the placement

of approximately 76 townhomes. He reported that the tract has about 8.97 acres of uplands, and that the townhomes would be two-story units with 1400 square feet of heated floor area. He stated that 1.85 acres of the development would be open space and that 4.78 acres would be greenspace (27% of the total acreage). The townhomes will face Constantine Road which will have to be improved to handle the traffic generated by the development. Access to the townhomes will be via a private road running behind the units for entry into rear garages. There will be three parking spaces per townhome – one in the rear-entry garage and two in the driveway. There is a city water main located along Constantine Road for connection. A property owners association will be maintaining the exteriors of the units.

2. 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.

Andrew Rosen, a City resident, spoke in favor of the ordinance amendment, stating that the owners of businesses which make the most income are more capable of paying a higher tax and making a contribution back to the City for their economic success.

3. 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 Store #811 at 109 Minus Avenue in Garden City, Georgia.

No comments were received by Mayor and Council.

**City Council Minutes:** Upon a motion by Councilmember Marcia Daniel and seconded by Councilmember Debbie Ruiz, City Council voted unanimously to approve the November 7, 2022, Pre-Agenda Session Minutes, and the Council Meeting Minutes, and the November 14, 2022 Workshop Synopsis.

#### **City Manager's Report:**

The City Manager spoke about the new app which the City is ready to launch in an effort to help residents connect with the City to find out information and view alerts. He also summarized his recent meeting with Department Heads about setting goals for 2023 and shaping policy going forward.

#### **Items for Consideration:**

1. **First Reading, Ordinance – PC2235, Zoning Ordinance and 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”) classification.**

After the Clerk read the heading of the ordinance, the City Manager explained that the re-zoning will accommodate the property's intended use as an apartment complex consisting of one and two-bedroom apartments, similar to Tapestry Park behind City Hall. The apartments have the potential of being leased to Georgia Port Authority workers. A general development plan for the apartment complex has already been submitted to the City for later consideration. The principal of the owner is Suneal Patel who also owns the adjacent Kingston Hotel as well as the Baymont Hotel and Iris Garden Inn in the City.

A motion was made to adopt the Zoning Ordinance and Map amendment by Councilmember Kim Tice which was seconded by Councilmember Marcia Daniel. There being no discussion on the motion, City Council voted unanimously to approve the motion and pass the Zoning Ordinance and Map amendment on the first reading of same.

Upon motion being made by Councilmember Marcia Daniel and seconded by Councilmember Gwyn Hall to suspend the rules of Council for the purpose of having a second reading of the Zoning Ordinance and Map amendment, City Council unanimously approved same after being put to a vote.

**Second Reading, Ordinance – PC2235, Zoning Ordinance and 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”) classification.**

The Clerk performed the second reading of the heading of the ordinance to amend the zoning ordinance and map of the City 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”) classification.

Upon motion made by Councilmember Kim Tice and seconded by Councilmember Marcia Daniel, City Council voted unanimously to adopt the ordinance on the second reading.

**2. 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 Garden City Fire Department.**

After the Clerk read the heading of the Resolution, the City Manager stated that the new

rates set forth in Attachment A of the Resolution reflect the changes made by City Council on November 7, 2022, to the City's Fire Protection Fee Rate Ordinance changing 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. He indicated that the one of the consequences of the new fee rate would be to reapportion 42% of fee collections to commercial and industrial customers. The minimum monthly fee for a residential lot with a home will be \$11.67 per month. He confirmed that the new rates are fair, equitable, and reasonable, and together with other funding sources for fire protection services, sufficient to support the costs of the City's Fire Department.

Upon motion made by Councilmember Marcia Daniel and seconded by Councilmember Debbie Ruiz, City Council voted unanimously to adopt the Resolution and the fee schedule attached thereto as Attachment A.

**3. Resolution – FY 2023 Fee Schedule – Consideration by the Mayor and Council to approve the updated schedule of fees for the fiscal year 2023.**

After the Clerk read the heading of the Resolution, Councilmember Marcia Daniel made a motion to approve the Resolution and adopt the updated schedule of fees for FY2023, which motion was seconded by Councilmember Debbie Ruiz.

The City Manager stated that all of the fees remained the same with the exception of an increase in the land disturbance permit application fee in the Planning Department.

A vote was then taken on the pending motion which passed unanimously without opposition.

**4. Resolution – FY 2023 Budget Adoption: A Resolution to adopt the FY2023 Operating and Capital Budget; 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.**

After the Clerk read the heading of the Resolution, Councilmember Marcia Daniel made a motion to approve the Resolution and adopt the FY2023 Budget, which motion was seconded by Councilmember Debbie Ruiz.

The City Manager stated that the proposed budget had been the subject of both a Mayor and Council workshop session which was open to the public, and an advertised public hearing on November 7, 2022. A copy of the budget had also been made available to the public on the City's website, Facebook and the City Hall lobby bulletin board.

A vote was then taken on the pending motion which passed unanimously without opposition.

5. **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 an underground water pipeline crossing railroad right-of-way to connect with other municipal water facilities located at 2509 Dean Forest Road in an effort to increase water flow to areas within the City located to the North.**

After the Clerk read the heading of the Resolution, Councilmember Marcia Daniel made a motion to approve the Resolution, which motion was seconded by Councilmember Debbie Ruiz.

The City Manager stated that Mayor and Council were approving a contract with Norfolk Southern agreeing to a number of conditions in order for an underground City-owned water line to cross the railroad's right-of-way on its path from Big Hill Road to 2509 Dean Forest Road through certain property owned by CenterPoint Dean Forest, LLC. According to the City Manager, the water line will be providing a water source for the CenterPoint warehouse project as well as improving the volume and pressure of water being supplied to properties in Garden City North of Dean Forest Road. The City Manager indicated that CenterPoint would be installing the waterline and applying for all permits in connection therewith at its sole cost and expense.

A vote was then taken on the pending motion which passed unanimously without opposition.

6. **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.**

After the Clerk read the heading of the Resolution, the City Manager explained that earlier this year, Garden City solicited bid proposals for the purchase and residential development of the City's property located at 2779 U.S. Highway 80 in Garden City, Georgia, comprising a total of 10.596 acres. 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. The City Manager reported that only two proposals had been submitted, one by Konter Development Company and one by Park Terrace Development, LLC. The two proposals were reviewed, evaluated and scored based on the above-mentioned criteria by a 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. The City Manager stated that his Memorandum to the Mayor and Council dated October 31, 2022, is in the agenda packet summarizing the evaluation process for the proposals.

Based on the Memorandum and the facts and circumstances upon which the two proposals were evaluated, Councilmember Marcia Daniel made a motion to select the proposal of Konter Development Company 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, to effect the sale and development of the Highway 80 property consistent with the terms of the accepted proposal. The motion was seconded by Councilmember Debbie Ruiz.

The City Manager distinguished the two proposals as follows: 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 develop a residential community on the property consisting of a number of one, two, and three-bedroom town homes, as well as a number of single car garages, storage units, and amenities consisting of a clubhouse, swimming pool, playground/picnic area, and car wash; and to complete the project by November 15, 2024. 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.

The City Manager also indicated that representatives of both bid proposers were present to answer any questions which any Councilmember had. No questions were asked.

There being no further discussion, a vote was taken on the motion which passed unanimously without opposition.

7. **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.**

After the Clerk read the heading of the Resolution, Councilmember Debbie Ruiz made a motion to approve the Resolution, which motion was seconded by Councilmember Marcia Daniel.

The City Manager explained that the City's Planning and Zoning Department needs the 2022 Ford F-150 truck in performing inspections and detecting code violations. According to the City Manager, the Planning and Zoning Department is currently utilizing, for such purpose, a former police vehicle purchased in 2008 which has high mileage and does not have four-wheel drive. He recommended accepting the price quote of O.C. Welch Ford of Hardeeville, South Carolina, in the amount of \$36,895.00 which was much less than the City's budgeted estimate amount of \$45,570.00, and which was within the range of pricing established by the Georgia State Contract for such vehicles established by the State Purchasing Division of the Georgia Department of Administrative Services.

There being no further discussion, a vote was taken on the motion which passed unanimously without opposition.

8. **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.**

After the Clerk read the heading of the Application, Councilmember Marcia Daniel made a motion to approve the Application, which motion was seconded by Councilmember Debbie Ruiz. The motion passed unanimously without opposition.

**Adjournment:** There being no further business before Council, Mayor Campbell asked For a motion to adjourn the meeting. Upon motion being made by Councilmember Marcia Daniel and seconded by Councilmember Gwyn Hall, City Council adjourned the meeting at 6:40 p.m. o'clock.

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.

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RHONDA FERRELL-BOWLES  
Clerk of Council

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

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BRUCE CAMPBELL, Mayor

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

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

# RESOLUTION

*A RESOLUTION OF THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA,  
APPROVING THE PRELIMINARY PLAN FOR THE SUBDIVISION OF A 17.69 ACRE TRACT  
LOCATED AT 0 CONSTANTINE ROAD (CHATHAM COUNTY, GEORGIA PROPERTY TAX  
IDENTIFICATION NUMBER 60989 01062) INTO SEVENTY-SIX (76) PROPOSED TOWN  
HOME LOTS OWNED JOHN A. USHER, ALAN D. USHER, AND MARK S. USHER*

**WHEREAS**, John A. Usher, Alan D. Usher, and Mark S. Usher (the “Applicants”), intend to develop a 17.69-acre tract (8.97 acre of uplands and 8.72 of wetlands) on Constantine Road behind Garden City City Hall in Garden City, Georgia, into seventy (76) town home lots, with sidewalks, 1.85 acres of open space for a park and passive recreational areas, 4.78 acres of greenspace, and an entrance off of Constantine Road, all to be known as the Constantine Road Townhomes; and,

**WHEREAS**, Applicant has filed an application for approval of a preliminary plan (the “Preliminary Plan”) for the creation, through a property subdivision, of seven-six (76) developable town home lots to be located on the 8.97-acre upland portion of the property , with the townhomes facing Constantine Road and being accessible via a private road running behind the units for entry into rear garages (the “Application”); and,

**WHEREAS**, the Preliminary Plat shows, among other things, that there will be 4.3 units per acre with a minimum lot area of 1,000 square feet and a minimum lot width of 20 feet; that water will be provided by a city water main located along Constantine Road; that a sewer manhole is located at the intersection of Town Center Drive and Constantine Road for connection; that there will be three (3) parking spaces provided for each home (one in the garage and two in the driveway); and that the development will meet the standards of Chapter 38 of the City Code with respect to flood prevention; and,

**WHEREAS**, Subsection 70-34(d)(1) of the Garden City Code requires the City’s Planning Commission to review and make recommendations to the Mayor and Council regarding a preliminary plan; and,

**WHEREAS**, Subsection 70-34(d)(2) of the Garden City Code also requires a public hearing regarding the approval of the preliminary plan; and,

**WHEREAS**, the specific approval criteria for a preliminary plan is set forth in Subsection 70-34(b) of the Garden City Code which includes the size and dimensions of the lots, the location and design specifications for streets and entrances to the subdivision, the method by which storm sewers, sanitary sewers and water facilities will be provided, the location of utility easements, and the sufficiency of grading and drainage; and,

**WHEREAS**, on November 8, 2022, at 6:00 p.m. o'clock, the City's Planning Commission held a publicly noticed meeting on the Application and recommended that the Mayor and Council approve same; and,

**WHEREAS**, on November 21, 2022, at 6:00 p.m. o'clock, an advertised public hearing was held by the Mayor and Council on the Preliminary Plan; and,

**WHEREAS**, the Mayor and Council, upon reviewing the recommendations of the Planning Commission, hearing the statements of the staff and the public, and giving due consideration to the matter, finds and determines as provided below.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of Garden City, as follows:

Section 1. The Mayor and Council of Garden City, Georgia, hereby finds and determines that the Application and the Preliminary Plan meet all of the applicable criteria set forth in the Garden City Code and is consistent with the City's Comprehensive Plan.

Section 2. The Mayor and Council of Garden City, Georgia, hereby approves the Application and the Preliminary Plan.

Section 3. This Resolution shall take effect upon passage.

ADOPTED, this 5<sup>th</sup> day of December, 2022.

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RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED, this 5<sup>th</sup> day of December, 2022.

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BRUCE CAMPBELL, Mayor

## **RESOLUTION**

### **RESOLUTION AUTHORIZING THE ENGAGEMENT OF OFF DUTY MANAGEMENT, INC., COORDINATING, MANAGING, AND PROVIDING THE SERVICES OF OFF DUTY UNIFORMED POLICE OFFICERS FOR OUTSIDE EMPLOYMENT**

**WHEREAS**, the Garden City Police Department is in need of the services and software of Off Duty Management, Inc. (“Off Duty”) to coordinate, manage, and provide the services of off duty uniformed Garden City police officers for outside employment; and,

**WHEREAS**, Off Duty has offered to manage all external customer requests for outside employment services of off duty Garden City Police Officers which include, but is not limited to (1) the handling of officer payroll (the officer receiving, as an IRC 1099 independent contractor, fifty (\$50.00) dollars per hour for a non-emergency shift of not less than four (4) hours); (2) the handling of the scheduling of outside employment services (an officer being limited to work a combined (on duty/off duty) total of sixteen (16) hours combined in any twenty-four (24) hour period), (3) the handling of the invoicing and collecting of fees from customers requesting the outside employment services of off duty officers, and (4) providing the off-duty officers with liability and state statutory workers compensation coverage with the City named as the primary insured; and,

**WHEREAS**, the hiring of Off Duty and the use of Off Duty’s software require that the City accept all of the terms and conditions of Off Duty, as stated in the Master Services Agreement (the “Agreement”), attached hereto as Exhibit “A”; and,

**WHEREAS**, the term of the Agreement shall begin upon execution of the Agreement by the City and Off Duty and remain in effect for a period of two (2) years, with two (2) available renewals of one (1) year each; and,

**WHEREAS**, the Agreement provides that either Off Duty or the City may terminate the Agreement for convenience and without cause, at any time, by giving the other party thirty (30) days advanced written notice designating the date of termination; and,

**WHEREAS**, Off Duty will not charge the City for its services and the use of its software under the Agreement, being instead compensated through an administrative fee paid by the customers receiving the outside employment services of the off duty officers, and will compensate the City for the use by off duty police officers of City police vehicles at the rate of four (\$4.00) dollars per hour per officer; and,

**WHEREAS**, it is the recommendation of Garden City Police Chief Gilbert Ballard that the City enter into the Agreement attached hereto as Exhibit “A” and retain the services of Off Duty and the use of Off Duty’s software.

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

Section 1. The findings, conclusions and statement of facts contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

Section 2. The City Manager, on behalf of the City, is hereby authorized to execute and enter into the Master Services Agreement attached hereto as Exhibit "A" with Off Duty Management, Inc.

Section 3. The City Manager is further authorized to do all things necessary to facilitate the City's performance of the Master Services Agreement including, but not limited to, indicating consent on the behalf of the City to any additional terms and conditions required by Off Duty Management, Inc., provided that such terms and conditions do not result in any price or compensation increases from those which are stated in the Agreement.

Section 4. This Resolution shall take effect and be enforced from and after adoption.

**ADOPTED AND APPROVED**, this 5th day of December, 2022.

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RHONDA FERRELL-BOWLES,  
Clerk of Council

**RECEIVED AND APPROVED**, this 5th day of December, 2022.

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BRUCE CAMPBELL, Mayor



*Built By Officers For Officers*

## Master Services Agreement

This Master Services Agreement ("Agreement") is entered into as of the Effective Date below and is between OFF DUTY MANAGEMENT, Inc., a Texas Corporation, with offices located at 1906 Avenue D, #200, Katy, Texas 77493 ("ODM" or "Contractor") and the Garden City Police Department having its principal offices at 100 Central Ave. Garden City, GA 31405 ("Client" or "Agency"). ODM and Client are sometimes individually referred to herein as "Party" and collectively as the "Parties."

**"Effective Date"** [REDACTED]

If no date is specified, the Effective Date of this Agreement is the date of the last signature below.

**"Recitals"** In consideration of the reciprocal promises, covenants and agreements contained in the Agreement, and for other good and valuable consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

## TERMS & CONDITIONS

### 1. Services

#### 1.1 Statements of Work and the Services.

(A) Except where expressly stated otherwise to the contrary, ODM shall perform, at its sole expense, the Services described in this Agreement, and any applicable Statements of Work (or schedules or other attached documents) that the Parties may execute from time to time during the term of this Agreement. As used in this Agreement, "Statement of Work" or "SOW" means a Statement of Work executed pursuant to this section 1.1, including all schedules, exhibits, and attachments thereto, as each may be amended from time to time and agreed to in writing by an authorized representative of the Parties. "Services" as used in this Agreement means, collectively, the services, deliverables, and functions to be provided by ODM under this Agreement. ODM shall provide the requisite staff, and resources necessary to provide Client with the services described in this Agreement, and any applicable Statement of Work. ODM shall provide Client with support services for the coordination, management, and provision of its personnel related to the Client's off duty uniformed officer outside employment services. ODM shall provide Client with support and administrative services specific to Customer off duty outside employment requests and assignments that include, but are not limited to scheduling, billing, payroll, and reporting.

(B) Each Statement of Work shall include a description of the Statement of Work, schedules, rates, and other specifications and terms the Parties agree are applicable to such Statement of Work. Statements of Work shall, upon execution by authorized representatives of the Parties, be deemed incorporated into this Agreement.

**(C) Customer is defined as any person or entity requesting Client's off-duty officer outside employment services.**

Invoicing and Payment. Client acknowledges that ODM will charge Customers the officer's pay rate plus an administrative fee per assignment as specified in the applicable Statement of Work and any applicable sales tax if required by any state or local taxing authority. ODM reserves the right to require Customers to either prepay or pay by credit card for the services requested, including any applicable administrative fee, and sales tax. Customer shall pay ODM's invoice(s) within thirty (30) days after the date that Customer receives such invoice(s). An overdue payment charge of 1.5% per month may be imposed by ODM on all past due, undisputed balances. Where state law mandates a lower past due payment charge, the overdue payment charge shall be lowered to the highest rate that is legally permitted. If payment of such unpaid, past due, and undisputed amounts is not promptly received in accordance with the terms hereof, then ODM will have the option to terminate services at one or more of Customer's facilities following ODM's provision of at least two (2) days' notice to Customer.

- o Credit Card Payments: For customers paying by credit or with a debit card there will be an additional 3.0% bank fee assessed.

## **2. Term and Termination**

2.1 This Agreement is valid for a term of two years from the date of the most recent signature unless terminated in accordance with the terms of this Agreement. "Term" in this Agreement includes the aforementioned period in addition to any applicable renewal.

2.1 **Renewals.** With the mutual written consent of the Parties, the Term of this Agreement may be renewed up to a maximum of two (2), one (1) year periods. Any renewal under this subsection 2.2, will be a continuation of the same terms and conditions as set forth in this Agreement, and any applicable addendums. Contractor has the ability to adjust the current customer administrative fee based on inflationary factors up to 1.5% in conjunction with renewal. Contractor must provide no less than 30 day written notice in conjunction with any renewal increases. This Agreement will be deemed to be renewed up to renewal limitations established in 2.2, unless either Party provides notice of intent not to renew at least 30 days prior to the renewal date.

2.2 **Termination.**

- (A) Either party may terminate this Agreement for convenience and without cause, at any time, by giving the other party, thirty (30) days advance written notice designating the date of termination.  
Any notice required or permitted under this Agreement shall be sent in accordance with Section 8 of this Agreement.
- (B) Each party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach from the other party.
- (C) It is the intent of the Parties that, where allowed by law, they be placed in their respective positions immediately before their entry into this Agreement in the event of a termination or expiration of this Agreement.

2.3 **Permits and Licenses.** ODM shall, at ODM's expense, obtain and maintain all necessary permits, licenses, and government approvals needed to perform its obligations under this Agreement. To the extent possible and requested by ODM, the Client shall provide reasonable assistance in obtaining permits, licenses, and government approvals.

2.4 **Business Name.** ODM shall conduct business under its own name. ODM shall not use the Client's name, nor the name of Client's Affiliates, in providing the Services.

2.5 **Contractor's Judgment.** ODM shall determine the specific time and manner in which the Services are performed pursuant to this Agreement, and the resources that are used to perform such Services. Client shall have no authority to direct the day-to-day activities of ODM or any of ODM's employees, agents, or independent contractors (together with Contractor, the "Staff"). Client retains authority and responsibility for officers' behavior when working off-duty for a private entity.

## **3. Relationship**

3.1 Client and ODM agree that neither party has the authority to bind or make any commitment on behalf of the other, nor are any of either party's employees entitled to any employment rights or benefits of the other party.

3.2 Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employer/employee relationship for any purpose.

3.3 Client is interested in the end results to be achieved by this Agreement, and ODM shall have full power and authority to select the means, manner, mode, and methods of performing the Services hereunder, subject to compliance with performance and quality control standards mutually agreed to.

3.4 ODM shall be solely responsible for paying the wages or other compensation of its Staff and all related withholding taxes, workers' compensation insurance, and other obligations pertaining to its Staff.

## **4. Confidential Information**

4.1 **Definition of Confidential Information.** Any information disclosed by either Client or ODM as a "Disclosing Party" to the other party as a "Receiving Party" or otherwise learned by the Receiving Party in connection with the performance of the Services here under, and marked as "Confidential", or any information whose confidential nature is reasonably obvious from the content of the information and context of the disclosure ("Confidential Information") shall be treated by Receiving Party as confidential information of the Disclosing Party. The Confidential Information includes, but is not limited to, personal, consumer, customer, Client, or employee information; business plans, marketing information, cost estimates, forecasts, bid and proposal data, or financial data; or formulae, products, processes, procedures, programs, inventions, systems, or designs of the Disclosing Party.

4.2 Ownership and Use. The Receiving Party acknowledges that all Confidential Information remains the property of Disclosing Party. Receiving Party agrees not to use any Confidential Information for any purpose except pursuant to this Agreement. The Receiving Party shall keep all Confidential Information in confidence and shall not disclose any Confidential Information to any third party. The Receiving Party shall not use any Confidential Information for any purpose other than pursuant to this Agreement. Such obligations do not apply to information which 1) is or hereafter becomes generally known, or 2) is hereafter furnished to the Receiving Party by a third party without restriction on disclosure, or 3) is subject to the Texas Public Information Act as provided by Texas Government Code 552.

4.3 Protection. ODM will implement and maintain safeguards for Confidential Information sufficient to (1) ensure the security and confidentiality of the Confidential Information, (2) protect against anticipated threats or hazards to the security or integrity of such Confidential Information, and (3) protect against unauthorized access to or use of such Confidential Information. ODM has established and will follow procedures for all employees with access to Confidential Information to protect the privacy of such information. At a minimum: (i) ODM shall not transmit Confidential Information across unsecured communication channels or wireless LANs, and shall ensure that all Confidential Information, whether in transmission or storage is secured against unauthorized access and/or distribution through encryption, authentication and robust access, distribution and replication controls; (ii) ODM shall implement security assessment tools to monitor the system resources and security controls; (iii) ODM shall implement and maintain detection and intrusion response and recovery plans for monitoring potential unauthorized access to its systems, and shall maintain regularly updated anti-virus and spyware software on all computers (laptops, desktops, servers, etc.) connected to its network; (iv) ODM shall implement and maintain security alert mechanisms to generate alerts on attempted breaches and attacks that could compromise the integrity of Confidential Information.

4.4 Security. ODM will notify Client as soon as possible in the event it believes or has reason to believe, that either a loss of Confidential Information or security breach has occurred and will provide assistance in identifying appropriate information relating to the breach.

4.5 Return. Within five days following the earlier of (i) the request of the Disclosing Party, or (ii) the expiration or termination of this Agreement, Receiving Party shall return to the Disclosing Party or destroy all Confidential Information and all related documents and materials. Such Confidential Information must be destroyed by modifying, shredding, erasing, or otherwise making the information unreadable or undecipherable.

4.6 Injunctive Relief. The parties acknowledge that the Disclosing Party may not have an adequate remedy at law in the event of any breach or threatened breach of this Agreement pertaining to the Confidential Information and intellectual property and that the Disclosing Party or its customers or suppliers may suffer irreparable injury as a result. In the event of any such breach or threatened breach, the Receiving Party hereby consents to the granting of injunctive relief without the posting by the Disclosing Party of any bond or other security.

## 5. Trademarks and Intellectual Property

5.1 Neither party may use the other party's name, logo, trade or service marks, or similar indicia (each a "Trademark") without the other party's prior written consent. Except as expressly stated herein, each party retains all rights, title, and interest in and to its intellectual property.

5.2 ODM is, and shall be, the sole and exclusive owner of all right, title, and interest in and to all intellectual property developed and/or deployed in the performance of the Services, including any methods, systems, plans, software (including the OfficerTRAK® software), tools, and equipment.

5.3 The performance of the Services may require Client to make use of ODM's technology, such as but not limited to OfficerTRAK® software, the use of which requires the acknowledgment and agreement to the terms and conditions thereof. Client acknowledges and agrees that failure to comply with the terms of use thereof constitutes a breach of Client's obligations hereunder.

## 6. Warranties

6.1 ODM warrants that all Services provided hereunder shall be performed in accordance with generally accepted standards for the industry to which such Services relate. If any Service or work product does not meet the warranties set forth above, ODM will do everything necessary, without charge, to bring the Services or work product, as applicable, into compliance with such warranties in a timely manner. Client acknowledges that the furnishing of the Services provided for herein by ODM does not guarantee protection against all contingencies.

6.2 ODM warrants that it will perform and provide the Services in compliance with all policies and procedures of Client as may be provided from time to time by Client, and all laws, rules, and regulations applicable to the Services and/or Contractor in its performance and delivery of the Services. Should those laws, rules, and regulations change after the execution of this Agreement, ODM may be entitled to an equitable adjustment to this Agreement.

## 7. Insurance

ODM, at its own cost and expense, will maintain the following minimum insurance coverages throughout the term of this Agreement with an insurance carrier which is at least rated "A-" or "VII" by A.M. Best (or equivalent, if not rated by A.M Best):

General Liability	\$2,000,000 Each Occurrence/\$3,000,000 Aggregate
Employer's Liability	\$1,000,000 per occurrence
Workers Compensation	State Statutory Workers Compensation Insurance

A combination of primary and excess/umbrella liability policies will be acceptable to meet the limits specifically required hereunder.

All certificates of insurance shall name Client as additional insured with respect to general liability coverage and shall require that Client be provided with at least thirty (30) days advance written notice of cancellation. General Liability insurance shall cover claims for bodily injury, death, personal injury, and property damage occurring during the performance of the Services. ODM shall provide certificates of insurance to Client prior to the Agreement Effective Date, and thereafter upon the renewal of all policies to be maintained hereunder.

## 8. General Provisions

8.1 Notices. Legal Notices under this Agreement shall be in writing. Notices may be served by certified mail, postage paid with return receipt requested; by private courier, prepaid; by facsimile, or other telecommunication devices capable of transmitting or creating a written record; or personally. Mailed notices shall be deemed delivered three (3) days after mailing, properly addressed. Couriered notices shall be deemed delivered on the date that the courier represents that delivery will occur. Telecommunicated notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, notices shall be delivered to the parties as follows:

If to ODM, to Principal Place of Business: 1906 Ave D, #200, Katy, Texas 77493; and If to Client, to:

Attn: Chief Gilbert Ballard 100 Central Ave. Garden City, GA 31405

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### 8.2 Assignment and Delegation

- (a) No Assignment or Delegation. Neither party may assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party. Any such assignment or delegation is prohibited under this subsection, except for a change of control, in which instance an assignment of rights and obligations is deemed to be approved.
- (b) Ramifications of Purported Assignment or Delegation. Without limiting any other remedy ODM may have against Client for such purported assignment, any purported assignment of rights or delegation of performance in violation of this section is void.
- (c) Successors and Assigns. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

8.3 Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to principles of conflicts of law thereof. Further, the parties expressly consent to the exclusive jurisdiction and venue in the applicable Division of the United States District Court where the defendant Party is located or the Texas District Courts in the county in which the defendant Party is located, and if located in more than one county, in the county in which the principal offices of the defendant Party are located, and all applicable appellate courts. Accordingly, any action or proceeding brought by either party which is based on, or derives from, this Agreement will be brought to such courts.

8.4 Attorneys' Fees and Court Costs. If any suit or action arising out of or related to this Agreement is brought by any party, the prevailing party shall be entitled to apply to the courts for the recovery of any direct and reasonable costs and fees (including without limitation direct and reasonable attorney fees, the fees and costs of experts and consultants,) incurred by such party in such suit or action, including without limitation any post-trial or appellate proceeding.

8.5 Limitation of Liability. To the extent permitted by law, neither party will be liable to the other or any third party for lost profits, incidental, consequential, punitive, special, exemplary, or indirect damages of any kind, even if such party has been advised of such damages in advance or such damages were foreseeable.

8.6 **Entire Agreement.** This Agreement (including, without limitation, all applicable schedules and attachments referenced in and attached to this Agreement) constitutes the final, complete, and exclusive statement of the agreement between the parties with respect to the subject matter hereof and cannot be altered, amended, or modified except in writing signed by an authorized representative of each party.

8.7 **Headings.** The section headings in this Agreement are included for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

8.8 **Survival.** The following provisions shall survive expiration or termination of the Agreement: Trademarks and Intellectual Property, Confidentiality, Warranties, Limitation of Liability, Insurance, and any other provisions that by their nature are intended to survive expiration or termination of this Agreement.

8.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. Further, each party agrees to accept telefax signature pages as originals.

8.10 **Severability.** In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.

8.11 **Employment Contracts.** Any responsibility and/or liability with regard to any employment contract between Client and any law enforcement personnel assigned to a Customer worksite shall be the exclusive responsibility and/or liability of Client and ODM shall not be a party to any such agreement. ODM will have neither responsibility nor liability in connection with or arising out of any such employment contract except to prepare checks and to pay any such employee who is a party to such a contract, in conformity with the information provided by Client. With respect to any employment contract between Client and any law enforcement personnel assigned to a Customer worksite, Client shall be acting solely on its own volition and responsibility with regard to all aspects of any such contract, including but not limited to its negotiation, compliance, implementation, renewal, enforcement, and termination.

8.12 **Authority.** This Agreement shall be valid and enforceable only upon signature by an authorized person with authority to execute this Agreement on behalf of ODM. Any individual signing this Agreement on behalf of Client represents, warrants, and guarantees that he or she has full authority to do so. Each party represents that it has the power and actual authority to enter into this Agreement and to be bound by the conditions and terms contained herein.

8.13 **Waiver.** No delay or omission by a party in exercising any right or remedy under this Agreement shall operate to impair such right or remedy or be construed as a waiver thereof.

8.14 **Force Majeure.** Neither party shall be liable to the other party in any manner whatsoever if it is unable to perform any of its obligations under this Agreement due to any cause beyond its reasonable control including but not limited to acts of God, war or national emergency, riots, civil commotion, terrorism, fire, explosion, flood, epidemic, acts of Government, highway authorities, telecommunications network operators or other competent authorities or interruption of, or inability in obtaining, supplies or services from third parties.

THIS SPACE WAS INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.**

**Off Duty Management, Inc:**

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

Printed Name: Sherry Rowley

Title: Chief Executive Officer

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

**Agency:** Garden City Police Department

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

Printed Name: Gilbert Ballard

Title: Chief of Police

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

# EXHIBIT A

## STATEMENT OF WORK

### Scope of Services

October 14, 2022

Off Duty Management (ODM) will manage all external customer requests for the off-duty officers outside employment services as of Go Live date. ODM will manage the following for the agency:

- Officer Payroll
- Scheduling
- Invoicing/Collections

### Policies/Procedures

- ODM will comply with all applicable agency orders, rules, and policies.
- ODM will coordinate with the agency should there be any questions with a customer or assignment.
- Agency will modify existing off-duty policies to incorporate ODM management and administration.

### Payroll/Rates and Fees

- Officers interested in working for ODM will be required to sign up as 1099 contractors for ODM.
- Officers will be paid weekly for any work completed through ODM for the prior week.

### Pay Rates

Type	Hourly Rate	Notes
Regular	\$50.00	4-hr minimum
Traffic	\$50.00	4-hr minimum
Supervisor	\$50.00	4-hr minimum
Emergency**	\$60.00	4-hr minimum

### Vehicle Fees

- Vehicle fee is \$4.00 per hour per officer.
- Vehicle fees will be sent to the city finance department weekly via ACH.

### Customer Fees

- Officer hourly pay rate plus 12% ODM admin fee per hour or a minimum of \$6.00.
- Vehicle hourly fee plus 12% ODM admin fee per hour.

## **Scheduling**

### **Assignment Selection**

- Assignments will be pushed out to officers via OfficerTRAK® to their mobile devices once received and approved.
- Officers will select and work shifts on a first-come first-served basis.

### **Min and max per shift work**

- 4 hours minimum per request.
- Officers are limited to work a combined (agency/off-duty) total of 16 hours combined in a 24-hour period (Monitored by agency).

### **Minimum Job Notification**

- If a request is received less than 24 hours prior to assignment the emergency pay rate goes into effect.

## **Agency Assignment**

- Requests submitted through the agency website will default to that agency in OfficerTRAK®, regardless of location.
- The following agencies will serve as backups for the agency:
  - None

## **Insurance Coverages**

- ODM will provide liability and state statutory worker's compensation coverage. City will be named as primary and will be provided COI.

## **OfficerTRAK® Software**

- Officers working for ODM will be required to use the OfficerTRAK® mobile app.
- Agency will be provided access to OfficerTRAK® to view ODM assignments requested through their agency.
- ODM will provide Agency access to OfficerTRAK® software to create and manage internal assignments only (limited to agency and city assignments). Internal assignments and ODM will be viewed by officers in the same app. ODM will maintain officer information for both databases.
- Agency will create a web page with a link to OfficerTRAK® for customers to request service online.

## **OfficerTRAK® Training**

ODM will provide the following training:

### **Online**

- Administrators – Training guides and WebEx training
- Officers – Training guides and practice jobs

## **A RESOLUTION**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, in regular session assembled, that pursuant to Section 2-100.1 of the City's Code of Ethics (City Code Chapter 2, Article II, Division 4, Code Sections 2-81 et seq.), they do hereby appoint \_\_\_\_\_, a Garden City resident, to serve on the City's Ethics Committee for a two (2) year term running from the effective date of this resolution until his successor is appointed by City Council.

IN OPEN SESSION this \_\_\_\_ day of December, 2022.

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**RHONDA FERRELL-BOWLES,**  
Clerk of Council

Received and Approved this \_\_\_\_ day of December, 2022

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**BRUCE CAMPBELL, Mayor**

## **RESOLUTION**

**A RESOLUTION TO AMEND THE REGULAR MEETING SCHEDULE OF THE GARDEN CITY CITY COUNCIL; TO ELIMINATE THE JANUARY 2, 2023, REGULAR CITY COUNCIL MEETING DUE TO THE NEW YEAR'S DAY HOLIDAY; TO ELIMINATE THE JANUARY 16, 2023, REGULAR MEETING OF CITY COUNCIL IN OBSERVANCE OF MARTIN LUTHER KING JR., DAY; AND TO ESTABLISH A MEETING OF THE CITY COUNCIL ON JANUARY 17, 2023.**

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

**WHEREAS**, it is desirous to amend the regular meeting schedule of the Garden City City Council for the period of January 2, 2023 through January 17, 2023; and

**WHEREAS**, an amendment to the regular meeting schedule of the City Council is not detrimental to the proper and diligent administration of the City; and

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and Council of Garden City, Georgia in regular session assembled, that they do hereby approve and amend the regular meeting schedule of the Garden City City Council as herein described for the period of January 2, 2023 through January 17, 2023.

**ADOPTED** this 5<sup>th</sup> day of December 2022.

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Bruce Campbell, Mayor

**RECEIVED AND APPROVED** this 5<sup>th</sup> day of December 2022.

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Rhonda Ferrell-Bowles, Clerk of Council