

A G E N D A
City Council Meeting
Monday, October 5, 2020 – 6:00 p.m.

➤ **OPENING**

- **Call to Order**
- **Invocation by Pastor Jonathan Phillips, Silk Hope Baptist Church**
- **Pledge of Allegiance**
- **Roll Call**

➤ **PUBLIC HEARINGS**

- **Alcoholic Beverage License Application:** Receipt of public comment on an alcoholic beverage license application made by Dixal Patel to sell wines, beer and/or malt beverages at TRISHU LLC (d/b/a Garden City Chevron), 1210 U.S. Highway 80, Garden City, Georgia.
- **Alcoholic Beverage License - Manager Application:** Receipt of public comment on an alcoholic beverage license application made by Yuridia Maldonado to sell spirituous liquors (by the drink), beer and/or malt beverages at La Chalupa Mexican Restaurant, 5200 Augusta Road, Garden City, Georgia.

Speaking to a Public Hearing Item Protocol

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

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

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

Procedures for Conducting Public Hearings on Proposed Zoning Decisions:

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

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

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

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

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

➤ **APPROVAL OF CITY COUNCIL MINUTES**

- Consideration of the Pre-agenda Session Minutes (9/21/20) and City Council Minutes (9/21/20).

➤ **CITY MANAGER REPORT**

- Status Report: City Hall and City Facilities Reopening to the Public

➤ **ITEMS FOR CONSIDERATION**

- **Ordinance, Zoning Text Amendment (Child Care / Kindergartens):** First reading of an ordinance to amend the zoning ordinance of Garden City, Georgia, as amended; to amend Paragraph 14 and 15 Section 90-47(B) to permit day nurseries, kindergartens and child care centers in all mixed-use zoning districts located within the City; to repeal all ordinances in conflict herewith; to provide an effective date; and for other purposes.
- **Ordinance, Zoning Map Amendment (1301 Junction Avenue):** First reading of an ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended to rezone certain property owned by Mike Howard located at 1301 Junction Avenue in Garden City, Georgia, from its present zoning classification of "R-2" to a "C-2" zoning classification; to repeal all ordinances in conflict herewith; to provide an effective date; and for other purposes.
- **Resolution, Department of Justice Grant (CESF) (Police Department):** A resolution by the Mayor and Council to authorize acceptance of an award of a Coronavirus Emergency Supplemental Funding Program Grant to the City's police department in the amount of \$36,321.00 from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance; to amend the City's FY2020 General Fund Budget and FY2020 police department budget to accurately reflect the receipt and appropriation of the grant funds; and for other purposes.
- **Resolution, Police Department Supplemental Appropriation:** A resolution by the Mayor and Council to amend the FY2020 General Fund Budget to provide for a supplemental appropriation in the amount of \$25,000.00 to the police department for the purpose of funding certain unanticipated and unbudgeted expenditures associated with addressing the sudden rise in gun violence within certain areas of the City, and to concurrently amend the FY2020 Police Department Budget with respect to such funding.
- **Resolution, Comcast Master Service Agreement (Ethernet):** A resolution by the Mayor and Council to authorize the execution of a master services agreement and first amendment by and between the City of Garden City and Comcast Cable Communications Management, LLC, for ethernet telecommunications connectivity services, and for other purposes.
- **Resolution, House Bill 1203 – Repeal of Georgia's Citizen Arrest Law:** A resolution by the Mayor and Council to support Georgia House Bill No. 1203 calling for the repeal, with certain exceptions of Title 17, Chapter 4, Article 4, of the Official Code of Georgia Annotated authorizing arrest by private persons; and for other purposes.
- **Alcoholic Beverage License Application:** Consideration by Mayor and Council of an alcoholic beverage license application made by Dixal Patel to sell wines, beer and/or malt beverages at TRISHU LLC (d/b/a Garden City Chevron), 1210 U.S. Highway 80, Garden City, Georgia.

- **Alcoholic Beverage License - Manager Application:** Consideration by Mayor and Council of an alcoholic beverage license application made by Yuridia Maldonado to sell spirituous liquors (by the drink), beer and/or malt beverages at La Chalupa Mexican Restaurant, 5200 Augusta Road, Garden City, Georgia.

➤ **RECEIPT OF INFORMAL PUBLIC COMMENT:**

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

Informal Public Comment – Speaker Protocol

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

➤ **ADJOURN**



The City of Garden City, Georgia
 100 Central Avenue, Garden City, Georgia 31405
 Phone: 912.966.7777 Fax: 912.966.2735

COPY

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Date Filed 06/17/2020
 For the Year 2020
 Expires on December 31 of the above year

Check type of License	License Fee
<input type="checkbox"/> Spirituous Liquors (Package)	\$2,722.00
<input type="checkbox"/> Spirituous Liquors (by the drink)	\$2,722.00
<input checked="" type="checkbox"/> Beer and/or malt beverages	\$682.00
<input checked="" type="checkbox"/> Wines	\$236.00
<input checked="" type="checkbox"/> Advertising Cost	\$75.00

*Should have been 1/2 off.
 \$459 + \$75 = \$534*

Total: \$ 993.00

- 1) Name of (proposed) business: TRISHU LLC
- 2) Location of business: 1010 U.S HWY 80 GARDEN CITY GA 31408
- 3) Mailing address: SAME AS ABOVE
- 4) Zoning District: CHATHAM
- 5) Business phone: (912) 9106-1288
- 6) Emergency phone: (314) 233-8844
- 7) Applicant Name: DIXAL PATEL Age 33
- 8) Applicant's Home Address: 107 SPOONBILL CIR SAVANNAH GA 31405
- 9) Home phone: [REDACTED]
- 10) Ever held similar license? NO Year _____
- 11) Date of E _____
- 12) SSN [REDACTED]



The City of Garden City, Georgia
100 Central Avenue, Garden City, Georgia 31405
Phone: 912.966.7777 Fax: 912.966.2735

THIS PAGE FOR OFFICE USE ONLY

Application received by Katei Draegs Date 7/13/20

POLICE DEPARTMENT REVIEW

Fingerprinted by OK for license - SKD Date 9/13/20

Separate report submitted to the City Administrator:

[Signature] Date 9/15/20
Police Chief

Public Hearing held on _____

Date advertised in Savannah Morning News _____

Action of Council Approval Denial

License(s) Issued + _____ Date _____

January +



The City of Garden City, Georgia
100 Central Avenue, Garden City, Georgia 31405
Phone: 912.966.7777 Fax: 912.966.2735

COPY

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Date Filed _____

For the Year _____

Expires on December 31 of the above year

Check type of License

License Fee

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

1/2 off 6 months SKD
\$1702
+ 75.00

Total: \$

paid cash

- 1) Name of (proposed) business: Lachalupa Mexican Restaurant
- 2) Location of business: 5200 Augusta Rd Garden City GA 31408
- 3) Mailing address: 5000 Augusta Rd Garden City GA 31408
- 4) Zoning District: Garden city
- 5) Business phone: _____
- 6) Emergency phone: 912 678-1731
- 7) Applicant Name: Yuridia Maldonado Age: 44
- 8) Applicant's Home Address: 14 La Fayette Ct Port Went Worth GA 31407
- 9) Home phone: [REDACTED]
- 10) Ever held similar license? Yes Year: 2014
- 11) Date of: _____
- 12) SSN: _____



The City of Garden City, Georgia
100 Central Avenue, Garden City, Georgia 31405
Phone: 912.966.7777 Fax: 912.966.2735

THIS PAGE FOR OFFICE USE ONLY

Application received by Katei Drgl Date 6/3/20

POLICE DEPARTMENT REVIEW

Fingerprinted by OK For License -SKD Date 9/9/20

Separate report submitted to the City Administrator:

[Signature] Date 9/15/20

Police Chief

Public Hearing held on _____

Date advertised in Savannah Morning News _____

Action of Council Approval Denial

License(s) Issued + _____ Date _____

SYNOPSIS
City Council Pre-agenda Session
Monday, September 21, 2020 – 5:00 p.m.

Call to Order: Mayor Bethune called the pre-agenda session to order at 5:00 p.m. and gave the opening prayer.

Attendees:

Council Members: Mayor Bethune, Councilmember Daniel, Councilmember Lassiter, Councilmember Morris, Councilmember Ruiz and Councilmember Tice. Absent: Mayor Pro-tem Bessie Kicklighter (out-of-town)

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

FY2019 Audit Presentation by Mauldin & Jenkins: Miller Edwards and Trey Scott, partners with Mauldin & Jenkins gave an overview of the FY2019 audit report.

Finance / Budget: Finance Director presented the Revenue & Expenditures Report as of 8/31/20. She reported all funds are performing as expected.

Memorandum of Agreement – Highway 21 Corridor Study: City Manager gave an overview of the project proposal with the Savannah-Chatham County Metropolitan Planning Organization (MPO) to study the existing and future parcel access along Highway 21. The need for this study is related to the anticipated redevelopment activities that are expected to occur as a result of the new school complex being planned for the southwest quadrant of the intersection of Priscilla D. Thomas Way and Highway 21. The study's estimated cost is \$150,000 of which \$120,000 will be paid for by the MPO through the Federal fund that are distributed to the MPO for these type studies. A local match of \$30,000 is required from the City and this match figure is consistent with the City's FY2020 budget. A resolution to authorize the City to execute an agreement with the MPO to perform the study is included in the council agenda packet for consideration.

Memorandum of Agreement – Comprehensive Plan Update: City Manager stated this is to request a Professional Planning Services Agreement with the Chatham County – Savannah Metropolitan Planning Commission (MPC) to assist the City with its Five-year Update to the City's existing 2016 Comprehensive Plan. This update exercise is required by the State of Georgia to ensure that the City retains its Qualified Local Government status as it relates to grants, loans, etc. from State of Georgia agencies such as GEFA and GDOT. The MPC's proposed fee to assist the City is \$9,600 for the entire project. As such, it is recommended that we enter into an agreement with the MPC to complete this project by its deadline of October 31, 2020. A resolution to authorize the City to execute a Professional Planning Services Agreement with MPC to assist the City with the project is included in the council agenda packet for consideration.

Contractor Award – Prosperity Drive Water/Sewer Project: City Manager stated that the low bidder was Griffin Contracting at the bid amount of \$1,673,776.20. This project is being undertaken to bring the water supply from the west side of Dean Forest Road to the east side of Dean Forest Road such that two proposed warehouse projects can commence construction. City Manager gave an overview of the project’s cost sharing plan by the two developers based on the Development Agreements that each of the Developers enter into with the City. The Development Agreements require the City to manage and oversee the construction work performed by Griffin Contracting. The City will accomplish this task by engaging Thomas & Hutton Engineers to provide construction observation, oversight and administration services for the project at an estimated fee of \$99,770.00 for the 12-month duration of the project. These funds will be provided by the Water/Sewer Fund. A resolution to award the contract to Griffin Contracting is included in the council agenda packet for consideration.

Contractor Award – Drainage Improvement Projects (Azalea Avenue / Camellia Avenue & Leon Village Drive): City Manager stated that the low bidder was Preferred Site Construction in the bid amount of \$94,700.00. This project is for drainage improvements in the areas of Azalea Avenue / Camellia Avenue and Leon Village Drive. The project will be funded using SPLOST and Stormwater Funds that are available in the FY2020 Budget. A resolution to award the contract to Preferred Site Construction is included in the council agenda packet for consideration.

Traffic Signals & Poles – Chatham Parkway at Telfair Place: City Marshal gave an overview of the incident that occurred on August 19th at the intersection of Chatham Parkway and Telfair Place. This is the second incident at this same location where previous damage occurred by a dump truck owned by a different company on June 16th. Currently, Hoffman Electric is in the process of securing the necessary equipment required to return the intersection to its full capacity prior to the incident. Staff will be working with our Risk Specialist from Georgia Municipal Association to formulate and collect all costs from the insurer of the negligent part.

Census 2020 Update: Officer Barbara O’Neal gave an update on the census 2020 count activities. She stated the numbers are looking good. The Census Bureau will be doing one last big push over the next several remaining days to try to reach those who have not completed the census.

The City Manager gave a brief overview of items listed on the council agenda. City Manager introduced Jon Bayer as the City’s Interim Public Works Director.

There being no further items to discuss, the Mayor and City Council adjourned the pre-agenda session at approximately 5:36 p.m.

Transcribed & submitted by: Clerk of Council
Accepted & approved by: City Council 10-5-20

MINUTES

City Council Meeting Monday, September 21, 2020 – 6:00 p.m.

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

Opening: Pastor Dale Simmons, Jasper Springs Baptist Church gave the invocation and Mayor Bethune led City Council in the pledge of allegiance to the flag.

Roll Call

Council Members: Mayor Bethune, Councilmember Daniel, Councilmember Lassiter, Councilmember Morris, Councilmember Ruiz and Councilmember Tice. Absent: Mayor Pro-tem Bessie Kicklighter.

Mayor Bethune stated that Mayor Pro-tem Kicklighter is out-of-town having tests run.

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

Public Hearings

PC2014, Rezoning Request: Mayor Bethune opened the public hearing to receive public comment on a request by Michael W. Howard, property owner, to rezone 1301 Junction Avenue from R-2 to C-2 for proposed use as a showroom for L & H Industrial Services, Inc.

City Manager stated that this is an existing business that wants to expand their showroom. Both staff and the Planning Commission recommend approval of the rezoning request.

Councilmember Ruiz stated that the residents in the area are also in favor of the rezoning.

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

PC2015, Zoning Text Amendment: Mayor Bethune opened the public hearing to receive public comment on an ordinance to amend the zoning ordinance of Garden City, Georgia, as amended; to amend Paragraph 14 and 15 Section 90-47(B) to permit Day Nurseries Kindergartens and child care centers in all mixed-use zoning districts located within the City; to repeal all ordinances in conflict herewith; to provide an effective date; and for other purposes.

City Marshal gave a brief overview of the ordinance. He stated that the Planning Commission recommended approval of the zoning text amendment.

Mayor Bethune asked if there was anyone in the audience who wished to speak for or against the zoning text amendment. There being no further questions or comments, Mayor Bethune closed the public hearing.

Alcoholic Beverage License Application (Mini-mart): Mayor Bethune opened the public hearing to receive public comment on an alcoholic beverage license application made by Payal S. Shah to sell wines, beer and/or malt beverages at Mini-mart, 403 M U.S. Highway 80, Garden City, Georgia.

Chief of Police stated that the applicant met all of the requirements.

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

Alcoholic Beverage License - Manager Application (Mini-mart): Mayor Bethune opened the public hearing to receive public comment on an alcoholic beverage license manager application made by Helen Edenfield to sell wines, beer and/or malt beverages at Mini-mart, 403 M U.S. Highway 80, Garden City, Georgia.

Chief of Police stated that the applicant met all of the requirements.

Mayor Bethune asked if there was anyone in the audience who wished to speak for or against the alcohol manager's license application. There being no questions or comments, Mayor Bethune closed the public hearing.

Garden City Comprehensive Plan Update: Mayor Bethune stated that the purpose of this public hearing is to brief the community on the process to be used to develop the plan, opportunities for public participation in development of the plan, and to obtain input/comments on the proposed planning process. After this first public hearing is complete, the City may begin the process of developing the plan.

Ms. Jackie Jackson with the Metropolitan Planning Commission gave an overview of the process to update the City's Comprehensive Plan. She stated that an important part of the plan update is that you have to have input from the community. She stated that this is a year long process with an adoption deadline of October 2021.

Mayor Bethune stated that he set in on the last comprehensive plan update and there were a lot of ideas discussed by the stakeholder committee.

There being no further questions or comments from the audience or City Council, Mayor Bethune closed the public hearing.

City Council Minutes: Councilmember Tice made a motion to approve the Pre-agenda Session Minutes (8/17/20), City Council Meeting Minutes (8/17/20) and the Special Called Council Meeting Minutes (8/27/20). The motion was seconded by Councilmember Ruiz and passed without opposition.

City Manager Report: City Manager stated that the staff reports for the month of August are included in the agenda packet.

City Marshal reported that we are continuing to operate as we have been in over the last several months within the established COVID-19 requirements (i.e. social distancing, hand sanitizing, etc.). City Marshal stated that the recreation department is starting to make a come back.

Councilmember Daniel asked if the city's court system was back logged due to COVID-19. Chief of Police stated that there was no back log and we are moving through the process quite well.

Items of Consideration

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

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

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

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

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

Resolution, MPC Memorandum of Agreement (Highway 21 Corridor Study): Clerk of Council read the heading of a resolution by the Mayor and Council to authorize the City to enter into a memorandum of understanding with the Savannah-Chatham County Metropolitan Planning Organization for assistance in administering funds in the amount of \$120,000 awarded to the City by the Federal Highway Administration for the purpose of conducting an Access Management Study for State Highway 21 between SR 25 and Grange Road in connection with redevelopment activities to be generated by the construction of the new school complex planned for the Groves High School site; to authorize the City to pay the required local match for the project; to authorize the City Manager to take such action and executed all documents necessary to carry-out terms and provisions of the Memorandum of Understanding.

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

Resolution, MPC Memorandum of Agreement (Comprehensive Plan Update): Clerk of Council read the heading of a resolution by the Mayor and Council to approve a professional planning services agreement with the Chatham County Metropolitan Planning Commission to provide assistance to the City with updating the City's existing 2016-2036 Comprehensive Plan; to authorize the City Manager to execute the agreement and to take such action as is necessary to carry out the terms and provisions thereof.

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

Resolution, Contract Award (Prosperity Drive Water/Sewer Project): Clerk of Council read the heading of a resolution by the Mayor and Council to award a contract to Griffin Contracting for the bid amount of \$1,673,776 for the installation of certain water system improvements extending public water service to two (2) warehouse facilities to be constructed on the East side of Dean Forest Road; that Division (1) and Division (2) of the contract work shall be funded by the proceeds of a previously approved Georgia Environmental Finance Authority loan; to authorize the City Manager to negotiate and execute said contract.

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

Resolution, Contract Award – Drainage Improvement Projects (Azalea/Camellia and Leon Village): Clerk of Council read the heading of a resolution by the Mayor and Council to award a contract to Preferred Site Construction for the bid amount of \$94,700 for the repair of portions of the Azalea Avenue and Camellia Avenue drainage system, and for the replacement of components of the Leon Village drainage improvements; to authorize the City Manager to negotiate and execute said contract.

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

Alcoholic Beverage License Application (Mini-mart): Consideration by the Mayor and Council of an alcoholic beverage license application made by Payal S. Shah to sell wines, beer and/or malt beverages at Mini-mart, 403 M U.S. Highway 80, Garden City, Georgia.

Councilmember Ruiz made a motion to approve the alcoholic beverage license. The motion was seconded by Councilmember Daniel and passed without opposition.

Alcoholic Beverage License - Manager Application (Mini-mart): Consideration by the Mayor and Council of an alcoholic beverage license manager application made by Helen Edenfield to sell wines, beer and/or malt beverages at Mini-mart, 403 M U.S. Highway 80, Garden City, Georgia.

Councilmember Ruiz made a motion to approve the alcoholic beverage manager's license application. The motion was seconded by Councilmember Daniel and passed without opposition.

Informal Public Comment: Mayor Bethune reported that no one signed up to address city council.

Adjournment: There being no further items for discussion, Mayor Bethune called for a motion to adjourn the meeting. Councilmember Ruiz made a motion to adjourn the meeting at approximately 6:27 p.m. The motion was seconded by Councilmember Daniel and passed without opposition.

*Transcribed & submitted by: Clerk of Council
Accepted & approved by: City Council 10/5/20*

ORDINANCE 2020 - 010

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF GARDEN CITY, GEORGIA, AS AMENDED; TO AMEND PARAGRAPHS 14 AND 15 OF SECTION 90-47(B) TO PERMIT DAY NURSERIES, KINDERGARTENS, AND CHILD CARE CENTERS IN ALL MIXED USE ZONING DISTRICTS LOCATED WITHIN THE CITY; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1: Section 90-47(b), Paragraph 14 of the City's Code of Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts: Day Nurseries and Kindergartens," and Section 90-47(b), Paragraph 15 of the City's Code of Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts: Child Care Centers," are hereby amended to permit day nurseries, kindergartens, and child care centers to operate in all mixed use zoning districts within the City. As amended, said Paragraphs 14 & 15, shall read as follows:

"(14)Day nurseries and kindergartens: R-A(B), R-2(B), R-I-N, C-1, C-2(B), C-2A(B),C-2A(B&W)(B), & M. The following regulations shall apply to this use:

- a. One hundred square feet of outdoor play space shall be provided for each child in districts requiring Board of Appeals approval. In other districts, 100 square feet of outdoor play space is required per child in any group using the play area at one time.
- b. Such uses shall only be permitted on a lot or plot of ground which abuts a collector street or a major arterial. The Board of Appeals shall be authorized to waive this requirement for uses with no more than 75 children if on the basis of evidence presented it finds that the traffic to be generated by a particular use can be accommodated on other streets without creating traffic congestion and traffic hazards on such streets which would be detrimental to the neighborhood served by such other streets.
- c. The architectural character, including the orientation and exterior appearance of any structure, shall be characteristic of the neighborhood within which such structure is located.

- d. Such use shall provide at least one parking space for each two employees, plus one additional space for each ten children.
- e. Where an abutting use is residential, a visual buffer shall be provided and regularly maintained so as to shield all parking areas, play areas and outdoor activity areas from the abutting property. Such buffer shall consist of trees or other vegetation of such height and depth as determined by the Board of Appeals, or an appropriately designed fence or wall or a combination thereof.
- f. One non-illuminated sign not to exceed three square feet in area shall be permitted in residential districts; provided that, where such use is adjacent to or directly across from a nonresidential use or district, the Board of Appeals may allow a principal use sign of up to 12 square feet in area when it is located on the side of the property facing the nonresidential use or district."

(15) Child Care Center: R-2(B), R-I-N, C-1, C-2(B), C-2A(B), C-2A(B&W) (B) & M. The following regulations shall apply to this use:

- a. One hundred square feet of outdoor play space shall be provided for each child in districts requiring Board of Appeals approval. In other districts, 100 square feet of outdoor play space is required per child in any group using the play area at one time.
- b. Such uses shall only be permitted on a lot or plot of ground which abuts a collector street or a major arterial. The Board of Appeals shall be authorized to waive this requirement if on the basis of evidence presented it finds that the traffic to be generated by a particular use can be accommodated on other streets without creating traffic congestion and traffic hazards on such streets which would be detrimental to the neighborhood served by such other

streets. Approval for any center established requiring access along a residential or lesser classified street shall be limited to a maximum of 75 children during the daytime hours and no greater than 50 children between the hours of 9:00 p.m. and 6:00 a.m.

- c. The architectural character, including the orientation and exterior appearance of any structure, shall be characteristic of the neighborhood within which such structure is located.
- d. Such use shall provide at least one parking space for each two employees, plus one additional space per each ten children.
- e. There shall be no onsite recreation activities after 9:00 p.m. or later than one hour after dark, whichever occurs first.
- f. Where an abutting use is residential, a visual buffer shall be provided and regularly maintained so as to shield all parking areas, play areas and outdoor activity areas from the abutting property. Such buffer shall consist of trees or other vegetation of such height and depth as determined by the Board of Appeals, or an appropriately designed fence or wall or a combination thereof.
- g. One non-illuminated sign not to exceed three square feet in area shall be permitted in residential districts; provided that where such use is adjacent to or directly across from a nonresidential use or district, the Board of Appeals may allow a principal use sign of up to 12 square feet in area when it is located on the side of the property facing the nonresidential use or district. Exterior drawings, graphics or pictorials are prohibited."

Section 2. Subsection (f) of Section 90-49 of the

City's Code of Ordinances, entitled "Designation of Mixed-Use Districts, Permitted Uses" is hereby amended by deleting Subparagraph (d) of Paragraph (2) which currently excludes day nurseries and kindergartens from mixed-use zoning districts, and by replacing it with the following:

"(f) (2) Permitted Uses; Civic Functions:

(d) Public and private schools, including day nurseries , kindergartens and child care centers."

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

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

ADOPTED this _____ day of _____, 2020.

RHONDA FERRELL-BOWLES
Clerk of Council

RECEIVED AND APPROVED this the _____ day of _____, 2020.

DON BETHUNE
Mayor

Read first time:
Read second time and approved:

ORDINANCE NO. 2020-011

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND MAP OF GARDEN CITY, GEORGIA, AS AMENDED TO REZONE CERTAIN PROPERTY OWNED BY MIKE HOWARD LOCATED AT 1301 JUNCTION AVENUE IN GARDEN CITY, GEORGIA (CHATHAM COUNTY TAX PARCEL NUMBER 6-0802-05-019), FROM ITS PRESENT ZONING CLASSIFICATION OF "R-2" TO A "C-2" ZONING CLASSIFICATION; 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 of the same that:

Section 1: That the zoning ordinance and zoning map of Garden City, Georgia, as amended, be amended so that the following described property presently owned by Mike Howard located at 1301 Junction Avenue in Garden City, Georgia, be rezoned from its present "R-2" zoning classification to a zoning classification of "C-2":

ALL that certain lot, tract, or parcel of land situate, lying, and being in the 8th G. M. District of Chatham County, Georgia, being shown as a portion of the eastern part of Farm Lot No. Two (2) in Carpenter Tything, Decker Ward, on a plat of survey dated June 12, 1943, prepared by Henry Y. Glenn, Georgia Registered Land Surveyor, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book B, Page 223, said plat of survey being incorporated herein by reference and being made a part hereof for better determining the metes, bounds, courses, and distances of the subject property which is designated thereon as property of Mrs. G. P. Manning, Jr., and is bounded as follows: On the North by Old Louisville Road; on the East by Farm Lot No. One (1); on the South by a tract measuring

0.982 acres; and, on the West by the western portion of Farm Lot No. Two (2).

Property Identification Number: 6-0802-05-019

Property Address: 1301 Junction Avenue, Garden City, Georgia 31408

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

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

ADOPTED this 5th day of October, 2020.

RHONDA FERRELL-BOWLES,
Clerk of Council

RECEIVED AND APPROVED this the 5th day of October, 2020.

DON BETHUNE, Mayor

Read first time:

Read second time and approved:

RESOLUTION

A RESOLUTION AUTHORIZING ACCEPTANCE OF AN AWARD OF A CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM GRANT TO THE CITY'S POLICE DEPARTMENT IN THE AMOUNT OF \$36,321.00 FROM THE U. S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE; TO AMEND THE CITY'S FY2020 GENERAL FUND BUDGET AND FY2020 POLICE DEPARTMENT BUDGET TO ACCURATELY REFLECT THE RECEIPT AND APPROPRIATION OF THE GRANT FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the United States Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) has established the Coronavirus Emergency Supplemental Funding (CESF) Program to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus; and,

WHEREAS, the BJA has approved an award to the Garden City Police Department in the amount of \$36,321.00 for the FY2020 CESF Program; and,

WHEREAS, the City's Police Department intends to use the FY2020 CESF funds to implement an on-line police reporting system for public use and to purchase new body cameras to help with the City's response to COVID-19; and,

WHEREAS, an amendment to the City's General Fund Budget for an increase of \$36,321.00 is needed to adjust the projected revenue being appropriated to the City's Police Department for the purchase of said body cameras and on-line police reporting system;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, as follows:

1. The Mayor and Council hereby approves the acceptance of FY2020 CESF Program Funds from the BJA in the amount of \$36,321.00 to be used to help with the City's response to COVID-19 through the implementation of an on-line police reporting system for public use and the purchase of new police body cameras.
2. The City Manager is hereby authorized to accept, on behalf of the City, the FY2020 CESF Program funds and to execute all documents and take all steps necessary to implement this authorization and CESF Program requirements and objectives.
3. The Mayor and Council hereby approves an adjustment to the City's FY2020 General Fund Budget for an increase of \$36,321.00 in order to accurately reflect the City's receipt of the grant funds and a supplemental appropriation to the City's FY2020 Police Department Budget in the same amount for the above-mentioned purchases of police equipment.

ADOPTED by the Mayor and Council of Garden City, Georgia, this 5th day of October, 2020.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this ____ day of October, 2020.

DON BETHUNE, Mayor

RESOLUTION

A RESOLUTION TO AMEND THE FY2020 GENERAL OPERATING FUND BUDGET TO PROVIDE FOR A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$25,000.00 TO THE POLICE DEPARTMENT FOR THE PURPOSE OF FUNDING CERTAIN UNANTICIPATED AND UNBUDGETED EXPENDITURES ASSOCIATED WITH ADDRESSING THE SUDDEN RISE IN GUN VIOLENCE WITHIN CERTAIN AREAS OF THE CITY, AND TO CONCURRENTLY AMEND THE FY2020 POLICE DEPARTMENT BUDGET WITH RESPECT TO SUCH FUNDING.

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia:

WHEREAS, a supplemental appropriation from the General Operating Fund in the amount of \$ 25,000.00 has been requested by the Chief of the Police Department to fund certain expenditures which are immediately necessary to address the sudden rise in gun violence within certain areas of the City, which expenditures, because of their unanticipated nature, were not included in the FY2020 Police Department Budget;

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of Garden City, Georgia, in regular session assembled, do approve an amendment and supplemental budget appropriation to the FY2020 Police Department Budget in the amount of \$ 25,000.00 to fund the unbudgeted and unanticipated expenses associated with developing a protection and mitigation plan to reduce the sudden and dramatic rise in gun violence within certain areas of the City, such plan including, but not limited to, the purchase of surveillance cameras, license plate readers, informational signage, and crime tip software. The source of said funding shall be the FY2020 General Operating Fund, undesignated and unreserved fund balance.

Adopted by the Mayor and Council of the City of Garden City, Georgia, this 5th day of October, 2020.

RHONDA FERRELL
Clerk of Council

Received and approved this 5th day of October, 2020.

DON BETHUNE, Mayor

RESOLUTION

A RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER SERVICES AGREEMENT AND FIRST AMENDMENT BY AND BETWEEN THE CITY OF GARDEN CITY AND COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, FOR ETHERNET TELECOMMUNICATIONS CONNECTIVITY SERVICES, AND FOR OTHER PURPOSES.

WHEREAS, the telecommunications connectivity which is currently being provided by Comcast Cable Communications Management, LLC (“Comcast”) to the City at municipal facilities located at 100 Central Avenue, 2 Bud Brown Drive, and 2498 U.S. Highway 80 in Garden City, is not sufficient to facilitate the services which are being provided to the public by City personnel at such locations; and,

WHEREAS, the City therefore desires to enter into a 36-month (3-year) Master Services Agreement (MSA), with Comcast for improved ethernet telecommunications connectivity services to the above-mentioned municipal building locations, said Agreement having attached thereto a First Amendment providing for the termination of the Agreement in the event of the non-appropriation of City funds; and,

WHEREAS, Comcast is the sole provider of such services given that the fiber infrastructure to be used for the improved service is currently already in place at the above-mentioned locations; and,

WHEREAS, the Director of Information Technology has recommended the execution of the Agreement and the First Amendment; and,

WHEREAS, the City’s Finance Director has certified the availability of funds for purchasing of said services for which there will be a continuation of a recurring monthly charge which is currently \$3,647.82 and which shall be \$3,897.70 under the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that the City Manager and Clerk of Council are hereby authorized to execute the attached Master Services Agreement and First Amendment thereto with Comcast Cable Communications Management Company, LLC, for the supply of ethernet telecommunications connectivity services to the City’s municipal facilities located at 100 Central Avenue, 2 Bud Brown Drive, and 2498 U.S. Highway 80, in Garden City, in accordance with the terms and provisions of the Agreement commencing and ending on the dates specified therein, at the recurring monthly charge of \$3,897.70.

ADOPTED AND APPROVED this 5th day of October, 2020.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this 5th day of October, 2020.

DON BETHUNE, Mayor

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: GA-22359126-CKarl	MSA Term: 36 months	Customer Name: City of Garden City
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CUSTOMER INFORMATION

Primary Contact: Benjamin Brengman	<u>Primary Contact Address Information</u>
Title: IT Manager	Address 1: 100 Central Avenue
Phone: (912) 966-7777	Address 2:
Cell: (912) 963-2773	City: Garden City
Fax:	State: GA
Email: bbrengman@gardencity-ga.gov	Zip Code: 31405

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page, (2) General Terms and Conditions, (3) PSA(s) and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <https://business.comcast.com/terms-conditions-ent> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy (Privacy Policy) located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Order, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER SIGNATURE (by authorized representative)

Signature:

Name:

Title:

Date:

COMCAST USE ONLY (by authorized representative)

Signature:

Sales Rep: Christopher Karle

Name:

Sales Rep Email: christopher_karle@comcast.com

Title:

Region: Big South

Date:

Division: Central

FIRST AMENDMENT
to
Comcast Enterprise Services Master Services Agreement No. GA-22359126-CKarl

This First Amendment (“Amendment”) is concurrently entered into on September 1, 2020 (“Effective Date”) in conjunction with the Comcast Enterprise Services Master Services Agreement No. GA-22359126-CKarl (“Agreement”) by and between Comcast Cable Communications Management, LLC (“Comcast”) and City of Garden City (“Customer”), individually referred to herein as “Party” and jointly referred to as “Parties”. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

Whereas, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed.

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Article 9.9 is hereby added to the Comcast Enterprise Services General Terms and Conditions (“General Terms and Conditions”) to read as follows:

“Non-Appropriation of Funds. Customer warrants and represents that it is a government entity for purposes of procurement under the applicable state procurement laws. In the event Customer is unable to secure funds or if funds are not appropriated by the applicable local, state or federal agency for performance during any fiscal period of the term of a Sales Order, such Sales Order may be terminated (“Termination”) by the Customer upon written notification to Comcast, to include a copy of the non-appropriation of funds notification, as of the beginning of the fiscal year for which funds are not appropriated or otherwise secured. In the event Customer terminates a Sales Order under this “Non-Appropriation of Funds” provision, neither Party shall have any further obligation to the other Party, excepting Customer shall be responsible for the payment of any and all unpaid charges for Services rendered and for Comcast equipment, and, any and all unpaid capital expenses incurred by Comcast on behalf of the applicable Sales Order, all of which are to be paid by Customer to Comcast in accordance with Article 3.2 herein. The capital expenses amount set forth hereunder shall be reduced by the total amount of NRC and MRC already paid to Company by Customer under the Agreement at the time of Termination. Customer hereby agrees to notify Comcast in writing as soon as it has knowledge that funds are not available for the continuation of the performance as set forth in the Sales Order, for any fiscal period under the applicable Sales Order Term.”

2. In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question.
3. Except as expressly modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect and are hereby ratified and confirmed by the Parties.

Amendment No. GA-22359126-CKarl/A1

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties.

City of Garden City

Comcast Cable Communications Management, LLC

Signature:		Signature:	
Printed Name:	Ron Feldner	Printed Name:	
Title:		Title:	
Date:		Date:	

In Process

CUSTOMER INFORMATION (for notices)

Primary Contact: Benjamin Brengman City: Garden City Phone: (912) 966-7777
 Title: State: GA Cell: (912) 963-2773
 Address 1: 100 Central Avenue Zip: 31405 Fax:
 Address 2: Allowable Contract Date: Email: bbrengman@gardencity-ga.gov
 Contract Generated Date: 08/26/2020

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 36

SUMMARY OF SERVICE CHARGES*

Total Ethernet Monthly Recurring Charges: \$ 3,897.70
 Total Trunk Services Monthly Recurring Charges: \$ 0.00
 Total Off-Net Monthly Recurring Charges: \$ 0.00
Total Monthly Recurring Charges (all Services): \$ 3,897.70

SUMMARY OF STANDARD INSTALLATION FEES

Total Ethernet Standard Installation Fees*: \$ 597.00
 Total Trunk Services Standard Installation Fees: \$ 0.00
 Total Off-Net Standard Installation Fees: \$ 0.00
Total Standard Installation Fees (all Services): \$ 597.00

SUMMARY OF CUSTOM INSTALLATION FEES

Total Custom Installation Fee: \$ 0.00
 Amortized Custom Installation Fee \$ 0.00

SUMMARY OF EQUIPMENT FEES

Total Monthly Recurring Ethernet Equipment Fees: \$ 0.00
 Total Monthly Recurring Trunk Services Equipment Fees: \$ 0.00
Total Monthly Recurring Equipment Fees (all Services): \$ 0.00

*Note: Charges identified in the Service Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, USF fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fee prior to the installation of Service.

GENERAL COMMENTS

In Process

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <https://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

E911 NOTICE

Comcast Business Class Trunking Service may have the E911 limitations specified below:

- The National Emergency Number Association (NENA), a 911 industry organization that makes recommendations for standardized services relating to E911, has issued guidelines that state "The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations." To facilitate Customer's compliance with these guidelines and with associated state and local requirements related to provision of Automatic Location Information (ALI) for E911 services, Comcast offers two options:
 - Comcast will send to the ALI database or Subscriber Location Database (SLDB) the main billing telephone number and the main address provided by Customer; or
 - Customer may choose to sign up for up to 10 Emergency Location Information Numbers (ELINs) that Customer could assign to zones within Customer's premises that would be separately identified to the E911 call taker. The location information, such as a specific floor, side of a building, or other identifying information, could assist emergency responders to more quickly reach the appropriate location. Customer is solely responsible for programming its PBX system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises. Comcast will send the assigned ELINs to the ALI or SLDB database, as is appropriate.
- Many jurisdictions require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer bears sole responsibility to ensure that it identifies and complies with all such requirements. In any event, if Customer does not maintain E911 records in a timely and accurate manner, the E911 call taker may not receive proper location information, and emergency responders may be delayed or even prevented from timely reaching the caller's location.
- Battery Back Up - The Integrated Access Device (IAD) provided by Comcast is not equipped with battery backup. It is Customer's responsibility to ensure adequate back-up power is provided to ensure service continuity during a power outage, as employees would otherwise be unable to use the Services, including dialing 9-1-1, when power is unavailable.
- Calls using the Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- All questions should be directed to 1-800-391-3000. E911 Service, Private Branch Exchange, and Direct Inward Dial Service.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)

COMCAST USE ONLY (by authorized representative)

Signature:	Signature:	Sales Rep:	Christopher Karle
Name: Ron Feldner	Name:	Sales Rep E-Mail:	christopher_karle@comcast.com
Title:	Title:	Region:	Big South
Date:	Date:	Division:	Central



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

ETHERNET SERVICES AND PRICING

Account Name: City of Garden City

Date: August 26, 2020

MSA ID#: GA-22359126-CKarl

SO ID#: GA-22359126-CKarl-17698109

Short Description of Service:

Service Term (Months): 36

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
1	New	Add	EDI-ENI-GIGE	Port	100 CENTRAL AVE-City of Garden City 100 CENTRAL AVE					\$ 0.00	\$ 199.00
2	New	Add	EDI-1000	1000 Mbps	100 CENTRAL AVE-City of Garden City 100 CENTRAL AVE				Interstate	\$ 2,325.70	\$ 0.00
3	New	Add	IPv4 Static Address Block /29 (6)	Static IP Block	100 CENTRAL AVE-City of Garden City 100 CENTRAL AVE					\$ 25.00	\$ 0.00
4	New	Add	EQP FEE	Equipment Fee	100 CENTRAL AVE-City of Garden City 100 CENTRAL AVE					\$ 0.00	\$ 0.00
5	New	Add	EDI-ENI-10100	Port	2 BUD BROWN DR-City of Garden City 2 BUD BROWN DR					\$ 0.00	\$ 199.00
6	New	Add	EDI-100	100 Mbps	2 BUD BROWN DR-City of Garden City 2 BUD BROWN DR				Interstate	\$ 748.50	\$ 0.00
7	New	Add	IPv4 Static Address Block /29 (6)	Static IP Block	2 BUD BROWN DR-City of Garden City 2 BUD BROWN DR					\$ 25.00	\$ 0.00
8	New	Add	EQP FEE	Equipment Fee	2 BUD BROWN DR-City of Garden City 2 BUD BROWN DR					\$ 0.00	\$ 0.00
9	New	Add	EDI-ENI-10100	Port	2498 US HWY 80-City of Garden City 2498 US HWY 80					\$ 0.00	\$ 199.00
10	New	Add	EDI-100	100 Mbps	2498 US HWY 80-City of Garden City 2498 US HWY 80				Interstate	\$ 748.50	\$ 0.00
11	New	Add	IPv4 Static Address Block /29 (6)	Static IP Block	2498 US HWY 80-City of Garden City 2498 US HWY 80					\$ 25.00	\$ 0.00
12	New	Add	EQP FEE	Equipment Fee	2498 US HWY 80-City of Garden City 2498 US HWY 80					\$ 0.00	\$ 0.00

* Services Location Details attached **Performance Tier Matrix Attached (For On-Net to On-Net or On-Net to Off-Net)	Total	Service Charges: \$ 3,897.70 Equipment Fees: \$ 0.00	\$ 597.00
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In Process



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Account Name:
MSA ID#:
SO ID#:
Date:

Line	Location Name / Site ID	Address 1	Address 2	City	State	Zip Code	DeMarc Location	Extend to DeMarc (Yes/No)	Inside Wiring (Yes/No)	Technical / Local Contact Name	Technical / Local Contact Phone #	Technical / Local Contact Email Address	Technical Contact On Site (Yes/No)	Satellite Location (Y/N)
1	2498 US HWY 80-City of Garden City	2498 US HWY 80		GARDEN CITY	GA	31302								No
2	100 CENTRAL AVE-City of Garden City	100 CENTRAL AVE		GARDEN CITY	GA	31405								No
3	2 BUD BROWN DR-City of Garden City	2 BUD BROWN DR		GARDEN CITY	GA	31408								No

In Process

Comcast Enterprise Services Sales Order Form
Ethernet Transport Services
Performance Tier (PT) Matrix

Metro	AUG	PA	CAR	CNM	CSC	CGA	CO	DAL	ETN	FPA	ATL	BOS	CHI	PHL	HOU	INDP	IND	JAC	MI	MAT	MTN	MN	NAL	NCA	OR	SFL	SCA	STN	SWF	SWT	UT	WA	WNE
Augusta GA (AUG)	PT1	PT3	PT3	PT4	PT2	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT4	PT4	PT2	PT3	PT2	PT3	PT4	PT3	PT3	
Central & Western PA (PA)	PT3	PT1	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT3	PT4	PT2							
Central Arkansas (CAR)	PT3	PT3	PT1	PT3	PT3	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	
Central New Mexico (CNM)	PT4	PT3	PT3	PT1	PT4	PT3	PT2	PT2	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT4	
Charleston (CSC)	PT2	PT3	PT3	PT4	PT1	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT2	PT3	PT3	PT4	PT3
Coastal Georgia (CGA)	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT2	PT2	PT2	PT3	PT4	PT3
Colorado (CO)	PT3	PT3	PT2	PT2	PT3	PT3	PT1	PT2	PT4	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3
Dallas (Dal)	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT1	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3
Eastern Tennessee (ETN)	PT3	PT3	PT3	PT4	PT3	PT3	PT4	PT3	PT1	PT3	PT2	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT4	PT4	PT4
Florida Panhandle (FPA)	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT4	PT2	PT4	PT2	PT2	PT3	PT3	PT4	PT3
Greater Atlanta (ATL)	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT2	PT2	PT2	PT1	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT3
Greater Boston (BOS)	PT3	PT2	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT4	PT1
Greater Chicago (CHI)	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2
Greater Phil. & New Jersey (PHL)	PT3	PT2	PT3	PT2	PT2	PT2	PT1	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT2							
Houston (HOU)	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3
Independence (INDP)	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT2	PT3	PT2	PT2	PT3										
Indiana (IND)	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT3	PT2									
Jacksonville (JAC)	PT2	PT3	PT3	PT3	PT1	PT1	PT3	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT2	PT3	PT3	PT4	PT3
Michigan (MI)	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT1	PT2	PT2	PT2	PT3	PT2									
Mid-Atlantic (MAT)	PT3	PT2	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT1	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT2							
Middle Tennessee (MTN)	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT1	PT3	PT3	PT3	PT3	PT3
Minnesota (MN)	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT1	PT3										
Northern AL (NAL)	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT1	PT4	PT4	PT3	PT4	PT2	PT2	PT2	PT3	PT4	PT3
Northern CA (NCA)	PT4	PT4	PT3	PT3	PT4	PT4	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT1	PT2	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT4
Oregon & SW Washington (OR)	PT4	PT4	PT3	PT3	PT4	PT4	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT2	PT1	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT4
South Florida (SFL)	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT4	PT4	PT1	PT4	PT3	PT2	PT3	PT3	PT4	PT3
Southern California (SCA)	PT3	PT4	PT3	PT3	PT4	PT4	PT2	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT2	PT2	PT4	PT1	PT4	PT4	PT3	PT2	PT2	PT4
Southern TN & North GA (STN)	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT2	PT4	PT4	PT3	PT4	PT1	PT3	PT2	PT3	PT4	PT3
Southwest Florida (SWF)	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT1	PT3	PT3	PT4	PT3
SW TN & Northern MS (SWT)	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT1	PT3	PT3	PT3	PT3
Utah (UT)	PT4	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT3	PT1	PT2	PT4	PT4
Washington (WA)	PT3	PT4	PT3	PT3	PT4	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT2	PT2	PT4	PT2	PT4	PT3	PT2	PT1	PT4	PT4
Western New England (WNE)	PT3	PT2	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT4	PT1

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET DEDICATED INTERNET SERVICES**

ATTACHMENT IDENTIFIER: Ethernet Dedicated Internet, Version 1.8

The following additional terms and conditions are applicable to Sales Orders for Comcast's Ethernet Dedicated Internet Service:

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

“**Estimated Availability Date**” means the target date for delivery of Service.

“**HFC Network**” means a hybrid fiber coax network

“**Interconnection Facilities**” means transmission capacity provided by Comcast, Customer or a third-party supplier to extend the Comcast Equipment from a Comcast terminal to any other location (e.g., a local loop provided by a local exchange company or other communications company).

“**Off-Net**” means geographical locations that are outside of Comcast's service area and/or geographical locations that are within Comcast's service area generally, but are not readily accessible by Comcast network facilities. All Off-Net Services are provided by third-party service providers. Off-Net Services provisioned over a fiber optic network are referred to as “**Off-Net Fiber**.”

“**On-Net**” means geographical locations where Comcast currently provides Services through its Comcast network. On-Net Services may be provisioned over a fiber optic network (“**On-Net Fiber**”), or via a HFC Network (“**On-Net HFC**”), as available through Comcast.

“**Service(s)**” means Ethernet Dedicated Internet Services.

ARTICLE 1. SERVICES

This attachment shall apply to Ethernet Dedicated Internet Service. A further description of the Service is set forth in **Schedule A-1** hereto which is incorporated herein by reference.

ARTICLE 2. PROVIDER

On-Net Service shall be provided by Comcast Business Communications, LLC.

On-Net Service provided over the HFC Network and Off-Net Services are available in a limited number of markets. For information on service availability, call 866-429-0152.

ARTICLE 3. CUSTOM INSTALLATION FEES

Once Comcast accepts a Sales Order for Services, Comcast will invoice Customer for all Custom Installation Fee(s). Customer will pay the Custom Installation Fee(s) within thirty (30) days of the invoice date unless a payment schedule is specified in the applicable Sales Order.

ARTICLE 4. PROVISIONING INTERVAL

Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Services on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement.

ARTICLE 5. SERVICE COMMENCEMENT DATE

Comcast shall inform Customer when Service is available and performing in accordance with the “Technical Specifications” set forth in Schedule A-1 hereto (“Availability Notification”). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (A) the date on which Customer confirms receipt of and concurrence with the Availability Notification; (B) five (5) business days following the date of the Availability Notification, if Customer fails to notify Comcast that the Service does not comply materially with the Technical Specifications (defined in Article 8); or (C) the date on which Customer first uses the Service. In the event that a Service Term has not been expressly set forth in a Sales Order, the Service Term for such Sales Order shall be twelve (12) months

ARTICLE 6. TERMINATION CHARGES; PORTABILITY; UPGRADES

6.1 The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term.

6.2 Termination Charges for On-Net Services.

A. In the event that On-Net Service is terminated following Comcast's acceptance of the applicable Sales Order, but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing

to install the On-Net Service plus twenty percent (20%).

B. In the event that On-Net Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- i. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- ii. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- iii. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
- iv. 100% of any remaining, unpaid Custom Installation Fees.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

C. Termination Charges for Off-Net Services. In the event Customer terminates Off-Net Service following Comcast's acceptance of the applicable Sales Order but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to 100% of the monthly recurring charges remaining through the end of the Service Term plus 100% of any remaining, unpaid Custom Installation Fees. Customer shall, pursuant to Article 3.2 of the General Terms and Conditions, also pay any third-party service provider ancillary fees incurred by Comcast due to the early termination of Service by the Customer.

6.3 Exclusions. Termination Charges shall not apply to Service terminated by Customer as a result of Comcast's material and uncured breach in accordance with Article 5.2 of the General Terms and Conditions.

6.4 Portability. Customer may terminate an existing On-Net Service (an "Existing Service") and turn up a replacement On-Net Service (*i.e.*, activate Service with termination points on Comcast's network that are different than those of the Existing Service) (a "Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that: (a) the Replacement Service must have a Service Term equal to or greater than the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that Sales Order is accepted by Comcast; (d) Customer reimburses

Comcast for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

6.5 Upgrades. Customer may upgrade the speed or capacity of an Existing Service without incurring Termination Charges, provided that: (a) the upgraded Service (the "Upgraded Service") must assume the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Upgraded Service must have the same points of termination on Comcast's network as the Existing Service; (c) Customer submits a Sales Order to Comcast for the Upgraded Service and that Sales Order is accepted by Comcast; (d) Customer pays Comcast's applicable nonrecurring charges for the upgrade; and (e) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade. Upgrades to Off-Net Services are subject to the applicable third party service provider rules and availability. Comcast has no obligation to upgrade Customer's Off-Net Service.

ARTICLE 7. ADDITIONAL INFORMATION

As necessary for the interconnection of the Service with services provided by third parties, Comcast may request (as applicable), and Customer will provide to Comcast, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Comcast to make the necessary cross-connection between the Service and Customer's other service provider(s). Comcast may charge Customer nonrecurring and monthly recurring cross-connect charges to make such connections.

ARTICLE 8. TECHNICAL SPECIFICATIONS; SERVICE LEVEL AGREEMENT

The technical specifications applicable to the Service are set forth in Schedule A-1 hereto ("Technical Specifications"). The service level agreement applicable to the Service is set forth in a Schedule A-2 hereto and incorporated herein by reference.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET DEDICATED INTERNET SERVICES**

**SCHEDULE A-1
SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS
COMCAST ETHERNET DEDICATED INTERNET SERVICES**

Comcast's Ethernet Dedicated Internet Service will be provided in accordance with the service descriptions and technical specifications set forth below:

Service Descriptions

Ethernet Dedicated Internet Service ("EDI"). EDI provides reliable, simple, and flexible access to the Internet. The Service is offered in the Ethernet User-to-Network Interfaces ("UNI") increments identified in Figure 1 below and is available in Committed Information Rate ("CIR") speed increments starting at 1Mbps, subject to available capacity. The Service provides an Ethernet Virtual Connection ("EVC") from the Customer Service Location to a Comcast Internet Point of Presence ("POP") router.

Threat Management Services ("TMS"). TMS is a managed security service that includes threat mitigation functionality to respond to certain types of distributed denial of service ("DDoS") attacks, including volumetric and flood attacks. TMS Service is available to Customer on either an emergency or subscription basis, both of which requires the purchase of EDI.

1. Emergency DDoS Mitigation Service ("Emergency Service"). Upon notification of suspicious traffic from Customer, Comcast will analyze traffic for anomaly detection and patterns to determine whether the business is under a DDoS attack. In performing this analysis Comcast will gather the appropriate network information (*e.g.*, routable IP addresses). When authorized by Customer via the execution of a Sales Order Form, which will include relevant fees, Comcast will redirect Customer's incoming Internet traffic to Comcast scrubbing centers where malicious traffic matching specific attack vectors will be filtered and legitimate traffic will be re-routed back to Customer's network.

2. Subscription DDoS Mitigation Service ("Subscription Service").

A. The Subscription Service is a subscription-based Service offering that provides Customer with proactive network detection of DDoS attack traffic, alert notifications, and mitigation of attacks. Upon receipt of complete and accurate Customer contact and network information, Comcast will configure Customer's site(s), related IP addresses, and preconfigure countermeasure options. Customer will be notified to contact Comcast to perform an acceptance test. Customer has five (5) business days to contact Comcast to initiate the acceptance test to confirm that the Subscription Service is configured in accordance with Customer's preferences after activation and to verify the operation of Subscription Service. .

B. Comcast monitors the Customer network traffic for a specified set of IP addresses. When DDoS attack traffic is detected, an alert will be sent to both the Comcast operations center and the Customer via email and SMS. During the mitigation, Comcast will redirect Customer's incoming Internet traffic to Comcast scrubbing centers where malicious traffic matching specific attack vectors will be filtered and legitimate traffic will be re-routed back to Customer's network. After mitigation is terminated, all traffic is re-directed back to Customer's network via normal paths.

C. Customer has a choice of On-Demand or Automatic mitigation options under the Subscription Service:

- a. **On-Demand**. Customer must authorize Comcast by phone to initiate mitigation. Time to mitigate (the "Mitigation Interval") is the elapsed time from when the customer authorizes Comcast to enable mitigation until Comcast initiates mitigation of any attack traffic.

- b. Automatic. With the Automatic mitigation option, no Customer intervention is required. Comcast’s scrubbing platform automatically initiates mitigation when an alert is generated due to the detection of attack traffic exceeding pre-set thresholds. The Mitigation Interval is the elapsed time from when the alert is generated to when Comcast initiates mitigation of any attack traffic.

D. For those Customers receiving the Subscription Service that request additional Mitigation Incidents beyond the pre-determined limits ordered, incremental charges may apply. A “Mitigation Incident” is defined as one (1) twenty-four (24) hour window in which Comcast provides Customer with DDoS mitigation assistance as set forth above.

3. Disclaimer. Customer acknowledges the following additional terms for the DDoS Mitigation Services

- A. When Customer Internet traffic is traversing Comcast mitigation platform, Comcast makes no guarantees that only DDoS attack traffic will be prevented from reaching the Service Location nor that only legitimate traffic will be allowed to reach Customer.
- B. Comcast mitigation constitutes only one component of Customer’s overall security program and is not a comprehensive security solution; instead the DDoS Mitigation Service is intended to mitigate the impacts of certain types of DDoS attacks that are already underway
- C. Comcast makes no warranty, express or implied, that: (i) all DDoS attacks will be detected (for Customers receiving the Subscription Service); (ii) the mitigation efforts implemented by Comcast in response to such DDoS attacks will be successful in mitigating the overall impact of the incident; or (iii) or that Comcast detection, alerting, and/or mitigation will be uninterrupted or error-free. Customer also understands that there may be volumetric based attacks that exceed the amount of traffic volume that Comcast can successfully divert.
- D. Comcast’s ability to provide the DDoS Mitigation Services is contingent on Customer providing accurate and timely information to Comcast, including the provision of IP addresses.

EDI Technical Specifications.

1. Ethernet User-to-Network Interface. The Service provides the bidirectional, full duplex transmission of untagged Ethernet frames using a standard IEEE 802.3 Ethernet interface (UNI) to attach to the Customer’s router. Figure 1 lists the available UNI speed and their UNI Physical Interfaces, and available CIR bandwidth increments and Committed Burst Sizes (CBS). CIR increments of less than 10 Mbps are generally not available in conjunction with Off-Net Services.

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
		1 Mbps	25,000
100 Mbps	100BaseT	10 Mbps	250,000
1 Gbps	1000Base T or 1000BaseSX	100 Mbps	2,500,000
10 Gbps	10GBase-SR or 10GBase-LR	1 Gbps	25,000,000
100 Gbps	100GBASE-LR4	10 Gbps	25,000,000

Figure 1: Available UNI interface types and CBS values for different CIR Increments

2. Traffic Management. Comcast’s network traffic-policing policies restrict traffic flow to the subscribed, CIR. If the Customer-transmitted bandwidth rate exceeds the subscription rate CIR and CBS, Comcast will discard the non-conformant packets. The Customer’s router must shape traffic to the contracted CIR. Traffic management policies associated with any Off-Net portions of Service will conform to the policies enforced by the third-party service provider.

3. Maximum Frame Size. The Service supports a maximum transmission unit (“MTU”) frame size of 1518 bytes including Layer 2 Ethernet header and FCS.

4. Layer 2 Control Protocol (“L2CP”) Processing. All L2CP frames are discarded at the UNI.

5. IP Address Allocation. IP address space is a finite resource that is an essential requirement for all Internet access services. Comcast assigns up to two (2) routable IP addresses to each customer circuit. Customer can obtain additional IP addresses if required based on American Registry for Internet Numbers (“ARIN”) guidelines and by completing an IP address

request form; additional charges may apply.

6. Domain Name Service. Comcast provides primary and secondary Domain Name Service (“DNS”). DNS is the basic network service that translates host and domain names into corresponding IP addresses, and vice-versa.

7. Border Gateway Protocol (“BGP”) Routing. Comcast supports BGP-4 routing (“BGP-4”) as an optional service feature. BGP-4 allows Customers to efficiently multi-home across multiple ISP networks. This optional service feature requires an Autonomous System Number (ASN) be assigned to a customer by the ARIN. Customers should also be proficient in BGP routing protocol to provision and maintain this optional service feature on their router. Additional information and requirements for BGP routing will be provided to the Customer upon request. Comcast supports private peering if the Customer is multi-homed only to Comcast’s network.

8. Monitoring, Technical Support and Maintenance

1. **Network Monitoring.** Comcast monitors On-Net Service on a 24x7x365 basis.

2. **Technical Support.** Comcast provides a toll-free trouble reporting telephone number to the Comcast Enterprise Technical Support (“ETS”) center that operates on a 24x7x365 basis. Comcast provides technical support for Service-related inquiries. ETS will not offer consulting or advice on issues relating to CPE or other equipment not provided by Comcast.

A. Escalation. Reported troubles are escalated within the ETS to meet the response/restoration objectives described below (Response and Restoration Standards). Service issues are escalated within Comcast ETS as follows: to a Supervisor at the end of the applicable objective time interval plus one (1) hour; to a Manager at the end of the applicable objective time interval plus two (2) hours, and to a Director at the end of the applicable objective time interval plus four (4) hours.

B. Maintenance. Comcast’s standard maintenance window for On-Net Services is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance for On-Net Services is performed during the maintenance window and will be coordinated between Comcast and the Customer. Comcast provides a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance. Comcast provides a minimum of seven (7) days’ notice for service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Customer. Maintenance for Off-Net Services shall be performed in accordance with the applicable third party service provider rules. Therefore, maintenance for Off-Net Service may be performed without advance notice to Customer.

3. Comcast provides certain Comcast Equipment for provisioning its Services and the delivery of the UNI, which will reside on the Customer-side of the Demarcation Point. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must only be used for receipt of the Services. Customers are required to shape their egress traffic to the CIR identified in the Sales Order. Comcast will be excused from paying SLA credits, as set forth in Schedule A-2, if the Service Interruption is the result of Customer’s failure to shape their traffic to the contracted CIR or utilizing Comcast Equipment for non-Comcast provided Services.

Response and Restoration Standards

Comcast has the following response and restoration objectives:

CATEGORY	OBJECTIVE	MEASUREMENT	REMEDIES
<i>Mean Time to Respond Telephonically to Call</i>	15 minutes	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore On-Net Comcast Equipment</i>	4 hours	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Equipment</i>	6 hours	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore On-Net Services</i>	6 hours	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Services</i>	9 hours	Averaged over one Month	Escalation (see above)

Customer shall bear any expense incurred, *e.g.*, dispatch/labor costs, where a Service Interruption is found to be the fault of Customer, its end users, agents, representatives or third-party suppliers.

COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET DEDICATED INTERNET SERVICES

SCHEDULE A-2
SERVICE LEVEL AGREEMENT

Comcast’s Ethernet Dedicated Internet Service is backed by the following Service Level Agreement (“SLA”):

A. Definitions

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Ethernet Dedicated Internet Services PSA or the General Terms and Conditions.

“**Planned Service Interruption**” means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network.

“**Service Interruption**” means an interruption in transmission that renders the Service unusable due to a total loss of signal for the Service. The Service shall be “Available” in the absence of a Service Interruption.

B. EDI Service Level Agreements

1. Availability SLAs. Comcast’s liability, and Customer’s sole remedy for Service Interruptions, and errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, “Liability”), shall be limited to the amounts set forth in the Tables below (“Credit”). For the purposes of calculating credit for a Service Interruption, the “Length of Service Interruption” begins when the Customer reports such Service Interruption and a trouble ticket is opened, and concludes upon the closing of the same trouble ticket or, if sooner, the termination of the Service Interruption less any time Comcast is awaiting additional information or premises testing from the Customer. In no event shall the total amount of Credit issued to Customer’s account on a per-month basis exceed 50% of the total monthly recurring charge (“MRC”) associated with the impacted portion of the Service set forth in the Sales Order. The Length of Service Interruptions will not be aggregated for purposes of determining Credit allowances. To qualify, Customer must request the Credit from Comcast within thirty (30) days of the beginning of the Service Interruption. Comcast shall not incur any Liability, including Credit, for any failure of the Services caused by force majeure events, Planned Service Interruptions, Customer actions, omission or equipment, CPE, or any other items set forth in the “Exceptions to Credit Allowances” section below.

TABLE 1: Availability SLA for Services provided over On-Net Fiber (99.99% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

TABLE 2: Availability SLA for Services provided over Off-Net Fiber (99.95% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 20 minutes	None
At least 20 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

TABLE 3: Availability SLA for Services provided over On-Net HFC or Off-Net Non-Fiber Transport (99.9% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 40 minutes	None
At least 40 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

THE TOTAL CREDIT ALLOWANCES PER CALENDAR MONTH IS CAPPED AT 50% of THAT MONTH'S MRC FOR THE INTERRUPTED PORTIONS OF SERVICE. SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

2. DDoS Mitigation Services Service Level Agreement

a. Service Delivery Interval

For a customer adding Subscription Service to a new EDI service, the Subscription Service delivery interval will be the same as the EDI service delivery interval. For a customer with existing EDI service, Comcast will configure and activate Customer's Subscription Service within ten (10) business days of submitting the order for Subscription Service.

Service Delivery Option	Service Delivery Interval	Remedy
Add Subscription Service to New EDI Service	At time of EDI service delivery	No Credit
	More than twenty-four (24) hours after EDI service delivery	50% of the DDoS Set-Up fee
Add Subscription Service to Existing EDI Service	Less than or equal to 10 business days	No Credit
	More than 10 business days	50% of the DDoS Set-Up fee

b. Mitigation Interval

Service	Mitigation Option	Mitigation Interval	Remedy
Emergency DDoS Mitigation	N/A	Less than or equal to 60 minutes	No Credit
		Greater than 60 minutes	One day of Daily Mitigation fee
Subscription DDoS Mitigation	On Demand* (whether Single Incident or Unlimited)	Less than or equal to 15 minutes from Customer authorization	No Credit
		Greater than 15 minutes from Customer authorization	1/30 of DDOS MRC
	Automatic**	Less than or equal to 5 minutes from discovery of attack traffic	No Credit
		Greater than 5 minutes from discovery of attack traffic	1/30 of DDOS MRC

*After receipt of Customer's notification of suspicious Internet traffic and Comcast's acceptance of the Sales Order or Customer request, Comcast shall commence On Demand Mitigation within the above stated Mitigation Intervals. **Upon identification of suspicious Internet traffic by Comcast threat detection platform, Comcast shall commence Automatic Mitigation within the above stated Mitigation Interval.

Comcast failure to meet the above Mitigation Intervals shall not constitute a Service Interruption. The SLAs and available credits for EDI Service identified above will not apply during the time period any Comcast-imposed Threat Management countermeasures are in place.

Customer shall be entitled to up to one credit per day and, for any billing month, Credits may not exceed fifty percent (50%) of the total MRC of the Subscription Service.

In order to receive a Credit for Comcast's failure to meet the DDoS Mitigation SLA detailed above, Customer must open a trouble ticket with Comcast. Customer must request a credit within sixty (60) days following the initial attack event.

C. Exceptions and Terms applicable to all SLAs

Emergency Blocking

The parties agree that if either Party hereto, in its reasonable and sole discretion, determines that an emergency action is necessary to protect its own network, the Party may, after engaging in reasonable and good faith efforts to notify the other Party of the need to block, block any transmission path over its network by the other Party where transmissions do not meet material standard industry requirements. The Parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the Party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no Party will have any obligation to the other Party for any claim, judgment or liability resulting from such blockage.

Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within thirty (30) days of the event that gave rise to the claim or right. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

Exceptions to Credit Allowances

A Service Interruption shall not qualify for the remedies set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement.

Other Limitations

The remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, Liability, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives and Mitigation Intervals.

RESOLUTION

A RESOLUTION TO SUPPORT GEORGIA HOUSE BILL NO. 1203 CALLING FOR THE REPEAL, WITH CERTAIN EXCEPTIONS, OF TITLE 17, CHAPTER 4, ARTICLE 4, OF THE OFFICIAL CODE OF GEORGIA ANNOTATED AUTHORIZING ARREST BY PRIVATE PERSONS; AND FOR OTHER PURPOSES

WHEREAS, Garden City, Georgia, in the interest of public safety, acknowledges that recent events have demonstrated potential risk arising from the ability of private persons to make arrests under certain circumstances set forth in Official Code of Georgia Annotated Section 17-4-60, et al., and therefore supports the repeal of same subject to certain exceptions; and,

WHEREAS, Georgia House Bill No. 1203 proposes to repeal Title 17, Chapter 4, Article 4, of the Official Code of Georgia Annotated; and,

WHEREAS, Garden City, Georgia, supports the effort to have debate in connection with the proposed repeal; and,

WHEREAS, Garden City, Georgia, would encourage the repeal of Title 17, Chapter 4, Article 4, of the Official Code of Georgia Annotated, but not to the extent of repealing the ability of merchants or shopkeepers to detain suspected shoplifters as authorized by Official Code of Georgia Annotated Section 51-7-60.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that the City support Georgia House Bill No. 1203 and Representative Carl Gilliard's efforts to repeal Official Code of Georgia Annotated Section 17-4-60 et al. authorizing arrests by private persons, but not to the extent of repealing Official Code of Georgia Annotated 51-7-60 which authorize merchants or shopkeepers to detain suspected shoplifters.

ADOPTED AND APPROVED this 5th day of October, 2020.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this 5th day of October, 2020.

DON BETHUNE, Mayor