

**A G E N D A**  
***City Council Meeting***  
***Monday, May 16, 2022 – 6:00 p.m.***

➤ **OPENING**

- **Call to Order**
- **Invocation: Pastor Gwyn Hall from Mt. Moriah Baptist Church of Savannah**
- **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.

## ➤ PUBLIC HEARINGS

- **PC2209, Zoning Map Amendment Request:** Receipt of public comment on a request by Exclusive Grounds Solutions, Inc., to rezone two parcels on Kelly Hill Road, 1909 Highway 80 and 2011 Highway 80, from C-2 to I-1 for proposed use as an industrial warehouse.
- **PC2212, Zoning Map Amendment Request:** Receipt of public comment on Bulloch Corporation, LLC's request to rezone 2782 Highway 80 from C-2 to I-1 for proposed use as a truck terminal.
- **PC2213, Zoning Map Amendment Request:** Receipt of public comment on HUP Investments, LLC's request to rezone two parcels on Dean Forest Road and 103 Prosperity Drive from P-C-2A to I-1 for proposed use as a truck terminal.
- **PC2214, Zoning Map Amendment Request:** Receipt of public comment on Emerge Savannah, LLC's request to rezone 1445 Dean Forest Road from R-A to C-2 and I-1 for proposed use as a truck terminal.
- **PC2216, Town Center Master Plan Amendment Request:** Receipt of public comment on Tapestry Park Commercial, LLC's request to amend the Town Center Drive Master Plan adopted July 16, 2018, from commercial retail/office to proposed future development as multi-family residential to be located at 125 Town Center Drive.

### ***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 May 2, 2022, Pre-Agenda Session Minutes and Council Meeting Minutes, and the May 9, 2022 Workshop Synopsis.

**City Manager's Report**

- Staff reports are included with the agenda packet
- Updates and announcements

➤ **ITEMS FOR CONSIDERATION**

- **Second Reading - Ordinance, Zoning Text Amendment (RV services & trailer sales in mix-use districts):** An ordinance to amend the zoning ordinance of Garden City, Georgia, as amended, to amend paragraph 66A of Section 90-47 (B) to permit the repair of trucks, manufactured homes, recreational vehicles, and trailers in mixed-use (M) zoning districts within the City conditioned upon approval by the Board of Zoning Appeals; to amend paragraph 72A of Section 90-47 (B) to permit recreational vehicle sales in mixed-use (M) zoning districts within the City conditioned upon approval by the Board of Zoning Appeals.
- **Resolution, Service Delivery Strategy:** A resolution to approve the City of Garden City to extend the existing service delivery strategy agreement until October 31, 2026; to authorize the Mayor to execute a Georgia Department of Community Affairs Form 5 certification for extension of the existing service delivery strategy and any other documentation that may be required for the extension of current Chatham County service delivery strategy.
- **Resolution, Website Redesign Services:** A resolution authorizing the City of Garden City to engage the professional services of Granicus, LLC, to redesign and upgrade the City's website and to continue providing hosting, licensing, and support products and services for such website pursuant to a master subscription agreement.

## ➤ RECEIPT OF INFORMAL PUBLIC COMMENT:

- **Procedure:** To best manage this section of the meeting, 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.

## ➤ ADJOURN



## MEMORANDUM

**To:** Garden City Planning Commission & Board of Appeals  
**From:** Denise R. Grabowski, AICP, LEED AP, Planning Consultant  
**Date:** April 5, 2022  
**Re:** PC2209 – 1909 US Highway 80 West, Garden City

<i>Application Type</i>	Zoning Map Amendment (Rezoning)
<i>Case Number</i>	PC2209
<i>Applicant</i>	Exclusive Grounds Solutions, Inc.
<i>Name of Project</i>	N/A
<i>Property Address</i>	1909 US Highway 80 West, Garden City, GA 31406
<i>Parcel ID</i>	60880-01003; 60880-01005; 60880-01006; 60880-01007
<i>Area of Property</i>	9.32 acres
<i>Existing Zoning</i>	C-2 Heavy Commercial
<i>Existing Land Use</i>	Residential/Commercial/Vacant
<i>Proposed Zoning</i>	I-1 Industrial
<i>Proposed Land Use</i>	Warehouse
<i>Comp Plan – Future Land Use</i>	Mixed Use Urban Anchor

### GENERAL INFORMATION

*Project Description:* The applicant is proposing to combine four parcels into one parcel with the intent of selling the property for the development of an industrial warehouse.

*Background / Additional Context:* The properties are located on US Highway 80 at the intersection of Kelly Hill Road. The properties are partially developed with a vacant commercial building, a vacant residential home, a storage shed, and greenhouse.

### FINDINGS

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

1. *Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?*



The property is near the Sharon Park neighborhood and other residential development. Most of the parcels immediately adjacent to the subject properties are zoned C-2, with the exception of the Waste Management facility located to the southeast.

2. *Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?*  
Although industrial zoning is located around the Sharon Park community, the residential core with commercial along U.S. Highway 80 is relatively intact.
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?*  
Yes. The addition of truck traffic in this location may negatively impact the existing Sharon Park community and other residential areas.
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?*  
Although commercial activities are located along U.S. Highway 80, the development of a warehouse in this location is larger in scale, and potentially impact, than many of the surrounding businesses.
5. *Is there an imminent need for the rezoning and is the property likely to be used for the use requested?*  
The property, if rezoned, would likely be viable for warehouse use given the growth in port-related activities and demand for warehouse space in Chatham County.
6. *Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?*  
The rezoning of this property could increase pressure on the additional C-2 properties to the west (up to Covington Road) to petition for industrial zoning.
7. *Such other matters as the Planning Commission deems relevant.*  
This rezoning request is not consistent with the Comprehensive Plan. The Future Land Use Map indicates this area as Mixed-Use Urban Anchor.

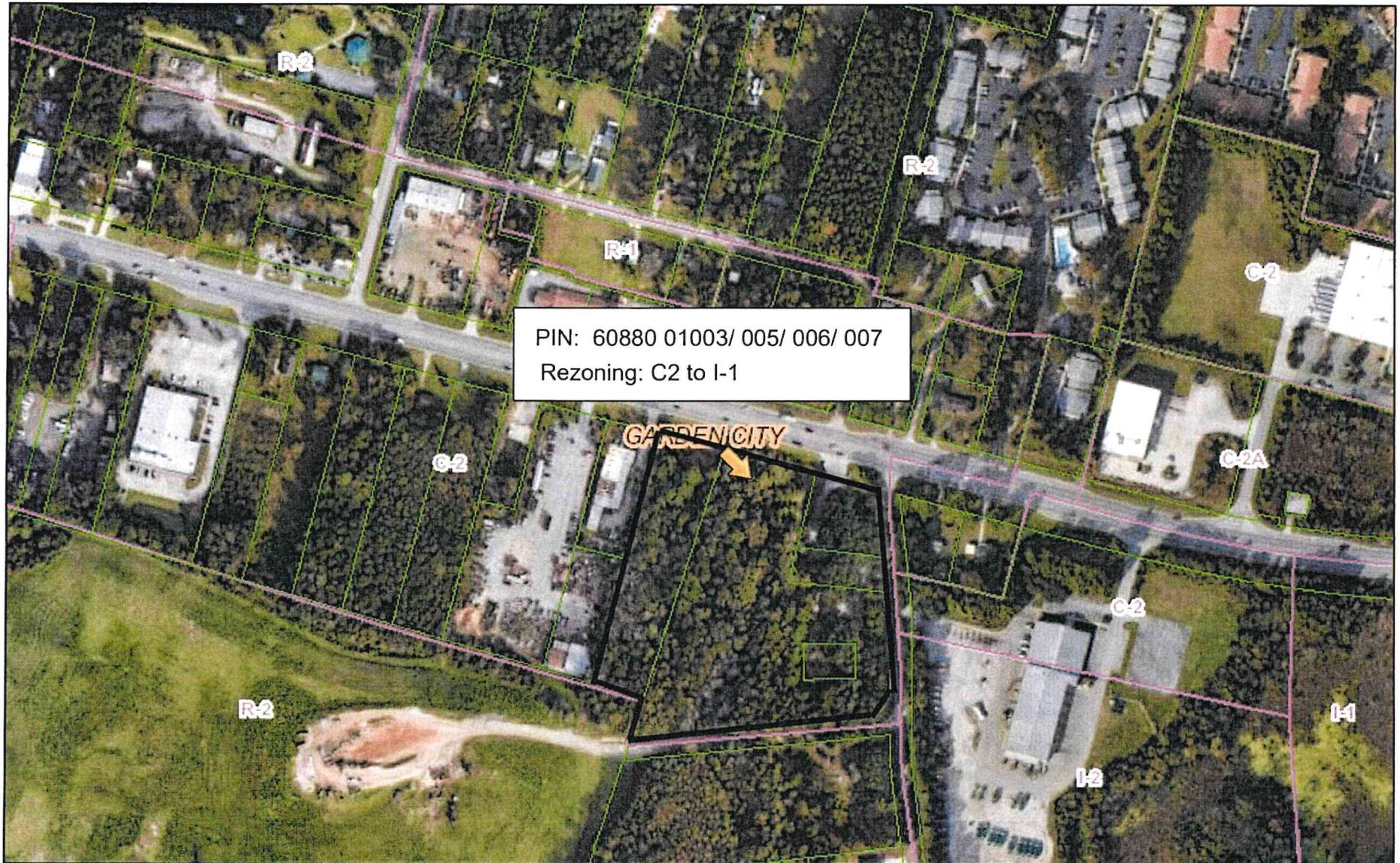
#### RECOMMENDATION

**Denial** of the rezoning request from Heavy Commercial (C-2) to Industrial (I-1).

**Note:**

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

PC2209



4/8/2022, 12:54:01 PM

Municipal Boundary POOLER THUNDERBOLT UNINCORPORATED  
BLOOMINGDALE PORT WENTWORTH TYBEE ISLAND Zoning  
GARDEN CITY SAVANNAH VERNONBURG Property Boundaries (Parcels)

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

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# City of Garden City Rezoning Application



## Development Information

Development Name (if applicable)

Property Address

2782 US Highway 80

<u>Current Zoning</u>	<u>Proposed Zoning</u>
C-2	I-1
<u>Current Use</u>	<u>Proposed Use</u>
Vacant Land	Truck Terminal
<u>Parcel ID</u>	<u>Total Site Acreage</u>
60927 01042	5.41
<u>Proposed Water Supply</u>	<u>Proposed Sewage Disposal</u>
<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private

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

Vacant, cleared

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

Truck terminal

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

Kelly Tours and MJW Consolidated to West, Residential and Vacant to East, Vacant to North, Industrial to South

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

The uses going from this property west are heavy commercial and industrial in nature. The proposed use is in line with those uses.

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

No. Property is located on a federal highway. Utility use will be minimum. There will be no impact on schools.

Please provide any additional information that you deem relevant.

The unusual shape of this property makes retail or public commercial use unlikely. Its shape, location, the fact that it is split by a canal and backs up to a train track, makes it well suited for industrial use.

# City of Garden City Rezoning Application



## Applicant Information

Owner	
Name	Address
Bulloch Corporation, LLC	415 Bonaventure Road, Savannah, GA 31404
Phone	Email
912-547-1214	m.g.johnsonconstruction@gmail.com
Nature of Ownership Interest	
Is the Owner an: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Sole Proprietor <input type="checkbox"/> Firm <input type="checkbox"/> Corporation <input type="checkbox"/> Association Note: If a corporation, submit a list of officers, directors & major stockholders with name, address and title. If a partnership: Submit list of all partners with name, address and title.	
<input type="checkbox"/> Same as authorized agent <input checked="" type="checkbox"/> Check here to receive staff review comments via email	
Company Name	Contact (Individual Name)
Phone	Email
Authorized Agent (Requires Authorized Agent Form)	
<input type="checkbox"/> Check here to receive staff review comments via email	
Company Name	Contact (Individual Name)
McCorkle, Johnson & McCoy, LLP	Robert L. McCorkle, III
Phone	Email
912-232-6141	rim@mccorklejohnson.com

### Campaign Contribution

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

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

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

Robert L. McCorkle, III

Print Name

Signature

3-21-22

Date

OFFICE USE ONLY			
Received By	Date Received	Case Number	
Submittal Format <input type="checkbox"/> Electronic <input type="checkbox"/> Paper <input type="checkbox"/> Both	Fee Amount Paid	Invoice Number	PC2212



## MEMORANDUM

**To:** Garden City Planning Commission & Board of Appeals  
**From:** Denise R. Grabowski, AICP, LEED AP, Planning Consultant  
**Date:** May 4, 2022  
**Re:** PC2212 – 2782 US Highway 80 West, Garden City

<b>Application Type</b>	<b>Zoning Map Amendment (Rezoning)</b>
<b>Case Number</b>	PC2212
<b>Applicant</b>	Bulloch Corporation, LLC
<b>Name of Project</b>	N/A
<b>Property Address</b>	2782 US Highway 80 West, Garden City, GA 31406
<b>Parcel ID</b>	60927 01042
<b>Area of Property</b>	5.41 acres
<b>Existing Zoning</b>	C-2 Heavy Commercial
<b>Existing Land Use</b>	Commercial/Vacant
<b>Proposed Zoning</b>	I-1 Industrial
<b>Proposed Land Use</b>	Truck Terminal
<b>Comp Plan – Future Land Use</b>	Commercial

### GENERAL INFORMATION

*Project Description:* The applicant is proposing to develop the site for a truck terminal.

*Background / Additional Context:* The properties are located on US Highway 80 just west of the Woodlawn neighborhood. Two structures currently exist on the front of the property and the back half of the property is vacant. The property is bisected by a canal and adjacent to a rail line.

### FINDINGS

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

1. *Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?*

The property located between R-1 and C-2 zoned properties to the east and west, respectively. The property to the south (across the rail line) is zoned I-2.

2. *Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?*

Although industrial zoning is located to the east and to the west along U.S. Highway 80, the residential core in this area is relatively intact.

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?*

Yes. The addition of truck traffic in this location may negatively impact the existing residential areas.

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?*

This parcel is immediately adjacent to two residential properties and in close proximity to well-established neighborhoods.

5. *Is there an imminent need for the rezoning and is the property likely to be used for the use requested?*

The property, if rezoned, would likely be viable for a truck terminal use given the growth in port-related activities and demand for truck terminals in Chatham County.

6. *Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?*

The rezoning of this property could increase pressure on the additional C-2 properties to the west to petition for industrial zoning and could increase the pressure on residential properties to the east to transition to commercial or industrial zoning.

7. *Such other matters as the Planning Commission deems relevant.*

The Future Land Use Map indicates this area as Commercial, which is consistent with its current zoning.

## RECOMMENDATION

**Denial** of the rezoning request from Heavy Commercial (C-2) to Industrial (I-1).

### *Note:*

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

PC2212



Municipal Boundary

BLOOMINGDALE

GARDEN CITY

POOLER

PORT WENTWORTH

SAVANNAH

THUNDERBOLT

TYBEE ISLAND

VERNONBURG

UNINCORPORATED

Local Roads

Major Roads

Parkways

Interstate

Local Roads

Major Roads

1:4,514

0 0.03 0.07 0.13 mi  
0 0.05 0.1 0.2 km

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SAGIS

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# City of Garden City Rezoning Application



## Development Information

Development Name (if applicable)

Property Address

0 Dean Forest Road and 103 Prosperity Drive

Current Zoning	Proposed Zoning
P-C-2A	I-1
Current Use	Proposed Use
Vacant	Truck Terminal
Parcel ID	Total Site Acreage
60988D 02011, 02012, 02012A	2.95
Proposed Water Supply	Proposed Sewage Disposal
<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private

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

Partially wooded, partially cleared industrial use

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

Truck Terminal

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

Uses are industrial and very heavy commercial in nature.

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

Proposed use is consistent with existing uses on Prosperity Drive.

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

No. Businesses on Prosperity are industrial in nature. Should cause no change in condition of street. Truck terminals use minimal utilities and no school use.

Please provide any additional information that you deem relevant.

With lack of access on Dean Forest and the industrial uses on Prosperity, this site is not likely to be used for commercial retail purpose.

# City of Garden City Rezoning Application



## Applicant Information

Owner	
Name	Address
HUP Investments, LLC	14 Reed Grass Lane, Savannah, Georgia 31405
Phone	Email
912-659-1582	nsheth912@gmail.com

### Nature of Ownership Interest

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

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

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

Engineer/Surveyor	<input type="checkbox"/> Same as authorized agent	<input checked="" type="checkbox"/> Check here to receive staff review comments via email
Company Name	Contact (Individual Name)	
BOS Engineering	Mark Boswell	
Phone	Email	
912-663-1834	lahbos@bellsouth.net	
Authorized Agent (Requires Authorized Agent Form)	<input type="checkbox"/> Check here to receive staff review comments via email	
Company Name	Contact (Individual Name)	
McCorkle, Johnson & McCoy, LLP	Robert L. McCorkle, III, Esq.	
Phone	Email	
912-232-6141	rlm@mccorklejohnson.com	

### Campaign Contribution

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

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

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

Robert L. McCorkle, III, Esq.

Print Name

Signature

04/01/2022

Date

OFFICE USE ONLY			
Received By	Date Received		Case Number
Submittal Format	<input type="checkbox"/> Electronic	<input type="checkbox"/> Paper	PC 2213
<input type="checkbox"/> Both	Fee Amount Paid		Invoice Number



## MEMORANDUM

**To:** Garden City Planning Commission & Board of Appeals  
**From:** Denise R. Grabowski, AICP, LEED AP, Planning Consultant  
**Date:** May 4, 2022  
**Re:** PC2213 – 103 Prosperity Drive, Garden City

<b>Application Type</b>	<b>Zoning Map Amendment (Rezoning)</b>
<b>Case Number</b>	PC2213
<b>Applicant</b>	HUP Investments, LLC
<b>Name of Project</b>	N/A
<b>Property Address</b>	103 Prosperity Drive and 0 Dean Forest Road
<b>Parcel ID</b>	60988D 02011, 02012, 02012A
<b>Area of Property</b>	2.95 acres
<b>Existing Zoning</b>	P-C-2A Heavy Commercial
<b>Existing Land Use</b>	Partially wooded, partially cleared
<b>Proposed Zoning</b>	I-1 Industrial
<b>Proposed Land Use</b>	Truck Terminal
<b>Comp Plan – Future Land Use</b>	Commercial

### GENERAL INFORMATION

*Project Description:* The applicant is proposing to develop the site for a truck terminal.

*Background / Additional Context:* The properties are located at the corner of Dean Forest Road and Prosperity Drive, with access to the property via Prosperity Drive. This intersection will be signalized.

### FINDINGS

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

1. *Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?*

With the exception of one parcel, all properties along Prosperity Drive are zoned Industrial (I-1). Since these properties are accessed via Prosperity Drive, rezoning to Industrial is a logical extension of the Industrial zoning boundary.

2. *Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?*  
No.
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?*  
Prosperity Drive serves all commercial and industrial users.
4. *Will this request place irreversible limitations or cause material detriment on the area similarly zoned as it is or on future plans for it?*  
no.
5. *Is there an imminent need for the rezoning and is the property likely to be used for the use requested?*  
The property, if rezoned, would likely be viable for a truck terminal use given the growth in port-related activities and demand for truck terminals and storage in Chatham County.
6. *Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?*  
This area is already dominated by industrial uses.
7. *Such other matters as the Planning Commission deems relevant.*  
The Future Land Use Map indicates this area as Commercial along the frontage of Dean Forest Road. However, this property is affiliated with Prosperity Drive due to its access.

## RECOMMENDATION

**Approval** of the rezoning request from Heavy Commercial (C-2) to Industrial (I-1).

**Note:**

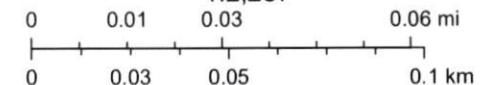
*Approval, if granted, by the Planning Commission only constitutes the initial step in the overall process and additional requirements still must be met prior to commencement of any construction activities. The Petitioner should note that final approval of the site plan will require City staff approval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

PC2213



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Legend for map:

- Local Roads
- Interstate
- Parkways
- Major Roads
- Local Roads
- Interstate
- Parkways
- Municipal Boundary
- BLOOMINGDALE**

- GARDEN CITY
- POOLER
- PORT WENTWORTH
- SAVANNAH
- THUNDERBOLT
- TYBEE ISLAND

 BLOOMINGDALE

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# City of Garden City Rezoning Application



GA. 31410 114

## Development Information

### Development Name (if applicable)

Dean Forest Truck Terminal

### Property Address

1445 DEAN FOREST RD

Current Zoning	Proposed Zoning
R-A	I-1 & C-2
Current Use	Proposed Use
Rehabilitation Center	Truck Terminal
Parcel ID	Total Site Acreage
60990 01007	18.67
Proposed Water Supply	Proposed Sewage Disposal
<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private

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

Currently the property contains single family homes being utilized as a rehabilitation center. There are accessory buildings and the property is wooded and partially cleared.

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

The proposed use is a Truck Terminal with associated parking and stormwater management within the rear portion of the property.

There will be no container or chassis stacking on site. The front portion of the site shall be used for a commercial purpose, to be determined.

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

The City of Savannah owns a large parcel to the north that is zoned A-R and is currently a gun range. The property to the west is zoned R-A.

The property to the south is zoned R-A and is vacant in addition to P-B which is a auto salvage yard.

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

The proposed use will be a split zoning with C-2 fronting Highway-17 and the industrial zoning being the rear of the property. The truck

terminal will be approx. 500' from any single family property & approx. 5 acres of undisturbed wetlands will remain as a buffer.

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

This use will not require any public use of water or sewer and will not place any burden on the area schools. Dean Forest Road will be the access point for the property and is designed for and capable of handling the truck traffic generated by the use.

### Please provide any additional information that you deem relevant.

# City of Garden City Rezoning Application



GARDEN CITY COUNCIL

## Applicant Information

Owner	
Name	Address
EMERGE SAVANNAH LLC	1143 DEAN FOREST ROAD, SAVANNAH, GA 31405
Phone	Email
912-704-3155	jhdenny3@gmail.com

### Nature of Ownership Interest

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

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

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

Engineer/Surveyor	<input checked="" type="checkbox"/> Same as authorized agent	<input checked="" type="checkbox"/> Check here to receive staff review comments via email
Company Name	Contact (Individual Name)	
Coleman Company, Inc	Greg Coleman	
Phone	Email	
912-200-3041	gcoleman@cci-sav.com	

Authorized Agent (Requires Authorized Agent Form)	<input checked="" type="checkbox"/> Check here to receive staff review comments via email
Company Name	Contact (Individual Name)
Coleman Company, Inc.	Greg Coleman
Phone	Email
912-200-3041	gcoleman@cci-sav.com

### Campaign Contribution

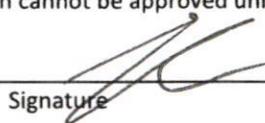
List below the names of local government officials, Garden City City Council, to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total \$250.00 or more or to whom gifts were made having a total value of \$250.00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

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

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

Greg Coleman

Print Name

  
Signature

04-01-2022

Date

OFFICE USE ONLY		
Received By	Date Received	Case Number PC2214
Submittal Format <input type="checkbox"/> Electronic <input type="checkbox"/> Paper <input type="checkbox"/> Both	Fee Amount Paid	Invoice Number



## MEMORANDUM

**To:** Garden City Planning Commission & Board of Appeals  
**From:** Denise R. Grabowski, AICP, LEED AP, Planning Consultant  
**Date:** May 4, 2022  
**Re:** PC2214 – 1143 Dean Forest Road, Garden City

<b>Application Type</b>	<b>Zoning Map Amendment (Rezoning)</b>
<b>Case Number</b>	PC2214
<b>Applicant</b>	Emerge Savannah, LLC
<b>Name of Project</b>	Dean Forest Truck Terminal
<b>Property Address</b>	1143 Dean Forest Road, Garden City
<b>Parcel ID</b>	60990 01007
<b>Area of Property</b>	18.67 acres
<b>Existing Zoning</b>	R-A Residential-Agricultural
<b>Existing Land Use</b>	Residential
<b>Proposed Zoning</b>	I-1 & C-2
<b>Proposed Land Use</b>	Commercial/Truck Terminal
<b>Comp Plan – Future Land Use</b>	Residential

### GENERAL INFORMATION

**Project Description:** The applicant is proposing to develop front portion of the site as commercial and the majority of the site for a truck terminal.

**Background / Additional Context:** The property to the north is owned, and located within, the City of Savannah. The other parcels surrounding the subject property are located in unincorporated Chatham County. These parcels are residential or undeveloped, with the exception of two parcels located on Silk Hope Road, which are used as a salvage yard.

### FINDINGS

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

1. *Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?*

This area is predominantly large-lot residential and undeveloped.

2. *Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?*

The proposed use is generally unrelated to the existing zoning in the immediate area. While some industrial development is located north of this area along Dean Forest Road, the two areas are separated by wetlands and waterways that feed into Salt Creek.

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?*

Yes. The addition of truck traffic in this location may negatively impact the existing residential areas.

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?*

This parcel is immediately adjacent to two residential properties and in close proximity to existing residential areas.

5. *Is there an imminent need for the rezoning and is the property likely to be used for the use requested?*

The property, if rezoned, would likely be viable for a truck terminal use given the growth in port-related activities and demand for truck terminals in Chatham County.

6. *Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?*

The rezoning of this property could increase pressure on the adjacent residential properties to transition to commercial or industrial zoning.

7. *Such other matters as the Planning Commission deems relevant.*

The Future Land Use Map indicates this area as Residential.

## RECOMMENDATION

**Denial** of the rezoning request from Residential-Agricultural (R-A) to Industrial (I-1).

### *Note:*

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



CONCEPTUAL PLAN  
**DEAN FOREST  
TRUCK TERMINAL**  
LOCATED IN GARDEN CITY, GEORGIA

**NOT FOR CONSTRUCTION**

The logo for Coleman Company Engineers • Surveyors. It features a large, stylized 'C' on the left, with the company name 'COLEMAN COMPANY' in bold, black, sans-serif capital letters to its right. Below that, 'ENGINEERS • SURVEYORS' is written in a slightly smaller, bold, black, sans-serif font. At the bottom, the text 'Roswell, Georgia | 404.598.5041 | COH-GAV.COM' is printed in a smaller, regular black font.

CP1.0

SHEET:

To: The Planning and Zoning Commission of Garden City, Georgia

From: Randy and Diane Brannen, adjacent property owners at  
5528 Silk Hope Rd  
and  
0 Old Ogeechee Road,  
Unincorporated  
Chatham County  
Savannah, Georgia

Re: Proposed rezoning of 1445 Dean Forest Road Garden City, Georgia  
from R-A to C-2 / I-L  
Proposed use: trucking plaza

At this time we would like to petition for DENIAL of the petition to rezone and the desired trucking plaza, based on the following considerations:

The impact on the entire area will be unprecedented and enormous, and will have far-reaching implications for area green space loss and loss of wildlife habitat

Simply put, nobody likes living next door to a trucking plaza, mega warehouse, or high density development. The impact of such developments on the future stability of adjacent large tracts, green spaces, and overall quality of life to this region would be enormous.

We have all lived here for decades. Our closest neighbor has lived here for over 70 years. We own 22 acres, but collectively, there are over 100 acres that would be directly impacted. We all support area wildlife habitat and green spaces, and a major water shed that touches many upland projects flows through this area to the Hardin Canal.

The proposed area for rezoning and the entire adjacent area has Historical significance.

During the Civil War, approximately 60,000 Union troops mustered in this immediate area, and were encamped for approximately three weeks prior to the invasion of Savannah in December 1864.

Since this was the major line of skirmish west of 'Battery Jones' many Civil War artifacts have been recovered throughout this area, including cannonballs, leaden bullets, horse shoes, spurs, etc.

There are many earthen works and tent mounds that are still intact.

The property at 1445 Dean Forest Road had a deep well that was a great source of fresh water for Union troops, and that well is still in existence today.

We request that this area be kept only for low density development for the foreseeable future.

**Chatham County** is one of the original counties of **Georgia**. It includes nine municipalities and a large unincorporated area, the latter of which is one half of the geographic focus of the Chatham-Savannah 2040 Comprehensive Plan.

Established in 1777, the County has a long and well-established tradition of community planning and intends to maintain its historic character and natural resources for the future.

Ogeechee Road is the Oldest road in Georgia.

The greenspace protection for our area is recognized in the 2040 Comprehensive Plan for Regional Development.

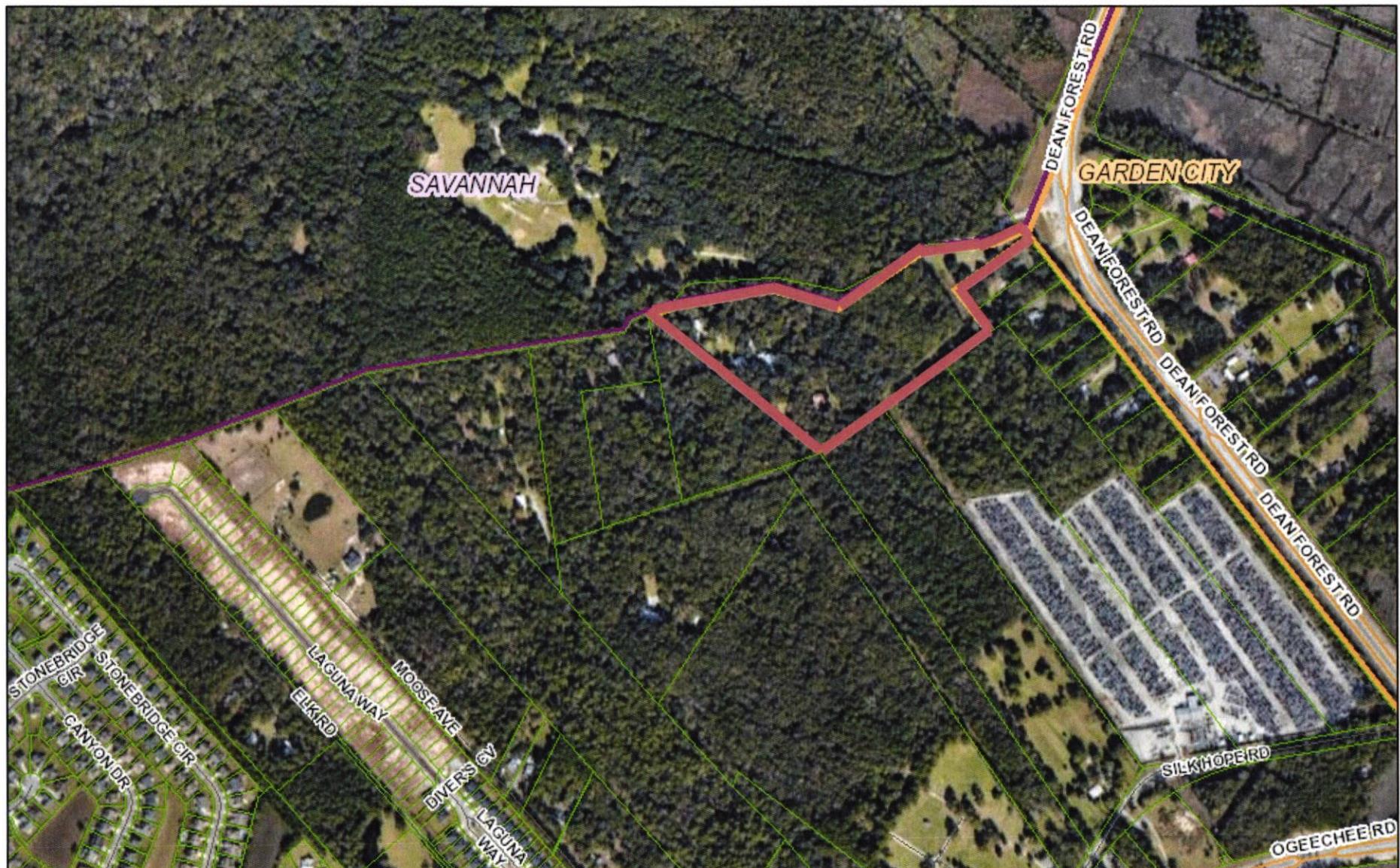
Once it is paved over, it will be lost forever.

We thank you for your time and consideration.

Respectfully yours,

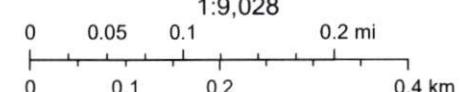
Randy and Diane Brannen

PC2214



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Municipal Boundary	PORT WENTWORTH	TYBEE ISLAND	Local Roads	Interstate
BLOOMINGDALE	SAVANNAH	VERNONBURG	Major Roads	Local Roads
GARDEN CITY	THUNDERBOLT	UNINCORPORATED	Parkways	Major Roads
POOLER				



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## Master Plan Amendment Application



**Proposed Amendment: Amending July 16, 2018, Town Center Master Plan to Change the use of Block 3 in Town Center (125 Town Center Drive, Garden City, Georgia; Tax Parcel No. 6-0989-01-082) from Commercial Retail/Office Space to Multi-Family Residential**

### Development Information

Development Name (If applicable)

Town Center Master Plan adopted July 16, 2018

### Property Address/Description

125 Town Center Drive, Garden City, GA 31405 ;Block 3, Garden City Town Center, Garden City, Chatham County, GA, as shown on a plat dated July 20, 2016, and recorded in the Office of the Clerk of the Superior Court of Chatham County, GA, in Plat Book 50, Page 579; PIN 6-0989-01-082

Current Zoning

Proposed Zoning

Mixed Use

Mixed Use

Current Use

Proposed Use

Commercial Retail/Office Space

Multi-Family Residential (see proposed Updated Master Plan attached as Ex. A)

Parcel ID No. 6-0989-01-082

Total Site Acreage: 3.69 Acres

Proposed Water Supply

Proposed Sewage Disposal

Public     Private

Public     Private

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

Block 3 of Town Center is a cleared and vacant parcel being identified by the current Master Plan as commercial retail/office space for which there has been no market demand due, in part, to the property's lack of visibility from Dean Forest Road.

Describe the use that you propose to make of the land pursuant to the amendment of the Master Plan.

The applicant intends to build 60 apartments, consisting of 36 one-bedroom units and 24 two-bedroom units, with 143 parking places, as outlined in the attached Exhibit A.

Describe the uses of the other property in the vicinity of the property you wish to change the use of on the Master Plan.

The other properties within the Master Plan have mixed uses of retail, office-professional, residential, civic, and cultural which benefit from close proximity to each other.

Describe how the proposed master plan amendment will allow a use that is suitable in view of the uses and development of adjacent and nearby property.

The proposed multi-family residential use shall increase the value of all of the properties in Town Center by generating pedestrian activity and economic stimulus to the commercial properties in the Center.

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

The proposed use change for Block 3 from commercial retail/ office space to multi-family residential use would increase only pedestrian traffic, not vehicle traffic. The property shall remain easily accessible from Dean Forest Road via Town Center Drive, Sunshine Avenue, Festival Place (right-in/right-out only), and Tapestry Park Place (right-in/right-out only). The change will not overload public schools in that the current multi-family development in Town Center containing 232 apartment units generates less than 20 students attending "K through 12" public schools. As for any effect on utility usage, the average apartment shall be less than 1,000 square feet with only one or two bedrooms and baths, requiring less than 150 gallons of water per unit on average.

Please provide any additional information that you deem relevant.

# Master Plan Amendment Application



## Applicant Information

### Owner

Name	Address
Tapestry Park Commercial, LLC	375 Northridge Road, Suite 330 ATLANTA, GA 30330
Phone	Email
770/722-1402	brussell@robertsproperties.com
770-394-6000 Ext. 105	a.shurtliff@robertsproperties.com

### Nature of Ownership Interest

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

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

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

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

Company Name	Contact (Individual Name)
Phone	Email

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

Company Name	Contact (Individual Name)
McCorkle, Johnson & McCoy LLP	Mathew M. McCoy
Phone	Email
912/232-6000	mmm@mccorklejohnson.com

### Campaign Contribution

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

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

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

Anthony Shurtliff  
Print Name

Anthony Shurtliff, CPO  
Signature

4/20/2022  
Date

OFFICE USE ONLY		
Received By	Date-Received	Case Number
Submittal Format ____ Electronic    ____ Paper    ____ Both	Fee Amount Paid	Invoice Number PC22160



## MEMORANDUM

**To:** Garden City Planning Commission & Board of Appeals  
**From:** Denise R. Grabowski, AICP, LEED AP, Planning Manager Consultant  
**Date:** May 4, 2022  
**Re:** PC2216 – 125 Town Center Drive, Garden City

<b>Application Type</b>	<b>General Development Plan</b>
<b>Case Number</b>	PC2216
<b>Applicant</b>	Tapestry Park Commercial, LLC
<b>Name of Project</b>	Town Center Master Plan
<b>Property Address</b>	125 Town Center Drive
<b>Parcel IDs</b>	6-0989-01-082
<b>Area of Property</b>	3.69 acres
<b>Existing Zoning</b>	Mixed-Use
<b>Proposed Land Use</b>	Multi-Family Residential

### GENERAL INFORMATION

*Project Description:* The applicant is proposing to modify Block 3 of the Town Center Master Plan from Commercial Retail/Office Space to Multi-Family Residential.

*Background / Additional Context:* The Town Center Master Plan was adopted by the City of Garden City on July 16, 2018. Subsequently, a Development Agreement and Addendum were both adopted by the City of Garden City on September 18, 2018, and September 20, 2018, respectively. The Development Agreement and Addendum, along with additional actions by the City of Garden City, granted certain variances and exceptions to the Mixed-Use district requirements.

### FINDINGS

Current market conditions support the development of Multi-Family Residential housing. Approval of the Town Center Master Plan amendment will subsequently require amendment of the Development Agreement by City Council.

*Note:*

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



*of the detailed engineering plans for the project through the City's standard process and a Land Disturbance Activity (LDA) Permit must be issued prior to construction. The Petitioner should also note that final approval of the site architectural plans will require City staff approval via its standard process and a building permit must be issued before vertical construction shall commence.*

EXHIBIT A

TAPESTRY PARK - PHASE I - OVERALL UNIT DATA					GENERAL NOTES	
UNIT	QTY	AVERAGE HEATED AREA	AVERAGE BALCONY AREA	% OF TOTAL	1 TAPESTRY PARK APARTMENTS - PHASE II WILL NOT HAVE VEHICULAR ACCESS GATES	
1 Bedroom	94	828 SF	87 SF	40.55%	2 TAPESTRY PARK APARTMENTS - PHASE II WILL MATCH THE EXTERIOR DESIGN OF TAPESTRY PARK APARTMENTS - PHASE I AND THE EXTERIOR MATERIALS OF PHASE II WILL BE EQUAL TO OR BETTER THAN PHASE I	
2 Bedrooms	86	1,267 SF	100 SF	42.28%	3 TAPESTRY PARK APARTMENTS - PHASE II WILL HAVE 5' SIDEWALKS WHICH WILL MATCH THE SIDEWALK WIDTHS AT TAPESTRY PARK APARTMENTS - PHASE I	
3 Bedrooms	40	1,521 SF	115 SF	17.26%		
<b>Totals</b>	<b>232</b>	<b>1,132 SF<sup>1</sup></b>	<b>99 SF<sup>1</sup></b>	<b>100.00%</b>		
TAPESTRY PARK - PHASE II - OVERALL UNIT DATA						
UNIT	QTY	AVERAGE HEATED AREA	AVERAGE BALCONY AREA	% OF TOTAL		
1 Bedroom	36	875 SF	68 SF	60.00%		
2 Bedrooms	24	1,160 SF	88 SF	40.00%		
<b>Totals</b>	<b>60</b>	<b>985 SF<sup>1</sup></b>	<b>88 SF<sup>1</sup></b>	<b>100.00%</b>		
TAPESTRY PARK - PHASE I & PHASE II - OVERALL UNIT DATA						
UNIT	QTY	AVERAGE HEATED AREA	AVERAGE BALCONY AREA	% OF TOTAL		
1 Bedroom	129	822 SF	77 SF	44.05%		
2 Bedrooms	132	1,209 SF	85 SF	41.78%		
3 Bedrooms	30	1,621 SF	115 SF	13.77%		
<b>Totals</b>	<b>292</b>	<b>1,093 SF<sup>1</sup></b>	<b>86 SF<sup>1</sup></b>	<b>100.00%</b>		
Multi-Family Parking Summary - Phase I						
		1 Bedroom Units	2 Bedroom Units	3 Bedroom Units	Total	
Required Parks per Unit (Per Code)		94	98	40	232	
Required Parks Total (Per Code)		150	175	200		
Provided Parks Total (Per Site Plan)		141	172	80	393	
Provided Parks Total (Per Site Plan)					393	
Multi-Family Parking Summary - Phase II						
		1 Bedroom Units	2 Bedroom Units	3 Bedroom Units	Total	
Required Parks per Unit (PREFERRED)		200	200	-	400	
Required Parks Total (PREFERRED)		72	48	-	120	
Provided Parks Total (Per Site Plan)					143	
Multi-Family Parking Summary - Phase I & Phase II - Overall Total						
		1 Bedroom Units	2 Bedroom Units	3 Bedroom Units	Total	
Required Parks per Unit (Per Code)		150	123	40	293	
Required Parks Total (Per Code)		150	175	200		
Provided Parks Total (Per Site Plans)		195	214	80	489	
Provided Parks Total (Per Site Plans)					489	

## CONCEPTUAL SITE PLAN

04/11/2022



PC2216



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Local Roads      Interstate      Parkways  
Major Roads      Local Roads      Interstate  
Parkways      Major Roads      Municipal Boundary

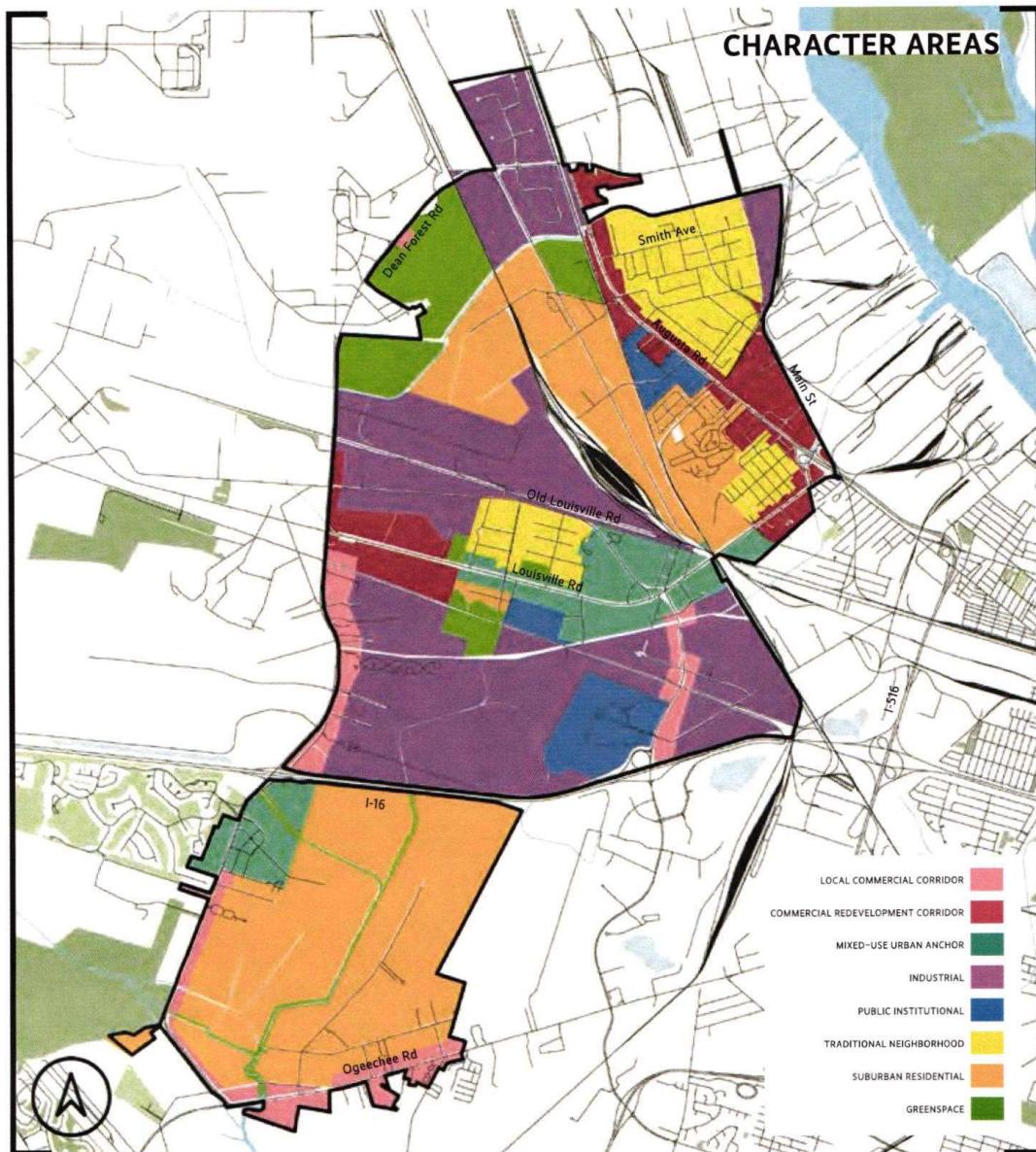
GARDEN CITY  
POOLER  
PORT WENTWORTH  
TYBEE ISLAND

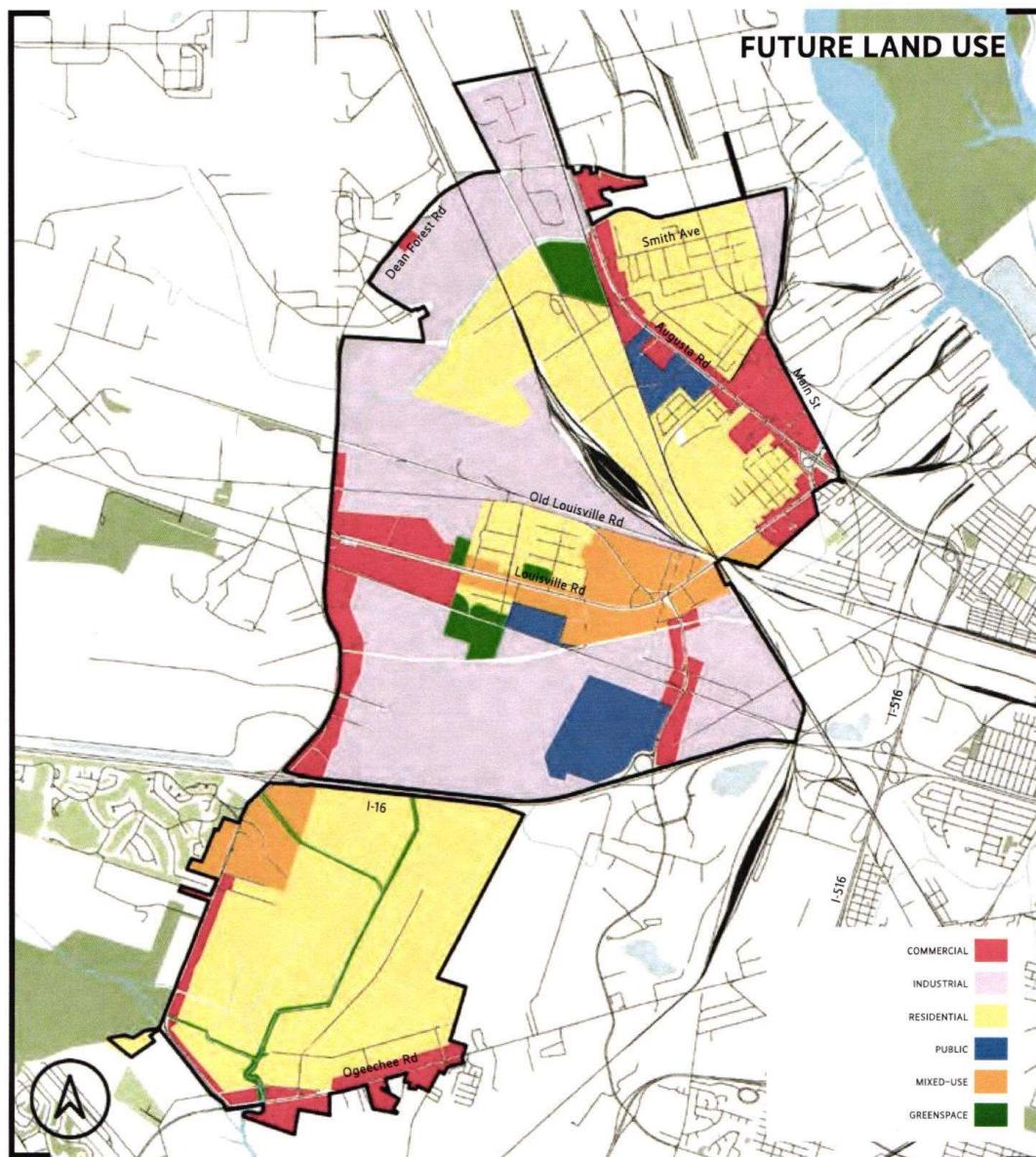
BLOOMINGDALE

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Map 4.8—Future Land Use, Garden City



**M I N U T E S**  
**City Council Meeting**  
**Monday, May 2, 2022 – 6:00 p.m.**

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

**Opening:** Reverend Gary Monroe gave the invocation, and Mayor Bethune led the City Council in the pledge of allegiance to the flag.

**Roll Call:**

**Council Members:** Mayor Don Bethune, Mayor Pro-tem Bruce Campbell, Councilmember Marcia Daniel, 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; Cliff Ducey, Recreation Director; Mike Dick, Fire Chief; Yolanda Irizarry, HR Director; Jon Bayer, Public Works Director; Gil Ballard, Chief of Police, and Chris Snider, Systems Administrator.

**Formal Public Comment**

**Presentation of the SR 21 Access Management Report:** Aimee S. Turner, Traffic Department Manager from the Core of Engineers, presented an overview of the SR 21 Access Management Report. She stated that the study's goal is to improve safety along the Highway 21 corridor. She said we finished the study in April 2022 and are now finalizing the report. Based on the survey and public forums, she said that some of the main concerns were pedestrian traffic and train traffic. She stated that a short and long-term improvement plan had been created for Highway 21 based on safety and funding. She said some of the improvements mentioned in the study are installing smart signaling to include signals to improve freight traffic, installing more transit stops to expand bus service, streetscaping, and revamping the pedestrian bridge. She stated that Highway 21 has a large amount of existing right-of-way that a lot can be done in. She noted that the project application process starts on June 2, 2022, with the submittal deadline being September 23, 2022.

Mayor Bethune stated that the conceptual plan looked good. He noted that the City Manager would work on getting the City's application in. Ms. Turner said she would be happy to assist Scott with the application process. She said that getting letters of support from GDOT and other government agencies or officials will help to further the city's application.

**City Council Minutes:** Councilmember Campbell motioned to approve the pre-agenda session minutes and city council meeting minutes from April 18, 2022. The motion was seconded by Councilmember Ruiz and passed without opposition.

**City Manager's Report:** The City Manager stated that he had no updates or announcements to report.

**Items for Consideration**

**Ordinance, Zoning Text Amendment (RV services & trailer sales in mix-use districts):** 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 paragraph 66A of Section 90-47 (B) to permit the repair of trucks, manufactured homes, recreational vehicles, and trailers in mixed-use (M) zoning districts within the City

conditioned upon approval by the Board of Zoning Appeals; to amend paragraph 72A of Section 90-47 (B) to permit recreational vehicle sales in mixed-use (M) zoning districts within the City conditioned upon approval by the Board of Zoning Appeals.

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

Since the vote was not unanimous, Mayor Bethune stated that the second reading would be held at the next council meeting.

**First Reading - Ordinance, Stop Sign Intersections:** The Clerk of Council read the first reading of the heading of an Ordinance to amend the Code of Ordinances for Garden City, Georgia, as amended, to amend Code Section 78-8 and Article VI of Appendix B, which is incorporated therein by reference, to provide for stop signs for traffic traveling north, east, and west at the intersections of Nelson Avenue & Azalea Avenue and Talmadge Avenue & Old Louisville Road; to provide for stop signs for traffic traveling east, north, and south at the intersections of Camellia Avenue & Azalea Avenue; Lee Avenue & Redmond Avenue, and Varnedoe Avenue & Russell Avenue; to provide for stop signs for traffic traveling in all directions at the intersection of Varnedoe Avenue & Rommel Avenue.

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

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

**Second Reading - Ordinance, Stop Sign Intersections:** The Clerk of Council read the second reading of the heading of an Ordinance to amend the Code of Ordinances for Garden City, Georgia, as amended, to amend Code Section 78-8 and Article VI of Appendix B, which is incorporated therein by reference, to provide for stop signs for traffic traveling north, east, and west at the intersections of Nelson Avenue & Azalea Avenue and Talmadge Avenue & Old Louisville Road; to provide for stop signs for traffic traveling east, north, and south at the intersections of Camellia Avenue & Azalea Avenue; Lee Avenue & Redmond Avenue, and Varnedoe Avenue & Russell Avenue; to provide for stop signs for traffic traveling in all directions at the intersection of Varnedoe Avenue & Rommel Avenue.

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

**Resolution, Major Subdivision Request (CenterPoint Logistics Park):** The Clerk of Council read the heading of a resolution approving the final major subdivision plat for the subdivision of a 72.81-acre tract located at 0 Travis Field Road into seven lots owned by CenterPoint Kahn Garden City LLC.

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

**Resolution, Moratorium (Industrial Rezoning):** The Clerk of Council read the heading of a resolution imposing a moratorium for a period not to exceed six (6) months on the re-zoning of any property to an industrial zoning classification or district while the city considers changes to its zoning ordinances.

Councilmember Ruiz motioned to approve the resolution. Councilmember Campbell seconded the motion. The City Attorney stated that the heading read by the Clerk was incorrect. The City Attorney said that the Clerk would need to read the revised heading of the resolution and the motion amended. He provided the Clerk with a revised resolution to read into the record.

Councilmember Lassiter motioned to amend the motion to read the heading of the revised resolution. The motion was seconded by Councilmember Tice and passed without opposition.

Clerk of Council read the revised heading of a resolution imposing a moratorium for a period not to exceed six (6) months on the acceptance of applications for the re-zoning of any property to an industrial zoning classification or district while the City considers changes to its zoning ordinances.

Councilmember Tice motioned to approve the revised resolution. The motion was seconded by Councilmember Lassiter and passed without opposition.

**Resolution, American Rescue Plan Act (ARPA) State & Local Fiscal Recovery Funds (SLFRF):** The Clerk of Council read the heading of a resolution to approve the use of the Coronavirus Local Fiscal Recovery Funds, allotted to the City under the American Rescue Plan Act, for the replacement of lost public sector revenue for funding government services up to the amount of revenue loss due to the pandemic; to claim the standard allowance of up to \$10 million, not to exceed the total amount of the City's fund allocation, for identifying the City's revenue loss to the United States Treasury Department; to authorize and direct the City Manager and Finance Director to take such administrative steps as are necessary to carry out the terms and intent of this resolution and to provide all compliance activities and reporting as required by the United States Treasury Department to document compliance with the regulations which are issued on the use of such funds.

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

**Resolution, Purchase Proposal - 2022 Ford Regular Cab Truck for Parks & Recreation:** The Clerk of Council read the heading of a resolution approving the proposal of O.C. Welch Ford of Hardeeville, South Carolina, to sell the City one 2022 Ford F-150 4x2 regular cab truck at the price of \$28,540.00, and to authorize the City Manager to sign the purchase contract or purchase order for the vehicle.

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

**Resolution, Purchase Quotes – Lawnmowers for Parks & Recreation:** The Clerk of Council read the heading of a resolution approving the price quotes from area lawn machinery vendors for the purchase of a new John Deere Z293M ZTrak Zero Turn Mower from Blanchard Equipment Company at the price of \$10,893.48 and the purchase of a new Exmark Lazer, E Series Zero Turn Mower from Andy's Lawn Machinery at the cost of \$10,995.05.

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

**Resolution, Quitclaim Deed for the Unopen Portion of Kisan Drive:** The Clerk of Council read the heading of a resolution approving the request made by Lighthouse Baptist Church for quitclaim conveyance from the City for the unopened Kisan Drive right-of-way accessing Kisan Plaza from Dean Forest Road.

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

**Adjournment:** There being no other agenda items to discuss, Mayor Bethune called for a motion to adjourn the meeting. Councilmember Campbell motioned to adjourn the meeting at approximately 6:45 p.m. The motion was seconded by Councilmember Ruiz and passed without opposition.

*Transcribed & submitted by: Clerk of Council*

*Accepted & approved by: City Council 5-16-22*

**SYNOPSIS**  
**Pre-Agenda Session**  
**Monday, May 2, 2022 – 5:30 p.m.**

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

**Attendees**

**Council Members:** Mayor Don Bethune, Mayor Pro-tem Bruce Campbell, Councilmember Marcia Daniel, 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; Cliff Ducey, Recreation Director; Mike Dick, Fire Chief; Yolanda Irizarry, HR Director; Jon Bayer, Public Works Director; Gil Ballard, Chief of Police, and Chris Snider, Systems Administrator.

**Review of Council Agenda Items:** The City Manager provided an overview of the items on the council agenda. The City Manager handed out the revised moratorium resolution to the City Council. He stated that anything after today would be put on hold. Mayor Bethune stated that we need to look at the industrial zones in the city and the distance between residential zones. He said people were trying to put up trucking companies illegally. The City Manager stated that we would be looking at the buffers, land use map, and comp plan.

Councilmember Morris asked if other issues with our ordinances and charter could be examined at this time. The City Manager said that the City Attorney is working on several ordinances that may address some of the problems.

The City Manager stated that the resolution for the ARPA / SLRF monies is a housekeeping item for us to claim the standard allowance of up to \$10 million, not to exceed the total amount of the City's fund allocation, for identifying the City's revenue loss to the Treasury Department. He said no projects had been designated yet. Councilmember Ruiz asked if the funds could be used for sidewalks. Councilmember Morris asked if the money would be divided up amongst the districts. Councilmember Morris asked for an email to be sent to the council on how the funds could be used. The City Attorney said the resolution lists the six allowable uses for the funds.

The City Manager stated that the City Council budgeted employees to receive a 2% cost of living adjustment (COLA) and an up to 3% merit pay increase for 2022. He stated that we are looking at doing the across-the-board 2% COLA in June and the performance merit pay increase in August.

Councilmember Daniel expressed concern about the number of fatalities occurring on Ogeechee Road. The Chief of Police stated that he would reach out to GDOT since it is a state route.

Mayor Bethune stated that the upgrade in landscaping done at the Oaks Subdivision looks good. He noted that the city had accepted the streets in the subdivision.

**Adjournment:** The Mayor and City Council unanimously adjourned the pre-agenda session at approximately 5:53 p.m.

*Transcribed & submitted by: Clerk of Council  
Accepted & approved by: City Council 5-16-22*

## SYNOPSIS

### City Council Workshop Monday, May 9, 2022 – 4:00 p.m.

**Call to Order:** Mayor Bethune called the meeting to order at approximately 4:00 p.m.

**Attendees:**

**Council Members:** Mayor Don Bethune, Mayor Pro-tem Bruce Campbell, Councilmember Marcia Daniel, Councilmember Debbie Ruiz, and Councilmember Kim Tice. Members Absent: Councilmember Richard Lassiter and Councilmember Natalyn Morris.

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

**Guests:** John Northup, Attorney from Bouhan Falligant, and Representatives from Thor Acquisition East.

**Website Proposal:** The City Manager presented a proposal to revamp the city's website. After a brief discussion, the City Council recommended staff move forward with placing the proposal on the May 16<sup>th</sup> council agenda.

**PC2209, Zoning Map Amendment (Highway 80 & Kelly Hill Road):** Attorney Northup stated that Thor Acquisition is the developer. They request to rezone four pieces of property owned by Brian Newberry from C-2 to I-1 for a Class A warehousing development with no outdoor container storage. He stated that this property is an island surrounded by industrial zoning. He noted some parcels at the end of Kelly Hill Road were zoned residential, but there would be no access off of Kelly Hill to affect those properties. All egress/ingress would be off of Highway. He stated that the proposed rezoning aligns with the city's character area map and future land use map. He noted that the areas along Highway 80 already consist of residential, commercial, and public uses. He stated that in October 2021, the City Council approved the rezoning of the Hicks tract from C-2 to I-1, which abuts residential. He noted that this property does not touch any residential properties.

Attorney Northup stated that a buffer is planned to shield Highway 80. He noted that you would only see it from Griffin Trucking Company. He said we ordered a traffic study because there were concerns about increasing traffic to the area at the Planning Commission Meeting. He stated that this property will get developed and if developed, heavy commercial, there will still be a traffic concern. He noted that this would be warehousing use with no container stacking yard. He stated that the facility would resemble a commercial office building with the truck port side configured away from Highway 80.

The City Manager stated that the Hicks property has one resident staying, so the developer had to meet the buffer requirements. He noted the size of the Highway 80 property limits the buffer.

Mayor Bethune stated that the Council has turned down several rezoning requests on Highway 80 for industrial. He noted that many of the properties along Highway 80 got rezoned to I-1 years ago. He stated

that he feels we are getting inundated with industrial. He said that residents don't want to see properties rezoned industrial. He stated that he finds it hard to vote for industrial.

Councilmember Campbell stated that he agreed with Mayor Bethune on the industrial rezonings.

Councilmember Ruiz stated that she lives in the Highway 80 area, and truck traffic is always cutting through the neighborhood from Highway 80 to Old Louisville Road. She said they are using our neighborhoods as cut-throughs.

Attorney Northup asked if anything could be done to approve the rezoning of Highway 80 / Kelly Hill Road properties. He inquired if the City Council would consider the rezoning if the developer put a berm in.

Mayor Bethune said there is too much industrial, and the residents aren't for it.

After a brief discussion, the consensus of the City Council was that the residents feel there are already too many industrial zoned properties on Highway 80.

Mayor Bethune thanked Attorney Northup and the representatives from Thor Acquisitions for attending the workshop.

The City Manager updated the meeting he attended about revitalizing the Farmers Market. He stated that a warehouse development is going in behind the Farmers Market. He noted that the developer met with the State Properties, and they have approved realigning Alfred Street and the entrance of the Farmers Market. Also, the developer is strongly considering putting in a road to the old Haynes School property. He stated that if the developer moves forward with the road, it will help access the Haynes property.

**Adjournment:** There being no other items to discuss, City Council unanimously adjourned the workshop at approximately 4:50 p.m.

*Transcribed & submitted by: Clerk of Council  
Accepted & approved by: City Council 5-16-22*

## REPORT TO MAYOR AND CITY COUNCIL

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: April 16, 2022

SUBJECT: *Fire Department April 2022 Report*

### Report in Brief

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

The operations detail contained in this report is for the Month(s) of April 1, of 2022, and all related information is current as of April 30, 2022.

Prepared by: Michele Johnson  
Title Assistant Fire Chief

Reviewed by: Mike Dick  
Title Chief of Fire

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Scott Robider, City Manager

Attachment(s)

## Calls for Service in April of 2022

There was a total of 211 calls for service in the month of April, 2022, for a total of 762 calls for service year to date.

### ***Current month's calls included:***

#### **Incident Type:**

Fire Incidents	9	Good Intent	19
First Responder	125	False Alarm	17
Vehicle Accident	20	Service Call	11
Hazardous Incident	8	Inspections/ Pre-Plan	
Weather Related	2	Public Education	1

## Department Activities/ Events

### **Department Training**

In April fire personnel reported a total of 466.75 hours of training resulting in an average of 21.21 hours of training per Firefighter.

FF Molinari attended Health and Safety Program manager & Incident Safety Officer at GPSTC on 4/4/2022 – 4/7/2022.

FF Koualczuk attended Fire Instructor 1 at Portwentworth Fire Department on 4/11/2022 – 4/15/2022. GCFD A, B, & C shifts began Learning Rope Rescue 1 training in house.

### **Department Activities/Events**

Chief Dick and personnel from GCFD responded to the tornado that touched down in Bryan County on 4/5/2022.

### **Fire Marshal's Office**

#### **Here's the break down for GCFM:**

Annual Inspection (initial inspection):	15
RE-Inspection:	57
Certificate of Occupancy:	1
Consultation Site Visit:	2

Fire Protection Equipment Inspection:	1
Pre-Plan	12
Occupational Tax Certificate (new tenant):	7
<b>Total number of Inspections:</b>	<b>103</b>

#### Plan Review

1514 Old Dean Forest Office	6hrs
140 Prosperity Drive	4hrs

#### Regulatory Fees: (Collected)

**April Fee Processed:** **\$9840.00**

**Year to Date:** **\$26,840.00**

### **Community Relations Activities/Events**

GCFD personnel taught BLS Provider to personnel on B shift throughout the month of April.

#### Looking Ahead

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

# REPORT TO MAYOR AND CITY COUNCIL

# AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: 5-11-2022

SUBJECT: POLICE DEPARTMENT MONTHLY STATUS REPORT

## Report in Brief

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

The operations detail contained in this report is for the month of April 2022.

Prepared by: Jeri Varnum

Title: Executive Assistant/Accreditation Manager

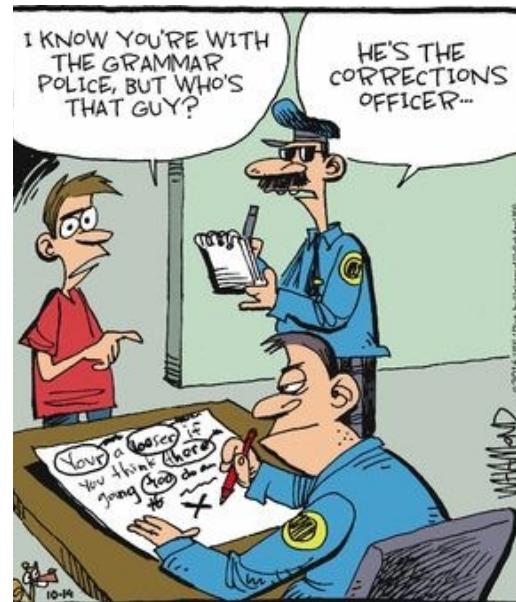
Reviewed by: Gilbert C. Ballard

Title: Chief of Police

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Scott Robider, City Manager

Attachment(s)



# Police Department - April 2022 Status Report

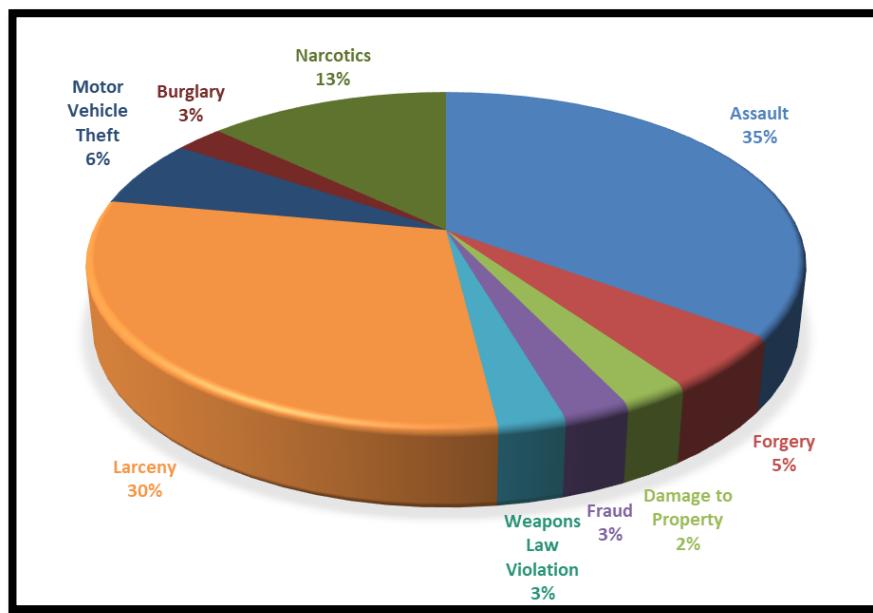
## Calls for Service

There was a total of 2,129 calls for service and self-initiated activity in the month of April 2022, for a total of 7,426 calls for service year to date.

## Adult & Juvenile Arrest/Charge Summary

Adult Arrests—123 Juvenile Arrests - 0

<u>Offenses</u>				
	Assault	27	Burglary	2
	Counterfeiting/Forgery	4	Damage to Property	2
	Fraud	2	Larceny	23
	Motor Vehicle Theft	5	Narcotics	10
	Weapons Violation	2	Homicide	0

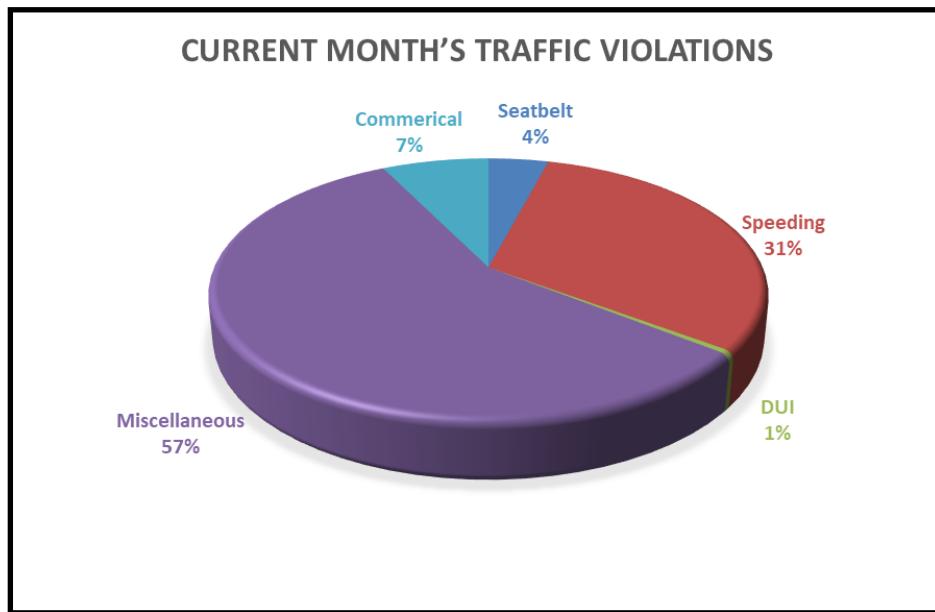


## Current Month's Top Criminal Violations by District

	Daniel District 1	Ruiz District 2	Morris District 3	Lassiter, Jr. District 4	Tice District 5
Assault	4	5	7	2	9
Burglary	0	1	0	0	1
Counterfeiting/Forgery	0	0	1	0	3
Damage to Property	0	0	1	1	0
Fraud	0	0	1	0	1
Larceny	4	3	6	5	5
MV Theft	0	2	1	0	2
Narcotics	2	0	3	1	4
Weapons Violation	0	0	1	1	0

**Traffic Violations** There was a total of 1,757 traffic violations during the month of April 2022.

<b>Traffic Violations Issued</b>	Speeding Violations	523	Fatalities	2
	Seat Belt Violations	69	Total Citations	1560
	DUI Citations	7	Written Warnings	197
	Miscellaneous Citations	961	Commercial Vehicle Citations	123



<b>Accidents</b>	Total Accident Reports	80		
	Public Roadway Accidents	62	Private Property Accidents	18

**Open Records Requests** The Garden City Records Clerk received and processed 372 Open Records requests for the month of April. A total of 1,488 Open Records Requests have been processed from January to April 30.

**Training** During the month of April, police personnel reported a total of 293 hours of training resulting in an average of 8 hours of training per Officer. Some of the special training classes the officers attended were: BolaWrap Instructor, BolaWrap Operator, Firearms Instructor, Cross Cultural Communication, Fingerprint Analysis, and Crisis Intervention.

#### **Items of Interest for April 2022**

- It's with great sadness that we said good bye to K-9 Arie. K-9 Arie served with the Garden City Police Department from 2013 through 2018, Arie loved coming to work as a Garden City Police Officer but more importantly, he loved catching bad guys and keeping the rest of us safe.
- A BIG thank you to Vulcan Materials Company for their generous donation and continued support with our outreach programs such as, Cops at bus stops and Chat with a Cop. Their donations make a great impact to our community.
- Congratulations to Officer Scott Butts who was awarded Garden City Police Department's Officer of the 2nd Quarter for 2022.
- The Garden City Police Department deployed a new technology, Bolo Wrap, to our officers. This small, yet powerful, tool will assist officers in safely and effectively controlling encounters, especially with those in mental crisis.
- The Garden City Police Department dropped off some goodie bags to our communications center for National Public Safety Telecommunicators week.
- The Police Department participated in the city wide trash pick up in the area of Pineland Drive.

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

**TO: THE HONORABLE MAYOR AND CITY COUNCIL      DATE: May 11, 2022**

**CT: Human Resources Department Report for April 2022**

**Report in Brief**

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

Prepared by: Yolanda Irizarry

Title: Human Resources Director

Reviewed by: \_\_\_\_\_

Title \_\_\_\_\_

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City Manager

## **Human Resources Department**

### **April Month-End Report**

#### **Recruitment/Positions Filled**

In addition to the continuous recruitment for Police Officers/Police Officer Recruits and Firefighters, the City has job opportunities for a Building Inspector, 1 Code Enforcement Officer, 1 Public Works Technician, and a Water and Sewer Repair Technician.

#### **New Hires**

The City welcomed two (2) new hires during the month of April: one individual was hired as Parks and Recreation Technician; the other individual was hired as IT Technician.

#### **Promotions/Milestones**

There were five (5) promotions during the month of April: four of them were at the Fire Department, one individual was promoted to Fire Sergeant, and three individuals were promoted to Fire Captains; the other promotion was at the Public Works Department, the individual was promoted to Crew Leader.

#### **Employment Terminations**

There were three (3) separation(s) from employment during the month of April (Full-time) – Executive, IT Department, and Public Works.

#### **City Employment**

The City ended the month of April with 101 full-time employees.

## **Additional Personnel Information Including Part-Time Employees**

This report normally covers the count for full- and part-time employees. In view of the current COVID-19 pandemic, included in the count below for City employees is part-time regularly scheduled, temporary, part-time casual/summer help (persons that have other employment and work as-needed), along with full-time employees.

<b>April</b>	
FULL TIME ONLY:	101
CONTRACTOR/TEMP:	0
PART-TIME/SEASONAL:	5
PART-TIME/CASUAL:	11

## **Employee Turnover Data Per Month**

<b>Month</b>	<b>Percent</b>
January	5%
February	4%
March	3%
April	2%
May	
June	
July	
August	
September	
October	
November	
December	

**Garden City Personnel Data**  
**New Hires – 2022**

Job Title	Hire Date
Chief of Fire	1/1/2022
Police Officer	1/18/2022
Firefighter	1/24/2022
Firefighter	1/31/2022
Deputy Clerk of Municipal Court	1/31/2022
Human Resources Director	2/14/2022
Firefighter	2/19/2022
GCIC Records Clerk	2/28/2022
Firefighter	3/12/2022
Firefighter	3/15/2022
Police Officer (3)	3/28/2022
Senior Center Assistant Manager(PT)	3/28/2022
Parks and Recreation Technician	4/25/2022
IT Technician	4/25/2022

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

**TO: THE HONORABLE MAYOR AND CITY COUNCIL      DATE: 5/11/22**  
**SUBJECT: *Technology Department Report for the Month of April***

**Report in Brief**

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

Prepared by: Chris Snider  
Title              System Administrator

Attachment(s)

### **Technology Report**

- Updated Antivirus software and Remote access software
- Installed new in SAN
- Started Process to move mail server to Microsoft 365
- Deployed 3 new desktop and 3 new laptops
- Hired New IT technician (AJ Kelling)

### **Building Maintenance**

- City Hall and PD Carpets cleaned
-

## REPORT TO MAYOR AND CITY COUNCIL

## AGENDA ITEM

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**      **DATE:** 05/16/2022

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

## **Report in Brief**

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

The operations detail contained in this report is for the month of April and all project related information is current as of 04/30/2022.

Prepared by: Lynnette S. Hymes  
Title Executive Assistant

Reviewed by: Jon Bayer  
Title Public Works Director

C. Scott Robider, City Manager

### Attachment(s)

## Department of Public Works



**Public Works Department**  
**Monthly Status Report**  
**Summary – April 2022**

**Operations & Maintenance:**

Public Works personnel completed 13 **Resident Requests**, and 286 **Work Orders** for the month of April.

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

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

**Storm Drainage:**

- 1. Ditch/Canal Maintenance: Dug – 2,000 ft.

**Streets:**

- Routine City Street and right of way shoulder maintenance/Pothole, Asphalt Repair

**Street Sweeping:**

- Street Sweeper Mileage – Sweeper Miles – 93.93
- Signs: Multiple Knockdowns/replacements - 33 Total

**Mixed Dry Trash Collection by City:**

- 14.11 Tons Collected / Removed

**Trees:** Cleaned up various debris piles through Zone 3 (Sharon Park/Woodlawn Terrace) associated with aftermath of storm. All debris cleaned up and removed. 705 Covington, Park @Sharon Park, 2303 Spivey, 5016 Pineland. Emergency response to move fallen tree out of roadway. Location: Park @ Sharon Park. Remove limbs from oak tree that were on fire due to unpermitted, out of control burn pile per Garden City Fire Department. Location: 135 Smith Ave. Cut tree leaning into road per direction of Code Enforcement. All debris cleaned up and removed. Location: 59 & 61 Russell Ave. Take down 2 maple tree clusters. All debris cleaned up and removed. Location: Canal on Smith Ave. Recover cleanup and remove 3 uprooted trees into canal. Location: Smith Ave., Canal. \$10,275.00 - Southeastern Tree Service, Inc.



## **Water Operations & Maintenance:**

94 Services Orders, 53 Work Orders

28.4 – Millions of Drinking Water for the Month of April 2022

### **Hydrant Services: 62**

### **Water Line Services: 40**

### **Located Services: 161**

### **Utility Services:**

- Meter Services: 39
- Connects: 42
- Disconnects: 42
- Delinquent Disconnects: 78

\* Maintenance Services consist of repairs made for leaks at the meter, register repairs, box or lid replacements, as well as, requested cleaning services for apartments.

## **Sewer Operations and Maintenance:**

- Gravity Main/Manhole Services: 55
- Lateral/Blockage Services: 13
- Sanitary Sewer Overflow Event: 0

## **Wastewater Treatment Plant and Water System**

### **EXECUTIVE SUMMARY**

- The treatment plant received a total of 1.64 inches of rain during the month and treated 26.4 million gallons.
- The max EFF daily flow for the treatment plant was 1.10 MGD on April 20, 2022.
- The water system withdrew a total of 28.4 MG from well facilities and used 0.79 MG from the Savannah Southbridge purchase system (Town Center Water System).

## REPORT TO MAYOR AND CITY COUNCIL

## AGENDA ITEM

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**DATE:** May 11, 2022

**SUBJECT: *Planning and Economic Development Permitting and Inspections Monthly Status Report***

## **Report in Brief**

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

The operations detail contained in this report is for April 2022 and all related information is current as of April 1, 2022.

Prepared by: Tonya Roper  
Title Staff

Reviewed by: \_\_\_\_\_  
Title \_\_\_\_\_

Scott Robider; City Manager

## Attachment(s)

## - Code Enforcement

## Planning and Economic Development Department

### Status Report

#### Summary – April 2022

## Permits

There were 48 permits issued during April 2022. ***They included:***

### New Construction Building Permits

- Please see attached sheet for listing of permits

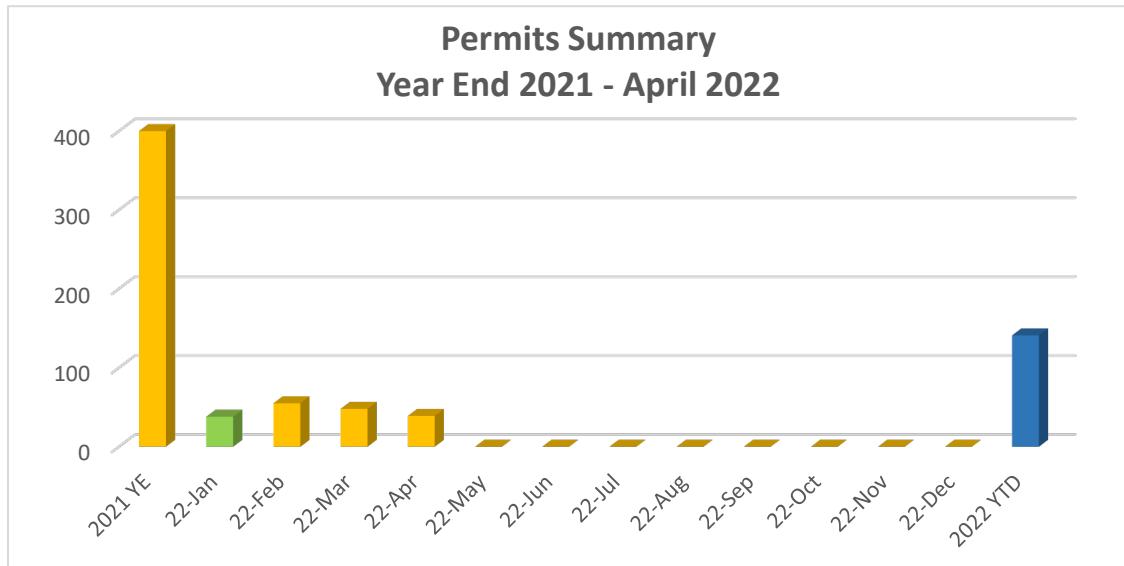
### Renovation/Expansion Building Permits

- Please see attached sheet for listing of permits

### Miscellaneous Permits

- Please see attached sheet for listing of permits

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



	<u>Number of Permits</u>
2021 Year End	466
Jan-22	38
Feb-22	55
Mar-22	48
Apr-22	39
May-22	
Jun-22	
Jul-22	
Aug-22	
Sep-22	
Oct-22	
Nov-22	
Dec-22	
2022 YTD	180

### **Inspections**

Inspections scheduled included:

- 4 Business License
- 35 Mechanical/Electrical/Plumbing
- 40 Building
- 8 Site (Property/Development/Preliminary/Demolition)

### **Code Enforcement Activity**

- 59 Courtesy Notice of Violations Issued
- 18 Signs
- 0 Sanitation Citations
- 72 Re-Inspections
- 24 Cases Closed (Compliance or Dismissed)
- 46 Vehicles Tagged Derelict or tagged for tow
- 11 Vehicles Towed
- 25 Vehicles Move by Owner or brought into compliance
- 0 Court Citations
- 14 Miscellaneous Inspections (Checking zoning, business license, permits)
- 0 Housing codes
- 0 Cease and Desist orders obtained
- 2 Warrants and Court Orders obtained
- 11 Properties that the City worked on (including cutting, cleaning, securing) and billed
- 0 Code Enforcement condemnations (placards posted – including unfit, unsecure, unsafe)
- 0 Stormwater Inspections
- 0 Stop Work Order Issues

## **New Business Licenses Issued**

**April 2022**

<b>Name</b>	<b>Address</b>	<b>Business Type</b>
Montgomery Development Company LLC	146 Smith Ave	New Single-Family Housing Construction
Facility South LLC	3 Rowe Ave	Janitorial Services/Site Prep Contractor
Christen Ivey dba Poppy Simplicity	4019 Augusta Rd Suite 206	Independent Artist

# Memorandum

To: Scott Robider  
From: Jonathan Trego – Code Officer  
Date: 5/11/2022  
Re: Council Report

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**The Code Enforcement Unit activity report for the month of April 2022 is as follows:**

**Signs- 18**

**Sanitation Citations- 0 (Sanitation Enforcement to Cease until further notice per CM)**

**Courtesy Notices and Violation Notices- 59**

**Re-inspections- 72**

**Cases Closed (Compliance or dismissed)- 24**

**Vehicles Tagged Derelict or tagged for tow- 46**

**Vehicles Towed-11**

**Vehicles MBO or brought into compliance- 25**

**Court Citations- 0**

**Misc. Inspections (including zoning insps., tax cert checks, permit checks, routine insps)- 14**

**Housing Codes- 0**

**Cease and Desist Orders obtained: 0**

**Warrants and other Court Orders obtained: 2**

**Properties that the City worked on (including cutting, cleaning, securing) and billed- 11**

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

**Stormwater Inspections (EPD): 0**

**Stop Work Orders Issued: 0**

## **Parks & Recreation 2022 April Report**



Picture from April 12<sup>th</sup> Garden City Bazemore Park, 10 and under "Eagles Game ready"

**TO: THE HONORABLE MAYOR AND CITY COUNCIL    DATE: April 11<sup>th</sup> 2022**  
**SUBJECT: *Parks & Recreation 2022 April Report***

### **Report in Brief**

The Parks & Recreation Monthly Status Report includes a summary of the monthly activities and projects of all divisions within the Department.

The operations detail contained in this report is for the Month of April 2022 and all related information is current as of May 11, 2022.

### **Parks & Recreation Department Status Report Summary - April 2022**

#### **Adult Programs Senior Center**

During April an average of 38 Senior Citizens per day attended/participated in adult programs at the Senior Center. We served 650 meals in April.



- April was busy. We celebrated the SR. Center's 34th anniversary on April 8th. **We had a picnic at Sharon Park with over 50 Seniors in attendance.** Game Night numbers were up and for our "Eat Out Night" the van was filled to capacity level. Baker McCullough Funeral Home visited with us and gave the Seniors info on living wills, trusts and advance Planning

**Sr. Citizen cookout at Sharon Park on April 19<sup>th</sup>**

## Sports Programs/Activities

During the month of April, 141 Youths participated in Garden City's Youth Sport Programs.

➤ **Upcoming Sports Programs/Events .... [Garden City Camp Eagle Summer Day Camp](#)**



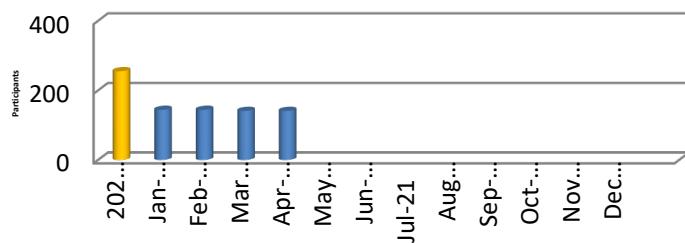
May 31 – July 29th

- [Camp Eagle Registration](#)
- [Register at Garden City Gym](#)
- [Monday – Friday 8:30am – 5pm](#)
- [\(Check, Money Order, Credit/Debit Card only\)](#)



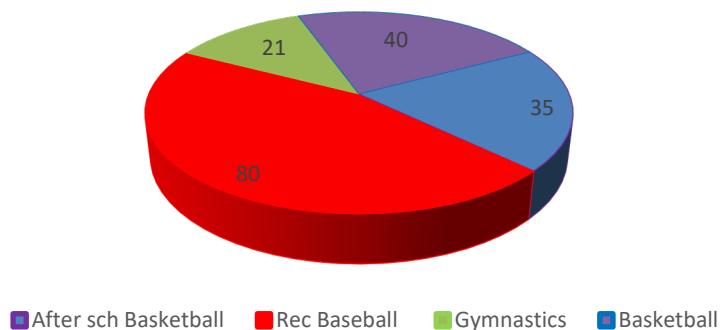
[Fun at Camp Eagle summer 2021](#)

### Recreation Programs/Activities Participation Summary April 2022



*The graphs are visual summaries of the number of participants in Garden City's Recreation*

### April Participation



Prepared by:

Cliff Ducey

Title

Parks & Recreation Director

ORDINANCE 2022-001

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF GARDEN CITY, GEORGIA, AS AMENDED, TO AMEND CODE SECTION 90-47(B) BY ADDING PARAGRAPH 66B PERMITTING THE REPAIR OF RECREATIONAL VEHICLES IN HEAVY INDUSTRIAL (I-2) ZONING DISTRICTS WITHIN THE CITY, AND ALSO PERMITTING THE INDOOR REPAIR OF RECREATIONAL VEHICLES IN MIXED-USE (M) ZONING DISTRICTS WITHIN THE CITY CONDITIONED UPON APPROVAL BY THE BOARD OF ZONING APPEALS; TO AMEND PARAGRAPH 72A OF SECTION 90-47(B) TO PERMIT RECREATIONAL VEHICLE SALES IN MIXED-USE (M) ZONING DISTRICTS WITHIN THE CITY CONDITIONED UPON APPROVAL BY THE BOARD OF ZONING APPEALS; 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 90-47(b) of the City's Code of Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts" is hereby amended by adding Paragraph (66b) permitting the repair of recreational vehicles in Heavy Industrial (I-2) zoning districts within the City, and also permitting the indoor repair of recreational vehicles in Mixed-Use (M) zoning districts within the City conditioned upon approval by the Board of Zoning Appeals. As added, said Paragraph 66b shall read as follows:

*"(66b) Repairing Recreational Vehicles: M(B) & I-2.*

Within Mixed-Use (M) zoning districts, all repair activities shall be conducted within an enclosed building on the premises.

Section 2: Section 90-47(a), Paragraph 66a, of the City's Code of Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts: Repairing Trucks, Manufactured Homes, Recreational Vehicles, and Trailers" is hereby amended to delete therefrom the use of repairing recreational vehicles which shall henceforth be provided for in Paragraph 66b. As amended, said Paragraph 66a shall read as follows:

*"(66a) Repairing Trucks, Manufactured Homes, and Trailers: I-2."*

Section 3: 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 recreational vehicle sales in Mixed-Use (M) zoning districts located within the City conditioned upon approval by the Board of Zoning Appeals. As amended, said Paragraph 72a shall read as follows:

"(72a) *Recreational Vehicle Sales: M (B) & I-2.*"

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

Section 5. This ordinance shall become effective on the date of passage.

ADOPTED this the 2nd day of May, 2022.

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RHONDA FERRELL-BOWLES  
Clerk of Council

RECEIVED AND APPROVED this the 2<sup>nd</sup> day of May, 2022.

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DON BETHUNE  
Mayor

Read first time:

Read second time and approved:

**A RESOLUTION TO APPROVE THE CITY OF GARDEN, CHATHAM COUNTY, TO EXTEND THE EXISTING SERVICE DELIVERY STRATEGY AGREEMENT UNTIL OCTOBER 31, 2026; TO AUTHORIZE THE MAYOR TO EXECUTE A GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS FORM 5 CERTIFICATION FOR EXTENSION OF EXISTING SERVICE DELIVERY STRATEGY AND ANY OTHER DOCUMENTATION THAT MAY BE REQUIRED FOR THE EXTENSION OF CURRENT CHATHAM COUNTY SERVICE DELIVERY STRATEGY; AND, FOR OTHER PURPOSES.**

**WHEREAS**, the governing authority of the City of Garden City, Georgia, is the Mayor and Council; and,

**WHEREAS**, the City has entered into a Service Delivery Strategy (SDS) Agreement with Chatham County and the other municipalities of Chatham County; and,

**WHEREAS**, the current Service Delivery Strategy Agreement that was approved by the Georgia Department of Community Affairs on December 13, 2016, is set to expire on October 31, 2026; and,

**WHEREAS**, Chatham County is required to update and submit its Comprehensive Plan to the Georgia Department of Community Affairs on or before October 31, 2026, and that updating, pursuant to O.C.G.A. § 36-70-20, triggers the requirement to update or extend the current Service Delivery Strategy Agreement; and,

**WHEREAS**, the City of Garden City, Chatham County, Georgia, and the other municipalities of Chatham County desire to extend the existing Service Delivery Strategy Agreement until October 31, 2026; and,

**WHEREAS**, this resolution will benefit the health, safety, and welfare of the residents of the City of Garden City, Georgia.

**NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED THAT** the City of Garden City, Georgia, hereby authorizes the Mayor to execute a Georgia Department of

Community Affairs Form 5 Certification for Extension of Existing SDS and any other documentation that may be required for the extension of the current Chatham County Service Delivery Strategy until October 31, 2026.

**So Resolved**, this 16th day of May, 2022.

**CITY OF GARDEN CITY, GEORGIA**

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**Rhonda Ferrell-Bowles, Clerk of Council**

**Received and Approved**, this 16<sup>th</sup> day of May, 2022.

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**Don Bethune, Mayor**

**A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENGAGE THE PROFESSIONAL SERVICES OF GRANICUS, LLC, TO REDESIGN AND UPGRADE THE CITY'S WEBSITE AND TO CONTINUE PROVIDING HOSTING, LICENSING, AND SUPPORT PRODUCTS AND SERVICES FOR SUCH WEBSITE PURSUANT TO A MASTER SUBSCRIPTION AGREEMENT, AND FOR OTHER PURPOSES.**

WHEREAS, Garden City, Georgia, is desirous of engaging the professional services of Granicus, LLC, to furnish the services and products necessary to redesign and upgrade the City's website, and to continue providing hosting, licensing, and support products and services for such website, all pursuant to a Master Subscription Agreement attached hereto as Exhibit 1 pursuant to which certain products and services of Granicus, LLC, are offered to the City for acceptance through the submission of work orders; and,

WHEREAS, Granicus, LLC, is well-qualified to provide such products and services, having previously provided same to the City on satisfactory basis; and,

WHEREAS, Granicus, LLC, has submitted for execution by the City, a work order to furnish the services and products necessary to redesign and upgrade the City's website for the amount of \$14,300.00, and to continue providing hosting, licensing, and support products and services for the website for a period of 48 months commencing May 22, 2022, for an annual fee of \$18,795.00 for the first year, \$19,734.75 for the second year, \$20,721.49 for the third year, and \$21,757.56 for the fourth year (an annual fee of \$17,900.00 being prorated for the period running from the date of the effective date of this Resolution through May 21, 2022), all in accordance with the terms of the above-mentioned Master Agreement, which work order is more than adequate with respect to both the scope and price of the work, and is attached hereto as Exhibit 2;

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

1. The City shall engage the professional services of Granicus, LLC, to furnish the services and products necessary to redesign and upgrade the City's website and to continue providing hosting, licensing, and support products and services as described and priced in the work order attached hereto as Exhibit 2, all in accordance with the terms and provisions of the Master Subscription Agreement attached hereto as Exhibit 1.
2. The City Manager is hereby authorized to execute, on behalf of the City, the Master Subscription Agreement attached hereto as Exhibit 1 as well as the work order attached hereto as Exhibit 2 describing the scope of the products and services being furnished and setting forth the prices and terms of payment for same.
3. The City shall fund the cost of the work set forth in the attached work order attached hereto as Exhibit 2 through funds in its General Fund budgeted for the Information Technology Department's Code Enforcement/Permitting System upgrade.

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

SO RESOLVED this 16th day of May, 2022.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this 16th day of May, 2022.

DON BETHUNE, Mayor

## Master Subscription Agreement

This Master Subscription Agreement (“**Agreement**”) is made by and between the party procuring Granicus Products and Services (“**Client**”) and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (“**Granicus**”). Client and Granicus may each be referred to herein as “Party” or collectively as “Parties”.

By accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus’ sole discretion. Notification to Client will be via email or posting to the Granicus website.

### 1. Definitions.

In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

**“Agreement Term”** means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

**“Extension Term”** means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

**“Granicus Products and Services”** means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis (“Software-as-a-Service” or “SaaS”), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

**“Initial Term”** shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Client for the first duration of performance that Client has access to Granicus Products and Services.

**“Order”** means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services.

**“Order Term”** means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for, Granicus Products and Services.

**“Statement of Work” or “SOW”** means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties’ performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

**“Support”** means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

### 2. Ordering and Scope

**2.1. Ordering Granicus Products and Services.** The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

- 2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.
- 2.3. Future Functionality.** Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. Cooperative Purchasing.** To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.

### **3. Use of Granicus Products and Services and Proprietary Rights**

- 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Client as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use").
  - 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.
  - 3.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.
  - 3.2.3. Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.
    - 3.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
  - 3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

### **3.2.5. Granicus Subscriber Information for Communications Cloud Suite only**

- 3.2.5.1.** **Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.
- 3.2.5.2.** Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- 3.2.5.3. Data Obtained through the Granicus Advanced Network**
  - 3.2.5.3.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
  - 3.2.5.3.2.** Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.
  - 3.2.5.3.3.** **Opt-In.** During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

### **3.3. Restrictions.** Client shall not:

- 3.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

- 3.3.2.** Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
- 3.3.3.** Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
- 3.3.4.** Client must not use the Services as a door or signpost to another server.
- 3.3.5.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;
- 3.3.6.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
- 3.3.7.** Use the Granicus Products and Services for any unlawful purposes;
- 3.3.8.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
- 3.3.9.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
- 3.3.10.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 3.4. Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.
- 3.5. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

#### 4. Payment

- 4.1. Fees.** Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).
- 4.2. Disputed Invoiced Amounts.** Client shall provide Granicus with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Client's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Client's acceptance of the content of such invoice.
- 4.3. Price Increases.** Any price increases not negotiated in advance shall be provided by Granicus to Client at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

## 5. Representations, Warranties and Disclaimers

- 5.1. **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 5.2. **Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.
- 5.3. **Disclaimers.** EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

## 6. Confidential Information

- 6.1. **Confidential Information.** It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

- 6.2. **Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

**6.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.

**6.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

## 7. Term and Termination

**7.1. Agreement Term.** The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.

**7.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.

**7.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

**7.4. Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, Client shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.

**7.5. Survival.** All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

## 8. Limitation of Liability

**8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

**8.2. LIMITATION OF LIABILITY.** EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

## 9. Indemnification

**9.1. Indemnification by Granicus.** Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus

Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

**9.2. Indemnification by Client.** Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law.

**9.3. Defense.** With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

## 10. General

**10.1. Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

**10.2. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

**10.3. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

**10.4. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

**10.5. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

**10.6. No Third-Party Beneficiaries.** Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

**10.7. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other

nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended.

**10.8. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

**10.9. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, Minnesota.

**10.10. Entire Agreement.** This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the corresponding purchase order information (including a purchase order number) to Granicus upon the creation of such a purchase order. Client agrees that a failure to provide Granicus with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus pursuant to Section 4.1 above.

**10.11. Reference.** Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

**10.12. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

WHEREFORE, the parties hereto have executed this Master Subscription Agreement under seal on this \_\_\_\_ day of May, 2022.

GARDEN CITY, GEORGIA

By: \_\_\_\_\_  
Scott Robider, City Manager

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

GRANICUS, LLC

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

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

## EXHIBIT 2

DocuSign Envelope ID: 0CEAC909-8409-4943-A94D-4E87BDE3224E



Order Form  
Garden City, GA

### PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	Quantity/Unit	Prior Annual Fee
govAccess - Maintenance, Hosting, & Licensing Fee - Core	0 Each	\$7,871.85
<b>SUBTOTAL:</b>		<b>\$7,871.85</b>

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
OpenCities CMS Design	Upon Delivery	1 Each	\$5,000.00
Training - OpenCities	Upon Delivery	1 Each	\$1,200.00
Site Improvement Credit	Up Front	40 Each	(\$4,400.00)
OpenCities Content Migration	Upon Delivery	1 Each	\$2,500.00
OpenCities SaaS License - Setup and configuration package	Milestones - 25/25/25/25	1 Each	\$10,000.00
OpenForms Team License - Setup and Configuration Package	Milestones - 25/25/25/25	1 Each	\$0.00
Workflow add on for OpenForms team plan - Setup and configuration	Up Front	1 Each	\$0.00
TEAMS Additional Users - Setup and Configuration	Up Front	5 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$14,300.00</b>



Order Form  
Garden City, GA

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
OpenCities SaaS License	Annual	1 Each	\$10,000.00
OpenForms Team License	Annual	1 Each	\$3,700.00
OpenForms Team License - Workflow add on	Annual	1 Each	\$3,000.00
OpenForms additional users	Annual	5 Each	\$1,200.00
<b>SUBTOTAL:</b>			<b>\$17,900.00</b>

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages. Additional volume purchased will cover the period of 05/22/2021 - 05/21/2022. The additional volume and annual fees will be added to Garden City, GA's standard subscription and will be included in the next renewal period.



Order Form  
Garden City, GA

## FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	Year 2	Year 3	Year 4	Year 5
OpenCities SaaS License	\$10,500.00	\$11,025.00	\$11,576.25	\$12,155.06
OpenForms Team License	\$3,885.00	\$4,079.25	\$4,283.21	\$4,497.37
OpenForms Team License - Workflow add on	\$3,150.00	\$3,307.50	\$3,472.88	\$3,646.52
OpenForms additional users	\$1,260.00	\$1,323.00	\$1,389.15	\$1,458.61
<b>SUBTOTAL:</b>	<b>\$18,795.00</b>	<b>\$19,734.75</b>	<b>\$20,721.49</b>	<b>\$21,757.56</b>

## PRODUCT DESCRIPTIONS

Solution	Description
OpenCities SaaS License	The OpenCities platform allows you to launch modern, easy to use websites that evolve to put the needs of your community at the centre. The SaaS License includes:- All OpenCities out of the box functionality (excluding optional/premium modules priced separately)- Platform setup and full project management- Managed cloud hosting via Microsoft AzureGov- Ongoing security updates- Ongoing product updates and enhancements- WCAG AA Accessibility maintained perpetually- 99.9% up-time guarantee and 24/7 support for Priority 1 issues (per SLA)- Comprehensive SLA and Support Ticketing systemSee full service agreement for details.
OpenCities CMS Design	This is a design package tailored for unique city requirements. Requires scoping by implementation.
OpenForms Team License	OpenForms is a digital forms builder specifically designed for Government. Government services can be complicated, but the experience for the residents accessing them shouldn't have to be. OpenForms is perfect for the business of government, with capabilities that will help you convert complex, multi-page forms and processes into simple, step-by-step online forms that adjust based on customers responses. The Team plan enables powerful form building for up to: 5 users, 50 published forms. Key features include:- Drag and drop form builder- Display logic and calculations- Payments- Insights dashboard- Form analytics- Support team access- Save responses- Unlimited responses- Data connections and API access- Up to: 10GB file uploads, 1,000 web API calls per hourThis package does not include premium features such as workflow, workspaces, form versioning or custom documents. For these features, please consider OpenForms Enterprise.
OpenForms Team License - Workflow add on	With workflow, once a resident hits submit on a form, OpenForms will allow you to set up multiple stages with automatic or decision based transitions to manage form response workflows.
Training - OpenCities	OpenCities training session for up to 20 people, covering one of these topics: 1. Site Admin training 2. Content Publisher Training3. Power Publisher training
OpenForms additional users	Additional users for the OpenForms Team plan

Solution	Description
Site Improvement Credit	<p>Site Improvement Credits may only be used towards the cost of govAccess site improvement projects. Site Improvement Credits are non-refundable and may not be redeemed as partial credits. Site Improvement Credits are redeemed as of the date of signature of this document for the products noted only and may not be substituted for other Solution(s).</p> <p><i>Note: Cancellation of Order does not reactivate Site Improvement Credits redeemed.</i></p>
OpenCities Content Migration	<p>Content Migration DeliveryOnce we have agreed upon a strategy and a timeline, our team of migrators will work to deliver your project by the designated deadline. At the end, you will receive:</p> <ul style="list-style-type: none"> <li>Access to the system with all agreed pages moved over</li> <li>A recap document that details anything your team should know about what we migrated as well as recommendations</li> <li>Client Responsibilities</li> <li>Completion of an AIM Spreadsheet (provided by OpenCities) listing all pages in hierarchical order classified as either Archive, Improve or Migrate (or purchase the Content Rationalization package add on)</li> <li>Identify individual or team with the ability to clarify questions and promptly make decisions about migration questions</li> <li>Provide a desired folder structure for files (if contracted)</li> <li>What's IN scope?? Content managed within your current CMS?</li> <li>Documents/images (if contracted)</li> <li>What's NOT in scope? Anything within an iFrame or embedded HTML content?</li> <li>Dynamic content pulled from other systems?</li> <li>Content not managed within CMS? JavaScript, CSS, or other custom code?</li> <li>Interactive web forms and/or single page applications?</li> <li>Written content within image/diagram?</li> <li>Content contained inside a PDF file?</li> <li>Documents and images on pages marked "Archive"</li> </ul>
OpenCities SaaS License - Setup and configuration package	<p>Installation and setup of OpenCities SaaS, including an assigned Project Manager during the implementation phase.</p>
OpenForms Team License - Setup and Configuration Package	<p>Setup and configuration of OpenForms Team License (5 users, 50 forms)</p>
Workflow add on for OpenForms team plan - Setup and configuration	<p>Setup and configuration of workflow for OpenForms Team License</p>



Order Form  
Garden City, GA

Solution	Description
TEAMS Additional Users - Setup and Configuration	Additional Users for the OpenForms Teams plan

Order #: Q-174897  
Prepared: 03/14/2022

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## TERMS & CONDITIONS

- Link to Terms: [https://granicus.com/pdfs/Master\\_Subscription\\_Agreement.pdf](https://granicus.com/pdfs/Master_Subscription_Agreement.pdf)
- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties for the Terminating and/or Existing Subscriptions listed herein. All such prior agreements between the parties are hereby void and of no force and effect.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Garden City, GA to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.
- **Updates to Shared Short Codes for SMS/Text Messaging:**  
Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.
- **Billing Frequency Notes (Milestones - 25/25/25/25):** A payment equal to 25% of the total upon completion of the kick-off call; A payment equal to 25% of the total upon Granicus' delivery of the draft homepage design concepts to the Client; A payment equal to 25% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; A payment equal to 25% of the total upon Completion; provided, however that the Client has completed training. If the Client has not completed training, then Granicus shall invoice the Client at the earlier of: completion of training or 21 days after Completion.



Order Form  
Garden City, GA

## BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: If PO required	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-174897 dated 03/14/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

## AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Garden City, GA		Granicus	
Signature:		Signature:	 DocuSigned by: <b>Maxwell Buccelli</b> <small>38B8FA370A1842C...</small>
Name:		Name:	Maxwell Buccelli
Title:		Title:	Manager, Contracts
Date:		Date:	3/14/2022