

A G E N D A
City Council Meeting
Monday, August 17, 2020 – 6:00 p.m.

➤ **OPENING**

- **Call to Order**
- **Invocation by Pastor Ashley Randall, Garden City United Methodist Church**
- **Pledge of Allegiance**
- **Roll Call**

➤ **PUBLIC HEARINGS**

- **PC2012, Zoning Text Amendment:** Receipt of public comment on an ordinance to amend the Code of Ordinances for Garden City, Georgia, as amended by amending Chapter 90, Article II therefore to add the permanent and temporary storage of salvage cars or vehicles to the permitted uses listed in Code Section 90-47(b), which use shall be permitted in I-2 zoning districts in Garden City, Georgia, subject to certain restrictions; to repeal all ordinances in conflict herewith; to provide an effective date; and for other purposes.

Speaking to a Public Hearing Item Protocol

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

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

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

Procedures for Conducting Public Hearings on Proposed Zoning Decisions:

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

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

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

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

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

➤ APPROVAL OF CITY COUNCIL MINUTES

- Consideration of the Pre-agenda Session & City Council Minutes from 7/20/20.

➤ CITY MANAGER REPORT

- Monthly staff reports included with the agenda packet
- Status Report: City Hall and City Facilities Reopening to the Public

➤ ITEMS FOR CONSIDERATION

- **Ordinance, Zoning Text Amendment:** First reading of an ordinance to amend the code of ordinances of Garden City, Georgia, as amended by amending Chapter 30, 90 Article 1 thereof, to add to section 90-5 the definitions of wood chipping/shredding and mulching, and to add wood chipping/shredding and mulching to the permitted uses listed in Section 90-47, which use shall be permitted in I-2 zoning districts in Garden City, Georgia, subject to certain conditions; to repeal all ordinance in conflict herewith; to provide an effective date; and for other purposes.
- **Resolution, Chatham County Emergency Operations Plan:** A resolution by the Mayor and Council to authorize the City to adopt the January 2020 Chatham County Emergency Operations Plan, and to authorize the City's Mayor to execute the plan.
- **Resolution, P8/Strategic Garden City Holdings LLC Development Agreement:** A resolution by the Mayor and Council to enter into a development agreement with P8/Strategic Garden City Holdings, LLC, for the development of properties on the east side of Old Dean Forest Road between Interstate 16 and Pine Meadow Drive; to authorize the City Manager to execute an agreement for said development.
(Documents to be transmitted via separate email)
- **Resolution, Coronavirus Relief Fund (CRF) Agreement:** A resolution by the Mayor and Council to authorize the execution of the Coronavirus Relief Fund (CRF) terms and conditions agreement; to authorize the acceptance of grant payments, including all understandings and assurances contained within such agreement; to direct and authorize the person identified as the official representative of the City, or the designee of the City to act in connection with the grant application; and to provide such additional information as may be required.
- **Resolution, Community Garden Agreement (2nd Street):** A resolution by the Mayor and Council to authorize the execution of a lease pursuant to which the City shall rent certain property located at 4115 Second Street in Garden City, Georgia, for the purpose of maintaining and managing a community garden thereon.
- **Resolution, Public Works Department and Water/Sewer Operations Vehicles:** A resolution by the Mayor and Council to enter into purchase contracts with J.C. Lewis to sell the City (3) 2021 F-150 Crew Cab Trucks at the total price of \$90,078.00 and (1) 2021 F-350 Regular Cab Truck at the total price of \$36,438.84, and to authorize the City Manager to execute the purchase contracts.

- **Resolution, Pavement Repair Contract (Intersection of Main St. / Foundation Dr.):** A resolution by the Mayor and Council to award a contract to R.B Baker Construction in the amount of \$25,750.00 for the road repair work at the intersection of Main Street and Foundation Drive, and to authorize the City Manager to execute the contract.
- **FY2020 Fee Schedule Revisions:** Consideration by Mayor and Council to approve revisions to the City's FY2020 fee schedule.

➤ **RECEIPT OF INFORMAL PUBLIC COMMENT:**

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

Informal Public Comment – Speaker Protocol

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

➤ **ADJOURN**

City of Garden City – Zoning Text Amendment Application



Applicant Information

Applicant	
Name	Address
City of Garden City	100 Central Avenue Garden City GA 31405
Phone	Email
912-966-7777	srobidder@gardencity-ga.gov
Engineer/Surveyor	<input type="checkbox"/> Same as authorized agent <input type="checkbox"/> Check here to receive staff review comments via email
Company Name	Contact (Individual Name)
N/A	N/A
Phone	Email
N/A	N/A
Authorized Agent (Requires Authorized Agent Form)	
Company Name	<input type="checkbox"/> Check here to receive staff review comments via email
N/A	N/A
Phone	Email
N/A	N/A

Campaign Contribution

List below the names of local government officials, Garden City City Council, to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total \$250.00 or more or to whom gifts were made having a total value of \$250.00 or more.

Elected Official's Name	Amount or Description of Gift
N/A	N/A

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

C. Scott Robidder

Print Name

Signature

Date

OFFICE USE ONLY			
Received By	Date Received	Case Number:	
Submittal Format	<input type="checkbox"/> Electronic <input type="checkbox"/> Paper <input type="checkbox"/> Both	Fee Amount Paid	Invoice Number
		—	PC2012 EWA

City of Garden City – Zoning Text Amendment Application



Development Information (If applicable)

Development Name	
N/A	
Property Address	
N/A	
N/A	
Current Zoning	Proposed Zoning
N/A	N/A
Current Use	Proposed Use
N/A	N/A
Parcel ID	Total Site Acreage
N/A	N/A
Proposed Water Supply	
Proposed Sewage Disposal	
<input type="checkbox"/> Public <input type="checkbox"/> Private	<input type="checkbox"/> Public <input type="checkbox"/> Private

Zoning Classification Alteration Request

District/Classification: I-2

Code Section: Chapter 90 Article II Sec. 90-47(b)

Specific Request:

An ordinance to amend the code of ordinances for Garden City, Georgia as amended by amending Chapter 90 Article II

thereof, to add the permanent and temporary storage of salvage cars or vehicles to the permitted uses listed in Code Section 90-47(b), which shall be permitted in I-2 zoning districts in Garden City, Georgia subject to certain restrictions; to repeal all ordinances in conflict herewith; to provide an effective date and for other purposes.

Justification for Request:

To add the permanent and temporary storage of salvage cars or vehicles to the permitted uses listed in code section 90-47(b).

Please provide any additional information that you deem relevant.

ORDINANCE 2020 -

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR GARDEN CITY, GEORGIA, AS AMENDED, BY AMENDING CHAPTER 90, ARTICLE II THEREOF, TO ADD THE PERMANENT AND TEMPORARY STORAGE OF SALVAGE CARS OR VEHICLES TO THE PERMITTED USES LISTED IN CODE SECTION 90-47(b), WHICH USE SHALL BE PERMITTED IN I-2 ZONING DISTRICTS, IN GARDEN CITY, GEORGIA, SUBJECT TO CERTAIN RESTRICTIONS; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. Chapter 90, Article II, Section 90-47(b), of the Code of Ordinances of Garden City, Georgia, as amended, entitled "Zoning: Permitted Uses," is hereby amended by adding the following paragraph 126 permitting the permanent and temporary storage of salvage cars or vehicles in I-2 Zoning Districts;

"126. Permanent or Temporary storage of salvage cars or vehicles: I-2

The following standards shall apply:

- (a) *Site plan review.* A site plan shall be submitted for review and approval by the Planning Commission prior to the issuance of any permits or a business license for the proposed site. No use or development shall be allowed on the site that is not shown on the approved site development plan. Such plans shall include gross acreage, the number, type and location of buildings, parking/loading areas, and service drives, building heights, open space, setbacks, buffer strips, the location and design of fences and materials of construction, and such other information as may be reasonably required by the Planning Commission.
- (b) *Buffers and screens.* A screening fence shall be erected entirely around the use. The screening fence shall be constructed of brick, stone, masonry units, or other similar material, excluding tin, wood, plastic, doors, woven wire, salvage material or other similar products. A minimum of a 25-foot-wide irrigated landscaping buffer or a natural buffer at least 50 feet in width shall be established along the exterior of the fence. Where such operation has frontage on an expressway, major arterial, secondary arterial, or minor arterial road, or faces a residential area, the required fence shall be not less than 10 feet, nor more than 12 feet, in height. On all other sides, the screen shall be no less than 10 feet tall nor more than 12 feet in height. No materials shall be stored or

stacked above the height of the screening fence.

(c) *Burning.* There shall be no onsite burning of materials except within a furnace or incinerator approved by the county health department and appropriate state regulatory agencies.

(d) *Access.* Access shall be only from a collector street or a secondary arterial or major arterial road. There shall be a minimum of one 30-foot wide entrance drive and one 30-foot wide exit drive. All entrance and exit drives shall have gates which shall be set back a minimum of 60 feet from the entrance/exit property lines.

(e) *Separation from other uses.* The use shall be separated from the following uses by the distances indicated, as measured in a straight line which is the shortest distance from the property line of the proposed storage facility to (i.e., the distance being measured from the closest point of each property):

1. the property line of a dwelling unit: 1,500 feet.
2. a residential zoning district: 1,500 feet.
3. a C-1 zoning district: 1,500 feet.
4. any other business zoning district or property line of a business use: 100 feet.

(f) *Dismantling activities.* There shall be no dismantling of salvage cars or vehicles on the premises.

(g) *Nonconforming salvage yards.*
Any yard storing salvage cars or vehicles in operation prior to ____, 2020, shall have one year from such date to comply with the terms and provisions of this Ordinance with the exception of the provisions of Subsection (e), the requirement for an irrigated landscaped buffer or natural buffer located adjacent to the exterior of a screening fence which may be waived by the building official if the existing fence construction and maintenance is in compliance with Subsection (b)."

(h) *Fire Prevention Regulations.*

1. Operators of storage yards for salvaged vehicles shall apply for and obtain operating permits from the City's Fire Marshal's Office certifying that the facility is operating in compliance with the International Fire Code and the City's Fire Prevention Code. Such operating permits are not transferable and must be annually renewed.
2. An operator of a storage yard for salvaged vehicles shall place and maintain a sign outside the storage facility legible from the

nearest public right-of-way which lists the names and telephone numbers of one or more persons in Chatham County who may be contacted to give City officials/employees admittance to the yard in the event of an emergency.

3. Fire extinguishers shall be present at each storage yard for salvaged vehicles.

4. No toxic pollutants of any kind shall be discharged into the City's sanitary sewer system. Transmission fluid, motor oil or other related pollutants resulting from the storage of junk or salvaged material may be stored at the site in only leak-proof, EPA-approved containers, but may not exceed 500 gallons in quantity at a given time. The disposal of such pollutants shall only be made in accordance with the applicable state and local laws and regulations.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

ADOPTED THIS ____ day of August, 2020.

Rhonda Ferrell-Bowles, Clerk of Council

RECEIVED AND APPROVED THIS ____ day of August, 2020.

Don Bethune, Mayor

Read First Time: _____

Read Second Time and Passed: _____

M I N U T E S
City Council Meeting via Zoom
Monday, July 20, 2020 – 6:00 p.m.

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

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

Roll Call

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

Staff Member: Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/ Clerk of Council; Ben Brengman, IT Director; Gil Ballard, Chief of Police; Cliff Ducey, Recreation Director; Benny Googe, Public Works Director; Corbin Medeiros, Fire Chief; and Scott Robider, City Marshal. Absent: Pam Franklin, HR Director

Public Hearing:

PC2011, Ordinance Amendment Request: Mayor Bethune opened the public hearing to receive public comment on a request by the City of Garden City for an ordinance to amend the code of ordinances of Garden City, Georgia, as amended by amending Chapter 30, 90 Article 1 thereof, to add to section 90-5 the definitions of wood chipping/shredding and mulching, and to add wood chipping/shredding and mulching to the permitted uses listed in Section 90-47, which use shall be permitted in I-2 zoning districts in Garden City, Georgia, subject to certain conditions; to repeal all ordinance in conflict herewith; to provide an effective date; and for other purposes.

City Marshal stated that staff did a full review of the ordinance to make sure that the specifications met the needs.

Mayor Bethune asked if there was anyone who wished to speak for against the ordinance. There being no questions or comments, Mayor Bethune closed the public hearing.

City Council Minutes: Mayor Bethune called for a motion to approve the city council minutes dated 6/15/20. Councilmember Kicklighter made a motion to approve the minutes. The motion was seconded by Councilmember Daniel. Councilmember Morris asked for the minutes to be amended to reflect that Councilmember Tice remained seated for a short time. The motion passed without opposition.

City Manager Report: City Manager stated that the monthly staff reports were included in the agenda packet for review.

City Marshal gave an update the reopening of City Hall and City Facilities to the public. He stated that we mostly be operating under Phase 1 for a while.

City Marshal gave an update on the damage and repair of the traffic signal at Chatham Parkway/Telfair Place.

Items for Consideration

First Reading - Ordinance, Zoning Map Amendment (14 Aviation Court): Clerk of Council read for the first reading the heading of an ordinance to amend the Zoning Ordinance and Zoning Map of Garden City, Georgia, as amended, to rezone Lot 9, Port Industrial Park Two Subdivision, Phase A revision and addition, Garden City, Chatham County, Georgia, more commonly known as 14 Aviation Court, Garden City, Georgia, owned by Groendyke Transport, Inc., from its present zoning classification of "I-1" to an "I-2" zoning classification.

Councilmember Ruiz made a motion to approve the ordinance on the first reading. The motion was seconded by Councilmember Kicklighter and passed without opposition.

Councilmember Kicklighter made a motion to suspend the rules of council to hold the second reading of the ordinance. The motion was seconded by Councilmember Daniel and passed without opposition.

Second Reading - Ordinance, Zoning Map Amendment (14 Aviation Court): Clerk of Council read for the second reading the heading of an ordinance to amend the Zoning Ordinance and Zoning Map of Garden City, Georgia, as amended, to rezone Lot 9, Port Industrial Park Two Subdivision, Phase A revision and addition, Garden City, Chatham County, Georgia, more commonly known as 14 Aviation Court, Garden City, Georgia, owned by Groendyke Transport, Inc., from its present zoning classification of "I-1" to an "I-2" zoning classification.

Councilmember Daniel made a motion to adopt the ordinance on the second reading. The motion was seconded by Councilmember Kicklighter and passed without opposition.

First Reading - Ordinance, Stop Signs at Davis Avenue/4th Street/5th Street/Delettre Avenue Intersections: Clerk of Council read for the first reading the heading of an ordinance to amend the Code of Ordinances for Garden City, Georgia, as amended, to amend section 78-8 and Article VI of Appendix B which is incorporated therein by reference, to provide for a stop sign for traffic traveling in an east/west direction on Davis Avenue at its intersection with Fourth Street, and a stop sign for traffic traveling in a north/south direction on Fifth Street at its intersection with Delettre Avenue; to correct the direction of traffic on Fifth Street at its intersection with Davis Avenue.

Councilmember Tice made a motion to approve the ordinance on the first reading. The motion was seconded by Councilmember Daniel and passed without opposition.

Councilmember Daniel made a motion to suspend the rules of council to hold the second reading of the ordinance. The motion was seconded by Councilmember Kicklighter and passes without opposition.

Second Reading - Ordinance, Stop Signs at Davis Avenue/4th Street/5th Street/Delettre Avenue Intersections: Clerk of Council read for the second reading the heading of an ordinance to amend the Code of Ordinances for Garden City, Georgia, as amended, to amend section 78-8 and Article VI of Appendix B which is incorporated therein by reference, to provide for a stop sign for traffic traveling in an east/west direction on Davis Avenue at its intersection with Fourth Street, and a stop sign for traffic traveling in a north/south direction on Fifth Street at its intersection with Delettre Avenue; to correct the direction of traffic on Fifth Street at its intersection with Davis Avenue.

Councilmember Kicklighter made a motion to adopt the ordinance on the second reading. The motion was seconded by Councilmember Lassiter and passed without opposition.

Resolution, Chatham County Canal Maintenance Agreement: Clerk of Council read the heading of a resolution authorizing the City of Garden City to enter into an agreement with Chatham County for the continuance of the County wide Canal Maintenance Program to assist with maintaining the canals located in the City; to authorize the City Manager to execute the agreement.

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

Resolution, Turf Renovator Proposal: Clerk of Council read the heading of a resolution by the City Council to accept the proposal of Power Turf Renovation, LLC, to sell to the City a Power Turf Renovation Turf 60" Sports Turf Resurfacing Machine with its customary accessories for the amount of \$12,922.00; to authorize the City Manager to execute the purchase order.

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

Resolution, Revised Subdivision Plat (Habitat for Humanity - Spivey Avenue): Clerk of Council read the heading of a resolution of the Mayor and Council approving a revised version of the subdivision plat for the subdivision of a portion of Farm Lot 9 Sharon Park Farms owned by the Coastal Empire Habitat for Humanity, Inc.

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

Informal Public Comment: Mayor Bethune stated that no one signed up for the informal public comment portion of the meeting.

Adjournment: There being no further agenda items for discussion, Mayor Bethune called for a motion to adjourn the meeting. Councilmember Kicklighter made a motion to adjourn the meeting at approximately 6:25 p.m. The motion was seconded by Councilmember Daniel and passed without opposition.

*Transcribed & submitted by: Clerk of Council
Accepted & approved by: City Council 8/17/20*

SYNOPSIS
Pre-Agenda Workshop Session via Zoom
Monday, July 20, 2020 – 5:00 p.m.

Call to Order: Mayor Bethune called the per-agenda workshop session to order at 5:00 p.m.

Opening: Mayor Bethune gave the invocation.

Roll Call

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

Staff Members: Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Corbin Medeiros, Fire Chief; Ben Brengman, IT Director; Gil Ballard, Chief of Police; Benny Googe, Public Works Director; Cliff Ducey, Recreation Director; Scott Robider, City Marshal and Katie Draeger, Revenue Collections / Utility Billing. Absent: Pam Franklin, HR Director.

Delinquent Water Bill Update: Katie Draeger, utility billing, gave city council an update on the delinquent utility accounts. Garden City currently has \$66,000 in delinquent utility accounts with only twenty-six payment extensions having been requested by customers. She stated that staff is in the process of developing a plan to address these delinquencies now that the moratorium has been lifted on service suspensions related to the COVID -19 pandemic.

Sports Turf Resurfacing Machine Quote: Recreation Director presented a quote for the purchase of a Turf resurfacing machine to level the fields. He stated that we have received complaints about the build up on the playing fields, because it causes the ball to get a bad hop. He stated that this piece of equipment is in the budget for FY2020. He stated that this machine would save us money, because it would allow us to level out the fields.

City Manager stated that this item is listed on tonight's agenda for consideration.

Pavement Repair Quote – Intersection of Main Street & Foundation Drive: City Marshal stated that over the last several months, representatives from Owens Corning located off Foundation Drive have requested that the City make repairs to the pavement at this intersection since Main Street is a City Street.

The City has reached out to multiple paving contractors to obtain quotes to perform these repairs. We are looking at around \$27,000 for the work.

Damage to City Infrastructure – Chatham Parkway/Telfair Place: City Marshal briefed City Council on the emergency repair to restore the traffic signal to pre-incident working conditions at the intersection of Chatham Parkway and Telfair Place. He stated that we have partnered with our assigned Risk Specialist with Georgia Municipal Association to seek cost recovery from the insurer of the at-fault party.

County Canal Maintenance Agreement: City Manager stated that the County is asking us to renew our County Wide Canal Maintenance Agreement with them. This is a multi-year agreement for the County to assist the City with the maintenance of the major canals within our city limits. The County has similar canal

maintenance agreements with the surrounding municipalities. This item is listed on tonight's agenda for consideration.

Finance / Budget Items

- ***Mid-Year Revenue & Expenditures Report as of 6/30/20:*** Finance Director presented the Mid-Year Revenue & Expenditures Report as of 6/30/20. City Council accepted the report as presented.
- ***FY2020 Annual Pay Adjustment for City Employees:*** Finance Director presented staff's recommendation for the annual pay adjustment for city employees. City Council accepted/approved the annual pay adjustment for employees as presented.
- ***FY2021 Budget Process:*** Finance Director presented the proposed schedule for the development and preparation of the FY2021. City Council accepted/approved the FY2021 Budget Process Schedule/Events as presented. She stated that I will send out a calendar request/notice for the FY2021 City Council Budget Workshop scheduled for Monday, September 28th from 8:30 a.m. to 4:30 p.m.

Review of Council Agenda Items: City Manager presented an overview of the items listed on the council meeting agenda.

There being no further items for discussion, the City Council adjourned the pre-agenda workshop session at approximately 5:51 p.m.

*Transcribed & submitted by: Clerk of Council
Accepted & approved by: City Council 8/17/20*

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: August 17, 2020

SUBJECT: Human Resources Department Report for JULY 2020

Report in Brief

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

Prepared by: Pam Franklin

Title: Human Resources Director

Attachment(s)

Human Resources Department / Month End Report

Recruitment/Positions filled

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

New Hires

There are no new hires to report for July.

Promotions/Milestones

Katie Draeger in the Finance Department now serves as the Revenue Collections Manager.

Crystal Russell in the Finance Department now serves as a Financial Services Specialist.

Employment Terminations

There are no separations from employment this month.

City Employment

The City ends the month of July with 98 full time employees.

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

Active FT City Employees by Department

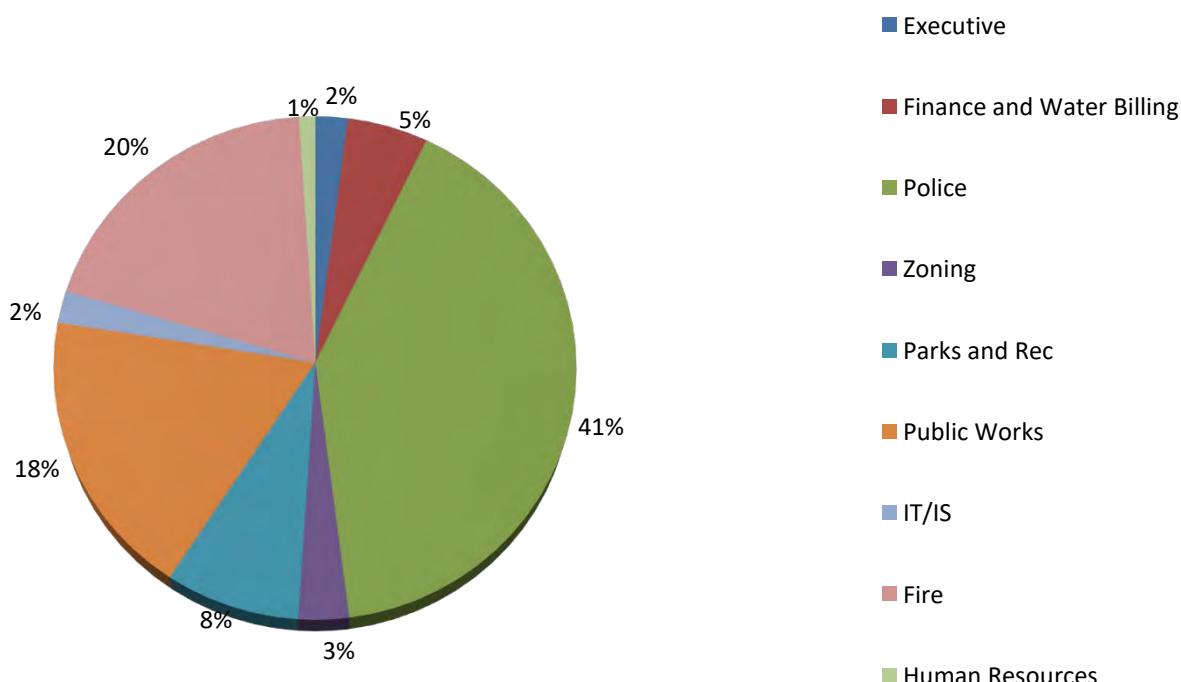


FIGURE 1 NOTE: 2020 TOTAL COUNCIL APPROVED/BUDGETED POSITIONS IS 114

ADDITIONAL PERSONNEL INFORMATION INCLUDING PART-TIME EMPLOYEES

This report normally covers the count for full-time employees only. In view of the current COVID-19 pandemic, I have included the count and employment status changes for all City employees to include part-time regularly scheduled, part-time casual (persons that have other employment and work as needed), as well as full-time employees.

TOTAL EMPLOYEES: 118
FULL TIME ONLY: 98
PART TIME: 3
PART-TIME CASUAL: 17

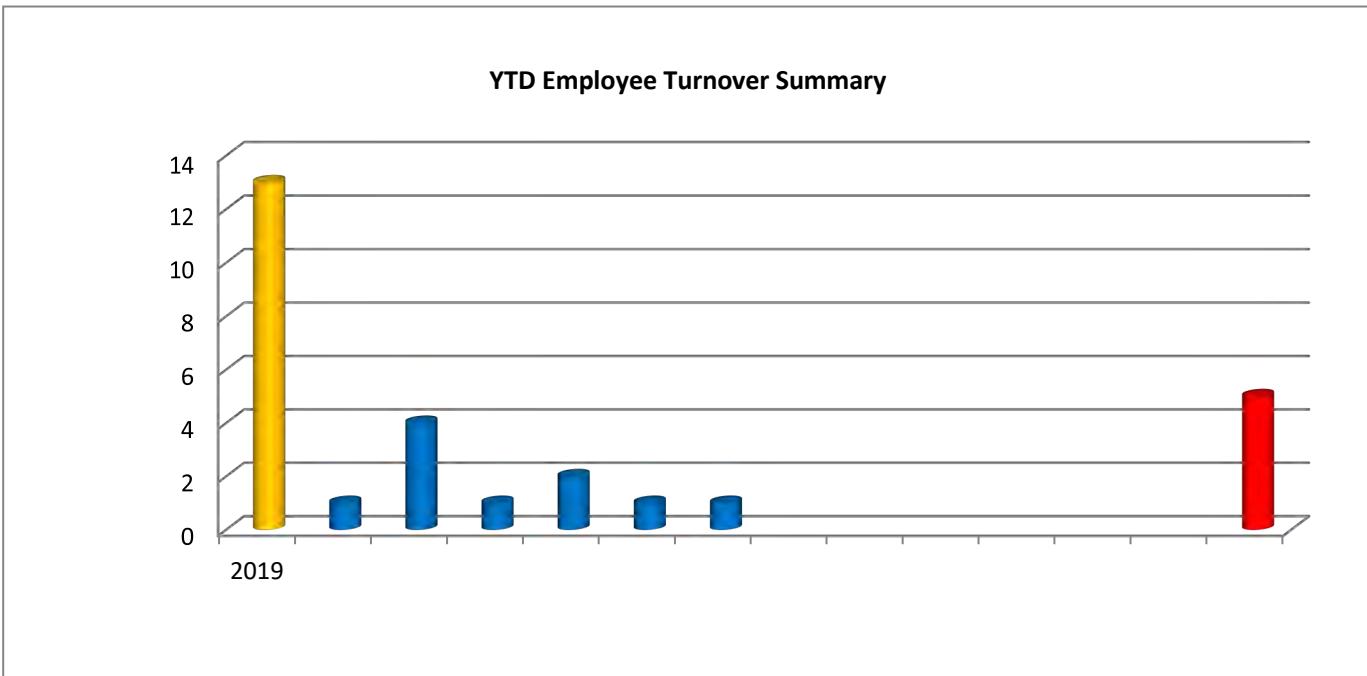
Details as to the status of all City employees beginning with January 1, 2020 through the current date, is included as an attachment.

EMPLOYEE TURNOVER DATA

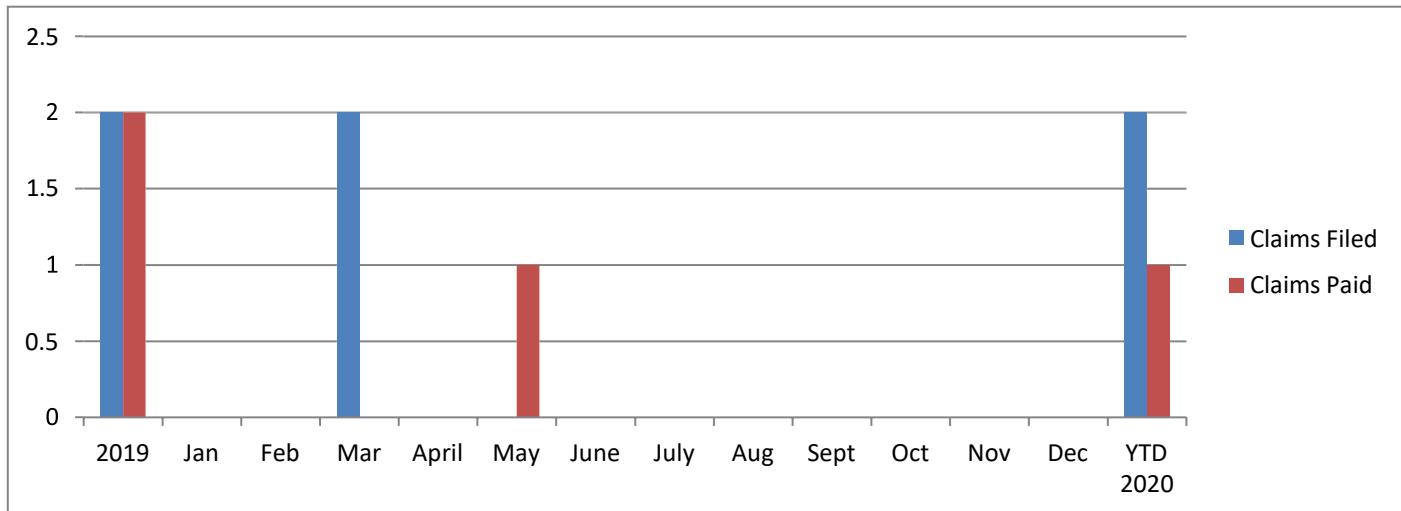
The City's turnover rate per month

- January 1%
- February 4%
- March 1%
- April 2%
- May 1%
- June 1%
- July 0

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

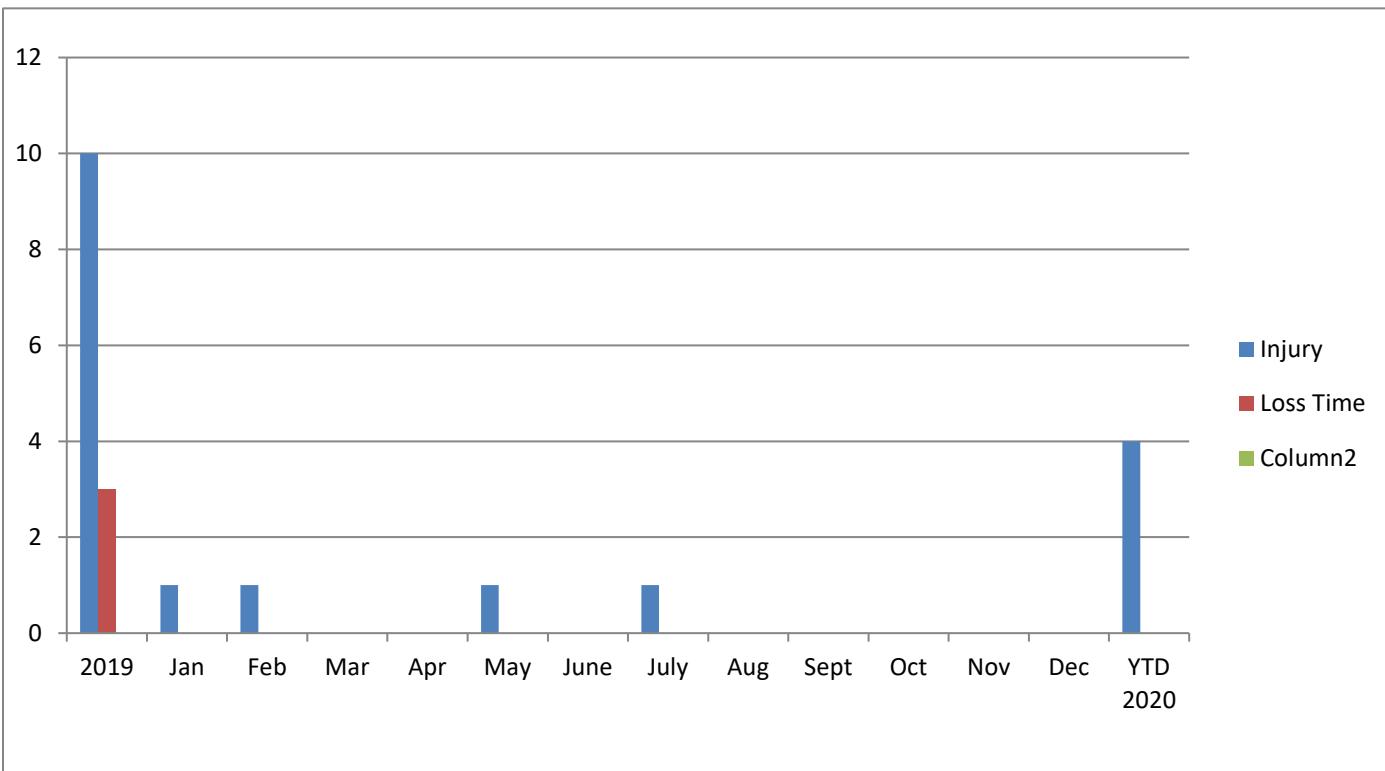


Unemployment Claims: One unemployment claim has been received to date with 2 claims filed, no change for July.



Workers Compensation

One, unavoidable, workplace injury occurred during the month of July.



GARDEN CITY PERSONNEL DATA

Data as of **31-July-20**

HIRED 2020

Job Title	Hire Date
FIREFIGHTER	2/7/2020
FIREFIGHTER	2/7/2020
FIREFIGHTER	2/7/2020
CODE ENFORCEMENT OFFICER	2/14/2020
FIRE MARSHALL	2/24/2020
POLICE RECRUIT	3/16/2020
POLICE RECRUIT	3/16/2020

Total New Employee Hires in FY2020 = 7

TERMED 2020

Job Title	Term Date	Reason
SPECIAL PROJECTS COOR.	1/2/2020	RESIGNED
FIREFIGHTER	2/2/2020	RESIGNED
FIREFIGHTER	2/4/2020	RESIGNED
POLICE OFFICER	2/7/2020	RESIGNED
MECHANIC	2/13/2020	PERM LAY OFF
CODE ENFORCEMENT OFFICER	2/14/2020	RETIRED
CODE ENFORCEMENT OFFICER	3/23/2020	RESIGNED
DETECTIVE	4/3/2020	RESIGNED
EXECUTIVE ASST., PD	4/24/2020	RETIRED
POLICE RECRUIT	5/27/2020	RESIGNED
POLICE OFFICER, K-9	6/16/2020	RESIGNED

Total Employees Terminated or Separated in FY2020 = 11

Job Title	Lay-off date
PART-TIME	3/30/2020 (Status is INACTIVE)

Total Employees Furloughed in FY2020 = 1

REPORT TO MAYOR AND CITY COUNCIL**AGENDA ITEM**

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 8/17/2020
SUBJECT: *Technology Department Report for the Month of July 2020*

Report in Brief

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

Prepared by: Benjamin Brengman
Title Director of Information Technology

Attachment(s)

Technology Report

- Redeveloped the backup solution for the bodycam data to a cloud-based solution.
- Started the strategic plan to upgrade the servers.
- Working on new solutions to educate users on cybersecurity.
- Performed normal maintenance on the servers.

Social Media

- Currently we have 1214 followers on Facebook and 500 followers on twitter.
- Please visit our website for the latest on COVID-19.

Building Maintenance

- We are in the process of upgrading the filters in City Hall and Public Works.
- Maintenance on City Hall's HVAC was performed.

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL **DATE: 8/17/2020**

SUBJECT: *Public Works & Water Operations Monthly Status Report*

Report in Brief

The Public Works & Water Operations Departments Monthly Status Report includes an extensive summary of the monthly activity of all divisions within the Department. This report also provides information regarding key projects and/or activities throughout the month.

The operations detail contained in this report is for the month of July and all project related information is current as of 7/31/2020.

Prepared by: Frank Sypeck
Title Public Works Administration

Reviewed by: Benny Googe
Title Public Works Director

Attachment(s)

Public Works Department
Monthly Status Report
Summary – July 2020

Operations & Maintenance

Public Works personnel completed 30 **Resident Requests**, making 123 **Work Orders** for the month of **July**. They included:

Storm Drainage:

- Ditch Maintenance (Backhoe): 1,575 feet
- Canal Maintenance (Kubota Sidecutter): 6 miles (Kubota was operational late in the month)
- Underground stormwater utility point repairs: 0 feet pipe repair, multiple storm drains and inverts cleaned
- Storm Drains Vacuumed: \$0 (3rd Party)

Streets:

- \$0 for 3rd party street/asphalt repairs
- About 1,974 miles of shoulder maintenance
- Dirt/gravel roads scraped/graded: All dirt roads scraped
- Minor pothole/asphalt repair by staff (Priscilla D. Thomas, Telfair, Tremont)

Street Sweeping:

- 48 miles

Signs & Markings:

- Multiple Knockdowns/replacements/cleaned/new (Tremont, Varnedoe, 5TH & Delettre, Griffin & Old Louisville, 3rd & 80, Lynn & Ansford, Cooper, Oglesby, Sharon Park, 3rd & Oak, Kessler, 4th, 7th, 2nd, 3rd, Davis)

Street Lights:

- 0 Street light outage/replacements
- 0 New Street light requests

Mixed Dry Trash Collection by City:

- 0 Tons Collected Total Mixed Dry Trash (\$69.21 / ton)
- 80.37 Tons Collected YTD taken to Savannah Regional Landfill
- 2 Truckloads Dry Trash taken to Savannah Inert Landfill
- 18 Truckloads Dry Trash YTD taken to Savannah Inert Landfill

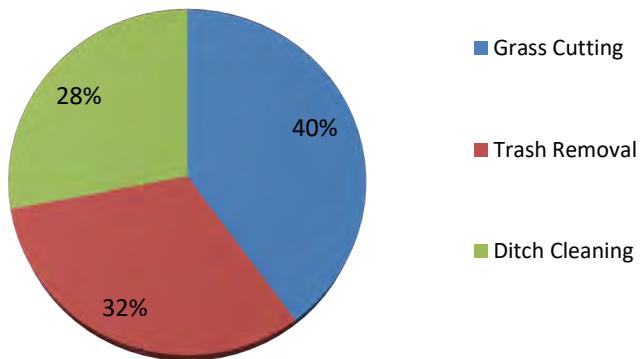
Trees:

- \$675 spent for tree removal, tree trimming, and debris removal (3rd Party) (City Hall)

Other:

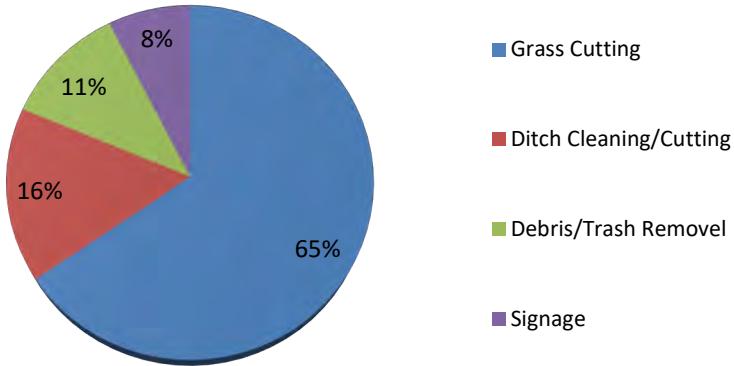
Service Request – Every time a request for Public Works service is made by phone call, written request, email request, or an actual one-on-one request to a PW employee, a “Service Request” is generated. This builds a computerized record of all requests made.

July's Top Service Requests



Work Order – A “work order” is created each time a work crew or individual is assigned a task either because of service requests, pre-planned maintenance projects, or by other situations as they arise. This produces a database of work accomplished and the time and materials it took to do the work.

July's Top Work Order Types



Summary – July 2020

Water Operations & Maintenance

62 **Service Orders** were received, and >>>>>> 49 **Work Orders**
Water/Sewer crews handled 111 total
for the month of July. They included:

Water: 40 Work Orders

- **Produced** 33.194 Million gallons of drinking water for the month
- **Hydrant Services**
 - 0 Hydrant Replacements
 - 0 Hydrant Repairs
- **Water Line Services**
 - 7 Lateral Line Repairs, Installs, Replacements, and Maintenance
 - 1 Main Line Repairs, Installs, Replacements, and Maintenance
- **Water Valve Services**
 - 116 Located services. Continued marking for major projects - The Mega Rail/Bridge project, and Fiber optic installation on (1) Hwy 21 from Bourne Ave to Oak St, Minus Ave & 1st St to Hwy 80 (2) Chatham Pkwy from 16 to Hwy 80, Heidt Ave, Junction to Alfred.
 - 0 Valve Replacements
 - 0 Valve Installations
 - 81 Water Cut-Ons
 - 0 Reconnects– Delinquent Water Bills
 - 43 Water Cut-Offs
- **Meter Services**
 - 1 Meter and MXU investigations
 - 31 Maintenance services
 - 48 Meter and MXU replacements
 - 72 City initiated Re-Reads
 - 0 Customer Requested Re-Reads
 - 0 Corrected Readings

- * Meter investigations consist of checking meters for accuracy and checking for leaks as requested by residents.
- * Maintenance Services consist of repairs made for leaks at the meter, register repairs, box or lid replacements, as well as, requested cleaning services for apartments.
- * City initiated Re-Reads occur any time a meter reader is requested to re-read a meter to confirm a high or low bill and, if needed, to give a courtesy notification of a possible leak. A re-read does not necessarily indicate a problem with the reading or the meter.
- * Corrected Readings are any time after a re-read there is a change needed.

Sewer: 9 Work Orders, including

- ***Sewer Cleanout Services***
 - 0 Repairs
 - 0 Replacements
- ***Gravity Main Services***
 - 1 Inspections
 - 0 Repair
 - 0 Sanitary Sewer Overflow Event
- ***Sewer Lateral Services***
 - 1 Blockages Cleared
 - 0 Lateral Repairs
- ***Manhole Services (flushing & repairs)***
 - 6 Inspections and Maintenance
 - 1 Repairs

Wastewater Treatment Plant and Water System

- ClearWater Solutions (CWS) has submitted the MOR for water, DMR for wastewater, and all paperwork pertaining to them for the month.
- The treatment plant treated and discharged a total daily average of 0.9 MG for the month.
- The water system withdrew a total of 33.194 MG from well facilities and used 0.120 MG from Savannah I & D purchase system (Town Center Water System).
- During the month 12,342 lbs. dry solids were removed from the WPCP.
- The in-house laboratory continued to analyze most all NPDES permit and process control tests, except for the annual tests that are contracted with EPD.

REPORT TO MAYOR AND CITY COUNCIL**AGENDA ITEM****TO: THE HONORABLE MAYOR AND CITY COUNCIL****DATE:** August 6, 2020**SUBJECT:** *Planning and Economic Development Permitting and Inspections Monthly Status Report***Report in Brief**

The Department of Planning and Economic Development Monthly Status Report includes a summary of the monthly activities and projects of permitting and inspections within the department. This report also provides information regarding key items of interest and/or activities throughout the month.

The operations detail contained in this report is for July 2020 and all related information is current as of August 1, 2020.

Prepared by: Tonya Roper
Title Staff

Reviewed by: Scott Robider
Title City Marshal

Attachment(s)

- Permits Issued (By Work Class)
- Scheduled Inspections
- Planning Commission Minutes

Planning and Economic Development Department

Monthly Status Report

Summary – July 2020

Permits

There were 29 permits issued during the month of July. ***They included:***

New Construction Building Permits

- Please see attached sheet for listing of permits

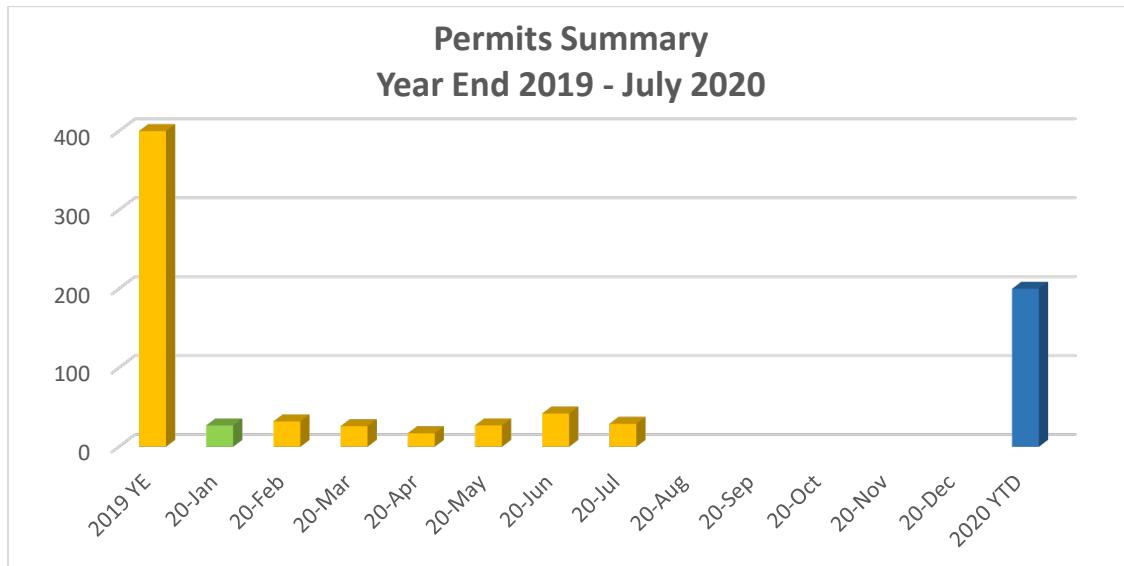
Renovation/Expansion Building Permits

- Please see attached sheet for listing of permits

Miscellaneous Permits

- Please see attached sheet for listing of permits

The graph below is a visual summary of the permits issued.



	<u>Number of Permits</u>
2019 Year End	447
Jan-20	27
Feb-20	32
Mar-20	26
Apr-20	17
May-20	27
Jun-20	42
Jul-20	29
Aug-20	
Sep-20	
Oct-20	
Nov-20	
Dec-20	
2020 YTD	200

Inspections

Inspections scheduled during the month of July included:

- 8 Business License
- 25 Mechanical/Electrical/Plumbing
- 32 Building
- 9 Site (Property/Development/Preliminary/Demolition)

Permits Issued (By Work Class)

Permits Issued From Wednesday, July 1, 2020 through Friday, July 31, 2020

Permit	Location Address	Issued	App Date	Valuation	Square Feet	Parcel Number
Commercial Permit Accessory						
COM-7-20-5398	KELLY HILL RD 000001	07/27/2020	07/23/2020	3,000.00	744	6-0879 -02-002
Totals For Commercial Permit Accessory : 1 Permit(s)				3,000.00	744	
Commercial Permit LDA						
COM-7-20-5375	OLD LOUISVILLE RD 004903	07/06/2020	07/06/2020	0.00	5	6-0924 -03-002
COM-7-20-5402	CSX @ Pipemakers Canal	07/30/2020	07/08/2020	0.00	6	81.17100W; 32.11988N
Totals For Commercial Permit LDA : 3 Permit(s)				0.00	11	
Commercial Permit Modular Unit						
COM-7-20-5392	MAIN ST 000095	07/14/2020	06/16/2020	0.00	1,200	6-0005 -03-046
Totals For Commercial Permit Modular Unit : 4 Permit(s)				0.00	1,200	
Commercial Permit Site Development						
COM-7-20-5376	OLD LOUISVILLE RD 004903	07/06/2020	07/06/2020	0.00	5	6-0924 -03-002
Totals For Commercial Permit Site Development : 5 Permit				0.00	5	
Electrical Permit Commercial						
ELEC-7-20-5387	AUGUSTA RD 004831 Suite D	07/15/2020	07/15/2020	0.00	0	6-0013 -03-018
ELEC-7-20-5390	TELFair RD 000401 # A	07/14/2020	07/09/2020	0.00	0	6-0736 -01-006
Totals For Electrical Permit Commercial : 2 Permit(s)				0.00	0	
Fence Permit Residential						
FNCE-7-20-5389	SMITH AV 000071	07/14/2020	07/10/2020	3,500.00	995	6-0003 -03-002
Totals For Fence Permit Residential : 1 Permit(s)				3,500.00	995	
Occupant Business License						
OL-7-20-5374	HIGHWAY 80 000527 # F	07/01/2020	06/30/2020	0.00	600	6-0022 -03-015
OL-7-20-5386	HIGHWAY 80 000527	07/15/2020	07/14/2020	0.00	1,000	6-0022 -03-015
OL-7-20-5388	AUGUSTA RD 004831 Suite D	07/15/2020	07/09/2020	0.00	888	6-0013 -03-018
OL-7-20-5391	AUGUSTA RD 005108	07/20/2020	07/16/2020	0.00	480	6-0007 -02-012
OL-7-20-5395	DEAN FOREST RD 001224	07/27/2020	07/24/2020	0.00	10,000	6-0990 -02-012
OL-7-20-5397	HIGHWAY 80 002839	07/28/2020	07/20/2020	0.00	4,084	6-0968 -01-003A

Permit	Location Address	Issued	App Date	Valuation	Square Feet	Parcel Number
Totals For Occupant Business License : 6 Permit(s)				0.00	17,052	
Plumbing Permit Residential						
PLUM-7-20-5377	MAIN ST 000021	07/08/2020	07/06/2020	0.00	0	6-0004 -01-016
Totals For Plumbing Permit Residential : 1 Permit(s)						
Residential Permit Accessory						
RES-7-20-5400	PINELAND DR 004902F	07/28/2020	07/23/2020	21,000.00	625	6-0958 -01-028
Totals For Residential Permit Accessory : 1 Permit(s)						
Residential Permit MH Move						
RES-7-20-5399	SALT CREEK RD 000112 Lot 7	07/29/2020	07/20/2020	8,000.00	924	6-0990B-02-019
Totals For Residential Permit MH Move : 2 Permit(s)						
Residential Permit Renovation						
RES-7-20-5401	SHAW AV 002403 1/2	07/30/2020	07/23/2020	30,000.00	1,853	6-0881 -01-026
Totals For Residential Permit Renovation : 3 Permit(s)						
Sign Permit Permanent						
SIGN-7-20-5394	AUGUSTA RD 004820	07/27/2020	07/21/2020	0.00	88	6-0013 -04-041
Totals For Sign Permit Permanent : 1 Permit(s)						
Sprinkler Permit Fire Sprinkler						
SPRK-7-20-5378	TOWN CENTER DR 100 Building	07/09/2020	07/08/2020	49,822.00	39,624	6-0989 -01-085
SPRK-7-20-5379	TOWN CENTER DR 100 Bldg 50	07/09/2020	07/08/2020	49,822.00	39,624	6-0989 -01-085
SPRK-7-20-5380	TOWN CENTER DR 100 Bldg 40	07/09/2020	07/08/2020	77,622.00	73,753	6-0989 -01-085
SPRK-7-20-5381	TOWN CENTER DR 100 Bldg 30	07/09/2020	07/08/2020	49,822.00	31,466	6-0989 -01-085
SPRK-7-20-5382	TOWN CENTER DR 100 Bldg 20	07/09/2020	07/08/2020	49,818.00	31,466	6-0989 -01-085
SPRK-7-20-5383	TOWN CENTER DR 100 Bldg. 1C	07/09/2020	07/08/2020	49,822.00	31,466	6-0989 -01-085
SPRK-7-20-5384	TOWN CENTER DR 100 Bldg 70	07/09/2020	07/08/2020	77,622.00	73,753	6-0989 -01-085
SPRK-7-20-5385	TOWN CENTER DR 100 Clubhol	07/09/2020	07/08/2020	60,650.00	6,707	6-0989 -01-085
Totals For Sprinkler Permit Fire Sprinkler : 8 Permit(s)						
Tree Removal Permit Tree Removal						
COM-7-20-5393	LEE AV 000072	07/27/2020	07/23/2020	0.00	0	6-0009 -03-019
COM-7-20-5396	SMITH AV 000119	07/27/2020	07/27/2020	0.00	0	6-0006 -01-028
Totals For Tree Removal Permit Tree Removal : 2 Permit(s)						

June 29, 2020 - July 5, 2020

June 2020						July 2020					
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th
	1	2	3	4	5	6		1	2	3	4
	7	8	9	10	11	12	13	5	6	7	8
	14	15	16	17	18	19	20	12	13	14	15
	21	22	23	24	25	26	27	16	17	18	19
	28	29	30					19	20	21	22
								23	24	25	26
								27	28	29	30
											31

Monday, June 29

- 9:00am - 10:00am PC Sign - July 14,2020 Agenda (204 Dean Forest)
- 10:00am - 11:00am MEP Rough In - Patrick Duke 910-233-1171 (2617 13th Street) - Danielle Smith
- 10:00am - 11:00am PC Sign - July 14, 2020 Agenda (Spivey Avenue Subdivision Development) - Tonya Roper
- 11:00am - 12:00pm Electrical Inspection - Phil Johnson 843-384-7504 (29 Minus Avenue) - Tonya Roper

Tuesday, June 30

- 9:00am - 10:00am BL Inspection - Preston White 912-201-3113 (5510 Export Blvd) - Danielle Smith

Wednesday, July 1

- 9:00am - 10:00am Electrical Inspection - Gerald Thomas 912-596-8796 (4121 4th Street) - Tonya Roper
- 12:00pm - 1:00pm Electrical Rough In - Leroy Manigo 912-398-1211 (309 Main Street Suite J) - Danielle Smith
- 1:00pm - 2:00pm Stormwater Inspection - Larry Jones (112 Airport Park Drive) - Tonya Roper

Thursday, July 2

- 9:00am - 10:00am MH Insulation Inspection - Justin 912-531-9778
- 10:00am - 11:00am MH Inspection - Christopher Banda 912-412-9980 (5008 Ogeechee Road - Lot 56) - Tonya Roper
- 11:00am - 12:00pm Final Inspection - Valarie 912-346-3481 (1305 Junction Avenue) - Tonya Roper
- 12:00pm - 1:00pm Plumbing Rough In - Brad 912-658-1980 (4309 Augusta Road - Bldg 1) - Danielle Smith
- 1:00pm - 2:00pm Insulation Inspection - Mike Powell 912-429-8740 (102 Bowman Ave) - Danielle Smith

Friday, July 3

Saturday, July 4

- Fourth of July Observed (City Hall Closed)

Sunday, July 5

July 6, 2020 -

July 12, 2020

July 2020					August 2020								
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	3	4		1			
	5	6	7	8	9	10	11		2	3	4	5	6
	12	13	14	15	16	17	18		9	10	11	12	13
	19	20	21	22	23	24	25		16	17	18	19	20
	26	27	28	29	30	31			21	22	23	24	25
									26	27	28	29	30
									31				

Monday, July 6

- Send Zoning Amendments** (Chatham County) 
- 6:00pm - 7:00pm City Council Pre-Agenda** (Conference Room) - Tonya Roper 

Tuesday, July 7

- 8:00am - 9:00am Sheathing/Nailing Inspection** - JC 912-312-8474
- 10:00am - 11:00am BL Inspection** - Natalia 912-695-0635 (527 Highway 80 #F) - Danielle Smith
- 11:00am - 12:00pm Temporary Power Inspection** - Scott Stafford 756-3805 (2 Bryce Industrial Drive) - Tonya Roper

Wednesday, July 8

- Mayor & Council Report** (Rhonda - 12pm) - Tonya Roper 
- Payroll Ending Period** 
- 10:00am - 11:00am Service Panel - Bruce Jacobs 912-429-2709** (1452 Dean Forest Road Unit C - Patrick's Uniforms) - Tonya Roper

Thursday, July 9

- 9:00am - 10:00am Electrical Inspection** - Charles Burkett 912-663-1968 (5553 Export Blvd) - Tonya Roper
- 10:00am - 11:00am Pre Construction Meeting** - W8 Shipping (Conference Call) - Danielle Smith
- 12:00pm - 1:00pm Saw Pole** - Richard Daiss 912-657-0255 (4055 6th Street - Habitat for Humanity) - Tonya Roper

Friday, July 10

- 9:00am - 10:00am Saw Pole Inspection** - Seth Norwood 912-312-5532 (310 Salt Creek Road) - Tonya Roper
- 10:00am - 11:00am Plumbing Slab** - Vernon Hendrix 429-6742 (4055 6th Street) - Tonya Roper
- 11:00am - 11:30am Plumbing Rough** - Brad 912-658-1980 (4309 Augusta Road Bldg. 2) - Tonya Roper
- 1:00pm - 2:00pm Framing/MEP Inspection** - Bruce Greene 210-2188 (1101 Chatham Parkway Bldg J) - Tonya Roper
- 2:00pm - 3:00pm Nail Pattern Inspection** - JC Shelton 912-312-8474 (100 Town Center Drive - Maintenance Bldg) - Tonya Roper

Saturday, July 11

Sunday, July 12

July 13, 2020 -

July 19, 2020

July 2020					August 2020								
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	3	4					1
	5	6	7	8	9	10	11		2	3	4	5	6
	12	13	14	15	16	17	18		9	10	11	12	13
	19	20	21	22	23	24	25		16	17	18	19	20
	26	27	28	29	30	31			21	22	23	24	25
									26	27	28	29	30
										31			

Monday, July 13

- 9:00am - 10:00am Electrical Inspection - **Phil Johnson**
843-384-7504 (29 Minus Avenue) - Tonya Roper
- 10:00am - 12:30pm Partial wall form insp (8 Sonny Perdue Dr - Savannah, GA, United States) - Patrick Patton

Tuesday, July 14

- 8:00am - 11:00am Dr appt (Statesboro) - Patrick Patton
- 12:00pm - 1:00pm Electrical Rough - **Tom Beatty 507-8026** (20 Brampton Road) - Tonya Roper
- 1:00pm - 2:00pm Electrical Follow-up_Final Inspection - **Gerald Thomas 912-596-8796** (4121 4th Street) - Tonya Roper
- 2:00pm - 3:00pm Plumbing Rough - **Seth Norwood 312-5532** (310 Salt Creek Road) - Tonya Roper
- 5:30pm - 6:00pm Pre-Agenda (BOA/PC) (Conference Room) - Tonya Roper ☎
- 6:00pm - 7:00pm Zoning Board of Appeals/Planning Commission (City Hall) - Tonya Roper ☎
- 6:00pm - 7:00pm Zoning Board of Appeals/Planning Commission (City Hall) - Tonya Roper ☎

Wednesday, July 15

- 8:00am - 9:00am Cliff Davis (Old Louisville road) - Patrick Patton
- 3:00pm - 4:00pm Electrical Power Release - **Paul Bunch 507-7444** (61 Russell Ave) - Danielle Smith

Thursday, July 16

- 8:00am - 9:00am Plumbing Rough In - **Bruce Jacobs 912-429-2709**
- 9:00am - 10:00am Insulation - **Tom Beatty 507-8026** (20 Brampton Road) - Tonya Roper
- 10:00am - 11:00am Plumbing Slab - **Vernan Hendrix 429-6742** (801 Davis Ave - Habitat House) - Danielle Smith
- 11:00am - 12:00pm Electrical Power Release - **Ronald Fincher 912-237-2452** (4831 Augusta Road Suite D) - Danielle Smith
- 12:00pm - 1:00pm Rebar Inspection - **Trevor 770-508-5775** (8 Sonny Perdue Dr) - Danielle Smith
- 1:00pm - 2:00pm Temporary Power/Plumbing Slab - **Ryan 667-1908** (2302 Godbee Avenue) - Tonya Roper

Friday, July 17

- 9:00am - 10:00am Temp Power Inspection - **Drew 547-5342** (1101 Chatham Parkway Bldg J - Empire) - Danielle Smith
- 10:00am - 11:00am BL/Fire Inspection - **Victoria Carrington 912-306-5577** (527 US Highway 80 Suite B) - Danielle Smith
- 12:00pm - 1:00pm Service Pole - **Donna 547-0600** (401 A Telfair Road) - Tonya Roper

Saturday, July 18

Sunday, July 19

July 20, 2020 -

July 26, 2020

July 2020					August 2020								
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	3	4					1
		5	6	7	8	9	10	11	2	3	4	5	6
		12	13	14	15	16	17	18	9	10	11	12	13
		19	20	21	22	23	24	25	16	17	18	19	20
		26	27	28	29	30	31		21	22	23	24	25
								28	29	30	31		

Monday, July 20

- 9:00am - 10:00am Home Business Inspection - Marketa Sutton 912-800-1420** (121 Live Oak Lane) - Tonya Roper
- 10:00am - 11:00am Slab Inspection - Brad 658-1980** (4309 Augusta Road Bldg 1) - Tonya Roper
- 11:00am - 12:00pm Slab Inspection - Brad 658-1980** (4609 Augusta Road Bldg 2) - Tonya Roper
- 1:00pm - 2:00pm Electrical/ Slab Inspection - Bob Webb 352-238-4129** (4401 Augusta Road ATM Install) - Tonya Roper
- 3:00pm - 4:00pm Address Assignment _ Daniel Avenue** (Office) - Tonya Roper
- 6:00pm - 7:00pm City Council Pre-Agenda** (Conference Room) 

Tuesday, July 21

- 8:30am - 9:30am Slab Inspection - Kevin 658-4674** (801 Davis Avenue) - Tonya Roper
- 9:30am - 10:30am Slab Inspection - Ryan Edenfield 912-667-1908** (2302 Godbee Avenue) - Tonya Roper
- 11:00am - 12:00pm BL Home Office - DeQuan Jefferson 912-373-5314** (4035 Kessler Ave #402) - Danielle Smith
- 12:00pm - 1:00pm Foundation Inspection - Seth 312-5532** (310 Salt Creek Road) - Tonya Roper
- 1:00pm - 2:00pm Inspection for Bond Release** (Big Hill Road - Bowers Timber Harvest) - Tonya Roper
- 2:00pm - 3:00pm Bond Release Inspection** (Big Hill Road - Bowers Timber) - Tonya Roper
- 3:00pm - 4:00pm Firewall Inspection - Bruce Greene 210-2188** (1101 Chatham Parkway Bldg J) - Tonya Roper

Wednesday, July 22

- Payroll Ending Period** 
- 8:30am - 9:30am Nail Pattern - Brad 658-1980** (4309 Augusta Road Bldg 4) - Tonya Roper
- 10:00am - 11:00am Final Inspection Carport - Emmett 657-0979** (2202 1/2 Bisbee Ave) - Danielle Smith
- 11:00am - 12:00pm Framing Inspection - Vince Thompson 429-1060** (9 Telfair Place - 2 CK Warehouse & Storage) - Tonya Roper
- 12:00pm - 1:00pm Distance Inspection _Temporary Day Labor Office** (4820 Augusta Road - Pump N Go) - Tonya Roper
- 1:00pm - 3:00pm Rebar Inspection - Trevor** (8 Sonny Perdue Drive) - Tonya Roper
- 2:00pm - 3:00pm OTC Inspection - Richard White 655-5583** (5108 Augusta Road) - Danielle Smith

Thursday, July 23

- 10:00am - 11:00am OTC Inspection - Ronald Fincher 912-237-2452**

Friday, July 24

- 8:00am - 10:00am Rebar Inspection - Trevor 770-508-5775** (8 Sonny Perdue Drive) - Tonya Roper
- 10:00am - 10:30am Electrical inspection - Kim 965-0805** (126 Sunshine Avenue) - Tonya Roper
- 1:00pm - 2:00pm Tree Removal Inspection** (72 Lee Avenue) - Tonya Roper
- 2:00pm - 3:00pm Final Inspection - Chris 740-507-4799** (203 Water Oak Way) - Danielle Smith
- 3:00pm - 4:00pm Final Inspection - Chris 740-507-4799** (205 Water Oak Way) - Danielle Smith

Saturday, July 25

Sunday, July 26

July 27, 2020 - August 2, 2020

July 2020					August 2020								
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	3	4		1			
	5	6	7	8	9	10	11		2	3	4	5	6
	12	13	14	15	16	17	18		9	10	11	12	13
	19	20	21	22	23	24	25		16	17	18	19	20
	26	27	28	29	30	31			21	22	23	24	25
									26	27	28	29	30

Monday, July 27

- 1:00pm - 2:00pm Tree Removal Inspection - Tom Butler 678-410-9769 (119 Smith Ave) - Danielle Smith
- 2:00pm - 3:00pm Final Inspection - Chris 740-507-4799 (203 Water Oak Way) - Danielle Smith
- 3:00pm - 3:30pm Final Inspection - Chris 740-507-4799 (205 Water Oak Way) - Danielle Smith

Tuesday, July 28

- 9:00am - 10:00am Tree Removal Inspection (69 Bays Avenue) - Tonya Roper
- 10:00am - 11:00am Tree Removal Inspection (Corner of Hickory & Smith) - Tonya Roper
- 11:00am - 12:00pm Sheerwall Inspection - Dwayne 677-3826 (100 Town Center Drive Bldg 100) - Tonya Roper

Wednesday, July 29

- 9:00am - 10:00am Foundation Inspection - Kevin 658-4674 (4055 6th Street) - Tonya Roper
- 10:00am - 11:00am MH Move Inspection - George 912-436-2069 (5019 Ogeechee Road) - Danielle Smith
- 10:00am - 11:00am OTC Inspection - Steve Kanner 231-3641 (1224 Dean Forest Road) - Tonya Roper
- 11:00am - 12:00pm OTC Fire Inspection - Matthew 912-663-7790 (2839 Highway 80) - Danielle Smith
- 1:00pm - 2:00pm Building/Environmental Violations (5519/5521/5525/5560 Export Blvd) - Tonya Roper
- 3:00pm - 4:00pm Final Electrical - Bob 352-238-4129 (4401 Augusta Road) - Tonya Roper

Thursday, July 30

- 9:00am - 10:00am MH Move Inspection - Barry 912-547-6426 (5019 Ogeechee Road) - Danielle Smith
- 1:00pm - 2:00pm Final Re-Inspection - Chris 740-507-4799 (203 Water Oak Way) - Danielle Smith

Friday, July 31

Saturday, August 1

Sunday, August 2

Board of Zoning Appeals/Planning Commission
July 14,2020 - 6:00PM

Opening: Chairman Billy Jackson welcomed everyone and called the meeting to order.

Roll Call: Vice-Chair Misty Selph, Parliamentarian Jenecia Perry, Jeff Ashley, Nancy Cox, Jimmy Crosby, Gary Monroe and Charles Orrel. Absent: None

Staff: Scott Robider; Interim Planning and Zoning Director

Visitors: Enclosed

Board of Appeals

PC2010: Nick Nichols; applicant request a zero – buffer variance at 204 Dean Forest Road for housing inventory of trucks to maximize the cosmetics of the property. PIN 6-0924A-02-011

Mr. Nichols stated we have outgrown the shop opened on 20 Bryce Industrial Drive and have not sold any trucks from the site. We have been in business for twenty years; 204 Dean Forest has been rezoned and the existing house needs clearing. Mr. Nichols distributes letter of consideration from Colliers Realty (See Enclosed). Mr. Nichols stated he wants to amend his request instead to a zero buffer on the side of the property zoned industrial; 25ft on the East side and 25ft on the South side of the property.

Scott Robider; Interim Director stated that Mr. Nichols initially submitted a zero-buffer variance request focused on reducing site operational restrictions and also to maximize the cosmetics of the property. After consulting with Mr. Nichols and his engineering firm both parties agreed that a reduced buffer variance would meet his site needs and potentially satisfy City requirements.

Chairman Jackson opened the floor for questions, comments and those in favor of the request

Commissioner Monroe said Mr. Nichols are you pleased with the request of a 25ft variance?

Mr. Nichols replied correct.

Commissioner Perry said will the existing trees remain?

Mr. Nichols said this must be adjusted but we will salvage as much as possible; there will be nice landscaping in the front.

Commissioner Monroe said how far will the detention be within the setbacks.

Scott Robider; Interim Planning Director stated it must be within the requirements of the engineered plans which include stormwater specifications.

Mr. Nichols stated the trees are up against fencing which is to remain; it will be as cosmetic as possible.

Scott Robider; Interim Planning Director stated this will be determined with the site plan.

Vice-Chair Selph said fencing can be used as part of a buffer?

Mr. Nichols stated he would consider inserts or screening when the site plan is presented.

Commissioner Orrel asked if a decel lane is part of the plan and what type of trucks will be on the property.

Mr. Nichols replied yes there will be a decel lane and the trucks will have to go to the left. We will have trailers from time to time – primarily selling trucks.

Chairman Jackson called for further questions or comments; being none he called for those in opposition.

James Garrett, 218 Dean Forest Road said he wants to hear what is going to happen with the buffer; would be in favor of 25 ft.

Commissioner Monroe said Mr. Garrett your property is zoned as industrial and City code states a zero buffer when both properties are industrial zoning.

Vice-Chair Selph said there will be no buffer requirement with your property Mr. Garrett.

Barry Kratzer; 210 Dean Forest Road said he is unsure of what business will be there for concerns of noise and does not understand the variance. He said the City has lines that need to be maintained.

Commissioner Monroe said your property is now zoned as industrial therefore a variance is not required.

Mr. Kratzer said can a building be placed right up to the property line?

Commissioner Monroe said the structure will have to meet setbacks but there is no buffer.

Scott Robider; Interim Planning Director said Mr. Kratzer see me after the meeting so that I may take concerns regarding maintenance. For noise concerns, any applicable noise requirements will be enforced.

Commissioner Perry said Mr. Nichols does not have to place a buffer between you and his property.

Commissioner Monroe said there is a 20ft separation on the side of your property.

Chairman Jackson asked for further questions; being none he called for a motion. Commissioner Crosby made a motion to approve the amended request of PC2010: Mr. Nichols for zero buffer requirement on the North side of the property adjacent to industrial zoning; a reduced buffer from 50ft to 25ft variance on the East Side of the property zoned as commercial and a reduced buffer from 50ft to 25ft variance on the South side of the property zoned as commercial. Commissioner Selph seconds the motion; vote passes by majority with Commissioner Perry voting in opposition.

Chairman Jackson called for a motion to adjourn. Vice-Chair Selph made a motion to adjourn the Board of Zoning Appeals. Commissioner Cox seconds the motion; vote passes without opposition.

Planning Commission

PC1929: Coastal Empire Habitat for Humanity request approval of a revised subdivision map to reflect required easements for the Spivey Avenue Development. PIN 6-0825-02-001

Brett Lundy, 701 MLK Blvd Savannah, GA 31401 stated he is a Board Member of the Coastal Empire Habitat for Humanity and is here as Habitat has resubmitted a revised map showing the missing easements for the proposed subdivided lots.

Chairman Jackson opened the floor for comments, questions and those in favor of the request.

Vice-Chair Selph said we don't typically see a Board member representative; we appreciate the work you have done in Garden City.

Mr. Lundy stated the existing access road will not be used; will quit claim deed to property owners once the site plan is reviewed.

Scott Robider; Interim Planning Director stated the revised subdivision indicating the required drainage easement requires final approval from Council; the access road currently within the property once site plan is approved will be deeded back to owners.

Chairman Jackson asked for further comments; being none he called for those in opposition. With no opposition Chairman Jackson called for a motion. Vice-Chair Selph made a motion to recommend to Council to approve PC1929: Coastal Empire Habitat for Humanity request approval of a revised subdivision map to reflect required easements for the Spivey Avenue Development. PIN 6-0825-02-001. Commissioner Cox second the motion; vote passes without opposition.

PC2011: City of Garden City request an ordinance to amend the code of ordinances of Garden City, Georgia as amended by amending Chapter 30 Article I thereof, to add to section 90-5 the definition of wood chipping/shredding and mulching, and to add wood chipping/shredding and mulching to the permitted uses listed in Section 90-47, which use shall be permitted in I-2 zoning districts in Garden City, Georgia subject to certain conditions; to repeal all ordinances in conflict herewith; to provide an effective date; and for other purposes.

Scott Robider; Interim Planning Director stated this ordinance was written due there being interest in bringing wood chipping and grinding activities into the City.

Chairman Jackson opened the floor for questions, comments, and those in favor of the request.

Commissioner Orrel said these types of activities brings about a heightened fire protection.

Commissioner Perry asked what is zoning required for this use?

Scott Robider; Interim Planning Director said the zoning required is I-2, the site is to provide landscaping, buffers and engineered site plans must be approved.

Commissioner Monroe said the City will see more and more of this type request due to these businesses accounting for 60% of the Ports revenue for the pulp industry – it needs geographical relevance and zoning.

Commissioner Perry said will this result in trees shredded into mulch?

Scott Robider; Interim Planning Director said correct.

Commissioner Monroe stated small businesses will look to meet this demand.

Chairman Jackson called for further comments, questions or those in favor of the request; being none he called for those in opposition. With no opposition he called for a motion. Commissioner Orrel made a motion to recommend to Council to approve PC2011: City of Garden City request an ordinance to amend the code of ordinances of Garden City, Georgia as amended by amending Chapter 30 Article I thereof, to add to section 90-5 the definition of wood chipping/shredding and mulching, and to add wood chipping/shredding and mulching to the permitted uses listed in Section 90-47, which use shall be permitted in I-2 zoning districts in Garden City, Georgia subject to certain conditions; to repeal all ordinances in conflict herewith; to provide an effective date; and for other purposes. Commissioner Crosby seconds the motion; vote passes without opposition.

Commissioner Jackson called for a motion to adjourn. Commissioner Cox made a motion to adjourn; Vice-Chair Selph seconds the motion; vote passes without opposition.

Respectfully submitted
TTR

REPORT TO MAYOR AND CITY COUNCIL**AGENDA ITEM***Parks& Recreation***TO: THE HONORABLE MAYOR AND CITY COUNCIL****DATE: August 12th, 2020****SUBJECT: *Parks & Recreation 2020 July Report*****Report in Brief**

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

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

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

The operations detail contained in this report is for the Month of July 2020 and all related information is current as of August 11, 2020.

Prepared by: Cliff Ducey
Title Parks & Recreation Director

Attachment(s)

Parks & Recreation Department
Status Report
Summary - July 2020

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

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

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

Adult Programs

Senior Center –Closed to the Public until further notice

- 1. The Garden City Senior Center staff delivers a goodie bag to 57 seniors every Tuesday that normally attended the Garden City Senior Center.
- 2. The seniors have been receiving a newsletter with their bag. This newsletter contains games, suggestions for reading, a list of different virtual tours and a letter for encouragement from Judy!
- 3. Judy continues to make telephone calls to check on the seniors whom live alone.
- 4. We have also offered to pick up groceries and prescriptions if needed.
- 5. We also make sure the seniors have face masks.

Youth Programs

Cooper Center–Building closed to the Public

On June 1st we started back up with our annual summer Kids Café at the Cooper Center for school age kids. We provide a free Breakfast and lunch Monday through Friday 11am 12noon (**average 50 meals per day**). The only change from previous years is that we set up **outside under a 10x10 pop up tent for Grab and Go boxes only**.

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

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

Free Grab & Go Meals for Children

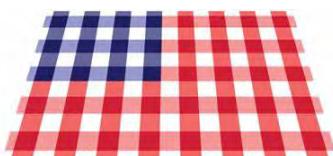
June 1st Cooper Center Kids Café 11AM-12N site#1



Free Grab & Go breakfasts and lunches will be distributed by the City of Garden City Parks & Recreation Department, beginning Monday, June 1st. The meal distribution is in partnership with America's Second Harvest of Coastal Georgia and is for children up to age 18.

Meals will be served from 11 a.m. to noon, Monday through Friday in front of Cooper Center 700 Davis Street Garden City GA.

The meals will be “drive by or walk up. Kids must be present to receive meals.



America's Second Harvest
of Coastal Georgia

A member of **FEEDING™**
AMERICA



Sports Programs/Activities

Bazemore Park : Is open for limited baseball practices. Baseball practices must be scheduled and approved through the Garden City Recreation office. Corona virus safety guidelines must be followed and all participants must sign the Bazemore Park Memorandum Acknowledgment form prior to entering the Park.

Garden City Stadium : The High school football season has been pushed back until after Labor Day.

Park Maintenance:

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

Summer Day Camp... **“Camp Eagle” Cancelled for 2020**

The Garden City Gym is currently closed to the public due to the COVID-19 Pandemic. However; on June 15th we started site #2 of our Kids Café outside the Garden City Gym (**average 40 meals per day**). We provide a free Breakfast and lunch Monday through Friday 11am -12noon. We will set up **outside under a 10 x 10 pop up tent for Grab and Go boxes only.**

Free Grab & Go Meals for Children

June 15th Garden City Gym Kids Café 11AM-12N site#2



Free Grab & Go breakfasts and lunches will be distributed by the City of Garden City Parks & Recreation Department, beginning Monday, June 15th. The meal distribution is in partnership with America's Second Harvest of Coastal Georgia and is for children up to age 18.

Meals will be served from 11 a.m. to noon, Monday through Friday in front of Garden City Gym (Parking lot) 160 B. Priscilla D. Thomas Way Garden City GA.

The meals will be "drive by or walk up. Kids must be present to receive meals.



REPORT TO MAYOR AND CITY COUNCIL**AGENDA ITEM**

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 08-10-2020

SUBJECT: *Police Department Monthly Status Report*

Report in Brief

The Police Department Monthly Status Report includes an extensive summary of the monthly activity of the divisions within the Department. This report also provides information regarding key items of interest and/or activities throughout the month.

The operations detail contained in this report is for the month of July 2020.

Prepared by: Lindsay Stumpf
Title: Executive Assistant / Accreditation Manager

Reviewed by: Gilbert C. Ballard
Title: Chief of Police

Attachment(s)

**Police Department
Monthly Status Report
Summary – July 2020
Operations**

Calls for Service

There was a total of 1,980 calls for service and self-initiated activity in the month of July 2020, for a total of 12,670 calls for service year to date.

Current month's calls included:

Offenses:

Assault	25	Burglary	6
Robbery	2	Larceny	19
M.V. Theft	8	Narcotics	5
Rape	1	Murder	1
All Others	1,858	Accidents	55

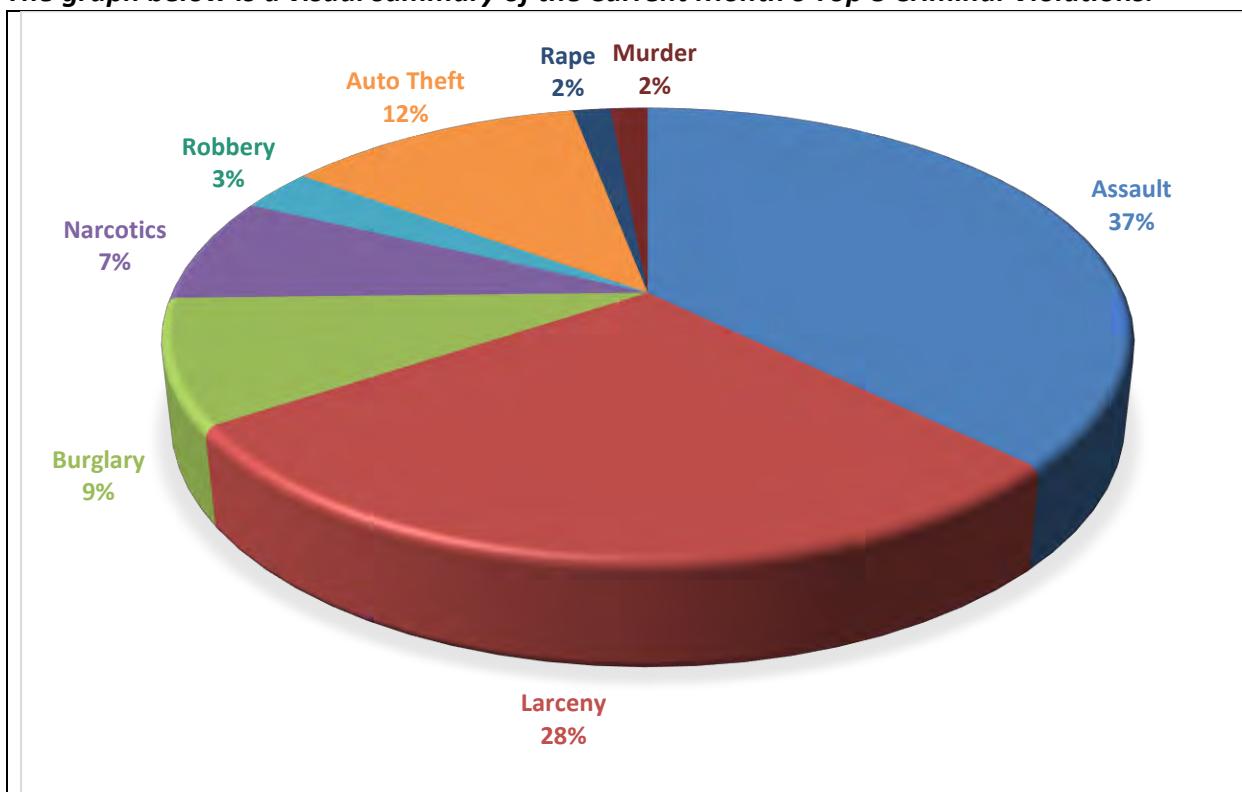
Adult & Juvenile Arrest/Charge Summary

The following is the total of ***Adult and Juvenile Arrests*** made by this department this month. These statistics represent arrests made for Criminal Code as well as Municipal Ordinance violations.

Arrests

Adult Arrests	Juvenile Arrests
60	0

The graph below is a visual summary of the Current Month's Top 8 Criminal Violations.



Current Month's Top 8 Criminal Violations by District

Mayor Bethune and Mayor Pro Tem/Council Member at Large Kicklighter

	<i>Daniel District 1</i>	<i>Ruiz District 2</i>	<i>Morris District 3</i>	<i>Lassiter, Jr. District 4</i>	<i>Tice District 5</i>
Assault	6	1	5	7	6
Larceny	1	4	4	3	7
Burglary	2	1	0	2	1
Narcotics	1	0	1	2	1
Robbery	0	0	1	1	0
Auto Theft	3	1	1	2	1
Rape	0	0	0	0	1
Murder	0	0	0	1	0

Traffic Violations

There was a total of 1,032 traffic citations during the month of July 2020. ***They included:***

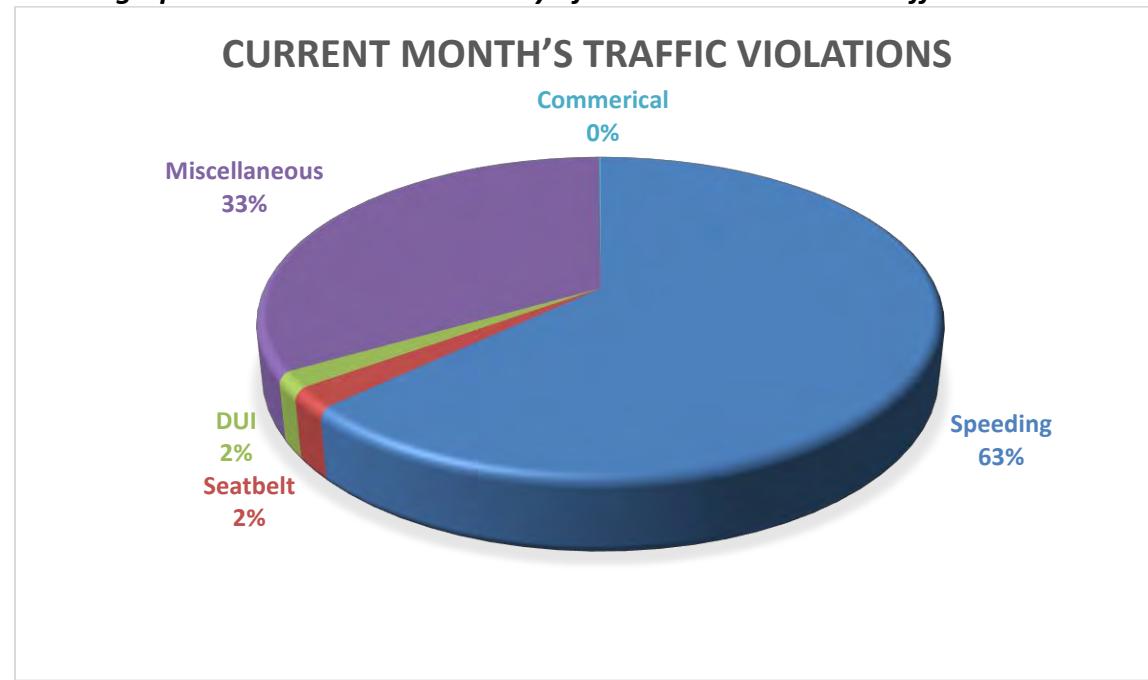
Traffic Citations Issued

Speeding Violations	650	Fatalities	1
Written Warnings	268	Miscellaneous Citations	343
Seat Belt Violations	21	Total Citations/Warnings	1,300
DUI's	17		

Commercial Vehicle Unit(s) Citations Issued

Total Citations Issued	1
------------------------	---

The graph below is a visual summary of the Current Month's Traffic Violations.



Open Records Request

The Garden City Records Clerk received and processed 339 Open Records request for the month of July 2020. A total of 2,290 Open Records Request have been processed from January 1, 2020 to July 31, 2020.

Code Enforcement

Dates for this summary are July 2020:

Cases in Compliance	84
Illegal Signs Removed	5
Property/Violation Re-inspection's	113
Properties Maintained in Lieu of Liens	8
Notice of Violations Issued	79
Court Cases Pending	1
Vehicles Tagged for Tow	4
Vehicles Removed/Remediated by or 3 rd Party	4
Vehicles Towed	0
Roll-out Cart Violations	2
Business License Inspections	0
Storm Water Inspections	0

Municipal Court Summary

During the month of July 2020, the Garden City Municipal Court handled 3,091 cases for a current annual total of 10,948 cases.

- Total Traffic Citations and Criminal Cases handled in court 1,354
- Total Traffic Citations and Criminal Cases passed to another court date 1,559
- Cases issued probation 178

Training

During the month of July 2020, police personnel reported a total of 21 hours of training resulting in an average of 0.62 hours of training per Officer. Some of the special training classes the officers attended during the month of June were:

Fostering Positive Community Relations, De-Escalation Techniques, and Cultural Awareness

Items of Interest for July 2020

- Assisted with Grab & Go food giveaway with the Garden City Library, Garden City Parks & Recreation, and Second Harvest Food
- Officer Wesley Soroken was selected as our new K-9 handler and will be working with K-9 Perzeus.
- On July 24, 2020 Garden City Police Department implemented crimereports.com.

REPORT TO MAYOR AND CITY COUNCIL

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: August 17, 2020

SUBJECT: *Fire Department July 2020 Report*

Report in Brief

The Fire Department Monthly Status Report includes an extensive summary of the monthly activity of the divisions within the Department. This report also provides information regarding key items of interest and/ or activities throughout the month.

The operations detail contained in this report is for the Month(s) of July of 2020, and all related information is current as of August 10, 2020.

Prepared by: Scott Kimball
Title Assistant to
Corbin Medeiros
Chief of Fire

Reviewed by: Corbin Medeiros
Title Chief of Fire

Attachment(s)

Calls for Service in July of 2020

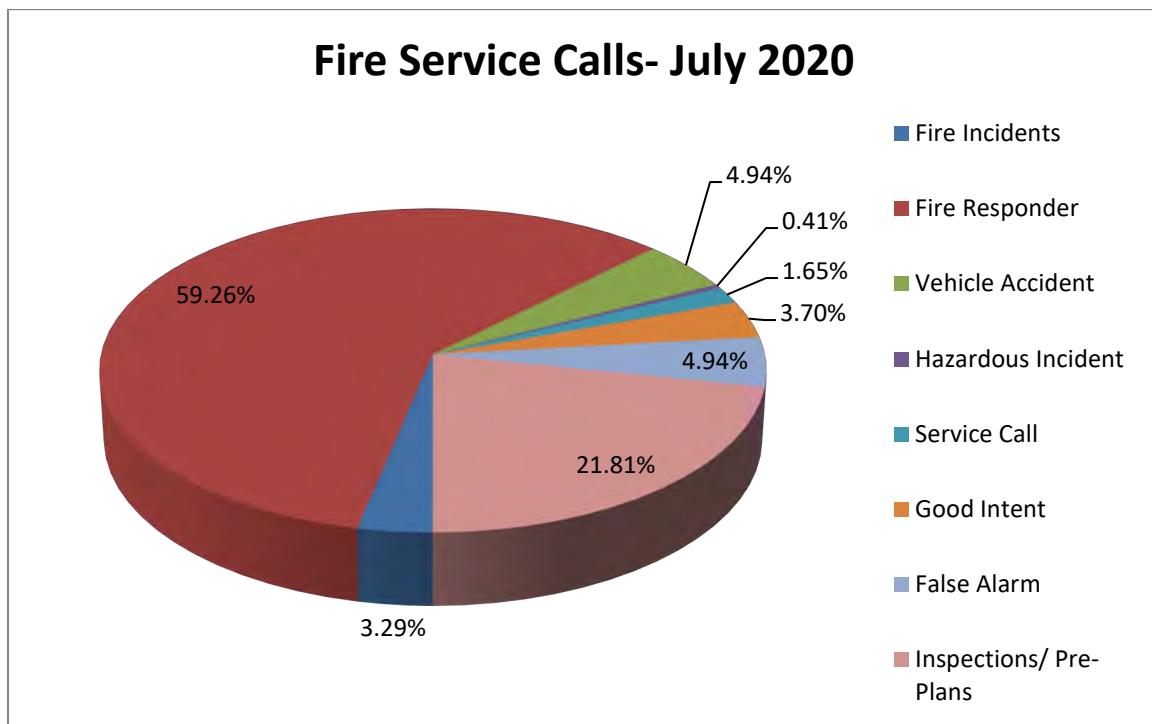
There were a total of 178 calls for service in the month of July, 2020, for a total of 1027 calls for service year to date.

Current month's calls included:

Incident Type:

Fire Incidents	8	Good Intent	9
Fire Responder	144	False Alarm	12
Vehicle Accident	12	Service Call	4
Hazardous Incident	1	Inspections/ Pre Plans	53
Weather Related	0	Public Education	0

The graph below is a visual summary of the Current Month's Fire Service Calls.



Department Activities/ Events

Department Training

In July fire personnel reported a total of 348 hours of training resulting in an average of 18.32 hours of training per Firefighter.

Fire Service Plans Examiner

Chief Medeiros attended Fire Service Plans Examiner at the GPSTC campus in Forsyth.

Fire

COVID 19 April 27 responding to limited medical calls.

Fire Marshal's

Here's the break down by Inspection Type and the plan reviews by project:

Annual Inspection (initial inspection):	21
RE-Inspection:	24
Certificate of Occupancy:	
Consultation Site Visit:	3
Fire Protection Equipment Inspection:	
Pre-Plan	
Occupational Tax Certificate (new tenant):	5
 Total number of Inspections:	53

As you can notice, this month was not as much as June. This month was a lot of research when we found the warehouse with the hazardous material, we had a lot more re-inspections and the month August we will have more re-inspections to catch up. Mostly business not complying or making progress to correct violations. Also, Captain Brannen is on medical leave now, he was very helpful with dealing and performing annual fire inspection, scheduling any re-inspection and updating Elite content. There is a lot of administration work to be done, so I will be out performing inspections mostly in the mornings and office work after lunch.

Plan Review

Tapestry Park Fire Sprinkler	12 hrs
Tapestry Park Fire Alarms	6 hrs
Prosperity Drive Roadway and Water	4 hrs
Prosperity Drive Roadway and Water Resub	3 hrs
Love's Travel Building	6 hrs
 Total of hours:	+/- 24 hrs

Community Relations Activities/Events

Senior Center Blood Pressure Checks

During the month of July, the Department suspended conducting weekly blood pressure checks at the Senior Center on Tuesdays. Do to CVID 19

Department Instructed CPR Class

During the month July, the department American Heart Association Training Site suspended classes do to COVID 19.

Looking Ahead

- Bringing more state certified training to the City of Garden City which will be made available to surrounding municipalities and the Georgia Port Authority.
- Assisting and attending state certified classes that are offered in surrounding municipalities.
- Broadening the community outreach with continued programs such as Remembering When, community CPR classes, the smoke detector program, and Close Before you Doze.
- Pursuing various grants for department equipment.

ORDINANCE 2020-08

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF GARDEN CITY, GEORGIA, AS AMENDED, BY
AMENDING CHAPTER 30, ARTICLE 1 THEREOF, TO ADD
TO SECTION 90-5 THE DEFINITION OF WOOD
CHIPPING/SHREDDING AND MULCHING, AND TO ADD
WOOD CHIPPING/SHREDDING AND MULCHING TO THE
PERMITTED USES LISTED IN SECTION 90-47, WHICH
USE SHALL BE PERMITTED IN I-2 ZONING DISTRICTS IN
GARDEN CITY, GEORGIA, SUBJECT TO CERTAIN
CONDITIONS; TO REPEAL ALL ORDINANCES IN
CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE
DATE; AND FOR OTHER PURPOSES.**

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

Section 1. Chapter 90, Article I of the Code of Ordinance of Garden City, Georgia, as amended, is hereby amended by adding the definition of Wood Chipping/Shredding and Mulching to Section 90-5(b) as follows:

“Section 90-5(b). Wood Chipping/Shredding and Mulching.

Wood Chipping/Shredding and Mulching means the process of grinding vegetation by the use of machinery at a permanent location which operates at high speeds and generates noise. Use of the end product may be for agricultural application, soil amendments, fuel for co-generation plants, or for habitat preservation or slope stabilization.”

Section 2. Section 90-47 of the Garden City Code, entitled “Permitted Uses” is hereby amended by adding to Subsection (b), the following as Paragraph ____ of the uses listed therein:

“Para. ____ . Wood Chipping/Shredding and Mulching -- I-2

- (a) Wood Chipping/Shredding and Mulching shall be limited to tree stumps, branches, leaves, and grass clippings or similar vegetative materials, and not include animal products, inorganic material such as bottles, cans, plastics or metals or similar materials.
- (b) No wood chipping/shredding and mulching shall be permitted on properties less than ten (10) acres.
- (c) No wood chipping/shredding or mulching shall be permitted on properties with a width or length less than five hundred (500') feet.

- (d) All wood chipping/shredding and mulching equipment shall be setback at least three hundred (300') feet from any residential property line and two hundred (200') feet from all other property lines.
- (e) Wood chipping/shredding and mulching equipment shall be designed and located using noise abatement measures (e.g., locating equipment as far away from residences as possible, maintaining a thick, vegetative buffer along property lines) to help ensure that noise levels do not exceed the limits set forth in Section 30-121 et seq. of the City Code.
- (f) The hours of operation shall be limited to 9:00 AM to 5:00 PM, Monday – Friday, and Saturday from 9:00 AM to 1 PM.
- (g) The pile height of unprocessed and processed materials shall be limited to fifteen (15') feet. Storage areas (including the end products of the wood chipping/shredding and mulching) shall be setback at least one hundred (100') feet from property lines and screened from view. The materials shall be contained in such a manner as to prevent the blowing of any materials onto any surrounding property or roadway.
- (h) Access to wood chipping/shredding and mulching operations shall be derived from only a public arterial or collector road. In no case shall a wood chipping/shredding and mulching operation utilize a private road serving residential uses for access.
- (i) On-site traffic shall be limited to an all-weather surfaced area.
- (j) Wood chipping/shredding and mulching operations shall utilize dust control measures which may include full or partial enclosure of chipper, shredder, or grinder and watering or enclosing mulch piles.
- (k) Wood chipping/shredding and mulching facilities shall have and maintain on-site firefighting equipment, acceptable to the Garden City Fire Marshall.
- (l) Wood chipping/shredding and mulching facilities shall obtain all necessary permits from the Department of Natural Resources, Environmental Division.

- (m) Site development plans drawn to scale shall be submitted and approved by the Planning Commission prior to the issuance of a building permit. Such plans including gross acreage, number, type, and location of buildings, building heights, open space, setbacks, buffer strips, location of fence and materials of construction, and such other information as may be reasonably required by, and acceptable to the Planning Commission.
- (n) The restrictions shall not apply to the occasional chipping/shredding and mulching of wood materials generated on site and associated with property maintenance or any bona fide agricultural use conforming to generally accepted agricultural use and best management practices."

Section 3. This ordinance shall be effective as of the date of passage.

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

ADOPTED, this ____ day of July, 2020.

RHONDA FERRELL BOWLES
Clerk of Council

RECEIVED AND APPROVED THIS ____ day of July, 2020.

DON BETHUNE
Mayor

Read first time:

Read second time and passed:

Sec. 90-5. - Definitions and rules of construction.

- (a) For purposes of this chapter:
 - (1) The word "lot" includes the word "plot" or "parcel."
 - (2) The word "building" includes the word "structure."
 - (3) The word "used" or "occupied," as applied to any land or building, shall be construed to include the words "intended, arranged or designed to be used or occupied."
- (b) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

modified

Sec. 90-47. - Permitted uses.

- (a) Within the various zoning districts established by this article and designated on the zoning map of the city, no building, structure or land shall be constructed, erected or altered, used or maintained except as provided in the schedule set out in this section.
- (b) The following uses shall be permitted in the districts listed. Uses permitted in a district subject to the approval of the board of appeals are indicated by the letter "B" following the district name.

RESOLUTION

RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ADOPT THE JANUARY 2020 CHATHAM COUNTY EMERGENCY OPERATIONS PLAN; TO AUTHORIZE THE CITY'S MAYOR TO EXECUTE THE PLAN TO EVIDENCE THE CITY'S ADOPTION OF SAME; AND FOR OTHER PURPOSES.

WHEREAS, Garden City is desirous of renewing its participation in the Chatham County Emergency Operations Plan through the adoption of the current January 2020 version of said Plan which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Chatham County Emergency Operations Plan is an all-discipline, all-hazards plan that establishes a single comprehensive framework for the management of large scale or complex emergencies and disasters, providing the structure and mechanisms for the coordination of local support from local governments such as Garden City, the private sector, and non-governmental organizations as well as coordination with state and federal agencies; and,

WHEREAS, the Chatham County Emergency Operations Plan describes the structure and processes comprising a county-wide approach to incident management designed to integrate the efforts and resources of local government, private sector, and non-governmental organizations, and further details the missions, policies, structures, and responsibilities of local agencies for coordinating resource and programmatic support to local agencies or other jurisdictions and entities during emergency incidents; and,

WHEREAS, the Chatham County Emergency Operations Plan was developed pursuant to Official Code of Georgia Annotated 38-3-27(e)(1)(c) by the Chatham Emergency Management Agency ("CEMA") in coordination with each municipality within Chatham County, non-governmental organizations and private sector organizations, and is aligned with the National Incident Management System as well as the National Response Framework and the National Disaster Recovery Framework; and,

WHEREAS, the Plan fulfills the State of Georgia's requirement for each political jurisdiction to prepare and keep current plans to respond to disasters or large-scale emergencies; and,

WHEREAS, by adopting and following the January 2020 Chatham County Emergency Operations Plan, the City's costs associated with a major incident may be eligible for reimbursement by state and federal agencies; and,

WHEREAS, the Mayor and Council of Garden City, Georgia, last adopted the Chatham County Emergency Operations Plan in 2016 which plan has since been modified by CEMA to incorporate lessons learned from exercises, training, incidents and real-world events; and,

WHEREAS, the Mayor and Council of Garden City, Georgia, deems its adoption of the January 2020 version of the Chatham County Emergency Operations Plan to fulfill its

responsibility to reduce the vulnerability of its residents and businesses to all natural and manmade disasters, to minimize the damage resulting therefrom, and to assist in the recovery from any type of large-scale emergency;

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

1. The Mayor and Council of Garden City, Georgia, hereby adopts the January 2020 version of the Chatham County Emergency Operations Plan which shall supersede all previously adopted Emergency Operation Plans for the Chatham County, and authorizes the Mayor to execute the Plan together with any other documents necessary to further the intent of this Resolution.
2. The City's Fire Department shall develop, implement, and test policies, instructions, and standard operating procedures or checklists that reflect the tactical, operational, strategic, and executive mission spaces and incident management concepts contained in the Plan.

ADOPTED BY the Mayor and Council of Garden City, Georgia, on this _____ day of August, 2020.

Rhonda Ferrell-Bowles, Clerk of Council

RECEIVED AND APPROVED this _____ day of August, 2020.

Don Bethune, Mayor



CHATHAM COUNTY

EMERGENCY

OPERATIONS PLAN

JANUARY 2020



Chatham Emergency Management Agency
124 Bull Street, Room 140
Savannah, GA 31401
912-201-4500
ChathamEmergency.org



AUTHORITY LETTER

The most fundamental function of government is providing for the safety and welfare of the public. An effective emergency management program is essential to ensuring Chatham County fulfills this responsibility when our residents and visitors are threatened or impacted by emergencies or disasters.

The Chatham County Emergency Operations Plan (EOP) establishes the framework the county will use to organize and coordinate its emergency management activities when needed to save lives and to protect public safety, health, welfare and property. This EOP is not intended to address specific emergency responses, scenarios, hazards, or threats. Functional and hazard specific annexes/guides to this EOP will outline specific response activities for response organizations.

This EOP accomplishes the following:

- Establishes an incident management organization which will coordinate and support on-scene responses including maintenance of situational awareness, facilitation of effective communication between operations centers at various levels of government, maintain continuity of government, and interaction with public information sources.
- Establishes the overall operational concepts associated with the management of incidents, emergencies, crises, disasters, and catastrophes.
- Provides a flexible platform for planning and response to all hazards, incidents, events, and emergencies. It is applicable to a wide variety of anticipated incident events including earthquake, wildland fires, floods, and public health issues.

This plan establishes the emergency management responsibilities of county departments and other agencies, and identifies how they will work with the Chatham Emergency Management Agency (CEMA) to ensure Chatham County is prepared to execute a well-coordinated, timely and consistent disaster response. The plan also addresses how the county's activities will be integrated with state and federal agencies and incorporate organizations from the private sector and non-governmental organizations.

This EOP continues Chatham County's compliance with the National Incident Management System (NIMS), the Incident Command System (ICS), the National Response Framework (NRF), and the National Preparedness Guidelines to include *Comprehensive Preparedness Guide 101: Developing and Maintaining Emergency Operations Plans*. It facilitates multi-agency and multi-jurisdictional coordination during emergency operations, public information functions, and resource management.



APPROVAL AND IMPLEMENTATION

The Chatham Emergency Management Agency maintains the Chatham County Emergency Operations Plan and presents the plan to the Chatham County Commission and each municipal Council for adoption.

The Chatham County Emergency Operations Plan was developed by Chatham Emergency Management Agency in coordination with each municipality within Chatham County, non-governmental organizations and private sector organizations and is aligned with the National Incident Management System as well as the National Response Framework and the National Disaster Recovery Framework. In addition, Chatham Emergency Management Agency modified the Emergency Operations Plan, its appendices, Emergency Support Function Annexes, Support Annexes and Incident Annexes to incorporate lessons learned from exercises, training, incidents and real world events.

This plan supersedes the Chatham County Emergency Operations Plan dated September, 2012.

Dennis Jones
Director
Chatham Emergency Management Agency
6/28/2019



RECORD OF CHANGES

Each update or change to the plan should be tracked. The record of changes, usually in table format, contains, at a minimum, a change number, the date of the change, the name of the person who made the change, and a summary of the change. Other relevant information could be considered.



RECORD OF DISTRIBUTION

The record of distribution, usually in table format, indicates the title and the name of the person receiving the plan, the agency to which the recipient belongs, the date of delivery, and the number of copies delivered. Other relevant information could be considered. The record of distribution can be used to prove that tasked individuals and organizations have acknowledged their receipt, review, and/or acceptance of the plan. Copies of the plan can be made available to the public and media without SOPs/SOGs, call-down lists, or other sensitive information.



SIGNATURE PAGE

Jurisdiction	Name, Title	Signature	Date
Chatham County	Albert Scott, Chairman		
City of Bloomingdale	Benjamin Rozier, Mayor		
City of Garden City	Donald Bethune, Mayor		
City of Pooler	Rebecca Benton, Mayor		
City of Port Wentworth	Gary Norton, Mayor		
City of Savannah	Van Johnson, Mayor		
Town of Thunderbolt	Beth Goette, Mayor		
City of Tybee Island	Shirley Sessions, Mayor		
Vernonburg	Jimmy Hungerpiller, Superintendent		



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1.0 Introduction

1.1 Purpose

The Chatham County Emergency Operations Plan (EOP) herein referred to as the "Base Plan" or EOP establishes a framework for the effective coordination of response and initial recovery operations during large-scale or complex emergencies and disasters.

This plan defines roles and responsibilities for emergency management functions, establishes the conditions under which resources are mobilized and describes the organizational concepts and structures used to coordinate actions.

The EOP reflects an all-hazards approach to planning, meaning a similar concept of operations can be applied to all types of emergency situations, regardless of the exact nature of the incident. An all-hazards approach allows for the fact that some incidents have unique planning and response considerations requiring special attention. Incident Annexes to the base plan provide additional direction and guidance for specific type of emergencies or disasters.

1.2 Scope

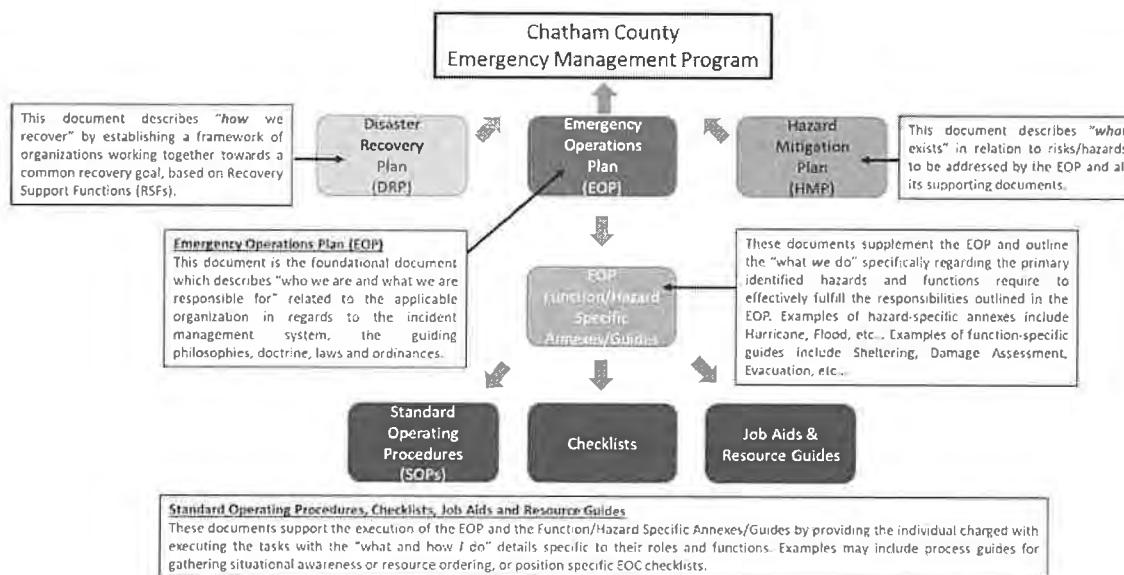
This EOP provides guidance on response activities to Chatham County's most likely and demanding emergency conditions. It does not supersede well-established operational policies and procedures for coping with and responding to day-to-day emergencies involving law enforcement, the fire service, medical aid, transportation services, flood control, or other discipline-specific emergency response systems. It is intended as a supplement and compliment to such systems. This EOP does however place emphasis on those unusual and unique emergency conditions that will require extraordinary response beyond the ability of any one or common set of organizations to respond. Neither does this EOP include detailed response level operating instructions or procedures. Each organization identified in this EOP is responsible for, and expected to develop, implement, and test policies, instructions, and standard operating procedures (SOPs) or checklists that reflect the tactical, operational, strategic, and executive mission spaces and incident management concepts contained in this EOP. Coordinated response and support roles must be defined by these organizations to facilitate the ability to respond to and manage any given incident.

This document is not intended to be an overview of the Emergency Operations Center functions, procedures, section responsibilities, or positions specific standard operating procedures.



1.2.1 Plan Components

- **Base Plan:** The Base Plan serves as the fundamental framework for countywide emergency management. It outlines the county's hazard vulnerabilities, planning assumptions, and establishes the authorities, responsibilities, operational priorities and general strategies for local emergency operations that apply regardless of the specific type of emergency or disaster.
- **Emergency Support Function (ESF) Annexes:** County Departments, as well as jurisdictional agencies and non-governmental agencies are organized into 19 functional groups called ESFs. Each ESF has an annex to the EOP that defines the ESF purpose, scope, identifies agencies assigned to the ESF, establishes their roles and responsibilities and describes how they will coordinate during an emergency.
- **Support Annexes:** Support Annexes address commonly required emergency functions that do not fall within the scope of ESFs. These Annexes address the plans and coordination required from tasked agencies to support the functional area in an emergency. The Support Annexes are not incident-specific and are intended to be applicable to incident of all types. Examples include Training and Exercise and EOC Staff Manual.
- **Incident Annexes:** While the EOP is an all-hazards plan, some incident types warrant additional attention based on the level of risk they present, unique planning requirements or regulations involved. Incident Annexes are provided for those hazards that require consideration.





1.3 Situation Overview / Hazard Analysis

Chatham County, with an approximate population of 289,195 (U.S. Census Bureau 2018 estimate) is the northern-most county on the Georgia Coastline. The county as a whole is approximately 632 square miles, of which 426 square miles is land and 206 square miles is comprised of water.

Hazards addressed in this plan were determined by the Hazard Mitigation Planning Team based on available data and consideration of hazard frequency and potential severity of damage. Where available, hazard frequency based on past occurrence data is used to suggest future probability. Further information regarding the hazards, risks and vulnerabilities can be referenced in the Hazard Mitigation Plan.

1.3.1 Hazards

Natural Hazards	Technological Hazards	Adversarial Hazards
<ul style="list-style-type: none">• Drought• Earthquake• Extreme Heat• Flood• Infectious Disease• Sea Level Rise• Severe Weather• Severe Winter Storm• Tornado• Tropical Cyclone• Wildfire	<ul style="list-style-type: none">• Cyber Attack• Hazardous Materials• Levee/Dam Failure• Mass Casualty	<ul style="list-style-type: none">• Active Shooter/Threat• Mass Casualty• Terrorism

1.3.2 Hazard Preparedness Actions

In order to prepare the community for these potential events, actions can be taken in each of the five mission areas of preparedness.

- Mitigation
- Prevention
- Protection
- Response
- Recovery





	Natural Hazards	Technological Hazards	Adversarial Hazards
MITIGATE	<ul style="list-style-type: none">• Drainage improvements	<ul style="list-style-type: none">• Structure hardening• Redundant systems	<ul style="list-style-type: none">• Structure hardening
PREVENT	<ul style="list-style-type: none">• Flood zone regulations• Land use ordinances• Community outreach	<ul style="list-style-type: none">• Zoning regulations• Planning and coordination with private sector	<ul style="list-style-type: none">• N/A
PROTECT	<ul style="list-style-type: none">• Enhanced warning systems• Preemptive deployment	<ul style="list-style-type: none">• Enhanced warning systems• Community Outreach	<ul style="list-style-type: none">• Critical infrastructure security• Enhanced warning systems
RESPOND	<ul style="list-style-type: none">• Preemptive deployment• Coordinated response	<ul style="list-style-type: none">• Technical response capabilities• Coordinated response	<ul style="list-style-type: none">• Tactical response capabilities• Coordinated response
RECOVER	<ul style="list-style-type: none">• Coordinated planning• Stakeholder engagement	<ul style="list-style-type: none">• Coordinated planning	<ul style="list-style-type: none">• Coordinated planning

1.4 Planning Assumptions

These identify what the planning team assumes to be facts for planning purposes in order to make it possible to execute the document. During operations, the assumptions indicate areas where adjustments to the plan have to be made as the facts of the incident become known. These also provide the opportunity to communicate the intent of senior officials regarding emergency operations priorities. The following actions can be assumed when activating this plan:

- An emergency may occur at any time and may affect single or multiple jurisdictional areas. Some incidents will occur with enough warning to allow for activation and preparation prior to the onset of emergency conditions. Other incidents will be no-notice that occur without warning.
- All incidents begin and end locally. Municipalities maintain operational control and responsibility for emergency activities within their jurisdictions, unless otherwise superseded by ordinance, statute or agreement.



- When an emergency exceeds local resource and response capabilities, local governments will request assistance from the County EOC. The County will then request assistance from neighboring jurisdictions and from the State.
- Incidents in Chatham County may occur simultaneously to events throughout the United States, constraining resources available and slowing or reducing the amount of outside assistance available to support.
- Governments, departments and agencies will develop and maintain the necessary plans, standard operating procedures, contracts and memorandums of understanding to execute emergency responsibilities assigned by the Chatham County EOP.
- Employees tasked with emergency duties that live and work within the affected area may be personally impacted by the incident and unable to report to work.
- Individuals, community-based organizations and businesses will offer services and support in time of disaster in the form of spontaneous volunteers, supplies and financial donations.
- Incidents, including large scale emergencies or events, require full coordination of operations and resources, and may:
 - a) Require significant information sharing across multiple jurisdictions and between the public and private sectors;
 - b) Involve single or multiple jurisdictions and/or geographic areas;
 - c) Have significant statewide and/or national impact and may require significant inter-governmental coordination;
 - d) Involve multiple, highly varied hazards or threats on a local, regional, statewide or national scale;
 - e) Result in mass casualties, displaced persons, property loss, environmental damage and disruption of the economy and normal life support systems, essential public services and basic infrastructure;
 - f) Require resources to assist individuals with access and functional needs;
 - g) Impact critical infrastructures across multiple sectors;
 - h) Exceed the capabilities of state agencies, local governments, NGO's and private sector organizations;
 - i) Attract a sizeable influx of public, private, and voluntary resources, including independent and spontaneous volunteers;
 - j) Require short-notice asset coordination and response; and
 - k) Require prolonged incident management operations and support activities for long-term community recovery and mitigation.



- The negative cascading effects from natural disasters may rise due to increased urban development, industrial expansion, traffic congestion and widespread use and transport of hazardous materials. These factors may increase the risk of human-caused emergencies such as hazardous materials accidents, power failures, resource shortages and environmental contamination.

2.0 Concept of Operations

2.1 General

CEMA identifies potential threats to life, property and the environment, and then develops plans and procedures to respond to those threats. These plans and procedures will help to coordinate and support emergency response and recovery activities and will be tested through exercises and validated by the results of actual response. The goal is to maintain a robust incident management organization with strong collaborative ties among governments, community-based organizations, volunteers, public service agencies, and the private sector. Chatham County conforms to, and this EOP complies with NIMS, and ICS guidelines.

2.2 National Response Framework (NRF)

The NRF is based upon the premise that incidents are handled at the lowest jurisdictional level. In the vast majority of incidents, state and local resources and interstate mutual aid will provide the first line of emergency response and incident management support. When state resources and capabilities are overwhelmed, Governors may request federal assistance. The NRF provides the framework for federal interaction with state, local, tribal, private sector and non-governmental entities in the context of domestic incident management to ensure timely and effective federal support.

The NRF is the core operational plan for national incident management, and establishes national-level coordinating structures, processes, and protocols that will be incorporated into certain existing federal interagency incident or hazard-specific plans. The NRF is intended to facilitate coordination among local, state, tribal, and federal governments and the private sector without impinging on any jurisdiction or restricting the ability of those entities to do their jobs. The NRF does not alter or impede the ability of first responders to carry out their specific authorities or perform their responsibilities.

The NRF and NIMS are designed to work in tandem to improve the Nation's incident management capabilities and overall efficiency. Use of NIMS enables local, state, tribal, and federal governments and private-sector and non-governmental organizations (NGOs) to work together effectively and efficiently to prevent, prepare for, respond to, and recover from actual or potential domestic incidents regardless of cause, size, or complexity.



2.3 National Incident Management System (NIMS)

NIMS provides a comprehensive, whole community, whole government approach to incident management for all hazards and integrates existing best practices into a consistent nationwide approach to domestic incident management that is applicable to all jurisdictional levels and across functional disciplines. NIMS is based on a balance of flexibility and standardization that allows government and private entities at all levels to work together to manage domestic incidents, regardless of their cause, size, location, or complexity. Five major components make up this system's approach: preparedness; communications and information management; resource management; command and management; and ongoing management and supporting technologies.

2.4 Incident Command System (ICS)

A primary component of NIMS, ICS is a standardized on-scene emergency management system designed to allow for an integrated organizational structure equal to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS addresses both organization and process. ICS is used to manage facilities, equipment, personnel, procedures, and communications through the use of a common organizational structure and standardized procedures.

2.5 Integrating Federal, State, and local Systems

Taken together the NRF, NIMS, ICS, and this EOP integrate the capabilities and resources of various governmental jurisdictions, incident management and emergency response disciplines, non-governmental organizations (NGOs), and the private sector into a cohesive, coordinated, and seamless national framework for domestic incident management. It should be understood that field level emergency responders, Emergency Operations Center (EOC) staff, department heads, elected officials, and public information officers all have a vital role in successful comprehensive incident management and make up the Incident Management Enterprise.

2.6 Phases of Emergency Management

Emergency management functions are generally grouped into the four phases of mitigation, preparedness, response, and recovery. The grouping of emergency management functions is useful for classifying and conceptualizing activities. While useful for targeting efforts and resources, the phases of emergency management are not distinct—activities in each phase often overlap with other phases. For example, recovery projects often include elements of mitigation (i.e., rebuilding structures using current building codes) and response often includes recovery measures (i.e., immediate debris removal). The phases are also cyclical in nature—lessons learned from an incident are applied in preparedness efforts for future emergencies and major disasters. The following sections provide examples of the types of activities that take place in each phase.



2.6.1 Mitigation

Mitigation activities occur before, during, and after incidents. Post-disaster mitigation is part of the recovery process. Eliminating or reducing the impact of hazards that exist within Chatham County and are a threat to life and property are part of the mitigation efforts.

Mitigation tools include:

- Detailed plans to mitigate future hazards
- Land use planning
- Local ordinances and statutes (zoning ordinances, building codes, etc.)
- Structural measures
- Tax levies or abatements
- Public information and community relations

2.6.2 Preparedness

Preparedness activities are taken in advance of an emergency and develop operational capabilities, enact protective measures, and enhance effective responses to a disaster. These activities can include emergency/disaster planning, training and exercises, and public education. Citizen Preparedness activities are key elements in this phase and a significant factor in the success of a community in responding to an emergency. Members of the incident management enterprise and local organization develop EOPs, SOPs, and checklists detailing personnel assignments, policies, notification rosters, and resource lists. Personnel are made familiar with these EOPs, SOPs, and checklists through periodic training in the activation and execution of procedures.

CEMA maintains several contact lists of agencies and personnel critical to emergency operations. Those lists include; city/jurisdiction EOC responders, key contacts within cities/towns and county agencies, state agencies, and other organizational contacts.

2.6.3 Response

The response phase can be further broken down into three types of response—pre-emergency, immediate, and on-going emergency responses.

Pre-Emergency Response (or crisis response): if warning mechanisms exist for a particular hazard then response actions to emphasize protection of life, property, and environment can be anticipated. Typical pre-emergency and crisis response actions may include:



- Alerting necessary agencies, placing critical resources on stand-by
- Warning threatened populations of the emergency and apprising them of safety measures to be implemented
- Evacuation of threatened populations to safe areas
- Identifying the need for mutual aid
- Proclamation of a Local Emergency by local authorities

Immediate Emergency Response: during this phase, emphasis is placed on saving lives and property, attempting to establish and maintain control of the situation, and minimizing effects of the disaster. Immediate response is accomplished within the affected area by local government agencies and segments of the private sector. The primary activities are on-scene by first or early responders.

On-Going (or sustained) Emergency Response: In addition to continuing preservation of life and property operations, mass care, relocation, public information, situation analysis, status and, damage assessment operations may be initiated. Ongoing response usually involves many organizations and the activation of the EOC.

Furthermore, CEMA utilizes the NIMS Incident Complexity Typing Guide to determine appropriate responses to incidents.





Type 5	<ul style="list-style-type: none"> Under one Operations Period The only ICS position staffed is the Incident Commander The incident can be handled with one or two single resources Command and General Staff positions (other than the Incident Commander) are not activated Primarily local resources used The incident is contained within the first operational period and often within an hour to a few hours after resources arrive on scene Additional resources or logistical support are not usually required Written Incident Action Plan (IAP) is not required Examples: vehicle fire, an injured person, or a police traffic stop, single vehicle crash 	CEMA not involved unless requested
Type 4	<ul style="list-style-type: none"> Under one Operations Period Command staff and general staff functions are activated only if needed Several resources are required to mitigate the incident The agency administrator may have briefings, and ensure the complexity analysis and delegation of authority is updated The role of the agency administrator includes operations: plans including objectives and priorities Command staff and general staff functions are activated only if needed Primarily local resources used Resources vary from a single resource to multiple resource task forces or strike teams The incident is usually limited to one operational period in the control phase Written IAP is not required, but a documented operational briefing will be completed for all incoming resources The agency administrator/official may have briefings, and ensure the complexity analysis and delegation of authority is updated Examples: Search and Rescue, Motor Vehicle Accidents, Small Fires, Protest Rallies, Structure Fires, Small Hazardous Materials Spills, etc 	CEMA not involved unless requested
Type 3	<ul style="list-style-type: none"> When incident needs exceed capabilities, the appropriate ICS positions should be added to match the complexity of the incident Some or all of the command and general staff positions may be activated, as well as division/group supervisor and/or unit leader level positions Examples: Large Search and Rescue, Special Events, Large Fires, Large School Incidents 	CEMA involvement Discretionary
Type 2	<ul style="list-style-type: none"> This type of incident extends beyond the capabilities for local control and is expected to go into multiple operational periods Most or all of the command and general staff positions are filled A written IAP is required for each operational period Many of the functional units are needed and staffed Examples: Industrial Fires, VIP Visits, Lengthy Search and Rescue, multi-day special events, Tornadoes, Floods, Events of Regional Interest 	CEMA involved
Type 1	<ul style="list-style-type: none"> This type of incident is the most complex, requiring national resources for safe and effective management and operation All command and general staff positions are filled Operations personnel often exceed 500 per operational period and total personnel will usually exceed 1,000 Banches need to be established A written incident action plan (IAP) is required for each operational period The agency administrator will have briefings, and ensure that the complexity analysis and delegation of authority are updated Use of resource advisors at the incident base is recommended There is a high impact on the local jurisdiction, requiring additional staff for office administrative and support functions Example: Hurricanes, Natural Disasters, Events of National Interest 	CEMA involved

2.6.4 Recovery

At the onset of an emergency, actions are taken to enhance the effectiveness of recovery operations. Recovery includes both short-term activities intended to return vital life-support systems to operation, and long-term activities designed to return infrastructure systems to pre-disaster conditions. The recovery phase may also include cost recovery activities. The major objectives of the recovery period include:

- Reinstatement of family and community integrity
- Provision of essential public services
- Restoration of private and public property



- Identification of residual hazards
- Preliminary plans to mitigate future hazards
- Recovery of costs associated with response and recovery efforts
- Coordination of state and federal public and individual assistance

2.7 All Hazards / Comprehensive Emergency Management

Chatham County's philosophy of emergency management is based upon the NRF, taking an all-hazards, comprehensive approach. This process allows Chatham County to establish a framework of communication, coordination and response no matter what emergency the County is facing. These inter-related actions which comprise the concept of emergency management are designed to:

- Prepare, prevents and protect against hazards;
- Respond to emergencies that occur;
- Recover and restore the community to a new normal; and
- Mitigate hazards.

Efforts related to the phases of emergency actions will take place on a continuous and scalable level based upon hazard identification, threat, vulnerability and risk to people, property, critical infrastructure and the environment.

The overall goal is to minimize the impact caused by a disaster or an emergency, creating a more disaster resilient Chatham County. It is important to remember that the emergency management process is cyclical – it is not a one-time task. Preparedness and mitigation begins well before the onset of an emergency or a disaster. Emergency management is a continual and developing process using lessons learned from previous incidents and events to improve Chatham County's capacity to manage future incidents and events.

2.8 Operational Objectives

The EOP is based on the following operational considerations:

- Initially, incidents are appropriately managed at the lowest possible level.
- Chatham County will use all available resources to save lives, minimize injury to persons and minimize damage to property and the environment.
- Incident management activities will be initiated and conducted using the principles contained in NIMS.



2.9 Emergency Operations Center

The EOC is a critical link in the emergency response chain, enabling incident commanders to focus on the needs of the incident, serving as an information conduit between incident command and the Command Policy Group (CPG), promoting problem solving at the lowest practical level.

The EOC is the central location from which Chatham County provides interagency coordination and executive decision making in support of incident response and recovery operations. The EOC does not command or control on-scene jurisdictional response efforts but does carry out the coordination functions through:

- Developing and maintaining Situational Awareness and a Common Operating Picture for decision makers, Incident Commanders and other emergency responders.
- Managing requests, procurement, and utilization of needed resources (to include people).
- Documenting and Managing Incident Information.

2.9.1 EOC Locations

The Old County Courthouse EOC is designated as the County's Primary EOC, The Annex EOC is designated as the County's Alternate EOC, and the Mobile EOC is designated as the County's Mobile EOC and will be used by direction only and in some cases will supplement the Primary/Alternate EOC as an on-site resource.

2.9.2 EOC Activations

The EOC may be activated for various reasons based on support requirements of a jurisdiction or organization, the context of a threat, the anticipation of events, or in response to an incident. Circumstances that might trigger activation include but are not limited to:

- More than one jurisdiction becomes involved in an incident and/or the incident involves multiple agencies;
- The Incident Commander indicates an incident could expand rapidly, involve cascading effects, or require additional resources;
- A similar incident in the past required Center activation;
- The Emergency Management Agency Director or an elected or appointed official directs the EOC be activated;



- An incident either planned and/or unplanned is imminent. Examples: include but are not limited to: local scheduled special events, predictions/pending and/or forecasted hazardous/severe and tropical weather systems, anticipated river flooding, and other elevated threat levels;
- The anticipated need for support requires acquiring additional resources;
- The event(s) meet thresholds outlined in the County EOP occur; and/or
- Significant impacts to the population for any other reason(s) are anticipated.

2.9.3 Activation Levels

The activation level of the EOC grows in size, scope and complexity in concert with that of the incident. If the incident requires additional support and coordination, additional staff can be activated to involve more disciplines, mobilize resources, inform the public, address media inquiries, involve senior elected and appointed officials, and request outside assistance.

The EOC will function at one of three levels based upon the complexity of the incident and requirements of CEMA management. A normal steady state of the EOC is the default and considered ready for activation at a moment's notice. During normal operations (steady state), emergency management personnel maintain operational readiness by monitoring and assessing potential threats and hazards; conducting routine and ongoing coordination with other departments and agencies; developing and executing plans, training, and exercises; and maintaining facilities and equipment.



Level 3 Active Monitoring

- An event which could impact Chatham County is possible or assistance may be needed in coordinating County resources for an actual event.
- Center is staffed with a few personnel focused on situational awareness.

Level 2 Elevated Activation

- An event which could impact Chatham County is imminent and requires additional coordination of resources or an actual event is expected to escalate to a point where EOC coordination efforts are prudently assumed to be anticipated.
- Center is partially staffed; limited or partial liaison support (Based on the needs of the incident)

Level 1 Full-Scale Activation

- An event which is anticipated to impact or actually occurring in Chatham where local resources and capabilities will be taxed to the point where County-wide, Regional or State resources will be required.
- All General Staff positions activated; including applicable liaison positions.
- Operations being conducted on a 24 hour basis.

2.10 Levels of Emergencies and Declarations

There are two basic groups of emergencies, declared and non-declared.

2.10.1 Non-Declared County Emergencies / Disasters

- The Chairperson, Chatham County Commissioners, or designee may direct County departments and agencies to respond to emergencies or disasters as outlined in this plan without a formal declaration of an emergency when the expectation is that local resources will be sufficient and that no reimbursement of costs will be requested.
- For significant events in Chatham County, the EOC may be activated to monitor the situation, coordinate activities among departments and agencies, and to ensure that the County is positioned to rapidly respond in the event of an incident.



2.10.2 Emergency Declarations

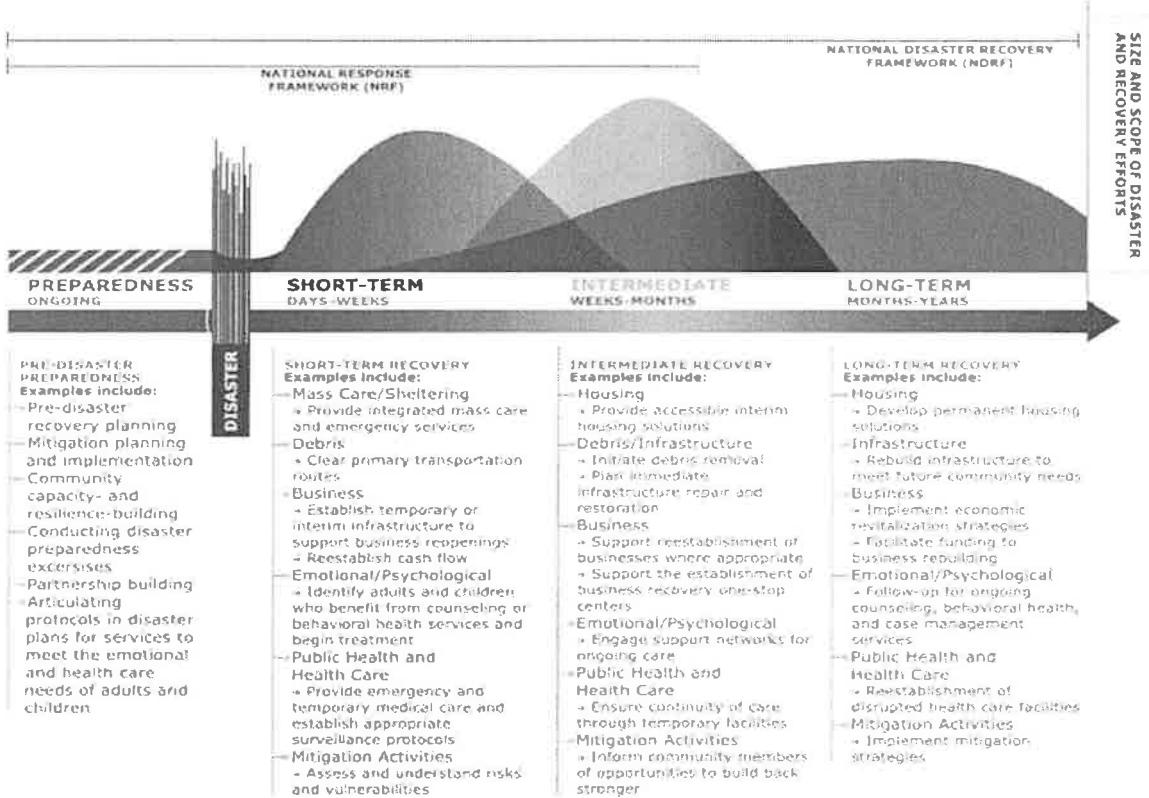
There are three levels of emergency declarations that may apply to a disaster or emergency depending upon the scope and magnitude of the event:

- **County / Local Declaration:** A local emergency declaration automatically activates the Chatham County EOP, the EOC and provides for the expeditious mobilization of County resources to respond to a major incident or event.
- **State Declaration:** A declaration of an emergency by the Governor of Georgia that includes Chatham County provides the County access to the resources and assistance of the departments and agencies of the State, including the National Guard, in the event local resources are insufficient to meet the needs. These requests for assistance are coordinated by GEMA/HS after submittal by the County EOC.
- **Federal Declaration:** The Governor of Georgia may request a federal emergency or major disaster declaration. In the event that Chatham County is declared a federal disaster area, the resources of federal departments and agencies are available to provide resources and assistance to augment those of the County and State. The state will coordinate state and federal assistance to Chatham County and the EOC will coordinate assistance throughout the County.

2.11 Transition from Response to Recovery

The recovery process is best described as a sequence of interdependent and often concurrent activities progressively advancing a community toward a successful recovery. Decisions made and priorities set early in the recovery process, by a community, will have a positive cascading effect on the nature and speed of the recovery progress. In fact, decisions made before a disaster can also positively impact recovery. Additional information can be found in the Disaster Recovery Plan (DRP).

Figure 1 on the next page indicates how preparedness, response, and recovery functions are related.



The transition from response to recovery is a gradual process, the pace and timing of which will depend on the circumstances. As response activities diminish, recovery activities will increase.

If the scope of the disaster dictates, a Recovery Committee will be established to manage recovery operations. The EOC Manager and Planning Section Chief will assess the need for a separate recovery organization based on the impacts of the incident, in collaboration with the other ESFs, and will make a recommendation to the CEMA Director to activate the Recovery Plan. The CEMA Director will then make a recommendation to the Command Policy Group who will activate the Recovery Plan.

2.11.1 Recovery Timeframes

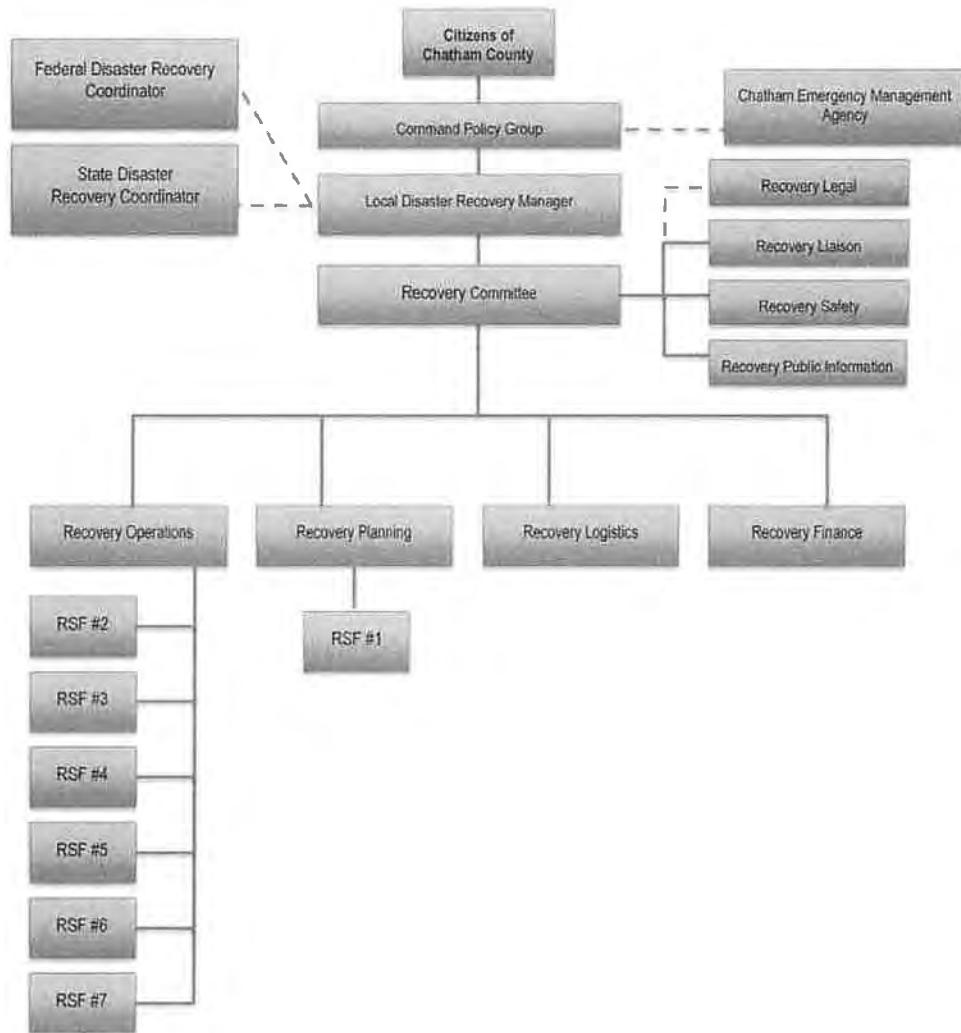
Since emergency management is a cycle, there will be overlap between response and recovery operations. Additionally, recovery operations for multiple events may take place simultaneously.

Recovery includes short-term, intermediate-term, and long-term phases.



- **Short-term recovery** concerns include managing and containing immediate impacts of an event on community systems and beginning to return these systems back to operating standards.
- **Intermediate-term recovery** involves returning individuals and families, critical infrastructure, and essential government or commercial services back to a functional state, although not necessarily to a pre-disaster state.
- **Long-term recovery** works to return to “near normal” conditions after a disaster or emergency, including restoring economic activity and rebuilding community facilities and housing. Long-term recovery can take several months or years.

2.11.2 Recovery Organization





3.0 Organization and Assignment of Responsibilities

3.1 General

County agencies and response organizations may have various roles and responsibilities throughout a major emergency or disaster's duration. Therefore, it is particularly important that the local command structure be established to support response and recovery efforts and maintain a significant amount of flexibility to expand and contract as the situation changes. Typical duties and roles may also vary depending on the incident's size and severity of impacts, as well as the availability of local resources. Thus, it is imperative to develop and maintain depth of qualified staff within the command structure and response community.

The response organization of any local government is the responsibility of the jurisdiction's Chief Elected Official (CEO). It consists of all agencies and resources of that local government and applicable volunteer and private resources. The CEO may use the jurisdiction's resources and employees as necessary and alter functions of departments and personnel as necessary in response to an emergency event. The CEO maintains direction and control of all activities within that jurisdiction.

Upon activation of a Local State of Emergency, the Chatham County Emergency Operations Plan becomes active as do prudent emergency protective ordinances. The CEMA Director will coordinate actions between local governments and agencies as necessary and the direct response actions as determined by the CPG. In situations where local resources to contend with an emergency do not exist or have been depleted, the CPG, in coordination with the CEMA Director, will request state assistance.

3.2 Command Policy Group

During disaster situations, the CEMA Director may request the assembly of jurisdiction CEOs to discuss incident information. This unified assembly is known as the Command Policy Group. The CPG will coordinate with the CEMA Director on all emergency event information, direction and coordination. The CEMA Director has the responsibility to lead the response effort through guidance and direction of the CPG.

The Command Policy Group consists of:

- Chairperson of the Chatham County Commission
- County Manager
- Municipal Chief Elected Officials
- Municipal City Managers



- Superintendent of the Savannah-Chatham County Public Schools
- Chief Judge
- Chatham County Sheriff
- US Coast Guard Captain of the Port
- CEMA Director

3.3 Continuity of Operations / Government

Succession of County elected officials is outlined in the Continuity of Government (COG) Plan. Each jurisdiction is encouraged to have an authorized COG plan that clearly states the orders of succession, limitations to authority and activation policy.

In the event of an incident within Chatham County, it may be necessary for county departments to activate their Continuity of Operations Plans (COOP). During COOP activations, agencies and departments should focus on limiting the interruption of services outlined in their mission essential functions.

3.4 Assignment of Responsibilities (General)

This section describes responsibilities or capabilities of in general terms other entities beyond direct jurisdictional control that are known to support, or are capable of supporting, disaster response or recovery within the jurisdiction.

3.4.1 Individuals and Households

Taking proper protective actions is necessary during emergencies. It is the responsibility of individuals and households to:

- Be aware of the different types of warning systems and how you may be notified of an emergency situation.
- Prepare to evacuate or shelter in place.
- Develop a family reunification plan.

3.4.2 Local Government

Local governments, whether cities, towns or the county are central organizations in emergency management since local government has the primary responsibility for public safety, including emergency response following an emergency or disaster.



The local government maintains control of all assets used in the response and recovery efforts, regardless of the source of those assets. Local governments must plan and prepare for this role with the support of the State and Federal governments.

3.4.3 State Government

The primary role of GEMA/HS is to support local emergency management activities through local EMA directors. GEMA/HS provides routine assistance to local EMAs regarding grants, hazard mitigation projects, Citizen Corps Programs, Emergency Management Performance Grant funding, planning, training, exercise and technical guidance. Additionally, GEMA/HS assists local jurisdictions by coordinating with federal officials on behalf of local jurisdictional needs.

3.4.4 Federal Government

When a disaster strikes and is so severe that the local governments and the State governments together cannot provide the needed resources, then the Federal government becomes the source for those resources. The Federal Emergency Management Agency (FEMA) is the Federal agency that coordinates the activation and implementation of the Federal Response Plan, so the States work with FEMA to access Federal programs and support.

3.4.5 Non-Governmental and Volunteer Organizations

Volunteer agencies, such as the American Red Cross, local church/synagogue congregations, and assistive organizations, such as the Salvation Army, are available to give assistance with sheltering, feeding, and other issues, as necessary.

3.4.6 Private Sector

Private sector organizations within the jurisdiction may assist with a wide variety of tasks based on their capabilities.

3.5 Assignment of Responsibilities (Specific)

3.5.1 Chairperson of the Chatham County Commission

- Consult with the CEMA Director and declare a Local State of Emergency, as needed.
- Consult with the CEMA Director and order evacuations, as needed.
- Enact necessary Emergency Protective Ordinances.
- Serve as, or designate a spokesperson for the emergency.



- Coordinate with other elected officials at the local, state and federal level.

3.5.2 Municipal Elected Officials

- Enact necessary Emergency Protective Ordinances.
- Address policy level issues and participate in meetings/briefings as appropriate.

3.5.3 County and Municipal Managers

- Ensure government departments respond appropriately, activating COOP plans as needed.
- Ensure all response/recovery actions are in line with current policies and procedures.
- Ensure all departments and agencies document activities, time and finances accordingly for potential reimbursement.
- Remain aware of the financial situation.
- Direct and reallocate municipal assets and resources during an emergency.

3.5.4 Chatham County Emergency Management Agency Director

- Coordinate EOC staffing and functioning
- Ensure Interoperable Communications
- Operations of the shelter system in conjunction with the American Red Cross
- Facilitate emergency public information
- Coordinate alert and warning systems
- Coordinate assistance from other jurisdictions, the State and Federal governments
- Manage emergency control and use of resources
- Oversee rumor control
- Manage community damage assessments



3.5.5 Emergency Support Functions

- The EOP applies a functional approach that groups the capabilities of municipal and county departments and some volunteer and non-government organizations into ESFs to provide the planning, support, resources, program implementation, and emergency services that are most likely to be needed during disaster or emergency incidents. The County response to actual or potential disasters or emergencies is typically provided through the full or partial activation of the ESF structure as necessary. The ESFs serve as the coordination mechanism to provide assistance to municipal governments or to County departments and agencies conducting missions of primary County responsibility.
- Each ESF is comprised of primary and support agencies. The EOP identifies primary agencies on the basis of authorities, resources, and capabilities. Support agencies are assigned based on resources and capabilities in a given functional area. The resources provided by the ESFs reflect categories identified in the NIMS. ESFs are expected to support one another in carrying out their respective roles and responsibilities. Additional discussion on roles and responsibilities of ESF primary agencies, and support agencies can be found in the introduction to the ESF Annexes.
- Note that not all disaster or emergency incidents result in the activation of all ESFs. It is possible that an incident can be adequately addressed by agencies through activation of certain EOP elements without the activation of ESFs. Similarly, operational security considerations may dictate that activation of EOP elements be kept to a minimum, particularly in the context of certain terrorism prevention activities.

3.5.6 Emergency Support Functions – Scope and Agency Assignments

The ESFs incorporated into the EOP and their respective concepts of operations are summarized below and explained in detail in the ESF Annexes to the EOP. Please note, this is not an exhaustive list of responsibilities.



ESF	Scope	Coordinating Entity
1 – Transportation	<ul style="list-style-type: none">• Situational awareness for highway, aviation and marine systems• Damage assessment of critical transportation systems in disaster• Restoration and recovery of transportation infrastructure• Evacuation and re-entry coordination	Chatham County Department of Engineering
2 – Communications	<ul style="list-style-type: none">• Coordination with telecom and IT industries• Restoration/repair of telecom infrastructure• Support of deployable communications	Chatham County Information & Communication Systems
3 – Public Works / Engineering	<ul style="list-style-type: none">• Debris clearance, removal and disposal coordination	Chatham County Public Works
4 – Firefighting	<ul style="list-style-type: none">• Support firefighting operations	Chatham Emergency Services
5 – Planning / Emergency Management	<ul style="list-style-type: none">• Maintain Situation Awareness and develop Common Operating Picture• Develop Center Action Plans• Facilitate reports to local, State and Federal agencies	CEMA
6 – Mass Care & Sheltering	<ul style="list-style-type: none">• <u>MASS CARE</u>: Sheltering, feeding, bulk distribution• <u>HUMAN SERVICES</u>: Implementation of disaster assistance programs for non-housing losses• <u>HOUSING</u>: Short/intermediate-term housing	Chatham County DFCS
7 – Logistics	<ul style="list-style-type: none">• Resource support (transportation, facilities, supplies, equipment, personnel)• Coordination of mutual aid agreements• Procurement	CEMA
8 – Health & Medical	<ul style="list-style-type: none">• Hurricane Registry Evacuation• Healthcare and medical response support• Environmental Health & Safety	Chatham County Health Department
9 – Search & Rescue	<ul style="list-style-type: none">• Search & Rescue operations	Pooler Fire Department
10 – Hazardous Materials	<ul style="list-style-type: none">• Hazardous Materials response	Savannah Fire Rescue
11- Agriculture / Food & Water	<ul style="list-style-type: none">• Animal & plant disease response• Identify, secure & distribute food	Chatham County Health Department / CEMA
12 – Energy / Utilities	<ul style="list-style-type: none">• Energy infrastructure and resource assessment, repair, and restoration• Utility coordination	Chatham County Public Works
13 – Law Enforcement	<ul style="list-style-type: none">• Public safety/security support• Support to access, traffic and crowd control• Facility and resource security	Chatham County Police Department
14 – Private Sector	<ul style="list-style-type: none">• Private sector support and coordination	CEMA / SEDA
15 – External Affairs	<ul style="list-style-type: none">• Emergency public information and protective action guidance• Media and community relations	Chatham County Public Information Office
16 – Community Alerting	<ul style="list-style-type: none">• Provide warnings, alerts and notifications to stakeholders	CEMA
17 – Damage Assessment	<ul style="list-style-type: none">• Infrastructure assessment, protection and emergency repair (PA DA)• Private property assessment (IA DA)	CEMA / OSRM / BSRS



ESF	Scope	Coordinating Entity
18 – Animal Services	<ul style="list-style-type: none">Animal response	Chatham County Animal Services
19 – Cultural and Historical Properties	<ul style="list-style-type: none">Natural & cultural resources and historic property protection and restoration	Savannah Heritage Emergency Response

4.0 Direction, Control, and Coordination

The emergency response is coordinated utilizing NIMS/ICS, which provides a flexible, adaptable and expandable response organization to address all-hazards of varying magnitude and complexity. An EOC is activated to support field operations and ensure continuity of government when an incident threatens government services, requires additional resources beyond the capacity of the responding agency, or when resources exceed that which is available from within the jurisdiction as a whole. Communications between the field response and the EOC are established when the EOC is activated in support of field operations.

During multiple-incident situations within the county, an area command may be established to provide for the ICs at separate locations. Unified Command is an application of ICS and may be established at the field response level when more than one agency has jurisdictional responsibilities. Agencies work together through the designated members of the Unified Command to establish their designated ICs at a single ICP. Under Unified Command, entities develop a common set of objectives and strategies which provides the basis for a single Incident Action Plan.

4.1 Authority to Initiate Action

The Chairperson of the Chatham County Commission is responsible for declaring a local state of emergency, based on the recommendation from the CPG and the CEMA Director. Declaration of a local state of emergency automatically implements the EOP.

4.1.1 Command Policy Group

In a large disaster that involves multiple agencies and complex issues, the CEMA Director may convene a CPG meeting to deliberate and advise on policy issues that arise during the event, address legal issues and resolve conflicting policies, procedures and authorities among involved jurisdictions and agencies. The CPG **does not** employ command authority or make tactical decisions regarding field level operations.

4.1.2 Activation of the EOP

The authority to activate the EOP is not limited to any one County leadership position, but may vary depending on an incident and authority over the incident. Therefore, the decision to implement the EOP may be made by any of the indicated positions, or their authorized designee:

- County Manager



- Assistant County Manager
- CEMA Director

Implementation of the EOP is scalable and is dependent upon variable disaster conditions, phase of operations and resource coordination needs. The level of activation of County resource through ESFs and the staffing levels of the EOC are also flexible.

Additional EOP implementation circumstances include:

- When the Governor has declared a State of Emergency affecting Chatham County or a local jurisdiction.
- A Presidential declaration of a National Emergency.

4.2 Coordination with Other Levels of Government

Chatham County has identified the jurisdictions, private non-profit (PNP) organizations, and volunteer agencies within the geographical boundaries of the county that may have an emergency response role during an emergency or disaster. Their emergency roles have been identified and provisions for coordination with each of them made. CEMA will also work with GEMA/HS to ensure they are integrated into coordination of emergency operations as appropriate.

4.3 Coordination with Non-Profit and Volunteer Organizations

CEMA recognizes the valuable assistance and resources provided by NGO organizations and the importance of organizations that perform voluntary services in the community. As a result, CEMA continues to cultivate relationships with PNP organizations and has established an extensive trained volunteer base to support emergency response operations within Chatham County. The EOC will generally be a focal point for coordination of response activities with many PNP and volunteer groups.

During an emergency, the EOC may establish communication with PNP agencies and volunteer groups through an agency representative, volunteer coordinator, or other authorized personnel. Coordination, activation, and deployment of these members may be incident driven and will follow the appropriate organization response guidelines that have been established for the specific PNP organization or volunteer group.



4.4 Assistance

If the jurisdiction's own resources are insufficient or inappropriate to respond to the emergency situation, a request may be made for assistance from other jurisdictions, the State, or Federal government. Resource Requests should be submitted via WebEOC to ensure proper resource tracking and demobilization procedures.

5.0 Information Collection and Dissemination

A primary objective of the EOC is the timely gathering of accurate, accessible, and consistent information during an emergency and sharing vetted intelligence to ensure coordinated timely emergency response and continuity of government. WebEOC status boards and other technologies for tracking emergency activities will be utilized. All EOC sections should maintain and display current status information so that other sections can quickly comprehend what actions have been taken, what resources are available, and to track damage status across the county. Situation reports develop a common operating picture and will be used to inform the operational objectives, priorities and strategies.

To ensure effective intelligence flow, emergency response agencies at all levels must establish communications systems and protocols to organize, integrate, and coordinate intelligence among the responding agencies. Disaster information managed by the Chatham County EOC is coordinated through agency representatives located in the EOC. These representatives collect information from and disseminate information to counterparts in the field.

The flow of situation reports among the levels of government should occur as follows:

- Field level reports disseminated to the EOC
- The EOC provides a county situation report to GEMA/HS based on field reports, EOC activities and intelligence

5.1 WebEOC

Chatham County uses WebEOC as its primary tool for internal communications and situational awareness during disasters. WebEOC is an online information management and communication tool that allows authorized users to view and update current incident information and request assistance.

- The Planning Section of the EOC posts all reports to WebEOC, as well as maintain critical status boards.



- All resource requests should be submitted in WebEOC to allow for thorough equipment tracking. Resources requests are submitted to the EOC and then assigned to the appropriate ESF, or sent to GEMA/HS if the request cannot be fulfilled locally.

5.2 Essential Elements of Information (EEI)

Persons staffing the EOC should utilize position specific job aids to encourage a proactive response effort. EEI's are listed in each job aid to assist with developing a common operating picture and identify possible future issues. EEI information can also be used to populate information in the Situational Awareness Tool (WebEOC Board) to develop a common operating picture.

6.0 Communications

Per NIMS, public information is coordinated and integrated across jurisdictions and functional agencies; among Federal, State and local agencies; and with private-sector entities and nongovernmental organizations. In order to effectively ensure timely and accurate public information and alert and warning messages are disseminated systems, structures, plans, policies, and equipment must be developed and identified to accomplish these tasks.

6.1 Joint Information System

The Joint Information System (JIS) provides the mechanism to organize, integrate, and coordinate information to ensure timely, accurate, accessible, and consistent messaging across multiple jurisdictions and/or disciplines with nongovernmental organizations and the private sector. It includes the plans, protocols, procedures, and structures used to provide public information.

The JIS structure is used for ensuring that:

- Public Information Officer (PIO) functions are coordinated and integrated.
- A structure and system for developing and delivering coordinated interagency messages is provided.
- Public information plans and strategies on behalf of the incident management leadership can be developed, recommended, and executed.
- Leadership is effectively advised on public affairs issues that could affect a response effort, rumors and inaccurate information that could undermine public confidence are controlled and managed.



Local PIOs and established Joint Information Centers (JICs) are critical supporting elements of the JIS. A robust and competent JIS is integral to an effective and comprehensive incident management capability.

6.2 Joint Information Center

The Joint Information Center is:

- A central location that facilitates operation of the Joint Information System.
- A location where personnel with public information responsibilities perform critical emergency information functions, crisis communications, and public affairs functions.

6.3 Public Alerting and Notifications

During an emergency, ESF-15 is responsible for the dissemination of information to the public. PIOs disseminate emergency instructions and critical information to affected audiences—including governments, media, and the public—to provide messages that are accessible to all sectors of the community. Several county departments, as well as, PIOs from municipalities, PNP organizations, and private companies share in the responsibility for disseminating complete, coordinated, and correct information to the public.

6.4 EOC Communication Systems

The Chatham County EOC is equipped with multiple redundant communication methods allowing the sharing of situational awareness, resource status, raw intelligence and data, and alert and warning. The communication capabilities are routinely reviewed and updated as technology advances. Current communication resources in the EOC include, but are not limited to:

- WebEOC
- Land-line based phones
- Cell phones
- Satellite phones
- Radio systems
- Internet enabled computers
- Emergency Alert System
- Fax machines



7.0 Administration, Finance, and Logistics

7.1 Documentation

Documentation is an administrative process used by a jurisdiction to document the response to and recovery from a disaster.

- Individual agencies are responsible for compiling and maintaining their own documentation through their own internal SOP's.
- Information may be compiled in WebEOC during events that require multiple agencies over several operational periods.

7.2 Finance

Each individual department/agency shall document the costs incurred during response and recovery operations (e.g., personnel overtime, equipment used/expended, contracts initiated) in accordance to their own internal SOP's.

7.3 Logistics

When local resources are exhausted and additional resources are required, resource requests will follow an established process for ordering, tracking, mobilizing, and demobilizing (WebEOC if available). Resource requests originate from municipalities, sent to the EOC, then to GEMA/HS if the resource cannot be acquired via the county EOC.

Maintenance of resources is important throughout all aspects of resource management. Maintenance prior to deployment ensures their availability and capability. Maintenance during the deployment phase ensures continued capabilities (e.g., ensuring adequate fuel supplies during use). Post-operational inspection and maintenance ensures future availability.

8.0 Plan Development and Maintenance

CEMA is the executive agent for EOP management and maintenance. The EOP will be updated periodically as required to incorporate new directives and changes based on lessons learned from exercises and actual events. This section establishes procedures for interim changes and full updates of the EOP.

The EOP is developed with input from municipalities, local, state and non-governmental agencies.



8.1 Review and Updates

Changes include additions of new or supplementary material and deletions. No proposed change should contradict or override authorities or other plans contained in statute, order, or regulation.

8.1.1 Coordination and Approval

Any department or agency with assigned responsibilities under the EOP may propose a change to the plan. Chatham County Emergency Management Agency is responsible for coordinating all proposed modifications to the EOP with primary and support agencies and other stakeholders, as required. Chatham County Emergency Management Agency will coordinate review and approval for proposed modifications as required.

8.1.2 Notice of Change

After coordination has been accomplished, including receipt of the necessary signed approval supporting the final change language, Chatham County Emergency Management Agency will issue an official Notice of Change. The notice will specify the date, number, subject, purpose, background, and action required, and provide the change language on one or more numbered and dated insert pages that will replace the modified pages in the EOP in addition to manually logged record of changes on the form at the beginning of this plan titled: Record of Revisions. Once published, the modifications will be considered part of the EOP for operational purposes pending a formal revision and redistribution of the entire document.

8.1.3 Distribution

The primary distribution method of the Basic Plan and Annexes will be electronic. The EOP, ESF Annexes and other Support and Incident Annexes or guides deemed by the CEMA Director to be free of sensitive or confidential information may be publicly available online.

8.1.4 Redistribution of the EOP

Working toward continuous improvement, Chatham County Emergency Management Agency is responsible for an annual review and updates of the EOP and a complete revision every five years, or more frequently if the County Commission or the Georgia Emergency Management Agency deems necessary. The review and update will consider lessons learned and best practices identified during exercises and responses to actual events, and incorporate new information technologies. Chatham County Emergency Management Agency will distribute revised EOP documents for the purpose of interagency review and concurrence.



9.0 Authorities and References

9.1 Legal Authorities

9.1.1 Federal

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L.93-288, as amended)
- The Disaster Mitigation Act of 2000 (P.L. 106-390)
- The Sandy Recovery Improvement Act of 2013 (P.L. 113-2) (SRIA)
- The Post Katrina Emergency Management Reform Act of 2006 (P.L.109-295)
- Presidential Decision Directive - 63, United States Policy on Protecting America's Critical Infrastructure
- Homeland Security Presidential Directive – 5 – National Incident Management System (NIMS), December 2008.
- Homeland Security Presidential Directive – 8 – National Preparedness
- Presidential Policy Directive/PPD-8: National Preparedness

9.1.2 State

- Georgia Emergency Management Act of 1981. As Amended, December 1992

9.1.3 Local

- The Code of Chatham County, 2012. Chapter 4, Administration, Article III, Emergency Management

9.2 References

9.2.1 Federal

- Comprehensive Preparedness Guide (CPG) 101, Version 2.0. Developing and Maintaining Emergency Operations Plans, Nov. 2010
- Homeland Security Exercise and Evaluation Program (HSEEP), February 2007.
- National Prevention Framework, May 2013



- National Protection Framework, July 2014
- National Recovery Framework, September 2011
- National Response Framework, May 2013
- Framework for Improving Critical Infrastructure Cybersecurity, National Institute of Standards and Technology (NIST) 2014
- National Mitigation Framework, May 2013
- National Preparedness Goal (NPG), September 2011

9.2.2 State

- Georgia Disaster Recovery and Redevelopment Plan (GDRRP)
- Georgia Emergency Operations Plan (GEOP)

9.2.3 Local

- Chatham County Emergency Operations Plan
- Chatham County Hazard Mitigation Plan
- Chatham County Disaster Recovery Plan
- Chatham Emergency Management Agency Strategic Plan
- Chatham County Continuity of Operations Plan
- Chatham County Continuity of Government Plan



TAB A: ACRONYMS

ACRONYMS

BSRS	Building Safety & Regulatory Services	IA	Individual Assistance
CEMA	Chatham Emergency Management Agency	ICS	Incident Command System
CEO	Chief Elected Official	JIC	Joint Information Center
COG	Continuity of Government	JIS	Joint Information Systems
COOP	Continuity of Operations	MPC	Metropolitan Planning Commission
CPG	Command Policy Group	NGO	Non-governmental Organization
DFCS	Department of Family and Children's Services	NIMS	National Incident Management System
DRP	Disaster Recovery Plan	NRF	National Response Framework
EEI	Essential Elements of Information	OSRM	Occupational Safety & Risk Management
EOC	Emergency Operations Center	PA	Public Assistance
EOP	Emergency Operations Plan	PIO	Public Information Officer
ESF	Emergency Support Function	PNP	Private Non-Profit
FEMA	Federal Emergency Management Agency	RSF	Recovery Support Function
GEMA/HS	Georgia Emergency Management Agency/Homeland Security	SEDA	Savannah Economic Development Authority
		SOP	Standard Operating Procedures



TAB B: PLANNING OVERVIEW

This tab describes all current plans as of resolution of the EOP. Plans may be reviewed, updated, developed or consolidated as needed. The EOP serves as a Base Plan with ESF Annexes, SOG's, Incident Annexes and Support Annexes underneath the overall umbrella of the EOP.

The Disaster Recovery Plan is a separate "umbrella plan" that provides the overarching framework for recovery, with RSF Annexes and other SOG's or Annexes as required.

CEMA Plan Library—Overview

See CEMA Plan Library Index for descriptions of each plan

Chatham Emergency Operations Plan (EOP)

Base Plan

Emergency Support Function Annexes

- ESF-1: Transportation
 - SOG 1-3 EAA Operations
 - SOG 1-4 Host County
 - SOG 1-6 Returnee Reception Center
- ESF-2: Communications
 - SOG 2-1 Interoperable Communications
- ESF-3: Public Works
 - App 3-1 Debris Management
- ESF-4: Firefighting
- ESF-5: Planning / Emergency Management
- ESF-6: Mass Care, Housing, and Human Services
 - SOG 6-1 General Pop. Shelter
 - SOG 6-2 Critical Workforce Sheltering
 - SOG 6-3 Mass Feeding Coordination
- ESF-7: Resource Support
 - SOG 7-1 Base/Camp Coordination
 - SOG 7-3 Logistics Support Area
 - SOG 7-4 Points of Distributions
 - SOG 7-6 Emergency Fuel Management
 - SOG 7-7 Resource Management
- ESF-8: Public Health & Medical Support
 - SOG 8-1 Hurricane Registry Evacuation
 - SOG 8-2 Disaster Health & Medical Services
- ESF-9: Search and Rescue
 - SOG 9-1 Search and Rescue Coordination
 - SOG 9-2 Volunteer SAR Team

Emergency Support Function Annexes (con't)

- ESF-10: Hazardous Materials
 - App 10-1 Hazmat Emergency Response
- ESF-11: Agriculture / Food & Water
- ESF-12: Energy
- ESF-13: Public Safety and Security Services
- ESF-14: Private Sector
- SOG 14-1 Private Sector Coordination
- ESF-15: External Affairs
 - SOG 15-1 Joint Information System
 - SOG 15-2 Joint Information Center Mgmt.
 - SOG 15-3 Disaster Awareness Preparedness
 - SOG 15-4 Virtual Operations Support Team
- ESF-16: Community Alerting
 - SOG 16-1 Emergency Service Alerts
- ESF-17: Damage Assessment
 - SOG 17-1 Damage Assessment (PA)
 - SOG 17-2 Damage Assessment (IA)
- ESF-18: Animal Services
- ESF-19: Cultural and Historical

Other

Strategic Plan	Administrative Plan
Protection Plan	Prevention Plan
COG	COOP
Hazard Mitigation Plan	

Incident Annexes

- IA-A Hurricane Incident Management
- IA-B Bridge Disruption
- IA-C Family Assistance Center
- IA-D Cyber Incident Response
- IA-H Mass Casualty Incident Management
- IA-I Flood Response Plan
- IA-J Mass Fatality Incident Management
- IA-L Comfort Station Management

Disaster Recovery Plan

- Disaster Recovery Base Plan*
- RSF-1: Disaster Recovery Redevelopment
 - Assistance Coordination and Planning
- RSF-2: Economic Development
- RSF-3: Health and Social Services
- RSF-4: Community, Development, Planning and Housing
- RSF-5: Infrastructure Systems
- RSF-6: Natural and Cultural Resources
- RSF-7: Chatham Community Organizations

Active in Disasters

- SOG RSF-7-1: Donations Management
- SOG RSF-7-2: Volunteer Reception Center

Support Annexes

- SA-E Training and Exercise
- SA-F EOC Staff Manual

January 2020

RESOLUTION

A RESOLUTION OF THE CITY OF GARDEN CITY, GEORGIA, TO AUTHORIZE THE EXECUTION OF THE CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS AGREEMENT; TO AUTHORIZE THE ACCEPTANCE OF GRANT PAYMENTS, INCLUDING ALL UNDERSTANDINGS AND ASSURANCES CONTAINED WITHIN SUCH AGREEMENT; TO DIRECT AND AUTHORIZE THE PERSON IDENTIFIED AS THE OFFICIAL REPRESENTATIVE OF THE CITY, OR THE DESIGNEE OF THE CITY TO ACT IN CONNECTION WITH THE GRANT APPLICATION; AND TO PROVIDE SUCH ADDITIONAL INFORMATION AS MAY BE REQUIRED.

WHEREAS, in an effort to mitigate the effects of COVID-19, the United States government has made available grant funding through the Coronavirus Relief Fund (CRF) to the State of Georgia, which was established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act);

WHEREAS, Governor Brian P. Kemp has authorized the sharing of CRF allocations and disbursements in a phased, measure approach with local governments across the State of Georgia;

WHEREAS, Governor Kemp has acknowledged the critical need that such CRF funding be released to local governments experiencing immediate need as quickly as possible and has directed the Governor's Office of Planning and Budget (OPB) to coordinate with local governments to achieve allocation and disbursement of such CRF funding;

WHEREAS, OPB has created and will administer a grant management system, GeorgiaCARES, which local governments, including the City shall utilize in order to received allocations and disbursements of CRF funding; and,

WHEREAS, the OPB and the State of Georgia, require formal, official action of the City governing authority to that the CRF funding may be disbursed to the City.

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

Section 1. Execution of Coronavirus Relief Fund (CRF) Terms and Conditions. The Mayor and Council hereby authorize the execution, delivery, and performance of the Coronavirus Relief Fund (CRF) Terms and Conditions (Agreement) in substantially the form attached hereto as a composite Exhibit A and the acceptance of payments, including all understandings and assurances contained herein.

Section 2. Other Actions Authorized. The City hereby directs and authorizes the Mayor of the City of Garden City or the designee of the Mayor to act in connection with the Grant application and to provide such additional information as may be required by OPB, federal, or state government.

Section 3. City Attorney. The City, by and through its governing authority, hereby acknowledges that it has had its legal counsel review the Agreement and that the members of the governing authority itself have reviewed the Agreement and further acknowledge that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

Section 4. Repealer. All motions, orders, ordinances, bylaws, resolutions, and parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any motion, order, ordinance, bylaw, resolution, or part thereof.

Section 5. Effective Date; Severability. This resolution shall become effective immediately, and should the Agreement have been executed by the Mayor or designee before the effective date of this resolution, then this resolution shall stand as an official act of the governing authority of the City approving of such execution of the Agreement. If any section, paragraph, clause, or provision hereof be held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect the remaining provisions hereof.

PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE this _____ day of August, 2020.

Rhonda Ferrell-Bowles, Clerk of Council

RECEIVED AND APPROVED this _____ day of August, 2020.

Don Bethune, Mayor

EXHIBIT A

CORONAVIRUS RELIEF FUND (CRF)
TERMS AND CONDITIONS

About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the State in the form of a grant to Grantee, a local unit of government, from the Coronavirus Relief Fund (CRF) established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within the grant management system administered by the Governor’s Office of Planning and Budget (“OPB”), GeorgiaCARES, to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“CARES Act”** means the federal Coronavirus Aid, Relief, and Economic Security Act of 2020.
2. **“Coronavirus Relief Fund”** or **“CRF”** means the fund established within Section 601 of the Social Security Act, as added by Section 5001 of the CARES Act.
3. **“GeorgiaCARES”** means the grant management system administered by OPB to facilitate distribution of Coronavirus Relief Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant to the Grantee from the Coronavirus Relief Fund.
5. **“Grant Agreement”** or **“Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the Coronavirus Relief Fund Terms and Conditions and its incorporated documents.
6. **“Grantee”** means the undersigned local unit of government.
7. **“OPB”** means the Governor’s Office of Planning and Budget.
8. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
9. **“State”** means the State of Georgia.

2. General Requirements and Conditions

1.2 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation and provision of additional information, return of Grant funds, audit rights, records retention, public information and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.3 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. As required by law, a resolution, motion or similar action has been or will be duly adopted or passed as an official act of the Grantee's governing body, authorizing the execution of this Grant Agreement and the acceptance of payments, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the Grantee organization to act in connection with the Grant application and to provide such additional information as may be required.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

1.4 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB.

1.5 Performance Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The performance period for this Grant is from acceptance of this Grant Agreement to the liquidation date or December 30, 2020, whichever is earlier. All expenditures must be incurred and all services must be received within the performance period. The state will not be obligated to reimburse expenses incurred after the performance period and the Grantee shall return to OPB all funds received and not expended by the Grantee and approved by OPB on or before the performance period end date. A cost is incurred when the responsible unit of government has expended funds to cover the cost. The liquidation date for the Grant is predetermined by the State, see Section 6.7 for details.

1.6 General Responsibility

Per the CARES Act, CRF Grant funds may only be used to cover expenses that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 for the State or Grantee; and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of

Grant funds. The Grantee certifies compliance with this additional guidance by executing this Grant Agreement. Further explanation and examples can be found on Treasury's website at the following link: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. Recipients of CRF Grant funds must also adhere to any applicable state statutes, rules, or regulations as applicable in the expenditure of these funds. In the event that one or more provisions of said applicable state statutes, rules, or regulations shall conflict with the applicable federal laws, rules, or regulations, the federal law, rule, or regulation shall control, however, in the event that the state statute, rule, or regulation is more restrictive it shall control.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement, including the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit C, which is attached hereto and incorporated for all purposes.

The Grantee is responsible for the integrity of the fiscal and programmatic management of the Grant project; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will maintain an appropriate Grant administration system to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for revenues, expenditures, assets and liabilities. This system shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations, including the reporting requirements outlined at <https://home.treasury.gov/system/files/136/IG-Coronavirus-Relief-Fund-Recipient-Reporting-Record-Keeping-Requirements.pdf>.

1.7 Amendments and Changes to the Grant Agreement

The state may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant project, adding funds to previously un-awarded cost items or categories, changing funds in any awarded cost items or category, de-obligating awarded funds or changing Grant officials. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to period of performance or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaCARES.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for initial payment and reimbursement as provided in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaCARES. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and

shall become a part hereof as of the effective date of the rule, regulation or law.

1.8 Jurisdictional Cooperation

If the Grantee is a municipality, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to the county within which it exists or if Grantee is a county, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to a municipality within its geographical boundaries for eligible expenses. This may be accomplished in one of the following two ways:

1. By a Grant amendment, made by the state as described in Section 1.7, whereby funds are de-obligated from the Grantee and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award; or
2. Upon written approval from the State and documentation of such approval in GeorgiaCARES, the Grantee may use funds pursuant to this Grant Agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the Coronavirus Disease 2019 (COVID-19) public health emergency. The Grantee is responsible for ensuring subcontractor eligibility, ensuring expenditures are appropriate, reporting expenditures in GeorgiaCARES and maintaining all required documentation.

1.9 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

1.10 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a notice of award, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Imposing sanctions;
2. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring its jurisdiction into compliance with the terms of this Grant Agreement.

If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund payments or reimbursements in a manner and timeframe as determined by OPB;

3. Requiring the Grantee to return or offset previous payments or reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous payments or reimbursements were made for allowable costs;
4. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
5. Disallowing claims for reimbursement;
6. Wholly or partially suspending or terminating the Grant;
7. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved;
8. Reducing the Grant award maximum liability of the state; or
9. Taking other remedies or appropriate actions.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

The State, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

1.11 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently

determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

1.12 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A, 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

1.13 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

1.14 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the disbursed Grant funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination, and any allowable costs determined by the State in its sole discretion to be reasonable and necessary to cost-effectively wind down the Grant. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.15 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State may have by

operation of law.

1.16 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.17 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

1.18 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

1.19 System for Award Management (SAM) Requirements

The Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with 2 C.F.R. § 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986)

and Exec. Order 12689, 3 C.F.R. 235 (1989) that requires “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224, 3 C.F.R. § 2001 Comp. p. 49077.

1.20 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.21 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee: Garden City city

Street Address

100 CENTRAL BLVD

City

State

Zipcode

GARDEN CITY

Georgia

31405

If to OPB: Governor’s Office of Planning and Budget

2 Capitol Square SW

Atlanta, Georgia 30334

cares@opb.georgia.gov

1.22 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages

caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

To the extent that the (1) Georgia State of Emergency relating to unlawful assemblage and violence, and (2) the Georgia Public Health States of Emergency relating to COVID-19, become more severe and lead to the impossibility to perform any obligation under this Grant Agreement, then riots and pandemic may be asserted as force majeure events.

1.23 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

2.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled “Verification of Lawful Presence Within United States” and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled “Security and Immigration Compliance.” This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

2.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

2.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*

2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

2.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

2.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantee is subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

2.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

2.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the expenditure of Grant funds in GeorgiaCARES. Financial documentation to support payment(s) shall be submitted in GeorgiaCARES no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement. Financial documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date, as provided in Section 6.7, or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

4. Property and Procurement Requirements

3.1 Property Management and Inventory

The Grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by the State. The Grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under the grant.

The Grantee must account for any real and personal property acquired with grant funds or received from the federal government in accordance with 2 C.F.R. § 200.310 through 200.316 and 200.329. This documentation must be maintained by the Grantee, according to the requirements listed herein, and provided to the State upon request, if applicable.

When original or replacement equipment acquired under this award by the Grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or the State, the Grantee must make proper disposition of the equipment pursuant to 2 C.F.R. § 200.

The Grantee will maintain specified equipment management and inventory procedures for equipment, including replacement equipment, whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures

include, but are not limited to:

1. The Grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and accepted documentation and shall be available to the State at all times upon request.
2. The Grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
3. The Grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

3.2 Procurement Practices and Policies

The Grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations.

In the event that the Grantee uses subcontractors or contractors, the Grantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable federal and state laws.

3.3 Contract Provisions Under Federal Awards

All contracts made by the Grantee under a federal award must contain the provisions outlined in 2 C.F.R. § 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and 79 F.R. 75871 “Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.”

5. Audit and Records Requirements

4.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs and performances related to this Grant Agreement.

4.2 Single Audit Requirements

Grantees that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

4.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this grant agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant funds being withheld, other related requirements being imposed or other sanctions and penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

4.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from the state under this grant agreement. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this grant agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this grant agreement pursuant to 2 C.F.R. § 200.333 and state law. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the

completion of this project's public objective; submission of the final expenditure report; or any litigation, dispute or audit. Records related to real property and equipment acquired with grant funds must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

5.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department²:

1. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 4.1 all records and expenditures are subject to review.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

5.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying

² See <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer of employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient.

7. Financial Requirements

6.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the CARES Act, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are residentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 6.6.

Part One: Once a Grantee executes this Grant Agreement, the Grantee will be eligible to immediately request 30% of the total amount initially available to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. Grantee must submit documentation to OPB through the GeorgiaCARES portal to support the drawdown of the advance amount provided in Section 7 of this Grant Agreement. All documentation for Part One expenditures must be submitted to OPB as soon as practical and without unreasonable delay, but in no case later than the grant liquidation date of September, 1, 2020 as provided by Section 6.7 of this Agreement.

Part Two: After a Grantee has submitted all Part One documentation in GeorgiaCARES and such

documentation has been approved and accepted, the Grantee will be authorized to submit requests for reimbursement against the remaining 70% of the allocation available, up to the total amount provided by Section 8 of the Grant Agreement, to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaCARES prior to reimbursement, no request for reimbursement shall be accepted later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

The State may provide additional funds to Grantee beyond the total amount initially available to Grantee in Part One and Part Two above. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If sufficient progress is not made towards expenditure of advanced funds and/or the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

6.2 Interest Bearing Accounts

The Treasury guidance referenced in Section 1.6 states the following:

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

The Grantee shall record any and all interest accrued on Grant funds while Grantee is holding said Grant funds and shall report any such interest to OPB. The Grantee shall either provide documentation showing that said interest was used for allowable costs or remit all unused interest to OPB no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

6.3 Reporting

The Grantee must provide adequate support for the expenditure of grant funds in GeorgiaCARES. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support Part One payment(s) must be submitted in GeorgiaCARES on a monthly basis, no later than 15 days after the end of each month but can be submitted more often. Financial

documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB and cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

6.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to the commencement or after the termination of this Grant Agreement. The Grantee will pay contractors, vendors, suppliers, etc.

6.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: Coronavirus Relief Fund Payments.

6.6 Recapture of Funds

The discretionary right of the State to terminate under Section 1.14 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

6.7 Liquidation Period

The grant liquidation dates are as follows:

1. The grant liquidation date for the advanced 30% of the allocation is September 1, 2020.
2. The grant liquidation date for the remaining 70% reimbursable portion is September 1, 2020.

6.8 Project Close Out

The State will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

The Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Jurisdiction: Garden City city

Advance Amount: \$136,831.62

Total Amount: \$456,105.39

9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaCARES on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaCARES is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

Name: Charles Robider
Title: City Marshal
Email: Srobider@gardencity-ga.gov
Phone Number: 9122100862

2. Authorized User Two (Optional)

Name: Ron Feldner
Title: City Manager
Email: Rfeldner@gardencity-ga.gov
Phone Number: 912-966-7777

[EXHIBITS AND SIGNATURE PAGE FOLLOW]

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments from the State of Georgia for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020), and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project(s) contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction subagreements.
7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or

whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. 902 (1966-1970); (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. 117 (1977); (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of

1973, as amended (P.L. 93-205).

16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 , "Audits of States, Local Governments, and Non-Profit Organizations."
23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and
Drug-Free Workplace Requirements

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Exec. Order 12549, 3 C.F.R. 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

A. The Grantee certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

- A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
 - (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the Statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

EXHIBIT C
Cares Act Coronavirus Relief Fund Eligibility Certification

I, Don Bethune
Garden City, Georgia

(Print Name), am the Mayor (Title) of
("Municipality") and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.
3. I acknowledge that pursuant to Section 4.4 of this Agreement, County/Municipality must keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with Section 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the Governor's Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.
5. I acknowledge that County/Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County/Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County/Municipality's proposed uses of the funds provided as grant payments from the State by federal appropriation under Section 601 of the Social Security Act will be used only to cover those costs that:
 - a. Are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 14, 2020, as amended, with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
 - c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

9. I acknowledge that ~~County~~ Municipality is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

By: Don Bethune
(Authorized Representative of Grantee)

Signature: _____

Title: Mayor

Date: _____

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

Exhibit A – Grantee Assurances

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

Exhibit C – CARES Act Coronavirus Relief Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By: Don Bethune
(Authorized Representative of Grantee)

Signature: _____

Title: Mayor

Date: _____

By: Ron Feldner
(Authorized Representative of Grantee)

Signature: _____

Title: City Manager

Date: _____

By: Charles Robider
(Authorized Representative of Grantee)

Signature: _____

Title: City Marshall

Date: _____

SIGNATURE PAGE

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE PURSUANT TO WHICH THE CITY SHALL RENT CERTAIN PROPERTY LOCATED AT 4115 SECOND STREET IN GARDEN CITY, GEORGIA, FOR THE PURPOSE OF MAINTAINING AND MANAGING A COMMUNITY GARDEN THEREON; AND FOR OTHER PURPOSES.

WHEREAS, the City is desirous of entering into that certain Vacant Land Lease Agreement (the “Lease) with Rose B. Walker for certain vacant property owned by Ms. Walker at 4115 Second Street in Garden City, Georgia (the “Property”), to be used during a four-year lease term for the operation of a community garden to be managed and maintained by community gardeners and the City to produce crops, flowers, or plants for private use, consumption, or donation, pursuant to that certain Community Garden Policy and User Agreement which is attached to the Lease and incorporated therein, a copy of said Lease being attached hereto as Exhibit “A”; and,

WHEREAS, Ms. Walker has agreed under the Lease to charge the City nominal rent and to allow the City to terminate the Lease at any time for any reason with thirty (30) days’ prior written notice, in return for the City’s agreement to use her property as a starting point for the establishment of community gardens in the City and the City’s agreement to provide the Property with a public water source sufficient to support the cultivation practices to be used on the Property; and,

WHEREAS, the City recognizes community gardens as valuable recreational and educational activities that can contribute to health, community development, environmental awareness, positive social interaction, and community education, and seeks to support

STATE OF GEORGIA

COUNTY OF CHATHAM

VACANT LAND LEASE AGREEMENT

THIS VACANT LAND LEASE AGREEMENT ("Lease") is made and entered into as of the _____ day of _____, 2020, by and between **ROSE B. WALKER** of Chatham County, Georgia, whose mailing address is 4126 4th Street, Garden City, Georgia 31408 (hereinafter referred to as "Landlord"), and **GARDEN CITY, GEORGIA**, a municipal corporation chartered under the laws of the State of Georgia, whose mailing address is 100 Central Avenue, Garden City, Georgia 31405 (hereinafter referred to as "Tenant").

In consideration of the mutual covenants contained herein, Landlord and Tenant, intending to be legally bound, agree as follows:

1. Description of Premises. Landlord does hereby lease, demise, and let unto Tenant, and Tenant does hereby rent, lease, hire, and take from Landlord that certain real property in Garden City, Chatham County, Georgia, more particularly described as follows (the "Premises"):

All those certain lots, tracts or parcels of land situate, lying, and being in Garden City, Chatham County, Georgia, known as Lot 13 and Lot 15, Block H. Rossignol Hill Subdivision, Dundee Ward, assigned a tax parcel identification number of 6-0016-04-018 by the Board of Assessors for Chatham County, Georgia. Said property is more commonly known as 4115 2nd Street, Garden City, Georgia, and is a portion of the property conveyed to Rose B. Walker by Aron G. Weiner, as Administrator CTA of the Estate of Marion A. Wilson, by an Assent to Devise dated December 7, 2011, filed for record and recorded on December 12, 2011, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 374-A, Page 734.

2. Term. The term ("Term") of this Lease, as that designation is used herein, is from the day of 1st day of August, 2020 (the "Commencement Date"), until midnight on the 31st day of December, 2024 (the "Expiration Date"). The Lease may be renewed upon mutual agreement of the parties.

3. Rent. The Tenant shall pay to Landlord rent for the Term of one dollar (\$1.00), payable on the date of the execution of this Lease. In further consideration for this Lease, Tenant agrees to use the Premises for a community garden as described in paragraph 4 of this Lease and, in so doing, agrees to have the Premises served by public water sufficient to support the cultivation practices used on the site.

4. Use of Premises. Tenant may use the Premises only for the operation of a community garden to be managed and maintained by community gardeners and the City to produce crops, flowers, or plants for private use, consumption, or donation. Tenant shall use and occupy the Premises in a careful, safe, and proper manner and shall keep the same in a clean and safe condition and in accordance with

ordinances, and governmental rules and regulations. Tenant agrees that it will not permit or suffer any use or occupancy of the Premises, or any part thereof, which is contrary to any applicable law, ordinance, rule, regulation, requirement or order of any governmental or judicial authority. Tenant shall not use or occupy, or permit or suffer the Premises to be used or occupied, and shall not do, or permit to be done, anything in or about the Premises, or any part thereof, that will cause damage to the Premises, or any part thereof, or that will constitute a public or private nuisance or waste.

5. Loss of and Damage to Tenant's Property. Tenant understands and agrees that any loss by theft or otherwise of, or damage to, Tenant's property located in, on, or about the Premises shall be at the risk of Tenant only, except when such loss or damage is caused, either directly or indirectly, by the negligence or intentional act of Landlord or its agents, servants, or employees.

6. Alterations. Except as Landlord authorizes in writing, Tenant shall not make any alterations or improvements of any other kind, nature or description in, on or to the Premises. Notwithstanding the foregoing, Landlord hereby specifically authorizes Tenant to stake out plots for planting by the gardeners, and to erect, repair maintain, or replace, community garden property improvements such as storage sheds, compost or waste bins, greenhouses, water collection systems, benches, bike racks, picnic tables, seasonal farm stands, fences, garden art, rain barrel systems, and any other improvements Tenant deems necessary in connection with the use permitted hereunder (collectively, the "Improvements"). Tenant shall at all times be the owner of the Improvements during the Term, regardless of whether they have been affixed to the Premises, and may remove such Improvements at the conclusion of the Term. If Tenant elects not to remove all or any portion of the Improvements prior to the conclusion of the Term, then any Improvements remaining on the Property after such date shall become the property of Landlord.

7. Maintenance and Repair. Tenant shall at all times keep the Premises in good order and condition. Tenant shall be responsible for the regular removal of all garbage, trash, and other refuse from the Premises and for maintenance and upkeep of the grounds constituting the Premises. Tenant shall also provide for off-site drainage to control water and fertilizer from draining onto adjacent properties. Tenant covenants and agrees not to burn trash or garbage in, on, or about the Premises. If Tenant refuses or neglects to perform its obligations of repair and maintenance as required hereunder to the reasonable satisfaction of Landlord, Landlord may (but shall not be obligated to) either (a) make such repairs or undertake such maintenance, and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs or undertaking such maintenance (including labor and materials), upon presentation of the bill therefor as additional rent, or (b) declare Tenant in default pursuant to the provisions of paragraph 17 below.

8. Assignment and Subletting. Tenant shall not mortgage or encumber its leasehold interest, nor sublet all or any part of the Premises or assign Tenant's interest in this Lease without the prior written consent of Landlord (except to community gardeners with whom Tenant shall enter Gardener Agreements similar in form to the agreement set forth on the attached Exhibit "A"), provided that, in the event of any assignment of this Lease or subletting of the Premises with the prior written consent of Landlord, such permitted assignee or sublessee shall assume, in writing, in form and content acceptable to Landlord, all of the obligations, promises and covenants imposed upon Tenant hereunder and Tenant shall remain fully responsible and liable for the performance of all obligations, promises and covenants imposed upon Tenant hereunder.

9. Landlord's Right to Enter the Premises. Upon Landlord's reasonable prior notice to Tenant, Tenant shall permit Landlord, and any agents, employees, or independent contractors of Landlord to have access to and to enter upon the Premises at all reasonable or necessary times to inspect the Premises. Such right of entry, except in cases of emergency, shall at all times, be upon reasonable prior notice to Tenant.

10. Payment of Utility Charges. All applications and connections for necessary utility services on and to the Premises shall be made in the name of Tenant. Tenant shall pay all charges for utility services furnished to the Premises during the term of this Lease.

11. Termination. Tenant may, at any point during the Term, for any or no reason whatsoever, terminate this Lease by providing at least 30 days' prior written notice to Landlord of such termination. Upon receipt of such notice, Landlord waives the right to seek from Tenant any damages, and the Lease shall be terminated as of the effective date given Tenant's notice.

12. Holding Over. Any holding over after the expiration of the Term with the consent of Landlord shall be construed to be a month-to-month tenancy and shall be subject to the terms of this Lease.

13. Recording. Neither Landlord nor Tenant shall record this Lease without the prior written consent of the other party. Each party hereto agrees that, upon the request of, and at the expense of, the requesting party, the other party will execute a short form or memorandum of lease in recordable form.

14. Liability; Insurance. Each party to this Lease agrees to be fully responsible for, and assumes any and all risks related to, its acts or omissions, or its employees' and agents' acts or omissions when acting within the scope of their employment or agency, and agrees to be liable for any property damage or personal injury or death resulting from said acts or omissions. Nothing contained herein, including the foregoing, shall be construed or interpreted as (a) denying to either party any remedy or defense available to such party under the laws of the State of Georgia; (b) the consent of Tenant or its agents and agencies to be sued; or (c) a waiver of Tenant's sovereign immunity. Tenant may insure, at its own cost and expense, its fixtures, equipment, and personal property which it may use or store on the Premises. Landlord acknowledges that Tenant, as a municipal corporation, participates in the Georgia Interlocal Risk Management Agency for purposes of general liability, workers' compensation, and employer's liability insurance coverage, with said coverage being applicable to Tenant's officials, employees, and agents while acting within the scope of their employment or agency, and Landlord deems such insurance coverage acceptable for the purposes of this Lease.

15. Eminent Domain. If the Premises shall be acquired or condemned by eminent domain, condemnation, or similar proceeding for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting as a result of such proceeding.

16. Subordination. This Lease and all rights of Tenant hereunder shall be subject to the lien of any and all mortgages that may now or hereafter affect the Premises, or any part thereof, and to any and all renewals, modifications or extensions of any such mortgages. Tenant shall, upon Landlord's request, execute, acknowledge, and deliver to Landlord, without expense to Landlord, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to the lien of any such mortgage or mortgages and each renewal, modification or extension thereof. Notwithstanding

any other provision of this paragraph, any such subordination by Tenant is, and shall be, conditioned upon any mortgagee acknowledging that so long as Tenant is not in default of its obligations hereunder, this Lease, and the tenancy provided herein, shall continue in full force and effect and Tenant shall be permitted to occupy the Premises under the terms hereof notwithstanding any default by Landlord under said mortgage or any transfer of title to the Premises by foreclosure, deed in lieu of foreclosure, or otherwise.

17. Default or Breach. If Tenant shall fail to perform or comply with any of the conditions or provisions of this Lease for a period of thirty days (30) days after delivery to Tenant by Landlord of written notice of such failure, the rights of Landlord shall be as follows:

(a) To terminate this Lease and all rights of Tenant hereunder by giving Tenant sixty (60) days' prior written notice that this Lease is terminated; if Landlord terminates this Lease, then Landlord may recover from Tenant the amount of money necessary to compensate Landlord for all damage caused by Tenant's failure to perform Tenant's obligations hereunder and all such other amounts due Landlord from Tenant hereunder in addition to such other compensation as may be permitted from time to time by the laws of the State of Georgia;

(b) Landlord may elect, but shall not be obligated, to make any payment required of Tenant herein or comply with any agreement, term or condition required hereby to be performed by Tenant, and Landlord shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of any default.

(c) The rights, privileges, elections and remedies of the Landlord under this Lease shall be cumulative, and Landlord shall have the right to exercise such remedies at any time and from time to time singularly or in combination and Landlord shall have all other rights and remedies afforded to landlords under the laws of the State of Georgia.

18. Taxes. Landlord shall be responsible for the payment of all ad valorem real property taxes assessed or levied against the Premises during the Term.

19. Quiet Enjoyment. Tenant, upon observing and keeping all covenants, agreements, and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term of this Lease without hindrance or molestation by anyone claiming by, thru, or under Landlord as such, subject, however, to the exceptions, reservations, and conditions of this Lease.

20. Waivers. The failure by either party to insist on the strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that either party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions hereof.

21. Public Records. This Lease is subject to the Georgia Open Records Act (Official Code of Georgia Annotated §50-18-70 et seq.). Landlord agrees and acknowledges that any books, documents, records, correspondence or other information kept or obtained by Tenant, or that Landlord furnishes to

Tenant, in connection with this Lease or the activities contemplated herein, are public records subject to inspection and copying by members of the public pursuant to applicable public records law. Tenant may terminate this Lease at any time for Landlord's refusal to allow public access to all documents, papers, letters, or other materials subject to the provisions of the Georgia Open Records Act, and made or received by either party in conjunction with this Lease.

22. Hazardous Substances. Tenant shall not be responsible for any Hazardous Substances located on the Premises at the time Landlord delivers possession of the Premises to Tenant. Tenant shall not use, generate, store, or dispose of Hazardous Substances on the Premises except those customarily utilized in connection with Tenant's operations, and then only in amounts reasonably necessary to perform Tenant's operations. Such Hazardous Substances shall be used, generated, stored, and disposed of in accordance with applicable laws. For the purposes of this Lease, "Hazardous Substances" means substances regulated under federal law or by the laws of the state or municipality in which the Premises are located, and including but not limited to asbestos, radioactive, and petroleum-related products.

23. Persons Bound. All of the provisions hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

24. No Third-Party Beneficiaries. Except for the community gardeners executing agreements with the Tenant to use plots on the Premises for producing crops, flowers, or plants in accordance with rules and regulations set forth therein, nothing in this Lease, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Lease or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.

25. Contingency – Appropriated Funds. In accordance with the Constitution and laws of the State of Georgia, if Tenant is relying on appropriated funds in order to fulfill its obligations under this Lease, the Tenant's performance and obligation to make payment under this Lease is contingent upon an annual appropriation by the Mayor and Council of Garden City, Georgia. In the event the Garden City Mayor and Council does not appropriate funds in a sufficient amount for Tenant to perform its obligations hereunder, Tenant may terminate this Lease upon written notice to Landlord without any liability to Tenant.

26. Notice. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by United States certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses first set forth above or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein. Every notice shall be deemed to have been given three (3) business days after it was deposited in the United States mail, postage prepaid, in the manner prescribed herein.

27. Time of the Essence. It is understood and agreed between the parties that time is of the essence of this Lease, and this provision applies to all terms and conditions hereof.

28. Surrender of Possession. Upon the expiration of the term hereof, or any extension thereof, or upon the earlier termination of this Lease, Tenant shall peaceably and quietly surrender and deliver

the Premises to Landlord free and clear of this Lease. Any property of Tenant, if not removed at the expiration of termination of this Lease, shall, at Landlord's option, be deemed abandoned and become the property of Landlord without any payment or offset therefor. Landlord may remove any such property from the Premises and store the same at the risk and expense of Tenant or may otherwise dispose of the same in any manner whatsoever. Tenant shall repair and restore all damage to the Premises caused by removal by Tenant of any of Tenant's property.

29. Construction of Agreement. Whenever the context of this Lease so requires or admits, words used in the neuter gender include the masculine and feminine; the singular includes the plural and the plural the singular; the work "person" includes a corporation, partnership, or unincorporated association as well as a natural person. The fact that a party may be deemed to have drafted or structured any provision hereof shall not be considered in construing the particular provisions either in favor of or against such party.

30. Entire Agreement. This Lease contains the entire understanding between the parties and supersedes any prior understandings or agreements between them concerning the subject matter. No changes, alterations, modifications, additions or qualifications to the terms and conditions of this Lease shall be binding upon the parties unless made in writing and signed by the party to be bound thereby.

31. Severability. If any provision of this Lease shall be declared invalid or unenforceable, if reasonably possible, taking into consideration the intent and purpose of the parties in entering into this Lease, the remainder of this Lease shall continue in full force and effect.

32. Captions. The captions at the beginning of the several paragraphs of this Lease are not a part of this Lease but are merely labels to assist in locating and reading the respective paragraphs hereof. Such captions shall be ignored in construing this instrument.

33. Governing Law. All questions concerning the meaning, execution, construction, effect and validity of this Lease shall be governed by the laws of the State of Georgia.

34. Counterparts. This Lease may be executed in one or more counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Vacant Land Lease Agreement and have intended the same to be and become effective as of the day and year first above written.

WITNESSES:

Patricia C. Walker (L.S.)
Print Patricia C. Walker (L.S.)

Print

WITNESS:

Print _____

Print _____

LANDLORD:

Rose B. Walker (L.S.)
ROSE B. WALKER

TENANT:

GARDEN CITY, GEORGIA

Ron Feldner, City Manager

EXHIBIT "A"

CITY OF GARDEN CITY COMMUNITY GARDEN POLICY & USER AGREEMENT

PURPOSE

The purpose of the Community Garden Policy is to recognize community gardens as a valuable community activity that fosters the development of a community identity and spirit, contributes to health and well-being, encourages positive social interaction, community development, environmental education, connection to nature, and utilizes open space for nutritious food production. The City of Garden City encourages community gardening by collaborating with local civic groups and non-profit organizations in the development and support of community gardens.

COMMUNITY GARDEN DEFINED

A community garden is a plot of land that is managed and maintained by community gardeners and the City to produce food crops, flowers, or plants for private use, consumption, or donation. City parks or designated natural open spaces are not to be used for community gardens but the City may assist in establishing community gardens on other public or private parcels of land.

GARDEN MANAGEMENT

The community garden shall be managed by a City-appointed garden coordinator (the "Garden Coordinator") who shall be the City's point of contact for the operation of the garden. The Garden Coordinator shall prepare plans and details of the garden layout and any community garden structure for review and approval by the City's Director of Public Works. The plans shall include details showing the dimensions, materials, location on site of the following:

1. *Storage sheds and, greenhouses.*
2. *Compost bins and piles.*
3. *Signage.* Proposed signage shall comply with applicable city ordinances although the Director of Planning and Economic Development shall be able to grant variances for the unique nature of community gardens. These variances include but are not limited to the (a) gross area of signage, (b) the number of signs to depict community garden name, rules and sponsors, (c) sign height if some sort of vegetation barrier is to be created below signage.
4. *Fences and gates.* The planned layout and depth of embedment for fences and gates shall comply with applicable city ordinances. Due to unique nature of gardens, with the need to keep certain animals from disturbing the gardens, the type

of material and proposed height shall be submitted for approval by Director of Planning and Economic Development. In no case, shall fences or gates along frontage roads be chain link, wire or mesh.

5. *Driving paths.*

Exceptions to existing setbacks and easements shall be noted on the plans for approval by the Director of Planning and Economic Development. Connections to electricity or sewers are prohibited without a permit or other permission from the City and other regulatory agency.

TERMS OF USE

Garden plots shall be assigned for use for the term of one calendar year by the Garden Coordinator on a first come/first serve basis. The Garden Coordinator shall require all users to execute the User Agreement below and deliver such Agreements to the City's Director of Planning and Economic Development. Plots shall be either 10 feet by 10 feet or 5 feet by 10 feet. All plots will be marked with an identification tag and may not be enlarged. Only one plot is allowed per person/family and all participants must be residents of Garden City. Any plots not reserved by June 1st of any year may be rented by non-Garden City residents or may be rented as a second plot by existing plot holders. It is the responsibility of the gardeners to prepare the garden lot for planting. Gardeners are also expected to keep their plots clear and free of weeds, grass and other debris that can harbor insects and disease.

GARDEN HOURS

Participants may garden at their own convenience from dawn to dusk, seven days a week.

GARDEN COST

To help cover the cost of water and occasional clean-up by the City, each garden plot will cost \$20.00 or \$10.00 annually depending on the size. An additional \$20.00 deposit will be collected with the application to ensure that the community gardener cleans up their plot either by October 31st or when they discontinue use of the plot during the calendar year for which use was permitted. This deposit will be refunded at the end of the season after the gardener has cleared all plant material and structures out of his or her plot. All fees shall be paid directly to the City upon being invoiced therefor.

GARDENER AGREEMENT

In an effort to keep the community garden vibrant and healthy for all participating members, the following rules have been established and will be enforced:

The community gardener agrees to:

1. Keep their plot free of weeds, rotting or diseased vegetation, and other items that may harm the community garden.
2. Supply their own seeds, fertilizer, and tools for proper preparation and cultivation of crops.
3. Harvest produce only from their garden plot.
4. Remove paper, trash, and debris from their garden plot area. Place any rocks removed from their plots in the designated rock barrel.
5. The gardener must not expand their plot beyond the staked-out dimensions or into

paths or other plots.

6. Harvest all crops and clean up their garden plot by **October 31st. Any items left in the garden beyond this date may be destroyed** and the gardener may not be allowed to return the following year.
7. If a garden plot is not used or attended to for 21 days, or if the garden is not planted by June 1st, the City may, through its Garden Coordinator, assign the garden plot to another gardener.
8. Comply with all federal, state, and local laws and regulations.
9. Community gardener shall either remove unwanted organic waste from the premise or place organic waste in the designated compost site located on the premise. **The only material to be put into the compost site is compost from the garden plots.** Gardeners are encouraged to properly maintain the compost site as needed.
10. Individual lots may have conditions not addressed above. If deemed necessary, an attachment will be included as part of this agreement listing other provisions specific to the site and will be considered part of this agreement.

RESTRICTIONS

1. The community garden is intended solely for personal use. Gardening for commercial purposes is prohibited.
2. Garden plots may not be used to grow trees or illegal plants of any kind.
3. Pets are prohibited in the community garden.
4. Dumping of debris onto other garden plots is prohibited.
5. Gardeners are discouraged from using synthetic or organic chemical herbicides or pesticides.
6. Fresh manure is prohibited.
7. Rocks and woodchips are prohibited
8. Water sprinklers are prohibited but hand sprinklers may be used.
9. Permanent or temporary structures, fixtures, or equipment, or items creating a nuisance in the community garden are prohibited.
10. When planting near paths, leave adequate space for plant growth so that plants will not overhang onto paths or other plots. Crops, plants, vines, and vegetation must be contained within the boundaries of one's garden plot.
11. Gardens may be fenced no more than five (5) feet in height.
12. Parking automobiles is only allowed in designated areas.
13. Loud music is prohibited in the community garden.
14. No overhead lighting shall be permitted.
15. Mechanical equipment other than the type customarily identified as lawn and garden equipment shall be prohibited.

LIMITATIONS

It shall be the duty of the Director of Planning and Economic Development to enforce the provisions of this Agreement. The Director is therefore authorized and directed to make inspections of the community garden at any time to determine whether the premises or the community garden structures thereon conform to the requirements of this Agreement. For the purpose of making such inspections, the Director of Planning and Economic Development or

his agent is authorized to enter upon the premises to examine ground conditions and any community garden structures. Whenever the Director of Planning and Economic Development determines that there are reasonable grounds to believe that there has been a violation of any of the provisions set forth above, the Director will give notice of such violation to the Garden Coordinator and the user of any plot causing the violation which shall (a) be in writing, (b) contain a statement of the reason why it is being issued, (c) contain an outline of remedial action which, if taken will effect compliance with the provisions set forth above, and (d) allow a reasonable time for the performance of any act he/she requires. Upon a determination by the Director of Planning and Economic Development that such violations have been corrected, he/she shall issue a letter of compliance to the person or persons who had previously been issued the violation notice that said violations have been corrected. If there has been no compliance within the allocated time, the City may remedy the violation in which case (a) the Garden Coordinator shall not be allowed to continue in such role during the next calendar year if he/she caused the violation or allowed it to continue, and if the City has had to step in to remedy violations twice before, and/or (b) the user agreement for any garden plot causing such violation shall be terminated.

WAIVER OF LIABILITY

The City of Garden City assumes no liability for any injury, damage, theft, or loss of property belonging to garden user participants, before, during, or after their usage and / or lease. The community gardener agrees to assume all responsibility and to defend, indemnify, and hold harmless the City against all actions, claims, damages, or demands which may be brought or made against the City's interest in the premises by reason of anything done by the community gardener, in the exercise or purported exercise of the right and privileges herein granted.

The City may terminate a community gardener's use of City property under this Agreement immediately for any reason.

THE CITY OF GARDEN CITY ASSUMES NO LIABILITY FOR ACCIDENTS OR INJURY TO PARTICIPANTS OR OTHERS EITHER ON OR ADJACENT TO THE GARDEN AREA, NEITHER DOES THE CITY ASSUME RESPONSIBILITY FOR ACTS OF VANDALISM OR LOSS OF CROPS OR PERSONAL PROPERTY DUE TO THEFT.

I agree to abide by these conditions set forth for the Community Gardener.



Community Gardener's Signature



Date

Name: Patrick C. Walker

Address: 4126 FOURTH STREET

Phone Number: 912-604-6337

Email: pcwalkerersr@msn.com

Plot Location, Number and Size: Lot 13 + Lot 15

Accepted and approved by Garden Coordinator:

Patricia C. Walker
Garden Coordinator's Signature
PATRICIA C. WALKER
(Print Name)

For City Use

Receipt #: _____ **Date Paid:** _____ **Plot Number:** _____

Deposit Received: _____ **Deposit Returned After October 31st:** _____

community efforts to establish community gardens by entering into the Lease as an experiment which, if successful, may lead to the establishment of more such community gardens in Garden City by both the City and private citizens and organizations;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, AND IT IS HEREBY RESOLVED that the City Manager is authorized to execute, on behalf of the City, the Lease with Rose B. Walker for the use of property located at 4115 Second Street as a community garden pursuant to the Community Garden Policy and User Agreement attached to the Lease as Exhibit "A" which is hereby specifically adopted and approved together with the Lease.

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

SO RESOLVED this 17th day of August, 2020.

RHONDA FERRELL-BOWLES
CLERK OF COUNCIL

Received and approved this 17th day of August, 2020.

DON BETHUNE, MAYOR
GARDEN CITY, GEORGIA

GARDEN CITY RESOLUTION

WHEREAS, Garden City, Georgia, desires to enter into a contract for road repair work at the intersection of Main Street and Foundation Drive (the "Contract Work") where a recent field assessment of pavement conditions disclosed substantial road damage causing several large potholes and deteriorating surface conditions which threaten damage to traveling vehicles and the occurrence of serious vehicular accidents; and,

WHEREAS, pursuant to Official Code of Georgia Section 32-4-113, the City's staff procured quotes from a number of road contractors to perform the Contract Work for which the City has budgeted the amount of \$25,750.00;

WHEREAS, the quotes submitted for the Contract Work were as follows:

<u>Contractor</u>	<u>Quote Amount</u>
R.B. Baker Construction	\$ 25,750.00
Crosby Paving Company	\$ 26,485.00
APAC Paving Company	\$ 27,000.00

and;

WHEREAS, the City's staff has determined that the quote of \$25,750.00 submitted by R. B. Baker Construction was the lowest amount quoted by a qualified and responsible contractor;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that based upon the recommendation of the City's staff, R.B. Baker Construction's quote of \$25,750.00 for the performance of the Contract Work be accepted and that a contract for the performance of the Contract Work at the aforesaid amount be awarded to such contractor with provisions set forth therein addressing any legitimate change orders or work plan modifications which may arise due to unforeseen/unanticipated field conditions.

BE IT FURTHER RESOLVED that the Contract Work will be funded from the City's 2020 General Operating Fund.

BE IT FURTHER RESOLVED that the City Manager is authorized to negotiate the contract for the Contract Work with R.B. Construction (with assistance from the City Attorney), and to execute same in the name of the City, with the City Clerk's attestation to said Manager's signature.

ADOPTED AND APPROVED this ____ day of August, 2020.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this ____ day of August, 2020.

DON BETHUNE, Mayor

GARDEN CITY RESOLUTION

WHEREAS, Public Works Department of Garden City, Georgia, desires to purchase three (3) 2021 Ford F-150 crew cab trucks for the Public Works Crew and Water and Sewer Operations Repair, and one (1) 2021 Ford F-350 Super Duty cab truck for the Water/Sewer Operations Repair, for daily departmental work; and,

WHEREAS, all of the above-described trucks are necessary to continue the normal operation of the City's Public Works Department; and,

WHEREAS, the purchase of the above-mentioned four (4) trucks has been provided for, and identified in, the City's 2020 Budget for the Water and Sewer Enterprise Fund; and,

WHEREAS, Public Works Department solicited price quotes from area dealerships on both vehicles, resulting in the following lowest and most responsible proposals for sale:

<u>Vendor</u>	<u>Vehicle Description</u>	<u>Offering Price</u>
J.C. Lewis Ford Savannah, GA	2021 F-150 Crew Cab 2-Wheel Drive	\$30,026.00 per truck <u>\$90,078.00 for 3 trucks</u>
J.C. Lewis Ford Savannah, GA	2021 F-350 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F3G)	<u>\$36,438.84</u>

and;

WHEREAS, the City's Public Works Department has recommended that the City enter into purchase contracts for all four vehicles with J.C. Lewis Ford for the price quotes of \$90,078.00 and \$36,438.00, both amounts being both fair and reasonable (all being discounted by the DD-GPC Dealership Discount and Government Price Concession), and within budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Garden City, Georgia, that the proposal of J.C. Lewis Ford to sell the City three (3) 2021 F-150 Crew Cab trucks at the total price of \$90,078.00 and one (1) 2021 F-350 Super Duty cab truck at the price of \$36,438.84 be accepted, and that contracts for the purchases of the trucks be negotiated and entered into between the City Manager and the vendor.

BE IT FURTHER RESOLVED, that the purchase prices for all four (4) vehicles be funded through cash from the City's Water and Sewer Enterprise Fund.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign the purchase contracts or orders for the vehicles as well as all other documents associated therewith in the name of the City, with the City Clerk's attestation to said Manager's signature.

ADOPTED AND APPROVED this ____ day of August, 2020.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this ____ day of August, 2020.

DON BETHUNE, Mayor



MEMORANDUM

To: Ron Feldner – City Manager
From: C. Scott Robider – City Marshal
Date: August 11, 2020
Re: Revised Fee Schedule

The purpose of this memo is to outline additional revisions to the City Regulatory Fee Schedule for consideration by City Council. In an effort to consistently review our City operations in order to improve our efficiency as well as our overall effectiveness the City Staff has identified some enhancements to the current City Fee Schedule. The proposed changes are indicated in red print on the attached Regulatory Fee Schedule and include changes for Building and Land Disturbance Fees, Miscellaneous Utility Fees and the addition of the Fire Marshal Fees. I will provide a brief summary for each revision which is as follows:

- **Building and Land Disturbance Fees** – The City provides up to three (3) plan reviews in order for the submitting firm to correct or address the issues discovered in the initial development plan submission. As indicated on page #1 in red print, the City is seeking to recover all third-party cost resulting after the permissible three (3) plan reviews. The cost for which the City is seeking to recover are incurred as a result of plan submittals that are discovered to be repetitively deficient with errors, omissions or other associated project issues.
- **Miscellaneous Utility Fees** - As indicated on Page 6 in red print, the City is seeking to recover all cost associated with the use of sewer cleaning equipment related to use of the Sewer Jet Machine in connection with customer requests. The referenced equipment is often utilized to remediate sewer issues resulting from third-party negligence or other property related issues which jeopardize the integrity of the City wastewater system and need to be corrected immediately. The new fees also include installation of sewer line cleanouts for customers that request such service from the City staff.
- **Fire Marshal Fee Schedule** - The Fire Marshal in conjunction with City Staff have conducted a careful evaluation and composition of the plan reviews, inspections and permits required to be in a position of compliance with City Codes and Ordinances as well the International Fire Code (IFC). As indicated of Pages 17-20, the proposed fees are inclusive of plan review fees, inspections, permits as well as fines for enforcement actions. The Fire Marshal Memorandum (attached) further defines the basis for the new fee schedule and its importance as it relates to the overall life safety posture of the City.

Recommendation: - Based on the review by the City Staff, consultation with other agencies and several third-party professionals I would recommend consideration for approval by City Council of the updated City Regulatory Fee Schedule reflecting the aforementioned revisions and additions.



Garden City Fire Marshal's Office

100 Central Avenue
Garden City, GA 31405



MEMO

To: City of Garden City
From: Carlos Nevarez, Deputy Fire Marshal
Date: August 12, 2020
Re: Establishment of Fire Marshal Fee Schedule

Buildings and structures within the jurisdiction of the City of Garden City must meet all applicable fire and building codes. The Fire Marshal's Office (FMO) and the Building Department are responsible for ensuring compliance with the codes and standards adopted by the State Fire Marshal's Office and the Georgia Department of Community Affairs (DCA).

The codes and standards enforced by the FMO include but are not limited to the following:

- NFPA 101, Life Safety Code
- NFPA 13, The Standard for the Installation of Sprinkler Systems
- NFPA 72, National Fire Alarm and Signaling Code
- NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
- International Fire Code
- Chapter 120-3-3 Rules and Regulations for the State Minimum Fire Safety Standards

Chapter 120-3-20(A) Georgia Accessibility Code, which adopts 2010 ADA Standards for Accessible Design

Plan Review Fee

The Office of the Fire Marshal is responsible for performing Fire Plans Reviews within the City of Garden City. A Fire Plans Review is the process of reviewing site plans, construction plans, fire protection plans to ensure that new construction meets fire and life safety standards set forth by the NFPA, the State of Georgia, and the City. The review helps determine whether or not a building's planned protective systems are adequate for the hazard anticipated based on its occupancy, occupancy load, and that all local requirements are met from day one. These preventive services map out the best fire protection for each building's unique construction and



Garden City Fire Marshal's Office

100 Central Avenue
Garden City, GA 31405



occupancy, helping keep our community safe from the start. In the plan review process, a Fire Protection Analyst evaluates a site's accessibility for the general public and emergency vehicles, as well as fire hydrant location and building construction (new and renovation). He or she then checks for an occupancy's compliance with the Life Safety Code, the Georgia Accessibility Code, the State Fire Codes, and any other applicable city ordinances.

Construction Inspection Fee

During all phases of construction, the property is required to undergo periodic inspection by relevant code enforcement officials to ensure compliance with life safety regulations and other building construction standards. One new construction and fire protection permit, includes a 50 percent inspection, 80 percent inspection, as well as a final inspection for life safety code compliance prior to the issuance of a Certificate of Occupancy. This inspection process is meant to ensure the safety and quality of construction consistent with the most current professional standards. Additionally, any business that changes its occupancy type (e.g. a clothing store that becomes a restaurant) or performs any type of renovations must also submit plans to the Fire Marshal's Office and the Building Official to ensure any changes follow the current safety standards for that new use.

Fire Inspection Fee

Each commercial/public occupancy and certain types of residential occupancies must have annual inspections according to city ordinance and the state fire code. The fire code is generally set at the state level, and includes portions of the International Fire Code, the Life Safety Code, and several codes that specifically address fire sprinklers, fire alarms, electrical safety, hazardous materials, and other specialized standards. These annual Business Safety Inspections are conducted by a representative of the Fire Marshal's Office. While performing a Fire Safety Inspection of a building/business, deficiencies may be discovered. The building/business owner will be educated of the deficiencies and the pertinent codes. The building/business owner and the Fire Marshal will come to an agreement on a reasonable amount of time to correct the deficiencies. Fire Department staff will arrange a re-inspection of the building/business to verify corrections have been made. The Fire Marshal's Office is hoping that the implementation of a re-inspection fee will reduce the number of follow-up visits needed to verify compliance. There is a large number of businesses throughout the community that require fire safety inspection and if a reduction in the number of follow-ups can be accomplished, the more business that can be inspected on a regular basis.



Garden City Fire Marshal's Office

100 Central Avenue
Garden City, GA 31405



Fire Operational Permit Fee

The fire department's core business risk-management tool is the Fire Company Pre-Plan Survey and the Fire Protection Fee Discount Application which identifies and eliminates hazards in the business community. The fire department utilized on-duty fire crews to perform life-safety pre-plans of all local businesses. The pre-plan survey focuses on items not limited to keeping clear of existing exits, emergency response access, housekeeping, and ensuring of testing to fire protection systems. Every so often, firefighters did not have the extensive training to properly evaluate certain complex and high-risk operational activities. Recently, the Fire Department took over the Fire Marshal's responsibility to ensure that all buildings are ???, operate, and provide safety fire protection as required by International Fire Code, National Fire Protection Association, Georgia Fire Safety Rules and Regulations, and all other life and fire safety codes. The program will provide more proactive and specialized inspection service and utilize fire inspectors with the necessary training to evaluate fire code application and work with business owners/ representative to ensure public and employee safety.

The International Fire Code (IFC) requires permits to be obtained for certain processes or operations. Any property owner or representative who intends to conduct an operation or business, or install or modify systems or equipment, which is regulated by the IFC or to cause such work to be done shall first make application to the Garden City Fire Marshal's Office and obtain the required permit. IFC permits are divided into two categories: operational permits and construction permits.

The following permits shall be required as authorized by the International Fire Code section 105.6 and local ordinance to conduct an operation or business within the City of Garden City. A permit shall constitute permission to maintain, store or handle materials; or to conduct processes which may produce conditions which are hazardous to life or property. Permit holders are required to abide by all provisions of the fire code and all other applicable regulations or laws of the jurisdiction.

This Operational Permit Program is authorized by the fire department pursuant to the International Fire Code as by the State of Georgia.



Regulatory Fees Schedule

Adopted by City Council August 17, 2010

Effective August 17, 2010

Regulatory Fees Schedule

Basic Fees

Description	Rate	Fee
Planning Commission	Flat (initial and one follow up, if necessary)	\$500.00
	Flat (each additional over two)	\$250.00
Board of Appeals	Flat (initial and one follow up, if necessary)	\$250.00
	Flat (each additional over two)	\$125.00
Minor Subdivision	Flat	\$150.00

Building and Land Disturbance Permit Fees

NOTE: Fees are based on the City performing up to three reviews on all development plan submittals. After the 3rd review, and for all subsequent reviews, the applicant will be responsible for the fees incurred by Garden City for any third-party reviews. The applicant must pay an initial fee of \$250 per each civil and building plan submittal (\$500 total) to commence the review process. The balance owed for any third-party reviews after the 3rd review must be paid by the applicant prior to issuance to any City permits.

Description	Rate	Fee
Land Disturbance (under 1-acre total disturbance)	Flat	\$150.00
LDA Permit (over 1-acre total disturbance)	per acre	\$150.00
Single Family Dwelling	per climate controlled square foot	\$0.23
	per non-climate controlled square foot	\$0.10
Multi-Family Dwelling	per climate controlled square foot	\$0.23
	per non-climate controlled square foot	\$0.10
Manufactured Home	per climate controlled square foot	\$0.15
	per non-climate controlled square foot	\$0.10
Commercial	per climate controlled square foot	\$0.55
	per non-climate controlled square foot	\$0.40
Warehouse (incl Additions & Renovations)	per square foot	\$0.15
Addition (Residential and Commercial)	per climate controlled square foot	\$0.23
	per non-climate controlled square foot	\$0.10
Renovation (Residential and Commercial)	per climate controlled square foot	\$0.15
	per non-climate controlled square foot	\$0.10
Storage/Accessory Buildings with Electricity and/or Plumbing	per square foot	\$0.10
Storage/Accessory Buildings without Electricity and/or Plumbing	per square foot	\$0.06
All Other Structures	per square foot	\$0.17

Other Permit Fees

Description	Rate	Fee
Temporary Office (valid for 6 months)	per square foot	\$0.50
Fence	Flat (per lot)	\$50.00
Demolition	Flat (per lot)	\$100.00
Temporary Sign (valid for 30 days)	Flat	\$50.00
Permanent Sign (if sign is electrical, an electrical permit and inspection is required)	per square foot (\$50 minimum fee)	\$0.75
Well	Flat	\$50.00
Move a Structure into or Through Garden City	Flat	\$150.00
Encroachment Permit	Flat	\$50.00
Roadway Improvements (road as only structure)	per square foot	\$0.05
Re-Approval of Expired Permit (within 30 days of original permit expiration)	Flat	\$150.00
Zoning Certification Letter	Flat	\$25.00
Stormwater User Fee Credit Application Review Fee	Flat	\$350.00
Foreclosed & Vacant Property Registration Fee	Flat	\$50.00

Regulatory Fees Schedule (Continued)

Inspection Fees

NOTE: Projects requiring more than the minimum number of inspections will be charged at the one-time rate for each additional inspection.

Plumbing

Description	Rate	Fee
Residential (one time) <i>including renovations and re-inspections</i>	Flat	\$75.00
Commercial and Industrial (one time) <i>including renovations and re-inspections</i>	Flat	\$75.00
Residential (minimum 3 inspections) * <i>new construction and additions</i>	Flat	\$75.00 each, total \$225.00
Commercial and Industrial (minimum 5 inspections) * <i>new construction and additions</i>	Flat	\$75.00 each, total \$375.00

Electrical

Description	Rate	Fee
Residential (one time) <i>including renovations and re-inspections</i>	Flat	\$75.00
Commercial and Industrial (one time) <i>including renovations and re-inspections</i>	Flat	\$75.00
Residential (minimum 3 inspections) * <i>new construction and additions</i>	Flat	\$75.00 each, total \$225.00
Commercial and Industrial (minimum 5 inspections) * <i>new construction and additions</i>	Flat	\$75.00 each, total \$375.00

Building

Description	Rate	Fee
Residential (one time) <i>including renovations and re-inspections</i>	Flat	\$65.00
Commercial and Industrial (one time) <i>including renovations and re-inspections</i>	Flat	\$65.00
Residential (minimum 5 inspections) * <i>new construction and additions (slab)</i>	Flat	\$65.00 each, total \$325.00
Residential (minimum 6 inspections) * <i>new construction and additions (stem wall)</i>	Flat	\$65.00 each, total \$390.00
Commercial and Industrial (minimum 4 inspections) * <i>new construction and additions</i>	Flat	\$65.00 each, total \$260.00
Building Inspector Plan Review	Flat (residential)	\$75.00
	Flat (commercial and industrial)	\$225.00
HVAC	Flat (per visit)	\$75.00
Gas Meter	Flat (per lot)	\$50.00
Sprinkler	Flat (building < 50,000 sq. ft.)	\$75.00
	Flat (building > 50,000 sq. ft.)	\$100.00
Life Safety Inspection	Flat (per visit)	\$65.00
Fire Inspection	Flat (initial visit and one follow up)	no fee
	Flat (each additional after two failures)	\$50.00
Code Violation Re-inspection Fee	Flat	\$25.00
House & Principal Building Address Number Violation Fine	Per Day	\$10.00

Regulatory Fees Schedule (Continued)

Building & Inspection Fees Per Chapter 18; Section 18-85

Description	Rate	Fee
Federally Funded Residential Projects	Reduction of Building & Inspection Fees	60% Reduction in Fees (Calculation Formula: Standard Fee Amount x 40% = Reduced Rate)
Hotel & Hospitality Industry Projects	Reduction of Building & Inspection Fees (Based on Residential Project Rate Reduction Formula Above)	60% Reduction in Fees (Calculation Formula: Standard Fee Amount x 40% = Reduced Rate)

Tree Removal

**Refer to the City's Tree Protection & Landscape Ordinance for more information regarding tree protection, removal & replacement*

Description	Rate	Fee
Over five trees under 8" diameter <i>(total disturbance under 1 acre)</i>	Flat	\$100.00
Any one non-specimen tree over 8" diameter	per tree	\$25.00
Over 1-acre total disturbance (clearing) <i>(in addition to required LDA Permit)</i>	per acre	\$100.00
Specimen Tree Removal	per unit (see chart below)	\$250.00

Specimen Tree Diameter Unit Conversion Chart

Tree Diameter	Unit Value
8"	1.0
10"	1.4
12"	1.9
14"	2.3
16"	2.7
18"	3.1
20"	3.6
22"	4.0
24"	4.4
26"	4.8
28"	5.3
30"	5.7
32"	6.1
34"	6.5
36"	7.0
38"	7.4
40"	7.8
42"	8.2
44"	8.7
46"	9.1
48"	9.5
50"+	10.0

**Round odd numbers up to the nearest even number*



Utility Fees Schedule

Adopted by City Council November 18, 2019

Effective January 1, 2020

Utility Fees Schedule

Water Tap-in Fees

	Rate	Fee
5/8 inch-2-inch water tap	Deposit	\$125.00
	Set-Up Charge	\$15.00
	Tap-In Fee (per REU) Inside City Limits	\$500.00
	Tap-In Fee (per REU) Outside City Limits	\$750.00
	Labor Fee (installed by the City)	\$572.00
	Labor Fee (installed by plumber)	\$150.00
4 inch-12-inch water tap	Deposit	\$125.00
	Set-Up Charge	\$15.00
	Tap-In Fee (per REU) Inside City Limits	\$500.00
	Tap-In Fee (per REU) Outside City Limits	\$750.00
	Labor Fee (installed by the City)	City does not install
	Labor Fee (installed by plumber)	\$250.00

*Note: Meter cost for potable water and fire lines, as well as, backflows, meter boxes and any additional equipment needed for installation are not covered under labor fees listed in the table above. Please call the Water Operations Department for current pricing.

Description	Rate	Fee
4 inch-10-inch sewer tap	Deposit	\$125.00
	Set-Up Charge	\$15.00
	Tap-In Fee (per REU) Inside City Limits	\$650.00
	Tap-In Fee (per REU) Outside City Limits	\$975.00
	Labor Fee (installed by the City)	\$1,984.00
	Labor Fee (installed by plumber)	\$150.00

Description	Rate	Fee
Federally Funded Residential Projects	Flat Tap-In Fee (per REU) Inside City Limits	60% Reduction in Fees (Calculation Formula: Standard Fee Amount x 40% = Reduced Rate)
Hotel & Hospitality Industry Projects	Percentage Reduction of Tap-In Fee (per REU) Inside City Limits (Based on Residential Rate Reduction Formula Above)	60% Reduction in Fees (Calculation Formula: Standard Fee Amount x 40% = Reduced Rate)

Utility Fees Schedule (Continued)

Miscellaneous Fees

Description	Rate	Fee
Labor (Includes City Truck)	per hour	\$76.00
Backhoe	per hour	\$200.00
Small Track-hoe	per hour	\$100.00
Trencher	per hour	\$50.00
Dewatering Pump	per hour	\$35.00
Air Compressor	per hour	\$35.00
Tap Water Main	per hour	\$75.00
Sewer Jet Machine	per hour (minimum of 2 hours)	\$150.00
Residential Sewer Cleanout Installation	per event	\$850.00
Nonresidential Sewer Cleanout Installation	Contact Water Department for a quote	TBD

*Hourly charges shall include all travel time for staff. Work performed outside regular business hours at the request of the customer shall be charged at 150% times the normal rates. Miscellaneous charges shall include actual charges for equipment rented to perform the work. The above rates shall be used to calculate charges when City staff or equipment is used on private facilities.

Fees Relating to Theft of Services

	Rate	Fee
Code Enforcement Officer*	Hourly (Minimum of 1 Hour)	\$29.44
Meter Reader*	Hourly (Minimum of 1 Hour)	\$25.83
Water Repair Personnel*	Hourly (Minimum of 1 Hour)	\$57.83
Administrative Personnel*	Hourly (Minimum of 1 Hour)	\$26.12
Vehicle and Communication Charges	Hourly (Minimum of 1 Hour)	\$29.29
	1 st Offense	\$150.00
Meter Tampering Fee**	2 nd Offense	\$500.00
	3 rd Offense	\$1,000.00
Stolen Meter Fee	Flat	\$500.00
Meter Cost***	Flat	\$119.29
MXU Cost***	Flat	\$127.50
Meter Top***	Flat	\$19.96
Meter Valve***	Flat	\$30.38
Barrel Lock***	Flat	\$3.70
Pad Lock***	Flat	\$12.78

* Personnel costs include hourly rate of pay plus FICA, health and dental insurance, GMEBS retirement, ICMA-Match, and workers' compensation.

** Water consumption cost based on customer's average usage is an additional fee. All fees must be paid before reconnection occurs.

*** These costs are determined by the vendor and are subject to change.

Water Rates

Base Charge per (REU Inside the City) \$15.87

Base Charge (Outside the City) \$18.25

Quantity	\$/1000 gal Inside the City	\$/1000 gal Outside the City
1 to 2,500 gallons	1.49	2.24
2,501 to 5,000 gallons	1.79	2.69
5,001 to 10,000 gallons	2.10	3.15
10,001 to 15,000 gallons	2.67	4.01
15,001 to 20,000 gallons	3.27	4.91
Over 20,000 gallons	3.87	5.81

Sewer Rates

Base Charge per REU (Inside the City) \$18.34

Base Charge per REU (Outside the City) \$21.09

Quantity	\$/1000 gal Inside the City	\$/1000 gal Outside the City
1 to 2,500 gallons	2.27	3.41
2,501 to 5,000 gallons	2.45	3.68
5,001 to 10,000 gallons	2.54	3.81
10,001 to 15,000 gallons	3.29	4.94
15,001 to 20,000 gallons	4.04	6.06
Over 20,000 gallons	4.79	7.19

Utility Fees Schedule (Continued)

Town Center - Water Rates

Base Charge per REU - Water \$17.00

Quantity	Water
1 to 10,000 gallons	2.71
10,001 to 15,000 gallons	3.39
15,001 to 20,000 gallons	3.71
Over 20,000 gallons	4.38

Town Center - Sewer Rates

Base Charge per REU - Sewer \$20.37

Quantity	Sewer
1 to 20,000 gallons	6.26
Over 20,000 gallons	6.62

Miscellaneous Utility Fees

Description	Rate	Fee
Utility Account Deposit*	Flat	\$125.00
Sanitation Only Account Deposit*	Flat	\$40.00
Irrigation Meter Account Deposit*	Flat	\$125.00
Fire Line Meter Account Deposit*	Flat	\$125.00
Fire Hydrant Meter Deposit*	Flat	\$650.00
Apartment Cleaning Turn on/off Fee	Per Month	Contract Needed
Administrative Fee	Per Month	\$2.35
Late Fees	% of balance	25%
Returned Check Fee	Flat	\$35.00
Suspension Fee (Reconnection) (normal hours)**	Flat	\$50.00
Reconnect Fee (after hours)***	Flat	\$100.00
Stormwater Fee	Per REU, Per Month	\$4.75
Fire Protection Fee	Per REU, Per Month	\$12.50
Sanitation Fee (1 garbage & 1 recycling cart)	Per month	\$17.50
Rollout Cart Penalty Fee	Per Cart/Per Occurrence	\$7.00

***Refundable Deposit**

****Suspension (Reconnection) fees will be charged after 8:00am on the day of cut off whether service is disconnected or not. Service will be restored within 24 hours.**

*****After hours reconnection fees are charged at a higher rate.**

Fire Line Service Charges

Fireline Size	Monthly Fee
4"	\$25.00
6"	\$40.00
8"	\$60.00
10"	\$80.00
12"	\$120.00

The fireline service charge is for services provided by Garden City but not covered under the water commodity service charges or the fire protection fee. The charge is designed to recover cost of miscellaneous services related to water system readiness to serve and infrastructure sizing required to provide fire flow relevant to the facility's fireline size.



Parks & Recreation Fees Schedule

Adopted by City Council November 18, 2019

Effective January 1, 2020

Parks & Recreation Program/Activity Fees & Facility Rental Fees

Program and Activity Fees

Description	Rate	Fee
Sport Registrations	Per Sport (resident)	\$25.00
	Per Sport (non-resident)	\$35.00
Sponsor Fees	Without Signage	\$250.00
	With Signage	\$350.00
Summer Camp	Registration	\$25.00
	Per Week (does not include field trips)	\$75.00
Swimming Lessons (8 sessions)	Per Camper	\$35.00
	Per Non-Camper	\$45.00
Gymnastics (8 sessions)	Per Participant	\$40.00

Facility Rental Fees

Description	Rate	Fee
Gym or Cooper Center Rental (Class C)	Refundable Deposit	\$100.00
	(Special Events Only)	No Charge
Gym or Cooper Center Rental (Class D)	Refundable Deposit	\$100.00
	Per Hour	\$38.00
Gym or Cooper Center Rental (Class E & F)	Refundable Deposit	\$100.00
	Per Hour	\$75.00
Gym or Cooper Center Rental (Class G)	Refundable Deposit	\$100.00
	Per Hour	\$85.00
Pool Rental (w/Gym)	Per Hour	\$38.00
Pool Rental (pool only)	Refundable Deposit	\$100.00
	Per Hour	\$38.00
Stadium Rental	Soccer	\$100.00
	Football	\$1,200.00
Sharon Park Rental	Refundable Deposit	\$100.00
	Flat Fee (up to 4 hours)	\$25.00
	Flat Fee (up to 8 hours)	\$50.00
Bazemore Park Rental	Per Field	\$50.00
	Per Field (with use of lights)	\$65.00
Bazemore Park Rental- Baseball Tournament	Refundable Deposit	\$150.00
	Per Field	\$50.00
	Per Field (with use of lights)	\$65.00
Concession Stand Rental	3 Days or Less - Flat Fee	\$200.00
	4 Days or More - Flat Fee	\$400.00
Booster Club Concession Rental		Based on Contract
Chain Baseball Field Rental		Based on Contract



Alcohol Beverage License Fees Schedule

Adopted by City Council November 18, 2019

Effective January 1, 2020

Alcohol Beverage License Fees

Description	Rate	Fee
Spirituous Liquors (Package)	Annual	\$2,722.00
Spirituous Liquors (By the Drink)	Annual	\$2,722.00
Beer and/or Malt Beverages	Annual	\$682.00
Wines	Annual	\$236.00
Advertising Cost/Processing Fee	Annual	\$75.00
Returned Check - Accounting	Each	\$35.00

Motion Picture/Photographic Production Fees Schedule

Adopted by City Council November 18, 2019

Effective January 1, 2020



Motion Picture, Television, & Photographic Production Fees

Description	Rate/Fee
Application Fee	\$25.00
Use of City Property	\$400.00 per day
Police Officer Security/Extras	\$40.00 per hour (4 hour min.)
Police Vehicle	\$50.00 per day
Firefighter	\$40.00 per hour (4 hour min.)
Fire Truck Water Tender 2,500 gallon	\$103.50 per hour (4 hour min.)
Fire Truck with a 1,250 gallon per minute pump	\$74.57 per hour (4 hour min.)
Fire Truck with a 75' ladder	\$121.00 per hour (4 hour min.)
Water Hookup, metering, water, etc.	Based on Current Rates
Public Works assistance in road closures, etc.	Based on Current Rates
Last Minute Changes and/or Requests	\$100.00



Municipal Court Fee Schedule

Adopted by City Council November 18, 2019

Effective January 1, 2020

FINE SCHEDULE	
LICENSES OFFENSES	BASE FEE/FINE
No Permit w/o License	\$300.00
No Permit on Person	\$10.00
Wrong Class of Permit	\$82.50
Expired Permit	\$82.50
Allowing Another to Operate Unlawfully (without Permit)	\$275.00
More than (1) Valid License	\$137.50
Failure to Obtain GA License (over 30 days)	\$137.50
Restrictive License	\$137.50
SPEEDING VIOLATION	
BASE FEE/FINE	
Too Fast For Conditions	\$150.00
SPEEDING	
BASE FEE/FINE	
<u>Zone 25 MPH</u>	
36-40	\$100.00
41-45	\$125.00
46-50	\$150.00
51-55	\$200.00
56-60	\$250.00
OVER 60	CT MANDATORY
<u>Zone 30 MPH</u>	
41-45	\$100.00
46-50	\$125.00
51-55	\$150.00
56-60	\$200.00
61-65	\$250.00
OVER 65	CT MANDATORY
<u>Zone 35 MPH</u>	
46-50	\$100.00
51-55	\$125.00
56-60	\$150.00
61-65	\$200.00
66-70	\$250.00
OVER 70	CT MANDATORY
<u>Zone 45 MPH</u>	
56-60	\$100.00
61-65	\$125.00
66-70	\$150.00
71-75	\$200.00
76-80	\$250.00
OVER 80	CT MANDATORY
School Zone & Construction Zones	BASE FINE DOUBLES

FINE SCHEDULE	
TRAFFIC CONTROL DEVICES	BASE FEE/FINE
Running Stop Sign	\$137.50
Running Red Light	\$137.50
Improper U-Turn	\$137.50
Disregarding Crossing Barrier	\$137.50
Disregarding Speed Barrier	\$137.50
Crossing Median	\$137.50
Failure to Obey Officer	\$150.00
Flashing Light	\$137.50
MOVING VIOLATIONS	BASE FEE/FINE
Improper Lane Usage	\$137.50
Improper Lane Change	\$137.50
Following Too Closely	\$137.50
Improper Passing	\$137.50
One-Way Street	\$137.50
Failure to Yield	\$137.50
Improper Turn	\$137.50
Cutting Corners	\$137.50
Changing Lanes or Turning w/o Reasonable Safety or No Turn Signal	\$137.50
Driving Wrong Way One Way	\$137.50
Unlawful Passing of School Bus	\$240.00
Move Over Law – LEO, EMS, FIRE	\$500.00
Move Over Law – GENERAL	\$250.00
NON-MOVING VIOLATION	BASE FEE/FINE
No Tag	\$137.50
No Rear View Mirrors	\$137.50
No Mud Flaps	\$137.50
Improper Lights	\$137.50
Improper Tag	\$137.50
Littering R/W	\$137.50
Parking in Handicap Zone	\$137.50
Impeding Flow of Traffic	\$137.50
Improper Use of Dealer Tag	\$137.50
Current Tag in Possession but Not Displayed	\$82.50
Expired Tag	\$82.50
Open Container	\$165.00
SIGNAL & LIGHT VIOLATIONS	BASE FEE/FINE
Failure to Dim	\$110.00
No Headlights	\$110.00
Headlight Out	\$110.00
No Headlight While Raining	\$110.00
Headlights Covered	\$110.00
MISCELLANEOUS VIOLATIONS	BASE FEE/FINE
Crossing Median	\$137.50
Limitations on Backing	\$137.50
Operating Vehicle w/ Headphones	\$110.00
Driving on Sidewalk	\$137.50
Excessive Volume of Radio	\$110.00
No Child Restraint Devices	\$35.00
2 ND OFFENSE	\$50.00
Parking in a No Parking Zone	\$110.00
Unsecured Load	\$137.50
Over Weight on Inner Street	\$220.00
Over Width/Length/Height	\$220.00
No Seat Belts	\$15.00
Hands Free	\$50.00
2 ND OFFENSE	\$100.00

FINE SCHEDULE	
INSURANCE VIOLATION	BASE FEE/FINE
No Proof of Insurance	\$40.00
COURT MANDATORY APPEARANCE	BASE FEE/FINE
No Insurance	CT MANDATORY
<u>Suspension Violation</u>	
1st Offense	CT MANDATORY
2nd Offence	CT MANDATORY
<u>DUI</u>	
First Offense	CT MANDATORY
Second Offense	CT MANDATORY
Third Offence	CT MANDATORY
<u>FLEEING TO ELUDE</u>	
First Offense	CT MANDATORY
Second Offence	CT MANDATORY
Third Offense	CT MANDATORY
Racing	CT MANDATORY
Laying Drag	CT MANDATORY
Vehicular Homicide	CT MANDATORY
Habitual Violator	CT MANDATORY
Reckless Driving	CT MANDATORY
Allowing Another to Operate Unlawfully (other than permit violation)	CT MANDATORY
All other Violations Not Specially Enumerated Above	CT MANDATORY
RECORDS FEE	
Administrative Fee (for collection & retrieval of documents)	TBD
Regular Copies	\$.10 cents per page
Certified/Notary	\$5.00
Incident Reports	\$.10 cents per page
Accidents Reports	\$5.00
DVD's	\$10.00

In accordance with the Georgia Open Records Act (O.C.G.A. § 50-18-70), the following policies and procedures have been implemented in the Garden City Clerk's Office.

Open Records Policy and Procedure

We will respond to your request within 3 business days after we receive your request. Possible responses to your request could include:

- *If the information is readily available and clearly public, we will provide copies of the requested documents or tell you when and where you may examine the documents;
- *If the documents cannot be produced for examination or duplication within 3 business days because they are in active use or in storage, we will tell you when and where the requested documents will be available to you;
- *If the requested information is clearly exempt from public disclosure, we will tell you which provisions of the Georgia Open Records Act (O.C.G.A. § 50-18-70) apply to your request; or
- * In the unlikely situation that it is unclear what information you are requesting; we will notify you asking you to clarify your request.
- *No public officer or agency shall be required to prepare reports, summaries, or compilations not in existence at the time of the request (O.C.G.A. § 50-18-70(d)).
- *In addition, a reasonable charge may be collected for research, retrieval, and other direct administrative costs for complying with a request (O.C.G.A. § 50-18-71(d)).
- *If the estimated cost for your request exceeds \$25, we will notify you of the estimated cost before we fill your request. We require payment in advance when the estimated cost of producing copies exceeds \$100.
- *Be advised that any administrative fee incurred during collection and retrieval of documents is due at the time of review and/or delivery of documents, regardless of the number of copies taken.



Fire Prevention & Protection

Mitigation Rates

Adopted by City Council November 18, 2019

Effective January 1, 2020

MITIGATION RATES

BASED ON PER HOUR

The mitigation rates below are average "billing levels" per hour, and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average fire department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

<u>Level 1 - \$435.00</u>	Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident. This level could include traffic control, basic hazardous material assessment, and minor debris removal.
<u>Level 2 - \$495.00</u>	Includes Level 1 services in part or in whole plus expanded hazardous material identification and control, limited victim extrication (hand tools), heavy debris removal, and light extinguishment of vehicle fire.
<u>Level 3 – CAR FIRE - \$605.00</u>	Includes Level 1 and 2 in part or in whole, plus vehicle fire, breathing apparatus, rescue tools, structure protection, and large hazardous material identification and control.
ADD-ON SERVICES	
<u>FIRST RESPONDER -\$350.00 PER INCIDENT</u>	Medical response with the use of current medical supplies carried by response apparatus. Does not apply when the ambulance arrives on scene prior to the responding apparatus.
<u>Foam- \$25.00 per gallon</u>	Foam shall be used on most car fires and shall be charged in five (5) gallon increments.
<u>Extrication- \$1,305.00</u>	Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.
<u>Creating a Landing Zone - \$400.00</u>	Includes Air Care (multi-engine company response, mutual aid, helicopter, etc.). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s). Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.
ADDITIONAL TIME ON-SCENE RATES	Engine billed at \$400 per hour. Truck billed at \$500 per hour. Tanker billed at \$300 per hour. Miscellaneous equipment billed at \$300.

HAZMAT

<u>Level 1 - \$700.00</u>	Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.
<u>Level 2 - \$2,500.00</u>	Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.
<u>Level 3 – \$5,900.00</u>	Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - each additional hour @ \$300.00 per HAZMAT team.
ADDITIONAL TIME ON-SCENE RATES (for all levels of service)	Engine billed at \$400 per hour. Truck billed at \$500 per hour. Tanker billed at \$300 per hour. Miscellaneous equipment billed at \$300

WATER INCIDENTS	
<u>Level 1</u> <i>Billed at \$400 plus \$50 per hour, per rescue person.</i>	Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level”. This occurs almost every time the fire department responds to a water incident
<u>Level 2</u> <i>Billed at \$800 plus \$50 per hour, per rescue person.</i>	Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.
<u>Level 3</u> <i>Billed at \$2,000 plus \$50 per hour per rescue person, plus \$100 per hour per HAZMAT team member.</i>	Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.
<u>Level 4</u>	Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.
<u>CHIEF RESPONSE</u> <i>Billed at \$250 per hour.</i>	This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.
<u>MISCELLANEOUS / ADDITIONAL TIME ON-SCENE RATES</u>	Engine billed at \$400 per hour. Truck billed at \$500 per hour. Miscellaneous equipment billed at \$300.
ILLEGAL FIRES	
<u>ILLEGAL FIRES</u> <i>Assignment - \$400.00 per hour, per engine / \$500.00 per hour, per truck</i>	When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. If the fire is started due to persons not following prescribed fire and life safety, building codes, and ordinances. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.
MITIGATION RATE NOTES	
The mitigation rates above are average “billing levels” <u>per hour</u> , and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.	
These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter’s basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.	

FIRE MARSHAL FEE SCHEDULE

NOTE: Fees are based on the City performing up to three reviews on plan submittals. After the 3rd review, and for all subsequent reviews, the applicant will be responsible for the fees incurred by Garden City. The applicant must pay an initial plan review fees to commence the Fire Marshall review process. The balance owed for any third-party reviews after the 3rd review must paid by the applicant prior to issuance to any City permits.

SITE PLAN REVIEW

Description	Rate	Fee
Fire Department Access, Hydrant Location, etc.	Flat	\$100.00
Two resubmittals		No Charge

BUILDING PLAN REVIEW

Description	Rate	Fee
Up to 5,000 sq. ft	Flat	\$100.00
5,001 – 10,000 sq. ft	Flat	\$125.00
10,001 – 20,000 sq. ft	Flat	\$0.010/sq. ft
Over 20,001 sq. ft.	Flat	\$0.025/sq. ft
Two Resubmittals	Flat	No Charge

FIRE SPRINKLER PERMIT & REVIEW

Description	Rate	Fee
Base Fee	Flat	\$100.00
Fire Pumps	Flat	\$75.00
0-10 Sprinkler Heads	Flat	\$75.00
11-25 Sprinkler Heads	Flat	\$125.00
26-100 Sprinkler Heads	Flat	\$175.00
101-200 Sprinkler Heads	Flat	\$250.00
201-600 Sprinkler Heads	Flat	\$325.00
Over 600 Sprinkler Heads	Flat	\$400.00
Two Resubmittals	Flat	No Charge
Working Without A Permit	The Permit fee Is Doubled	
	TBD	

FIRE ALARM SYSTEM & REVIEW

Description	Rate	Fee
Base Fee	Flat	\$100.00
Fire Alarm Control Panel	Flat	\$75.00
Annunciation Panels	Flat	\$25.00
0-10 Devices	Flat	\$75.00
11-25 Devices	Flat	\$125.00
26-100 Devices	Flat	\$175.00
101-200 Devices	Flat	\$250.00
201-600 Devices	Flat	\$325.00
Over 600 Devices	Flat	\$400.00
Two Resubmittals	Flat	No Charge
Working Without A Permit	Permit Fee Is Doubled	
	TBD	

FIRE PROTECTION SYSTEMS

Description	Rate	Fee
Commercial Hood Plan Review	Flat	\$150.00
Fire Alarm Control Panel	Flat	\$100.00
Paint Booth and Suppression Plan Review	Flat	\$200.00
Smoke Control System Plan Review	Flat	\$100.00
Access Control System Review	Flat	\$75.00

OTHER PLAN REVIEW& CONSTRUCTION PERMITS REQUIRED

Description	Rate	Fee
Above or Below Ground Tank Removal or Installation 600 Gallons or Less	Flat	\$200.00
Capacitor Energy Storage System	Flat	\$75.00
Emergency Responder Radio Coverage System	Flat	\$75.00
Food Truck Permit	Flat	\$100.00
Fireworks Sales Stand	Flat	\$500.00
Fireworks Sales Permanent Building *Operational Permit May Be Required *Other Requirements Required such as Building Review and Fire protection Review Fees	Flat	\$750.00
Gates and Barricades Across Fire Apparatus Access Road	Flat	\$50.00
Special Event Structures *Refer to Building Plan Review Fees	TBD	TBD
Pyrotechnics/Fireworks Display Permit Review *May Require Fire Dept. Standby	Flat	\$150.00
Working Without A Permit	Permit Fee Is Doubled	TBD

NEW CONSTRUCTION INSPECTIONS

Description	Rate	Fee
50% Inspection	Flat	No Charge
80% Inspection	Flat	No Charge
Final Inspection	Flat	No Charge
First Follow-up Inspection	Flat	\$100.00
Second Follow-up Inspection	Flat	\$150.00
Third and Each Additional Follow-up Inspection	Flat	\$200.00
After Hours Inspection	Flat	\$275.00

LIFE & SAFETY INSPECTIONS

Description	Rate	Fee
Annual Inspection	Flat	No Charge
First Follow-up Inspection	Flat	\$50.00
Second Follow-up Inspection	Flat	\$100.00

LIFE & FIRE SAFETY INSPECTIONS (Continued)

Description	Rate	Fee
Third and Each Additional Follow-up Inspection	Flat	\$150.00
After Hours Follow-up Inspection	Flat	\$200.00
New Tenant Inspection (Business Request) 5,000 – 15,000 sq. ft	Flat	\$100.00
New Tenant Inspection (Business Request) 15,001+ sq. ft *Follow-up Fee Inspection rates apply	Flat	\$200.00

Operational Permits (Section 105.6 IFC)

*Note: The Permit Includes Research of Materials, Inspection and Processing. Inspections may require additional inspectors and 3rd party review so all applicable fees would be incurred and payable prior to issuance of the permit. *Permit*

Description	Rate	Fee
Operational Permit base	Per Hour	\$50.00
Working Without a Permit	The Permit Fee is Doubled	TBD