

A G E N D A
City Council Meeting
Monday, July 17, 2023 – 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. 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

- **Alcoholic Beverage License Application (Smart Shop):** Receipt of public comment on an alcoholic beverage license application made by Apurvakumar Patel to sell wines, beer, and/or malt beverages at Smart Shop, 4928 Ogeechee Road, Garden City.

Speaking to a Public Hearing Item Protocol

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

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

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

Procedures for Conducting Public Hearings on Proposed Zoning Decisions:

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

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

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

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

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

➤ **Approval of City Council Minutes**

- Consider the minutes from the June 20th Pre-Agenda Session, City Council Minutes, and July 10th Workshop minutes.

City Manager's Report

- Staff reports are included with the agenda packet.
- Updates and announcements

➤ **ITEMS FOR CONSIDERATION**

- **Second Reading - Charter Amendment Ordinance (City Council Salaries):** An ordinance amending the Charter for the City of Garden City, Georgia, approved April 19, 1973, as amended, to increase the monthly salary of City Councilmembers from \$500 to \$1,000 while increasing the Mayor's monthly salary from \$800 to \$1,300; to acknowledge the proper advertisement of notice of intent to amend the Charter of Garden City, Georgia; to authorize the Mayor to execute all documents necessary to effectuate the purposes of said ordinance; to authorize the Clerk of Council to attest signatures and affix the official seal of the City as necessary; to provide for severability; to repeal inconsistent ordinances; to provide for an effective date.
- **Ordinance – Tree Maintenance:** An ordinance to amend the Code of Ordinances of Garden City, Georgia, as amended, by adding Division 2 to Chapter 90, Article VIII entitled "Maintenance of Trees on Public Property" to enhance the quality of life and the present and future health, safety and welfare of residents; to enhance property values, and to ensure the proper planting and care of trees on public property; to create a Tree Advisory Board; to establish practices governing the planting and care of trees on public property; to make provision for the emergency removal of trees on private property under certain conditions.
- **Resolution – 2023 LMIG Project Contract:** A resolution authorizing the City of Garden City to contract with Reeves Construction Company for the performance of road repair work on Third Street and Sixth Street in the Rossignol Hill area in Garden City; to authorize the City Manager to negotiate and execute a contract for such work.
- **Resolution – Debris Monitoring & Public Assistance Contract:** A resolution authorizing the City of Garden City to enter into an agreement with Rostan Solutions, LLC, for debris monitoring and public assistance consulting services; to authorize the City Manager to execute the agreement for such services.
- **Resolution – WPCP Clarifier Replacement Contract:** A resolution authorizing the City of Garden City to contract with Southern Civil, LLC, to replace two (2) 35-foot diameter secondary clarifiers at the City's Water Pollution Control Plant; to authorize the City Manager to negotiate and execute a contract for such work.

- **Resolution – CAT Board Appointment:** Consideration of appointing nominee Deidrick Cody or nominee Richard Lassiter as the City's citizen representative on the Chatham Area Transit Authority to serve at the City's pleasure, on an at-will basis, for a term commencing on the effective date of this Resolution and ending July 1, 2028, and until the appointment and qualification of his successor.
- **Alcoholic Beverage License Application (Smart Shop):** Consideration of an alcoholic beverage license application made by Apurvakumar Patel to sell wines, beer, and/or malt beverages at Smart Shop, 4928 Ogeechee Road, Garden City.

➤ **ADJOURN**



City of Garden City

100 Central Avenue, Garden City, Georgia 31405

Phone: 912.966.7777 Fax: 912.966.2735

Email: Occtax@gardencity-ga.gov

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Date Filed: 5-30-23

For the Year: 2023

Expires at December 31 of the above year.

Type of License (check all that apply)

- | | | | |
|--|------------|--|----------|
| <input type="checkbox"/> Spirituous Liquors (package) | \$2,722.00 | <input checked="" type="checkbox"/> Beer and/or malt beverages | \$682.00 |
| <input type="checkbox"/> Spirituous Liquors (by the drink) | \$2,722.00 | <input checked="" type="checkbox"/> Wines | \$236.00 |
| <input checked="" type="checkbox"/> Advertising Cost | \$95.00 | | |

TOTAL: \$ 1013

Business Information

Business Name: Smart Shop 21 inc.

D/B/A/ (if applicable): Smart shop

Business Address: 4928 okeechobee rd Business Phone: 912-373-7697

Mailing Address: _____ Emergency Phone: 407-314-6848
(If different from Business Address)

City: Savannah State: GA Zip Code: 31407

Business Email Address: Smartshop21inc@gmail.com

What other kinds of business will be conducted at this location? Convenience store

List all persons with a financial interest in the business:

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

Name	Address	% Ownership
Aravakumar Patel	7 Bridlington way, Savannah GA 31407	100 %

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

If Yes, describe circumstances: _____

THIS PAGE FOR OFFICE USE ONLY

Application received by: Kimberly Reht Date: 5/30/23

POLICE DEPARTMENT REVIEW

Fingerprinted by: OK for license KMP Date: 6/7/23

Separate report submitted to the City Administrator:

[Signature] Date: 6/12/23
Police Chief

Public Hearing held on: _____

Date advertised in Savannah Morning News: _____

Action of Council: ☐ Approval ☐ Denial

License(s) Issued: _____ Date: _____

MINUTES

City Council

Tuesday, June 20, 2023 – 6:00 p.m.

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

Opening: Councilmember Hall gave the invocation, and Mayor Campbell led the city council in the pledge of allegiance to the flag.

Roll Call

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

Staff Members: Scott Robider, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council and Chris Snider, Systems Administrator.

Information Public Comment: Mayor Campbell opened the floor to receive public comment.

David Warren, 65 Azalea Avenue, expressed concerns about the speed bumps being too high and asked if the City could replace them with rubber speed bumps.

Given that there were no other speakers, Mayor Campbell closed the informal public comment portion of the meeting.

Public Hearings

Charter Amendment - City Council Salaries: Mayor Campbell opened the public hearing to receive comments on an ordinance amending the Charter for the City of Garden City, Georgia, to increase the monthly salary of City Councilmembers from \$500 to \$1,000 while increasing the Mayor's monthly salary from \$800 to \$1,300.

Given that there were no speakers, Mayor Campbell closed the public hearing.

PC2325 – Zoning Procedures Law (HB 1405): Mayor Campbell opened the public hearing to receive public comments on an ordinance to amend the Code of Ordinances of Garden City, Georgia, and the Zoning Ordinance to bring the ordinances in compliance with changes to the zoning procedures law implemented by the HB 1405 (Georgia Laws Act 881).

Andrew Chase Rosen, expressed concerns about House Bill 1405. The City Attorney gave an overview of the changes in the zoning procedures law in House Bill 1405.

There being no other speakers, Mayor Campbell closed the public hearing.

Alcoholic Beverage License Application (La Favorita Mexican Grocery): Mayor Campbell opened the public hearing to receive comments on an alcoholic beverage license application made by Giovanni Lares to sell beer and/or malt beverages at La Favorita Mexican Grocery, LLC, 1550 Dean Forest Road, Garden City.

Given that there were no speakers, Mayor Campbell closed the public hearing.

City Council Minutes: Councilmember Tice motioned to approve the minutes from the June 5th pre-agenda session, the city council meeting, and the June 10th workshop.

City Manager's Report: The City Manager had no updates.

Items for Consideration

Ordinance – Charter Amendment (City Council Salaries): The Clerk of Council read the first reading of the heading of an ordinance amending the Charter for the City of Garden City, Georgia, approved April 19, 1973, as amended, to increase the monthly salary of City Councilmembers from \$500 to \$1,000 while increasing the Mayor's monthly salary from \$800 to \$1,300; to acknowledge the proper advertisement of notice of intent to amend the Charter of Garden City, Georgia; to authorize the Mayor to execute all documents necessary to effectuate the purposes of said ordinance; to authorize the Clerk of Council to attest signatures and affix the official seal of the City as necessary; to provide for severability; to repeal inconsistent ordinances; to provide for an effective date.

Councilmember Morris motioned to approve the ordinance on the first reading. Councilmember Lassiter seconded the motion. Councilmember Daniel, Councilmember Hall, Councilmember Lassiter, and Councilmember Morris voted in favor, with Councilmember Tice and Mayor Campbell opposed.

First Reading – Ordinance, Zoning Procedures Laws (HB 1405): The Clerk of Council read the first reading of the heading of an ordinance to amend the Code of Ordinances of Garden City, Georgia, and the zoning ordinance to bring the ordinances in compliance with changes to the zoning procedures law implemented by HB 1405 (Georgia Laws Act 881).

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

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

Second Reading – Ordinance, Zoning Procedures Laws (HB 1405): The Clerk of Council read the second reading of the heading of an ordinance to amend the Code of Ordinances of Garden City, Georgia, and the zoning ordinance to bring the ordinances in compliance with changes to the zoning procedures law implemented by HB 1405 (Georgia Laws Act 881).

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

Resolution – CHA Consulting, Inc., Professional Services Agreement (New Recreation Complex): The Clerk of Council read the heading of a resolution authorizing the City Manager to execute an agreement for professional services, including a cost budget and time schedule, with CHA Consulting, Inc., to provide architectural and engineering services for the planning, design, permitting, bid selection, and construction administration for the new multi-purpose recreation complex on the City-owned Haynes Elementary School site off of US Highway 80 in Garden City, Georgia.

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

Resolution – P/8 Strategic Garden City, LLC Dedication of Right of Way for Intersection Improvements: The Clerk of Council read the heading of a resolution authorizing Garden City, Georgia, to accept the dedication by P/8 Strategic Garden City, LLC, of right of way between Dean Forest Road and Old Dean Forest Road for use in connection with traffic improvements constructed by P/8 Strategic Garden City, LLC, at the intersection of Dean Forest Road and Pine Meadows Drive pursuant to that September 18, 2020, development agreement by and between P/8 Strategic Garden City, LLC, and Garden City, Georgia, in connection with the development of a 61.2-acre tract by P/8 Strategic Garden City, LLC, on the southeast side of Old Dean Forest Road approximately 290 feet northeast of Interstate 16.

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

Resolution – Ad Valorem Tax Rate for 2023: The Clerk of Council read the heading of a resolution of the Mayor and Council to set the Ad Valorem tax rate of Garden City for the fiscal year 2023.

Councilmember Tice motioned to adopt the resolution. Councilmember Hall seconded the motion. Councilmember Daniel, Councilmember Hall, Councilmember Tice, and Mayor Campbell voted in favor, with Councilmember Lassiter and Councilmember Morris opposed.

Resolution – City Manager’s First Amendment to Employment Agreement: The Clerk of Council read the heading of a resolution by the Mayor and City Council to approve the first amendment of the employment agreement between the City and Scott Robider, City Manager.

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

Resolution – City Council Summer Meeting Schedule: The Clerk of Council read the heading of a resolution to amend the regular meeting schedule of the Garden City City Council for the period of July 1 through September 30, 2023.

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

Alcoholic Beverage License Application (La Favorita Mexican Grocery): Consideration of an alcoholic beverage license application made by Giovanni Lares to sell beer and/or malt beverages at La Favorita Mexican Grocery, LLC, 1550 Dean Forest Road, Garden City.

Councilmember Daniel motioned to approve the alcoholic beverage license application. The motion was seconded by Councilmember Tice and passed without opposition.

Adjournment: Given that no other items were on the agenda, Mayor Campbell called for a motion to adjourn the meeting. Councilmember Hall motioned to adjourn the meeting at approximately 6:25 p.m. The motion was seconded by Councilmember Daniel and passed without opposition.

Transcribed & submitted by: The Clerk of Council

Accepted & approved by: The City Council on 7/17/23

SYNOPSIS

Pre-Agenda Session Tuesday, June 20, 2023 – 5:00 p.m.

Call to Order: Mayor Campbell called the pre-agenda session to order at approximately 5:00 p.m. Mayor Campbell gave the opening prayer.

Attendees

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

Staff Members: Scott Robider, City Manager; James P. Gerard, City Attorney (Traffic arrived late); Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Cliff Ducey, Recreation Director; Jon Bayer, Water Operations Manager; Michelle Johnson, Deputy Fire Chief; Yolanda Irizarry, HR Director and Joe Papp, Police Captain. Absent: Gil Ballard, Police Chief, and Mike Dick, Fire Chief.

Visitors: Trey Scott, CPA with Mauldin & Jenkins

Mayor's Updates: Mayor Campbell stated that we received the money from the Board of Education for the old gym site. He noted that we will schedule the groundbreaking for the new gym soon. He said summer camp is being held at the recreation department's temporary facility.

City Manager's Updates: The City Manager stated that he had no updates.

Comprehensive Annual Financial Report for the fiscal year ended 12/31/22: Trey Scott from Mauldin & Jenkins gave an overview of the City's financial statements for 2022. He said that the City is in good financial shape and commended the City staff for their efforts. He noted that the City's audit is one of the smoothest audits of all the local governments they audit. The City Manager and City Council commended the City's finance staff on their excellent job maintaining the city's finances.

City Council's Updates: The City Council stated they had no updates.

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

Given that there was no other to discuss, the City Council unanimously adjourned the pre-agenda session at approximately 5:20 p.m.

Transcribed & submitted by: The Clerk of Council
Accepted & approved by: The City Council 7/17/23

SYNOPSIS

City Council Workshop Monday, July 10, 2023, @ 5:30 p.m.

Call to Order: Mayor Campbell called to order the workshop at approximately 5:30 p.m. o'clock. Councilmember Hall offered the prayer.

Attendees:

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

Staff Members: Scott Robider, City Manager; James P. Gerard, City Attorney; and, Gil Ballard, Chief of Police.

Visitors: Deidrick Cody, Chairman of Chatham Area Transit, and Samuel Farina of the Commission on Accreditation for Law Enforcement Agencies, Inc. ("CALEA").

CALEA Assessment of the Garden City Police Department: Chief Ballard introduced to City Council Samuel Farina, an assessor for the Commission on Accreditation for Law Enforcement Agencies, Inc. ("CALEA"), who is currently conducting an onsite assessment of the Police Department for the purpose of reaccrediting the Department. The accreditation process takes four (4) years and involves the review of policies and procedures of the Police Department and onsite examinations to confirm that such policies and procedures are in practice. The onsite examinations include interviewing several community leaders, members of the judiciary, media representatives, and a sampling of city residents. Mr. Farina verified that the Police Department's policies and procedures are well within the required standards of CELEA and that based on the onsite evaluations which have been conducted through today, such policies and procedures are being followed by the Department. Garden City's Police Department is just one of seven hundred police departments in the country that are CALEA accredited. There are approximately 16,000 police departments in the country.

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

City Council's Updates and Items:

(a) **CAT Board nominees.** City Council is in the process of appointing its local representative for the Chatham Area Transit Authority ("CAT") for a five (5) year term. To date, two residents have come forward with an interest in serving on the Board as the City's representative. The first resident is Deidrick Cody who is the current City representative on the CAT Board and who also serves as Chairman of the CAT Authority. The second resident who has an interest in being Garden City's representative on the CAT Board is Councilmember Richard Lassiter. Each candidate was given an opportunity to address Council as to why he would be the best candidate for the CAT Board position.

Deidrick Cody admitted that he had not communicated very well with City Council for the past five (5) years while sitting on the Board, but voiced his intent of doing a better job by providing Council monthly status reports of CAT business if reappointed. He stated that during his tenure on the Board, he has tried to establish more bus stops in the City and to repair those bus stops which have been damaged. When he asked for questions from Council, Councilmember Natalyn Morris stated that Mr. Cody was not

representing Garden City on the Board, but was representing other interests. She also stated that he had not done anything specifically for the City while sitting on the Board, and had failed to even return telephone calls when Councilmembers had tried to reach him to determine the status of certain busing issues within the City. She told Mr. Cody that he needed to be more accountable and responsive to the City. Councilmember Lassiter also asked Mr. Cody why he had failed to return telephone calls from Councilmembers. He related one incident where Mr. Cody had failed to get back with him and Councilmember Morris with answers to certain questions which they had posed to him at a meeting at the Cooper Center. When Councilmember Gwyn Hall asked Mr. Cody whether he would perform at a higher level if he was reappointed, Mr. Cody answered in the affirmative.

Councilmember Richard Lassiter stated that he would do a better job than Mr. Cody in reporting to Council any and all CAT happenings which were relevant to the City. He felt that his service on the Board as an initiative-taking member would help form a closer bond with the other Councilmembers. Councilmember Morris stated that the City needed someone like Councilmember Lassiter on the Board who would be accountable to the City, transparent, and understand the needs of the local citizens. She repeated that Mr. Cody is doing a poor job of representing the City and should not be reappointed.

City Manager's Updates and Items:

(a) **LMIG Contract Award:** City Manager Robider indicated that the City is about to enter into a contract for repair work that includes the resurfacing of certain segments of Third Street and Sixth Street in the Rossignol Hill area, all such work being funded by the 2023 Georgia Department of Transportation Local Maintenance Improvement Grant (LMIG) project in the amount of \$104,015.02 and the City's 30% match payment in the amount of \$31,204.51. He stated that when bids were competitively solicited for the road repair work, four contractors submitted bids and that Reeves Construction Co. had the lowest bid in the amount of \$290,400.00. He indicated that Reeves Construction Co. has successfully completed numerous local road projects similar in scope to the LMIG project and that the company has sufficient personnel, equipment, and finances available to successfully perform the project work. He reported that the City's engineer, Brennan Jones Engineering Associates, LLC, has advised the City to accept the bid of Reeves Construction Co. The funding for the contract work will first come from the State's LMIG funds in the amount of \$104,015.02, with the balance coming from the City's 2023 General Operating Fund and/or its Special Purpose Local Option Sales Tax Fund (SPLOST).

(b) **Debris Monitoring and Public Assistance:** The City Manager reported that in March 2023, the City initiated the procurement of a debris monitoring contractor due to the existing contract of the current contractor nearing expiration. After the City prepared a Request for Proposals package that was advertised and disseminated during the month of April 2023 to the public, five (5) proposals were submitted to the City with the City's current contractor, Rostan Solutions, LLC, being scored most qualified to perform the work. The bidders were graded on a number of weighted factors set forth in the solicitation package including price, ability, qualifications, experience, and work approach. The proposal submitted by Rostan Solutions, LLC, offers to continue performing debris monitoring services at the company's current satisfactory level of performance for a new term of two (2) years with two optional one (1) year renewal terms, and offers to provide such services at the same reasonable rates that are charged under its current contract with the City.

(c) **WPCP Clarifier Replacement:** City Manager Robider indicated that the City is in need of replacing two (2) 35-foot diameter secondary clarifiers at the City's Wastewater Treatment Plant which were installed when the plant was originally constructed over 48 years ago and which are currently out of

service, resulting in difficulty in processing wastewater at the facility. In February 2023, the City retained the services of Brennan Jones Engineering Associates to develop plans for the clarifier replacement work and to solicit and evaluate proposals from qualified contractors through a public bidding process to perform the replacement work within the initial budgeted amount of \$650,000 as soon as possible. In May 2023, the engineering firm solicited competitive bids for replacing the clarifiers which resulted in the submission of only two bids, one from Southern Civil, LLC in the amount of \$899,702.00 and one from J.S. Haren Company in the amount of \$1,044,000.00. The City has been advised by our engineer that the low bidder, Southern Civil, LLC, has completed numerous wastewater facility projects similar to the work required to replace the City's secondary clarifiers including the successful rehabilitation of the large clarifier at the City's Wastewater Treatment Plant, and that the contractor has the qualifications, personnel, equipment, work history, and financial ability to perform the work. The City Manager recommended that Southern Civil, LLC, be awarded the contract for the work at the bid amount of \$899,702.00 and that the work be funded by the Water and Sewer Fund at an increased budgeted amount of \$929,702.00 to cover the bid amount plus the cost of anticipated change order work in the approximate amount of \$30,000.

(d) **Garden City Tree Ordinance:** The City Manager reviewed with Council a tree ordinance prepared by the City Attorney which would enable the City to obtain "Tree City USA" designation. The ordinance is aimed at insuring that trees are properly planted and cared for on public property. The City Attorney pointed out that the ordinance calls for the creation of a Tree Board whose function would be to review and update a five (5) year plan to plant and maintain trees on City property; to support public awareness and education programs relating to trees; to develop a list of recommended trees for planting on City property and a list of prohibited species; and to perform other duties that may be assigned by City Council. He indicated that each of the six Councilmembers and Mayor would appoint a member to sit on the Board and that all members would serve staggered three (3) year terms. When he offered City Council the option of not having a Tree Board and simply having City Council serve the function of same, several Councilmembers felt that it was better to involve the community in order to increase public awareness of the importance of planting and maintaining tree on public property so as to provide shade and cooling affects, to help prevent air, noise, and pollution, and to prevent erosion and assist in flood control.

At 6:15 p.m. o'clock, the City Council Workshop was closed.

Transcribed & submitted by City Attorney



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



REPORT TO MAYOR AND CITY COUNCIL

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 10, 2023

SUBJECT: *Fire Department June 2023 Report*

Report in Brief

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

The operations detail contained in this report is for the month of June 2023 and all related information is current as of June 30, 2023.

Prepared by: Michele Johnson
Title Assistant Fire Chief

Reviewed by: Mike Dick
Title Chief of Fire

Scott Robider, City Manager

Attachment(s)



Garden City Fire Marshal's Office

100 Central Avenue
Garden City, GA 31405



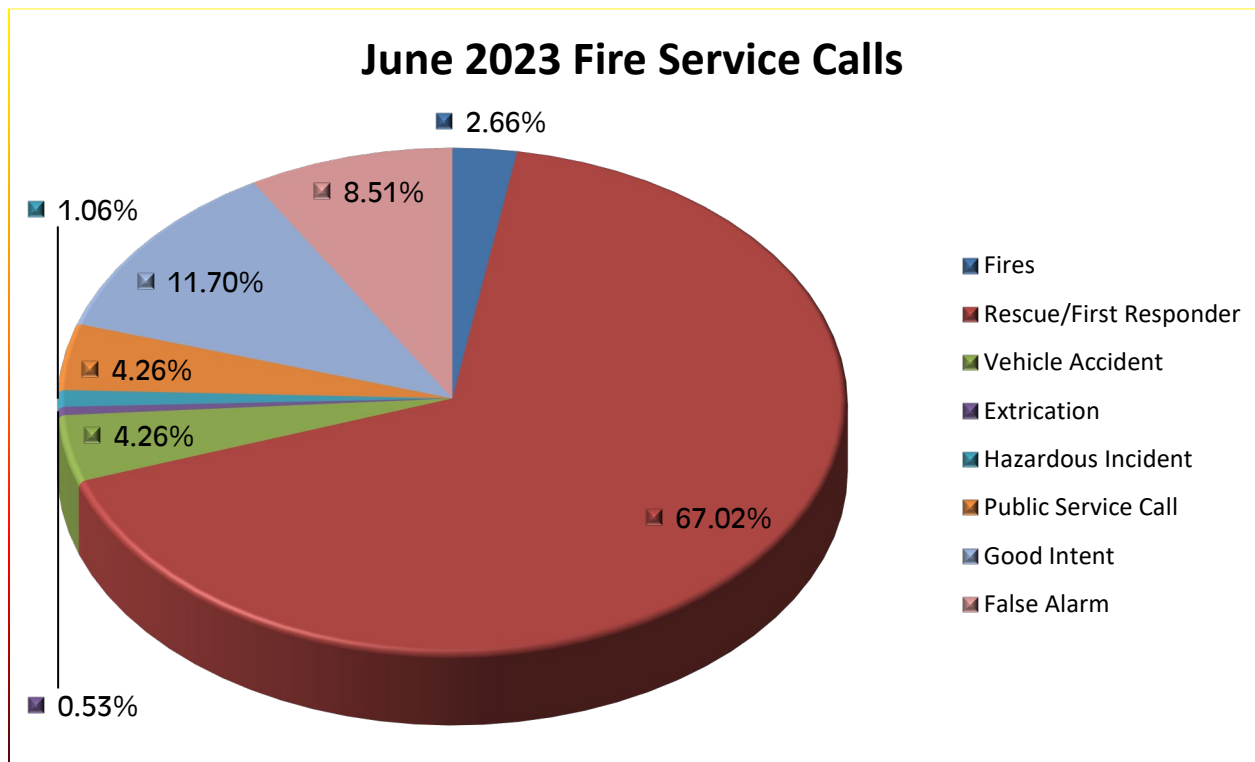
Calls for Service in June 2023

There was a total of 188 calls for service in the month of June 2023.

Current month's calls included:

Incident Type:

Cooking fire, contained	1	First Responder	126
Passenger vehicle fire	1	Vehicle Accident	8
Brush or brush/grass mixture fire	1	Extrication	1
Outside rubbish, trash or waste fire	1	Hazardous Incident	2
Outside equipment fire	1	Service call	8
		Good Intent	22
		False Alarm	16





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



Department Activities/Events

Department Training

In June, fire personnel reported a total of 443 hours of training resulting in an average of 15.28 hours of training per Firefighter and a total of 3,012 for the year.

During the first week of June, Fire Marshal Nevarez and Deputy Fire Marshal Roberts attended the annual Fire Safety Symposium in Forsyth, GA.

On June 16th, Firefighter 2 NPQ testing was held. Garden City Fire had 4 participants and all of them passed.

Department Activities/Events

In June, the Garden City Fire Department was awarded the **Assistance to Firefighters Grant (AFG)** by FEMA for **\$275,356**. This grant will cover the cost of 28 SCBA's (self-contained breathing apparatus) and an air compressor system.

Annual pump testing was conducted on June 7th by Ten-8 Fire Safety. This is important to complete each year to ensure the safety of the equipment.

The Fire Department completed the annual CPAT testing on June 2nd. This is where all firefighters are given a physical agility test to ensure they are in the proper condition to successfully do their jobs.

Community Relations

On June 9th, GCFR participated in Community Outreach Day sponsored by the United House of Prayer in Garden City. An engine went to the event and fire hats were handed out to the children.

Fire Station 2 had ten 5-year-olds visit from the Wesley Community Center. A-Shift showed them the fire engine, toured the station, and showed them how firefighters get their gear on to go on a call. The children also received goody bags with toys and candy.



Garden City Fire Marshal's Office

100 Central Avenue
Garden City, GA 31405



Apparatus

Apparatus	Year/Make/Model	Status
Engine 21	2016 Pierce Pumper	In service – the wiring for the light bar on top needs to be replaced due to normal wear and tear
Engine 22	2016 Pierce Pumper	In service – Needs head gasket replaced and coolant leak, foam pump repaired
Engine 23 (Reserve 22)	2000 E-One Pumper	Out of service – Needs a new ABS module, still waiting for part, seat re-upholstered and reinstalled
Engine 24 (Service 21)	1995 E-One Pumper	Out of service – Needs a new transmission but unable to locate parts due to age of apparatus
Tender 22	2015 Kenworth Tanker	In service – no AC, going in the shop as soon as front-line trucks are out. Emergency maintenance event: the tank's water baffles cracked so the tank had to be cut out and welded back together.
Truck 22 (ladder)	2003 E-One Ladder Truck	In service – oil leak, due for provisional maintenance, wiring has been updated, seats have been repaired and reinstalled, Power takeoff (PTO) had to be repaired with new parts, pump is now operational



Garden City Fire Marshal's Office

100 Central Avenue
Garden City, GA 31405



Fire Marshal

In June, The GCFMO attended the annual fire safety symposium. There were more than 400 fire inspectors, fire safety educators, and fire investigators in attendance from throughout the state. FM Nevarez sits on the board of the association which is the main sponsor of the event every year. There were more than 76 training hours logged this month by Fire Marshal's Office staff which goes towards their certifications. During the month of June, FM Nevarez and DFM Roberts focused on closing out all pending violations from initial inspections. DFM Roberts has been attending all meetings for the new CAD/911 system to ensure that GCFD's transition is smooth for all staff members. Beginning in July, the GCFMO will begin inspecting all daycares, schools, and churches.

Inspections

Annual Inspection (initial inspection):	27
RE-Inspection:	34
Certificate of Occupancy:	04
Consultation Site Visit:	12
Fire Protection Equipment Inspection:	05
Occupational Tax Certificate (new tenant):	03
Total number of Inspections:	85

Plan Review

443 Telfair Road	2hrs
1418 Dean Forest Road	4hrs
1420 Dean Forest Road	4hrs
139 Prosperity Drive Fire Alarm	3hrs
138 Prosperity Drive Fire Alarm	3hrs
501 Bourne Ave Building	4hrs
1596 Chatham Pkwy Restroom	3hrs
O Kelly Hill Road	4hrs



Garden City Fire Marshal's Office

100 Central Avenue
Garden City, GA 31405



Regulatory Fees: (Collected)

June Fees Processed:

\$1,585.00

Looking Ahead

- Working on FY2024 budget
- Broadening the community outreach with continued programs such as community CPR classes, the smoke detector program, and Close Before you Doze.
- Pursuing various grants for department equipment
- Continue progress on aggressive training schedule to bring all department personnel up to required standards

Incident Type Report (Summary)

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - Fire						
113 - Cooking fire, confined to container	1	0.53%				
131 - Passenger vehicle fire	1	0.53%	7,341.00	0.00	7,341.00	4.67%
142 - Brush or brush-and-grass mixture fire	1	0.53%				
151 - Outside rubbish, trash or waste fire	1	0.53%				
162 - Outside equipment fire	1	0.53%	75,000.00	75,000.00	150,000.00	95.33%
Total: 5		Total: 2.66%	Total: 82,341.00	Total: 75,000.00	Total: 157,341.00	Total: 100.00%
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
311 - Medical assist, assist EMS crew	2	1.06%				
321 - EMS call, excluding vehicle accident with injury	124	65.96%				
322 - Motor vehicle accident with injuries	7	3.72%				
324 - Motor vehicle accident with no injuries.	1	0.53%				
352 - Extrication of victim(s) from vehicle	1	0.53%				
Total: 135		Total: 71.81%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)						
421 - Chemical hazard (no spill or leak)	1	0.53%				
444 - Power line down	1	0.53%				
Total: 2		Total: 1.06%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - Service Call						
522 - Water or steam leak	1	0.53%				
542 - Animal rescue	3	1.60%				
551 - Assist police or other governmental agency	1	0.53%				
553 - Public service	3	1.60%				
Total: 8		Total: 4.26%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 6 - Good Intent Call						
611 - Dispatched and cancelled en route	19	10.11%				
622 - No incident found on arrival at dispatch address	2	1.06%				
651 - Smoke scare, odor of smoke	1	0.53%				
Total: 22		Total: 11.70%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 7 - False Alarm & False Call						
735 - Alarm system sounded due to malfunction	1	0.53%				
745 - Alarm system activation, no fire - unintentional	15	7.98%				
Total: 16		Total: 8.51%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Total: 188		Total: 100.00%	Total: 82,341.00	Total: 75,000.00	Total: 157,341.00	Total: 100.00%

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: 07-12-2023

SUBJECT: POLICE DEPARTMENT MONTHLY STATUS REPORT

Report in Brief

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

The operations detail contained in this report is for the month of June 2023.

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

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

Scott Robider, City Manager

Attachment(s)



Police Department - June 2023 Status Report

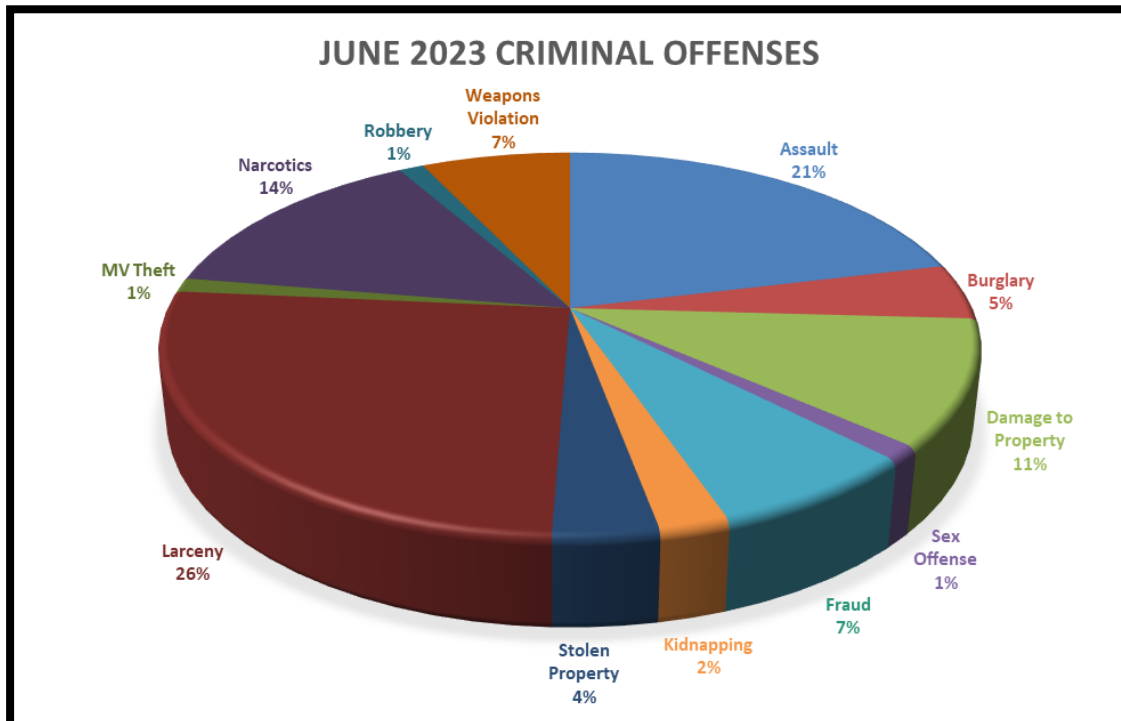
Calls for Service

There were a total of 1,512 calls for service and self-initiated activity in the month of June 2023, for a total of 9,573 calls for service year to date.

Adult & Juvenile Arrest/Charge Summary

Adult Arrests - 82 Juvenile Arrests - 2

<u>Offenses</u>	Assault	18	Burglary	4	Damage to Property	9
	Fraud	6	Kidnapping	2	Larceny	22
	Motor Vehicle Theft	1	Narcotics	12	Robbery	1
	Sex Offense	1	Stolen Property	3	Weapons Violation	6

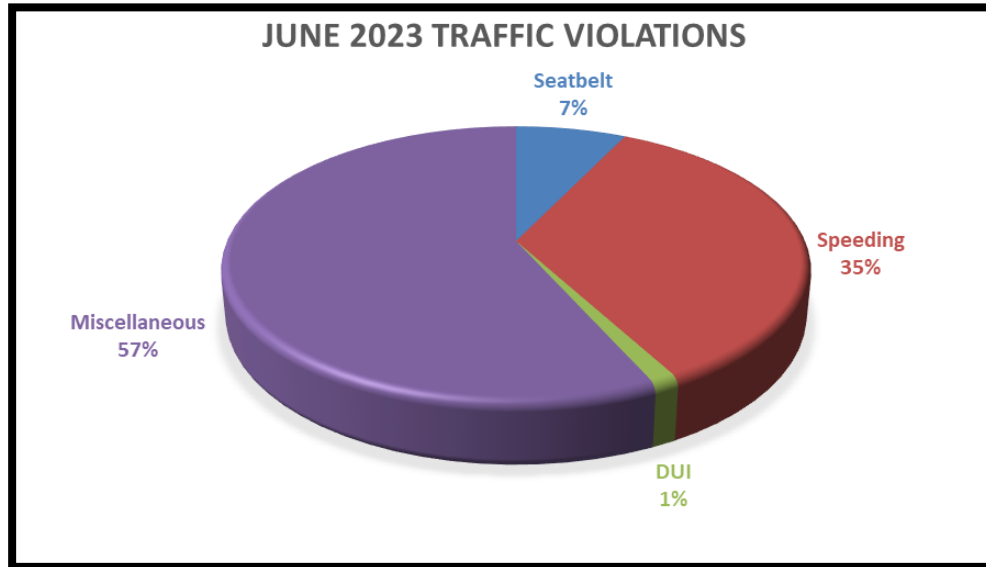


Current Month's Criminal Violations by District

	Daniel District 1	Ruiz District 2	Morris District 3	Lassiter, Jr. District 4	Tice District 5
Assault	2	3	5	4	4
Burglary	1	1	0	1	1
Damage to Property	0	0	2	3	4
Fraud	0	0	3	2	1
Kidnapping	0	0	1	0	1
Larceny	2	7	3	5	5
MV Theft	0	0	1	0	0
Narcotics	3	2	0	3	4
Robbery	0	0	0	1	0
Sex Offense	0	0	1	0	0
Stolen Property	3	0	0	0	0
Weapons Violation	0	1	2	2	1

Traffic Violations There were 962 traffic violations in June, 72 of which were commercial vehicle citations. A total of 6,603 traffic violations have been written for 2023.

<u>Traffic Violations Issued</u>	Speeding Violations	282	Fatalities	0
	Seat Belt Violations	58	Written Warnings	148
	DUI Citations	10	Miscellaneous Citations	464



Accidents

Total Accident Reports	56	
Public Roadway Accidents	37	Private Property Accidents 19

Open Records Requests The Garden City Records Department received and processed 326. Open Records requests for June. A total of 1,670 Open Records Requests have been processed in 2023.

Training During the month of June 2023, police personnel reported a total of 146 hours of training. Some of the training classes the officers attended during the month of June were: Fostering Positive Community Relations, De-escalation Techniques, FBI- National Academy Conference, Autism & De-escalation, Suicide by Cop, and Domestic Conflict Resolution.

Items of Interest for June 2023

- The Garden City Police Department was awarded \$1,006,814.00 to fund three police officer positions and \$157,080.00 to invest in gunshot detection and license plate reader technology through the Governor's Public Safety and Community Violence Reduction grant.
- June 8th and 22nd, Lt. Glasco participated in the Summer reading at the Live Oak Public Library in Garden City.
- On June 23rd, our newest police officer, Corey Mosley, was sworn in after completing the Georgia Public Safety Training course.

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 29, 2023

CT: Human Resources Department Report for June 2023

Report in Brief

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

Prepared by: Yolanda Irizarry

Title: Human Resources Director

Reviewed by: _____

Title _____

City Manager

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

Recruitment/Positions Filled

In addition to the continuous recruitment of Police Officers/Police Officer Recruits and Firefighters, the City has job opportunities for a Water and Sewer Repair Technician.

New Hires

The City welcomed three (3) new hires during the month of June; the three individuals were hired into the Police Department. One individual was hired as Police Officer and the other two individuals were hired as Police Officer Recruits.

Promotions/Milestones

There was no promotion(s) during the month of June.

Employment Terminations

There were three (3) separations from employment: one separation was from the Public Works Department and the other two separations were from the Police Department.

City Employment

The City ends the month of June with 105 full-time employees.

Additional Personnel Information Including Part-Time Employees

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

June	
TOTAL EMPLOYEES:	120
FULL-TIME ONLY:	105
CONTRACTOR/TEMP:	0
PART-TIME:	5
PART-TIME/CASUAL -SEASONAL	10

Employee Turnover Data Per Month

Month	Percent
January	0%
February	4%
March	1.9%
April	1.9%
May	1.9%
June	2.9%
July	%
August	%
September	%
October	%
November	%
December	%

Garden City Personnel Data New Hires – 2023

[illegible]

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 7/10/23
SUBJECT: *Technology Department Report for the Month of May*

Report in Brief

The Technology and Building Department, Monthly Status Report, includes information to better inform the public and the City Council.

Prepared by: Chris Snider
Title Information Technology Director

Attachment(s)

Technology Report

- New Copier was installed for Fire Station two
- Two new laptops deployed
- Court Room Upgrades Completed
- Installed CAD for Fire Department

Building Maintenance

- Upgraded lights to LED's
- Painting for PD Offices and Doors

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: 07/07/2023

SUBJECT: *Department of Public Works*

Report in Brief

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

The operations detail contained in this report is for the month of June and all project related information is current as of 06/30/2023.

Prepared by: Lynnette S. Hymes
Title Executive Administrative Assistant

Reviewed by: Virgil Moore
Title Public Works Supervisor

C. Scott Robider, City Manager

Attachment(s)

World Chocolate Day



Department of Public Works



**Public Works Department
Monthly Status Report
Summary – June 2023**

Operations & Maintenance:

Public Works personnel completed 20 **Resident Requests**, and 306 **Work Orders** for the month of June.

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

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

Storm Drainage:

- Ditch/Canal Maintenance: Dug – 800 ft., Cut – 7,220 ft.

Streets:

- Street Repairs – None this Month.
- Street Sweeper Mileage – Out of Service.
- Signs: Multiple Knockdowns/replacements - 13

Mixed Dry Trash Collection by City and Disposal:

- 7.81 Tons Collected – June 2023
- 84.38 Tons Collected Total Mixed Dry Trash – YTD
- Cost of Tons Collected Total Mixed Dry Trash June 2023 - \$ 762.95
- Cost of Tons Collected Total Mixed Dry Trash (\$7955.45) - YTD
- 84.38 Tons Collected YTD taken to Savannah Regional Landfill

Trees: Grind several stumps along ditch, Cleanup and remove all debris. Location: ROW 39 Rommel Avenue. Trim and remove 1 large broken/dead section of live oak extending over roadway. Location: ROW of 2102 Bisbee Avenue. Total – \$ 825.00.

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 10, 2023

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

Report in Brief

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

The operations detail contained in this report is for June 2023 and all related information is current as of July 1, 2023.

Prepared by: Tonya Roper

Title Staff

Reviewed by: _____

Title _____

Scott Robider; City Manager

Attachment(s)

- Code Enforcement

Planning and Economic Development Department

Status Report

Summary – June 2023

Permits

There were 41 permits issued during the month. *They included:*

New Construction Building Permits

Renovation/Expansion Building Permits

Miscellaneous Permits

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



	<u>Number of Permits</u>
2022 Year End	476
Jan-23	31
Feb-23	37
Mar-23	43
Apr-23	46
May-23	57
Jun-23	41
Jul-23	
Aug-23	
Sep-23	
Oct-23	
Nov-23	
Dec-23	
2023 YTD	255

Inspections

Inspections scheduled included:

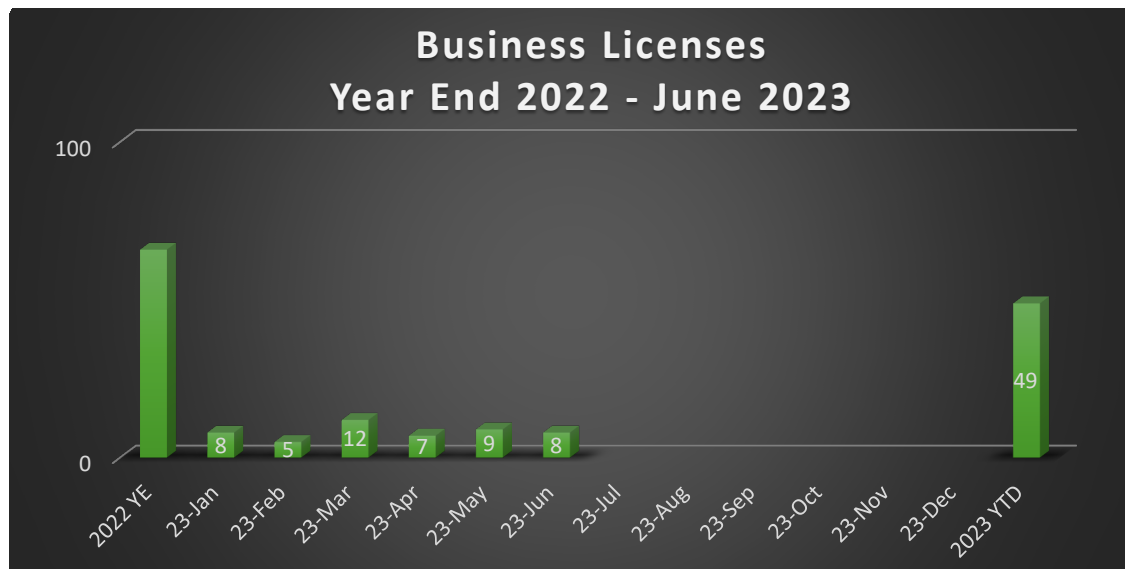
- 06 Business License
- 58 Mechanical/Electrical/Plumbing
- 36 Building
- 07 Site (Property/Development/Preliminary/Demolition)

Code Enforcement Activity

- 61 Courtesy Notice of Violations Issued
- 00 Signs
- 00 Sanitation Citations (Enforcement Ceased per CM)
- 70 Re-Inspections
- 51 Cases Closed (Compliance or Dismissed)
- 45 Vehicles Tagged Derelict or tagged for tow
- 14 Vehicles Towed
- 13 Vehicles Move by Owner or brought into compliance
- 07 Court Citations
- 05 Miscellaneous Inspections (Checking zoning, business license, permits)
- 01 Housing codes
- 00 Cease and Desist orders obtained
- 00 Warrants and Court Orders obtained
- 12 Properties that the City worked on (including cutting, cleaning, securing) and billed
- 00 Code Enforcement condemnations (placards posted – including unfit, unsecure, unsafe)
- 61 RI/ Inspection fees imposed
- 01 Stormwater Inspections
- 05 Stop Work Order Issues

**New Business Licenses Issued
June 2023**

Name	Address	Business Type
The Free Life Movement Carter Corp.	2826 US Hwy 80	Professional & Management Development
Ace Drayage DBA Sea Logistics Group, LLC	10 Hanger Court	General Freight Trucking, Local
Savannah Black Friday, Inc.	4415 Augusta Road	All Other General Merchandise Stores
United Rentals North America, Inc.	105 Airport Park Dr.	Construction, Mining, & Forestry Machinery
LCG Freight, Inc.	17 Park of Commerce, Suite 310	Parking Lots and Garages
Ambipar Response Intracoastal, LLC	5578 Export Blvd	
EL Guero Mexican Restaurant, LLC	4608 Augusta Road	Full-Service Restaurants
Terracon Consultants, Inc.	25 H Telfair Road	Engineering Services



	New Businesses
2022 Year End	66
Jan-23	8
Feb-23	5
Mar-23	12
Apr-23	7
May-23	9
Jun-23	8
Jul-23	
Aug-23	
Sep-23	
Oct-23	
Nov-23	
Dec-23	
2023 YTD	49

Memorandum

To: Scott Robider
From: Benji Selph – Code Officer
Date: 7/10/2023
Re: Council Report

The Code Enforcement Unit activity report for June 2023 is as follows:

Signs- 00

Sanitation Citations-00

Courtesy Notices and Violation Notices- 61

Re-inspections- 70

Cases Closed (Compliance or dismissed)- 51

Vehicles Tagged Derelict or tagged for tow- 45

Vehicles Towed- 14

Vehicles MBO or brought into compliance- 13

Court Citations- 07

Misc. Inspections (including zoning inspections, tax cert checks, permit checks, routine insps)- 05

Housing Codes- 01

Cease and Desist Orders obtained: 00

Warrants and Court Orders obtained: 00

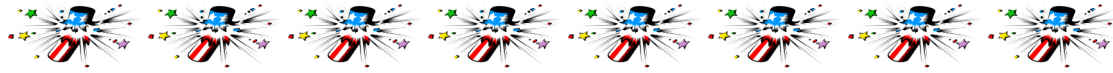
Properties that the City worked on (including cutting, cleaning, securing) and billed- 12

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

RI/Inspection Fees Imposed: 61

Stormwater Inspections: 01

Stop Work Order Issues: 05



Parks & Recreation 2023 June Report



Pictured above is the new temporary home of the Garden City Parks and Rec office and Gymnasium. Lower Woodville Tompkins School Gym 402 Market Street.

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: July 7th 2023

SUBJECT: *Parks & Recreation 2023 June Report*

Report in Brief

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

The operations detail contained in this report is for the Month of June 2023 and all related information is current as of July 7, 2023.

Parks & Recreation Department Status Report Summary - June 2023

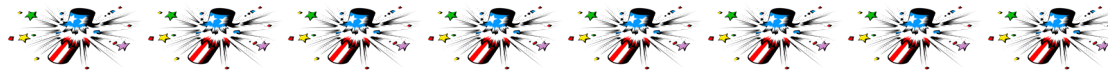
Adult Programs Senior Center



- *During June we had an averaged 40 Senior Citizens per day at the Senior Center.*
- *We served 675 Senior Center meals in June.*
- *On July 7th our Senior Citizens were treated to a authentic Italian lunch cooked by Chef Chris Figel.*
- *last month Seniors brought in their Wedding photos to share as the kept cool with plenty of lemonade and watermelon.*

Our Garden City Senior Citizens enjoying a healthy game at the Sr. Center.

Sports Programs/Activities



During the month of May, 102 Youths participated in Garden City's Parks and Rec Youth Programs.

- **Upcoming Sports Programs/Events Garden City Camp Eagle Sumer Day Camp**
May 30 – July 28th



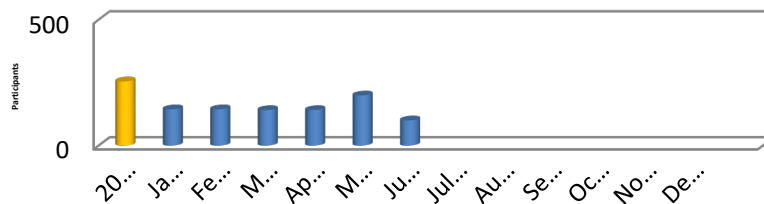
•**Camp Eagle Registration**

**Register at Garden City
Gym Monday –Friday
8:30am – 5pm (Check,
Money Order, Credit/ Debit
Card only)**

912-966-7788

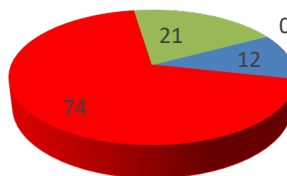
- **Fun at Camp Eagle Summer Day Camp (Ice cream break) June 2023**

**Recreation Programs/Activities Participation Summary
June 2023**



*The graphs
are visual
summaries of
the # of
participants
in Garden City
Parks Rec
Programs*

June Participation 2023



Baseball

Camp Eagle

Gymnastics

Prepared by: Cliff Ducey
 Title Parks & Recreation Director

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: 07/07/2023

SUBJECT: *Water and Sewer Operations Monthly Status Report*

Report in Brief -

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

The operations detail contained in this report is for the month of June and all project related information is current as of 06/30/2023.

Prepared by: Lynnette S. Hymes
Title Executive Administrative Assistant

Reviewed by: Jon Bayer
Title Director of Water and Sewer Operations

C. Scott Robider, City Manager

Attachment(s)

Department of Water and Sewer Operations



Water Operations & Maintenance:

114 Service Orders, 26 Work Orders

30.5 million Gallons of Drinking Water for the Month of June 2023

Hydrant Services: 18

Water Line Services: 18

Located Services: 127

Utility Services:

- Meter Services: 21
- Connects: 50
- Disconnects: 56
- Delinquent Disconnects: 106

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

Sewer Operations and Maintenance:

- Gravity Main/Manhole Services: 21
- Lateral/Blockage Services: 2
- Sanitary Sewer Overflow Event: 0

Wastewater Treatment Plant and Water System:

EXECUTIVE SUMMARY

- The treatment plant received a total of 6 inches of rain during the month and treated 35.0 million gallons.
- The max EFF daily flow for the treatment plant was 1.96 MGD recorded on June 14, 2023.
- The water system withdrew a total of 30.5 MG from well facilities and purchased 0.77 MG from the Savannah Southbridge System (Town Center Water System) and 0.07 MG from Savannah I&D (Prosperity Drive)
- Monthly drinking water bacteriological sampling completed = passed
- Monthly water and wastewater reporting submitted to State = no violations

ORDINANCE 2023-10

AN ORDINANCE AMENDING THE CHARTER FOR THE CITY OF GARDEN CITY, GEORGIA, ("CITY") APPROVED APRIL 17, 1973 (Ga. Laws 1973, P. 3581), AS AMENDED, TO INCREASE THE MONTHLY SALARY OF CITY COUNCILMEMBERS FROM \$500.00 TO 1,000.00 WHILE INCREASING THE MAYOR'S MONTHLY SALARY FROM \$800.00 TO \$1,300.00; TO ACKNOWLEDGE THE PROPER ADVERTISEMENT OF NOTICE OF INTENT TO AMEND THE CHARTER OF GARDEN CITY, GEORGIA; TO AUTHORIZE THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURPOSES OF SAID ORDINANCE; TO AUTHORIZE THE CLERK OF COUNCIL TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY AS NECESSARY; TO PROVIDE FOR SEVERABILITY; TO REPEAL INCONSISTENT ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Garden City, Georgia (the "City"), is a municipal corporation duly organized and existing under the laws of the State of Georgia and is vested with all the rights, powers, and privileges incident to municipal corporations in the State of Georgia, and within the corporate limits of the City; and,

WHEREAS, in accordance with Official Code of Georgia Annotated Section 36-35-4, the City intends to amend its Charter to increase the monthly salary of City Councilmembers from \$500.00 to \$1,000.00 while increasing the Mayor's monthly salary from \$800.00 to \$1,300.00, said increase being commensurate with the work done by Mayor and Council in and for the City; and,

WHEREAS, the expenses reimbursement procedure covered by the Charter and Code of Ordinances for the Mayor and Council shall not be changed; and,

WHEREAS, such salary increase is not being taken during the period of time beginning with the date that candidates for election to membership on the Garden City Mayor and Council may first qualify and ending with the date members of the Mayor and Council take office following their election; and,

WHEREAS, an increase in salary would make Garden City, Georgia competitive with surrounding jurisdictions;

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

Section 1. Section 2.04 of the Charter of Garden City, Georgia, as amended, is hereby deleted in its entirety and replaced with the following:

“2.04. Compensation and Expenses.

- (a) The Mayor shall receive monthly compensation in the amount of \$1,300.00 and Councilmembers shall each receive monthly compensation in the amount of \$1,000.00 for their respective services which may thereafter be increased or decreased by ordinance passed pursuant to the applicable provisions of the Official Code of Georgia Annotated.
- (b) The Mayor and Councilmembers shall receive their actual and necessary expenses incurred in the performance of their duties of office.”

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. This Ordinance shall be adopted pursuant to the provisions of Official Code of Georgia Annotated Section 36-35-3 at two regularly scheduled consecutive meetings and after compliance with all of the provisions of the Municipal Home Rule Act of 1965, as amended.

Section 4. A copy of the proposed amendment to the Charter of Garden City, Georgia, shall be filed in the Office of the Clerk of Council for Garden City, Georgia, and in the Office of the Clerk of the Superior Court of Chatham County, Georgia, and a “Notice of Proposed Amendment to the Charter of Garden City, Georgia” attached hereto and marked as Exhibit A and made a part of this Ordinance shall be published in the official organ of Chatham County, Georgia, or in a newspaper of general circulation in Garden City once a week for three (3) consecutive weeks within a period of 60 days immediately preceding the Ordinance’s final adoption, and a copy of the said advertisement shall be attached to the Ordinance prior to its final adoption by the Mayor and Council.

Section 5. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections shall remain valid, constitutional, enforceable, and of full force and effect.

Section 6. All ordinances or parts of ordinances in conflict herewith are

hereby repealed.

Section 7. The Mayor is hereby authorized to sign all documents and to perform all other acts necessary to effectuate this Ordinance on behalf of the City. The City's Clerk of Council is authorized to execute, attest to, and seal any document which may be necessary to effectuate this Ordinance.

Section 8. A copy of this Ordinance, upon its final adoption, together with a copy of the newspaper advertisement providing public notice of the Charter amendment as required by Official Code of Georgia Annotated Section 36-35-3(b)(1), and an affidavit of a duly authorized representative of the newspaper publication in which the notice was published to the effect that the notice was actually published as provided for by the above-mentioned section of the Official Code of Georgia Annotated, shall be filed with the Georgia Secretary of State's Office and with the Office of the Clerk of the Superior Court of Chatham County, Georgia. The effective date of this Ordinance shall be the date of the later of the dates of such filings with the Office of the Georgia Secretary of State and the Office of the Clerk of the Superior Court of Chatham County, Georgia, and the date of the taking of office of those elected at the next regular municipal election which is held immediately following the date of the final adoption of the Ordinance.

ADOPTED THIS _____ day of July, 2023.

RHONDA FERRELL-BOWLES
Clerk of Council

RECEIVED AND APPROVED THIS _____ day of July, 2023.

BRUCE CAMPBELL, Mayor

Read first time:

Read second time and passed:

EXHIBIT A

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

**NOTICE OF PROPOSED AMENDMENT TO THE CHARTER OF
GARDEN CITY, GEORGIA**

Notice is hereby given that the Mayor and Council of Garden City, Georgia, intends to pass an Ordinance to amend the Charter for Garden City, Georgia, approved April 17, 1973 (Ga. Laws 1973, p. 3581), as amended, to increase the monthly salary of City Councilmembers from \$500.00 to 1,000.00 while increasing the Mayor's monthly salary from \$800.00 to \$1,300.00; to acknowledge the proper advertisement of a Notice of Intent to Amend the Charter of Garden City, Georgia; to authorize the Mayor to execute all documents necessary to effectuate the purposes of said Ordinance; to authorize the Clerk of Council to attest signatures and affix the official seal of the City as necessary; to provide for severability; to repeal inconsistent ordinances; to provide for an effective date; and for other purposes. A copy of the proposed Charter amendment is on file with the Office of the Clerk of Council for Garden City, Georgia, and in the Office of the Clerk of the Superior Court of Chatham County, Georgia, for the purpose of examination and inspection by the public. The Garden City Clerk of Council shall furnish anyone, upon written request, a copy of the proposed Charter amendment.

The Mayor and Council of Garden City, Georgia, will conduct a public hearing on the above-mentioned proposed Charter amendment on June 20, 2023, at 6:00 p.m. o'clock, in the Garden City Hall Council Chambers, 100 Central Avenue, Garden City, Georgia. All parties who have rights or interests which may be affected are hereby notified of the time and place of the hearing and should attend in order to be heard. The proposed Charter amendment will be first read at the regularly scheduled meeting of Mayor and Council on June 20, 2023, at 6:00 p.m. o'clock, and then, if approved on the first reading, shall be read a second time and finally adopted at the following regularly scheduled meeting of Mayor and Council on July 17, 2023, at 6:00 p.m. o'clock.

Dated this 16th day of May, 2023.

RHONDA FERRELL-BOWLES
Clerk of Council for Garden City, GA
Garden City City Hall
100 Central Avenue
Garden City, Georgia 31405

ORDINANCE NO. 2023-

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF GARDEN CITY, GEORGIA, AS AMENDED, BY ADDING DIVISION 2 TO CHAPTER 90, ARTICLE VIII ENTITLED “MAINTENANCE OF TREES ON PUBLIC PROPERTY” TO ENHANCE THE QUALITY OF LIFE AND THE PRESENT AND FUTURE HEALTH, SAFETY AND WELFARE OF RESIDENTS; TO ENHANCE PROPERTY VALUES, AND TO INSURE THE PROPER PLANTING AND CARE OF TREES ON PUBLIC PROPERTY; TO CREATE A TREE ADVISORY BOARD; TO ESTABLISH PRACTICES GOVERNING THE PLANTING AND CARE OF TREES ON PUBLIC PROPERTY; TO MAKE PROVISION FOR THE EMERGENCY REMOVAL OF TREES ON PRIVATE PROPERTY UNDER CERTAIN CONDITIONS; TO REPEAL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND, FOR OTHER PURPOSES.

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

Section 1. Chapter 90, Article VIII, of the Code of Ordinances of Garden City, Georgia, entitled “Zoning; Tree Protection and Landscaping” is hereby amended by adding the following Division 2 (Section 90-375 thru Section 90-387) entitled “Protection of Trees on Public Property”:

“Division 2 – Protection of Trees on Public Property

Sec. 90-375. Purpose.

(a) The intent of this Division 2 is to:

- (1) Recognize trees to be a valuable asset providing a healthier and more beautiful environment in which to live;
- (2) Recognize that trees are economically beneficial in attracting new residents providing shade and cooling effects as well as preventing air, noise, and pollution;
- (3) Recognize that trees also prevent erosion and assist in flood control;
- (4) Establish standards limiting the removal of, and ensuring the replacement of trees sufficient to safeguard the ecological and aesthetic environment necessary to a healthy community; and,
- (5) Not to be punitive or to cause hardship to any individual, private or public company that uses care and diligence to protect trees within the City.

(b) The public purpose of this Division 2 is to:

- (1) Protect the aesthetic quality provided by the natural tree cover on tracts of land being converted to development;
- (2) Protect and enhance the aesthetic quality provided by street and park trees;
- (3) Prevent soil erosion and reductions in the drainage holding capacity of land;
- (4) Prevent increases and promote reductions in air pollution and carbon dioxide levels in the air;
- (5) Provide for future planting of trees on City property;
- (6) Provide for penalties for violations of this Division;
- (7) Establish a board to develop a plan to implement the purposes of this Division 2 and to study and investigate any matter or subject which will promote the objectives of this Division, and to make recommendations as may be appropriate resulting from such studies and investigations;
- (8) Establish tree protection regulations and a tree planting program to preserve, protect and enhance trees as a most valuable natural resource for the health, safety, and welfare of the citizens, thus making Garden City a better place to live; and,
- (9) Provide for other purposes necessary to carry out the purposes and objectives of this Division.

Sec. 90-376. Definitions.

As used in this Division, the following words and phrases shall have the meanings indicated:

Injure or Injury – any injury to or destruction of a tree, including but not limited to: uprooting; severance of all or part of the root system or main trunk; storage of material on or compaction of surrounding soil; a substantial change in the natural grade above a root system or around a trunk; surrounding the tree with impervious paving materials; or any trauma caused by accident or collision.

Nuisance – any tree, or limb thereof, that has an infectious disease or insects; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; or threatens public health, safety, and welfare.

Parkway – the area along a public street between the curb and the sidewalk, or if there is no curb or sidewalk, the unpaved portion of the area between the street right-of-way line and the paved portion of the street or alley.

Public Property – all grounds and rights-of-way (ROWs) owned or maintained by the City.

City or Public Tree – any tree or woody vegetation on City-owned or City-maintained property or rights-of-way.

Replacement Value - replacement value means the actual cost to the City of replacing a tree or landscape material removed or destroyed, or if irreplaceable, its value as determined pursuant to the valuation formula adopted by the International Society of Arboriculture, as amended from time to time.

Top or Topping – the non-standard practice of cutting back of limbs to stubs within a tree’s crown to such a degree so as to remove the normal canopy and disfigure the tree.

Sec. 90-378. Authority and Power.

- (a) **Delegation of authority and responsibility.** The Director of Public Works and/or his designee, hereinafter referred to as “Director,” shall have full authority and responsibility to plant, prune, maintain and remove trees and woody plants growing in or upon all municipal streets, rights-of-ways, city parks, and other public property. This shall include the removal of trees that may threaten electrical, telephone, gas, or any municipal water or sewer line, or any tree that is affected by fungus, insect, or other pest disease.
- (b) **Coordination among City departments.** All City departments will coordinate as necessary with the Director and will provide services as required to ensure compliance with this Division 2 as it relates to streets, alleys, rights-of-way, drainage, easements, and other public properties not under direct jurisdiction of the Director.
- (c) **Interference.** No person shall hinder, prevent, delay, or interfere with the Director or his agents while engaged in carrying out the execution or enforcement of this Ordinance; provided, however, that nothing herein shall be constituted as an attempt to prohibit the pursuit of any remedy, legal or equitable, in any court of competent jurisdiction for the protection of property rights by the owner of any property within the City.

Sec. 90-379. Tree advisory board.

- (a) There is established an advisory board to be known as the Tree Board consisting of six voting members and one public ex officio nonvoting member. At least two of the members shall be professionally trained and experienced in a tree-related field. All members of the Tree Board shall serve without compensation.
- (b) Appointments shall be made in the following manner: Each of the six Council Members shall appoint a member to be approved by the Mayor and a majority of Council Members. The Mayor shall make one at large appointment to be

approved by a majority of Council Members. Ex officio members shall be appointed and approved by the majority of the Tree Board. All of the vacancies occurring during a term shall be filled for the unexpired term in the same manner as appointments are made. During the first term of the Board, appointees designated from Districts 1, 2, and 3 shall serve three years and appointees designated from Districts 4 and 5, and the “at-large” District, shall serve four years. In addition, the appointee by the Mayor shall serve four years. Following the first term of the Board, all appointees shall serve three-year terms, not to exceed three consecutive terms.

- (c) The Tree Board shall meet at least four times a year, choose its own officers, make its own operating rules and procedures, and shall keep minutes of its proceedings. A majority of the members shall be a quorum for the transaction of business. All meetings shall be open to the public. The failure of a member to attend at least one-half of the regularly scheduled meetings any calendar year shall be grounds for removal from the Board by majority vote of the members.
- (d) The Tree Board shall serve in an advisory capacity to the Director on matters relating to the implementation of this Division 2 and to tree management in the City, including appropriate funding mechanisms.
- (e) Duties. The Tree Board shall:
 - (1) Coordinate and promote Arbor Day activities;
 - (2) Review and update a five-year plan to plant and maintain trees on City property;
 - (3) Support public awareness and education programs relating to trees;
 - (4) Review City Department concerns relating to tree care;
 - (5) Submit an annual report of its activities to the Mayor and Council;
 - (6) Assist with the annual application to renew the Tree City USA designation;
 - (7) Develop a list of recommended trees for planting on City property, and a list of prohibited species; and,
 - (8) Perform other duties that may be assigned by City Council.

Sec. 90-380. Tree planting and care standards.

- (a) **Standards.** All planting and maintenance of public trees shall conform to the American National Standards Institute (ANSI) A-300 “Standards for Tree Care Operations” and shall follow all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture.

- (b) **Requirements of franchise utility companies.** The maintenance of public trees for utility clearance shall conform to all applicable utility industry standards.
- (c) **Preferred species list.** The Director shall maintain an official list of desirable tree species for planting on public property in two size classes: Ornamental (20 feet or less in height at maturity) and Shade (greater than 20 feet at maturity). Trees from this approved list may be planted without special permission; other species may be planted with written approval from the Director.
- (d) **Planting distances.** The Director shall develop and maintain an official set of spacing requirements for the planting of trees on public property. No street tree shall be planted closer than thirty (30) feet to any street corner, measured from the point of nearest intersection of curbs or curb lines; except in special planting designed or approved by the Tree Board. No street tree shall be planted closer than ten (10) feet of any utility pole or fire hydrant or within fifteen (15) feet of driveways and alleys. No tree may be planted within the visibility triangle of a street intersection.
- (e) **Planting trees under electric utility lines.** Only trees listed as Ornamental trees on the official City tree species list may be planted under or within 15 lateral feet of any overhead utility wire.
- (f) **Protection of public trees during construction.** Any person, firm, corporation, or City department performing construction near any public tree must employ appropriate measures to protect the tree, including, but not limited to, placing barriers around the tree to prevent damage.

Sec. 90-381. Planting, maintenance, or removal of trees upon any public parkway or public property.

- (a) Any person desiring for any lawful purpose to fertilize, remove, destroy, cut, severely prune (including the root system), treat with a view to its preservation from disease or insects or otherwise disturb any tree or shrub in or upon any public parkway or public property, shall first obtain a written permit, hereinafter provided for, on forms furnished by the Director. Any work performed under such permit must be done in strict accordance with the conditions of the permit and the arboricultural specifications and standards of practice adopted by the Director, including those set forth in Section 90-380.
- (b) Any person desiring to plant a tree or shrubbery upon any public parkway or public property must also obtain a permit from the Director.

- (c) When a permit is given by the Director to a telephone, telegraph, electric power, natural gas or other public service corporation or utility to trim or perform other operations affecting trees on public property and parkways pursuant to this Division 2, the amount of such trimming or the extent of other operations shall be limited by the actual necessities of the service of the company or utility and such work shall be done in a neat and workmanlike manner and according to the specifications of the Director, including those set forth in Section 90-380.

Sec. 90-382. Prohibition against harming public trees.

- (a) It shall be unlawful for any person, firm, or corporation to injure, remove, or cause the damage or removal of a tree on public property without written permission from the Director. "Injure" includes but is not limited to the following: injurious attachment of any rope, wire, nails, advertising posters or other contrivance to any public tree; allowing any gaseous, liquid or solid substance that is harmful to trees to come into contact with them; setting fire or permitting any fire to burn when such fire or the heat therefrom will injure any part of any tree.
- (b) It shall be unlawful for any person, firm, or corporation to "top" any public tree. Trees severely damaged by storms or other causes, where best pruning practices are impractical may be exempted from this provision at the determination of the Director.
- (c) It is unlawful for any person to injure or destroy any landscape material in any street median, center strip or other publicly landscaped portion of a public right-of-way under the City's jurisdiction, except as authorized by the City.
- (d) It shall be unlawful for any person, except with written permit hereinafter provided for, to place or maintain upon the ground in any public parking or public property stone, cement or other impervious matter or substance in such manner as may obstruct the free access of air and water to the roots of any tree or shrub.
- (e) It shall be the responsibility of the person in charge of the erection, repair, alteration or removal of any building or structure to place a guard or protector around any tree or shrub on public property areas or parkways so as to prevent injury to such tree or shrub arising out of such erection, repair, alteration, or removal. If the erection, repair, alteration, or removal of any structure shall require the trimming, pruning or removal of any tree upon public property or rights-of-way, a written permit shall be obtained.

- (f) Any person, firm, corporation, or City department performing construction near any public tree(s) shall consult with the Director and shall employ appropriate measures to protect the tree(s), according to procedures contained in the Best Management Practices (BMPs) for “Managing Trees During Construction” published by the International Society of Arboriculture.
- (g) Each violation of this Section as determined and notified by the Director shall constitute a separate violation, punishable by fines and penalties under Section 90-385, in addition to mitigation values placed on the tree(s) removed or damaged in violation of this Section.

Sec. 90-383. Adjacent owner responsibility.

- (a) The owner of land adjacent to any City street or highway, when acting within the provisions of this Ordinance, may plant and maintain trees in the adjacent parkway area.
- (b) No property owner shall allow a tree, or other plant growing on his or her property to obstruct or interfere with pedestrians or the view of drivers, thereby creating a hazard. If an obstruction persists, the Director shall notify the property owner to prune or remove the tree or plant. If the owner fails to comply with the notice, the City may undertake the necessary work and charge the cost to the property owner.
- (c) Every owner of any tree overhanging any street or right-of-way within the City shall prune the branches so that such branches shall not obstruct the light from any street lamp or obstruct the view of any street intersection, so that there shall be clear space of ten (10) feet above the surface of the street or sidewalk. Such owners shall, after consultation with the Tree Board, remove all dead, diseased or dangerous trees, or broken or decayed limbs which constitute a menace to the safety of the public. The City shall have the right to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light or interferes with visibility of any traffic-control device or sign.

Sec. 90-384. Certain trees declared a nuisance.

- (a) Any tree, or limb thereof, on private property determined by the Director to have contracted a lethal, communicable disease or insects, to be dead or dying, to obstruct the view of traffic signs or the free passage of pedestrians or vehicles, or that threatens public health, safety, and welfare, is declared a nuisance and the City may require its treatment or removal.

- (b) Private property owners have the duty, at their own expense, to remove or treat nuisance trees on their property. The City may remove such trees at the owner's expense if the owner does not comply with treatment and/or removal as specified by the Director within the written notification period.

Sec. 90-385. Violations and penalty.

- (a) Every violation of any of the provisions of this Division 2 is punishable by a fine not exceeding one hundred dollars (\$100.00) for a first violation, two hundred dollars (\$200.00) for a second violation within one year and five hundred dollars (\$500.00) for each additional violation within one year.
- (b) In addition to the penalty set forth in Subsection (a) of this Section, any person who removes, damages, or destroys a tree in violation of the provisions of this Division 2 shall pay a sum of money equal to either the cost of its replacement or the diminishment in its value. Any and all amounts paid or collected pursuant to this Subsection (b) shall be deposited into a revolving fund to be used by the City for replacing and planting trees.

Sec. 90-386. Appeals.

- (a) *Appeals to the City Manager.* No later than fifteen (15) City working days after notice of the decision, any person dissatisfied with a decision of the Director made pursuant to this Division 2 may file a written appeal to the City Manager. The written appeal shall be signed by the aggrieved party and shall clearly state what adjustments are being requested and the reason such adjustments are warranted and shall be accompanied with such supplementary data as is deemed necessary to substantiate the requested adjustment. The City Manager may approve, modify, or deny the requested adjustment based upon the public interest, the intent of this Division 2 and any unreasonable hardship likely to result. The City Manager shall act on the appeal as expeditiously as possible and shall mail written notice of his decision to the appropriate party no later than ten (10) working days after the appeal is received.
- (b) *Appeal to Board of Zoning Appeals.* Within five (5) days after notification of the decision, but not thereafter, any aggrieved person may appeal any decision of the City Manager to the Board of Zoning Appeals. This appeal shall be made in writing to the office of the City Manager and shall be taken directly to the Board of Zoning Appeals. The appellant shall be notified of the time and place this appeal will be heard. The Board of Zoning Appeals shall act on the appeal as expeditiously as possible and shall notify the appellant in writing no later than five (5) days after the final decision.

- (c) *Actions and proceedings.* Pending such appeal, all actions and proceedings in the furtherance of the decision or order of the Director shall be stayed. Every decision of the Board of Zoning Appeals shall be subject to review by proceedings in the Superior Court of Chatham County, Georgia, pursuant to Garden City Code Section 90-220.

Sec. 90-387. Emergencies.

In case of emergencies, such as windstorms, ice storms or other disasters, the requirements of this Division 2 may be waived by the Director during the emergency period so that the requirements of this Division 2 would in no way hamper private or public work to restore order in the City.”

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

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

ADOPTED this the _____ day of _____, 2023 by the Mayor and Council of Garden City, Georgia.

RHONDA FERRELL-BOWLES,
Clerk of Council

RECEIVED AND APPROVED THIS _____ day of _____, 2023.

BRUCE CAMPBELL, Mayor

Read first time:

Read second time and passed:

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO CONTRACT WITH REEVES CONSTRUCTION CO. FOR THE PERFORMANCE OF ROAD REPAIR WORK ON THIRD STREET AND SIXTH STREET IN THE ROSSIGNOL HILL AREA IN GARDEN CITY; TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR SUCH WORK; AND FOR OTHER PURPOSES.

WHEREAS, Garden City, Georgia, desires to enter into a contract for road repair work that includes the milling, leveling, and resurfacing of certain segments of Third Street and Sixth Street in the Rossignol Hill area, all such work being funded by the 2023 Georgia Department of Transportation Local Maintenance Improvement Grant (LMIG) Project in the amount of \$104,015.02 and the City's 30% match payment in the amount of \$31,204.51, together with whatever additional amount is required to be paid by the City out of the City's 2023 General Operating Fund and Special Purpose Local Option Sales Tax (SPLOST) Fund to fully fund the project costs which have been estimated at \$305,450.00 (the "Road Repair Contract Work"); and,

WHEREAS, the City, through its retained engineer, Brennan Jones Engineering Associates, LLC ("Brennan Jones"), solicited competitive bids pursuant to Official Code of Georgia Annotated Section 36-91-21 for the performance of the Road Repair Contract Work; and,

WHEREAS, the invitation of bids was properly advertised in May 2023, with the results being as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Reeves Construction Co.	\$ 290,400.00
Sikes Brothers, Inc.	\$ 326,498.00
AD Williams Construction Co., Inc.	\$ 375,886.00
APAC Atlantic, Inc.	\$ 390,168.00

and,

WHEREAS, the City has been advised by Brennan Jones that based on current construction market conditions, the nature of the road project, and the grouping of the lowest two bids received, the low bid of Reeves Construction Co. is representative of the project cost; and,

WHEREAS, the City has further been advised by Brennan Jones that Reeves Construction Co. has successfully completed numerous local road projects similar in scope to project being bid, and that the company has sufficient personnel, equipment, and finances available to successfully perform the project work; and,

WHEREAS, Brennan has therefore advised the City that Reeves Construction Co. is the lowest and most responsible bidder as to quality and cost to perform the Road Repair Contract Work, and should therefore be awarded the contract for same based on the contractor's bid;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that based upon the recommendation of Brennan Jones Engineering Associates, LLC, Reeves Construction Co. is determined to be the lowest responsible bidder to perform the Road Repair Contract Work at the bid amount of \$290,400.00, and that a contract for the performance of the Road Repair Contract Work be awarded to such bidder with provisions set forth therein addressing any legitimate change orders or major work plan modifications which may arise due to unforeseen/unanticipated field conditions together with the City's engineering fees.

BE IT FURTHER RESOLVED that the Road Repair Contract Work shall be partially funded by the State's LMIG funds in the amount of \$104,015.02 which the City was awarded in FY2023 for the above-mentioned project, with the City funding the balance from its 2023 General Operating Fund and its Special Purpose Local Options Sales Tax (SPLOST) Fund.

BE IT FURTHER RESOLVED that the City Manager is authorized to negotiate, prepare (with the assistance of the City Attorney), and sign a contract for the performance of the Road Repair Contract Work which is in accordance with the accepted bid proposal and which contains terms in the City's best interest, and to execute such other documents which he and the City Attorney deem necessary to carry out the intent of this resolution.

ADOPTED AND APPROVED this 17th day of July, 2023.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this 17th day of July, 2023.

BRUCE CAMPBELL, Mayor

RESOLUTION

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENTER INTO AN AGREEMENT WITH ROSTAN SOLUTIONS LLC FOR DEBRIS MONITORING AND PUBLIC ASSISTANCE CONSULTING SERVICES; TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR SUCH SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, in March 2023, the City of Garden City (the “City”) initiated the procurement of a debris monitoring contractor/emergency public assistance (PA) consultant for the City due to the existing contract of the current contractor nearing expiration; and,

WHEREAS, to ensure that the City selected the contractor in an open and competitive manner, the City prepared a Request for Proposals (RFP) package that was advertised and disseminated during the month of April 2023 to the public via the City's website and other appropriate advertisement methods including the Georgia Local Government Access website (lga.org); and,

WHEREAS, the City’s solicitation of proposals followed established protocols by encouraging responses from small and/or minority business enterprises; and,

WHEREAS, five (5) proposals were submitted to the City by the 4:00 p.m. deadline on April 27, 2023, by (1) Rostan Solutions, LLC, (2) Tetra Tech, (3) Goodwyn Mills, and Cawood, Inc., (4) Disaster Services, and (5) Thompson, Consulting Services, all of which contained the information requested by the RFP and qualified for further consideration; and,

WHEREAS, the proposals were reviewed by a committee of City Staff consisting of the City’s Planning Supervisor, Public Works Manager, Assistant Financial Manager, Building Inspector, Water Services Manager, and Public Works Supervisor, who graded them based upon certain weighted factors set forth in the solicitation package including, but not limited to, price, ability, qualifications and experience, work approach, and compliance with certain mandatory requirements set forth in the package; and,

WHEREAS, based on the selection committee’s review of the five (5) qualified submittals, the committee scored the contractors on the above-mentioned criteria based on a scale from 1 (lowest) to 5 (high) and ranked them as follows from highest to lowest:

1. Rostan Solutions, LLC; Scoring: 4.83
2. Thompson Consulting Services; Scoring: 4.72
3. Tetra Tech; Scoring: 4.69

4. Goodwyn, Mills and Cawood, Inc.; Scoring: 3.72
5. Disaster Services; Scoring: 3.30

and,

WHEREAS, the proposal submitted by Rostan Solutions, LLC -- the City's current debris monitoring and public assistance consultant -- offers to continue performing debris monitoring and public assistance consulting services at the same satisfactory level of performance which it currently does commencing upon the effective date of the new agreement for a term of two (2) years with two (2) optional one (1) year renewal terms, and offers to provide such services at the same reasonable rates that it charges under its current contract with the City; and,

WHEREAS, for the above-stated reasons, the selection committee has recommended that the Mayor and Council award the debris monitoring and public assistance consulting service contract to Rostan Solutions, LLC, based on the terms and conditions set forth in the contractor's proposal as well as the City's request for proposals solicitation package after first confirming that no one associated with the City has any financial in the firm that would compromise the award and contract;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, that the City Manager, with the advice and counselling of the City Attorney, be authorized to negotiate and execute a service agreement on behalf of the City with Rostan Solutions, LLC, substantially similar to the Master Services Agreement which is attached hereto as Exhibit "A," containing the terms and conditions set forth in the contractor's proposal as well as the City's Request for Proposal package, as appropriately fine-tuned by him, and that he be further authorized to execute any other documents which he and the City Attorney deem necessary to further the intent of this Resolution.

ADOPTED by the Mayor and Council of the City of Garden City, Georgia, this 17th day of July, 2023.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and Approved this ____ day of July, 2023.

BRUCE CAMPBELL, Mayor

EXHIBIT "A"

**MASTER SERVICES AGREEMENT
FOR
DEBRIS MONITORING & PUBLIC ASSISTANCE CONSULTING SERVICES**

THIS AGREEMENT, made and entered into this _____ day of January 2023, by and between CITY OF GARDEN CITY, GEORGIA, with its principal office at 100 Central Avenue, Garden City, GA 31405, hereinafter referred to as "OWNER", and _____ providing professional services with its office at _____, hereinafter referred to as "CONSULTANT".

WHEREAS, OWNER, desires to receive the consulting services from CONSULTANT related to DEBRIS MONITORING & PUBLIC ASSISTANCE CONSULTING SERVICES, with a scope generally defined by the OWNER's Request for Proposal (RFP) and CONSULTANT'S proposal presented in Appendix A; and

WHEREAS, OWNER is desirous of engaging the services of said CONSULTANT to perform or furnish said services, and CONSULTANT has available and offers to provide personnel and facilities necessary to accomplish said services in a timely manner.

NOW, THEREFORE, said OWNER and said CONSULTANT, for the considerations hereinafter set forth, mutually agree as follows:

Article I - Professional Engagement

OWNER hereby engages CONSULTANT, as an independent contractor, to perform or furnish the services hereinafter more particularly described in Appendix A, commencing on the date of this Agreement.

CONSULTANT hereby agrees to perform or furnish as an independent contractor professional and related services as set forth herein. CONSULTANT may retain qualified sub-consultants to assist in the performance of professional services.

CONSULTANT is an independent contractor and is not and shall not be deemed to be an employee, agent, servant, partner or joint-venture of OWNER. CONSULTANT shall have the exclusive supervision, direction and control of all employees, sub-consultants, subcontractors, suppliers, materials, equipment and facilities, employed, contracted with, or used by, CONSULTANT in performing or furnishing services under this Agreement.

Article II - Term of Contract

The initial term of the Agreement between the OWNER and CONSULTANT shall be for a 24-month period beginning on the date of this Agreement. The Agreement may be renewed, at the discretion of the OWNER, for up to 2 additional 12-month terms such that the maximum term would not exceed 48 months. The ~~Contract renewal~~ shall be automatic unless either party gives sufficient notice that the Contract shall not be renewed.

Article III - Scope of Services

The scope of services performed or furnished by CONSULTANT under the terms of this Agreement is defined in Appendix A and in the executed Task Orders pursuant hereto which will authorize CONSULTANT to perform specific services related to the project. Unless modified in writing by both parties through a Task Order, duties of CONSULTANT shall not be construed to exceed those services specifically established in Appendix A. Any additional fees associated with services not included in Appendix A or authorized Task Orders must be defined and agreed to by OWNER in writing prior to initiation of those services.

Article IV - Cooperation by OWNER

OWNER shall, to the extent reasonable and practicable, cooperate with CONSULTANT in the performance of CONSULTANT's services hereunder. Such cooperation shall include, but not necessarily be limited to: providing right of access to work sites as required for Consultant to perform or furnish services under this Agreement; and providing relevant material available from OWNER's files and records.

OWNER shall appoint the City Manager or his designee as OWNER'S REPRESENTATIVE with respect to the services to be performed under this Agreement. OWNER'S REPRESENTATIVE shall have complete authority to transmit instructions, receive information, and interpret and define OWNER's policies. CONSULTANT shall be entitled to rely on representations made by OWNER'S REPRESENTATIVE unless otherwise specified in writing by OWNER.

Article V - Schedule

A schedule for carrying out services performed by CONSULTANT under the terms of this Agreement is set forth in Appendix A and in the executed Task Orders. CONSULTANT will perform or furnish all services under this Agreement in accordance with applicable requirements.

OWNER will be kept informed as to the progress of the services under this Agreement under the terms presented in Appendix A and the executed Task Orders. Neither party shall hold the other responsible for damages caused by, arising out of, or resulting from, delays beyond the control of the other party. Delays in work performed by CONSULTANT'S Sub-consultants are deemed to be delays within the control of CONSULTANT.

Article VI - Assignment of Contract

CONSULTANT shall not assign this Agreement or any portion of the services to be performed or furnished hereunder without prior written approval of OWNER.

Article VII - Ownership of Work Products

All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service and the CONSULTANT shall retain an ownership and property interest therein. OWNER shall be furnished original copies of all documents for its use, information and reference. CONSULTANT shall provide OWNER both hard and electronic copies of all deliverables including reports, drawings, computer files, etc. as specified in each executed Task Order.

Article VIII - Payment and Fee Schedule

Invoices for CONSULTANT's services shall be submitted, at CONSULTANT's option, either upon completion of such services or on a monthly basis (unless noted otherwise in the executed Task Order) and are due when rendered. Invoices shall be considered "Past Due" if not paid within 30 days after the invoice date. If the invoice is not paid within 30 days, CONSULTANT may, without waiving any claim or right against the OWNER, and without liability whatsoever to the OWNER, terminate the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1.5% on the unpaid balance

at the sole election of CONSULTANT. In the event any portion or all of an account remains unpaid 90 days after billing, the OWNER shall pay all costs of collection, including attorney's fees.

The CONSULTANT's Billing Rate Schedule is included in Appendix "A" and applies to those employees of the CONSULTANT who are engaged in providing professional services under this AGREEMENT. Direct expenses (including sub consultants hired by the CONSULTANT) will be invoiced as allowed by FEMA as it pertains to reimbursement. The CONSULTANT stipulates that the labor category billing rates may not be revised for the initial one-year period contemplated in this Agreement.

Article IX - Suspension of Work

OWNER may, at OWNER'S discretion, suspend, in writing, all or a portion of the services under this Agreement. CONSULTANT may suspend the services under this Agreement in the event OWNER does not make payment in accordance with the payment terms in Article VIII. The services under this Agreement will only be suspended for non-payment after written notice is received by OWNER from CONSULTANT of its intention to suspend performance and a cure period of seven (7) days after receipt of this notification by OWNER. The time for completion of the services under this Agreement shall be extended by the number of days the services under this Agreement is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiations, and both parties shall have the option to terminate the services under this Agreement on the suspended portion of project in accordance with Article X.

Article X - Termination of Services Without Cause

OWNER, by notifying CONSULTANT in writing, may terminate without cause any or all of the services covered by this Agreement. In the event of such termination, CONSULTANT shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of closing out the job. Such additional time shall not exceed five percent (5%) of the total time expended to the date of notice of termination or a designated total time agreed upon in the executed Work Order. All charges thus incurred, together with associated expenses reasonably incurred by CONSULTANT and reasonable charges for any other commitments outstanding at the time of termination (such as for termination of sub- consultants, rental agreements, etc.), shall be payable by OWNER within thirty (30) days following submission of a final statement by CONSULTANT. However, in the event that termination of said Agreement with CONSULTANT occurs at the completion of a specific phase of the services, the aforesaid provision for the proper close out will not apply unless agreed to by OWNER under a specific Task Order. The payment provided for under this Article shall constitute full satisfaction of any obligation OWNER has, may have or could be found to have to pay for services performed or furnished and expenses or charges incurred by CONSULTANT pursuant to this Agreement and any and all liabilities or damages arising out of or resulting from the termination of this Agreement.

Article XI - Indemnification and Hold Harmless

CONSULTANT shall indemnify and hold harmless OWNER and all of OWNER's personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of CONSULTANT, anyone directly employed by CONSULTANT, or anyone for whose acts any of them may be liable.

Article XII - Limit of Liability

In recognition of the relative risks, rewards and benefits of the project to both the OWNER and CONSULTANT, the risks have been allocated such that CONSULTANT and the OWNER agree that, to the fullest extent permitted by the laws of the State of Georgia, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, employees, agents and CONSULTANT's consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or

warranty express or implied of CONSULTANT or CONSULTANT's officers, directors, employees, agents or CONSULTANT's consultants or any of them, shall not exceed limits of CONSULTANT's professional errors and omissions liability insurance.

Article XIII - Insurance

CONSULTANT shall maintain the following insurance coverages, and will provide Certificates of Insurance to the City to verify such charges.

- a. Workers' Compensation - The CONSULTANT shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees and officials.
- b. Commercial General Liability - The CONSULTANT shall provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
- c. Business Automobile Liability - The CONSULTANT shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00 per occurrence, Combined Single Limits (CSL) or its equivalent.
- d. Professional Liability (Errors & Omissions) - The CONSULTANT shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

Article XIV - Notices

Any notice required under this Agreement will be in writing and sent to the appropriate party at the address which appears below and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

_____	City of Garden City
_____	100 Central Avenue
_____	Garden City, Georgia 31405
Attn: _____	Attn: C. Scott Robider

Article XV- Survival

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Article XVI - Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article XVII - Controlling Law

Unless otherwise specified, this agreement shall be governed by the laws in the State of Georgia. Any legal actions arising out of the performance of this Agreement shall be heard in the Chatham County, Georgia court system.

IN WITNESS WHEREOF, this Agreement has been executed by the respective duly authorized agent of OWNER and CONSULTANT, all as of the day and year first above written.

CONSULTANT: _____

OWNER: City of Garden City, GA

By _____

By _____

Name _____

Name C. Scott Robider

Title _____

Title City Manager

Date _____

Date _____

APPENDIX A INCLUDES:

OWNER'S Request for Proposal (RFP)

CONSULTANT's Proposal

CONSULTANT's Billing Rate Fee

Schedule

APPENDIX B INCLUDES:

Example TASK ORDER (TO)

AGREEMENT FOR CONSULTING SERVICES

BETWEEN

OWNER AND CONSULTANT

TASK ORDER NO. _____

This Task Order has been prepared in accordance with the Agreement for Consulting Services between CONSULTANT and OWNER, dated _____, 2023.

Scope of Services

(insert description of scope of services)

Schedule

(insert schedule)

Fee:

(insert fee proposal)

OWNER and CONSULTANT have caused this Task Order to be authorized as of the effective date of _____

CONSULTANT

OWNER

C. Scott Robider

City Manager

Date _____

Date _____

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO CONTRACT WITH SOUTERN CIVIL, LLC, TO REPLACE TWO (2) 35-FOOT DIAMETER SECONDARY CLARIFIERS AT THE CITY'S WATER POLLUTION CONTROL PLANT; TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR SUCH WORK; AND FOR OTHER PURPOSES.

WHEREAS, Garden City, Georgia, is in need of replacing two (2) 35-foot diameter secondary clarifiers at the City's Water Pollution Control Plant ("WPCP") which were installed when the WPCP was originally constructed over forty-eight (48) years ago, and which are currently out of service, resulting in difficulty in processing wastewater at the facility; and,

WHEREAS, in February 2023, the City retained the services of Brennan Jones Engineering Associates, LLC ("Brennan Jones"), to develop plans for the clarifier replacement work (the "Clarifier Replacement Work"), to submit the plans and specifications for review and information to the Georgia Environmental Protection Division, and to solicit and evaluate proposals from qualified contractors through a public bidding process to perform the Clarifier Replacement Work within the initial budgeted amount of \$650,000.00 as soon as possible, and to provide construction administrative services for the project; and,

WHEREAS, in May 2023, Brennan Jones solicited competitive bids pursuant to Official Code of Georgia Annotated Section 36-91-21 for replacing the clarifiers which resulted in the submission of two bids, one from **Southern Civil, LLC**, in the amount of **\$899,702.00**, and one from **J.S. Haren Company** in the amount of **\$1,044,000.00**; and,

WHEREAS, the City has been advised by Brennan Jones that the low bidder, Southern Civil, LLC, has completed numerous wastewater facility projects similar to the work required to replace the City's secondary clarifiers including the successful rehabilitation of the large clarifier at the City's Water Pollution Control Plant, and that the contractor has the qualifications, personnel, equipment, work history and financial ability to successfully perform the Clarifier Replacement Work; and,

WHEREAS, Brennan has therefore advised the City that Southern Civil, LLC, is the lowest and most responsible bidder as to quality and cost to perform the Clarifier Replacement Work and should therefore be awarded the contract for same based on the contractor's bid;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that based upon the recommendation of Brennan Engineering Associates, LLC, Southern Civil, LLC, is determined to be the lowest responsible bidder to perform the Clarifier Replacement Work at the bid amount of \$899,702.00 and that a contract for the performance of the Clarifier Replacement Work be awarded to such bidder with provisions set forth therein addressing any legitimate change orders or major work plan modifications which may arise due to unforeseen/unanticipated field conditions.

BE IT FURTHER RESOLVED that the Clarifier Replacement Work shall be funded by the Water and Sewer Fund at an increased budgeted amount of \$929,702.00 to cover the bid

amount of \$899,702.00 plus the cost of anticipated change order work in the approximate amount of \$30,000.00. Prior to the end of the year, the FY2023 Water and Sewer Fund budget shall be amended to reflect the increase in the cost of the Clarifier Replacement Work as well as adjustments to the funding of other line items in the budget in order to effect the balancing thereof as required by law.

BE IT FURTHER RESOLVED that the City Manager is authorized to negotiate, prepare (with the assistance of the City Attorney), and sign a contract for the performance of the Clarifier Replacement Work which is in accordance with the accepted bid proposal and which contains terms in the City's best interest, and to execute such other documents which he and the City Attorney deem necessary to carry out the intent of this resolution.

ADOPTED AND APPROVED this 17th day of July, 2023.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this 17th day of July, 2023.

BRUCE CAMPBELL, Mayor

GARDEN CITY RESOLUTION

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, and that they do hereby appoint _____ as the City's citizen representative on the Chatham Area Transit Authority to serve at the City pleasure, on an at-will basis, for a term commencing on the effective date of this Resolution and ending July 1, 2028, and until the appointment and qualification of his successor.

IN OPEN SESSION this 17th day of July, 2023.

RHONDA FERRELL-BOWLES
Clerk of Council

Received, approved and made effective this 17th day of July, 2023.

BRUCE CAMPBELL
Mayor