

**A G E N D A**  
**City Council Meeting**  
**Monday, February 6, 2023 – 6:00 p.m.**

➤ **OPENING**

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

➤ **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](http://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

- **New Council District Charter Amendment:** Receipt of public comment on an ordinance to amend the Charter for the City of Garden City, Georgia, approved April 17, 1973, so as to create new council districts based on the report of the Bureau of Census for the United States Decennial Census of 2020 for the State of Georgia.
- **Alcoholic Beverage License Application:** Receipt of public comment on an application by The Venue at Southbridge Commons, LLC, for an alcoholic beverage license to sell spirituous liquors (by the drink), wines, beer, and/or malt beverages at 1446 Dean Forest Road, Garden City, Georgia.
- **Manager's Alcoholic Beverage License Application:** Receipt of public comment on an application by Gloria Ortega for a manager's alcoholic beverage license to sell spirituous liquors (by the drink), wines, beer, and/or malt beverages at The Venue at Southbridge Commons, LLC, 1446 Dean Forest Road, Garden City, Georgia.

### **Speaking to a Public Hearing Item Protocol**

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

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

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

**Procedures for Conducting Public Hearings on Proposed Zoning Decisions:**

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

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

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

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

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

## ➤ **Approval of City Council Minutes**

- Consideration of the minutes from the Pre-Agenda Session and City Council Meeting on January 17, 2023.

## **City Manager's Report**

- Updated and announcements

## ➤ **ITEMS FOR CONSIDERATION**

- **Second Reading - Ordinance Amendment to Code Sections 90-5(B) & 90-47(B) (Definitions & Permitted Uses):** An ordinance to amend the Zoning Ordinance of Garden City, Georgia, as amended, to amend Code Section 90-5(B) to provide definitions for the terms "Container Yard", "Intensive Industrial Use", "Storage Yard", and "Truck Parking Lot;" to amend Code Section 90-47(B) to change the zoning districts where certain uses are permitted within the City and the conditions which must be satisfied for locating certain permitted uses in one or more zoning districts.
- **First Reading - Ordinance Amendment to City Charter for New Council Districts:** An ordinance to amend the Charter for the City of Garden City, Georgia, approved April 17, 1973, as amended, so as to create new council districts based on the report of the Bureau of Census for the United States Decennial Census of 2020 for the State of Georgia.
- **Resolution – Wastewater Treatment Plant Clarifier Replacement Project:** A resolution authorizing the City of Garden City to engage the services of Brennan Jones Engineering Associates, LLC, for the provision of engineering services in connection with the replacement of two (2) 35-foot diameter secondary clarifiers at the City's Water Pollution Control Plant; to authorize the City Manager to execute a work order for such services.
- **Resolution – Konter Development Company Agreement for Highway 80 Property:** A resolution to approve the Sales Contract with Konter Development Company and authorize the City Manager to execute and deliver all documents or agreements reasonably required to consummate the transaction.
- **Alcoholic Beverage License Application:** Consideration by the Mayor and Council of application by The Venue at Southbridge Commons, LLC, for an alcoholic beverage license to sell spirituous liquors (by the drink), wines, beer, and/or malt beverages at 1446 Dean Forest Road, Garden City, Georgia.
- **Manager's Alcoholic Beverage License Application:** Consideration by the Mayor and Council of an application by Gloria Ortega for a manager's alcoholic beverage license to sell spirituous liquors (by the drink), wines, beer, and/or malt beverages at The Venue at Southbridge Commons, LLC, 1446 Dean Forest Road, Garden City, Georgia.
- **CenterPoint Industrial Market Anderson Avenue Property (Fawcett Tract) Zoning**

## ➤ **ADJOURN**



DAVID H. DICKEY  
I. GREGORY HODGES  
ROBERT W. SCHIVERA (GA & NC)  
PATRICK T. O'CONNOR  
JAMES P. GERARD  
PATRICIA T. PAUL  
TIMOTHY D. ROBERTS  
LEE A. SUMMERFORD  
ANDREW M. WILKES  
WILLIAM J. HUNTER  
BENJAMIN M. PERKINS (GA & FL)  
PAUL H. THRELKELD  
JACOB D. MASSEE (GA & CO)  
GEORGE T. MAJOR, JR.  
T. LAWRENCE EVANS  
BRYAN A. SCHIVERA (GA & SC)  
R. BENJAMIN LINGLE  
J. RYAN BEASLEY  
DAVID B. MULLENS, III

# OLIVER MANER LLP

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ATTORNEYS AT LAW

I. WILLIAM DROUGHT, III  
BRIAN D. GRIFFIN  
WILLIAM C. PHILLIPS  
AMELIA C. STEVENS  
JOY D. BONNER  
VICTORIA R. NEASE

OF COUNSEL  
WILLIAM P. FRANKLIN, JR.  
JULIAN R. FRIEDMAN  
DOUGLAS J. GIORGIO, III

January 9, 2023

Hon. Tammie Mosley, Clerk  
Chatham County Superior Court  
133 Montgomery Street, 3rd Floor  
Savannah, GA 31401

VIA HAND DELIVERY

Re: Amendment to Garden City's Charter creating New Council Districts

Dear Ms. Mosley:

Enclosed please find for submission to your office a proposed amendment to Garden City's Charter creating new council districts. This amendment is being submitted to your office pursuant to Section 36-35-3 of the Official Code of Georgia Annotated which states that said amendment must be placed on file in your office for the purpose of examination and inspection by the public. The City is causing the enclosed notice containing a summary of the amendment to be published in the Savannah Morning News, which notice states that a copy of the amendment is on file in the office of the City Clerk for Garden City and in your office. A public hearing on the amendment is scheduled for February 6, 2023, at 6:00 p.m. o'clock. The first reading of the amendment is scheduled for City Council's February 6, 2023, meeting, and the second reading and approval of the amendment are scheduled for Council's regularly scheduled meeting on February 20, 2023, at 6:00 p.m. o'clock.

If you have any questions concerning this filing, please call.

Very truly yours,  
OLIVER MANER LLP



JAMES P. GERARD  
For the Firm

JPG/km  
Enclosures



**ORDINANCE 2023-**

**AN ORDINANCE TO AMEND THE CHARTER FOR THE CITY OF GARDEN CITY, GEORGIA, APPROVED APRIL 17, 1973 (Ga. Laws 1973, p. 3581), AS AMENDED, SO AS TO CREATE NEW COUNCIL DISTRICTS BASED ON THE REPORT OF THE BUREAU OF CENSUS FOR THE UNITED STATES DECENNIAL CENSUS OF 2020 FOR THE STATE OF GEORGIA; TO PROVIDE FOR RELATED MATTERS; TO REPEAL ALL CONFLICTING ORDINANCES; 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. Article V, Section 5.13, of the Charter for the City of Garden City, Georgia, approved April 17, 1973 (Ga. Laws 1973, p. 3581), as amended, relating to council districts in the City shall be amended by deleting Sections 5.13(a) and 5.13(b) in their entirety and replacing them with the following:

“Sec. 5.13. Districting.

(a) For purposes of electing members of the city council other than the mayor and the at-large councilmember, the City shall be divided into five (5) council districts. One member of the council shall be elected from each such district. The five council districts shall be and correspond to those five numbered districts described in the plan attached to and made a part of this Ordinance and further identified as the Plan Name GardenCC-p2-2022. The components of the plan are as follows:

**District 001**

**County Chatham GA**

**VTD BEACH HIGH SCHOOL**

**Block 010503:**

**3005**

**VTD COASTAL CATHEDRAL**

**Block 010812:**

1016 1017 1018

VTD GARDEN CITY CITY HALL

Block 010812:

1002 2021 2025

VTD PROGRESSIVE REC CTR

Block 010815:

2000

VTD SAVANNAH CHRISTIAN S

Block 010503:

1000 1001 1002 1003 1004 1006 1007 1015 3002 3007 3008 3009

Block 010504:

1025 1026 1027 1028 1029 1030 1031 1032 1033 1041

VTD SILK HOPE BAPTIST CHURCH

Block 010503:

1005 1008 1009 1010 2006

VTD WOODLAWN BAPTIST CHURCH

Block 010504:

1018 1019 1020 1021

Block 010603:

1000 1001 1004 1005 1006 1007

District 002

County Chatham GA

VTD SAVANNAH CHRISTIAN S

Block 010504:

1037 1040 2007 2008 2009 2010 2011

VTD WOODLAWN BAPTIST CHURCH

Block 010504:

1022 1023 2000 2003

Block 010603:

2014 2018 2021 2022 2025 2026

District 003

County Chatham GA

VTD GARDEN CITY REC CTR

Block 010601:

3002 3003 3004 3008 3009 3010 3011 3012 3013 3014 3015 3016

3019 3020 3021 3022 4001 4002 4003 4004 4005 5000 5001 5002

5003 6002

VTD GARDEN CITY SENIOR CENTER



Block 010601:

2002 4000

Block 010603:

2004 2010 2012 2013

Block 010701:

1051 1069 3116 3172 3173 3174

VTD PB EDWARDS GYMNASIUM

Block 010701:

1052 1067

VTD SEVENTH DAY ADV CHR

Block 010603:

2000 2001

VTD WOODLAWN BAPTIST CHURCH

Block 010603:

2002 2003 2020

VTD WOODVILLE-TOMPKINS TECHNICAL INST

Block 010601:

3017 3018

District 004

County Chatham GA

VTD GARDEN CITY REC CTR

Block 010601:

5004 6000 6001 6003 6004 6005 6006 6007 6008 6009 6011 6012

6013 6014 6015 6016 6018

Block 010603:

2011

VTD WOODLAWN BAPTIST CHURCH

Block 010603:

1002 1003 2005 2006 2007 2008 2009 2019

VTD WOODVILLE-TOMPKINS TECHNICAL INST

Block 010601:

6010 6017 6019

Block 011600:

1000 1003 1004

District 005

County Chatham GA

**VTD GARDEN CITY SENIOR CENTER**

**Block 010601:**

**1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 2000**  
**2001 2003 2004 2005 2006 2007 2008 2009 2010 3000 3001 3005**  
**3006 3007 4006**

**VTD PB EDWARDS GYMNASIUM**

**Block 010701:**

**1059 1065 1066 1070**

(b) Any part of the City of Garden City which is not included in any such district described in the attachment shall be included within that district contiguous to such part which contains the least population according to the United States decennial census of 2020 for the State of Georgia. Any part of the City of Garden City which is described in that attachment as being in a particular district shall nevertheless not be included within such district if such part is not contiguous to such district. Such non-contiguous part shall instead be included within the district contiguous to such part which contains the least population according to the United States decennial census of 2020 for the State of Georgia.”

**Section 2. Effective Date.** Garden City shall, through its legal counsel, cause this ordinance to be submitted for pre-clearance under the Federal Voting Rights Act of 1965, as amended, to the United States Department of Justice no later than ten (10) days after the date on which this Ordinance is approved by the Mayor and Council. If and when pre-clearance has been effected, a copy of this Ordinance, together with a copy of the newspaper advertisement providing public notice of the charter amendment as required by Official Code of Georgia Annotated Section 36-35-3(b)(1), and an affidavit of a duly authorized representative of the newspaper publication in which the notice was published to the effect that the notice was actually published as provided for by the above-mentioned code section, shall be filed with the Georgia Secretary of State’s Office and with the Office of the Clerk of the Superior Court of Chatham County, Georgia. The effective date of this Ordinance shall be the date of the later of the dates of such filings with the Office of the Georgia Secretary of State and the Office of the Clerk of the Superior Court of Chatham County, Georgia.

**Section 3. Conflicting Ordinances.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
RHONDA FERRELL-BOWLES  
Clerk of Council

RECEIVED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
BRUCE CAMPBELL, Mayor

Read first time:

Read second time and passed:

Population Summary

Monday, November 21, 2022

2:29 PM

| District | Population | Deviation | % Devn. | [18+_Pop] | [% 18+_Pop] | [% NH_Whi] | [% NH_Blkl] | [% Hispanic Origin] | [% NH_Asn] | [% NH_Ind] | [% NH_Hwn] | [% NH_Oth] | Races     |  |
|----------|------------|-----------|---------|-----------|-------------|------------|-------------|---------------------|------------|------------|------------|------------|-----------|--|
|          |            |           |         |           |             |            |             |                     |            |            |            |            | [% NH_2+] |  |
| 001      | 2,056      | -2        | -0.10%  | 1,580     | 76.85%      | 50.29%     | 16.97%      | 27.33%              | 0.97%      | 0.19%      | 0.19%      | 0.15%      | 3.89%     |  |
| 002      | 2,047      | -11       | -0.53%  | 1,430     | 69.86%      | 26.38%     | 10.21%      | 60.67%              | 0.44%      | 0.15%      | 0.15%      | 0.24%      | 1.76%     |  |
| 003      | 2,054      | -4        | -0.19%  | 1,534     | 74.68%      | 9.74%      | 75.46%      | 10.32%              | 0.68%      | 0.24%      | 0.05%      | 0.58%      | 2.92%     |  |
| 004      | 2,069      | 11        | 0.53%   | 1,622     | 78.4%       | 14.93%     | 61.96%      | 17.4%               | 2.8%       | 0.1%       | 0.1%       | 0.14%      | 2.56%     |  |
| 005      | 2,063      | 5         | 0.24%   | 1,652     | 80.08%      | 51.62%     | 27.44%      | 15.41%              | 1.11%      | 0.15%      | 0.05%      | 0.73%      | 3.49%     |  |

Total: 10,289  
Ideal District: 2,058

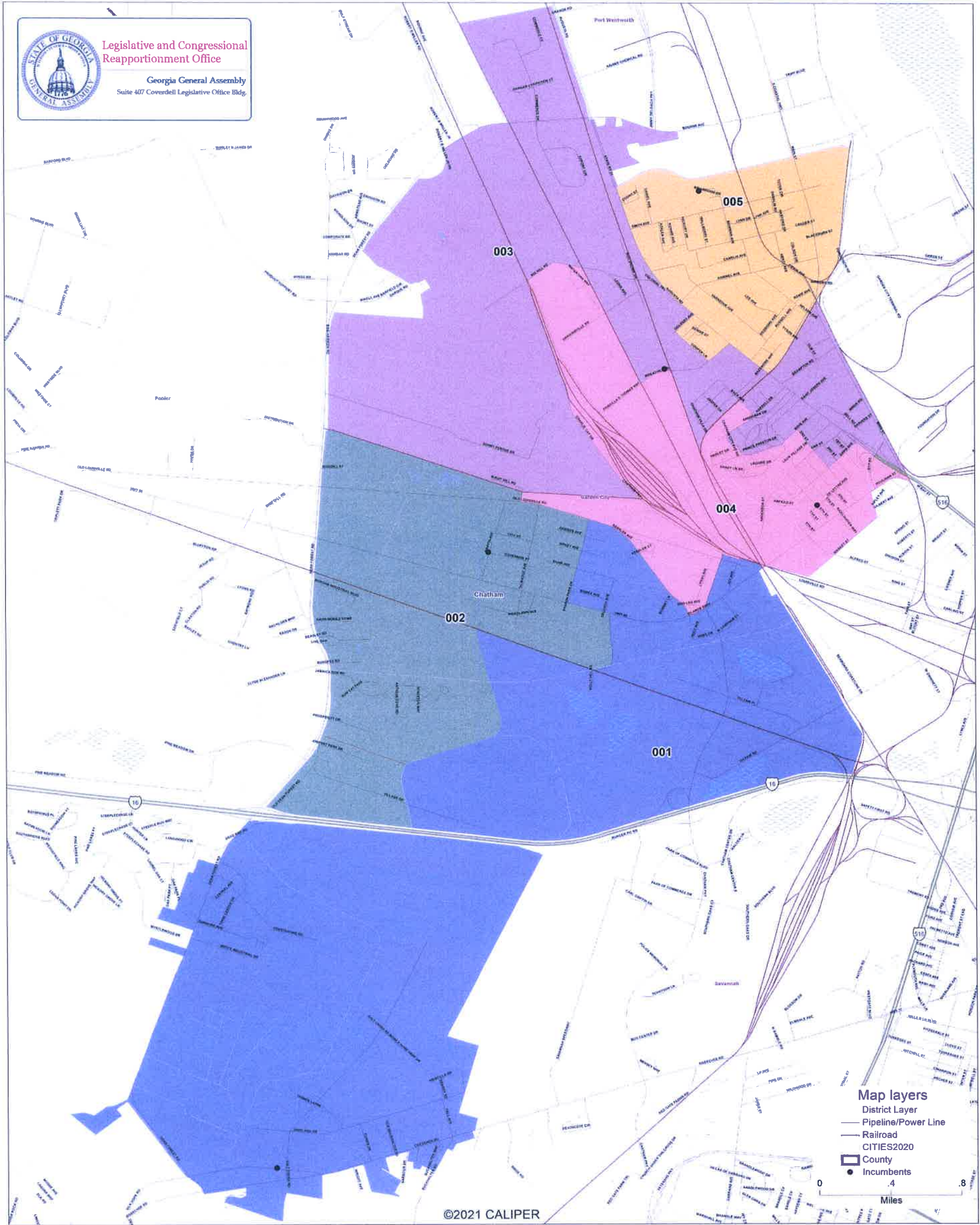
Summary Statistics:

Population Range: 2,047 to 2,069  
Ratio Range: 0.01  
Absolute Range: -11 to 11  
Absolute Overall Range: 22  
Relative Range: -0.53% to 0.53%  
Relative Overall Range: 1.07%  
Absolute Mean Deviation: 6.60  
Relative Mean Deviation: 0.32%  
Standard Deviation: 7.57



# Proposed Garden City Council Districts

Client: Garden City  
Type: Local  
Plan: GardenCityCC-p2-2022







## City of Garden City

100 Central Avenue, Garden City, Georgia 31405

Phone: 912.966.7777 Fax: 912.966.2735

Email: Occtax@gardencity-ga.gov

PD 114123  
Rhonda 1113

### APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

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

For the Year: 2023

Expires at December 31 of the above year.

#### Type of License (check all that apply)

- ☐ Spirituous Liquors (package) \$2,722.00 ☒ Beer and/or malt beverages \$682.00  
☒ Spirituous Liquors (by the drink) \$2,722.00 ☒ Wines \$236.00  
☒ Advertising Cost ~~\$75.00~~ 95.00

TOTAL: \$ ~~3,715.00~~ 3,735.00

#### Business Information

Business Name: The Venue at Southbridge Commons, LLC

D/B/A/ (if applicable): \_\_\_\_\_

Business Address: 1446 Dean Forest Road Business Phone: (912) 288-8623

Mailing Address: \_\_\_\_\_ (If different from Business Address) Emergency Phone: (912) 844-6200

City: Garden City State: GA Zip Code: 31405

Business Email Address: alexsalgueiro@aol.com

What other kinds of business will be conducted at this location? None

List all persons with a financial interest in the business:  
(For corporations, include all stockholders who own more than 10% of the outstanding stock of the corporation.)

| Name            | Address                                  | % Ownership |
|-----------------|--|-------------|
| Alex Salgueiro  | 70 Peregrine Crossing Savannah, GA 31411 | 95%         |
| Fonda Salgueiro | 70 Peregrine Crossing Savannah, GA 31411 | 5%          |
|                 |  |             |
|                 |  |             |

Has any person having an interest in said business been convicted of any violation of law other than a traffic violation? Served time in prison, or other correctional institution? ☐ Yes ☒ No

If Yes, describe circumstances: \_\_\_\_\_

**THIS PAGE FOR OFFICE USE ONLY**

Application received by:   JG   Date:   12/2/22  

**POLICE DEPARTMENT REVIEW**

Fingerprinted by:   OK for license JAS   Date:   1/4/23  

Separate report submitted to the City Administrator:

  [Signature]   Date:   1/9/23    
Police Chief

Public Hearing held on: \_\_\_\_\_

Date advertised in Savannah Morning News: \_\_\_\_\_

Action of Council: ☐ Approval ☐ Denial

License(s) Issued: \_\_\_\_\_ Date: \_\_\_\_\_



## City of Garden City

100 Central Avenue, Garden City, Georgia 31405

Phone: 912.966.7777 Fax: 912.966.2735

Email: Occtax@gardencity-ga.gov

8D 1/4/23

Phonda 1/13

### MANAGER APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

This form must be completed if manager or other employee operates the business on behalf of the License Applicant. If this is a new manager (change from last year's application) an additional advertising cost fee of \$75.00 made payable to the City of Garden City must accompany this application.

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

For the Year: 2023



Advertising Cost \$95.00

Expires at December 31 of the above year.

#### Business Information

Business Name: The Venue at Southbridge Commons, LLC

D/B/A/ (if applicable): \_\_\_\_\_

Business Address: 1446 Dean Forest Road, Garden City GA 31405

#### Manager Information

Full Name: Gloria Ortega

Home Address: 100 Harley Lane #2202 Phone: (305) 219-2700

City: Pooler State: GA Zip Code: 31322

SSN: 595-16-5410 Date of Birth: 10/08/1972 Age: 50

Ever held a similar license: No Year: \_\_\_\_\_

Brief personal history of applicant:

(Include education, previous jobs, businesses owned, and any place of residence during last five years.)

Miami Dade College, International Institute of Healthcare Professionals, Real Estate License,

Univista Insurance, Regal Palace Banquet Hall, Royal Palace Ballrooms

Criminal History of Applicant (if any): N/A

**Fingerprints of applicant shall be required with the initial application.**

List five character references that will vouch for the applicant:

| Name              | Address                                    |
|-------------------|--|
| Andrea Albertson  | 2337 Lake Debra Dr. #531 Orlando, FL 32835 |
| Carmen Green      | 205 Montoro lane, Davenport, FL 33837      |
| Veronica Espinoza | 115 Spillway Ct. Rincon, GA 31326          |
| Gloria Nogues     | 100 W. 63rd Street, Hialeah, FL 33012      |
| Alex Salgueiro    | 70 Peregrine Crossing, Savannah, GA 31411  |

THIS PAGE FOR OFFICE USE ONLY

Application received by: 12/2/22 Date: JA

POLICE DEPARTMENT REVIEW

Fingerprinted by: OK for license JAS Date: 1/4/23

Separate report submitted to the City Administrator:

[Signature] Date: 1/5/23  
Police Chief

Public Hearing held on: \_\_\_\_\_

Date advertised in Savannah Morning News: \_\_\_\_\_

Action of Council: ☐ Approval ☐ Denial

License(s) Issued: \_\_\_\_\_ Date: \_\_\_\_\_

**SYNOPSIS**  
**Pre-Agenda Session**  
**Monday, January 17, 2023 – 5:30 p.m.**

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

**Attendees:**

**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; Yolanda Irizarry, HR Director; Chris Snider, Systems Administrator; Cliff Ducey, Recreation Director; Mike Dick, Fire Chief, Jon Bayer, Water Operations Manager; Cliff Davis, Public Works Manager; Gil Ballard, Police Chief; Veronica Enoch, Executive Assistant, and Denise Grabowski, Planning Consultant.

Mayor Campbell stated that he had no updates to report.

**Review of Council Agenda Items:** The City Manager provided an overview of the items on the agenda for consideration. He thanked Denise Grabowski, Planning Consultant, City Attorney, and the Planning staff for their work on the zoning ordinance updates.

Councilmember Morris expressed a concern that some of the zoning updates seemed difficult to interpret. She stated that there doesn't need to be any gray areas when it comes to interpretation. She asked if a public hearing should be held before considering the zoning ordinance updates. The City Attorney stated that the public hearing was held at the Planning Commission meeting. He said that if there is an interpretation problem, we will address it then.

Councilmember Lassiter asked if an overall vote could be taken instead of a rollcall vote, given the number of items on tonight's agenda. Mayor Campbell said he would call for a rollcall vote to record the vote. Councilmember Morris stated that we need to look at getting a board to record the vote. The City Manager said that he was looking into the cost of installing a board.

Councilmember Daniel stated that she would like to background checks required for candidates when qualifying to run for office.

Councilmember Hall asked the City Manager if there would be an increase in the budget for the Court Administrator position. The City Manager replied that eliminating the two positions would offset the salary.

The City Manager stated that the contract for the clearing work for the Bazemore parking lot and public works storage area would run over by approximately \$45,000 due to additional necessary clearing work.

There being no other items to discuss, the Mayor and City Council unanimously adjourned the pre-agenda session at approximately 5:55 p.m.

*Transcribed & submitted by the Clerk of Council*  
*Accepted & approved by the City Council on 2/6/23*



**MINUTES**  
**City Council Meeting**  
**Monday, January 17, 2023 – 6:00 p.m.**

**Call for Order:** Mayor Campbell called the meeting to order at approximately 6:00 p.m. Councilmember Hall gave the invocation, and Mayor Campbell led the City Council in the pledge of allegiance to the flag.

**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; Yolanda Irizarry, HR Director; Chris Snider, Systems Administrator; Cliff Ducey, Recreation Director; Mike Dick, Fire Chief; Jon Bayer, Water Operations Manager; Cliff Davis, Public Works Manager; Gil Ballard, Police Chief; Veronica Enoch, Executive Assistant, and Denise Grabowski, Planning Consultant.

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

Gary Monroe, 100 Town Center Drive, played a brief recording of comments he said were made by former Mayor Don Bethune and the current City Manager about him, Councilmember Morris, and others. He said he participated in a zoom call meeting with former Mayor Bethune and the current City Manager, and after the zoom call finished, you could hear them making comments about him and the City Manager calling members of the council and others clowns.

Mr. Monroe stated that he had yet to receive any calls regarding the Planning Commission meeting. The City Manager informed Mr. Monroe that his three minutes were up.

Senator Derek Mallow stated that he had received numerous calls from residents concerned about industrial encroachment onto residential. He said I look at the effects of industrial zoning on residential and what the future is for the residents. He said I'm asking you to consider the comments made by those residents who will be impacted by industrial zoning. He said we should first see how we can best serve our citizens. He said that the industries didn't vote for me. The residents did. I'm here to speak for those who live here and voted for me.

Donna Williams, 59 Varnadoe Avenue, expressed concerns about the standing water issue in the Chatham Villa area due to the installation of the speed bumps. She said that the water is still settling where the speed bumps are. She asked the City to look into the problem. She said the City Manager said he would have the engineer look into it and asked if the engineer had looked at it.

MonaLisa Monroe, 100 Town Center Drive, invited the City Council to attend the Taste of Culture event hosted by the Garden City Housing Team celebrating Black History month. She said the event would be held on February 11<sup>th</sup> at the Farmer's Market. She said this fundraiser supports the Housing Team's Ramps & Roofs project. She said she would send more information closer to the event and looked forward to seeing the City Council there.

**Public Hearing:**

**PC2244 – Zoning Text Amendments:** The Clerk of Council read the heading of an ordinance to amend the zoning ordinance of Garden City, Georgia, as amended, to amend Section 90-5. Definitions; Section 90-17. Screening for commercial or industrial uses adjacent to residential districts; Section 90-18. Temporary business offices; Section 90-43. Designation of P districts; Section 90-47. Permitted Uses; Section 90-96. Walls and fences; Section 90-261. Planting strips; Section 90-262. Buffers and other Sections of Chapter 90 as related; to repeal all ordinances in conflict therewith; to provide an effective date; and for other purposes.

Mayor Campbell opened the public hearing to receive public comments. There were no speakers for or against the zoning text amendment. Therefore, Mayor Campbell closed the public hearing.

**City Council Minutes:** Councilmember Daniel motioned to approve the minutes from the December 19, 2022, pre-agenda session, city council meeting, and the January 9<sup>th</sup> workshop and executive session.

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

**City Manager’s Report:** The City Manager stated that the zoning ordinance changes are on the agenda for consideration and that the Planning Commission recommended approval of the changes.

**Ordinance – Amendment to Code Sections 90-5(B) & 90-47(B) (Definitions & Permitted Uses):** The Clerk of Council read the first reading of the heading of an ordinance to amend the Zoning Ordinance of Garden City, Georgia, as amended, to amend Code Section 90-5(B) to provide definitions for the terms “Container Yard,” “Intensive Industrial Use,” “Storage Yard,” and “Truck Parking Lot;” to amend Code Section 90-47(B) to change the zoning districts where certain uses are permitted within the City and the conditions which must be satisfied for locating certain permitted uses in one or more zoning districts.

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

Mayor Campbell stated that the ordinance was approved on the first reading by a vote of five to two. He said the second reading of the ordinance would be at the next council meeting on February 6<sup>th</sup>.

**First Reading - Ordinance Amendment to Code Section 90-43 (Designation to P Districts):** The Clerk of Council read the first reading of the heading of an ordinance to amend Code Section 90-43 of the Zoning Ordinance of Garden City, Georgia (Chapter 90 of the City Code of Ordinances), as amended, entitled “Designation of P Districts” for the purpose of requiring the submission and approval of a conceptual development plan for all proposed P districts as well as general development plans which shall indicate in detail the layout of proposed streets and curb cuts, parking areas, buffers, and other significant details as may be reasonably required by the Planning Commission.

Councilmember Daniel motioned to approve the ordinance on the first reading. The motion was seconded by Councilmember Ruiz and passed without opposition.

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

**Second Reading - Ordinance Amendment to Code Section 90-43 (Designation to P Districts):** The Clerk of Council read the second reading of the heading of an ordinance to amend Code Section 90-43 of the Zoning Ordinance of Garden City, Georgia (Chapter 90 of the City Code of Ordinances), as amended, entitled “Designation of P Districts” for the purpose of requiring the submission and approval of a conceptual development plan for all proposed P districts as well as general development plans which shall indicate in detail the layout of proposed streets and curb cuts, parking areas, buffers, and other significant details as may be reasonably required by the Planning Commission.

Councilmember Daniel motioned to adopt the ordinance on the second reading. The motion was seconded by Councilmember Hall and passed without opposition.

**First Reading - Ordinance Amendment to Code Sections 90-5(b) & 90-18 (Modular Structures):** The Clerk of Council read the first reading of the heading of an ordinance to amend the Zoning Ordinance of Garden City, Georgia (Chapter 90 of the City of Code of Ordinances), as amended, to (1) amend Code Section 90-5(b) to rename the permitted use of “Modular Home” to “Modular Structure” and provide a definition thereof; and (2) amend Code Section 90-18 relating to temporary business offices by permitting modular structures instead of trailers or mobile structures for use as temporary business offices for a period of six months, allowing such permits to be extended for up to eighteen months upon approval of the Building Official, and requiring a holder of a permit for a temporary business office to submit detailed plans and specifications and a plot plan for the structure(s) constituting the permanent business facilities in conformance with Code Section 90-75.

Councilmember Hall motioned to approve the ordinance on the first reading. The motion was seconded by Councilmember Daniel and passed without opposition.

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

**Second Reading - Ordinance Amendment to Code Sections 90-5(b) & 90-18 (Modular Structures):** The Clerk of Council read the second reading of the heading of an ordinance to amend the Zoning Ordinance of Garden City, Georgia (Chapter 90 of the City of Code of Ordinances), as amended, to (1) amend Code Section 90-5(b) to rename the permitted use of “Modular Home” to “Modular Structure” and provide a definition thereof; and (2) amend Code Section 90-18 relating to temporary business offices by permitting modular structures instead of trailers or mobile structures for use as temporary business offices for a period of six months, allowing such permits to be extended for up to eighteen months upon approval of the Building Official, and requiring a holder of a permit for a temporary business office to submit detailed plans and specifications and a plot plan for the structure(s) constituting the permanent business facilities in conformance with Code Section 90-75.

Councilmember Daniel motioned to adopt the ordinance on the second reading. The motion was seconded by Councilmember Hall and passed without opposition.

**First Reading - Ordinance Amendment to Code Section 90-75 (Building Standards):** The Clerk of Council read the first reading of the heading of an Ordinance to amend the Zoning Ordinance of Garden City, Georgia (Chapter 90 of the City Code of Ordinances), as amended, by adding Code Section 90-75 to Article III thereof for the purpose of establishing building standards for the façade of nonresidential primary structures.

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

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

**Second Reading - Ordinance Amendment to Code Section 90-75 (Building Standards):** The Clerk of Council read the second reading of the heading of an Ordinance to amend the Zoning Ordinance of Garden City, Georgia (Chapter 90 of the City Code of Ordinances), as amended, by adding Code Section 90-75 to Article III thereof for the purpose of establishing building standards for the façade of nonresidential primary structures.

Councilmember Daniel motioned to adopt the ordinance on the second reading. The motion was seconded by Councilmember Tice and passed without opposition.

**First Reading - Ordinance Amendment to Code Section 90-262 (Buffer Zone Requirements):** The Clerk of Council read the first reading of the heading of an ordinance to amend the Zoning Ordinance of Garden City, Georgia, as amended, for the purpose of modifying buffer zone requirements set forth in Chapter 90, Article VII, Code Section 90-262 to achieve a better visual barrier between properties of different uses; to authorize the Planning Commission to modify buffer requirements at the time of development plan review.

Councilmember Ruiz motioned to approve the ordinance on the first reading. The motion was seconded by Councilmember Daniel and passed without opposition.

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

**Second Reading - Ordinance Amendment to Code Section 90-262 (Buffer Zone Requirements):** The Clerk of Council read the first reading of the heading of an ordinance to amend the Zoning Ordinance of Garden City, Georgia, as amended, for the purpose of modifying buffer zone requirements set forth in Chapter 90, Article VII, Code Section 90-262 to achieve a better visual barrier between properties of different uses; to authorize the Planning Commission to modify buffer requirements at the time of development plan review.

Councilmember Ruiz motioned to adopt the ordinance on the second reading. The motion was seconded by Councilmember Daniel and passed without opposition.

**First Reading - Ordinance Amendment to Code Section 90-202 (Zoning Petition & Application Filing Fee):** The Clerk of Council read the first reading of an ordinance to amend the Code of Ordinances for Garden City, Georgia, as amended, by amending Chapter 90, Article VII, Division 1, Section 90-202, of the Zoning Ordinance relating to fees for petitions and applications for amendments to the zoning ordinance and map for the purpose of setting a filing fee which is specified in the City's current official annual fee schedule.

Councilmember Ruiz motioned to approve the ordinance on the first reading. The motion was seconded by Councilmember Daniel and passed without opposition.

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

**Second Reading - Ordinance Amendment to Code Section 90-202 (Zoning Petition & Application Filing Fee):** The Clerk of Council read the second reading of an ordinance to amend the Code of Ordinances for Garden City, Georgia, as amended, by amending Chapter 90, Article VII, Division 1, Section 90-202, of the Zoning Ordinance relating to fees for petitions and applications for amendments to the zoning ordinance and map for the purpose of setting a filing fee which is specified in the City's current official annual fee schedule.

Councilmember Daniel motioned to adopt the ordinance on the second reading. The motion was seconded by Councilmember Hall and passed without opposition.

**Resolution – 2023 Municipal Election Candidate Qualifying Fee(s):** The Clerk of Council read the heading of a resolution to set the qualifying fee for the Office of Mayor at \$288 and the Office of City Council Member at \$180.00 for the general election in November 2023.

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

**Resolution – 2023 Designation of Municipal Election Duties:** The Clerk of Council read the heading of a resolution to authorize the Board of Elections of Chatham County, Georgia, to perform all duties as the municipal superintendent of elections with the exception of the qualifying of candidates, which shall be the responsibility of the Clerk of Council and to authorize the Chatham County Board of Registration to perform the duties of absentee ballot clerk. Qualifying for City Council will take place at City Hall commencing on Monday, August 21, 2023, at 8:30 a.m. and ending Thursday, August 24, 2023, at 4:00 p.m.

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

**Resolution - Ethics Committee Appointment:** The Clerk of Council read the heading of a resolution to approve the selection made by the Ethics Committee members to appoint Theresa Robinson, a resident of Garden City, to serve as the third member of the City's Ethics Committee for a two-year term running from the effective date of this resolution until her successor is appointed.



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

**Resolution - Surplus Vehicles:** The Clerk of Council read the heading of a resolution to classify as surplus vehicles certain Water/Sewer Operations and Public Works vehicles that have exceeded their useful life and to authorize the department to dispose of said vehicles.

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

**Resolution - FY23 Staffing Level Amendment(s):** The Clerk of Council read the heading of a resolution to amend the FY2023 staffing level chart of the City of Garden City, Georgia, to establish a full-time Court Administrator position in the Municipal Court through the elimination of a full-time Public Works Technician position in the Public Works Department and the elimination of the full-time Administrative Assistant position in the Planning and Zoning Department.

Councilmember Ruiz motioned to adopt the resolution. Councilmember Daniel seconded the motion. Councilmember Daniel, Councilmember Hall, Councilmember Ruiz, Councilmember Tice, and Mayor Campbell voted to adopt the resolution, with Councilmember Lassiter and Councilmember Morris opposed.

Councilmember Morris stated that regarding the comments about me, I felt very disrespected, and to hear something of that caliber coming from leadership. She told Mr. Monroe that she wanted to listen to the recording.

Councilmember Lassiter stated that at the Planning Commission meeting, an issue arose regarding the zoning of the Fawcett property. He said I would like us to reconsider rezoning the property to residential instead of industrial. He said we can't be scared of the ramifications of being sued. He noted that Jim's job was to handle lawsuits. Our job is to represent the districts.

Councilmember Lassiter motioned to consider rezoning the property. Councilmember Morris seconded the motion.

The City Attorney stated that the motion to rezone the property was out of order. He said you first have to vote to amend the agenda to add an item.

Councilmember Lassiter motioned to amend the agenda to consider rezoning the property. Councilmember Morris seconded the motion.

The City Attorney said this would have to go before the Planning Commission in order to rezone the property because it has to be posted.

Mayor Campbell said we have a motion and a second to amend the agenda. Councilmember Lassiter and Councilmember Morris voted in favor of amending the agenda, with Councilmember Daniel, Councilmember Hall, Councilmember Ruiz, Councilmember Tice, and Mayor Campbell opposed.

**Adjournment:** Mayor Campbell called for a motion to adjourn the meeting. Councilmember Daniel motioned to adjourn the meeting at approximately 7:00 p.m. The motion was seconded by Councilmember Ruiz and passed without opposition.

*Transcribed & submitted by the Clerk of Council*

*Accepted & approved by the City Council 2/6/23*

ORDINANCE 2023-01

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF GARDEN CITY, GEORGIA, AS AMENDED, TO (1) AMEND CODE SECTION 90-5(B) TO PROVIDE DEFINITIONS FOR THE TERMS “CONTAINER YARD”, “INTENSIVE INDUSTRIAL USE”, “STORAGE YARD”, AND “TRUCK PARKING LOT,” (2) AMEND PARAGRAPH 11 OF CODE SECTION 90-47(B) TO PERMIT NEIGHBORHOOD RECREATION CENTERS TO OPERATE IN I-1 ZONING DISTRICTS LOCATED WITHIN THE CITY WITH APPROVAL OF THE BOARD OF APPEALS, (3) AMEND PARAGRAPH 20 OF CODE SECTION 90-47(B) TO PERMIT CLUBS OR LODGES TO OPERATE IN I-1 ZONING DISTRICTS LOCATED WITHIN THE CITY WITH APPROVAL OF THE BOARD OF APPEALS, (4) AMEND PARAGRAPH 34 OF CODE SECTION 90-47(B) TO PERMIT MOTELS AND TOURIST CENTERS TO OPERATE IN I-1 ZONING DISTRICTS LOCATED WITHIN THE CITY WITH APPROVAL OF THE BOARD OF APPEALS, (5) AMEND PARAGRAPH 35 OF CODE SECTION 90-47(B) TO PERMIT RECREATIONAL VEHICLE PARKS TO OPERATE IN C-2, C-2A, AND C-2A(B&W) ZONING DISTRICTS LOCATED WITHIN THE CITY WITH APPROVAL OF THE BOARD OF APPEALS, (6) AMEND PARAGRAPH 47 OF CODE SECTION 90-47(B) TO PERMIT MINIATURE GOLF COURSES, TRAMPOLINES, OR SIMILAR ACTIVITIES IN I-1 ZONING DISTRICTS LOCATED WITHIN THE CITY WITH APPROVAL OF THE BOARD OF APPEALS, (7) AMEND PARAGRAPH 58 OF CODE SECTION 90-47(B) TO UPDATE A CODE REFERENCE FROM CODE SECTION 90-17 TO CODE SECTION 90-262, (8) AMEND CODE SECTION 90-47(B) TO ADD PARAGRAPH 58A ENTITLED “TRUCK PARKING LOT” WHICH PERMITS THE OPERATION OF TRUCK PARKING LOTS IN I-2 ZONING DISTRICTS AND IN I-1 ZONING DISTRICTS PROVIDED THAT THE USE IN I-1 ZONING DISTRICTS IS APPROVED BY THE BOARD OF APPEALS, (9) AMEND PARAGRAPH 66A OF CODE SECTION 90-47(B) TO PERMIT THE REPAIRING OF TRUCKS, MANUFACTURED HOMES, AND TRAILERS IN I-1 ZONING DISTRICTS LOCATED WITHIN THE CITY WITH APPROVAL OF THE BOARD OF APPEALS, (10) AMEND PARAGRAPH 68(B) OF CODE SECTION 90-47(B) TO PERMIT THE OPERATION OF HEAVY TRUCK AND TRUCK TRAILER SALE DEALERSHIPS IN I-1 ZONING DISTRICTS LOCATED WITHIN THE CITY WITH APPROVAL OF THE BOARD OF APPEALS, (11) AMEND PARAGRAPH 72 OF CODE SECTION 90-47(B) TO PERMIT THE SALE OF RESIDENTIAL MANUFACTURED HOMES IN I-1 ZONING DISTRICTS LOCATED WITHIN THE CITY WITH APPROVAL OF THE BOARD OF APPEALS, (12) AMEND PARAGRAPH 72A OF CODE SECTION 90-47(B) TO PERMIT THE SALE OF RECREATIONAL VEHICLES IN I-1 ZONING DISTRICTS LOCATED WITHIN THE CITY WITH APPROVAL OF THE BOARD OF APPEALS, (13) AMEND PARAGRAPH 73 OF CODE SECTION 90-47(B) TO PROHIBIT TIRE RECAPPING IN C-2A AND C-2(B&W) ZONING DISTRICTS LOCATED WITHIN THE CITY, (14) AMEND PARAGRAPH 77

OF CODE SECTION 90-47(B) TO PERMIT THE SALE AND DISPLAY OF MONUMENTS AND STONES IN I-1 ZONING DISTRICTS LOCATED WITHIN THE CITY, **(15)** AMEND PARAGRAPH 81 OF CODE SECTION 90-47(B) TO PROHIBIT THE OPERATION OF TRUCK TERMINALS IN I-1 ZONING DISTRICTS LOCATED WITHIN THE CITY AND TO SUBJECT THE USE TO ADDITIONAL CONDITIONS, **(16)** AMEND PARAGRAPH 82 OF CODE SECTION 90-47(B) TO PERMIT THE OPERATION OF TRUCKSTOPS IN I-1 AND I-2 ZONING DISTRICTS LOCATED WITHIN THE CITY WITH APPROVAL OF THE BOARD OF APPEALS, **(17)** AMEND PARAGRAPH 87 OF CODE SECTION 90-47(B) TO REQUIRE A LANDSCAPED BUFFER SPECIFIED IN CODE SECTION 90-262 FOR SELF-STORAGE MINIWAREHOUSES ABUTTING OR ACROSS THE STREET FROM RESIDENTIALLY ZONED AREAS, **(18)** AMEND PARAGRAPH 88 OF CODE SECTION 90-47(B) TO PERMIT THE OPERATION OF FARMERS' MARKETS IN C-1, C-2, C-2(A), AND C-2A(B&W) ZONING DISTRICTS LOCATED WITHIN THE CITY WITH APPROVAL OF THE BOARD OF APPEALS, **(19)** AMEND PARAGRAPH 91 OF CODE SECTION 90-47(B) TO PERMIT THE RENTAL AND SALE OF TOOLS AND EQUIPMENT IN I-1 ZONING DISTRICTS LOCATED WITHIN THE CITY WITH APPROVAL OF THE BOARD OF APPEALS, **(20)** AMEND PARAGRAPH 95 OF CODE SECTION 90-47(B) TO PROHIBIT THE REMOVAL OR EXTRACTION OF NATURAL MATERIALS OR DEPOSITS IN I-1 ZONING DISTRICTS LOCATED WITHIN THE CITY AND TO PERMIT SUCH USE IN I-2 ZONING DISTRICTS WITHIN THE CITY WITH APPROVAL OF THE BOARD OF APPEALS, **(21)** AMEND PARAGRAPH 96 OF CODE SECTION 90-47(B) TO PROHIBIT THE OPERATION OF SALVAGE YARDS AND MOTOR VEHICLE SALVAGE YARDS IN I-1 ZONING DISTRICTS LOCATED WITHIN THE CITY AND TO SUBJECT THE USE TO ADDITIONAL CONDITIONS RELATING TO BUFFERS, ACCESS, AND NONCONFORMING USES, **(22)** AMEND PARAGRAPH 97 OF CODE SECTION 90-47(B) TO SUBJECT THE USE OF METAL SALVAGE YARDS LOCATED WITHIN THE CITY TO MODIFIED USE CONDITIONS RELATING TO BUFFERS, ACCESS, AND NONCONFORMING USES, **(23)** AMEND PARAGRAPH 100 OF CODE SECTION 90-47(B) TO RENAME THE PERMITTED USE AS "CONTAINER YARD, CONTAINER TRAILER YARD, OR CONTAINER REPAIR SHOP" AND TO MODIFY THE CONDITIONS OF THE USE RELATING TO BUFFERS, **(24)** AMEND PARAGRAPH 107 OF CODE SECTION 90-47(B) TO PERMIT THE OPERATION OF LANDFILLS IN I-2 ZONING DISTRICTS LOCATED WITHIN THE CITY WITH APPROVAL OF THE BOARD OF APPEALS, **(25)** AMEND PARAGRAPH 112 OF CODE SECTION 90-47(B) TO PERMIT THE OPERATION OF RECYCLING COLLECTION CENTERS IN I-1 ZONING DISTRICTS LOCATED WITHIN THE CITY WITH APPROVAL OF THE BOARD OF APPEALS, **(26)** AMEND PARAGRAPH 126 OF CODE SECTION 90-47(B) TO SUBJECT THE USE OF STORING SALVAGE CARS AND VEHICLES TO MODIFIED CONDITIONS RELATING TO BUFFERS, ACCESS, AND NONCONFORMING USES, **(27)**

AMEND PARAGRAPH 128 OF CODE SECTION 90-47(B) TO PERMIT THE INSIDE RETAIL STORAGE AND/OR SALE OF MOTOR VEHICLES IN C-1 ZONING DISTRICTS WITHIN THE CITY WITH APPROVAL OF THE BOARD OF APPEALS, (28) AMEND PARAGRAPH 129 OF CODE SECTION 90-47(B) TO PROHIBIT LUMBER LOGISTICS AND SHIPPING OPERATIONS IN I-1 ZONING DISTRICTS WITHIN THE CITY, AND (29) AMEND CODE SECTION 90-47 ENTITLED "PERMITTED USES" TO REPLACE THE PERMITTED USES SUMMARY AT THE END OF SAID CODE SECTION 90-47; 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: Section 90-5(b) of the City's Code of Ordinances, entitled "Definitions and Rules of Construction" is hereby amended to add the following definitions for the terms "Container Yard", "Intensive Industrial Use", "Storage Yard", and "Truck Parking Lot":

"Container Yard means a facility for the storage of freight containers.

Intensive Industrial Use shall mean any uses permitted by right or with approval from the Board of Appeals which is not also permitted in a non-industrial zoning classification.

Storage Yard means any commercial activity whose basic function is the collection and storage of materials outside of an enclosed building. Such item does not include container storage.

Truck Parking Lot means an off-street parking area not accessory to a principal use intended for parking of commercial trucks, including tractor trucks. Containers are not permitted."

Section 2: Section 90-47(b), Paragraph 11, of the City's Code of Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts: Neighborhood Recreation Center" is hereby amended to permit the operation of neighborhood recreation centers in I-1 zoning districts located within the City provided that the use in such districts is approved by the Board of Appeals. As amended, said Paragraph 11 shall read as follows:

"(11) Neighborhood recreation center: R-1, R-2, R-I-N, C-1, C-2, C-2A, C-2A(B&W), I-1(B), M."

Section 3: Section 90-47(b), Paragraph 20, of the City's Code of Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts: Clubs or Lodges" is hereby amended to permit the operation of clubs or lodges in I-1 zoning districts located within the City provided that the use in such districts is approved by the Board of Appeals. As amended, said Paragraph 20 shall read as follows:



- “(20) Clubs or lodges: R-A, R-1(B), R-2(B), R-I-N, C-1, C-2, C-2A, C-2A(B&W), I-1(B), M.”

Section 4: Section 90-47(b), Paragraph 34, of the City’s Code of Ordinances, entitled “Permitted Uses; Provisions Regarding Uses in Zoning Districts: Hotel or Motel” is hereby amended to permit the operation of motels and tourist centers in I-1 zoning districts located within the City provided that the use in such district is approved by the Board of Appeals. As amended, said Paragraph 34 shall read as follows:

- “(34) Hotel or Motel: C-1, C-2, C-2A, I-1(B).”

Section 5: Section 90-47(b), Paragraph 35, of the City’s Code of Ordinance, entitled “Permitted Uses; Provisions Regarding Uses in Zoning Districts: Recreational Vehicle Park” is hereby amended to permit the operation of recreational vehicle parks in C-2, C-2A, and C-2A(B&W) zoning districts located within the City provided that the use in such districts is approved by the Board of Appeals. As amended, the heading of said Paragraph 35 shall read as follows:

- “(35) Recreational Vehicle Park: C-2(B), C-2A(B), C-2(B&W)(B), I-1, I-2.”

Section 6: Section 90-47(b), Paragraph 47, of the City’s Code of Ordinances, entitled “Permitted Uses; Provisions Regarding Uses in Zoning Districts: Miniature Golf Course, Trampoline or Similar Activity” is hereby amended to permit miniature golf courses, trampolines, or similar activity in I-1 zoning districts located within the City provided that the use in such districts is approved by the Board of Appeals. As amended, said Paragraph 47 shall read as follows:

- “(47) Miniature golf course, trampoline or similar activity: C-2, C-2A, C-2A(B&W), I-1(B).”

Section 7: Section 90-47(b), Paragraph 58, of the City’s Code of Ordinances, entitled “Permitted Uses; Provisions Regarding Uses in Zoning Districts: Automobile parking lot” is hereby amended to change the reference made in Subparagraph (b) to Code Section 90-17 to a reference to Code Section 90-262. Subparagraph (b) of said Paragraph 58 is therefore deleted in its entirety and replaced by the following:

- “b. Any parking area serving a commercial use which abuts a residential district shall be subject to the requirements set forth in Section 90-262.”

Section 8: Section 90-47(b), of the City’s Code of Ordinances, entitled “Permitted Uses; Provisions Regarding Uses in Zoning Districts”, is amended to add Paragraph 58a entitled

“Truck Parking Lot”, permitting the operation of truck parking lots in I-2 zoning districts and in I-1 zoning districts provided that the use in I-1 zoning districts is approved by the Board of Appeals. Said Paragraph 58a shall read as follows:

“(58a) Truck parking lot: I-1(B), I-2.”

Section 9: Section 90-47(b), Paragraph 66a, of the City’s Code of Ordinances, entitled “Permitted Uses; Provisions Regarding Uses in Zoning Districts: Repairing Trucks, Manufactured Homes, and Trailers” is hereby amended to permit the repairing of trucks, manufactured homes, and trailers in I-1 zoning districts located within the City provided that the use in such districts is approved by the Board of Appeals. As amended, said Paragraph 66a shall read as follows:

“(66a) Repairing Trucks, Manufactured Homes, and Trailers:  
I-1(B), I-2.”

Section 10: Section 90-47(b), Paragraph 68b, of the City’s Code of Ordinances, entitled “Permitted Uses; Provisions Regarding Uses in Zoning Districts: Heavy Truck (trucks weighing over one ton) and truck trailer sale dealerships” is hereby amended to permit the operation of heavy truck and truck trailer sale dealerships in I-1 zoning districts located within the City provided that the use in such districts is approved by the Board of Appeals. As amended, said Paragraph 68b shall read as follows:

“(68b) Heavy truck (trucks weighing over one ton) and truck trailer sale dealerships: I-1(B), I-2.”

Section 11: Section 90-47(b), Paragraph 72, of the City’s Code of Ordinances, entitled “Permitted Uses; Provisions Regarding Uses in Zoning Districts: Residential manufactured home sales” is hereby amended to permit the sale of residential manufactured homes in I-1 zoning districts located within the City provided that the use in such districts is approved by the Board of Appeals. As amended, said Paragraph 72 shall read as follows:

“(72) Residential manufactured home sales: I-1(B), I-2.”

Section 12: Section 90-47(b), Paragraph 72a, of the City’s Code of Ordinances, entitled “Permitted Uses; Provisions Regarding Uses in Zoning Districts: Recreational Vehicle Sales” is hereby amended to permit the sale of recreational vehicles in I-1 zoning districts located within the City provided that the use in such districts is approved by the Board of Appeals. As amended, said Paragraph 72a shall read as follows:

“(72a) Recreational Vehicle Sales: M(B), I-1(B), & I-2.”

Section 13: Section 90-47(b), Paragraph 73, of the City's Code of Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts: Tire recapping" is hereby amended to delete C-2A and C-2(B&W) zoning districts from the districts where tire recapping businesses are permitted to operate within the City. As amended, said Paragraph 73 shall read as follows:

"(73) Tire recapping: I-1, I-2. Such activity shall be conducted entirely within a building."

Section 14: Section 90-47(b), Paragraph 77, of the City's Code of Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts: Sale and Display of Monuments and Stones" is hereby amended to permit the sale and display of monuments and stones in I-1 zoning districts located within the City. As amended, said Paragraph 77 shall read as follows:

"(77) Sale and display of monuments and stones: C-1, C-2, C-2A, C-2A(B&W), I-1."

Section 15: Section 90-47(b), Paragraph 81, of the City's Code of Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts: Truck Terminal" is hereby amended to delete I-1 zoning districts from the districts where truck terminals are permitted to operate within the City, and to subject such use to additional conditions. As amended, said Paragraph 81 shall read as follows:

"(81) Truck terminal: I-2. Traffic generated by such use shall be channeled and controlled in a manner that will mitigate any congestion on public streets, increased safety hazard or cause additional traffic through residential areas. Vehicular access points shall be limited, shall create a minimum of conflict with traffic movements, and shall be subject to the approval of the public works and police departments. Vehicular ingress lanes shall be large enough to accommodate peak use on the same lot without requiring the stopping or waiting of vehicles on public rights-of-way."

Section 16: Section 90-47(b), Paragraph 82, of the City's Code of Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts: Truckstop" is hereby amended to permit the operation of truckstops in I-1 and I-2 zoning districts located within the City provided that the use in such districts is approved by the Board of Appeals. As amended, said Paragraph 82 shall read as follows:

"(82) Truckstop: I-1(B), I-2(B)."

Section 17: Section 90-47(b), Paragraph 87, of the City's Code or Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts: Self-storage miniwarehouse" is

hereby amended to require the establishment of a landscaped buffer as specified in Code Section 90-262 along any side of the property which abuts a residentially zoned district or is across the street from a residentially zoned district. Subparagraph (d) of said Paragraph 87 is therefore deleted in its entirety and replaced by the following:

- “d. A landscaped buffer as specified in Code Section 90-262 shall be established along any side of the property which abuts a residentially zoned district or is across the street from a residentially zoned district.”

Section 18: Section 90-47(b), Paragraph 88, of the City's Code of Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts: Farmers' market" is hereby amended to permit the operation of farmers' markets in C-1, C-2, C-2(A), and C-2A(B&W) zoning districts located within the City provided that the use in such districts is approved by the Board of Appeals. As amended, said Paragraph 88 shall read as follows:

- “(88) Farmers' market: C-1(B), C-2(B), C-2A(B), C-2A(B&W)(B), I-1, I-2.”

Section 19: Section 90-47(b), Paragraph 91, of the City's Code of Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts: Rental of Tools, Rental of Equipment, Tool Sales, Equipment Sales and Businesses of a Similar Nature" is hereby amended to permit the rental of tools, rental of equipment, tool sales, equipment sales and businesses of a similar nature in I-1 zoning districts located within the City provided that the use in such districts is approved by the Board of Appeals. As amended, said Paragraph 91 shall read as follows:

- “(91) Rental of tools, rental of equipment, tool sales, equipment sales and businesses of a similar nature: C-2, C-2A, C-2A(B&W), I-1(B), I-2(B).”

Section 20: Section 90-47(b), Paragraph 95, of the City's Code of Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts: Removal or Extraction of Any Natural Material or Deposit" is hereby amended to delete I-1 zoning districts from the districts where the removal and extraction of natural materials or deposits is permitted and to permit such use in I-2 zoning districts located within the City provided that the use in such districts is approved by the Board of Appeals. As amended, said Paragraph 95 shall read as follows:

- “(95) Removal or extraction of any natural material or deposit: R-A(B), I-2(B).”

Section 21: Section 90-47(b), Paragraph 96, of the City's Code of Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts: Salvage Yard and Motor Vehicle Salvage Yard" is hereby deleted in its entirety and replaced with the following Paragraph 96 to permit the operation of salvage yards and motor vehicle salvage yards in only I-2 zoning districts located within the City subject to certain additional conditions relating to buffers (Subparagraph (b)), access (Subparagraph (d)), and nonconforming uses (Subparagraph (g)(3)):

“(96) Salvage yard and motor vehicle salvage yard: I-2. The following regulations shall apply to this use:

- a. Site plan review. A site plan shall be submitted for review and approval by the planning commission prior to the issuance of any permits or a business license for the proposed site. No use or development shall be allowed on the site that is not shown on the approved site development plan. Such plans shall include gross acreage, number, type and location of buildings, parking and loading areas, service drives, building heights, open space, setbacks, buffer strips, location and design of fence and materials of construction, and such other information as may be reasonably required by the Planning Commission.
- b. Buffers and screens. A Type II buffer as defined in Code Section 90-262 shall be erected entirely around the use. The required screen shall be not less than ten (10) feet and not more than twelve (12) feet in height. No materials shall be stored or stacked above the height of the screening fence.
- c. Burning. There shall be no onsite burning of material except within a furnace or incinerator approved by the county health department and appropriate state regulatory agencies.
- d. Access. Access to salvage yards shall be only from a collector street, secondary arterial or major arterial. Traffic generated by such use shall be channeled and controlled in a manner that will mitigate any congestion on public streets, increased safety hazard or cause additional traffic through residential areas. Vehicular access points shall be limited, shall create a minimum of conflict with traffic movements, and shall be subject to the approval of the public works and police departments. Vehicular ingress lanes shall be large enough to accommodate peak use on the same lot without requiring the stopping or waiting of vehicles on public rights-of-way.
- e. Separation from other uses. Salvage yards shall be separated from the following uses by the distances indicated, as measured in a straight line:
  - 1. From a dwelling unit: 500 feet.
  - 2. From residential zoning districts: 500 feet.
  - 3. From C-1 zoning districts: 500 feet.



4. From any other business zoning districts or business use: 100 feet.
- f. Dismantling activities. All dismantling, shredding and crushing operations of the use shall be set back at least 100 feet from any property line.
- g. Nonconforming salvage yards.
  1. When a salvage yard exists prior to the effective date of the ordinance from which this subsection is derived and does not comply with the operational and design standards outlined in this subsection, the activity shall be deemed to be nonconforming.
  2. Within 60 days from the date of the ordinance from which this subsection is derived, the zoning administrator shall notify all nonconforming salvage yards, which notice shall specify the nonconforming conditions and the provisions of this section. A nonconforming salvage yard may be continued for not more than one year from the date of notice of nonconforming status sent by the Zoning Administrator.
  3. Within one year from the date of nonconforming status notice, nonconforming salvage yards shall be brought into compliance with the requirements of this section, excluding the separation requirements of the above Subparagraphs e.1. through 4. The provision for a Type II buffer shall also be waived for a nonconforming salvage yard if the existing fence construction and maintenance is in compliance with the salvage yard fence design standards as determined by the Building Official.
  4. The board of appeals may grant a buffer or setback variance upon finding that the height of the stored material will be less than the minimum screen height and that the activities of the operation will not adversely impact the adjacent property values or the public welfare.”

Section 22: Section 90-47(b), Paragraph 97, of the City’s Code of Ordinances, entitled “Permitted Uses; Provisions Regarding Uses in Zoning Districts: Metals salvage yard” is hereby amended by deleting Subparagraphs (b), (d), and (g), and replacing them with the following Subparagraphs (b), (d), and (g), to modify certain conditions of said use relating to buffers, access, and nonconforming uses:



- “b. Buffers and screens. A Type II buffer as defined in Code Section 90-262 shall be erected entirely around the use. The required screen shall be not less than ten feet and not more than 12 feet in height. No materials shall be stored or stacked above the height of the screening fence.
- d. Access. Access to salvage yards shall be only from a collector street, secondary arterial or major arterial. Traffic generated by such use shall be channeled and controlled in a manner that will mitigate any congestion on public streets, increased safety hazard or cause additional traffic through residential areas. Vehicular access points shall be limited, shall create a minimum of conflict with traffic movements, and shall be subject to the approval of the public works and police departments. Vehicular ingress lanes shall be large enough to accommodate peak use on the same lot without requiring the stopping or waiting of vehicles on public rights-of-way.
- g. Nonconforming salvage yards.
1. When a salvage yard exists prior to the effective date of the ordinance from which this subsection is derived and does not comply with the operational and design standards outlined in this subsection, the activity shall be deemed to be nonconforming.
  2. Within 60 days from the date of the ordinance from which this subsection is derived, the zoning administrator shall notify all nonconforming salvage yards, which notice shall specify the nonconforming conditions and the provisions of this section. A nonconforming salvage yard may be continued for not more than one year from the date of notice of nonconforming status sent by the zoning administrator.
  3. Within one year from the date of nonconforming status notice, nonconforming salvage yards shall be brought into compliance with the requirements of this section, excluding the separation requirements of the above Subparagraphs e.1. through 4. The provision for a Type II buffer shall also be waived for a nonconforming salvage yard if the existing fence construction and maintenance is in compliance with the salvage yard fence design standards as determined by the building official.
  4. The board of appeals may grant a buffer or setback variance upon finding that the height of the stored material will be less than the minimum screen height and that the activities of the operation will not adversely impact the adjacent property values or the public welfare.”

Section 23: Section 90-47(b), Paragraph 100, of the City's Code of Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts: Container storage, container trailer storage yard or container repair shop" is hereby deleted in its entirety and replaced with the following Paragraph 100 to rename the use as "Container yard, container trailer yard, or container repair shop" and to modify the conditions of such use relating to buffers as currently stated in Subparagraphs (b), (l), and (m) of said Paragraph:

- “(100) Container yard, container trailer yard or container repair shop: I-2.
- a. Containers shall not be stacked more than three high. Container trailers shall not be stacked more than 25 feet in height.
  - b. Storage of containers or container trailers is not permitted within 500 feet of the boundary adjacent to any property zoned Residential (R) and within 50 feet otherwise. They shall further not be stacked within 50 feet of any power line or public road. In addition, containers or container trailers stacked in the yard shall not be visible above the tree line from adjacent residential neighborhoods.
  - c. Containers will be stacked in a "pyramid" appearance along the front of the site. Corner lots shall be treated as having two front property lines. The initial row shall not exceed one container in height, with such successive interior row gaining one container in height to a maximum of three containers in height. For the sides beyond the front area, the "pyramid" appearance shall not be required.
  - d. If containers or container trailers are to be stacked, a stacking plan must be approved by the city manager. Such plan shall, at a minimum, show the location of all abutting streets and sidewalks, all internal travel-ways, a stacking schedule, and the proposed maximum stacking height, and shall indicate how it meets all of the requirements of this Code Section.
  - e. Container yard light fixtures installed after May 7, 2012, shall be a type that minimizes fugitive light scatter and shall be directed into the container yard away from neighborhoods. In addition, yard light fixtures installed after May 7, 2012, shall not be visible above the tree line from adjacent residential neighborhoods.
  - f. Container storage yards and container trailer storage yards shall have a improved surface of gravel or limestone crusher run paving with a minimum thickness of six inches and with a 95 percent compacted subgrade.

- g. Driveways and approaches (areas of ingress/egress to and from public rights-of way) shall be constructed to a minimum design of eight inches of 4,000 PSI concrete reinforced with No. 4 rebar at 18 inches O.C. on an eight-inch compacted limestone or crushed concrete base on a subbase compacted to 98 percent standard proctor density. Driveway width and radii shall be such that a tractor-trailer combination can enter and exit the facility without running over curbs. Turns into or departing the facility must be made from and to a single lane.
- h. On-site stormwater detention and drainage shall be governed by the city's stormwater management ordinances.
- i. Traffic generated by such use shall be channeled and controlled in a manner that will mitigate any congestion on public streets, increased safety hazard or cause additional traffic through residential areas. Vehicular access points shall be limited, shall create a minimum of conflict with traffic movements, and shall be subject to the approval of the public works and police departments. Vehicular ingress lanes shall be large enough to accommodate peak use on the same lot without requiring the stopping or waiting of vehicles on public rights-of-way.
- j. Hours of operation. Hours of operation for container and chassis yards are limited. Facilities shall only operate during the hours of 6:00 a.m. to 9:00 p.m. and no overnight facilities shall be allowed on the premises.
- k. All noise shall be muffled so as not to be objectionable due to intermittence, beat frequency, or shrillness.
- l. The property owner shall provide screening along the frontage of the site and along the side yards as required by Article VIII, tree protection and landscaping.
- m. Variances from the requirements of this Code Section may be granted for good and sufficient cause by the Board of Appeals upon a determination that the failure to grant the variance would result in exceptional hardship, and that the granting of a variance would not pose a threat to public safety or create a nuisance."

Section 24: Section 90-47(b), Paragraph 107, of the City's Code of Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts: Landfill (where permitted is required by state department of natural resources" is hereby amended to permit the operation of landfills in I-2 zoning districts located within the City provided that the use in such districts is

approved by the Board of Appeals. As amended, the heading of said Paragraph 107 shall read as follows:

“(107) Landfill (where permit is required by state department of natural resources): I-2(B).”

Section 25: Section 90-47(b), Paragraph 112, of the City’s Code of Ordinances, entitled “Permitted Uses; Provisions Regarding Uses in Zoning Districts: Recycling collection center” is hereby amended to permit the operation of recycling collection centers in I-1 zoning districts located within the City provided that the use in such districts is approved by the Board of Appeals. As amended, the heading of said Paragraph 112 shall read as follows:

“(112) Recycling collection center: I-1(B), I-2.”

Section 26: Section 90-47(b), Paragraph 126, of the City’s Code of Ordinances, entitled “Permitted Uses; Provisions Regarding Uses in Zoning Districts: Permanent or temporary storage of salvage cars or vehicles” is hereby deleted in its entirety and replaced with the following Paragraph 126 to modify certain conditions of such use relating to buffers, access, and nonconforming uses as currently set forth in Subparagraphs (b), (d), and (g) of said Paragraph:

“The following standards shall apply:

- a. Site plan review. A site plan shall be submitted for review and approval by the planning commission prior to the issuance of any permits or a business license for the proposed site. No use or development shall be allowed on the site that is not shown on the approved site development plan. Such plans shall include gross acreage, the number, type and location of buildings, parking/loading areas, and service drives, building heights, open space, setbacks, buffer strips, the location and design of fences and materials of construction, and such other information as may be reasonably required by the planning commission.
- b. Buffers and screens. A Type II buffer as defined in Sect. 90-262 shall be erected entirely around the use. The required fence shall be not less than ten feet, nor more than 12 feet, in height. No materials shall be stored or stacked above the height of the screening fence.
- c. Burning. There shall be no onsite burning of materials except within a furnace or incinerator approved by the county health department and appropriate state regulatory agencies.
- d. Access. Access shall be only from a collector street or a secondary arterial or major arterial road. There shall be a minimum of one 30-foot wide entrance drive and one 30-foot wide exit drive. All entrance and exit drives shall have gates which shall be set back a minimum of 60 feet from the

entrance/exit property lines. Traffic generated by such use shall be channeled and controlled in a manner that will mitigate any congestion on public streets, increased safety hazard or cause additional traffic through residential areas. Vehicular access points shall be limited, shall create a minimum of conflict with traffic movements, and shall be subject to the approval of the public works and police departments. Vehicular ingress lanes shall be large enough to accommodate peak use on the same lot without requiring the stopping or waiting of vehicles on public rights-of-way.

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

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

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

- g. Nonconforming salvage yards.

Within one year from the date of nonconforming status notice, nonconforming salvage yards shall be brought into compliance with the requirements of this section, with the exception of the provisions of subsection e, the requirement for a Type II buffer which may be waived by the building official if the existing fence construction and maintenance is in compliance with subsection b.

- h. Fire Prevention Regulations.

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



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

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

Section 27: Section 90-47(b), Paragraph 128, of the City's Code of Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts: Inside retail storage and/or sale of motor vehicles" is hereby amended to permit the inside retail storage and/or sale of motor vehicles in C-1 zoning districts located within the City provided that the use in such districts is approved by the Board of Appeals. As amended, the heading of said Paragraph 128 shall read as follows:

"(128) Inside retail storage and/or sale of motor vehicles: C-1 (B), C-2, C-2A, C-2A(B&W), M."

Section 28: Section 90-47(b), Paragraph 129, of the City's Code of Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts: Lumber Logistics and Shipping" is hereby amended to delete I-1 zoning districts from the districts where lumber logistics and shipping businesses are permitted to operate within the City, and to subject such use to additional conditions relating to access as currently set forth in Subparagraph (i) of the said Paragraph. As amended, Paragraph 129 shall read as follows:

"(129) Lumber logistics and shipping: I-2.

- a. Lumber logistics and shipping shall be limited to whole logs which, when received, have already been cut and trimmed to a size and shape that is reasonably conducive to storage in shipping containers.
- b. No cutting, sizing, trimming, mulching, or chipping of lumber is permitted under this use.



- c. Engine-powered loading excavators may be used to move and store lumber on the premises.
- d. Specialized, suitable equipment shall be used to load whole logs into shipping containers.
- e. Lumber stored on-site must be treated on site reduce risk of infestation, and such treatment must use adequate dust, debris, and noise abatement measures. All treatments must meet all applicable USDA, GEC, and Georgia Department of Natural Resources regulations, licensing, and certification requirements.
- f. In I-1 zoning districts, the use and storage of only containers with chassis shall be permitted on site under this use.”
- g. All facilities shall maintain on-site firefighting equipment acceptable to the Garden City Fire Marshall.
- h. The storage containers shall have a maximum height of 8.5 feet, a maximum length of 40 feet, and a maximum width of eight feet. They shall be setback at least 100 feet from property lines of adjacent property being used for non-industrial purposes and shall be shielded from being seen therefrom.
- i. Access to lumber logistics and shipping’s operations shall be derived from only a public arterial or collector road. Traffic generated by such use shall be channeled and controlled in a manner that will mitigate any congestion on public streets, increased safety hazard or cause additional traffic through residential areas. Vehicular access points shall be limited, shall create a minimum of conflict with traffic movements, and shall be subject to the approval of the public works and police departments. Vehicular ingress lanes shall be large enough to accommodate peak use on the same lot without requiring the stopping or waiting of vehicles on public rights-of-way.
- j. On-site traffic shall be limited to an all-weather surfaced area.
- k. Site development plans drawn to scale shall be submitted and approved by the planning commission prior to the issuance of a building permit. Such plans shall include gross acreage, number, type and location of buildings, building heights, open space, setback, buffer strips, location of fence and materials of construction, and such other information as may be reasonably required by, and acceptable to the planning commission.”

Section 28: The Permitted Uses Summary contained within Section 90-47(b) of the City's Code of Ordinances is hereby deleted in its entirety and replaced by the following Permitted Uses Summary:

**“PERMITTED USES SUMMARY**

X Permitted use

B Use permitted subject to approval of board of appeals

|      | Permitted Uses   | R-A | R-1 | R-2 | R-I-N | C-1 | C-2 | C-2A | C-2A(B & W) | I-1 | I-2 | M |
|------|--|-----|-----|-----|-------|-----|-----|------|-------------|-----|-----|---|
| (1)  | One-family dwelling  | X   | X   | X   | X     | B   |     |      |             |     |     | X |
| (2)  | Two-family dwelling  |     |     | X   | X     |     |     |      |             |     |     | X |
| (3)  | Multifamily dwelling   |     |     | X   | X     |     |     |      |             |     |     | X |
| (4)  | Group development project  | B   | B   | B   | B     | B   | B   | B    | B           | B   | B   | X |
| (5)  | Roominghouses, boardinghouses and tourist homes  |     |     |     | X     |     |     |      |             |     |     |   |
| (6)  | Garage apartment   | X   | B   | X   | X     |     |     |      |             |     |     | X |
| (7)  | Manufactured home park   |     |     |     |       |     |     |      |             | X   |     |   |
| (7a) | Employee housing accommodations  |     |     |     | X     |     |     |      |             |     |     |   |
| (8)  | Customary home occupation  | X   | X   | X   | X     |     |     |      |             |     |     | X |
| (9)  | Incidental or accessory uses and buildings   | X   | X   | X   | X     | X   | X   | X    | X           | X   | X   | X |
| (10) | Public uses  | X   | X   | X   | X     | X   | X   | X    | X           | X   | X   | X |
| (11) | Neighborhood recreation center   |     | X   | X   | X     | X   | X   | X    | X           | B   |     | X |
| (12) | Churches and other places of worship   | X   | X   | X   | X     | B   | B   |      |             |     |     | X |
| (13) | Cemeteries   | X   |     |     |       |     |     |      |             |     |     |   |
| (14) | Day nurseries and kindergartens  | B   | B   | B   | X     | X   | B   |      |             |     |     |   |
| (15) | Child care center  |     |     | B   | X     | X   | B   |      |             |     |     |   |
| (16) | Private schools  | B   |     |     | B     |     |     |      |             |     |     | X |
| (17) | Hospitals and medical centers  | X   |     |     | B     | B   | B   | B    | B           | B   | B   | X |
| (18) | Homes for the aged or children   |     |     |     | B     |     |     |      |             |     |     |   |
| (19) | Cultural facilities, including art galleries, legitimate theater, libraries and similar facilities |     |     |     | B     | X   | X   | X    | X           |     |     | X |
| (20) | Clubs or lodges  | X   | B   | B   | X     | X   | X   | X    | X           | B   |     | X |
| (21) | Eleemosynary or philanthropic institutions   |     |     |     | X     | X   | X   | X    | X           |     |     |   |
| (22) | Public utilities   | X   | X   | X   | X     | X   | X   | X    | X           | X   | X   |   |
| (23) | Gas and electric regulator stations  | B   | B   | B   | B     | B   | B   | B    | B           | B   | B   |   |
| (24) | Agricultural, general  | X   |     |     |       |     | B   | B    | B           |     |     |   |
| (25) | Agricultural, special  | X   | X   | X   | X     |     |     |      |             |     |     |   |

|       |  |   |   |   |   |   |   |   |   |   |   |   |
|-------|--|---|---|---|---|---|---|---|---|---|---|---|
| (26)  | Agricultural produce stands  | X |   |   |   |   |   |   |   | X |   |   |
| (27)  | Greenhouse and plant nursery   | X |   |   |   | X | X | X | X | X | X |   |
| (28)  | Signs, incidental  | X | X | X | X | X | X | X | X | X | X | X |
| (29)  | Signs, principal use   |   |   |   | X | X | X | X | X | X | X | X |
| (30)  | Signs, separate use  |   |   |   |   | X | X | X | X | X | X | X |
| (31)  | Radio and television studio  |   |   |   | X | X | X | X | X | X |   | X |
| (32)  | Radio and television transmission towers   |   |   |   |   |   |   |   |   | X | X |   |
| (33)  | Sale of fishing and boating supplies   |   |   |   |   | X | X | X | X | X |   |   |
| (34)  | Motels and tourist centers   |   |   |   |   | X | X | X | X | B |   | X |
| (35)  | Recreational vehicle park  |   |   |   |   |   | B | B | B | X | X |   |
| (36)  | Restaurants which do not serve alcoholic beverages   |   |   | B |   | X | X | X | X | X |   | X |
| (36a) | Restaurants which serve alcoholic beverages  |   |   |   |   |   | X | X | X |   |   | X |
| (36b) | Restaurants which serve alcoholic beverages limited to malt beverages and wine   |   |   |   |   |   | X | X | X |   |   | X |
| (37)  | Drive-in restaurants   |   |   |   |   | X | X | X | X | X |   | B |
| (38)  | Fast food restaurants  |   |   |   |   | X | X | X | X |   |   | X |
| (39)  | Cocktail lounges, nightclubs and taverns   |   |   |   |   |   |   | X |   |   |   | X |
| (40)  | Specialty shops  |   |   |   | X | X | X | X | X |   |   | X |
| (41)  | Interior decorating business   |   |   |   | X | X | X | X | X |   |   | X |
| (42)  | Teaching of music, voice, dance and exercise   |   |   |   | X | X | X | X | X |   |   |   |
| (43)  | Antique shops  |   |   |   | X | X | X | X | X |   |   |   |
| (44)  | Ceramic studio and shop  |   |   |   | X | X | X | X | X |   |   |   |
| (45)  | On-premises catering   |   |   |   | X | X | X | X | X |   |   |   |
| (46)  | Automobile service station, including automobile washeteria  |   |   |   | B | X | X | X | X | X |   |   |
| (47)  | Miniature golf course, trampoline or similar activity  |   |   |   |   |   | X | X | X | B |   |   |
| (48)  | Amusement or recreational activity carried on wholly within a building   |   |   |   |   |   | X | X | X | X |   | X |
| (49)  | Drive-in theater   |   |   |   |   |   | X | X | X | X | X |   |
| (50)  | Food stores, meat markets, bakery products, dairy products, produce and confectionery shops and stores of a similar nature |   |   |   |   | X | X | X | X | B |   | X |
| (51)  | Drugstores   |   |   |   | X | X | X | X | X |   |   | X |
| (52)  | Personal service shops   |   |   |   | X | X | X | X | X |   |   | X |
| (53)  | Clothing stores and dry goods  |   |   |   |   | X | X | X | X |   |   | X |
| (54)  | Home furnishing and hardware   |   |   |   |   | X | X | X | X |   |   | X |

|       |   |   |   |   |   |   |   |   |   |   |   |   |
|-------|---|---|---|---|---|---|---|---|---|---|---|---|
| (55)  | Department store  |   |   |   |   | X | X | X | X |   |   | X |
| (56)  | Banks and offices   |   |   |   | X | X | X | X | X | X | X | X |
| (57)  | Dry cleaning plants   |   |   |   |   |   |   |   |   | X | X |   |
| (58)  | Automobile parking lot  | X | B | B | X | X | X | X | X | X | X |   |
| (58a) | Truck parking lot   |   |   |   |   |   |   |   |   | B | X |   |
| (59)  | Medical, dental or optical laboratories   |   |   |   | B | B | B | B | B | X |   |   |
| (60)  | Photography studio  |   |   |   |   | X | X | X | X |   |   | X |
| (61)  | Funeral parlor  |   |   |   |   |   | X | X | X | X |   |   |
| (62)  | Ambulance service   |   |   |   |   |   | X | X | X | X |   |   |
| (63)  | Taxistand   |   |   |   |   |   | X | X | X | X |   |   |
| (64)  | Freezer locker, ice storage   |   |   |   |   |   |   |   |   | X | X |   |
| (65)  | Newspaper publishing, printing and letter shops   |   |   |   |   | B | X | X | X | X | X | X |
| (66)  | Automobile repair, automobile upholstery shops and paint shops                            |   |   |   |   |   | X | X | X | X | X |   |
| (66a) | Repairing trucks, manufactured homes, and trailers  |   |   |   |   |   |   |   |   | B | X |   |
| (66b) | Repairing recreational vehicles   |   |   |   |   |   |   |   |   | B | X | B |
| (67)  | Pest control  |   |   |   |   |   | X | X | X | X | X |   |
| (68)  | New automobile, light truck (pickup truck weighing one ton or less), and boat dealerships |   |   |   |   | X | X | X | X | X |   |   |
| (68a) | Used car lots   |   |   |   |   |   | X | X | X | X |   |   |
| (68b) | Heavy truck (trucks weighing over one ton) and truck trailer sale dealerships             |   |   |   |   |   |   |   |   | B | X |   |
| (69)  | Motorcycle and motor scooter sales and service  |   |   |   |   | X | X | X | X | X |   |   |
| (70)  | Bicycle and moped sales and service   |   |   |   |   | X | X | X | X | X |   |   |
| (71)  | Retail automobile parts and tire stores   |   |   |   |   | X | X | X | X | X |   |   |
| (72)  | Residential manufactured home sales   |   |   |   |   |   |   |   |   | B | X |   |
| 72a)  | Recreational vehicle sales  |   |   |   |   |   |   |   |   | B | X | B |
| (73)  | Tire recapping  |   |   |   |   |   |   |   |   | X | X |   |
| (74)  | Farm implement sales and similar activities   |   |   |   |   |   | X | X | X | X |   |   |
| (75)  | Prefabricated structures sales lot  |   |   |   |   | X | X | X | X | X | X |   |
| (76)  | Electrical repair and similar activities  |   |   |   |   | B | X | X | X | X | X |   |
| (77)  | Sale and display of monuments and stones  |   |   |   |   | X | X | X | X | X |   |   |
| (78)  | Glass sales and installation  |   |   |   |   |   | X | X | X | X |   |   |
| (79)  | Animal hospital, veterinary   | B |   |   |   |   |   |   |   | X | X |   |



|       |   |   |   |   |   |   |   |   |   |   |   |   |
|-------|---|---|---|---|---|---|---|---|---|---|---|---|
|       | clinic or animal boarding place   |   |   |   |   |   |   |   |   |   |   |   |
| (80)  | Animal hospital, veterinary clinic or animal boarding place (small animals)   | B |   |   |   | X | X | X | X | X | X |   |
| (81)  | Truck terminal  |   |   |   |   |   |   |   |   |   | X |   |
| (82)  | Truckstop   |   |   |   |   |   |   |   |   | B | B |   |
| (83)  | Building, heating, plumbing, electrical and related supplies and materials  |   |   |   |   | B | B | B | B | X | X |   |
| (84)  | Building, heating, plumbing or electrical contractors and related construction contractors                                    |   |   |   |   | B | B | B | B | X | X |   |
| (85)  | Storage yards   |   |   |   |   |   |   |   |   | X | X |   |
| (86)  | Wholesaling and warehousing   |   |   |   |   |   |   |   |   | X | X |   |
| (87)  | Self-storage miniwarehouse  |   |   |   |   | B | B | B | B | X | X |   |
| (88)  | Farmers' market   |   |   |   |   | B | B | B | B | X | X | B |
| (89)  | Trailer, camper   | X | X | X | X | X | X | X | X |   |   |   |
| (90)  | Retail or wholesale sale of liquor, malt beverages and wine   |   |   |   |   |   |   | X | X | X |   | X |
| (90a) | Sale of alcoholic beverages limited to malt beverages and wine only, whether or not incidental to other principal retail uses |   |   |   |   |   |   | X | X |   |   | X |
| (91)  | Rental of tools, rental of equipment, tool sales, equipment sales and businesses of a similar nature                          |   |   |   |   |   | X | X | X | B | B |   |
| (92)  | Massage parlors   |   |   |   |   |   |   |   |   |   | X |   |
| (93)  | Adult bookstore   |   |   |   |   |   |   |   |   |   | X |   |
| (94)  | Coin-operated games or devices  |   |   |   |   | X | X | X | X |   |   |   |
| (95)  | Removal or extraction of any natural material or deposit  | B |   |   |   |   |   |   |   |   | B |   |
| (96)  | Salvage yard and motor vehicle salvage yard   |   |   |   |   |   |   |   |   |   | X |   |
| (97)  | Metals salvage yard   |   |   |   |   |   |   |   |   |   | X |   |
| (98)  | Light industrial and light manufacturing  |   |   |   |   |   |   |   |   | X | X |   |
| (99)  | Heavy industrial and heavy manufacturing  |   |   |   |   |   |   |   |   |   | X |   |
| (100) | Container yard, container trailer yard, container repair shop   |   |   |   |   |   |   |   |   |   | X |   |
| (101) | Light machine shop  |   |   |   |   | X | X | X | X | X | X |   |
| (102) | Heavy machine shop  |   |   |   |   |   |   |   |   | X | X |   |
| (103) | Fortunetelling and palmistry  |   |   |   |   |   |   | X | X |   |   |   |
| (104) | Flea market   |   |   |   |   |   | B | B | B | B |   |   |



|       |  |   |   |   |   |   |   |   |   |   |   |   |
|-------|--|---|---|---|---|---|---|---|---|---|---|---|
| (105) | Food served from motorized vehicle or pushcart   |   |   |   |   |   | X | X | X | X | X |   |
| (106) | Pawnshop or pawnbroker   |   |   |   |   |   | B | B | B |   |   |   |
| (107) | Landfill (permit required by DNR)  |   |   |   |   |   |   |   |   |   | B |   |
| (108) | Indoor pistol range  |   |   |   |   |   | X |   |   |   |   |   |
| (109) | Costumes and theatrical props rental businesses  |   |   |   |   | X | X | X | X | X |   |   |
| (110) | Storage and maintenance of five or less commercial vehicles when incidental to a principal residential use   | X |   |   |   |   |   |   |   |   |   |   |
| (111) | Adult entertainment facilities where adult entertainment is sponsored, allowed, encouraged, condoned, presented, sold or offered to members of the public over 18 years of age |   |   |   |   |   |   |   |   |   | X |   |
| (112) | Recycling collection center  |   |   |   |   |   |   |   |   | B | X |   |
| (113) | Tattoo parlors   |   |   |   |   |   |   |   |   |   | X |   |
| (114) | Family personal care homes   | X | X | X | X |   |   |   |   |   |   |   |
| (115) | Privately owned and/or operated solid waste transfer stations  |   |   |   |   |   |   |   |   |   | X |   |
| (116) | Condominium development created in accordance with the Georgia Condominium Act   | B | B | B | B | B | B | B | B | B | B | X |
| (117) | Adult day care center  |   |   | X | X | X | X |   |   |   |   |   |
| (118) | Family adult care center   | X | X | X | X |   |   |   |   |   |   |   |
| (119) | Temporary day labor centers  |   |   |   |   | X | X |   |   | X |   |   |
| (120) | Live/work units  |   |   |   |   |   |   |   |   |   |   | X |
| (121) | Internet cafés   |   |   |   |   |   | B | B | B | B |   |   |
| (122) | Taxi cab companies   |   |   |   |   |   | X | X | X | X |   |   |
| (123) | Group homes for disabled persons and personal care homes   | B | B | B | B |   |   |   |   |   |   | B |
| (124) | Halfway house  |   |   |   |   |   | B |   |   | B | B |   |
| (125) | Rehabilitation center:   |   |   |   |   | B | B |   |   | B | B | B |
| (126) | Permanent or temporary storage of salvage cars or vehicles   |   |   |   |   |   |   |   |   |   | X |   |
| (127) | Wood chipping/shredding and mulching   |   |   |   |   |   |   |   |   |   | X |   |
| (128) | Inside retail storage and/or sale of motor vehicles  |   |   |   |   | B | X | X | X |   |   | X |
| (129) | Lumber logistics and shipping  |   |   |   |   |   |   |   |   |   | X |   |

The above Permitted Uses Summary Chart is intended to provide the user with an abbreviated reference to Code Section 90-47. It is provided for information purposes only and is subordinate to Section 90-47, reference to which should be made as the controlling provision.”

Section 29: This ordinance shall become effective on the date of passage.

Section 30: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

ADOPTED this \_\_\_\_ day of January, 2023.

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RHONDA FERRELL-BOWLES  
Clerk of Council

RECEIVED AND APPROVED this the \_\_\_\_ day of January, 2023.

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BRUCE CAMPBELL  
Mayor

Read first time:

Read second time and approved:

**A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENGAGE THE SERVICES OF BRENNAN JONES ENGINEERING ASSOCIATES, LLC, FOR THE PROVISION OF ENGINEERING SERVICES IN CONNECTION WITH THE REPLACEMENT OF TWO (2) 35-FOOT DIAMETER SECONDARY CLARIFIERS AT THE CITY'S WATER POLLUTION CONTROL PLANT; TO AUTHORIZE THE CITY'S CITY MANAGER TO EXECUTE A WORK ORDER FOR SUCH SERVICES; AND FOR OTHER PURPOSES.**

WHEREAS, Garden City, Georgia, is desirous of engaging the engineering services of Brennan Jones Engineering Associates, LLC, pursuant to the City's June 3, 2013, service agreement with the engineering firm, to assist it with the replacement of two (2) 35-foot diameter secondary clarifiers at the City's Water Pollution Control Plant ("WPCP"); and,

WHEREAS, the existing two (2) 35-foot diameter secondary clarifiers were installed when the WPCP was originally constructed over forty-eight (48) years ago, and have recently been suffering from continuous failures; and,

WHEREAS, City has established a budget of \$650,000.00 for the project work and has required that the work be completed as soon as possible; and,

WHEREAS, Brennan Jones Engineering Associates, LLC, has offered to develop plans for the work, to submit the plans and specifications for review and information to the Georgia Environmental Protection Division, to solicit and evaluate proposals from qualified contractors through a public bidding process to perform the project within the above-mentioned budgetary and time constraints: and to provide construction administrative services for the project; and,

WHEREAS, Brennan Jones Engineering Associates, LLC, is well-qualified to provide such services, having been previously engaged by the City on a number of projects involving the replacement of parts and equipment at the WPCP and the rehabilitation of water and sewage equipment; and,

WHEREAS, Brennan Jones Engineering Associates, LLC, has submitted a work order for such services at a fee of \$49,500.00, which work order is more than adequate with respect to both the scope and price, and which establishes a work schedule of 45 days for the design phase of the project, 60 days for the bidding phase, and nine (9) months for the construction/installation of the secondary clarifiers, a copy of said work order being attached hereto as Exhibit "A";

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

1. The Mayor and Council of Garden City, Georgia, shall engage the professional engineering services of Brennan Jones Engineering Associates, LLC, to develop plans, solicit and evaluate contractor bids, and provide construction administrative services for the replacement of two (2) 35-foot diameter secondary clarifiers at the

City's Water Pollution Control Plant within a thirteen (13) month period at construction costs not to exceed \$ \$650,000.00.

2. The City Manager is hereby authorized to execute, on behalf of the City, the work order of Brennan Jones Engineering Associates, LLC, attached hereto as Exhibit "A" defining the scope, price, and scheduling of the project, and setting the fee of \$49,500.00 for the performance of the engineering firm's services which shall be carried out pursuant to the City's June 3, 2013, service agreement with the firm.

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

SO RESOLVED this \_\_\_\_\_ day of February, 2023.

\_\_\_\_\_  
RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this \_\_\_\_\_ day of February, 2023.

\_\_\_\_\_  
BRUCE CAMPBELL, Mayor

EXHIBIT "A"

JANUARY 31, 2023, WORK ORDER  
OF BRENNAN JONES ENGINEERING ASSOCIATES, LLC



# Work Order

## Brennan Jones Engineering Associates, LLC

7513 Mason Falls Dr., Winston, Georgia 30187  
(p) 770.688.5148 (f) 770.577.0300

|                 |   |               |                        |
|-----------------|---|---------------|------------------------|
| <b>To:</b>      | Mr. Scott Robider., City Manager                                | <b>Date:</b>  | January 31, 2023       |
| <b>Company:</b> | City of Garden City   | <b>From:</b>  | Brennan D. Jones, P.E. |
| <b>Address:</b> | 100 Central Avenue<br>Garden City, GA 31408                     | <b>Copy:</b>  |                        |
| <b>Project:</b> | Clarifier Replacement<br>Garden City WPCP, Garden City, Georgia | <b>Ref. #</b> | 10001.27               |
|                 |   | <b>WO #</b>   | 2023-01                |

### SCOPE OF SERVICES

#### Background Information

Brennan Jones Engineering Associates, LLC (BJEA) has prepared this Work Order (WO) in accordance with our Agreement for Services dated June 3, 2013, as amended.

#### Project Description

The City plans to replace existing clarifier equipment for the two 35-foot diameter secondary clarifiers at the Water Pollution Control Plant (WPCP). The third clarifier (i.e., 50-foot diameter), will remain in service while the 35-foot diameter clarifiers are being replaced. The existing 35-foot diameter clarifier equipment was installed when the WPCP was originally constructed and is approximately 48-years old. The equipment is suffering from continuous failures. Clarifier equipment has a service life of approximately 20-years with proper maintenance. Secondary clarifiers separate biological sludge from treated wastewater. The overflow treated water from the clarifier is the final effluent and the underflow from the clarifier is returned to the aeration basins to support the biological wastewater treatment process. In addition, these clarifiers are used for wasting sludge from the wastewater treatment process to maintain a property mass balance. Secondary clarifiers are essential for proper WPCP operations. Failure of the clarifiers can result in exceedances of the NPDES permit for total suspended solids and BOD<sub>5</sub>, which could result in violations of the NPDES permit and fines being levied by the Georgia EPD.

The project will involve the design, bidding and construction for replacement of the two 35-foot diameter secondary clarifiers. Since the project involves only replacement of existing equipment it is our opinion that GA EPD will need to be informed about the project and only limited permitting will be necessary.

The anticipated budget for the project is in the range of \$650,000 +/-

The following tasks outline the services proposed by BJEa for this project:

#### Task 1 – Design and Permitting:

Design: BJEa will design improvements and prepare construction plans and specifications required for Clarifier replacement at Garden City WPCP. Engineering design of the new facilities will include civil site and piping plans, mechanical plans for the clarifier equipment, and electrical engineering design. BJEa will prepare Contract Documents and Technical Specifications for the project, which will allow for procurement of the project through a public bidding process.

# Work Order

## Brennan Jones Engineering Associates, LLC

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BJEA will use subconsultant Lumsden Engineering, PC for electrical engineering design.

BJEA will submit 75% complete plans to Garden City staff for review and concurrence. Our fee assumes that only one revision of the design plans will be required based on Garden City and regulatory review comments.

Regulatory Plan Approvals: BJEa will submit completed construction plans and specifications for review and information to Georgia Environmental Protection Division. The following items will be provided to EPD:

- Clarifier Replacement Plans and Specifications
- Erosion Sedimentation and Pollution Control Plan (if required)

### **Task 2 – Bidding & Preliminary Construction Phase Services**

BJEA will assist with bidding and preliminary construction phase services including the following activities:

#### **Bid Phase Services**

- Preparation of construction contract documents for bidding
- Provide the advertisement to bid to Owner for local advertisement in paper
- Reproduce and distribute bid documents to plan advertisement companies and bidders
- Conduct pre bid conference
- Interpretation of bid documents and issue addenda as required
- Attend and conduct the bid opening
- Evaluate bids and provide recommendation for contract award

#### **Preliminary Construction Phase Services**

- Preparation of contract documents (Agreement, Performance Bond, Payment Bond, etc.) for execution by City and Contractor
- Conduct Pre-construction Conference

### **Task 3 – Construction Administration and Inspections (Hourly)**

BJEA will assist Garden City with Construction Administration and Inspections on an hourly plus expense basis. Construction Administration and Inspection Services may include but are not limited to the following activities:

- Receive and review submittals
- Provide interpretations of plans and specifications
- Review of contractor payment applications and recommendations for payment to the Owner
- Periodic on-site construction observation and inspections
- Conduct substantial completion inspection and preparation of construction deficiency list
- Conduct final completion inspection
- Witness equipment start-ups and review warranties for equipment
- Provide a recommendation for final acceptance

# Work Order

## Brennan Jones Engineering Associates, LLC

7513 Mason Falls Dr., Winston, Georgia 30187  
(p) 770.688.5148 (f) 770.577.0300

- Preparation of Contract Close-out Documents including Release of Liens and other documents
- Preparation of record as-built drawings
- Following completion of construction, conduct 11-month warranty inspection of project to ensure that all warranty-related issues have been resolved

### **DELIVERABLES**

BJEA will provide deliverables appropriate for the assignment and as agreed to with the client. For this assignment, deliverables will include Construction Plans, Contract Documents and Technical Specifications (i.e., plans and specifications). Construction Plans for the project will be prepared on ANSI size D (22"x34") sheets and Contract Documents and Technical Specifications Manual will be printed and bound ANSI size A (8 ½" x 11") paper.

Two copies of plans and specifications will be submitted to the City for final review and two copies of plans and specifications will be submitted to EPD for review and approval. Following EPD approval two EPD approved bid ready sets of plans and specification will be submitted to the City. BJEa will distribute plans and specifications to general contractors for construction bidding. BJEa will also distribute one electronic copy of plans and specifications to the City on a CD in Adobe Acrobat "pdf" format, for City records and reproduction. In addition to the above, three copies of plans and specifications will be prepared for use by the contractor.

### **SCHEDULE**

Design for the clarifier replacement project will be completed within 45-days following authorization to proceed. Following design completion the project will be advertised from construction and then bids will be received from contractors. We anticipate the advertisement and bid-award phase of the project will require 60-days to complete. Once a contract has been executed with a general contractor, construction will require approximately 9-months to complete due to equipment delivery time requirements.

### **ENGINEERING FEE**

All services will be performed on a Lump Sum (LS) and Hourly basis in accordance with the Fee Schedule below. BJEa will submit a detailed invoice on a monthly basis for services completed during the previous monthly period.

| Task Description   | Fee                 |
|--|---------------------|
| Task 1 – Design and Permitting                                 | \$35,500.00 (LS)    |
| Task 2 – Bidding & Preliminary Construction Phase Services     | \$6,500.00 (LS)     |
| Task 3 – Construction Administration/Inspections (As-Directed) | \$7,500.00 (Hourly) |
| <b>Total</b>   | <b>49,500.00</b>    |

# Work Order

## Brennan Jones Engineering Associates, LLC

7513 Mason Falls Dr., Winston, Georgia 30187  
(p) 770.688.5148 (f) 770.577.0300

If Garden City requires additional services, which are not outlined in the Scope of Services herein, BJEa will provide those services in accordance with the Agreement for Engineering Services 2023 Unit Rate Schedule. A scope and budget for additional services would be prepared and approved by Garden City prior to us performing additional services.

BJEA will invoice the City of Garden City monthly on a percent complete basis as determined by the Engineer.

### **AUTHORIZATION**

The scope of services outlined herein will be performed in accordance with the Terms and Conditions in our Agreement for Engineering Service dated June 3, 2013, as amended. As our authorization, please sign in the space provided below.

**CONSULTANT**  
**BRENNAN JONES ENGINEERING**  
**ASSOCIATES, LLC**

**OWNER**  
**CITY OF GARDEN CITY, GEORGIA**

By



Brennan D. Jones, P.E.

Title

Principal

Date

1/31/23

By

Scott Robider

Title

City Manager

Date

STATE OF GEORGIA           )  
  )  
COUNTY OF CHATHAM       )

## RESOLUTION

WHEREAS, the City has been able to reach an agreement with Konter Development Company on all of the terms and conditions of its sale to said Company of approximately 10.596 acres of property located along the northern side of U.S. Highway 80 just West of Griffin Avenue, in Garden City, Georgia, at 2779 U.S. Highway 80 (Chatham County, Georgia, Tax Parcel Nos. 6-0926-05-016, 6-0926-05-018, 6-0926-05-019, and 6-0926-05-020) for the development of a well-designed, affordable, and high-quality residential community, said agreement being embodied in the sales contract (the "Sales Contract") which is attached hereto as Exhibit "A"; and,

WHEREAS, the Mayor and Council wish to approve the Sales Contract and authorize the City Manager to execute and administer the performance of same on the City's behalf;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of Garden City, Georgia, that the Sales Contract is hereby approved, and that City Manager is hereby authorized to (a) execute same on behalf of the City, (b) execute and deliver any and all documents or agreements reasonably required to consummate the transaction, and ( c ) do and perform any and all further acts and things which the City Manager shall deem necessary or appropriate in his discretion to effectuate the transaction contemplated therein.

ADOPTED BY the Mayor and Council of Garden City, Georgia, this \_\_\_\_ day of February, 2023.

MAYOR AND COUNCIL FOR GARDEN CITY,  
GEORGIA

By: \_\_\_\_\_  
Bruce Campbell, Mayor

Attest: \_\_\_\_\_  
Rhonda Ferrell-Bowles, Clerk of Council



EXHIBIT "A"

**SALES CONTRACT**

THIS SALES CONTRACT (this "**Agreement**") is made this \_\_\_\_ day of February, 2023 (the "**Effective Date**"), by and between **GARDEN CITY, GEORGIA** ("**Seller**"), and **KONTER DEVELOPMENT COMPANY**, a Georgia corporation ("**Purchaser**").

**ARTICLE I -- PROPERTY TO BE CONVEYED**

A. Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, upon the terms and conditions hereinafter set forth, those certain four (4) parcels of land (the "**Land**") in Chatham County, Georgia, containing approximately 10.596 +/- acres located along the northern side of U.S. Highway 80 just West of Griffin Avenue in Garden City, Chatham County, Georgia, having Property Identification Numbers of 6-0926-05-016, 6-0926-05-018, 6-0926-05-019, and 6-0926-05-020, and legal descriptions set forth on the attached **Exhibit A** which is incorporated herein by reference for a more particular description of said Land, together with any improvements on the Land (the "**Improvements**") and any permits, entitlements, capacity reservations, stormwater detention storage rights, land use approvals and density and other allocations with respect to the Land or the use, occupancy or development of the Land (all of the foregoing property is hereinafter collectively referred to as the "**Property**"). Prior to the Hard Date, the legal description attached to the Survey as hereinafter defined shall be attached as **Exhibit A**.

B. The Property shall include all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road, highway or avenue, open or proposed, in front of or adjoining all or any part of the Land, any and all strips, gores or right-of-way, riparian rights and easements, and all right, title and interest of Seller, if any, in and to any award or payment made or to be made (i) for damage to the Property or any part thereof by reason of any change of grade or closing of any street, road, highway or avenue adjoining the Land, and (ii) for any taking in condemnation or eminent domain of any part of the Property.

**ARTICLE II -- PURCHASE PRICE**

The purchase price (the "**Purchase Price**") for the Property shall be ONE MILLION NINE HUNDRED FOUR THOUSAND AND NO/100 DOLLARS (\$1,904,000.00) and subject to all prorations and adjustments provided herein, shall be paid as follows:

A. Within three (3) business days of this Agreement being fully executed, Purchaser shall deliver to Weiner, Shearouse, Weitz, Greenberg & Shawe, LLP, at 14 East State Street, Savannah, Georgia 31401 (the "**Escrow Agent**") the sum of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) (such amount together with all interest earned thereon is hereinafter referred to as the "**Initial Deposit**"), such amount to be deposited into an FDIC insured IOLTA. an interest-bearing account with a national bank whose deposits are insured by the FDIC. If Purchaser does not send the Notice to Proceed (as hereinafter defined) to Seller prior to the Hard Date (as hereinafter defined), the Initial Deposit shall be returned to Purchaser. If Purchaser does send the Notice to Proceed to Seller on or before the Hard Date, Purchaser shall within three (3) business



days of the Hard Date pay to the Escrow Agent an additional Thirty-Five Thousand and No/100 Dollars (\$35,000.00) (such amount, together with all interest earned thereon, is hereinafter referred to as the "**Subsequent Deposit**"), by cashier's check or wire-transfer, which will be deposited in the same interest-bearing account as was deposited the Initial Deposit. The Initial Deposit and the Subsequent Deposit are herein collectively referred to as the "**Deposit**". The Deposit shall be applied toward the Purchase Price due at Closing (as hereinafter defined) if the closing contemplated herein is consummated as herein provided, or shall otherwise be applied as elsewhere provided in this Agreement.

B. The Purchase Price (less the amount of the Deposit, which shall be paid by Escrow Agent to Seller at Closing) shall be paid by Purchaser to Seller at Closing by wire transfer to Seller in immediately available funds, subject to all prorations and adjustments provided herein. On the Closing Date (as hereinafter defined), Seller shall be responsible at its sole cost and expense to pay off in full and have cancelled and satisfied of record all deeds of trust, mortgages and similar instruments affecting the Property.

C. (i) The Escrow Agent joins in the execution of this Agreement for the purpose of acknowledging and agreeing to the provisions of this Article II (C).

(ii) The duties of the Escrow Agent shall be as follows:

(a) During the term of this Agreement, the Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement.

(b) The Escrow Agent shall pay the Deposit in accordance with the joint written instructions of the Seller and Purchaser in any of the following circumstances: (i) if this Agreement shall be terminated by the mutual written agreement of Seller and Purchaser, or (ii) if the Escrow Agent shall be unable to determine at any time to whom the Deposit should be paid, or (iii) if a dispute shall develop between Seller and Purchaser concerning to whom the Deposit should be paid. In the event that such written instructions shall not be received by the Escrow Agent within ten (10) days after the Escrow Agent has served a written request for instructions upon Seller and Purchaser, then the Escrow Agent shall have the right to pay the Deposit into any court of competent jurisdiction and interplead Seller and Purchaser in respect thereof, and thereupon the Escrow Agent shall be discharged of any obligations in connection with this Agreement. Notwithstanding any provision to the contrary, the Deposit shall be immediately returned to Purchaser without any further instruction from Seller and Purchaser if Purchaser does not deliver a Notice to Proceed (as hereinafter defined) to Seller with a copy to Escrow Agent on or before the Hard Date (as hereinafter defined).

(c) If costs or expenses are incurred by the Escrow Agent in its capacity as Escrow Agent because of litigation or a dispute between the Seller and Purchaser arising out of the holding of the Deposit in escrow, Seller and Purchaser shall each pay the Escrow Agent one-half of such reasonable costs and expenses.

(d) By joining herein, the Escrow Agent undertakes only to perform the duties and obligations imposed upon the Escrow Agent under the terms of this Agreement and

expressly does not undertake to perform any of the other covenants, terms and provisions incumbent upon the Seller and the Purchaser hereunder.

(e) Purchaser and Seller hereby agree and acknowledge that the Escrow Agent assumes no liability in connection herewith except for negligence or willful misconduct; that the Escrow Agent shall never be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement; and that in the event of any dispute under this Agreement, the Escrow Agent may seek advice from its own counsel and shall be fully protected in any action taken by it in good faith in accordance with the opinion of its counsel.

(f) All investments by Escrow Agent will be made in the regular course of business. To be entitled to same day investment (assuming good funds are provided), the Deposit must be received by noon; otherwise, such funds will be deposited on the next business day. All investments shall be subject to the rules, regulations, policies and procedures of the bank depository (the "**Depository**") in which such monies are deposited.

(g) Purchaser agrees to provide to Escrow Agent a W-9 so that the Deposit can be invested in an interest-bearing account.

(h) The Deposit may be processed for collection in the normal course of business by Escrow Agent, which may commingle funds received by it with escrow funds of others in its regular escrow account at the Depository. Escrow Agent shall not be accountable for any incidental benefit that may be attributable to the funds so deposited. Escrow Agent shall not be liable for any loss caused by the failure, suspension, bankruptcy or dissolution of the Depository.

- (i) Escrow Agent shall not be liable for loss or damage resulting from:
- (i) any good faith act or forbearance of Escrow Agent;
  - (ii) any default, error, action or omission of any party, other than Escrow Agent;
  - (iii) any defect in the title to any property unless such loss is covered under a policy of title insurance issued by the Escrow Agent;
  - (iv) the expiration of any time limit or other delay which is not solely caused by the failure of Escrow Agent to proceed in its ordinary course of business, and in no event where such time limit is not disclosed in writing to the Escrow Agent;
  - (v) the lack of authenticity of any writing delivered to Escrow Agent or of any signature thereto, or the lack of authority of the signatory to sign such writing;

- (vi) Escrow Agent's compliance with all attachments, writs, orders, judgments, or other legal process issued out of any court;
- (vii) Escrow Agent's assertion or failure to assert any cause of action or defense in any judicial or administrative proceedings; or
- (viii) any loss or damage which arises after the Deposit has been disbursed in accordance with the terms of this Agreement.

(j) Escrow Agent shall be fully indemnified by the parties hereto for all of its expenses, costs, and reasonable attorney's fees incurred in connection with any interpleader action which Escrow Agent may file to resolve any dispute as to the Deposit, or which may be filed against the Escrow Agent, except for in connection with its negligence or willful misconduct.

(k) It is expressly understood and acknowledged by Seller that the Escrow Agent also serves as legal counsel for Purchaser, and that the Escrow Agent shall not be precluded by Seller from representing Purchaser in the event of any dispute between the parties related to this Agreement or the Earnest Money.

(l) If Escrow Agent is made a party to any judicial, non-judicial or administrative action, hearing or process based on acts of any of the other parties hereto and not on the malfeasance and/or negligence of Escrow Agent in performing its duties hereunder, the expenses, costs and reasonable attorney's fees incurred by Escrow Agent in responding to such action, hearing or process shall be paid by the party/parties whose alleged acts are a basis for such proceedings and such party/parties shall indemnify, save and hold Escrow Agent harmless from said expenses, costs and fees so incurred.

### **ARTICLE III -- DELIVERIES BY SELLER**

Seller shall deliver copies of the following (collectively herein referred to as the "***Delivery Items***") to Purchaser within five (5) days after the Effective Date: (i) Seller's existing owner's title insurance policy with respect to the Property; (ii) any and all environmental studies and reports, and, (iii) any and all wetlands reports relating to the Property in Seller's possession, to the extent that such documents are within Seller's possession or control.

### **ARTICLE IV – SELLER'S COVENANTS, REPRESENTATIONS AND WARRANTIES**

Seller hereby represents and warrants to and covenants with Purchaser as follows, each of which (i) shall survive the Closing and the consummation of the transaction contemplated herein for a period of one (1) year; (ii) is material and being relied upon by Purchaser; (iii) is true in all respects as of the date hereof; and (iv) shall be true in all respects on the Closing Date:

A. Seller is the owner of the Property and has the right, power and authority to enter into this Agreement and to consummate the transaction contemplated herein in accordance with the terms and conditions hereof.

B. The conveyance of the Property to Purchaser pursuant to this Agreement will not be a violation by Seller of any applicable statute, ordinance, governmental restriction, or regulation, or any private restriction or agreement.

C. No special assessments have been levied or are threatened or pending against all or any part of the Property and Seller has no knowledge of any intended assessments.

D. There are no oral or written tenant occupancy leases or rental agreements in force with respect to the Property and no person has any right of possession to the Property or any part thereof.

E. Seller has not entered into or undertaken any written or oral commitments, agreements or obligations of any kind affecting the Property, which are in force and effect.

F. There is no litigation pending or threatened which does or will affect the Property.

G. There are no actions or proceedings pending or threatened against Seller before any court or administrative agency which do or will affect the Property.

H. Seller warrants that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate as such terms are defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

I. To the best of Seller's knowledge, no areas on the Property exist where Hazardous Substances or Waste have been generated, disposed of, released or found in violation of applicable laws and Seller has no knowledge of the existence of any areas for the storage or disposal of any Hazardous Substance or Waste on the Property in violation of applicable laws. Seller has received no written notice that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances or regulations affecting the Property, and Seller has no knowledge of any such violations. In the event Seller receives notice of any such Hazardous Substances or Waste on the Property or any such violations affecting the Property prior to the Closing, Seller shall promptly notify Purchaser thereof. "**Hazardous Substances or Waste**" means petroleum (including gasoline, crude oil or any crude oil fraction), waste, trash, garbage, industrial bi-product, and chemical or hazardous substance of any nature, including, without limitation, radioactive materials, PCB's, asbestos, pesticides, herbicides, pesticide or herbicide containers, untreated sewage, industrial processed sludge and any other substance identified as a hazardous substance or waste, toxic substance or waste, pollutant or contaminant in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (commonly known as "**CERCLA**") as amended, the Superfund Amendment and Reauthorization Act (commonly known as "**SARA**"), the Resource Conservation and Recovery Act (commonly known as "**RCRA**"), or any other federal, state, county or city legislation or ordinances applicable to the Property.



J. To the best of Seller's knowledge, (i) the Property has never been used as a landfill for garbage or refuse, dump, stump pit, or cemetery and (ii) no fill was used in leveling, raising, grading or constructing the Property, or if fill was used, it was suitable fill that was placed, compacted and graded in accordance with proper engineering and architectural standards, and free of organic debris, waste construction debris, and other deleterious materials.

K. To the best of Seller's knowledge, Seller has complied with all existing laws, ordinances, rules and regulations, including, without limitation, those relating to zoning, land-use, building, fire, health, labor and safety, of any government or agency, body or subdivision thereof bearing on the ownership, construction, use or operation of the Property.

L. Prior to the Closing, Seller will not further encumber, or transfer any right, title or interest in and to the Property.

M. Seller (i) will not engage in any new activity after the date of this Agreement that would violate or breach any zoning ordinance nor permit any waste or nuisance; (ii) will promptly advise Purchaser of any litigation, arbitration, or administrative hearing before any governmental agency concerning or affecting the Property arising or threatened after the date hereof, if known by Seller; and (iii) will not construct any improvements on the Property.

N. There are no brokers', finders' or referral fees or any real estate commissions payable by Seller to any broker, agent or other party in connection with the negotiation or execution of this Agreement or Seller's sale of the Property.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER AND SELLER'S AGENTS ARE NOT MAKING, AND SPECIFICALLY DISCLAIM, ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AND REPRESENTATIONS AS TO THE CONDITION OF THE PROPERTY, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE LIMITED OR SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, AVAILABILITY OF UTILITIES AND GOVERNMENTAL APPROVALS. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND INSPECTIONS OF THE PROPERTY AND SHALL ASSUME THE RISK THAT ADVERSE MATTERS MAY NOT BE REVEALED BY PURCHASER'S INSPECTIONS. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY IN ITS "AS IS" CONDITION AND "WITH ALL FAULTS." WITH RESPECT TO ANY DOCUMENTS, REPORTS AND MATERIALS (COLLECTIVELY, "**MATERIALS**") DELIVERED TO PURCHASER BY OR ON BEHALF OF SELLER TO FACILITATE PURCHASER'S EXAMINATION OF THE PROPERTY TO DETERMINE ITS FEASIBILITY FOR PURCHASER'S INTENDED USE OR ITS SUITABILITY AS AN INVESTMENT FOR PURCHASER, INCLUDING, WITHOUT LIMITATION, ANY MATERIALS DELIVERED TO PURCHASER PRIOR TO THE EFFECTIVE DATE, NO REPRESENTATION OR WARRANTY OF ANY KIND HAS BEEN MADE WITH RESPECT TO SUCH MATERIALS, AND PURCHASER HEREBY EXPRESSLY

ACKNOWLEDGES AND AGREES, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THAT SELLER AND SELLER'S AGENTS HAVE MADE NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, QUALITY, INCLUSIVENESS OR COMPLETENESS OF ANY SUCH MATERIALS. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN. FURTHER, PURCHASER ACKNOWLEDGES THAT SELLER AND SELLER'S AGENTS ARE NOT MAKING ANY REPRESENTATIONS OR WARRANTIES REGARDING ACREAGE OF THE PROPERTY AND THAT THE SALE OF THE PROPERTY CONTEMPLATED HEREBY IS IN GROSS AND NOT PER ACRE.

## **ARTICLE V – PURCHASER'S COVENANTS, REPRESENTATIONS AND WARRANTIES**

Purchaser hereby represents and warrants to and covenants with Seller as follows, each of which (i) shall survive the Closing and the consummation of the transaction contemplated herein for a period of one (1) year; (ii) is material and being relied upon by Seller; (iii) is true in all respects as of the date hereof; and (iv) shall be true in all respects on the Closing Date:

A. Purchaser is a corporation organized and existing under the laws of the State of Georgia and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. Neither the execution or delivery of this Agreement nor the performance of Purchaser's obligations under this Agreement violates, or will violate, its charter, bylaws, or any material contract, agreement or instrument to which Purchaser is a party or by which Purchaser is bound or result in or constitute a violation or breach of any judgment, writ, order, injunction or decree issued against Purchaser. There are no actions, suits, claims or other proceedings pending, or, to the best of Purchaser's knowledge, contemplated or threatened against the Purchaser that could materially affect Purchaser's ability to perform its obligations as and when required under the terms of this Agreement. No consent of any third party or governmental agency or authority is required for the execution of this Agreement by Purchaser or the consummation of the transactions contemplated herein.

B. There are no brokers', finders' or referral fees or any real estate commissions payable by Purchaser to any broker, agent or other party in connection with the negotiation or execution of this Agreement or Purchaser's purchase of the Property. Purchaser shall defend, indemnify, and hold harmless Seller from and against any and all liability, loss, cost, damage and expense (including but not limited to attorneys' fees and costs of litigation reasonably and actually incurred) Seller shall suffer or incur because of any claim by any broker or agent claiming by, through or under Purchaser for any fee, commission or other compensation with respect to the transaction described herein. This paragraph shall survive the Closing and the termination of this Agreement for any reason.

C. Purchaser (which for this purpose includes Purchaser's partners, members, managers, principal stockholders and any other constituent entities and affiliates) represents and warrants that it is not (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("**OFAC**"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. app. § 5; the International Emergency Economic Powers Act, 50 U.S.C. §§



1701-06; the Patriot Act, Public Law 107-56; Executive Order No. 13224 entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism" (September 24, 2001); or any executive order of the President issued pursuant to such statutes; or (iii) a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224) or other governmental action. Purchaser further represents and warrants that it is currently in compliance with and will at all times during the term of this Agreement remain in compliance with the regulations of OFAC and any statute, executive order, or other governmental action relating thereto. Further, Purchaser represents and warrants that Purchaser's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder. Purchaser further covenants and agrees to promptly deliver to Seller such reasonable documentation that Seller may request in order to confirm the accuracy of the representations and warranties made in this paragraph.

D. Purchaser hereby covenants with Seller that Purchaser shall indemnify, protect, defend and hold Seller harmless from and against any obligation, liability, claim (including any claim for damage to property or injury to or death of any persons), lien or encumbrance, loss, damage, cost or expense, including reasonable attorneys' fees actually incurred, in any way caused by the inspections or examinations of the Property by Purchaser or its agents or contractors. The foregoing indemnification shall survive the Closing or the termination of this Agreement for any reason.

#### ARTICLE VI -- ITEMS TO BE DELIVERED BY SELLER AT CLOSING

At Closing, Seller agrees to deliver the following items to Purchaser. Drafts of the documents specified in this Article VI shall be prepared by Purchaser's counsel and submitted to Seller's counsel for review and approval prior to the Closing Date with such approval not to be unreasonably withheld:

A. A duly executed limited warranty deed in recordable form (the "**Deed**"), using the legal description obtained from the Survey (as hereinafter defined), of the type customarily used for commercial real estate transactions in the State of Georgia, conveying to Purchaser fee simple title to the Property subject only to (i) the lien for ad valorem taxes not yet due and payable, if applicable; and (ii) those exceptions to title not objected to or waived pursuant to Article VIII hereof (collectively, the "**Permitted Exceptions**").

B. A Certificate executed by Seller representing that all warranties and representations made by Seller in this Agreement are true and correct as of the Closing.

C. A Certificate that Seller is not a foreign person or entity as defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations.

D. An Assignment of all storm water and sanitary sewer reservations and capacity with respect to the Property.

E. A Closing Statement evidencing the prorations between Seller and Purchaser and disbursements made in connection with this transaction.

F. Such affidavits, lien waivers and other evidence as may reasonably be required by the Title Company, including, without limitation, a title affidavit in the form customarily utilized in Georgia commercial real estate transactions, so as to enable the Title Company to furnish Purchaser with a title insurance policy without exception for mechanics' and materialmen's liens and broker's liens.

G. A development agreement ("***Development Agreement***") prepared by Purchaser, approved by the Seller, and executed by both parties prior to the Hard Date, setting forth the Purchaser's intended future use of the Property as hereinafter defined in Article XII(A) and detailing any other agreements with the Seller relating to the use and development of the Property. Upon execution, the Development Agreement shall be sent to and held by the Escrow Agent until Closing. If the parties cannot agree upon the terms and provisions of a Development Agreement prior to the Hard Date, then this Agreement shall automatically terminate effective as of the Hard Date, whereupon the Deposit shall be returned to Purchaser, this Agreement shall become null and void, and neither party shall have any further rights or obligations (except for those that expressly survive termination hereof).

H. Any other items or documents required to be delivered pursuant to this Agreement or deemed reasonably necessary or appropriate by Purchaser's and Seller's counsel in connection with this transaction.

## **ARTICLE VII -- ITEMS TO BE DELIVERED BY PURCHASER AT CLOSING**

At Closing, Purchaser agrees to deliver the following items to Seller:

- A. The Purchase Price in the manner specified in Article II hereof.
- B. A Closing Statement evidencing the prorations between Seller and Purchaser and disbursements made in connection with this transaction.
- C. The Development Agreement.
- D. Any other items and documents required to be delivered pursuant to this Agreement or deemed reasonably necessary or appropriate by Purchaser's and Seller's counsel in connection with this transaction.

## **ARTICLE VIII -- TITLE AND SURVEY**

The obligation of Purchaser to consummate its purchase of the Property shall be subject to Purchaser's being able to acquire title to the Property subject only to those matters approved by Purchaser in accordance with this Article VIII.

An accurate survey of the Property will be prepared by a licensed Georgia surveyor (the "Survey") with the firm of a Hussey Gay Bell, Consulting Engineers. Purchaser shall establish the cost of the survey and be responsible for ordering such survey of the Property. Seller shall be responsible for delivery the survey to Purchaser on or before the forty-fifth (45th) day of the Effective Date. The survey shall be at Seller's sole cost and expense. In the event Purchaser has to advance any funds to initiate the survey process, then Seller will reimburse Purchaser upon receipt of invoice. On or before the sixtieth (60<sup>th</sup>) day of the Effective Date (the "Title and Survey Objection Date"), Purchaser shall advise Seller with its notice of title objections delivered pursuant to Article VII (B) hereof, of any objections as to matters shown on the survey.

B. On or before the Title and Survey Objection Date, Purchaser shall, at Purchaser's expense, obtain and review an owner's title insurance commitment (the "**Commitment**") from its title insurance company (in this capacity, the "**Title Company**") together with legible copies of all matters referred to therein as exceptions to title, and Purchaser shall deliver to Seller a statement of any objections to Seller's title to the Property and any objections as to matters disclosed by the Survey. In the event Purchaser gives Seller notice of any title objections of any objections as to matters shown on the Survey prior to the Title and Survey Objection Date, Seller may elect to remove same prior to or in connection with Closing, or to inform Purchaser that Seller is unable or unwilling to remove same. Seller shall notify Purchaser of Seller's election within ten (10) days after receipt of Purchaser's notice of any title or survey objections ("**Seller's Title Response Period**"). If Seller fails to give Purchaser notice of Seller's election on or before the last day of the Seller's Title Response Period, Seller shall be deemed to have elected not to cure any of the title or survey objections. If Seller is unable or unwilling to cure any title or survey objection prior to or in connection with Closing, then, at Purchaser's option, Purchaser may either (i) waive such matter and take title to the Property subject to such matter without compensation or any reduction in the Purchase Price and without any warranty by or recourse against Seller (and such matter shall thereafter constitute a Permitted Title Exception), or (ii) terminate this Agreement, whereupon Escrow Agent shall pay over the Earnest Money to Purchaser, and neither Seller nor Purchaser shall thereafter have any obligation to the other under this Agreement, except for liabilities and obligations accrued prior to the termination (which shall survive termination of this Agreement) and except for obligations under any provisions of this Agreement that survive termination of this Agreement by their terms. Purchaser shall give Seller notice of its election within five (5) days after the last day of the Seller's Title Response Period. If Purchaser fails to give Seller such Notice within five (5) days after the last day of the Seller's Title Response Period, Purchaser shall be deemed to have elected to proceed to Closing under clause (i) above.

C. Purchaser shall have the right to have its title examination and Survey updated until the Closing Date, and if any such update discloses any new title exceptions or survey matters as to which Purchaser has an objection and which were not of record as of the date of the Commitment, as to title matters, or which were not shown on the Survey, as to survey matters (any such new matter being referred to as a "**new objection**"), Purchaser shall deliver to Seller a statement of any such new objections and Seller shall have until the Closing Date to cure all such new objections. In the event that Seller fails to cure such new objections on or before the Closing Date (i) Purchaser may terminate this Agreement by written notice to Seller given on or before the Closing Date, whereupon Purchaser shall receive a full refund of the Deposit, and thereafter this Agreement shall be null and void and of no further force or effect, and neither Purchaser nor Seller shall have any further rights, duties, liabilities or obligations to the other by reason hereof except for the

Inspection Indemnity; or (ii) Purchaser may cure such new objections created or suffered by Seller and deduct the reasonable cost thereof from the Purchase Price otherwise payable by Purchaser at Closing; or (iii) Purchaser may waive such new objections and consummate the transaction contemplated herein without reduction of the Purchase Price.

D. Notwithstanding anything to the contrary contained in this Agreement, no later than the Closing, Seller will pay off and have cancelled of record all mortgages and other monetary encumbrances and liens affecting the Property.

## **ARTICLE IX -- TIME AND PLACE OF CLOSING, CLOSING COSTS AND POSSESSION**

A. The consummation of the transaction contemplated herein shall take place through an escrow closing conducted by the Escrow Agent, commencing at 10:00 A.M., EST, on the first business day which is forty-five (45) days after the Hard Date (provided that Purchaser has sent the Notice to Proceed), subject to the satisfaction of the conditions precedent set forth in Sections C, D, E, and F, of Article XII. Provided, however, Purchaser reserves the right to extend the Closing Date by the exercise of four (4) unilateral extensions of three (3) months each upon notice to Seller in accordance with Article XV for the sole purpose of satisfying the above-mentioned conditions precedent which have not been satisfied prior to the initial Closing Date. The consummation of the transaction contemplated herein and the day such occurs are referred to in this Agreement as the "**Closing**" and the "**Closing Date**." The Closing shall be conducted without requiring either party to be personally in attendance at Closing. Seller and Purchaser each agrees to provide to the Escrow Agent all documents and instruments required of it respectively hereunder, and Purchaser agrees to provide the Escrow Agent with the amount of the Purchase Price plus the amount of all disbursements to be made for the account of Purchaser hereunder and the net amount of the prorations, all sufficiently in time to allow the Escrow Agent to conduct the Closing on the Closing Date.

B. At Closing, Seller shall pay (i) all costs, if any, pertaining to the payoff and release of any existing liens or encumbrances on the Property and the removal of any title exceptions; (ii) any applicable grantor, transfer and recordation taxes; (iii) any applicable sales or use tax; (iv) the cost of the Survey; and, (iv) Seller's attorneys' fees. At Closing, Purchaser shall pay (i) all costs of due diligence (except the cost of the Survey which Seller shall pay); (ii) all costs of securing financing for the purchase of the Property; (iii) the costs for the examination of title and issuance of a title policy and any endorsements thereto; (iv) the recording fees in connection with the recording of the Deed and transfer of title to the Property; and (v) Purchaser's attorneys' fees.

C. Possession of the Property shall be given by Seller to Purchaser at Closing.

D. For ease of Seller and Purchaser in determining time periods applicable under this Agreement, the following dates are agreeable between the parties. For purposes of calculation, the Effective Date counts as a day:

Effective Date: February 7, 2023.



Initial Deposit--3 days of the Effective Date: February 10, 2023.

Delivery of Survey--45 days of the Effective Date: March 24, 2023.

Title and Survey Objection Date--60 days of the Effective Date: April 10, 2023.

Hard Date--60 days of Effective Date: April 10, 2023.

Initial Closing Date--first Business Day after expiration of 45 days of the Hard Date: May 25, 2023.

First Extension Notice of Agreement and Closing Date --first Business Day after expiration of 90 days of the Closing Date (August 23, 2023), or 15 days after the satisfaction of the Conditions Precedent set forth in Sections C, D, E, and F, of Article XII, within the period of the First Extension, whichever is later.

Second Extension Notice of Agreement and Closing Date--first Business Day after expiration of 90 days of the First Extension (November 21, 2023), or 15 days after the satisfaction of the Conditions Precedent set forth in Sections C, D, E, and F, of Article XII, within the period of the Second Extension, whichever is later.

Third Extension Notice of Agreement and Closing Date--first Business Day after expiration of 90 days of the Second Extension (February 19, 2024), or 15 days after the satisfaction of the Conditions Precedent set forth in Sections C, D, E, and F, of Article XII, within the period of the Third Extension, whichever is later.

Fourth Extension Notice of Agreement and Closing Date--first Business Day after expiration of 90 days of the Third Extension (May 19, 2024), or 15 days after the satisfaction of the Conditions Precedent set forth in Sections C, D, E, and F, of Article XII, within the period of the Fourth Extension, whichever is later.

## **ARTICLE X -- PRORATIONS**

If not exempt from ad valorem taxation, ad valorem taxes with respect to the Property shall be prorated at the Closing based upon the most recent ad valorem property tax bill available. If on the Closing Date any real or personal property tax bill is not available for the then current year, such real and/or personal property taxes shall be prorated based upon the tax bills for the next preceding year, but such taxes shall be re-prorated as soon as the tax bills for the current year are available. This Article X shall survive the Closing of the transaction contemplated herein.

## **ARTICLE XI – SELLER’S CONDITIONS PRECEDENT**

In addition to any other conditions expressly set forth in this Agreement to Seller’s obligations hereunder, Seller’s obligations hereunder are conditioned upon the satisfaction of each

of the following conditions (any of which may be waived by Seller upon giving Notice of such waiver to Purchaser):

A. Purchaser's warranties and representations hereunder being true and accurate in all material respects on both the Effective Date and the Closing Date, and all of Purchaser's covenants and obligations hereunder being fully performed on the Closing Date; and,

B. Purchaser's timely performance of and compliance in all material respects with each and every term, condition, agreement, restriction, and obligation to be performed and complied with by Purchaser under this Agreement.

## ARTICLE XII -- PURCHASER'S CONDITIONS PRECEDENT

Purchaser shall not be required to purchase the Property unless the following conditions precedent have been satisfied:

A. On or before the first business day which is sixty (60) days after the Effective Date (the "**Hard Date**"), Purchaser may, but shall have no obligation to, obtain soil borings, engineering reports, topographical surveys, and evidence of availability of water, sanitary sewer, telephone, natural gas, and electrical utilities all in sufficient capacities so as to permit the development of the Property consistent with Purchaser's intended use of designing, permitting, and constructing a residential apartment community consisting of apartment homes composed of one-bedroom town homes, two-bedroom town homes, three-bedroom town homes, as well as single car garages, storage units, and amenities consisting of a clubhouse, swimming pool, playground/picnic area, and car wash (the "**Intended Use**"), which is subject to change due to market conditions, and confirmation from Purchaser's engineers that the topography, environmental, soil and subsurface conditions of the Property are suitable for such development without Purchaser's incurring site work costs which are, in Purchaser's estimation, unreasonably high. Purchaser shall determine on or before the Hard Date, in its sole discretion for any reason, whether or not the condition of the Property is satisfactory. If Purchaser determines that the Property is satisfactory as to the above conditions precedent, Purchaser shall, on or before the Hard Date, send a notice (the "**Notice to Proceed**") to Seller and Escrow Agent that the Property is satisfactory and this condition precedent has been satisfied. If the foregoing investigations are delayed due to items that are beyond the Purchaser's reasonable control, the Purchaser shall have the right to submit a request to the Seller to postpone the Hard Date by the amount of time necessary to complete the foregoing investigations, which approval shall not be unreasonably withheld by the Seller. If, in its sole discretion, Purchaser does not send the Notice to Proceed on or before the Hard Date to Seller and Escrow Agent, or if on or before the Hard Date Purchaser sends a notice to Seller and the Escrow Agent that Purchaser will not be sending the Notice to Proceed and Purchaser is terminating this Agreement, this conditions precedent shall have failed and Purchaser shall receive a prompt refund of so much of the Deposit as is then held by Escrow Agent, and thereafter this Agreement shall terminate and be null and void and of no further force and effect, and neither Purchaser nor Seller shall have any further rights, duties, liabilities or obligations to the other by reason hereof except for the Inspection Indemnity. Concurrently with the execution of this Agreement, Purchaser has paid to Seller One Hundred and 00/100 Dollars (\$100.00) as independent consideration for Seller's entering into this Agreement.



B. Upon expiration of the Hard Date set forth above, Purchaser reserves the right to extend the Closing Date for the sole purpose of satisfying only those matters set forth under Sections C, D, E, and F, of Article XII, by the exercise of four (4) unilateral extensions of three (3) months each of the Closing Date upon notice to Seller in accordance with Article XV. If the conditions precedent under Sections C, D, E and F, are satisfied during the extension periods of the Closing Date, then Purchaser shall send a notice (the "Notice to Close") to Seller and Escrow Agent that the conditions precedent have been satisfied and the Purchaser will proceed to close the purchase on the later of the Closing Date, as extended, or fifteen (15) days after the date of the Notice to Close. If the conditions precedent under Sections C, D, E, and F, of Article XII, are not satisfied on or before the expiration of the final extension period of the Closing Date and the Purchaser has not sent written notice to Seller prior to the date of expiration that it will waive the satisfaction of the conditions precedent and close on the later of the Closing Date, as extended, or fifteen (15) days after the date of such waiver notice (the "Waiver Notice"), Purchaser shall receive a prompt refund of so much of the Deposit as is then held by the Escrow Agent, and thereafter this Agreement shall terminate and be null and void of no further force and effect, and neither Purchaser nor Seller shall have any further rights, duties, liabilities or obligations to the other by reason hereof except for those rights, duties, liabilities or obligations which survive such termination as expressly provided herein.

C. It shall be a condition precedent to Purchaser's obligation to close and consummate the transaction contemplated herein that Purchaser obtain a jurisdictional determination of all wetland areas on the Land from the United States Army Corps of Engineers, and obtain any necessary wetland impact permits (if required) for the developable areas as currently understood.

D. As of the Closing Date, the representations and warranties made by Seller to Purchaser as of the Effective Date shall be true, accurate and correct in all respects as if specifically remade on the Closing Date.

E. It shall be a condition precedent to Purchaser's obligation to close and consummate the transaction contemplated herein that Seller and any other permitting authorities having jurisdiction over the Property shall have approved in writing the final site plan of the proposed development, which shall be prepared at the sole expense of the Purchaser, and Seller shall have provided to Purchaser a copy of the written approval regarding the final site plan.

F. It shall be a condition precedent to Purchaser's obligation to close and consummate the transaction contemplated herein that Purchaser shall have obtained all approvals necessary for the issuance of all permits including but not limited to a land disturbance permit, utility permits, and building permits.

### **ARTICLE XIII – RISK OF LOSS/CONDEMNATION**

All risk of loss with respect to the Property shall remain Seller's until Closing. If prior to the Closing (a) any part of the Property is taken by condemnation or eminent domain or there is a bona fide threat thereof, or (b) there is any taking of land lying in the bed of any street, road,

highway or avenue, open or proposed, in front of or adjoining all or any part of the Land, or (c) there is any change of grade of any such street, road, highway or avenue, then Purchaser may, at its option, terminate this Agreement, in which event the Deposit shall be returned to Purchaser and thereupon this Agreement shall be null and void and of no further force or effect, and neither Purchaser nor Seller shall have any further rights, duties, liabilities and obligations to the other by reason thereof, except for those matters that specifically survive termination of the Agreement. If this Agreement is not terminated, Purchaser shall accept title to the Property subject to the taking or change of grade, in which event at the Closing the proceeds of the award or payment shall be assigned by Seller to Purchaser and any moneys theretofore received by Seller in connection with such taking or change in grade shall be paid over to Purchaser.

#### ARTICLE XIV -- REMEDIES

A. Default by Purchaser. Seller's only remedy for Purchaser's default in consummating this transaction contemplated in this Agreement shall be to obtain the Deposit from Escrow Agent, the amount of which shall be and constitute Seller's liquidated damages, it being otherwise difficult or impossible to estimate Seller's actual damages. Seller hereby waives any right to specific performance, injunctive relief or other relief to cause Purchaser to perform its obligations under this Agreement, and Seller hereby waives any right to damages in excess of said liquidated damages occasioned by Purchaser's default under this Agreement. Seller and Purchaser acknowledge that it is impossible to estimate the actual damages Seller would suffer because of Purchaser's default, but that the liquidated damages provided herein represent a reasonable pre-estimate of such actual damages and Seller and Purchaser therefore intend to provide for liquidated damages as herein provided, and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable, all in accordance with applicable Georgia law. This Article XIV (A) shall have no application respecting the Inspection Indemnity (as hereinafter defined) or Purchaser's indemnification obligations contained in Article XVII hereof.

B. Default by Seller. If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, Purchaser, as its sole and exclusive remedies, may either (i) terminate this Agreement, in which case (x) Purchaser shall receive a refund of the Earnest Money and (y) Seller shall reimburse Purchaser for any costs and expenses actually incurred by Purchaser in connection with this transaction, not to exceed \$50,000.00, and neither party shall have any further rights or obligations hereunder except for liabilities and obligations accrued prior to the termination (which shall survive termination of this Agreement) and except for obligations under any provisions of this Agreement that survive termination of this Agreement by their terms, or (ii) initiate and prosecute an action for the specific performance by Seller of its obligations under this Agreement.

#### ARTICLE XV -- NOTICES

All notices, demands, consents, approvals and other communications which are required or desired to be given by either party to the other hereunder shall be in writing and shall be either hand-delivered or sent by FedEx or other similar overnight delivery service, charges prepaid, addressed to the appropriate party at its address set forth below, or at such other address as such

party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when hand-delivered or within one (1) business day of delivering to FedEx or similar overnight courier service and shall be effective if executed by and sent by and to the parties' counsel.

To Seller:

Garden City City Hall  
100 Central Avenue  
Garden City, Georgia 31405  
Attention: Mr. C. Scot Robider, City Manager

With a copy to:

James P. Gerard, Esq.  
Oliver Maner LLP  
218 West State Street  
Savannah, Georgia 31401

To Purchaser:

Jerome S. Konter  
Konter Development Company, Inc.  
22 Commerce Place  
Savannah, Georgia 31406

With a copy to:

Stephen F. Greenberg, Esq.  
Weiner, Shearouse, Weitz, Greenberg, & Shawe LLP  
14 East State Street  
Savannah, Georgia 31401

To Escrow Agent:

Weiner, Shearouse, Weitz, Greenberg, & Shawe LLP  
14 East State Street  
Savannah, Georgia 31401  
Attention: \_\_\_\_\_

#### **ARTICLE XVI -- ACCESS**

Purchaser and its agents and representatives shall have the right to enter upon the Property at any reasonable time prior to the Closing Date for any lawful purpose including, without limitation, verifications of information, investigations, tests, and studies, and during such period Seller shall furnish to Purchaser all information concerning the Property that Purchaser may

reasonably request. Purchaser hereby agrees to indemnify, defend and hold Seller harmless from any damage to persons or property and repair any damage occasioned by Purchaser's and its employees', agents', contractors' and representatives' actions on the Property pursuant to this Article XVI, including without limitation attorneys' fees and costs. The indemnity set forth in the previous sentence is herein referred to as the "*Inspection Indemnity*" which shall survive the Closing and any termination of this Agreement.

#### **ARTICLE XVII -- BROKERS**

Seller and Purchaser each hereby warrants to the other that the warranting party has not dealt with any real estate agent or broker in connection with the transaction contemplated in this Agreement. In the event any claim(s) for real estate commissions, fees or compensation arise in connection with this Agreement and the transaction contemplated herein, Purchaser and Seller further covenant and agree that the party so incurring or causing such claim(s) shall indemnify, defend and hold harmless the other party from any loss, claim or damage which the other party suffers because of said claim(s). This Article XVII shall survive the Closing of the transaction contemplated herein or any termination of this Agreement.

#### **ARTICLE XVIII – CONFIDENTIALITY**

To the extent permitted by State law, Purchaser and Seller shall hold as confidential all information disclosed in connection with the transaction contemplated hereby and concerning each other, and this Agreement, and shall not release or disclose any such information to third parties in any manner, media or forum with the prior written consent of the other party hereto, except (a) any information which was previously or is hereafter publicly disclosed (other than in violation of this Agreement), (b) information made available by a party to such parties' partners, advisers, underwriters, analysts, employees, affiliates, officers, directors, consultants, leaders (prospective or current), accountants, legal counsel, or other advisors of any of the foregoing, provided that with respect to any disclosure by Purchaser, any such party to whom information is made available as referenced in this subsection (b) is advised as to the confidential nature of such information and is instructed to maintain such confidentiality, and (c) as necessary to comply with any law, rule or regulation, including applicable securities regulations. The foregoing shall constitute a modification of any prior confidentiality agreement that may have been entered into by the parties. Neither Seller nor Buyer shall make any public statement or issue any press release (print, broadcast or otherwise) with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other party. The restrictions in this Article XVIII shall survive a termination of this Agreement.

#### **ARTICLE XXIV -- MISCELLANEOUS**

A. Release. Upon the Closing, Purchaser shall assume the risk that adverse matters may not have been revealed by its investigations, and, upon the Closing, Purchaser shall be deemed to have waived, relinquished and released Seller from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown,



which Purchaser might have asserted or alleged against Seller at any time by reason of or arising out of physical conditions, violations of any applicable federal, state or local laws, rules or regulations, and any and all other acts, omissions, events, circumstances or matters regarding the Property, except for any claims Purchaser may have against Seller for the breach of any representation or warranty made by Seller under and pursuant to this Agreement or the default by Seller in the performance of any of its obligations under this Agreement. This Article XVIII (A) shall survive termination of this Agreement.

B. Severability. If any one or more of the provisions contained in this Agreement (except the provisions relating to Seller's obligations to convey the Property and Purchaser's obligation to pay the Purchase Price, the invalidity of either of which shall cause this Agreement to be null and void) are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein; provided, however, that the parties hereto shall endeavor in good faith to rewrite the affected provision to make it (i) valid, and (ii) consistent with the intent of the original provision.

C. Limitation of Liability. No officer, director, shareholder, manager, member, official, employee, or agent of Purchaser or Seller shall have any personal liability with respect to this Agreement whatsoever.

D. Successors and Assigns. The provisions of this Agreement shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns.

E. Assignment. Purchaser shall have the right to assign this Agreement to an affiliate of Purchaser without the prior written consent of Seller. Otherwise, this Agreement may not be assigned by Purchaser, in whole or in part, without the prior consent of Seller, and any such assignment without the consent of Seller shall be null and void and of no force or effect. If this Agreement is assigned, Purchaser shall give prompt written notice and a copy of such assignment to Seller and thereafter any reference in this Agreement to Purchaser shall be deemed to refer to such assignee or assignees. No assignment shall relieve Purchaser of liability for the performance of Purchaser's duties and obligations under this Agreement.

F. Survival. The provisions of this Agreement shall survive the Closing and the delivery of the Deed to the extent provided in this Agreement.

G. Governing Law. Irrespective of the place of execution or performance, this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

H. No Recordation. Neither this Agreement nor any memorandum of the terms hereof shall be recorded or otherwise placed of public record by either party.

I. Number and Gender. All terms and words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.



J. Time is of the Essence. Time is of the essence with respect to this Agreement and all matters set forth herein.

K. Business Days. In the event that the last day for performance of any matter under this Agreement falls on a Saturday, Sunday or legal holiday, the time for performance automatically shall be extended to the next business day.

L. Attorneys' Fees. In the event of any litigation between Seller and Purchaser concerning the subject matter of this Agreement, the prevailing party shall be paid by the non-prevailing party all its costs and expenses, including, without limitation, actual attorneys' fees incurred incident to such litigation.

M. Counterparts. This Agreement may be executed in multiple counterparts and shall be deemed to have become effective when and only when one or more of such counterparts has been signed by or on behalf of each of Seller and Purchaser and delivered to the other party (although it shall not be necessary that any single counterpart be signed by or on behalf of both parties hereto, and all such counterparts shall be deemed to constitute one and the same instrument). Furthermore, the parties agree that (i) this Agreement may be transmitted between them by facsimile transmission or email, (ii) that signature pages to this Agreement may be transmitted between them by facsimile transmission or email, (iii) that facsimile or PDF signatures sent by email shall have the effect of original signatures, and (iv) that a faxed or emailed Agreement containing the signatures (original, faxed or emailed) of all the parties hereto shall be binding on a party when the signature page of such party is transmitted to the other party hereto accompanied by instructions to insert same into a complete original of this Agreement.

N. Captions. The captions of this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Agreement or any term hereof.

O. No Waiver. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

P. No Joint Venture. This Agreement does not and shall not be construed to create a partnership, joint venture, or any other relationship between the parties hereto except the relationship of seller and buyer specifically established hereby.

Q. Force Majeure. In case by reason of force majeure either Party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or caused relied on the obligations of the Part giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof but for no longer period, and such Party shall endeavor to remove or overcome such inability which all reasonable dispatch. The term "force Majeure" as employed herein shall mean: (1) acts of God, strikes lockouts or

other industrial disturbances; (2) acts of the public enemy, orders of any kind of the Government of the United States, or of the state; (3) any civil or military emergency state insurrections, riots, epidemics, landslides, lighting, earthquakes, fire, hurricanes, storm, floods, washouts, droughts, arrest, restraining of government and people civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or any similar events; or (4) epidemic, pandemic or similar influenza or infection that may cause global outbreak, or pandemic or serious illness.

R. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and cannot be changed or modified other than by a written agreement executed by both parties. This Agreement supersedes all previous agreements and understandings between the parties hereto with respect to the subject matter hereof.

*[Signatures Commence on Next Page]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed, sealed, and delivered as of the Effective Date.

**SELLER:**

**Garden City, Georgia**

By: \_\_\_\_\_ (SEAL)

Name: Bruce Campbell

Title: Mayor

**PURCHASER:**

**Konter Development Company, Inc.**

a Georgia corporation

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

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

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

*[CORPORATE SEAL]*

Weiner, Shearouse, Weitz, Greenberg & Shawe, LLP ("Escrow Agent") joins in the execution of this Agreement under seal for the purpose of acknowledging the agreement solely as to Article II (C).

**WEINER, SHEAROUSE, WEITZ,**

**GREENBERG & SHAWE, LLP**

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

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

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

**EXHIBIT A**  
**(Legal Description)**

**Tract One**

ALL that certain lot, tract, or parcel of land situate, lying, and being in Garden City, Chatham County, Georgia, being a part of the Purcell Tract, formerly a part of Lot Number Four (4), of the Burdett Tract, and being more particularly described as follows: Beginning at a point located on the northern right-of-way line of U.S. Highway 80, twenty (20) feet East of the dividing line between Lot 3-A and Lot 4 of the Burdett Tract; thence running North 18° 51' East for a distance of 874.4 feet to a point, which point is the Point of Beginning; running thence South 18° 51' West for a distance of 100 feet to a point; running thence South 72° 05' East for a distance of 318.4 feet to a point; running thence North 17° 35' East for a distance of 100 feet to a point; running thence North 72° 05' West for a distance of 315.3 feet to the Point of Beginning; said property being bounded as follows: on the North by lands now or formerly of O.L. Ambros; on the East by a ditch; on the South by lands now or formerly of Eva Ambros; and on the West by a twenty (20) foot wide roadway.

The above-described Tract One has been assigned a Property Identification Number of 6-0926-05-018 by the Chatham County, Georgia, Board of Assessors.

**Tract Two**

ALL that certain lot, tract, or parcel of land situate, lying, and being in Chatham County, Georgia, containing three and seven-tenths (3.7) acres, more or less, being shown and designated as Lot Number 3A of a subdivision of the Burdett Tract on a plat made by M.F. Smith, C.E., in December 1939, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book B, Page 38, said plat being incorporated herein by reference and being made a part hereof for better determining the metes, bounds, courses, and distances of the subject property which is bounded as follows: on the North by Lot 3B of said subdivision; on the East by Lot Number Four (4) of said subdivision; on the South by Louisville Road; and on the West by Lot 2 of said subdivision.

The above-described Tract Two has been assigned a Property Identification Number of 6-0926-05-016 by the Chatham County, Georgia, Board of Assessors.

**Tract Three**

ALL that certain lot, tract, or parcel of land situate, lying, and being in Garden City, Chatham County, Georgia, being a portion of Lot Number Four (4) of the Burdett Tract shown and designated as lands formerly owned by Eva Ambros on a plat of survey made by S.P. Kehoe, Jr., dated October 29, 1954, and recorded

in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book F, Page 296, said plat being incorporated herein by reference and being made a part hereof for better determining the metes, bounds, courses, and distances of the subject property which is shown therein as being bounded as follows: on the North by lands now or formerly owned by Velma Bell Salver for a distance of 312.1 feet; on the East by a ditch for a distance of 200 feet; on the South by lands now or formerly owned by Purcell for a distance of 316.3 feet; and on the West by a twenty (20) foot wide road easement for a distance of 200 feet.

ALSO, an easement interest in and to the twenty (20) foot wide road located along and outside of the western boundary line of the subject property as shown on the aforesaid plat of survey.

The above-described property is the same property conveyed to Eva Bell Ambros by Ben S. Purcell in a warranty deed dated November 30, 1954, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 61-C, Folio 361.

The above-described Tract Three has been assigned a Property Identification Number of 6-0926-05-019 by the Chatham County, Georgia, Board of Assessors.

#### Tract Four

ALL that certain lot, tract, or parcel of land situate, lying, and being in Garden City, Chatham County, Georgia, shown and designated as a portion of Lot Number Four (4) of the Burdett Tract on a plat of survey recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book B, Page 38, said plat being incorporated herein by reference and being made a part hereof for better determining the metes, bounds, courses, and distances of the subject property which is shown therein as being bounded as follows: on the North by the remaining portion of said Lot 4 for a distance of 342.3 feet; on the East by lands owned by Wetter and Gould for a distance of 943 feet; on the South by U.S. Highway 80 (a/k/a Louisville Road) for a distance of 353.4 feet; and on the West by Lot Number Three (3) of said Burdett Tract for a distance of 964.6 feet. The said property was conveyed to Benjamin F. Purcell by R.H. Mayer, as Executor of the Will of R.H. Mayer, in a deed dated July 21, 1941, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 36-O, Folio 124.

LESS AND EXCEPT all that certain lot, tract, or parcel of land situate, lying, and being in Garden City, Chatham County, Georgia, being a portion of Lot Number Four (4) of the Burdett Tract, shown and designated as lands owned by O.L. Ambros on a plat of survey made by S.P. Kehoe, Jr., dated October 29, 1954, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book I, Page 175, said plat being incorporated herein by



reference and being made a part hereof for better determining the metes, bounds, courses, and distances of the subject property which is shown therein as being bounded as follows: on the North by part of Lot Number Four (4) of the Burdett Tract for a distance of 310 feet; on the East by a ditch for a distance of 100 feet; on the South by lands owned by Velma Salver for a distance of 312.1 feet; and on the West by a twenty (20) foot wide road easement for a distance of 100 feet. Said property was conveyed to O.L. Ambros by Harry V. Purcell, as Executor under the Last Will and Testament of Ben F. Purcell, in a deed dated August 30, 1958, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 70-K, Folio 33.

EXCEPTING FURTHER that certain lot, tract, or parcel of land situate, lying, and being in Garden City, Chatham County, Georgia, being a portion of Lot Number Four (4) of the Burdett Tract, shown and designated as lands owned by Velma Salver on a plat of survey made by S.P. Kehoe, Jr., dated October 29, 1954, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book I, Page 175, said plat being incorporated herein by reference and being made a part hereof for better determining the metes, bounds, courses, and distances of the subject property which is shown therein as being bounded as follows: on the North by lands owned by O.L. Ambros for a distance of 316.3 feet; on the East by a ditch for a distance of 100 feet; on the South by lands owned by Eva Ambros for a distance of 318.4 feet; and on the West by a twenty (20) foot wide road easement for a distance of 100 feet. Said property was conveyed to Velma Salver by Ben S. Purcell in a warranty deed dated June 6, 1954, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 70-J, Folio 593, as corrected by an instrument dated August 30, 1958, and recorded in the aforesaid Clerk's Office in Deed Record Book 70-K, Folio 36.

EXCEPTING FURTHER all that certain lot, tract, or parcel of land situate, lying, and being in Garden City, Chatham County, Georgia, being a portion of Lot Number Four (4) of the Burdett Tract, shown and designated as lands owned by Eva Ambros on a plat of survey prepared by S.P. Kehoe, Jr., dated October 29, 1954, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book F, Page 296, said plat being incorporated herein by reference and being made a part hereof for better determining the metes, bounds, courses, and distances of the subject property which is shown therein as being bounded as follows: on the North by lands owned by Velma Bell Salver for a distance of 312.1 feet; on the East by a ditch for a distance of 200 feet; on the South by lands owned by Purcell for a distance of 316.3 feet; and on the West by a twenty (20) foot wide road easement for a distance of 200 feet. Said property was conveyed to Eva Bell Ambros by Ben S. Purcell in a warranty deed dated November 30, 1954, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 61-C, Folio 361.

EXCEPTING FURTHER that certain tract or parcel of land measuring 0.005 acres, more or less, being a 18.7 foot wide strip of property running along and within a portion of the southern boundary line of the above-described property, conveyed to the Georgia Department of Transportation for the widening of U.S. Highway 80 by a right-of-way deed dated December 14, 1988, filed for record and recorded on December 29, 1988, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 140-S, Folio 31.

The above-described Tract Four has been assigned a Property Identification Number of 6-0926-05-020 by the Chatham County, Georgia, Board of Assessors.