

A G E N D A

City Council Meeting

Monday, November 7, 2022 – 6:00 p.m.

➤ **OPENING**

- **Call to Order**
- **Invocation**
- **Pledge of Allegiance**
- **Roll Call**
- **Presentation:** The Garden City Police Department will recognize Vulcan Materials Company for supporting the Police Department's Chat with a Cop and Cops at Bus Stops programs.

➤ **FORMAL PUBLIC COMMENT**

Formal Public Comment – City Council Agenda Protocol

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

➤ **RECEIPT OF INFORMAL PUBLIC COMMENT:**

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

Informal Public Comment – Speaker Protocol

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

➤ PUBLIC HEARINGS

- **PC2235 - Zoning Map Amendment Request:** Receipt of public comment on a request by Adam Wilkerson, representing owner Savitr Estates, LLC, to rezone 174 Minus Avenue from C-2A to an M zoning district for the proposed use as a hotel, multi-family, and laundromat.
- **FY2023 Proposed Budget:** The City Manager will present the proposed FY2023 Operating and Capital Budget for public comment.

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 October 17, 2022, Pre-Agenda Session Minutes and Council Meeting Minutes.

City Manager's Report

- Updates and announcements

➤ **ITEMS FOR CONSIDERATION**

- **Ordinance - Speed Zones:** An ordinance to amend the Code of Ordinances for Garden City, Georgia, as amended, to amend Article I and Article II of Appendix B to the Code, which is incorporated into Section 78-3 for the purpose of reestablishing speed zones within the city.
- **Ordinance - Fire Protection Utility Enterprise Fund:** An ordinance to amend Chapter 34, Article III, pertaining to the Fire Protection Enterprise Fund, for the Purpose of excluding emergency management services from its coverage and deleting any reference to the method for calculating fire protection fees which are addressed in Code Section 34-101.
- **Ordinance - Fire Protection Fee:** An ordinance to amend Chapter 34 of the Code of Ordinances of the City of Garden City to provide for an article replacing the current Article IV pertaining to the establishment of the City's fire protection fee rate structure and billing rate; to provide for definitions; to provide for fire protection utility customer classes; to provide for fire protection fee charge rates; to provide for fire protection fee charge exemptions; to provide for fire protection fee charge credits; to provide for fire protection fee billing, delinquencies, collections, and adjustments; to provide for appeals; to provide an effective date; to provide for the repeal of conflicting ordinances; and for other purposes.
- **Resolution - Fire Rescue Automatic Aid Agreement:** A resolution authorizing the Garden City Fire Rescue Department to enter an agreement and memorandum of understanding with the City of Port Wentworth Fire Rescue Department for automatic aid protocols for structure fire responses.
- **Resolution - FY2023 Police Department Tasers:** A resolution to accept the proposal from Axon Enterprises, Inc., to sell the City twenty-five (25) Taser 7 weapons together with the customary accessories at the total price of \$90,168.48, and to authorize the City Manager to sign a purchase agreement.
- **Resolution - Rostan Solutions Agreement:** A resolution to extend the master service agreement with Rostan Solutions, LLC, for debris monitoring and public assistance consulting services.

➤ **ADJOURN**

City of Garden City Rezoning Application



Development Information

Development Name (If applicable)

Property Address

174 Minus Avenue

Garden City, Georgia 31408

Current Zoning	Proposed Zoning
C-2A	M (Mixed use)
Current Use	Proposed Use
Vacant Lot	Hotel, Multifamily, and Laundromat
Parcel ID	Total Site Acreage
60015 07019, 020, 021	0.89
Proposed Water Supply	Proposed Sewage Disposal
<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private

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

The property is currently cleared with the construction of the hotel being completed on the northern portion.

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

This mixed use development will be an upscale property. The hotel will be a nice facility with a full restaurant and bar, the laundromat will be a nice facility with staff on site, and the apartments will be quality apartments to assist with the affordable housing shortage in Garden City.

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

A grocery store and medical facility are located to the north. Commercial/industrial facilities are located to the west.

Single family residential and a motel are located to the south.

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 Garden City Urban Redevelopment plan appears to designate this area for more high density residential developments. The hotel and apartments will allow for a convenient accommodation for workers and traveling businessmen. Additionally, the restaurant will be a nice addition for residents in the area.

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.

It should not. The current zoning allows for Heavy commercial use and alcohol sales. Establishments built in this zoning would most likely have higher large truck traffic and employee traffic than the proposed development.

Please provide any additional information that you deem relevant.

City of Garden City Rezoning Application



Applicant Information

Owner	
Name	Address
Sunil Patel	275 Spanton Crescent, Pooler, GA 313228
Phone	Email
917-501-9867	alarehotels@gmail.com
Nature of Ownership Interest	
Is the Owner an: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Firm <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> 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)
Phone	Email
Authorized Agent (Requires Authorized Agent Form) <input type="checkbox"/> Check here to receive staff review comments via email	
Company Name	Contact (Individual Name)
Goose Creek, LLC	Adam Wilkinson, P.E.
Phone	Email
912-231-5157	awilkinson@goosecreekeng.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	

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.

Adam Wilkinson		10/07/22
Print Name	Signature	Date

OFFICE USE ONLY		
Received By	Date Received	Case Number PC2235
Submittal Format <input type="checkbox"/> Electronic <input type="checkbox"/> Paper <input type="checkbox"/> Both	Fee Amount Paid	Invoice Number



GARDEN CITY
PLANNING &
ECONOMIC DEVELOPMENT

MEMORANDUM

To: Garden City Planning Commission & Board of Appeals
From: Denise R. Grabowski, AICP, LEED AP, Planning Consultant
Date: October 19, 2022
Re: PC2235 – 174 Minus Avenue, Garden City

<i>Application Type</i>	<i>Zoning Map Amendment (Rezoning)</i>
<i>Case Number</i>	PC2235
<i>Applicant</i>	Sunil Patel
<i>Name of Project</i>	Winslow Place
<i>Property Address</i>	174 Minus Avenue, Garden City
<i>Parcel ID</i>	60015 07019, 020, 021
<i>Area of Property</i>	0.89 acres
<i>Existing Zoning</i>	C-2A Heavy Commercial
<i>Existing Land Use</i>	Undeveloped
<i>Proposed Zoning</i>	M (Mixed-Use)
<i>Proposed Land Use</i>	Laundromat, Multi-family
<i>Comp Plan – Future Land Use</i>	Commercial Redevelopment

GENERAL INFORMATION

Project Description: The applicant is proposing to develop the southern portion of the property as a laundromat and multi-family complex.

Background / Additional Context: The applicant is currently developing a hotel on the northern portion of the site. The hotel site plan was approved by the Planning Commission in 2019. The hotel and subject property parcels have been combined and subdivided so that the hotel and proposed new development are on separate parcels. The SAGIS records have not yet been updated to reflect the new configuration of the parcels.

FINDINGS

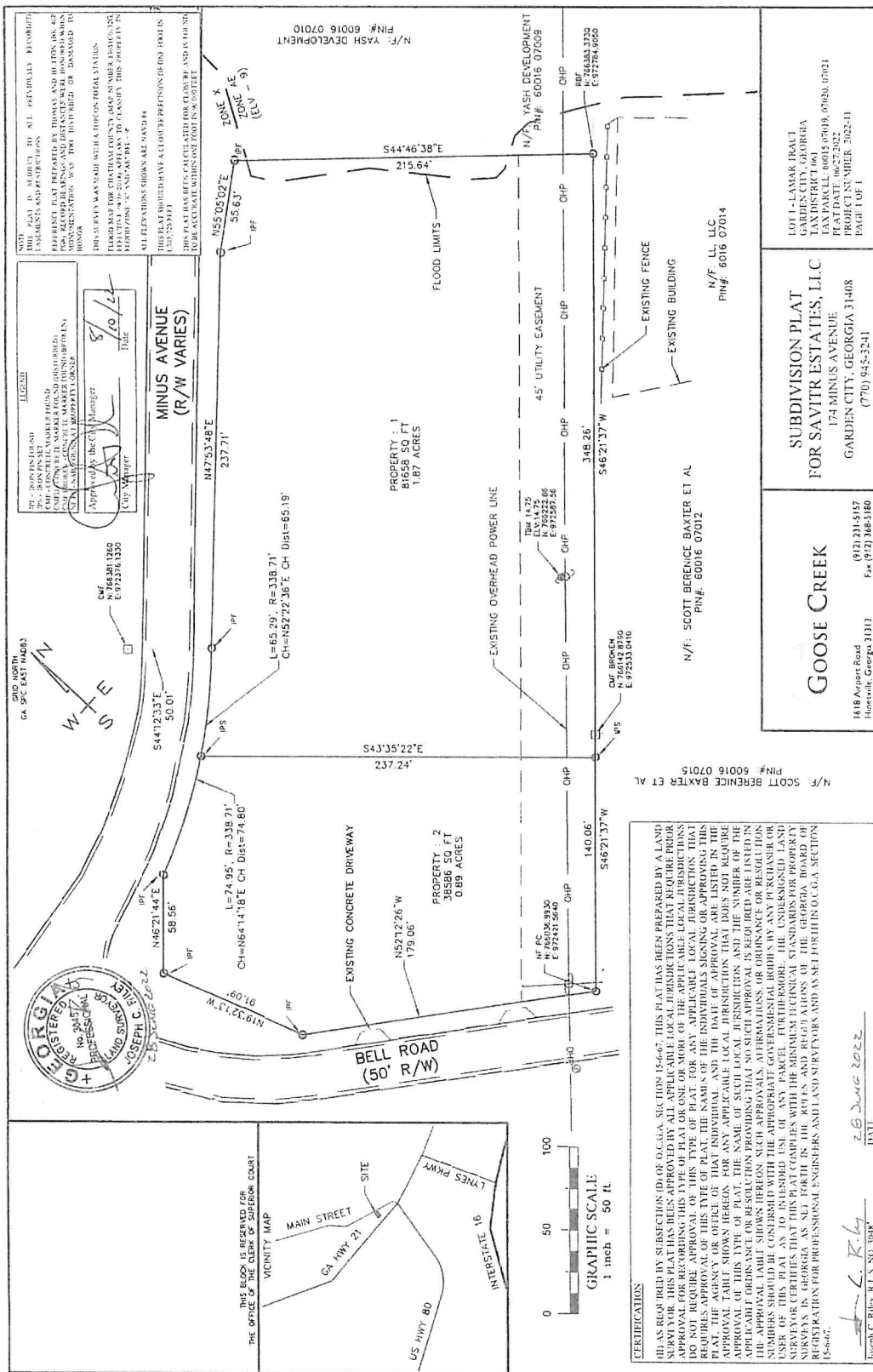
Staff has determined this application is complete and contains all required information. In conformance with the City of Garden City Zoning Ordinance Section 90-201(c), the following factors are to be considered for a rezoning request:

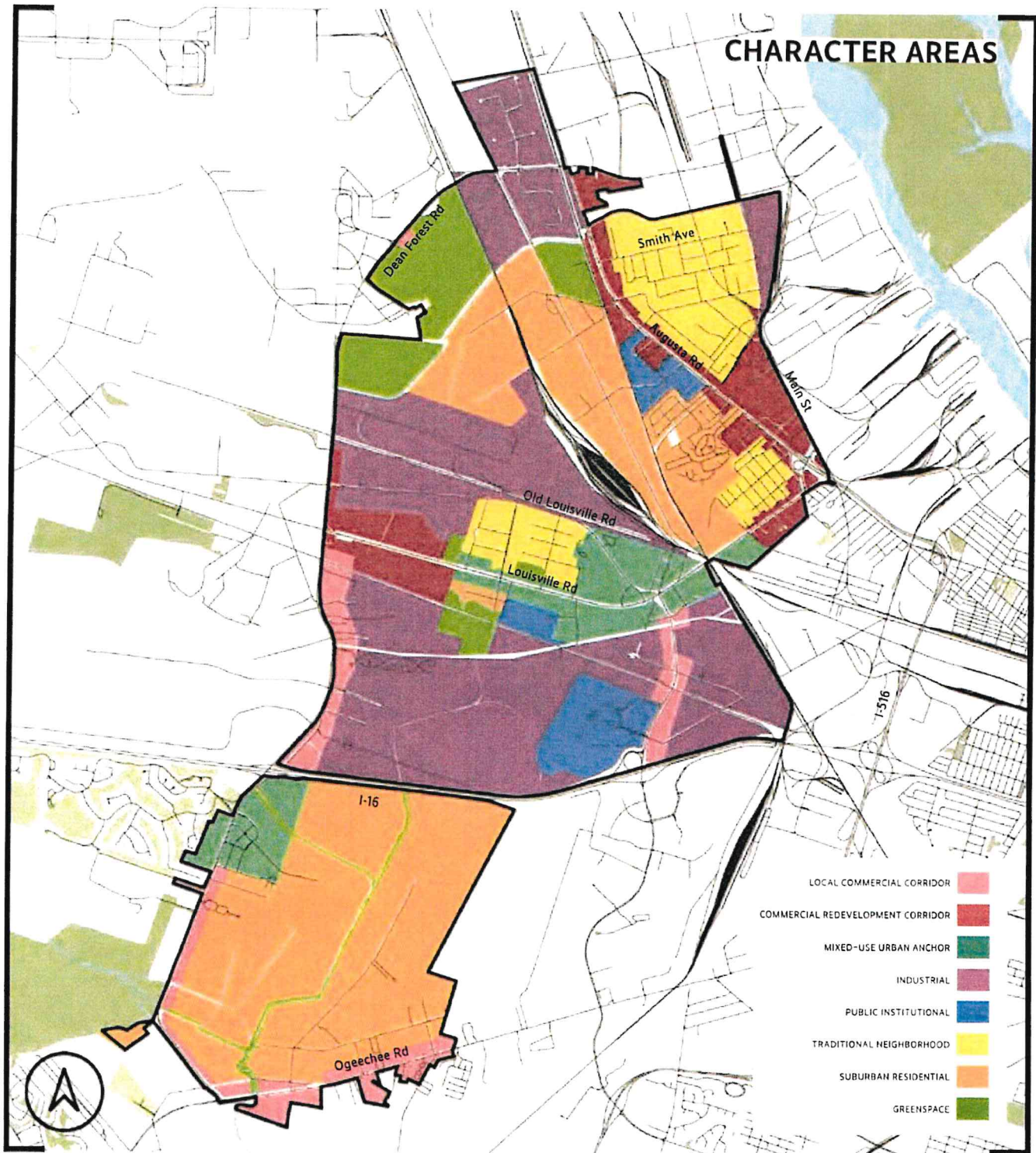
1. *Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?*
The properties in this area are zoned C-2A. The Mixed-Use zoning district is compatible with the zoning in the area.
2. *Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?*
No. Mixed-Use zoning is consistent with the development patterns in this 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?*
No. Mixed-Use zoning is generally less intensive than the current C-2A zoning.
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. This area is primarily commercial.
5. *Is there an imminent need for the rezoning and is the property likely to be used for the use requested?*
Yes. The applicant is proposing multi-family housing and a new laundromat, which will be staffed during operating hours. There is a need for additional housing in Chatham County.
6. *Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?*
No.
7. *Such other matters as the Planning Commission deems relevant.*
The Future Land Use Map indicates this area as Commercial and the Character area map indicates this as a redevelopment area. The proposed development could help initiate reinvestment in older properties.

RECOMMENDATION

Approval of the rezoning request from Heavy Commercial (C-2A) to Mixed-Use (M).

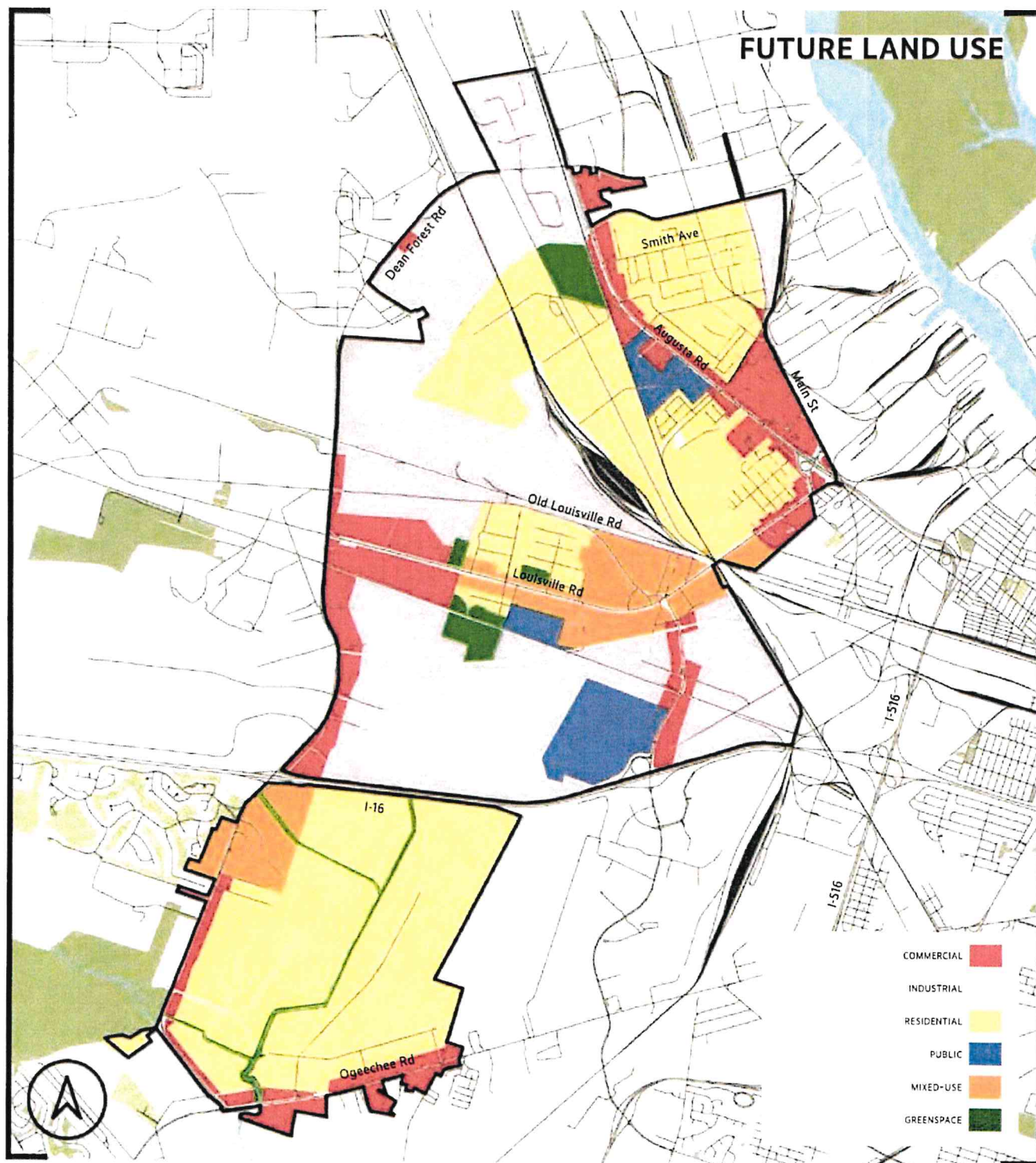
Note: Approval, if granted, by the Planning Commission only constitutes the initial step in the overall process and additional requirements still must be met prior to commencement of any construction activities. The Petitioner should note that final approval of the site plan will require City staff approval 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.



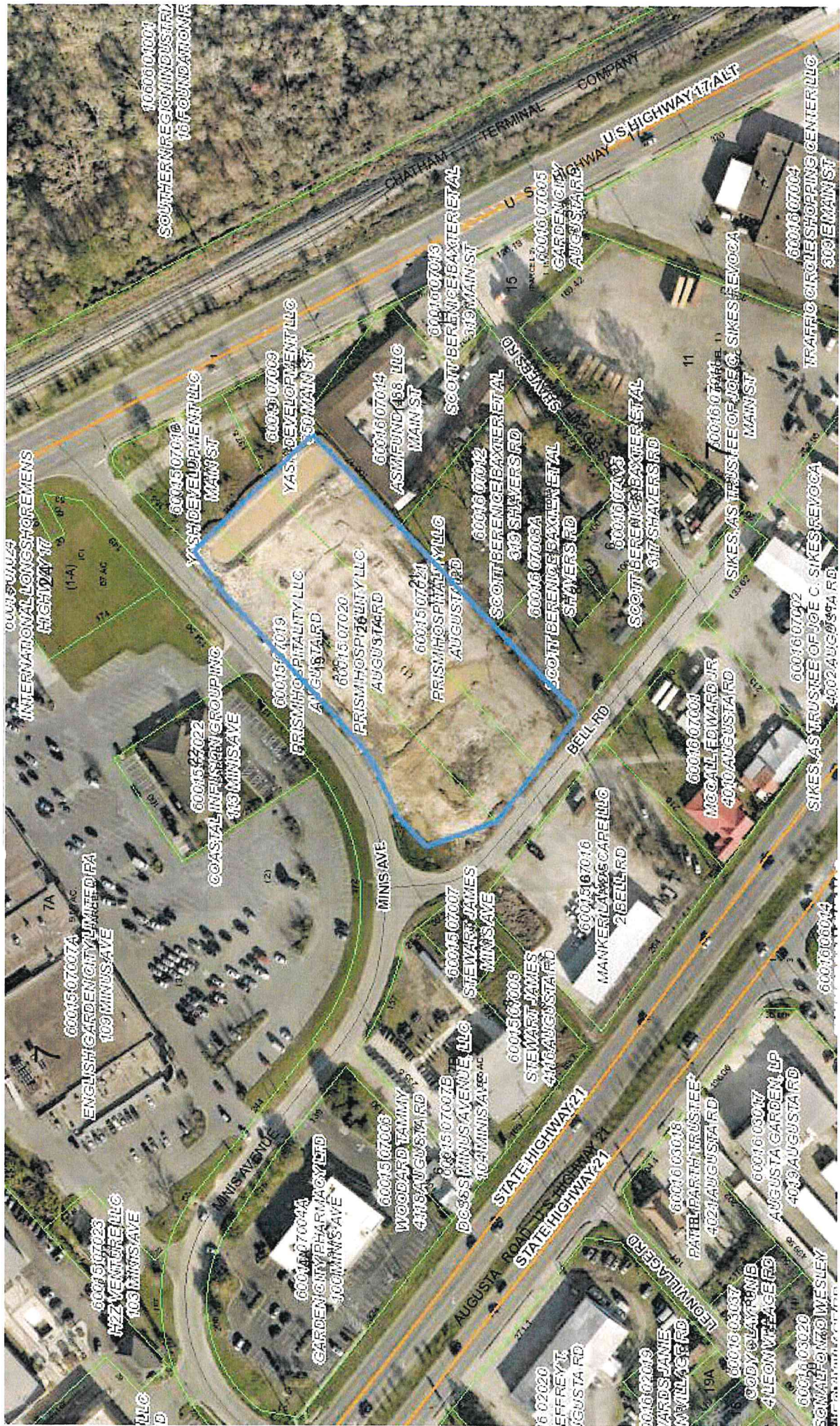


Map 4.7-Character Areas, Garden City





174 MINUS AVENUE



MINUTES
City Council Meeting
Monday, October 17, 2022 – 6:00 p.m.

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

Roll Call:

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

Staff Members: Scott Robider, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Gil Ballard, Chief of Police; Mike Dick, Fire Chief, Jon Bayer, Public Works Director; Chris Snider, Systems Administrator; and Cliff Ducey, Recreation Director.

Formal Public Comment: A representative from the Metropolitan Planning Commission presented an overview of the Metropolitan Transportation Plan and its development process.

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

Mr. Gary Monroe requested funding to be included in the budget for training for the Planning Commission Members.

There being no other speakers, Mayor Campbell closed the informal public comment portion of the meeting.

Public Hearings

Alcoholic Beverage License Application (Family Dollar): Mayor Campbell opened the public hearing to receive public comment on an alcoholic beverage license application made by Horace Polite, Jr., to sell wines, beer, and malt beverages at Family Dollar Stores of Georgia, LLC, (D/B/A) Family Dollar Store #21809, 4302 August Road, Garden City, Georgia.

There being no speakers in favor or opposed to the application; Mayor Campbell closed the public hearing.

Alcoholic Beverage License Application: Mayor Campbell opened the public hearing to receive public comment on an alcoholic beverage license application made by Himansu Patel, to sell wines, beer, and malt beverages at Jai Dwarkadish, LLC, (D/B/A Garden City Texaco) 511 U.S. Highway 80 West Unit A, Garden City, Georgia.

There being no speakers in favor or opposed to the application; Mayor Campbell closed the public hearing.

City Council Minutes: Councilmember Hall motioned to approve the minutes from the October 3, 2022, pre-agenda session and city council meeting and the synopsis from the October 10, 2022, city council workshop. The motion was seconded by Councilmember Daniel and passed without opposition.

City Manager's Report: The City Manager reported that we continue improving the city's website and implementing other city apps.

Items for Consideration

Second Reading- Ordinance, Zoning Map Amendment: The Clerk of Council read for the second reading the heading of an ordinance to amend the Zoning Ordinance and Map of Garden City, Georgia, as amended, to rezone certain property owned by 1143 & 1445 Dean Forest Road, LLC, located at 1445 Dean Forest Road in Garden City, Georgia, from its present zoning classification of “R-A” to an “R-2” zoning classification.

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

Mayor Campbell stated that the second reading's motion to adopt the ordinance passed by a 5 to 2 vote.

Resolution, NextSite Agreement: The Clerk of Council read the heading of a resolution authorizing Garden City, Georgia, to enter into an agreement with NextSite, LLC, for providing research marketing and consulting services aimed at recruiting new commercial development and re-development for certain sites/corridors within Garden City.

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

Resolution, Industrial Zoning Moratorium Extension: The Clerk of Council read the heading of a resolution extending until January 1, 2023, the Moratorium on the acceptance of applications for the rezoning of any property to an industrial zoning classification or district while the City considers changes to its zoning ordinances.

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

Alcoholic Beverage License Application: The Clerk of Council stated that we have for consideration an alcoholic beverage license application made by Horace Polite, Jr., to sell wines, beer, and malt beverages at Family Dollar Stores of Georgia, LLC, (D/B/A) Family Dollar Store #21809, 4302 August Road, Garden City, Georgia.

Councilmember Daniel motioned to approve the application. Councilmember Hall seconded the motion. Councilmember Daniel, Councilmember Hall, Councilmember Morris, Councilmember Ruiz, Councilmember Tice, and Mayor Campbell voted in favor, with Councilmember Lassiter opposed.

Alcoholic Beverage License Application: The Clerk of Council stated that we have for consideration an alcoholic beverage license application made by Himansu Patel to sell wines, beer, and malt beverages at Jai Dwarkadish, LLC, (D/B/A Garden City Texaco) 511 U.S. Highway 80 West Unit A, Garden City, Georgia.

Councilmember Lassiter motioned to approve the application. The motion was seconded by Councilmember Daniel and passed without opposition.

President of Council Appointment: The City Attorney explained the President of Council's role and the nomination process. Mayor Campbell opened the floor for nominations from the City Council for President of Council.

Councilmember Morris nominated Councilmember Lassiter. Councilmember Daniel nominated Councilmember Hall.

Mayor Campbell asked all in favor of Councilmember Lassiter. Councilmember Morris, Councilmember Lassiter, and Councilmember Tice voted in favor of Councilmember Lassiter.

Mayor Campbell asked all in favor of Councilmember Hall. Councilmember Daniel, Councilmember Hall, Councilmember Ruiz, and Mayor Campbell voted in favor of Councilmember Hall.

Mayor Campbell stated that Councilmember Hall is appointed President of Council by a vote of 4 to 3.

Adjournment: There being no other items on the agenda, Mayor Campbell called for a motion to adjourn. Councilmember Daniel motioned to adjourn at approximately 6:28 p.m. The motion was seconded by Councilmember Hall and passed without opposition.

Transcribed & submitted by: The Clerk of Council
Accepted & approved by: The City Council 11/7/22

SYNOPSIS

Pre-Agenda Session Monday, October 17, 2022 – 5:30 p.m.

Call to Order: Mayor Campbell called the pre-agenda session to order at approximately 5:30 p.m.

Roll Call

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

Staff Members: Scott Robider, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Gil Ballard, Chief of Police; Mike Dick, Fire Chief, Yolanda Irizarry, HR Director; Jon Bayer, Public Works Director; Chris Snider, Systems Administrator; and Cliff Ducey, Recreation Director.

FY2023 Proposed Budget Summation: The City Manager stated that the FY2023 Budget Summation was included in the City Council's agenda packet and asked if the City Council had any questions or changes. There being no questions or recommended changes from the City Council, the City Manager said that staff will move forward with advertising the public hearing for the November 7th council meeting. He said action by the City Council to adopt the FY23 Budget would be held at the November 21st council meeting.

Review of the City Council Agenda Items: The City Manager gave an overview of the items on the council agenda for consideration.

Councilmember Morris expressed concerns about the rise in crime stats in her district. She noted that they seem to be on the increase in all of the council districts except council district four. She asked the Chief for suggestions on what could be done.

Chief Ballard replied that the numbers are what they are. There is an uptick in people assaulting each other. He said you have to remember that your district, district 3, has hotels.

Councilmember Ruiz said she would like to return to receiving the crime reports. She said the website you referred us to is not user-friendly. Chief Ballard replied that we got away from doing that report because it takes much time to compile it, but we can go back to doing it if that is what the Council wants.

Councilmember Lassiter thanked the Fire Department for installing the smoke detectors on Saturday in his district. He noted that the Fire Department installed about sixty smoke detectors.

Councilmember Tice expressed concerns about motorists riding the turn lanes, especially at Smith Avenue and Highway 21. The City Manager said that we would need to get with GDOT.

There being no other items to discuss, the City Council unanimously adjourned the pre-agenda session.

Transcribed & submitted by: The Clerk of Council
Accepted & approved by: The City Council 11/7/22

ORDINANCE 2022-

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR GARDEN CITY, GEORGIA, AS AMENDED, TO AMEND ARTICLE I AND ARTICLE II OF APPENDIX B TO THE CODE WHICH ARE INCORPORATED INTO SECTION 78-3 FOR THE PURPOSE OF REESTABLISHING SPEED ZONES WITHIN THE CITY; 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 that the Code of Ordinances for Garden City, Georgia, as amended, be amended as follows:

Section 1: Section 78-3 of the Code of Ordinances of Garden City, Georgia, entitled "Speed Limits" is hereby amended by deleting Article I of Appendix B (Traffic Schedules) which is entitled "Speed Limits for On-System Highways" and Article II of Appendix B (Traffic Schedules) which is entitled "Speed Limits for Off-System Highways" which are incorporated into said Code Section by reference so as to establish speed zones within Garden City, and substituting in lieu thereof the Article I and the Article II which are attached hereto as Exhibit "A" reestablishing the speed zones based on engineering and traffic investigations conducted pursuant to law.

Section 2: This Ordinance shall become effective on the date when appropriate speed signs are erected.

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

Adopted this ____ day of November, 2022.

Rhonda Ferrell-Bowles, Clerk of Council

Received and approved this _____ day of November, 2022.

Bruce Campbell, Mayor

Read first time: _____

Read second time and passed: _____

EXHIBIT "A"

APPENDIX B - TRAFFIC SCHEDULES

ARTICLE I. SPEED LIMITS FOR ON-SYSTEM HIGHWAYS

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
21	GARDEN CITY	0.09 mi. north of CR 717 Allen Blvd.(S. Garden City Limits)	6.99	0.02 mi. north of S.R. 307(N. Garden City Limits)(S. Port Wentworth City Limits)	9.81	2.82	45
21 * SCHOOL ZONE * *****	GARDEN CITY <i>Robert W. Groves High School & Mercer Middle School</i>	0.02 mi. north of S.R. 21 Spur	7.92	0.03 mi. north of CS 59101 Rommel Ave.	8.66	0.74	30
21 Spur	GARDEN CITY	S.R. 21	0.00	0.38 mi. north of S.R. 21 (N. Garden City Limits)	0.38	0.38	35
25 U.S 17	GARDEN CITY	S.R. 307 (S. Garden City Limits)	6.73	0.04 mi. south of CR 55 Azalea Dr. (N. Garden City Limits)	8.31	1.58	45
25 U.S. 17 * SCHOOL ZONE *	GARDEN CITY <i>Gould Elementary School</i>	0.10 mi. south of CR 53 Fall Ave.	8.09	0.10 mi. north of CR 53 Fall Ave.	8.29	0.20	25
25 U.S. 17	GARDEN CITY	<i>This segment of roadway runs common with S.R. 21 from M.P. 14.38 (S. Garden City Limits) to M.P. 14.60 at SR 26 Connector.</i>					
25 U.S. 17	GARDEN CITY	S.R. 26 Conn.	14.60	0.20 mi. S. S.R. 21 Spur	15.14	0.54	45
25 U.S. 17	GARDEN CITY	0.20 mi. S. S.R. 21 Spur	15.14	0.01 mi. north of S.R. 307(N. Garden City Limits)(S. Port Wentworth City Limits)	16.73	1.59	35
26 U.S. 80	GARDEN CITY	0.01 mi. east of S.R. 307(E. Savannah City	8.63	CS 569 Alfred St.	11.61	2.98	45

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
		Limits)(W. Garden City Limits)					
26 U.S. 80	GARDEN CITY	CS 569 Alfred St.	11.61	0.08 mi. east of CS 503 3 rd St. (E. Garden City Limits) (W. Savannah City Limits)	12.03	0.42	35
307	GARDEN CITY	S.R. 25/US 17 (S. Garden City Limits)	0.00	S.R. 404 (I-16) (N. Garden City Limits) (S. Savannah City Limits)	2.43	2.43	45
307	GARDEN CITY	0.08 mi. north of CS 1500 Robert Miller Rd. (S. Garden City Limits) (N. Savannah City Limits)	6.67	0.32 mi. south of CS 602 Export Blvd. (N. Garden City Limits) (S. Savannah City Limits)	6.83	0.16	45
307	GARDEN CITY	0.17 mi. south of CS 602 Export Blvd. (N. Savannah City Limits) (S. Garden City Limits)	6.98	S.R. 21 (N. Garden City Limits)	7.47	0.49	45

SCHOOL ZONES ARE EFFECTIVE

*******Automated Traffic Enforcement Safety Device*******

A.M. from 45 minutes prior to commencement time to 15 minutes after commencement time

SCHOOL DAYS ONLY.

P.M. from 30 minutes prior to dismissal time to 30 minutes after dismissal time –
SCHOOL DAYS ONLY.

APPENDIX B - TRAFFIC SCHEDULES

ARTICLE II. SPEED LIMITS FOR OFF-SYSTEM HIGHWAYS

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Airport Park Dr.	GARDEN CITY	Dean Forest Rd.	Dead End	0.30	25
Azalea Ave.	GARDEN CITY	Camellia Ave.	Ansford Dr.	0.50	30
Big Hill Rd.	GARDEN CITY	SR 21	Dead End	1.00	30
Brampton Rd.	GARDEN CITY	SR 21	Main St.	0.30	35
Bunger Rd.	GARDEN CITY	Telfair Rd.	I-16 overpass	0.40	35
Burnsed Ave	GARDEN CITY	SR 26	Main St.	0.30	35
Camellia Ave	GARDEN CITY	Nelson Ave.	Azalea Ave.	0.30	30
Chatham Parkway	GARDEN CITY	I-16	SR 26	1.23	45
Chatham Villa D.	GARDEN CITY	SR 21	Byck Ave.	0.40	25
Cooper Ave.	GARDEN CITY	Oglesby Ave.	Priscilla Thomas Way	0.20	30
Davis Ave.	GARDEN CITY	8 th St.	Dead End	0.80	25
Fall Ave.	GARDEN CITY	SR 25	Pineland Dr.	0.20	25
Governor St.	GARDEN CITY	Talmdage Ave.	Griffin Ave.	0.40	30
Griffin Ave.	GARDEN CITY	SR 26	Old Louisville	0.40	30
Heidt Ave.	GARDEN CITY	SR 26	Old Louisville Ave	0.40	30
Kessler Ave.	GARDEN CITY	Old Louisville Rd.	SR 26	0.60	35
Kessler Ave. * SCHOOL ZONE * *****	GARDEN CITY Garden City Elementary	600 ft. W. of School Entrance	600 Ft. E. of School Entrance	0.20	25
Louisville Rd.	GARDEN CITY	SR 307	Kessler Ave.	1.67	35
Louisville Rd.	GARDEN CITY	Kessler Ave.	Heidt Ave.	0.65	35
Minus Ave.	GARDEN CITY	SR 25	0.80 Mi. W. of SR 25	0.80	30
Nelson Ave.	GARDEN CITY	Azalea Ave.	SR 25	0.60	30
Oak St.	GARDEN CITY	SR 21	Dead End	0.30	25
Old Dean Forest Rd.	GARDEN CITY	Airport Park Dr.	Dead End	0.40	25
Pineland Dr.	GARDEN CITY	Salt Creek Rd.	Dead End	1.01	25
Pineland Dr. * SCHOOL ZONE *	GARDEN CITY Pineland Christian Academy	0.15 mi S. of Fall Ave.	0.05 mi N. of Pineland Ave.	0.20	25
Prosperity Dr.	GARDEN CITY	SR 307	Dead End	0.30	25
Rommel Ave.	GARDEN CITY	SR 21	SR 25	1.00	30
Russell Ave.	GARDEN CITY	SR 21	Nelson Ave.	0.30	30
Salt Creek Rd.	GARDEN CITY	SR 25	Dead End	1.60	30
Sharon Park Dr.	GARDEN CITY	SR 26	Old Louisville	0.40	30
Silk Hope Rd. S	GARDEN CITY	Salt Creek Rd.	Dead End	0.20	25
Smith Ave.	GARDEN CITY	SR 21	SR 25	1.00	30
Sparkman Dr.	GARDEN CITY	SR 21	Dead End	0.40	30
Sunshine Ave.	GARDEN CITY	SR 307	Dead End	0.20	25
Talmdage Ave. N	GARDEN CITY	SR 26	Old Louisville	0.50	30
Talmdage Ave. S	GARDEN CITY	SR 26	Dead End	0.20	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Telfair Rd	GARDEN CITY	Chatham Pkwy.	0.20 mi. N. Chatham Pkwy.	0.20	25
Telfair Rd.	GARDEN CITY	0.20 mi. N Chatham Pkwy.	Tremont Rd.	0.75	35
Telfair Place Rd.	GARDEN CITY	Telfair Rd.	Chatham Pkwy.	0.44	25
Telfair Place Rd.	GARDEN CITY	Chatham Pkwy.	Dead End	0.28	25
Third St.	GARDEN CITY	Minus Ave.	SR 26	0.50	25
Tremont Rd.	GARDEN CITY	Telfair Rd	I-16 Overpass	0.30	35
Tower Dr.	GARDEN CITY	Pineland Dr.	SR 25	0.20	25
Town Center Dr	GARDEN CITY	SR 307	Sunshine Ave.	0.40	25
Varnedoe Ave.	GARDEN CITY	Rommel Ave.	SR 21	0.30	30
Wheathill Rd.	GARDEN CITY	SR 21	Garden City W. City Lmt.	1.60	30
Woodlawn Ave.	GARDEN CITY	Tallmadge Ave.	Dead End	0.20	25
4 th Street	GARDEN CITY	SR 16	Oak St.	0.30	25
5 th Street	GARDEN CITY	Oak St.	Dead End	0.90	25
6 th Street	GARDEN CITY	SR 26	Dead End	0.30	30
13 th Street	GARDEN CITY	Tallmadge Ave.	Griffin Ave.	0.20	30

SCHOOL ZONES ARE EFFECTIVE

*******Automated Traffic Enforcement Safety Device*******

A.M. from 45 minutes prior to commencement time to 15 minutes after commencement time

SCHOOL DAYS ONLY.

P.M. from 30 minutes prior to dismissal time to 30 minutes after dismissal time –

SCHOOL DAYS ONLY.

ORDINANCE 2022-

AN ORDINANCE TO AMEND CHAPTER 34, ARTICLE III, PERTAINING TO THE FIRE PROTECTION ENTERPRISE FUND, FOR THE PURPOSE OF EXCLUDING EMERGENCY MANAGEMENT SERVICES FROM ITS COVERAGE AND DELETING ANY REFERENCE TO THE METHOD FOR CALCULATING FIRE PROTECTION FEES WHICH IS ADDRESSED IN CODE SECTION 34-101 ET SEQ.; 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 34, Article III, of the Garden City Code, as amended, relating to the Fire Protection Enterprise Fund is amended as follows for the purpose of excluding from its coverage emergency management services which are funded by the City's General Operating Fund:

(a) All references to "emergency management services" in Paragraph (3) of City Code Section 34-72 entitled "Findings of Fact" are deleted so that said Paragraph shall read as follows:

"Sec. 34-72. Findings of Fact

The Garden City Mayor and City Council make the following findings of fact:

- (3) In promulgating the regulations contained in this Article, Garden City is acting pursuant to authority granted by the Constitution and laws of the State of Georgia and its City Charter to provide fire protection services to all properties within the City's service area. Fire protection services are needed and provide benefits to all properties within the City's service area."

(b) The definition of Fire Protection Services set forth in City Code Section 34-73 entitled "Definitions" shall exclude Emergency Management Services which are currently included as Paragraph (5) thereof so that said definition shall read as follows:

"Sec. 34-73. Definitions

The following words, terms and phrases, when used in this Article shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Fire Protection Services mean all services provided by the City which relate to:

- (1) Fire prevention and protection;
- (2) Management and operation of the fire protection program;

- (3) Maintenance, repair and replacement of existing fire protection facilities and equipment;
- (4) Planning, development, design and construction of additional fire protection facilities to meet current and anticipated needs;
- (5) Regulation and enforcement of fire safety prevention and protection services and facilities; and,
- (6) Compliance with applicable state and federal fire protection regulations and permit requirements.”

Section 2: Chapter 34, Article III, of the Garden City Code, as amended, relating to the Fire Protection Enterprise Fund is amended as follows for the purpose of excluding any reference therein to the method for calculating fire protection fees which is addressed in Code Section 34-101 et seq.:

(a) Paragraph (11) of City Code Section 34-72 entitled “Findings of Fact” referencing a schedule of fire protection fee charges and the basis therefor is deleted in its entirety.

Section 3. Repealer. All ordinances or parts thereof which are in conflict with any provision or any section, subsection, paragraph, provision or clause of this ordinance are hereby repealed to the extent of the conflict.

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

ADOPTED this 7th_ day of November, 2022.

Rhonda Ferrell-Bowles
Clerk of Council

RECEIVED AND APPROVED this the 7th day of November, 2022.

BRUCE CAMPBELL
Mayor

Read first time:

Read second time and approved:

AN ORDINANCE TO AMEND CHAPTER 34 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY TO PROVIDE FOR AN ARTICLE REPLACING THE CURRENT ARTICLE IV PERTAINING TO THE ESTABLISHMENT OF THE CITY'S FIRE PROTECTION FEE RATE STRUCTURE AND BILLING RATE; TO PROVIDE FOR DEFINITIONS; TO PROVIDE FOR FIRE PROTECTION UTILITY CUSTOMER CLASSES; TO PROVIDE FOR FIRE PROTECTION FEE CHARGE RATES; TO PROVIDE FOR FIRE PROTECTION FEE CHARGE EXEMPTIONS; TO PROVIDE FOR FIRE PROTECTION FEE CHARGE CREDITS; TO PROVIDE FOR FIRE PROTECTION FEE BILLING, DELINQUENCIES, COLLECTIONS, AND ADJUSTMENTS; TO PROVIDE FOR APPEALS; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY The Mayor and Council Members of the City of Garden City, Georgia, and it is hereby ordained by the authority thereof that Chapter 34 of the Code of Ordinances of the City of Garden City is hereby amended by replacing the current Article IV entitled "Fire Protection Fee Rate Ordinance" with a new Article IV with the same title in accordance with the following Sections:

Section 1: Chapter 34 of the City Code, as amended, relating to fire protection services, is amended by replacing the current Article IV pertaining to the establishment of the Fire Protection Fee Structure and Billing Rate with the following Article IV:

**"ARTICLE IV.
FIRE PROTECTION FEE RATE ORDINANCE**

Sec. 34-101. Purpose

This ordinance shall serve the purpose of establishment and set up of the Fire Protection Fee Rate Structure and Billing Rate.

Sec. 34-102. Definitions

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Credit means a reduction in the amount of a customer's fire protection fee charge in recognition of a customer's efforts to mitigate the response burden imposed on the Garden City Fire Department, and the Fire Protection Utility's cost of providing fire protection and/or emergency management services.

Dwelling Unit shall mean a structure, regardless of the type or method of construction, which contains one (1) or more bedrooms, a bathroom, and cooking facilities, designed for occupancy by a one or more person(s) regardless of relationship, living as a single-family unit.

Manufactured Home Park means a common development (with a single property owner or entity) of more than one factory-built or prefabricated housing structures that have been partially or entirely assembled at another location and moved into the development.

Non-Single Family Residential (NSFR) Property shall mean a developed parcel of land that consists of various non-residential land uses including, but not limited to: (1) multi-family, commercial (including mixed commercial & residential), office/institutional, public, transportation, industrial, manufacturing and storage buildings and facilities; (2) parking lots, parks, public and private schools, universities and hospitals; (3) streets, roads, water and wastewater treatment plants; and (4) any other form of use not specifically defined as a single family residential property (SFR).

Non-Single Family Residential (NSFR) Customer shall mean a utility customer whose property meets the definition of NSFR whether such customer is the owner of the parcel or a tenant of the owner.

Single-Family Residential (SFR) Property means developed property containing one residential structure with no more than two dwelling units in or attached thereto, situated upon a single lot of record. Improved property may be classified as SFR even if supplemental accessory structures are present such as garages, carports, storage buildings, guesthouses, servants or caretakers' quarters, cottages or barns, or the presence of a commercial use within the residence, as long as such use does not materially alter the single-family residential structure or necessitate additional needed fire flow. SFR properties shall not include improved property containing structures used primarily for non-residential purposes and as defined herein; manufactured homes located within manufactured home parks where the land is owned by someone other than the owners of the manufactured homes; residential condominium developments with more than two units; or vacant/undeveloped property.

Single-family Residential (SFR) Customer means a utility customer of the City residing in a dwelling unit whether such customer is the owner of the dwelling unit, a tenant of the owner of the dwelling unit, or a resident of the dwelling unit.

Undeveloped Property means a parcel with no habitable structures located within the parcel boundaries.

Undeveloped Property Customer shall mean a utility customer whose property meets the definition of an undeveloped property.

Unless otherwise defined within this Article, the definitions included in the Fire Protection Enterprise Fund Ordinance (Code Section 34-71 et seq.) are adopted herein by reference.

The professional engineering and financing analysis documents entitled: *Technical Memorandum No. 1, dated September 29, 2022*, and the applicable supporting, project-related documents are incorporated herein by reference.

Sec. 34-103. Fire Protection Utility Customer Classes.

- (a) The Fire Protection Utility shall establish specified customer classes within the service area to reflect differences in building structure and contents; needed fire flow; fire protection services provided by the City to the Fire Protection Utility customers; and the respective demand that those customers' properties place on the Garden City Fire Department (GCFD), water supply system, and fire protection vehicles and equipment. All State, Federal, and County properties are subject to the user fee charges on the same basis as private properties. The Fire Protection Utility classes will encompass all developed and undeveloped properties within the City and are defined as follows:
 - (1) The Single Family Residential (SFR) Class shall consist of all developed properties classified as SFR customers per the applicable definition.
 - (2) The Non-Single Family Residential (NSFR) Class shall consist of all developed properties classified as NSFR customers per the applicable definition.
 - (3) The Undeveloped Class shall consist of properties classified as undeveloped per the applicable definition.
- (b) Documentation pertaining to the Fire Protection Utility customer classes shall be kept on file in the office of the Fire Protection Utility Manager for public inspection.

Sec. 34-104. Fire Protection Fee Charge Rates

- (a) The Fire Protection Utility shall impose a fire protection fee on all properties within the service area in a fair and equitable manner. The Fire Protection Utility shall apportion the cost of delivering fire protection services to all properties based on the demand the property places on the GCFD and the fire protection services provided.
- (b) Fire Protection fee charge rates shall be set and may be modified from time to time by the governing body of the City. A schedule of said rates

shall be on file in the office of the City Clerk of Garden City. In setting or modifying such rates, it shall be the goal of the City to establish rates that are fair, equitable and reasonable and, together with other funding sources available to the Garden City Fire Protection Utility for services, systems, and/or facilities related to fire protection services, are sufficient to support the cost of the GCFD, including, but not limited to, the payment of principal and interest on debt obligations, lease payments, operating expenses, capital outlays, non-operating expenses, provisions for prudent reserves and other costs as deemed appropriate by the City.

- (c) The basis for calculation of the fire protection fee charge to all property within the City is established in this Article. The City shall assign or determine the customer class, the acreage of each land parcel, the square footage of structures, and other pertinent factors as may be needed for the fair, reasonable and equitable allocation of the costs to deliver fire protection services and to calculate the fire protection fee charges for all properties in the City.
- (d) Fire protection fees shall be reflective of the following two important factors in establishing the City's cost to provide fire protection services to individual properties, including: (1) the acreage of each parcel of land and (2) the square footage of structures on each property.
- (e) The total fire protection fee for each SFR and NSFR property shall include two charges as described below:
 - a. Wildfire Charge: This charge shall apply to all properties within the Fire Protection Service Area. This charge shall be based upon the total acreage of the parcel. The annual rate per acre of land shall be established by resolution of the City Council.
 - b. Structure Charge: This charge shall be applied to all properties upon which any structure is built. This charge shall be based upon the square footage of all structures on the property. The annual rate per square foot of structure area shall be established by resolution of the City Council.
 - c. Undeveloped property shall only receive a wildfire charge.

Sec. 34-105. Fire Protection Fee Charge Exemptions.

- (a) Except as provided in this section or otherwise provided by law, no public or private property located in the incorporated area of the City shall be exempt from the fire protection fee charges. The fire protection fee charge is not a tax and no exception, credit, offset, or other reduction in fire

protection fee charges shall be granted based on age, tax status, economic status, race, religion, disability, or other condition unrelated to the Fire Protection Utility's cost of providing fire protection services and facilities.

- (b) Exemptions to the fire protection fee charges are as follows:
 - (1) Linear rights-of-way (i.e., roads, tracks, rails, roadbed) outside of defined parcel limits shall be exempt from Fire Protection fee charges. This exemption is in recognition of the right of the GCFD to collect emergency response fees for emergency response services provided within the right-of-way.

Sec. 34-106. Fire Protection Fee Charge Credits.

- (a) The Fire Protection Utility Manager shall grant credits or adjustments based on the technical and procedural criteria set forth in the Fire Protection Fee Credit Manual (Credit Manual), which is incorporated into this Ordinance by reference and made a part hereof. Copies of the Credit Manual will be maintained by and made available from the Fire Protection Utility Manager.
 - (1) Customers may apply for credits and/or adjustments in accordance with the Credit Manual.
 - (2) A Fire Protection fee charge credit shall be determined based on the technical requirements, standards and criteria contained in the Credit Manual. The amount of credit, or reduction of the Fire Protection fee charge, shall be in accordance with the criteria contained in the Credit Manual.
 - (3) Any credit allowed against the fire protection fee charge is conditioned on continuing compliance with the City's design and performance standards as stated in the Credit Manual and upon continuing provision of the controls, systems, facilities, services, and activities provided, operated, and maintained by the customer. The Fire Protection Utility Manager may revoke a credit at any time for noncompliance with applicable standards and criteria as established in the Credit Manual or this Article.
 - (4) In order to obtain a credit, the customer must make application to the City on forms provided by the Fire Protection Utility Manager for such purpose, and in accordance with the procedures outlined in the Credit Manual.
 - (5) The application for any credit or adjustment must be in writing and must include the information necessary to establish eligibility for

the credit or adjustment and be in the format described in the Credit Manual. The customer's public utility account must be paid and current prior to review and approval of a Fire Protection fee credit application by the City. Incomplete applications will not be accepted for consideration and processing.

- (b) When an application for a credit is deemed complete by the Fire Protection Utility Manager, he shall have 30 days from the date the complete application is received to approve the credit in whole, approve the credit in part, or deny the credit. The Fire Protection Utility Manager's decision shall be in writing and will be mailed to the address provided on the adjustment request, and service shall be complete upon mailing. Credits applied for by the customer and approved in whole or in part, shall apply to all fire protection fee charges in accordance with the terms defined in the Credit Manual.

Sec. 34-107. Fire Protection Fee Charge Billing, Delinquencies, Collections, Adjustments.

The property owner or utility customer account holder, as identified from City public utility billing database information, Tax Digest, and other public records of Chatham County, shall be obligated to pay the applicable fire protection fee charge.

- (a) Billing
 - (1) Fire Protection fee charges shall begin to accrue January 1, 2023, and shall be billed on the customer's annual Ad Valorem Property Tax bill starting with the billing cycle in September 2023.
 - (2) Customers that do not receive an Ad Valorem Property Tax bill from the Chatham County Tax Assessor shall be billed for fire protection services via another method and frequency established by the City.
 - (3) A bill for fire protection fee charges may be sent through the United States Postal Service or by alternative means, notifying the Fire Protection Utility customer of the following items (as a minimum): the fire protection fee charge amount (less any approved credits), the date the payment is due and the date when payment is past due.
 - (4) Frequency of the billing of fire protection fee charges shall be specified by the City.
 - (5) Failure to receive a bill shall not be justification for nonpayment. Regardless of the party to whom the bill is initially directed, the

owner of each property subject to fire protection fee charges shall be ultimately obligated to pay fire protection fee charges and any interest at the rate of eighteen (18%) percent per annum on delinquent fire protection fee charge payments.

- (6) If a property is unbilled, or if no bill is sent for a particular tract of property, the Fire Protection Utility may back bill for a period of up to three (3) years, but shall not be entitled to any interest or any delinquency charges during the back billed period.

(b) Delinquencies and Collections

- (1) Unpaid fire protection service fees shall be collected by filing suit to collect on an unpaid account and by using all methods allowed by Georgia law to collect on any judgment obtained thereby, including enforcement of any lien resulting from any such judgment. Unless reduced to a judgment and a writ of fieri facias issued, the unpaid user fee charge shall not constitute a direct lien against the owner or the property.
- (2) A late charge shall be assessed against the customer for the unpaid balance of any fire protection fee charge that becomes delinquent in accordance with applicable State law and City ordinance provisions. In addition, the City shall assess all costs of collection, including attorney's fees and court costs, against the property owner.

(c) Adjustments

- (1) The Fire Protection Utility Manager shall administer the procedures and standards for the adjustment of the fire protection fee charge.
 - a. If a customer believes his fire protection fee is incorrect, the customer may seek an adjustment of the fire protection fee charge allocated to a property at any time by submitting the request in writing to the Fire Protection Utility Manager and setting forth in detail the grounds upon which relief is sought. The customer's public utility account must be paid and current prior to consideration of an adjustment request by the City.
 - b. Customers requesting the adjustment shall be required, at their own expense, to provide accurate information to the Fire Protection Utility Manager, including, but not limited to, inspection reports from a certified fire protection

professional or building construction plans certified by a registered architect or a professional engineer. Submittal of this information will be required if the City staff cannot make a determination based on field inspection and/or review of existing City information. Failure to provide the required information within the time limits established by the Fire Protection Utility Manager, as may be reasonably extended, may result in denial of the customer's adjustment request.

- c. Once a completed adjustment request and all required information are received by the Fire Protection Utility Manager, the Fire Protection Utility Manager shall within 30 calendar days render a written decision.
- d. In considering an adjustment request, the Fire Protection Utility Manager shall consider whether the calculation of the fire protection fee charge for the property is correct.
- e. The Fire Protection Utility Manager's decision shall be in writing and will be mailed to the address provided on the adjustment request, and service shall be complete upon mailing.
- f. If the result of an adjustment is that a refund is due the applicant, the refund will be applied as a credit on the applicant's next fire protection fee charge bill.

Sec. 34-108. Appeals and Hearings

- (a) Appeals. An appeal to the City Manager may be taken by any property owner or customer aggrieved by any decision of the Fire Protection Utility Manager. The appeal shall be taken within 30 calendar days of the decision of the Fire Protection Utility Manager by filing with the City Manager a notice of appeal in writing specifying the grounds thereof. Upon the filing of the notice of appeal, the Fire Protection Utility Manager shall forthwith transmit to the City Manager all documentation constituting the record upon which the decision appealed from was taken.
- (b) Hearings. The City Manager shall fix a reasonable time for hearing the appeal and give written notice to the appellant at least ten (10) calendar days prior to the hearing date. The notice shall indicate the place, date, and time of the hearing. The City Manager shall affirm, reverse, affirm in part, or reverse in part the decision of the Fire Protection Utility Manager after hearing the evidence. If the decision of the Fire Protection Utility Manager

is reversed in whole or in part, resulting in a refund or credit due to the property owner or customer, then such refund or credit shall be calculated retroactive to the date of the initial appeal. The decision of the City Manager shall be final, and there shall be no further administrative appeal. Any person aggrieved or dissatisfied with the decision of the City Manager may petition the Superior Court of Chatham County for the issuance of a writ of certiorari.”

Section 2. Severability

If the provisions of any article, section, subsection, paragraph, subdivision, or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this ordinance.

Section 3. Repealer

All ordinances or parts thereof which are in conflict with any provision or any section, subsection, paragraph, provision or clause of this ordinance are hereby repealed to the extent of the conflict.

Section 4. Effective Date

This ordinance shall become effective on the date of passage.

ADOPTED this ____ day of November, 2022.

Rhonda Ferrell-Bowles
Clerk of Council

RECEIVED AND APPROVED this ____ day of November, 2022.

Bruce Campbell, Mayor

Read First Time: _____

Read Second Time and Approved: _____

A RESOLUTION AUTHORIZING THE GARDEN CITY FIRE RESCUE
DEPARTMENT TO ENTER AN AGREEMENT AND MEMORANDUM OF
UNDERSTANDING WITH THE CITY PORT WENTWORTH FIRE RESCUE
DEPARTMENT FOR AUTOMATIC AID PROTOCOLS FOR STRUCTURE FIRE
RESPONSES.

WHEREAS, a system of automatic mutual response protocols has been proven to be a "best-practice" regional approach to the delivery of emergency services in that it makes the best use of the capabilities of multiple emergency service departments and strengthens emergency service delivery for the customers of the participating departments; and,

WHEREAS, the Garden City Fire Rescue Department and the Port Wentworth Fire Rescue Department presently desire to enter into an automatic aid agreement establishing automatic response protocols for structure fires and fire alarms within Garden City Fire Districts and Port Wentworth Fire Districts; and,

WHEREAS, by automatically combining the resources of the Garden City Fire Rescue Department and the resources of the Port Wentworth Fire Rescue Department in the event of structure fires within those departments' respective jurisdictions, the lives and property of the residents and businesses in both Cities will be better protected; and,

WHEREAS, automatic mutual response protocols between emergency service departments within the State of Georgia are authorized pursuant to Section 25-6-1 et seq. of the Official Code of Georgia Annotated and related regulations;

NOW THEREFORE, BE IT RESOLVED, as follows:

Section 1: The Garden City Fire Rescue Department, through the City Manager, shall enter into that certain Agreement and Memorandum of Understanding For Automatic Aid Protocols for Structure Fire Response and Fire Alarm Response with the City of Port Wentworth Fire Rescue Department attached hereto Exhibit "A" (the "Agreement") whereunder each department agrees, among other things, to (a) automatically furnish, if reasonably possible, equipment, services, and personnel to the extent provided in said Agreement for any call for a reported or possible commercial structure within any of the Garden City Fire Rescue response districts and within the City of Port Wentworth Fire Districts, and (b) to participate in the development of standard dispatch procedures to be used during such automatic aid response incidents.

Section 2: The Agreement shall be governed by Section 25-6-1 et seq. of the Official Code of Georgia Annotated.

Section 3: The Garden City Fire Rescue Department may withdraw from the Agreement by resolution and vote of the Mayor and Council of Garden City pursuant to Section 25-6-7 of the Official Code of Georgia Annotated.

Section 4: The liabilities, privileges, and immunities of the Garden City Fire Rescue Department, as well as the Department's firefighters and other persons acting on the Department's behalf, under the Agreement shall be governed by Section 25-6-5 of the Official Code of Georgia Annotated.

Section 5: The Agreement shall work in concert with any and all other existing agreements between Garden City and Port Wentworth which address similar issues relating to the provision of cooperative mutual aid emergency services.

IN OPEN SESSION this ____ day of November, 2022.

Rhonda Ferrell-Bowles, Clerk of Council

Received and approved this ____ day of November, 2022.

Bruce Campbell, Mayor

EXHIBIT "A"

AGREEMENT AND MEMORANDUM OF UNDERSTANDING FOR AUTOMATIC AID PROTOCOLS FOR STRUCTURE FIRE RESPONSE

This Agreement, entered into this ____ day of _____ 2022, between the Garden City Fire Rescue Department and Port Wentworth Fire Rescue Department is securing to each the benefits of an Automatic Aid Protocol in structure fire response and fire alarm response when cooperative mutual aid is being provided, under the terms and conditions set forth herein, including in all Appendices.

I Definitions

Agency (or Agencies) refers to the emergency services departments that are or may later become signatory to this Agreement.

Authority Having Jurisdiction (AHJ) refers to the Agency responsible and having jurisdiction within their geographical boundaries.

Emergency Services shall mean fire suppression, hazardous material containment, abatement or remediation, technical rescue, vehicular extrication, vehicular crash/rescue (including aircraft), and/or other related types of emergency services and/or those agreed upon in writing by the Agencies.

Requesting Organization is the Agency requesting equipment, services, personnel, or other aid pursuant to this Agreement.

Responding Organization is the Agency that is furnishing equipment, services, personnel, or other aid pursuant to this Agreement.

II Purpose

This Memorandum of Understanding (MOU) is intended to establish the terms governing the provision of cooperative mutual aid through standardized response protocols and operational procedures by the creation of an Automatic Aid Protocol to be followed by the emergency services Agencies that are signatories to this Agreement.

III. Background

In order to provide our citizens with the benefits of a "best-practices," regional approach to the delivery of emergency services, it is imperative that we make use of standardized response protocols and operational procedures that are unencumbered by the Agencies' different protocols or procedures and the boundaries of our respective political subdivisions. This system of automatic mutual response protocols will be invaluable to make the best use of capabilities of these Agencies and strengthen emergency service delivery for the customers of both Agencies.

IV Parties to this Agreement

For the purpose of the **original version** of this Agreement, the signatory Agencies of this MOU are as follows: Garden City Fire Rescue Department and City of Port Wentworth Fire Rescue Department. Other emergency services not specifically named in this Agreement may join the original signatory Agencies and agree to also be bound by the terms and conditions recited herein.

The Parties recognize, acknowledge, and agree that within the geographic areas identified in this MOU that the organizational nature, authority, scope of service and operational capacities of each Agency identified differ and as such, not every Agency that is a Party to this Agreement can fully comply with all provisions of this Agreement or in a manner exactly equivalent to all other signatory Agencies.

With this understanding, the Parties to this Agreement recognize, acknowledge, and agree that all signatory Agencies will comply with all provisions of this Agreement currently within their organizational capability, will participate and engage in the provision of cooperative mutual aid wherever and whenever appropriate and commit to continued improvement and increase in their capabilities toward the end of becoming fully compliant with all provisions of this Agreement.

V Authority

This agreement was created under the authority of O.C.G.A. §§ 25-6-1, *et seq.*, and related regulation, as well as comparable federal legislation and related regulations.

Each Agency represents and warrants that it has been granted the authority to enter into this MOU by their respective governing bodies, each entity being sovereign governments, local governing subdivisions thereof and have agreed to the provisions, terms and conditions of this Agreement and all appendices thereto.

VI. General Conditions

The Agencies that are Parties to this Agreement acknowledge and agree with the following general conditions relating to the provision of cooperative mutual aid emergency services:

- A. Each Agency agrees to participate in a mutual response system that, when needed or requested, will automatically dispatch the most appropriate response resource(s) available to an incident location, without regard to jurisdictional boundary lines.
- B. Each Agency shall retain primary responsibility for determining the most appropriate response resources to be utilized within its jurisdiction; however, standardization for common incident types is desirable and the acknowledged goal of this Agreement.
- C. All tactical units and personnel responding to a mutual response incident pursuant to this Agreement shall operate in accordance with the NIMS Incident Command

System (or such other System as may be in place at a later time), and all established mutual aid operational procedures as developed and modified from time to time.

- D. Each Agency shall participate in the development of standard dispatch procedures to be used during Automatic Aid response incidents under this agreement. While operating at incidents under this agreement all agencies shall use clear text while transmitting information over the radio. Each agency shall participate in the personnel accountability system and carry passports which identify the unit and all of its personnel. All agencies under this agreement shall report emergency response information to NFIRS, (National Fire Incident Reporting System).
- E. This Agreement is intended to work in concert with any and all other existing agreement(s) between the Parties which address similar issues relating to the provision of cooperative mutual aid emergency services. Should the terms of this Agreement conflict with provisions of another existing agreement between any of the parties, the terms of this Agreement shall take precedence.

VII Cost for Services

In general, a Requesting Organization (Agency) shall not be indebted to a Responding Organization (Agency) for the cost of usual and customary emergency services rendered by that Responding Organization in accordance with the terms and conditions of this Agreement. However, in the event of a specific incident where the AHJ may be able to recover the costs of mitigating an incident from a third party who is legally responsible for causing the incident, the costs incurred by a Responding Organization may be reimbursed to that Agency if costs exceeding the costs incurred by the AHJ are recovered from the said responsible third party, or, in the event of a significant incident that is approved for cost reimbursement from state and/or federal disaster assistance funds (e.g., a declared emergency under the provisions of the federal Stafford Act), a Responding Organization may be reimbursed its costs from such funds.

VIII Indemnity

- A. All services performed and expenditures made under this Agreement are extensions of the services normally provided by each signatory Agency and are and shall be deemed for public and governmental purposes; all immunities from liability, including but not limited to sovereign immunity, qualified immunity, and official immunity, enjoyed by each Agency shall remain in effect, are not waived in any respect, and shall extend to each Agency and apply to its participation in the provision of cooperative mutual aid and rendering emergency services pursuant to this Agreement, whether such services are performed inside or outside of its normal jurisdictional boundaries.
- B. Each Agency that is a Party to this Agreement hereby knowingly waives, covenants not to sue, and agrees to hold harmless, any and/or all other signatory Agencies hereto, for and from any and all claims which it may have or may acquire that in any

way relate to or may arise out of the provision of cooperative mutual aid activities outside their respective jurisdictions while rendering such assistance pursuant to this Agreement.

IX Modification and Termination of Agreement

- A. This Agreement may be modified at any time. Suggested modifications to this Agreement shall be submitted in writing and distributed to a designated representative of each signatory Agency for their review and comment, thereafter such reviewed suggested modifications shall be submitted to each Agencies Fire Chief for his/her review. A modification to this Agreement will take effect only upon the approval of the reviewed suggested modification by all said Fire Chiefs.
- B. Any party may terminate their participation in this agreement by submitting written notice of their withdrawal to the other parties. This notice shall include the reason for their withdrawal from this agreement. A termination notice shall be provided at least 90 days in advance of the effective date of such termination to provide time for any adjustments in response procedures that may be necessary.

X Date of Effectiveness

The terms and conditions of this agreement shall become effective on the date that the representatives of each signatory Agency have signed and executed this agreement. The provisions of this Agreement shall remain in full force and effect until such time as this Agreement is modified or terminated, as described in paragraph IX, above.

XI Operational Procedures

A. Communications

1. Each Agency's Public Safety Communications Center shall maintain direct links with that Agency. The Savannah-Chatham 9-1-1 Communication Center will be the main conduit for requesting and managing mutual and automatic aid response resources from Garden City and Port Wentworth Fire Rescue Departments.
2. Each Communications Center shall maintain records and reports of the provision of cooperative mutual aid pursuant to this Agreement and of mutual response incidents, using their established methods. Records, reports, and information concerning such mutual response incidents shall be provided to the Parties to this Agreement, upon appropriate request.
3. Upon the receipt of an alarm by any Agency representative assigned to 9-1-1 Communications Center, firefighting equipment and personnel will be dispatched to the reported address.

B. The communications center for the applicable AHJ will notify other Responding Organizations of the fire ground (TAC) channel to be used for each emergency response. Each Responding Organization/ Agency will announce their presence on the designated channel when enroute.

C. Incident Command

1. Incidents will be under the command of the first arriving officer on scene, regardless of jurisdiction, until command is transferred to a command officer of the AHJ. All responding resources will remain under the command of the AHJ officer until released.
2. If a Responding Organization/ Agency, is first to have arrived on scene, and has taken command and investigated or performed required activities, said Agency shall remain on scene until a command officer from the AHJ arrives on scene to accept command and explicitly relieves them of command.

D. Response Resources

1. The Garden City Fire Rescue Department agrees to respond, if available
For a structure fire, (1) Class "A" pumper Engine Company.
2. The Port Wentworth Fire Rescue Department agrees to respond, if available
For a structure fire, (1) Class "A" pumper Engine Company.

IN WITNESS WHERE OF, the duly authorized representatives of the respective parties hereto have caused the Agreement to be executed on this_

For Garden City Fire Rescue Department

Signature Date _____

Printed Name and Title of person signing

For Port Wentworth Fire Rescue Department

Signature Date _____

Printed Name and Title of person signing

Notary Public (Signature)

Sworn to and subscribed before me the ____ day of _____ 2022.

Automatic Aid Response Areas Defined

Garden City Fire Rescue Department's Automatic Aid to Port Wentworth Fire Rescue Department

The Garden City Fire Rescue Department will provide the following automatic aid to the Port Wentworth Fire Rescue Department, if available, upon the initial response:

- Any call for a reported or possible structure fire or fire alarm to any residential or commercial structure within the Port Wentworth Fire Department's district, Garden City Fire Rescue Department will respond with 1-Engine Company.

Port Wentworth Fire Rescue Department Automatic Aid to Garden City Fire Rescue Department

The Port Wentworth Fire Rescue Department will provide the following automatic aid to Garden City Fire Rescue Department, if available, upon the initial response:

- Any call for a reported or possible structure fire or fire alarm to any residential or commercial structure within the Garden City Fire Department's response districts, Port Wentworth Fire Rescue Department will respond with 1-Engine Company.

Personnel/Staffing assigned to Engine and Truck

- Both the Garden City Fire Rescue Department and the Port Wentworth Fire Rescue Department will maintain a minimum staffing of two firefighters for each automatic aid response.

GARDEN CITY RESOLUTION

WHEREAS, Garden City, Georgia, desires to purchase twenty-five (25) Taser 7 weapons to replace its Police Department's Taser X2 weapons which are becoming obsolete and unserviceable, and which therefore are unable to adequately meet the long term public safety needs of the Police Department; and,

WHEREAS, the City's Police Chief has recommended that the City accept the proposal of Axon Enterprises, Inc., the original manufacturer of Taser weapons, to sell to the City twenty-five (25) Taser 7 weapons which are more effective and technologically advanced than the City's current Taser X2 weapons, for the total price of \$90,168.48 to be paid in five (5) consecutive annual installments of \$18,033.69 commencing in 2023, said proposal being attached hereto as Exhibit A; and,

WHEREAS, the purchase of the twenty-five (25) Taser 7 weapons has been budgeted for in the City's FY 2023 operational budget for the Police Department; and,

WHEREAS, Axon Enterprise, Inc., formerly known as TASER International, is the original developer, manufacturer, and supplier of conducted energy devices designed for use by law enforcement, and its offer attached hereto as Exhibit A constitutes the lowest and most responsible sales proposal for replacing the Police Department's Taser X-2 weapons;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Garden City, Georgia, that the City accept the attached proposal of Axon Enterprises, Inc., to sell the City twenty-five (25) Taser 7 weapons together with the customary accessories at the total price of \$90,168.48 for which funding has been provided in the City's FY 2023 operational budget for the Police Department.

BE IT FURTHER RESOLVED that the City Manager be authorized to sign, on behalf of the City, a purchase agreement or purchase order with Axon Enterprises, Inc., similar in form to the agreement which is attached hereto as Exhibit B setting forth the specific terms and provisions of the purchase including, but not limited to, the supply of product warranties, and that the City Manager further sign, on behalf of the City, all other documents associated therewith.

ADOPTED AND APPROVED this ____ day of November, 2022.

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this ____ day of November, 2022.

BRUCE CAMPBELL, Mayor



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-433564-44861.584RM

Issued: 10/27/2022

Quote Expiration: 12/31/2022

Estimated Contract Start Date: 02/01/2023

Account Number: 132299

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Business:Delivery:Invoice-100 Central Ave 100 Central Ave Savannah, GA 31405-9369 USA	Garden City Police Dept.-GA 100 Central Ave Savannah, GA 31405-9369 USA Email:	Rob Marangelo Phone: Email: rmarangelo@axon.com Fax:	Gilbert Ballard Phone: (912) 963-2704 Email: gballard@gardencity-ga.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$90,168.48
ESTIMATED TOTAL W/ TAX	\$90,168.48

Discount Summary

Average Savings Per Year	\$3,615.00
TOTAL SAVINGS	\$18,075.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2023	\$18,033.69	\$0.00	\$18,033.69
Jan 2024	\$18,033.70	\$0.00	\$18,033.70
Jan 2025	\$18,033.70	\$0.00	\$18,033.70
Jan 2026	\$18,033.70	\$0.00	\$18,033.70
Jan 2027	\$18,033.69	\$0.00	\$18,033.69
Total	\$90,168.48	\$0.00	\$90,168.48

Quote Unbundled Price: \$108,243.48
 Quote List Price: \$90,168.48
 Quote Subtotal: \$90,168.48

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T7Cert	2021 Taser 7 Certification Bundle	25	60	\$72.05	\$60.00	\$60.00	\$90,000.00	\$0.00	\$90,000.00
A la Carte Hardware									
20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	2			\$84.24	\$84.24	\$168.48	\$0.00	\$168.48
Total							\$90,168.48	\$0.00	\$90,168.48

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	25	01/01/2023
2021 Taser 7 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	30	01/01/2023
2021 Taser 7 Certification Bundle	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	22	01/01/2023
2021 Taser 7 Certification Bundle	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	3	01/01/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	75	01/01/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	01/01/2023
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	75	01/01/2023
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	01/01/2023
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	01/01/2023
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	01/01/2023
2021 Taser 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	25	01/01/2023
2021 Taser 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	25	01/01/2023
2021 Taser 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	01/01/2023
2021 Taser 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	01/01/2023
2021 Taser 7 Certification Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	01/01/2023
2021 Taser 7 Certification Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	01/01/2023
2021 Taser 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	01/01/2023
A la Carte	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	2	01/01/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	01/01/2024
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	01/01/2024
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	01/01/2025
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	01/01/2025
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	01/01/2025
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	01/01/2025
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	01/01/2026
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	01/01/2026
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	01/01/2027
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	01/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	25	02/01/2023	01/31/2028
2021 Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	02/01/2023	01/31/2028

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	30	01/01/2024	01/31/2028
2021 Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	25	01/01/2024	01/31/2028
2021 Taser 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	01/01/2024	01/31/2028

Payment Details

Jan 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	2	\$33.68	\$0.00	\$33.68
Year 1	T7Cert	2021 Taser 7 Certification Bundle	25	\$18,000.01	\$0.00	\$18,000.01
Total				\$18,033.69	\$0.00	\$18,033.69

Jan 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	2	\$33.70	\$0.00	\$33.70
Year 2	T7Cert	2021 Taser 7 Certification Bundle	25	\$18,000.00	\$0.00	\$18,000.00
Total				\$18,033.70	\$0.00	\$18,033.70

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	2	\$33.70	\$0.00	\$33.70
Year 3	T7Cert	2021 Taser 7 Certification Bundle	25	\$18,000.00	\$0.00	\$18,000.00
Total				\$18,033.70	\$0.00	\$18,033.70

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	2	\$33.70	\$0.00	\$33.70
Year 4	T7Cert	2021 Taser 7 Certification Bundle	25	\$18,000.00	\$0.00	\$18,000.00
Total				\$18,033.70	\$0.00	\$18,033.70

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	2	\$33.70	\$0.00	\$33.70
Year 5	T7Cert	2021 Taser 7 Certification Bundle	25	\$17,999.99	\$0.00	\$17,999.99
Total				\$18,033.69	\$0.00	\$18,033.69

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

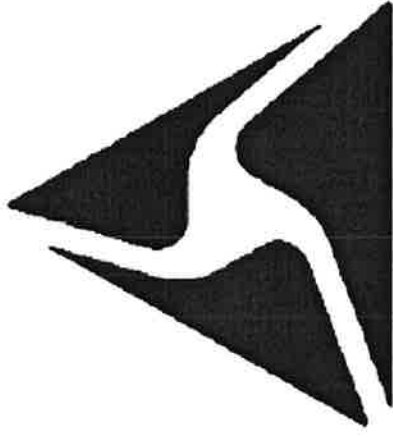
Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/27/2022





Axon Enterprise, Inc.'s TASER 7 Agreement

This TASER 7 Agreement ("**Agreement**") applies to Agency's TASER 7 purchase from Axon Enterprise, Inc. ("**Axon**"). Agency will receive TASER 7 Conducted Energy Weapon ("**CEW**") hardware, accessories, warranty, and services documented in the attached Quote Appendix ("**Quote**").

- 1 **Term.** The start date is based on the initial shipment of TASER 7 hardware ("**Start Date**"). If shipped in the first half of the month, the Start Date is the 1st of the following month. If shipped in the last half of the month, the Start Date is the 15th of the following month. The TASER 7 term will end upon completion of the associated TASER 7 subscription in the Quote ("**Term**"). If the Quote has multiple TASER 7 ship dates, each shipment will have a 60-month term, starting on the shipment of TASER 7 as described above.
- 2 **Unlimited Duty Cartridge Plan.** If the Quote includes "**Unlimited Duty Cartridge Plan**", this section applies. Agency must purchase an Unlimited Duty Cartridge Plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and ones that only use a CEW for training. Agency may not resell cartridges received under any TASER 7 plan. Axon will only replace cartridges used in the line of duty.
- 3 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. During the Term, Axon will issue Agency a voucher annually beginning on the Start Date. The voucher has no cash value. Agency cannot exchange it for another product or service. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content during the Term. Axon will deliver all Training Content electronically. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility.
- 4 **Payment.** Unless specified in the Quote, Axon will invoice Agency on the Start Date and then on the Start Date anniversary during the Term, if annual payments are elected. Payment is due net 30 days from the invoice. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. Unless Agency provides Axon a valid and correct tax exemption certificate applicable to the purchase and ship-to location, Agency is responsible for all taxes associated with the order.
- 5 **Shipping.** Axon may make partial shipments and ship from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon delivery to common carrier by Axon. Agency is responsible for any shipping charges in the Quote. Shipping dates are estimates only. If the Quote includes future deliveries of hardware, Axon will ship hardware to Agency's address on the Quote.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's



Axon Enterprise, Inc.'s TASER 7 Agreement

receipt. Used CEW cartridges are deemed to have operated properly. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

If Axon receives a valid warranty claim for Axon manufactured hardware during the warranty term, Axon's sole responsibility is to repair or replace the hardware with the same or like hardware, at Axon's option. Replacement hardware will be new or like new. Axon will warrant the replacement hardware for the longer of (a) the remaining warranty of the original hardware or (b) 90-days from the date of repair or replacement.

If the Quote includes an extended warranty, the extended warranty coverage begins on the Start Date and continues for the Term for the hardware covered by the extended warranty on the Quote.

If Agency exchanges hardware or a part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering hardware for service, Agency must upload hardware data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the hardware sent to Axon for service.

- 8 **Warranty Limitations.** Axon's warranty obligations exclude damage related to (a) failure to follow instructions on product's use; (b) products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the product; (d) force majeure; (e) products repaired or modified by persons other than Axon without the written permission of Axon; or (f) products with a defaced or removed serial number.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

- 9 **Spare Products.** Axon may provide Agency a fixed number of spares for TASER 7 hardware in the Quote ("**Spare Products**"). Spare Products will replace non-functioning units. If Agency uses a Spare Product, Agency must return non-functioning units to Axon, and Axon will repair or replace the non-functioning unit. If Agency does not return Spare Products to Axon within 30 days of termination of this Agreement, Axon will invoice Agency the MSRP then in effect for all unreturned Spare Products.



Axon Enterprise, Inc.'s TASER 7 Agreement

- 10 **Trade-In.** If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay the shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 11 **Product Warnings.** See www.axon.com/legal for the most current Axon product warnings.
- 12 **Design Changes.** Axon may make changes in the design of any of Axon's products and services without notifying Agency or making the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying Agency.
- 13 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 13.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 13.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 13.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.
- 14 **Delays.** Axon will use reasonable efforts to deliver products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate delivery with notice.
- 15 **Proprietary Information.** Agency agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services. Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16 **Export Compliance.** Each party will comply with all import and export control laws and regulations.
- 17 **Assignment.** Agency may not assign or transfer this Agreement without Axon's prior written approval.



Axon Enterprise, Inc.'s TASER 7 Agreement

- 18 **Governing Law; Venue.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19 **Entire Agreement.** This Agreement, including the appendices, represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Enterprise, Inc.'s TASER 7 Agreement

TASER 7 Evidence.com Terms of Use Appendix

1 **Definitions.**

"Agency Content" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant, including media or multimedia uploaded into Axon Evidence by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Evidence tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 **Subscription Term.** The TASER 7 Axon Evidence Subscription Term begins on the Start Date.

3 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end-users than the Quote specifies.

4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end-users.

5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Evidence and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end-user, Agency will immediately terminate that end user's access to Axon Evidence.



Axon Enterprise, Inc.'s TASER 7 Agreement

Agency is also responsible for maintaining the security of end-user names and passwords and taking steps to maintain appropriate security and access by end-users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content or if account information is lost or stolen.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content in order to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence Services; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future products and services.
 - 8 **Storage.** Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
 - 9 **Location of Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Content will be stored. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
 - 10 **Suspension.** Axon may suspend Agency access or any end-user's right to access or use any portion or of Axon Evidence immediately upon notice, if:
 - 10.1. The Termination provisions of the TASER 7 Terms and Conditions apply;
 - 10.2. Agency or an end-user's use of or registration for Axon Evidence (i) poses a security risk to Axon Evidence or any third party, (ii) may adversely impact Axon Evidence or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
- Agency remains responsible for all fees incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Axon Evidence due to suspension, except as specified elsewhere in this Agreement.
- 11 **Axon Evidence Warranty.** Axon warrants that Axon Evidence will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Axon Evidence.



Axon Enterprise, Inc.'s TASER 7 Agreement

- 12 **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end-users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
 - 12.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any other process to derive any source code included in Axon Evidence, or allow any others to do the same;
 - 12.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 12.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
 - 12.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
 - 12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
 - 12.7. use Axon Evidence to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code.
- 13 **After Termination.** Axon will not delete Agency Content for 90 days following termination. During these 90 days, Agency may retrieve Agency Content only if all amounts due have been paid. There will be no application functionality of Axon Evidence during these 90 days other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Axon Evidence during these 90 days. Axon has no obligation to maintain or provide any Agency Content after these 90 days and will thereafter, unless legally prohibited delete all of Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Axon Evidence.
- 14 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data," as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue the use of Axon Evidence.



Axon Enterprise, Inc.'s TASER 7 Agreement

- 16 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.

A RESOLUTION TO EXTEND MASTER SERVICE AGREEMENT WITH ROSTAN SOLUTIONS, LLC, FOR DEBRIS MONITORING & PUBLIC ASSISTANCE CONSULTING SERVICES, AND FOR OTHER PURPOSES.

WHEREAS, on November 29, 2022, the City's Master Service Agreement with Rostan Solutions, LLC ("Rostan"), for debris monitoring and public assistance consulting services will expire; and,

WHEREAS, Rostan is agreeable to extending the Master Services Agreement until such time that the City has entered into a new master services agreement for debris monitoring and public assistance consulting services with a contractor who has been selected in an open and competitive manner through the solicitation of formal bids or proposals, but no later than March 1, 2023; and,

WHEREAS, during both the initial two-year term and the subsequent two (2) one-year renewal terms of the Master Service Agreement, Rostan Solutions, LLC, has satisfactorily removed and disposed of all storm generated debris in accordance with FEMA's Public Assistance Guide for Category A reimbursement; has provided invaluable assistance with capturing the eligible storm-related reimbursement costs from FEMA; and has been instrumental in obtaining post-event hazard mitigation grant funding for improving and protecting the City against future natural disaster events; and,

WHEREAS, based on the satisfactory performance of Rostan Solutions, LLC, with respect to its Master Service Agreement with the City, it would be in the City's best interest to extend such Agreement until such time that the City has entered into a new master services agreement for debris monitoring and public assistance consulting services with a contractor who has been selected in an open and competitive manner through solicitation of formal bids or proposals, but no later than March 1, 2023, to ensure the continued availability of competent debris monitoring and public assistance consulting services;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, that the City's November 29, 2018, Master Services Agreement with Rostan Solutions, LLC, for debris monitoring and public assistance consulting services be extended until such time that the City has entered into a new master services agreement for debris monitoring and public assistance consulting services with a contractor who has been selected in an open and competitive manner through the solicitation of formal bids or proposals, but no later than March 1, 2023;

BE IT FURTHER RESOLVED THAT the City Manager be authorized to execute a written extension of the Master Services Agreement similar in form to the extension agreement which is attached hereto as Exhibit "A", and that he be further authorized to execute any other documents which he deems necessary to further the intent of this Resolution.

ADOPTED AND APPROVED this ____ day of November, 2022.

Rhonda Ferrell-Bowles, Clerk of Council

RECEIVED AND APPROVED this 4th day of November, 2022.

Bruce Campbell, Mayor

EXHIBIT "A"

EXTENSION OF MASTER SERVICES AGREEMENT

THIS EXTENSION OF MASTER SERVICES AGREEMENT (the "Extension Agreement") is made and entered into this _____ day of _____, 2022 by and between the Garden City, Georgia (the "City"), and Rostan Solutions, LLC (the "Consultant").

WITNESSETH

WHEREAS, the City and the Consultant entered into a Master Services Agreement for Debris Monitoring and Public Assistance Consulting Services dated November 29, 2018 (the Master Services Agreement"), for an initial two-year term; and,

WHEREAS, Article II of the Agreement provides for the option for two renewals for an additional year; and,

WHEREAS, the City and Consultant have exercised the two options to renew said Agreement, the last option period expiring on November 29, 2022; and,

WHEREAS, it would be mutually beneficial to the City and Consultant if the Master Services Agreement was extended until such time that the City has entered into a new master services agreement for debris monitoring and public assistance consulting services with a contractor who has been selected in an open and competitive manner through solicitation of formal bids or proposals, but no later than March 1, 2023;

NOW THEREFORE, in consideration of the premises and the mutual benefits which all accrue to the parties hereto in carrying out the terms of this Extension Agreement, it is mutually agreed as follows:

1. The Master Services Agreement shall be extended until such time that the City has entered into a new master services agreement with a contractor who has been selected in an open and competitive manner through the City's solicitation of formal bids or proposals, but no later than March 1, 2023.
2. Pricing and all remaining terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect during the extension.

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

ROSTAN SOLUTIONS, LLC

CITY OF GARDEN CITY

By: _____

By: _____

Name: Sam Rosania

Name: C. Scott Robider

Title: Executive Vice President

Title: City Manager

Date: _____

Date: _____