

A G E N D A

**City Council Teleconference Meeting
Monday, May 4, 2020 – 6:00 p.m.**

➤ **OPENING**

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

➤ **PUBLIC HEARINGS – No scheduled public hearings**

➤ **APPROVAL OF CITY COUNCIL MINUTES**

- Consideration of City Council Minutes (4/20/20)

➤ **CITY MANAGER REPORT**

- Overview of the Monthly Department Staff Reports included with the Agenda Packet
- City Hall Reopening Plan

➤ **ITEMS FOR CONSIDERATION**

- **Resolution, Camellia – Azalea Drainage Project:** A resolution to authorize the City Manager to spend up to \$22,500.00 for preliminarily addressing the damage to the Camellia/Azalea Avenue drainage pipeline system through the hiring off a camera contractor to take videos and photos of the internal condition, the retaining of a vacuum truck contractor to remove debris currently within the pipeline, and the engagement of Maxwell Reddick and Associates to survey the pipeline system and develop plans and specifications for the repair and/or replacement of the damaged drainage components.
- **Resolution, Police Surplus Vehicles:** A resolution to classify six (6) police vehicles as surplus property and to authorize the Police Department to dispose of said vehicles.
- **Resolution, AVENU Discovery/Recovery Business Tax Agreement Renewal:** A resolution to authorize the City to renew its occupational tax revenue enhancement agreement with Avenu Insights & Analytics LLC for the recovery of occupational tax revenue from businesses in the City not on the City's current occupation/tax registration list.
- **Resolution, AVENU Revenue Administration Service Agreement Renewal:** A resolution to authorize the City to renew its agreement with AVENU Insights & Analytics LLC for the provision of tax administrative services with respect to occupational tax, hotel/motel tax, mixed drink excise tax, and other taxes designated by the City.

- **Resolution, Herty AMDC Sewer Use Agreement:** A resolution to authorize the City to enter into a new five-year agreement with Georgia Southern University, Herty Advanced Materials Development Center (AMDC) for the receipt, treatment, and disposal of pre-treated industrial wastewater into the City's Water Pollution Control Plant.
- **Resolution, Qualawash Holdings LLC Sewer Use Agreement:** A resolution to authorize the City to enter into a new five-year agreement with Qualawash Holdings LLC for the receipt, treatment, and disposal of pre-treated industrial wastewater into the City's Water Pollution Control Plant.

➤ **RECEIPT OF INFORMAL PUBLIC COMMENT:**

- **Procedure:** In an effort to best manage this section of the meeting, any person that 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.

➤ **ADJOURN**

MINUTES

City Council Tele Conference Meeting Monday, April 20, 2020 – 6:00 p.m.

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

Opening: Invocation and pledge of allegiance by Mayor Bethune.

Roll Call

Members: Mayor Don Bethune, Mayor Pro-tem Bessie Kicklighter, Councilmember Marcia Daniel, Councilmember Richard Lassiter, Councilmember Natalyn Morris, Councilmember Debbie Ruiz and Councilmember Kim Tice.

Staff: Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Clerk of Council and Ben Brengman, IT Director.

Presentation: Mayor Bethune presented a proclamation to designate the month of May as Lupus Awareness Month.

City Council Minutes: Councilmember Daniel made a motion to approve the minutes dated 4/6/20. The motion was seconded by Councilmember Ruiz and passed without opposition.

City Manager Report: City Manager stated that detail reports for the month of May for the planning department, public works department, police department and fire department were included in the council agenda packet.

Items for Consideration

Resolution, GEFA Loan #2019-008 (Prosperity Area Water System): Clerk of Council read the heading of a resolution authorizing the City to borrow an amount not to exceed two million dollars from the Georgia Environmental Finance Authority to finance connecting to the City of Savannah water system at the intersection of Dean Forest Road and Prosperity Drive as well as constructing new water infrastructure to service properties in the Prosperity Drive utility service area.

Councilmember Daniel made a motion to approve the resolution. The motion was seconded by Councilmember Kicklighter and passed without opposition.

Resolution, Emergency Pay Enactment for COVID-19 Incident: Councilmember Daniel made a motion to table the resolution for further study. The motion was seconded by Councilmember Kicklighter and passed without opposition.

Resolution, Rostan Solutions LLC Task Order Authorization: Clerk of Council read the heading of a resolution to engage the services of the City’s FEMA Public Assistance consultant (Rostan Solutions LLC) pursuant to Task Order No. 5 and their Master Services Agreement for Debris Monitoring and Public Assistance Consulting Services dated November 29, 2018; and to provide consulting services related to reimbursement of certain City expenses associated with the COVID-19 Emergency Incident.

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

Informal Public Comment: Mayor Bethune opened the meeting to receive public comment. There being no public comments or questions, Mayor Bethune closed the informal public comment portion of the meeting.

Adjournment: There being no further items to be discussed, Mayor Bethune called for a motion to adjourn the meeting. Upon motion by Councilmember Kicklighter, seconded by Councilmember Daniel, City Council adjourned the meeting at approximately 6:15 p.m.

Transcribed & submitted by: Clerk of Council

Accepted & approved by: City Council 5/4/20



G A R D E N C I T Y

Memorandum

To: Mayor and City Council

Via: Ron Feldner – City Manager

From: C. Scott Robider – City Marshall

Date: 4/30/2020

Re: Action Plan for the Reopening of City Facilities – Stage 1

The purpose of this memorandum is to provide you a summary of the action plans currently being undertaken by City staff related to the reopening City facilities for modified daily operations beginning on May 14, 2020. The primary focus of this plan is safeguarding the health and safety of all City staff while in conjunction with restoring limited services throughout the majority of City departments. The governor’s Executive Order mandating shelter in place by Governor Kemp expires on April 30th barring any further extensions or enhancements and his State of Emergency declaration is scheduled to end on May 13, 2020 at 11:59 pm.

On April 20, 2020 Governor Kemp announced that he would relax restrictions and allow targeted business sectors to reopen on April 24th (Friday). For example, gyms, fitness centers, barbers, cosmetologists, hair designers and nail care artists may open with “basic minimal operations.” The Governor further announced that on April 27th (Monday), movie theaters may resume selling tickets and restaurants limited to takeout orders can go back to limited dine-in service. However, some business sectors will not be permitted to resume operations such as bars, nightclubs, amusement parks and live performance venues until further notice. Although the Governor is progressively easing restrictions on commerce within the State, the requirement and absolute necessity to continue to practice proper social distancing, consistent sanitizing and best health practices will remain a primary focus.

The proposed plans are recommended in a staged approach which should position the City to respond swiftly in accordance with future guidance from the governor’s office. Also, this approach allows not only the City staff to reacclimate themselves to pre-pandemic operations, but also allows the City to closely monitor State and local health data in the event that a secondary closure is necessary. As commerce returns in limited stages and Garden City citizens and businesses are again able to safely circulate within the community, I believe that the expectation is that local government will also return to an appropriate level of service and

operation. The following City departments/facilities addressed in this memorandum which are also incorporated within the *Stage 1* framework are as follows;

1. City Hall
2. Police Department
3. Municipal Court
4. Public Works/Water Services
5. Fire Operations
6. Parks & Recreation
7. Planning & Zoning
8. Finance
9. Utility Services/Billing
10. Human Resources

The proposed reopening to limited municipal operations for the above referenced departments/facilities is summarized below:

1. **City Hall** – In developing a course of action for the reopening of City Hall and the return of limited public access and services at City Hall I have worked with City staff to identify various safety measures.
 - A. Develop a limited primary entrance and exit with the appropriate access restrictions and signage to provide customer guidance on safety guidelines such as social distancing and preemptive sanitizing measures.
 - Deploy safety banisters with adjustable straps at the primary entrance which leads to a table that has hand sanitizer, economy disposable gloves and reusable face masks (staff made) for each customer. Customers will be advised to use all provided health items provided while conducting their business at City Hall. All service windows for each department have been equipped with special filters to prevent the transmission of germs from the customer side of the window.
 - Deploy safety banisters with adjustable straps at the primary exit that has adequate disposal receptacles for gloves and masks, but customers are encouraged to take the face coverings with them as they are washable and reusable.
 - An internal drop-box for payments will be placed inside the City Hall entrance for those choosing not to interact with the Utility Billing staff.
 - The Information Desk will be surrounded by safety banisters to provide adequate distancing between the Front Entrance Staff and the customers requiring assistance.
 - Public restroom facilities will be closed to the general public in this initial stage of service restoration. This restriction will be temporary and as the City expands operations and resumes Court services it will be fully restored. Please note, the CDC has identified public restroom facilities as a critical area for which to exercise an abundance of caution in order to reduce potential exposure to the Covid-19 virus.

- In order to ensure proper social distancing practices, the flooring at all payment/service windows will have visible markings on the floor that will be spaced a minimum of 6 feet apart. This has become a common practice for retail establishments, so customers should be familiar with this requirement.
- B. Limited daily operations for City Hall will be restored as well as the return to the normal hours of operation (8am-5pm) for public access. The modified services are outlined below:
- During the *Stage 1* process the primary focus for the City Hall staff will be the receipt and process of payments, citations, account services, document submittals and obtaining various reports.
 - Selected staff members will return to their assigned posts at City Hall utilizing a staggered approach as established by the City Manager. This action will begin the cessation of the Remote Workplace/Telework initiative.
 - City Hall staff will be encouraged to make all customer interactions as brief as possible while maintaining an adequate level of service to all. Any other requested services or meetings will be prescreened and handled by appointment only or in the field if possible.
2. **Police Department** – Chief Ballard has maintained full continuity of services internally since the original shelter in place order was issued by Governor Kemp. The front office, main reception desk, property/evidence and Criminal Investigations Division have remained fully operational and responsive to calls and service request. The Patrol Division has remained on the frontline throughout the entire evolution of the pandemic and have provided consistent service for the entire community.
- The Patrol Division has been active and engaged with 911 dispatched calls for service as well as business and residential safety checks.
 - Due to the potential health risk of Covid-19 exposure the Patrol Division reduced the frequency of traffic enforcement but increased its visibility on main highways and City Streets. Chief Ballard is currently developing an action plan to allow Patrol and other Police Divisions within the agency to resume modified enforcement as the overall health of the State improves.
 - As City Hall opens those who have been issued citations that have not opted to pay online will have the opportunity to pay those citations in person if they so choose. Additionally, customers seeking Police reports or other documents will have the opportunity to request those items at the Police service counters.
 - All safety protocols for the main entrance of City Hall would apply to Police Department customers and the clerk service windows have had protective plates installed as a precautionary measure. City staff will ensure that the necessary social distancing markers are visible on the flooring to reduce customer density.
 - Chief Ballard will decide what street operations will resume with Patrol during the *Stage 1*. The Patrol division has begun limited traffic enforcement with enhanced safety precautions. Traffic enforcement for egregious violators has remained during this entire pandemic.

- A large factor in moving forward with the resumption of routine patrol duties will be the full resumption of detention services at the Chatham County Jail which has been only accepting individuals detained for felony charges. Police Officers have been processing arrestees for most minor misdemeanor charges at the Police Department and releasing them on citation and subpoena. There is currently no guidance from the Sheriff on when the jail will return to normal operations.
3. **Municipal Court** – Chief Ballard and Captain Hood have diligently worked with the Clerk of Courts and the office staff to implement a tracking and scheduling system for all pending court cases.
- Court dates have been adjusted and moved to accommodate the large amount of pending cases. Chief Ballard is currently developing a comprehensive plan to orchestrate court services to resume and safely operate for all parties involved. The court system is currently shuttered due to an order from the Georgia Supreme Court preventing the operation of most court services.
 - The tentative date for the first court docket is scheduled for May 20th beginning at 10am. This first court docket is manageable to allow for the staff to implement and adjust safety protocols and develop a system to adjudicate cases fairly and accurately while reducing the amount of time appellants are inside the building.
 - The restarting of our municipal court will be a very large undertaking requiring extensive planning and logistics to fully service the backlog of pending cases. As such, this effort will be rapidly evolving in order to provide proper service while observing all health precautions.
 - Based on the complexity of the court system this division will not have the luxury of a *Stage 1* reactivation. However, the process for hearing and moving cases through our municipal court will be modified to provide as much health precautions as possible.
4. **Public Works/Water Operations** – Benny and his staff have ensured the continuing implementation of the essential service of all street and drainage maintenance, roadside mowing, debris removal and special projects as well as taking on some additional duties related to the maintenance of the City Hall grounds.
- Public Works has separated the working crews by allocating additional vehicles to prevent the possibility of exposure associated with having multiple team members in a single vehicle.
 - The crews have adjusted their reporting times for work in order to prevent the staff from being condensed into one area for an extended period of time.
 - Public Works staff have consistently been issued and have utilized face coverings, gloves and other sanitizing products throughout the course of the pandemic.
 - The main office building for Public Works has been closed to the general public as well as vendors without appointments, and this practice will remain in place until further notice.

- Public Works has never modified their job duties as a result of the pandemic. As such, this department will not be involved in a *Stage 1* return to services as the work they performed remained the same.
5. **Fire Operations** -Chief Medeiros and his Command Staff have been instrumental in serving as City's Emergency Management Team as well as coordinating the procurement of essential protective equipment and supplies for all departments since the beginning of the pandemic.
- Fire Department responses were curtailed during the pandemic to reduce the risk of Covid-19 exposure to First Responders. The responses were limited to structure fires and accidents with serious injuries. Calls for medical assistance and other auxiliary services were delegated to Chatham Emergency Services.
 - Chief Medeiros maintained consistent contact with several government agencies such as FEMA, CDC and CEMA in order to provide updated information and critical response guidance for those employees on the frontline.
 - Due to the reduced call volume the Chief and his Command Staff performed several updates to the current Fire Protection Policy Guide, updates to City ordinances and continuing to ensure that the staff were staying current with all training requirements.
 - Deputy Fire Marshall Carlos Nevarez continued to work on the fire inspection procedures in order to build a program for future inspections involving the shift crews. Shift crews also performed some field work such as hydrant testing which requires no direct contact with the general public.
 - *Stage 1* for Fire Operations includes reactivating limited responses to First Responder calls and other auxiliary service request. Examples of *Stage 1* response would include calls such as pediatric emergencies, stroke, cardiac arrest and other serious traumas. Due to required staffing levels and the current status of the Covid-19 virus in Georgia all responses will be modified based on the possible risk of exposure to the fire staff.
6. **Parks and Recreation** – This department was significantly impacted by the pandemic as the majority of the services it provides involves direct contact and interaction with the general public. Cliff and his staff were very flexible during this time and remained busy throughout the City. Parks and Recreation assumed most grounds maintenance responsibilities at City Hall, and utilized the Senior Center staff for a very productive face mask assembly team.
- *Stage 1* reactivation for this department is going to be very limited due to the nature of the services and direct involvement of the general public.
 - Passive City parks such as Sharon Park will be opened in a "limited posture" which means that the park will be accessible but the restrooms will be closed due to health concerns.

- Due to the cancellation of several tournaments and the direct impact of Covid-19 on the baseball season Bazemore Park will remain closed until further notice.
 - The Garden City gym complex will remain closed to the public at this stage. However, the general play area outside of the gym will be accessible for use during regular hours.
 - The Cooper Center will remain closed, but the rear basketball and common area will remain accessible to the community.
 - The Senior Center will likely remain closed to the community for a prolonged period of time out of an abundance of caution. The severe health risk to our senior population during this pandemic has made the regular daily operation of this facility unfortunately impossible. The staff have been working to deliver food, household supplies and other essential items to those seniors in need.
7. **Planning & Zoning Department** – The department has continued to provide inspection, permitting, plan review and all other services during the pandemic. The continuity of services has offered assurance to our development community that Garden City is always *open for business*. There has been a general slowdown of active construction which has reduced the number of inspection requests. However, the various plans for planned developments have continued to be submitted for review in an indication that these projects will continue to move forward. The *Stage 1* reactivation for this department will include the following;
- Plan review continue to be performed by electronic submittals or plans being brought into City Hall and left in a drop-box.
 - Required meetings concerning projects will be conducted via Zoom, Facetime or other electronic formats if possible. Meetings in the field or on the site will continue to be encouraged in order to avoid groups in confined spaces.
 - Project meetings that are highly complex and require group review will be held in the City Hall training room in accordance with all social distancing protocols and by appointment only.
 - The Planning Commission meetings have been rescheduled since the original shelter in place order. During the *Stage 1* reactivation we will proceed beginning on June 9, 2020 in accordance with all social distancing protocols. The docket for the projects/variances could be relatively large which could pose challenges as to caseload management but the City staff will work through these issues as needed.
8. **Finance Department**- This department has been very adaptive during this crisis and have benefited from the abundance of technology available in order to perform required duties via telecommuting. The Finance Department has provided seamless accounting and financial oversight during the crisis and have supported the frontline staff in the procurement of essential supplies and services. Additionally, the team has been working

on the annual City audit in order to meet all mandated benchmarks associated with extensive process. *Stage 1* reactivation for this department would include the following;

- The gradual return to City Hall by Finance Department team members currently working by remote workplace/teleconference.
- Possibly staggering of schedules to reduce the risk associated with direct contact with other staff members.
- Resumption of daily assigned task that have been redirected to staff reporting daily to City Hall.

9. Utility Services/Billing- This department has continued to provide essential services and information for those requesting service during the crisis in a very proficient manner. Distribution of utility bills, payment reconciliation and bank deposits have remained consistent and relatively unchanged. The team members for this department have maintained their normal work schedules throughout the various stages of the pandemic. *Stage 1* reactivation for this department would include the following;

- The modified opening of City Hall will allow for citizens to conduct utility bill payment and service requests directly with the City staff. Customers desiring to interact with the staff at City Hall will be required to follow all safety protocols prior to being served as outlined above.
- Customers will be encouraged to handle payments via the Utility Billing online payment portal.
- Customers will also have the option to utilize the drop-box behind City Hall, at the Senior Center and at a secondary collection location will be available inside City Hall.
- Other request or transactions, such as business license/occupational tax services, will be conducted by appointment only.

10. Human Resources- The HR staff have provided seamless support for all City staff during this crisis. Core HR services, payroll and other critical personnel related services were not adversely affected, as the utilization of the telecommuting services were proven to be very effective. *Stage 1* reactivation for this department would include the following;

- Staff members requiring personal consultation at City Hall will be required to make an appointment prior to any meeting.
- Aforementioned duties such as payroll and other ancillary services can continue to be performed by remote workplace to reduce the risk of potential exposure.

The proposed Stage 1 reopening will incorporate the outlined standards provided by the CDC for Public Spaces and Workplaces (see attached) which have been constructed as part of the *Reopening America Act*. The City staff have actively been utilizing several portions of this CDC guidance, but prior to the City Hall *Stage 1* reopening we will incorporate additional safety

measures to further enhance the safety of City staff and the visitors. In accordance with the CDC guidance the City will further enhance precautionary measures with several examples as follows;

- Aggressive disinfection using EPA-approved disinfectants against COVID-19 can also help reduce the risk. Frequent disinfection of surfaces and objects touched by multiple people is important.
- Frequently touched surfaces and objects like light switches and doorknobs will need to be cleaned and then disinfected to further reduce the risk of germs on surfaces and objects.
- Targeted use of disinfectants can be done effectively, efficiently and safely on outdoor hard surfaces and objects frequently touched by multiple people.
- Areas unoccupied for 7 or more days need only routine cleaning. Frequently occupied spaces will need regular cleaning several times a day while the building is open and accessible to the public.
- Daily cleaning practices for outdoor areas must be increased in order to mitigate the exposure risk. These areas would include playground equipment, park benches, handrails and other regularly utilized fixed
- The complete guidance from the CDC regarding Public Spaces and Workplaces can be found at the following link <https://www.epa.gov/coronavirus/guidance-cleaning-and-disinfecting-public-spaces-workplaces-businesses-schools-and-homes>. The City Hall staff will have this guidance posted at several key entry and exit points as well as at all payment/service counters. Additional printed copies will be made available to the public at our sanitizing station upon entering the building.

Recommendation: The Covid-19 pandemic is an ongoing and rapidly evolving health crisis which has placed an unprecedented strain on all levels of government with particular challenges being experienced by local governments and their day-to-day operations. The health and safety of the City staff members in all departments has been the top priority guiding the continuation of municipal services provided during this pandemic. The City will continue to put forth an unwavering commitment to the safety and welfare of all employees within the City while permitting limited public access to City facilities. The City staff appreciates your support of this recommendation to reopen City Hall as described in the *Stage 1* operating plan of action outlined in this memorandum.

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: May 2020

SUBJECT: Human Resources Department Report for APRIL 2020

Report in Brief

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

Prepared by: Pam Franklin

Title: Human Resources Director

Reviewed by: _____

Title _____

City Manager

Attachment(s)

Human Resources Department / Month End Report

Recruitment/Positions filled

The City has continuous recruitment for Police Officer and/or Police Officer Recruit and Part-time Firefighters.

New Hires

There are new hires to report for April.

Employment Terminations

We wish a happy retirement to Angie Zipperer, former Executive Assistant to the Chief of Police.

One employee resigned from employment, for a total of 2 separations from employment during April.

City Employment

The City ends the month of January with 100 full time employees.

The chart below illustrates the percentage distribution by department of full-time employees with actual employee count by department to the right of each department.

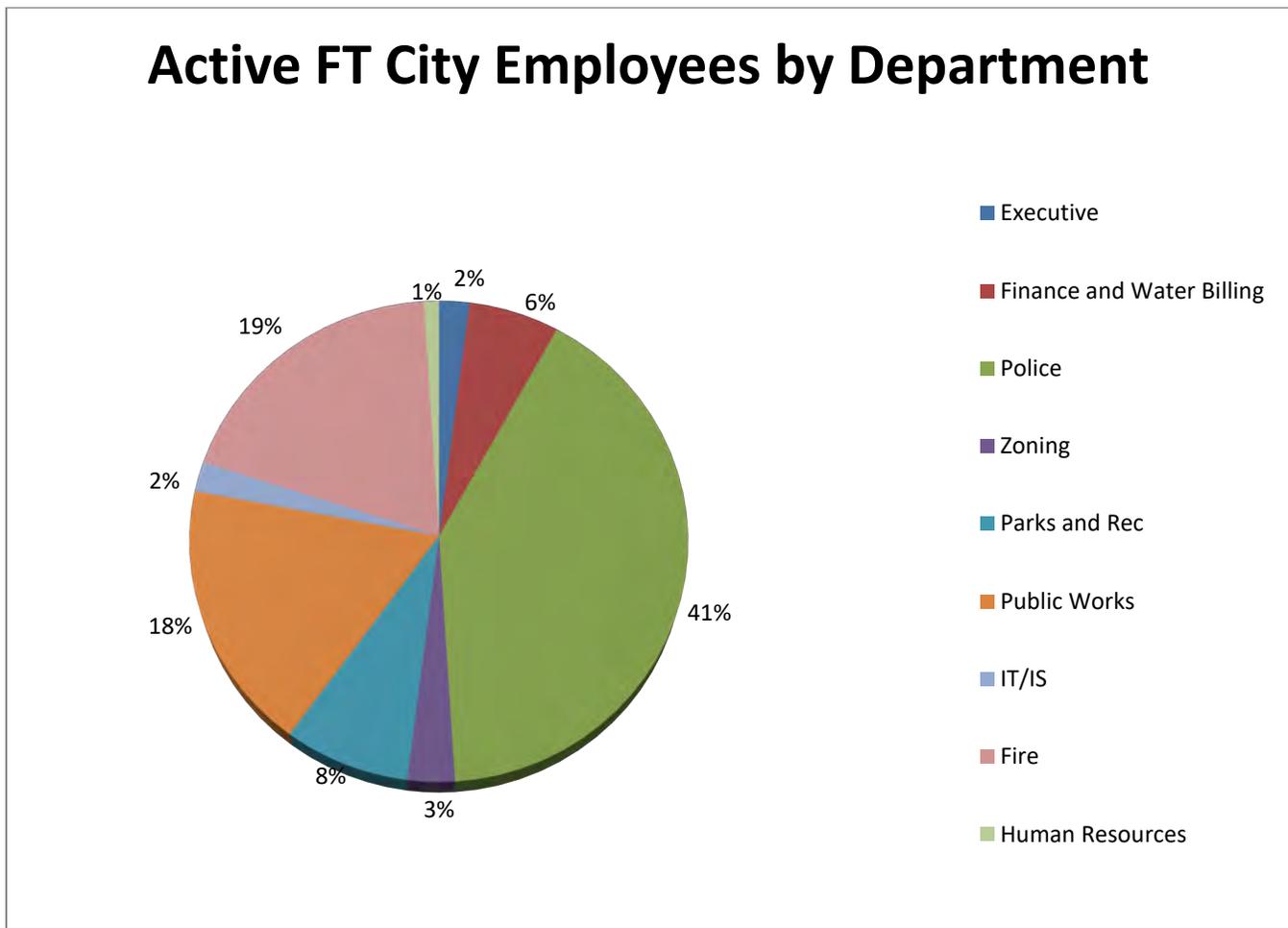


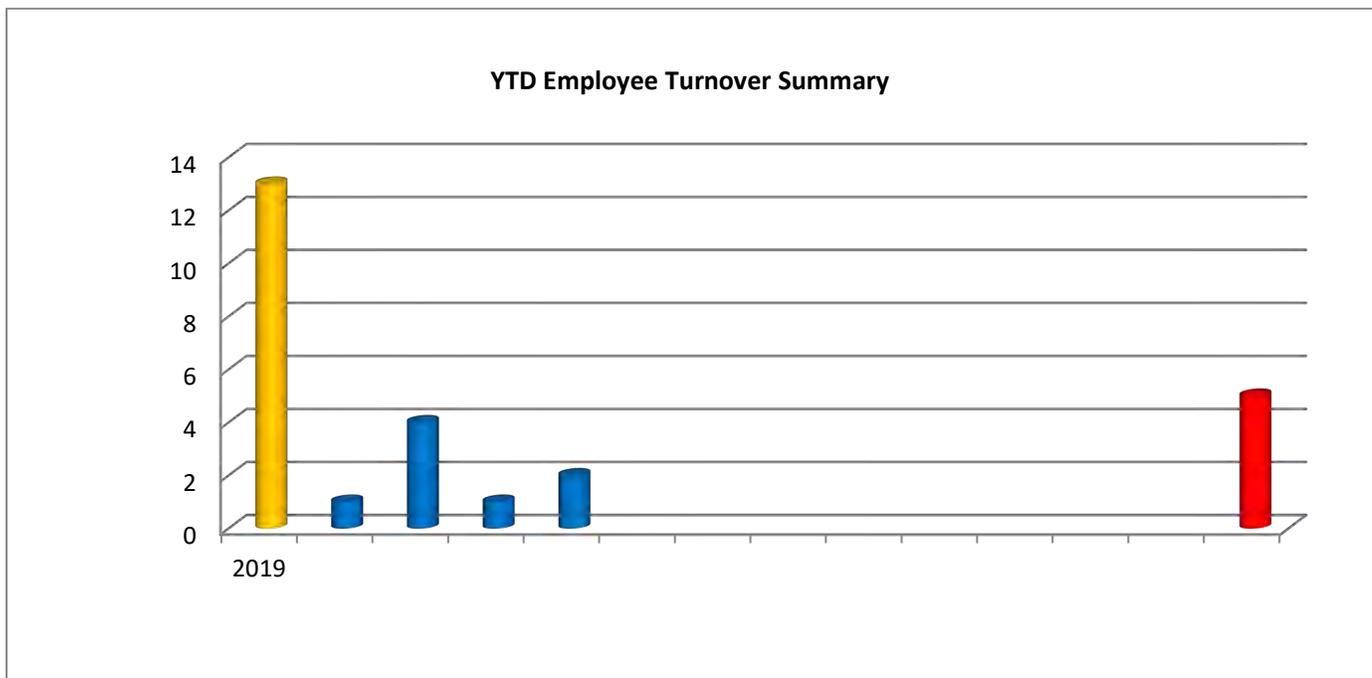
FIGURE 1 NOTE: 2020 TOTAL COUNCIL APPROVED/BUDGETED POSITIONS IS 114

EMPLOYEE TURNOVER DATA

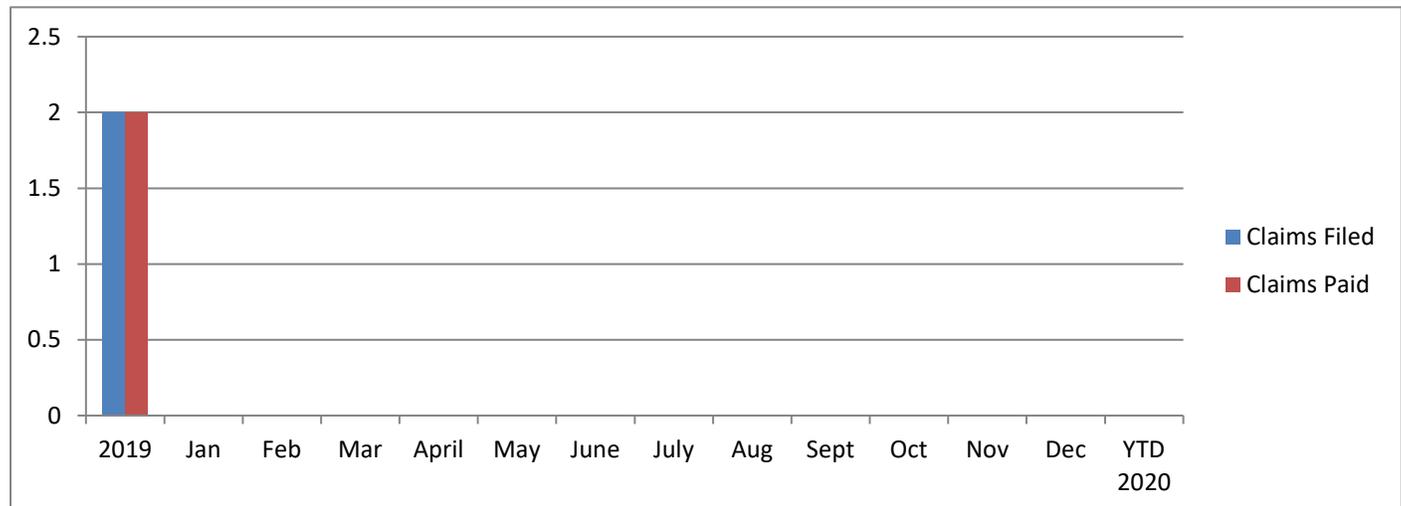
The City's turnover rate per month

- January 1%
- February 4%
- March 1%
- April 2%

The graph below illustrates turnover in full time positions for current year 2019 compared to turnover occurring in the previous year.

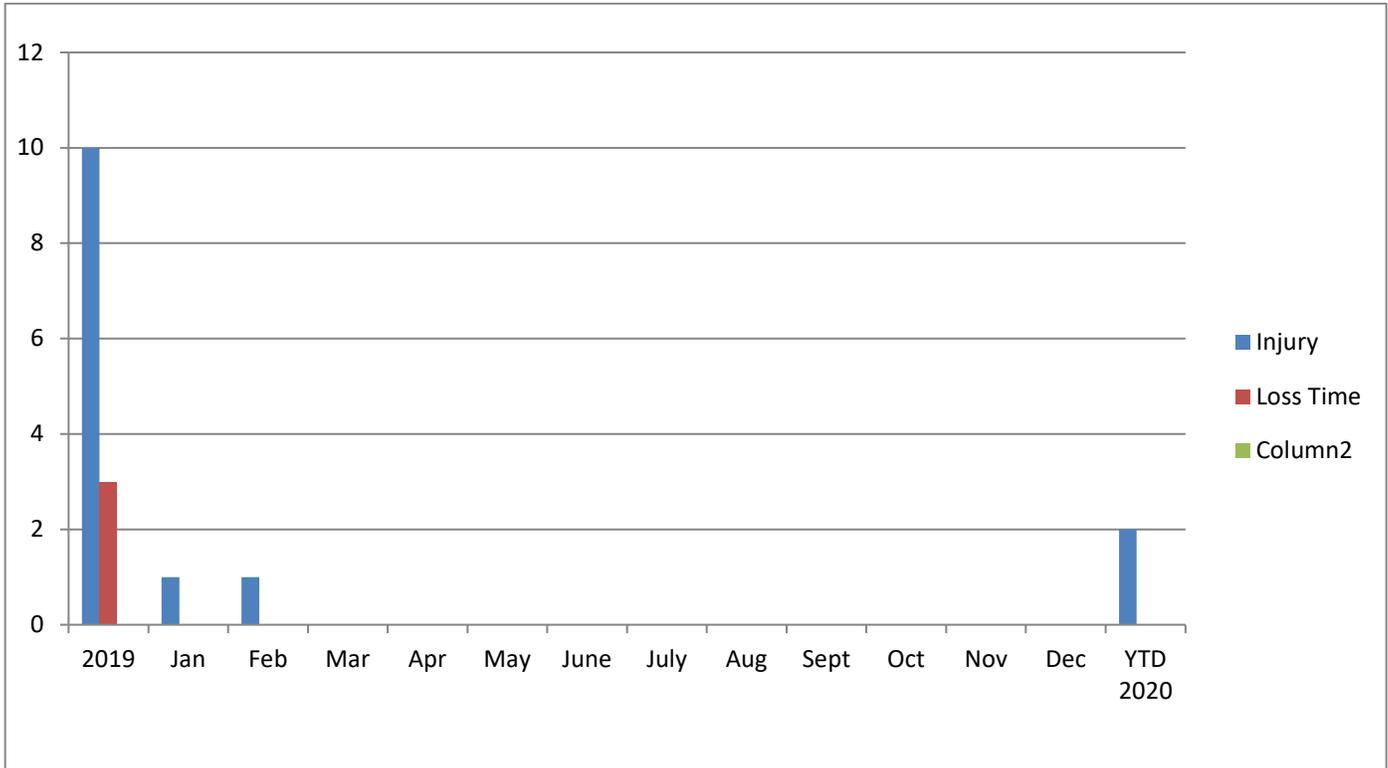


Unemployment Claims: No unemployment claims received to date in 2020.



Workers Compensation

No workplace accidents since February.



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 5/4/2020
SUBJECT: *Technology Department Report for the Month of April 2020*

Report in Brief

The Technology and Building Department Monthly Status Report includes a wide variety of information in an effort to better inform the public and the City Council.

Prepared by: Benjamin Brengman
Title Director of Information Technology

Reviewed by: _____
Title _____

Ron Feldner, City Manager

Attachment(s)

Technology Report

- Setup remote laptops to 10 City employees.
- Working on updating the Garden City website.
- Finishing computer upgrades to Windows 10.

Social Media

- Currently we have 1240 followers on Facebook and 503 followers on twitter.
- Please visit our website for the latest on COVID-19.

Building Maintenance

- Replaced the grounding of the air handler on Police Department side of City Hall.
- Grounds maintenance is now being done by the Park Department

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
Parks & Recreation

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: April 29th, 2020

SUBJECT: *Parks & Recreation 2020 April Report*

Report in Brief

The Parks & Recreation Monthly Status Report includes a summary of the monthly activities and projects of all divisions within the Department. This report also provides information regarding key items of interest and/or activities throughout the month. Our staff continues to relish opportunities to provide quality programming and facilities to our residents. We encourage all residents to engage themselves in a program of choice and begin reaping the emotions and physical rewards associated with teamwork, interaction and physical and mental activity.

For all of us, young and old, regular physical activity needs to remain an important part of our lifestyle and is an important strategy for staying healthy. Physical activity fosters normal growth and development and can make people feel better, function better, sleep better and reduce the risk of a large number of chronic diseases.

During this pandemic please practice social distancing while staying physically active.

The operations detail contained in this report is for the Month of April 2020 and all related information is current as of April 29, 2020.

Prepared by: Cliff Ducey
Title Parks & Recreation Director

Reviewed by: _____
Title _____

Ron Feldner, City Manager

Attachment(s)

**Parks & Recreation Department
Status Report
Summary - April 2020**

Adult/Youth/Sports Programs & Community Relations Activities/Events

Currently most of the Garden City Recreational facilities are temporarily closed to the public due to the COVID-19 Pandemic.

We will open these facilities when the Governor and state and local authorities determine it is safe. We anticipate that there will be additional guidelines to work with once we do open our recreation facilities again.

Adult Programs

Senior Center –Closed to the Public

- Our Sr. Center staff is completing some jobs and spring cleaning at the center while it remains closed to the seniors.
- Sr. Center Staff have been working on the outside landscaping and this week is painting the posts around the walkway.
- Staff made over 1000 face masks during the month of April.
- Senior Center staff continues to take bread, sweets, bottle water, toilet tissue, mask, and fruit to the seniors.
- On April 27th, staff delivered to the 52 seniors that normally attend the Garden City Senior Center.
- Also on a weekly basis, Judy Roundtree telephones the Seniors that live by themselves to just check up on them or see if they need anything.

Every year in May, Older Americans Month recognizes the contributions of older adults across the nation. While raising families and building careers, older Americans also gave back to their communities in a variety of ways.

Older Americans Month also serves to raise awareness concerning elder abuse and neglect. As we age, the risk of abuse and neglect increases. We must be sure resources are in place to protect our older population from the risks of abuse and neglect. One way is to maintain involvement in community activities and social activities. It helps to maintain our overall health and vitality. President Gerald Ford proclaimed May Older Americans Month in 1976.

Youth Programs

Cooper Center—Closed to the Public

Starting June 1st we will start back up our Kids Café at the Cooper Center for school age kids. We will provide free Breakfast and lunch Monday through Friday. The only change from previous years is that we will set up **outside for Grab and Go boxes only.**

The Garden City Cooper Center is currently closed to the public due to the COVID-19 Pandemic.

We will open these facilities when the Governor and state and local authorities determine it is safe. We anticipate that there will be additional guidelines to work with once we do open our recreation facilities again.

Sports Programs/Activities

Our Garden City youth Recreation baseball practices started at the beginning of March, but we suspended practice due to the Covid-19 pandemic. We hope to pick back up in late May.

Summer Day Camp...*“Camp Eagle”*

Currently on hold

The Garden City Gym is currently closed to the public due to the COVID-19 Pandemic.

We will open these facilities when the Governor and state and local authorities determine it is safe. We anticipate that there will be additional guidelines to work with once we do open our recreation facilities again

Park Maintenance:

We are in the growing season!

All Garden City Parks, Garden City Stadium and baseball fields are being maintained as usual by our Parks and Recreation maintenance staff.

RESOLUTION

WHEREAS, the City's public works department recently discovered substantial damage in the drainage pipeline system running in a southeasterly/northwesterly direction between Camellia Avenue and Azalea Avenue, said system being at least 25 years old with some sections and nearing their life expectancy; and,

WHEREAS, in order to assess the internal condition of the pipeline and determine the best course of action for addressing the damage, it is necessary for the City to immediately engage the services of a contractor to collect videos and photos of the internal condition of the pipelines using specialized equipment; and,

WHEREAS, based on the observed condition of the subject pipelines and using the camera assessment data, it is necessary for the City to immediately engage the services of a vacuum truck contractor to remove the sediment and other debris which has been introduced into the pipeline system as a result of the damage and which has contributed to the current malfunctioning of the drainage pipeline; and,

WHEREAS, the initial budget estimate to complete the camera assessment and sediment removal work has been established at \$15,000.00 to address the conditions as understood at this time; and,

WHEREAS, in order develop a set of engineering plans and specifications from the above-mentioned videos and photos that will enable the City to properly solicit formal contractor bids to perform the repair/replacement work, it is further necessary for the City to engage the services of its consulting engineer, Maxwell Reddick and Associates to survey the damaged sections of pipeline at the estimated cost of \$7,500.00, and then develop plans and specifications for the repair and/or replacement of the damaged drainage components for a design fee that will be determined after the survey work is completed; and,

WHEREAS, time is of the essence to immediately take action and contract for the above-described services which, if not immediately performed, will delay the needed repairs to a drainage system which could result in additional damage from the already collapsed pipe systems; and,

WHEREAS, there are adequate funding sources available to sufficiently cover the estimated cost of the above-mentioned preliminary work as well as the expenses which are anticipated for repairing and/or replacing the damaged components of the pipeline system;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council for Garden City, Georgia, that the City Manager be authorized to spend up to \$22,500.00 for preliminarily addressing the damage to the Camellia/Azalea Avenue drainage pipeline system through (i) the hiring of a camera contractor to take videos and photos of the internal condition of the system, (ii) the retaining of a vacuum truck contractor to remove the debris currently within the pipeline, and (iii) the engagement of Maxwell Reddick and Associates to survey the pipeline system based on the above-mentioned photos and videos, and that the City Manager be further authorized to spend whatever additional minimal costs may be associated with any reasonable and necessary contract change orders that may arise through the course of such work due to unforeseen/unanticipated conditions.

BE IT FURTHER RESOLVED that the City Manager be authorized to engage the additional services of Maxwell Reddick & Associates to develop plans and specifications for the repair and/or replacement of the damaged drainage components at a fee to be negotiated once the above-mentioned surveying work has been performed and the scope of the necessary repair work is better known.

BE IT FURTHER RESOLVED that the cost of the above-mentioned authorized work, as well as the anticipated repair/replacement expenses for the drainage pipeline system, be funded by the City's Stormwater Utility Fund, which had a surplus of \$78,825 as of March 31, 2020.

Adopted and approved this 4th day of May, 2020.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this 4th day of May, 2020.

DON BETHUNE, Mayor



Ronald A. Feldner, P.E.
City Manager

MEMORANDUM

To: Mayor and City Council
From: Ron Feldner
Date: May 1, 2020
Re: City Drainage Project Memorandum

The purpose of this memorandum is to provide updates on some ongoing drainage issues/projects within the City. The recent rainfall events that the City has experienced has contributed to large quantities of stormwater runoff being generated and then flowing through our systems. The City staff is dealing with issues throughout the City but I want to provide some details on two specific projects.

Chatham Villa Subdivision

In 2019, the City Council awarded a contract to Mill Creek Construction to build some specified drainage improvements within Chatham Villa. They are substantially complete at this time and it appears that the improvements have helped alleviate several recurring drainage issues. I base this comment on my conversations last week with Bruce Campbell who has firsthand knowledge of the “before and after” aspects of the recent work. He stated to me that several areas that previously did not drain well have been much improved as a result of the recent work. However, there are still more issues that we are in the process of addressing and these issues include:

- Public Works staff commenced ditch maintenance activities on the north and east sides of Chatham Villa where the City has ownership of the ditches and the legal access to perform work.
- Public Works staff contacted CSX Railroad and placed a work order request in to CSX to request their crews to maintain the ditches along the rail lines on the west and south sides of Chatham Villa where CSX has ownership. CSX will not allow any outside party to enter into their right of way to perform work for safety reasons.
- Once Public Works completes the perimeter ditch maintenance work, they will be moving their resources to work on some of the interior areas of the subdivision where the City has access rights via existing easements to perform work.

In closing, I will say that Chatham Villa will always be a challenging area to maintain because it is extremely flat so the rainfall must find its way through the yards and streets until it discharges into the surrounding larger ditch systems. Any obstruction in the yards (i.e. fences, sheds, etc) can impede the flow and cause areas to become more problematic. We have observed numerous chain link fences in the yards of these properties which often times obstructs flow due to vegetation and accumulated leaves. Fortunately, most of the house foundations in the neighborhood are built up slightly higher than the streets so the streets and roadside ditches handle most of the flow after a rainfall event.

Camellia Avenue and Azalea Avenue

The City staff has recently become aware that the existing pipe systems in this area that flow southeast to northwest are heavily damaged. Our best estimation is that the pipe systems are at least 25 years old and nearing their life expectancy. I have attached photos below to display the damage observed.



Address: 100 Camellia Avenue

The City staff also recently had to make a temporary repair on the same pipe system further downstream to the north in the backyard of 105 Azalea Avenue. The recent photos below display the damaged area both before and after the City staff installed a short term repair.



105 Azalea Avenue

The issues that we have discovered with the pipe systems that flows between Camellia Avenue and Azalea Avenue are significant and the potential expense to repair and replace these pipe systems could be on the order of \$100,000 or more. We have initiated work on the project with a camera contractor to obtain data as to the internal conditions within the pipes. Based on the preliminary findings of the camera assessment work, the internal conditions of the pipes shows extensive accumulation of sediment/debris that is causing significant obstruction of flow at this time. As such, we have initiated some targeted removal of sediment and debris in an effort to clear the major obstructions that are present within the pipes.

The final construction plan will involve debris removal, pipe replacement and pipe repair the extent of which is not fully known at this time. In order to devise and implement the repair and replacement plan, I want to engage the services of Maxwell Reddick Engineers to survey the pipe systems and to develop a plan to repair and replace the damaged components. Furthermore, their work will also involve development of a set of engineering plans and specifications that will enable the City to properly advertise for formal contractor bids and award the future work to a contractor based on the process defined in the City's procurement procedures.

At the May 4, 2020 meeting, I am requesting an initial budget allocation for the Camellia Avenue and Azalea Avenue project in accordance with the following:

1. Maxwell Reddick Survey Work - \$7,500
2. Camera Contractor and Vacuum Truck Contractor - \$15,000

Note 1: Maxwell Reddick will need to be authorized an engineering design budget after the survey work is completed.

Note 2: The vacuum truck contractor's final cost will be dependent on the total quantity of material that is removed from the pipe systems and that amount is unknown at this time.

Funding Source

The City will utilize the Stormwater Utility fund to pay for the expenses associated with this project. As of 3/31/20, the fund had a surplus of about \$78,825 for FY2020.

Recommendation

Based on the information in this memo, the recommendation made to the City Council is to authorize an initial \$22,500 to cover the noted costs above as well as to address likely work changes that occur as we get more into the project.

Please contact me with any questions regarding the information contained in this memo.

END OF MEMORANDUM

GARDEN CITY RESOLUTION

WHEREAS, the Mayor and Council of Garden City, Georgia, are desirous of classifying as surplus property six (6) of its police vehicles which are more particularly described in the attached Exhibit "A" by reason of said vehicles no longer serving any public purpose by reason of their multiple mechanical issues necessitating excessive repair costs and/or by reason of their excessive mileage;

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

1. The six (6) police vehicles described in the attached Exhibit "A" are hereby classified as surplus property by reason of their no longer serving any public purpose and because no future public use for the property can be reasonably anticipated.
2. The Police Department is hereby authorized to dispose of the vehicles numbered 1 and 3 on the attached Exhibit "A" which could still be operational if overhauled by arranging for same to be sold at auction pursuant to State law, and to dispose of the vehicles numbered 2, 4, 5, & 6 on the attached Exhibit "A" which are out of service and beyond repair by using the same for spare parts on other police cars and selling the balance of the vehicle as scrap metal.
3. The proceeds from the sale of the subject police vehicles or any portion thereof shall be placed in the City's general operating fund and earmarked for the Police Department's vehicle maintenance and operations.

ADOPTED this 4th day of May, 2020.

RHONDA FERRELL-BOWLES,
Clerk of Council

Received and approved this 4th day of May, 2020.

DON BETHUNE, Mayor

EXHIBIT "A"

1. Unit 0901: 2009 Ford Explorer, VIN: 1FMEU63EX9UA23520. Out of service for mechanical Issues and has excessive mileage, 144,600. Recommendation sale at auction.
2. Unit 0913: 2009 Crown Victoria, VIN: 2FAHP71V49X141093. Out of service for mechanical Issues and has excessive mileage, 118,182. Recommendation sale to salvage yard.
3. Unit 0931: 2009 Crown Victoria, VIN:2FAHP71V09X101397. Out of service for mechanical issues and high mileage, 132,920. Recommendation sale at auction.
4. Unit 0934: 2009 Crown Victoria, VIN: 2FAHP71V29X141092. Out of service for mechanical issues and high mileage, 196,690. Recommendation sale to salvage yard.
5. Unit 1037: 2010 Dodge Charger, VIN: 2B3AA4CT1AH161552. Out of service for mechanical issues and high mileage, 128108. Recommendation sale to salvage yard.
6. Unit 1318: 2013 Dodge Charger, VIN: 2C3CDXAT1DH558528. Out of service for mechanical issues. Recommendation sale to salvage yard.

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO RENEW ITS OCCUPATIONAL TAX REVENUE ENHANCEMENT AGREEMENT WITH AVENU INSIGHTS & ANALYTICS, LLC (f/k/a/ PRA GOVERNMENT SERVICES, LLC, d/b/a RDS) FOR THE RECOVERY OF OCCUPATIONAL TAX REVENUE FROM BUSINESSES IN THE CITY NOT ON THE CITY'S CURRENT OCCUPATION/TAX REGISTRATION LIST; TO AUTHORIZE THE CITY'S CITY MANAGER TO EXECUTE THE RENEWAL CONTRACT; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, in July 2015, Garden City entered into that certain Tax Revenue Enhancement Agreement (Business License Discovery/Recovery) with PRA Governmental Services, LLC, d/b/a RDS (n/k/a Avenu Insights & Analytics, LLC ["AVENU"]), for the providing of occupational tax administrative services; and,

WHEREAS, on November 5, 2018, the City exercised its option under the above-mentioned agreement to renew same by entering into a renewal contract titled "Tax Revenue Enhancement Agreement for Business Tax Discovery/Recovery" (the "Agreement") with a term of one and one-half (1 ½) years after which the City is given the option to renew annually for two (2) years, said Agreement being terminable without cause at any time by either party by providing thirty (30) days' notice of such termination to the other party; and,

WHEREAS, AVENU's satisfactory performance of its specialized business tax discovery/recovery services since July 2015 provides justification for the City's exercising its first option under the Agreement to renew same for one (1) year commencing May 1, 2020; and,

WHEREAS, the City deems entering into the renewal contract with AVENU for the provision of such business tax discovery/recovery services to be in its economic best interest by reason of maximizing its tax collections and minimizing the administrative costs associated therewith.

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

1. The City is hereby authorized to enter into that certain "First Amendment to the Tax Revenue Enhancement Agreement for Business Tax Discovery/Recovery Between Garden City and Avenu Insights & Analytics, LLC," attached hereto as Exhibit "A" for the provision of occupational tax administrative services with respect to the recovery of occupational tax from businesses within the City which are unregistered and unknown to the City.

2. The City Manager is hereby authorized to execute the above-mentioned renewal contract, together with any other document necessary to further the intent of this Resolution.
3. The effective date of this Resolution shall be when approved by the Mayor and Council.

SO RESOLVED, this 4th day of May, 2020.

CITY OF GARDEN CITY, GEORGIA

RHONDA FERRELL-BOWLES
Clerk of Council

Received and Approved this 4th day of May, 2020.

DON BETHUNE, Mayor of Garden City, Georgia

EXHIBIT "A"

**FIRST AMENDMENT TO
THE TAX REVENUE ENHANCEMENT AGREEMENT FOR BUSINESS TAX DISCOVERY/RECOVERY
BETWEEN
GARDEN CITY AND
AVENU INSIGHTS & ANALYTICS, LLC**

THIS FIRST AMENDMENT is made and entered into this 28TH day of April, 2020 by and between the , a municipal corporation existing under the laws of Georgia ("City"), and Avenu Insights & Analytics, LLC, a Delaware limited liability company ("CONSULTANT") collectively the Parties.

RECITALS

- On or about November 5, 2018, City and Consultant entered into an agreement to recover Occupational Tax Revenue from businesses in the City not on the City's current Occupation/Tax Registration List ("Agreement")
- The initial term of the Agreement was for a one and one-half years period and with the option to renew annually for the next two (2) years.
- By way of this Amendment No. 1, the Parties desire to extend the terms of the Agreement for an additional one-year period through May 1, 2021.

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

AGREEMENT

1. Amend Section B 2. General Provisions: Term of this Agreement:
Add the following to the end of the paragraph:

City hereby exercises its options to extend the term of the Agreement through May 1, 2021.

2. Other Terms
Except as modified by this Amendment, all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

AVENU Insights & Analytics, LLC

Garden City
a municipal corporation

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO RENEW ITS AGREEMENT WITH AVENU INSIGHTS & ANALYTICS, LLC (f/k/a PRA GOVERNMENT SERVICES, LLC, d/b/a RDS) FOR THE PROVISION OF TAX ADMINISTRATIVE SERVICES WITH RESPECT TO OCCUPATIONAL TAX, HOTEL/MOTEL TAX, MIXED DRINK EXCISE TAX, AND OTHER TAXES DESIGNATED BY THE CITY; TO AUTHORIZE THE CITY'S CITY MANAGER TO EXECUTE THE RENEWAL CONTRACT; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, in October 2013, the City entered into that certain Revenue Administration Service Agreement with PRA Government Services, LLC, d/b/a RDS (n/k/a Avenu Insights & Analytics, LLC ["AVENU"]) for the provision of tax administrative services with respect to occupational tax, hotel/motel tax, mixed drink excise tax, and other taxes designated by the City; and,

WHEREAS, on November 5, 2018, the City exercised its option under the above-mentioned agreement to renew same by entering into a renewal contract titled "Revenue Administration Service Agreement" (the "Agreement") with a term of one (1) year after which the parties could enter into a renewal agreement, said Agreement being terminable without cause at any time by the City by providing ten (10) days' notice of such termination to the AVENU; and,

WHEREAS, AVENU's satisfactory performance of its tax administrative services since October 2013 provides justification for the City's entering into a renewal agreement with AVENU containing the same terms as the Agreement for one (1) year commencing May 1, 2020; and,

WHEREAS, the City deems entering into a renewal agreement with AVENU for the provision of such tax administrative services to be in its best interest.

NOW, THEREFORE, be it resolved by the Mayor and Council for Garden City, Georgia, and it is hereby resolved:

1. The City is hereby authorized to enter into an agreement with Avenu Insights & Analytics, LLC (f/k/a PRA Government Services, LLC d/b/a RDS), to renew for a period of one (1) year, commencing May 1, 2020, the terms and provisions of that certain Revenue Administration Service Agreement between the parties dated November 5, 2018.
2. The City Manager is hereby authorized to execute the above-mentioned renewal agreement together with any other document necessary to further the intent of this Resolution.

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

SO RESOLVED, this 4th day of May, 2020.

CITY OF GARDEN CITY, GEORGIA

RHONDA FERRELL-BOWLES
Clerk of Council

Received and Approved this 4th day of May, 2020.

DON BETHUNE, Mayor of Garden City, Georgia

STATE OF GEORGIA

RESOLUTION

COUNTY OF CHATHAM

WHEREAS, Georgia Southern University, Herty Advanced Materials Development Center (“Herty AMDC”), desires to enter into a new five-year agreement with the City for the receipt, treatment, and disposal of Herty AMDC’s pre-treated waste materials, in place of that certain agreement between the City and Herty Foundation dated May 31, 1973, as subsequently amended or modified, for the purpose of increasing its daily average flow and daily maximum flow of industrial and domestic waste water into the City’s Water Pollution Control Plant from 200,000 gallons per day to 300,000 gallons per day; and,

WHEREAS, the agreement (without exhibits) attached hereto as Exhibit “A” is the product of the negotiations between the management and legal representatives of the City and Herty AMDC, the goals of which were to accommodate Herty AMDC’s need for increased capacity in excess of the pre-treated industrial wastewater flow authorized by the current agreement between the City and Herty AMDC, and to compensate the City for the extra services being provided to Herty AMDC;

WHEREAS, the Mayor and Council have found the negotiated agreement not to impair the capacity of the City’s Water Pollution Control Plant to handle the wastewater treatment needs of planned development likely to occur with the City’s limits, nor to create the likelihood that the Plant will violate applicable water pollution regulations; and,

WHEREAS, the Mayor and Council have further found the negotiated agreement to suitably and fully compensate the City for the extra services being provided thereunder to Herty AMDC; and,

WHEREAS, the City is authorized to enter into the negotiated agreement pursuant to the Constitution and laws of the State of Georgia;

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

1. The City shall enter into the agreement attached hereto as Exhibit “A” with Herty AMDC setting forth the terms and conditions for the City’s receipt, treatment, and disposal of Herty AMDC’s pre-treated waste materials.

2. The City Manager is hereby authorized to execute, on behalf of the City, the agreement attached hereto as Exhibit “A” in the name of the City, with the Clerk of Council’s attestation to said Manager’s signature.

SO RESOLVED this 4th day of May, 2020.

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this 4th day of May, 2020.

DON BETHUNE, Mayor

EXHIBIT "A"

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2020, between GARDEN CITY, GEORGIA, a municipal corporation created under the laws of the State of Georgia, hereinafter referred to as the "City," and GEORGIA SOUTHERN UNIVERSITY, HERTY ADVANCED MATERIALS DEVELOPMENT CENTER, a corporation organized and existing under the laws of the State of Georgia, and authorized to transact business in the State of Georgia, hereinafter referred to as "Herty AMDC" or "Herty Foundation."

W I T N E S S E T H:

WHEREAS, the City owns and operates a Publicly Owned Treatment Works (POTW) including a sewerage system and wastewater treatment facility or "Water Pollution Control Plant" (i.e. WPCP) for the collection and treatment of wastewater; and,

WHEREAS, on May 31, 1973, the City entered into an Agreement with Herty Foundation, to receive, treat, and dispose of the Foundation's pre-treated waste up to a maximum flow of thirty-six thousand (36,000) gallons per day from its facilities located at 110 Brampton Road, Savannah, Georgia 31408, Chatham County, Georgia, into the sewerage system of the City; and,

WHEREAS, on November 1, 1991 (First Supplemental Sewage Treatment Agreement Between Garden City and Herty Foundation), the City entered into an Agreement with Herty Foundation, to receive, treat, and dispose of the Foundation's pre-treated waste up to a maximum flow of seventy thousand (70,000) gallons per day; and,

WHEREAS, Herty Foundation on October 31, 1992, exercised the option included in the November 1, 1991 Agreement (First Supplemental Sewage Treatment Agreement between Garden City and Herty Foundation), to increase the quantity of pre-treated wastewater up to a maximum flow of one hundred thousand (100,000) gallons per day; and,

WHEREAS, in 2012 The State of Georgia transferred management of Herty AMDC to Georgia Southern University; and,

WHEREAS, on September 21, 2016, Georgia Southern University requested a modification for Industrial Pretreatment Permit GAP50302 by Georgia Department of Natural Resources (DNR) Environmental Protection Division (EPD) to increase the daily average flow and daily maximum flow to two hundred thousand (200,000) gallons per day; and,

WHEREAS, on October 12, 2016, Herty AMDC, Georgia Southern University; obtained a Draft Permit Modification for Industrial Pretreatment Permit No. GAP050302, issued by Georgia DNR EPD, that increases the daily average flow and daily maximum flow to two hundred thousand (200,000) gallons per day, and,

WHEREAS, on January 11, 2017, Georgia DNR EPD, issued a modified Industrial Pretreatment Permit No. GAP050302 to Georgia Southern University; Herty AMDC, increasing daily average flow and daily maximum flow to two hundred thousand (200,000) gallons per day, and,

WHEREAS, Georgia Southern University; Herty AMDC operated its facility and discharged wastewater in excess of 100,000 gallons per day average monthly flow seven months during the period January 2017 through August 2019, exceeding the wastewater discharge allowed by the amended November 1, 1991 Agreement (First Supplemental Sewage Treatment Agreement Between Garden City and Herty Foundation); and,

WHEREAS, on October 10, 2019, the City entered into an Agreement with Georgia Southern University; Herty AMDC, to increase the quantity of pre-treated wastewater up to a maximum flow of two hundred thousand (200,000) gallons per day; and,

WHEREAS, Georgia Southern University; Herty AMDC desires to increase its discharge of industrial and domestic wastewater discharge flow from two hundred thousand (200,000) gallons per day to a flow of three hundred thousand (300,000) gallons per day daily maximum flow and monthly average daily flow, into Garden City POTW; and,

WHEREAS, on April 16, 2020, Georgia DNR EPD, issued a modified Industrial Pretreatment Permit No. GAP050302 to Georgia Southern University; Herty AMDC, increasing daily average flow and daily maximum flow to three hundred thousand (300,000) gallons per day, and,

WHEREAS, Georgia Southern University; Herty AMDC desires to enter into an agreement with the City on the terms and conditions hereinafter stated, pursuant to which the City shall treat and dispose of pre-treated industrial wastewater; and,

WHEREAS, the City has found that it would be suitably and fully compensated by Georgia Southern University; Herty AMDC for the extra service which the latter has required prior to the date of execution of this Agreement; and,

WHEREAS, the City and Georgia Southern University; Herty AMDC determined that they are authorized to enter into this contract by the Constitution and Laws of the State of Georgia.

NOW, THEREFORE, in consideration of the promises and the mutual covenants, benefits and agreements herein contained, the parties hereto mutually agree as follows:

ARTICLE I

1. This Agreement supersedes all previous Agreements with Herty Foundation and Herty AMDC, and Georgia Southern University Herty; AMDC.

ARTICLE II

1. This Agreement shall be for a period of five (5) years to generally coincide with the renewal date of May 1, 2025, as established in the Industrial Pretreatment Permit No. GAP050302 unless otherwise terminated or extended as provided herein. Garden City and Georgia Southern University; Herty AMDC hereby agree that such duration is reasonable and necessary in light of the purposes of this Agreement.

ARTICLE III

1. The City shall receive, treat and dispose of Georgia Southern University; Herty AMDC's domestic sanitary wastewater and pretreated industrial wastewater as outlined herein. Georgia Southern University; Herty AMDC agrees to construct pretreatment, sampling and metering facilities as may be required by the City and the design plans for the pretreatment and monitoring facilities must be submitted for review by the City and be approved in writing by the City prior to installation. In accordance with Part I, Section A of the Industrial Pretreatment Permit No. GAP050302 dated April 16, 2020 for Georgia Southern University; Herty AMDC facility, Georgia Southern University; Herty AMDC is permitted to discharge a 30-day average daily flow and daily maximum flow up to 0.300 MGD (Million Gallons per Day), (or 300,000 gallons per day) of pre-treated industrial wastewater including domestic wastewater from its facility to the City's POTW. A copy of Permit No. GAP050302 is included as Exhibit A. All waste delivered to the City's POTW shall be subject to pretreatment consisting of screening, settling, flow and strength equalization, oil and grease removal and neutralization, and shall be in strict compliance with all rules, regulations, statutes, ordinances and other requirements as the City may adopt in regulation of the treatment of sewage discharging into the City's POTW including those set forth in this Agreement.

2. Georgia Southern University; Herty AMDC may discharge up to 0.300 MGD 30-day average daily flow and daily maximum flow while maintaining an Industrial Pretreatment Permit from the State of Georgia EPD, which allows for increase in discharge flowrate, and upon payment of required tap fees to the City to increase the capacity from 200,000 gallons per day to 300,000 gallons per day as outlined in Article VI.

3. In addition to the aforementioned discharge limitation (the "Discharge Limitations"), Georgia Southern University; Herty AMDC shall not discharge into the City's sewerage system any wastewater that exceeds concentration limits for parameters specified in Garden City Pretreatment Effluent Limits, attached hereto as Exhibit B, or containing any characteristics in a quantity determined to be excessive by the City in its sole judgment including, but not limited to the following:

a. Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit.

b. Any water or waste which may contain more than 100 parts per million (ppm), by weight of fat, oil or grease or any water or waste containing oil, grease or other substances that will solidify or become viscous at temperatures between 32 degrees and 150 degrees Fahrenheit.

c. Any gasoline, benzene, naphtha, fuel oil, motor oil, mineral spirits, commercial solvent or other flammable or explosive liquid, solid or gas.

d. Any water or waste that contains more than ten (10) parts per million (ppm) by weight, of gases such as hydrogen sulfide, sulfur dioxide or nitrous oxide; any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, offal, plastics, wood, paunch, manure, hair and fleshings, entrails, lime slurry, lime residues, beer or distillery slops, chemical residues, paint or ink residues, cannery waste, bulk solids or any other solid or viscous substance capable of causing obstruction to the flow in the sewers or other interference with the proper operation of the City ' s sewerage system and the WPCP.

e. Any waters or wastes having a pH lower than 6.0 or higher than 9.0 (or as required by the Industrial Pre-Treatment Permit) at any time or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the POTW.

f. Any wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any of the sewerage treatment process or to constitute a hazard to humans or animals or to create any hazard in the receiving waters of the WPCP.

g. Any waters containing suspended solids of such character and quantity that unusual provision, attention or expense is required to handle such materials at the WPCP.

h. Any noxious or malodorous gas or substance capable of creating a public nuisance or hazard to life or preventing entry into sewers for their maintenance, inspection, and repair.

i. Any waters containing quantities of radium, naturally occurring or artificially produced by radioisotopes in excess of presently existing or subsequently accepted limits for drinking water as established by the National Committee on Radiation Protection and Measuring.

j. Any concentrated dye waste, spent tanning solutions or other wastes which are highly colored or wastes which are of unusual volume, concentration of solids or composition that may create obstructions to the flow in sewers or other interference with the proper operation and treatment of effluent of the sewer system of the WPCP.

k. Any water waste which cannot be or sufficiently treated and which causes the WPCP effluent to fail to meet the requirements of agencies having jurisdiction over discharge to the receiving waters.

l. Any water or waste which the City determines is capable of causing interference with the proper operation of the WPCP.

m. Any waters or waste in volumes or with constituents, such that after dilution in the existing municipal sewage, the sewers or the WPCP would be affected to the detriment of the City.

ARTICLE IV

1. The treatment of Georgia Southern University; Herty AMDC's wastewater, as defined herein, by the City shall be of such type and degree as may be necessary to provide a minimum of primary treatment meeting industrial pretreatment permit limits or equivalent at all times. In the event that during the term of this Agreement, Georgia Southern University; Herty AMDC shall require capacity in excess of the authorized pre-treated industrial wastewater flow as specified in Article III of this Agreement and/or the "Discharge Limitations" specified in the aforementioned Industrial Pretreatment Permit, and provided that the regulatory agency has authorized such permit changes, the City agrees to renegotiate in good faith such maximum limits and the compensation, terms and conditions on which the treatment shall be rendered. Furthermore and with it being understood that the City shall be under no obligation to renegotiate the Agreement if in the City's sole discretion the City determines that the capacity of its system will be exceeded after factoring in planned development likely to occur within the corporate limits of Garden City during the relevant time period, the City shall not be under any obligation to increase the existing capacity or treatment capability of the WPCP unless suitably compensated by Georgia Southern University; Herty AMDC on such terms and conditions as may be acceptable to the City.

ARTICLE V

1. For the purpose of monitoring characteristics of its pre-treated industrial wastewater discharge, Georgia Southern University; Herty AMDC shall maintain records of discharge analyses and flow according to the requirements of the Industrial Pretreatment Permit No. GAP050302 dated April 16, 2020 and parameters listed below. If any sample exceeds the "Discharge Limitations" specified in the Industrial Pretreatment Permit or Garden City Pretreatment Effluent Limits, then such daily discharge in excess of said amounts shall be immediately reported to the City in writing within 24 hours by furnishing the City with the analytical data and flow records.

For every month of the year, Georgia Southern University; Herty AMDC shall furnish copies of each discharge analysis, copies of daily operational bench sheets, and daily wastewater flow measurement records to the City. The records shall be furnished in a consolidated statement by the 20th day of the following end of the previous month. At a minimum the following parameters shall be included in the monthly monitoring reports submitted to the City:

Daily Flow (gpd)	TKN (mg/L)
BOD ₅ (mg/L)	Ammonia (mg/L)
COD (mg/L)	Phosphorus (mg/L)
TSS (mg/L)	FOG (Fats, Oil, and Grease) (mg/L)
pH (S.U.)	Flow meter calibration records (furnished once per year)

All measurements, tests, and analyses of the characteristics of water and wastes to which reference is made in this Agreement shall be determined in accordance with applicable specifications and technical standards. The samples of wastewater shall be collected after pretreatment at a specified control manhole prior to commingling of industrial and domestic sanitary wastewater. The flow measuring device and sample manhole shall be situated at a suitable and satisfactory location and built in a manner approved by the City. The City shall have 24-hour access to the sampling manhole to conduct its own sampling of Georgia Southern University; Herty AMDC's effluent. Georgia Southern University; Herty AMDC shall provide the name and 24-hour emergency contact information for two staff members familiar with the industrial pretreatment operation and who have access to the Georgia Southern University; Herty AMDC industrial treatment facility. The cost of making all analyses of the samplings by the City shall be at the cost of Georgia Southern University; Herty AMDC and the City shall bill Georgia Southern University; Herty AMDC for the cost of the same. Notwithstanding the foregoing, City shall not incur costs under this paragraph that exceed five thousand dollars (\$5,000.00) without prior, written approval from Georgia Southern University; Herty AMDC.

Herty AMDC Contacts:

Primary Contact	Richard Robbins	Phone (912) 963-2652
Secondary Contact	Trip Addison, VP, GSU	Phone (912) 478-5331
Secondary Contact	Robert L. Whitaker, VP, GSU	Phone (912) 478-5491

2. Within 90 days of execution of this Agreement, Herty AMDC shall furnish a set of complete plans for the industrial pretreatment and monitoring facilities; including but not limited to a process schematic, pump flow rates, and the force main plan and profile information from the Herty AMDC pretreatment facility to the Garden City POTW connection manhole on Main Street. The approval of the City of the type, kind, and capacity of the pretreatment facilities shall not relieve Georgia Southern University; Herty AMDC of the responsibility of revamping, enlarging or otherwise modifying such installation to accomplish the pretreatment required by any other regulatory agency having jurisdiction over this matter. The pretreatment facilities operated by Georgia Southern University; Herty AMDC shall be maintained continuously in satisfactory and effective operation by Georgia Southern University; Herty AMDC at its own expense. During the construction phase of the project, the City shall have the right to inspect Georgia Southern University; Herty AMDC pretreatment system and operations for the purpose of determining compliance with the terms of this Agreement and the approved plans/specifications.

3. The flowrate and totalized flow recorded by and electromagnetic flowmeter and totalizer installed on the effluent force main at Georgia Southern University; Herty AMDC pump station will form the basis for calculation and subsequent payment of sewer usage charges for the facility as hereinafter set forth.

4. Georgia Southern University; Herty AMDC will install at its expense a City approved electromagnetic flow flowmeter with a continuously recording totalizing and composite sampler. The magnetic flowmeter indicator will be located in a panel at Georgia Southern University; Herty AMDC pump station and designed to indicate the flowrate in gallons per minute and totalized flow in gallons. The flowmeter indicator shall have a 4-20 mA analog output

connection for a composite sampler connection. The flowmeter shall be calibrated at least once per year and calibration records shall be provided to the City within 30-days after the date of calibration. Georgia Southern University; Herty AMDC will be responsible for maintaining the accuracy and reliability of the flowmeter in accordance with Industrial Pretreatment Permit No. GAP050302 dated April 16, 2020, but the City may inspect the flowmeter for accuracy and reliability at any time. Georgia Southern University; Herty AMDC understands that the City's ownership and maintenance responsibility ends at the termination point of Georgia Southern University; Herty AMDC private sewage force main located at 153 Main Street, Garden City, Georgia 31408. The existing pump station, sewer lateral, flow meter and sampling devices, and private force main, located within and outside of the right of way limits will be maintained by Georgia Southern University; Herty AMDC at its own cost. In the event that Georgia Southern University; Herty AMDC fails to promptly repair, replace or maintain the flowmeter and sampling devices, the City, in the exercise of its sole discretion, shall be immediately entitled, but not obligated, to perform or cause to be performed such repairs, replacement or maintenance without incurring any liability to Georgia Southern University; Herty AMDC for any damage caused thereby, and Georgia Southern University; Herty AMDC shall pay to the City upon demand the cost thereof.

5. At all times throughout the term of this Agreement, authorized employees of the City shall be permitted to enter and inspect Georgia Southern University; Herty AMDC's pretreatment facilities, control manhole, automatic sampler, flow meter and metering system for the purpose of inspection, observation, measurement, sampling and testing in order to carry out the terms and provisions of this Agreement after giving reasonable notice to Georgia Southern University; Herty AMDC.

ARTICLE VI

1. In order for Georgia Southern University; Herty AMDC to reserve capacity in the City's WPCP and to increase the wastewater discharge from two hundred thousand (200,000) gallons per day to three hundred thousand (300,000) gallons per day including industrial wastewater and domestic wastewater from the facility, Georgia Southern University; Herty AMDC shall pay to the City a sewer tap fee in accordance with the City's applicable ordinances based on an incremental flow of one hundred thousand (100,000) gallons per day resulting in 300,000 gallon per day total flow. The sewer tap fee amount of Three Hundred Twenty Four Thousand Six Hundred Seventy-Five and 00/100 Dollars (\$324,675.00) for the incremental increase of flow of 100,000 gallons per day is payable upon the execution of this Agreement, the receipt of which is hereby acknowledged.

2. In addition to the foregoing sewer tap fees, Georgia Southern University; Herty AMDC shall pay to the City a monthly base charge and usage charge in accordance with the City's applicable water and sewer rate schedule. The monthly base charge REU shall be 1,000 REUs based on 300,000 gpd average daily flow and maximum daily flow. The City shall have the right to adjust the base charge annually to reflect any increased cost in the operating expenses of its WPCP. Furthermore, the City may adjust its water and sewer usage rates and/or the water and sewer base charges at any time, if discharge conditions warrant, in accordance with applicable ordinances.

3. In the event that at any time during the term of this Agreement, more restrictive water pollution regulations are imposed by any governmental agency with which the WPCP is required to comply and additional capital expenditures are required to achieve compliance, the City shall have the right to renegotiate the terms of this Agreement. In such event, if the City and Georgia Southern University; Herty AMDC are unable to agree upon the terms of a new Agreement, in which Georgia Southern University; Herty AMDC accepts an equitable rate increase, the City shall have the option of terminating this Agreement on the day immediately preceding the date of initial operation of the modified WPCP facility.

4. Without prejudice to such other rights or remedies that the City might lawfully avail itself or exercise in the event of failure on the part of Georgia Southern University; Herty AMDC to pay its utility bill by the due date specified on the monthly bill, the City shall have the right, upon the giving of ten (10) calendar days' advance notice in writing to Herty AMDC of its intention to do so, to discontinue sewer service to Georgia Southern University; Herty AMDC until such time as said bill is paid. Service shall be reconnected after delinquencies in Georgia Southern University; Herty AMDC's sewer account, including any Permit and/or Inspection Fees for reconnection of the sewer (which fee amount shall not exceed the actual cost to the City for such reconnection), have been paid.

5. As part of the consideration for the making and performing of this Agreement, Georgia Southern University; Herty AMDC waives and relinquishes any and all rights to contest, now or in the future, the fees and rates of charge established hereunder. Georgia Southern University; Herty AMDC agrees that the fees and rates of charge established hereunder are reasonable, valid, and enforceable.

ARTICLE VII

1. Discharge of certain high strength wastewater from Georgia Southern University; Herty AMDC into the sewer system shall be assessed a monetary surcharge, in addition to the normally required sewer use charges, in an amount to be calculated as shown below. "High strength wastewater" is defined as wastewater which contains BOD, COD, TSS, ammonia, and FOG in excess of those provided in Exhibit B Pretreatment Effluent Limits.

2. The parameters shall be determined by the utilization of the sampling and testing procedures as adopted by Georgia EPD. The amount of the surcharge, for discharging high strength wastewater into the sewer system, shall reflect the cost incurred by the City in handling the excess BOD, COD, TSS, ammonia, and FOG. This surcharge shall include a proportionate share of charges for maintenance and operation of the wastewater treatment facilities, including depreciation and other incidental expenses.

a. Formula. When the concentrations of the surcharged parameters (i.e., BOD, COD, TSS, ammonia, and FOG), exceed the values of the constituents as set forth in Exhibit B Pretreatment Effluent Limits, the excess concentrations shall be subject to a surcharge in the amount derived in accordance with the following formula:

$$P \times D \times 8.34 \times C = \$/\text{month}$$

Where:

"P" is equal to the concentration in mg/l of the parameter being evaluated (BOD, COD, TSS, ammonia, and FOG), which is in excess of the amounts shown in Exhibit B Pretreatment Effluent Limits.

"D" is equal to the user's monthly water consumption in millions of gallons as determined from the user's monthly water meter or sewage flow meter readings.

"8.34" is a conversion factor.

"C" is equal to the unit cost in dollars per pound (\$/lb.) for the treatment of the surcharged parameters. This value shall be established by the City based on actual wastewater treatment costs which shall be revised from time to time as necessary.

3. Quantitative measurement of surchargable parameters. The measurement of the surcharge parameters (BOD, COD, TSS, ammonia and FOG) shall be based on monthly monitoring reports furnished to the City by Georgia Southern University; Herty AMDC. The City reserves the right to conduct sampling of pretreated wastewater for the purpose of determining surchargable parameters. In the event that the City conducts sampling for this purpose, it will be conducted as follows:

a. The City shall sample and test the user as provided in the Agreement not more than two times per year, except that the duration of the sampling to determine surcharge shall be for a period of not less than five calendar days.

b. The City need not provide any prior notice to Georgia Southern University; Herty AMDC with regard to the sampling period.

c. If, in the opinion of Georgia Southern University; Herty AMDC, the samples taken by the City are not representative of the user's typical wastewater, then Georgia Southern University; Herty AMDC may request up to two additional re-samplings. Georgia Southern University; Herty AMDC will be assessed a fee by the City which will be based on the actual costs to the City associated with re-sampling. The City may, but is not required to, provide Georgia Southern University; Herty AMDC with prior notice of the entry. In the event of re-sampling, Georgia Southern University; Herty AMDC will be entitled to receive a split sample for independent testing.

4. The volumes of flow used in computing wastewater surcharges shall be based upon metered wastewater discharge records provided by Georgia Southern University; Herty AMDC that are maintained by the City.

5. Where a discharge causes harm or is perceived to cause harm to the treatment works in violation of this Agreement, the City may void any rights to surcharge for high strength wastes and proceed with any enforcement.

wastewater shall cause the WPCP to violate applicable water pollution regulations (whether presently in effect or as hereinafter modified), or in the event of a continued default or failure of Georgia Southern University; Herty AMDC to comply with the terms of this Agreement after receiving notice of a default or noncompliance and failing to cure same within 15 calendar days thereafter (or within a reasonable time if the default or noncompliance is curable and of a nature which cannot with due diligence be cured within 15 days, but measures are immediately taken to cure the default or noncompliance and are diligently pursued to completion), the City shall have the right to terminate this Agreement immediately. The City shall have authority in such event to immediately disconnect Georgia Southern University; Herty AMDC's sewer system from the City's system. If it is determined that discharges from Georgia Southern University; Herty AMDC facilities are creating a toxic condition at the WPCP, the City shall have the right to temporarily discontinue wastewater service to Georgia Southern University; Herty AMDC until the toxic conditions are resolved to the satisfaction of the City.

4. Nothing herein shall be construed to give any right whatsoever to Georgia Southern University; Herty AMDC in the manner in which the City operates the sewerage system or its WPCP nor shall this Agreement in any way affect the City's right to adopt ordinances, rules, regulations, statutes and codes governing its sewerage system or the WPCP, and services and charges related thereto.

5. Nothing in this Agreement shall be construed as preventing the City from entering into agreements with others for the acceptance of sewer and industrial wastewater.

6. The parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if the remaining provisions continue to conform with the requirements of applicable law.

<SIGNATURES ON THE NEXT PAGE>

IN WITNESS WHEREOF, this instrument has been executed in duplicate originals for and on behalf of Georgia Southern University; Herty AMDC by its duly authorized officer, attested by its secretary and affixed with its corporate seal, and Garden City, Georgia, has caused these presents to be executed by its City Manager, attested by the Clerk of Council and affixed with its seal, all as of the day and year first above written.

**GEORGIA SOUTHERN UNIVERSITY;
HERTY ADVANCES MATERIALS
DEVELOPMENT CENTER (AMDC)**

SEAL

By: _____
Robert L. Whitaker
Vice President for Business and Finance

Attest: _____
Richard Robbins
Plant Manager

GARDEN CITY, GEORGIA

SEAL

By: _____
Ronald A. Feldner
City Manager

Attest: _____
Rhonda Ferrell
Clerk of Council

Attachments:

Exhibit A – Industrial Pretreatment Permit No. GAP050302 dated April 16, 2020

Exhibit B – Garden City Pretreatment Parameter Discharge Limits

RESOLUTION

WHEREAS, Qualawash Holdings, LLC, is required to enter into a new five-year agreement with the City for the receipt, treatment, and disposal of its pre-treated waste materials, in place of that certain agreement between the City and Qualawash Holdings, LLC, dated May 13, 2015, as a result of being re-issued an new Industrial Wastewater Pretreatment Permit by the Environmental Protection Division (“EPD”) of the Georgia Department of Natural Resources (“Georgia DNR”) with an effective date of May 1, 2020, and an expiration date of April 30, 2025, said permit allowing a maximum 30-day average daily flow up to 0.0258 MGD (or 25,800 gallons per day) and a daily maximum of 0.050 MGD (or 50,000 gallons per day) of pre-treated industrial wastewater including domestic wastewater into the City’s Water Pollution Control Plant; and,

WHEREAS, the agreement attached hereto as Exhibit “A” is the product of the negotiations between the management and legal representatives of the City and Qualawash Holdings, LLC, the goals of which were to accommodate the continued need of Qualawash Holdings, LLC, for reserved wastewater capacity at the City’s Water Pollution Control Plant of 0.030 GPD (or 30,000 gallons per day) for average daily flow and maximum daily flow for treatment of pretreated wastewater discharges, and to compensate the City for such continued capacity through an increase in monthly base charge residential equivalent units from 137 to 150 for both water and sewer service; and,

WHEREAS, the Mayor and Council have found the negotiated agreement not to impair the capacity of the City’s Water Pollution Control Plant to handle the wastewater treatment needs of planned development likely to occur with the City’s limits, nor to create the likelihood that the Plant will violate applicable water pollution regulations; and,

WHEREAS, the Mayor and Council have further found the negotiated agreement to suitably and fully compensate the City for the continued services being provided thereunder to Qualawash Holdings, LLC; and,

WHEREAS, the City is authorized to enter into the negotiated agreement pursuant to the Constitution and laws of the State of Georgia;

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

1. The City shall into the agreement attached hereto as Exhibit “A” with Qualawash Holdings, LLC, setting forth the terms and conditions for the City’s receipt, treatment, and disposal of the pre-treated waste materials of Qualawash Holdings, LLC.

2. The City Manager is hereby authorized to execute, on behalf of the City, the agreement attached hereto as Exhibit “A” in the name of the City, with the Clerk of Council’s attestation to said Manager’s signature.

SO RESOLVED this 4th day of May, 2020.

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this 4th day of May, 2020.

DON BETHUNE, Mayor

EXHIBIT "A"

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

THIS AGREEMENT, made and entered into as of the ____ day of May 2020, between GARDEN CITY, GEORGIA, a municipal corporation created under the laws of the State of Georgia, hereinafter referred to as the "City," and QUALAWASH HOLDINGS, LLC, a corporation organized and existing under the laws of the State of Florida, and authorized to transact business in the State of Georgia, hereinafter referred to as "Qualawash."

W I T N E S S E T H:

WHEREAS, the City owns and operates a Publically Owner Treatment Works (POTW) including a sewerage system and wastewater treatment facility or "Water Pollution Control Plant" (i.e. WPCP) for the collection and treatment of wastewater; and

WHEREAS, Qualawash desires to discharge waste from its facilities located at 45 Sonny Perdue Drive, Garden City, Georgia 31408, Chatham County, Georgia, into the sewerage system of the City and desires to enter into an agreement with the City on the terms and conditions hereinafter stated, pursuant to which the City shall treat and dispose of pre-treated industrial wastewater; and

WHEREAS, on March 20, 2015, Georgia Department of Natural Resources (DNR) Environmental Protection Division (EPD), issued Industrial Wastewater Pretreatment Permit No. GAP050300 to Qualawash Holdings, LLC, and,

WHEREAS, on May 13, 2015, the City entered into an Agreement with Qualawash Holdings, LLC, to receive pre-treated wastewater up to a 30-day average flow of thirty thousand thousand (30,000) gallons per day; and,

WHEREAS, on April 30, 2020, Industrial Wastewater Pretreatment Permit No. GAP050300 expires, and,

WHEREAS, on April 27, 2020, Georgia DNR EPD, re-issued Industrial Wastewater Pretreatment Permit No. GAP050300 to Qualawash Holdings, LLC, with the effective date of May 1, 2020, and expiration date of April 30, 2025, and,

WHEREAS, the May 13, 2015 Agreement with Qualawash Holdings, LLC, required Qualawash Holdings, LLC to enter into a new Agreement with Garden City upon issuance or re-issuance of the Industrial Wastewater Pretreatment Permit, and,

WHEREAS, the City and Qualawash determined that they are authorized to enter into this contract by the Constitution and Laws of the State of Georgia.

NOW, THEREFORE, in consideration of the promises and the mutual covenants, benefits and agreements herein contained, the parties hereto mutually agree as follows:

ARTICLE I

1. This Agreement supersedes all previous Agreements with Qualawash Holdings, LLC.

ARTICLE II

2. This Agreement shall be for a period of five (5) years and the Agreement will renew every five (5) years to coincide with reissuance of the facility's Industrial Pre-treatment Permit, unless terminated or extended as provided herein. The City would allow for the Agreement to be administratively continued on a month to month basis for a period of not more than six (6) months while the Agreement is going through the renewal process every five (5) years. Garden City and Qualawash hereby agree that such duration is reasonable and necessary in light of the purposes of this Agreement.

ARTICLE III

1. The City shall receive, treat and dispose of Qualawash's domestic sanitary wastewater and pretreated industrial wastewater as outlined herein. Qualawash agrees to construct pretreatment, sampling and metering facilities as may be required by the City and the design plans for the pretreatment and monitoring facilities must be submitted for review by the City and be approved in writing by the City prior to installation. In accordance with Part I, Section A of the Industrial Pretreatment Permit No. GAP050300 effective date May 1, 2020 for the Qualawash facility, Qualawash is permitted to discharge a maximum 30-day average daily flow up to 0.0258 MGD (or 25,800 gallons per day) and a daily maximum of 0.050 MGD (or 50,000 gallons per day) of pre-treated industrial wastewater including domestic wastewater from its facility to the City's POTW. A copy of Permit No. GAP050300 is included as Exhibit A. All wastes delivered to the City's POTW shall be subject to pretreatment consisting of screening, settling, flow and strength equalization, oil and grease removal and neutralization, and shall be in strict compliance with all rules, regulations, statutes, ordinances and other requirements as the City may adopt in regulation of the treatment of sewage discharging into the City's POTW including those set forth in this Agreement.

2. The City has received payment for tap fees and has reserved a wastewater capacity of 0.030 GPD (or 30,000 gallons per day) average daily flow for treatment of pretreated wastewater discharges from Qualawash. Qualawash may discharge up to 0.030 MGD average daily flow upon obtaining a modification to the Industrial Pretreatment Permit, which allows for increase in discharge flowrate.

3. In addition to the aforementioned discharge limitations (the "Discharge Limitations"), Qualawash shall not discharge into the City's sewerage system any wastewater that exceeds concentration limits for parameters specified in Garden City Pretreatment Effluent Limits, attached hereto as Exhibit B, or containing any characteristics in a quantity determined to be excessive by the City in its sole judgment including, but not limited to the following:

a. Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit.

b. Any water or waste which may contain more than 100 parts per million (ppm), by weight of fat, oil or grease or any water or waste containing oil, grease or other substances that will solidify or become viscous at temperatures between 32 degrees and 150 degrees Fahrenheit.

c. Any gasoline, benzene, naphtha, fuel oil, motor oil, mineral spirits, commercial solvent or other flammable or explosive liquid, solid or gas.

d. Any water or waste that contains more than ten (10) parts per million (ppm) by weight, of gases such as hydrogen sulfide, sulfur dioxide or nitrous oxide; any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, offal, plastics, wood, paunch, manure, hair and fleshings, entrails, lime slurry, lime residues, beer or distillery slops, chemical residues, paint or ink residues, cannery waste, bulk solids or any other solid or viscous substance capable e of causing obstruction to the flow in the sewers or other interference with the proper operation of the City ' s sewerage system and the WPCP.

e. Any waters or wastes having a pH lower than 6.0 or higher than 9.0 (or as required by the Industrial Pre-Treatment Permit) at any time or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the Publically Owned Treatment Works (POTW).

f. Any wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any of the sewerage treatment process or to constitute a hazard to humans or animals or to create any hazard in the receiving waters of the WPCP.

g. Any waters containing suspended solids of such character and quantity that unusual provision, attention or expense is required to handle such materials at the WPCP.

h. Any noxious or malodorous gas or substance capable of creating a public nuisance or hazard to life or preventing entry into sewers for their maintenance, inspection, and repair.

i. Any waters containing quantities of radium, naturally occurring or artificially produced by radioisotopes in excess of presently existing or subsequently accepted limits for drinking water as established by the National Committee on Radiation Protection and Measuring.

j. Any concentrated dye waste, spent tanning solutions or other wastes which are highly colored or wastes which are of unusual volume, concentration of solids or composition that may create obstructions to the flow in sewers or other interference with the proper operation and treatment of effluent of the sewer system of the WPCP.

k. Any water waste which cannot be or sufficiently treated and which causes the WPCP effluent to fail to meet the requirements of agencies having jurisdiction over discharge to the receiving waters.

l. Any water or waste which the City determines is capable of causing interference with the proper operation of the WPCP.

m. Any waters or waste in volumes or with constituents, such that after dilution in the existing municipal sewage, the sewers or the WPCP would be affected to the detriment of the City.

ARTICLE IV

1. The treatment of Qualawash's wastewater, as defined herein, by the City shall be of such type and degree as may be necessary to provide a minimum of primary treatment meeting industrial pretreatment permit limits or equivalent at all times. In the event that during the term of this Agreement, Qualawash shall require capacity in excess of the authorized pre-treated industrial wastewater flow as specified in Article II of this Agreement and/or the "Discharge Limitations specified in the aforementioned Industrial Pretreatment Permit, and provided that the regulatory agency has authorized such permit changes, the City agrees to renegotiate in good faith such maximum limits and the compensation, terms and conditions on which the treatment shall be rendered. Furthermore and with it being understood that the City shall be under no obligation to renegotiate the Agreement if in the City's sole discretion the City determines that the capacity of its system will be exceeded after factoring in planned development likely to occur within the corporate limits of Garden City during the relevant time period, the City shall not be under any obligation to increase the existing capacity or treatment capability of the WPCP unless suitably compensated by Qualawash on such terms and conditions as may be acceptable to the City.

ARTICLE V

1. For the purpose of monitoring characteristics of its pre-treated industrial wastewater discharge, Qualawash shall maintain records of discharge analyses and flow according to the requirements of the Industrial Pretreatment Permit No. GAP050300 and parameters listed below. If any sample exceeds the "Discharge Limitations" specified in the Industrial Pretreatment Permit or Garden City Pretreatment Effluent Limits, then such daily discharge in excess of said amounts shall be immediately reported to the City in writing within 24 hours by furnishing the City with the analytical data and flow records.

For every month of the year, Qualawash shall furnish copies of each discharge analysis, copies of daily operational bench sheets, and daily wastewater flow measurement records to the City. The records shall be furnished in a consolidated statement by the 20th day of the following end of the previous month. At a minimum the following parameters shall be included in the monthly monitoring reports submitted to the City:

Daily Flow (gpd)	TKN (mg/L)
BOD ₅ (mg/L)	Ammonia (mg/L)
COD (mg/L)	Phosphorus (mg/L)
TSS (mg/L)	FOG (Fats, Oil, and Grease) (mg/L)
pH (S.U.)	Flow meter calibration records (furnished once per year)

All measurements, tests, and analyses of the characteristics of water and wastes to which reference is made in this Agreement shall be determined in accordance with applicable specifications and technical standards. The samples of wastewater shall be collected after pretreatment and flow measurement and prior to commingling of industrial and domestic wastewater. The flow measuring device shall be a Weir, which is defined as a primary flow measurement device configured as a "V"-notch or other appropriate configuration, and this flow measurement device shall be situated at a suitable and satisfactory location and built in a manner approved by the City. The City shall have 24-hour access to the sampling point to conduct its own sampling of Qualawash's effluent. Qualawash shall provide the name and 24-hour emergency contact information for two staff members familiar with the industrial pretreatment operation and who have access to the Qualawash industrial treatment facility. The reasonable cost of making all analyses of the samplings by the City shall be at the cost of Qualawash and the City shall bill Qualawash for the cost of the same.

Qualawash Contacts:

Primary Contact	Chuck Boyd	Phone (423) 842-1488
Secondary Contact	Erik Leto	Phone (813) 321-6485

2. The City shall be furnished with complete plans and specifications of Qualawash's pretreatment and monitoring facilities as well as plan and profile information for the Qualawash connection from the sampling Weir to the manhole for its review and approval in addition to the approval of the State or any other governmental agency which is required to approve the same. The approval of the City of the type, kind, and capacity of the pretreatment facilities shall not relieve Qualawash of the responsibility of revamping, enlarging or otherwise modifying such installation to accomplish the pretreatment required by any other regulatory agency having jurisdiction over this matter. The pretreatment facilities operated by Qualawash shall be maintained continuously in satisfactory and effective operation by Qualawash at its own expense. During the construction phase of the project, the City shall have the right to inspect the Qualawash pretreatment system and operations for the purpose of determining compliance with the terms of this Agreement and the approved plans/specifications.

3. The potable water meter record will form the basis for calculation and subsequent payment of sewer usage charges for the facility as hereinafter set forth.

4. Qualawash will install a City approved flow measurement device (i.e., "V-notch weir as defined above), after the pretreatment process; and this device shall include a continuously recording totalizing flow meter with electrical contacts to control a composite sampler. The flow meter indicator will be located in a panel beside the flow measurement device and designed to indicate the flow rate in gallons per minute. The flow meter indicator shall have a 4-20 mA analog output connection for control of a composite sampler. The flow meter shall be calibrated at least once per year, and calibration records shall be provided to the City within 30-days after the date of calibration. Qualawash will be responsible for maintaining the accuracy and reliability of the flow meter in accordance with this Agreement and its current Industrial Pretreatment Permit issued on April 27, 2020. The City may inspect the flow meter for accuracy and reliability at any time. Qualawash understands that the City's ownership and maintenance responsibility ends at the Sonny Perdue Drive right of way limits. The sampling point, sewer lateral, flow meter and sampling devices located outside of the right of way limits will be maintained by Qualawash at its own cost following installation. In the event that Qualawash fails to promptly repair, replace or maintain

the flow meter and sampling devices, the City, in the exercise of its sole discretion, shall be immediately entitled, but not obligated, to perform or cause to be performed such repairs, replacement or maintenance without incurring any liability to Qualawash for any damage caused thereby, and Qualawash shall pay to the City upon demand the cost thereof.

5. At all times throughout the term of this Agreement, authorized employees of the City shall be permitted to enter and inspect Qualawash's pretreatment facilities, flow measurement device, automatic sampler, flow meter and metering system for the purpose of inspection, observation, measurement, sampling and testing in order to carry out the terms and provisions of this Agreement after giving reasonable notice to Qualawash.

ARTICLE VI

1. The City hereby acknowledges having previously received payment of \$89,340.00 from Qualawash on or about April 1, 2015, for sewer tap fees in accordance with the City's applicable ordinances based on a flow of 30,000 gallons per day (30-day average daily flow) (industrial) plus 500 gallons per day (domestic).

2. In addition to the foregoing sewer tap fees, Qualawash shall pay to the City a monthly base charge and usage charge in accordance with the City's applicable water and sewer rate schedule. The monthly base charge REU shall be 150 REUs based on 30,000 gpd average daily flow with a peaking factor of 1.5 (i.e. 150 REUs = 30,000 gpd x 1.5 P.F. / 300 gpd/REU). The City shall have the right to adjust the base charge annually to reflect any increased cost in the operating expenses of its WPCP. Furthermore, the City may adjust its water and sewer usage rates and/or the water and sewer base charges at any time, if discharge conditions warrant, in accordance with applicable ordinances. In consideration of the making and performing of this Agreement, Qualawash agrees to operate under the City's adopted water and sewer rate schedule, now and in the future.

3. In the event that at any time during the term of this Agreement, more restrictive water pollution regulations are imposed by any governmental agency with which the WPCP is required to comply and additional capital expenditures are required to achieve compliance, the City shall have the right to renegotiate the terms of this Agreement. In such event, if the City and Qualawash are unable to agree upon the terms of a new Agreement, in which Qualawash accepts an equitable rate increase, the City shall have the option of terminating this Agreement on the day immediately preceding the date of initial operation of the modified WPCP facility. Notwithstanding, the City shall not exercise such option prior to the expiration of the eighteen (18) month period following the first day Qualawash's effluent has been discharged into the City's sewer system, and only after written notice of termination has been provided to Qualawash, said termination being effective twelve (12) months from the date of receipt of the notice.

4. Without prejudice to such other rights or remedies that the City might lawfully avail itself or exercise in the event of failure on the part of Qualawash to pay its utility bill by the due date specified on the monthly bill, the City shall have the right, upon the giving of ten (10) days' advance notice in writing to Qualawash of its intention to do so, to discontinue sewer service to Qualawash until such time as said bill is paid. Service shall be reconnected after delinquencies in Qualawash's sewer account, including any Permit and/ or Inspection Fees for reconnection of the

sewer (which fee amount shall not exceed the actual cost to the City for such reconnection), have been paid.

ARTICLE VII

1. Discharge of certain high strength wastewater from Qualawash into the sewer system shall be assessed a monetary surcharge, in addition to the normally required sewer use charges, in an amount to be calculated as shown below. "High strength wastewater" is defined as wastewater which contains BOD, COD, TSS, ammonia, and FOG in excess of those provided in Exhibit B Pretreatment Effluent Limits.

2. The parameters shall be determined by the utilization of the sampling and testing procedures as adopted by Georgia Environmental Protection Division. The amount of the surcharge, for discharging high strength wastewater into the sewer system, shall reflect the cost incurred by the City in handling the excess BOD, COD, TSS, ammonia, and FOG. This surcharge shall include a proportionate share of charges for maintenance and operation of the wastewater treatment facilities, including depreciation and other incidental expenses.

a. Formula. When the concentrations of the surcharged parameters (i.e., BOD, COD, TSS, ammonia, and FOG), exceed the values of the constituents as set forth in Exhibit B Pretreatment Effluent Limits, the excess concentrations shall be subject to a surcharge in the amount derived in accordance with the following formula:

$$P \times D \times 8.34 \times C = \$/\text{month}$$

Where:

"P" is equal to the concentration in mg/l of the parameter being evaluated (BOD, COD, TSS, ammonia, and FOG), which is in excess of the amounts shown in Exhibit B Pretreatment Effluent Limits.

"D" is equal to the user's monthly water consumption in millions of gallons as determined from the user's monthly water meter or sewage flow meter readings.

"8.34" is a conversion factor.

"C" is equal to the unit cost in dollars per pound (\$/lb.) for the treatment of the surcharged parameters. This value shall be established by the City based on actual wastewater treatment costs which shall be revised from time to time as necessary.

3. Quantitative measurement of surchargeable parameters. The measurement of the surcharge parameters (BOD, COD, TSS, ammonia and FOG) shall be based on monthly monitoring reports furnished to the City by Qualawash. The City reserves the right to conduct sampling of pretreated wastewater for the purpose of determining surchargeable parameters. In the event that the City conducts sampling for this purpose, it will be conducted as follows:

ARTICLE IX

1. Qualawash shall at its sole expense connect into the City's sewerage system at the nearest gravity sewer manhole to the Qualawash site. All expenses of the installation, operation, and maintenance of lines, monitoring equipment, and pretreatment facilities necessary to facilitate discharge and future monitoring of Qualawash's pretreated industrial wastewater into the City's sewerage system at the point agreed upon by the parties, shall be at the sole cost of Qualawash and the City shall have no further obligation other than receiving the wastewater at the connection point to the City owned system. It is understood that Qualawash will own, operate and maintain its private sewer line lateral and facilities up to the connection point where these private systems connect to the City owned sewer system within the Sonny Perdue Drive right of way.

2. Notwithstanding anything herein to the contrary, Qualawash will comply with all regulations, rules and ordinances adopted by the City and applied to other similar users governing the disposal and characteristics of all waste entering the City's sewerage system.

ARTICLE X

1. This Agreement shall bind and benefit the respective parties, but shall not otherwise be assignable in whole or in part by either party without first obtaining written consent of the other, which written consent will not unreasonably be withheld.

2. This Agreement shall be subject to all present and future valid laws, orders, rules, and regulations of the United States of America, the State of Georgia, Garden City, and of any other regulatory body having jurisdiction.

3. Notwithstanding any other provision in this Agreement, in the event that during the term of this Agreement the continued treatment of Qualawash's wastewater shall cause the WPCP to violate applicable water pollution regulations (whether presently in effect or as hereinafter modified), or in the event of a continued default or failure of Qualawash to comply with the terms of this Agreement after receiving notice of a default or noncompliance and failing to cure same within 15 days thereafter (or within a reasonable time if the default or noncompliance is curable and of a nature which cannot with due diligence be cured within 15 days, but measures are immediately taken to cure the default or noncompliance and are diligently pursued to completion), the City shall have the right to terminate this Agreement immediately, in which event Qualawash shall indemnify and hold the City harmless from any and all expense or damage resulting from the termination of the Agreement and all expense or damage resulting from the default or failure of Qualawash to comply with this Agreement. The City shall have authority in such event to immediately disconnect Qualawash's sewer system from the City's system. If it is determined that discharges from Qualawash facilities are creating a toxic condition at the WPCP, the City shall have the right to temporarily discontinue wastewater service to Qualawash until the toxic conditions are resolved to the satisfaction of the City.

4. Nothing herein shall be construed to give any right whatsoever to Qualawash in the manner in which the City operates the sewerage system or its WPCP nor shall this Agreement in any way affect the City's right to adopt ordinances, rules, regulations, statutes and codes governing its sewerage system or the WPCP, and services and charges related thereto.

5. Nothing in this Agreement shall be construed as preventing the City from entering into agreements with others for the acceptance of sewer and industrial wastewater.

6. Qualawash shall fully protect, indemnify, and hold harmless the City, its elected and appointed officials, and employees, from any and all damages, costs and expense (including reasonable attorney's fees) of any nature whatsoever which the City may suffer or incur as a result of Qualawash's operation of its pretreatment facilities, the discharge of its industrial wastewater into the City's system, or Qualawash's failure to abide by the terms, conditions, and covenants of this Agreement.

7. The parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if the remaining provisions continue to conform with the requirements of applicable law.

<SIGNATURES ON THE NEXT PAGE>

IN WITNESS WHEREOF, this instrument has been executed in duplicate originals for and on behalf of Qualawash its duly authorized officer, attested by its secretary and affixed with its corporate seal, and Garden City, Georgia, has caused these presents to be executed by its City Manager, attested by the Clerk of Council and affixed with its seal, all as of the day and year first above written.

QUALAWASH HOLDINGS, LLC

SEAL

By: _____
Erik Leto
Chief Financial Officer

Attest: _____

Name _____

Title _____

GARDEN CITY, GEORGIA

SEAL

By: _____
Ronald A. Feldner
City Manager

Attest: _____
Rhonda Ferrell
Clerk of Council

Attachments:

Exhibit A – Industrial Pretreatment Permit No. GAP050300 issuance date April 27, 2020, effective date May 1, 2020

Exhibit B – Garden City Pretreatment Parameter Discharge Limits