

A G E N D A

City Council Meeting

Tuesday, March 19, 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

1. **PC-3-24-1077 – Zoning Map Amendment Request:** Receipt of public comment on a request by Robert L McCorkle, III to rezoned 5231 Ogeechee Road from R-A to I-1. Ogeechee Road from C-2 to I-1 and Ogeechee Road from C-2 to I-1 for proposed use as a general office/warehouse and cross-dock facility for SAIA LTL freight with ancillary truck and trailer parking. *The Petitioner requests a continuance to the April 9th Planning Commission meeting.*
2. **PC2325 – Zoning Text Amendment Request:** Receipt of public comment on a request by the City of Garden City, Georgia, as amended, to revise Chapter 90, Article VI, pertaining to signs, for the purpose of revising the provisions thereof regarding the limitations, safeguards, and controls for the location of outdoor advertising or separate use signs. *The Planning Commission recommended tabling the request for further study.*

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 March 4th Pre-Agenda Session, City Council Minutes, and March 11th Council Workshop.

➤ **ITEMS FOR CONSIDERATION**

1. **Ordinance – Zoning Map Amendment (5524 Silk Hope Road):** An ordinance to annex certain property owned by 1143 & 1145 Dean Forest Road, LLC., and located at 5524 Silk Hope Road, Savannah, Georgia, into the City of Garden City, Georgia, pursuant to Title 36, Chapter 36, Article 2, of the Official Code of Georgia Annotated (The 100% Method); to rezone said property to a “R-2” zoning classification.
2. **Resolution – Planning Commission Appointment:** A resolution to appoint Chad Flowers to serve on the City’s consolidated Board of Zoning Appeals/Planning Commission in the position vacated by Billy Jackson for the remainder of Mr. Jackson’s term, which runs from January 18, 2022, until his successor is appointed by City Council at Council’s first regular meeting in January 2028.
3. **Resolution – Prosecuting Attorney Agreement (Bradley):** A resolution by the City Council to authorize the Mayor to execute an agreement between the City and Caroline Bradley, which sets forth the terms of Ms. Bradley’s appointment as the City’s Prosecuting Attorney.
4. **Resolution – Public Defender Agreement (Wilson):** A resolution by the City Council to authorize the Mayor to execute an agreement between the City and Ty Wilson, which sets forth the terms of Mr. Wilson’s appointment as the City’s Public Defender.
5. **Resolution – SCAD System (Wastewater & Water Treatment):** A resolution to authorize the Interim City Manager to sign the purchase contract or order for the upgrade of the City’s existing wastewater SCADA system.
6. **Resolution – Vacuum Excavator (Water/Sewer Repair):** A resolution to authorize the Interim City Manager to sign the purchase contract or order for a vacuum excavator for excavating when working underground on water and sewer pipes.
7. **Resolution – Pipeline Inspection Camera (Water/Sewer Repair):** A resolution to authorize the Interim City Manager to sign the purchase order or order for a pipeline inspection camera to inspect underground water and sewer pipes.
8. **Resolution – Compaction Roller (Public Works):** A resolution to authorize the Interim City Manager to sign the purchase order or order for a compaction roller for its Public Works Department to pack asphalt when filling potholes and for other packing needs.
9. **Resolution – Tough Books for Police Vehicles:** A resolution to authorize the Interim City Manager to sign the purchase order or order for laptops to replace the existing laps in the police vehicles.

10. **Resolution – 2024 F-150 Super Cab Truck (Parks & Recreation):** A resolution to authorize the Interim City Manager to sign the purchase order or order for a 2024 F-150 4x4 Super Cab Truck to replace the older 2003 pick-up truck with a bad transmission in the Parks & Recreation department.
11. **Resolution – FY23 General Fund Year-End Budget Amendment:** A resolution to amend the fiscal year 2023 General Fund budget; to adjust for the differences between the originally adopted and presently projected revenues and expenditures.
12. **Resolution – FY23 Enterprise Funds Year-End Budget Amendment:** A resolution to amend the four Enterprise Funds budgets; to adjust for the difference between the originally adopted and presently projected revenues and expenditures.
13. **Resolution – FY23 Special Revenues Funds Year-End Budget Amendment:** A resolution to amend the two Special Revenue Funds budgets; to adjust for the differences between the originally adopted and presently projected revenues and expenditures.
14. **Resolution – FY23 SPLOST Fund Year-End Budget Amendment:** A resolution to amend the SPLOST Fund budget; to adjust for the difference between the originally adopted and presently projected revenues and expenditures.
15. **Resolution – FY23 Capital Projects Fund Year-End Budget Amendment:** A resolution to amend the Capital Projects Fund budget for the new gym recreation complex; to adjust for the difference between the originally adopted and presently projected revenues and expenditures.
16. **Resolution – FY23 ARPA Fund Year-End Budget Amendment:** A resolution to amend the ARPA Fund budget; to adjust for the differences between the originally adopted and presently projected revenues and expenditures.

➤ **ADJOURN**



GARDEN CITY
PLANNING &
ECONOMIC DEVELOPMENT

MEMORANDUM

To: Garden City Planning Commission & Board of Appeals
From: Denise R. Grabowski, AICP, LEED AP, Planning Consultant
Date: March 4, 2024
Re: PC 3-24-1077 – SAIA Savannah Project - 5231 Ogeechee Road

<i>Application Type</i>	<i>Zoning Map Amendment (Rezoning)</i>
<i>Case Number</i>	PC 3-24-1077
<i>Applicant</i>	Kevin Beckwith, Belinda Lee Kimker, John Kimker III, Eric Kimker, Joseph Kimker
<i>Name of Project</i>	SAIA Savannah Project
<i>Property Address</i>	5231 Ogeechee Road
<i>Parcel ID</i>	60990D 01006, 60991 06003, 60991 06004
<i>Area of Property</i>	28.57 acres
<i>Existing Zoning</i>	C-2 / R-A
<i>Existing Land Use</i>	Undeveloped, residential
<i>Proposed Zoning</i>	I-1
<i>Proposed Land Use</i>	Warehouse, Cross Dock, Ancillary Parking
<i>Comp Plan – Future Land Use</i>	Commercial

GENERAL INFORMATION

Project Description: General office/warehouse and cross-dock facility for SAIA LTL Freight with ancillary truck and trailer parking.

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?*

This property is located on the border of the City of Garden City with unincorporated Chatham County. Adjacent parcel uses and zoning:
North – Salt Creek Boat Ramp and Park and Progressive Recreation Center (across US Hwy 17) – zoned C-1;
South: undeveloped, R-A (unincorporated Chatham County);

East – truck terminal, zoned I-1 and undeveloped, zoned R-A (unincorporated Chatham County);

West – Salt Creek, zoned R-A (unincorporated Chatham County).

2. *Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?*

Within the city limits of Garden City, several other small, industrially zoned properties are located to the east. These properties are not contiguous to the subject properties. The majority of the properties along US 17/Ogeechee Road in Garden City are zoned commercial.

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?*

The subject property is located on US 17/Ogeechee Road just east of Dean Forest Road. While it is not anticipated that traffic on residential streets will be impacted, the ingress/egress will be across the street from Salt Creek Boat Ramp and Park and the Progressive Recreation Center. US 17/Ogeechee Road is a four-lane highway with a center, dual-left turn lane. Trucks leaving the site to access Dean Forest Road, the Georgia Ports Authority, and I-16 will make a left turn across US 17, which is of particular concern.

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?*

This property is located directly across from the Chatham County Park and Boat Ramp, which is the only boat ramp in Garden City and includes a community park with a pavilion, picnic tables, and playground. This is also a major gateway into Garden City for travelers heading north on US 17/Ogeechee Road. Two of the adjacent properties are also zoned as residential-agricultural. Rezoning of these properties to industrial could have a detrimental impact on the area.

5. *Is there an imminent need for the rezoning and is the property likely to be used for the use requested?*

The property, if rezoned, would likely be viable for a warehouse facility, particularly close to the Savannah Port of the Georgia Ports Authority.

6. *Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?*

The rezoning of this property could increase pressure on the additional in the vicinity to petition for industrial zoning.

7. *Such other matters as the Planning Commission deems relevant.*

This rezoning request is not consistent with the Comprehensive Plan. The Future Land Use Map indicates this area as Commercial.

ACTIONS

The Planning Commission shall take one of the following formal actions:

- i. *Recommend approval* of the proposed zoning decision as presented;
- ii. *Recommend approval* of the proposed zoning decision with modifications or conditions;
- iii. *Defer action of the proposed zoning decision* upon motion of the Planning Commission or at the request of the applicant. The applicant may revise the proposal based on the comments at the meeting and resubmit it for formal action at a future meeting; or
- iv. *Recommend denial* of the proposed zoning decision.

RECOMMENDATION

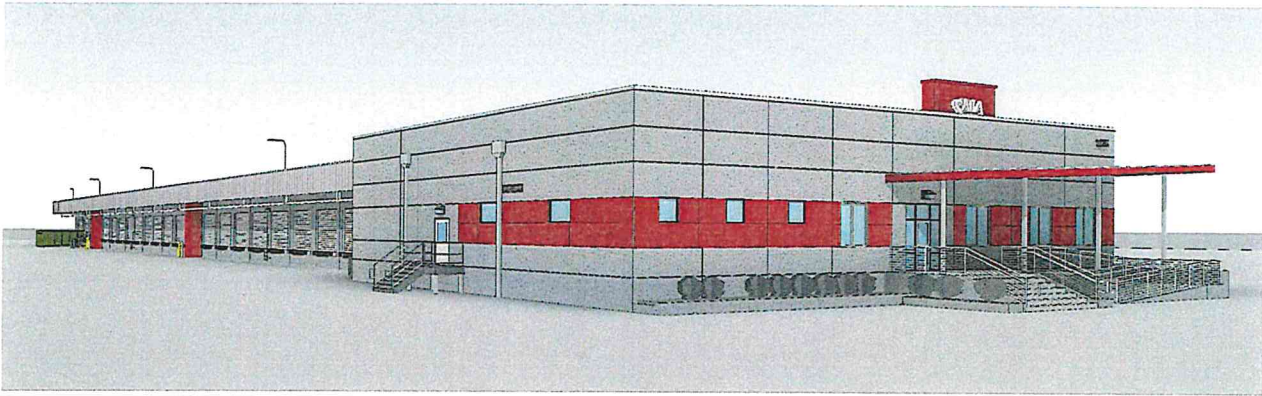
Denial of the rezoning request from Heavy Commercial (C-2) and Residential-Agriculture (R-A) to Industrial (I-1).

RECOMMENDED MOTION

I move to recommend the **denial** of rezoning application PC 3-24-1077 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.



SAIA MOTOR FREIGHT LINE, LLC

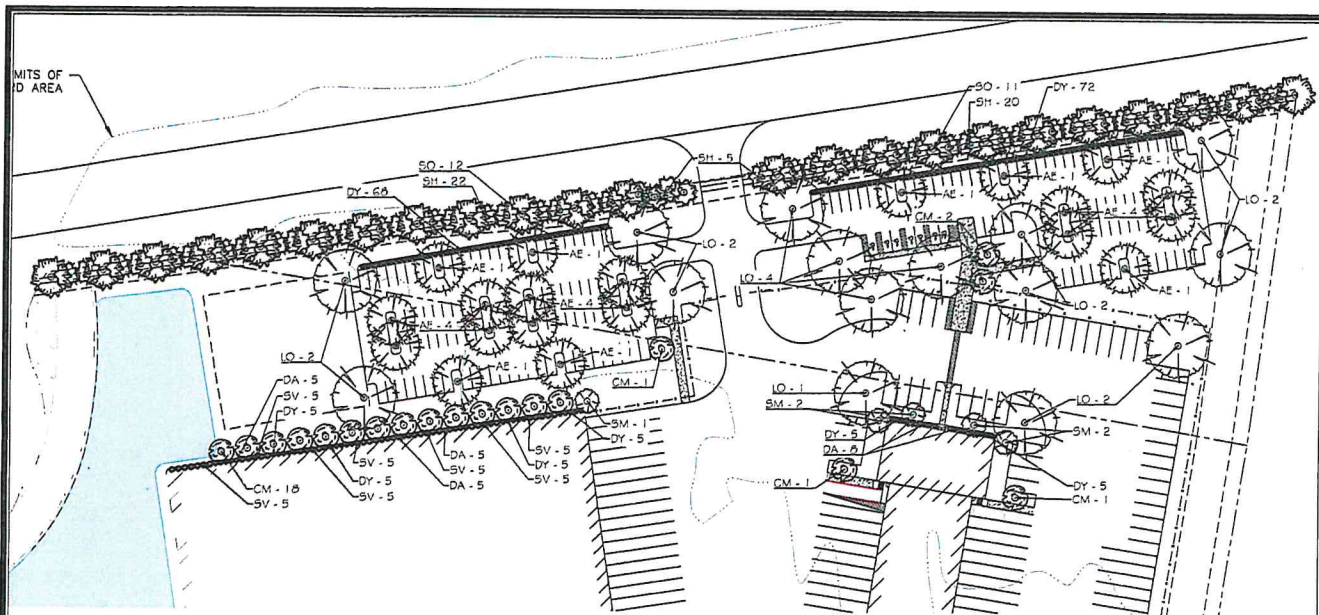


SAIA MOTOR FREIGHT LINE, LLC
SAIA LTL FREIGHT - SAVANNAH, GA
PROPOSED BUILDING ELEVATIONS

24 x 28 =
11 x 17 = NO SCALE
12.12.2023



Walls of Glass Architecture LLC
41 Wood Square # Suite 100
Kennesaw, Georgia 30143
415.236.9146
www.WallsofGlass.com



PLANT SCHEDULE

NO.	SYM.	PLANT NAME	PLANT SIZE	PLANT TYPE	PLANT CODE
1	DA	DOGWOOD	12" DBH	DECIDUOUS	DA-5
2	SV	SPRING BURNING	12" DBH	DECIDUOUS	SV-5
3	DY	DOGWOOD	12" DBH	DECIDUOUS	DY-5
4	CM	COMMON MYRTLE	12" DBH	EVERGREEN	CM-1
5	SM	SMALLER PLANT	12" DBH	EVERGREEN	SM-1
6	LO	LOOSE STRIFE	12" DBH	EVERGREEN	LO-1
7	AE	AEOLIA	12" DBH	EVERGREEN	AE-1
8	SH	SHRUB	12" DBH	EVERGREEN	SH-5
9	SO	SOLOMON'S SEAL	12" DBH	EVERGREEN	SO-11
10	DY	DOGWOOD	12" DBH	DECIDUOUS	DY-72
11	DA	DOGWOOD	12" DBH	DECIDUOUS	DA-5
12	SV	SPRING BURNING	12" DBH	DECIDUOUS	SV-5
13	DY	DOGWOOD	12" DBH	DECIDUOUS	DY-5
14	CM	COMMON MYRTLE	12" DBH	EVERGREEN	CM-1
15	SM	SMALLER PLANT	12" DBH	EVERGREEN	SM-1
16	LO	LOOSE STRIFE	12" DBH	EVERGREEN	LO-1
17	AE	AEOLIA	12" DBH	EVERGREEN	AE-1
18	SH	SHRUB	12" DBH	EVERGREEN	SH-5
19	SO	SOLOMON'S SEAL	12" DBH	EVERGREEN	SO-11
20	DY	DOGWOOD	12" DBH	DECIDUOUS	DY-72
21	DA	DOGWOOD	12" DBH	DECIDUOUS	DA-5
22	SV	SPRING BURNING	12" DBH	DECIDUOUS	SV-5
23	DY	DOGWOOD	12" DBH	DECIDUOUS	DY-5
24	CM	COMMON MYRTLE	12" DBH	EVERGREEN	CM-1
25	SM	SMALLER PLANT	12" DBH	EVERGREEN	SM-1
26	LO	LOOSE STRIFE	12" DBH	EVERGREEN	LO-1
27	AE	AEOLIA	12" DBH	EVERGREEN	AE-1
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99	SO	SOLOMON'S SEAL	12" DBH	EVERGREEN	SO-11
100	DY	DOGWOOD	12" DBH	DECIDUOUS	DY-72

LANDSCAPE NOTES:
1) PLANT SYMBOLS ARE DRAWN TO THEIR MATURE SPREAD DISTANCE


RIGHT OF WAY LANDSCAPE REQUIREMENTS

TOTAL PLANTINGS REQUIRED:
1 CANOPY TREE PER 50 LF
1 UNDERSTORY TREE PER 25 LF
LANDSCAPE STRIP TOTAL LF = 1,100 LF OF FREIGHT PLANTINGS - 40 LF ENTER DRIVE
= 1,060 LF
CANOPY TREES REQUIRED = 1,060 LF / 50 LF = 21.2 = 22 CANOPY TREES
UNDERSTORY TREES REQUIRED = 1,060 LF / 25 LF = 42.4 = 42 UNDERSTORY TREES
TOTAL PLANTINGS PROVIDED:
CANOPY TREES PROVIDED = 22
UNDERSTORY TREES PROVIDED = 42
MEETS MINIMUM REQUIREMENTS

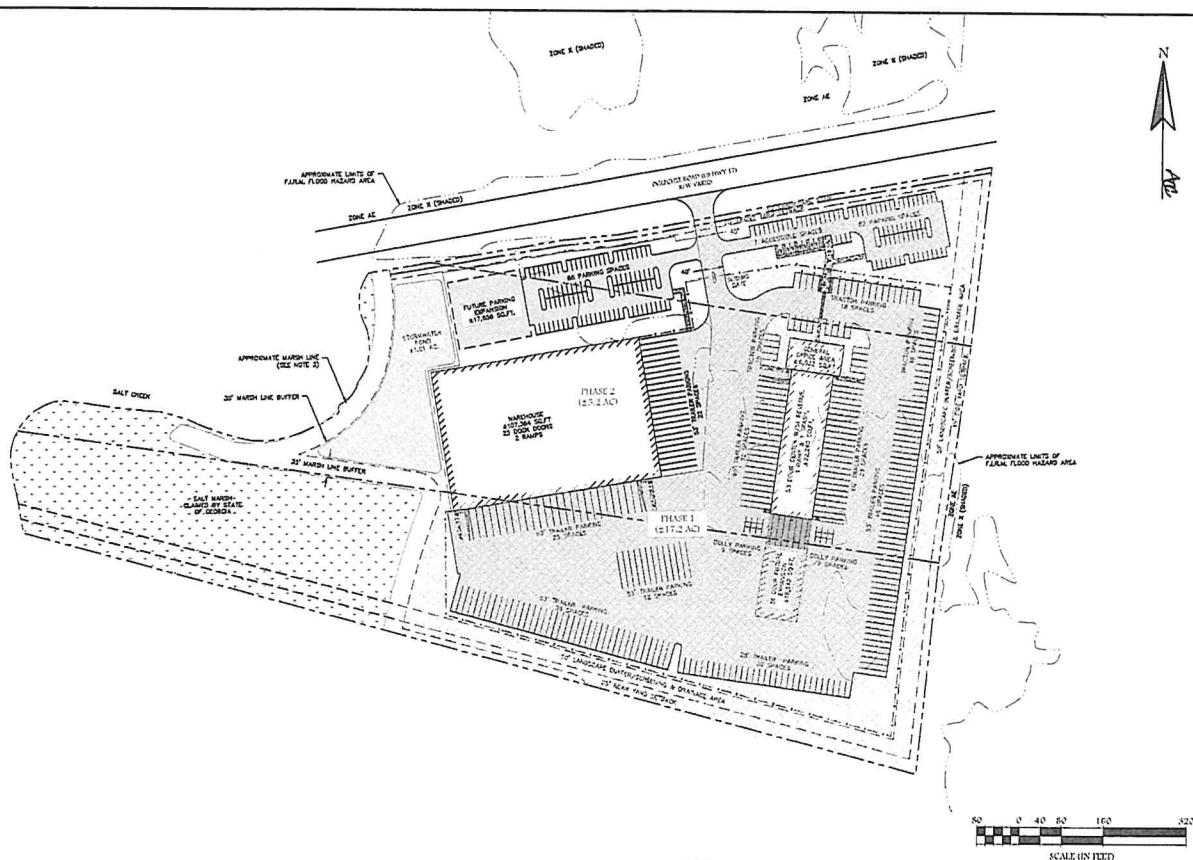


Atlantic Star LLC.
Landscape Architecture/Living Tools

1011 N. Main St., Suite 100, Tallahassee, FL 32301
P: 904.241.1111 F: 904.241.1112



PROJECT: ROADWAY IMPROVEMENTS	
DATE: 1/27/21	SCALE: 1" = 40'-0"
SHEET: L-1	



ACC
ATLANTIC COAST
CONSULTING, INC.
770-594-5998
www.atlcc.net
Roswell, GA
Savannah, GA
Knoxville, TN



5231 OGECHEE RD
GARDEN CITY, GA
FIN# 6-0920-001-006
6-0991-06-005.6
6-0991-06-001
7th G.M. DISTRICT
CHATHAM COUNTY, GA

**SAIA MOTOR
FREIGHT LINE,
LLC.**

11465 KNIPS CREEK PARKWAY
SUITE 400
JOHNSTON, GA 30547
678-542-0038

REVISIONS

NO.	DATE	DESCRIPTION
1	01/14/2024	ISSUED FOR PERMIT

Drawn by: [Signature] Checked by: [Signature]

PROJECT NUMBER:

1094-101

January 2024

GARDEN CITY SITE
LAYOUT SUMMARY

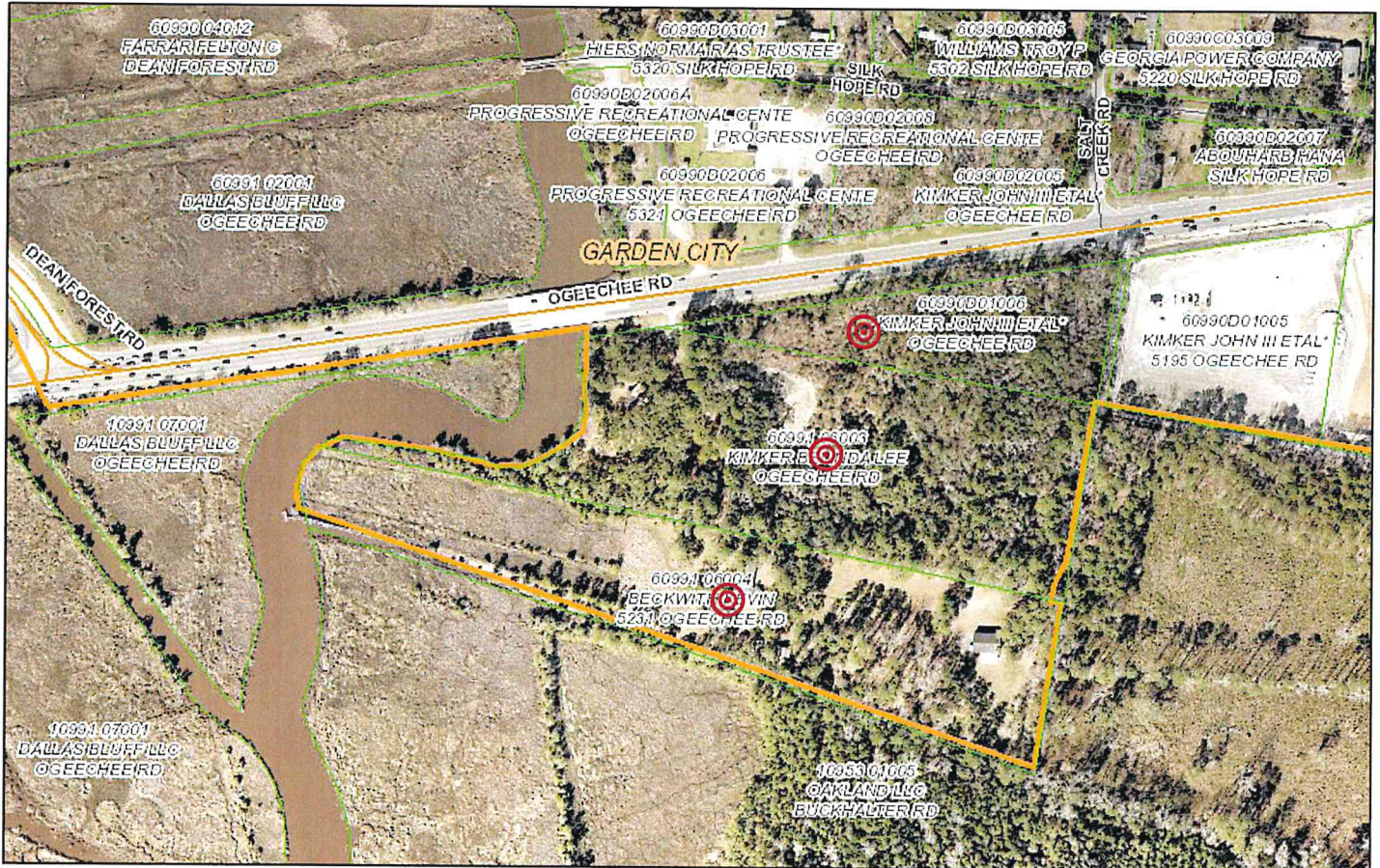
C-101

GREENSPACE CALCULATIONS
TOTAL PROJECT AREA: 24,683.6 AC
PROPOSED GREENSPACE: 7.28 AC
PERCENTAGE GREENSPACE = 29%

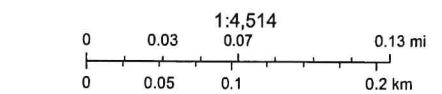
PARKING COUNT TABLE	
TYPE	170 (IF ACCESSIBLE)
20' TRUCKS	80
20' TRUCKS	30
20' TRUCKS	101
20' TRUCKS	75
TOTAL PARKING	186

NOTES:
1. EXISTING CONDITIONS SHOWN FROM SURVEY PROVIDED BY PHASE 1 & 2 ASSOCIATED SURVEYING, INC. DATED AUGUST 22, 2023.
2. A PORTION OF THE PROPERTY SHOWN IS WITHIN SPECIAL FLOOD HAZARD AREA ZONE AC FOR FEMA FLOOD PANEL 134525404G.
3. EFFECTIVE DATE: AUGUST 16, 2024.
4. MAPS WERE OBTAINED BY EES SURVEYING, LLP IN A WETLAND DELINEATION STUDY DATED MAY 24, 2023.

5231 Ogeechee Road; Ogeechee Road



3/4/2024, 4:53:02 PM



SAGIS
SAGIS |



G A R D E N C I T Y
PLANNING &
ECONOMIC DEVELOPMENT

MEMORANDUM

To: Garden City Planning Commission & Board of Appeals
From: Denise R. Grabowski, AICP, LEED AP, Planning Manager Consultant
Date: March 4, 2024
Re: PC 2325 – Zoning Text Amendment – Chapter 90, Article VI, Sec. 90-174.

City Council enacted a six-month moratorium on the issuance of permits for new outdoor advertising or separate-use signs within the city limits on September 18, 2023. At the February 20, 2024, City Council meeting, this moratorium was extended to April 15, 2024. A copy of the resolution is included for reference.

The City Attorney has prepared the following text amendment for review and consideration by the Planning Commission.

Summary of changes:

- Revised zoning districts to heavy commercial (C-2) or industrial (I-1 and I-2);
- Revised size from 480 square feet with dimensions not exceeding 12 feet in height or 42 feet in width to 382 square feet with dimensions not exceeding 10.5 feet in height or 36 feet in width;
- Limit outdoor advertising or separate-use signs to state or federal highways;
- Revised required separation between signs from 1000 feet to 1500 feet;
- Limits the total number of outdoor advertising or separate use signs with the City to fifty-five (55). There are currently 48 outdoor advertising or separate-use signs;
- Modifies the required distance of an outdoor advertising or separate-use signs from intersections from 150' to 400'; from a church, school, cemetery, public park from 200' to 1000'; from residentially zoned areas from 100' to 1000';
- Prohibits outdoor advertising or separate use signs on a building wall or roof;
- Modifies the required distance between LED signs from 2,500 feet to 5,000 feet;
- Adds a maximum number of LED signs, with a provision for the conversion of existing nonconforming signs to LED signs; and,
- Adds criteria for the consideration of outdoor advertising and separate use signs by the Planning Commission;

The current ordinance also is attached for your reference.

RESOLUTION

A RESOLUTION IMPOSING A MORATORIUM ON THE ISSUANCE OF SIGN PERMITS FOR OUTDOOR ADVERTISING OR SEPARATE USE SIGNS WITHIN GARDEN CITY, GEORGIA, FOR SIX MONTHS; TO PROVIDE FOR EXCEPTIONS; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, a number of outdoor advertising or separate use signs are currently located in Garden City and the Mayor and Council are concerned about the potential impacts that such signs may create that would be detrimental to the public health, safety and general welfare of the residents of the City; and,

WHEREAS, there is a possibility that the City could, in the near future, receive more applications for outdoor advertising or separate use signs that would significantly increase the number of such signs located within the City; and,

WHEREAS, the Garden City Code of Ordinances relating to outdoor advertising or separate use signs may not adequately address the various impacts that these uses present, and the protection of the public health, safety, and general welfare would be jeopardized by the installation of new outdoor advertising or separate use signs prior to a review of the matter and possible adoption of new regulations by the Mayor and Council; and,

WHEREAS, the City would be well served if it more fully addressed and understood the potential impacts in the form of health, safety, economic, hazards to safety, and the aesthetics impacts these signs impose upon neighboring properties and the community as a whole; and,

WHEREAS, the City needs time to review existing information on the affects of these signs and to review the Garden City Code of Ordinances in a comprehensive fashion to determine whether it officially addresses the impacts of such uses; and,

WHEREAS, the Mayor and Council understand that communication displayed by outdoor advertising or separate use signs may be protected by the First Amendment of the United States Constitution and/or the Georgia Constitution, and that by passing this resolution, the Mayor and Council do not intend to impermissibly infringe upon any protective free speech rights; and,

WHEREAS, the purpose of this moratorium is to provide time in which the Mayor and Council may study its existing code, ordinances, and the impacts of such usage, during this moratorium; to determine whether any additional reasonable regulation is necessary to mitigate the impacts; and to prepare for the adoption of permissible restrictions to regulate such uses.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council and it is hereby established as follows:

SECTION 1. A moratorium is hereby declared on the issuance of permits for new outdoor advertising or separate use signs within the city limits of Garden City, Georgia, for a period of six (6) months. The purpose of this moratorium is to provide the City's planning staff and consultants

a reasonable opportunity to review the City's Code of Ordinances relating to outdoor advertising or separate use signs and make any necessary revisions thereto.

SECTION 2. During the period of this moratorium, no permits for outdoor advertising or separate use signs shall be issued; provided, however, this moratorium 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 this moratorium; 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.

SECTION 3. Except as provided herein, all zoning and development ordinances of the City shall remain in full force and effect.

SECTION 4. Any person desiring to erect a new outdoor advertising or separate use signs 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.

SECTION 5. This resolution shall become effective at midnight on September 18, 2023. The moratorium imposed by this resolution shall expire at midnight on March 18, 2024, unless the moratorium is shortened or extended by action of Mayor and Council or until the effective date of any ordinance establishing new regulations governing outdoor advertising or separate use signs, whichever occurs first.

SECTION 6. If any section, sub-section, paragraph, sentence, clause, or phrase of this resolution is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this resolution.

SECTION 7. 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 ____ day of September, 2023.

RHONDA FERRELL-BOWLES
Clerk of Council

RECEIVED AND APPROVED this ____ day of September, 2023.

BRUCE CAMPBELL, Mayor

ORDINANCE 2024-

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF GARDEN CITY, GEORGIA, AS AMENDED, TO REVISE CHAPTER 90, ARTICLE VI, PERTAINING TO SIGNS, FOR THE PURPOSE OF REVISING THE PROVISIONS THEREOF REGARDING THE LIMITATIONS, SAFEGUARDS, AND CONTROLS FOR THE LOCATION OF OUTDOOR ADVERTISING OR SEPARATE USE SIGNS; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. Chapter 90, Article VI, of the Code of Ordinances of Garden City, Georgia, as amended, relating to signs placed in Garden City, Georgia, is hereby amended by deleting Section 90-174 pertaining to outdoor advertising and separate use signs in its entirety, and by substituting in lieu thereof the following:

“Sec. 90-174. Outdoor Advertising or Separate Use Signs.

To preserve and promote the public health, safety, and welfare of the citizens of Garden City, Georgia, to maintain and enhance the visual environment, and to preserve the right of citizens to enjoy Garden City’s scenic beauty, to improve pedestrian and traffic safety, and to minimize the possible adverse effect of outdoor advertising or separate use signs on nearby public and private property, the following regulations shall govern the location of such signs within the City unless otherwise expressly provided for in Chapter 90 to the contrary:

- (1) An outdoor advertising or separate use sign may be located on any property located in a heavy commercial (C-2) or industrial (I-1 and I-2) zoning district in addition to any other freestanding signs authorized by this Article so long as such sign complies with the pertinent provisions of the Garden City Code of Ordinances.
- (2) Outdoor advertising or separate use signs are allowed on only parcels fronting state or federal highways. Such signs are limited to 382 square feet in sign area with dimensions not exceeding 10.5 feet in height or 36 feet in width.
- (3) A Georgia DOT permit must be obtained for all outdoor advertising and separate use signs.

- (4) Outdoor advertising or separate use signs shall be erected to a height of not more than 50 feet.
- (5) All portions of a sign face and support members of any outdoor advertising or separate use sign shall be set back from all buildings, structures, and property lines at least 75 feet.
- (6) Only one outdoor advertising or separate use sign shall be allowed per platted lot. Outdoor advertising or separate use signs shall be no less than 1,500 feet apart, measuring from the two closest points and only one sign face shall be allowed to face the same direction per location. This allows back-to-back or "V" formation signs but prohibits two signs side-by-side or over-and-under, facing the same direction. The faces of a sign constructed in the form of a "V" shall not exceed 45 degrees.
- (7) No outdoor advertising or separate use sign shall be installed or erected at any time where there are fifty-five (55) or more existing outdoor advertising or separate use signs within the City. For purposes of this provision, lawfully constructed outdoor advertising and separate use signs that exist as of the effective date of this Ordinance which have less than 50 square feet of sign area shall not be included.
- (8) No outdoor advertising or separate use sign, or any part thereof, shall be erected, used, operated, or maintained:
 - a. within 400 feet of the nearest edge of the right-of-way of another intersecting right-of-way;
 - b. within 1,000 feet of any church, school, cemetery, public park or public building;
 - c. overhanging a public right-of-way or a private road or drive;
 - d. within 1,000 feet from any residentially zoned area as measured from the outermost perimeter of the sign; or,

- e. obstructing a scenic view including, but not limited to, marshes, natural waterways, pastures, forests, and other pastoral scenery.
- (9) Sign illumination shall not cause beams or rays of light to be directed to a roadway or adjacent properties. Flashing illumination such as, without limitation, flashing, running, or sequential lights are prohibited except as expressly provided herein.
- (10) The following outdoor advertising or separate use signs are expressly prohibited unless specifically stated otherwise in this Article:
- a. Signs employing movement including, but not limited to, changeable copy signs, pennants, flags, banners, streams, propellers, discs, and search lights.
 - b. Signs that include lights which flash, blink, or turn on and off intermittently, but not including time and temperature signs.
 - c. Signs employing direct, indirect, or internal flashing, or other illumination with light sources or reflectivity of such brightness that constitute a hazard to ground or air traffic or a nuisance, as determined by the City Manager.
 - d. Inflatable signs including, but not limited to, balloons.
 - e. Roof billboards which are erected or painted on a roof or which extend in height above the roof line of the building on which the sign is erected.
 - f. Any sign which may be confused with or obstruct the view of any authorized traffic sign or signal, obstructs the site distance triangle at any street or highway intersection, or extends into the public right-of-way.

- (11) Outdoor advertising or separate use signs shall not be placed on a building wall or on the roof of a building. They shall only be freestanding pole or pylon signs and shall not be allowed as monument signs. Each shall constitute a self-supporting structure erected on one pole permanently attached to a concrete foundation. The foundation shall be designed to carry the weight and wind load of the sign, in the soil which it is placed. The sign's pole and supporting apparatus shall be fabricated only from painted or galvanized steel or metal. No portion of the supporting structure for the sign shall be visible above the advertising display area.
- (12) Extrusions beyond the face of any outdoor advertising or separate use sign, excluding aprons, are prohibited.
- (13) There shall be an initial inspection of outdoor advertising or separate use signs and reinspection every five (5) years.
- (14) No trees shall be cut, trimmed, or pruned in locating, erecting, or maintaining any outdoor advertising or separate use sign.
- (15) With respect to outdoor advertising or separate use signs that contain alphanumeric characters, graphics, or symbols defined by a small number of matrix elements using different combinations of light-emitting diodes ("LED's"):
 - a. Such signs shall contain static messages only, and shall not have movement or flashing on any part of the sign structure, design, or pictorial segment of the sign; nor shall such sign have varying light intensities during the display of any single message.
 - b. Each display on an electronic changeable message LED sign shall remain fixed for at least ten seconds.
 - c. When a message on an electronic changeable

message LED sign is changed, the change shall be accomplished in three seconds or less.

- d. Any electronic changeable message LED sign shall contain a default design that will freeze the display in one position if a malfunction occurs.
- e. No auditory message or mechanical sounds may be emitted from the sign.
- f. Electronic changeable message LED signs may not operate at brightness levels of more than 0.20 foot candles above ambient light levels as measured at the following distances:

<u>SIGN SQ. FEET</u>	<u>DISTANCE</u>
<300 feet	150 feet
301 feet-400 feet	200 feet

- g. The owner of a LED outdoor advertising or separate use sign shall arrange for an annual certification of the lumens showing compliance by an independent contractor and provide said certification to the City.
- h. Each sign must have a light sensing device that will adjust the brightness of the display as the natural ambient light conditions change.
- i. No LED outdoor advertising or separate use sign shall be located within 5,000 feet of another LED billboard sign on *either side of the road*.
- j. Electronic changeable message LED signs shall meet the same installation and permitting requirements and inspections as set out for all other signs.
- k. The owner of a LED outdoor advertising or separate use sign shall coordinate with the local authorities to display, when appropriate, emergency

information important to the traveling public including, but not limited to, Amber Alerts or alerts concerning terrorist attacks or natural disasters. Emergency information messages shall remain in the advertising rotation according to the protocols of the agency that issues the information.

1. The owner of said LED outdoor advertising or separate use sign shall provide the City of Garden City contact information for a person who is available to be contacted at any time and who is able to turn off the electronic sign promptly after a malfunctioning occurs. If, at any time more than 95% of the LED display lights malfunction or are no longer working, the owner of said LED sign shall make repairs to the sign within sixty (60) days or the sign will require removal.
- m. If the City of Garden City finds that the LED outdoor advertising or separate use sign causes a glare or otherwise impairs the vision of the driver of a motor vehicle, the owner of the sign, within twenty-four (24) hours of a request by the City, shall reduce the intensity of the sign to a level acceptable to the City.
- n. Each sign must comply with all Georgia Department of Transportation rules and regulations applicable to electronic changeable message signs which do not conflict with this Article.
- o. Effective _____, 2024, no more than three (3) LED outdoor advertising or separate use signs shall be erected or converted in the City. Notwithstanding, one (1) new LED outdoor advertising or separate use sign will be permitted when the number of existing nonconforming outdoor advertising or separate use signs that correspond to a ratio is removed, unless provided herein. The ratio shall be 2.5 square feet of existing nonconforming outdoor advertising or separate use sign face space for every 1.0 square foot of LED outdoor advertising or separate use

sign face to be erected. Nonconformity shall be determined by the applicable sections of this Ordinance.

- (16) No variance shall be granted for billboard areas or billboard distance separation.
- (17) The potential impacts of an outdoor advertising and separate use signs are significant given the size and height of such structures. It is in the best interest of the City to adopt criteria for assessing such impacts. Accordingly, an outdoor advertising or separate use sign shall be subject to approval by the Planning Commission which shall be guided by the following factors in determining whether approval of an application for an outdoor advertising or separate use sign is appropriate:
 - a. Whether the size of the lot is sufficient to allow compliance with all setbacks considering the relationship of the proposed outdoor advertising or separate use sign to adjacent lots and development patterns in the area;
 - b. The impact the proposed outdoor advertising or separate use sign may have on the view of noteworthy features of the landscape as viewed by motorists and adjacent property owners, and the aesthetic impact on surrounding properties;
 - c. The effect the proposed outdoor advertising or separate use sign may have on traffic safety;
 - d. Any accompanying or unique feature of the proposed outdoor advertising or separate use sign, including plans for lighting and landscaping; and,
 - e. Any other factor related to the suitability of the proposed outdoor advertising or separate use sign for the proposed site, including any conditions or limitations proposed by the applicant.
 - f. Notwithstanding the above criteria, the content of an outdoor advertising or separate use sign shall

not be among the factors considered by the Planning Commission in deciding an application to erect such a sign.

- (18) Each outdoor advertising or separate use sign shall have attached thereto a legend identifying the agent or agency responsible for the erection and maintenance of such sign. Such legend shall set forth the permit number issued by the City for such sign.
- (19) Every outdoor advertising and separate use sign, including its supports, braces, guys, and anchors, shall be maintained in a safe, presentable, and good structural material condition at all times, which includes the repair or replacement of defective parts, painting, repainting, cleaning, and other acts required for the maintenance of said sign. The surrounding premises of each sign shall be maintained in a clean, sanitary, and inoffensive condition, and free and clear of all obnoxious substances, rubbish, and weeds.
- (20) The advertising or copy area shall be replaced periodically to maintain good appearance. When the sign displays no advertising copy, its face shall continue to have a tight, closed, or solid surface concealing the sign's supporting apparatus, and shall be of a uniform color.”

Section 2. This Ordinance and its parts are declared to be severable. If any section, subsection, clause, sentence, word, provision, or portion of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, this decision shall not affect the validity of the Ordinance as a whole. All parts of the Ordinance not declared invalid or unconstitutional shall remain in full force and effect as if such portion so declared or adjudged unconstitutional or invalid were not originally part of the Ordinance, even if the surviving parts of the Ordinance result in greater restrictions after any unconstitutional or invalid provisions are stricken. The City Council declares that it would have enacted the remaining parts of the Ordinance if it had known that such portion thereof would be declared or adjudged unconstitutional or invalid. The City Council declares its intent that should this Ordinance be declared in part or in whole unconstitutional or invalid, signs are to be subject to regulations applicable to “structures” contained in the Zoning Ordinance. If any part of this Ordinance is found to be in conflict with any other Ordinance or with any other part of this Ordinance, the most restrictive or highest

standard shall prevail. If any part of this Ordinance is explicitly prohibited by federal or state statute, that part shall not be enforced.

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

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

ADOPTED this ____ day of _____, 2024.

Rhonda Ferrell-Bowles
Clerk of Council

RECEIVED AND APPROVED this the ____ day of _____, 2024.

BRUCE CAMPBELL, Mayor

Read first time:

Read second time and approved:

Sec. 90-174. Outdoor advertising or separate use signs.

To preserve and promote the public health, safety, and welfare of the citizens of Garden City, Georgia, to maintain and enhance the visual environment, and to preserve the right of citizens to enjoy Garden City's scenic beauty, to improve pedestrian and traffic safety, and to minimize the possible adverse effect of outdoor advertising or separate use signs on nearby public and private property, the following regulations shall govern the location of such signs within the city:

- (1) An outdoor advertising or separate use sign may be located on any property located in a mixed use, commercial, or industrial zoning district in addition to any other freestanding sign authorized by this article so long as such sign complies with the pertinent provisions of the City Code.
- (2) Outdoor advertising or separate use signs are allowed on parcels fronting state or federal highways in commercial, industrial, or mixed use districts only. Such signs are limited to 480 square feet in sign area with dimensions not exceeding 12 feet in height or 42 feet in width.
- (3) Outdoor advertising or separate use signs are allowed on parcels adjacent to streets other than state or federal highways in commercial, industrial, and mixed use districts only. Such outdoor advertising or separate use signs are limited to 400 square feet in sign area per face, with dimensions not exceeding 12 feet in height and 25 feet in width.
- (4) Outdoor advertising or separate use signs shall be erected to a height of no more than 50 feet where located adjacent to state and federal highways and no more than 30 feet when located adjacent to other streets.
- (5) All portions of a sign face and support members of any outdoor advertising or separate use sign shall be set back from all buildings, structures, and property lines in compliance with the setback requirements of this Code applicable to the zoning district where the sign is located.
- (6) Only one outdoor advertising or separate use sign shall be allowed per platted lot. No outdoor advertising or separate use sign shall be placed on any residentially zoned lot which contains any freestanding sign. Outdoor advertising or separate use signs shall be no less than 1,000 feet apart, measuring from the two closest points and only one sign face shall be allowed to face the same direction per location. This allows back-to-back or "V" formation signs but prohibits two signs side-by-side or over-and-under, facing the same direction. The faces of a sign constructed in the form of a "V" shall not exceed 45 degrees.
- (7) No outdoor advertising or separate use sign or part thereof, shall be erected, used, or operated or maintained:
 - a. Within 150 feet of the nearest edge of the right-of-way of another intersecting right-of-way.
 - b. Within 200 feet of any church, school, cemetery, public park or public building.
 - c. Overhanging a public right-of-way or a private road or drive.
 - d. Within 100 feet from any residentially zoned area.
- (8) Sign illumination shall not cause beams or rays of light to be directed to a roadway or adjacent properties. Flashing illumination such as, without limitation, flashing, running, or sequential lights are prohibited except as expressly provided herein.
- (9) Outdoor advertising or separate use signs shall be prohibited in areas where no roadway of any kind currently exists. Outdoor advertising or separate use signs shall only be permitted on roadways which are currently functioning as a bona fide roadway and are under the care and control of the Georgia Department of Transportation, Chatham County, Georgia, or under municipal control.

- (10) The following outdoor advertising or separate use signs are expressly prohibited unless specifically stated otherwise in this article:
- Signs employing movement including, but not limited to, changeable copy signs, pennants, flags, banners, streamers, propellers, discs, and search lights.
 - Signs that include lights which flash, blink, or turn on and off intermittently, but not including time and temperature signs.
 - Signs employing direct, indirect, internal, flashing, or other illumination with light sources or reflectivity of such brightness that constitute a hazard to ground or air traffic or a nuisance, as determined by the city manager.
 - Inflatable signs including, but not limited to, balloons.
 - Roof billboards which are erected or painted on a roof or which extend in height above the roof line of the building on which the sign is erected.
 - Any sign which may be confused with or obstruct the view of any authorized traffic sign or signal, obstructs the site distance triangle at any street or highway intersection, or extends into the public right-of-way.
- (11) Extrusions beyond the face of any outdoor advertising or separate use sign, excluding aprons, are prohibited.
- (12) There shall be an initial inspection of outdoor advertising or separate use signs and reinspection every five years.
- (13) Trees may be cut, trimmed, or pruned in locating, erecting, or maintaining any outdoor advertising or separate use sign provided a tree removal permit is issued by the city.
- (14) With respect to outdoor advertising or separate use signs that contain alphanumeric characters, graphics, or symbols defined by a small number of matrix elements using different combinations of light-emitting diodes ("LED's"):
- Such signs shall contain static messages only, and shall not have movement nor flashing on any part of the sign structure, design, or pictorial segment of the sign, nor shall such sign have varying light intensity during the display of any single message.
 - Each display on an electronic changeable message LED sign shall remain fixed for at least ten seconds.
 - When a message on an electronic changeable message LED sign is changed, the change shall be accomplished in three seconds or less.
 - Any electronic changeable message LED sign shall contain a default design that will freeze the display in one position or black screen if a malfunction occurs.
 - No auditory message or mechanical sounds may be emitted from the sign.
 - Electronic changeable message LED signs may not operate at brightness levels of more than 0.20 foot candles above ambient light levels as measured at the following distances:

SIGN SQ. FEET	DISTANCE
<300 feet	150 feet
301 feet—400 feet	200 feet

- g. The owner of said LED outdoor advertising or separate use sign shall annually provide a letter from an independent contractor certifying lumens compliance with the provisions of this Code Section.
 - h. Each sign must have a light sensing device that will adjust the brightness of the display as the natural ambient light conditions change.
 - i. No LED outdoor advertising or separate use sign shall be located within 2,500 feet of another LED billboard sign on either side of the road.
 - j. Electronic changeable message LED signs shall meet the same installation and permitting requirements and inspections as set out for electrical signs and all other signs.
 - k. The owner of said LED outdoor advertising or separate use sign shall coordinate with the local authorities to display, when appropriate, emergency information important to the traveling public including, but not limited to, Amber Alerts or alerts concerning terrorist attacks or natural disasters. Emergency information messages shall remain in the advertising rotation according to the protocols of the agency that issues the information.
 - l. The owner of said LED outdoor advertising or separate use sign shall provide the City of Garden City contact information for a person who is available to be contacted at any time and who is able to turn off the electronic sign promptly after a malfunction occurs. If, at any time more than 95 percent of the LED display lights malfunction or are no longer working, the owner of said LED sign shall make repairs to the sign within 60 days or the sign will require removal.
 - m. If the City of Garden City finds that the LED outdoor advertising or separate sign causes a glare or otherwise impairs the vision of the driver of a motor vehicle, the owner of the sign, within 24 hours of a request by the city, shall reduce the intensity of the sign to a level acceptable to the city.
 - n. Each sign must comply with all Georgia Department of Transportation rules and regulations applicable to electronic changeable message signs where not in conflict with this article.
- (15) Each outdoor advertising or separate use sign shall have attached thereto a legend identifying the agent or agency responsible for the erection and maintenance of such sign. Such legend shall set forth the permit number issued by the zoning administrator for such sign.
- (16) Each outdoor advertising or separate use sign shall constitute a self-supporting structure erected on one pole permanently attached to a concrete foundation. The foundation shall be designed to carry the weight and windload of the sign, in the soil which it is placed. The sign's pole and supporting apparatus shall be fabricated only from painted or galvanized steel or metal. No portion of the supporting structure for the sign shall be visible above the advertising display area.
- (17) Every outdoor advertising and separate use sign, including its supports, braces, guys, and anchors, shall be maintained in a safe, presentable, and good structural material condition at all times, which includes the repair or replacement of defective parts, painting, repainting, cleaning, and other acts required for the maintenance of said sign. The surrounding premises of each sign shall be maintained in a clean, sanitary, and inoffensive condition, and free and clear of all obnoxious substances, rubbish, and weeds.
- (18) The advertising or copy area shall be replaced periodically to maintain good appearance. When the sign displays no advertising copy, its face shall continue to have a tight, closed, or solid surface concealing the sign's supporting apparatus, and shall be of a uniform color.

(Ord. No. 2012-5, § 1, 5-7-12; Ord. No. 2014-1, § 1, 3-3-14)

SYNOPSIS
Pre-Agenda Session
Monday, March 4, 2024 – 5:30 p.m.

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

Staff Members: Rhonda Ferrell-Bowles, Interim City Manager; James P. Gerard, City Attorney; Yolanda Irizarry, HR Director; Gil Ballard, Chief of Police; Cliff Ducey, Recreation Director; Robert Wellmaker, Building Inspector; Jonathan Trego, Code Enforcement Officer; Mike Dick, Fire Chief; Marth Vallada, Water Operations Manager; Virgil Moore, Public Works Manager; Dagny Pariani, Wastewater/Water Treatment Manager; and Andrew Guzman, IT Technician.

Mayor Campbell stated that Billy Jackson, Chairman of the Planning Commission, has resigned from the Planning Commission due to his job. He said we will need to nominate someone to take his place. Councilmember Morris said there is no one representing District 3 on the Planning Commission. Mayor Campbell asked Councilmember Morris if she knew of someone from District 3 who would like to serve on the Planning Commission. Councilmember Morris stated that she knew of someone to nominate.

Railroad Crossing Closures: Staff briefed the City Council on the plan for the railroad closing. City Council asked for a map to be provided on the website for the residents of Big Hill Road showing how to get to Charlie Gay Drive. The City Council asked for staff to contact the Board of Education to find out how they are planning to handle the special needs bus route during the closing.

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

Transcribed & submitted by: The Clerk of Council

Accepted & approved by: The City Council on 3/19/24

MINUTES

City Council Meeting Monday, March 4, 2024 @ 6:00 p.m.

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

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

Roll Call

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

Staff Members: Rhonda Ferrell-Bowles, Interim City Manager; James P. Gerard, City Attorney, and Gil Ballard, Chief of Police.

Informal Public Comment: Mayor Campbell opened the floor to receive public comment. Given there were no speakers, Mayor Campbell closed the informal public comment.

Public Hearings

Alcoholic Beverage License Application (Pump N Go): Mayor Campbell opened the public hearing to receive comments on an application made by Harshkumar Chaudhari to sell wines, beer, and/or malt beverages at Pump N Go, 4820 Augusta Road, Garden City, Georgia.

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

Alcoholic Beverage License Application (Yogi): Mayor Campbell opened the public hearing to receive comments on an application made by Kinjal Suthar to sell wines, beer, and/or malt beverages at Yogi, 1298 U.S. Highway 80, Garden City, Georgia.

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

City Council Minutes: Councilmember Lassiter motioned to approve the minutes from the February 20th pre-agenda session and city council meeting. The motion was seconded by Councilmember Daniel and passed without opposition.

Items for Consideration

First Reading - Ordinance – Zoning Map Amendment: The Clerk of Council read the first reading of the heading of an ordinance for An ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended, to rezone certain properties owned by Pro Land

Investment, LLC, at 439 and 439A Telfair Road, Garden City, Georgia, from their present zoning classification of “R-2” to an “I-2” zoning classification.

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

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

Second Reading - Ordinance – Zoning Map Amendment: The Clerk of Council read the first reading of the heading of an ordinance for An ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended, to rezone certain properties owned by Pro Land Investment, LLC, at 439 and 439A Telfair Road, Garden City, Georgia, from their present zoning classification of “R-2” to an “I-2” zoning classification.

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

Resolution - Lavender & Associates Gym Complex Construction Contract: The Clerk of Council read the heading of a resolution authorizing the Interim City Manager to execute a construction management services contract, including a cost budget and time schedule, with Lavender & Associates, Inc., for the construction of a new multi-purpose recreation complex on the city-owned Haynes Elementary School site off of US Highway 80 in Garden City.

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

Mayor Campbell called for a motion to adopt the resolutions appointing the following municipal court officials.

- **Resolution, Chief Judge Agreement (Harmon):** A resolution by the City Council to authorize the Mayor to execute an agreement between the City and Crystal Harmon, which sets forth the terms of Ms. Harmon’s appointment as the Chief Judge of the Garden City Municipal Court.
- **Resolution, Associate Judge Agreement (Moody):** A resolution by the City Council to authorize the Mayor to execute an agreement between the City and Lindy Moody, which sets forth the terms of Ms. Moody’s appointment as the Associate Judge of the Garden City Municipal Court.

- **Resolution, Judge Pro-tem Agreement (Tomlison):** A resolution by the City Council to authorize the Mayor to execute an agreement between the City and Billy Tomlinson, which sets forth the terms of Mr. Tomlinson's appointment as the Judge Pro-tem of the Garden City Municipal Court.
- **Resolution, Judge Pro-tem Agreement (Call):** A resolution by the City Council to authorize the Mayor to execute an agreement between the City and Craig Call, which sets forth the terms of Mr. Call's appointment as the Judge Pro-tem of the Garden City Municipal Court.
- **Resolution, Prosecuting Attorney Agreement (Wilson):** A resolution by the City Council to authorize the Mayor to execute an agreement between the City and Ty Wilson, which sets forth the terms of Mr. Wilson's appointment as the City's Prosecuting Attorney.
- **Resolution, Pro-Tem Prosecuting Attorney Appointment (Beard):** A resolution to appoint Ashley Beard to serve as the City's Pro-tem Prosecuting Attorney.
- **Resolution, Public Defender Agreement (Bradley):** A resolution by the City Council to authorize the Mayor to execute an agreement between the City and Caroline Bradley, which sets forth the terms of Ms. Bradley's appointment as the City's Public Defender.
- **Resolution, Public Defender Appointment (Tell):** A resolution by the Mayor and Council to appoint Lawrence Tell to serve as Public Defender if Public Defender Caroline Bradley is unavailable to perform her duties for court.

Councilmember Daniel motioned to adopt the resolutions appointing the court officials. The motion was seconded by Councilmember Morris and passed without opposition.

Resolution, Surplus Police Vehicles: A resolution by the Mayor and Council to classify as surplus property and sell at public auction eleven (11) of its police vehicles that no longer serve any public purpose.

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

Resolution – Amendment to City Council Meeting Schedule: 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 March 18, 2024, regular city council meeting due to the St. Patrick's Day holiday; and to establish a meeting of the City Council on March 19, 2024.

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

Resolution – Withdrawal of Annexation Local Legislation: The Clerk of Council read the heading of a resolution of the Mayor and Council of the City of Garden City, Georgia, requesting the Local Legislative Delegation to withdraw the City’s request for local legislation dealing with annexation.

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

Alcoholic Beverage License Application (Pump N Go): Consideration of an application made by Harshkumar Chaudhari to sell wines, beer, and/or malt beverages at Pump N Go, 4820 August Road, Garden City, Georgia.

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

Alcoholic Beverage License Application (Yogi): Consideration of an application made by Kinjal Suthar to sell wines, beer, and/or malt beverages at Yogi, 1298 U.S. Highway 80, Garden City, Georgia.

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

Adjournment: Give no other items for discussion, Mayor Campbell called for a motion to adjourn the meeting. Councilmember Ruiz motioned to adjourn the meeting at approximately 6:15 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 on 3/19/24.

SYNOPSIS

City Council Workshop Monday, March 11, 2024 @ 5:30 p.m.

Call to Order: Mayor Campbell called the workshop to order at approximately 5:30 p.m. Mayor Pro-tem Daniel gave the invocation.

Attendees:

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

Staff Members: Rhonda Ferrell-Bowles, Interim City Manager; James P. Gerard, City Attorney; Yoland Irizarry, HR Director; Cliff Ducey, Recreation Director; Marth Valada, Water Operations Manager; Virgil Moore, Public Works Manager; Dagny Pariani, WWTP Manager; Gil Ballard, Police Chief; Mike Dick, Fire Chief; Jonathan Trego, Code Enforcement, and Andrew Guzman, IT Technician.

Speaker: Brennan Jones, Brennan Jones Engineering Assoc., LLC.

Water Withdrawal Permit Changes & Water Supply Options: Mr. Jones stated that Georgia EPD issued a Groundwater Withdrawal Permit to Garden City on December 31, 2025, containing a timeline to reduce the City's groundwater withdrawals. He gave an overview of the withdrawal limits and options related to supplementing the City's water supply as described in the attached memorandum.

FY23 Year-End Budget Amendments: The Finance Director gave an overview of the 2023 year-end unaudited budget amendments. She said the resolutions to approve the year-end budget amendments will be on the March 19th council agenda for formal consideration by the City Council.

2024 Capital Outlay Requests: The Finance Director gave an overview of the following capital outlay requests. She said the resolutions to approve the capital outlay requests for purchase will be on the March 19th council agenda for formal consideration by the City Council.

- **Wastewater Treatment & Water Treatment**
 - SCADA System Upgrades Capital Outlay Request
- **Water & Sewer Repair**
 - Vacuum Excavator Capital Outlay Request
 - Pipeline Inspection Camera Capital Outlay Request
- **Public Works**
 - Roller Packer Capital Outlay Request
- **Public Safety**
 - Police - Tough Books Capital Outlay Request
- **Parks & Recreation Items**
 - F-150 Super Cab Truck Capital Outlay Request

Nominees To Replace Planning Commission Member Billy Jackson: Mayor Campbell asked for nominations for the City Council. Councilmember Morris nominated Chad Flowers to serve the remainder of Billy Jackson's term on the Planning Commission. She said that currently, there is no one representing District 3 on the Planning Commission.

The City Council recommended placing the nomination on the March 19th council agenda for formal consideration by the City Council.

Given no other items to discuss, the Mayor and City Council unanimously adjourned the workshop at approximately 6:57 p.m.

Transcribed & submitted by: The Clerk of Council

Accepted & approved by: The City Council on 3/19/24

ORDINANCE 2024-

TO ANNEX CERTAIN PROPERTY OWNED BY 1143 & 1145 DEAN FOREST ROAD, LLC, AND LOCATED AT 5524 SILK HOPE ROAD, SAVANNAH, GEORGIA (CHATHAM COUNTY, GEORGIA, PROPERTY IDENTIFICATION NUMBER 1-0990-01-011) INTO THE CITY OF GARDEN CITY, GEORGIA, PURSUANT TO TITLE 36, CHAPTER 36, ARTICLE 2, OF THE OFFICIAL CODE OF GEORGIA ANNOTATED (THE "100% METHOD"); TO REZONE SAID PROPERTY TO A "R-2" ZONING CLASSIFICATION; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF GARDEN CITY, GEORGIA:

Section 1: The following property owned by 1143 & 1145 Dean Forest Road, LLC, and contiguous to the City of Garden City, Georgia is hereby annexed into and is made a part of said City pursuant to Title 36, Chapter 36, Article 2, of the Official Code of Georgia Annotated (the "100% method"):

ALL that certain lot, tract, or parcel of land measuring 6.56 acres, more or less, situate, lying, and being in the 7th G.M. District of Chatham County, Georgia, shown and designated as Lot 1 on a plat entitled "Plat of a Subdivision of 49.86 Acres of Land in the 7th G.M.D. of Chatham County, GA, being a portion of Silk Hope Plantation, formerly known as the C.E. Daniel Tract," prepared by Lester Land Surveying, dated April 25, 1981, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Book 3-P, Page 146, said plat being incorporated herein by reference and being made a part hereof for better determining the metes bounds courses and distances of the subject property.

The above-described property is the same property that was conveyed to 1143 & 1145 Dean Forest Road, LLC, by Terry L. Wilkes and Marcia Wilkes pursuant to a Limited Warranty Deed dated November 15, 2022, filed for record, and recorded on January 11, 2023, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 3002, Page 723.

Said property and the improvements located thereon are more commonly known as 5524 Silk Hope Road, Savannah, Georgia, and have been assigned a Tax Parcel Identification Number of 1-0990-01-011.

Section 2. The property herein annexed shall have a zoning classification of R-2.

Section 3. This ordinance shall become effective on the 1st day of April, 2024. For ad valorem tax purposes, the annexation shall become effective on December 31, 2024.

Section 4. Within thirty (30) days following the last day of the quarter in which the annexation becomes effective, the City Clerk is instructed to send to Chatham County, Georgia, and the Georgia Department of Community Affairs, a report that includes certified copies of this Ordinance, the name of the county in which the property being annexed is located, the legal authority under which the annexation was accomplished, the enactment date and effective date of the annexation ordinance, and a letter from the City stating the intent to add the annexed area to census maps during the next regularly scheduled boundary and annexation survey of the City and stating that the survey map will be completed and returned to the Census Bureau.

Section 5. All ordinances and parts of ordinances in conflict with this ordinance are repealed.

ADOPTED this the 19th day of March, 2024, by the Mayor and Council of the City of Garden City, Georgia.

RHONDA FERRELL-BOWLES,
Clerk of Council

RECEIVED AND APPROVED THIS 19th day of March, 2024.

BRUCE CAMPBELL, Mayor

Read first time:

Read second time and passed:

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, in regular session assembled, that they do hereby appoint CHAD FLOWERS to serve on the City's consolidated Board of Zoning Appeals/Planning Commission in the position vacated by Billy Jackson for the remainder of Billy Jackson's term which runs from January 18, 2022, until his successor is appointed by City Council at Council's first regular meeting in January 2028.

IN OPEN SESSION this 19th day of March, 2024.

RHONDA FERRELL-BOWLES,
Clerk of Council

Received and Approved this 19TH day of March, 2024

BRUCE CAMPBELL, Mayor

GARDEN CITY RESOLUTION

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, that **CAROLINE BRADLEY**, as a duly qualified member in good standing of the State Bar of Georgia, and admitted to practice before the appellate courts of this State, be appointed to serve as the City's Prosecuting Attorney on a part-time basis at their pleasure for the purpose of exercising all of the authority and duties of such position as are set forth in Section 15-18-96 of the Official Code of Georgia Annotated in compliance with all applicable laws, statutes, and ordinances of Garden City, the State of Georgia, and the United States of America.

BE IT FURTHER RESOLVED that within thirty (30) days of the date of this resolution, the Municipal Court Clerk notify the Prosecuting Attorneys' Council of the State of Georgia of Ms. Bradley's appointment.

BE IT FURTHER RESOLVED that before Ms. Bradley commences performance of her duties and responsibilities as the City's Prosecuting Attorney, she resigns as the City's appointed Public Defender, and she be given his oath of office as required by Section 15-18-93 of the Official Code of Georgia Annotated.

BE IT FURTHER RESOLVED that the Mayor execute, with the Clerk of Council's attestation, that certain agreement between the City and Caroline Bradley attached hereto as Exhibit "A" which sets forth the terms of Ms. Bradley's appointment as the City's Prosecuting Attorney.

IN OPEN SESSION this 19th day of March, 2024.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this 19th day of March, 2024.

BRUCE CAMPBELL, Mayor

EXHIBIT "A"

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

THIS AGREEMENT is made this _____ day of March, 2024, by and between **GARDEN CITY, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as the "City"), and **CAROLINE BRADLEY** of Chatham County, Georgia (hereafter referred to as "Ms. Bradley").

WHEREAS, the City desires to appoint and engage Ms. Bradley to perform the duties and responsibilities as Solicitor of the Municipal Court of Garden City, Georgia, pursuant to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the forgoing and the mutual promises and covenants herein contained, the parties, intending to be legally bound, agree as follows:

Section 1. Services to be Rendered. The City desires that Ms. Bradley perform, and Ms. Bradley agrees to perform, all the duties and responsibilities of the Solicitor, Municipal Court of Garden City, Georgia, which duties and responsibilities include (a) prosecuting misdemeanor and felony violations of the Georgia Criminal Code and violations of Garden City ordinances that are heard in the Municipal Court of Garden City; (b) reviewing cases prior to trial; (c) reviewing evidence prior to trial; (d) coordinating and reviewing the case witness list to insure that subpoenas have been issued; (e) consulting with applicable law enforcement officers prior to trial; and, (f) conducting preliminary hearings as required. During the term of this Agreement, the Solicitor shall be available upon reasonable notice given by the City for special assignments on an as-needed basis.

Section 2. Performance. All work done by the Solicitor shall be of the highest professional standard and shall be performed to the City's reasonable satisfaction. The City recognizes that professional regulatory and advisory groups and bodies may from time to time establish standards and requirements with regard to prosecutors. All restrictions contained herein with respect to the duties and obligations of the Solicitor shall be subject to said standards and requirements of the aforesaid groups and bodies.

Section 3. Status. The Solicitor's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Solicitor warrants and represents that she has complied with all state and local laws regarding licenses that may be required for her to perform the work as set forth in this Agreement. The Solicitor shall not be entitled to receive any compensation or benefits other than those expressly provided in this Agreement. Except as otherwise required by law, the City shall not withhold any sums from the payments to be made to the Solicitor for Social Security or

other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely the Solicitor's responsibility. She shall not be eligible for, nor be entitled to, and shall not participate in, any of the City's pension, health or other fringe benefit plans, if any such plans exist. Such participation in these fringe benefit plans is limited solely to the City's employees.

Section 4. Terms of Payment. The City shall pay the Solicitor, as sole consideration for the Solicitor's services rendered pursuant hereto, the sum of Eight Hundred and 00/100's (\$800.00) Dollars per court day (which includes any and all sessions within the day such as criminal, traffic, and arraignments) worked by the Solicitor. The Solicitor shall invoice the City for such compensation within ten (10) business days after the court day during which his services were rendered. The City shall process the invoice for payment within two (2) weeks after receiving the invoice.

Section 5. Reimbursement of Expenses. The City shall not be liable to the Solicitor for any expenses he pays or incurs unless otherwise agreed to in writing by the City.

Section 6. City Not Responsible for Worker's Compensation. Because the Solicitor is not an employee of the City, the City will not obtain worker's compensation insurance for the Solicitor.

Section 7. Term. The term of this Agreement shall commence on the date of the execution of same and shall remain in force until January 31, 2025. Either party may terminate the Agreement at any time, for any or no reason, by giving thirty (30) days' written notice to the other.

Section 8. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows or to another addressee or address as shall be set forth in a notice given in the same manner:

If to the Solicitor:	Caroline Bradley, Esq. Attorney at Law 33 Bull Street, Suite 510 Savannah, Georgia 31401
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and

If to the City:	City Manager Garden City, Georgia 100 Central Avenue Garden City, Georgia 31405
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Any notice shall be deemed to be given on the date delivered or mailed in the manner provided above.

Section 9. No Authority to Bind City. The Solicitor has no authority to enter into contracts or agreements on behalf of the City.

Section 10. Validity. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.

Section 11. Waiver of Breach. The waiver by the City or by the Solicitor of a breach of any provision of this Agreement by the other party shall not operate, or be construed, as a waiver of any other breach of the other party.

Section 12. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the City, its successors and assigns. It shall not be assigned by the Solicitor.

Section 13. Entire Agreement. This Agreement represents the entire understanding of the parties. There are no other outstanding agreements or provisions on this subject matter. This Agreement may not be amended except by a writing signed by the party against whom enforcement of any amendment is sought.

Section 14. Applicable Law. The parties agree that this Agreement shall be construed and enforced pursuant to the laws of Georgia.

Section 15. Separability. If, for any reason, any section or portion of this Agreement shall be held by a court to be invalid or unenforceable, it is agreed that this shall not affect any other section or portion of this Agreement.

Section 16. Insurance. The Solicitor agrees to procure and maintain at her expense until this Agreement is terminated professional liability insurance in an amount not less than \$1,000,000 per claim and \$2,000,000.00 in the aggregate issued by an insurance company authorized to do business in the State of Georgia covering her as well as any agents or employees involved in the performance of her duties hereunder. Before commencing work under this Agreement, the Solicitor shall furnish the City a certificate in form satisfactory to the City, showing how she has complied with this Section. The certificate shall provide that the policy shall not be changed or canceled until at least thirty (30) days written notice shall been given to the City.

Section 17. Indemnification. The Solicitor agrees to indemnify the City against all liability of any character brought because of any damage sustained by any person or property resulting from any asserted negligent act, error or omission of the Solicitor or her agents or employees. The Solicitor, however, shall not be required to indemnify the City from assertions that the City was negligent, or to defend the City from liability based

upon the City's own negligence. The indemnity required by this Section shall not be limited by the professional liability insurance coverage set forth in Section 16 above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF GARDEN CITY, GEORGIA

By: _____
Bruce Campbell, Mayor

Attest: _____
Rhonda Ferrell-Bowles
Clerk of Council

CAROLINE BRADLEY (L.S.)

GARDEN CITY RESOLUTION

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, that **TY WILSON**, as a duly qualified member in good standing of the State Bar of Georgia, and admitted to practice before the appellate courts of this State, be appointed to serve at their pleasure as the City's Public Defender on a part-time basis in compliance with all applicable laws, statutes, and ordinances of Garden City, the State of Georgia, and the United States of America, subject to his first resigning as the City's Prosecuting Attorney.

BE IT FURTHER RESOLVED that the Mayor execute, with the Clerk of Council's attestation, that certain agreement between the City and Ty Wilson, attached hereto as Exhibit "A" which sets forth the terms of Mr. Wilson's appointment as the City's Public Defender.

IN OPEN SESSION this 19th day of March, 2024.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this 19th day of March, 2024.

BRUCE CAMPBELL
Mayor

EXHIBIT "A"

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

THIS AGREEMENT is made this _____ day of March, 2024, by and between **GARDEN CITY, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as the "City"), and **TY WILSON** of Chatham County, Georgia (hereafter referred to as "Mr. Wilson").

WHEREAS, the City desires to appoint and engage Mr. Wilson to perform the duties and responsibilities as Public Defender of the Municipal Court of Garden City, Georgia, pursuant to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the forgoing and the mutual promises and covenants herein contained, the parties, intending to be legally bound, agree as follows:

Section 1. Services to be Rendered. The City desires that Mr. Wilson perform, and Mr. Wilson agrees to perform, all the duties and responsibilities of the Public Defender of the Municipal Court of Garden City, Georgia, which duties and responsibilities include (a) providing legal defense, as required, to indigent persons who are defendants in the Court, and who are charged with criminal offenses for which a suspended sentence of imprisonment, or other loss of liberty or any fine, fee, or cost enforceable by confinement, probation, or other loss of liberty, may be imposed; (b) reviewing cases prior to trial; (c) reviewing evidence prior to trial; (d) meeting with defendants prior to trial as needed; (e) consulting with the Garden City Solicitor and probation personnel prior to trial as needed; and (f) providing defense consultation for preliminary hearings as required. During the term of this Agreement, the Public Defender shall be available upon reasonable notice given by the City for special assignments on an as-needed basis. Mr. Wilson shall share the duties of Public Defender with other qualified persons appointed by the City to serve in the position. Legal representation responsibilities subject to the Agreement are limited to those required while in the Garden City Municipal Court. Any follow-up representation should be arranged by the defendant and at the defendant's expense or through the Eastern Judicial Circuit Public Defenders Office.

Section 2. Performance. The Clerk of the Garden City Municipal Court shall schedule, at least 60 days in advance, the court sessions at which Mr. Wilson's services will be needed. If Mr. Wilson has any scheduling conflicts, he is authorized to contact any of the City's other public defenders to substitute for him. All work done by the Public Defender shall be of the highest professional standard and shall be performed to the City's reasonable satisfaction. The City recognizes that professional regulatory and advisory groups and bodies may from time to time establish standards and requirements with regard to public defenders. All restrictions contained herein with respect to the

duties and obligations of the Public Defender shall be subject to said standards and requirements of the aforesaid groups and bodies.

Section 3. Status. The Public Defender's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Public Defender warrants and represents that he is currently a member in good standing of the State Bar of Georgia, and has complied with all state and local laws regarding licenses that may be required for him to perform the work as set forth in this Agreement. The Public Defender shall not be entitled to receive any compensation or benefits other than those expressly provided in this Agreement. Except as otherwise required by law, the City shall not withhold any sums from the payments to be made to the Public Defender for Social Security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely the Public Defender's responsibility. He shall not be eligible for, nor be entitled to, and shall not participate in, any of the City's pension, health, or other fringe benefit plans, if any such plans exist. Such participation in these fringe benefit plans is limited solely to the City's employees.

Section 4. Terms of Payment. The City shall pay the Public Defender, as sole consideration for the Public Defender's services rendered pursuant hereto, the sum of Eight Hundred and 00/100's (\$800.00) Dollars per court day (which includes any and all sessions within the day such as criminal, traffic, and arraignments) worked by the Public Defender. The Public Defender shall invoice the City for such compensation within ten (10) business days after the court day during which her services were rendered. The City shall process the invoice for payment within two (2) weeks after receiving the invoice.

Section 5. Reimbursement of Expenses. The City shall not be liable to the Public Defender for any expenses he pays or incurs unless otherwise agreed to in writing by the City.

Section 6. City Not Responsible for Worker's Compensation. Because the Public Defender is not an employee of the City, the City will not obtain worker's compensation insurance for the Public Defender.

Section 7. Term. The term of this Agreement shall commence on the date of the execution of same and shall remain in force until January 31, 2025. Either party may terminate the Agreement at any time, for any or no reason, by giving thirty (30) days' written notice to the other.

Section 8. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows or to another addressee or address as shall be set forth in a notice given in the same manner:

If to the Public Defender: T Wilson, Esq.
Attorney at Law
2 East Bryan Street, Suite 400
Savannah, Georgia 31401

and,

If to the City: City Manager
Garden City City Hall
100 Central Avenue
Garden City, Georgia 31405

Any notice shall be deemed to be given on the date delivered or mailed in the manner provided above.

Section 9. No Authority to Bind City. The Public Defender has no authority to enter into contracts or agreements on behalf of the City.

Section 10. Validity. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.

Section 11. Waiver of Breach. The waiver by the City or by the Public Defender of a breach of any provision of this Agreement by the other party shall not operate, or be construed, as a waiver of any other breach of the other party.

Section 12. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the City, its successors, and assigns. It shall not be assigned by the Public Defender.

Section 13. Entire Agreement. This Agreement represents the entire understanding of the parties. There are no other outstanding agreements or provisions on this subject matter. This Agreement may not be amended except by a writing signed by the party against whom enforcement of any amendment is sought.

Section 14. Applicable Law. The parties agree that this Agreement shall be construed and enforced pursuant to the laws of Georgia.

Section 15. Separability. If, for any reason, any section or portion of this Agreement shall be held by a court to be invalid or unenforceable, it is agreed that this shall not affect any other section or portion of this Agreement.

Section 16. Insurance. The Public Defender agrees to procure and maintain at his expense until this Agreement is terminated professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate issued by an

insurance company authorized to do business in the State of Georgia covering him as well as any agents or employees involved in the performance of his duties hereunder. Before commencing work under this Agreement, the Public Defender shall furnish the City with a certificate in form satisfactory to the City, showing how he has complied with this Section. The certificate shall provide that the policy shall not be changed or canceled until at least thirty (30) days written notice shall been given to the City.

Section 17. Indemnification. The Public Defender agrees to indemnify the City against all liability of any character brought because of any damage sustained by any person or property resulting from any asserted negligent act, error or omission of the Public Defender or his agents or employees. The Public Defender shall not, however, be not required to indemnify the City from assertions that the City was negligent, or to defend the City from liability based upon the City's own negligence. The indemnity required by this Section shall not be limited by the amount of professional liability insurance coverage set forth in Section 16 above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GARDEN CITY, GEORGIA

By: _____
Bruce Campbell, Mayor

Attest: _____
Rhonda Ferrell-Bowles
Clerk of Council

TY WILSON (L.S.)

GARDEN CITY RESOLUTION

WHEREAS, Garden City, Georgia, desires to upgrade the City's existing wastewater SCADA system for its Water Department which includes new equipment, a turn-key installation, and programing (the "Upgrade Work"), which upgrade shall fully restore and make fully operational the entire SCADA system and result in the whole system being covered by a one-year warranty; and,

WHEREAS, monies totaling \$500,000.00 in the City's Water & Sewer Fund have been budgeted for such purchase in the 2024 Water/Sewer Distribution, Billing & Repair Capital Budget; and,

WHEREAS, the City solicited price quotes/sales proposals for the upgrade work; and,

WHEREAS, the best quote for the Upgrade Work was received from Dexter Fortson Associates, Inc., of Bessemer, Alabama, in the amount of \$465,603.00, which is attached hereto as Exhibit "A"; and,

WHEREAS, the Director of the City's Water Department has recommended that the City enter into a purchase order or contract for the Upgrade Work with Dexter Fortson Associates, Inc., at the quoted price for the work of \$465,603.00, having determined that the price is fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that price quote of Dexter Fortson Associates, Inc., to upgrade the City's existing wastewater SCADA system at the price of \$465,603.00 be accepted, and that a purchase order or agreement be entered into between the City and the vendor.

BE IT FURTHER RESOLVED, that the purchase price for the Upgrade Work of \$465,603.00 be funded by the City's Water & Sewer Fund as provided for in the City's 2024 Water/Sewer Distribution, Billing & Repair Capital Budget.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign the purchase contract or order for the upgrade of the City's wastewater SCADA system associated with the quote attached hereto as Exhibit "A", as well as all other documents associated therewith in the name of the City, with the City Clerk's attestation affixed to said Manager's signature.

ADOPTED AND APPROVED this 19th day of March, 2024.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this 19th day of March, 2024.

BRUCE CAMPBELL, Mayor



Dexter Fortson Associates, Inc.

5511 Powder Plant Ln • Bessemer, AL 35022 • (205) 432-2700

DFA Alabama General Contractors License No. 15674U
UL508A Certified Panel Builder – E204430
"MADE IN THE USA"

February 26, 2024

City of Garden City, GA
Attn: Dagny Pariani
2400 Joey Adkins Dr
Moody, AL 35004

Dear Dagny Pariani,

**RE: REHAB AND UPGRADE OF THE EXISTING WASTEWATER SCADA SYSTEM
BASE STATION, WWTP, (19) REMOTE LIFT STATIONS, SCADA HMI SOFTWARE, REPEATER SITE
WATER SCADA SYSTEM
FOUR (4) WATER STORAGE TANKS AND THREE (3) WATER WELLS; OPTIONAL TWO (2) METER SITES**

Dexter Fortson Associates, Inc. (DFA) is pleased to offer pricing for a complete rehab and upgrade of the existing Wastewater SCADA System to be manufactured and installed at the locations listed below for The City of Garden City, GA. DFA includes all equipment, turn-key installation and programming in the provided pricing. Pricing also includes a submersible transducers at each remote Lift Station to be used in place of or in addition to the existing level measuring instruments to allow for proper and complete remote control of the Lift Station pumps. Each new RTU includes a new enclosure for warranty purposes.

For the Water System, we are pleased to offer pricing for a turn-key SCADA System to be manufactured and installed at the locations listed below for The City of Garden City, GA. DFA includes all equipment, turn-key installation and programming in the provided pricing. The Water SCADA System will be added to the HMI software that is currently in use for the Wastewater System, but will have its own display/dashboard for operation, monitoring and alarming. Each new RTU includes a new enclosure for warranty purposes. Pricing also includes Instrumentation for Tank Level Transducers for the Tanks and Pressure Transducers for the Wells and Meter sites to ensure proper communication of levels and pressures.

Any existing equipment that is removed will be given to the Owner for storage or disposal.

WASTEWATER LOCATIONS INCLUDED IN PRICING:

- WWTP (Base Station)
 - Effluent Station/RAS/Clarifiers
 - Influent Station
- Azelea Lift Station
- Big Hill Rd Lift Station
- Biscuit Hill Lift Station
- Center Point Lift Station
- Chatham City Lift Station
- Chatham Parkway Lift Station
- Covington Ave Lift Station
- Hwy 80 Firestone Lift Station
- Hawkinsville Rd Lift Station
- Hwy 80 @ Curve Lift Station

City of Garden City, GA – Rehab and Upgrade Existing Wastewater & Water SCADA Systems

- 3rd @ Hwy 80 Lift Station
- Industrial Park Lift Station
- Old Louisville Rd Lift Station
- Pilot Travel Lift Station
- Prosperity #1 Lift Station
- Prosperity #2 Lift Station
- Traffic Circle Lift Station
- Westport East Lift Station
- Wheathill Rd Lift Station

WATER LOCATIONS INCLUDED IN PRICING:

- Updates to the Base Station Computer at the WWTP
- Center Point Tank
- Chatham Parkway Tank
- Industrial Park Tank
 - Will function as the Radio Network Repeater for the system as a whole
- Rommel Ave Tank
- Well #1 Rommel
- Well #3 Chatham City
- Well #5 Fire Station

PROFESSIONAL SERVICES PROVIDED BY DFA FOR WWTP (base station), EFFLUENT, INFLUENT STATIONS:

- DFA shall manufacture a SCADA Base Station, including graphical HMI software, for the WWTP and Remote Lift Stations
- DFA shall manufacture a SCADA RTU for the Effluent/RAS/Clarifiers Station
- DFA shall manufacture a SCADA RTU for the Influent Lift Station
- DFA shall provide the antenna and antenna cabling for the Base Station communication with the remote Lift Stations
- DFA shall install all SCADA equipment, including the antenna
- DFA shall provide any trenching, conduit and wiring necessary
 - Excavation of rock is **excluded** from pricing
- DFA shall provide wiring as necessary for integration into the SCADA System
- DFA shall terminate all SCADA signals at the Base Station, Effluent/RAS/Clarifier RTU and Influent RTU, startup and integrate into the SCADA System, establishing accurate polling and data exchange with system monitoring of sites and processes
- The SCADA System shall include Owner dictated alarming
- DFA shall provide all programming for the Base Station, Effluent RTU and Influent RTU
- DFA shall provide all programming to add the Water Sites
- DFA shall provide onsite training

PROFESSIONAL SERVICES PROVIDED BY DFA FOR ALL REMOTE LIFT STATIONS:

- DFA shall manufacture a SCADA RTU for each remote Lift Station
- DFA shall provide the antenna and antenna cabling required for communication to the Base Station
- DFA shall install all SCADA equipment
- DFA shall provide any trenching, conduit and wiring necessary
 - Excavation of rock is **excluded** from pricing
- DFA shall terminate all SCADA signals at the RTU, startup and integrate into the SCADA System, establishing accurate polling and data exchange with system controlling and monitoring of sites and processes with alarming dictated by the Owner
- The SCADA System shall include Owner dictated alarming
- DFA shall provide all programming for the SCADA RTUs
- DFA shall provide onsite training

PROFESSIONAL SERVICES PROVIDED BY DFA FOR ALL REMOTE TANKS & WELL SITES:

- DFA shall manufacture a SCADA RTU for each remote location
- DFA shall provide the antenna and antenna cabling required for communication to the Base Station
- DFA shall install all SCADA equipment
- DFA shall provide any trenching, conduit and wiring necessary
 - Excavation of rock is ***excluded*** from pricing
- DFA shall terminate all SCADA signals at the RTU, startup and integrate into the Wastewater SCADA System, establishing accurate polling and data exchange with system controlling and monitoring of sites and processes with alarming dictated by the Owner
- The SCADA System shall include Owner dictated alarming
- DFA shall provide all programming for the SCADA RTUs
- DFA shall provide onsite training

EXCLUSIONS TO DFA PROFESSIONAL SERVICES

- ¼" NPT taps
- Underground utility location
- Excavation of rock

SERVICES PROVIDED BY OTHERS:

- Owner or Others shall provide all equipment or instrumentation to be monitored and/or controlled ***unless*** specified in this proposal
- Owner or Others shall provide 120 VAC power at each site
- Owner or Others shall provide all ¼" NPT pressure taps for pressure transducers
 - DFA shall be consulted as to the location of these taps

SERVICE AND WARRANTY INFORMATION:

- One (1) year warranty and one (1) year unlimited telephone support cover the DFA provided new equipment and DFA provided new software programming for the first year
- DFA services are available 24/7/365 for technical assistance either on-site, remote or phone and includes all holidays and with most parts available off-the-shelf with an overnight shipping option
- Extended warranty periods are available at an additional cost

EXCLUSIONS TO SERVICE AND WARRANTY:

- Although DFA systems are surge protected to limit electrical surge damage, we ***do not*** warranty against lightning damage
- Any equipment or instrumentation not provided by DFA

GARDEN CITY WASTEWATER TREATMENT PLANT

DFA will install the SCADA HMI software on a computer supplied by the Owner or Others. DFA will coordinate with the Owner's IT Professionals on minimum computer requirements and networking. DFA shall manufacture and install the Base Radio Modem (BRM) at the Base Station Computer. The BRM is responsible for the interfacing of the radio driver, polling statistics and alarming notifications to the SCADA Software. DFA shall update the existing Wastewater SCADA HMI software to include the Water System. The Water System

will be added to the existing software and will have its own display and dashboard for operation, monitoring and alarming.

The Base Station includes the following items:

***** Dedicated desktop computer provided by Owner or Others *****

- **Other software DFA will provide for installation on the Owner provided computer:**
 - RealVNC software which allows operator remote-in options and DFA remote support for service or technical issues
- **SCADA Graphical HMI Software – Update the existing software to the most recent version available**
 - WaterMAC graphical HMI software, developed in LabView by National Instruments
 - WaterMAC – SCADA system software interface. The graphical software interface depicts the monitor & control of all SCADA system sites through a main menu pushbutton panel which presents the site screen when the pushbutton is activated. The pushbutton panel screen types are site screens for each remote site within the SCADA system, a singular system overview screen, charting screen, alarm list display screen and LOGON/LOGOFF security screen with features to password protect utility operator's specific functions and administration hierarchy.
 - Data reporting module for administrative reporting of logged field SCADA data. The software has the capability of generating reports on a daily, weekly, monthly or annual basis.
 - LVDialer – auto alarm phone dialer software interface with synthesized voice. The software content and settings are specific and customized to the utility for alarming. Alarm notification can include alarm text and verbal message, operator phone numbers, text messages, email, etc. The software also acts as a monitor to the interaction of all desktop SCADA System software.
 - LVMAC – radio communications driver software interface which depicts current polling activity by site, polling statistics by site, and system communication alarms. Software settings are specific to the utility's radio path survey.

***** SOFTWARE NOTES *****

- **NO** annual license renewal fees
- **NO** additional licensing fees to update programming
- **NO** additional licensing fees to add additional sites to the SCADA system
- **Base Radio Modem**
 - Enclosure
 - Power supply
 - Dialer card with mobile speaker and phone plug
 - Backup battery pack
 - Radio with cabling for communication to the SCADA computer, SCADA software and to receive the data communication from the remote sites
 - Lightning arrestor
 - Antenna with coaxial cabling, mounting and hardware

For the **EFFLUENT/RAS/CLARIFIER STATION**, DFA will install a new SCADA unit with radio to transmit the communication to the SCADA Base Station Computer to allow for proper controlling, monitoring and alarming of the Effluent Station. Local and remote control will be provided for the pumps as well as control of the VFDs

for the Clarifiers. All actions that are currently available (pump statuses, generator status, pump amps, effluent flow rate) will remain available.

The DFA **SCADA RTU** includes the following equipment:

- DFA D-RTU panel
 - 16 Digital Inputs
 - 8 Digital Outputs
 - 16 Analog Inputs
 - 6 Analog Output
 - 4 Counter Inputs
- Enclosure
- LCD display with keypad
- Local/Remote selector switch
- Radio
- Antenna with cabling
- Lightning protection
- Power supply
- Battery backup system
- FCC licensure
- RTU and HMI programming
- Onsite training

For the **INFLUENT LIFT STATION**, DFA will install a new SCADA unit with radio to transmit the communication to the SCADA Base Station Computer to allow for proper controlling, monitoring and alarming of the Influent Lift Station. Local and remote control will be provided for the pumps. All actions that are currently available (pump statuses, generator status, pump amps, effluent flow rate) will remain available.

The DFA **SCADA RTU** includes the following equipment:

- DFA D-RTU panel
 - 8 Digital Inputs
 - 8 Digital Outputs
 - 8 Analog Inputs
 - 2 Analog Output
 - 4 Counter Inputs
- Enclosure
- LCD display with keypad
- Local/Remote selector switch
- Radio
- Antenna with cabling
- Lightning protection
- Power supply
- Battery backup system
- FCC licensure
- RTU and HMI programming
- Onsite training

PRICING FOR WWTP BASE STATION/EFFLUENT/INFLUENT (equip & installation) \$36,842.00

(Pricing does not include sales tax or shipping, if applicable. Sales taxes or bonds if applicable to this project should be added to the above stated price for sale price. Pricing is subject to change.)

REMOTE LIFT STATIONS

At each Remote Lift Station, DFA will install a new SCADA RTU with radio communication for controlling, monitoring and alarming of each Lift Station. Each RTU will be capable of Local and Remote control of the pumps. For any Lift Station that has a generator in place, the generator status will be added to the SCADA monitoring. All actions that are currently available (pump statuses, generator status, pump amps, effluent flow rate) will remain available. Pricing also includes a submersible transducers at each remote Lift Station to be used in place of or in addition to the existing level measuring instruments to allow for proper and complete remote control of the Lift Station pumps. Each Lift Station is identical in build except for Azelea since it is a Triplex Station.

The DFA SCADA Radio unit includes the following equipment:

AZELEA LIFT STATION

QTY of 1

- DFA D-RTU panel
 - 16 Digital Inputs
 - 8 Digital Outputs
 - 8 Analog Inputs
 - 2 Analog Output
 - 4 Counter Inputs
- Enclosure
- LCD display with keypad
- Local/Remote selector switch
- Radio
- Antenna with cabling
- Lightning protection
- Power supply
- Battery backup system
- FCC licensure
- RTU and HMI programming
- Onsite training

ALL OTHER LIFT STATIONS

QTY of 18

- DFA D-RTU panel
 - 8 Digital Inputs
 - 8 Digital Outputs
 - 8 Analog Inputs
 - 2 Analog Output
 - 4 Counter Inputs
- Enclosure
- LCD display with keypad
- Local/Remote selector switch
- Radio
- Antenna with cabling
- Lightning protection
- Power supply
- Battery backup system
- FCC licensure
- RTU and HMI programming
- Onsite training

Azelea	\$17,594.00
Big Hill	\$16,830.00
Biscuit Hill	\$16,830.00
Center Point	\$16,830.00

Chatham City	\$16,830.00
Chatham Pkwy	\$16,830.00
Covington Ave	\$16,830.00
Hwy 80 Firestone	\$16,830.00
Hawkinsville Rd.	\$16,830.00
Hwy 80 @ Curve	\$16,830.00
3 rd @ Hwy 80.	\$16,830.00
Industrial Park.	\$16,830.00
Old Louisville Rd	\$16,830.00
Pilot Travel	\$16,830.00
Prosperity #1	\$16,830.00
Prosperity #2	\$16,830.00
Traffic Circle	\$16,830.00
Westport East.	\$16,830.00
Wheathill Rd	\$16,830.00
TOTAL FOR NINETEEN (19) REMOTE LIFT STATIONS	\$320,534.00
<i>(Pricing <u>does not include</u> sales tax or shipping, if applicable. Sales taxes or bonds if applicable to this project should be added to the above stated price for sale price. Pricing is subject to change.)</i>	

REMOTE WATER STORAGE TANKS

At each Remote Water Storage Tank, DFA will install a new SCADA RTU with radio communication for monitoring and alarming of each Tank. Each new RTU includes a new enclosure for warranty purposes. Pricing also includes a Tank Level transducers at each remote Tank to ensure proper communication of Tank levels. Each Tank is identical in build except for Industrial Park Tank (no additional SCADA equipment, only Tank Level transducers and programming). Any other price different shown is due to an elevated antenna height required for proper radio communication.

The DFA SCADA Radio unit includes the following equipment:

CENTER POINT TANK, CHATHAM PKWY TANK, ROMMEL AVE TANK, INDUSTRIAL PARK TANK QTY of 4

- DFA µ-RTU panel
 - 4 Digital Inputs
 - 4 Digital Outputs
 - 4 Analog Inputs
 - 1 Analog Output
 - 2 Counter Inputs
- Enclosure
- Radio
- Antenna with cabling
 - Center Point and Rommel have a height requirement of 20'
 - Chatham Pkwy has a height requirement of 35'
 - Industrial Park Tank has a height requirement of 70'; will need to be mounted on the tank and will operate as the Radio Network Repeater for the whole system
- Lightning protection
- Power supply
- Battery backup system
- Tank Level Transducer
- FCC licensure
- RTU and HMI programming
- Onsite training

Center Point Tank	\$14,815.00
Chatham Pkwy Tank	\$15,676.00
Rommel Ave Tank	\$14,815.00
Industrial Park Tank	\$15,871.00
TOTAL FOR FOUR (4) WATER STORAGE TANKS -----	\$61,177.00
<i>(Pricing <u>does not include</u> sales tax or shipping, if applicable. Sales taxes or bonds if applicable to this project should be added to the above stated price for sale price. Pricing is subject to change.)</i>	

REMOTE WATER WELLS

At each Remote Water Well, DFA will install a new SCADA RTU with radio communication for controlling, monitoring and alarming of each Well. Each RTU will be capable of Local and Remote control of the pumps. For any Well that has a generator in place, the generator status will be added to the SCADA monitoring. All actions that are currently available (pump statuses, generator status, discharge pressure, flow rates, etc.) will remain available. Pricing also includes a Pressure Transducers at each remote Well to ensure proper communication of the above actions. Each Well is identical in build. Any other price different shown is due to an elevated antenna height required for proper radio communication.

The DFA SCADA Radio unit includes the following equipment:

WELL #1 ROMMEL, WELL #3 CHATHAM CITY, WELL #5 FIRE STATION

QTY of 3

- DFA D-RTU panel
 - 8 Digital Inputs
 - 8 Digital Outputs
 - 8 Analog Inputs
 - 2 Analog Output
 - 4 Counter Inputs
- Enclosure
- LCD display with keypad
- Local/Remote selector switch
- Radio
- Antenna with cabling
 - Well #1 and Well #3 have a height requirement of 20'
 - Well #5 has a height requirement of 30'
- Lightning protection
- Power supply
- Battery backup system
- Discharge Pressure Transducer
- FCC licensure
- RTU and HMI programming
- Onsite training

Well #1 Rommel.	\$16,965.00
Well #3 Chatham City	\$16,965.00
Well #5 Fire Station	\$17,823.00
TOTAL FOR THREE (3) WATER WELLS -----	\$51,752.00
<i>(Pricing <u>does not include</u> sales tax or shipping, if applicable. Sales taxes or bonds if applicable to this project should be added to the above stated price for sale price. Pricing is subject to change.)</i>	

**** ALL PRICING SHOWN IS DISCOUNTED AT 5% OF OUR NORMAL PURCHASE PRICE. IN ADDITION TO THE DISCOUNTED PRICING SHOWN, DFA WILL EXTEND AN ADDITIONAL 1% DISCOUNT FOR THE PURCHASE OF THE COMPLETE SCADA SYSTEM WITHIN 90 DAYS OF THE PROPOSAL DATE. ****

SERVICES AND EXISTING PUMPS, PUMP CONTROL PANELS, FLOW METERS, INSTRUMENTATION AND EQUIPMENT NOT COVERED OR WARRANTED BY DFA:

- DFA is not responsible for the condition or operational functionality of the existing pumps, pump motors, pump starters or pump control panels
- DFA is not responsible for the condition or operational functionality of existing instrumentation being reutilized
- DFA will notify the Owner of any deficiencies of the existing equipment or instrumentation discovered upon start-up at each site

DFA is a UL508A Certified Panel Builder - E204430. The RTUs designed and manufactured by DFA meets the requirements of **"Made in the USA"** as defined in the Federal Acquisition Regulations (FAR), subpart 25.1 and 25.2

Please accept my sincere thanks for your confidence in DFA and for allowing us to be of service to you. We greatly appreciate the opportunity to be of service to the City of Garden City, GA!

Should you have any questions or comments or need any further information, please do not hesitate to contact me.

Sincerely,



Jessica Jones, Telemetry/SCADA Estimator, Sales & Marketing Support

Direct: (205) 432-2710 | Fax: (205) 491-4751 | Cell: (205) 410-3805 | Email: jjones@dfa-inc.com

<< Purchase Agreement and Clarification & Terms of Sale follow on pages 10 & 11 >>

CITY OF GARDEN CITY, GA
REHAB AND UPGRADE OF THE EXISTING WASTEWATER SCADA SYSTEM
BASE STATION, WWTP, (19) REMOTE LIFT STATIONS, SCADA HMI SOFTWARE, REPEATER SITE
WATER SCADA SYSTEM
FOUR (4) WATER STORAGE TANKS AND THREE (3) WATER WELLS; OPTIONAL TWO (2) METER SITES

PURCHASE AGREEMENT:

COMPLETE INSTALLATION, TERMINATION & STARTUP BY DFA:

WWTP	\$36,842.00
PRICING FOR WWTP BASE STATION/EFFLUENT/INFLUENT (equip & installation) -----	\$36,842.00
Azelea	\$17,594.00
Big Hill	\$16,830.00
Biscuit Hill	\$16,830.00
Center Point	\$16,830.00
Chatham City	\$16,830.00
Chatham Pkwy	\$16,830.00
Covington Ave	\$16,830.00
Hwy 80 Firestone	\$16,830.00
Hawkinsville Rd	\$16,830.00
Hwy 80 @ Curve	\$16,830.00
3rd @ Hwy 80	\$16,830.00
Industrial Park	\$16,830.00
Old Louisville Rd	\$16,830.00
Pilot Travel	\$16,830.00
Prosperity #1	\$16,830.00
Prosperity #2	\$16,830.00
Traffic Circle	\$16,830.00
Westport East	\$16,830.00
Wheathill Rd	\$16,830.00
TOTAL FOR NINETEEN (19) REMOTE LIFT STATIONS -----	\$320,534.00
Center Point Tank	\$14,815.00
Chatham Pkwy Tank	\$15,676.00
Rommel Ave Tank	\$14,815.00
Industrial Park Tank	\$15,871.00
TOTAL FOR FOUR (4) WATER STORAGE TANKS -----	\$61,177.00
Well #1 Rommel	\$16,965.00
Well #3 Chatham City	\$16,965.00
Well #5 Fire Station	\$17,823.00
TOTAL FOR THREE (3) WATER WELLS -----	\$51,753.00
GRAND TOTAL FOR REHAB & UPGRADES OF WW SCADA SYSTEM -----	\$470,306.00
DISCOUNT OF 1% IF PURCHASED WITH 90 DAYS -----	(\$4,703.00)
GRAND TOTAL WITH DISCOUNT APPLIED -----	\$465,603.00

(Pricing does not include sales tax or shipping, if applicable. Sales taxes or bonds if applicable to this project should be added to the above stated price for sale price. Pricing is subject to change.)

**** ALL PRICING SHOWN IS DISCOUNTED AT 5% OF OUR NORMAL PURCHASE PRICE. IN ADDITION TO THE DISCOUNTED PRICING SHOWN, DFA WILL EXTEND AN ADDITIONAL 1% DISCOUNT FOR THE PURCHASE OF THE COMPLETE SCADA SYSTEM WITHIN 90 DAYS OF THE PROPOSAL DATE. ****

I accept proposal for scope of work/materials in the dollar amount of (\$ _____).

Signed: _____ Date: _____

Please attach purchase order or provide purchase order number: _____

Email or fax to Jessica Jones

Email: JJones@DFA-inc.com

Fax: (205) 491-4751

CLARIFICATIONS & TERMS OF SALE

1. Pricing will be valid for ninety (90) days from this proposal date or the shortest terms received from 3rd party suppliers for raw materials, metals, radios, fuel, and labor. DFA reserves the right to review pricing at the time the order is placed and make any adjustments necessary should pricing have greatly changed.
2. Pricing excludes sales taxes or taxes/bonds of any kind. Bond rate is 2.5% if required.
3. Unless negotiated or established by contract, payment terms are net 30 days from date of invoice after which an account shall be considered delinquent. For all delinquent accounts, a finance charge of 1.5% per month shall be charged plus any and all collection costs including a reasonable attorney fees.
4. If equipment data submittals are required for a project, panel manufacture will not begin until the equipment data submittals are approved.
5. Delivery of materials is ten (10) to twelve (12) weeks after purchase order is received and final submittals are approved if required. If purchase order is contingent upon approval of submittals, no work will begin until final submittals are approved.
6. DFA asks for six (6) weeks' notice prior to system startup or a minimum of two (2) to three (3) weeks' notice prior to when work needs to be started.
7. Pricing is based on the FCC granting a usable frequency in the UHF frequency band and successful communications between the sites. Pricing excludes any stand-alone repeater sites, other than what is specifically stated in this proposal, that may be deemed necessary by the radio path survey for successful communication and is based on standard antennas and use of existing structures. If an additional repeater is necessary, additional cost per repeater will be required. The owner shall provide right-of-way and power for any such sites.
8. The DFA RTU has a peer-to-peer cellular communication configuration with multiple protocol recognition of Modbus TCP/IP, Modbus RTU and DFA OpenLINK which is a non-proprietary communications protocol used by the DFA SCADA System.
9. DFA reserves the right to use any inactive conduit runs, should they prove suitable for reuse.
10. Pricing excludes 120 VAC power for all sites. The DFA RTU requires 120 VAC for incoming power. The digital inputs are configurable to 120 VAC or 24 VDC or 12 VDC.
11. DFA excludes excavation of any rock. Removal of rock will be at additional cost.
12. Given underground utilities, Owner or others are responsible for locating pole site and resolving any excavation conflicts.
13. DFA is not responsible for the condition or operational functionality of the existing pumps, pump motors, pump starters or pump control panels.
14. DFA is not responsible for the condition or operational functionality of existing instrumentation being reutilized.
15. DFA will notify the Owner of any deficiencies of the existing equipment or instrumentation discovered upon start-up at each site.
16. Others shall be responsible for those items of equipment incorporated into the system but not furnished by DFA (contacts on motor starters, alternators, flow meters equipped with dedicated SCADA outputs, phase loss monitors and other instrumentation).
17. Others shall provide detailed specifications or manufacturers' literature on new and existing equipment to DFA as necessary for DFA to interface (i.e., valve controller, flow metering, etc.). For interfacing to PLCs, the data register addressing information must be provided to DFA.
18. All equipment or instrumentation to be monitored and/or controlled such as transducers, meters, relays, switches, etc. is to be provided by others, unless specified in this proposal.
19. If site equipment, instruments or materials are not functioning or useable, DFA will report condition to Owner. DFA bears no responsibility to replace existing equipment, instruments or materials not detailed in this letter based on Owner chosen option. At Owner's request, DFA may replace any needed item as a project change order at current DFA rate sheet rates for labor and materials.
20. DFA's standard one (1) year warranty and one (1) year unlimited telephone support cover the DFA provided equipment and DFA provided software programming for the first year. DFA services are available 24/7/65 for technical assistance either on-site, remote or phone and includes all holidays and with most parts available off-the-shelf with an overnight shipping option. Although DFA systems are surge protected to limit electrical surge damage, we do not warranty against lightning damage. Extended warranty periods are available at an additional cost.
21. DFA shall not be held liable for any impact on work stemming from the current COVID-19 pandemic (as defined by the United States Centers for Disease Control and Prevention) or any disruption to the international commercial environment such as work delays, labor overruns, material overruns, and/or cost overruns related to the project work. DFA shall be entitled to a change order for any and all time and costs associated with said COVID-19 pandemic or any disruption to the international commercial environment. With the COVID-19 pandemic or any disruption to the international commercial environment, DFA is not responsible for late or non-delivery of goods in the event of **FORCE MAJEURE (including COVID-19 related conditions)** of any contingences beyond DFA's control. DFA has been in contact with all of our suppliers and as of today, our suppliers are following normal operations. It is DFA's intent to supply our manufactured products as timely as.

GARDEN CITY RESOLUTION

WHEREAS, Garden City, Georgia, desires to purchase a vacuum excavator for its Water Department which needs same to perform underground excavating when working underground on water and sewer pipes; and,

WHEREAS, monies totaling \$145,890.00 in the City's Water & Sewer Fund have been budgeted for such purchase in the 2024 Water/Sewer Capital Projects Budget; and,

WHEREAS, the City solicited price quotes/sales proposals for the purchase of the vacuum excavator; and,

WHEREAS, the best quote for the equipment was received from Vermeer Southeast Sales & Service, Inc., of Richmond Hill, Georgia, in the amount of \$99,616.57, which is attached hereto as Exhibit "A"; and,

WHEREAS, the Director of the City's Water Department has recommended that the City enter into a purchase order or contract for the vacuum excavator with Vermeer Southeast Sales & Service, Inc., at the quoted price of \$99,616.57, having determined that the purchase price is fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that price quote of Vermeer Southeast Sales & Service, Inc., for a new vacuum excavator in the amount of \$99,616.57 be accepted, and that a purchase order or agreement be entered into between the City and the vendor.

BE IT FURTHER RESOLVED, that the purchase price for the vacuum excavator of \$99,616.57 be funded by the City's Water & Sewer Fund as provided for in the City's 2024 Capital Projects Budget for said Fund.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign the purchase contract or order for the vacuum excavator associated with the quote attached hereto as Exhibit "A", as well as all other documents associated therewith in the name of the City, with the City Clerk's attestation affixed to said Manager's signature.

ADOPTED AND APPROVED this 19th day of March, 2024.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this 19th day of March, 2024.

BRUCE CAMPBELL, Mayor

EXHIBIT "A"



Vermeer Southeast Sales & Service, Inc.
65 Chandler Street
Richmond Hill, GA 31324

QUOTE
#240124070

Date: 01/24/24

Sales Rep: Dustin Skipper

Customer Information:

City of Garden City
2 Bud Brown Road
Garden City, Ga 31408

Delivered to:

Same

Contact Name:

Phone Number:

Confidence Plus Included: NO

The benefits of Confidence Plus have been discussed
with me and I am not interested at this time

Customer declined CP coverage

Customer Initial Here: _____

Payment method:

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
1	LPSDT1009 - LP873SDT Hvy, 20K GVWR, 2x200 Gal of water	\$ 95,029.55	\$ 95,029.55
1	LPSDT2055 - Yanmar 49HP EFI Diesel engine	\$ -	\$ -
1	LPSDT3520 - Hydraulic Jack	\$ 2,404.64	\$ 2,404.64
1	LPSDT3601 - 4" hose and tooling	\$ 617.38	\$ 617.38
1	Frelght and Prep LP873SDT - GA	\$ 1,565.00	\$ 1,565.00
Public Utility Contract # 110421-VRM Sourcewell Member ID: 25768			

*** Price valid for 30 days from date of this quote ***

THANK YOU FOR YOUR BUSINESS!

TERMS:

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

SubTotal	\$ 99,616.57
Tax	
Total	\$ 99,616.57
Less Down Payment	
Balance Due	\$ 99,616.57

Customer Signature _____

GARDEN CITY RESOLUTION

WHEREAS, Garden City, Georgia, desires to purchase a pipeline inspection camera for its Water Department which needs same to inspect underground water and sewer pipes;
and,

WHEREAS, no monies have been budgeted for such purchase from the City's Water & Sewer Fund in the 2024 Water/Sewer Capital Projects Budget, but adequate monies are available in said Fund to fund such purchase; and,

WHEREAS, the City solicited price quotes/sales proposals for the purchase of the pipeline inspection camera; and,

WHEREAS, the best quote for the equipment was received from MPE Equipment and Supplies of Springdale, Arkansas, for a Gemini G1 Pipe Crawler Robotic Camera in the amount of \$28,995.00; and,

WHEREAS, the Director of the City's Water Department has recommended that the City enter into a purchase order or contract for the Gemini G1 Pipe Crawler Robotic Camera with MPE Equipment and Supplies at the quoted price of \$28,995.00, having determined that the purchase price is fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that price quote of MPE Equipment and Supplies for a Gemini G1 Pipe Crawler Robotic Camera in the amount of \$28,995.00 be accepted, and that a purchase order or agreement be entered into between the City and the vendor.

BE IT FURTHER RESOLVED, that the purchase price for the Gemini G1 Pipe Crawler Robotic Camera in the amount of \$28,995.00 be funded by the City's Water & Sewer Fund, and that an amendment and supplemental budget appropriation in the amount of \$28,995.00 be made to the Fund's 2024 Capital Projects Budget to reflect such purchase.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign the purchase contract or order for the Gemini G1 Pipe Crawler Robotic Camera associated with the price quote of MPE Equipment and Supplies, as well as all other documents associated therewith in the name of the City, with the City Clerk's attestation affixed to said Manager's signature.

ADOPTED AND APPROVED this 19th day of March, 2024.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this 19th day of March, 2024.

BRUCE CAMPBELL, Mayor

GARDEN CITY RESOLUTION

WHEREAS, Garden City, Georgia, desires to purchase a compaction roller for its Public Works Department to pack asphalt when filling potholes and for other packing needs; and,

WHEREAS, monies totaling \$21,174.00 in the City's Public Works Fund have been budgeted for such purchase in the 2024 Public Works Capital Projects Budget; and,

WHEREAS, the City solicited price quotes/sales proposals for the purchase of the compaction roller; and,

WHEREAS, the best quote for the equipment was received from Gridiron Tractors and Equipment of Pooler, Georgia, in the amount of \$47,800.00; and,

WHEREAS, the Director of the City's Public Works Department has recommended that the City enter into a purchase order or contract for the compaction roller with Gridiron Tractors and Equipment at the quoted price of \$47,800.00, having determined that the purchase price is fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that price quote of Gridiron Tractors and Equipment for a new compaction roller in the amount of \$47,800.00 be accepted, and that a purchase order or agreement be entered into between the City and the vendor.

BE IT FURTHER RESOLVED, that the purchase price for the compaction roller of \$47,800.00 be funded by the City's Public Works Fund, using the \$21,174.00 which had been budgeted for such purchase in said Fund's 2024 Capital Projects Budget, and amending such Budget to cover the shortage in the amount of \$26,626.00 by reallocating funds in said amount from the infrastructure improvements line item of said Budget to the capital projects line item for the compaction roller.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign the purchase contract or order for the compaction roller associated with the price quote of Gridiron Tractors and Equipment, as well as all other documents associated therewith in the name of the City, with the City Clerk's attestation affixed to said Manager's signature.

ADOPTED AND APPROVED this 19th day of March, 2024.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this 19th day of March, 2024.

BRUCE CAMPBELL, Mayor

GARDEN CITY RESOLUTION

WHEREAS, Garden City, Georgia, desires to replace the existing laptops in its police vehicles which are currently outdated; and,

WHEREAS, monies totaling \$90,000.00 in the City's American Rescue Plan Act ("ARPA") Fund have been budgeted for such replacement; and,

WHEREAS, the City solicited price quotes/sales proposals for the purchase of the replacement laptops; and,

WHEREAS, the best quote for the equipment was received from Software House International ("SHI"), of Somerset, New Jersey, in the amount of \$61,668.39, which is attached hereto as Exhibit "A"; and,

WHEREAS, the Director of the City's Information Technology Department has recommended that the City enter into a purchase order or contract for the replacement laptops with SHI at the quoted price of \$61,668.39, having determined that the purchase price is fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that price quote of SHI for replacement laptops to be installed in the City's police vehicles in the amount of \$61,688.39 be accepted, and that a purchase order or agreement be entered into between the City and the vendor.

BE IT FURTHER RESOLVED, that the purchase price for the replacement laptops of \$61,688.39 be funded by the City's ARPA Fund as provided for in the City's 2024 ARPA Budget.

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

ADOPTED AND APPROVED this 19th day of March, 2024.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this 19th day of March, 2024.

BRUCE CAMPBELL, Mayor



Pricing Proposal
 Quotation #: 24501153
 Created On: Feb-15-2024
 Valid Until: Mar-30-2024

GA-City of Garden City

Andrew Guzman

GA
 Phone: (912)-963-2763
 Fax:
 Email: aguzman@gardencity-ga.gov

Inside Account Executive

John Kearney

290 Davidson Ave,
 Somerset, NJ 08873
 Phone: 732-564-8563
 Fax: 732-564-8363
 Email: John_Kearney@shi.com

[Click here](#) to order this quote

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Panasonic Toughbook 55 - Rugged - Intel Core i7 - 1370P / up to 5.2 GHz - Win 11 Pro - UHD Graphics - 16 GB RAM - 512 GB SSD TCG Opal Encryption, NVMe - 14" IPS touchscreen 1920 x 1080 (Full HD) - 802.11a/b/g/n/ac/ax (Wi-Fi 6E) - 4G LTE Panasonic Toughbooks - Part#: FZ-55JA60CBM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: In stock (43); Intel Core i7	21	\$2,595.62	\$54,508.02
2 16GB MEMORY (RAM) FOR FZ-55 MK3MEM Panasonic Toughbooks - Part#: FZ-BAZ2216 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: ETA 3/30	21	\$340.97	\$7,160.37
Subtotal			\$61,668.39
Total			\$61,668.39

Additional Comments

Please Note: Panasonic has a zero returns policy for their Toughbooks and Toughpads

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

University System of Georgia IT Handbook
http://www.usg.edu/information_technology_handbook/

Georgia Technology Authority – Enterprise IT Policies, Standards, and Guidelines
<http://gta.georgia.gov/psg/>

GARDEN CITY RESOLUTION

WHEREAS, Garden City, Georgia, desires to purchase for its Parks and Recreation Department a park maintenance truck (2024 F-150 4 x 4 Super Cab Truck) to replace an older 2003 F-150 standard pick-up truck with a bad transmission; and,

WHEREAS, monies totaling \$45,600.00 in the City's Parks and Recreation Fund have been budgeted for such purchase in the 2024 Parks and Recreation Budget; and,

WHEREAS, the City solicited price quotes/sales proposals for the purchase of the replacement truck; and,

WHEREAS, the best quote for the 2024 F-150 4 x 4 Super Cab Truck was received from O.C. Welch Ford of Hardeeville, South Carolina ("O.C. Welch"), in the amount of \$43,770.00, which is attached hereto as Exhibit "A"; and,

WHEREAS, the Director of the City's Parks and Recreation Department has recommended that the City enter into a purchase order or contract for the replacement truck with O.C. Welch at the quoted price of \$43,770.00, having determined that the purchase price is fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that the price quote of O.C. Welch in the amount of \$43,770.00 for the 2024 F-150 4 x 4 Super Cab Truck to replace the 2003 F-150 standard pick-up truck currently being used by the City's Parks and Recreation Department be accepted, and that a purchase order or agreement be entered into between the City and the vendor.

BE IT FURTHER RESOLVED, that the purchase price for the replacement truck of \$43,770.00 be funded by the City's Parks and Recreation Department Fund as provided for in the City's 2024 Parks and Recreation Budget.

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

ADOPTED AND APPROVED this 19th day of March, 2024.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this 19th day of March, 2024.

BRUCE CAMPBELL, Mayor

EXHIBIT "A"

Prepared for: Mr. Cliff Ducey, GARDEN CITY

2024 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1L)

Price Level: 425



Client Proposal

Prepared by:

Ocie Welch III

Office: 843-288-0101

Email: oc@ocwelchfordlincoln.com

Quote ID: duceyx1l

Date: 02/14/2024

Prepared for: Mr. Cliff Ducey, GARDEN CITY

2024 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1L)

Price Level: 425



Client Proposal

Prepared by:

Ocie Welch III

Office: 843-288-0101

Email: oc@ocwelchfordlincoln.com

Quote ID: duceyx1l

Date: 02/14/2024

Prepared for: Mr. Cliff Ducey

GARDEN CITY

Prepared by: Ocie Welch III

02/14/2024



O.C.Welch Ford | 4920 Independence blvdd Hardeeville South Carolina | 29927

2024 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1L)

Price Level: 425 | Quote ID: duceyx1l

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$44,980.00
Options		\$595.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,995.00
Subtotal		\$47,570.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
garden	garden city	-\$3,800.00
Total		\$43,770.00

Customer Signature

Acceptance Date

Prepared for: Mr. Cliff Ducey

GARDEN CITY

Prepared by: Ocie Welch III

02/14/2024

O.C.Welch Ford | 4920 Independence blvdd Hardeeville South Carolina

2024 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1L)

Price Level: 425 | Quote ID: duceyx1l

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

- * 17 x 7.5-inch front and rear silver steel wheels
- * P265/70RS17 AT BSW front and rear tires
- * Lock-up transmission
- * Alternator Amps: 200A
- * All-speed ABS and driveline traction control
- * Lead acid battery
- * Auto stop-start engine
- * Fuel tank capacity: 36.01 gal.
- * 12 inch primary LCD display
- * Bluetooth wireless audio streaming
- * Seek scan
- * Auxiliary input jack
- * Internet radio capability
- * Vehicle body length: 231.7"
- * Axle capacity rear: 4,800 lbs.
- * Axle capacity front: 4,800 lbs.
- * Standard ride suspension
- * Power door mirrors
- * Manual folding door mirrors
- * Daytime running lights

Exterior: Oxford White

- * Class IV tow rating
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel single exhaust
- * Battery rating: 610CCA
- * Battery run down protection
- * Driver selectable drivetrain mode
- * Connected Navigation integrated navigation system with voice activation
- * Steering wheel mounted audio controls
- * SiriusXM with 360L AM/FM/Satellite radio
- * Radio data system (RDS)
- * SYNC 4 external memory control
- * 3 month satellite trial subscription
- * Wheelbase: 145.0"
- * Tire/wheel capacity rear: 4,498 lbs.
- * Spring rating front: 3,600 lbs.
- * Trip computer
- * Heated driver and passenger side door mirrors
- * DRL preference setting
- * Light tinted windows

As Configured Vehicle

STANDARD VEHICLE PRICE	\$44
Equipment Group 101A Standard	
Engine: 2.7L V6 EcoBoost	
Transmission: Electronic 10-Speed Automatic	
3.55 Axle Ratio	
GVWR: 6,500 lbs Payload Package	
Tires: 265/70R17 BSW A/T	
Wheels: 17" Silver Steel	
Cloth 40/20/40 Front Seat	
145" Wheelbase	
Monotone Paint Application	
Radio: AM/FM SiriusXM w/360L	
Fleet Customer Powertrain Limited Warranty	
50 State Emissions System	
SYNC 4 w/Enhanced Voice Recognition	
Oxford White	
Front License Plate Bracket	
Tough Bed Spray-In Bedliner	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Cliff Ducey

GARDEN CITY

Prepared by: Ocie Welch III

02/14/2024

O.C.Welch Ford | 4920 Independence blvdd Hardeeville South Carolina

2024 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1L)

Price Level: 425 | Quote ID: duceyx1l

Major Equipment

- * Variable intermittent front windshield wipers
- * Driver front impact airbag
- * Passenger front impact airbag
- * Airbag occupancy sensor
- * SecuriLock immobilizer
- * Rear under seat climate control ducts
- * 60-40 folding rear seats
- * Front facing rear seat
- * Height adjustable rear seat head restraints
- * 3 rear seat head restraints
- * Split-bench front seat
- * Front passenger seat with 4-way directional controls
- * Manual front seat head restraint control
- * Manual reclining driver seat
- * Manual reclining passenger seat
- * Cloth front seat upholstery
- * 4-wheel disc brakes
- * Electronic parking brake
- * Hill Start Assist
- * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
- * Seat mounted side impact driver airbag
- * Seat mounted side impact front passenger airbag
- * 6 airbags
- * Manual climate control
- * Fixed rear seats
- * Split-bench rear seat
- * Fold-up rear seat cushion
- * Manual rear seat head restraint control
- * 40-20-40 split-bench front seat
- * Driver seat with 4-way directional controls
- * Height adjustable front seat head restraints
- * Front seat center armrest
- * Manual driver seat fore/aft control
- * Manual passenger seat fore/aft control
- * Cloth front seatback upholstery
- * 4-wheel antilock (ABS) brakes
- * Brake assist system

As Configured Vehicle

SUBTOTAL	\$45,
Destination Charge	\$1
TOTAL	\$47

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Cliff Ducey

GARDEN CITY

Prepared by: Ocie Welch III

02/14/2024

O.C.Welch Ford | 4920 Independence blvdd Hardeeville South Carolina

2024 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1L)

Price Level: 425 | Quote ID: duceyx1l

Fuel Economy

City
18 mpg



Hwy
24 mpg

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2023 GENERAL OPERATING FUND BUDGET; TO ADJUST FOR THE DIFFERENCES BETWEEN THE ORIGINALLY ADOPTED AND PRESENTLY PROJECTED REVENUES AND EXPENDITURES FOR CERTAIN VARIOUS LINE ITEMS IN THE CITY'S GENERAL FUND BUDGET.

WHEREAS, an amendment in the General Fund Budget is needed to adjust for the differences between the originally adopted revenues and expenditures for various line items as set forth in the attached Exhibit "A" after taking into account money actually received and spent as of December 31, 2023, from the FY2023 General Operating Fund Budget, as opposed to the originally budgeted revenues and expenditures.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of Garden City, Georgia, in regular session assembled, do approve an amendment to the FY2023 General Fund Operating Budget to accurately reflect the difference between the originally adopted revenues and expenditures and the amended revenues and expenditures based on actual revenues and expenditures as of December 31, 2023, with respect to each of the City's various departments as set forth in the attached Exhibit "A."

ADOPTED BY the Mayor and Council of the City of Garden City, Georgia, this 19th day of March, 2024.

RHONDA FERRELL BOWLES, Clerk of Council

Received and approved this 19th day of March 2024.

BRUCE CAMPBELL, Mayor

EXHIBIT “A”

General Fund

FY23 Unaudited Year-End General Fund Budget Amendment Summary

<u>GENERAL FUND</u>	2023 Adopted	2023 Year-End Amended	\$ Change	% Change
Revenues				
General Fund Operating Revenue	9,836,296	14,944,634	5,108,338	52%
Operating Revenues	9,836,296	14,944,634	5,108,338	52%
Appropriation of Prior Year's Fund Balance	1,254,600	-	(1,254,600)	-100%
General Fund Revenue Total	11,090,896	14,944,634	3,853,738	35%
Operating & Capital Expenditures				
Legislative	\$ 113,600	103,900	(9,700)	-9%
Executive	550,975	549,400	(1,575)	0%
Information Technology	781,553	988,100	206,547	26%
Finance	231,665	165,400	(66,265)	-29%
Human Resources	261,258	187,058	(74,200)	-28%
Municipal Court	246,250	343,530	97,280	40%
Police	4,734,645	4,805,000	70,355	1%
Emergency Management	11,500	12,400	900	8%
Public Works	1,245,650	1,055,700	(189,950)	-15%
Senior Center	221,000	256,550	35,550	16%
Parks and Recreation	967,800	973,700	5,900	1%
Planning, Zoning & Building	675,000	658,158	(16,842)	-2%
Operating & Capital Expenditures	\$ 10,040,896	10,098,896	58,000	1%
Transfers Out				
Transfer Out From General Fund to Fire Protection Fund	1,050,000	2,136,423	1,086,423	103%
Transfer Out From General Fund to Sanitation Fund	-	36,546	36,546	100%
Transfer Out From General Fund to Stormwater Fund	-	-	-	0%
Transfers Out	\$ 1,050,000	2,172,969	1,086,423	107%
GENERAL FUND BUDGET TOTAL	\$ 11,090,896	12,271,865	1,180,969	11%
Net Surplus (Loss)	\$ -	2,672,769		

RESOLUTION

A RESOLUTION TO AMEND THE FY2023 BUDGETS FOR THE FOUR ENTERPRISE FUNDS; TO ADJUST FOR THE DIFFERENCES BETWEEN THE ORIGINALLY ADOPTED AND PRESENTLY PROJECTED REVENUES AND EXPENSES FOR CERTAIN VARIOUS LINE ITEMS IN THE BUDGETS OF THE FOUR DIFFERENT ENTERPRISE FUNDS.

WHEREAS, an amendment in the Fire Protection Fund Budget, the Stormwater Fund Budget, Sanitation Fund Budget, and the Water/Sewer Fund Budget is needed to adjust for the differences between the originally adopted revenues and expenditures for various line items as set forth in the attached Exhibit “A” after taking into account money actually received and spent as of December 31, 2023 from the FY2023 Budget for the four Enterprise Funds, as opposed to the originally budgeted revenues and expenditures.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of Garden City, Georgia, in regular session assembled, do approve an amendment in the Fire Protection Fund Budget, the Stormwater Fund Budget, the Sanitation Fund Budget, and the Water/Sewer Fund Budget in order to accurately reflect the differences between the originally adopted revenues and expenses and the amended revenues and expenses for the FY2023 Enterprise Funds based on actual income and expenses as of December 31, 2023, with respect to each of the City’s various departments as set forth on the attached Exhibit “A”.

ADOPTED BY the Mayor and Council of the City of Garden City, Georgia, this 19th day of March 2023.

RHONDA FERRELL BOWLES, Clerk of Council

Received and approved this 19th day of March 2023

BRUCE CAMPBELL, Mayor

EXHIBIT “A”

Enterprise Funds

FY23 Unaudited Year-End Fire Protection Fund Budget Amendment Summary

<u>Fire Protection Fund</u>				
	2023 Adopted	2023 Year-End Amended	\$ Change	% Change
<u>Revenue</u>				
Operating Revenue	1,705,900	2,130,890	424,990	25%
Operating Revenues	1,705,900	2,130,890	424,990	25%
Transfer in from General Fund	1,050,000	2,136,423	1,086,423	103%
Appropriation of Prior Year's Net Position	-	168,474	168,474	
Transfer In From Other Funds	1,050,000	2,304,897	1,254,897	120%
Revenue Total	2,755,900	4,435,787	1,679,887	61%
<u>Expenditures</u>				
Operating & Capital	2,755,900	4,435,787	1,679,887	61%
Operating & Capital Expenditures Subtotal	2,755,900	4,435,787	1,679,887	61%
Operating & Capital Budget Total	2,755,900	4,435,787	1,679,887	61%
Net Surplus (Loss)	-	-	-	

FY23 Unaudited Year-End Stormwater Fund Budget Amendment Summary

<u>Stormwater Fund</u>				
	2023 Adopted	2023 Year-End Amended	\$ Change	% Change
<u>Revenue</u>				
Stormwater Utility Fees	1,125,173	1,109,290	(15,883)	-1%
Transfer In - General Fund	-	-	-	
Appropriation fo Prior Year's Net Position	-	76,073	76,073	
Total Revenue	1,125,173	1,185,363	(15,883)	5%
<u>Expenditures</u>				
Operating	1,125,173	1,185,363	60,190	0
Capital Improvement Expenditures	-	-	-	
Total Operating & Capital Expenditures	1,125,173	1,185,363	60,190	5%
Total Expenditures	1,125,173	1,185,363	60,190	5%
Net Surplus (Loss)	-	-		

FY23 Unaudited Year-End Sanitation Fund Budget Amendment

<u>Sanitation Fund</u>				
Expenditure Description	2023 Adopted	2023 Year-End Amended	\$ Change	% Change
<u>Revenue</u>				
Revenue	440,010	447,903	7,893	2%
Transfer in From General Fund	-	36,546		
Transfer in From Stormwater Fund	30,000	30,000	-	0%
Appropriation of Prior Year's Net Position	-	9,440		
Total Revenue	470,010	523,889	53,879	11%
<u>Expenditures</u>				
Operating	420,010	483,689	63,679	15%
Dry Trash Disposal	50,000	40,200	(9,800)	-20%
Total Expenditures	470,010	523,889	53,879	11%
Net Surplus (Loss)	-	-		

Exhibit “A”

Enterprise Funds (Continued)

FY23 Unaudited Year-End Water/Sewer Fund Budget Amendment Summary

<u>Water/Sewer Fund</u>		2023		
Expenditure Description	2023 Adopted	Year-End Amended	\$ Change	% Change
Revenue				
Operating Revenue	4,701,104	5,539,853	838,749	18%
FEMA Reimbursement	-	-	-	0%
Total Revenue	4,701,104	5,539,853	838,749	18%
Expenditures:				
Wastewater Treatment & Collection	1,619,200	990,293	(628,907)	-39%
Water Treatment	879,000	605,174	(273,826)	-31%
W/S Distribution, Billing & Repair <i>(Includes Depreciation Expense)</i>	1,523,700	3,060,969	1,537,269	101%
Debt Service	679,204	679,844	640	0%
Total Expenditures	4,701,104	5,336,280	635,176	14%
Net Surplus (Loss)	-	203,573		

RESOLUTION

A RESOLUTION TO AMEND THE FY2023 BUDGETS FOR THE TWO SPECIAL REVENUE FUNDS; TO ADJUST FOR THE DIFFERENCES BETWEEN THE ORIGINALLY ADOPTED AND PRESENTLY PROJECTED REVENUES AND EXPENSES FOR CERTAIN VARIOUS LINE ITEMS IN THE BUDGETS OF THE DIFFERENT SPECIAL REVENUE FUNDS.

WHEREAS, an amendment in the Confiscated Assets Fund Budget and the Hotel/Motel Tax Fund Budget is needed to adjust for the differences between the originally adopted revenues and expenditures for various line items as set forth in the attached Exhibit “A” after taking into account money actually received and spent as of December 31, 2023, from the FY2023 Budget for the three Special Revenue Funds, as opposed to the originally budgeted revenues and expenditures.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of Garden City, Georgia, in regular session assembled, do approve an amendment in the Confiscated Assets Fund Budget and the Hotel/Motel Tax Fund Budget in order to accurately reflect the differences between the originally adopted revenues and expenses and the amended revenues and expenses for the FY2023 Special Revenue Funds based on actual income and expenses as of December 31, 2023, with respect to each of the City’s various line items as set forth on the attached Exhibit “A.”

ADOPTED BY the Mayor and Council of the City of Garden City, Georgia, this 19th day of March 2023.

RHONDA FERRELL BOWLES, Clerk of Council

Received and approved this 19th day of March, 2023

BRUCE CAMPBELL, Mayor

EXHIBIT “A”

Special Revenue Funds

FY23 Unaudited Year-End Confiscated Assets Fund Budget Amendment Summary

<u>Confiscated Assets Fund</u>	2023 Adopted	2023 Year-End Amended
Cash Confiscation	3,500	8,339
Other Refunds	3,000	-
Prior Year's Fund Balance		-
Total Revenue	6,500	8,339
Dues & Fees	1,500	-
Education & Training	-	-
Supplies	2,000	-
Small Equipment	1,000	-
Canine Supplies	2,000	3,134
Total Expenditures	6,500	3,134
Net Surplus (Loss)		5,205

FY23 Unaudited Year-End Hotel/Motel Tax Fund Budget Amendment Summary

<u>Hotel/Motel Tax Fund</u>	2023 Adopted	2023 Year-end Amended
Description		
Hotel/Motel Taxes	435,000	473,684
Hotel/Motel Penalties & Interest	50	170
Interest Revenues	-	-
Total Revenue	435,050	473,854
Bank Fees		
Payments to Other Agencies (<i>Sav. Trade Ctr.</i>)	72,523	78,991
Payments to CVB (<i>Garden City Convention Visitors Bureau</i>)	145,002	157,936
Transfers Out to General Fund	217,525	236,927
Transfers Out to Tourism Board	-	-
Total Expenditures	435,050	473,854
Net Surplus (Loss)	-	-

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2023 SPLOST FUND BUDGET; TO ADJUST FOR THE DIFFERENCES BETWEEN THE ORIGINALLY ADOPTED AND PRESENTLY PROJECTED REVENUES AND EXPENSES FOR CERTAIN VARIOUS LINE ITEMS IN THE SPLOST FUND BUDGET.

WHEREAS, an amendment in the SPLOST Fund Budget is needed to adjust for the differences between the originally adopted revenues and expenditures for various line items as set forth in the attached Exhibit “A” after taking into account money actually received and spent as of December 31, 2023, from the FY2023 SPLOST Fund Budget, as opposed to the originally budgeted revenues and expenditures.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of Garden City, Georgia, in regular session assembled, do approve an amendment in the SPLOST Fund Budget to accurately reflect the differences between the originally adopted revenues and expenses and the amended revenues and expenses for the FY2023 SPLOST Fund based on actual income and expenses as of December 31, 2023, as set forth on the attached Exhibit “A.”

ADOPTED BY the Mayor and Council of the City of Garden City, Georgia, this 19th day of March, 2023.

RHONDA FERRELL BOWLES, Clerk of Council

Received and approved this 19th day of March, 2023

BRUCE CAMPBELL, Mayor

EXHIBIT “A”

SPLOST FUND

FY23 Unaudited Year-End SPLOST Fund Budget Amendment Summary

SPLOST FUND		
Description	2023 Adopted	2023 Year-End Amended
SPLOST Revenue	2,095,936	3,055,263
State Aid (LMIG)	100,000	104,015
Propoerty Sale (Gym/Stadium) \$3,000,000	-	3,000,000
Total Revenues	2,195,936	6,159,278
Town Center Development	100,000	-
Recreation Site Improvements	350,000	48,200
Recreation New Gymnasium	550,000	78,800
City Street Paving & Right of Way Improvements:	-	-
Public Works Street Paving & ROW Improvements	110,000	293,500
Fire Department Vehicles & Equipment:	-	-
GCFD Vehicles + Equipment FY24 (3) Vehicles	-	-
GCFD Other Equipment	83,200	47,500
<i>FY23 (6) Self Contained Breathing Apparatus (SCBA) \$22,200</i>	-	-
<i>FY23 (4) Motorola Portable Radios \$28,000</i>	-	-
Police Department Vehicles & Equipment:	-	-
GCPD Vehicles +Equipment: FY23 (5) Vehicles	300,000	341,700
GCPD Other Equipment	-	-
Debt Service:	-	-
Recreation Bond - Principal (New Gym)	-	-
Recreation Bond - Interest (New Gym)	-	-
Recreation Bond - Debt Issuance Cost (New Gym)	-	-
City Hall Loan Principal (FY20 - FY27)	625,000	625,000
City Hall Loan Interest	34,398	33,840
GCPD FY18 (6) Vehicles - Capital Lease Payment (FY18-FY21)	-	-
GCPD Vehicles Interest - FY18 Capital Lease	-	-
GCPD FY20 (6) Vehicles - Capital Lease Payment (FY20-FY23)	42,820	41,366
GCPD Vehicles Interest - FY20-FY23 Capital Lease	518	1,971
Transfer Out to Fire Protection Fund:	-	-
Pumper Trucks Debt Service (\$152,715) (FY16-FY22)	-	-
Total Expenditures	2,195,936	1,511,877
Net Surplus (Loss)	-	4,647,401

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2023 CAPITAL PROJECTS FUND BUDGET FOR THE NEW GYM RECREATION COMPLEX; TO ADJUST FOR THE DIFFERENCES BETWEEN THE ORIGINALLY ADOPTED AND PRESENTLY PROJECTED REVENUES AND EXPENSES FOR CERTAIN VARIOUS LINE ITEMS IN THE CAPITAL PROJECTS FUND BUDGET.

WHEREAS, an amendment in the Capital Projects Fund Budget is needed to adjust for the differences between the originally adopted revenues and expenditures for various line items as set forth in the attached Exhibit “A” after taking into account money actually received and spent as of December 31, 2023, from the FY2023 Capital Projects Fund Budget, as opposed to the originally budgeted revenues and expenditures.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of Garden City, Georgia, in regular session assembled, do approve an amendment in the Capital Projects Fund Budget to accurately reflect the differences between the originally adopted revenues and expenses and the amended revenues and expenses for the FY2023 Capital Projects Fund based on actual income and expenses as of December 31, 2023, as set forth on the attached Exhibit “A.”

ADOPTED BY the Mayor and Council of the City of Garden City, Georgia, this 19th day of March, 2023.

RHONDA FERRELL BOWLES, Clerk of Council

Received and approved this 19th day of March, 2023

BRUCE CAMPBELL, Mayor

EXHIBIT “A”

CAPITAL PROJECTS FUND
(New Gym Recreation Complex)

FY23 Unaudited Year-End Capital Projects Fund Budget Amendment Summary

<u>Capital Projects Fund (New Gym Rec. Complex)</u>	2023 Adopted	2023 Year-End Amended
Interest Revenues	-	170,737
Long-term Debt Issued	-	16,970,000
Offering Premium on Bonds	-	80,891
Total Revenue	-	17,221,628
Recreation Building & Improvements	-	43,050
Debt Issuance Cost	-	357,147
Total Expenditures	-	400,197
Net Surplus (Loss)	-	16,821,431

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2023 ARPA FUND BUDGET; TO ADJUST FOR THE DIFFERENCES BETWEEN THE ORIGINALLY ADOPTED AND PRESENTLY PROJECTED REVENUES AND EXPENSES FOR CERTAIN VARIOUS LINE ITEMS IN THE ARPA FUND BUDGET.

WHEREAS, an amendment in the ARPA (American Rescue Plan Act) Fund Budget is needed to adjust for the differences between the originally adopted revenues and expenditures for various line items as set forth in the attached Exhibit “A” after taking into account money actually received and spent as of December 31, 2023, from the FY2023 ARPA Fund Budget, as opposed to the originally budgeted revenues and expenditures.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of Garden City, Georgia, in regular session assembled, do approve an amendment in the Capital Projects Fund Budget to accurately reflect the differences between the originally adopted revenues and expenses and the amended revenues and expenses for the FY2023 ARPA Fund based on actual income and expenses as of December 31, 2023, as set forth on the attached Exhibit “A.”

ADOPTED BY the Mayor and Council of the City of Garden City, Georgia, this 19th day of March, 2023.

RHONDA FERRELL BOWLES, Clerk of Council

Received and approved this 19th day of March, 2023

BRUCE CAMPBELL, Mayor

EXHIBIT “A”

ARPA FUND *(American Rescue Plan Act)*

FY23 Unaudited Year-End ARPA Fund Budget Amendment Summary

<u>ARPA Fund</u>	2023 Adopted	2023 Year-End Amended
ARPA Fiscal Recovery Funds	3,256,275	3,256,275
Interest Revenues	4,719	34,539
Total Revenue	3,260,994	3,290,814
(6) Police Vehicles + Equipment	-	-
Police Vehicle Tough Books	-	-
Equipment to Outfit New Ladder Truck & Fire Engine	-	-
(1) Fire Pumper Truck +Equipment	-	-
(1) Fire Ladder Truck +Equipment	-	-
Total Expenditures	-	-
Net Surplus (Loss)	3,260,994	3,290,814