

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

A G E N D A

City Council Meeting

Monday, May 6, 2024 – 6:00 p.m.

➤ OPENING

- **Call to Order**
- **Invocation**
- **Pledge of Allegiance**
- **Roll Call**
- **Presentation:** The Garden City Recreation Department will recognize the GRPA 14 & under Boys Basketball Team as Class “A” State Champions.
- **Introduction:** The Recreation Director will introduce the new Parks & Recreation Program Coordinator, Eve Atkinson.

➤ 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

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 April 15th Pre-Agenda Session, City Council Minutes, April 22nd Council Workshop, and April 29th Council Workshop.

➤ **ITEMS FOR CONSIDERATION**

1. **Resolution - Water & Sewer Master Plan Proposal:** A resolution authorizing Garden City, Georgia, to enter into an agreement with Hussey Gay Bell, Consulting Engineers, for professional engineering services in connection with developing a water sewer master plan and a utility rate study for the City and to authorize the City Manager to execute a proposal for said services.

➤ **ADJOURN**

City Council Pre-Agenda Meeting
Monday April 15, 2024 – 5:30pm

Call to Order: Mayor Bruce Campbell called the meeting to order at 5:30pm and opened with a prayer.

Attendees:

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

Staff Members: Rhonda Ferrell- Bowles, Interim City Manager, James P. Gerard, City Attorney, Yolanda Irizarry, HR Director, Gil Ballard, Chief of Police, Mike Dick, Fire Chief, Robert Wellmaker, Building Inspector, Jonathan Trego, Code Enforcement, Marth Vallada, Water Operations Mgr., Virgil Moore, Public Works Mgr., Dagny Pariani, Wastewater/Water Treatment Manager, Katie Draeger, Finance Manager, and Veronica Enoch, Executive Assistant.

Mayor's Updates: Mayor Campbell acknowledge and thanked the Parks & Rec, Public Works, and Water Operations departments for a wonderful Cookout on last Friday! It was very much appreciated by all.

Council Updates: There were no council updates.

Review of Council Agenda: Rhonda Ferrell-Bowles, Interim City Manager proceeded to go over the items on the agenda:

Second Reading for the Ordinance, Zoning Map Amendment(5524 Silk Hope Road) – there would need to be a motion to vote.

Resolution – Outdoor Advertising Moratorium: there would need to be a motion to continue.

The City Attorney, Jim Gerrard explained the voting process to continue the Public Hearing. Mayor Pro -Tem Daniel inquired about the fee for Outdoor Advertising. Per Lamar Advertising, Garden City has the highest fees in the area.

The City Attorney then went on the inform that the city will need a license agreement from the State of Georgia for the expansion of Anderson St. for the new gym. The State requires certain protective safety measures and requires a license. Council should make a motion to amend the agenda for approval.

Councilmember Morris asked if this would assist with the business that are effected by the construction and if the approval would help with the delay.

The Interim City Manager then went on the review the items on the agenda:

Second Reading for the Ordinance, Zoning Map Amendment (5524 Silk Hope Road)

Resolution- Axon Police Body Cameras & Vehicle Cameras

Resolution – Outdoor Advertising Moratorium

Resolution - Motion to Amend the Agenda – State of Georgia License Agreement

Konter Update: The City Attorney suggested that since we were about to discuss the sale of property, we should go into Executive Session; however it was not on the agenda, so he then proceeded to share that he had met with Konter and they have agreed to cost share. Per Jim, there was no rhyme or reason as to why Scott, the former City Manager had offered the \$150,000; however, after presenting the options, they did agree on the 50% cost share which would be \$270,994. Konter had assumed that he would be getting two lots which is not the case. The Roberts deal will need to be placed in the development agreement.

Mayor Pro-tem Daniel asked if there were any other promises made, and there were none per the City Attorney. There is, however, a need for further discussion regarding Mr. Roberts as there are many variances involved, (parking, exterior, etc.) that will require lots of detailed input in order for the city control over how the complex will look upon completion.

Mayor Campbell asked for clarification on which resolution was tabled, and which needed to continued.

Mayor Pro-tem Daniel asked if there were any governing rules for the Planning Commission for how many times an agenda item could be tabled or continued. The City Attorney explained that this would be hard to control as each situation has its own set of facts, and council would not be able to set as a condition the number of times something could be tabled or continued.

Councilmember Morris asked for an update about the recent wastewater spill. Wastewater Manager, Dabney Pariani informed that currently all was well. Because of the spill, the city would be place in a category for extra testing protocols and the EPA would be continuously monitoring the situation.

Mayor Pro-tem Daniel asked if those who had served on the Planning & Zoning Commission are sent any recognition for their service once their terms had expired.

No further questions, or observations were made.

Pre- Agenda meeting was adjourned at approximately 5:50pm.

Transcribed & submitted by: Veronica Enoch, Executive Assistant

Accepted & approved by: The City Council on 5-6-24

MINUTES

City Council Meeting Monday, April 15, 2024 – 6:00 p.m.

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

Opening: Councilmember Hall gave the invocation, 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 Debbie Ruiz, and Councilmember Kim Tice.

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

Councilmember Lassiter motioned to amend the agenda to add the State of Georgia's Revocable License Agreement for approval so it doesn't delay the new Gym Complex project. The motion was seconded by Councilmember Hall and passed without opposition.

Informal Public Comment: Mayor Campbell opened the floor for public comment.

Mr. Dedrick Cody gave an update on the Chatham County Area Transit activities. He stated that the new micro-lift is operational and can be utilized by all residents of Chatham County. Councilmember Morris asked if there was a cost. Mr. Cody replied that he didn't think there was a cost but would check and get back to Councilmember Morris.

Ms. Sonya Jackson, Chatham County Tax Commissioner, gave an update. Councilmember Morris commented on the changes in the tag office. MS. Jackson said they would like a satellite tax office in Garden City.

Ms. Lorraine, a Chatham County Commissioner District 7 candidate, addressed the City Council and asked for their support in the upcoming election.

Public Hearings

PC-3-24-1077 – Zoning Map Amendment Request: Receipt of public comment on a request by Robert L McCorkle, III, to rezone 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 requested a continuance until the May 14th planning commission meeting. The Planning Commission granted the petitioner's request.*

PC-3-24-1078 – 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 tabled the zoning text amendment for further study at a future workshop.*

Councilmember Morris made a motion to continue the public hearings. The motion was seconded by Councilmember Lassiter and passed without opposition.

City Council Minutes: Councilmember Morris motioned to approve the minutes from the April 1st pre-agenda session, city council meeting, and the April 8th city council workshop. The motion was seconded by Councilmember Daniel and passed without opposition.

Items for Consideration

Second Reading – Ordinance, Zoning Map Amendment (5524 Silk Hope Road): The Clerk of Council read the second reading of the heading of 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.

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

Mayor Campbell stated that the ordinance passed on the second reading.

Resolution – Axon Police Body Cameras & Vehicle Cameras: The Clerk of Council read the heading of a resolution to authorize the Interim City Manager to sign on behalf of the City the lease/purchase agreements with Axon Enterprises, Inc., for police body cameras and police vehicle cameras.

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

Resolution – Outdoor Advertising Moratorium: The Clerk of Council read the heading of a resolution to extend the moratorium barring the issuance of permits for new outdoor advertising or separate-use signs within the city limits from April 15, 2024 to June 3, 2024, in order to allow the Planning Commission and City Council sufficient time to consider the proposed amendments to the City’s Code of Ordinances relating to outdoor advertising or separate use signs.

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

Resolution – Outdoor Advertising Moratorium: The Clerk of Council read the heading of a resolution to extend the moratorium barring the issuance of permits for new outdoor advertising or separate-use signs within the city limits from April 15, 2024 to June 3, 2024, in order to allow the Planning Commission and City Council sufficient time to consider the proposed amendments to the City’s Code of Ordinances relating to outdoor advertising or separate use signs.

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

Adjournment: Given no other items on the agenda to discuss, the Mayor 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: Rhonda Ferrell Bowles, Clerk of Council

Accepted & approved by: The City Council on 5/6/24

SYNOPSIS

City Council Workshop Monday, April 22, 2024 – 5:30pm

Call to Order: The workshop was called to order at 5:30pm by Mayor Bruce Campbell at approximately 5:30pm. Mayor Pro-tem Marcia Daniel led with a prayer.

Attendees:

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

Staff Members: Rhonda Ferrell- Bowles, Interim City Manager, James P. Gerard, City Attorney, Yolanda Irizarry, HR Director, Gil Ballard, Chief of Police, Mike Dick, Fire Chief, Robert Wellmaker, Building Inspector, Jonathan Trego, Code Enforcement, Marth Vallada, Water Operations Mgr., Dagny Pariani, Wastewater/Water Treatment Manager, Andrew Guzman, IT Technician, Katie Draeger, Finance Manager, and Veronica Enoch, Executive Assistant.

Constantine Road Townhouses – aka Village Point: The Interim City Mgr. Rhonda Ferrell Bowles introduced the first item on the agenda. Clay Price, Chief Executive Officer of Homes of Integrity Construction Co., & Alec Metzger, EMC Engineering. Denise Grabowski, Planning Consultant went over details regarding the potential project. The project has been before the Planning Commission for review and the preliminary plan's approval. Engineering plans had also been submitted for review and almost finalized. The item before council today is the potential for cost sharing for a section of Constantine Rd. The roadway will carry traffic to the development and offer an access point for future development. She shared that she and the former City Manager, Scott Robider had met with the developer to discuss the project. She stated that no fees or dollar amounts or percentage wise were discussed. She then opened it up for questions:

Councilmember Lassiter wanted to know how many phases were in the development. Per the developer, there are 76 units in the development.

Councilmember Ruiz – asked if it had gone before Planning & Zoning? Yes, it has per Denise.

Councilmember Daniel - asked how long was the road? Planning Consultant Grabowski, then deferred to the engineer for the exact dimensions. Alec Metzger with EMC Engineering then went on the share that the length of the road is 11050ft. long, and involves curbing gutter, sidewalks, parallel parking spaces, water & sewer extensions as well all of which are necessary for the development.

The original project had the garage on the front; however it had been modified to have the garage on the back and provide a road extension on the front.

Councilmember Hall asked if the project was dependent upon cost sharing and if so, what cost or figures are involved, and what would happen if the city was not able to?

Mr. Metzger then provided information to council on the cost estimates for the plan. The construction on the road was about \$638,000. That figure was mentioned in the early conversation with the former City Manager and because Garden City was really interested in adding residential growth and was

potentially willing to provide cost sharing, it would be helpful. He added that If the City was not able to cost share it would be detrimental to the project.

The City Attorney, Jim Gerrard shared that about 10 years ago a portion of the property was dedicated to Garden City and wanted to know from the developer if it includes the right-a-way beyond that point. Per Metzger, there is about 15ft in place for future right away. A total of around 60ft. right away.

Councilmember Lassiter asked if cost sharing, would there be other expectation of discounts for permits fees and waivers. Mr. Metzger stated that other options for offsetting cost would be considered. (Tap fees, etc.)

Councilmember Hall Asked if the previous City Manager mentioned any dollar amount or percentage for cost sharing. Metzger replied no, unfortunately, once they submitted plans for review, he exited, so they've been waiting to hear back. When asked if there was any suggestions for cost sharing? His answer was that the original intention was to have Garden City pay for Constantine Rd.

Councilmember Morris asked for clarification on the amount for cost sharing. \$638,000 is the cost and includes all associated (paving, grading, roadwork, etc.)

Councilmember Daniel asked if it included infrastructure cost. He replied that it did and that it included water extensions, sewer lines, and landscaping.

Councilmember Lassiter wanted an explanation for the difference between the cost of the \$638,000 and the \$292,000 listed for the roadwork.

Clay Price, the Homes of Integrity representative spoke and informed that the city could bid it out for the road infrastructure and they only needed about 200ft.

The consultant, Denise Grabowski interjected to say that they needed the road. She also suggested that city council met with the developer to have a better understanding of everything involved. The water line listed would be served by the road interior of the development. As part of the proposed plan, they are including the extension of water for the next developer to pick it up from that point.

Councilmember Daniel made observation regarding Tapestry Park. The city did not run water lines for that development. Metzger stated that it was because it was private. She then inquired as to whether the road was 1 or 2 lanes. It is 2 lanes.

SAIA Savannah Project – 5231 Ogeechee Road: Robert McCorkle came forward on behalf of SAIA, a freight company out of Johns Creek, Ga. that is already established here in Garden City. He handed out information on the property. They too had been working with the previous City Manager, Scott Robider and the site plans have been submitted. The project would be facing Ogeechee Rd and have a phase 1&2, included a 50 ft. buffer, with employee parking on the front, and require a decel lane of 275ft. by DOT.

Councilmember Daniel – asked if they had any electric trucks? No, not in this area.

Councilmember Morris - wanted to know the number of employees. Currently there are 45, and it will increase to 80 employees.

Councilmember Hall – asked how much of an increase in traffic was anticipated and if the left turn out of the facility was a concern. Mr. McCorkle answered that the traffic would not be impacted. Currently at 163 on average daily, once completed, it would increase to over 300. They will work with GDOT in terms of improvements. Councilman Hall added that it was not in the comprehensive plan, nor was it

zoned for industrial use. Mr. McCorkle added that any new business in the area would add to the traffic issue. Any changes in the site plan would require them to come back before council.

City Attorney Gerrard asked if they would be willing to add a berm, or fencing, and if the rezoning was a condition on the site plan. *They would be willing to tie it to the site plan. Could they also limit the number of trucks? * It would be very hard to do per Mr. McCorkle.

Councilmember Daniel – interested in knowing if there was another entrance/exit point doable. Burkhalter Rd? Traffic and safety were of concern. Cosmetically, it would be seen from the road and there were promises made on the previous truck yard that did not happen. Would they consider leaving a tree line on the front and setting the facility back. Per the developer, it would depend on the elevation, root lines, etc. They will try to have an answer before the next Planning & Zoning meeting on

City Attorney Gerrard - asked about the water and sewer access. Per Mr. McCorkle, the closest option is over 1 mile and amount to a 21/2 million price tag. The project will be run via septic.

Councilmember Lassiter then expressed that in his opinion, SAIA is already established in Garden City, and the project should not be dependent upon land use maps.

Garden City Convention & Visitors Bureau Update: per Jim Gerrard, City Attorney, there are no updates. He is still working with the CVB and Chamber on the issue.

Old Business – Georgia Bright Program Update: to answer Councilmember Morris's question regarding age clarification. The program is income focused rather than age. The flyer stated senior citizens, but it is not geared towards seniors. The income will be up to \$100,00 annually and offer a tax break. She is in favor of approving the discounts. Per councilmember Hall, he informed everyone to be careful of sales people promising tax refunds based on the size of the system. This is not the case, it is a tax break instead.

2024 Local Maintenance Improvement Grant (LMIG) - The following streets will be considered: Salt Creek Rd, The remainder of Third St, Chatham Villa Drive, Telfair Rd, Telfair Place. There is additional request from councilmembers to include – First St, Byck Ave, Nelson St, and Smith Ave. Per the Interim City Manager, staff will consult with Brennan on cost estimate.

Short Term Rentals and Bed & Breakfast Ordinance – Per Jim Gerrard, the City Attorney, the ordinance protects the city and addresses major concerns as to where the establishments are permitted within the city. They will not be allowed in R1 or R2. Council have to make the decision on where they will be permitted. Public hearing will be required for reasons as to why they should or should not be allowed in certain zones.

Councilmember Morris asked about the caps on the number of established should be allowed in districts. He did not include the caps. Ruiz would like there to be caps.

Mayor Campbell added that he did not understand why not allow for within R1, Morris added that she would like it to include R1 as well as Multi use.

Councilmember Trice asked if the ordinance would give direction and specifics on rules and regulations. Per the city attorney, the ordinance spells it all out.

Councilmember Hall expressed his disapproval of caps per district.

Mayors Update: Mayor Campbell shared with everyone the Health Fair to be held at Clifton Baptist Church on next Saturday, April 27th. All are encouraged to attend.

Council Update: Per Councilmember Morris, on May 10th the Savannah Chatham County Public School System will have a ribbon cutting for the new Groves High School. Invitations will be forthcoming.

Councilmember Trice inquired to Cliff Ducey, Parks, and Recreation Director about the Norfolk Southern railroad removal areas about who is to maintain. The overgrown grass is an issue. Per Cliff, a representative, Connor Poe is planning come in town soon to address the issue. The City cannot and does not have permission to address the grass.

Councilmember Daniel asked Councilmember Hall about the name change of Groves. Per Hall, Groves will remain the name of the school; however, the Multi-Complex will be renamed in honor of the original families that owned the land.

City Manager's Update: Per the Interim City Manager, Rhonda Ferrell Bowles attended a county meeting last week of city managers to discuss. She then asked Jim, the City Attorney to update everyone. Chatham County is proposing placing SPLOST on the ballot in November 2024 instead of 2025. TSPLOST would then be placed on the ballot for 2025 and there would be not gap in between. If all are in agreement, it would be a short turn around and project list would have to be approved, ballots drawn, agreements submitted, and the election would have to be advertised. If it is rejected, it could be placed back on the ballot for next year.

Mayor Campbell shared that he had spoken with Savannah Mayor, Van Johnson who was not in agreement with the proposed idea. He plans to get municipality mayors together in objection.

With no further questions or concerns, the meeting adjourned at approximately, 6:29pm

Transcribed & submitted by: Veronica Enoch, Executive Assistant

Accepted & approved by: The City Council 5-6-24

SYNOPSIS

City Council Workshop
Monday, April 29, 2024 – 5:30 p.m.

Call to Order: Mayor Campbell called the workshop to order at approximately 5:30pm and led with a prayer.

Attendees:

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

Staff Members: Rhonda Ferrell- Bowles, Interim City Manager, James P. Gerard, City Attorney, Gil Ballard, Chief of Police, Marth Vallada, Water Operations Mgr., Dagny Pariani, Wastewater/Water Treatment Manager, Katie Draeger, Finance Manager, and Veronica Enoch, Executive Assistant.

City of Savannah Water Resources – Ron Feldner, Water Resources Director: Rhonda Ferrell-Bowles, Interim City Manager introduced Ron Feldner who was there to present on water capacity issues, permit production which includes relinquishing of permit capacity to the city of Savannah, and supplementing our water as needed. He was accompanied by Shawn Rosenquist, Civil Engineer with the City of Savannah Water Resources Department who handles analytics and modeling work for water systems. He provided an overview of the Garden City Utility System and explained that there were three main Utility Systems: Main Water System - North of I-16) supported by GC well supply, Town Center - supported by Savannah well and sewer, Prosperity Drive- Savannah surface water and GC sewer, and the Silk Hope area which is supported by private wells. He then reviewed Groundwater Capacity Permits, the Ga. EPD enacted cuts to permits by 15% in 2020, and another 10% in 2025 of which we are approaching. Based on his handout, the annual averages were somewhat inaccurate per Dagney, Wastewater/Water Treatment Manager for Garden City who shared that the 1.096 listed for 2023 was closer to 1.01 due to the water leak in 2022. Current Usage/Consumption for the three utility systems: Town Center is using 30 thousand/day with an allowance of 125, Prosperity Drive is using 3 thousand gallons daily and is allowed 250 gallons. Future Water/Sewer Planning is for the Garden City main system and the interconnecting with Savannah for additional supply. A proposed interconnecting point with an existing connection is Hwy 80 at the Farmer's Market; however, it is not opened and would need to be upgraded for metering. There is also metering station at Southbridge for Town Center and one at Prosperity Rd and Dean Forest. There is future development at Dead Man's Curve, and the Constantine property for consideration. Shawn then reviewed the computer model to include the Garden City pipe networks and existing water towers.

The following options were proposed for interconnection of the two systems. Option #1 – build connection at the metering station and provide additional water needed beyond what 2025 permit would allow for. Garden City would be charged standard Savannah rates. For comparison, Garden City's

cost to produce groundwater is 1/3 cost per thousand gallons that Savannah sells water for Town Center. A rate structure would be set and subject to annual rate increases.

Option #2 would be for Garden City connection at Hwy 80 with a reassignment millions of gallons of groundwater capacity to Savannah. A water rate schedule set up with the first million gallons discounted, thus allowing for Garden City to maintain operating cost. The water rate schedule set up would differ from a standard schedule and capitol cost. Recovering new customer connections would remain the same.

Savannah is proposing to Garden City, Port Wentworth, Pooler, and Effingham County for reassignment of water production resources and distribution to optimized production regionally, thus bolstering groundwater their capabilities. Per Feldner, it is also needed reduce the magnitude of pumping along the river and industrial corridor due to saltwater intrusion and allow for a recovery of the groundwater table.

The presentation was then opened for questions:

Councilmember Lassiter – What is the estimated cost for Hwy 80, and where is the 2nd connection point? Per Mr. Feldner, the cost would be 1 million dollars, and the 2nd connection point would be at Chatham Pkwy at Grainger. It unfortunately does not provide the robust connection as Hwy 80 due to it positioned at the south end of the system. It would be an additional 100k for the 2nd connection.

City Attorney Jim Gerrard – asked if we would have to purchase from a private individual. (Metering station)? Per Ron, the station would have to be identified and it is not on the right of way. Jim mentioned transferring water rights. Ron reiterated that we would not be a transfer just reassignment and we would maintain our permits. The rate structure could be minimized over time, negotiated and caps could be included.

Councilmember Morris asked for clarity on whether we would be saving money because we would not have to maintain the wells. Yes, we would.

Councilmember Hall – Are the cost analysis based on Pt. Wentworth and Pooler buy in, and what happens if they do not agree? How would the cost be affected. Per Ron, he believes there could be stand along agreements if all do not agree.

Dagney Pariani, Wastewater Treatment Mgr. – asked for clarification as to whether we would be on Savannah's groundwater system, as previously stated, or I&D. Ron stated that in looking at the model, their ability to supply will necessitate that the surface water plan be a part of the supply. With regards to the interconnection point and ability to meet system characteristics they would have to use I& D. It is still chlorine disinfection; we would have the same system in the ability to use groundwater or surface water with chlorine as disinfectant. Prosperity is on a different system, (chloramines), and cannot be blended with Town Center or City Main.

Mayor Pro-tem Daniel – How much additional withdrawal does Savannah have - What is the current limit? Per Ron Feldner, they have a permit of 20 million which will be reduced to 18 million by 2025. They currently use all of it.

Katie Draeger, Finance Mgr. -- Is there any idea of what the rate would look like? They are trying to match as closely as possible to current rates to allow for us to maintain current rate structure.

Councilmember Morris – how would staffing be affected if water reassigned to Savannah? Per Dagney, EPD has expectation for same level of testing, sampling, running of distribution system.

Mayor Pro-tem Daniel – Inquired about saltwater intrusion, how will it effect? Per Ron EPD can better address this issue. Will Savannah supply to Hyundai – No, Bulloch and Bryan Counties will. If House Bill will affect the plan, or penalize small municipalities?

Councilmember Hall – Effects from Harbor deepening? Per Ron, the Core of Engineers would have to determine. **Katie Draeger, Finance Director** asked if the deepening led to the issue to begin with. - No rather the magnitude of pumping. **Hall** -What if an agreement, and years down the road we decided to pull out, would there be a penalty? Per Feldner, yes more than likely.

With regards to Town Center and the Constantine development, the Savannah system will not be able to accommodate. A water tower would be needed, and a build out schedule on how to develop would be needed. It would take 3-5 years to build out.

City Attorney, Jim Gerrard ask is the Town Center contract would be consolidated with Garden City main?

Wastewater Mgr. asked if the expansion would include filtration? Yes, it would.

Next steps – Mayor and Council to discuss further. The metering station would need to move forward soon.

City Attorney Gerrard provided copies of the EV Ordinance which must go before the planning commission. He asked for it not to be shared or circulated as it is in draft form and will require further details.

The workshop was adjourned at approximately, 6:29pm.

Transcribed & submitted by: Veronica Enoch, Executive Assistant

Accepted & approved by: The City Council 5/6/24

A RESOLUTION AUTHORIZING GARDEN CITY, GEORGIA, TO ENTER INTO AN AGREEMENT WITH HUSSEY GAY BELL, CONSULTING ENGINEERS, FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH DEVELOPING A WATER AND SEWER MASTER PLAN AND A UTILITY RATE STUDY FOR THE CITY; TO AUTHORIZE THE CITY'S CITY MANAGER TO EXECUTE A PROPOSAL FOR SAID SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, Garden City, Georgia, is desirous of retaining Hussey Gay Bell, Consulting Engineers, to render professional engineering services in developing a master plan to evaluate potential improvements to the City's water supply, wastewater conveyance, and wastewater treatment systems based on determining the present capacities of such systems and projecting the current and future development demands for municipal water and sewer service, and to provide preliminary cost estimates for such potential improvements and possible utility rate increases to fund such costs; and,

WHEREAS, the scope of the work being proposed by Hussey Gay Bell is (1) confirming the locations of the City's existing water and sewer infrastructure; (2) confirming the City's water supply, wastewater conveyance, and wastewater treatment capacities; (3) projecting current and future development demands on the City's water and wastewater systems; (4) evaluating potential improvements to the water supply, water distribution and wastewater conveyance systems; (5) creating a water system hydraulic model using WaterCAD software to make informed decisions about system upgrades, maintenance, and expansion by simulating how the pipes, pumps, valves, and other components in the current system will react in the future; (6) providing preliminary cost opinions of the water and sewer system improvements; (7) performing a rate study to assist in

evaluating funding options for the improvements; and (8) drafting a report summarizing the results of its research and making recommendations; and,

WHEREAS, Hussey Gay Bell, Consulting Engineers, is well qualified to provide such professional engineering services, having previously been engaged by the City on numerous occasions; and,

WHEREAS, Hussey Gay Bell, Consulting Engineers, has submitted a work proposal for the above-stated services at a lump sum of \$164,520.00 for the master plan tasks and a lump sum fee of \$25,000.00 for the rate study and proposal, a copy of said work proposal being attached hereto as Exhibit "A";

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

1. The Mayor and Council of Garden City, Georgia, shall engage the professional services of Hussey Gay Bell, Consulting Engineers, to render professional services in developing a master plan for making improvements to the City's water and sewer infrastructure and capacity based on current and projected development demands being placed upon the City's water and wastewater systems, and to provide preliminary cost estimates for such potential improvements and possible utility rate increases to fund such costs, as more particularly set forth in the proposal attached hereto as Exhibit "A".
2. The City Manager is hereby authorized to execute, on behalf of the City, the proposal attached hereto as Exhibit "A" defining the scope and setting the lump sum price of \$189,520.00 for the performance of such work. The City Manager shall also be authorized, on behalf of the City, to execute any other document which she and the City Attorney deem necessary to further the intent of this Resolution.
3. The funding of the cost for the engineering study embodied in the attached Exhibit "A" shall be equally shared by the three budgets established for wastewater, water treatment, and water/sewer repairs, in the Water and Sewer Fund for fiscal year 2024.

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

SO RESOLVED this ____ day of May, 2024.

RHONDA FERRELL-BOWLES,
Clerk of Council

Received and approved this ____ day of May, 2024.

BRUCE CAMPBELL, Mayor

EXHIBIT "A"



April 23, 2024

Mrs. Rhonda Ferrell-Bowles
City Manager
Garden City, Georgia
100 Central Avenue
Garden City, GA 31405

**RE: Water and Sewer Master Plan
City of Garden City, Georgia**

Dear Mrs. Ferrell-Bowles:

Hussey Gay Bell is pleased to present our proposal for engineering services for a Water and Sewer Master Plan. These services generally include:

- Confirm locations of existing water and sewer infrastructure.
- Confirm water supply, wastewater conveyance, and wastewater treatment capacities.
- Project current and future development demands on the water and wastewater systems.
- Create a water system hydraulic model using WaterCAD software.
- Evaluate potential improvements to the water supply, water distribution and wastewater conveyance systems.
- Provide preliminary cost opinions of the water and sewer system improvements.
- Perform a rate study to assist in evaluating funding options for the improvements.
- Summarize the results and recommendations in a report.

Our fee structure for the above tasks is as follows:

I. Water and Sewer Master Plan

(a)	Master Plan Tasks (Lump Sum)	\$ 164,520.00
(b)	Rate Study (Lump Sum)	\$ 25,000.00

We appreciate the opportunity to present this proposal and will gladly accept a signed copy as our authorization to proceed with this project.

Mrs. Ferrell-Bowles
April 23, 2024
Page 2

Sincerely,
HUSSEY, GAY, BELL & DEYOUNG, INC.

C. J. Chance, PE
COO of GA Operations

ACCEPTED BY: _____ DATE: _____

NAME AND TITLE: _____

GENERAL CONDITIONS

These GENERAL CONDITIONS are attached to and made a part of the Letter Agreement dated April 23, 2024, between the **CITY OF GARDEN CITY, GEORGIA** (Client) and **HUSSEY, GAY, BELL & DEYOUNG, INC.** (Engineer) and pertain to the project described therein.

1. CLIENT'S RESPONSIBILITIES.

1.1 The Client shall make available access by the Engineer to public and private property as is required to perform such investigations as are appropriate to obtain data for development of the Project.

1.2 The Client shall designate in writing a Representative for the work under this Agreement. The Client's Representative shall have complete authority to transmit the Client's instructions, policy and decisions pertaining to the project.

1.3 The Client shall furnish, in writing, any limitations in the overall project budget. This information shall be furnished at the beginning of the project.

2. ENGINEER'S RESPONSIBILITIES.

2.1 Services performed by the Engineer under this agreement will be performed in a manner consistent with the standard of care exercised by other members of the profession currently engaged in similar work in the area and practicing under similar conditions. No representation, either expressed or implied, or no guarantee or warranty is included or intended in this agreement.

2.2 Based on the mutually accepted program of work and Project budget requirements, the Engineer will prepare, for approval by the Client, documents consisting of drawings and other documents appropriate for the Project, and shall also submit to the Client, if part of the Scope of Work, a Statement of Probable Cost for the Project. The Engineer will make every reasonable effort to perform services to accommodate the Client's budgetary limitations pertaining to total project construction cost. However, such limitations will not be cause or reason to require the Engineer to furnish any product or instrument of service that is not consistent with the standard of care as described in Article 2.1.

2.3 A change in scope of work, after the start of work, may influence the fees and the schedule as stated in this proposal. Delay in providing information requested and/or review of documents in a reasonable amount of time is a change in the scope of work. The Client will be notified, as soon as reasonably possible, when a change order has occurred. The notification will include cost and design schedule impact. The fee for changes in the scope of work will be per Article 3, Additional Services, in the General Conditions.

3. ADDITIONAL SERVICES.

3.1 Additional services will be provided upon written agreement signed by both parties. Additional services shall be paid for by the Client as provided in these General Conditions in addition to the compensation for the services described in the Letter Agreement. The following services, if not described in the Letter Agreement, shall be considered Additional Services:

3.1.1 Providing a program study for the Project.

3.1.2 Providing financial feasibility or other special studies.

3.1.3 Providing planning surveys, site evaluation, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions, required for approvals of governmental authorities or others having jurisdiction over the Project.

3.1.4 Providing coordination of Work performed by separate contractors or by the Client's own forces.

3.1.5 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Engineer.

3.1.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

3.1.7 Providing services of consultants other than contracted engineering services for the Project.

3.1.8 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.

3.2 Payment for Additional Services shall be as agreed upon in writing by both parties. Payment shall be based on a lump sum derived from a definitive scope of work developed by the Client and Engineer or on the basis of hourly rate and expenses. Time charges shall be in accordance with the Engineer's Schedule of Hourly Rates, which is attached hereto and is a part of this Agreement. Reimbursable Expenses are as defined in ARTICLE 4 of these General Conditions. Payment for consultants other than the Engineer or services by others shall be paid for at 1.1 times their invoiced amount. Payment for travel by Company or private vehicle shall be made at the rate of \$0.55 per mile.

4. REIMBURSABLE EXPENSES.

4.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Engineer and the Engineer's employees in the interest of Project for the expenses listed in the following Subparagraphs:

4.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for reviews or seeking approval of authorities having jurisdiction over the Project.

4.1.2 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents, excluding reproductions for the office use of the Engineer.

4.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

4.1.4 If authorized in advance by the Client, expenses of overtime work requiring higher than regular rates.

4.1.5 Expense of renderings, models and mark-ups requested by the Client.

4.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by the Engineer.

5. PAYMENT TO THE ENGINEER.

5.1 Billing will be accomplished monthly with payment due upon receipt of the Engineer's invoice. Payment will be credited first to any interest owed to Engineer, and then to principal. Client recognizes that prompt payment of Engineer's invoices is an essential aspect of the overall consideration Engineer requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of invoice date. Any charges held to be in dispute shall be called to Engineer's attention within ten days of receipt of Engineer's invoice. If Client contests an invoice, Client shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

5.2 If the Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

5.2.1 Amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

5.2.2 Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client hereby waives any and all claims against Engineer for any such suspension.

5.3 If after the Effective Date any government entity takes a legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new

taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the original terms of this Agreement.

6. CONSTRUCTION COST.

6.1 It is recognized that neither the Engineer nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Engineer.

7. OWNERSHIP OF DOCUMENTS.

7.1 Drawings, Specifications, field data, notes, reports, calculations, test data, estimates and other documents as instruments of service are and shall remain the property of the Engineer whether the Project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Client's use and occupancy of the Project. The Client shall also be permitted to retain electronic copies of all data, drawings, models, specifications and other documents that have been prepared in connection with specific projects. The Client may utilize the aforementioned work products for which the Engineer has been paid. Reuse of such data or information by the Client for any purpose other than that for which prepared shall be at the Client's sole risk, and the Client agrees to defend and indemnify Engineer for all claims, damages, costs, and expenses arising out of such reuse by the Client.

7.2 One set of deliverables including maps/prints/reports will be submitted for each project as appropriate. Terms for provision of additional copies and other deliverable requirements will be established as part of each project scope of work. Electronic copies of all deliverables will be made available to the Client if requested. The exact file format of the deliverable will depend on the project goals and software utilized by the Engineer, and shall be coordinated with the Client as part of the project. The Engineer shall retain these records for a period of two (2) years following their completion during which period additional paper copies and electronic files will be made available to the Client at reasonable times.

7.3 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Engineer's rights.

7.4 Only documents that are hard copies and have been signed and sealed by a representative of Engineer are documents of record for this project. The documents of record have been produced for this project only and for a given time. The documents are not to be used for any other project, or any other location, or and after two years beyond their date of issuance. The use of these documents on other projects or at a time other than as stated may have an adverse effect. All other documents, including electronic files, are documents for information only and are not documents of record.

8. TERMINATION OF AGREEMENT.

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 This Agreement may be terminated by the Client upon at least seven days' written notice to the Engineer in the event that the Project is permanently abandoned.

8.3 In the event of termination not the fault of the Engineer, the Engineer shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

9. ABANDONED OR SUSPENDED WORK.

9.1 Nothing in this Agreement nor in any document, report or opinion of the Engineer shall infer or imply that the Engineer's Services will be furnished on a contingent basis.

9.2 If the Project or any part thereof is abandoned or suspended in whole or in part by the Client for any reason other than for default by the Engineer, the Engineer shall be paid for all services performed prior to receipt of written notice from the Client of such abandonment or suspension.

10. INDEMNIFICATION.

10.1 The Engineer shall indemnify and hold the Client harmless from claims, liability, losses, and causes of action to the extent caused by any willful or negligent act, error, or omission of the Engineer, including those parties contracted by the Engineer as subcontractors, incidental to the performance of the Services under this Agreement.

11. LIMITATION OF LIABILITY.

11.1 Work to be performed and services rendered by the Engineer under this Agreement are intended for the sole benefit of the Client. Nothing herein shall confer any rights upon others or shall refer any duty on the part of the Engineer to any person or persons not a party to this agreement including, but not limited to, any contractor, sub-contractor, supplier, or any agent, employee, insurer, or surety of such person or persons.

11.2 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to enforce safety requirements set forth by Federal, State and Local agencies. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor,

Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

11.3 The Client agrees to limit the Engineer's and its employees' liability to the Client and to all construction Contractors and Subcontractors on the project, due to the Engineer's negligent acts, errors, or omissions to meet the professional service standard of care requirements, such that the total aggregate liability of the Engineer to those named shall not exceed \$2,000,000 and the per claim liability shall not exceed \$1,000,000. This Client standard liability cap shall apply to all projects under this agreement including associated addenda, and any change orders for specific projects. This standard liability cap may be adjusted for distinct individual projects by mutual written consent of both parties as warranted by specific project conditions.

11.4 Engineer, its principals, employees, agents or consultants shall perform no services relating to the investigation, detention, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials except as specifically provided for in the Letter Agreement. The Engineer shall have no liability for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials") except as specifically provided for in the Letter Agreement.

12. MISCELLANEOUS PROVISIONS.

12.1 This Agreement shall be governed by the law of the principal place of business of the Engineer.

12.2 The Client and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor the Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

12.3 This Agreement represents the entire and integrated agreement between the Client and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Engineer.

Revised 3-10-16



Hussey, Gay, Bell & DeYoung, Inc.
Consulting Engineers
Savannah, GA

SCHEDULE OF HOURLY RATES

Rate Effective
3/1/2023

Principal Engineer	235.00
Professional Engineer (Testimony and Preparation)	395.00
Engineer V / Associate	215.00
Engineer IV	195.00
Engineer III	180.00
Engineer II	175.00
Engineer I	165.00
Assistant Engineer	150.00
Technician III	140.00
Technician II	130.00
Technician I	120.00
Landscape Architect	160.00
Senior Project Representative	125.00
Project Representative	110.00
Registered Land Surveyor III	190.00
Registered Land Surveyor II	165.00
Registered Land Surveyor I	150.00
3-Man Survey Crew	200.00
2-Man Survey Crew	190.00
1-Man Survey Crew	165.00
Senior Administrative	130.00
Administrative	85.00

SCHEDULE OF REIMBURSABLE RATES
January 2019

REPRODUCTION COSTS PER PAGE:

Plan Sheets – Bond (B/W)

11 x 17 / 12 x 18	\$ 0.60
24 x 36	\$ 1.50
30 x 42	\$ 2.15

Plan Sheets – Bond (Color - Line)

11 x 17 / 12 x 18	\$ 3.25
24 x 36	\$24.00
30 x 42	\$35.00

Plan Sheets – Bond (Color – Solid Fill)

11 x 17 / 12 x 18	\$ 4.75
24 x 36	\$48.00
30 x 42	\$70.00

Plan Sheets – Mylar (B/W)

24 x 36	\$15.60
30 x 42	\$22.75

Specifications (B/W)

8.5 x 11	\$ 0.20
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CD / Flash Drives

Actual costs including media costs
and staff time at standard rates

OVERNIGHT DELIVERY: Cost + 10%

AUTO MILEAGE: \$0.54 per mile

AIRFARE: Actual Cost
(Economy Class – Domestic; Business Class – Foreign)

ROOM & BOARD: Actual Cost