

## ***Pre-Agenda Session @ 5:30 p.m.***

### **A G E N D A**

***City Council Meeting***

***Monday, April 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](http://www.gardencity-ga.gov). The request should state the name of the individual(s) desiring to be heard and the subject matter to be presented to City Council. Requests may be referred at the discretion of the City Manager, to appropriate staff for mediation prior to being placed on the public agenda. Please be advised the completion of a request form does not entitle the speaker to be added to the agenda.

➤ **RECEIPT OF INFORMAL PUBLIC COMMENT:**

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

**Informal Public Comment – Speaker Protocol**

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

## ➤ PUBLIC HEARINGS

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

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

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

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

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

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

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

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

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

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

➤ **Approval of City Council Minutes**

- Consider the minutes from the April 3rd Pre-Agenda Session and City Council Meeting.

**City Manager's Report**

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

➤ **ITEMS FOR CONSIDERATION**

- **Resolution – Final Subdivision (CenterPoint – Dean Forest Rd):** A resolution of the Mayor and Council of Garden City, Georgia, approving the final subdivision map for the subdivision of a 252.7-acre tract located at 2450-2505 Dean Forest Road into eight (8) proposed lots owned by CenterPoint Dean Forest LLC.
- **Resolution, CHA Master Agreement (New Gym Complex):** A resolution authorizing the City Manager to negotiate, for subsequent approval by the City Council, a master agreement, including a cost budget and time schedule, with CHA Consulting, Inc., to provide architectural and engineering services for the planning, design, permitting, and 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.
- **Resolution, BOE Intergovernmental Agreement (Stadium & Gym Athletic Facilities):** A resolution authorizing the Mayor and Council of Garden City, Georgia, to enter into a second amended and restated Intergovernmental Agreement with the Board of Public Education for the City of Savannah and County of Chatham to facilitate, through the purchase of the City's land and real property improvements constituting the Garden City Stadium and Gymnasium Athletic Facilities, the redevelopment of the Board's Groves High School Facility located on Priscilla D. Thomas Way to a multi-school campus consisting of A K-8 facility, high school, stadium and athletic fields; further authorizing the Mayor and Council to enter into an additional Intergovernmental Agreement with the Board of Public Education for the City of Garden and County of Chatham providing the City temporary use of the gymnasium, adjoining office space, and athletic fields at the Board's Lower Woodville-Tompkins Campus until June 30, 2025, by which time the City will have acquired and opened a new recreational facilities of its own; to authorize the Mayor to execute both agreements.
- **Resolution, Police Department Salaries:** A resolution to increase the minimum starting salary/pay rate for entry-level police officers and to authorize salary/pay increases of Two (\$2.00) dollars per hour for all currently employed police officers holding positions higher than entry-level.
- **Resolution, Georgia Cities Week:** A resolution recognizing Georgia Cities Week, April 23-29, 2023, and encouraging all residents to support the celebration and corresponding activities.

➤ **ADJOURN**

## MINUTES

### City Council Meeting Monday, April 3, 2023 – 6:00 p.m.

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

**Opening:** Councilmember Daniel 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 Richard Lassiter, Councilmember Natalyn Morris, and Councilmember Debbie Ruiz. Absent: Councilmember Kim Tice

**Staff Members:** Scott Robider, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Yolanda Irizarry, HR Director; Mike Dick, Fire Chief; Cliff Ducey, Recreation Director; Jon Bayer, Water Operations Manager; Cliff Davis, Public Works Manager and Richard Hood, GCPD Captain. Absent: Gil Ballard, Chief of Police

**Presentation:** The Recreation Director introduced the Boys 12 & Under Basketball State Champions. The Mayor and City Council recognized the team members and Mayor Campbell presented the team members with championship rings and tee-shirts and recognized the team Coaches.

**Informal Public Comment:** Mayor Campbell opened the public comment portion of the meeting. There were no speakers.

**City Council Minutes:** Councilmember Daniel motioned to approve the minutes from the March 20, 2023, pre-agenda session and city council meeting. The motion was seconded by Councilmember Ruiz and passed without opposition.

**City Manager's Report:** The City Manager reported on various projects.

**Items for Consideration:**

**Resolution – New Gym Bond Letter of Intent for Underwriting Services:** The Clerk of Council read the heading of a resolution authorizing the execution of a preliminary nonbinding letter of intent for engaging Raymond James & Associates, Inc., to underwrite bonds issued to finance Garden City's construction of a new gymnasium complex.

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

**Adjournment:** Given there were no other items to discuss, Mayor Campbell called for a motion to adjourn the meeting. Councilmember Ruiz motioned to adjourn the meeting at approximately 6:18 p.m. The motion was seconded by Councilmember Hall and passed without opposition.

*Transcribed & submitted by: The Clerk of Council*

*Accepted & approved by: The City Council 4/17/23*

**SYNOPSIS**  
**Pre-Agenda Session**  
**Monday, April 3, 2023 – 5:30 p.m.**

**Call to Order:** Mayor Campbell called the meeting to order at approximately 5:30 p.m. Councilmember Hall gave the invocation.

**Attendees**

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

**Staff Members:** Scott Robider, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Yolanda Irizarry, HR Director; Mike Dick, Fire Chief; Cliff Ducey, Recreation Director; Jon Bayer, Water Operations Manager; Cliff Davis, Public Works Manager and Richard Hood, GCPD Captain. Absent: Gil Ballard, Chief of Police

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

**City Manager Updates:** The City Manager reported on the new gym project and bond process.

The City Attorney stated that the letter of intent for the underwriting services for the gym bond is not binding. He said Raymond James & Associates needs something in writing so they can start looking at the rates.

Councilmember Morris asked what the bond amount would be. The City Manager replied, approximately \$16 million. She asked what the term would be. The City Manager said that there are term options of ten, twenty, or thirty years. He noted that there would be no penalty for paying off the bond early.

Councilmember Daniel asked if the City Manager checked with GMA. The City Attorney said Raymond James & Associates would contact GMA. Councilmember Daniel asked how long the bond process is. The City Manager said it will take approximately ninety days to finish the bond elevation.

**Mayor's Updates:** Mayor Campbell stated that the City Council has thirty days to return the City Manager's evaluation to him.

Councilmember Hall said back in November we met with EOA about the Cooper Center and Councilmember Lassiter said that he would set a meeting up with the community by the first of the year. He asked Councilmember Lassiter if a meeting date had been set. Councilmember Lassiter stated that he would get back to him.

Councilmember Daniel stated that she had several things to put on the workshop agenda. The City Manager asked Councilmember Daniel to send the items to him to put on the workshop agenda.

Councilmember Morris stated that the train was blocking Priscilla D. Thomas Way and kids were playing on the train while it was stopped. She said this is creating a dangerous situation because if the train starts moving with the kids on the train they will get hurt. The City Manager recommended that when the residents see the kids playing on the train, they call the patrol sergeant and tell them to stop playing on the train.

Councilmember Morris requested to see what it can do about getting access to the neighborhood so residents can get in and out when the train is stopped on the tracks for long periods. She said we were talking about going through Dillard Yard, but the railroad changed its mind.

**Adjournment:** Given that there were no other items to discuss, the City Council unanimously adjourned the pre-agenda session at 6:57 p.m.

*Transcribed & submitted by: The Clerk of Council*

*Accepted & approved by: The City Council 4/17/23*



## Garden City Fire Marshal's Office

100 Central Avenue  
Garden City, GA 31405



GARDEN CITY

### REPORT TO MAYOR AND CITY COUNCIL

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

**DATE:** April 11, 2023

**SUBJECT:** *Fire Department March 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 March 2023 and all related information is current as of March 31, 2023.

Prepared by: Michele Johnson  
Title Assistant Fire Chief

Reviewed by: Mike Dick  
Title Chief of Fire

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Scott Robider, City Manager

Attachment(s)



## Garden City Fire Marshal's Office

100 Central Avenue  
Garden City, GA 31405



### Calls for Service in March 2023

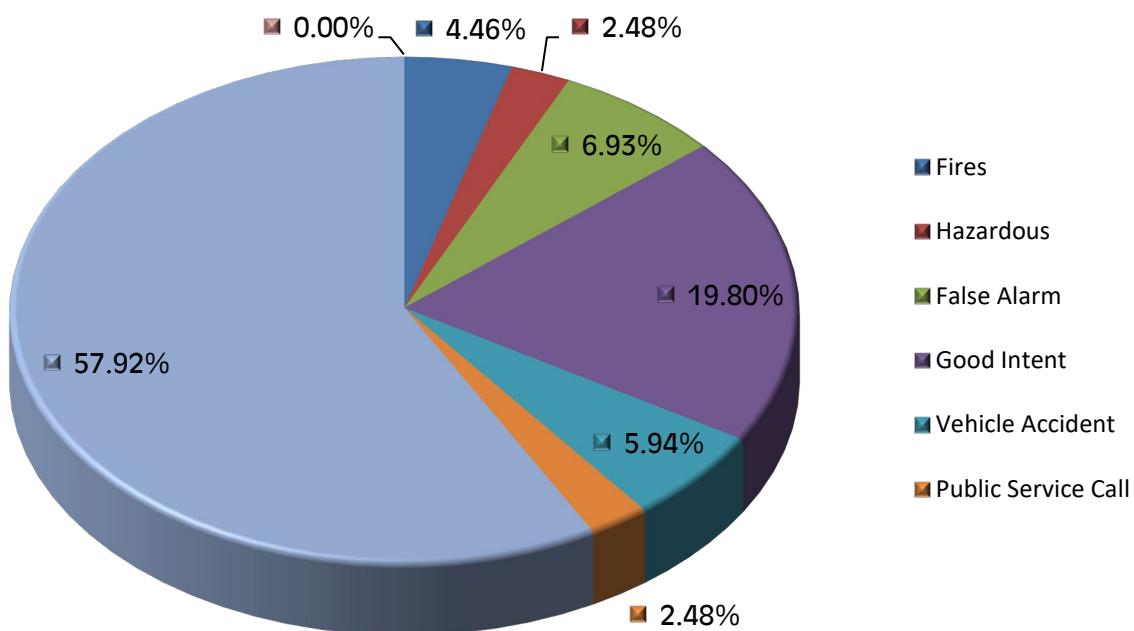
There was a total of 202 calls for service in the month of March 2023.

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

#### Incident Type:

Building fire	2	Good Intent	40
Trash or rubbish fire	1	False Alarm	14
Passenger vehicle fire	1	Service Call	5
Road freight or transport vehicle fire	1	Inspections/Pre Plan	0
Brush or grass fire	1		
Dumpster fire	3		
First Responder	117		
Vehicle Accident	12		
Extrication	0		
Hazardous Incident	5		
Weather Related	0		

### March 2023 Fire Service Calls





## Garden City Fire Marshal's Office

100 Central Avenue  
Garden City, GA 31405



### Department Activities/Events

#### Department Training

In March, fire personnel reported a total of 747 hours of training resulting in an average of 25.76 hours of training per Firefighter and a total of 1,691 for the year. The department spent an exceptional amount of time training in comparison to most months.

On March 29<sup>th</sup> & 30<sup>th</sup>, Rope Rescue Level 1 Testing was held at Chatham Emergency Services on Grove Point Road. Garden City had 8 participants.

#### Department Activities/Events

The Fire Department applied for a number of grants during the month of March. These include the SAFER grant for 6 new positions/firefighters, the Fireworks Tax grant to purchase 8 sets of bunker gear through the Georgia Firefighter Standards and Training Council, and the TIME (Traffic Incident Management Enhancement) grant to purchase safety vests and cones. The department also intends on applying for the Firehouse Subs grant when it opens in July to purchase SCBA's (self-contained breathing apparatus).

#### Community Relations

At the owner's request, the Fire Department visited a licensed, at-home daycare so the children could see the fire truck and visit with the firefighters on March 7<sup>th</sup>.

On March 25th, the Fire Marshal's office sponsored a Fire Prevention Community Blitz. There were 20 smoke alarms installed at homes on Azalea Avenue, Ronnie Avenue, Hickory Drive, and Wallberry Street.

On February 21<sup>st</sup>, Garden City Fire personnel were present at the "Residents Monthly Meeting" for all Garden City citizens that's held on the 3<sup>rd</sup> Tuesday of the month at the Jesus First Community Church.



## 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 - Just got out the shop for provisional maintenance and to have the heater core replaced due to leaking
Engine 22	2016 Pierce Pumper	Out of service - In the shop for provisional maintenance, front-end alignment and oil leak
Engine 23 (reserve 22)	2000 E-One Pumper	In service – Just had a minor electrical issue repaired
Engine 24 (Service21)	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
Truck 22 (ladder)	2003 E-One Ladder Truck	In service – oil leak, due for provisional maintenance, wiring must be updated due to age (once E22 is out of shop)



## Garden City Fire Marshal's Office

100 Central Avenue  
Garden City, GA 31405



### Fire Marshal

For the month of March, the FMO continued to work on Annual Fire Inspections in the city. There was one major issue/complaint for this month. GCFMO is working with the State Fire Marshal's Office to get the facility into compliance. Garden City fire personnel performed a Smoke Alarm Blitz in the Azalea Avenue area and 20 free smoke alarms were installed for the residents.

Here's the break down by Inspection Type and the plan reviews by project:

Annual Inspection (initial inspection):	44
RE-Inspection:	52
Certificate of Occupancy:	2
Consultation Site Visit:	8
Fire Protection Equipment Inspection:	8
Occupational Tax Certificate (new tenant):	7
<b>Total number of Inspections:</b>	<b>121</b>

### Plan Review

0 Kelly Hill Road  
2450 Dean Forest Road Fire Alarm  
2470 Dean Forest Road Fire Alarm  
2505 Dean Forest Road Site Plan  
109 Prosperity Drive Site Plan  
4820 Augusta Road Building Plan  
443 Telfair Road Building Plan

**Total of Hours:** **+/- 24 hrs.**

### Regulatory Fees:

**Total Fee Collected:** **\$2,600.00**



## Garden City Fire Marshal's Office

100 Central Avenue  
Garden City, GA 31405



GARDEN CITY

### Looking Ahead

- Bringing more state certified training to the City of Garden City which will be made available to surrounding municipalities and the Georgia Port Authority.
- Assisting and attending state certified classes that are offered in surrounding municipalities.
- 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.
- Pursuing options for vehicle replacement.

**REPORT TO MAYOR AND CITY COUNCIL****AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**      **DATE: April 11, 2023**

**CT: Human Resources Department Report for March 2023**

**Report in Brief**

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

Prepared by: Yolanda Irizarry

Title: Human Resources Director

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

Title \_\_\_\_\_

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City Manager

**Garden City**  
**Human Resources Department**  
**March 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 four (4) new hires during the month of March; three were hired into the Court Department as Clerk of Court, Deputy Clerk of Court, and Court Administrator; the other individual was hired into the Police Department as Police Officer Recruit.

**Promotions/Milestones**

There were no promotions during the month of March.

**Employment Terminations**

There were two (2) separations from employment: both from the Court Department.

**City Employment**

The City ends the month of March with 104 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.

<b>March</b>	
TOTAL EMPLOYEES:	118
FULL-TIME ONLY:	104
CONTRACTOR/TEMP:	0
PART-TIME:	7
PART-TIME/CASUAL -SEASONAL	7

## **Employee Turnover Data Per Month**

<b>Month</b>	<b>Percent</b>
January	0%
February	4%
March	1.9%
April	%
May	%
June	%
July	%
August	%
September	%
October	%
November	%
December	%

## Garden City Personnel Data

## New Hires – 2023

**REPORT TO MAYOR AND CITY COUNCIL****AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL      DATE: 4/12/23**  
**SUBJECT: *Technology Department Report for the Month of March***

**Report in Brief**

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

Prepared by: Chris Snider  
Title              Information Technology Director

Attachment(s)

### **Technology Report**

- Two Desktop replacement
- Two new laptops deployed
- Computer Lab Completed for Sensor Center

### **Building Maintenance**

- City Hall Pressure wash was completed
- PD Floor waxing Completed
- Court Room A/C Replacement

# REPORT TO MAYOR AND CITY COUNCIL

# AGENDA ITEM

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

**DATE: 04-12-2023**

**SUBJECT: POLICE DEPARTMENT MONTHLY STATUS REPORT**

## **Report in Brief**

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

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

Prepared by: Jeri Varnum

Title: Executive Assistant/Accreditation Manager

Reviewed by: Gilbert C. Ballard

Title: Chief of Police

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Scott Robider, City Manager

Attachment(s)



# Police Department - March 2023 Status Report

## Calls for Service

There were a total of 1,811 calls for service and self-initiated activity in the month of March 2023, for a total of 5,514 calls for service year to date.

## Adult & Juvenile Arrest/Charge Summary

Adult Arrests - 121 Juvenile Arrests - 0

<u>Offenses</u>				
	Assault	17	Burglary	1
	Damage to Property	5	Fraud	9
	Larceny	21	Motor Vehicle Theft	5
	Narcotics	11	Stolen Property	4
	Weapons Violation	5		

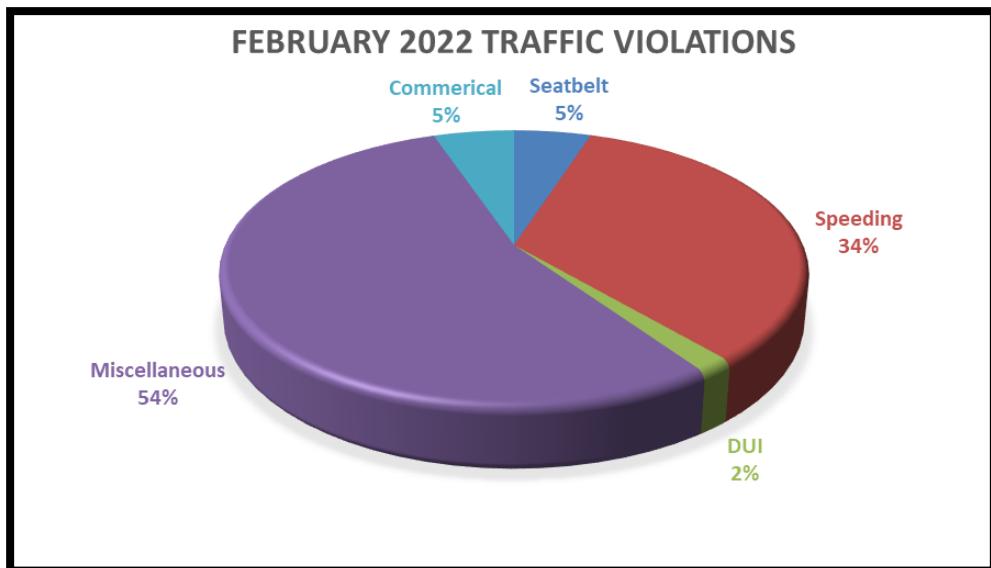


## Current Month's Top Criminal Violations by District

	Daniel District 1	Ruiz District 2	Morris District 3	Lassiter, Jr. District 4	Tice District 5
Assault	2	5	3	3	4
Burglary	0	0	0	0	1
Damage to Property	2	1	0	1	1
Fraud	1	2	1	1	4
Larceny	1	2	5	5	8
MV Theft	1	2	0	0	2
Narcotics	1	2	2	1	5
Stolen Property	0	0	1	0	3
Weapons Violation	2	0	1	0	2

**Traffic Violations** There were 1,396 traffic violations during March. A total of 4,243 traffic violations have been written for 2023.

<u>Traffic Violations Issued</u>	Speeding Violations	502	Fatalities	0
	Seat Belt Violations	80	Written Warnings	150
	DUI Citations	22	Commercial Vehicle Citations	93
	Miscellaneous Citations	642		



#### Accidents

Total Accident Reports	58
Public Roadway Accidents	43

Private Property Accidents 15

**Open Records Requests** The Garden City Records Department received and processed 343 Open Records requests for March. A total of 827 Open Records Requests have been processed in 2023.

#### Training

During the month of March 2023, police personnel reported a total of 188 hours of training. Some of the training classes the officers attended during the month of March were: Critical Tasks, Patrol Tactics, Interviews and Interrogations, Building Positive Police-Community Relations, Motorcycle Gang Intel, Standardized Field Sobriety Testing, and Intoxilyzer 9000 re-certification.

#### Items of Interest for March 2023

- The Garden City Police Department held a promotion ceremony on March 2nd. Congratulations to our newly promoted Sergeant Reyes and Corporal Villegas.
- On March 3rd, Chief Ballard participated in the "I PLEDGE" program at Savannah High School.
- On March 9th, GCPD held a "CHAT WITH A COP" at the Food Lion on Minus Avenue.
- The Garden City Elementary School zone camera went live on March 21st.
- The Department received the Partnership Award for 2023 on behalf of the Savannah Chatham County Public School System (SCCPSS), Superintendent, and the Board of Education Police Department. This award is to recognize the immeasurable, and continued support and collaboration our department has given the Savannah Chatham County Public School System, as well as the Board of Education Police Department.

## REPORT TO MAYOR AND CITY COUNCIL

## AGENDA ITEM

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**      **DATE:** 04/10/2023

**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 March and all project related information is current as of 03/31/2023.

Prepared by: Lynnette S. Hymes  
Title Executive Administrative Assistant

Reviewed by: Clifton Davis  
Title Public Works Director

C. Scott Robider, City Manager

### Attachment(s)

## Department of Public Works



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

**Operations & Maintenance:**

Public Works personnel completed 9 **Resident Requests**, and 373 **Work Orders** for the month of March.

**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 – 1840 ft., Cut – 4,891 ft.

Streets:

- Street Repairs – Asphalt Speedbump (Chatham Villas and Talmadge), Asphalt for Water Repair on 4<sup>th</sup> St., Asphalt Speedbumps at 71 Varnedoe, Asphalt Speedbump overlays at Chatham Villa, Roller Rental for compaction of Millings on connector road between 1<sup>st</sup> and 2<sup>nd</sup> St., Asphalt Speedbumps at 304 & 616 Griffin Ave., 709 Talmadge Ave., 333 Big Hill Rd., and 92 Varnedoe, Asphalt Flume at Griffin and Old Louisville Rd. - Total \$ 9,358.75. (Crosby Contracting Co., LLC)
- Slick Finish, Inc. – Demo Pipe Replaced and pour and Flumes for Culverts. – \$ 19,400.00.
- Street Sweeper Mileage – 20.81 miles
- Signs: Multiple Knockdowns/replacements - 16 Total
- Canal road cleaned canal cleaned and culvert installed. - \$8,300.00

Mixed Dry Trash Collection by City and Disposal:

- 76.57 Tons Collected Total Mixed Dry Trash (\$7,192.50) - YTD
- 76.57 Tons Collected YTD taken to Savannah Regional Landfill

Trees: Location: 1 Oak Tree down. Location 108 Jasper. 1 Oak Tree down. All debris cleaned up and removed. Location 304 Olmsted Place. 1 Stump ground down. All debris cleanup up and removed. Location 304 Olmsted Place. 1 Stump ground down. Location 108 Olmsted Place, 1 Stump ground down. Location 108 Jasper Drive. Remove 1 Cedar Tree adjacent to power line. All debris cleaned up and removed. Location 5411 Pineland. Total \$4,300.00.

## REPORT TO MAYOR AND CITY COUNCIL

## AGENDA ITEM

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

**DATE:** April 4, 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 March 2023 and all related information is current as of April 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 – March 2023

## Permits

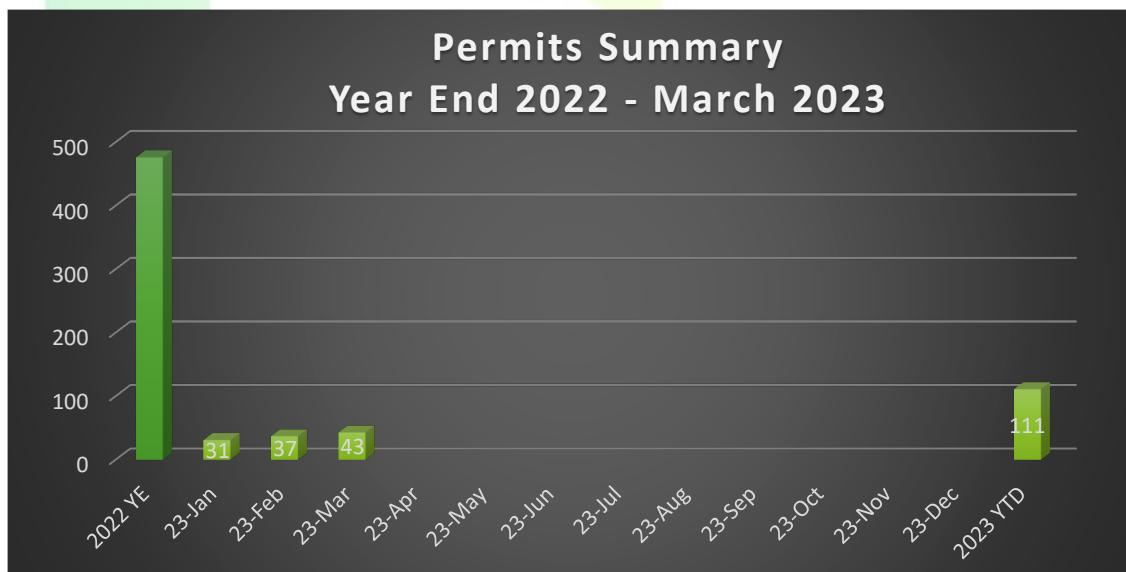
There were 43 permits issued during the month. *They included:*

**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	
May-23	
Jun-23	
Jul-23	
Aug-23	
Sep-23	
Oct-23	
Nov-23	
Dec-23	
2023 YTD	111

### **Inspections**

Inspections scheduled included:

- 21 Business License
- 38 Mechanical/Electrical/Plumbing
- 44 Building
- 16 Site (Property/Development/Preliminary/Demolition)

### **Code Enforcement Activity**

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

## New Business Licenses Issued

March 2023

Name	Address	Business Type
Garden City Mini Mart	213 U.S. HWY 80	Convenience Store
The Vemco Music Co.	1101 Chatham Parkway E3	Amusement Arcades
The Latins Barbers	4820 Augusta Road Unit 104	Barbershop
Big Rig Leasing, LLC	32 Minus Avenue	Truck, Utility trailer and RV
Big Rig Truck Repair, LLC	32 Minus Avenue	General Automotive Repair
DSE Enterprise, Inc.	3915 Old Louisville Road	Parking Lots and Garages
Stathas Racing and Performance	109 Burgess Road	General Automotive Repair
Zuniga Auto Repair & Towing Services, LLC	602 U.S. Hwy 80	General Automotive Repair
Wathall Oil Company	520 Bourne Avenue	Petroleum & Petroleum Products
Greystone Painting and Remodeling	105 Bowman Avenue	Residential Remodelers
Mobile Drug Screening, LLC	24 W. Chatham Ct.	All other misc. ambulatory health care
El Habanero Antojitos, LLC	4328 Augusta Road	Limited-Service Restaurant

## Business Licenses Year End 2022 - March 2023



	<u>New Businesses</u>
2022 Year End	66
Jan-23	8
Feb-23	5
Mar-23	12
Apr-23	
May-23	
Jun-23	
Jul-23	
Aug-23	
Sep-23	
Oct-23	
Nov-23	
Dec-23	
2023 YTD	25

# Memorandum

**To:** Scott Robider  
**From:** Benji Selph – Code Officer  
**Date:** 4/3/2023  
**Re:** Council Report

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

**Signs- 00**

**Sanitation Citations-00**

**Courtesy Notices and Violation Notices- 43**

**Re-inspections- 52**

**Cases Closed (Compliance or dismissed)- 37**

**Vehicles Tagged Derelict or tagged for tow- 13**

**Vehicles Towed- 05**

**Vehicles MBO or brought into compliance- 08**

**Court Citations- 02**

**Misc. Inspections (including zoning checks, tax cert checks, permit checks, routine insps)- 21**

**Housing Codes- 03**

**Cease and Desist Orders obtained: 00**

**Warrants and Court Orders obtained: 00**

**Properties that the City worked on (including cutting, cleaning, securing) and billed- 05**

**CE Condemnations (Placards posted- including for unfit, unsecure, unsafe): 01**

**RI/Inspection Fees Imposed: 02**

**Stormwater Inspections (EPD): 15 (Includes 6 GI/LID Pond Inspections)**

**Stop Work Order Issues: 01**

## ***Parks & Recreation 2023 March Report***



Picture from April 1<sup>st</sup> Garden City Easter Eggstravaganza at Garden City Hall

**TO: THE HONORABLE MAYOR AND CITY COUNCIL    DATE: April 11<sup>th</sup> 2023**

**SUBJECT: *Parks & Recreation 2023 March 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 March 2023 and all related information is current as of April 11, 2023.

Prepared by: Cliff Ducey  
Title Parks & Recreation Director

### **Parks & Recreation Department Status Report Summary - March 2023**



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

During March an average of 40 Senior Citizens per day attended/participated in adult programs at the Senior Center. We served 785 meals in March.

***Activities included: Devotion time, bingo, trivia, puzzles, bridge, cards, pool and line dancing, muscle strengthening exercise and much more.***

➤ Our Seniors enjoy exercising, going on trips, playing games, watching movies, listening to lecturers, eating, shopping, and just hanging out with friends at the Garden City Senior Center. **Come join the fun!!**



Garden City Seniors  
enjoying Easter cook out and  
Senior egg hunt at Sharon  
Park.

**Youth Sports:** Rec Baseball Season Underway



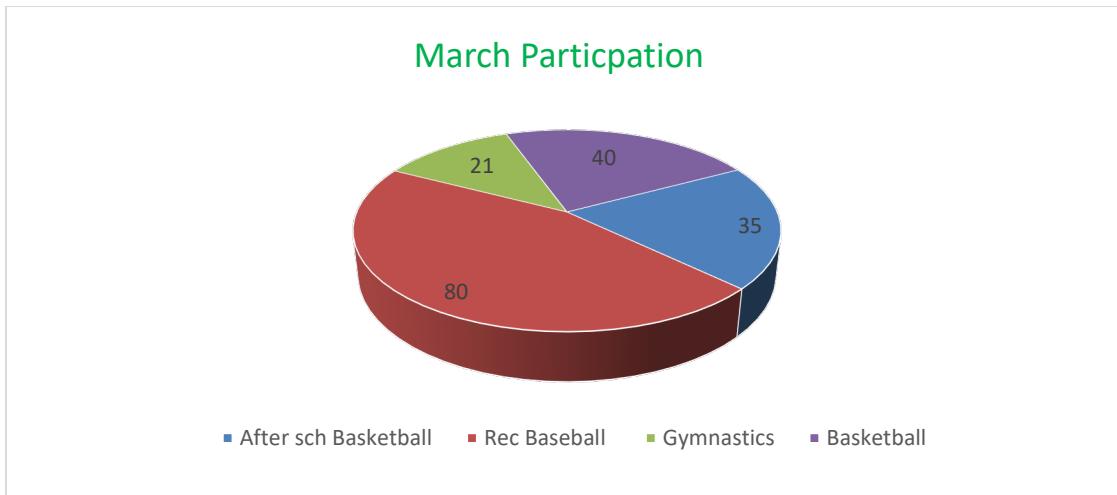
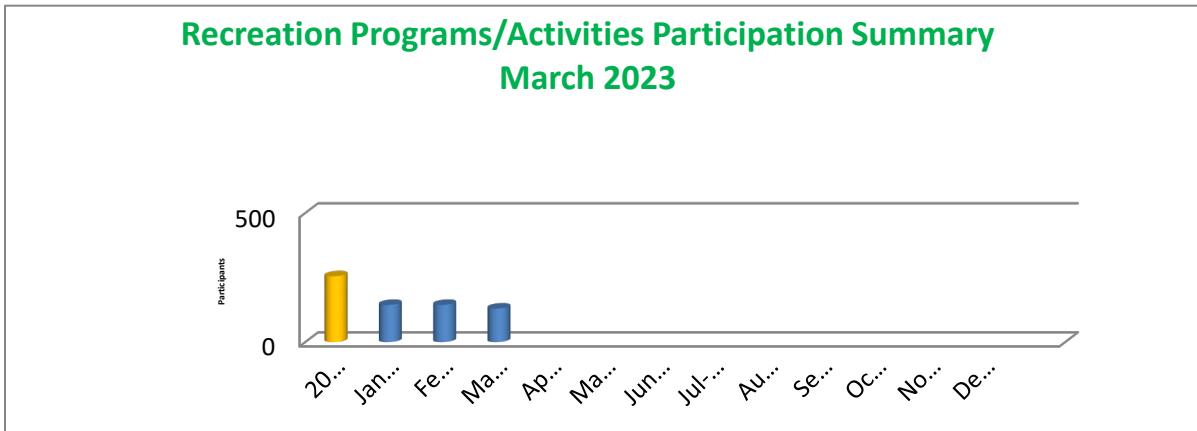
Garden City T-Ball team Game ready.

**Sports Programs/Activities**

During the month of March, 130 Youths participated in Garden City's Youth Sport Programs.

➤ **Upcoming Programs/Events ....**  
**Garden City Camp Eagle Summer Day Camp**  
**Ages 5-12, Camp Dates May 30<sup>th</sup> -July 28th**

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



**REPORT TO MAYOR AND CITY COUNCIL****AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**      **DATE:** 04/10/2023

**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 March and all project related information is current as of 03/31/2023.

Prepared by: Lynnette S. Hymes  
Title              Executive Administrative Assistant

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

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C. Scott Robider, City Manager

Attachment(s)

Department of Water and Sewer Operations



## **Water Operations & Maintenance:**

125 Service Orders, 49 Work Orders

31.3 million Gallons of Drinking Water for the Month of March 2023

**Hydrant Services:** 50

**Water Line Services:** 24

**Located Services:** 178

### **Utility Services:**

- Meter Services: 41
- Connects: 100
- Disconnects: 34
- Delinquent Disconnects: 93

\* 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: 10
- Lateral/Blockage Services: 7
- Sanitary Sewer Overflow Event: 0

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

## **EXECUTIVE SUMMARY**

- The treatment plant received a total of 3.65 inches of rain during the month and treated 41.3 million gallons.
- The max EFF daily flow for the treatment plant was 1.52 MGD recorded on March 20, 2023.
- The water system withdrew a total of 31.3 MG from well facilities and purchased 0.77 MG from the Savannah Southbridge System (Town Center Water System)
- Monthly drinking water bacteriological sampling completed = passed
- Monthly water and wastewater reporting submitted to State = no violations

# RESOLUTION

*A RESOLUTION OF THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, APPROVING THE FINAL SUBDIVISION MAP FOR THE SUBDIVISION OF A 252.7 ACRE TRACT LOCATED AT 2450-2505 DEAN FOREST ROAD, GARDEN CITY, GEORGIA (CHATHAM COUNTY, GEORGIA PROPERTY TAX IDENTIFICATION NUMBER 6-986-01-002), INTO EIGHT (8) PROPOSED LOTS OWNED BY CENTERPOINT DEAN FOREST LLC.*

**WHEREAS**, CENTERPOINT DEAN FOREST LLC (the “Applicant”), intends to develop a 252.7-acre tract at 2450-2505 Dean Forest Road in Garden City, Georgia, into eight (8) lots for warehouse/container yard use to be known as CenterPoint Industrial City Gardens; and,

**WHEREAS**, Applicant has filed an application for approval of the final subdivision map for the creation, through a property subdivision, of eight (8) developable lots (three (3) for warehouse buildings; two (2) for container yards; and three (3) for common areas) which shall be accessed from Dean Forest Road, Davidson Drive, and Robert B. Miller Road (the “Application”), the preliminary plans for such subdivision having been approved by the Mayor and Council on July 18, 2022; and,

**WHEREAS**, Subsection 70-35 of the Garden City Code requires the City’s Planning Commission to review and make recommendations to the Mayor and Council regarding a final subdivision map; and,

**WHEREAS**, on March 14, 2023, at 6:00 p.m. o’clock, the City’s Planning Commission held a publicly noticed meeting on the Application and recommended that the Mayor and Council approve same; and,

**WHEREAS**, the final subdivision map submitted for approval by CENTERPOINT DEAN FOREST LLC satisfies all of the criteria for a final subdivision map as set forth in Subsection 70-35 of the Garden City Code which includes the size and dimensions of the lots, the location and design specifications for roads and entrances to the subdivision, the method by which storm sewers, sanitary sewers and water facilities will be provided, the location of utility easements, and the sufficiency of grading and drainage; and,

**WHEREAS**, the Applicant has filed with the final subdivision map all applicable certificates from its engineers certifying that all existing improvements have been installed in accordance with the requirements of the City Code including, but not limited, to Chapter 38 pertaining to flood damage prevention, and in accordance with the design approved by the Mayor and Council on the Applicant’s preliminary plans; and,

**WHEREAS**, the Applicant has provided the City with the requisite adequate assurances that all improvements yet to be completed shall comply with any and all applicable federal, state, and local laws and regulations; and,

**WHEREAS**, on March 20, 2023, at 6:00 p.m. o'clock, an advertised public hearing was held by the Mayor and Council on the final subdivision map; and,

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

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

Section 1. The Mayor and Council of Garden City, Georgia, hereby finds and determines that the Application and the final subdivision map meet all of the applicable criteria set forth in the Garden City Code.

Section 2. The Mayor and Council of Garden City, Georgia, hereby approves the Application and the final subdivision map.

Section 3. This Resolution shall take effect upon passage.

ADOPTED, this 17th day of April, 2023.

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RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED, this 17th day of April, 2023.

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BRUCE CAMPBELL, Mayor

## **RESOLUTION**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE, FOR SUBSEQUENT APPROVAL BY CITY COUNCIL, A MASTER AGREEMENT, 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, AND FOR OTHER PURPOSES.**

WHEREAS, in late 2021, the City undertook the procurement of a qualified engineering consulting firm to provide architectural and engineering services for the planning, design, permitting, bid selection, and construction administration for the construction of the multi-purpose recreation complex on the City's Haynes Elementary School site measuring 13.43 acres, more or less, located off of Highway 80 in Garden City, Georgia (Tax Parcel 6-0018-01-001) (the "Project"); and,

WHEREAS, the solicitation for a qualified engineering consulting firm involved the development of a comprehensive Request for Proposals package which was disseminated by posting same on the City's website and on the Georgia Local Government Access Marketplace Website; and,

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

WHEREAS, the City's Request for Proposals attracted several potentially interested engineering consulting firms who attended a pre-proposal meeting at the Haynes Elementary School site for the purpose of posing questions to the City's staff about the project and the submission of bid proposals in general; and,

WHEREAS, six companies submitted proposals to the City before the January 17, 2023, bidding deadline, to wit, Robertson Lola Roof, Raymond LLC, Greenline Architecture, Lynch Associates Architects, CHA Consulting, Inc., and Goodwyn Mills Cawood (GMC); and,

WHEREAS, the submittals of the six companies were reviewed by a seven-person selection committee composed of City Staff that included Cliff Ducey -- Director of the City's Park and Recreational Department, and Brennan Jones of Brennan Jones Engineering Associates, LLC, -- the City's general engineering consultant, who scored each proposal 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 scoring system, Greenline Architecture and CHA Consulting, Inc., scored significantly higher than the rest of the proposers, and were both further screened and evaluated based on an in-person interview conducted by the members of the selection committee for the purpose of more closely examining each company's work history and experience; and,

WHEREAS, CHA Consulting, Inc., received the highest score total based on the selection committee's initial evaluation of its bid proposal and the subsequent in-person interview; and,

WHEREAS, the project proposal from CHA Consulting, Inc., attached hereto as Exhibit "A", offers to perform the Project in the following independent five consecutive contract phases totaling \$922,000.00 during the indicated periods of time upon the City's issuance of work orders therefor: (1) Phase 1 – Project Kickoff and Data Collection (\$34,000.00; 12 weeks), (2) Phase 2 – Design and Construction Documents (\$641,000.00; 26 weeks), (3) Phase 3 – Permitting (\$18,000.00; 8 weeks), (4) Phase 4 – Bidding Assistance (\$26,000.00; six months), and (5) Construction Administration (\$203,000.00; 12 months); and,

WHEREAS, the project proposal from CHA Consulting, Inc., also includes providing a "Clerk of the Works" to assist with Project communications during construction at the cost of \$44,200.00 (10 hours/week x \$85/hour), making the total Project cost \$964.200; and,

WHEREAS, for the above-stated reasons, the selection committee has recommended that the Mayor and Council award to CHA Consulting, Inc., a Master Contract to perform the Project work based on the terms and conditions set forth in the company's proposal as well as the City's Request for Proposals package;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of Garden City, Georgia, in regular session assembled, that CHA Consulting, Inc., be designated as the City's engineering and consulting contractor to provide architectural and engineering services for the planning, design, permitting, bid selection, and construction administration for the building of a multi-purpose recreation complex on the City's Haynes Elementary School site, and that the City Manager, with the advice and counselling of the City Attorney, be authorized to negotiate and execute on behalf of the City a Master Agreement with CHA Consulting, Inc., containing the terms and conditions set forth in the contractor's proposal as well as the City's Request for Proposal package for final approval by Mayor and Council.

ADOPTED by the Mayor and Council of the City of Garden City, Georgia, this 17<sup>th</sup> day of April, 2023.

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RHONDA FERRELL-BOWLES,  
Clerk of Council

RECEIVED AND APPROVED this 17<sup>th</sup> day of April, 2023.

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BRUCE CAMPBELL, Mayor



March 22, 2023

Scott Robider, City Manager  
City of Garden City  
100 Central Avenue  
Savannah, Georgia 31405

**Subject: Proposal for Professional Services  
Garden City Gym Complex Design and Construction Administration  
CHA Proposal No. X74307-P1**

Dear Mr. Robider:

CHA Consulting, Inc. (CHA) is pleased to provide this fee proposal to provide professional architectural and engineering services for the planning, design, bidding, and construction administration of the proposed Garden City Gym Complex. Our understanding of the project and proposed scope of services is based on recent completion of a design study for the gym complex and is summarized below.

#### **PROJECT TEAM**

- CHA – Planning, Sports Design, Sports Architecture, Civil Engineering, Project Management
- Hussey Gay Bell – Architecture and Structural Engineering
- Sustainable Design Concepts – Electrical Engineering
- Delta Engineering – Mechanical and Plumbing Engineering
- Terracon – Geotechnical Engineering
- Atlas Surveying – Topographic Surveying

#### **PROJECT UNDERSTANDING**

CHA recently completed a public engagement process and conceptual design study for a new gymnasium/community building and athletic complex to replace the existing Garden City Recreation Complex, which includes the Garden City Gym and Stadium. Based on the preferred site concept plan attached to this proposal, our understanding is that the project scope of work includes the following proposed project elements:

- Two-court gymnasium/community center;
  - Support spaces include locker rooms, concessions, restrooms, a multi-purpose community room, kitchen to support the community room, fitness center, and City offices;
- Synthetic turf field striped for football and soccer with bleacher seating and LED sports lighting;
- Community pool and spray ground;
- Restroom/concession building;
- Outdoor sport courts;
- Playground;
- Picnic Pavilion;
- Walking trail;

- Perimeter security fencing around the complex; and
- Paved access road and parking area

In addition to the project elements list above, we understand that the gym/community center may include a potential partnership with Frank Callen Boys & Girls Club, which will need about 10,000-sf of flexible space in the building. Also, the City office space will need to include space for a Garden City Police substation. Finally, we understand the recently approved Industrial Gardens development will provide access to the project site via an extension of Alfred Street. That development will also include capacity in its stormwater ponds to manage the stormwater runoff volume from the Garden City Gym Complex.

### PROJECT CONSTRUCTION BUDGET

Our conceptual budget estimate for construction of the proposed improvements is \$12,965,000 with the following general breakdown:

Demolition/Earthwork.....	\$367,000
Site Utilities.....	\$310,000
Sitework/Paving/Landscaping .....	\$575,000
Playing Field.....	\$1,074,000
Buildings (Gym/Community Ctr., Concessions, Pump House) .....	\$7,010,000
Site Amenities (Courts, Pool, Spray Ground, Playground) .....	\$1,036,000
General Conditions (8%).....	\$622,000
Design & Construction Contingencies (15%) .....	\$1,556,000
<u>Construction Manager Fee (4%).....</u>	<u>\$415,000</u>
<b>TOTAL.....</b>	<b>\$12,965,000</b>

### SCOPE OF SERVICES

CHA envisions that our scope of services will include the following components:

#### Phase 1 – Project Kickoff and Data Collection

Following receipt of Notice to Proceed from the City, CHA will schedule and conduct a Project Kickoff meeting with City staff to review the project master plan and proposed site and building program. The intent of the kickoff meeting will be to confirm the required project elements, project schedule, and project budget.

#### Geotechnical Investigation

Our geotechnical subconsultant, Terracon, will advance a series of soil borings around the project site and collect soil samples for testing to evaluate the existing subgrade conditions and depth to ground water. Terracon will provide foundation design recommendations for the project buildings and provide pavement section recommendations for the project access road and parking lot.

#### Wetlands Investigation

Wetlands Scientists from Terracon will also perform a reconnaissance of the project site to identify potential jurisdictional wetlands and other jurisdictional waters of the US. If Terracon identifies jurisdictional areas on-site, they will map them and submit a request for jurisdictional determination to the US Army Corps of Engineers Savannah District for review and approval. At this time, we do not anticipate the presence of wetlands within the



project footprint, however Terracon will map all jurisdictional areas on the project site and our site design will avoid those areas to the extent practicable.

#### Topographic Survey

CHA, through our surveying subconsultant, Atlas Surveying, will prepare a topographic survey of the existing conditions at the project site to provide a base map for the project design drawings.

#### **Phase 2 – Design and Construction Documents**

Following the completion of the data collection efforts, the CHA team will provide normal A/E professional services (schematic design, design development, and construction documents) for the project. Our proposed scope of services will be as follows:

- Prepare schematic design plans for review and approval by the City. The schematic plans will be based on the approved site concept plan and will identify the building floor plans and elevations, as well as general site layout, grading, and utilities.
- Meet with the City to review the schematic design plans and gather comments.
- Present a schematic design progress update to City Council at a regular City Council meeting.
- Upon approval of the schematic design plans, the CHA team will initiate the design development phase of project design. The design development documents will be prepared based on the approved schematic design plans and will include:
  - Civil design to include – site layout plans, paving, grading, and drainage plans, site utility plans, and erosion and sedimentation control plans;
  - Sports design to include the synthetic turf field, athletic court, fencing, sidewalks, and athletic equipment;
  - Landscape design of the playground, walking trail, site walks, and site landscaping;
  - Architectural design of the project buildings to include building plans, elevations, and sections;
  - Structural design to include foundations, framing, and structural details;
  - Electrical design for the project buildings, sports lighting, and site lighting;
  - Mechanical and plumbing design for the project buildings; and
  - Draft technical specifications
- Meet with the City to review the Design Development plans and draft specifications and gather comments.
- Present a design development progress update to City Council at a regular City Council meeting.
- Provide professional opinion of probable construction costs (OPC) at each phase of design. CHA will submit OPC's with the schematic design, design development, and final construction drawings.
- Following a review of the design development plans by the City, the CHA team will evaluate the comments received and make the appropriate revisions or dispositions to resolve or respond to the comments. The response resolution will involve the update and advancement of the design development plans to a 90% construction documents for project permitting. In addition to the components developed for the design development submission, the 90% construction documents will also include general notes, project specific notes, and appropriate details.
- Upon approval of the 90% construction documents by the City, the CHA team will prepare a GMP Bid Set (plans and technical specifications) for solicitation of a Guaranteed Maximum Price (GMP) from the Construction Manager.
- Present a GMP Bid Set progress update to City Council at a regular City Council meeting.

### **Phase 3 – Permitting**

The CHA team will secure the necessary permits for the land disturbing activities associated with this project. This will include preparing a General Development Plan application and submittal of the 90% Permit Set to Garden City's Office of Planning, Zoning and Building for review. CHA will also submit a NOI for NPDES permitting through the Georgia Soil & Water Conservation Commission.

In addition to the site permits, the CHA team will also submit the 90% Permit Set to the City's Building Inspector for review and approval.

### **Phase 4 – Bidding Assistance**

CHA understands that the City would like to use the Construction Manager at Risk (CMR) project delivery method for this project. During preliminary stages of design, CHA will prepare a Request for Qualifications for the City to advertise for selection of a CMR. CHA will assist the city with review of the CMR submissions and with interviews of the shortlisted CMR teams.

Once the City selects a CMR to provide preconstruction services, CHA will participate in a cost reconciliation review meeting with the City and the CMR at the design development stage. Our participation will include comparing the CMR cost estimate with CHA's design OPC and providing comments on the CMR's cost estimate.

During GMP development, our bidding assistance services will include:

1. Responding to Requests for Clarification (RFCs) from the CMR and subcontractors
2. Conducting a Pre-GMP meeting with the CMR and subcontractors
3. Participating in a GMP cost reconciliation review meeting with the City and the CMR, and
4. Assisting the County with reviews of the draft and final GMPs

### **Phase 5 - Construction Administration**

Our basic construction administration services will include:

1. Conducting a Pre-Construction Meeting
2. Responding to Requests for Information (RFIs) during construction
3. Reviewing shop drawings, and
4. Inspecting the project site on a bi-weekly basis during construction for an estimated total of 24 construction site visits (e.g., 12-month construction period)

Construction inspections will be scheduled on a bi-weekly basis; however the frequency of inspections may be increased during periods of heavy construction activity and may be decreased during periods of limited construction activity.

### **Additional Services**

As an additional service, CHA can provide a "Clerk of the Works" to assist with project communications during construction. The Clerk of the Works will be a central point for all project communications and will help with the following:

- Distributing project meeting agendas and after-meeting minutes;
- Developing a weekly project update for reporting to City Council;
- Routing project RFIs and submittals to the appropriate designer for review and distributing responses;



- Tagging key submittals for City review (e.g., color selections, building graphics and signage, etc.);

We have included three (3) updates to City Council at public City Council meetings in our design services above. We understand that the City does not anticipate any other community meetings as part of this project. If the City determines the need for additional meetings with City Council or the Rossignol Hill Neighborhood, CHA can assist the City with these meetings as an additional service.

## SCHEDULE

CHA proposes the following schedule for this project.

Phase 1 – Project Kickoff and Data Collection (12 weeks)	April 15 – July 15, 2023
Phase 2 – Design and Construction Documents (26 weeks)	June 15 – December 15, 2023
Phase 3 – Permitting (8 weeks)	November 15, 2023 – January 15, 2024
Phase 4 - Bidding Assistance:	
CMR Selection	July 15 – September 15, 2023
GMP Development	November 15, 2023 – January 15, 2024
Phase 5 - Construction Administration (12 months)	January 15, 2024 – January 15, 2025

## FEE

CHA proposes to be compensated lump sum amounts for our proposed scope of services based on the following fee schedule. Project related expenses (e.g., printing and reproduction of documents) are included in the fees:

### BASIC SERVICES:

Phase 1 – Project Kickoff and Data Collection (4%)	\$34,000
Phase 2 – Design and Construction Documents (70%)	\$641,000
Phase 3 – Permitting (2%)	\$18,000
Phase 4 – Bidding Assistance (3%)	\$26,000
Phase 5 - Construction Administration (22%)	\$203,000
<b>BASIC SERVICES SUBTOTAL</b>	<b>\$922,000</b>

### ADDITIONAL SERVICES:

Clerk of the Works (10 hours/week x 52 weeks x \$85/hour)	\$44,200
Additional Meetings	upon request
<b>TOTAL</b>	<b>\$964,200</b>

We very much appreciate the opportunity to provide this proposal and continue our partnership with Garden City. Should you have any questions regarding our scope of services or proposed fee, please do not hesitate to contact me at (912) 335-8366 or [pgraham@chacompanies.com](mailto:pgraham@chacompanies.com).

Sincerely yours,



Patrick N. Graham, PE  
Senior Project Manager



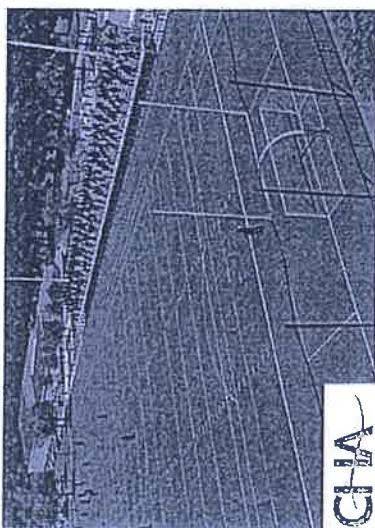
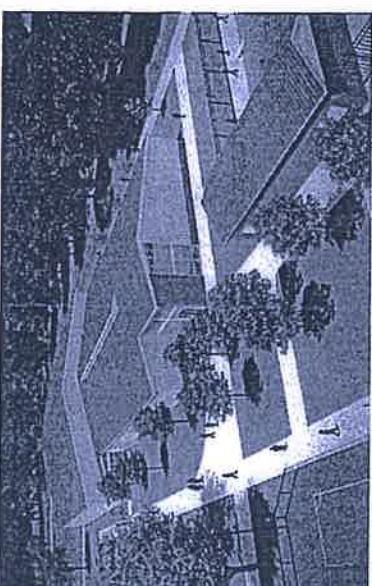
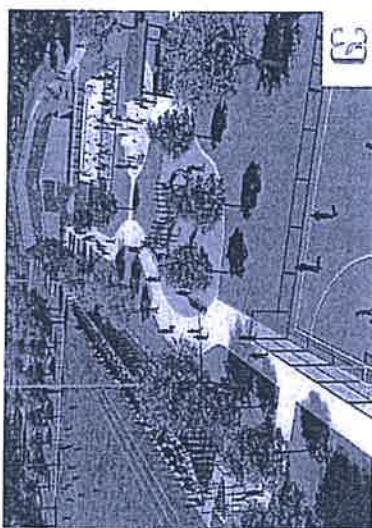
Edward O'Hara, RLA  
Sports Market Leader/Vice President

PG/pg



**City of Garden City**  
**Gym Complex Master Plan Budget Estimate**  
**March 2023**

Item	Description	Quantity	Unit	Unit Cost	Total	Notes
<b>1.00</b>	<b>Earthwork &amp; Demolition</b>				<b>\$ 367,000</b>	
1.01	Clearing and Grubbing	3.33	AC	\$ 18,700	\$ 62,271	3.33 acres tree clearing
1.02	Erosion and Sediment Control	1	LS	\$ 30,000	\$ 30,000	
1.03	Earthwork	8	AC	\$ 35,200	\$ 274,560	Strip topsoil (6"), 7.8 acres
<b>2.00</b>	<b>Site Utilities</b>				<b>\$ 310,000</b>	
2.01	Sanitary Sewer	1	LS	\$ 80,000	\$ 80,000	
2.02	Water Supply	1	LS	\$ 70,000	\$ 70,000	
2.03	Storm Drainage	1	LS	\$ 80,000	\$ 80,000	
2.04	Electric Service Connection	1	LS	\$ 50,000	\$ 50,000	
2.05	Irrigation Supply/General Irrigation	1	LS	\$ 30,000	\$ 30,000	
<b>3.00</b>	<b>Site Work</b>				<b>\$ 575,000</b>	
3.01	Concrete Walks	28,800	SF	\$ 6	\$ 172,800	Compacted granular base
3.02	Asphalt Drive & Parking	7,080	SY	\$ 30	\$ 212,400	
3.03	Stormwater Pond	1	LS	\$ 50,000	\$ 50,000	0.25 acres @ 2' deep
3.04	Landscaping	1	LS	\$ 15,000	\$ 15,000	
3.05	Site Perimeter Fencing	2,270	LF	\$ 55	\$ 124,850	New 72" ht. perimeter fencing & gates
<b>4.00</b>	<b>Playing Field</b>				<b>\$ 1,074,000</b>	
4.01	Synthetic Turf Field (2.25")	87,720	SF	\$ 10.00	\$ 877,200	Underdrains, 8" stone base, turf & infill
4.02	Field Fencing	1,300	LF	\$ 45	\$ 58,500	42" Ht. Field Perimeter
4.03	Fixed Seat Bleachers	3	EA	\$ 25,000	\$ 75,000	-200 Seats/Bleacher
4.04	Football Goal Posts	2	EA	\$ 9,500	\$ 19,000	
4.05	Ball Stop Netting	400	LF	\$ 60	\$ 24,000	20' Ht. 400' Length
4.06	Scoreboard	1	EA	\$ 20,000	\$ 20,000	
<b>5.00</b>	<b>Buildings</b>				<b>\$ 7,010,000</b>	
5.01	Gym Building/Community Center	28,800	SF	\$ 226	\$ 6,520,800	15.6K GSF Gym, 13.2K GSF Support
5.02	Concessions/ Restroom Building	1,200	SF	\$ 285	\$ 342,000	23'x52'
5.03	Pool Pump House	500	SF	\$ 200	\$ 100,000	20'x25'
5.04	Large Picnic Pavilion	1,056	SF	\$ 45	\$ 47,520	24'x44'
<b>6.00</b>	<b>Site Amenities</b>				<b>\$ 1,036,000</b>	
6.01	Multi-use Outdoor Courts	11,900	SF	\$ 14	\$ 166,600	
6.02	Outdoor Sports Equipment	1	LS	\$ 15,000	\$ 15,000	Basketball goals, futsal goals
6.03	Spray Pad (Includes Utilities & Equipment)	1	LS	\$ 375,000	\$ 375,000	30' diameter
6.04	Pool	3,375	SF	\$ 60	\$ 202,500	45'x75'
6.05	Pool Fencing	350	LF	\$ 55	\$ 19,250	72" ht. perimeter fence around pool
6.06	Playground	1	LS	\$ 100,000	\$ 100,000	
6.07	Playground Surfacing (Solid Surface)	3,800	SF	\$ 14	\$ 53,200	
6.08	Wayfinding signage	1	EA	\$ 7,500	\$ 7,500	
6.09	Landscaping	1	LS	\$ 15,000	\$ 15,000	
6.10	Walking Trail	477	TN	\$ 120	\$ 57,244	3220 LF, 10'w, stone dust 4" depth
6.11	Pedestrian Lighting	1	LS	\$ 25,000	\$ 25,000	
<b>Construction Subtotal</b>					<b>\$ 10,372,000</b>	
6% General Conditions - Bonds, Insurance, OH&P, Fees					\$ 622,000	
5% Design Contingency					\$ 519,000	
10% Construction Contingency					\$ 1,037,000	
4% Construction Manager Fee					\$ 415,000	
<b>Construction Total Cost (rounded)</b>					<b>\$ 12,965,000</b>	
<b>Soft Costs</b>						
Professional Services Fees - Survey, Geotech, Design, CA (8%)					\$ 922,000	
Special Inspections (3rd Party construction materials testing)					\$ 70,000	1% building cost
Furniture, Fixtures, and Equipment					\$ 175,000	2.5% building cost
15% Escalation					\$ 1,556,000	
<b>Total Project Cost</b>					<b>\$ 15,688,000</b>	



## RESOLUTION

A RESOLUTION AUTHORIZING THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, TO ENTER INTO A SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND COUNTY OF CHATHAM TO FACILITATE, THROUGH THE PURCHASE OF THE CITY'S LAND AND REAL PROPERTY IMPROVEMENTS CONSTITUTING THE GARDEN CITY STADIUM AND GYMNASIUM ATHLETIC FACILITIES, THE REDEVELOPMENT OF THE BOARD'S GROVES HIGH SCHOOL FACILITY LOCATED ON PRISCILLA D. THOMAS WAY TO A MULTI-SCHOOL CAMPUS CONSISTING OF A K-8 FACILITY, HIGH SCHOOL, STADIUM AND ATHLETIC FIELDS; FURTHER AUTHORIZING THE MAYOR AND COUNCIL TO ENTER INTO AN ADDITIONAL INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND COUNTY OF CHATHAM PROVIDING THE CITY TEMPORARY USE OF THE GYMNASIUM, ADJOINING OFFICE SPACE, AND ATHLETIC FIELDS AT THE BOARD'S LOWER WOODVILLE-TOMPKINS CAMPUS UNTIL JUNE 30, 2025, BY WHICH TIME THE CITY WILL HAVE ACQUIRED AND OPENED NEW RECREATIONAL FACILITIES OF ITS OWN; TO AUTHORIZE THE MAYOR TO EXECUTE BOTH AGREEMENTS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on April 14, 2021, the City and the Board of Public Education for the City of Savannah and the County of Chatham ("SCCPSS") entered into that certain Intergovernmental Agreement providing the parameters of the cooperation between the City and SCCPSS for the development of property located within Garden City formerly housing the Groves High School facility in contemplation that the full performance of the Agreement would result in, among other things, a Multi-School Project including Groves High School and athletic facilities pursuant to a Master Plan (the "Project"); and,

WHEREAS, July 14, 2021, the City and SCCPSS entered into that certain Amended and Restated Intergovernmental Agreement deleting all provisions in the Agreement relating to the purchase of any real property by SCCPSS from the City in connection with the Project; and,

WHEREAS, after further consideration, the SCCPSS is presently desirous of entering into a Second Amended and Restated Intergovernmental Agreement for the purpose of purchasing from the City all of the land and property improvements constituting the Garden City Stadium and gymnasium athletic facilities in an "as is, where is" condition for incorporation into

the Project for the additional consideration of (a) paying the City cash in the amount of Three Million and 00/100's (\$3,000,000.00) Dollars, (b) conveying to the City the right to use, until June 30, 2025, the gymnasium, adjoining offices, and athletic fields at SCCPSS's Lower Woodville – Tompkins School campus at the rent rate of One Dollar (\$1.00) per year together with costs related to routine cleaning and lighting, for carrying out the City's recreational programs until June 30, 2025, by which time the City will have acquired and opened new recreational facilities of its own; and (c) conveying to the City's Youth Football Program the right to use, at no charge other than the above-mentioned operational costs, the new school athletic complex during the football season for the purpose of playing league games; and,

WHEREAS, a copy of the proposed Second Amended and Restated Intergovernmental Agreement is attached hereto as Exhibit "A" which restates all of the terms and provisions of the original April 14, 2021, Agreement, as amended by the July 14, 2021, Amended and Restated Agreement, and which also sets forth in detail the new provisions relating to the sale/purchase of the City's Stadium and gymnasium athletic facilities and the consideration being tendered to the City for same; and,

WHEREAS, a copy of the proposed Intergovernmental Agreement for Lower Woodville providing for the City's temporary use of SCCPSS's Lower Woodville – Tompkins gymnasium adjoining offices, and athletic fields until June 30, 2025, is attached hereto as Exhibit "B"; and,

WHEREAS, the City and SCCPSS have the authority to enter into the proposed Second Amended and Restated Intergovernmental Agreement and Intergovernmental Agreement for Lower Woodville which will (a) adequately serve the educational and recreational needs of the Garden City community, (b) cause the City to receive from SCCPSS consideration equal to or more than the value of the properties, services and costs being tendered by the City to SCCPSS thereunder, and (c) be in the best interests of the City as a whole;

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

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

Section 2. The Mayor is hereby authorized to enter into and execute, on behalf of the City, the Second Amended and Restated Intergovernmental Agreement in similar form to the agreement which is attached hereto as Exhibit "A" and the Intergovernmental Agreement for Lower Woodville in similar form to the agreement which is attached hereto as Exhibit "B".

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

Section 4. All resolutions previously adopted by Mayor and Council or parts thereof which are in conflict with any provision of this resolution are hereby repealed to the extent of the conflict including, but not limited to, that certain resolution of Mayor and Council dated August 15, 2022, authorizing the City Manager to enter into and execute, on behalf of the City, a Second Amended and Restated Intergovernmental Agreement in similar form to the agreement which was attached thereto as Exhibit "A".

Section 5. This Resolution shall take effect upon passage.

ADOPTED this 17th day of April, 2023.

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RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this 17th day of April, 2023.

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BRUCE CAMPBELL, Mayor

**SECOND AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT BY AND  
BETWEEN THE CITY OF GARDEN CITY, GEORGIA  
AND THE BOARD OF PUBLIC EDUCATION FOR THE  
CITY OF SAVANNAH AND COUNTY OF CHATHAM**

This Second Amended and Restated Intergovernmental Agreement (the "Agreement") made this \_\_\_\_\_ day of April, 2023, by and between the City of Garden City, Georgia (the "City"), a municipal corporation, and the Board of Public Education for the City of Savannah and County of Chatham ("SCCPSS"), a public school district in the State of Georgia (the City and SCCPSS being collectively referenced herein as the "Parties").

WHEREAS, on April 14, 2021, the Parties entered into that certain Intergovernmental Agreement providing the parameters of the cooperation between the City and SCCPSS for the development of property located within Garden City formerly housing the Groves High School facility in contemplation that the full performance of this Agreement would result in, among other things, a Multi-School Project including Groves High School and athletic facilities pursuant to a Master Plan, a copy of which is attached to this Agreement as Exhibit A (the "Project"); and,

WHEREAS, on June, 2, 2021, the Parties entered into an Amended and Restated Intergovernmental Agreement to reflect the lack of need for SCCPSS to purchase from the City the northeastern 3.55-acre portion of the 8.49-acre Chatham County Tax Parcel No. 60014 01030, which portion the County tax records indicate is owned by Garden City, but was subsequently confirmed via a formal title search in recent weeks that was conducted by SCCPSS's agents to be actually owned by SCCPSS through a prior

acquisition of the 3.55-acre parcel, known as the southern part of Lot 19 of Sweat's Subdivision of the Pine Lands of Springfield Plantation, on March 18, 1965, from Sam Sweet as evidenced by a deed filed for record and recorded on March 19, 1965, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 88-A, Page 55;

WHEREAS, the Parties presently wish to amend and restate the June 2, 2021, Amended and Restated Intergovernmental Agreement to reflect the Board's recent decision to purchase from the City the land and property improvements constituting the Garden City Stadium and gymnasium athletic facilities for incorporation into its Multi-School Project pursuant to a revised Master Plan, a copy of which is attached to this Agreement as Exhibit A (the "Project");

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto amend and restate the June 2, 2021, Amended and Restated Intergovernmental Agreement between themselves by agreeing as follows:

1. City's Conveyance of Gym, Stadium, and Parking Facilities.

(a) The City will convey to SCCPSS fee simple title to the real property currently consisting of the Garden City Stadium, Gym and adjacent parking area described generally as Chatham County, Georgia, Tax Parcel Nos. 6-0014-01-031 (1.78 acres, more or less), 6-0014-01-31A (4.21 acres, more or less) and the southwestern 4.94 acres of Chatham County, Georgia, Tax Parcel

No. 6-014-01-030 (the "Properties") for the cash consideration of Three Million and 00/00's (\$ 3,000,000.00) Dollars.

(b) The closing of the sale/purchase of the Properties will be scheduled within 60 days of the effective date of this Agreement at a mutually agreed upon day and time to facilitate the final phases of construction for the Project.

(c) The Properties shall be conveyed as is, where is, with no warranties except for title warranties customarily set forth in general warranty deeds.

(d) The City agrees, at its own cost, to take such steps as may be required by its charter, enabling legislation, bylaws, or other legal requirements as may be necessary or desirable to allow for the conveyances of the Properties.

(e) The City agrees to provide SCCPSS legible copies of any and all of the following in its possession relating to the Properties which it is conveying pursuant hereto: (i) surveys, plats, plans and engineering reports; (ii) title reports, title insurance policies, and title exception documents; (iii) environmental assessments, topographical studies, all reports regarding soils, subsurface, wetlands, floodways or flood hazards, seismic activity, archaeological, burial grounds, endangered plants, animals or other species or other similar studies or reports; (iv) correspondence, documents, instruments or other information related to environmental conditions at or pertaining to the Properties, including, without limitation, all correspondence, notices and documents to or from the U.S. Environmental

Protection Agency and its equivalent in the State during Grantor's period of ownership relating to the presence or release of any regulated substances, records or information relating to any condemnations or threatened condemnations, claims, actions, suits or other proceedings relating to all or any portion of the Properties; (v) maintenance, management, repair and service contracts, leases (including any other agreement granting any third person the right to use, occupy, or otherwise enter onto the Properties or any portion thereof); (vi) options, operating agreements and any other material agreements relating to the Properties or the conduct of business thereon; (vii) all traffic studies, curb cut approvals, government exactions or other documents restricting or regulating access or other relevant transportation issues, including, without limitation, any reports on the condition of the rail lines near the Properties; (viii) all letters relating to any and all land use restrictions imposed upon or in respect to the Properties, whether pending or issued; (ix) any agreements relating to utilities or the availability thereof, roads and the rail lines on or near the Properties; (x) any notifications received by Grantor from any third party asserting that the Properties, any portion thereof or any proposed development thereof, does not comply with any law, rule, regulation, order, code, permit or other legal requirement; and (xi) other similar documents concerning the Properties.

(f) SCCPSS shall exercise such due diligence as it deems appropriate to inspect the Properties prior to any title transfer. To that end, the City grants

to SCCPSS a license to enter upon the Properties for the purpose of performing such environmental studies, assessments, reviews, or investigations as the inspecting Party may deem necessary or desirable. If, as a result SCCPSS's inspection, title examination, testing, and studying of the Properties, SCCPSS is dissatisfied with the Properties for any reason whatsoever (in its sole and absolute discretion), then it shall have the right to i) resolve the dissatisfaction with the City on terms agreeable to the City or (ii) terminate this Agreement by giving the other Party written notice to that effect no later than sixty (60) from the full execution of this Agreement.

(g) While neither of the Parties are subject to requirements of the zoning or land use laws, the Parties agree to cooperate in the subdivision or recombination of the Properties necessary or desirable to effect the Project.

(h) At the Closing for the sale/purchase of the Properties, the following documents shall be executed and delivered:

(i) The settlement statement.

(ii) Fee Simple Deed for the Properties conveying title as "good and marketable fee simple title" which is such title as is acceptable to a reasonable purchaser using the Georgia Bar Association "Title Standards," as currently published, and is insurable by a title insurance company (the "Title Company") acceptable to the Parties at standard rates.

(iii) Affidavits of title matters as reasonably required; provided,

however, that in no event shall the City be required to execute and/or deliver any document which (a) would require it to indemnify or hold harmless any person or entity, or (b) which contains any untrue or inaccurate statement regarding it and/or the property and any statement about which the grantor has no knowledge or reasonable basis upon which to make such statement.

- (iv) Affidavit as to the non-foreign status and taxpayer identification number of the City in accordance with Section 1445 of the Internal Revenue Code.
- (v) Completed Form 1099-S or an affidavit providing all information necessary to complete Form 1099-S.
- (vi) Usage/Rental Agreement(s) for the City's temporary use of the office, gym, and athletic fields at Lower Woodville - Tompkins School location, and the City's use of the Board's athletic field facilities for youth football games as set forth below in Paragraph 5; and,
- (vii) whatever additional documents are reasonably needed to effect the Closing.

- (h) The City shall retain the right of use of the Properties (subject to SCCPSS's use rights as described below) until such time as demolition of the improvements located thereon commence, and the usage/rental agreement begins. The Parties will agree upon a schedule to effect the transition.

(i) Upon the closing of the sale of the Properties, the cash consideration for the Properties shall be wired to one of the City's bank accounts for which wiring instructions shall be provided to SCCPSS prior to Closing.

2. Road Improvements.

(a) Shifting of Priscilla D. Thomas Way. The development of the Multi-School Project contemplates a portion of the Priscilla D. Thomas Way (PTW) aka Wheathill Road right of way being shifted and realigned to the Southeast pursuant hereto, and the dedication of the relocated PTW right of way by SCCPSS to the City. SCCPSS will construct the realignment of PTW as described herein. Upon request of the SCCPSS, the City will temporarily close the roadway during construction from time to time provided an acceptable detour is maintained via City streets (i.e., Cooper Lane to Oglesby Avenue). Upon receiving from the City a quit claim deed for the portion of right-of-way being shifted and realigned as shown on the plat attached as Exhibit B (said conveyance being effected within 60 days of this Agreement), SCCPSS will construct a realignment of the roadway on SCCPSS property in accordance with SCCPSS's plans and specifications which have been approved by the City. Once the road realignment construction is completed and inspected by both the City and SCCPSS to ensure that the work conforms to the approved plans and specifications, the realigned right of way will be surveyed and dedicated to City via a right-of-way deed, without cost.

The City shall thereupon accept the dedication and reopen the relocated road to the public. SCCPSS shall remedy any defects in the materials and work, and pay for any damage resulting therefrom, which may appear within the one-year period of the warranty which it is being provided by its contractor for the road work. All of the design, permitting, demolition and construction work associated with realigning PTW as well as the associated acceleration-deceleration lanes on PTW and Highway 21 will be paid for by the SCCPSS. The SCCPSS's contractors will perform the required work to install the traffic signal at the intersection in accordance with the approved plans and specifications. The SCCPSS and the City will perform periodic inspections of the work to ensure conformance to the approved plans. Upon completion of the traffic signal installation work and the subsequent final approval being granted by GDOT, the City will pay \$189,500.00 to the SCCPSS towards SCCPSS's cost for the traffic signal installation. SCCPSS has already prepared the design of the realigned roadway as well as the intersection and traffic signal to include all of the GDOT required permitting. Those plans and GDOT permits are available to Garden City without cost to the City. In summary, SCCPSS will assume financial responsibility for all the construction costs associated with the new site utilities improvements as well as the PTW roadway and intersection work and Garden City will pay for the cost of the traffic signal installation.

The City understands that SCCPSS has paid for the design of the

realigned PTW as depicted on the attached Master Plan and Exhibit A at an estimated cost of approximately \$192,364.00, and that the City will not be required to reimburse that fee amount in the future. The City also is aware that SCCPSS consultants have undertaken a traffic study and GDOT signal warrants analysis for the future intersection as part of the master planning work as well as the detailed design work undertaken in 2020-2021 and that the City will not be required to reimburse those incurred fees in the future. At no cost to the City, the SCCPSS and its consultants will provide the results of the traffic studies to the City as well as all the required GDOT permits associated with the road shifting and realignment construction and traffic light installation.

(b) Cooper Lane. The Project includes the construction of a Stadium and Athletic Field north of PTW and East of Cooper Lane. Upon reasonable request being timely made by SCCPSS, the City shall close the southern portion of Cooper Lane adjacent to the Stadium, generally described as the portion between PTW and the Fairlawn Baptist Church driveway, to facilitate traffic flow for events at the Stadium. The request made by SCCPSS shall be at least 5 working days in advance of the event for which the closure is being requested and shall conform to applicable City procedures regarding such requests. A plat of Cooper Lane is attached as Exhibit C.

3. Utilities.

(a) To the extent Garden City provides utility services, Garden City agrees to provide such services on an ongoing basis at rates charged to customers within the City in accordance with the City's Master Fee Schedule as adopted by the City Council from time to time to include standard utility services as designated in the Master Fee Schedule. SCCPSS will pay for utility improvements located on SCCPSS property and specific offsite improvements that are required by the project by the SCCPSS consulting engineer in coordination with the City staff to include all costs for design and construction, and fees for permits to be obtained from third parties including, but not limited to, CSX. In connection with the Multi-School Project, SCCPSS will pay for all necessary utility relocations associated with the PTW reconstruction as described herein. The parties will mutually resolve issues regarding sanitary sewer discharge to maintain the conveyance capacity of existing City facilities by strategically constructing sewer facilities to connection points as directed and approved by the City. SCCPSS will pay for the furnishing and installation of the sanitary lift station and force main installation running to the west down PTW, to a connection point established and approved by the City near the northwest corner of the Garden City Stadium parcel (PIN 60014 01031A) and within the CSX Railroad right of way. This system is being installed in combination with the gravity system tie-in to the City public sewer system along Highway 21, as directed by the City, to help accommodate flow capacities in the City's existing public sewer systems. Upon completion of the lift station and the force main along PTW, and the City's satisfactory inspection of same, fee simple title to

the facilities, together with easements necessary for the long-term operation and maintenance of same, will be conveyed to the City. SCCPSS shall remedy any defects in the materials and work, and pay for any damage resulting therefrom, which may appear within the one-year period of the warranty which it is being provided by its contractor for the utility work. It is specifically understood and agreed that if any water or sewer lines are constructed not on land owned by the City, SCCPSS will acquire the fee title or the appropriate rights-of-way or easements to and in favor of the City, free and clear of all liens and encumbrances, prior to the commencement of construction. Notwithstanding any provision contained herein to the contrary, all water and sewer service laterals providing utilities to the Multi-School Project shall remain the property and responsibility of SCCPSS.

4. Demolition of Building Improvement. Buildings, structures, foundations, utilities or improvements which are located on the Properties and which are to be demolished and completely removed from the site in order to advance the Multi-School Project will be demolished by SCCPSS without cost to the City. To the extent necessary and required for facilitating SCCPSS's demolition/construction activities on the current Groves High School site (Chatham County Tax Parcel No. 6-0014-01-029), the Parties have previously entered into a license agreement permitting SCCPSS to use a portion of the Properties.

5. Garden City Recreation Program.

(a) SCCPSS will allow for continued use of City recreation

facilities (i.e., Garden City gym, stadium, and parking lot) through the later of 30 days after the date SCCPSS's below-described substitute facilities are ready for use by the City as provided in a notice to the City, or the date when demolition of the facilities is to commence as provided in a notice to the City, to minimize impacts on existing recreation programs of the City and its community participants (i.e. children and families). SCCPSS will grant a license to Garden City to continue use of the facilities after purchase of the property by SCCPSS pending the availability of alternate facilities for City use. Upon vacating the Properties, the City shall be granted the right by SCCPSS to use, on a short-term non-exclusive basis, SCCPSS's Lower Woodville-Tompkins School gym and athletic fields as well as sufficient administrative office space at the School (the approximate area being outlined in color on the attached Plan A) or other mutually agreed facilities to accomplish the same purpose, for carrying out its youth recreational programs. The terms and conditions of such usage shall be set forth in a written lease or usage agreement containing provisions which shall include, but not be limited to, a rental or usage fee of One (\$1.00) Dollar per year; an occupancy term terminating the earlier of June 30, 2025, subject to renewals as provided therein or the date that the City has acquired and opened replacement recreational facilities of its own; and City's assumption of all routine maintenance, security, cleaning, utility costs for the space, any City insurance, and direct costs such as custodial, supervision, scheduling and staffing associated with or necessary for the City's use of the facilities.

During such usage, SCCPSS shall not, without the prior written consent of the City, either (a) change or alter the physical condition of the portion of the School facilities being used by the City (except for the improvements set out in the Parties' separate Agreements), (b) convey any interest in the property to a third-party without providing for the City's continued use thereof, or (c) grant or otherwise create or consent to the creation of any easement, restriction, lien, lease, assessment or encumbrance affecting City's use of the property.

(b) In connection with the City's use of the new school athletic complex at the multi school site, the Parties will enter a separate agreement that will generally stipulate that Garden City Youth Football Program will be granted access to and use of the football practice field in the new athletic complex, or other facility, during the football season (i.e., August 1 to November 30 of each year) after school on Tuesday evenings after 5pm to 8pm and Saturdays until 8:00 pm for the purposes of playing its league games with the City bearing no rent but paying operational costs for said use (i.e., lighting, security, etc.) as provided in the agreement. Both of the above-mentioned usage agreements for Lower Woodville-Tompkins School and the fields shall be executed at the time of the closing of the sale of the Properties. The parties contemplate that SCCPSS may have school operations at locations being used by the City and the parties will cooperate to ensure school operations are not impaired.

6. Consideration. The Parties agree that even though the Properties,

services, and project costs being tendered herein by one Party to the other Party may be less or more than the value of the properties, services, and project costs being tendered herein by the other Party, neither Party will be required to tender any additional consideration to the other Party for the purpose of covering the difference.

7. Site Plan Reviews, Permits, and Fees Payable to the City.

It is understood that the Multi-School Project construction contemplated herein will require reviews by the City or contractors acting on behalf of the City. Garden City agrees to waive all Land Disturbance and Building permit fees in accordance with applicable State Laws.

8. Schedule. The Parties agree to cooperatively prepare a schedule for the development of the Multi-School Project site as contemplated by the Master Plan and to make timely adjustments to the schedule based upon unforeseen circumstances, modifications to the Site Plan, fiscal restraints, or other matters related to the design.

9. Notices. All notices, demands, and deliveries of surveys and any and all other communications that may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, or sent by overnight commercial courier or by registered or certified mail, return receipt requested, to the addresses set out below or at such other address as specified by written notice and delivered in accordance herewith:

BOARD:	Board of Public Education for the City of Savannah and County of Chatham Attn: Superintendent 208 Bull Street Savannah, Georgia 31401
With a copy to:	Bouhan Falligant LLP Attn: Leamon R. Holliday, III One West Park Avenue Savannah, Georgia 31401
CITY:	Garden City, Georgia Attn: C. Scott Robider, City Manager 100 Central Avenue Garden City, Georgia 31405
With a copy to:	James P. Gerard, Esq. Oliver Maner LLP 218 W. State Street Savannah, Georgia 31401

For purposes of this Agreement, the time of actual delivery, as evidenced by a signed receipt therefor, if made in person, or one day after deposit in the ordinary course of business, if by overnight commercial courier, or the date of postmark, if by mail, shall be deemed the date of any notice, demand or delivery. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice, demand or delivery. By giving at least five (5) days prior written notice thereof to all other parties hereto, a party hereto may from time to time and at any time change its mailing address hereunder.

10. Nature of Agreement. This Agreement is intended to be an Intergovernmental Agreement between the Parties pursuant to applicable provisions of the Georgia Constitution with all of its terms and provisions surviving the conveyances of title to the Properties and remaining binding upon

the Parties.

11. Termination Provision. This Agreement may be terminated by the Parties by mutual agreement.

12. Entire Agreement / Amendment Provisions. This Agreement, as to its subject matter, exclusively and completely states the rights and duties of the Parties, sets forth their entire understanding and merges all prior and contemporaneous representations, promises, proposals, discussions and understandings by or between the Parties. It may be amended from time to time by the Parties by instrument in writing duly and properly adopted by the respective Parties.

SIGNATURE PAGE  
FOLLOWS

IN WITNESS WHEREOF, the Parties hereunder have executed this Second Amended and Restated Intergovernmental Agreement after approval at a duly called public meeting, all to be effective this \_\_\_\_\_ day of April, 2023.

CITY OF GARDEN CITY, GEORGIA

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

Attest: \_\_\_\_\_  
Clerk

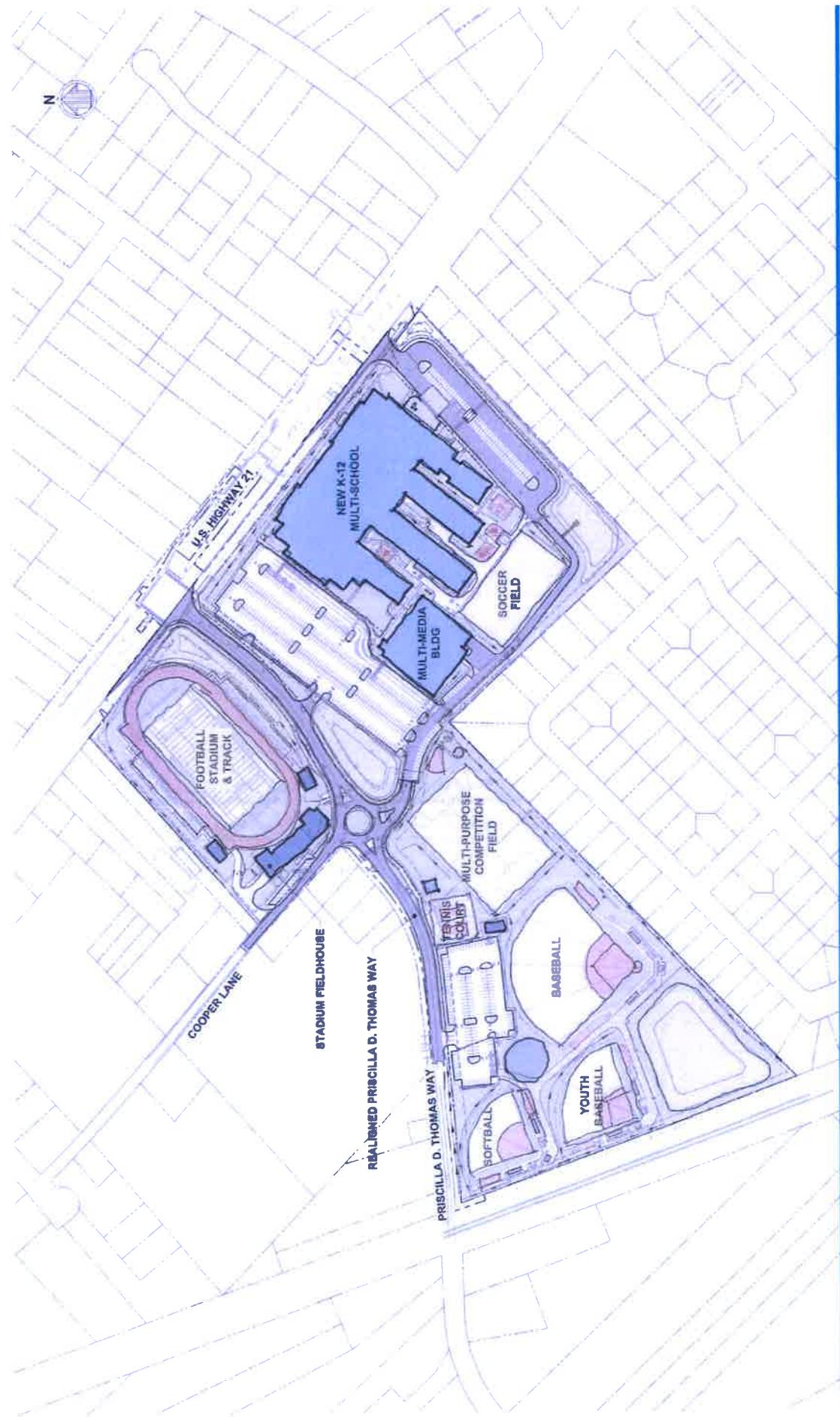
THE BOARD OF PUBLIC EDUCATION  
FOR THE CITY OF SAVANNAH AND THE  
COUNTY OF CHATHAM

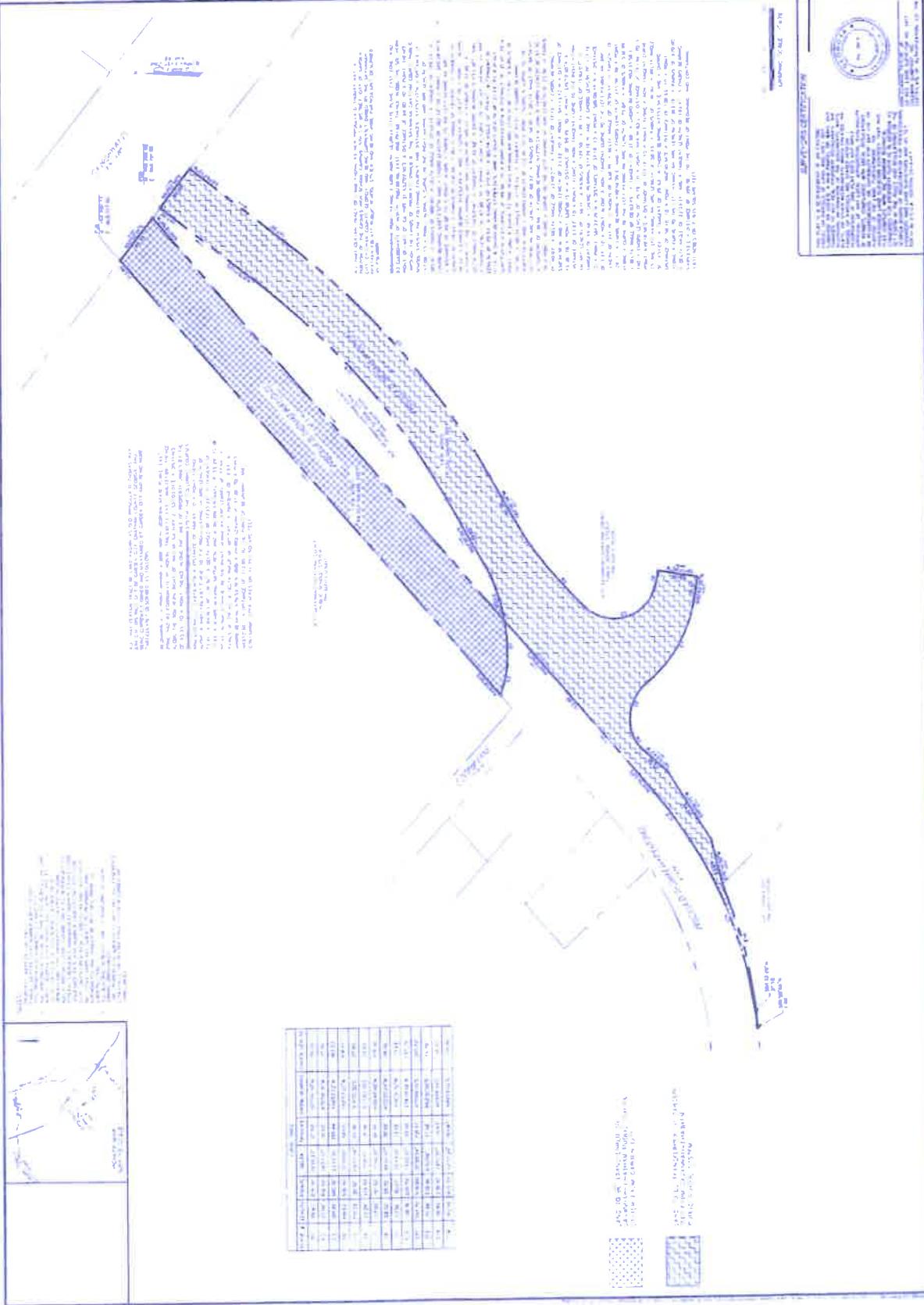
By: \_\_\_\_\_  
President

Attest:

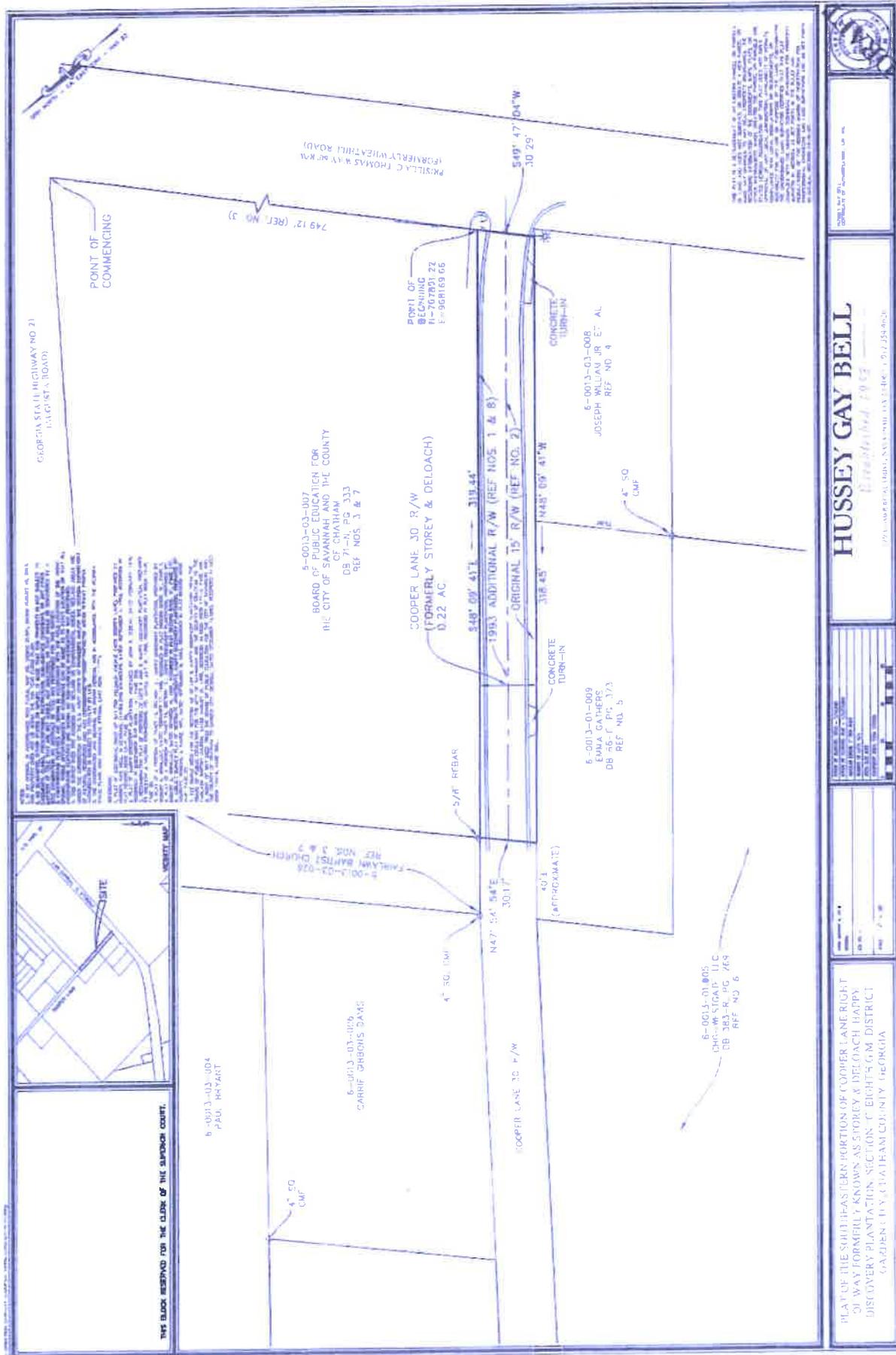
\_\_\_\_\_  
Secretary

4863-2241-  
9538, v. 4





## Exhibit "B"



**Exhibit "C"**

EXHIBIT "B"

**INTERGOVERNMENTAL AGREEMENT  
LOWER WOODVILLE**

This Intergovernmental Agreement (the "Agreement"), made and entered this \_\_\_\_ day of April, 2023 (the "Effective Date"), by and among **THE BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM**, hereinafter referred to as the "Board", and **THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA**, hereinafter referred to as the "City." Collectively, Board and City are jointly referenced herein as the "Parties."

**WHEREAS**, the Parties seek to enter into a formal agreement in order to allow for City directed and operated community-based use of the Board's athletic fields at Lower Woodville-Tompkins facility.

NOW, THEREFORE, in consideration of the following mutual promises, covenants and conditions, the Parties agree as follows:

**1. BOARD FACILITIES SUBJECT TO SPECIFIED CITY USE.**

The Board facilities which are subject to the City's use pursuant to the terms and conditions of this Agreement constitute a portion of the Lower Woodville-Tompkins School (formerly Scott MS) on Market Street in Savannah, Georgia. The portion of the facility that will be made available for temporary use by the City consists of the Gym, adjoining office space, designated rest rooms, athletic fields and adjacent parking as shown on Plan A of the attached Exhibit "A" (collectively, the "Facility"). There is only limited building access granted in connection with this Agreement.

**2. TERM.**

The term of the City's use or occupancy of the Facility under this Agreement shall commence on the later of 30 days after the date the Facility is ready for use by the City as provided in a notice to the City, or the date when Board is to commence demolition of the City's gym and stadium on Highway 21 in Garden City, as provided in a notice to the City, pursuant to that certain Second and Restated Intergovernmental Agreement between the Parties of even date (estimated to be April 2023), and shall run until the earlier of June

30, 2025, subject to any renewals of this Agreement provided below, and the date that the City has acquired and opened replacement recreational facilities of its own. . This Agreement is subject to annual review by the Board which reserves the right to terminate it with 120 days' notice to the City subject to the Board's obligation to provide the City with replacement facilities reasonably acceptable by the City under the similar terms and conditions as stated herein commencing as of the date of termination.

The term of this Agreement may be extended upon written request of the City for one additional six-month term and may be extended for an additional six-month term upon mutual agreement between the Parties.

### **3. USE OF THE BOARD FACILITY.**

The City's use of the Facility under this Agreement shall be limited to educational and recreational use by the City's youth recreational programs. Unless specifically provided for herein, the scheduling details of the City's use of the Facility shall be handled by the City's Recreational Director and the Board's supervisor(s) of the Facility site and academic affairs and operations.

The Board will have exclusive use of the Facility during normal school hours, normally until 2:30 p.m. during the five (5) day school week. The Board and the City shall share the Facility on mutually agreeable terms during after-school hours from 3 pm. o'clock to 6 p.m. o'clock during the five (5) day school week in a manner to accommodate the sports schedule of the Woodville-Tompkins School as set forth in the attached Exhibit "A". The City shall have first priority use of the Facility during non-school hours from 6 p.m. o'clock to 11 p.m. o'clock during the five (5) day school week and on Saturdays from between 8 a.m. o'clock to 11 p.m. o'clock. This Agreement does not prohibit the Board from sharing the use of the Facility with other entities and individuals provided that such use does not materially interfere with the City's use of the Facility as provided for herein.

The Facility covered under this Agreement are shared subject to City's use and occupancy rights as provided for herein.

The Facility are being made available to the City by the Board in an AS IS condition as of the day the Board has carried out its obligation to inspect and repair the Facility prior to the City's taking occupancy thereof pursuant to the Memo dated January 6, 2023, which is attached hereto as Exhibit "B" and incorporated herein. The Board does not warrant the condition of the Facility for the intended use of the City.

Nothing in this Agreement shall give the City the right to override the use, suspension of use, repair, sale, lease, or decommissioning of Board property. Early termination is not expected, but the Board reserves the right to terminate the agreement upon 120 days' notice to the City subject to the Board's obligation to provide the City with replacement facilities reasonably acceptable by the City under the same terms and conditions as stated herein as of the date of termination. The City has no right to sublet, assign or transfer any rights to use, access or possess the Facility.

#### **4. STAFFING, AND SECURITY.**

The City shall provide program supervision, instructional staff, and security associated with its events and usage that it deems sufficient during its use of the Facility. The City will have a City employee on site at all times when any of its athletic or recreational programs are in session. The City employee will coordinate with Board staff to ensure that the buildings at the Facility are securely locked after City use. The City shall submit to the Board a security plan for its use of the Facility. Garden City may schedule SCCPSS Campus police assistance through the established work flow agreements between the police departments.

The Board shall grant the City with key access to the Facility, but access will be limited to the areas shown on Exhibit A. The City is responsible for any costs associated with the lost or unauthorized copying of a key by any of its employees or agents.

## 5. MAINTENANCE.

All general building maintenance, including HVAC, roofing, plumbing, and electrical shall be the responsibility of the Board. The Board will maintain, repair, and keep in working order, the HVAC, the roof, existing plumbing, and existing lighting and electrical equipment in the gymnasium and office areas at the District's expense. Prior to the City's use and occupancy of the Facility, the Board shall address in a reasonable manner all of the maintenance and repair issues which it agreed to address in the Memo attached hereto as Exhibit "B," including, but not limited to, repairing the lighting in the gymnasium and storage areas; repairing the windows in the gymnasium; allowing the use of Garden City's scoreboard or a substitute; repairing the existing outdoor lighting; replacing the missing ceiling tiles in office/storage areas; cleaning and waxing the gym floor; repairing, if necessary, the bleachers, toilets, sinks, pole lights, outside hose bibb, outside camera system, electrical outlets, and alarm system; adding outside power sources; and the grading and filling-in of the walkways with gravel provided by the City (collectively the "Special Corrective Work"). The Board will perform the Special Corrective Work as outlined in Exhibit "B" at its sole expense. Once all of the Special Corrective Work has been completed as outlined in Exhibit "B", any additional repairs or modifications which the City deems necessary to be performed before using and occupying the Facility shall be at the City's sole cost and expense. Upon being inspected by the City, the retractable goals at the Facility may be replaced by the City in its sole discretion at its sole cost and expense. Subject to the provisions of Section 2 herein, the City will not occupy the Facility until the Special Corrective Work is substantially complete and satisfactory such that Facility is operational and fit for the City's intended use thereof, and the Board has generated a punch list for the remaining work consisting of only minor items

such as touch-up, adjustments, and minor replacement and installations which shall be completed within thirty (30) days of the date of substantial completion.

The City may adjust the basketball goals, use its scoreboard from its Gym, as needed and install and maintain pods or the like for storage at locations approved by the Board.

The City will provide custodial service, cleaning and if needed, non-capital maintenance and repairs caused by the City's use of the Facility beyond ordinary wear and tear. The City will notify the Board of any condition of the Facility that it deems in need of repair or if a dangerous condition is present. The City will ensure that the portion of any Facility it uses and accesses under this Agreement is left in a reasonably clean and orderly condition after use (e.g., sweeping up, cleaning up spills, checking restrooms, removing substantial amounts of collected trash). The City shall not modify, alter, improve, demolish, or otherwise materially change any Board property or improvements without the express written consent of the Board.

All general field and ground maintenance shall continue to be performed by the Board's service provider in the same manner it currently performs such maintenance at no cost to the City. Any wear and tear beyond normal shall be the responsibility of the City. Any additional maintenance or improvements on fields used by the City shall be performed by the City. Striping fields will be the responsibility of the City.

The Board will not charge the City rent for the uses provided in this Agreement and the City agrees to pay the costs it incurs for providing its own custodial services, cleaning, and security to accommodate its own use of the Facility. The City will reimburse the Board for exterior field lighting expense and four (4%) percent of the utility billings applicable to the Facility (e.g., electric, water, sewer, sanitation, stormwater, fire service, stormwater service) within fifteen (15) days of receiving such billings.

**6. INSURANCE OR SELF-INSURANCE.**

Each Party assumes responsibility for loss of their property by fire, calamity or other perils normally covered by fire and casualty insurance policies. In the event of such a loss such property, and to the extent such repair or replacement is feasible and able to be repaired or replaced with available funds in the insured Party's sole discretion, then such property shall be promptly repaired, replaced, or placed in a condition which does not impair the use of the property by the Parties. To the extent either party carries such insurance, the party shall list the other Party as a named insured in its risk management and insurance policies in a manner appropriate to provide coverage benefits for claims arising out of the Party's use of the Facility contemplated under this Agreement.

**7. WAIVER AND INDEMNITY.**

Neither Party waives any defenses it may have to any claims by any third party, including the immunities to suit available to government entities and their employees, such as sovereign immunity and official immunity. However, to the extent permissible by law and without waiver of sovereign immunity or other defense available by law, each Party (the "Indemnitor") agrees to indemnify, defend, and hold the other Party (the "Indemnitee") harmless for any and all claims brought by third parties, including, but not limited to, claims for property damage, personal injury, or death, against the Indemnitee to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Indemnitor or other persons employed or utilized by the Indemnitor in connection with the use and access to shared facilities provided for under this Agreement. Nothing herein shall be construed to constitute a waiver of the protections of the Recreational Property Act, O.C.G.A. § 50-3-20, *et seq.* Each party shall bear their own expenses of litigation in defending third-party claims unless or until it has been conclusively determined by a court judgment, after the exhaustion of any rights of appeal, that the Indemnitor engaged in negligent, reckless, or intentionally wrongful conduct giving rise to the third-party claim. At that

point, the Indemnitor shall, within thirty (30) days of such final adjudication with no further rights of appeal, reimburse the Indemnitee an amount of money equal to the amount of damages the Indemnitee was ordered to pay the third party plus the Indemnitee's reasonable attorney's fees and expenses of litigation multiplied by percentage of fault attributed to the Indemnitor. For example, if a jury awarded damages to a third-party against the Indemnitee in the amount of \$100,000 and the Indemnitee had \$30,000 in attorney's fees and expenses of litigation and the Indemnitor was found to only be 30% at fault for the damages, then the Indemnitor would pay the Indemnitee \$39,000 (30% of \$130,000) within 30 days of the date of the final judgment.

Participants and Garden City employees entering the property for any Garden City recreation event or program are invitees of the City, not the Board, and the City, not the Board, will take steps it deems appropriate to manage crowd control, safety and security of its invitees.

**8. TERMINATION.**

In addition to the method for terminating this Agreement by the Board as described in Sections 2 and 3, the Agreement may be terminated at any time by mutual agreement between the Parties.

**9. AMENDMENTS.**

This Agreement sets forth the entire understanding of the City and the Board, and it may not be changed except by a written document signed and executed by both the City and the Board and making express reference to this agreement.

**10. LAW GOVERNING DISPUTES.**

The Parties agree that the laws of the State of Georgia will govern all disputes under this Agreement and determine all rights hereunder.

**11. SEVERABILITY.**

The provisions of this Agreement are severable. If any judgment or court order shall declare any provision or provisions of this Agreement invalid or

unenforceable, the other provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

**12. BINDING EFFECT.**

This Agreement and the covenants and conditions herein contained shall apply to and bind the successors and assigns of the parties hereto, or any other political subdivision assuming the obligations of any party hereto.

**13. NOTICES.**

All notices, demands and requests which may be given or which are required to be given by either Party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective: (i) immediately, when personally delivered to the intended recipient; (ii) three (3) business days after having been sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) immediately, when delivered in person to the address set forth below for the party to whom the notice was given; (iv) at noon of the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service, addressed to such party at the address specified below; (v) immediately, if sent during regular business hours or at 8:30 a.m. local time on the next business day following an after-hours, weekend or holiday notice sent by facsimile or by electronic mail ("e-mail"), provided that receipt for such facsimile or e-mail is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above; or (vi) immediately, upon actual receipt. Any notice sent as required by this section and refused by the recipient shall be deemed delivered as of the date of such refusal. For purposes of this Section, the addresses and facsimile numbers of the parties for all notices are as follows (unless changed by a similar notice in writing given by the particular person whose address is to be changed):

**As to the Board:** Vanessa Miller-Kaigler, Deputy Superintendent,  
Chief Operations Officer  
208 Bull Street  
Savannah, GA 31401 Facsimile: (912) 201-5687  
E-mail: [vanessa.miller-kaigler@sccpss.com](mailto:vanessa.miller-kaigler@sccpss.com)

Dr. M. Ann Levett, Ed.D.  
Superintendent  
208 Bull Street  
Savannah, GA 31401 Facsimile: (912) 201-5687  
E-mail: [marie.levett@sccpss.com](mailto:marie.levett@sccpss.com)

**With a copy to:** Mr. Roger Moss, Board President  
208 Bull Street  
Savannah, GA 31401 Facsimile: (912) 201-5206  
E-mail: [roger.moss@sccpss.com](mailto:roger.moss@sccpss.com)

**As to the City:** Garden City, Georgia  
Attn: C. Scott Robider, City Manager  
100 Central Avenue  
Garden City, Georgia 31405

**With a copy to:** James P. Gerard, Esq.  
Oliver Maner LLP  
218 W. State Street  
Savannah, Georgia 31401

Signatures on next page

IN WITNESS WHEREOF, the parties hereto have hereunto caused this agreement to be executed by the authorized representatives on the day and year first above written.

THE MAYOR AND COUNCIL  
OF GARDEN CITY, GEORGIA

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

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

THE BOARD OF PUBLIC EDUCATION  
FOR THE CITY OF SAVANNAH AND  
THE COUNTY OF CHATHAM

BY: BOARD PRESIDENT

ATTEST: \_\_\_\_\_  
**SECRETARY**

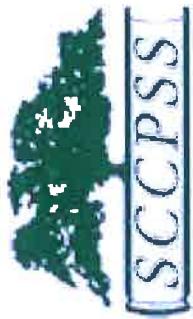
**Exhibit "A"**  
**Uses of the Facility**

The City will have use of the Facility delineated on the Plan A attached hereto. Use of the Facility during school hours from 7 a.m. o'clock to 2:30 p.m. o'clock shall be scheduled with the principal of Woodville-Tompkins School, or his written designee. During after-school hours from 3 p.m. o'clock to 6 p.m. o'clock during the five (5) day school week, the Facility may be used by the City for its recreational and athletics programs but subject to the use of the Facility by the following sports programs of the Woodville-Tompkins School:

1. Cross Country- August through November
2. Basketball (conditioning) – September through February
3. Soccer- January through April
4. Track & field – January through April
5. No use by high school during summer break
6. Flag Football – September through the first week of December

The Board and the City shall mutually agree upon scheduling the City's use of the Facility during after-school hours from 3 p.m. o'clock to 6 p.m. o'clock in a manner to accommodate the sports schedule of the Woodville-Tompkins School set forth above. At times when Woodville Tompkins teams of two sports are using the Facility, it may not be possible for the City to schedule use of a portion of the Facility.

The City shall have first priority use of the Facility during non-school hours from 6 p.m. o'clock to 11 p.m. o'clock during the five (5) day school week and on Saturdays from between 8 a.m. o'clock to 11 p.m. o'clock.



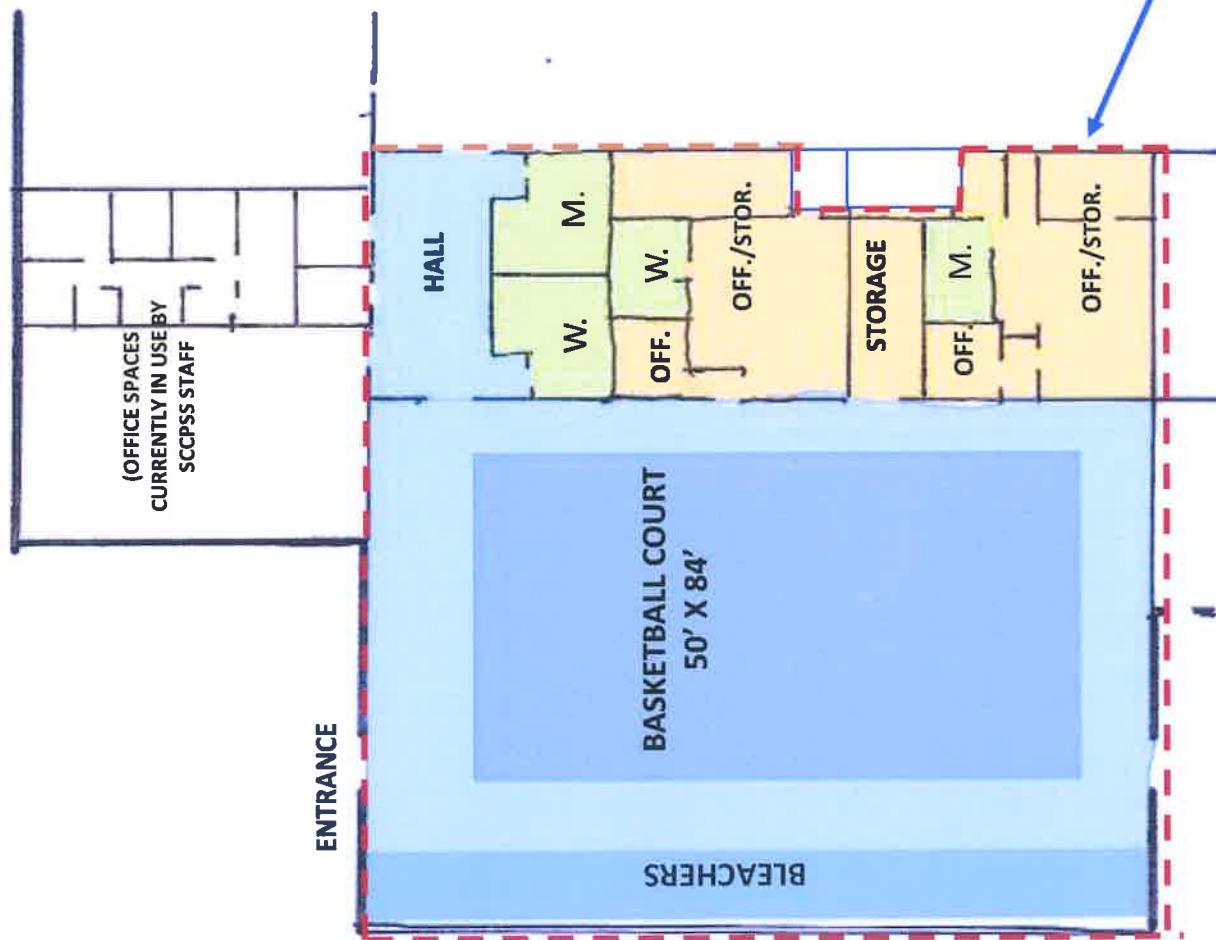
Site Plan  
**LOWER WOODVILLE - TOMPKINS**  
402 Market Street      Garden City, GA 31408





Overall Floor Plan  
**LOWER WOODVILLE - TOMPKINS**  
402 Market Street  
Garden City, GA 31408





Floor Plan – FUA with Garden City

+/- 11,000 sf

**LOWER WOODVILLE - TOMPKINS**

Garden City, GA 31408  
402 Market Street

**EXHIBIT 'B'**

January 6, 2023, Memo between City and Board



## MEMO

**TO:** Vanessa Miller-Kaigler, Deputy Superintendent  
**FROM:** Elizabeth Epstein, Exec. Director of Facilities Management  
**RE:** Answers to Garden City's City Manager Scott Robider's Questions regarding Lower Woodville-Tompkins Campus  
**DATE:** 1/6/23

1. Please outline the school hours for both in-session and summer break.
  - *School: 7 to 2:30; no summer school. A small number of staff at the Lower W-T site work year round.*
2. Will any City dedicated internal facilities require student access or use?
  - *Students at Building Bridges program housed at the site currently use gym for one hour period each school day. Schedules can be coordinated to suit both parties.*
3. Will any City dedicated outside facilities require student access or use?
  - *SCCPSS athletics will work with Garden City so that schedules can be coordinated to suit both parties. No official games are played at the site, so they are not used on game days.*
  - *Fields commonly in use by Woodville-Tompkins athletics:*
    - *WTHS does not have a football team, but other sports use the fields at Lower W-T after school from 3 to 6:*
      - *Cross Country- August through November (practices are typically short)*
      - *BBall (conditioning) – September through February*
      - *Soccer- January through April*
      - *Track & field – January through April*
      - *No use by high school during summer break*
    - *Students at Building Bridges program housed at the site typically do not use fields during the day. If SCCPSS desires this in the future, we will work with you so that schedules can be coordinated to suit both parties.*
4. What parking will be available to City Staff during school hours?
  - *Parking in front of building will most likely be adequate – please let us know many spaces are needed, and at what hours.*
5. Is the school identified as an emergency shelter for natural disasters? If yes, would the City portion of the building be exempt?
  - *No, it is not used as a shelter.*
6. If the SCPSS Board shut operations based on weather or other reasons, would the City portion of the building be permitted to operate, or would the SCPSS closure include the entire campus?
  - *Facility must follow Board closures.*
7. As part of the agreement, will the City Staff be required to undergo clearance checks and credentialing to be allowed on SCPSS property?
  - *Yes, but could most likely use City's protocols for staff and volunteers. Please send us your protocol for review.*
8. Is the office space inside the main foyer (music room) only utilized by SCPSS Staff,

or do students use those spaces during operating hours?

- *No student use – offices only.*

9. Where will the City Staff enter the facilities, and will keys for the doors be provided?

- *Staff can enter via doors to gym on front of building. District will provide keys.*

10. What is the age and service history of the HVAC for the gym and office spaces, and is the temperature settings within the area controlled via a centralized control system?

- *District will be maintaining the equipment – we will provide contact information to submit repair requests to our SCCPSS Maintenance department.*

- *Thermostat in the gym – City can control that area.*

11. Lighting in the gym needs to be operational and provide sufficient light for daily use.

- *SCCPSS Maintenance will inspect and repair as necessary prior to City move-in..*

12. Lighting in storage areas, hallways, and offices needs to be fully operational.

- *SCCPSS Maintenance will inspect / repair as necessary prior to City move-in..*

13. All missing or damaged ceiling tiles in the offices/storage areas need to be replaced.

- *SCCPSS Maintenance will inspect and repair as necessary prior to City move-in..*

14. Two (2) windows on the upper portion of the gym are broken and need repair.

- *SCCPSS Maintenance will inspect/ repair as necessary prior to City move-in..*

15. Two (2) main basketball goals need to be raised to the regulation level.

- *Rim height of these main goals is at what we believe is regulation: 10'. Does this meet your needs?*

16. Four (4) auxiliary basketball goals appear to be pulley controlled for retraction. Is that mechanism functional?

- *Only the two goals over the bleachers were originally retractable, and they have not been retracted in some time. SCCPSS Maintenance will inspect, but not sure if repair will be possible.*

17. The gym floor will need to be cleaned and waxed.

- *SCCPSS Maintenance will perform prior to City move-in.*

18. Is the fire alarm system in the gym operational?

- *It is required to be, and SCCPSS Maintenance will inspect and repair as necessary prior to City move-in..*

19. Where are the water heaters located for the gym?

- *District will be maintaining the equipment – we will provide contact information to our SCCPSS Maintenance department. Our schools are usually not designed to provide hot water to lavatories.*

20. Does the scoreboard work, and if so, are the controls available?

- *SCCPSS Maintenance will inspect and repair if possible.*

21. Is there audio access in the gym for announcement purposes?

- *The overall school announcements are transmitted throughout the building. There is no separate audio system for gym.*

22. Are the bleachers fully functional?

- *SCCPSS Maintenance will inspect and repair as necessary prior to City move-in..*

23. Are all of the gym and office electrical outlets functional? Where are the breakers in the event of an issue?

- *SCCPSS Maintenance will inspect and repair prior to City move-in.*
- *The panel for that area is in the utility closet accessible from the gym, but the District will be maintaining the equipment.*

24. The City Staff will need access to a few outside power sources. Are those available?

- *Not currently, but can be added by SCCPSS Maintenance.*

25. Are all sinks and toilets inside the gym functional? *Please note that we do not need shower facilities.*

- *SCCPSS Maintenance will inspect and repair as necessary prior to City move-in..*

26. We will need access to water on the exterior of the building. Please identify the functional facets.

- *SCCPSS Maintenance will repair one existing hose bibb on exterior, near rear gym doors prior to City move-in..*

27. Do the lights that are attached to the gym facade work? Do the pole lights around the campus perimeter work?

- *SCCPSS Maintenance will inspect and repair as necessary prior to City move-in..*

28. Does the camera system on the exterior building work?

- *District security will inspect and repair as necessary prior to City move-in.*
- *Campus Police and Garden City should meet to discuss security overall, not just cameras.*

29. Is the school currently served by SCPSS busing at the ramp adjacent to the playing field? What are the times for drop-off and pick-up?

- *Mostly cars. Morning drop off from 7 to 8. Afternoon pick up at 2:30- no after school programs.*

30. Where do the students park during operational hours?

- *Students do not drive.*

31. Is there a centralized trash receptacle, or will the City need to obtain trash service for our needs?

- *Assuming no large amounts of trash, City can use District's dumpster at other end of building.*

32. To maintain our football program, we require outdoor lighting for the playing field. This can either be accomplished by the installation of pole lighting or the rental of portable lighting fixtures. Is SCPSS amenable to assisting the City in finding a solution to this issue?

- *Yes, we can assist in finding solution; however, no sharing of expenses between SCCPSS and the City is implied.*

33. In reference to Exhibit 1 - the two (2) spaces labeled as **A** and **B** appear to be independent of the main school building and have external access (see picture). The City is requesting to utilize both spaces for our summer camp support services and field concessions.

- *Space A is a fenced equipment yard, so would not be suitable for any other use. The small stucco building, about 8' X 10' can be used for storage.*
- *Space B is the rear emergency exit to an internal suite, so it is not available.*

34. In reference to Exhibit 2 - there are two (2) gym storage rooms between the office spaces, labeled as **A** and **B**. Space **A** was unlocked and is useable when cleared out. Space **B** was locked and was not able to be inspected. Please define what is located inside Space B and whether is it usable.

- *It houses mechanical and electrical equipment and cannot be used for storage.*

35. In reference to Exhibit 3 - there are two (2) mobile units marked as **C** on the Site Plan. Are those buildings useable by the City for overflow storage? We request use in an "as is" status and would **not** require renovations, modifications, or utility services.

- *No; the District would like to focus the City's uses on the gym side of the building and fields. The City can place their own trailers/storage pods as necessary.*

36. Will the City be permitted to install way finder signage on the property and at the Alfred Street/Market Street entrance to inform City residents where our recreational services are located?

- *Yes, with our prior approval. Please submit proposed designs and locations.*

37. The gravel driveway that wraps around the gym needs grating and filling (see photo).

- *SCCPSS Maintenance will repair with gravel as necessary prior to City move-in..*

38. For staff, parents, and students to safely access the football field, a simple pedestrian crossing will need to be installed over the drainage ditch.

- *SCCPSS Maintenance will provide gravel walkway prior to City move-in..*

39. The football field perimeter needs suitable fill materials to accommodate parking (see photo).

- *Recommend meeting to clearly establish how much parking is needed, and what District needs to repair/provide.*

**A RESOLUTION TO INCREASE THE MINIMUM STARTING  
SALARY/PAY RATE FOR ENTRY-LEVEL POLICE OFFICERS AND  
TO AUTHORIZE SALARY/PAY RATE INCREASES OF TWO (\$2.00)  
DOLLARS PER HOUR FOR ALL CURRENTLY EMPLOYED  
POLICE OFFICERS HOLDING POSITIONS HIGHER THAN  
ENTRY- LEVEL**

WHEREAS, the City recently reviewed the salaries of police officers based upon the average salary levels for police officers in the local labor force and have determined that its current starting salary/pay rate for an entry-level police officer position as well as the salaries of currently employed police officers holding higher level positions are below the current market average and need to be adjusted such that the starting salary/pay-rate for an entry-level police officer be increased from \$ 21.90 per hour to \$24.00 per hour, and the salaries/pay-rates of all currently employed police officers holding positions higher than entry-level be raised by Two (\$2.00) Dollars per hour; and,

WHEREAS, the City desires to approve the above-mentioned starting salary adjustment and the pay increase as part of its philosophy to provide a competitive total compensation package aimed at attracting and maintaining a high-performing workforce;

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

1. The City hereby adopts Twenty-Four (\$24.00) Dollars per hour as the starting salary/pay rate for entry-level police officers.
2. The salary/pay rate for all currently employed police officers holding positions higher than entry-level shall be increased by Two (\$2.00) Dollars per hour.
3. This resolution shall become effective on the date of passage.
4. Any and all previously adopted resolutions which are in conflict herewith are hereby repealed.

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

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RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this 17th day of April, 2023.

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BRUCE CAMPBELL, Mayor

**A RESOLUTION RECOGNIZING GEORGIA CITIES  
WEEK, APRIL 23-29, 2023 AND ENCOURAGING ALL  
RESIDENTS TO SUPPORT THE CELEBRATION AND  
CORRESPONDING ACTIVITIES.**

WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and,

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding and of its many responsibilities; and,

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and,

WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and,

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and,

WHEREAS, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and,

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

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

1. That the period from April 23, 2023, to April 29, 2023, be declared "Georgia Cities Week."
2. That the City of Garden City, Georgia, encourages all citizens, City government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

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

SO RESOLVED this 17<sup>th</sup> day of April, 2023.

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RHONDA FERRELL-BOWLES, Clerk of Council

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

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BRUCE CAMPBELL, Mayor