

Pre-Agenda Session @ 5:00 p.m.

A G E N D A

City Council Meeting

Tuesday, February 20, 2024 – 6:00 p.m.

➤ OPENING

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

➤ FORMAL PUBLIC COMMENT

Formal Public Comment – City Council Agenda Protocol

The City of Garden City has identified this portion of the meeting to allow individuals an opportunity to formally address the City Council on issues of importance. Garden City requires that individuals who desire to formally address the City Council submit a written request form outlining the subject matter that they intend to discuss so that they can be placed on the meeting agenda. Members of the public desiring to be placed on the agenda to present or address matters to the City Council must submit a formal ***“REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA”*** form to the Office of the City Manager at least 10 days prior to the requested City Council meeting date that you wish to speak. City Council meetings are held on the first and third Monday of each month so the request must be submitted no later than 5:00 pm on the Friday which constitutes 10 days prior. The request can be done in person, regular mail, fax or e-mail and the speaker should obtain acknowledgement of the request from the City to demonstrate that the 10 day requirement has been met. The request form may be obtained from the Office of the City Manager and on the City’s website www.gardencity-ga.gov. The request should state the name of the individual(s) desiring to be heard and the subject matter to be presented to City Council. Requests may be referred at the discretion of the City Manager, to appropriate staff for mediation prior to being placed on the public agenda. Please be advised the completion of a request form does not entitle the speaker to be added to the agenda.

➤ RECEIPT OF INFORMAL PUBLIC COMMENT

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

Informal Public Comment – Speaker Protocol

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

➤ PUBLIC HEARINGS

- **PC-2-24-1073 – Rezoning Request:** Receipt of public comment on a request by Pro Land Investments LLC, represented by agent Franklin McKinney to rezone 439 Telfair Road from R-2 to I-2.

Speaking to a Public Hearing Item Protocol

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

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

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

Procedures for Conducting Public Hearings on Proposed Zoning Decisions:

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

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

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

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

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

➤ **Approval of City Council Minutes**

- Consideration of the minutes from the February 5th Pre-Agenda Session, City Council Minutes, and the February 12th workshop.

City Manager's Report

- Updates and announcements

➤ **ITEMS FOR CONSIDERATION**

- **Resolution - Subdivision Request (4021 6th Street):** A resolution approving a variance from the City's minimum lot width and square footage requirements for single-family residential lots as they apply to the subdivision by Global Investment Traders, LLC, of a 0.28-acre lot located at 4021 6th Street into two (2) single-family lots.
- **Resolution – Outdoor Advertising Moratorium Extension:** A resolution to extend the moratorium barring the issuance of permits for new outdoor advertising or separate-use signs within the city limits for a period of fifty-six days from its original expiration date of February 19, 2024, until April 15, 2024, in order to allow the Planning Commission and City Council sufficient time to consider the proposed amendments to the City's Code of Ordinances relating to outdoor advertising or separate use signs.
- **Resolution – Separation Agreement:** A resolution accepting the letter of resignation submitted by City Manager C. Scott Robider and approving the separation agreement between the City and Mr. Robider; authorizing the Mayor to execute all necessary documents and provide an effective date.

➤ **ADJOURN**



MEMORANDUM

To: Garden City Planning Commission & Board of Appeals
From: Denise R. Grabowski, AICP, LEED AP, Planning Consultant
Date: February 1, 2024
Re: PC-2-24-1073 – 439 Telfair Road

Application Type	Zoning Map Amendment (Rezoning)
Case Number	PC-2-24-1073
Applicant	439 Telfair Road
Name of Project	N/A
Property Address	439 Telfair Road
Parcel ID	60737 01003; 60737 01013
Area of Property	2.3 acres
Existing Zoning	R-2 Residential
Existing Land Use	Former residence
Proposed Zoning	I-2 Industrial
Proposed Land Use	Industrial
Comp Plan – Future Land Use	Industrial

GENERAL INFORMATION

Project Description: The application for rezoning includes all of parcel 60737 01003 and a portion of parcel 60737 01013. The remaining area of the latter parcel is zoned I-2.

FINDINGS

Staff has determined this application is complete and contains all the required information. In conformance with the City of Garden City Zoning Ordinance Section 90-201(c), the following factors are to be considered for a rezoning request:

- 1. Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?*
Yes.
- 2. Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?*
No. All the surrounding properties are zoned I-2.



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?
No.
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?
No. Industrial zoning is more appropriate than residential zoning because of the intensive industrial uses in the area.
5. Is there an imminent need for the rezoning and is the property likely to be used for the use requested?
Yes, the properties are likely to be used for industrial purposes.
6. Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?
No, this is an industrial area.
7. Such other matters as the Planning Commission deems relevant.
Rezoning of the properties is consistent with the future land use map.

STAFF RECOMMENDATION

The Planning Commission recommends approval of the rezoning request from Residential (R-2) to Industrial (I-2) to the City Council.

Note:

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

City of Garden City Rezoning Application



Development Information

Development Name (If applicable)

NA

Property Address

439 Telfair Rd

Current Zoning

R-2

Proposed Zoning

I-2

Current Use

NA

Proposed Use

TBD Industrial

Parcel ID

60737 01003 + 60737 01013

Total Site Acreage

1/2 acre + 1.8 = 2.3

Proposed Water Supply

Public Private

Proposed Sewage Disposal

Public Private

Describe the current use of the property you wish to rezone, including property characteristics (developed, wooded, cleared, etc.)

Former residence. Future office. Fully developed.

Describe the use that you propose to make of the land after rezoning

TBD

Describe the uses of the other property in the vicinity of the property you wish to rezone

All surrounding properties are I-2

Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property

Residential use is not compatible with surrounding uses.

Industrial use is in keeping with neighbors.

Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools? Describe the proposed access.

No. Access is via existing entrance that has been in place 65+ years.

Please provide any additional information that you deem relevant.

Added 2nd parcel for 100% Industrial.)

City of Garden City Rezoning Application



GARDEN CITY

Applicant Information

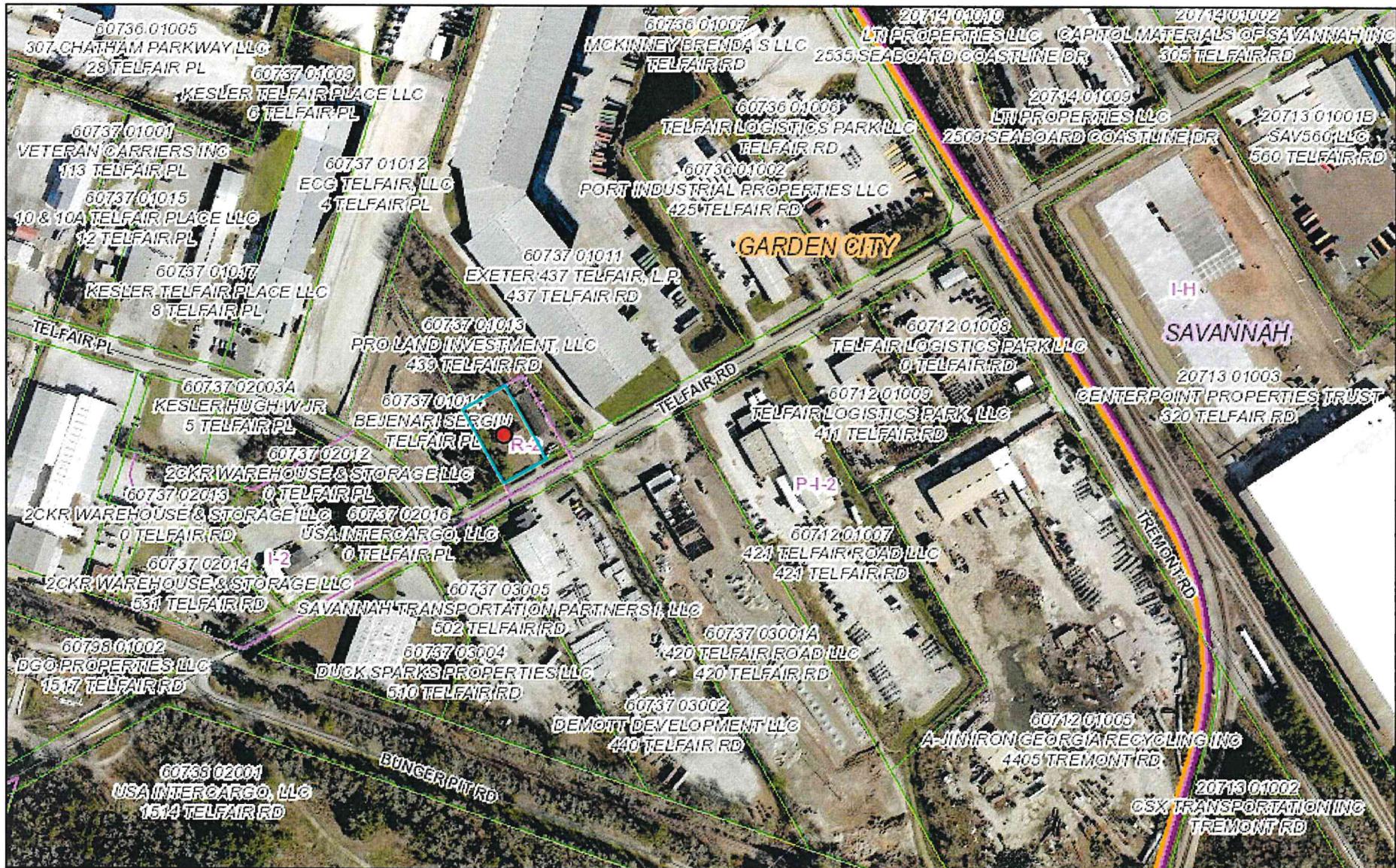
Owner	
Name	Address
Pro Land Investments, LLC	10300 New South River Dr. Miami, FL 33178
Phone	Email
305-513-3330	Lianet@ProTransportUSA.com
Nature of Ownership Interest	
Is the Owner an: <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input checked="" type="checkbox"/> Firm <input type="checkbox"/> Corporation <input type="checkbox"/> Association	
Note: If a corporation, submit a list of officers, directors & major stockholders with name, address and title.	
If a partnership: Submit list of all partners with name, address and title.	
Engineer/Surveyor	<input type="checkbox"/> Same as authorized agent <input checked="" type="checkbox"/> Check here to receive staff review comments via email
Company Name	Contact (Individual Name)
NA	NA
Phone	Email
NA	NA
Authorized Agent (Requires Authorized Agent Form) <input type="checkbox"/> Check here to receive staff review comments via email	
Company Name	Contact (Individual Name)
NA	Franklin McKinney
Phone	Email
404 406 9194	SavhPort@gmail.com
Campaign Contribution	
List below the names of local government officials, Garden City City Council, to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total \$250.00 or more or to whom gifts were made having a total value of \$250.00 or more.	
Elected Official's Name	Amount or Description of Gift
NA	NA

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

Oscar Acharandio  12/13/23
 Print Name Signature Date

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

Rezoning: 60737 01003 ; 60737 01013



2/5/2024, 1:17:59 PM

1:4.514

0.13 mi

84/810

SAGIS

SYNOPSIS
Pre-Agenda Session
Monday, February 5, 2024 – 5:30 p.m.

Call to Order: Mayor Campbell called the pre-agenda session to order at approximately 5:30 p.m. Councilmember Daniel gave the invocation.

Attendees

Council Members: Mayor Bruce Campbell, Mayor Pro-tem Marcia Daniel, Councilmember Hall, Councilmember Lassiter, Councilmember Morris, Councilmember Ruiz, and Councilmember Tice.

Staff Members: Scott Robider, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell Bowles, Finance Director/Clerk of Council; Veronica Enoch, Executive Assistant; and Gil Ballard, Chief of Police.

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

The City Attorney stated that the annexation is going to be a selling job and cost a lot of money. He said that there is window of opportunity to get this passed through the legislation. He said there will be a lot of push back.

The City Manager stated that no one asked for the annexation. He said if you don't want to annex it, it is your decision. He said the this is strategic because it will make you contiguous.

The City Attorney stated that this is going to take a lot of planning and money.

Councilmember Lassiter said I feel the timing is a little off, but I'm for annexation.

Councilmember Morris asked how many homes are in the proposed annexation.

Councilmember Daniel stated that she is against it because it is going to cost a lot of money. She asked if we vote for it tonight can we stop it. The City Attorney said yes, if you decide not to.

Adjournment: The Mayor and City Council adjourned the pre-agenda session at approximately 5:58 p.m.

*Transcribed & submitted by: The Clerk of Council
Accepted & approved by: The City Council 2/20/24*

MINUTES

City Council Meeting Monday, February 5, 2024 – 6:00 p.m.

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

Opening: Councilmember Hall gave the invocation. 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 Hall, Councilmember Lassiter, Councilmember Morris, Councilmember Ruiz, and Councilmember Tice.

Staff Members: Scott Robider, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell Bowles, Finance Director/Clerk of Council; Veronica Enoch, Executive Assistant; and Gil Ballard, Chief of Police.

Amendment to the Agenda: Councilmember Lassiter motioned to amend the agenda to add the continuance of the rezoning of 5524 Silk Hope Road as an item for consideration. The motion was seconded by Councilmember Hall and passed without opposition.

Formal Public Comment: Patrick Graham from CHA updated the City Council on the new gym/recreation complex project.

Informal Public Comment: Mayor Campbell opened the floor to receive comments from the audience. Mr. Dedrick Cody, Garden City's Representative for Chatham Area Transit (CAT), updated the City Council on CAT's activities. Councilmember Morris reminded Mr. Cody that Garden City appointed him to represent us, and we need you to keep us updated on what is happening. Councilmember Tice said the cover on the bus stop across from Carey Hillard's on Highway 21 is falling apart. Mr. Cody said that he would take care of it.

Ms. Lisa Bohler Hunter introduced Ms. Tracy Mackey, who is running for the open seat on Chatham County's magistrate court. Ms. Bohler Hunter stated that the magistrate court is close to the people's court, as seen on television. She said Ms. Mackey has an excellent judicial demeanor. Ms. Mackey gave her qualifications and asked for the City Council's support.

Public Hearings

PC-01-24-1072 – Subdivision Request: Mayor Campbell opened the public hearing to receive comments on a request by Global Investment Traders LLC for a variance of Section 90-12 (reduction in lot size) to subdivide 4021 6th Street into two substandard lots.

Given there were no speakers for or against the request, Mayor Campbell closed the public hearing.

Alcoholic Beverage License Application (Pa'Latinos): Mayor Campbell opened the public hearing to receive comments on an alcoholic beverage license application made by Yuridia Maldonado to sell wines, beer, and/or malt beverages at Pa'Latinos, 5208 August Road, Garden City, Georgia.

Given there were no speakers for or against the request, Mayor Campbell closed the public hearing.

City Council Minutes

Councilmember Tice motioned to approve the minutes from the January 16th pre-agenda session and city council meeting. The motion was seconded by Councilmember Ruiz and passed without opposition.

City Manager's Report: No updates by the City Manager.

Items of Consideration

Resolution – Withdrawal of Pending Petition to Annex (5524 Silk Hope Road): The Clerk of Council read the heading of a resolution to grant the request of 1143 & 1145 Dean Forest Road, LLC, to withdraw the company's pending petition to annex its property located at 5524 Silk Hope Road, and, at the same time, to grant the request of the company for the City to accept, for processing purposes only, the company's renewed petition to annex the same property.

Continuance of the Rezoning of 5524 Silk Hope Road: Councilmember Lassiter motioned to approve the continuance of the rezoning of 5524 Silk Hope Road. The motion was seconded by Councilmember Morris and passed without opposition.

Councilmember Lassiter made a motion to approve the continuance of the rezoning of 5524 Silk Hope Road until the second meeting in March. The motion was seconded by Councilmember Morris and passed without opposition.

Resolution – Proposed Annexation Legislation: The Clerk of Council read the heading of a resolution of the Mayor and Council of the City of Garden City, Georgia, relative to the approval of a recommendation to the Local Legislative Delegation to propose local legislation dealing with annexation.

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

Resolution – Statewide Mutual Aid & Assistance Agreement: The Clerk of Council read the heading of a resolution authorizing Garden City, Georgia, to execute that certain Statewide Mutual Aid & Assistance Agreement with the Georgia Emergency Management Agency/Homeland Security and any county or other municipality within the State of Georgia also executing same, to ensure the timely provision of mutual aid in times of emergencies and to further ensure the reimbursement of costs incurred by participating parties who render assistance.

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

Resolution – City Council Meeting Schedule Amendment: The Clerk of Council read the heading of a resolution to amend the regular meeting schedule of the Garden City City Council to eliminate the February 19, 2024, regular city council meeting due to the President's Day holiday; and to establish a meeting of the City Council on February 20, 2024.

Councilmember Tice motioned to adopt the resolution. Councilmember Daniel seconded the motion, and it passed without opposition.

Alcoholic Beverage License Application (Pa'Latinos): Consideration of an alcoholic beverage license application made by Yuridia Maldonado to sell wines, beer, and/or malt beverages at Pa'Latinos, 5208 August Road, Garden City, Georgia.

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

Personnel Matter: Councilmember Lassiter motioned to enter an executive session. The motion was seconded by Councilmember Ruiz and passed without opposition.

Councilmember Tice motioned to enter back into regular session. The motion was seconded by Councilmember Hall and passed without opposition.

Mayor Campbell stated no findings came out of the executive session.

Adjournment: Mayor Campbell called for a motion to adjourn the meeting. Councilmember Lassiter motioned to adjourn the meeting. The motion was seconded by Councilmember Tice and passed without opposition.

Transcribed & submitted by: The Clerk of Council

Accepted & approved by: The City Council 2/20/24

GARDEN CITY, GEORGIA AFFIDAVIT AS TO OPEN MEETING LAW

The undersigned Mayor, under oath, certifies that at a meeting of the Mayor and Council of Garden City Georgia, held on the date identified below being the date of this document, the Mayor and Council closed their meeting as permitted by the Chapter 14 of Title 50 of the Georgia Code and pursuant to advice by the City Attorney. The only matters considered or discussed during the closed session or executive session of the meeting is as checked below:

Check <input checked="" type="checkbox"/>	Subject Matter	As provided in O.C.G.A. Section
	Meeting to discuss or vote to authorize the settlement of a matter covered by the attorney-client privilege. <i>The subject discussed was _____ (identify the case or claim discussed, but not the substance of the attorney-client discussion)</i>	50-14-2 (1) 50-14-3 (b)(1)(A)
	Meeting to discuss or vote to authorize negotiations to purchase, dispose of or lease property.	50-14-3(b)(1)(B)
	Meeting to discuss or vote to authorize the ordering of an appraisal related to the acquisition or disposal of real estate.	50-14-3(b)(1)(C)
	Meeting to discuss or vote to enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote.	50-14-3(b)(1)(D)
	Meeting to discuss or vote to enter into an option to purchase, dispose of, or lease real estate subject to approval in a subsequent public vote.	50-14-3(b)(1)(E)
<input checked="" type="checkbox"/>	Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee.	50-14-3(b)(2)
	Meeting to interview one or more applicants for the position of executive head of an agency.	50-14-3(b)(2)
	Pursuant to the attorney-client privilege, a meeting otherwise required to be open was closed to the public in order to consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved, and the matter discussed was <i>(identify the matter but not the substance of the discussion)</i>	50-14-2(1)
	Staff meeting held for investigative purposes under duties or responsibilities imposed by law.	50-14-3(a)(1)
	Meeting to consider records or portions of records exempt from public inspection or disclosure because there are no reasonable means to consider the record without disclosing the exempt portions.	Article 4, Chapter 18 of Title 50

This Affidavit is executed for the purpose of complying with the mandate of O.C.G.A 50-14-4(b) and is to be filed with the official minutes of the aforementioned meeting.

This the 5th day of February, 2024.

By: _____
Mayor, City of Garden City, Georgia

Sworn to and subscribed before me on the
above indicated date:

Notary Public, State of Georgia
Commission expires: _____

(Although the same is not mandatory, the following participants concur with the accuracy of this Affidavit.)

SYNOPSIS
City Council Workshop
Monday, February 12, 2024 – 2:00 p.m.

Call to Order: Mayor Campbell called the workshop to order at approximately 2:00 p.m.

Attendees

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

Staff Members: Rhonda Ferrell Bowles, Interim City Manager/Finance Director; James P. Gerard, City Attorney; Yolanda Irizarry, HR Director; Robert Wellmaker, Planning & Zoning; Veronic Enoch, Executive Assistant; Gil Ballard, Chief of Police; Mike Dick, Fire Chief; Marth Vallada, Water Operations Manager; Virgil Moore, Public Works Manager; Cliff Ducey, Recreation Director; Dagny Pariani, WWTP Manager; Andrew Guzman, IT Technician and Brian Cobb, IT Department.

Annexation Update: The City Attorney updated the City Council on the status of the annexation legislation. The Finance Director gave an overview of the annexation process. Both the City Attorney and Finance Director stated the process requires a lot of work and time and that it would be best to have a permanent city manager in place when taking on this endeavor. Mayor Campbell stated that we would discuss it further at the pre-agenda agenda.

Board of Education Pedestrian Easement: The City Attorney updated the City Council on the Board of Education's request for a pedestrian easement for the kids as a cut-through for school. He said we don't have the right to give the easement, so they would have to condemn the property.

Vaquer Fire Contract: The City Attorney stated that Mike Vaquer contacted him about his contract. He said he serves as the lobbyist for Garden City and several other municipalities. He noted that he is currently assisting with the annexation legislation.

Sign Ordinance: The City Attorney reviewed the revisions with the city council and stated that we would need to extend the moratorium so the revised ordinance can go before the Planning Commission and city council.

Executive Session – Personnel: Councilmember Daniel motioned to enter an executive session. The motion was seconded by Councilmember Hall and passed without opposition.

Councilmember Ruiz motioned to reconvene the workshop. The motion was seconded by Councilmember Hall and passed without opposition. Mayor Campbell reported no findings were made during the executive session.

Adjournment: Given no other items to discuss, the Mayor and City Council unanimously adjourned the workshop.

*Transcribed & submitted by: The Clerk of Council
Accepted & approved by: The City Council 2/20/24*

GARDEN CITY, GEORGIA AFFIDAVIT AS TO OPEN MEETING LAW

The undersigned Mayor, under oath, certifies that at a meeting of the Mayor and Council of Garden City Georgia, held on the date identified below being the date of this document, the Mayor and Council closed their meeting as permitted by the Chapter 14 of Title 50 of the Georgia Code and pursuant to advice by the City Attorney. The only matters considered or discussed during the closed session or executive session of the meeting is as checked below:

Check ✓	Subject Matter	As provided in O.C.G.A. Section
	Meeting to discuss or vote to authorize the settlement of a matter covered by the attorney-client privilege. <i>The subject discussed was _____</i> <i>(identify the case or claim discussed, but not the substance of the attorney-client discussion)</i>	50-14-2 (1) 50-14-3 (b)(1)(A)
	Meeting to discuss or vote to authorize negotiations to purchase, dispose of or lease property.	50-14-3(b)(1)(B)
	Meeting to discuss or vote to authorize the ordering of an appraisal related to the acquisition or disposal of real estate.	50-14-3(b)(1)(C)
	Meeting to discuss or vote to enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote.	50-14-3(b)(1)(D)
	Meeting to discuss or vote to enter into an option to purchase, dispose of, or lease real estate subject to approval in a subsequent public vote.	50-14-3(b)(1)(E)
✓	Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee.	50-14-3(b)(2)
	Meeting to interview one or more applicants for the position of executive head of an agency.	50-14-3(b)(2)
	Pursuant to the attorney-client privilege, a meeting otherwise required to be open was closed to the public in order to consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved, and the matter discussed was <i>(identify the matter but not the substance of the discussion)</i>	50-14-2(1)
	Staff meeting held for investigative purposes under duties or responsibilities imposed by law.	50-14-3(a)(1)
	Meeting to consider records or portions of records exempt from public inspection or disclosure because there are no reasonable means to consider the record without disclosing the exempt portions.	Article 4, Chapter 18 of Title 50

This Affidavit is executed for the purpose of complying with the mandate of O.C.G.A 50-14-4(b) and is to be filed with the official minutes of the aforementioned meeting.

This the 12th day of February, 2024.

By: _____
Mayor, City of Garden City, Georgia

Sworn to and subscribed before me on the
above indicated date:

Notary Public, State of Georgia
Commission expires: _____

(Although the same is not mandatory, the following participants concur with the accuracy of this Affidavit.)

RESOLUTION

WHEREAS, Global Investment Traders, LLC (“Global”), has requested approval of a variance from the lot subdivision requirements set forth in Section 70-72 of the City’s Code that a single family residential lot be at least 8,400 square feet and at least 80 feet wide with respect to Global’s subdivision of a 0.28-acre lot located at 4021 6th Street in Garden City, Georgia (zoned R-2), into two (2) single-family lots each containing 6,000 square feet and measuring 40 feet in width and 150 feet in length; and,

WHEREAS, Global’s proposed subdivision satisfies all other requirements of the City’s subdivision ordinance; and,

WHEREAS, the owners of neighboring properties have raised no objections to Global’s variance application primarily due to the fact that most of the lots in the vicinity of Global’s lot also measure 40 feet in width and 150 feet in length; and,

WHEREAS, Global’s proposed subdivision is the best use of the 0.28-acre lot which, when subdivided as proposed, will result in two (2) lots of suitable and marketable size whereon a 3-Bedroom/2-Bath single-family dwelling measuring approximately 1,200 square feet will be built on each of the lots, thereby contributing to and improving the appearance and character of the community; and,

WHEREAS, the granting of Global’s variance request would not cause detriment to the public good or impair the purpose of the City’s subdivision regulations which is to insure that residential lots will be of such design, area, and width as will prevent health and sanitation problems, and to also help protect the investments of the owners of adjacent lots; and,

WHEREAS, the City’s Zoning Board of Appeals has recommended to the Mayor and Council that Global’s variance request be approved;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that a variance from the City’s minimum lot width and square footage requirements for single-family residential lots as they apply to the subdivision by Global Investment Traders, LLC, of a 0.28-acre lot located at 4021 6th Street in Garden City, Georgia, into two (2) single-family lots each containing 6,000 square feet and measuring 40 feet in width and 150 feet in length, be granted provided that all other applicable requirements of the City’s subdivision ordinance are complied with.

ADOPTED AND APPROVED this 20th day of February, 2024.

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this 20th day of February, 2024.

BRUCE CAMPBELL, Mayor

RESOLUTION

WHEREAS, the Mayor and Council enacted a moratorium for a period of six (6) months at its September 18, 2023, meeting to bar the issuance of permits for new outdoor advertising or separate use signs within the city limits of Garden City, Georgia; and,

WHEREAS, the Mayor and Council enacted the moratorium in order to provide the City's planning staff and consultants an opportunity to review the City's Code of Ordinances relating to outdoor advertising or separate use signs and make any necessary revisions thereto; and,

WHEREAS, said moratorium is set to expire on February 20, 2024; and,

WHEREAS, the City's Planning Commission will consider proposed amendments to the City's Code of Ordinances relating to outdoor advertising or separate use signs at its meeting on March 12, 2024; and,

WHEREAS, the Mayor and Council therefore find that additional time is needed for the Planning Commission as well as City Council to consider and hold public hearings on the proposals;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council, acting in its capacity as the governing authority of Garden City, that it does hereby extend the moratorium barring the issuance of permits for new outdoor advertising or separate use signs within the city limits of Garden City for a period of fifty-six (56) days from its original expiration date of February 20, 2024, until April 15, 2024, in order to allow the Planning Commission and City Council sufficient time to consider the proposed amendments to the City's Code of Ordinances relating to outdoor advertising or separate use signs. The moratorium may be shortened by action of Mayor and Council or by the passage of an ordinance establishing new regulations governing outdoor advertising or separate use signs, whichever first occurs. The extension shall not apply to nor affect the issuance of permits based on complete applications meeting the standards of the City's Code of Ordinances and submitted to the City prior to the effective date of the moratorium on September 18, 2023; nor shall it apply to or affect renovations or repairs to existing sign structures; nor shall it apply to or affect the replacement of sign panels on existing sign structures.

Except as provided herein, all zoning and development ordinances of the City shall remain in full force and effect.

Any person desiring to erect a new outdoor advertising or separate use sign in the City may make application under the standards of the existing ordinance and discuss the same with the City staff during the period of the moratorium provided such person recognizes that final approval of such sign shall only be given following expiration of the moratorium for signs in compliance with the Garden City Code of Ordinances as modified by any newly enacted regulations resulting from said moratorium.

All resolutions and ordinances, or portions thereof in conflict with the foregoing are hereby suspended, but not repealed, by virtue of this moratorium.

ADOPTED AND APPROVED this 20th day of February, 2024.

RHONDA FERRELL-BOWLES
Clerk of Council

RECEIVED AND APPROVED this 20th day of February, 2024.

BRUCE CAMPBELL, Mayor

RESOLUTION

A RESOLUTION OF THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA ACCEPTING THE LETTER OF RESIGNATION SUBMITTED BY CITY MANAGER C. SCOTT ROBIDER AND APPROVING THE SEPARATION AGREEMENT BETWEEN THE CITY AND MR. ROBIDER; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 7, 2022, C. Scott Robider was hired as permanent City Manager for Garden City, Georgia; and,

WHEREAS, on February 5, 2024, Mr. Robider submitted a letter to the Mayor and Council, notifying the City that he would be stepping down from his position as City Manager; and,

WHEREAS, Mr. Robider's last date for performing the duties of City Manager was February 6, 2024; and,

WHEREAS, the Mayor and Council deem the acceptance of Mr. Robider's letter of resignation and the approval of a separation agreement is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GARDEN CITY, GEORGIA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The acceptance of the February 5, 2024, letter of resignation of C. Scott Robider and the Separation Agreement between the City and Mr. Robider attached as Exhibit "A" is hereby approved.

Section 3. Authorization. The Mayor is authorized to execute the Separation Agreement on behalf of the City. The funds which to make the severance payments set forth in the Separation Agreement will come from the City's General Operating Fund.

Section 4. Implementation. The City Attorney is hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

ADOPTED AND APPROVED this 20th day of February, 2024.

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this 20th day of February, 2024.

Bruce Campbell, Mayor

EXHIBIT “A”

COMPREHENSIVE RELEASE AND EMPLOYMENT SEPARATION AGREEMENT

This COMPREHENSIVE RELEASE AND AGREEMENT (“Agreement”) is entered into by and between C. Scott Robider (“Mr. Robider” or “Employee”) and Garden City, Georgia, a municipal corporation chartered under the laws of the State of Georgia (“City” or “Employer”).

In consideration of the mutual covenants, conditions and promises set forth in this Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

I. Definitions

For purposes of this Agreement, the following Definitions will apply:

A. Employment Separation Date. The “Employment Separation Date” is February 6, 2024, Employee’s last day of work for the City.

B. Effective Date. The “Effective Date” of this Agreement is the day this Agreement is signed by both parties.

C. Released Parties. The “Released Parties” are the City and its present or former officials, employees, agents, successors, and assigns.

D. Releasing Parties. The “Releasing Parties” are Mr. Robider and his attorneys, heirs, executors, administrators, representatives, agents, successors, and assigns.

II. Terms

A. Compensation Owed: At the signing of this Agreement, Employee shall be compensated at his current rate of pay through the Employment Separation Date less payroll deductions/withholdings for Social Security, Medicare, State tax, and any deductions previously authorized by Employee for retirement and health insurance coverage. Within thirty (30) days of the Effective Date of this Agreement, Employee shall also be compensated in one lump sum for all accrued but unused Personal Time-Off Hours and Paid Critical Leave Hours through the Employment Separation Date less payroll deductions/withholdings for Social Security, Medicare, and State tax.

B. Severance Pay. Employer shall also pay severance composed of (i) nine (9) months of current salary paid in one lump sum to Employee within thirty (30) days of Effective Date of this Agreement (the City deducting from such severance pay such amounts as are required or

permitted by law to be deducted from pay), and (ii) nine (9) months of premiums to maintain health insurance coverage for Employee's individual coverage (not to include coverage for any spouse, children, or dependents) which the Employee has in effect as of the Employment Separation Date (said premiums being paid to the insurer as they become due and payable). Of the nine-week Severance Pay amount paid directly to Employee, One Hundred and 00/100's (\$100.00) Dollars represents payment for the release of all claims under the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. Sec. 623, et seq., and the Older Workers Benefit Protection Act ("OWBPA"), 29 U.S.C. Sec. 626(f).

C. Employee Benefits. As required by law, the City has provided Employee the right to elect whatever group health plan continuation coverage to which Employee and his dependents are entitled pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1986, 26 U.S.C. Sec. 4980B et seq. ("COBRA"), and to provide assistance with respect to exercising any conversion as provided under the City's group health plan. The "qualifying event" with respect to Employee's COBRA rights shall be the Employment Separation Date.

D. Not Otherwise Entitled. The parties agree that, apart from this Release, Mr. Robider is entitled to no payments or other consideration from the City or any other Released Party from the beginning of time to the Effective Date of this Release. The payments described in Paragraph II B are contingent upon the Employee's execution of this Release and his compliance with all of the terms of this Agreement. The City makes no representations or warranties in this Agreement as to Employee's eligibility or entitlement to vested retirement or pension benefits, including the extent of vesting or the amount of retirement benefits; however, to the extent permitted pursuant to the terms of the City's retirement or pension plan, Employee's accrued, but unused, hours in his Paid Critical Leave account shall be considered for determining years of service with respect to qualifying for any retirement or pension benefits.

E. Acknowledgments. Employee acknowledges that he has read and understands this Agreement, and he specifically acknowledges the following:

- (1) That he has been represented by an attorney, or has had the opportunity to consult with an attorney, before signing this Agreement; and,
- (2) That, by signing this Agreement, he is not waiving or releasing any claims based on actions or omissions that occur after the date of his signing of this Agreement.

F. Release. In exchange for the Severance Pay described above, the Releasing Parties fully release and discharge the Released Parties from any and all claims of any nature, whether known or unknown, which the Employee may have arising out of or in connection with his employment or separation from his employment, through the Effective Date of this Agreement, excepting only Employee's claim now or in the future to vested retirement or pension benefits foregoing.

This Release includes, but is not limited to, any and all claims, charges, actions, causes of action, demands, rights, damages, debts, contracts, claims for costs or attorney's fees, expenses, compensation, punitive damages, and all losses, demands, and damages, known or unknown, arising out of either the Employee's employment or his separation from employment, including, without limitation, any claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, as amended by subsequent congressional legislation including, without limitation, the Civil Rights Act of 1991; 42 U.S.C. 1983; the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.*; The Older Workers Benefit Protection Act ("OWBPA"), 29 U.S.C. § 262 (f); the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. § 623, *et seq.*; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1000 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Fair Labor Standards Act; the Equal Pay Act of 1963; the Family and Medical Leave Act of 1993 ("FMLA"), 29 U.S.C. § 2601 *et seq.*; the National Labor Relations Act; the Occupational Safety and Health Act; the Consolidated Omnibus Budget Reconciliation Act; claims for breach of contract or based on tort; any claims under Georgia or other state laws, including but not limited to the Georgia Whistleblower Act; the Georgia Constitution; O.C.G.A.; §§ 16-10-20 & 16-10-50; the Georgia Equal Employment for Persons with Disabilities Code; or any claims for wrongful discharge, discrimination, retaliation, harassment, breach of contract, intentional or negligent infliction of emotional distress, defamation, invasion of privacy, interference with contract, or any other cause of action based on federal, state or local law or the common law, whether in tort or in contract. Employee further agrees that he will not institute any legal action against the Released Parties as to any matter based upon, arising out of, or related to his employment or the separation of his employment with the City. This release does not affect any rights the Employee may have to vested benefits under the City's retirement or profit sharing plan(s).

Employee expressly acknowledges that he is waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967 ("ADEA") and that he understands and agrees that this waiver and release does not apply to any claims that they may rise under the ADEA after this Agreement becomes effective.

Notwithstanding the foregoing, this Agreement does not in any way prevent Employee from filing a charge or participating in an investigation or proceeding with the Equal Employment Opportunity Commission ("EEOC") or other similar government agencies. Employee does, however, waive any right to recover monetary damages from the City that could result from filing a charge. This release extinguishes any potential claims of employment discrimination arising from Employee's employment with and separation from the City existing on the date of execution of this Agreement.

Further notwithstanding the foregoing, Employee may also make a claim for unemployment benefits (and report to the Department of Labor the amount of Severance Pay received).

Employee is advised to consult with an attorney prior to executing the Agreement.

Employee acknowledges that he is being given at least twenty-one (21) days within which to consider the Agreement. For a period of seven (7) days following Employee's execution of this Agreement, Employee has the right to revoke the Agreement, and the Agreement shall not be effective or enforceable until the revocation period has expired.

G. Covenant Not to Sue. Mr. Robider covenants and agrees that he will forever refrain and forebear from directly or indirectly, on his own behalf, derivatively, or on behalf of a class, commencing, instituting, or prosecuting any lawsuit, action, appeal, or other proceeding against any or all of the Released Parties, based on, arising out of, related to or connected with any of the Released Claims. If Mr. Robider breaches this covenant not to sue, he agrees to pay all of the costs and attorney's fees actually incurred by Released Parties in defending against such claims, demands or causes of action, together with such and further damages as may result, directly or indirectly, from that breach, except that this sentence shall not apply to a challenge of the validity of the Release with respect to a claim under the Age Discrimination in Employment Act ("ADEA"). This Release shall constitute a complete and absolute defense to any such legal action brought in violation of this paragraph.

H. Non-Admission of Liability. Both the Employee and the City agree that this Agreement is not to be construed as an admission of any liability on the part of either the Employee or the City.

I. Confidentiality. Employee agrees that he will not disclose the contents of this Agreement, including the amount of monetary payment, to anyone other than his attorneys, financial advisers, the Georgia Department of Labor, or pursuant to an appropriate order from a court or other entity with competent jurisdiction, or pursuant to the laws of the State of Georgia.

J. Cooperation. Employee shall cooperate fully with the City to provide an orderly transfer of Employee's duties and responsibilities. This cooperation includes timely compliance with all reasonable requests for information and other material.

K. Covenant Not to Disclose. Employee confirms and agrees that Employee shall not, directly, or indirectly, disclose to any person or entity or use for his own benefit, any confidential information concerning the City or its operations provided, however, that Employee's obligations under this paragraph shall not apply to information which is required by law to be disclosed. Confidential information shall include operational materials, security and safety plans and strategies, and any other non-public or confidential information of, or relating to, the City. This covenant not to disclose reasonably bears a material and rational connection to the protection and security of the City and is reasonable in all respects. In the event of an actual or threatened breach by Employee of the covenant not to disclose, the City shall be entitled to an injunction restraining Employee from the commission of such breach. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of money damages from the Employee. Employee agrees that if the City brings legal action against the Employee and obtains an injunction or other legal relief against the Employee based upon the Employee's alleged breach of this covenant not to disclose, and if the

City obtains a successful result, the Employee shall be liable to indemnify the City for all of the City's legal fees and expenses in pursuing the successful legal action.

L. Return of Employer Property. Employee agrees that he has returned or will immediately return to the City all of its property in his possession (e.g., all identification cards, cell phones, computers, motor vehicles, keys, records, credit cards, uniforms, and all office furnishings, equipment, and supplies).

M. Non-disparagement. Employee agrees that he will not say, write or communicate in any manner to any person or entity derogatory or negative information or opinions about the City and its officials, employees, agents, and representatives, or about any of the City's practices, policies, or services, regardless of the truth or falsity of the information. This provision shall not prohibit Employee from responding truthfully to a subpoena or an inquiry from a governmental agency or as otherwise required by law.

N. Future References. In the event that any prospective employer contacts the City for employment information or a recommendation about Mr. Robider, subject to Employee's written request for broader disclosure, the City will provide the prospective employer only with the dates of employment and nature of the position held by Employee with Employer. This provision will only be effective so long as the prospective employer contacts only the City's acting Mayor, City Manager, or Human Resource Director.

O. Re-Employment. Employee agrees that he will not seek re-employment with Delta or its affiliates at any time in the future.

P. Entire Agreement. This Agreement contains the entire agreement of the parties as to the matters contained herein and may not be changed without the written consent of both parties hereto. No oral evidence shall be admissible to alter or vary the terms and provisions hereof.

Q. Law. This Agreement shall be governed by the laws of the State of Georgia and shall be construed in accordance therewith.

R. Waiver. The waiver by any of the Released Parties of a breach of any provision of this Release shall not operate or be construed as a waiver of any subsequent or simultaneous breach.

S. Severability. In the event any provisions or covenants (or any portions thereof) of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof. Each provision, covenant, and portion thereof contained in this Agreement is separate, distinct, and severable not only from the other such provisions, covenants, and portions thereof but also from the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused their names to be signed as of this day, February ___, 2024.

For the Employee:

R. Scott Robider

For Garden City, Georgia

BY: _____
Bruce Campbell, Mayor

Witness: _____

Witness: _____

EMPLOYEE'S ACCEPTANCE OF RELEASE

I have read this Comprehensive Release Employment Separation Agreement and I understand all of its terms. I acknowledge and agree that this Agreement is executed voluntarily, without coercion, and with full knowledge of its significance. I further acknowledge that I have been advised by Garden City, Georgia to consult an attorney prior to executing this acknowledgment, that I have been given twenty-one (21) days during which to decide whether to execute this Release, and have used that time to the extent I wish to do so.

Date

(L.S.)
C. Scott Robider