

# AGENDA

**To:** Mayor & City Council Members

**From:** Clerk of Council

**cc:** City Manager, City Attorney, & Department Directors

**Date:** March 6, 2026

**Re:** City Council Workshop – Monday, March 9, 2026 @ 5:30 p.m.

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- Capital Projects:
  - Recreation Department:
    - Interior & Branding/Signage for New Recreation Facility ([Attachment](#))
    - Christmas Pole Light & Banner Decorations Project ([Attachment](#))
  - IT/Facility Maintenance Department:
    - Network Infrastructure & Security Camera System Upgrade Project ([Attachment](#))
- Utility Services Operation Item(s):
  - Utilities On-Call Emergency Services Agreement ([Attachment](#))
- Fire Department Item(s):
  - Proposed Text Amendment to Open Burning Ordinance ([Attachment](#))
- Finance/Budget Item(s):
  - FY26 Proposed Budget Amendment ([Attachment](#))
- Mayor's Updates
- City Council's Updates
- City Manager's Updates

# Memo

**To:** Mayor & City Council Members

**From:** City Manager

**cc:** City Attorney, Recreation Director & Finance Director

**Date:** February 27, 2026

**Re:** Procurement of Branding/Signage for New Recreation Complex Facility

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This memorandum serves to inform the City Council of a required budget amendment for the procurement and installation of interior and exterior signage for the new Garden City Recreation Complex. The purpose of this memo is to address an omission in the original project budget, which did not include costs for necessary furniture, fixtures, and equipment (FF&E).

The Recreation Complex project was initiated under the previous City Manager, and the initial budget and scope were approved at that time. During the transition and subsequent review of project specifics, staff identified that the original project budget focused primarily on construction costs, inadvertently excluding the essential FF&E component, such as the following interior and exterior branding signage needed for the new facility.

- 1) **Exterior Signage & Recreation Logos:** The procurement of signage for the exterior of the building, which includes large-scale, durable, and weather-resistant signage featuring the name and logos.
- 2) **Dedication Plaques & Signage:** Similar bronze dedication plaques to the City's other municipal projects, featuring city officials, key contributors to the project, and the Bruce A. Campbell community room signage.
- 3) **Recreation Team Logos:** These may be incorporated into the facility's interior and exterior branding.

Whitfield Sign Company, the vendor with whom Lavender negotiated a contract to furnish and install the wayfinding signage for the project, has provided the attached proposal for consideration. Leveraging the current wayfinding contractor is advantageous for several reasons:

- **Design Consistency:** Utilizing the same vendor ensures the Recreation Complex signage matches the aesthetic, branding, and color palettes established for the project.
- **Efficiency & Schedule:** The vendor is already familiar with the City's branding guidelines, material standards, and design requirements, accelerating the design-to-production timeline.
- **Cost Efficiency:** A single contractor for all signage projects minimizes mobilization, design, and installation fees.
- **Maintenance:** A unified sign vendor makes future maintenance, repairs, and updates more manageable and consistent.

Staff has reviewed the attached signage proposal from Whitfield Sign Company, totaling \$47,843.90, and recommends approval. The expenditures are accounted for within the approved FY26 SPLOST Fund Budget for the new Gym Recreation Complex.

Staff recommends placing the proposal on the March 16<sup>th</sup> council agenda for formal consideration via resolution.

Thank you in advance for considering this request.



**Whitfield Sign Co.**  
31 S College St  
Statesboro, GA 30458-0983  
+19126816338

# Estimate

<b>ADDRESS</b>	<b>SHIP TO</b>	<b>ESTIMATE #</b> 43062
Lavender & Associates	Lavender & Associates	<b>DATE</b> 02/10/2026
PO Box 1654	PO Box 1654	
Statesboro, GA 30459	Statesboro, GA 30459	

**SALES REP**  
Isabella Booth

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>MAIN ID</b>	Garden City Gym - Additional Signage   Option 3 Cast Bronze Plaque - 36" x 24" - 5/16" Thick - Leatherette Background w/ Partial Print Face - UV Color Last Print on Plaque	1	6,565.00	6,565.00T
	<b>MAIN ID</b>	"GARDEN CITY RECREATION COMPLEX" - 2' Tall Fabricated Aluminum Letters, 3" Deep	1	10,995.00	10,995.00T
	<b>MAIN ID</b>	Non-Illuminated Logo - Front Elevation Next to Door - Aluminum Cabinet - 4' Tall x 3" D	1	8,850.00	8,850.00T
	<b>VINYL DEPARTMENT</b>	"BRUCE A. CAMPBELL COMMUNITY ROOM" - 4" Tall - Acrylam Letters with Brushed Bronze Fronts, Black Returns	1	1,250.00	1,250.00T
	<b>INSTALL</b>	Installation of Plaques, Lettering and Logo	1	5,200.00	5,200.00
	<b>VINYL DEPARTMENT</b>	"Home of the Eagles" and Logo - Vinyl Install on Wall Behind Bleachers - Install on Drywall	2	3,900.00	7,800.00T
	<b>VINYL</b>	Installation of Vinyl Graphics	1	2,750.00	2,750.00T

ESTIMATE IS VALID FOR 45 DAYS | ALL PERMIT FEES WILL BE APPLIED TO FINAL INVOICE | 50% PAYMENT IS REQUIRED ON ALL PROJECTS TO BEGIN PRODUCTION  
BIDS: FINAL PRICE IS SUBJECT TO CHANGE IF QUANTITIES OR DESIGNS ARE CHANGED.

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>DEPARTMENT</b>	- Includes Travel to Garden City, GA			
	<b>DESIGN SERVICES</b>	DESIGN/PRODUCTION LAYOUT FEE	1	995.00	995.00
		Access with our crane truck is assumed if access is not available, additional charges will be added for lift rental			
		If material samples are required - ADD \$50 per sample			
		FINAL PRICE IS SUBJECT TO CHANGE IF QUANTITIES OR DESIGNS ARE CHANGED.			
		This pricing is good for 60 days. If we were to be awarded this project we would need to get an executed contract and material. deposit within those 60 days in order to secure the current pricing.			

Thank you for your business! Click the link for payment and if the Credit Card option is off, please contact our office to add the 4% fee for all Credit Card transactions.  
Thank you for choosing Whitfield Sign Co. !

SUBTOTAL	44,405.00
TAX	3,438.90
<b>TOTAL</b>	<b>\$47,843.90</b>

Below is your customized estimate for your approval. Please reply to your direct sales contact.

Thank you for your business!  
Whitfield Sign Co.

Accepted By

Accepted Date



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# DESIGN DRAWINGS + SPECIFICATIONS

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91 S College St  
Statesboro, GA 30458  
912.681.6338

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Project Name  
Garden City Gym  
Garden City, GA

Project Contact  
Isabella Booth

Drawn By  
John Nauta

Date  
1/13/26

Revisions	
4	R1 Jn-add option
	R2 Jn per comments
	R3 Jn revert color
	R4 Jn mayor, etc

Drawing Status	
<input type="checkbox"/>	NO EXCEPTIONS NOTED
<input type="checkbox"/>	EXCEPTIONS NOTED
<input type="checkbox"/>	REJECTED
<input type="checkbox"/>	RESUBMIT

Approval Signature  
  
Approved By \_\_\_\_\_ Date \_\_\_\_\_

Filename/Path  
XXXX

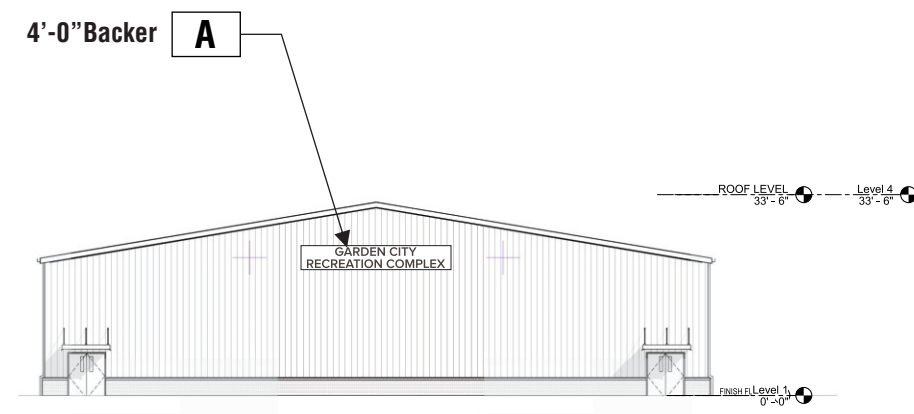
Drawing Type	
<input checked="" type="checkbox"/>	Preliminary
<input type="checkbox"/>	Production



1 South Elevation - **Option 1**  
Scale: 1/32" = 1'-0"



1 South Elevation - **Option 2**  
Scale: 1/32" = 1'-0"



2 West Elevation  
Scale: 1/32" = 1'-0"



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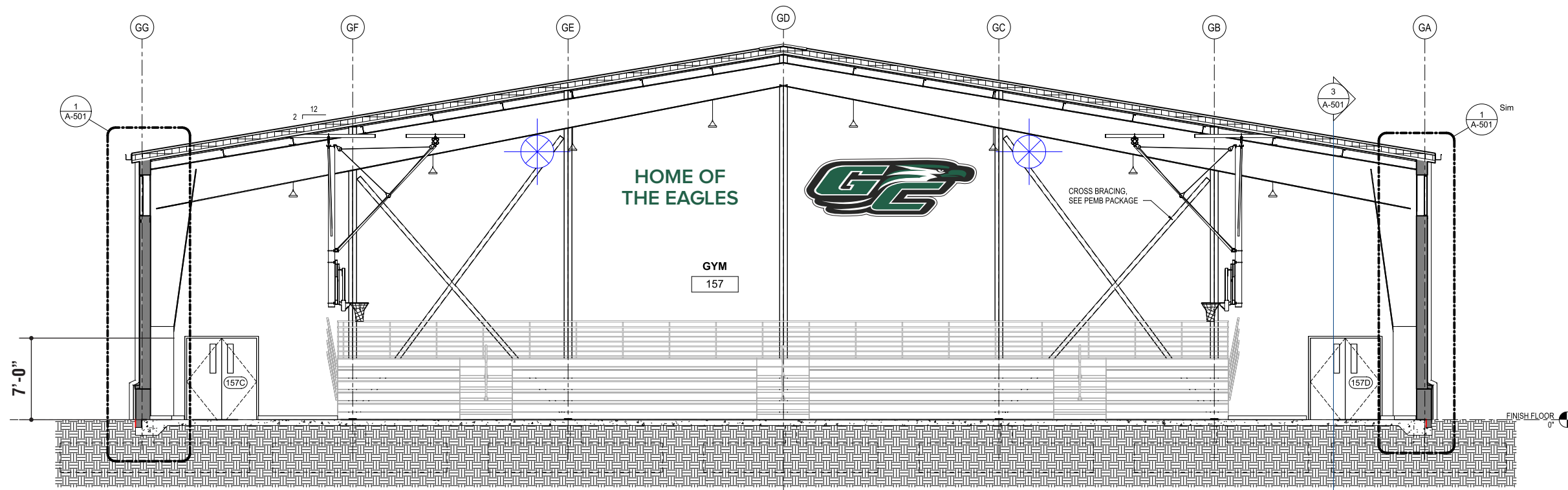
Revisions	
4	R1-Jn-add option
	R2-Jn per comments
	R3-Jn revert color
	R4-Jn mayor, etc

Drawing Status	
<input type="checkbox"/>	NO EXCEPTIONS NOTED
<input type="checkbox"/>	EXCEPTIONS NOTED
<input type="checkbox"/>	REJECTED
<input type="checkbox"/>	RESUBMIT

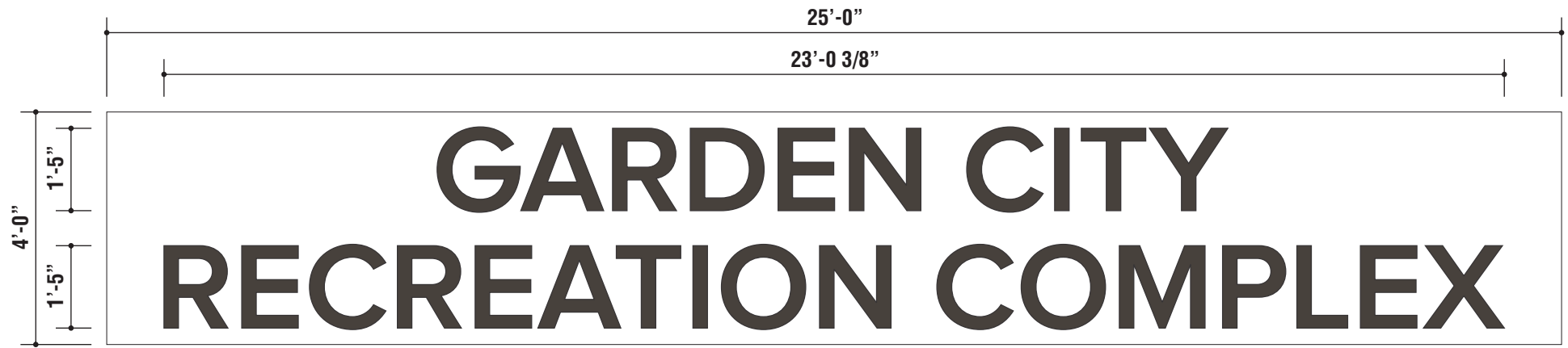
Approval Signature  
  
Approved By \_\_\_\_\_ Date \_\_\_\_\_

Filename/Path  
XXXX

Drawing Type	
<input checked="" type="checkbox"/>	Preliminary
<input type="checkbox"/>	Production



**1 Interior Elevation**  
Scale: 3/32" = 1'-0"



**A** Sign Elevation Layout  
 Qty: (1) Scale: 1/4" = 1'-0"

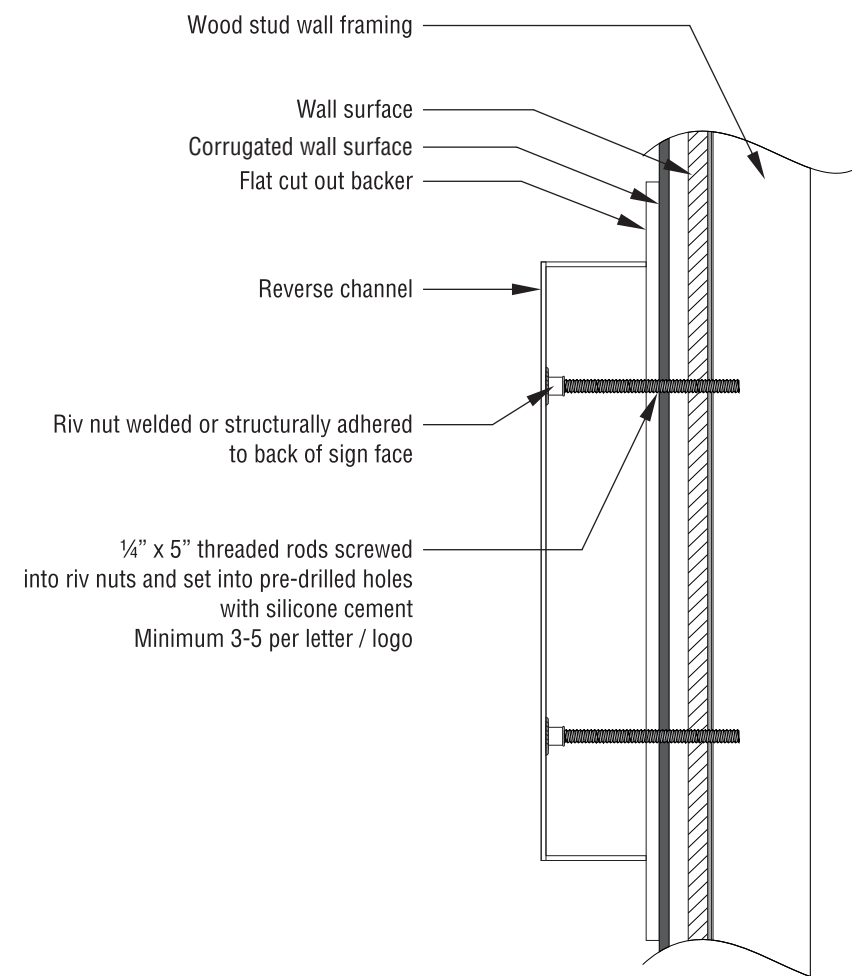
Manufacture and install non-illuminated channel letters on flat cut out backer

- Letters: Reverse pan channel letters
- Faces: Aluminum painted SW 7675 Sealskin
- Returns: 3" deep aluminum painted to mach faces
- Backer: ACM panel painted white/beige, exact color to be determined



PAINT - SW 7675 Sealskin

**2** Color Schedule  
 Scale: nts



**1** Typical Section Detail  
 Scale: nts



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Drawing Status	
<input type="checkbox"/>	NO EXCEPTIONS NOTED
<input type="checkbox"/>	EXCEPTIONS NOTED
<input type="checkbox"/>	REJECTED
<input type="checkbox"/>	RESUBMIT

Approval Signature  
 \_\_\_\_\_  
 Approved By Date

Filename/Path  
 XXXX

Drawing Type	
<input checked="" type="checkbox"/>	Preliminary
<input type="checkbox"/>	Production



**B** Sign Elevation Layout - **Option 1**

Qty: (1)

Scale: 1/2" = 1'-0"

Manufacture and install non-illuminated logo

Logo: Cast aluminum painted SW 7675 Sealskin with vinyl overlay accents  
White and Dark Grey Vinyl



**B** Sign Elevation Layout - **Option 2**

Qty: (1)

Scale: 1/2" = 1'-0"

Manufacture and install non-illuminated logo

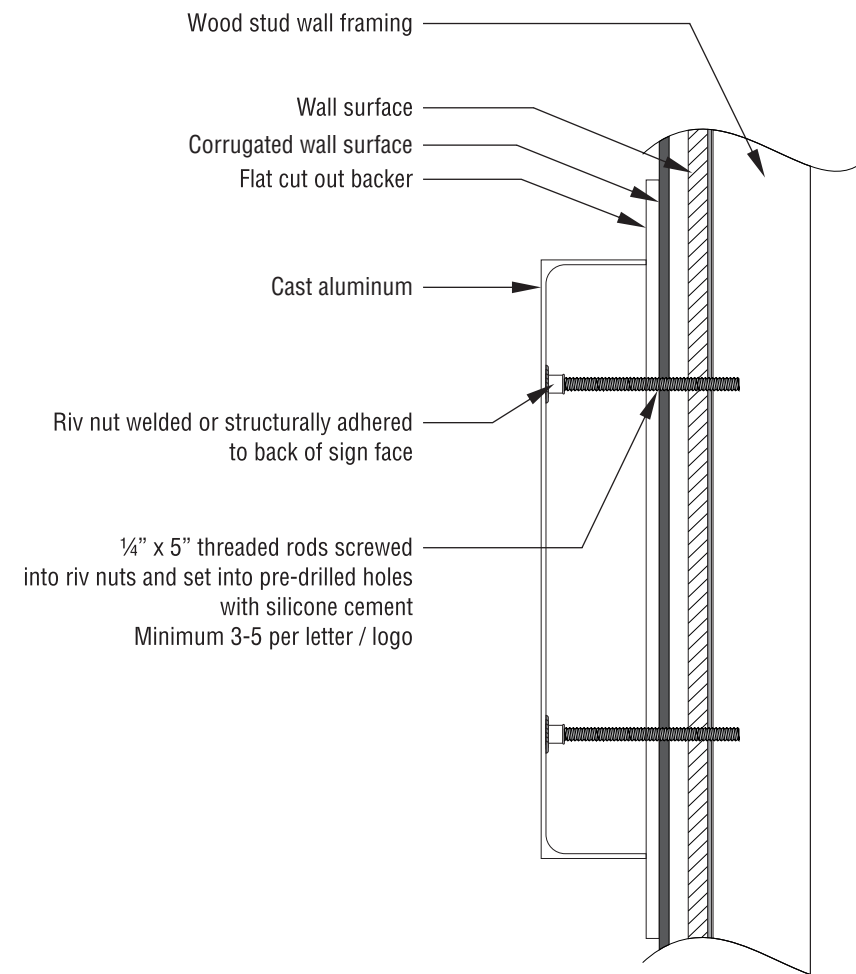
Logo: Cast aluminum with vinyl overlay



PAINT - SW 7675 Sealskin

**2** Color Schedule  
Scale: nts

**1** Typical Section Detail  
Scale: nts



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Date  
1/13/26

Revisions	
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	R2-Jn per comments
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Drawing Status	
<input type="checkbox"/>	NO EXCEPTIONS NOTED
<input type="checkbox"/>	EXCEPTIONS NOTED
<input type="checkbox"/>	REJECTED
<input type="checkbox"/>	RESUBMIT

Approval Signature

Approved By \_\_\_\_\_ Date \_\_\_\_\_

Filename/Path  
XXXX

Drawing Type	
<input checked="" type="checkbox"/>	Preliminary
<input type="checkbox"/>	Production



**C** Sign Elevation Layout  
 Qty: (2) Scale: 3/8" = 1'-0"  
 Manufacture and install wall vinyl

**D** Sign Elevation Layout  
 Qty: (2) Scale: 1/8" = 1'-0"  
 Manufacture and install wall vinyl



**E** Sign Elevation Layout  
 Qty: (1) Scale: 1/8" = 1'-0"  
 Manufacture and install 1/2" thick brushed medium bronze with black returns



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Project Contact  
 Isabella Booth

Drawn By  
 John Nauta

Date  
 1/13/26

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	R3-Jn revert color
	R4-Jn mayor, etc

- Drawing Status
- NO EXCEPTIONS NOTED
  - EXCEPTIONS NOTED
  - REJECTED
  - RESUBMIT

Approval Signature

Approved By \_\_\_\_\_ Date \_\_\_\_\_

Filename/Path  
 XXXX

- Drawing Type
- Preliminary
  - Production



**F**

Qty: (1)

**1 Sign Elevation Layout**  
Qty: As Noted

Scale: 1 1/2" = 1'-0"

Manufacture and install single sided cast plaque

- Border: Raised single lin
- Edges: Straight
- Letter Style: To be selected
- Background: Leatherette
- Border: Raised Satin
- Letters: Raised Satin
- Artwork: Raised Satin



**2 Sample of cast aluminum sign**  
Scale: nts



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Approval Signature

Approved By \_\_\_\_\_ Date \_\_\_\_\_

Filename/Path  
XXXX

Drawing Type	
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<input type="checkbox"/>	Production



# 2026 Garden City Holiday Street Pole Lighted Decoration Proposal with 3 Options

*To enhance a festive community Spirit during the holiday season*

Garden City streets with lighted holiday decorations on the light poles

<u>Road</u>	<u>Number of pole lights</u>
Highway 25	pole lights 10
Highway 21	pole lights 34
Highway 80	pole lights 18
Dean Forest Road	pole lights 6
Highway 17 Ogeechee Rd.	pole lights 7
<b><u>Total</u></b>	<b>75 (Locations from previous years)</b>

## Option #1 Based on 50 new Christmas Street light fixtures

New Christmas Street light fixtures all in the 5' to 7' range

\$800 each including shipping cost, \$40,000

Electrician cost \$360 per pole

( includes wiring, conduit, photocell, GFI receptacle, weatherproof box) \$18,000

Install and take down \$135 per pole (Gerbasi Signs Rincon) \$6,750

Test outlets or trouble shoot Gerbasi bucket truck

24 hrs. (Estimated hours needed) @ \$135 per hr. \$3,240

**Based on 50**

**Total \$67,990**

## Garden City Parks and Recreation Department

### Option #2 Based on 60 new Christmas Street light fixtures

New Christmas Street light fixtures all in the 5' to 7' range

\$800 each including shipping cost,	\$48,000
Electrician cost \$360 per pole	\$21,000
Install and take down \$135 per pole (Gerbasí Signs Rincon)	\$8,100
Test outlets or trouble shoot Gerbasí bucket truck	
24 hrs.(Estimated hours needed) @ \$135 per hr.	\$3,240

**Based on 60**

**Total \$80,340**

### Option #3 Based on 70 new Christmas Street light fixtures

New Christmas Street light fixtures all in the 5' to 7' range

\$800 each including shipping cost,	\$56,000
Electrician cost \$360 per pole	\$25,000
Install and take down \$135 per pole (Gerbasí Signs Rincon)	\$9,450
Test outlets or trouble shoot with bucket truck	
24 hrs.(Estimated hours needed) @ \$135 per hr.	\$3,240

**Based on 70**

**Total \$93,690**



G A R D E N C I T Y

# Memo

To: Rhonda Ferrell, City Manager

From: Benjamin Brengman, Information Technology/Special Projects Director

Re: New Recreation Technology

Date: 2/24/26

The new Recreation Center will require technology infrastructure to ensure secure, reliable operations. The required equipment includes networking hardware and security cameras necessary to support facility connectivity, public access systems, and overall building security.

City staff collaborated with project engineers to evaluate operational requirements and develop a proposal that is both cost-effective and aligned with the City's security standards. The recommended equipment supports scalability, cybersecurity best practices, and long-term maintainability.

In addition to the Recreation Center installation, I am requesting approval to install new security cameras at the Senior Center. These cameras will integrate directly with the City's existing Verkada system, allowing centralized monitoring, management, and video retention. Expanding camera coverage at this time will enhance safety and provide a consistent security infrastructure across City facilities.

The total cost for these projects is:

New Gym Network Infrastructure: \$71,634.84

New Gym Camera System: \$92,498.89

Senior Center Camera System: \$44,488.76

Funding for these purchases is allocated through both SPLOST and General Fund sources, as approved in the current budget. All attached quotes are issued under the State Contract, ensuring compliance with procurement requirements and competitive pricing.



# ESTIMATE

**Jamtek Electrical, LLC**  
 2632 Roff Ave Macon  
 Georgia 31204 U.S.A  
 Billing@jamtek360.com  
 4785513771

**TOTAL \$18,527.20**

## Garden City

100 Central Avenue  
 Garden City  
 31405 Georgia  
 U.S.A

Estimate# EST-002266  
 Estimate Date 01.21.2026  
 Reference# Standard Solution (Verkada Hardware)

Ship To  
 100 Central Avenue  
 Garden City  
 31405 Georgia  
 U.S.A

Subject :  
 Verkada Standard Camera Solution (Verkada Hardware)

#	ITEM & DESCRIPTION	DISCOUNT	AMOUNT
1	Verkada Indoor Mini Dome Camera, 256GB, 30 Days Max The Verkada CM42 Indoor Mini Dome Camera is designed to be suitable for businesses looking for discreet video security, such as retail stores, malls, airports, train stations and more. This 5 MP dome camera is powered by an Ambarella Chipset, which supports Verkada Edge-Based Video Analytics. It offers a 128-degree diagonal field view and has enhanced digital zoom that captures scenes with accuracy. This IK08-rated camera can withstand impacts and vandalism.	20.00%	\$8,388.00 15.00 Each x 699.00
2	CD42-256E-HW CD42-E Outdoor Dome Camera CD42-E Outdoor Dome Camera, 256GB, 30 Days Max	20.00%	\$8,632.80 9.00 Each x 1,199.00
3	L-Bracket Mount	20.00%	\$722.40 7.00 Each x 129.00
Items in Total 31.00		Sub Total	17,743.20
A 50% Deposit is required to start work		Shipping charge	784.00
		<b>Total</b>	<b>\$18,527.20</b>

## Terms & Conditions

Accepting this document, the customer agrees to the services outlined in this document. Any alteration or deviation from the above specifications involving the extra cost of material or labor will only be executed upon written orders for the same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. All Invoices are to be paid within 15 days of the invoice date.

"In the event that Jamtek Electrical LLC must retain a collection agency or law firm to collect past due balances owed to Jamtek Electrical LLC, you agree to pay any and all collection agency fees, court costs, attorney fees, or incidental costs associated with collecting."

Any construction project may have unforeseen complications once started. If something arises during a Jamtek Electrical project that is going to add to the cost and alter the timeline, the work will be halted temporarily so that your lead project manager can go over the changes to the estimate and timeline after explaining what the unforeseen issue is and what it is going to require to fix it. Once agreed upon a new timeline and estimated cost, a written agreement will be signed and work will resume.

At Jamtek Electrical we give detailed and accurate estimates that are drawn up by a qualified and skilled professional. We keep change orders to a minimum by taking our time to create these estimates. Our goal is to make sure the job goes as quickly, smoothly, and affordable as possible.

If there is a mistake or change order caused due to a Jamtek employee or subcontractor we will communicate the issue with you and address it on our own time and at our own cost.

If a customer changes the scope or parameter of the job, there will be a \$100 change order fee that will cover the cost of redrawing up the estimate. Work will be halted until the new timeline and estimated price is signed and agreed upon by both parties.

Authorized Signature \_\_\_\_\_



# ESTIMATE

**Jamtek Electrical, LLC**  
 2632 Roff Ave Macon  
 Georgia 31204 U.S.A  
 Billing@jamtek360.com  
 4785513771

**TOTAL \$11,500.80**

## Garden City

100 Central Avenue  
 Garden City  
 31405 Georgia  
 U.S.A

Estimate# EST-002267  
 Estimate Date 01.21.2026  
 Reference# Standard Solution  
 (Licenses)

Ship To  
 100 Central Avenue  
 Garden City  
 31405 Georgia  
 U.S.A

Subject :

Verkada Standard Camera Solution (Verkada Licenses)

#	ITEM & DESCRIPTION	DISCOUNT	AMOUNT
1	Verkada 3-Year Camera License, Capacity Increase 3-Year Camera License, Capacity Increase	20.00%	\$11,500.80 24.00 ea x 599.00
Items in Total 24.00		Sub Total	11,500.80
A 50% Deposit is required to start work		<b>Total</b>	<b>\$11,500.80</b>

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Authorized Signature \_\_\_\_\_

**Gym Complex - Verkada Video Surveillance**

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**Prepared For:**

City of Garden City, GA  
100 Central Ave  
Savannah, GA 31405

**Job Site:**

City of Garden City, GA  
Gym Complex  
4123 5th Street  
Savannah, GA 31408

**INTRODUCTION**

Thank you for the opportunity to provide a proposal for this project. NetPlanner Systems has a long history of successfully completing projects of this scope and magnitude for clients nationwide since our founding in 1987.

As one of the Southeast's leading providers of integrated technology solutions, NetPlanner prides itself in delivering best-in-class solutions and services backed by the most technical and certified employees in the industry. Our expertise includes Communications Cabling, Wireless, Distributed Antenna Systems (DAS), Network Services, Access Control, Video Surveillance, Intrusion, A/V, Paging/Intercom, and Data Center Services. We also offer Intelligent Remote Monitoring & Management as well as service agreements that can be customized to meet your specific needs.

We dedicate our efforts to staying on top of the ever-changing world of communications technology to consistently deliver innovative, high performing systems. Our goal is to provide you with the highest quality solutions and a level of customer service that exceeds your expectations. Our commitment to the success of your technology systems will be evident in every project.

Please do not hesitate to contact me if you have any questions about this proposal. Again, thank you for this opportunity. We look forward to working with you.



Gym Complex - Verkada Video Surveillance

SCOPE OF WORK - Video Surveillance - ESTIMATE HL24001898-VSS-E5.2

Verkada Cameras

Verkada Video Surveillance

NetPlanner Systems will complete the following:

Gym

- Install (7) Verkada CH53-E Multi-Sensor Cameras in the identified Locations.
- Install (1) Verkada CD-53E Outdoor Dome Cameras in the identified Locations.
- Provide (8) 3-Year Camera Channel Licenses.
- Install Mounting Hardware as required.
- Program, Focus, and Aim Cameras to Client's desired Field-of-View.

Admin Building - East/ West

- Install (3) Verkada CH53-E Multi-Sensor Cameras in the identified Locations.
- Install (3) Verkada CD-53E Outdoor Dome Cameras in the identified Locations.
- Provide (6) 3-Year Camera Channel Licenses.
- Install Mounting Hardware as required.
- Program, Focus, and Aim Cameras to Client's desired Field-of-View.

Concessions Building

- Install (1) Verkada CH53-E Multi-Sensor Cameras in the identified Location.
- Install (5) Verkada CD-53E Outdoor Dome Cameras in the identified Locations.
- Provide (6) 3-Year Camera Channel Licenses.
- Install Mounting Hardware as required.
- Program, Focus, and Aim Cameras to Client's desired Field-of-View.

Camera Licenses to be added to the existing Verkada Server.

- *If Additional Server Storage is required, additional Costs will apply.*

SERVICES

Part Number	Description	Qty	UoM	Unit Price	Total Price
BOOM40WEEK	Weekly Rental, 40' Boom Lift, Includes Delivery/Pick Up, Tax, and Environmental Fees	1	EACH	\$1,474.36	\$1,474.36
				<b>TOTAL:</b>	<b>\$1,474.36</b>

**Gym Complex - Verkada Video Surveillance**


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**PROPOSAL COST SUMMARY**

Estimate	Description	Materials	Installation	Services	Total
HL24001898-VSS-E5.2	Video Surveillance - Verkada Cameras	\$72,734.53	\$18,290.00	\$1,474.36	\$92,498.89
<b>TOTALS:</b>		<b>\$72,734.53</b>	<b>\$18,290.00</b>	<b>\$1,474.36</b>	<b>\$92,498.89</b>

**INVOICING AND PAYMENT TERMS**

NetPlanner Systems, Inc. will invoice Customer for all materials and for mobilization upon approval of proposal. Customer will be invoiced for labor at the end of the project or at the end of the month, whichever comes first, based upon the percentage of the project completed. The Customer agrees to pay any and all payments according to the payment schedule. Should said payment(s) not be made, or if satisfactory arrangements for payment have not been made, NetPlanner Systems, Inc. reserves the right to stop all work until such time as payment is rendered or satisfactory payment arrangements have been made. Standard payment terms are NET 15 in the absence of a specific payment schedule.

Any required closeout documents, including, but not limited to, as-built drawings, test results, and warranties, will be released to the Customer once 90% of the total project payment has been received by NetPlanner Systems, Inc.

NetPlanner Systems, Inc. operates primarily as a contractor for sales tax purposes. This means all sales tax is paid at the point of purchase of materials and no sales tax may be charged to NetPlanner Systems, Inc. customers.

**INCLUSIONS**

Pricing includes above-described items by NetPlanner Systems, Inc. and applies to regular business hours unless otherwise stated, Monday – Friday from 7:30 AM - 4:30 PM.

Software updates/upgrades will be performed only on the equipment being installed.

This bid proposal and the pricing within are valid for 30 days. During this timeframe, if market volatility increases material and equipment costs, NetPlanner reserves the right to adjust the pricing accordingly until this proposal is signed by both parties. Should this occur, NetPlanner will provide written documentation immediately with a revised proposal reflecting the changes.

Due to current market conditions, including raw material shortages and ongoing price volatility in the industry, upon award, NetPlanner will invoice Customer for materials under standard payment terms. NetPlanner will order all materials immediately upon submittal approval or contract acceptance (if submittal is not required). Customer will have the option to store materials in NetPlanner's secure warehouse or on the job site.

NetPlanner is currently experiencing extremely long lead times on certain products. This can cause delay if appropriate action is not taken immediately at the start of the project. Because lead times are out of NetPlanner's control, NetPlanner will not be held responsible for delays due to product lead times.

**Gym Complex - Verkada Video Surveillance**

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**EXCLUSIONS**

Overtime labor is not included in this proposal.

Innerduct (Maxcell fabric, HDPE, microduct, ribbed, or smooth wall) is not included in this proposal unless it is specifically stated in the Scope of Work section of this NetPlanner proposal.

NetPlanner Systems is not responsible for conduit, millwork, or other general construction requirements that provide pathways to provided equipment. This also includes any ceiling reconstruction, i.e. ceiling tile/grid, sheetrock, etc.

NetPlanner Systems is not responsible for any configuration of Customer's network equipment that may impede the completion of the project.

NetPlanner Systems is not liable to the Customer or any third party for any delays, damages or equipment failure caused by any circumstances beyond our reasonable control.

NetPlanner Systems is not responsible for any applicable wall support, network, and power requirements.

**GOVERNMENT IMPOSED TARIFFS**

In the event that any tariffs, duties, or similar charges are imposed or increased on any materials, equipment, or products required for this project after the date of this contract, NetPlanner Systems shall be entitled to an equitable adjustment in the Contract Price and/or Contract Time to reflect the additional costs and/or delays incurred as a direct result of such tariff changes. The Contractor shall provide written notice to the Customer.

**CHANGE ORDERS**

Changes to the Scope of Work, delays due to site closings, limited access, or other events which the Customer requests will be handled as part of a Change Order. Customer should contact NetPlanner Systems' Project Manager with any requested changes, modifications, or enhancements to the project. NetPlanner Systems' Project Manager will prepare a Change Order which will address scope functionality changes, detail cost implications, and reflect any necessary equipment changes. The Project Manager must receive the signed Change Order before NetPlanner Systems will proceed with any ordering or changes in the project.

Additional labor resulting from a Change Order will be estimated at the time of request. If overtime or weekend work is required, the labor rate will be subject to a 1.5 multiplier. If holiday work is required, the labor rate will be subject to a 2.0 multiplier. The cost of additional materials and labor will be presented for Customer approval prior to commencing work on the Change Order. Additional charges for the changes will be added to the contract price and billed with the next scheduled contract payment.

The completion date shall be adjusted according to the change(s) mentioned above, and the original completion date shall become null and void. Agreements made by the Customer with other vendors or subcontractors on the job are not recognized.

**CUSTOMER SUPPLIED ITEMS**

All materials supplied by the Customer are to be on site by the specified date in the contract. It is the responsibility of the Customer to ensure that Customer-supplied items are in good and sufficient condition to be installed and that all necessary parts to install such items are present. The Customer bears all responsibilities pertaining to the condition, performance, and warranties of Customer-supplied items. NetPlanner Systems, Inc. shall install Customer-supplied items 'as is' and shall bear no responsibility, either explicit or implied, for the item or for its condition, performance, or warranty.

**Gym Complex - Verkada Video Surveillance**

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**CUSTOMER RESPONSIBILITIES**

To ensure that your project goes smoothly, please implement the following:

- A) Designate one person to be the Customer's point of contact. This person shall be kept informed of the job's progress and shall be provided answers to questions as they arise.
- B) Direct all questions to NetPlanner Systems, Inc.'s designated point of contact. Avoid trying to resolve questions or problems with workers, vendors, or other individuals on or off the job site.
- C) Make any and all changes to the original contract in writing and ensure that a "Change Order" form is completed and signed before those changes are made.
- D) NetPlanner Systems, Inc. shall in no way be held responsible for making the proposed system fully operational in the event that the Customer fails to disclose in explicit written terms the features required of the system and where lack of doing so is the cause for such failure to become operational. If such omissions by any third party or the Customer cause the system to be incomplete and unable to function as expected, it is up to the Customer to provide financial resources to correct such omissions.

**QUALITY**

All work shall be performed in a good and workmanlike manner per industry standards. All material is guaranteed to be new, unless otherwise specified.

**SAFETY**

NetPlanner Systems, Inc. shall take all necessary precautions for the safety of persons and the protection of the work and adjoining property. NetPlanner Systems, Inc. shall comply with all applicable provisions of federal, state and local safety laws and building codes including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard).

**INDEPENDENT CONTRACTORS**

The relationship of Customer and NetPlanner Systems, Inc. created by this agreement shall be that of independent contractors and not one of joint venture, partnership, or employment.

During the term of this Agreement and for a period of two (2) years following the date of the termination or expiration of this Agreement (or the date of any subsequent termination of the parties' relationship, whichever is later), Customer covenants and agrees that Customer shall not, directly or indirectly: (i) solicit, recruit, or hire (or attempt to solicit, recruit, or hire) or otherwise assist anyone in soliciting, recruiting, or hiring, any employee of NetPlanner Systems, Inc. who performed work for NetPlanner Systems, Inc. within the last year of Customer's relationship with NetPlanner Systems, Inc. or who was otherwise engaged or employed with NetPlanner Systems, Inc. at the time of termination or expiration of this Agreement and the parties' relationship, or (ii) otherwise encourage, solicit, or support any such employee(s) to leave their employment with NetPlanner Systems, Inc., until such employee's employment with NetPlanner Systems, Inc. has been voluntarily or involuntarily terminated or separated for at least six (6) months. In the event the Customer hires a NetPlanner Systems, Inc. employee, the Customer agrees to compensate NetPlanner Systems, Inc. an amount equal to the employee's minimum annual salary.

**Gym Complex - Verkada Video Surveillance**

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**DAVIS BACON ACT**

NetPlanner Systems, Inc. is compliant with all State, Federal and local labor and employee relations laws including Davis Bacon and Davis Bacon Related Act regulations and guidelines. Based upon Federal guidelines, it is the contracting agency's and/or contractor's responsibility to (a) notify bidders when a project falls under the Davis Bacon Act and/or Davis Bacon Related Act guidelines and (b) provide the Prevailing Wage Determination attached to the contract. NetPlanner Systems, Inc. bids its labor based upon criteria and requirements outlined within the RFP; as such, we will not take into consideration Davis Bacon Act/DBRA wage requirements if it has not been designated within the RFP/bid documents as a requirement. If a contract is awarded and later determined to be a Davis Bacon/Davis Bacon Related Act project, NetPlanner Systems, Inc. will issue a change order for the additional labor costs and/or have the right to cancel the contract based upon the contractor's failure to properly notify bidders of the Prevailing Wage requirements. In some instances, the Prevailing Wage Determination provided within an RFP/bid package does not include an employee classification matching the specialized skills required of our employees. Under these circumstances, our quote is based upon the prevailing wage rates for our classification, in the project's specific geographic location. In addition, should the contract be awarded to our company, we would need to submit an SF1444 requesting a wage conformance to include a worker classification for Telecommunications / Voice / Data / Video technicians.

**FEDERAL SUBCONTRACTOR STATUS**

If applicable, the parties hereby incorporate the requirements of 41 CFR §§60 1.4 (a) (7), and 29 CFR Part 471, Appendix A to Subpart A.

If applicable, this contractor and subcontractor shall also abide by the requirements of 41 CFR § 60 300.5 (a) and 41 CFR § 60 741.5 (a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

**BUILDING CODES**

All work performed under this agreement shall comply with applicable building codes. Any additional work required by the Building Department beyond the agreement of this contract is not the responsibility of NetPlanner Systems, Inc.

**ASBESTOS AND OTHER HAZARDOUS MATERIALS**

It is the obligation of the Customer to determine if the structure covered by this contract contains asbestos and/or other hazardous materials. This proposal and contract does not include any provision (neither monetary provisions nor time-schedule provisions) to cover the unforeseen hazards or additional work necessitated by removal of asbestos and/or other hazardous materials. If asbestos and/or other hazardous materials are discovered after work is already in progress, and if the asbestos and/or other hazardous materials represent a changed condition from those described in the plans and specifications, then NetPlanner Systems, Inc. shall be entitled to additional compensation and an increase in time for completion of the project.

**EXISTING CONDITIONS**

NetPlanner Systems, Inc. makes no representation of existing conditions and assumes no responsibility of condition for any of the Customer's equipment that may or may not be relocated or affected by NetPlanner Systems, Inc.'s work.

**Gym Complex - Verkada Video Surveillance**

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**HIDDEN DEFECTS**

It is acknowledged that hidden defects, faulty wiring, or other defective components of existing systems may need to be updated or replaced in order to properly complete the above-quoted work, and further acknowledged that the expense, if any, will be the responsibility of the Customer.

**PATHWAYS**

All conduits installed by others are assumed to be passable. NetPlanner Systems, Inc. is not responsible for repairing or replacing pathways installed by others.

Any conduits routing below foundation grade must be identified by the Customer so that NetPlanner Systems, Inc. can properly specify outdoor rated cable. Failure to identify such conduits will result in cable being replaced at additional cost to Customer. Indoor cable routing below foundation grade will not be warranted by NetPlanner Systems, Inc.

**LIENS**

NetPlanner Systems, Inc. retains the right to file a mechanic's lien and will not indemnify Customer and/or Lessee against all claims or liens filed by NetPlanner Systems, Inc. Indemnity shall include costs and attorneys' fees.

**FINANCE CHARGES**

Any contract payment or invoice amount not paid by the due date shall be considered delinquent and shall bear interest at the rate of one and one-half percent (1 1/2%) per month on the outstanding balance. If steps shall be taken, whether by suit or otherwise, to collect any sum including interest which has become delinquent, the Customer agrees to pay all costs thereby incurred, including any reasonable collector's fees, attorney fees, and court costs.

**INDEMNITY AND LIABILITY**

NetPlanner Systems, Inc.'s obligation to indemnify Customer or any other party shall be limited to the extent the loss, cost, expense, claim or demand for which indemnification is sought (i) arises out of or results from the negligence of NetPlanner Systems, Inc., its employees and subcontractors, and (ii) arises out of bodily injury (including death) or damage to tangible property of third parties. The indemnity shall not be interpreted to make NetPlanner Systems, Inc. liable for the negligence of any other party, nor for loss or damage to property or existing facilities of the Customer at or near the site of the Work. NetPlanner Systems, Inc. shall not be liable for any special or consequential damages, loss of profits, interest penalties or fines. Customer must make written demand for indemnity promptly after a claim is made against it.

NetPlanner Systems, Inc. absolves itself of any liability due to omissions or failures to perform by any engineering firm, consultant or other party engaged by the Customer. NetPlanner Systems, Inc. shall in no way be held responsible for making the proposed system fully operational if faulty design from any party not hired by NetPlanner Systems, Inc. is the cause for such failure to become operational.



Gym Complex - Verkada Video Surveillance

WARRANTY

NetPlanner Systems, Inc. hereby guarantees that the work shall be free from defects in labor for one (1) year from the date of completion of the project. NetPlanner Systems, Inc.'s liability for breach of warranty or failure or defect in performance of the Contract shall be limited to re-performing corrective services of the type originally performed by NetPlanner Systems, Inc. with its own forces, beginning at final completion and continuing for twelve (12) months thereafter, provided NetPlanner Systems, Inc. receives written notice of defective work within the warranty period. Materials and active hardware are warranted as specified by individual manufacturers and not by NetPlanner Systems, Inc.

NetPlanner Systems, Inc. will exchange any defective equipment at no labor cost for a period of 30 days. After 30 days, the Customer is responsible for exchanging defective equipment. NetPlanner Systems, Inc. can install exchanged equipment on a time and materials basis.

NetPlanner Systems, Inc. reserves the right to repair or replace defective items and will not compensate others for repair or replacement services.

ACKNOWLEDGEMENTS

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, either written or oral. This Agreement shall not be changed or modified by any oral agreement or any other agreement unless the same is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. If NetPlanner Systems, Inc.'s proposal is made a part of this Agreement and said proposal contains any terms or conditions inconsistent with the terms and conditions of this Agreement Form, then this Agreement Form shall govern.

ACCEPTANCE

NetPlanner Systems, Inc. is hereby authorized to perform the work as specified. Payment shall be made as outlined above. Customer agrees this proposal constitutes in its entirety all that will be provided by NetPlanner Systems, Inc. Customer's signature certifies acceptance of the terms and conditions set forth in this proposal and posted at www.netplanner.com/termsandconditions.

If this proposal is distributed by e-mail, then replying to such e-mail with the subject or message "I Accept" or any request by the Customer for NetPlanner Systems, Inc. to begin work on this project will constitute full acceptance of the terms and conditions set forth in this proposal and posted at www.netplanner.com/termsandconditions.

Customer

Authorized Signature:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

NetPlanner Systems, Inc.

Authorized Signature:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_



Main: 305-667-0633

Email: [kkull@pcsusa.net](mailto:kkull@pcsusa.net)

Web: [www.pcsusa.net](http://www.pcsusa.net)

**We have prepared a quote for you**

**Fortinet Firewalls, Switches & APs  
- Gym**

Quote # 018448  
Version 1

Prepared for:

**City of Garden City, GA**

Prepared by:

**PC Solutions & Integration**

## Fortinet Firewalls, Switches & APs - Gym

### Quote Information:

Quote #: 018448

Version: 1

Delivery Date: 02/12/2026

Expiration Date: 03/31/2026

### Prepared for:

City of Garden City, GA

100 Central Avenue

Garden City, GA 31405

Ben Brengman

(912) 856-7380

[bbrengman@gardencity-ga.gov](mailto:bbrengman@gardencity-ga.gov)

### Prepared by:

PC Solutions & Integration

Kendra Kull

9542701030

Fax 305-667-0618

[kkull@pcsusa.net](mailto:kkull@pcsusa.net)

### Firewalls

Line #	Part #	Product Description	Price	Qty	Ext. Price
		<b>Fortinet State Contract: GA State Networking 99999-SPD-SPD0000219-0006</b>			
1	FG-201GBDL-809-36	FortiGate-201G Hardware plus 3 Year FortiCare Premium and FortiGuard Enterprise Protection	\$12,663.82	2	\$25,327.64
2	FC2-10- AZVMS -465-01-36	FortiAnalyzer-VM Subscription License with Support 3 Year Subscription license for 50 GB/Day Central Logging & Analytics. Include FortiCare Premium support, IOC, Security Automation Service and FortiGuard Outbreak Detection Service.	\$12,075.00	1	\$12,075.00
<b>Subtotal:</b>					<b>\$37,402.64</b>

### Switches & APs

Line #	Part #	Product Description	Price	Qty	Ext. Price
3	FS-648F	FortiSwitch-648F Layer 2/3 FortiGate switch controller compatible switch with 32x 2.5G RJ45 + 16x 5G RJ45 ports, 8x 25G SFP28 and MACSec	\$4,090.00	3	\$12,270.00
4	FC-10-648FN-247- 02-36	FortiSwitch-648F 3 Year FortiCare Premium Support	\$1,227.04	3	\$3,681.12
5	FAP-441K-A	FortiAP-441K Indoor Wireless AP - 4 radios (Wi-Fi-7 Tri-band 2.4/5/6GHz 4+4+4 4 streams 4 radios) [Note: 6GHz band not available in all regulatory domains. Use of the 6GHz band subjects to regional regulatory authority approval], internal antennas, 2x 10	\$905.49	2	\$1,810.98
6	FC-10- FP41K-247-02-36	FortiAP-441K 3 Year FortiCare Premium Support	\$271.65	2	\$543.30

## Switches & APs

Line #	Part #	Product Description	Price	Qty	Ext. Price
7	FAP-231K-A	FortiAP-231K Indoor Wireless AP - (Wi-Fi-7 IEEE Tri-band 2.4/5/6GHz 2+2+2 2 streams 3 radios), internal antennas, 100/1000/2500/5 000 Base-T RJ45, BT/BLE, 1x RS-232 RJ45 Serial Port. Ceiling/wall mount kit included. For power order: 802.3at PoE injector G	\$328.66	8	\$2,629.28
8	FC-10- P231K-247-02-36	FortiAP-231K 3 Year FortiCare Premium Support	\$98.60	8	\$788.80
9	FAP-244K-A	FortiAP-244K Outdoor Wireless AP - (Wi-Fi-7 Triband 2.4/5/6GHz 2+2+2 2 streams 4 radios), [Note: 6GHz band not available in all regulatory domains. Use of the 6GHz band subjects to regional regulatory authority approval] internal antennas, 1x10/100/1000 R	\$1,006.10	4	\$4,024.40
10	FC-10- F244K-247-02-36	FortiAP-244K 3 Year FortiCare Premium Support	\$301.83	4	\$1,207.32
<b>Subtotal:</b>					<b>\$26,955.20</b>

## Labor

Line #	Part #	Product Description	Price	Qty	Ext. Price
11	PCS-100	Installation and configuration of Fortinet (2) firewalls, (3) switches and (14) access points	\$7,277.00	1	\$7,277.00
<b>Subtotal:</b>					<b>\$7,277.00</b>

## Quote Summary

Description	Amount
Firewalls	\$37,402.64
Switches & APs	\$26,955.20
Labor	\$7,277.00
<b>Total:</b>	<b>\$71,634.84</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

## PC Solutions & Integration

# Memo

**To:** Mayor & City Council Members

**From:** City Manager

**cc:** City Engineer, City Attorney, Water Operations Director, & Finance Director

**Date:** February 25, 2026

**Re:** Utilities On-Call Emergency Services Agreement

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The use of on-call contractors has been found to be an efficient tool in delivering utility maintenance and repair emergency services that could not otherwise be completed in a timely manner with limited City staff.

The City currently relies on limited internal staff for utility maintenance and repairs. In the event of a major system failure, natural disaster, or other significant emergency, the City's existing staff resources would be quickly overwhelmed, potentially leading to extended service outages and public safety hazards.

The most efficient and reliable option is to establish a formal on-call emergency services contract with Dustcom Limited, Inc., a vetted and qualified contractor already familiar with the City's specific utility infrastructure. The attached agreement will eliminate the delays associated with the standard competitive bidding process during an actual emergency, allowing for an immediate response.

If recommended for approval by City Council, staff will work with the City Attorney to prepare a resolution for placement on the March 16<sup>th</sup> council meeting agenda for formal approval consideration.

Thank you in advance for your consideration of this matter.

STATE OF GEORGIA

COUNTY OF CHATHAM

This **ON-CALL AGREEMENT FOR UTILITY INSTALLATION AND REPAIR** (the "Agreement") dated as of the \_\_\_\_ day of January, 2026, by and between **Garden City, Georgia**, a Georgia municipal corporation with a mailing address of 100 Central Avenue, Garden City, Georgia 31405 ("City), and **Dustcom Limited, Inc.**, a Georgia corporation with offices located at 1302 Dean Forest Road, Garden City, Georgia 31405 ("Contractor").

WITNESSETH:

WHEREAS, the City has selected Contractor from time to time to perform installation and repair work in connection with the City's water and sewer facilities and Contractor is willing to perform such work the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein, the City and Contractor agree as follows:

1. Project Work Orders. This Agreement establishes the terms and conditions for performance of work by Contractor pursuant to project-specific work orders that may be executed by the parties, in the form attached hereto as Exhibit A (each a "Work Order"), for individual projects costing less than \$25,000.00, (each a "Project"). The Work Order and the City's Purchase Order issued in connection therewith are the only valid authorizations for Contractor to perform work relating to any Project, and the City shall not be obligated to pay for any work of Contractor without a fully- executed Work Order and Purchase Order. In the event of a conflict or inconsistency between the provisions of a Work Order and the provisions of this Agreement, the provisions of the Work Order shall govern, but only to the extent of such conflict or inconsistency. Contractor acknowledges that this Agreement provides no assurance that any Work Orders will be executed by the City with Contractor and that execution of Work Orders and the decision to engage other contractors remains within the City's absolute discretion.

2. The Contract Documents.

A. The Contract Documents for each Project shall consist of this Agreement, the applicable Work Order, any drawings, specifications and other documents listed in the Work Order, all modifications to any such drawings and specifications and all Change Orders, as hereinafter defined, with respect to the Project. Together, these form the Contract for the Project. No change may be made to any of the Contract Documents except by a written order ("Change Order") signed by duly authorized representatives of the City and Contractor or, at the City's election, issuance of a new or revised Purchase Order reflecting the changed scope of Work and adjusted Contract Sum. The City may direct minor changes in the Work not involving adjustment of the Contract Sum or the Time for Completion and not

inconsistent with the intent of the Contract Documents pursuant to a written field order.

B. Notwithstanding any other term or provision of this Agreement, the City remains responsible for ensuring that any services provided in connection with each Work Order complies with the applicable federal, state and local laws, statutes, ordinances, rules and regulations. Accordingly, the City may at any time, and from time to time, in its sole and absolute discretion, modify any relevant provision of the Contract Documents to the extent necessary to comply with any current or future federal, state or local law, statute, ordinance, rule or regulation, which modification may be effected by written directive.

3. The Work. Contractor shall furnish and deliver the materials and equipment and perform all other work described in the Contract Documents for each Project (the "Work") in compliance with all terms and conditions of the Contract Documents. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, for scheduling and coordinating all portions of the Work and for coordinating the Work with the activities and operations of the City and others occupying or working in any area where the Work is to be performed.

The City will be permitted a period of ninety (90) days of acceptance testing to ensure that the Work materially conform to Specifications and the City's reasonable requirements. The City will acknowledge acceptance in writing for conforming Work. If the City determines the Work is materially non-conforming, The City will provide Contractor notice and reasonable opportunity to correct any such non-conformity during the acceptance testing period and may, at its option allow additional time for correction and acceptance. If the City determines the Work is materially non-conforming even after such reasonable opportunity to correct the Work, the City may terminate the applicable Work Order and receive a full refund of all fees.

4. Time for Completion. Contractor shall complete the Work within the Time for Completion stated in each Work Order ("Time for Completion"). Any phasing of the Work shall be determined and approved by the City prior to commencement of the Work. Time is of the essence of each Work Order. If Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or any agent or other contractor of the City, by changes ordered in the Work or by force majeure, as hereinafter defined, then the Time for Completion shall be extended for such reasonable time as the City shall determine. An extension of the Time for Completion shall be authorized only by Change Order.

The parties agree that in the event of untimely or nonconforming performance by Contractor, the City will be entitled to recover all expenses, cost, loses, and liabilities (including attorney fees) resulting from such delay or nonconforming performance. Such claim will not be subject to any limitation of damages. If Contractor defaults in the performance of the work pursuant to project-specific work orders or any other duty imposed upon Contractor hereunder, the City at its sole discretion (but shall not be required to), upon notice to Contractor and with or without terminating this Agreement, cure and rectify such defaults and either deduct the reasonable cost of cure and rectification from compensation due to Contractor hereunder or the City may directly bill Contractor for such reasonable costs, provided that Contractor did not cure the default within ten (10) business days of the

City's notification of the default.

5. Contract Sum. The City shall pay Contractor for the performance of the Work a total amount (the "Contract Sum") based on Time and Materials or Fixed Price, as set forth in the Work Order. For a period of twenty-four (24) months from the initial work order date, the City will be entitled to order additional work at the same price and at the same discount level as indicated in the initial Work Order. Thereafter, for a minimum of three (3) years, additional Work Orders are subject to price increase of not greater than 2% or CPI, whichever is less. These pricing terms are applicable to all products (including licensing), materials, equipment and all labor and services encompassing the work.

A. Third-Party Equipment Pricing. With respect to pricing for third-party equipment for which the City already has established pre-negotiated pricing (i.e., pricing with a manufacturer or distributor), Contractor will honor such pre-negotiated pricing and (if required) the City will facilitate the ordering process to ensure that Contractor is able to place orders pursuant to such negotiated pricing (on behalf of the City) with such manufacturer or distributor.

B. Time and Materials. If the Work Order provides for a Contract Sum determined on a time-and-materials basis, the Contract Sum shall consist of (i) compensation for the cost of Contractor's personnel actually engaged in performance of the Work in accordance with the hourly rate schedule specified in the Work Order, and, to the extent applicable, (ii) reimbursement for any costs actually and necessarily incurred by Contractor for materials, supplies and equipment incorporated in the Work, provided that costs in excess of \$2,500.00 for each such item are approved in advance in writing by the City. All hourly rates set forth in a Work Order shall remain in effect for the duration of the Work covered by the Work Order.

C. Price Cap. A Price Cap set forth in the Work Order is a budgetary amount for the Work covered by the Work Order established jointly by the City and the Contractor, and by executing the Work Order, Contractor agrees to use its best efforts to perform and complete the Work without exceeding the Price Cap and that this amount will not be exceeded without the City's prior written authorization. Contractor shall notify the City promptly in writing when the compensation earned by Contractor for the Work has reached eighty (80%) of the Price Cap.

D. Fixed Price. If the Work Order provides for a Contract Sum consisting of a fixed price ("Fixed Price"), such Fixed Price shall constitute full compensation for all labor, materials, equipment, subcontracts and other costs and expenses of performing the Work.

6. Sales Tax. The City will not be responsible for the payment of, or reimbursement to Contractor of, any charges, assessments, licenses or taxes that may be imposed or levied with respect to this Agreement or the Work. The City shall supply its tax exempt number to Contractor upon Contractor's request.

7. Payments.

A. Contractor shall invoice monthly or at such other intervals as specified in the Work Order. Invoices for payment of a Contract Sum based on time and materials shall be accompanied by completed timesheets in the form attached hereto as Exhibit B, signed by the City's representative designated on the Work Order, and, if the Work Order specifies reimbursable costs, supporting documentation for such costs.

B. Invoices by Contractor are subject to approval of the City, which may be withheld in whole or in part because of unsatisfactory progress, defective Work, liens or other third-party claims for which Contractor is responsible, failure of Contractor to make payments to subcontractors or suppliers, damage to property of the City or any other person or to the work of another contractor for which Contractor is responsible or other failure to carry out the Work in accordance with the requirements of the Contract.

C. No payment by the City shall be evidence of the performance of the Contract either in whole or in part, against any claim of the City, and no payment shall be construed to be an acceptance of any defective work or as a waiver of any of the provisions of the Contract.

8. Pre-Contract Investigation. Before executing a Work Order, Contractor shall carefully examine the site of the Work and adjacent areas and conduct such investigations of existing conditions as a reasonably prudent contractor would make. Contractor shall be conclusively deemed to have full knowledge of any and all conditions on, about or above the site relating to or affecting the performance of the Work in any way, to the extent that such conditions were indicated by such investigations or should have been indicated to a reasonably prudent contractor. Under no circumstances shall any extra compensation be allowed Contractor because of its failure to inform itself fully and to include in the Price Cap or the Fixed Price all items of labor, materials and equipment required or necessary to be furnished under the Contract.

9. Protection of Persons and Property. Contractor shall take all necessary precautions for the safety at, and shall assume responsibility for and provide all necessary protection to prevent damage, injury or loss to: all workers performing the Work and all other persons who may be affected thereby; all the Work and all materials and equipment to be incorporated therein, whether on or off the site; and all other property at or adjacent to the site of the Work or other affected areas. The City shall not be responsible for any damage to or loss of any property of Contractor that results from, arises out of or occurs in connection with the Work.

10. Warranties.

A. Contractor warrants that it has the qualifications and skills to perform its obligations hereunder and its workmanship shall be performed in a professional workmanlike manner and material and equipment furnished under this Agreement shall be new of good quality and free from defects. Contractor warrants all of the Work is fit with respect to materials, equipment and workmanship for a period of one year from the date the Work is performed.

Where Contractor provides a product or equipment of others, Contractor will warrant the product or equipment to the extent warranted by such third party. This warranty shall be in addition to any other warranty required by the Contract Documents. This warranty (and any other warranty required by the Contract Documents) shall not limit or restrict any other right or remedy the City may have under the Contract Documents, and no warranty period shall be construed to establish a period of limitation with respect to any other obligation of Contractor under the Contract including without limitation Contractor's obligation to perform the Work in accordance with the Contract Documents.

B. Contractor warrants that all materials and equipment furnished as part of the Work will be new unless otherwise specified; that title to all such materials and equipment will pass to the City either by incorporation in the construction or upon receipt of payment by Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no such materials or equipment will have been acquired by Contractor subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by Contractor or any other person.

11. Correction of Work. Contractor shall promptly correct Work rejected by the City or failing to conform to the requirements of the Contract Documents at Contractor's sole expense. If, within the warranty period specified in Section 10A or any longer warranty period specified in the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the City to do so, at Contractor's sole expense. If Contractor fails to correct any Work as required, the City may correct it and Contractor shall promptly reimburse the City for all resulting costs. The City's rights under this Section 11 are in addition to all other rights and remedies of the City for breach of the Contract Documents.

12. Insurance. Contractor shall not commence the Work until it has obtained, at its own expense, all the insurance required under this Agreement and furnished to the City's City Manager certificates evidencing such coverage. Contractor warrants that all required insurance shall be maintained until the Work is complete and has been accepted by the City, provided that for any claims-made policies, Contractor warrants that it shall keep these policies in effect for at least three years following completion of the Work, and, if its claims-made policies are canceled during that three-year period, Contractor will purchase tail coverage for the remainder thereof. Contractor insurance shall include the following:

A. Workers' Compensation Insurance in compliance with Georgia Law and Employers' Liability Insurance with a limit of at least \$1,000,000 for each occurrence for all such employees not otherwise protected by Workers' Compensation Insurance (unless Contractor is a sole proprietorship, in which case no such insurance is required);

B. Comprehensive General Liability Insurance with a combined personal injury, bodily injury (including death) and property damage limit of at least \$3,000,000 per occurrence, including Broad Form Blanket Contractual Liability; Broad Form Property Damage; Personal Injury Liability (with the employee's exclusion void); and Products Liability and Completed Operations; and,

C. Comprehensive Automobile Liability Insurance for not less than \$2,000,000 for bodily injuries or death resulting therefrom to each person and for each occurrence and property damage in an amount of not less than \$2,000,000 for each occurrence, covering all owned, non- owned, leased or hired vehicles to be used by Contractor or any subcontractor in furtherance of the Work.

The coverages described in subparagraphs B and C above shall be endorsed to include Garden City, Georgia and such other persons as the City may designate as additional insureds in connection with any Work. The procuring of the insurance shall not relieve Contractor of any obligation or liability assumed hereunder exclusively, including the following Hold Harmless Agreement.

13. Hold Harmless Agreement. Contractor shall assume entire responsibility and liability for any and all losses, damages or injuries of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of Contractor or the or otherwise, and to all property, including, without limitation, property of the City, or loss of use thereof, caused by, resulting from, arising out of or occurring in connection with the Work, or a breach of an agreement between Contractor and a third party. If any person shall make a claim for any loss, damage, or injury (including death resulting therefrom) whether such claim is based upon Contractor's alleged sole active or passive negligence or willful misconduct, or upon a wrong in which the City is alleged to have participated, or otherwise (unless the claim is based exclusively upon the City's alleged sole negligence or willful misconduct), Contractor agrees to the fullest extent of the law to indemnify the City and hold it safe and harmless from and against any and all loss, expense, liability, damage or injury, including attorneys' fees, that the City may incur or sustain as the result of any such claim. Contractor also agrees to assume, on behalf of the City, the defense of any action or proceeding at law or equity that may be brought against City upon such claim, and to pay all costs and expenses of whatever nature, including attorneys' fees, resulting therefrom or in connection therewith, and to pay on behalf of the City, upon demand, the amount of any judgment that may be entered against the City in any such action or proceeding. All references to the City in this Hold Harmless Agreement shall include, and all provisions of this Hold Harmless Agreement shall inure to the benefit of, Garden City, Georgia, and its officials, employees, agents, and representatives.

Contractor shall defend, indemnify and hold harmless the City and the City's officials, trustees, employees and agents from and against any and all claims, actions, loss, damage, cost and expense (including reasonable attorneys' fees), and whether direct, first party or third party, (a "Claim") insofar as such actions arise from, or are related to a claim that the Work (or any component thereof) infringes any patent, copyright, trademark, trade secret, database right, or other intellectual property or proprietary right of any third party.

14. Contractor's Obligation To Proceed. Contractor shall proceed promptly with all directions and orders of the City concerning the Work, regardless of the existence of any claim or dispute. Contractor shall have no right to suspend all or any part of the Work or to refuse to comply with any order or direction of the City pending resolution of any claim or dispute for any reason except failure to pay undisputed amounts. Any such suspension or refusal will be a material breach of the Contract.

15. Termination.

A. The City may terminate the Contract for any Project on seven days' written notice to Contractor if Contractor (a) disregards any law, statute, ordinance, rule, regulation or order or permit of a public authority applicable to the Work, any applicable rule, regulation or work requirement of the City or any direction or instruction given by the City's authorized personnel or (b) otherwise is guilty of substantial breach of a provision of the Contract. If the City terminates the Contract pursuant to this Section 15A, Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including, without limitation, compensation for consultant services and expenses made necessary thereby, and other damages incurred by the City, such excess shall be paid to Contractor. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference promptly to the City.

B. The City may terminate the Contract for any Project without cause at any time, for any reason, by giving seven days' written notice to Contractor. In the event of such termination, the City shall assume and be liable for all obligations and commitments that Contractor has undertaken or incurred in good faith in connection with the Work, to the extent that they cannot be canceled by Contractor, and shall pay Contractor amounts owing under Sections 5 and 7 of this Agreement on account of Work performed through the effective date of the termination. The City shall have no other liability to Contractor on account of such termination.

16. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. The City's choice of any remedy shall not operate to waive any other rights or remedies provided under the Contract Documents, or by law, against Contractor. The City, at its option, may choose more than one remedy or choose one or more particular remedies at different times. Neither the observations of the City, nor inspections, tests or approvals by persons other than Contractor, shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents. The City shall not be deemed to have waived or be estopped from asserting and enforcing, any of the provisions of the Contract by reason of any oral statement or any course of conduct by the City or by any employee, officer, agent or other representative of the City, and all claims by Contractor that may rely, in whole or in part, upon a theory of waiver or estoppel arising from any such statement or conduct are hereby waived and released by Contractor.

17. Force Majeure. If either party is rendered unable, wholly or in part, by a force outside the control of such party including without limitation an act of God, war, terrorism, fire, flood, explosion, act of governmental authority, strike, civil disturbance or failure of power, to carry out its obligations under the Contract or if the City is notified by a state or federal regulatory body that any aspect of the Contract does not comply with applicable law,

regulation, rule, policy or order applicable to the City, the affected party shall give the other party prompt written notice to that effect. Thereafter, failure to perform the affected obligations shall not be deemed a breach or a default under the Contract so long as the affected party is unable to perform for such a reason. Notice by Contractor of a claim for extension of the Time for Completion pursuant to this Section 17 shall be given in accordance with the notice section of this Agreement.

18. Access to Books and Records. Contractor agrees that the City's authorized representative may have access to the books, documents and records of Contractor and any subcontractor, that they may deem necessary to verify the nature and extent of the costs incurred by the City under this Agreement. Access to such items will be made available by Contractor for at least four years after the Work has been completed. This provision will be contained in any agreement between Contractor and any subcontractor with respect to the Work.

19. Survival. The provisions of the Contract relating to Warranties, Insurance, Hold Harmless Agreement, and any other provisions requiring continuing performance by Contractor shall continue in full force and effect notwithstanding the fact that the City has accepted and paid for the Work and notwithstanding any termination of the Contract.

20. Compliance With Laws and the City's Rules and Regulations. Contractor, at its sole expense, shall comply, and cause its employees, agents and subcontractors to comply, (i) with all federal, state and local laws, statutes, ordinances, rules and regulations and orders and permits of any public authority applicable to the Work, including, without limitation, laws prohibiting discrimination against employees or applicants for employment because of race, religion, color, national origin, sex, age or sexual orientation; and (ii) with all applicable rules, regulations and work requirements of the City that are brought to Contractor's attention.

21. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia (without regard to principles of conflicts of law or choice of law) and the parties hereto shall submit to the jurisdiction of the federal and state courts located in Chatham County, Georgia, for the resolution of any dispute arising hereunder, regardless of the place of execution or performance of the Work.

22. Written Notice. All notices hereunder shall be given by (a) mailing by registered or certified mail, return receipt requested, or (b) delivery by hand, or (c) sending by facsimile or electronic mail and confirming within forty-eight hours by registered or certified mail, return receipt requested or (d) delivery by overnight courier service. Notice to Contractor shall be sent to the address designated above and notices to the City shall be addressed to Garden City City Manager, 100 Central Avenue, Garden City, Georgia 31405. Any change in address shall be provided by written notice to the other party.

23. Miscellaneous. This Agreement, and any Work Order, contain the entire agreement between the parties concerning the Work, and supersede all prior negotiations, representations, agreements, proposals, promises, understandings and practices, whether written or oral. This Agreement, and any Work Order, may not be amended, nor may this Agreement or any of its rights or duties hereunder, or any Work Order, be assigned or

transferred by Contractor, unless the City has consented to such amendment, assignment or transfer, in writing. Any purported amendment, assignment or transfer without the City's consent shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is not for the benefit of any third party. If any provision of this Agreement shall be found to be unenforceable or invalid, the remaining provisions shall continue in full force and effect. If there is any conflict between the terms and conditions of this Agreement and those of any invoice, bill, purchase order, letter or other document issued by the City, the terms of this Agreement shall govern; provided, however, that the terms of the Work Order shall govern over inconsistent provisions of this Agreement to the extent provided in Section 1.

24. Term. This Agreement shall have a term of three years commencing on the date first above written. The Contract formed by each executed Work Order shall survive the expiration and term of this Agreement.

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

**GARDEN CITY, GEORGIA**

**DUSTCOM LIMITED, INC.**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

\_\_\_\_\_

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

**EXHIBIT A**

**WORK ORDER FORM**

**ON-CALL AGREEMENT FOR UTILITY INSTALLATION AND REPAIR  
WORK ORDER**

Project and Project Site:

Project Number:

On-Call Agreement Dated:

Name of the City's Representative:

Name and Address of Contractor:

Name of Contractor's Representative:

Other Description of Work:

Names and addresses of approved Subcontractors:

Contract Sum: Check the basis of the Contract Sum:

\_\_\_\_ Time and Materials subject to a Price Cap. Contractor shall use its best efforts to perform and complete the Work described herein without exceeding the following Price: \$ [            ]. This Cap shall not be exceeded without written authorization from the City's Representative. Contractor shall notify the City's Representative when the compensation earned by Contractor for this Work has reached 80% of the Price Cap.

Hourly Rate:

\_\_\_\_ Fixed Price. Contractor shall perform and complete the Work described herein for the following Fixed Price: \$ [     ].

Start Date:

Time for Completion:

Special Terms :

This Work Order is governed by the terms and conditions of the On-Call Agreement between the City and Contractor referenced above. Contractor shall perform the Work described above and complete the Work within the Time for Completion stated above. TIME IS OF THE ESSENCE. The City shall pay Contractor as provided in the On-Call Agreement for the performance and completion of the Work in accordance with the Contract Documents.

**CITY:**

**GARDEN CITY, GEORGIA**

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

Name: \_\_\_\_\_

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

**CONTRACTOR:**

**DUSTCOM LIMITES, INC.**

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

Name: \_\_\_\_\_

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

**EXHIBIT B**

Monthly Time Sheet



## Garden City Fire Marshal's Office

160 Main Street  
Garden City, GA 31408  
912 963-2734  
Firemarshal@gardencity-ga.gov



### MEMORANDUM

To: Rhonda Ferrell, City Manager

From: Mack Roberts, Fire Marshal

Date: January 28, 2026

Re: Proposed Text Amendment to Open Burning Ordinance – Sec. 30-27

City Manager Ferrell,

I respectfully submit this memorandum to request a limited text amendment to Section 30-27 of the City Ordinance regarding open burning regulations. The proposed revisions are intended to improve enforcement clarity, align responsibilities with operational practice, and streamline the compliance process.

#### REQUESTED AMENDMENTS

1. Delete Subsection (f)(5)(a)

Remove the requirement that the State Forestry Commission issue a permit for residential yard-trimming burns contained in subsection (f)(5)(a). They no longer issue permits.

2. Change City Police Department to City Authorities in Subsections (7)(h).

Amend enforcement language to include the City Authorities instead of the City Police Department, ensuring that fire-code officials may directly enforce the provisions of this section.

Specifically, subsection (7) (h) should be revised to read in substance:

“It shall be the duty of the City Authorities to enforce the provisions of this section. Each day this section is violated shall be considered a separate offense.”

#### PURPOSE OF AMENDMENTS

These revisions would strengthen local enforcement capability, clarify departmental authority, improve public compliance, reduce administrative delays, and enhance fire-prevention and life-safety efforts.

Respectfully,

Mack Roberts

Fire Marshal

ORDINANCE 2026 –

AN ORDINANCE AMENDING CHAPTER 30, ARTICLE II (ENVIRONMENT; AIR POLLUTION), OF THE CODE OF ORDINANCES FOR GARDEN CITY, GEORGIA, SO AS TO AMEND CHAPTER 30, CODE SECTION 30-27 ENTITLED “AIR POLLUTION; OPEN BURNING PROHIBITION” TO INCORPORATE CHANGES IN STATE LAW AS TO FIRES SET FOR THE DISPOSAL OF RESIDENTIAL YARD TRIMMINGS ORIGINATING ON PROPERTY WHERE THE BURNING IS TO OCCUR; TO IMPROVE ENFORCEMENT CLARITY, AND ALIGN ENFORCEMENT RESPONSIBILITIES WITH OPERATIONAL PRACTICE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, certain provisions in Code Section 30-27 entitled “Environment; Air Pollution; Open Burning Prohibition” have been outdated by changes in State law including, but not limited to, changes in the law relating to fires set for the disposal of residential yard trimmings originating on property where the burning is to occur; and,

WHEREAS, it is the desire of Mayor and Council to amend Code Section to ensure that the current ordinance complies with State Law, as well as to provide clarity as to departmental authority to enforce same, and to align enforcement responsibilities with operational practice;

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

Section 1: Chapter 30-27, of the Garden City Code is hereby deleted in its entirety and substituted by the following:

“Section 30-27. Air Pollution; Open Burning Prohibition.

- (a) No person shall dispose of residential waste or refuse by open burning, or cause, allow or permit open burning of residential waste or refuse.
- (b) No person shall conduct or cause or permit the conduct of a salvage operation by open burning.
- (c) No person shall cause or permit the disposal of nonresidential waste or refuse by open burning.
- (d) No person shall otherwise cause, allow, or permit open burning upon any property located within the City.

- (e) It shall be prima facie evidence that the person who owns or controls property on which open burning occurs has caused or permitted such open burning.
- (f) Exceptions to open burning prohibition are as follows:
  - (1) Fires used for the preparation of food such as barbecuing.
  - (2) Fires set in connection with agricultural operations related to the growing or harvesting of crops, provided that prior approval is obtained from the Georgia Forestry Commission.
  - (3) The use of safety flares for disposal of flammable gases for which there is no other practical means of disposal.
  - (4) Fires set for demonstration purposes related to the training of governmental or industrial personnel in firefighting procedures, provided prior written approval is obtained from the City Manager.
  - (5) Fires set for the disposal of residential yard trimmings originating on the property where the burning is to occur (yard trimmings to be restricted to plant material, grass cuttings, tree trimmings, hedge clippings, bushes, flowers, roots, branches, and tree limbs not over four inches in diameter), provided that:
    - (A) Burning takes place between the hours of 8:30 A.M. o'clock and sundown;
    - (B) The location of the burning is no less than 25 feet from any woodlands, forestland and/or open field that contains brush, grass, or other flammable material;
    - (C) The location of the burning is no less than 50 feet from any structure, including outbuildings, sheds, barns, and homes;
    - (D) The person responsible shall attend the burning at all times until completely extinguished and there is no risk for the burning to escape control;
    - (E) The person responsible shall take necessary precautions to prevent escape or spread from the original location;
    - (F) The person responsible shall be liable for any resulting damage to adjacent properties;

- (G) The yard trimmings must be dry to minimize the amount of smoke generated by the burning; and,
  - (H) The burning shall not occur in any drainage ditches.
- (6) Fires set for the disposal of residential waste or refuse for which provision has not been made elsewhere herein, provided that the procedure outlined in paragraph (7) below as applicable is complied with.
- (7) Fires set for the disposal of nonresidential waste or refuse may be permitted if the following provisions are complied with:
- (A) It must be shown that such open burning is absolutely necessary and in the public interest. Any person intending to engage in open burning of nonresidential waste shall submit a request to do so with the City Manager, for approval by the City Manager. All applications for permits must be submitted to the City Manager's Office, Monday-Friday, from 8:00 a.m. to 5:00 p.m. All applications submitted to the City before 5:00 p.m. will be reviewed by 5:00 p.m. the following business day. The application shall state the following:
    - (i) The name, address, and telephone number of the person submitting the application.
    - (ii) The type of business or activity involved, and a description of the proposed equipment and operating practices, the type, quantity, and the composition of nonresidential wastes to be burned, and the expected composition and amount of air contaminants to be released to the atmosphere.
    - (iii) The schedule of burning operations which shall be between the hours of 8:30 A.M. o'clock and sundown.
    - (iv) The exact location where open burning will be used to dispose of such waste, said location to be the farthest equidistance from (1) any building on the the owner's property, (2) any building on adjoining lands, and (3) any existing right-of-way.

- (v) Reasons why no method other than burning can be used for disposal of such waste.
  - (vi) Evidence that the proposed open burning has been approved by an agency which may have jurisdiction such as the Georgia Forestry Commission.
- (B) Upon approval of the application by the City Manager, the person may proceed with the operation without being in violation of this Subsection, provided that the person conducting the burning fully complies with all conditions and operating restrictions imposed by the City Manager as a part of such permit. The City Manager may revoke such permit at any time for cause.
- (C) Permit applications for the burning of land clearing debris, including trees, brush, and vegetation only, shall normally be considered as being necessary and in the public interest, provided that an approvable air curtain open pit destructor of suitable design and capacity is used to accomplish the burning, and further provided that such device is installed, maintained, and operated at maximum efficiency. Each such application, however, shall be considered individually upon its merits and the City Manager may decide that other factors require that such permit application be denied.
- (D) The City Manager may establish such conditions or burning or operational requirements in permitting the open burning authorized under Subsection (f) as are necessary, in the judgment of the City Manager, to minimize the air pollution emitted by such burning or to protect the health and safety of the public.
- (E) Permits for open burning granted under the provisions of this Subsection may be revoked by the City Manager, for cause, at any time.
- (g) No open burning shall occur on one's property without an individual of majority age being in attendance on the property with fire extinguishing equipment (e.g., a garden hose connected to the water supply) readily available for use.
- (h) It shall be the duty of the City Fire Department to enforce the provisions of this Code Section. Each day this Code Section is violated shall be considered a separate offense.

- (i) Notwithstanding anything to the contrary contained herein, no person shall conduct any outdoor burning on private land unless (1) the location is not less than 50 feet from any structure and adequate provision is made to prevent fire from spreading within 50 feet of any structure, or (2) the fire is contained in an approved waste burner located safely not less than 15 feet from any structure.”

Section 2: This ordinance shall become effective on the date of passage.

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

ADOPTED this \_\_\_ day of March, 2026.

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TONYA ROPER,  
Clerk of Council

RECEIVED AND APPROVED this the \_\_\_ day of March, 2026.

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BRUCE CAMPBELL,  
Mayor

Read first time:

Read second time and approved:

# Memo

**To:** Mayor & City Council Members

**From:** City Manager

**cc:** City Attorney, Finance Director & Department Directors

**Date:** February 25, 2026

**Re:** FY26 Budget Amendment – Loss of Fire Protection Fee Revenue

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The City has operated a fire services fee program since 2010, which was designated to cover the operating costs of the fire department, including personnel, equipment, and facility maintenance. Due to recent legal challenges and the resulting loss of the dedicated Fire Protection Fee revenue, the City's Fire Protection Fund is no longer sustainable. To ensure uninterrupted, essential fire protection services, the staff is proposing a budget amendment to eliminate the Fire Protection Enterprise Fund and transfer all Fire Department expenditures to the General Fund. The elimination of this fee causes a structural imbalance in the General Fund. The projected revenue loss for the current fiscal year is estimated at \$1.4 million. Furthermore, the negotiated settlement requires an unbudgeted \$700,000 payment in 2026 and another \$700,000 payment in 2027. For the 2026 budget cycle, the total estimated shortfall is \$2.1 million.

To maintain a balanced budget, which is required by law, the recommended budget amendment covers the following:

- Dissolve the Fire Protection Enterprise Fund structure.
- Transfer Fire Department Expenditures to the General Fund: Fire Department personnel, operational costs, and capital expenditures were transferred to the General Fund.
- Revenue Replacement: To offset the loss of the fee and fund the transferred expenditures, we will utilize:
  - Reductions in all general fund department budgets to help offset the loss.
  - Utilize reserve funds to cover the gap as needed.
  - Propose a reassessment of the property tax levy to cover the shortfall.

As depicted in the FY26 General Fund Budget Amendment Summary below, \$5,180,760 in Fire Department operating expenses, which includes the \$700,000 settlement payment for 2026, will now be transferred to the General Fund. This results in an increase of \$2,223,650 from the original FY26 adopted General Fund budget.

<b>GENERAL FUND SUMMARY</b>	<b>2026</b>	<b>2026</b>	<b>%</b>	<b>\$</b>
<b>Description</b>	<b>Adopted</b>	<b>Amended</b>	<b>Change</b>	<b>Change</b>
Legislative	172,500	143,000	-17%	(29,500)
Executive	658,100	635,000	-4%	(23,100)
Information Technology	1,232,700	1,211,900	-2%	(20,800)
Finance	295,700	258,600	-13%	(37,100)
Human Resources	315,000	315,500	0%	500
Municipal Court	496,950	499,550	1%	2,600
Police	7,120,500	6,798,400	-5%	(322,100)
Fire	-	5,180,760	100%	5,180,760
Emergency Management	21,500	31,500	47%	10,000
Public Works	1,538,025	1,530,225	-1%	(7,800)
Senior Center	290,600	286,000	-2%	(4,600)
Parks & Recreation	1,270,500	1,223,800	-4%	(46,700)
Planning & Zoning	1,031,500	959,450	-7%	(72,050)
<b>Operating Expenditures</b>	<b>14,443,575</b>	<b>19,073,685</b>	<b>32%</b>	<b>4,630,110</b>
<b>Capital Outlay Expenditures</b>	<b>1,004,375</b>	<b>1,318,015</b>	<b>31%</b>	<b>313,640</b>
<b>Transfer Out to Fire Protection Fund</b>	<b>2,720,100</b>	<b>-</b>	<b>-100%</b>	<b>(2,720,100)</b>
<b>Transfer Out to Stormwater Fund</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>0</b>
<b>Total Expenditures</b>	<b>18,168,050</b>	<b>20,391,700</b>	<b>12.2%</b>	<b>2,223,650</b>

The proposed amendments include approximately \$563,750 in General Fund departmental expenditure reductions. Staff has identified adjustments focused on non-essential operational spending to minimize service disruptions while offsetting the structural budgetary gap through targeted departmental expenditure reductions.

Due to the structural change in the Fiscal Year 2026 Budget associated with the elimination of the fire protection fund and transfer of the Fire Department's operating expenses to the General Fund, the budget transfer-out from the General Fund of \$2,720,100 to the Fire Protection Fund will be eliminated. Consequently, the fire department's operating expenses will now be supported by an increase of \$1,798,450 in appropriation from the prior year's accumulated fund balance, bringing the amended total appropriation to \$5,336,450.

Accumulated fund balance is the result of unspent revenues exceeding expenditures in previous years. The use of accumulated, unassigned fund balance is an action taken to bridge this temporary gap rather than implementing service cuts. While this action will allow us to avoid immediate service cuts and unsustainable tax hikes, it is not a sustainable long-term strategy. Using fund balance to cover recurring operating expenses (salaries, utilities, ongoing services) is akin to paying monthly rent with savings rather than income. Fund balance exists to protect against catastrophes. Consistently dipping into it reduces our capacity to respond to crises, such as major storms or economic downturns.

To maintain essential city services, specifically Fire, Police, Public Works, and Recreation, staff recommends the City Council consider increasing the millage rate for fiscal year 2026 from its current millage rate of 4.000 to a proposed millage rate of 6.000 to help offset the loss of fire protection. This will provide sustainable, recurring revenue rather than using unassigned fund balance to balance the general fund budget.

These are difficult recommendations that require shared sacrifice. However, these adjustments are necessary to ensure the City maintains its fiscal integrity and continues to provide the essential services our residents expect.

Staff will present more detailed information regarding the proposed FY26 Budget Amendment at the workshop.

If you have any questions, please let me know.

Thank you in advance for your consideration in this matter.