

A G E N D A
City Council Meeting
Monday, April 19, 2021 – 6:00 p.m.

➤ **OPENING**

- **Call to Order**
- **Invocation:** Pastor James Witherspoon from Alpha & Omega Worship Center
- **Pledge of Allegiance**
- **Roll Call**
- **Presentation:** Mr. Jamie Corcelius with the Alee Shriners will present a plaque to the City Council in appreciation of the City allowing the Shriners to collect donations within Garden City.

➤ **FORMAL PUBLIC COMMENT – *No formal requests***

Formal Public Comment – City Council Agenda Protocol

The City of Garden City has identified this portion of the meeting to allow individuals an opportunity to formally address the City Council on issues of importance. Garden City requires that individuals who desire to formally address the City Council submit a written request form outlining the subject matter that they intend to discuss so that they can be placed on the meeting agenda. Members of the public desiring to be placed on the agenda to present or address matters to the City Council must submit a formal ***“REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA”*** form to the Office of the City Manager at least 10 days prior to the requested City Council meeting date that you wish to speak. City Council meetings are held on the first and third Monday of each month so the request must be submitted no later than 5:00 pm on the Friday which constitutes 10 days prior. The request can be done in person, regular mail, fax or e-mail and the speaker should obtain acknowledgement of the request from the City to demonstrate that the 10 day requirement has been met. The request form may be obtained from the Office of the City Manager and on the City's website www.gardencity-ga.gov. The request should state the name of the individual(s) desiring to be heard and the subject matter to be presented to City Council. Requests may be referred at the discretion of the City Manager, to appropriate staff for mediation prior to being placed on the public agenda. Please be advised the completion of a request form does not entitle the speaker to be added to the agenda.

➤ Public Hearings

- **PC2107, Rezoning Request (4877 Old Louisville Road):** Receipt of public comment on a request by Zachary Riddle to rezone 4877 Old Louisville Road from RA to I-1 for development as a truck chassis storage lot.
- **PC2108, Rezoning Request (25 Main Street):** Receipt of public comment on a request by Bharat Patel to rezone 25 Main Street from CA to C-2A(B&W) for development as a convenience store and market.
- **PC2109, Zoning Text Amendment:** Receipt of public comment on a request by Southbridge Commons, LLC for a zoning text amendment to amend Section 90-49(f)(9)(e) to prohibit sales (outdoor); to amend Section 90-49(f)(5) to add subsection (g) in order to permit storage of vehicles and vehicular sales provided that; (i) such use may not occur outdoors; (ii) no automobile repair shall be permitted as part of the uses, and (iii) no temporary signage shall be permitted.

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 April 5, 2021 Pre-agenda Session Minutes and City Council Minutes

➤ **CITY MANAGER'S REPORT**

- Monthly staff reports included with the agenda packet
- SCCPSS Intergovernmental Agreement Update

➤ **ITEMS FOR CONSIDERATION**

- **Resolution, SAFEbuilt Services Agreement:** A resolution authorizing the City of Garden City, Georgia, to enter into a professional services agreement with SAFEbuilt Georgia, LLC, to provide, on a temporary on-call basis, building inspections, plan reviews and code enforcement services for the Planning & Economic Development Department; to authorize the City Manager to execute the agreement, and for other purposes.

➤ 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



MEMORANDUM

To: Garden City Planning Commission & Board of Appeals
From: Scott Robider
CC: Ron Feldner-City Manager
Date: April, 2021
Re: PC2107: Zachary Riddle

The petitioner, Zachary Riddle, is seeking to develop a truck chassis storage yard which will be located at 4877 Old Louisville Road (PIN#6-0969-02-009). The proposed storage yard is one (1) parcel in a collection of properties formerly known as the Anderson Tract. The parcel subject to the rezoning request is the only remaining RA parcel within the collective properties as all of the additional parcels are zoned I-1. The petitioner is requesting the property be rezoned to I-1 to allow for all of the tracts to be combined for the proper operation of his chassis storage business. The surrounding properties located in the vicinity of this proposed rezoning are currently I-1 zoning classifications. The proposed request has been evaluated against the standards governing the exercise of the Board of Zoning Appeals/Planning Commission powers of Garden City which are as follows;

- 1) **Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?**
Yes. The current zoning posture of the area is a mixture of I-1, I-2 and R-2 and the proposed expansion site will be adjacent to an existing I-1 property.
- 2) **Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?**
No. The property is located within a cluster of existing properties currently zoned I-1
- 3) **Could traffic be 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?**
No. Based on the review by the City Staff the current location already has moderate daily traffic related to I-1 usages primarily in North end of Old Louisville Road and the current weight restrictions enforced on the South end of the roadway is a deterrent for commercial traffic within the residential area. The City believes that the development of this property will not create any new traffic hazards or noise other than that currently being experienced on this road.
- 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?**
No. The revised zoning to I-1 is fully compatible with the area and the proposed development will replicate existing light industrial properties within this general location.

- 5) Is there an imminent need for the rezoning and is the property likely to be used for the use requested?
Yes. The rezoning request will allow for the entire tract to be utilized for a sole business purpose.
- 6) Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?
No. The proposed rezoning and development of this property by the petitioner will improve not only the stormwater management of the area but will also remove several blighted residential structures.

(Code 1976, § 8-3028; Ord. of 1-6-86(2), § 1; Ord. No. 2017-8, § 1, 10-16-17)

City Staff Position: The City Staff have reviewed the above criteria and would recommend consideration for approval of this request.

City of Garden City Rezoning Application



Development Information

Development Name (If applicable)	
Old Louisville Road Development	
Property Address	
4877 Old Louisville Road, Savannah, Georgia 31408-2404	
Current Zoning	
RA	
Current Use	
SINGLE FAMILY RESIDENCE	
Parcel ID	
6-0969-02-009	
Proposed Water Supply	
<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	
Proposed Zoning	
I1	
Proposed Use	
TRUCK LOT	
Total Site Acreage	
5.542	
Proposed Sewage Disposal	
<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	
Describe the current use of the property you wish to rezone, including property characteristics (developed, wooded, cleared, etc.)	
Single Family residence with 90% woods	
Describe the use that you propose to make of the land after rezoning	
Once rezoning is completed the owner intends to recombine parcels 6-0969-02-009, 10 and 11 into one parcel of approximately 12.84 acres that would be developed as a truck chassis storage lot.	
Describe the uses of the other property in the vicinity of the property you wish to rezone	
Surrounding properties are zoned I-1 as shown on attached exhibit.	
Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property	
The portion of Old Louisville Road that lies in close proximity to Dean Forest Road is currently being utilized by industrial users and chassis storage areas. Rezoning will allow for similar use as existing adjacent parcels.	
Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools? Describe the proposed access.	
The construction of a truck lot would not have any impact on the sewer or water systems nor would it impact schools.	
Traffic is expected to access site from Dean Forest Rd and would not significantly increase trips over existing.	
Please provide any additional information that you deem relevant.	

City of Garden City Rezoning Application



Applicant Information

Owner	
Name	Address
Zachary Riddle - 4885 Old Louisville Road, LLC	528 East 45th Street, Savannah, GA., 31405
Phone	Email
912.220.5144	zach@realtimecap.com

Nature of Ownership Interest

Is the Owner an: Individual Partnership Sole Proprietor Firm Corporation Association

Note: If a corporation, submit a list of officers, directors & major stockholders with name, address and title.

If a partnership: Submit list of all partners with name, address and title.

Engineer/Surveyor	<input checked="" type="checkbox"/> Same as authorized agent	<input type="checkbox"/> Check here to receive staff review comments via email
Company Name	Contact (Individual Name)	
Thomas and Hutton	Felipe Toledo	
Phone	Email	
(912) 721-4090 / (832) 817-3510	toledo.f@tandh.com	

Authorized Agent (Requires Authorized Agent Form)

Company Name	Contact (Individual Name)	Check here to receive staff review comments via email
Thomas and Hutton	Felipe Toledo	<input type="checkbox"/>
Phone	Email	
912) 721-4090 / (832) 817-3510	toledo.f@tandh.com	

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
--------------------------------	--------------------------------------

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.

Zachary Riddle
Print Name

Zachary Riddle
Signature

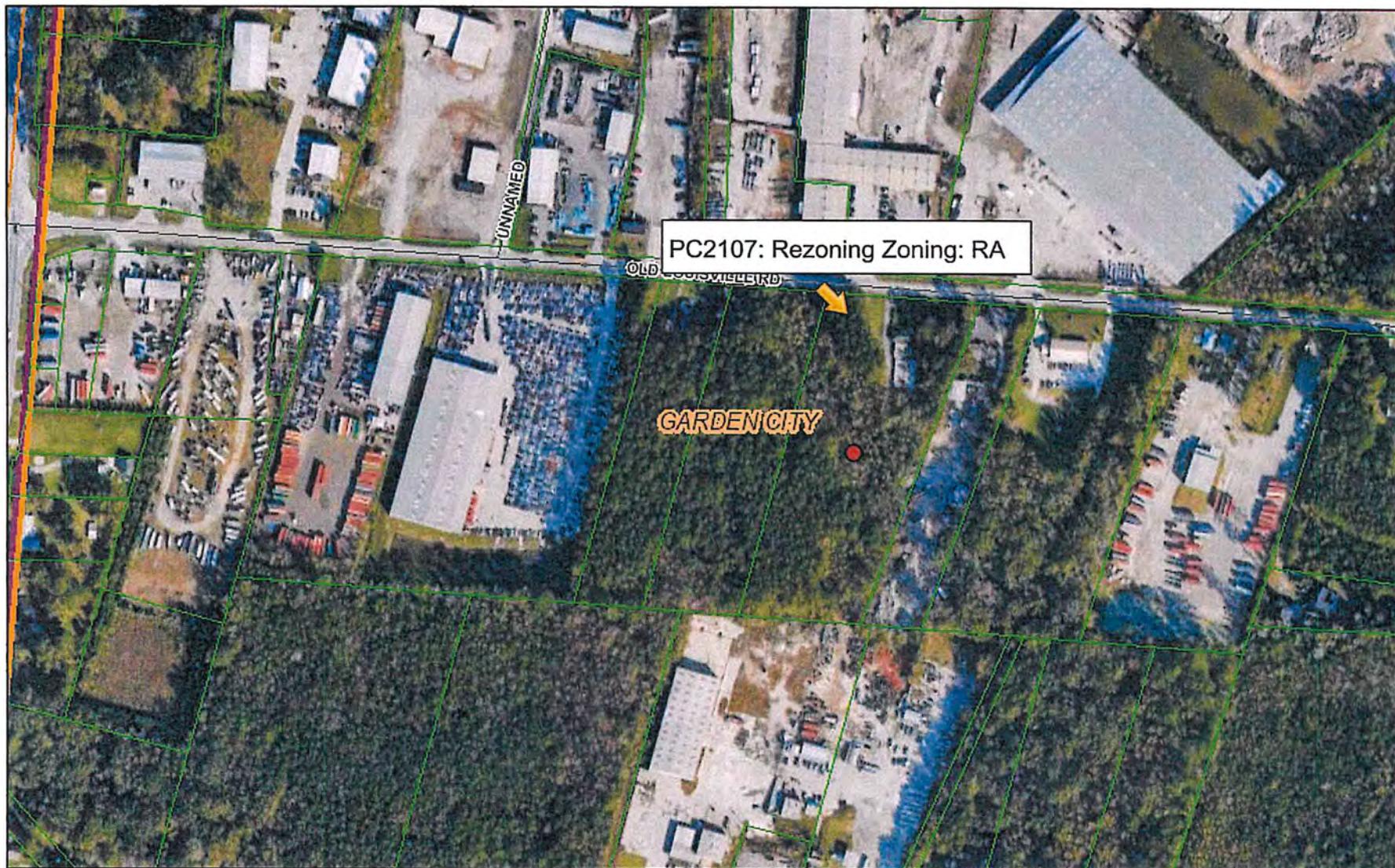
Digitally signed by Zachary Riddle
Date: 2021.02.22 15:07:12 -05'00'

2/22/2021
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	PC2107

(81) *Truck terminal: I-1, I-2.*

Parcel 60969 02009



4/9/2021, 11:01:21 AM

Local Roads Interstate
Major Roads Local Roads
Parkways Major Roads

Parkways Municipal Boundary
Interstate POOLER
BLOOMINGDALE
GARDEN CITY
PORT WENTWORTH
SAVANNAH

1:4,514

0 0.03 0.07 0.13 mi
0 0.05 0.1 0.2 km

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SAGIS
SAGIS | Google Inc |

Parcel 60969 02009



4/9/2021, 11:04:32 AM

Chatham County Parcels

Zoning Classifications

C-2A = Heavy Commercial with Alcoholic Sales

I-1 = Industrial

I-2 = Industrial

R-2 = Residential

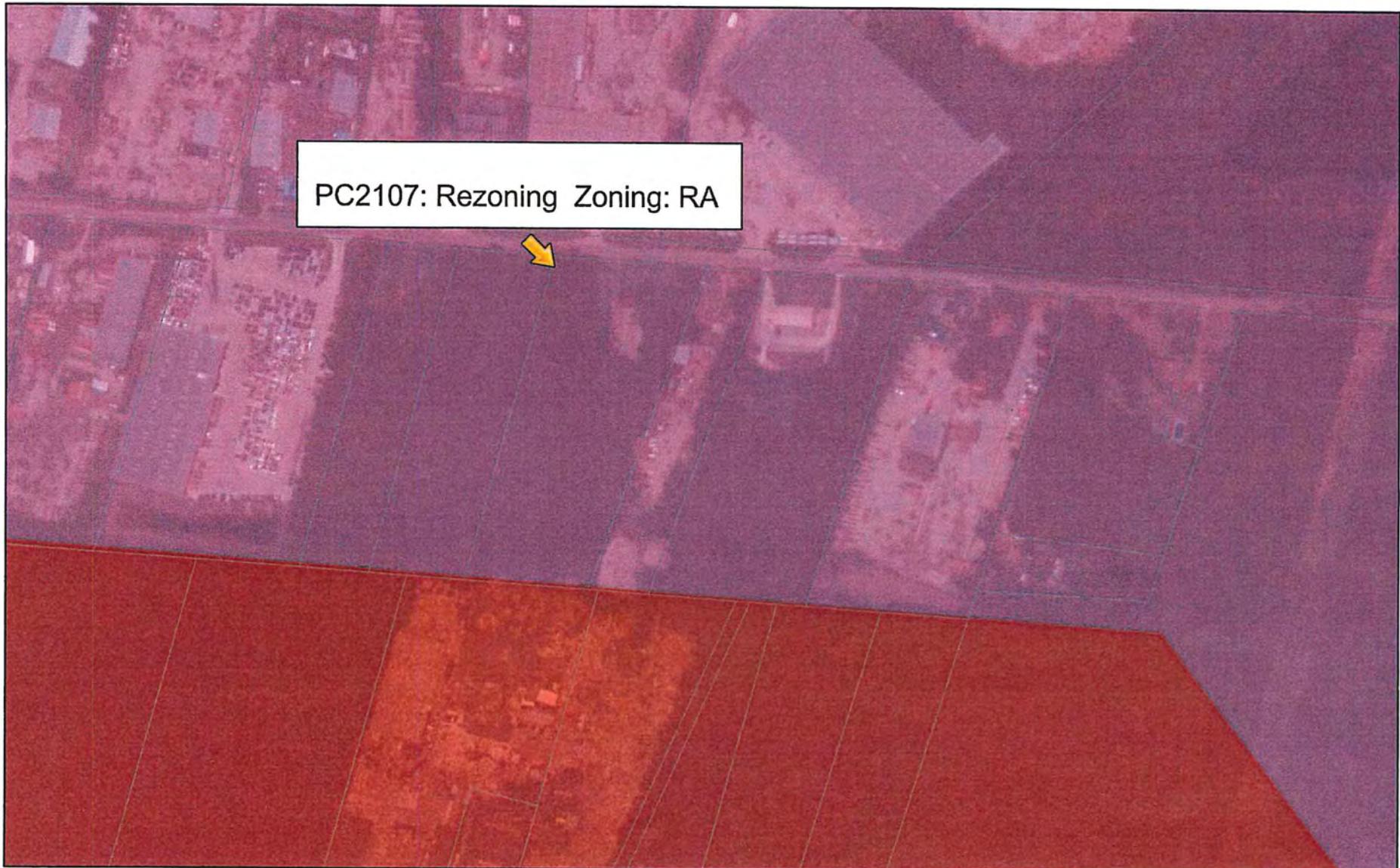
1:4,514

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0 0.05 0.1 0.2 km

Esri, HERE, Garmin, iPC, Maxar

Geo Rec
Esri, HERE, Garmin, iPC | Maxar |

Parcel 60969 02009



4/9/2021, 10:57:36 AM

Chatham County Parcels Future Land Use Industrial
 Commercial Garden City Limits

1:4,514
0 0.03 0.07 0.13 mi
0 0.05 0.1 0.2 km

Esri, HERE, Garmin, iPC, Maxar

Geo Rec
Maxar | Esri, HERE, Garmin, iPC |



MEMORANDUM

To: Garden City Planning Commission & Board of Appeals
From: Scott Robider
CC: Ron Feldner-City Manager
Date: April 17, 2021
Re: PC2108: Bharat Patel – 25 Main Street

The petitioner, Bharat Patel, is seeking to develop a convenience store and market which will be located at 25 Main Street (PIN#6-0004-01-009). The proposed convenience store is located adjacent to the Savannah Inn formerly known as the American Inn. The parcel subject to the rezoning request is currently classified as C-1 and the petitioner is seeking to rezone to C-2A(B&W) for the purposes of operating a convenience store which sells alcoholic beverages. The surrounding properties located in the vicinity of this proposed rezoning are currently R-1, C-1, I-1 zoning classifications. The proposed request has been evaluated against the standards governing the exercise of the Board of Zoning Appeals/Planning Commission powers of Garden City which are as follows;

- 1) **Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?**
Yes. The current zoning posture of the area is a mixture of C-1, I-1, I-2 and R-2 and the proposed store site will be adjacent to an existing C-1 property.
- 2) **Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?**
No. The property is located within a cluster of existing properties currently zoned C-1
- 3) **Could traffic be 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?**
No. Based on the review by the City Staff the current location already has moderate daily traffic related to C-1 and I-1 usages. The City believes that the development of this property will not create any new traffic hazards or noise other than that currently being experienced on this road.
- 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?**
No. The revised zoning to C-2A (B&W) is acceptable with the area and the proposed development will conform with other existing C-2A (B&W) properties within this general proximity.

- 5) Is there an imminent need for the rezoning and is the property likely to be used for the use requested?
Yes. The rezoning request will allow for parcel to be utilized for a sole business purpose which is the operation of a convenience store and market.
- 6) Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?
No. The proposed rezoning and development of this property by the petitioner within the guidelines of the authorized use will not have an adverse impact.

(Code 1976, § 8-3028; Ord. of 1-6-86(2), § 1; Ord. No. 2017-8, § 1, 10-16-17)

City Staff Position: The City Staff have reviewed the above criteria and would recommend consideration for approval of this request.

City of Garden City Rezoning Application



Development Information

Development Name (if applicable)

Belle's Market

Property Address

25 Main St, Garden City, GA 31402

Current Zoning

C 1

Proposed Zoning

C-2A(B&W)

Current Use

commercial plaza/empty convenience store

Parcel ID

Total Site Acreage

Proposed Water Supply

Public Private

Proposed Sewage Disposal

Public Private

Describe the current use of the property you wish to rezone, including property characteristics (developed, wooded, cleared, etc.)

Developed, brick cleared land & stand alone building

Describe the use that you propose to make of the land after rezoning

convenience store/market with parking

Describe the uses of the other property in the vicinity of the property you wish to rezone

motel

Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property

extended stay motel

Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools? Describe the proposed access.

From Route 25 / Main St entrance to c-store parking

Please provide any additional information that you deem relevant.

We own Savannah Inn & Suites next to this c-store and we need for our guest(s) to have quick food & snack options. Also port admin building next door & neighborhood asked for a clean & nice market.

City of Garden City Rezoning Application



Applicant Information

Owner

Name	Address
Bharat Patel	21 Main St, Garden City, GA 31408
Phone	Email
912-220-9094	bharat.patel@msn.com bharat.patel@gmail.com

Nature of Ownership Interest

Is the Owner an: Individual Partnership Sole Proprietor Firm Corporation Association

Note: If a corporation, submit a list of officers, directors & major stockholders with name, address and title.

If a partnership: Submit list of all partners with name, address and title.

Engineer/Surveyor Same as authorized agent Check here to receive staff review comments via email

Company Name	Contact (Individual Name)
Phone	Email

Authorized Agent (Requires Authorized Agent Form) Check here to receive staff review comments via email

Company Name	Contact (Individual Name)
Phone	Email

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

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.

Bharat Patel
Print Name

Sam Patel
Signature

2-26-21
Date

OFFICE USE ONLY		
Received By	Date Received	Case-Number
<input type="checkbox"/> Electronic <input type="checkbox"/> Paper <input type="checkbox"/> Both	3-1-2021	PC2108
Submittal Format	Fee Amount Paid	Invoice Number

Parcel 60004 01009



4/9/2021, 11:26:29 AM

1:2,257

— Local Roads — Interstate

Parkways Municipal Boundary

 POOLER

— Major Roads

Local Roads

Interstate

 BLOOMINGDALE

PORT WENTWORTH

— Parkways

Major Roads

GARDEN CITY

SAVANNAH

A number line representing distance. The scale is marked from 0 to 0.1 km. Major tick marks are labeled at 0, 0.01, 0.03, and 0.06 mi. The distance between 0.01 and 0.03 is explicitly labeled as 0.02 mi.

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Parcel 60969 02009



4/9/2021, 11:22:20 AM

Chatham County Parcels

I-1 = Industrial

Garden City Limits

Zoning Classifications

R-1 = Residential

C-1 = Light Commercial

R-I-N = Institutional

1:2,257

0 0.01 0.03 0.06 mi
0 0.03 0.05 0.1 km

Maxar, Microsoft, Esri, HERE, Garmin, iPC

Geo Rec

Maxar, Microsoft | Esri, HERE, Garmin, iPC |

Parcel 60969 02009



4/9/2021, 11:23:58 AM

Chatham County Parcels Future Land Use Industrial

Residential

Garden City Limits

Commercial

1:2,257

0 0.01 0.03 0.06 mi
0 0.03 0.05 0.1 km

Maxar, Microsoft, Esri, HERE, Garmin, iPC

Geo Rec

Maxar, Microsoft | Esri, HERE, Garmin, iPC |

(50) *Food stores, meat markets, bakery products, dairy products, produce and confectionery shops and stores of a similar nature: C-1, C-2, C-2A, C-2A(B & W), I-1(B), M.*

(90a) *Sale of alcoholic beverages limited to malt beverages and wine only, whether or not incidental to other principal retail uses: C-2A and C-2A(B & W), M.*



MEMORANDUM

To: Garden City Planning Commission & Board of Appeals
From: Scott Robider
CC: Ron Feldner
Date: April 16, 2021
Re: PC2109: Text Amendment - Southbridge Commons, LLC.

The Principals for Southbridge Commons LLC, have presented a conceptual plan to the City Staff for the purpose of renovating and utilizing the former Food Lion building as an exotic car museum which will also include indoor storage/warehousing of other collectible vehicles. In addition to this use, the petitioners also propose to utilize a portion of the building as a special events venue. The building, located at 1446 Dean Forest Road (PIN#6-0989-01-071) is zoned for Mix-Use which would allow the location to be utilized for the proposed car museum and the special events venue.

However, as a result of a portion of the building being designated for the sole purposes of indoor vehicle storage/warehousing the current City Ordinance, Section 90-49(f)(9)(e) and Section 90-49(f)(5) are required to be amended in conjunction with additional subsections being added in order to permit this use. The proposed revision summary is as follows;

- **Sec.90-49(f)(9) The following retail or office uses are expressly prohibited:**
(e) *Gas stations, automobile service stations, car washes, junk yards, vehicular sales*
Amendment: *To prohibit vehicular sales outdoor*
- **Sec.90-49(5)(f) Retail functions, including the following uses:**
Amendment: *Add the following subsections;*
(g) *in order to permit storage of vehicles and vehicular sales provided that;*
(i) *such use may not occur outdoors;*
(ii) *no automobile repair shall be permitted as part of the uses*
(iii) *no temporary signage shall be permitted*

City Staff Position: The City staff request consideration for **approval** of this Text Amendment in order to facilitate the requested use presented by the petitioners.

The Planning Commission's approval of the site plan only constitutes the initial step in the overall process and additional requirements still must be met prior to commencement of any construction activities. The Petitioner should note that final approval of the site plan will require City staff approval of the detailed engineering plans for the project through the City's standard process and a Land Disturbance Activity (LDA) Permit must be issued prior to construction. The Petitioner should also note that final approval of the site architectural plans will require City staff approval via its standard process and a building permit must be issued before vertical construction shall commence.

City of Garden City – Zoning Text Amendment Application



Development Information (If applicable)

Development Name

Southbridge Commons

Property Address

1446 Dean Forest Road, Garden City

Current Zoning	Proposed Zoning
M	M
Current Use	Proposed Use
mixed-use shopping center	mixed-use shopping center
Parcel ID	Total Site Acreage
6098901071	3.75 acres
Proposed Water Supply	Proposed Sewage Disposal
<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private

Zoning Classification Alteration Request

District/Classification: M

Code Section: 90-49

Specific Request:

To amend Sec. 90-49(f)(9)(e) - to prohibit vehicular sales (outdoor); To amend Sec. 90-49(f)(5) to add subsection (g) in order to permit storage of vehicles and vehicular sales provided that: (i) such use may not occur outdoors; (ii) no automobile repair shall be permitted as part of the use; and (iii) no temporary signage shall be permitted.

Justification for Request:

To permit vehicle storage of luxury and collectible automobiles in a climate-controlled and secure environment and to permit the limited sale of luxury and collectible automobiles. The use will be limited to ensure that the use is in keeping with neighborhood standards - the on-site repairs of automobiles, outdoor storage and sale, and the use of temporary signage shall each be prohibited.

Please provide any additional information that you deem relevant.

Adoption of the text amendment will spur the revitalization of the Southbridge Commons Shopping Center.

City of Garden City – Zoning Text Amendment Application



Applicant Information

Applicant	
Name	Address
Southbridge Commons, LLC	1446 Dean Forest Road, Garden City
Phone	Email
912-353-9090	alexsalgueiro@aol.com with a copy to jyellin@huntermaclean.com
Engineer/Surveyor	<input type="checkbox"/> Same as authorized agent
Company Name	<input type="checkbox"/> Check here to receive staff review comments via email
Kern & Co., LLC	Contact (Individual Name)
Phone	Email
912-354-8400	jkern@kernengineering.com
Authorized Agent (Requires Authorized Agent Form)	<input type="checkbox"/> Check here to receive staff review comments via email
Company Name	Contact (Individual Name)
HunterMaclean	Joshua Yellin
Phone	Email
912-484-5955	jyellin@huntermaclean.com

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.

Alex Salgueiro

Print Name

Signature

3-23-21

Date

OFFICE USE ONLY			
Received By	Date Received	Case Number	PC2109
Submittal Format <input type="checkbox"/> Electronic <input type="checkbox"/> Paper <input type="checkbox"/> Both	Fee Amount Paid	Invoice Number	

ORDINANCE 2021-

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF GARDEN CITY, GEORGIA, AS AMENDED, BY AMENDING CHAPTER 90, ARTICLE II THEREOF, TO ADD THE INSIDE RETAIL STORAGE AND SALE OF MOTOR VEHICLES TO THE PERMITTED USES LISTED IN CODE SECTION 90-47(b) WHICH USE SHALL BE PERMITTED IN "C-2", "C-2A", "C-2A (B&W)" and "M" 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 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 as Paragraph ____ of the uses listed therein:

"(____) Inside Retail Storage and/or Sale of Motor Vehicles - C-2, C-2A, C-2A(B&W), & M

(a) Provided that all sale and/or storage activities are restricted to within an enclosed building;

(b) Provided, further, that there shall be no repair work performed as part of such use;

(c) Provided, further, that no temporary signage as defined in Garden City Code Section 90-5 shall be permitted; and,

(d) Provided, further, that a site plan shall be submitted to and approved by the Planning Commission under the provisions of Garden City Code Section 90-48."

Section 2. Chapter 90, Article II, Section 90-49(f)(5), of the Code of Ordinances of Garden City, Georgia, as amended, entitled "Mixed Use Districts; Permitted Uses; Retail Functions" shall be amended by adding the following paragraph (g):

"(g) indoor retail sale and/or storage of motor vehicles provided that:

1. All sale and/or storage activities are restricted to within an enclosed

building;

2. There shall be no repair work performed as part of such use;
3. No temporary signage as defined in Garden City Code Section 90-5 shall be permitted; and,
4. A site plan shall be submitted to and approved by the Planning Commission under the provisions of Garden City Code Section 90-48."

Section 3. Chapter 90, Article II, Section 49(f)(9), of the Code of Ordinances of Garden City, Georgia, as amended, entitled "Mixed Use Districts; Permitted Uses; Retail Functions; Prohibited Uses" shall be amended by deleting paragraph (e) which prohibits all vehicular sales, and replacing it with the following paragraph (e) which prohibits just outdoor vehicular sales:

"(e) Gas stations, automobile service stations, car washes, junk yards, and outdoor vehicular sales."

Section 4. This ordinance shall become effective on the date of passage.

Section 5. All ordinances or parts of ordinances in conflict therewith are hereby repealed.

ADOPTED this _____ day of May, 2021.

Rhonda Ferrell-Bowles
Clerk of Council

RECEIVED AND APPROVED this the _____ day of May, 2021.

Don Bethune
Mayor

Read first time:

Read second time and approved:

M I N U T E S

City Council Meeting Monday, April 5, 2021 – 6:00 p.m.

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

Opening: Minister Wilma Garing from the Good Shepherd Lutheran Church gave the invocation and Mayor Bethune led City Council in the pledge of allegiance to the flag.

Roll Call

Council Members: Mayor Don Bethune, Councilmember Marcia Daniel, Councilmember Richard Lassiter, Jr., Councilmember Natalyn Morris, Councilmember Debbi Ruiz and Councilmember Kim Tice. Absent: Mayor Pro-tem Bessie Kicklighter. Mayor Bethune stated that Mayor Pro-tem Kicklighter could not be here tonight.

Staff Members: Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Scott Robider, Assistant City Manager; Fire Chief Corbin Medeiros; Captain Richard Hood, GCPD; and Ben Brengman, IT Director.

City Council Minutes: Councilmember Tice made a motion to approve the March 15, 2021 pre-agenda session minutes, city council meeting minutes, and the closed executive session minutes. The motion was seconded by Councilmember Daniel and passed without opposition.

City Manager's Report: City Manager reported that he had no updates or announcements.

Items for Consideration

Resolution, Property Subdivision Preliminary Plan (0 Travis Field Road): Clerk of Council read the heading of a resolution of the Mayor and Council of Garden City, Georgia, approving the preliminary plan for the subdivision of a 72.81-acre tract located at 0 Travis Field Road into seven proposed lots owned by CenterPoint Kahn Garden City LLC.

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

Garden City / SCCPSS Intergovernmental Agreement (IGA): Clerk of Council read the heading of a resolution authorizing the Mayor and Council of Garden City, Georgia, to enter into an intergovernmental agreement with the Board of Public Education for the City of Savannah and County of Chatham to facilitate, through the City's contribution of land, services, and cooperation, the redevelopment of the Board's Groves High School Facility located on Priscilla D. Thomas Way to a multi-school campus consisting of a K-8 Facility, Highschool, stadium and athletic fields; to authorize the City Manager to execute the agreement; to provide an effective date; and for other purposes.

Councilmember Lassiter made a motion to table the Garden City / SCCPSS Intergovernmental Agreement Resolution to allow City Council to have more time to review the information. Mayor Bethune asked if there was a second. Hearing no second, Mayor Bethune stated that the motion failed.

City Manager stated that the key provisions of the IGA was summarized in the two-page memorandum included with the agreement.

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

Informal Public Comment: Mayor Bethune opened the floor to receive public comment. He stated that Mr. Hodges signed up to address City Council.

Mr. Leonard Hodges, Old Louisville Road, expressed concerns about motorist speeding on Heidt Avenue and Old Louisville Road and asked for the Police to pay more attention to the area.

Mayor Bethune asked the City Manager to have the Chief of Police look into Mr. Hodges concerns.

There being no further speakers, Mayor Bethune closed the informal public comment portion of the meeting.

Adjournment: There being no further items to discuss, Mayor Bethune called for a motion to adjourn the meeting. Councilmember Morris made a motion to adjourn the meeting at approximately 6:19 p.m. The motion was seconded by Councilmember Tice and passed without opposition.

Transcribed & submitted by: Clerk of Council

Accepted & approved by: City Council 4/19/21

SYNOPSIS

Pre-Agenda Session
Monday, April 5, 2021 – 5:30 p.m.

Call to Order: Mayor Bethune called the meeting to order.

Attendees

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

Staff Members: Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Scott Robider, Assistant City Manager; Fire Chief Corbin Medeiros; Captain Richard Hood, GCPD; and Ben Brengman, IT Director.

City Manager gave an overview of the city council agenda items.

Garden City / SCCPSS Intergovernmental Agreement: City Attorney talked about the open meeting act procedures pertaining to the sale of property. Mayor Bethune stated that he felt the discussion could be done in open session since everyone seems to be on board. City Council agreed that no executive session would be needed.

A discussion ensued between City Council and staff pertaining to the trains blocking the crossings on Big Hill Road, Priscilla D. Thomas Way, Highway 21, and Main Street for an extended period of time. Mayor Bethune stated that we have a zoom call tomorrow morning with the railroad to discuss the issue.

There being no further items to discuss, Mayor Bethune and City Council adjourned the pre-agenda session at approximately 6:47 p.m.

*Transcribed & submitted by: Clerk of Council
Accepted & approved by: City Council 4/19/21*

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

TO: THE HONORABLE MAYOR AND CITY COUNCIL **DATE: April 13, 2021**

SUBJECT: Human Resources Department Report for March 2021

Report in Brief

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

Prepared by: Pamela L. Sweeney

Title: Human Resources Director

Reviewed by: _____

Title _____

Human Resources Department / March Month-End Report

Recruitment/Positions Filled

In addition to the continuous recruitment for Police Officers, Police Officer Recruits and Part-time Firefighters, the City has job opportunities for: a Heavy Equipment Operator, a Water Repair Technician, 2 Public Works Technicians, a Water Operations Supervisor, and both a full-time and/or a part-time Building Inspector.

New Hires

The City welcomed one full-time employee during the month of March: Spencer Semple, a Police Recruit.

Promotions/Milestones

March Promotions: Lindsey Tally was promoted to Captain and Stephen Wilson was promoted to Corporal.

Employment Terminations

There were three (3) separations from employment: three (3) involuntary separations from the Fire Department.

City Employment

The City ended the month with 99 full-time employees.

The chart below illustrates the percentage distribution by department of both full- and part-time employees.

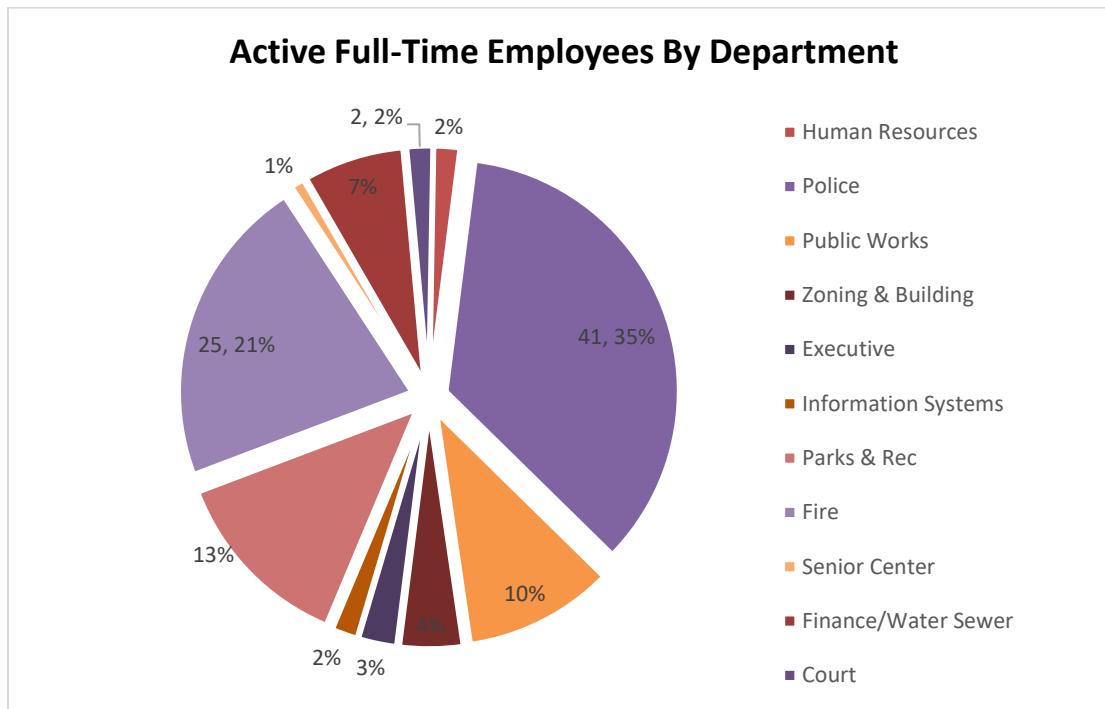


FIGURE 1 NOTE: 2021 TOTAL COUNCIL APPROVED/BUDGETED POSITIONS IS

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: **116**

FULL TIME ONLY: **99**

CONTRACTOR/TEMP: **0**

PART TIME/SEASONAL: **7**

PART-TIME/CASUAL: **10**

Details as to the status of all City employees beginning with January 1, 2021 through the current date, is included as an attachment.

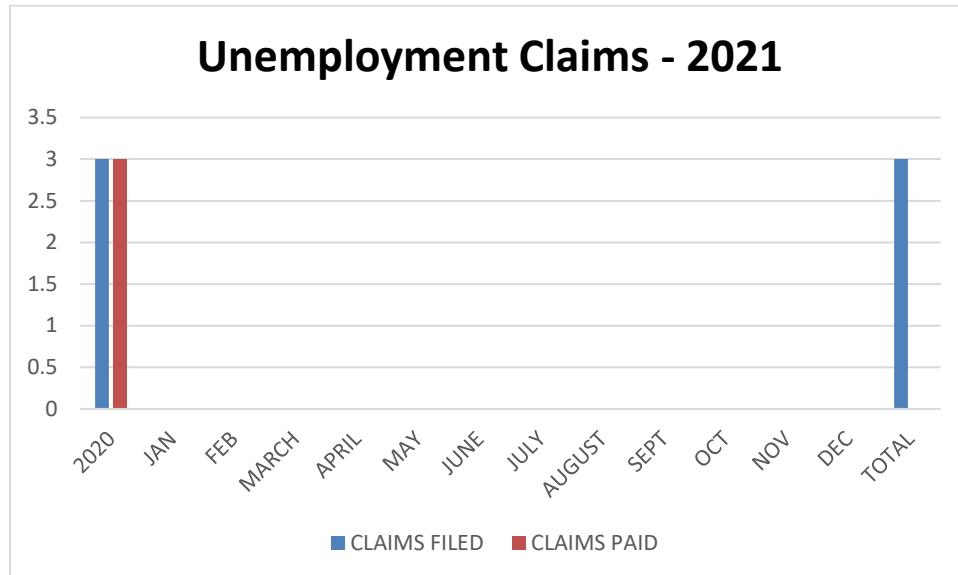
Employee Turnover Data Per Month

- **January 3%**
- **February 3%**
- **March 3%**
- **April %**
- **May %**
- **June %**
- **July %**
- **Aug %**
- **Sept %**
- **Oct. %**
- **November %**
- **December %**

The graph below illustrates turnover in full time positions for current year 2021 compared to turnover occurring in the previous year, 2020.

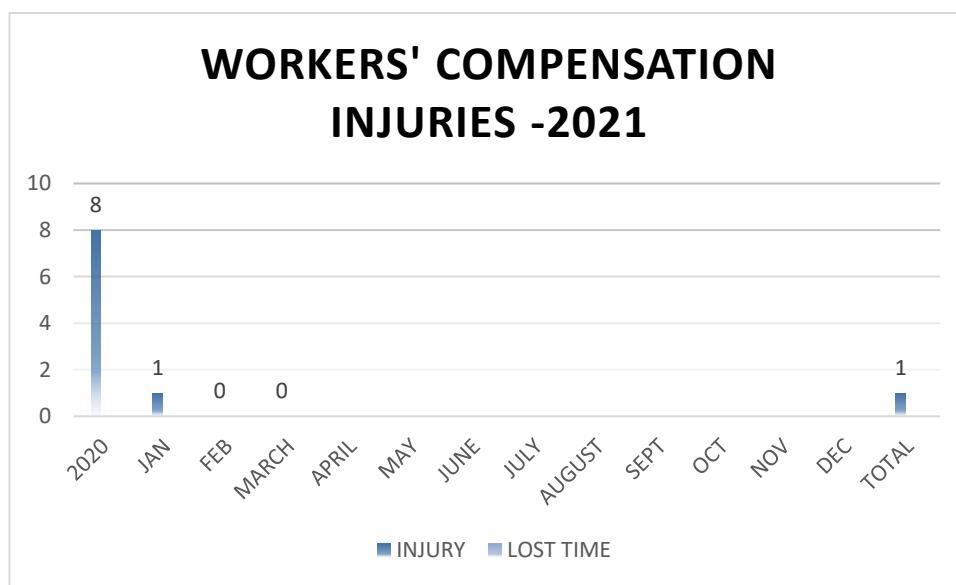


Unemployment Claims: No unemployment claims were received during the month of March.



Workers' Compensation

There were zero (0) workers' compensation accidents during the month of March.



GARDEN CITY PERSONNEL DATA

New Hires – 2021

Job Title	Hire Date
Police Recruit – 2	1/5/2021
Police Recruit	3/3/2021

Separations – 2021

Job Title	Separation Date
Police Officer	1/14/2021
Deputy Fire Marshall	1/20/2021
Building Inspector (Part-time)	1/27/2021
Building Inspector	2/03/2021
Firefighter (Part-time)	2/10/2021
Firefighter (Part-time)	2/10/2021
Firefighter (Part-time) - 2	3/18/2021
Firefighter	3/31/2021

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 4/19/2021
SUBJECT: *Technology Department Report for the Month of March 2021*

Report in Brief

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

Prepared by: Benjamin Brengman
Title Director of Information Technology

Reviewed by: _____
Title _____

Attachment(s)

Technology Report

- Rewired main server room.
- Performed updates on firewall and servers.
- Updated the exchange server.
- Deployed four laptops.
- Began the process of upgrading the audio-visual project in the council chambers and conference room.

Social Media

- Currently we have 1289 followers on Facebook and 494 followers on twitter.
- Please visit our website for the latest on COVID-19.

Building Maintenance

- Repaired the gate in the Police department parking lot.
- Replaced ballast in the police garage.

REPORT TO MAYOR AND CITY COUNCIL**AGENDAITEM***Parks& Recreation*

TO: THE HONORABLE MAYOR AND CITY COUNCIL **DATE:** April 14th 2021

SUBJECT: *Parks & Recreation 2021 March 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. Garden City Parks and Recreation Department March report. 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.

The operations detail contained in this report is for the Month of March 2021 and all related information is current as of April 13, 2020.

Prepared by: Cliff Ducey
Title Parks & Recreation Director

Reviewed by: _____
Title _____

Attachment(s)

**Parks & Recreation Department
Status Report
Summary - March 2021**

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

Currently the Garden City Senior Center temporarily closed to the public due to the COVID-19 Pandemic. Our Garden City Senior Center will reopen on May 3rd.

Adult Programs

Senior Center – reopens on May 3rd

- 1. The Garden City Senior Center staff prepares and delivers 58 goodie bags to Garden City 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.
-

Looking ahead >>>The Garden City Senior will open Monday May 3rd. The first week (May 3, - May 7) we will not provide lunch; However, we will have snacks available.

Youth Programs

Cooper Center—Building closed to the Public at this time

The Parks and Recreation Department started a year-round Kids Café at the Cooper Center for school age kids. We provide a free Breakfast and lunch

Monday through Friday 11am 12noon (average 35 meals per day Grab and Go boxes only).

Sports Programs/Activities

During the month of March, 201 Youths participated in Garden City's Youth Sport Programs.

- Basketball -122
- Gymnastics - 20
- Baseball – 45
- T-Ball - 14

- ***4 Garden City Basketball teams advanced to the state tournament of Georgia Recreation and Parks Association and 2 of our Teams (10u Boys & 14u Girls) finished 2nd in the state.***

- Upcoming Sports Programs/Events

Summer Day Camp ("Camp Eagle")

*Summer Day Camp for Ages 6-12
Garden City Parks and Recreation Department*

May 24th – July 30th

Swimming, Archery, Team Sports, Field Trips, Arts & Crafts, Songs & Skits, Games and More!
Swim Lesson Available

Age Groups

6-8 - Lions

9-10 - Tigers

11-12 - Bears \$25.00 Registration Fee

\$75.00 Week/ One Child (Per Child)

\$65.00 Week/ Two children (Per Child)

\$55.00 Week/Three or More Children (Per Child)

\$25.00 Daily Rate (Per Child)

Camp Monday-Friday

Drop Off 7am-9am

Camp Activities 9am-4pm

Pick Up 4pm-6pm

Camp Held at Garden City Gym

160B. Priscilla D. Thomas Way 966-7788

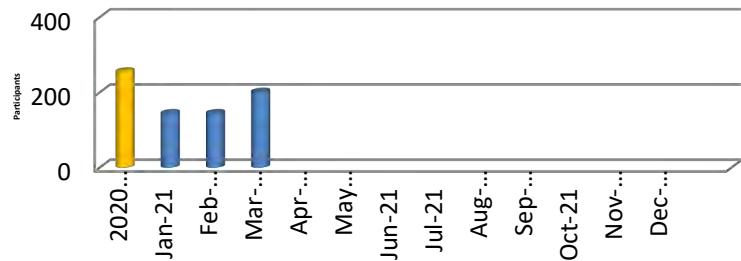
- **Camp Eagle Registration**

Register at Garden City Gym Monday –Friday 8:30am – 5pm (Check, Money Order, Credit/ Debit Card only)

Space is limited

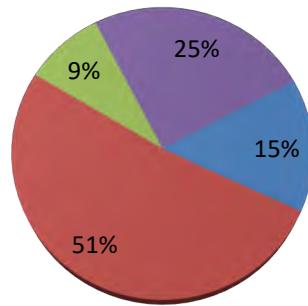
The graphs below are visual summaries of the number of participants in Garden City's Recreation Programs/Activities.

Recreation Programs/Activities Participation Summary March 2021



March Participation

■ kids café' ■ Basketball ■ Gymnastics ■ Baseball/Tball



Park Maintenance:

We are in the growing season!

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

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 14, 2021

SUBJECT: *Planning and Economic Development 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 March and all related information is current as of April 1, 2021.

Prepared by: Tonya Roper
Title Staff

Reviewed by: Scott Robider
Title Assistant City Manager

Attachment(s)

- Permits Issued (By Work Class)
- Scheduled Inspections
- Planning Commission Minutes
- Code Enforcement Activity Report

Planning and Economic Development Department

Monthly Status Report

Summary – March 2021

Permits

There were 33 permits issued during March 2021. *They included:*

New Construction Building Permits

- Please see attached sheet for listing of permits

Renovation/Expansion Building Permits

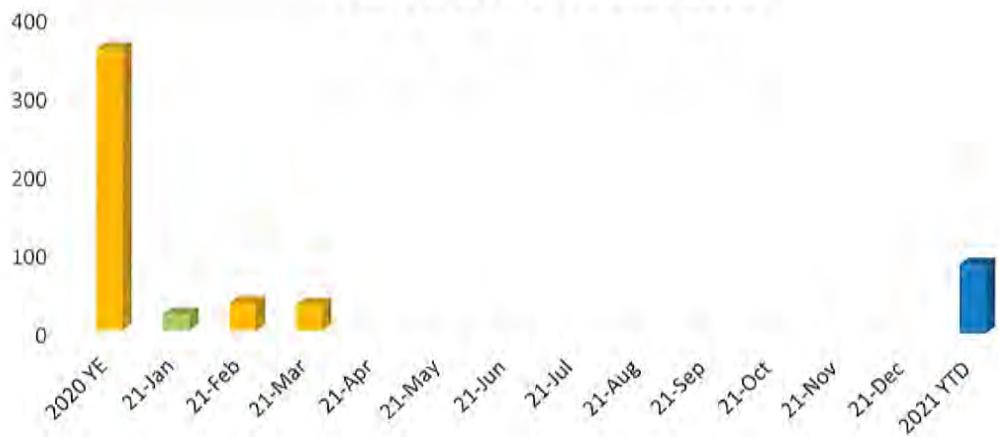
- Please see attached sheet for listing of permits

Miscellaneous Permits

- Please see attached sheet for listing of permits

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

Permits Summary
Year End 2020 - March 2021



	<u>Number of Permits</u>
2020 Year End	358
Jan-21	20
Feb-21	35
Mar-21	33
Apr-21	
May-21	
Jun-21	
Jul-21	
Aug-21	
Sep-21	
Oct-21	
Nov-21	
Dec-21	
2021 YTD	88

Inspections

Inspections scheduled during the month included:

- 14 Business License
- 26 Mechanical/Electrical/Plumbing
- 39 Building
- 13 Site (Property/Development/Preliminary/Demolition)

Code Enforcement Activity

- 44 Courtesy Notice of Violations Issued
- 23 Signs
- 0 Citations
- 0 Sanitation Citations
- 51 Re-Inspections
- 39 Cases Closed (Compliance or Dismissed)
- 32 Vehicles Tagged Derelict or tagged for tow
- 7 Vehicles Towed
- 16 Vehicles Move by Owner or brought into compliance
- 12 Court Citations
- 22 Miscellaneous Inspections (Checking zoning, business license, permits)
- 2 Housing codes
- 2 Direct Fines (Penalties added to Utility Bills - \$2158.00)
- 0 Cease and Desist orders obtained
- 0 Properties that the City worked on (including cutting, cleaning, securing) and billed
- 0 Code Enforcement condemnations (placards posted – including unfit, unsecure, unsafe)

Permits Issued (By Work Class)

Permits Issued From Monday, March 1, 2021 through Wednesday, March 31, 2021

Permit	Location Address	Issued	App Date	Valuation	Square Feet	Parcel Number
Commercial Permit Complete Structure for C.O.						
COM-3-21-5643	AUGUSTA RD 004604	03/19/2021	02/16/2021	700,000.00	850	6-0013 -04-016
Totals For Commercial Permit Complete Structure for C.O.						
				700,000.00	850	
Commercial Permit Foundation						
COM-3-21-5624	DEAN FOREST ROAD 002150	03/04/2021	02/26/2021	14,193,823.00	250,011	6-0986 -01-005
COM-3-21-5649	PRISCILLA D THOMAS WY 0001	03/24/2021	03/24/2021	62,000,000.00	397,668	6-0014 -01-029
Totals For Commercial Permit Foundation : 3 Permit(s)						
				76,193,823.00	647,679	
Commercial Permit LDA						
COM-3-21-5641	AUGUSTA RD 004604	03/18/2021	08/31/2020	0.00	0	6-0013 -04-016
Totals For Commercial Permit LDA : 4 Permit(s)						
				0.00	0	
Commercial Permit Site Development						
COM-3-21-5642	AUGUSTA RD 004604	03/18/2021	08/31/2020	0.00	0	6-0013 -04-016
Totals For Commercial Permit Site Development : 5 Permit						
				0.00	0	
Demolition Permit Entire Structure						
DEMO-3-21-5626	13TH ST 002603	03/08/2021	02/24/2021	0.00	2,070	6-0926 -02-001
DEMO-3-21-5639	AUGUSTA RD 005138	03/16/2021	03/11/2021	0.00	1,200	6-0007 -02-004
Totals For Demolition Permit Entire Structure : 2 Permit(s)						
				0.00	3,270	
Electrical Permit Commercial						
ELEC-3-21-5629	BELL RD 000002	03/10/2021	03/05/2021	0.00	0	6-0015 -07-016
ELEC-3-21-5632	DEAN FOREST RD 001446 1450	03/11/2021	03/08/2021	0.00	0	6-0989 -01-071
ELEC-3-21-5638	TELFair PL 000009	03/12/2021	03/12/2021	0.00	0	6-0737 -02-007
ELEC-3-21-5650	TELFair PL 000028 #C	03/22/2021	03/19/2021	0.00	0	6-0736 -01-005
Totals For Electrical Permit Commercial : 4 Permit(s)						
				0.00	0	
Electrical Permit Residential						
ELEC-3-21-5628	CHATHAM VILLA DR 000121	03/10/2021	03/08/2021	0.00	0	6-0014 -01-023
ELEC-3-21-5630	VARNEDOE AV 000111	03/10/2021	03/08/2021	0.00	0	6-0009 -02-010
ELEC-3-21-5636	OGEECHEE RD 004906	03/12/2021	03/05/2021	0.00	0	6-0957 -01-007

Permit	Location Address	Issued	App Date	Valuation	Square Feet	Parcel Number
ELEC-3-21-5648	PINELAND DR 005011	03/23/2021	03/23/2021	0.00	0	6-0990C-03-033
Totals For Electrical Permit Residential : 8 Permit(s)				0.00	0	
Encroachment Residential						
ENC-3-21-5653	DANIEL AV 000023	03/26/2021	03/23/2021	2,500.00	360	6-0002 -02-051
Totals For Encroachment Residential : 1 Permit(s)				2,500.00	360	
Fence Permit Residential						
FNCE-3-21-5622	NELSON AV 000114	03/04/2021	03/03/2021	7,000.00	1,500	6-0006 -03-005
FNCE-3-21-5646	BRIARWOOD DR 000019	03/23/2021	03/18/2021	5,500.00	240	6-0003 -01-038B
Totals For Fence Permit Residential : 2 Permit(s)				12,500.00	1,740	
Fire Alarm Commercial						
FIRE-3-21-5644	CHATHAM PARKWAY 000150	03/15/2021	02/17/2021	4,850.00	100,000	6-0801 -02-002A
FIRE-3-21-5651	EXPORT CR 005565	03/25/2021	02/17/2021	74,150.00	200,000	6-0890 -01-021
Totals For Fire Alarm Commercial : 2 Permit(s)				79,000.00	300,000	
Occupant Business License						
OL-3-21-5621	HIGHWAY 80 000527	03/03/2021	03/03/2021	0.00	888	6-0022 -03-015
OL-3-21-5623	DEAN FOREST RD 002509	03/04/2021	03/02/2021	0.00	110,700	6-0918 -01-003
OL-3-21-5634	HIGHWAY 80 002103	03/12/2021	03/04/2021	0.00	5,200	6-0880 -01-008A
OL-3-21-5640	OGEECHEE RD 004928	03/18/2021	03/16/2021	0.00	0	6-0957 -01-004
OL-3-21-5645	TELFAIR PL 000028 #C	03/22/2021	03/17/2021	0.00	0	6-0736 -01-005
OL-3-21-5647	LYNAH AV 001335115	03/23/2021	03/18/2021	0.00	1,500	6-0802 -11-044
Totals For Occupant Business License : 6 Permit(s)				0.00	118,288	
Plumbing Permit Residential						
PLUM-3-21-5637	OLD LOUISVILLE RD 004517	03/12/2021	03/11/2021	0.00	0	6-0883 -02-005
Totals For Plumbing Permit Residential : 1 Permit(s)				0.00	0	
Residential Permit MH Move						
RES-3-21-5635	DEAN FOREST RD 001616 Lot 8	03/12/2021	02/16/2021	80,000.00	1,216	6-0988 -01-001B
Totals For Residential Permit MH Move : 1 Permit(s)				80,000.00	1,216	
Residential Permit Solar Panels Install						
RES-3-21-5633	BIG HILL RD 000312	03/09/2021	03/01/2021	55,740.00	396	6-0887 -05-002
RES-3-21-5652	AZALEA AV 000109	03/22/2021	03/16/2021	33,656.15	590	6-0006 -02-023
Totals For Residential Permit Solar Panels Install : 3 Permit(s)				89,396.15	986	

Permit	Location Address	Issued	App Date	Valuation	Square Feet	Parcel Number
Sign Permit Permanent						
SIGN-3-21-5625	NELSON AV 000035	03/04/2021	03/02/2021	1,800.00	80	6-0012-02-009
SIGN-3-21-5627	SONNY PERDUE DR 000002	03/04/2021	02/03/2021	158,723.00	1,065	6-0924-05-015
SIGN-3-21-5631	HIGHWAY 80 002619	03/09/2021	03/09/2021	4,000.00	22	6-0927-01-035
Totals For Sign Permit Permanent : 3 Permit(s)				164,523.00	1,167	

March 1, 2021 - March 7, 2021

March 2021							April 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6		1	2	3			
	7	8	9	10	11	12	13	4	5	6	7	8	9
	14	15	16	17	18	19	20	11	12	13	14	15	16
	21	22	23	24	25	26	27	18	19	20	21	22	23
	28	29	30	31				25	26	27	28	29	30

Monday, March 1

Send Zoning Amendments (Chatham County)

- 8:30am - 9:30am Street Weight Limit Usage** (Training Room) - Tonya Roper
- 10:00am - 11:00am Mechanical Top-out Final** - Nassar 601-832-7243 (4015 4th Street) - Tonya Roper
- 11:00am - 12:00pm Electrical Inspection** - Scott Duke 912-313-7541 (2799 Highway 80) - Tonya Roper
- 1:00pm - 2:30pm Final Fire Re-Inspection** - Caleb 912-429-8488 (100 Town Center Drive Bldg 2000) - Tonya Roper
- 3:00pm - 4:00pm Structural Inspection** - Code Enforcement (414 Davis Avenue) - Tonya Roper
- 4:00pm - 5:00pm Electrical Inspection** - Fernando Wing 341-7661 (4907 Pineland Drive - Duplex) - Tonya Roper
- 6:00pm - 7:00pm City Council Pre-Agenda** (Conference Room) - Tonya Roper

Wednesday, March 3

- 9:00am - 10:30am 30 Day Temp CO Follow-up** (100 Town Center Drive Bldg 1000) - Tonya Roper
- 10:00am - 11:30am Court** (City Hall Courtroom) - Danielle Smith
- 11:30am - 12:30pm Business Inspection / After Court** (4016 Kessler Ave) - Danielle Smith
- 12:30pm - 5:30pm** (Out of Office) - Tonya Roper
- 2:00pm - 3:00pm MEP/Framing Inspection** - Robert Aber 478-972-8576 (4912 Old Louisville Road Bldg 700) - Danielle Smith

Friday, March 5

- 1:00pm - 2:00pm Power Meters Inspection** - Caleb 429-8488 (100 Town Center Dr Bldg 7000) - Danielle Smith
- 2:00pm - 4:00pm Column Footers for Entry Fencing** - Tim 770-616-7485 (100 Town Center Drive - Entry Near Bldg 2000) - Tonya Roper

Tuesday, March 2

- 10:00am - 11:00am Meet to Go Over Stormwater Annual Report Requirements** (Garden City City Hall (100 Central Ave, Garden City, GA 31405)) - Jackie Jackson
- 11:00am - 12:00pm Electrical Inspection** - Mario Medina 843-338-5123 (121 Smith Avenue) - Tonya Roper
- 1:00pm - 2:00pm Preliminary Landscape Surety Release Inspection**

Thursday, March 4

- 9:00am - 10:00am Love's Travel Stop Plans** -Lee 423-693-5645 (Training Room) - Tonya Roper
- 9:45am - 10:45am Complaint Inspection** - Charnelle Davis 912-441-2648 (4018 4th Street) - Tonya Roper
- 1:00pm - 2:00pm Final Inspection** - John 478-494-7190 (2604 Highway 80 - Stafford Nut & Bolt) - Danielle Smith

Saturday, March 6

Sunday, March 7

March 8, 2021 - March 14, 2021

March 2021						April 2021					
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th
	1	2	3	4	5	6		1	2	3	
	7	8	9	10	11	12	13	4	5	6	7
	14	15	16	17	18	19	20	11	12	13	14
	21	22	23	24	25	26	27	15	16	17	
	28	29	30	31				18	19	20	21
								22	23	24	25
								26	27	28	29
								30			

Monday, March 8

- 9:45am - 10:45am Complaint Inspection Follow-up - Request by Code Enforcement (4018 4th Street) - Tonya Roper
- 11:00am - 12:00pm Electrical Rough Inspection - Richard Parrish 912-655-5591 (144 Michelle Street - Triston Homes(Plantation Townhomes)) - Tonya Roper
- 1:00pm - 2:00pm Decorative Column Footings (2) Inspections - Tim 770-616-7485 (100 Town Center Drive - Near Bldg 3000) - Tonya Roper
- 2:00pm - 3:00pm Site Inspection Parking Lot - Building Official (1 Colonial Trail) - Tonya Roper
- 3:00pm - 4:00pm PC Agenda Review (Training Room) - Tonya Roper

Tuesday, March 9

- 8:30am - 9:30am Building Saw - Gerald Thomas 912-596-8796 (23 Daniel Avenue Lot 3) - Tonya Roper
- 10:00am - 11:00am OTC/Fire/Building Inspection - James Rewis (527 Highway 80 Suite A) - Danielle Smith
- 11:00am - 12:00pm Saw Pole Inspection - Andrew Landrum 663-2539 (1302 Dean Forest Road - Dustcom) - 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, March 10

- Mayor & Council Report (Rhonda - 12pm) - Tonya Roper
- 8:30am - 10:00am Fire Caulk Inspection - Caleb 429-8488 (100 Town Center Dr - Bldg 6000) - Danielle Smith
- 10:00am - 12:00pm CO/Final Inspection - Caleb 429-8488 (100 Town Center Dr - Bldg 3000) - Danielle Smith
- 2:00pm - 4:00pm CO/Final Inspection - Caleb 429-8488 (100 Town Center Dr - Bldg 3000) - Danielle Smith
- 4:00pm - 5:00pm Footing Inspection for Water Sewer Building - Brent 912-656-5507 (Property Drive - Main Gate Logistics / McCraney Garrett) - Danielle Smith

Thursday, March 11

- 11:00am - 12:00pm Electrical Inspection - Tom Rushing 912-965-0805 / Alex Manker 231-3161 (2 Bell Road - Manker Landscaping) - Danielle Smith
- 1:00pm - 2:00pm Insulation Inspection - Robert Aber 478-972-8576 (4912 Old Louisville Road Bldg 700) - Danielle Smith
- 2:00pm - 3:30pm CO/Final ReInspection - Caleb 429-8488 (100 Town Center Dr - Bldg 3000) - Danielle Smith

Friday, March 12

- Building Official (Out of Office) - Tonya Roper
- 9:00am - 10:00am Final Inspection - Nasar 601-832-7243 (4015 4th Street) - Tonya Roper
- 10:00am - 11:30am Atlantic Express - Site Plan Meeting (Garden City Conference Room) - Danielle Smith
- 1:00pm - 2:00pm OTC/Fire/ PZB Inspection - Vishnubhai 306-9675
- 2:00pm - 3:00pm iSolve Reminder (Office) - Tonya Roper
- 2:00pm - 3:00pm Slab Inspection for Water Sewer Building - Brent 912-656-5507 (Property Drive - Main Gate Logistics / McCraney Garrett) - Tonya Roper
- 3:00pm - 4:00pm Electrical Inspection - Kenny Giles 663-8203 (9 Telfair Place) - Tonya Roper

Saturday, March 13

Sunday, March 14

March 15, 2021 -

March 21, 2021

March 2021							April 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6		1	2	3			
	7	8	9	10	11	12	13	4	5	6	7	8	9
	14	15	16	17	18	19	20	11	12	13	14	15	16
	21	22	23	24	25	26	27	18	19	20	21	22	23
	28	29	30	31				25	26	27	28	29	30

Monday, March 15

- 9:00am - 10:00am Site inspection - Building Inspector (4712 Ogeechee Road) - Tonya Roper
- 10:00am - 12:00pm Fire Caulk Inspection - Caleb 429-8488 (100 Town Center Drive Bldg 6000) - Tonya Roper
- 6:00pm - 7:00pm City Council Pre-Agenda (Conference Room) - Tonya Roper

Tuesday, March 16

- 9:00am - 10:30am OTC/Fire/Building Inspection - Brooke Bell or Barry Fletcher 912-712-7750 (2509 Dean Forest Road Bldg A) - Danielle Smith
- 11:00am - 12:00pm Final Inspection - Clyde Montgomery 912-210-6832 (18 Daniel Avenue) - Tonya Roper
- 1:00pm - 2:00pm Fire Inspection - Scott Robider (4712 Ogeechee Road - Grady's Flea Market) - Tonya Roper
- 1:00pm - 2:00pm Preliminary MH Move Inspection - Benito Martinez 912-655-7852 (135 Towler Rd) - Danielle Smith
- 2:00pm - 3:00pm OTC/Fire/Building Inspection - Bobby Griffin 912-398-2655 (2103 Hwy 80 - Griffin Truck & Equipment) - Tonya Roper
- 3:00pm - 4:00pm Final Inspection - Nancy 224-345-8411 (112 Salt Creek Road Lot 11) - Danielle Smith

Wednesday, March 17

- 9:00am - 10:00am Footing Inspection - Hiram Hernandez 912-657-8815 (155 Smith Avenue) - Tonya Roper
- 10:00am - 11:00am Column Footing Inspection - Tim 770-616-7485 (100 Town Center Drive - Near Constantine Road) - Tonya Roper
- 11:00am - 12:00pm Business Inspection Follow Up (4016 Kessler Ave - Sool Transportation) - Danielle Smith
- 1:00pm - 2:00pm BL Follow-up Inspection - Vishnubhai 306-9672 (614 Us Hwy 80 West) - Tonya Roper

Thursday, March 18

- 9:00am - 10:00am Electrical Final/Power Release - Anthony Johnson 288-5806 (4906 Ogeechee Road) - Danielle Smith
- 10:00am - 11:00am Meeting - (4016 Kessler Avenue) - Tonya Roper
- 3:00pm - 4:00pm Final Inspection - Nasar Jaber 601-832-7243 (4015 4th Street) - Tonya Roper

Friday, March 19

- 9:00am - 10:00am OTC/Fire/ Building Inspection - Darius 912-999-8154 (56 Telfair Place - USB Service Corp dba DVD Trucking) - Tonya Roper
- 12:00pm - 1:00pm Sign Footer - Bubba Beasley 912-927-8004 (501 Bourne Avenue) - Tonya Roper
- 1:45pm - 5:15pm Building Inspector (Out Of Office) - Tonya Roper

Saturday, March 20

Sunday, March 21

March 22, 2021 -

March 28, 2021

March 2021						April 2021												
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa					
				1	2	3	4	5	6			1	2	3				
				7	8	9	10	11	12	13		4	5	6	7	8	9	10
				14	15	16	17	18	19	20		11	12	13	14	15	16	17
				21	22	23	24	25	26	27		18	19	20	21	22	23	24
				28	29	30	31					25	26	27	28	29	30	

Monday, March 22

- 9:00am - 10:00am Framing/MEP Rough In - Ron 912-656-0761 (312 Griffin Avenue) - Tonya Roper

Tuesday, March 23

- 9:00am - 10:00am OTC/Fire/Building Inspection - Maria 843-227-3751 (4928 Ogeechee Road Unit C) - Tonya Roper
- 10:00am - 11:00am Site Inspection for Accessory Bldg - Betty Johnson 964-4388 (2208 Godbee Avenue) - Tonya Roper
- 11:00am - 12:00pm Electrical Temp Pole - Kenny Baker 615-829-3699 (2 Sonny Perdue Drive - Love's) - Tonya Roper
- 1:00pm - 3:00pm Pre-App Meeting Request - RaceTrac (City Hall Training Room) - Tonya Roper
- 3:00pm - 4:00pm Plumbing Inspection - Justin 270-210-1189 (4517 Old Louisville Road) - Tonya Roper
- 4:00pm - 5:00pm Site Inspection (109 Minus Ave C6) - Tonya Roper

Wednesday, March 24

- 9:00am - 10:00am Power Release - Caleb 429-8488 (100 Town Center Drive Bldg 7000 - Tapestry Park Apts) - Tonya Roper
- 10:00am - 11:00am Plumbing Rough - Nick Luvy 773-447-6976 (1809 Hwy 80) - Tonya Roper
- 11:00am - 12:00pm Final Inspection - Clyde 912-210-6832 (18 Daniel Avenue) - Tonya Roper
- 1:00pm - 2:00pm Pre-Design Meeting - Mike Royal 210-2785 (Training Room) - Tonya Roper
- 2:00pm - 3:00pm Electrical Inspection - Patrick Hodges 438-7452 (5011 Pineland Drive) - Tonya Roper
- 4:00pm - 5:00pm PC Signs (April 13th agenda) - Tonya Roper

Thursday, March 25

- 9:00am - 10:00am Fence Inspection (114 Nelson Avenue) - Tonya Roper
- 10:00am - 11:00am Dirt Pad Inspection - Alicia 912-225-6940 (1616 Dean Forest Road) - Tonya Roper
- 1:00pm - 2:00pm OTC/Fire/Building - Joseph Morris 912-541-1379
- 2:00pm - 3:00pm Final Electrical Inspection - Chip 912-665-2300 (121 Chatham Villa) - Tonya Roper
- 3:00pm - 4:00pm Final Inspection - Nancy 224-345-8411 (112 Salt Creek Road Lot 11) - Tonya Roper

Friday, March 26

- 10:00am - 11:00am Inspections for Robert and Jonathan (4018 4th Street) - Tonya Roper
- 11:00am - 12:00pm Inspections for Robert and Jonathan (414 Davis Avenue) - Tonya Roper
- 1:00pm - 2:00pm OTC/ Fire/ Follow-up - Keith 912-224-7149 (4919 Old Louisville Road) - Tonya Roper
- 2:00pm - 3:00pm iSolve Reminder (Office) - Tonya Roper ↴
- 3:00pm - 4:00pm Preliminary Site Inspection - Dave Schambach 912-210-2099 (2614 Hwy 80 - Next to Dollar General) - Tonya Roper

Saturday, March 27

Sunday, March 28

March 29, 2021 -

April 4, 2021

March 2021							April 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5	6		1	2	3		
		7	8	9	10	11	12	13	4	5	6	7	8
		14	15	16	17	18	19	20	11	12	13	14	15
		21	22	23	24	25	26	27	18	19	20	21	22
		28	29	30	31				25	26	27	28	29

Monday, March 29

- 8:00am - 9:00am Status - TRX, Inc. (1522 Old Dean Forest Road)
- 9:00am - 10:00am Electrical Inspection - Michael 912-313-1475 (2 Bell Road) - Tonya Roper
- 10:00am - 10:45am Civilian Active Shooter Training (PD Squad Training Room) - Pamela Sweeney
- 10:00am - 11:00am Site Inspection - Building Official (414 Davis Avenue) - Tonya Roper
- 1:00pm - 2:00pm OTC/Fire/Building Inspection - Sadie 424-385-4294 (4912 Old Louisville Road #401) - Tonya Roper
- 2:00pm - 3:00pm OTC/Fire/Building Follow-up Inspection - Keith 224-7149 (4919 Old Louisville Road -Sixty Four Olympic Properties, LLC) - Tonya Roper
- 3:00pm - 5:00pm Bluebeam (Planning) - Tonya Roper
- 3:00pm - 4:00pm Ground Wire Inspection - Butch 912-313-2859 (2612 Woodlawn Avenue) - Tonya Roper

Tuesday, March 30

- 8:00am Out Of Office - Tonya Roper
- 9:00am - 10:00am OTC/Fire/Building - Dave 912-313-4963 (28 C Telfair Place - Ultimate Pest Control) - Tonya Roper
- 10:00am - 11:00am Tree Removal - Marcus Smith 912-438-1259 (2776 Highway 80) - Tonya Roper
- 1:00pm - 2:00pm Site Progress Meeting - Groves (100 Priscilla D Thomas Way) - Tonya Roper
- 2:30pm - 3:30pm Nail Pattern - Ruben Hannon 912-665-8768 (4055 6th Street - Habitat for Humanity) - Tonya Roper

Wednesday, March 31

- ←Out Of Office - Tonya Roper
- 9:00am - 12:00pm Power release inspections Chatham City - Brad 658-1980 (4309 Augusta Road - Building 111, 114, and 115 Units A - H) - Tonya Roper
- 1:00pm - 2:00pm BL Follow-up Inspection - Vishnubhai 306-9672 (614 Us Hwy 80 West) - Jacqueline S. Williams

Thursday, April 1

- ←5:30pm Out Of Office - Tonya Roper
- 8:00am - 9:00am BOA/PC Application Deadline

Friday, April 2

- 8:00am - 9:00am
- 10:00am - 11:00am MH Setup Inspection (1616 Dean Forest Road Lot 8) - Tonya Roper
- 1:00pm - 2:00pm Construction Status (4912 Old Louisville Rd Building 700) - Tonya Roper
- 2:00pm - 3:00pm Sign Final - Louann 295-4680 (35 Nelson Avenue) - Tonya Roper

Saturday, April 3

Sunday, April 4

Board of Zoning Appeals/Planning Commission
March 9,2021 - 6:00PM

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

Roll Call: Bill Jackson; Chairman, Misty Selph; Vice Chair, Jenecia Perry; Parliamentarian, Jeff Ashley, Nancy Cox and Charles Orrel. Absent: Jimmy Crosby and Gary Monroe

Staff: Scott Robider; Planning and Zoning Manager

Visitors: Enclosed

Board of Appeals

PC2102: Vision Property Management of Savannah, Inc. request an appeal to establish an adult day care center at 1306 Heidt Avenue. PIN 6-0802 -05-024

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

Vice- Chair Selph stated she will abstain from this request as it involves family members.

Scott Robider; Planning and Zoning Manger said the request requires approval due to the street classification where such use shall only be permitted on a lot which abuts and has vehicular access to a collector, major arterial or secondary arterial street and Heidt Avenue does not meet the minimum requirement. Mr. Robider said this use also requires DCH approval.

Paul Bunch; House Hunters Savannah Realty said he is here on behalf of the owner and Rodney Rawls; Rawls Realty is here on behalf of the client.

Mr. Rawls said he is here on behalf of the client, the operations for the daycare will be 7:30am- 6pm Monday thru Friday with an RN and LPN with 4-6 staff employees.

Commissioner Perry asked what will be the impact of this variance? How will the attendees enter the facility?

Mr. Bunch replied the service will be utilized as a daycare for seniors.

Mr. Rawls said there is no transfer service, the attendees will be housed 7:30am -6pm with minimum traffic, the unit is on the south end of a 3300 sq. ft building that includes a front and rear entrance. The attendees will enter thru the rear of the facility.

Chairman Jackson asked for further questions or comments; being none he called for those in opposition. With no opposition he then called for a motion. Commissioner Perry made a motion to approve PC2102: Vision Property Management of Savannah, Inc. request an appeal to establish an adult day care center at 1306 Heidt Avenue. PIN 6-0802 -05-024. Commissioner Cox second the motion; vote passes with Vice-Chair Selph abstaining from vote.

Chairman Jackson called for a motion to adjourn. Commissioner Selph made a motion to adjourn; Commissioner Perry seconds the motion; vote passes without opposition.

Planning Commission

PC2103: CenterPoint Kahn Garden City, LLC request a major subdivision preliminary plan review of Travis Field Road; PIN 6-0986-01-005 for future development as industrial use.

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

Scott Robider; Planning and Zoning Manager stated the request is for 72.18 Kahn tract major subdivision only and not for site review, there are two phases and the agreement outlines the improvements which exceeds specifications.

Brian Hollings: CenterPoint said there is a lease on building 1 and this expands the development of Sonny Perdue Drive.

Commissioner Perry said what's being stored on the property?

Mr. Hollings replied warehouse on the three main parcels with additional smaller ones. We are active to install a signal.

Lynward Hodges; 3801 Old Louisville Road said he supports the development.

Chairman Jackson asked for further questions or comments; being none he called for those in opposition. With no opposition he then called for a motion. Commissioner Orrel made a motion to recommend to Council to approve PC2103: CenterPoint Kahn Garden City, LLC request a major subdivision preliminary plan review of Travis Field Road; PIN 6-0986-01-005 for future development as industrial use. Vice-Chair Selph seconds the motion; vote passes with opposition.

PC2105: K & S Enterprise request a site plan review of 4919 Travis Field Road; PIN 6-0924A-02-003, 220 Dean Forest Road; PIN 6-0924A-02-004, 218 Dean Forest Road; PIN 6-0924A-02-005 and 216 Dean Forest Road; PIN 6-0924A-02-006.

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

Scott Robider; Planning and Zoning Manager stated the residents rezoned the locations to industrial from residential, the container chaises business will demo structures except for one that will be utilized as an office, hours of operation will be typical for use, preliminary DOT approval received, the site will benefit from new traffic signals, there are no buffer requirements, the petitioner has agreed to install shrubbery and trees and reports have been received with the outstanding requirements.

Kerry Parsons; K & S Enterprise said based on the Missouri location and my eight years in business we will make sure the property is in compliance.

Commissioner Perry said Staff has not received erosion control plan.

Gary Shuman; Hussey Gay, & Bell stated the erosion control plan has been submitted to GA Soil and Water for review. We expect comments within two weeks and we do not anticipate any unresolved issues.

Minutes

Board of Zoning Appeals/Planning Commission

March 9,2021 - 6:00PM

Chairman Jackson asked for further questions or comments; being none he called for those in opposition. With no opposition he then called for a motion. Vice-Chair Selph made a motion to approve PC2105: K & S Enterprise request a site plan review of 4919 Travis Field Road; PIN 6-0924A-02-003, 220 Dean Forest Road; PIN 6-0924A -02-004, 218 Dean Forest Road; PIN 6-0924A-02-005 and 216 Dean Forest Road; PIN 6-0924A-02-006. Commissioner Cox seconds the motion; vote passes without opposition.

Chairman Jackson called for a motion to adjourn. Commissioner Perry made a motion to adjourn; Commissioner Selph seconds the motion; vote passes without opposition.

Respectfully submitted

TTR

Jonathan Trego

MAR2021 Activity Report

Signs- 23

Sanitation Citations- 0

Courtesy Notices and Violation Notices- 44

Re-inspections- 51

Cases Closed (Compliance or dismissed)- 39

Vehicles Tagged Derelict or tagged for tow- 32

Vehicles Towed- 7

Vehicles MBO or brought into compliance- 16

Court Citations- 12

Misc Inspections (including zoning checks, tax cert checks, permit checks, routine insps)- 22

Housing Codes- 2

Direct Fines (Penalties added to Utility Bill)- 2 (2158.00)

Court Fines: 4 (7000 USD, 4500 suspended for 6 months)

Cease and Desist Orders obtained: 0

Properties that the City worked on (including cutting, cleaning, securing) and billed- 0

CE Condemnations (Placards posted- including for unfit, unsecure, unsafe): 0

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

TO: THE HONORABLE MAYOR AND CITY COUNCIL **DATE:** 04/14/2021

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 March and all project related information is current as of 03/31/2020.

Prepared by: Lynnette S. Hymes
Title Executive Assistant

Reviewed by: Jon Bayer
Title Public Works Director

Attachment(s)

Public Works Department
Monthly Status Report
Summary – March 2021

Operations & Maintenance

Public Works personnel completed 34 **Resident Requests**, and 111 **Work Orders** for the month of **March**. They included:

Storm Drainage:

- Ditch Maintenance: 3,918 ft.
- Canal Maintenance (Kubota Side cutter): 0 miles. Kubota not in service.
- Underground stormwater utility point repairs: 20 feet pipe repair (43 Harley Drive), multiple storm drains and inverts cleaned – Various Locations
- Storm Drains Vacuumed: -0- (3rd Party)

Streets:

- \$7,051.00 for 3rd party street/asphalt repairs
- Routine City street and right of way shoulder maintenance
- Dirt/gravel roads scraped/graded: All dirt roads scraped
- Minor pothole/asphalt repair by staff (Throughout the City)

Street Sweeping:

- 58.17 miles

Signs & Markings:

- Multiple Knockdowns/replacements/cleaned/new (Old Louisville Road, Chatham Villa, Byck Ave., Smith Ave., Priscilla D. Thomas, Cooper Lane, Kessler Ave., Salt Creek, Tristan Homes Entrance, Chatham City Apts., Pineland Drive, Tremont Road, Telfair Road).

Street Lights:

- 0 Street Light Outage/Replacement
- 0 New Street Light Request

Mixed Dry Trash Collection by City:

- 03.02 Tons Collected Total Mixed Dry Trash (\$290.12)
- 20.08 Tons Collected YTD taken to Savannah Regional Landfill (\$1,594.23)
- 00.00 Truckloads Dry Trash taken to Savannah Inert Landfill
- 00.00 Truckloads Dry Trash YTD taken to Savannah Inert Landfill
- 00.00 Truckloads Dry Trash taken to Waste Management (0.00)
- 00.00 Truckloads Dry Trash YTD taken to Waste Management

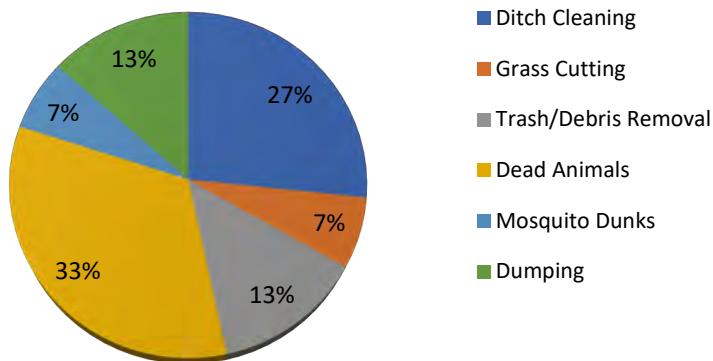
Trees:

- \$3,500.00 spent for tree removal, tree trimming and debris removal (3rd Party)

Other:

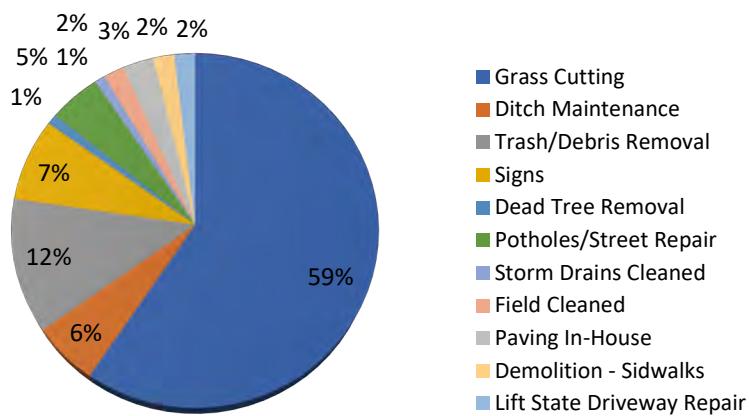
Service Request – Every time a request for Public Works service is made by phone call, written request, email request, or an actual one-on-one request to a PW employee, a “Service Request” is generated. This builds a computerized record of all requests made.

March'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.

March's Top Work Order Types



Summary – March 2021

Water Operations & Maintenance

65 Service Orders were received, and >>>>>> 42 Work Orders
Water/Sewer crews handled 100 totals
for the month of March. They included:

Water: 63 Work Orders

- Produced 28.974 Million gallons of drinking water for the month
- Hydrant Services
 - 0 Hydrant Replacements
 - 0 Hydrant Repairs
- Water Line Services
 - 4 Lateral Line Repairs, Installs, Replacements, and Maintenance
 - 1 Main Line Repairs, Installs, Replacements, and Maintenance
- Water Valve Services
 - 131 Located Services. Continued marking for major projects - The Mega Rail/Bridge Project, Prosperity Drive. Sonny Purdue Airport Park at Dean Forest, Pipemaker's Force main. Install permanent markers at various locations.
 - 0 Valve Replacements
 - 1 Valve Installations
 - 51 Water Cut-Ons
 - 23 Reconnects– Delinquent Water Bills
 - 43 Water Cut-Offs
- Meter Services
 - 24 Meter and MXU investigations
 - 5 Maintenance services
 - 22 Meter and MXU replacements
 - 83 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: 12 Work Orders, including

- Sewer Cleanout Services
 - 0 Repairs
 - 0 Replacements
- Gravity Main Services
 - 4 Inspections
 - 0 Repair
 - 0 Sanitary Sewer Overflow Event
- Sewer Lateral Services
 - 0 Blockages Cleared
 - 0 Lateral Repairs
- Manhole Services (flushing & repairs)
 - 141 Inspections and Maintenance
 - 2 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 1.4 MG for the month.
- The water system withdrew a total of 28.974 MG from well facilities and used 0.125 MG from Savannah I & D purchase system (Town Center Water System).
- During the month 2,811 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: 04-12-2021

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 March 2021.

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 – March 2021
Operations**

Calls for Service

There was a total of 2,137 calls for service and self-initiated activity in the month of March 2021, for a total of 6,069 calls for service year to date.

Current month's calls included:

Offenses:

Assault	22	Burglary	3
Damage to Property	9	Larceny	27
Motor Vehicle Theft	5	Narcotics	21
Robbery	0	Sex Offense	4
Weapons Law Violation	3	Homicides	0
		All Other Offenses	2,043

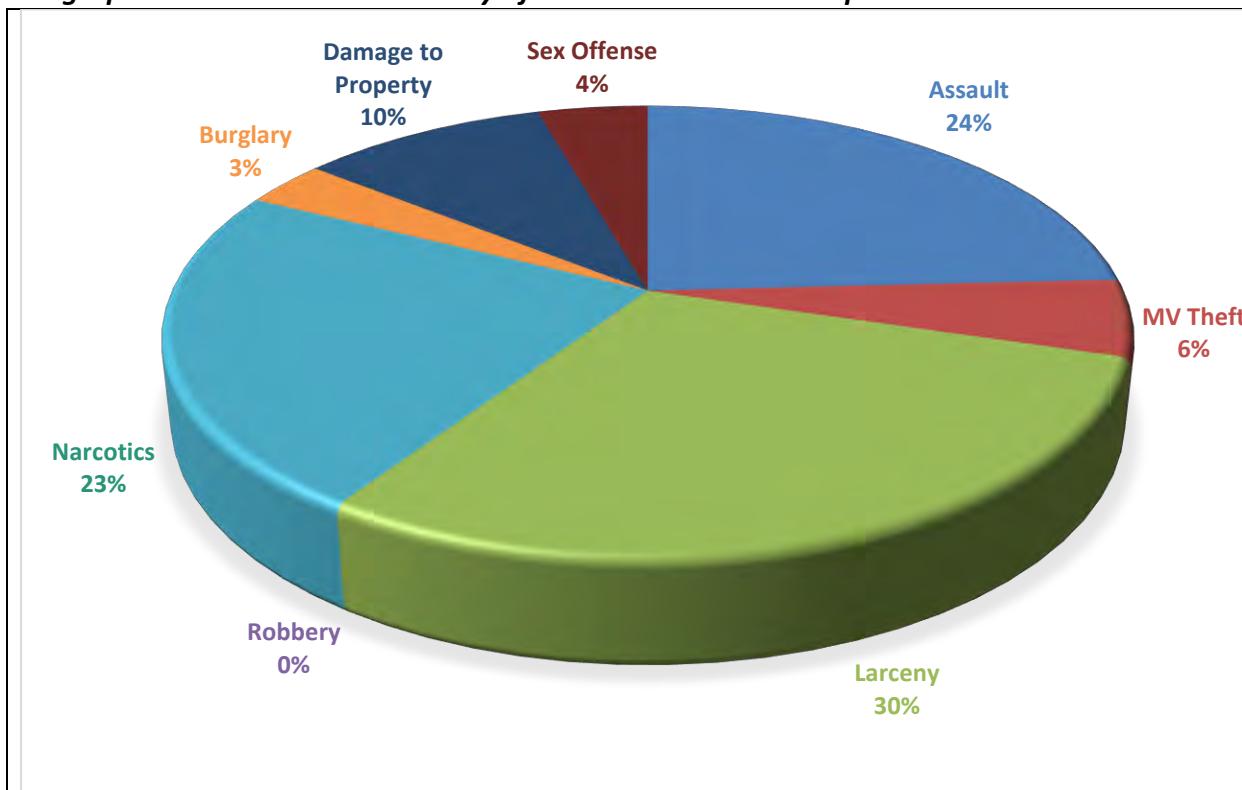
Adult & Juvenile Arrest/Charge Summary

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
105	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	2	3	6	5	6
Burglary	0	2	0	1	0
Damage to Property	2	3	2	1	1
Larceny	8	4	3	4	8
MV Theft	3	2	0	0	0
Narcotics	11	4	0	3	3
Robbery	0	0	0	0	0
Sex Offense	1	1	0	1	1

Traffic Violations

There was a total of 1,548 traffic violations during the month of March 2021. ***They included:***

Traffic Citations Issued

Speeding Violations	659	Fatalities	0
Written Warnings	298	Miscellaneous Citations	521
Seat Belt Violations	48	Total Citations	1,250
DUI's	19		

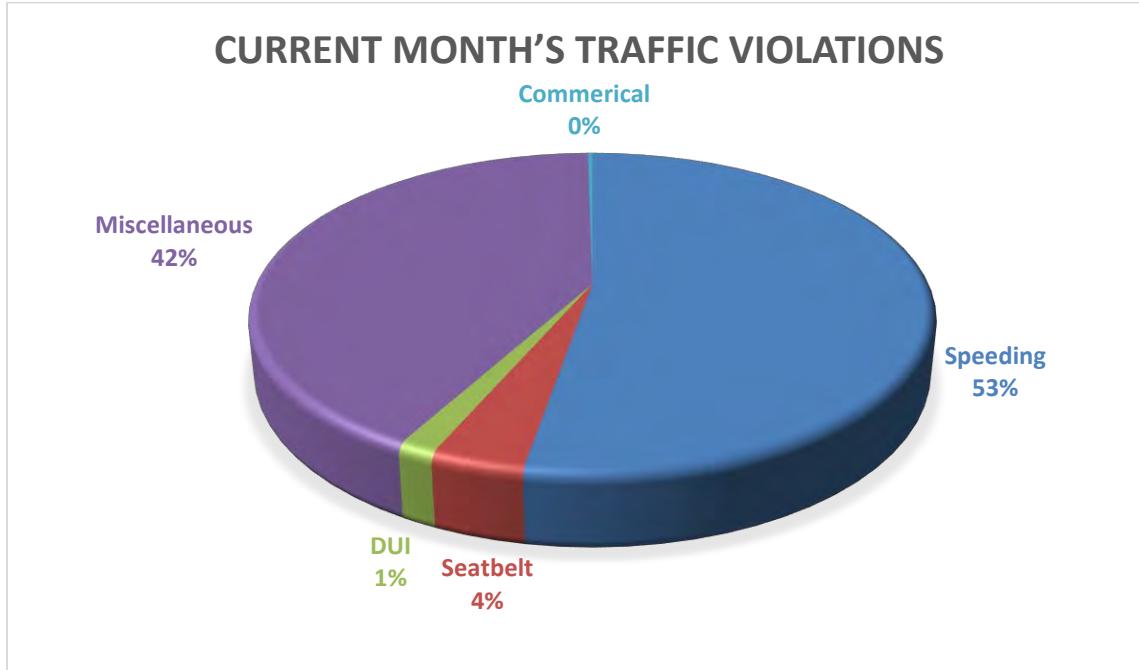
Commercial Vehicle Unit(s) Citations Issued

Total Citations Issued 3

Accidents

Total Accident Reports 54

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 210 Open Records request for the month of March 2021. A total of 1,194 Open Records Request have been processed from January 1, 2021 to March 31, 2021.

Municipal Court Summary

During the month of March 2021, the Garden City Municipal Court handled 1,101 cases for a current annual total of 2,528 cases.

➤ Total Traffic Citations and Criminal Cases handled in court	724
➤ Total Traffic Citations and Criminal Cases passed to another court date	308
➤ Cases issued probation	69

Training

During the month of March 2021, police personnel reported a total of 249 hours of training resulting in an average of 7.32 hours of training per Officer. Some of the special training classes the officers attended during the month of March were:

Krav Maga, Canine Proficiency Training, Advanced Roadside Impaired Driving Enforcement, Roadcheck Safety, Intoxilyzer 9000 Basic Class, Building Positive Community Relations, Cultural Awareness, & Use of Force & De-Escalation Options for Gaining Compliance

Items of Interest for March 2021

- On March 4th, the Garden City Police Department hosted Chat with a Cop at Dollar General on Highway 80.
- On March 9th, GCPD hosted an Advanced Roadside Impaired Driving course.
- On March 10th, Chief Ballard attended the Lion's Club luncheon.
- On March 12th, the Garden City Police Department assisted the GA Dept. of Public Safety Motor Carrier Compliance Division with a safety check on I-95.
- On March 15th, the Garden City Police Department held a promotion/appointment ceremony, where Stephen Wilson was promoted to the rank of Corporal and Lindsey Talley was appointed to the rank of Captain.
- On March 21st, the Garden City Police Department participated in the GOHS Rolling Thunder safety road check.
- On March 25th, the Garden City Police Department hosted Chat with a Cop at the U.S. Post Office.
- On March 26th, two police recruits graduated from the academy. They were sworn in on March 31st.
- On March 27th, Garden City Police attended a Spring Community Pup up Shop at Haynes Field in Rossignol Hill.

REPORT TO MAYOR AND CITY COUNCIL

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE

SUBJECT: *Fire Department March 2021 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 March of 2021, and all related information is current as of April 01, 2021.

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 March of 2021

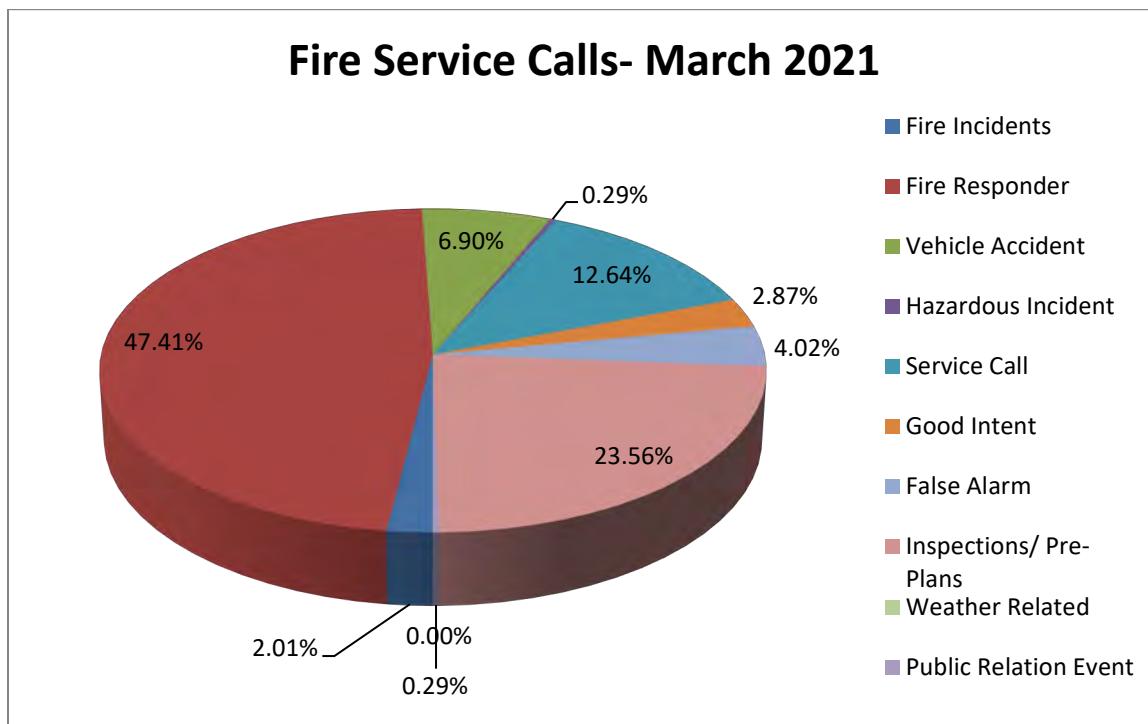
There were a total of 247 calls for service in the month of March, 2021, for a total of 376 calls for service year to date.

Current month's calls included:

Incident Type:

Fire Incidents	7	Good Intent	10
Fire Responder	165	False Alarm	14
Vehicle Accident	24	Service Call	44
Hazardous Incident	1	Inspections/ Pre-Plan	82
Weather Related	0	Public Education	1

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



Department Activities/ Events

Department Training

In March fire personnel reported a total of 704 hours of training resulting in an average of 37.05 hours of training per Firefighter.

Introduction to Ropes

FF Mitchell attended Introduction to Ropes at the Savannah FD Training Center in Savannah.

Rope Rescue 1

FF Mitchell attended Introduction Rope Rescue 1 at the Savannah FD Training Center in Savannah.

Asst Chief and Safety Officer Training Life Safety Code

Asst Chief Lewis and Safety Officer Kimball attended Training Life Safety Code at GPSTC campus in Forsyth.

Fire Alarms and Suppression Systems

Asst Chief Lewis and Safety Officer Kimball attended Fire Alarm and Suppression System attended at GPSTC campus in campus in Forsyth.

Training, Leadership 1

FF Hauger attended Training, Leadership 1 at GPSTC campus in Forsyth.

Training, Leadership 2

FF Hauger attended Training, Leadership 2 at GPSTC campus in Forsyth.

Fire Instructor I

Capt. Nevarez attended Fire Instructor I at GPSTC campus in Forsyth.

Residential Sprinkler Plan Review

Capt. Nevarez attended Residential Sprinkler Plan Review at GPSTC campus in Forsyth.

Fire Inspector II

Capt. Nevarez attended Fire Inspector II at GPSTC campus in Forsyth.

Fire Service Plans Examiner I

Capt. Roberts attended Fire Service Plans Examiner I at the GPSTC campus in Forsyth.

Meeting with Local Departments

Assistant Chief Lewis and Safety Kimball conducted testing for GFSTC at Port Wentworth for test event.

Assistant Chief Lewis conducted testing for GFSTC at Pooler Fire Rescue for test event

Fire Marshal's Office

There was a lot of training that was focused on this month too. I completed 40 hours of Instructor 1 training, 16 hours of NFPA 13R&D Plan Review, Fire Alarm NICET Level 1 Certification, and 40 hours of Fire Inspector 2 Certification.

Newly assigned Deputy Fire Marshal Mack Roberts began his duties this month, he has been a good fit, and he also had a week-long training for NPQ Plan Reviewer. He is getting the hang of the new role and has been asking all the right questions. I introduced a plan review to him, but right now, he will be focusing on Annual Fire Inspections.

The month of April's focus will be Annual Fire Inspections starting with Title 25 Hazards, and Highway 80 continue. I will be focusing on Warehouse Inspections and policies for enforcement (private hydrant testing, high pile storage permits, type of hazards.)

April 15th will be another smoke alarm blitz with American Red Cross. Details will be out later once Captain Johnson receives confirmation.

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

Annual Inspection (initial inspection):	15	
RE-Inspection:	10	
Certificate of Occupancy:	4	
Consultation Site Visit:	5	
Fire Protection Equipment Inspection:	1	
Fire Wall (Tapestry Apt)		
Pre-Plan	43	
Occupational Tax Certificate (new tenant):	4	
Total number of Inspections:	82	
Plan Review		
222 Dean Forest Road Site Plan	4	Denied
5565 Export Blvd Fire Alarm	6	\$475
150 Chatham Pkwy Fire Alarm	4	\$275
Damco Foundation	1	No jurisdiction
Prosperity Bridge	1	No jurisdiction
Polar Service Center Building Plan	4	Denied (Site Plan need approval first)
Commerce Building A	4	\$1450 (58,000 Addition) ??
Commerce Building B	4	\$250 (10,000 Addition)
Informal Plan Review		
Silk Hope Learning Academy	6	(Silk Hope Road)
Total of Hours:	+/- 54 hrs.	\$ 2450

Court Fees:

ELP Status Hearing \$4500 not approved by Court

Total Fee Collected:

Community Relations Activities/Events

Senior Center Blood Pressure Checks

During the month of March, the Department suspended conducting weekly blood pressure checks at the Senior Center on Tuesdays due to COVID 19.

Department Instructed CPR Class

During the month March, the department American Heart Association Training Site conducted 1 BLS Class for 5 people.

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.

R E S O L U T I O N

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY, GEORGIA, TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH SAFEBUILT GEORGIA, LLC, TO PROVIDE, ON A TEMPORARY ON-CALL BASIS, BUILDING INSPECTIONS, PLAN REVIEWS AND CODE ENFORCEMENT SERVICES FOR THE PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT; TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, the City is currently in the process of hiring a full-time in-house building inspector for its Planning and Economic Development Department to replace its former building inspector who recently resigned to take another job position; and,

WHEREAS, until the City hires another building inspector (it is currently advertising for, interviewing, and evaluating applicants for the position), it needs to contract with an independent contractor to temporarily perform, on an on-call basis, the building inspections, plan reviews, code enforcement activities, and all other related services associated with such job position; and,

WHEREAS, the need for such services is particularly critical now in light of the high volume of inspections and plan reviews being required in connection with the several warehouse developments and the new multi-school campus which are being constructed within the City; and,

WHEREAS, SAFEbuilt Georgia, LLC, is uniquely qualified, certified, and experienced in providing such services for the City, having provided the same services to local governments throughout the State of Georgia including Powder Springs, Atlanta, Macon-Bibb County, and Johns Creek; and,

WHEREAS, SAFEbuilt Georgia, LLC, is willing to contract with the City to provide the above-mentioned services on a temporary on-call basis in accordance with and pursuant to the Professional Services Agreement attached hereto as Exhibit A (the "Agreement"); and,

WHEREAS, the proposed Agreement with SAFEbuilt Georgia, LLC, includes provisions providing for (a) the termination of the Agreement with or without cause by either party and without penalty upon ninety (90) days prior notice, and (b) reasonable and competitive fixed service fees ranging from \$65.00/hour to \$150.00/hour depending on the type of services being performed, with one or two hour work time minimums; and,

WHEREAS, if approved, the Agreement will promote the health, safety, and welfare of the residents of Garden City, Georgia; and,

WHEREAS, the cost for all services to be provided by SAFEbuilt Georgia, LLC, under the Agreement will be paid from the City's General Fund.

NOW, THEREFORE, the Mayor and Council of Garden City, Georgia, hereby resolve as follows:

Section 1. That the foregoing recitals are incorporated in and made a part of this Resolution by this reference.

Section 2 That the City Manager be authorized to enter into and execute, on behalf of the City the Professional Services Agreement with SAFEbuilt Georgia, LLC, in substantially the same form as attached hereto as Exhibit A and incorporated herein by reference, with the compensation as provided therein to be paid from the City's General Fund.

Section 3. The City Manager shall also be authorized on behalf of the City to agree to any additional terms and conditions which are supplemental and/or incidental to the foregoing, and to execute any other documents, which he deems necessary to further the intent of this Resolution.

Section 4. The effective date of this Resolution shall be when approved by the Mayor and Council.

SO RESOLVED this 19th day of April, 2021.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this 19th day of April, 2021

DON BETHUNE, Mayor

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF GARDEN CITY, GEORGIA
AND SAFEbuilt GEORGIA, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Garden City, Georgia, ("Municipality") and SAFEbuilt Georgia, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently; Agreement shall automatically renew for twelve (12) month terms, unless prior written notification is delivered to either Party no less than thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The

compensation set forth in this Agreement shall be the sole payment for services rendered. Consultant shall provide City with a W-9 form for each contract term for which services are performed.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Any provision in this Agreement that may appear to give Municipality the right to direct Consultant as to the details of doing the work or to exercise a measure of control over the work means that Consultant will follow the direction of the Municipality as to end results of the work only. Except where required by Municipality to use Municipality information technology equipment or where requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

Consultant will perform all services in compliance with all applicable local, state, and Federal laws. Consultant will be responsible for, and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Consultant in performing services and complying with this Agreement. Consultant will not make any representations, warranties, or commitments binding the Municipality without the Municipality's written consent.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. CONFLICTS OF INTEREST

Consultant, Affiliates, and subcontractors thereof shall immediately notify Municipality in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. Municipality shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to

resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Consultant shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the Municipality.

13. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of sovereign immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

14. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

15. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars

(\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.

- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds. A company authorized to conduct business in the State of Georgia must issue this policy.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with Municipality for each insurance policy required. Consultant is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.
- H. All deductibles shall be paid by Consultant. All liability policies obtained by Consultant in satisfaction of this Agreement shall be primary and noncontributory, shall list Garden City, Georgia, and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Consultant. Consultant shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Consultant shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless Municipality is given thirty (30) days advance notice from Consultant. Consultant shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to Municipality.
- I. The Municipality shall be under no obligation to ensure that Consultant, Affiliate, or subcontractor complies with the insurance requirements of this Agreement, and Consultant assumes all liability arising from its, its Affiliate's, or subcontractor's failure to acquire and/or maintain adequate insurance to cover its operations and business. Consultant further agrees to indemnify and hold harmless the Municipality for any claims arising from Consultant's, its Affiliate's, or subcontractor's failure to acquire and/or maintain adequate insurance.

16. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

17. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; and (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

18. PUBLICITY

Consultant shall not release without prior written approval from Municipality, any publicity regarding Services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Consultant, identifying Municipality as receiving goods or services under this Agreement.

19. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

20. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure. Municipality is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with Municipality in response to all requests made under the Georgia Open Records Act.

21. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related

actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

In the event that Municipality, in its sole discretion, reasonably finds any personnel of Consultant to be unsuitable for the performance of his or her assigned duties or otherwise harmful to the Municipality, or its goals or objectives, then Municipality may request the removal of such person. If such request is made, Consultant shall use reasonable efforts to replace such person in the handling of work on behalf of the Municipality.

22. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

23. DRUG FREE WORKPLACE

Consultant, employees, Affiliates, and subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. Municipality has a no tolerance policy for violation of this rule.

24. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

25. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable.

26. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Scott Robider, Planning & Zoning Director City of Garden City 100 Central Avenue Garden City, Georgia 31405 Email: srobider@gardencity-ga.gov	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: jderosa@safebuilt.com

27. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

28. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

29. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

30. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

31. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Georgia, without regards to its conflict of interest provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

32. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

33. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic

form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

34. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

35. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

36. SEVERABILITY

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Thomas P. Wilkas, CFO
SAFEBuilt Georgia, LLC

Date

Signature
City of Garden City, Georgia

Date

Name and Title
City of Garden City, Georgia

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EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building, Electrical, Plumbing, Mechanical and Fire Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Provide fire suppression, sprinkler, alarm system, fire access and hazmat storage inspections
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Remote Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Provide fire suppression, sprinkler, alarm system, fire access and hazmat storage plan review
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Remote Plan Conveyance

- ✓ Electronic plan submittals will be reviewed and returned electronically
- ✓ Paper plans will be submitted via Consultant's preferred carrier
- ✓ Applicant will submit number of hardcopies required by Municipality
- ✓ Consultant will return plans and supporting documents

Code Enforcement Services

- ✓ Customize our approach at the direction of Municipal Council/Board and staff
- ✓ Customize services in compliance with applicable Municipal code and ordinance requirements
- ✓ Proactively work with Municipality and its citizens to maintain a safe and desirable community
- ✓ Respond to and investigate code violations as provided/requested in writing by a municipal official
- ✓ Post violation notices and provide initial citizen notifications and follow-up inspections
- ✓ Address specific code enforcement issues at the direction of Municipality
- ✓ Provide monthly written reports
- ✓ Assist in the preparation of cases for court appearances, provide presentations and attend meetings as requested
- ✓ Participate in educational activities and customer service surveys related to code enforcement
- ✓ Provide professional recommendations for code revisions – as needed
- ✓ Make presentations to Municipal boards as requested
- ✓ Provide agreed upon reports to demonstrate our performance against set measurements

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. **MUNICIPAL OBLIGATIONS**

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically

3. **TIME OF PERFORMANCE**

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Inspectors will be dispatched on an as-requested basis
- ✓ Consultants representative(s) will be available by cell phone and email

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u> <ul style="list-style-type: none">✓ Single-family within✓ Multi-family within✓ Small commercial within (under \$2M in valuation)✓ Large commercial within	<u>First Comments</u> <ul style="list-style-type: none">5 business days10 business days10 business days20 business days	<u>Second Comments</u> <ul style="list-style-type: none">5 business days or less5 business days or less5 business days or less10 business days or less

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Beginning January 01, 2022 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services	\$85.00 per hour – two (2) hour minimum
• Building, Mechanical, Plumbing, Electrical	
Fire Inspection Services	\$95.00 per hour – two (2) hour minimum
After Hours/Emergency Inspection Services	\$125.00 per hour – two (2) hour minimum
Remote Plan Review Services:	\$100.00 per hour – one (1) hour minimum
• Building, Electrical, Plumbing, Mechanical, Fire	
Code Enforcement Services	\$65.00 per hour – two (2) hour minimum
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
Time tracked will start when Consultant checks in at Municipality or first inspection site.	

EXHIBIT C – MUNICIPAL SPECIFIED OR SAFEBUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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