

A G E N D A

City Council Meeting

Tuesday, January 21, 2020 – 6:00 p.m.

➤ **OPENING**

- **Call to Order**
- **Invocation Pastor Bruce Campbell, Oak Grove Baptist Church**
- **Pledge of Allegiance**
- **Roll Call**
- **Presentation:** Mayor Bethune will present a proclamation to recognize January 26 – February 1, 2020 as School Choice Week in Garden City.

➤ **RECEIVE INFORMAL PUBLIC COMMENT**

➤ **RECEIVE FORMAL PUBLIC COMMENT – No Formal Public Comments Scheduled**

➤ **CONDUCT PUBLIC HEARINGS**

➤ **Approval of City Council Minutes**

- Consideration of City Council Minutes (11/18/19)

➤ **Staff Reports**

- Receive 2019 year-end report from Human Resources Department
- Receive 2019 year-end report from Information Technology Department
- Receive 2019 year-end report from Parks & Recreation Department
- Receive 2019 year-end report from Planning Department
- Receive 2019 year-end report from Public Works Department
- Receive 2019 year-end report from Police Department
- Receive 2019 year-end report from Fire Department

➤ **City Manager's Updates & Announcements**

➤ **ITEMS FOR CONSIDERATION**

- **Resolution, CVB Funds Transfer Request:** A resolution authorizing a transfer of funds in the amount of \$21,600.00 from the City's Tourism Fund to the Garden City Area Convention and Visitors Bureau Authority (CVB) to cover the difference between the Authority's budgetary expenses for the first quarter of fiscal year 2020 and the anticipated monthly hotel/motel tax revenues to be received by

the Authority from the City during such first quarter pursuant to the terms of that certain agreement between the City and the Authority dated as of January 1, 2020.

- **Resolution, Chief Judge Agreement:** A resolution by the City Council to authorize the Mayor to execute an agreement between the City and Billy Tomlinson which sets forth the terms of Mr. Tomlinson's appointment as the Chief Judge of the Garden City Municipal Court.
- **Resolution, Associate Judge Agreement:** A resolution by the City Council to authorize the Mayor to execute an agreement between the City and Brian Joseph Huffman, Jr., which sets forth the terms of Mr. Huffman's appointment as the Associate Judge of the Garden City Municipal Court.
- **Resolution, Judge Pro Tem Agreement:** A resolution by the City Council to authorize the Mayor to execute an agreement between the City and Richard Sanders, Jr., which sets forth the terms of Mr. Sanders appointment as Judge Pro Tem of the Garden City Municipal Court.
- **Resolution, Prosecuting Attorney Agreement:** A resolution by the City Council to authorize the Mayor to execute an agreement between the City and Nathanael Wright which sets forth the terms of Mr. Wright's appointment as the City's Prosecuting Attorney on a part-time basis.
- **Resolution, Prosecuting Attorney Agreement:** A resolution by the City Council to authorize the Mayor to execute an agreement between the City and Don Montgomery which sets forth the terms of Mr. Montgomery appointment as the City's Prosecuting Attorney on a part-time basis.
- **Resolution, Public Defender Agreement:** A resolution by the City Council to authorize the Mayor to execute an agreement between the City and Ryan D. Langlois which sets forth the terms of Mr. Langlois' appointment as the City's Public Defender on a part-time basis.
- **Resolution, Public Defender Agreement:** A resolution by the City Council to authorize the Mayor to execute an agreement between the City and Crystal D. Harmon which sets forth the terms of Ms. Harmon's appointment as the City's Public Defender on a part-time basis.
- **Resolution, Judge Pro-tem Appointment:** A resolution by the Mayor and Council to appoint Douglas G. Andrews to serve as Judge Pro Tem of the Garden City Municipal Court.
- **Resolution, Judge Pro-tem Appointment:** A resolution by the Mayor and Council to appoint James P. Gerard to serve as Judge Pro Tem of the Garden City Municipal Court.
- **City Attorney Appointment:** Consideration by the Mayor and Council to appoint James P. Gerard to serve as City Attorney.
- **Board of Zoning Appeals / Planning Commission Appointments:** Motion by the Mayor and Council to appoint four persons to serve new four-year terms beginning in February 2020 until the terms expire and the Mayor and Council appoints successors at the first regular Council meeting in January 2024.

- **President of Council Appointment:** Motion by the Mayor and Council to appoint a member of City Council as President of Council to serve a two (2) year-term commencing January 2020 and expiring when a successor is appointed by City Council at the first regular Council meeting in January 2022.

➤ **ADJOURN**

MINUTES
City Council Meeting
Monday, November 18, 2019 – 6:00 p.m.

Call to Order: Mayor Bethune called the meeting to order at 6:03 p.m.

Opening: Pastor Eric Mason, Jesus 1st the Community Church gave the invocation and Mayor Bethune led City Council in the pledge of allegiance to the flag.

Roll Call

Members: Mayor Bethune presided. **Council Members:** Mayor Pro-tem Bessie Kicklighter, Councilmember Rosetta Cody, Councilmember Marcia Daniel, Councilmember Debbie Ruiz and Councilmember Kim Tice. Absent: Councilmember Bruce Campbell. Mayor Bethune said Councilmember Campbell is on vacation.

Staff: Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Gilbert Ballard, Chief of Police; Corbin Medeiros, Fire Chief; Cliff Davis, Public Works Supervisor; Scott Robider, Code Enforcement Supervisor; Ben Brengman, IT Director; Jackie Jackson, Special Projects Coordinator; and Chris Snider, IT Technician. Absent: Ron Alexander, Planning Director; Benny Googe, Public Works Director; Pam Franklin, HR Director; and Cliff Ducey, Parks/Recreation Director.

Visitors: Newly elected council members Richard Lassiter, Jr. (District 4) and Natalyn Bates Morris (District 3).

Presentation: Mayor Bethune and City Council recognized Councilmember Cody for her years of dedicated service to the City.

Informal Public Comment: Mayor Bethune opened the floor to receive public comment from the audience. There being no questions or comments from the audience, Mayor Bethune closed the informal public comment portion of the meeting.

City Council Minutes: Upon motion by Councilmember Kicklighter, seconded by Councilmember Tice, City Council voted unanimously to approve the city council minutes dated 11/4/19 and workshop synopsis dated 11/11/19.

Staff Reports

Code Enforcement Supervisor presented the Planning Department's report for the month of October.

Public Works Supervisor presented the Public Works Department's report for the month of October.

Chief of Police presented the Police Department's report for the month of October.

Fire Chief presented the Fire Department's report for the month of October.

City Manager's Updates & Announcements: City Manager said I have no updates or announcements at this time.

Items for Consideration

First Reading - Ordinance, Sunday Sales of Alcoholic Beverages: Clerk of Council read the first reading of the heading of an ordinance to amend the Code of Ordinances of Garden City, Georgia, as amended, by amending Chapters 6, Article II, Division 3, to permit and regulate Sunday sales of alcoholic beverages by the drink for consumption on the premises of certain qualifying restaurants and hotels/motels from 11:00 a.m. to 12:30 p.m.

Upon motion by Councilmember Kicklighter, seconded by Councilmember Cody, City Council voted unanimously to approve the ordinance on the first reading.

Upon motion by Councilmember Kicklighter, seconded by Councilmember Daniel, City Council voted unanimously to suspend the rules of council and hold the second reading of the ordinance.

Second Reading - Ordinance, Sunday Sales of Alcoholic Beverages: Clerk of Council read the second reading of the heading of an ordinance to amend the Code of Ordinances of Garden City, Georgia, as amended, by amending Chapters 6, Article II, Division 3, to permit and regulate Sunday sales of alcoholic beverages by the drink for consumption on the premises of certain qualifying restaurants and hotels/motels from 11:00 a.m. to 12:30 p.m.

Upon motion by Councilmember Kicklighter, seconded by Councilmember Cody, City Council voted unanimously to adopt the ordinance on the second reading.

FY2020 Schedule of Fees: Consideration by the Mayor and City Council to approve the updated schedule of fees for fiscal year 2020.

Upon motion by Councilmember Tice, seconded by Councilmember Daniel, City Council voted unanimously to approve the updated schedule of fees for fiscal year 2020.

Resolution, Evergreen Solutions Compensation Plan Updates: Clerk of Council read the heading of a resolution to authorize the implementation of updates recommended by Evergreen Solutions to the City's Compensation Plan for fiscal year 2020.

Upon motion by Councilmember Tice, seconded by Councilmember Ruiz, City Council voted unanimously to adopt the resolution.

Resolution, FY2020 Budget Adoption: Clerk of Council read the heading of a resolution to adopt the FY2020 Operating and Capital Budgets; to provide appropriation of funds for operating and capital expenditures; and to appropriate funding for specific operating and capital funds of the Garden City Government.

Upon motion by Councilmember Ruiz, seconded by Councilmember Tice, City Council voted unanimously to adopt the resolution.

Resolution, Sapp's Wrecker Services Contract Modifications: Clerk of Council read the heading of a resolution to authorize an amendment to the City's services contract with Sapp's Wrecker Service, Inc., for the purpose of increasing the towing and storage fees set forth in the City's year-to-year service contract with Sapp's Wrecker Service.

Upon motion by Councilmember Tice, seconded by Councilmember Ruiz, City Council voted unanimously to adopt the resolution.

Resolution, RedSpeed Services Agreement Modifications: Clerk of Council read the heading of a resolution authorizing an amendment to the City's professional services agreement with RedSpeed Georgia, LLC.

Upon motion by Councilmember Kicklighter, seconded by Councilmember Daniel, City Council voted unanimously to adopt the resolution.

Resolution, Trade Center Contract Second Amendment: Clerk of Council read the heading of a resolution to authorize the Second Amendment to the Intergovernmental Contract extending the expiration of the Trade Center Intergovernmental Contract to December 31, 2052.

Upon motion by Councilmember Ruiz, seconded by Councilmember Daniel, City Council voted unanimously to adopt the resolution.

Resolution, Convention Visitors Bureau Agreement: Clerk of Council read the heading of a resolution to authorize the City to enter into an agreement with the Garden City Area Convention and Visitors Bureau Authority and to authorize the City Manager to execute said agreement.

Upon motion by Councilmember Kicklighter, seconded by Councilmember Tice, City Council voted unanimously to adopt the resolution.

Resolution, FY2020 LMIG Program: Clerk of Council read the heading of a resolution to authorize the City Manager to apply to the Georgia Department of Transportation for a 2020 Local Maintenance Improvement Grant to assist with funding for the resurfacing of Rommel Avenue and to further authorize the City Manager to accept and execute a work order with Brennan Jones Engineering Associates for the design work, bid solicitation, and construction administration associated with the road resurfacing project.

Upon motion by Councilmember Tice, seconded by Councilmember Ruiz, City Council voted unanimously to adopt the resolution.

Resolution, Garden City-Savannah Prosperity Area Water/Sewer Agreement: Clerk of Council read the heading of a resolution to authorize the City Manager to execute on behalf of the City, an intergovernmental agreement with the City of Savannah for water supply service on a wholesale basis provided by the City of Savannah to Garden City for the Prosperity Drive service area.

Upon motion by Councilmember Daniel, seconded by Councilmember Kicklighter, City Council voted unanimously to adopt the resolution.

Resolution, Public Works Department Vehicles: Clerk of Council read the heading of a resolution to accept the proposal of J.C. Lewis Ford to sell the City's Public Works Department a 2020 F-150 Supercrew truck and a 2020 F-350 regular cab truck and to further authorize the City Manager to execute the purchase contracts for the vehicles.

Upon motion by Councilmember Ruiz, seconded by Councilmember Tice, City Council voted unanimously to adopt the resolution.

Resolution, City Council Meeting Schedule Amendment: Clerk of Council read the heading of a resolution to amend the regular meeting schedule of the Garden City City Council during the period of December 2, 2019 – January 21, 2020.

Mayor Bethune said this is our last official meeting in 2019. The swearing in of the newly elected council members will be held on January 6th and our first official council meeting will be on January 21st.

Upon motion by Councilmember Tice, seconded by Councilmember Ruiz, City Council voted unanimously to adopt the resolution.

Write-off of 2012-2013 Utility Accounts Receivables Deemed Uncollectible: Clerk of Council read a motion by Mayor and City Council to authorize the write-off of the 2012-2013 utility accounts (bad debt) totaling \$57,342.77 that the City's collection company has identified as older than six (6) years and therefore deemed uncollectible.

Upon motion by Councilmember Ruiz, seconded by Councilmember Daniel, City Council voted unanimously to authorize the write-off of the 2012-2013 utility accounts receivables deemed uncollectible.

Adjournment: Upon motion by Councilmember Tice, seconded by Councilmember Cody, City Council unanimously adjourned the meeting at 6:51 p.m.

Transcribed & submitted by: Clerk of Council
Accepted & approved by: City Council

PROCLAMATION



WHEREAS, all the children in the City of Garden City should have access to the highest-quality education possible; and,

WHEREAS, the City of Garden City recognizes the important role that an effective education plays in preparing all students in the City of Garden City to be successful adults; and,

WHEREAS, quality education is critically important to the economic vitality of the City of Garden City; and,

WHEREAS, the City of Garden City is home to a multitude of excellent education options from which parents can choose for their children; and,

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS, our area has many high-quality teaching professionals who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the county by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE RESOLVED, that the Mayor and City Council of the City of Garden City, Georgia, does hereby recognize January 26 – February 1, 2020 as **SCHOOL CHOICE WEEK** in Garden City.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Garden City to be affixed this 21st day of January 2020.

DON BETHUNE, Mayor

Attest:

RHONDA FERRELL-BOWLES, Clerk of Council

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: January 21, 2020

SUBJECT: Human Resources Department Year End Report for 2019

Report in Brief

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

Prepared by: Pam Franklin

Title: Human Resources Director

Reviewed by: _____

Title _____

City Manager

Attachment(s)

Human Resources Department / Year End Report

New Hires

The City hired 13 new employees in 2019.

Employment Terminations

Two employees retired from service with the City in 2019 and 12 employees separated from employment.

City Employment

The City ended the year with a total of 101 full-time employees.

The chart below illustrates the percentage distribution by department of full-time employees with actual employee count by department to the right of each department.

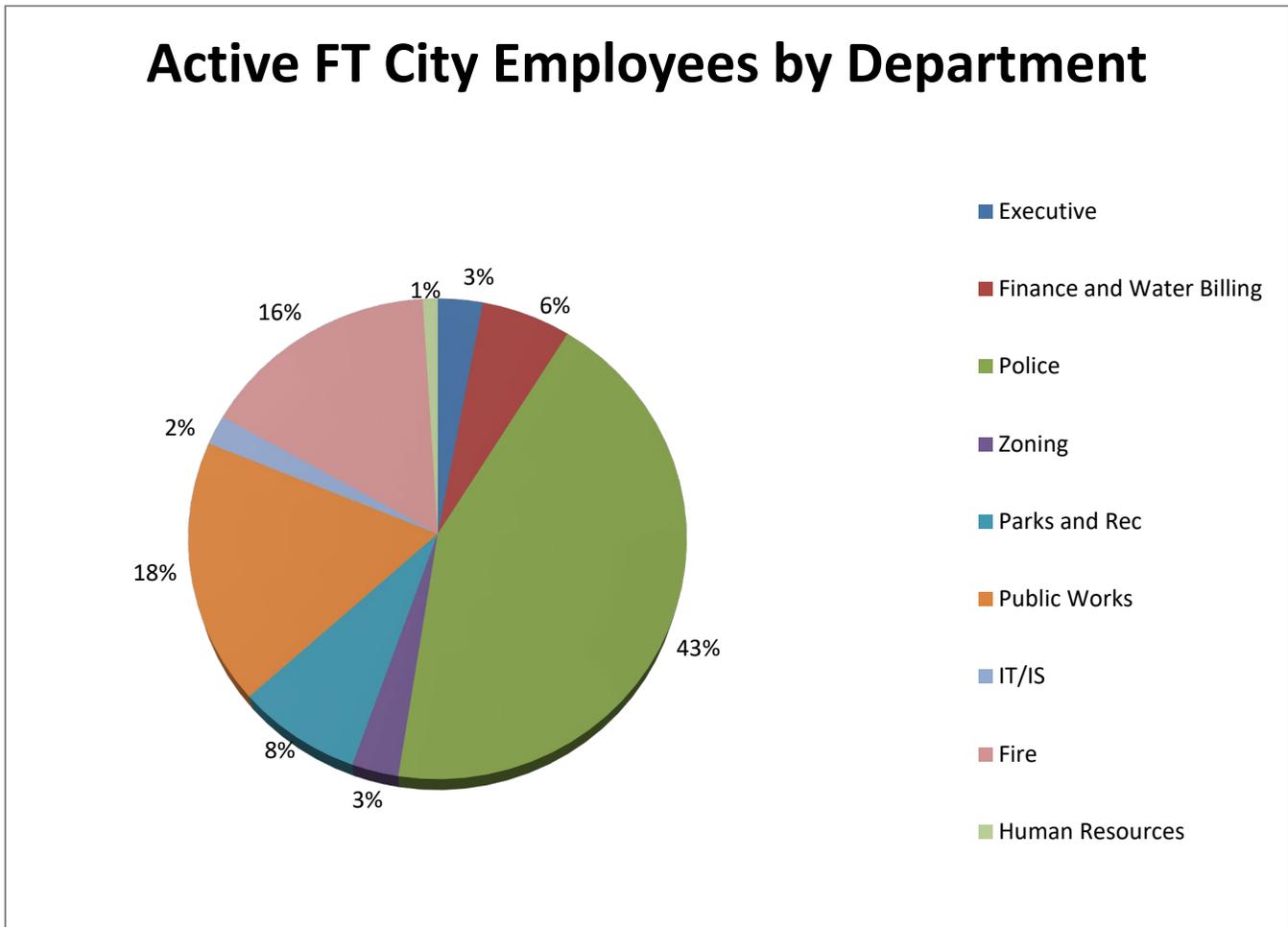


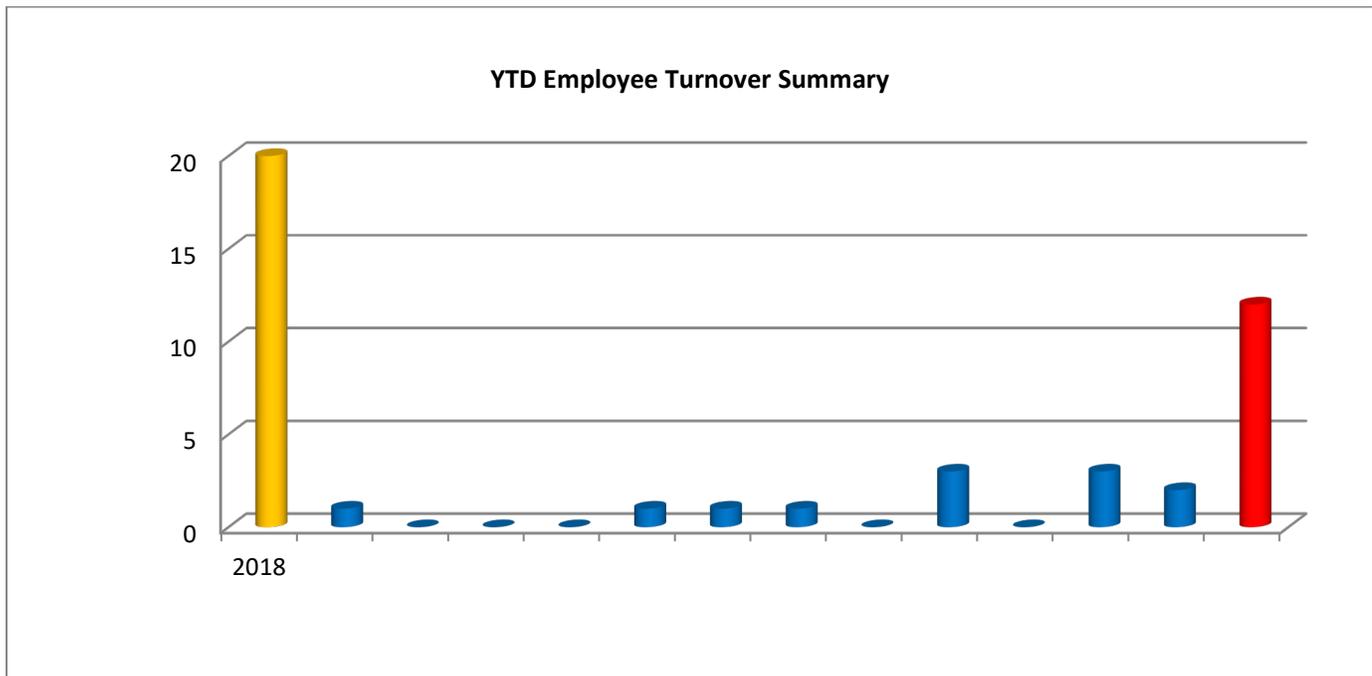
FIGURE 1

EMPLOYEE TURNOVER DATA

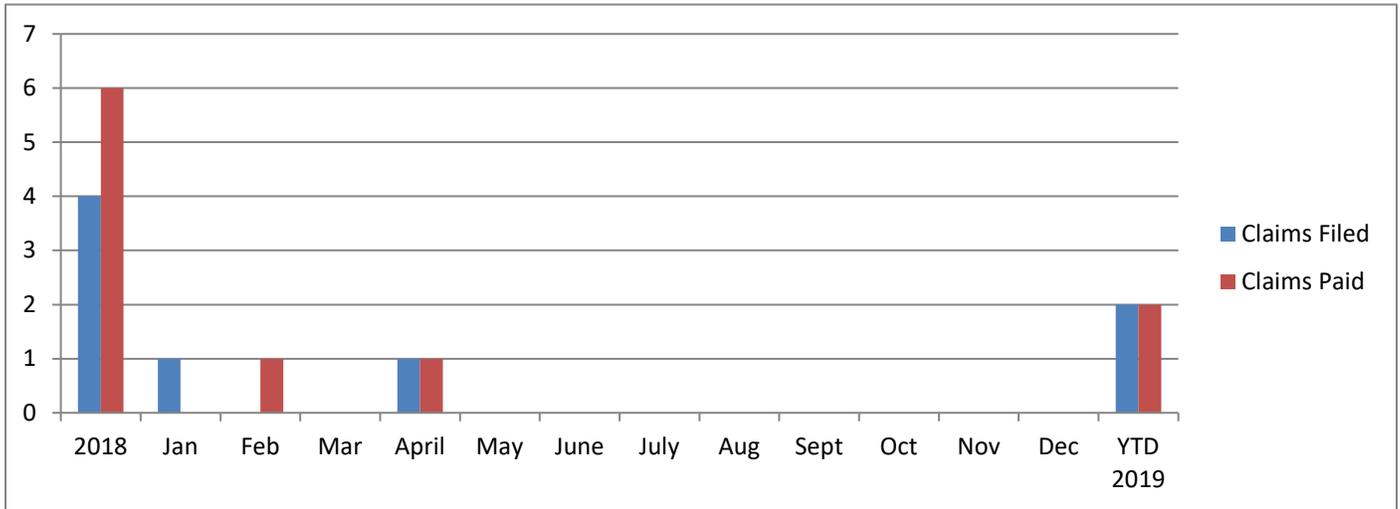
The City's turnover rate per month

- **January 1%**
- **February 0**
- **March 0**
- **April 0**
- **May 1%**
- **June 1%**
- **July 1%**
- **Aug 0**
- **Sept 3%**
- **Oct 0**
- **Nov 3%**
- **Dec 2%**

The graph below illustrates turnover in full time positions for current year 2019 compared to turnover occurring in the previous year. Turnover for 2019 capped at 13% for the year versus 21% turnover in 2018.

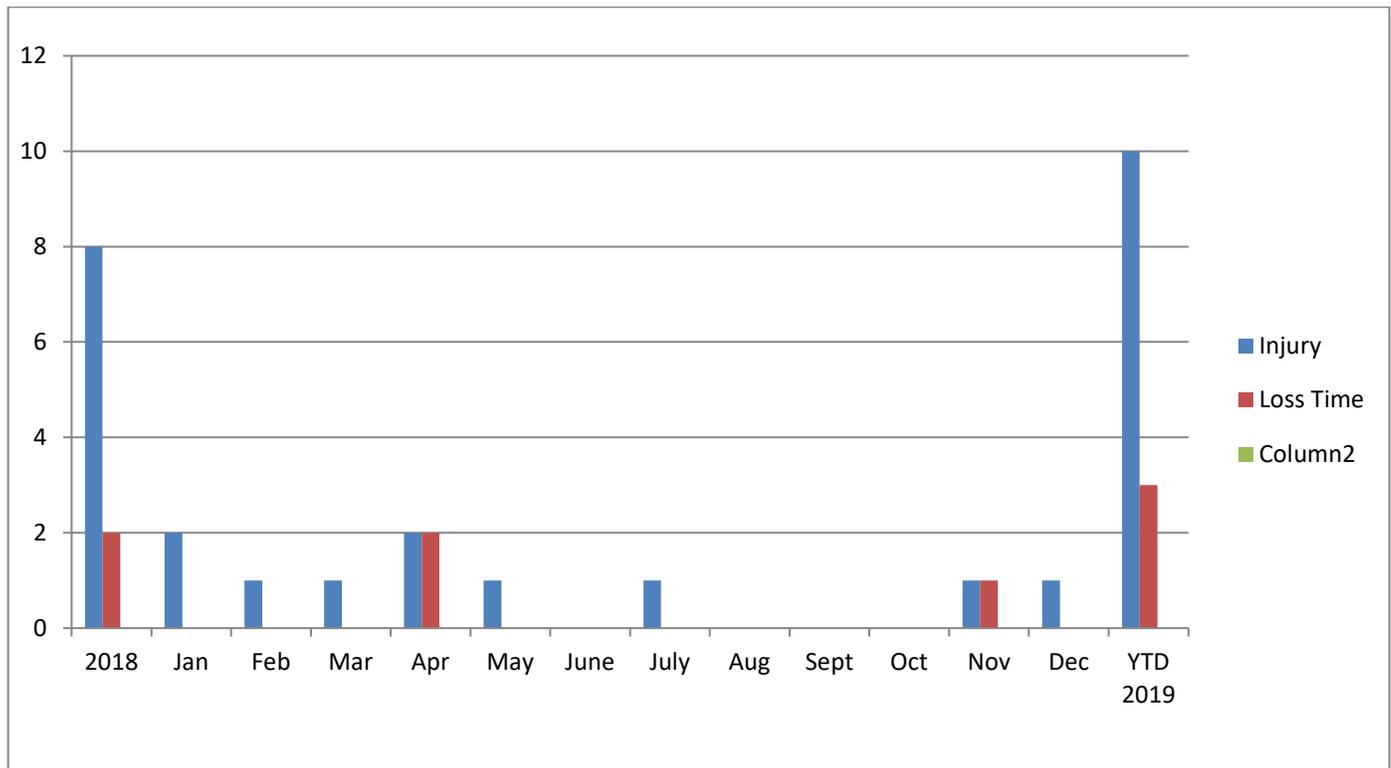


Unemployment Claims: For year 2019, 2 unemployment claims were filed, with 2 claims paid, a decrease from 2018 activity.



Workers Compensation

Workplace accidents/injuries increased by 2 during 2019 and loss time accidents increased by 1.



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 1/21/2020
SUBJECT: *Technology Department Report for the year of 2019*

Report in Brief

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

Prepared by: Benjamin Brengman
Title Director of Information Technology

Reviewed by: _____
Title _____

Ron Feldner, City Manager

Attachment(s)

Technology Report

- Completed installation of the SSI project – Police record management system.
- Upgraded the NVR system.
- Implemented the WatchGuard car camera and body server and infrastructure.
- Added three new desktop computers for the Cooper Center.
- 8 desktop 15 lap
- Upgraded the body cam server.
- Added a SAN device to backup the body cam server.
- Upgraded firewalls
- Performed four security audits

Social Media

- Currently we have 1145 followers on Facebook and 493 followers on twitter.

Building Maintenance

- Replace the HVAC air handler on the City Hall side of the building.
- Repaired, cleaned and did maintenance on the City Hall roof.
- Replaced lights on the exterior of the Police Sally port with LED lights.
- Transformed the fountain to a planter.
- Installed a canopy in the Police Department parking lot.
- Repaired the ERU above Council Chambers.

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
Parks & Recreation

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: January 14th 2020

SUBJECT: *Parks & Recreation 2019 Year End Status Report*

Report in Brief

Annual Report for the Garden City Parks and Recreation Department. Our staff continues to appreciate opportunities to provide quality programming and facilities to our residents. We encourage all residents to engage themselves in a program of choice and begin reaping the emotions and physical rewards associated with teamwork, interaction and physical and mental activity. *We had a very fun and productive year in the Parks and Recreation Department and we are looking forward to a successful 2020.*

The operations detail contained in this report is for the YEAR of 2019 and all related information is current as of January 14, 2020.

Prepared by: Cliff Ducey
Title Parks & Recreation Director

Reviewed by: _____
Title _____

Ron Feldner, City Manager

Attachment(s)

**Parks & Recreation Department
Status Report
Summary - 2019**

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

Adult Programs

Senior Center

During the year of 2019 an average of 40 Senior Citizens per day attended/participated in adult programs at the Senior Center. The Garden City Senior Center cooked and served **1196 breakfasts** and Cooked and served **8760 lunches** (an increase of 860 lunches over last year).

Activities included: Devotion time, bingo, trivia, puzzles, bridge, cards, pool and line dancing, muscle strengthening exercise and much more.



2019 Garden City our seniors had a lot of fun exercising, going on trips, playing games, watching movies, listening to lecturers, eating, shopping, and just hanging out with friends at the Garden City Senior Center.

- February 6th> "Taking care of your Heart" Program by the Heart Association,
- February 13th > "Sweetheart Banquet" 6:00pm with a Roast Beef supper and games. And they are asking attendees to bring their wedding photo.

- For 2019 our Garden City Seniors enjoyed several bus excursions all over the country and they have many more planned for 2020.

New programs are offered each month, so stop by the Garden City Senior Center to see ***what's new***

Come join the fun!!

Youth Programs

Cooper Center

During the year of 2019, an average of 20 youth per day attended/participated in youth programs/after school or summer activities at the Cooper Center. **Activities included: Ping-Pong, Air Hockey, Foosball, indoor board games and playground.**

➤ **Monthly Programs Offered**



- **Computer help**
- **Movies**
- **Table Tennis, Computer games and Board games**
- **Outdoor fenced in playground and basketball court.**

Sports Programs/Activities

During the year of 2019, 466 Youths participated in Garden City's Youth Sport Programs.

➤ **Football - 86**

➤ **Soccer - 17**

➤ **Baseball - 76**

➤ **Softball - 14**

➤ **T-Ball - 22**

➤ **Basketball -120**

➤ **Gymnastics year-round – 24**

➤ **Football Camp -15**

➤ **Summer Day Camp Average campers per day - 45**

➤ **After School Basketball Average per day – 25**

➤ **Summer Swim Pool Activity Average per day – 22**

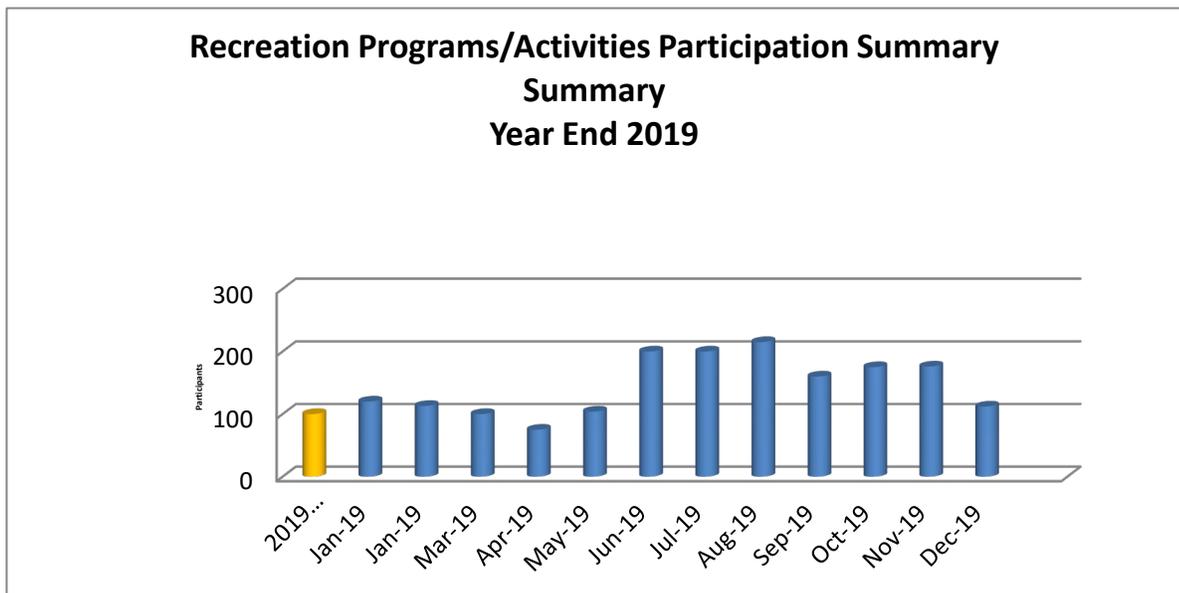
➤ **Upcoming Sports Programs/Events**

- 2020 Basketball season underway (we have 15 teams).
- Baseball Softball and T-ball sign-ups start in February.

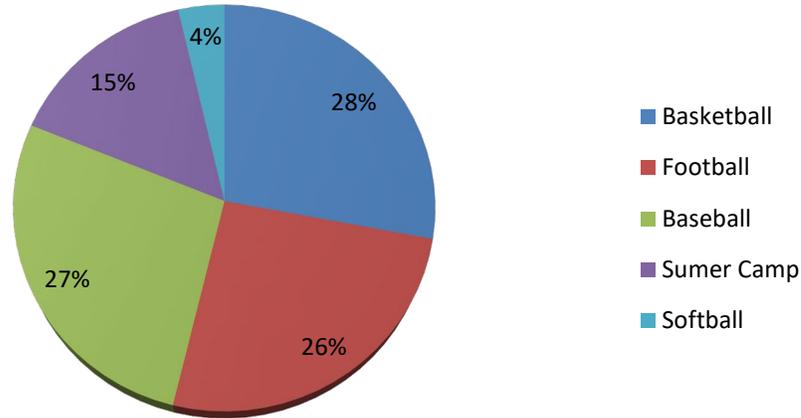
Community Relations Activities/Events for 2019

- Easter EGGstravaganza April, Sharon Park(over 5000 eggs hidden).
- Cooper Center newly renovated November, and other Special Events.
- City Christmas lighting, Street light decorations were put up in December.
- **28 teams participated in 2019 54th Annual Rebel Bowl Youth Football Bowl- November**
- **Successful summer programs at the Cooper Center and the Garden city Recreation Center.**

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



Top 5 Youth Activities 2019



Training

During the year of 2019, Parks & Recreation personnel reported a total of 100 hours of training.

Training included: – American Red Cross Life guard training, Adult, Infant and Child CPR.



2019 Garden City Youth Championships

Basketball: Congratulations to 12u Boys Garden City Eagles for Winning the Coastal Athletic Association League Championship.

And advancing on to take 2nd in the 12 and under Boys Georgia Recreation and Parks Association District 2 Class A Championship in Bryan County.

Football: Congratulations to 12u Boys Garden City Eagles for Winning the CAA/SGFYL Top Division League Championship.

And advancing on to take 2nd in the 12u Boys Georgia Recreation and Parks Association District 2 Class A Championship in Savannah.

Parks Maintenance/Improvement Projects

Project Name: Bazemore Park New Bathrooms and Concession stand remodel
February 2019.

Project Name: Sharon Park Arbor Day Tree Planting

Start Date: April 26th 2019

City staff along with the Savannah Tree Foundation planted 3 trees at the Garden City Senior Center.



PLANNING AND ECONOMIC DEVELOPMENT GARDEN CITY GA

2019 YEAR END REPORT

PREPARED FOR:

Garden City Council

PREPARED BY:

**Office of Planning, Zoning & Building Staff
100 Central Ave.
Garden City, Ga. 31405**

December 31, 2019

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1.0 YEAR IN REVIEW

1.1 STATUS OF DEVELOPMENTS

1.1.1 Economic Development

This report presents the results of trade and industry analysis findings to determine the influential benefits concerning the economic impact of the new developments and trades established during 2019 within Garden City. The following is a list of highlighted companies established in the City during 2019, which will create many benefits for small business, citizens and communities located in Garden City. These include job creation, new tax revenues, and an increased demand for goods and services.

Company Name: SOS Tire & Service

Location: 266 Alfred Street

Sector: Service

Industry: Business

Company Description

SOS Radial Tire Service was founded in 1974. The company has seen growth and expansion throughout the 2000s with the latest expansion project in Garden City. The construction of a 17-bay diesel truck shop was completed in spring 2019.

Description of the Facility

The new SOS Tire facility is a 20,000 sq. ft. building that includes a waiting area, business area, shop and storage/parts area.

Economic Impact

The Garden City facility has 15 employees.

Company Name: Southern Eagle Distributing

Location: 1320 Highway 80

Sector: Beverage Distributor

Industry: Distribution

Company Description

Southern Eagle Distributing has been a beverage distributor for over 100 years. Southern Eagle Distributing now serves 59 counties in the Lowcountry South Carolina

and coastal plains of Georgia. In 2016 Southern Eagle Distributing sales increased with approximately 14,000,000 cases per year being sold and 74 delivery routes. The Georgia office is based in Garden City. In 2018 the company decided to construct two warehouse additions to the Garden City facility.

Description of the facility

One warehouse addition 2680 sq. ft. and a second addition of 15,000 sq. ft.

Economic Impact

Southern Eagle Distributing is a successful Garden City business that will continue to provide jobs and support to the community.

Project Summary: Tenant Building

Location: 34 West Chatham Court

Sector: Warehousing

Industry: Business

Description of the facility

James Harper completed the second of three facilities he is developing on West Chatham Court. This is a 16,500 sq. ft. multi-tenant facility with two suites, a 10,000 sq. ft. tenant space and a 6,500 sq. ft. tenant space.

Economic Impact

Suite 1 has brought new business Lanter Delivery Systems to Garden City.

Company Name: Centerpoint Properties

Location: 54 Sonny Perdue Drive

Sector: Warehousing

Industry: Business

Description of the Facility

Centerpoint Properties completed a new warehouse facility on Sonny Perdue Drive. This is a 248,000 sq. ft. facility with two suites, a 99,196 sq. ft. tenant space and a 148,613 sq. ft. tenant space.

Economic Impact

The new facility brought two businesses to Garden City, Triangle and FNS Tansloading occupy the facility.

Company Name: UPS

Location: 10 Sonny Perdue Drive #102

Industry Sector: Shipping

Infrastructure: Logistics Services

Company Description

Founded in 1907 as a messenger company in the United States, UPS has grown into a multi-billion-dollar corporation by clearly focusing on the goal of enabling commerce around the globe. Today, UPS is a global company with one of the most recognized and admired brands in the world. UPS has become the world's largest package delivery company and a leading global provider of specialized transportation and logistics services. Every day, UPS manages the flow of goods, funds, and information in more than 200 countries and territories worldwide.

Description of the Facility

CenterPoint properties built a 492,800 sq. ft. facility with 46 bays. UPS tenant will occupy 268,653 sq. ft. of the facility.

Economic Impact

This new location in Garden City currently has 70 employees with additional jobs to be added as UPS becomes fully operational at the new facility.

1.1.2 Special Projects and Events

Bazemore Park. The department in conjunction with Garden City Parks and Recreation completed rehabilitation and improvement work on the Bazemore Park Concession Stand. The Concession Stand construction started in September 2018 and was completed February 2019.

New Homes. It is vital Garden City maintain its residential presence. During 2019 the construction of 18 new homes was completed. Four of these homes were constructed for Habitat for Humanity. In 2020 Garden City will continue its partnership with Habitat for Humanity.

ISO/CRS. The Community Rating System (CRS) program provides for lower flood insurance rates. The task is to evaluate the City Codes and practices as it relates to construction in 100 year floodplain, otherwise known per FEMA as the Special Flood Hazard Area, or SFHA. The program looks at both Vertical and Site developments, as well as renovation and demolish work in the SFHA, and provides points to

communities for going over and above the minimum national standard codes. CRS classes those communities on a scale of 1 to 10 with 1 being the best score. For each class a community achieves, FEMA rewards the community's residences across the board with a 5% percent discount. Maximum credits for the CRS program will also be dependent on the City's improvement of another ISO City participating program, BCEGS. The department provided documentation throughout 2019 to ISO/CRS specialist for review. Garden City improved from a CRS class 6 to a CRS class 8 with an effective date of 5/1/2019.

ISO/BCEGS. One of the primary concerns of the CRS program is the enforcement measures and compliance with the diverse areas of the CRS program requirements. BCEGS is a division of the ISO that looks at all areas of the communities' building code enforcement, and applies special emphasis on mitigating losses from all types of natural hazards such as hurricanes, earthquakes and flooding events. ISO credits communities based on the level of staffing, the in place procedures, and the credentials of the Building Department staff itself. BCEGS also classes communities, and assigns classification based off their scoring. As a result, the community is awarded premium credits through insurance provider for all aspects of property protection. The BCEGS program was revised and submitted to ISO. As a result the city was reclassified and The City of Garden City has been awarded a 4/4 BCEGS classification. The city's rating improved 3 classes in commercial and 2 classes in residential.

Multi-jurisdictional Hazard Mitigation Program. During 2019 the department continued participation in the multi-jurisdictional meetings and trainings of the Hazard Mitigation Program. The Program is amid at unity in all the local jurisdiction in the enforcement of the common regulations. As such the City is an active member of numerous boards and user groups which mission is the advancement of the governing regulations. The City's participation in the program promotes networking with, and utilization of our neighboring community's resources. Participation in the program also helps in qualifying the City for various grants and funding for enforcement of both the BCEGS and CRS initiatives. Per federal regulations the program will be updated in 2020. During 2019 Garden City program members participated in the plan update efforts. The City is preparing for adoption of those updates as part of the program requirements.

MS4. This office assisted in the city wide MS4 inspection of the city's storm water system. Task include field inspection of various facilities, compiling of records and close interaction with other City departments and adjacent jurisdictions.

1.2 PLANNING AND ZONING

During 2019 the department continued efforts to improve the Planning and Zoning services provided to the City's Citizens. There is a continued emphasis applied to improving document processing and record storage. All activities are now stored electronically and in hard copy form. The filing system results in ease of retrieval in the various uses of those documents. This department, in conjunction with the other effected City departments, continues to systematical develop the data base common to those department needs and improve accessible to the individual departments. In 2019 this office completed approximately 1200 zoning related tasks. The tasks include a mixture of in office consultations, onsite meetings/consultations, and various other zoning related verifications task.

1.3 BUILDING DEPARTMENT

During 2019, the building department has seen a 10% increase in plan reviews, permitting and inspection services over the previous year. There were 447 permits issued in 2019. There were approximately 6 other services or activities associated with each permit issued. All totaled for approximately 3000 acts of service from the building department functions. Revenues related to building department activities totaled \$142,830 in 2019 (see attached chart). It is expected the rate of increase will grow at a larger rate throughout the 2020 year.

1.4 FIRE MARSHAL

During 2019, the department completed an assortment of fire protection related activities. Acting as a State Local Fire Marshall, the department provided such services as Business License Inspections, new construction inspections, and response to a variety of other Life Safety issues as required by federal, state and local laws codes and ordinances. The inspections, plan reviews and meetings associated with this service, ensured the new and existing facilities of Garden City were safe from risk of fire, hazardous wastes, resulting in safe environments for the citizen of Garden City to live and work. Fire Inspections of various facilities and properties were comprised of in office and field conferences in anticipation of upcoming or planned projects pertaining to Fire Protection planning. Please note the majority of these in office and field visits were done in conjunction and simultaneously with other types of inspections such as Business Licenses Verifications, Building Inspections and Zoning Verifications. During 2019 there were approximately 1000 acts of Fire Protection related services provided to the citizens of Garden City.

1.5 FLOODPLAIN MANAGEMENT

During 2019 continued emphasis has been applied to monitoring construction activities in the Special Flood Plain Areas and keeping an inventory of the Cuts and Fills in those areas. The strengthening of communication and combined efforts of other regulatory agencies such as EPD and EPA continued this month. The efforts are important in order to ensure the City stays in compliance with federal regulations, and at the same time using those resources where possible to aid in the enforcement of those regulation common to all's concerns. The efforts to improve the City's Community Rating System (CRS) is ongoing during this month. Part of that process involve interaction and participation of multi-jurisdictional meetings and trainings amid at unity in all the local jurisdiction in the enforcement of the common regulations. In doing so the City continues advancement in the governing regulations which yields better ratings resulting in lower Flood Insurance Rates for our citizens located in the Special Flood Hazard Areas. The enforcement involves meetings, plan reviews and site inspection of all City jurisdictional properties located in the Special Flood Hazard. During 2019 there were approximately 900 Floodplain related services provide to the City.

Planning and Economic Development Department
Monthly Status Report
Summary – Year End 2019

Permits

There were 447 permits issued during FY2019. *They included:*

New Construction Building Permits

- Please see attached sheet for listing of permits

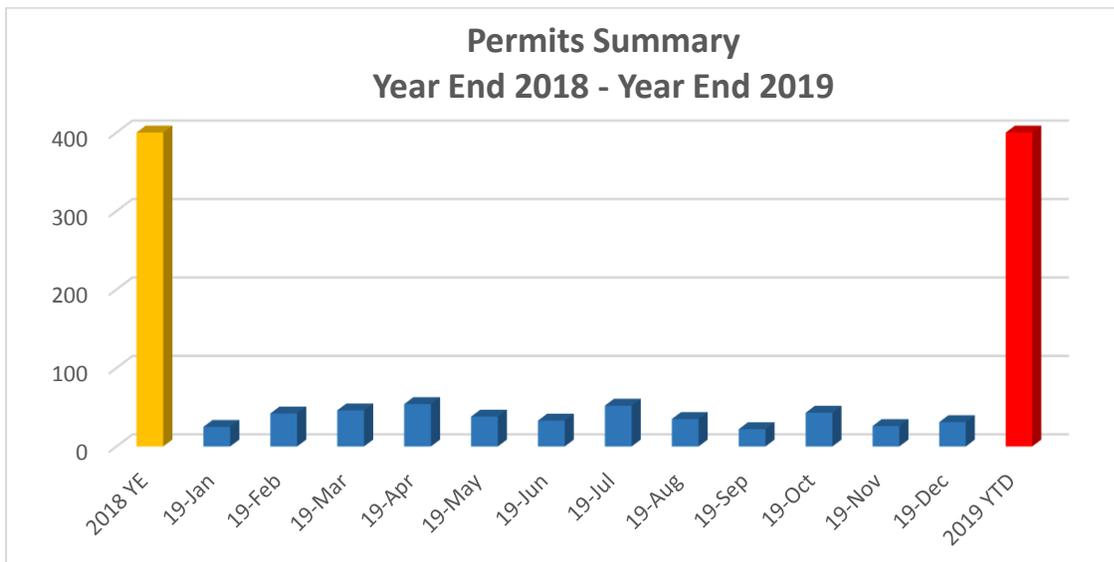
Renovation/Expansion Building Permits

- Please see attached sheet for listing of permits

Miscellaneous Permits

- Please see attached sheet for listing of permits

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



	<u>Number of Permits</u>
2018 Year End	414
Jan-19	25
Feb-19	42
Mar-19	46
Apr-19	54
May-19	38
Jun-19	33
Jul-19	52
Aug-19	35
Sep-19	22
Oct-19	43
Nov-19	26
Dec-19	31
2019 YTD	447

Inspections

Inspections scheduled during FY 2019 included:

- 161 Business License
- 223 Electrical
- 369 Building
- 168 Mechanical/Gas/Plumbing
- 197 Site (Property/Development/Preliminary/Demolition)
- 60 Fire (Sprinkler, Annual, Knox Box)
- 44 Stormwater (Annual, Maintenance Agreement/Drain)

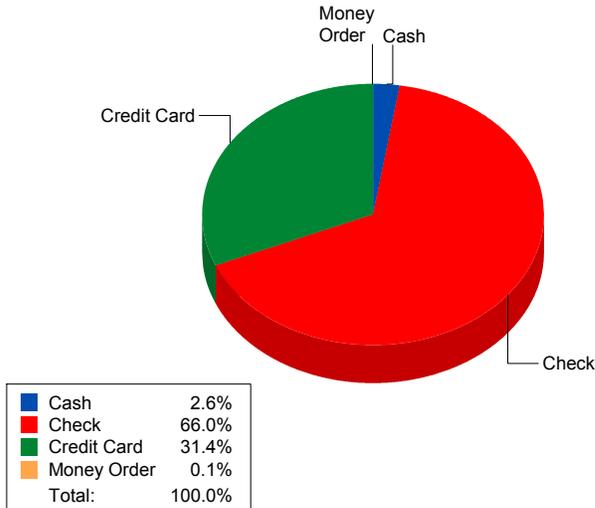
Zoning Board of Appeals/Planning Commission

Petitions filed during FY 2019 Included:

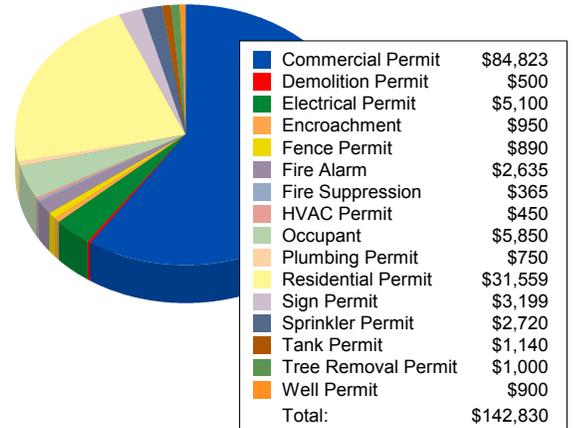
- 11 Appeal/Variance
- 17 Site Plan
- 5 Zoning Map Amendments
- 1 Major Subdivision
- 1 Zoning Text Amendments

Detailed Revenue Report

Income Breakdown



Income by Permit Type



From 1/1/2019 To 12/31/2019

	Amt Paid	Change	Invoice Amt
Commercial Permit			
Cash			
COM-12-19-5747	12/20/2019	\$65.00	\$65.00
COM-3-19-5384	03/20/2019	\$1.20	\$1.20
Total Cash Received:			\$66.20
Change Given:			\$0.00
Total Cash Collected:			\$66.20
Check			
COM-8-19-5613	08/27/2019	Check #: 1117 \$29.60	\$29.60
COM-11-19-5715	12/04/2019	Check #: 25047 \$300.00	\$300.00
COM-1-19-5273	01/09/2019	Check #: 18927 \$9,257.28	\$9,257.28
COM-10-19-5684	10/31/2019	Check #: 133294 \$202.00	\$202.00
COM-7-19-5555	07/23/2019	Check #: 502277 \$236.00	\$236.00
COM-11-19-5698	11/13/2019	Check #: 411 \$65.00	\$65.00
COM-10-19-5674	11/26/2019	Check #: 5442 \$91.60	\$91.60
COM-7-19-5570	07/23/2019	Check #: 502288 \$2,041.35	\$2,041.35
COM-1-19-5287	04/11/2019	Check #: 84052 \$132.00	\$132.00
COM-5-19-5487	05/21/2019	Check #: 005314 \$1,080.00	\$1,080.00
COM-7-19-5561	07/23/2019	Check #: 502278 \$927.80	\$927.80
COM-8-19-5588	08/28/2019	Check #: 1653 \$300.00	\$300.00
COM-4-19-5418	04/22/2019	Check #: 105 \$400.00	\$400.00
COM-4-19-5447	04/24/2019	Check #: 011061 \$1,677.36	\$1,677.36
COM-8-19-5612	08/26/2019	Check #: 1104 \$150.00	\$150.00
COM-3-19-5384	03/20/2019	Check #: 1008 \$128.00	\$128.00
COM-5-19-5483	05/24/2019	Check #: 007943 \$1,375.00	\$1,375.00

			<u>Amt Paid</u>	<u>Change</u>	<u>Invoice Amt</u>
COM-10-19-5673	11/26/2019	Check #: 5442	\$343.50	\$0.00	\$343.50
COM-3-19-5374	03/12/2019	Check #: 001019	\$866.55	\$0.00	\$866.55
COM-5-19-5488	05/17/2019	Check #: 0519	\$4,160.00	\$0.00	\$4,160.00
COM-5-19-5479	05/17/2019	Check #: 3048	\$290.00	\$0.00	\$290.00
COM-6-19-5527	07/01/2019	Check #: 2599	\$285.00	\$0.00	\$285.00
COM-1-19-5277	07/22/2019	Check #: 19793	\$741.15	\$0.00	\$741.15
COM-11-19-5716	12/04/2019	Check #: 25048	\$80.00	\$0.00	\$80.00
COM-6-19-5528	07/01/2019	Check #: 2599	\$76.00	\$0.00	\$76.00
COM-10-19-5675	12/20/2019	Check #: 005508	\$11,022.55	\$0.00	\$11,022.55
COM-8-19-5614	08/27/2019	Check #: 5514	\$800.00	\$0.00	\$800.00
COM-11-19-5701	11/06/2019	Check #: 2871	\$795.00	\$0.00	\$795.00
COM-10-19-5680	11/05/2019	Check #: 22310	\$172.64	\$0.00	\$172.64
COM-3-19-5383	03/19/2019	Check #: 1007	\$484.50	\$0.00	\$484.50
COM-11-19-5717	12/04/2019	Check #: 25049	\$3,822.50	\$0.00	\$3,822.50
COM-3-19-5365	04/02/2019	Check #: 0515	\$157.50	\$0.00	\$157.50
COM-10-19-5679	06/13/2019	Check #: 022106	\$647.40	\$0.00	\$647.40
COM-8-19-5597	08/27/2019	Check #: 203045	\$1,846.55	\$0.00	\$1,846.55
COM-10-19-5656	10/10/2019	Check #: 1678	\$1,220.25	\$0.00	\$1,220.25
COM-4-19-5420	05/13/2019	Check #: 1366	\$166.00	\$0.00	\$166.00
COM-12-19-5751	12/26/2019	Check #: 1024	\$300.00	\$0.00	\$300.00
COM-1-19-5292	01/25/2019	Check #: 002476	\$355.00	\$0.00	\$355.00
COM-5-19-5485	05/17/2019	Check #: 16433	\$781.80	\$0.00	\$781.80
COM-3-19-5366	04/02/2019	Check #: 0515	\$42.00	\$0.00	\$42.00
COM-5-19-5484	05/17/2019	Check #: 011677	\$1,375.23	\$0.00	\$1,375.23
COM-12-19-5752	12/26/2019	Check #: 1023	\$80.00	\$0.00	\$80.00
COM-11-19-5692	11/01/2019	Check #: 1129	\$3,265.22	\$0.00	\$3,265.22
COM-8-19-5615	08/28/2019	Check #: 4900	\$150.00	\$0.00	\$150.00
COM-4-19-5435	04/29/2019	Check #: 1600	\$1,604.19	\$0.00	\$1,604.19
COM-8-19-5593	08/15/2019	Check #: 3040	\$75.00	\$0.00	\$75.00
COM-8-19-5597	08/13/2019	Check #: 202228	\$225.00	\$0.00	\$225.00

Total Check Received: \$54,623.52

Change Given: \$0.00

Total Check Collected: \$54,623.52

Credit Card

COM-3-19-5377	05/07/2019		\$2,920.16	\$0.00	\$2,920.16
COM-7-19-5562	07/17/2019		\$9,035.00	\$0.00	\$9,035.00
COM-5-19-5489	05/29/2019		\$1,797.50	\$0.00	\$1,797.50
COM-5-19-5490	06/19/2019		\$870.00	\$0.00	\$870.00
COM-3-19-5372	03/08/2019		\$65.00	\$0.00	\$65.00
COM-9-19-5631	09/13/2019		\$635.00	\$0.00	\$635.00
COM-1-19-5286	01/18/2019		\$400.00	\$0.00	\$400.00
COM-5-19-5470	05/08/2019		\$290.00	\$0.00	\$290.00
COM-10-19-5682	10/30/2019		\$290.00	\$0.00	\$290.00
COM-3-19-5370	03/08/2019		\$3,650.00	\$0.00	\$3,650.00
COM-5-19-5477	05/09/2019		\$1,976.45	\$0.00	\$1,976.45
COM-2-19-5325	02/15/2019		\$65.00	\$0.00	\$65.00
COM-8-19-5596	08/14/2019		\$32.00	\$0.00	\$32.00
COM-1-19-5293	02/22/2019		\$290.00	\$0.00	\$290.00
COM-8-19-5595	08/14/2019		\$150.00	\$0.00	\$150.00
COM-4-19-5414	04/08/2019		\$5,325.00	\$0.00	\$5,325.00

		<u>Amt Paid</u>	<u>Change</u>	<u>Invoice Amt</u>
COM-9-19-5630	09/24/2019	\$290.00	\$0.00	\$290.00
COM-11-19-5696	11/08/2019	\$1,455.00	\$0.00	\$1,455.00
COM-2-19-5333	02/25/2019	\$195.00	\$0.00	\$195.00
COM-2-19-5324	02/15/2019	\$150.00	\$0.00	\$150.00
COM-8-19-5617	08/28/2019	\$65.00	\$0.00	\$65.00
COM-3-19-5376	05/07/2019	\$37.20	\$0.00	\$37.20
COM-3-19-5375	05/07/2019	\$150.00	\$0.00	\$150.00

Total Credit Card Received: \$30,133.31

Change Given: \$0.00

Total Credit Card Collected: \$30,133.31

Demolition Permit

Cash

DEMO-3-19-5357	03/04/2019	\$100.00	\$0.00	\$100.00
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Total Cash Received: \$100.00

Change Given: \$0.00

Total Cash Collected: \$100.00

Check

DEMO-3-19-5402	03/28/2019	Check #: 19040	\$100.00	\$0.00	\$100.00
COM-12-19-5725	12/04/2019	Check #: 1009	\$100.00	\$0.00	\$100.00

Total Check Received: \$200.00

Change Given: \$0.00

Total Check Collected: \$200.00

Credit Card

DEMO-1-19-5290	01/22/2019	\$100.00	\$0.00	\$100.00
DEMO-3-19-5364	03/06/2019	\$100.00	\$0.00	\$100.00

Total Credit Card Received: \$200.00

Change Given: \$0.00

Total Credit Card Collected: \$200.00

Electrical Permit

Cash

ELEC-1-19-5295	01/29/2019	\$75.00	\$0.00	\$75.00
ELEC-8-19-5616	08/28/2019	\$75.00	\$0.00	\$75.00
ELEC-3-19-5373	03/11/2019	\$75.00	\$0.00	\$75.00
ELEC-7-19-5552	07/10/2019	\$75.00	\$0.00	\$75.00
ELEC-8-19-5603	08/19/2019	\$75.00	\$0.00	\$75.00
ELEC-6-19-5498	06/03/2019	\$75.00	\$0.00	\$75.00

<u>Amt Paid</u>	<u>Change</u>	<u>Invoice Amt</u>
Total Cash Received:		\$450.00
Change Given:		\$0.00
Total Cash Collected:		\$450.00

Check

ELEC-4-19-5451	04/24/2019	Check #: 4774	\$75.00	\$0.00	\$75.00
ELEC-11-19-5708	11/19/2019	Check #: 3237	\$75.00	\$0.00	\$75.00
ELEC-2-19-5310	02/12/2019	Check #: 58117	\$75.00	\$0.00	\$75.00
ELEC-11-19-5710	11/19/2019	Check #: 3237	\$75.00	\$0.00	\$75.00
ELEC-6-19-5502	06/06/2019	Check #: 6276	\$75.00	\$0.00	\$75.00
ELEC-7-19-5557	07/15/2019	Check #: 006703	\$75.00	\$0.00	\$75.00
ELEC-9-19-5625	09/09/2019	Check #: 388	\$75.00	\$0.00	\$75.00
ELEC-10-19-5688	10/30/2019	Check #: 59306	\$75.00	\$0.00	\$75.00
ELEC-9-19-5637	09/25/2019	Check #: 4541	\$75.00	\$0.00	\$75.00
ELEC-7-19-5553	07/10/2019	Check #: 1043	\$75.00	\$0.00	\$75.00
ELEC-6-19-5507	06/10/2019	Check #: 1877	\$75.00	\$0.00	\$75.00
ELEC-6-19-5496	06/03/2019	Check #: 4823	\$75.00	\$0.00	\$75.00
ELEC-10-19-5664	10/14/2019	Check #: 006896	\$75.00	\$0.00	\$75.00
ELEC-9-19-5643	09/27/2019	Check #: 006869	\$75.00	\$0.00	\$75.00
ELEC-6-19-5503	06/06/2019	Check #: 3032	\$75.00	\$0.00	\$75.00
ELEC-1-19-5279	01/10/2019	Check #: 3368	\$75.00	\$0.00	\$75.00
ELEC-2-19-5331	02/21/2019	Check #: 3108	\$75.00	\$0.00	\$75.00
ELEC-10-19-5689	10/30/2019	Check #: 1770	\$75.00	\$0.00	\$75.00
ELEC-4-19-5424	04/11/2019	Check #: 1021	\$75.00	\$0.00	\$75.00
ELEC-2-19-5311	02/12/2019	Check #: 4680	\$75.00	\$0.00	\$75.00
ELEC-9-19-5640	10/02/2019	Check #: 1061	\$75.00	\$0.00	\$75.00
ELEC-5-19-5486	05/17/2019	Check #: 16433	\$150.00	\$0.00	\$150.00
ELEC-11-19-5711	11/19/2019	Check #: 3237	\$75.00	\$0.00	\$75.00
ELEC-7-19-5534	07/03/2019	Check #: 4530	\$75.00	\$0.00	\$75.00
ELEC-6-19-5500	06/05/2019	Check #: 4814	\$75.00	\$0.00	\$75.00
ELEC-12-19-5728	12/05/2019	Check #: 212505	\$75.00	\$0.00	\$75.00
ELEC-6-19-5499	06/05/2019	Check #: 58655	\$75.00	\$0.00	\$75.00
ELEC-11-19-5706	11/19/2019	Check #: 3249	\$75.00	\$0.00	\$75.00
ELEC-7-19-5565	07/18/2019	Check #: 4533	\$75.00	\$0.00	\$75.00
ELEC-4-19-5449	04/23/2019	Check #: 6187	\$75.00	\$0.00	\$75.00
ELEC-10-19-5685	10/29/2019	Check #: 003121	\$75.00	\$0.00	\$75.00
ELEC-4-19-5448	04/23/2019	Check #: 15138	\$75.00	\$0.00	\$75.00
ELEC-4-19-5407	04/03/2019	Check #: 6172	\$75.00	\$0.00	\$75.00
ELEC-12-19-5730	12/05/2019	Check #: 6368	\$75.00	\$0.00	\$75.00
ELEC-12-19-5729	12/05/2019	Check #: 212506	\$75.00	\$0.00	\$75.00
ELEC-2-19-5306	02/11/2019	Check #: 006446	\$75.00	\$0.00	\$75.00
ELEC-3-19-5395	03/25/2019	Check #: 4525	\$75.00	\$0.00	\$75.00
ELEC-6-19-5514	06/14/2019	Check #: 6281	\$75.00	\$0.00	\$75.00
ELEC-11-19-5709	11/19/2019	Check #: 3237	\$75.00	\$0.00	\$75.00
ELEC-7-19-5560	07/16/2019	Check #: 4878	\$75.00	\$0.00	\$75.00
ELEC-5-19-5482	05/17/2019	Check #: 3048	\$75.00	\$0.00	\$75.00
ELEC-2-19-5330	02/21/2019	Check #: 3108	\$75.00	\$0.00	\$75.00
ELEC-3-19-5380	03/13/2019	Check #: 4694	\$75.00	\$0.00	\$75.00

<u>Amt Paid</u>	<u>Change</u>	<u>Invoice Amt</u>
Total Check Received:		\$3,300.00
Change Given:		\$0.00
Total Check Collected:		\$3,300.00

Credit Card

ELEC-6-19-5516	06/20/2019		\$75.00	\$0.00	\$75.00
ELEC-1-19-5291	02/12/2019		\$75.00	\$0.00	\$75.00
ELEC-3-19-5403	03/29/2019		\$75.00	\$0.00	\$75.00
ELEC-7-19-5558	07/15/2019		\$75.00	\$0.00	\$75.00
ELEC-5-19-5480	05/15/2019		\$75.00	\$0.00	\$75.00
ELEC-12-19-5735	12/09/2019		\$75.00	\$0.00	\$75.00
ELEC-5-19-5495	05/30/2019		\$75.00	\$0.00	\$75.00
ELEC-10-19-5653	10/09/2019		\$75.00	\$0.00	\$75.00
ELEC-10-19-5668	10/16/2019		\$75.00	\$0.00	\$75.00
ELEC-10-19-5650	10/04/2019		\$75.00	\$0.00	\$75.00
ELEC-10-19-5655	10/09/2019		\$75.00	\$0.00	\$75.00
ELEC-9-19-5633	09/19/2019		\$75.00	\$0.00	\$75.00
ELEC-10-19-5683	10/30/2019		\$75.00	\$0.00	\$75.00
ELEC-3-19-5362	03/06/2019		\$75.00	\$0.00	\$75.00
ELEC-6-19-5518	06/24/2019		\$75.00	\$0.00	\$75.00
ELEC-10-19-5647	10/01/2019		\$75.00	\$0.00	\$75.00
ELEC-4-19-5450	05/13/2019		\$150.00	\$0.00	\$150.00

Total Credit Card Received:		\$1,350.00
Change Given:		\$0.00
Total Credit Card Collected:		\$1,350.00

Encroachment

Cash

ENC-10-19-5676	10/25/2019		\$50.00	\$0.00	\$50.00
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Total Cash Received:		\$50.00
Change Given:		\$0.00
Total Cash Collected:		\$50.00

Check

ENC-6-19-5526	06/27/2019	Check #: 37254	\$50.00	\$0.00	\$50.00
ENC-3-19-5358	03/04/2019	Check #: 36900	\$50.00	\$0.00	\$50.00
ENC-4-19-5437	04/12/2019	Check #: 37014	\$50.00	\$0.00	\$50.00
ENC-3-19-5401	03/27/2019	Check #: 5813	\$50.00	\$0.00	\$50.00
ENC-10-19-5687	10/29/2019	Check #: 37624	\$50.00	\$0.00	\$50.00

Total Check Received:		\$250.00
Change Given:		\$0.00
Total Check Collected:		\$250.00

			<u>Amt Paid</u>	<u>Change</u>	<u>Invoice Amt</u>
Credit Card					
ENC-9-19-5639	10/02/2019		\$50.00	\$0.00	\$50.00
ENC-11-19-5693	11/04/2019		\$50.00	\$0.00	\$50.00
ENC-8-19-5611	08/27/2019		\$50.00	\$0.00	\$50.00
ENC-10-19-5667	10/15/2019		\$50.00	\$0.00	\$50.00
ENC-10-19-5666	10/15/2019		\$50.00	\$0.00	\$50.00
ENC-11-19-5700	11/06/2019		\$50.00	\$0.00	\$50.00
ENC-5-19-5472	05/14/2019		\$50.00	\$0.00	\$50.00
ENC-10-19-5665	10/15/2019		\$50.00	\$0.00	\$50.00
ENC-11-19-5699	11/06/2019		\$50.00	\$0.00	\$50.00
ENC-8-19-5599	08/13/2019		\$50.00	\$0.00	\$50.00
ENC-2-19-5312	02/13/2019		\$50.00	\$0.00	\$50.00
ENC-3-19-5389	03/26/2019		\$50.00	\$0.00	\$50.00
ENC-8-19-5610	08/27/2019		\$50.00	\$0.00	\$50.00
			Total Credit Card Received:		\$650.00
			Change Given:		\$0.00
			Total Credit Card Collected:		\$650.00

Fence Permit

Cash					
FNCE-4-19-5440	04/18/2019		\$50.00	\$0.00	\$50.00
FNCE-4-19-5441	04/19/2019		\$50.00	\$0.00	\$50.00
			Total Cash Received:		\$100.00
			Change Given:		\$0.00
			Total Cash Collected:		\$100.00

Check					
FNCE-4-19-5422	04/12/2019	Check #: 131	\$50.00	\$0.00	\$50.00
FNCE-8-19-5623	08/30/2019	Check #: 3996	\$50.00	\$0.00	\$50.00
FNCE-12-19-5737	12/16/2019	Check #: 4075	\$50.00	\$0.00	\$50.00
FNCE-9-19-5636	09/25/2019	Check #: 7817	\$50.00	\$0.00	\$50.00
FNCE-9-18-5149	08/30/2019	Check #: 3996	\$50.00	\$0.00	\$50.00
FNCE-9-19-5645	09/30/2019	Check #: 1009	\$50.00	\$0.00	\$50.00
FNCE-4-19-5423	08/30/2019	Check #: 3996	\$50.00	\$0.00	\$50.00
			Total Check Received:		\$350.00
			Change Given:		\$0.00
			Total Check Collected:		\$350.00

Credit Card					
FNCE-9-19-5641	09/26/2019		\$50.00	\$0.00	\$50.00
FNCE-7-19-5582	07/31/2019		\$50.00	\$0.00	\$50.00
FNCE-6-19-5501	06/05/2019		\$50.00	\$0.00	\$50.00
FNCE-12-19-5722	12/06/2019		\$50.00	\$0.00	\$50.00
FNCE-7-19-5566	07/18/2019		\$190.00	\$0.00	\$190.00

	<u>Amt Paid</u>	<u>Change</u>	<u>Invoice Amt</u>
Total Credit Card Received:			\$390.00
Change Given:			\$0.00
Total Credit Card Collected:			\$390.00

Money Order

FNCE-4-19-5410	04/04/2019	Check #: 161184630	\$50.00	\$0.00	\$50.00
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Total Money Order Received:			\$50.00
Change Given:			\$0.00
Total Money Order Collected:			\$50.00

Fire Alarm

Check

FIRE-4-19-5436	05/01/2019	Check #: 25729	\$440.00	\$0.00	\$440.00
FIRE-2-19-5328	02/21/2019	Check #: 032109	\$430.00	\$0.00	\$430.00
FIRE-3-19-5397	04/04/2019	Check #: 077244	\$465.00	\$0.00	\$465.00
FIRE-3-19-5368	03/11/2019	Check #: 032152	\$430.00	\$0.00	\$430.00
FIRE-5-19-5474	05/16/2019	Check #: 032448	\$365.00	\$0.00	\$365.00

Total Check Received:			\$2,130.00
Change Given:			\$0.00
Total Check Collected:			\$2,130.00

Credit Card

FIRE-6-19-5519	10/10/2019		\$505.00	\$0.00	\$505.00
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Total Credit Card Received:			\$505.00
Change Given:			\$0.00
Total Credit Card Collected:			\$505.00

Fire Suppression

Credit Card

Fire-3-19-5369	03/11/2019		\$365.00	\$0.00	\$365.00
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Total Credit Card Received:			\$365.00
Change Given:			\$0.00
Total Credit Card Collected:			\$365.00

HVAC Permit

Cash

HVAC-10-19-5686	10/29/2019		\$75.00	\$0.00	\$75.00
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	<u>Amt Paid</u>	<u>Change</u>	<u>Invoice Amt</u>
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Total Cash Received:			\$75.00
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Change Given:			\$0.00
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Total Cash Collected:			\$75.00
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Check

HVAC-11-19-5712	11/19/2019	Check #: 2488	\$75.00	\$0.00	\$75.00
HVAC-8-19-5585	08/02/2019	Check #: 15509	\$75.00	\$0.00	\$75.00
HVAC-10-19-5652	10/07/2019	Check #: 004520	\$75.00	\$0.00	\$75.00

Total Check Received:					\$225.00
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Change Given:					\$0.00
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Total Check Collected:					\$225.00
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Credit Card

HVAC-9-18-5124	03/05/2019		\$75.00	\$0.00	\$75.00
HVAC-8-19-5586	08/01/2019		\$75.00	\$0.00	\$75.00

Total Credit Card Received:					\$150.00
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Change Given:					\$0.00
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Total Credit Card Collected:					\$150.00
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Occupant

Cash

OL-10-19-5648	10/03/2019		\$65.00	\$0.00	\$65.00
OL-12-19-5743	12/13/2019		\$65.00	\$0.00	\$65.00
OL-10-19-5660	10/10/2019		\$65.00	\$0.00	\$65.00
OL-6-19-5515	06/24/2019		\$65.00	\$0.00	\$65.00
OL-7-19-5530	07/02/2019		\$65.00	\$0.00	\$65.00
OL-12-19-5749	12/20/2019		\$65.00	\$0.00	\$65.00
OL-4-19-5442	04/19/2019		\$65.00	\$0.00	\$65.00
OL-5-19-5471	05/08/2019		\$65.00	\$0.00	\$65.00
OL-12-19-5741	12/27/2019		\$65.00	\$0.00	\$65.00
OL-4-19-5413	04/10/2019		\$65.00	\$0.00	\$65.00
OL-12-19-5727	12/04/2019		\$65.00	\$0.00	\$65.00
OL-1-19-5284	01/15/2019		\$65.00	\$0.00	\$65.00
OL-2-19-5314	02/13/2019		\$65.00	\$0.00	\$65.00

Total Cash Received:					\$845.00
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Change Given:					\$0.00
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Total Cash Collected:					\$845.00
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Check

OL-1-19-5285	01/15/2019	Check #: 1004	\$65.00	\$0.00	\$65.00
OL-5-19-5468	05/09/2019	Check #: 0056010008	\$65.00	\$0.00	\$65.00
OL-4-19-5405	04/02/2019	Check #: 1340	\$65.00	\$0.00	\$65.00
OL-3-19-5396	03/25/2019	Check #: 130	\$65.00	\$0.00	\$65.00

			<u>Amt Paid</u>	<u>Change</u>	<u>Invoice Amt</u>
OL-4-19-5416	04/16/2019	Check #: 002470858	\$65.00	\$0.00	\$65.00
OL-11-19-5704	12/27/2019	Check #: 1204	\$65.00	\$0.00	\$65.00
OL-3-19-5388	03/21/2019	Check #: 010181	\$65.00	\$0.00	\$65.00
OL-1-19-5282	01/14/2019	Check #: 2043	\$65.00	\$0.00	\$65.00
OL-4-19-5433	04/12/2019	Check #: 2258	\$65.00	\$0.00	\$65.00
OL-2-19-5343	02/28/2019	Check #: 1099	\$65.00	\$0.00	\$65.00
OL-7-19-5584	07/31/2019	Check #: 4403	\$65.00	\$0.00	\$65.00
OL-6-19-5529	06/28/2019	Check #: 10262	\$65.00	\$0.00	\$65.00
OL-1-19-5281	01/11/2019	Check #: 002475	\$65.00	\$0.00	\$65.00

Total Check Received: \$845.00

Change Given: \$0.00

Total Check Collected: \$845.00

Credit Card

OL-6-19-5522	06/25/2019		\$65.00	\$0.00	\$65.00
OL-2-19-5313	02/13/2019		\$65.00	\$0.00	\$65.00
OL-3-19-5381	03/14/2019		\$65.00	\$0.00	\$65.00
OL-6-19-5513	06/14/2019		\$65.00	\$0.00	\$65.00
OL-8-19-5609	08/27/2019		\$65.00	\$0.00	\$65.00
OL-8-19-5598	08/13/2019		\$65.00	\$0.00	\$65.00
OL-4-19-5446	04/23/2019		\$65.00	\$0.00	\$65.00
OL-8-19-5591	08/28/2019		\$65.00	\$0.00	\$65.00
OL-10-19-5670	10/22/2019		\$65.00	\$0.00	\$65.00
OL-4-19-5419	04/11/2019		\$65.00	\$0.00	\$65.00
OL-4-19-5406	04/03/2019		\$65.00	\$0.00	\$65.00
OL-2-19-5338	02/27/2019		\$65.00	\$0.00	\$65.00
OL-4-19-5438	04/16/2019		\$65.00	\$0.00	\$65.00
OL-3-19-5385	03/21/2019		\$65.00	\$0.00	\$65.00
OL-3-19-5390	03/21/2019		\$65.00	\$0.00	\$65.00
OL-2-19-5321	03/12/2019		\$65.00	\$0.00	\$65.00
OL-1-19-5296	02/04/2019		\$65.00	\$0.00	\$65.00
OL-7-19-5531	07/02/2019		\$65.00	\$0.00	\$65.00
OL-6-19-5512	06/14/2019		\$65.00	\$0.00	\$65.00
OL-5-19-5467	05/08/2019		\$65.00	\$0.00	\$65.00
OL-7-19-5567	07/18/2019		\$65.00	\$0.00	\$65.00
OL-6-19-5509	06/12/2019		\$65.00	\$0.00	\$65.00
OL-3-19-5360	03/06/2019		\$65.00	\$0.00	\$65.00
OL-3-19-5392	03/29/2019		\$65.00	\$0.00	\$65.00
OL-9-19-5634	09/19/2019		\$65.00	\$0.00	\$65.00
OL-4-19-5412	04/04/2019		\$65.00	\$0.00	\$65.00
OL-6-19-5511	06/14/2019		\$65.00	\$0.00	\$65.00
OL-7-19-5537	07/05/2019		\$65.00	\$0.00	\$65.00
OL-8-19-5622	09/06/2019		\$65.00	\$0.00	\$65.00
OL-12-19-5750	12/20/2019		\$65.00	\$0.00	\$65.00
OL-11-19-5697	11/05/2019		\$65.00	\$0.00	\$65.00
OL-3-19-5378	03/13/2019		\$65.00	\$0.00	\$65.00
OL-6-19-5510	06/13/2019		\$65.00	\$0.00	\$65.00
OL-7-19-5559	07/15/2019		\$65.00	\$0.00	\$65.00
OL-4-19-5462	05/01/2019		\$65.00	\$0.00	\$65.00
OL-10-19-5649	10/08/2019		\$65.00	\$0.00	\$65.00
OL-7-19-5550	07/10/2019		\$65.00	\$0.00	\$65.00

			<u>Amt Paid</u>	<u>Change</u>	<u>Invoice Amt</u>
OL-7-19-5551	07/10/2019		\$65.00	\$0.00	\$65.00
OL-3-19-5386	03/21/2019		\$65.00	\$0.00	\$65.00
OL-5-19-5463	05/01/2019		\$65.00	\$0.00	\$65.00
OL-1-19-5289	01/22/2019		\$65.00	\$0.00	\$65.00
OL-9-19-5629	09/11/2019		\$65.00	\$0.00	\$65.00
OL-11-19-5705	11/19/2019		\$65.00	\$0.00	\$65.00
OL-10-19-5662	10/15/2019		\$65.00	\$0.00	\$65.00
OL-6-19-5508	06/12/2019		\$65.00	\$0.00	\$65.00
OL-10-19-5672	10/24/2019		\$65.00	\$0.00	\$65.00
OL-7-19-5581	07/31/2019		\$65.00	\$0.00	\$65.00
OL-6-19-5497	06/03/2019		\$65.00	\$0.00	\$65.00
OL-10-19-5651	10/09/2019		\$65.00	\$0.00	\$65.00
OL-4-19-5452	04/25/2019		\$65.00	\$0.00	\$65.00
OL-2-19-5326	02/20/2019		\$65.00	\$0.00	\$65.00
OL-3-19-5393	04/01/2019		\$65.00	\$0.00	\$65.00
OL-12-19-5754	12/26/2019		\$65.00	\$0.00	\$65.00
OL-7-19-5532	07/02/2019		\$65.00	\$0.00	\$65.00
OL-10-19-5669	10/16/2019		\$65.00	\$0.00	\$65.00
OL-10-19-5657	10/10/2019		\$65.00	\$0.00	\$65.00
OL-5-19-5494	05/29/2019		\$65.00	\$0.00	\$65.00
OL-3-19-5391	03/27/2019		\$65.00	\$0.00	\$65.00
OL-8-19-5587	08/02/2019		\$65.00	\$0.00	\$65.00
OL-9-19-5628	09/11/2019		\$65.00	\$0.00	\$65.00
OL-3-19-5345	03/01/2019		\$65.00	\$0.00	\$65.00
OL-6-19-5520	06/25/2019		\$65.00	\$0.00	\$65.00
OL-4-19-5404	04/01/2019		\$65.00	\$0.00	\$65.00

Total Credit Card Received: \$4,095.00

Change Given: \$0.00

Total Credit Card Collected: \$4,095.00

Money Order

OL-5-19-5476	05/09/2019	Check #: 6697017476	\$65.00	\$0.00	\$65.00
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Total Money Order Received: \$65.00

Change Given: \$0.00

Total Money Order Collected: \$65.00

Plumbing Permit

Check

PLUM-9-19-5624	09/09/2019	Check #: 386	\$75.00	\$0.00	\$75.00
PLUM-10-19-5654	10/09/2019	Check #: 1038	\$75.00	\$0.00	\$75.00
PLUM-5-19-5466	05/07/2019	Check #: 2367	\$75.00	\$0.00	\$75.00

Total Check Received: \$225.00

Change Given: \$0.00

Total Check Collected: \$225.00

		<u>Amt Paid</u>	<u>Change</u>	<u>Invoice Amt</u>
Credit Card				
PLUM-4-19-5434	04/12/2019	\$75.00	\$0.00	\$75.00
PLUM-5-19-5464	05/02/2019	\$75.00	\$0.00	\$75.00
PLUM-7-19-5563	07/18/2019	\$375.00	\$0.00	\$375.00
Total Credit Card Received:				\$525.00
Change Given:				\$0.00
Total Credit Card Collected:				\$525.00

Residential Permit

Cash				
RES-2-19-5327	02/18/2019	\$65.00	\$0.00	\$65.00
RES-1-19-5274	02/19/2019	\$350.24	\$0.00	\$350.24
RES-8-19-5620	10/04/2019	\$89.48	\$0.00	\$89.48
RES-9-19-5638	09/26/2019	\$355.00	\$0.00	\$355.00
RES-9-19-5626	09/10/2019	\$114.92	\$0.00	\$114.92
RES-3-19-5398	03/26/2019	\$495.00	\$0.00	\$495.00
RES-7-19-5556	08/29/2019	\$99.00	\$0.00	\$99.00
RES-12-19-5732	12/06/2019	\$227.50	\$0.00	\$227.50
RES-6-19-5506	06/10/2019	\$105.80	\$0.00	\$105.80
RES-7-19-5533	07/03/2019	\$77.24	\$0.00	\$77.24
Total Cash Received:				\$1,979.18
Change Given:				\$0.00
Total Cash Collected:				\$1,979.18

Check					
RES-3-19-5354	03/12/2019	Check #: 29027	\$1,505.37	\$0.00	\$1,505.37
RES-10-19-5661	10/11/2019	Check #: 1539	\$140.00	\$0.00	\$140.00
RES-3-19-5359	03/12/2019	Check #: 29112	\$1,460.03	\$0.00	\$1,460.03
RES-4-19-5417	04/09/2019	Check #: 5544	\$2,404.09	\$0.00	\$2,404.09
RES-3-19-5350	03/12/2019	Check #: 29027	\$1,353.85	\$0.00	\$1,353.85
RES-7-19-5580	08/08/2019	Check #: 7709	\$1,278.72	\$0.00	\$1,278.72
RES-7-19-5578	07/29/2019	Check #: 8307	\$50.00	\$0.00	\$50.00
RES-1-19-5297	01/30/2019	Check #: 628	\$290.00	\$0.00	\$290.00
RES-3-19-5349	03/12/2019	Check #: 29027	\$1,352.17	\$0.00	\$1,352.17
RES-4-19-5439	04/18/2019	Check #: 1411	\$290.00	\$0.00	\$290.00
RES-2-19-5308	02/12/2019	Check #: 22639	\$290.00	\$0.00	\$290.00
RES-3-19-5352	03/12/2019	Check #: 29027	\$1,399.89	\$0.00	\$1,399.89
RES-3-19-5348	03/12/2019	Check #: 29027	\$1,488.10	\$0.00	\$1,488.10
RES-2-19-5304	02/14/2019	Check #: 6346	\$140.00	\$0.00	\$140.00
RES-3-19-5355	03/12/2019	Check #: 29112	\$1,492.90	\$0.00	\$1,492.90
RES-3-19-5353	03/12/2019	Check #: 29027	\$1,413.68	\$0.00	\$1,413.68
RES-7-19-5554	07/11/2019	Check #: 7655	\$1,278.72	\$0.00	\$1,278.72
RES-7-19-5579	08/08/2019	Check #: 7710	\$1,275.46	\$0.00	\$1,275.46
RES-1-19-5298	01/30/2019	Check #: 628	\$290.00	\$0.00	\$290.00
RES-7-19-5538	07/08/2019	Check #: 1013	\$260.00	\$0.00	\$260.00
RES-3-19-5387	03/21/2019	Check #: 6305	\$75.00	\$0.00	\$75.00
RES-9-19-5644	09/30/2019	Check #: 1008	\$1,396.75	\$0.00	\$1,396.75

			<u>Amt Paid</u>	<u>Change</u>	<u>Invoice Amt</u>
RES-3-19-5356	03/12/2019	Check #: 29112	\$1,460.03	\$0.00	\$1,460.03
RES-8-19-5619	09/06/2019	Check #: 1522	\$140.00	\$0.00	\$140.00
RES-1-19-5294	02/19/2019	Check #: 7156	\$1,298.50	\$0.00	\$1,298.50
RES-3-19-5347	03/12/2019	Check #: 29027	\$1,395.99	\$0.00	\$1,395.99
RES-12-18-5256	01/02/2019	Check #: 1144	\$290.00	\$0.00	\$290.00
RES-3-19-5351	03/12/2019	Check #: 29027	\$1,505.37	\$0.00	\$1,505.37
RES-6-19-5505	06/11/2019	Check #: 2759	\$1,128.00	\$0.00	\$1,128.00
RES-2-19-5305	02/14/2019	Check #: 6346	\$140.00	\$0.00	\$140.00

Total Check Received: \$28,282.62

Change Given: \$0.00

Total Check Collected: \$28,282.62

Credit Card

RES-3-19-5367	03/07/2019		\$50.00	\$0.00	\$50.00
RES-3-19-5394	03/25/2019		\$174.56	\$0.00	\$174.56
RES-12-19-5718	12/03/2019		\$215.00	\$0.00	\$215.00
RES-4-19-5408	04/15/2019		\$65.00	\$0.00	\$65.00
RES-3-19-5382	03/15/2019		\$280.60	\$0.00	\$280.60
RES-11-19-5695	11/06/2019		\$73.64	\$0.00	\$73.64
RES-8-19-5600	08/15/2019		\$65.00	\$0.00	\$65.00
RES-6-19-5521	06/25/2019		\$80.30	\$0.00	\$80.30
RES-5-19-5491	05/23/2019		\$79.40	\$0.00	\$79.40
RES-5-19-5473	05/13/2019		\$73.40	\$0.00	\$73.40
RES-4-19-5409	04/04/2019		\$140.00	\$0.00	\$140.00

Total Credit Card Received: \$1,296.90

Change Given: \$0.00

Total Credit Card Collected: \$1,296.90

Sign Permit

Check

SIGN-5-19-5475	05/17/2019	Check #: 9805	\$215.94	\$0.00	\$215.94
SIGN-3-19-5361	03/06/2019	Check #: 1006	\$156.50	\$0.00	\$156.50
SIGN-10-19-5663	10/16/2019	Check #: 10016	\$115.00	\$0.00	\$115.00
SIGN-2-19-5329	02/27/2019	Check #: 1260	\$115.00	\$0.00	\$115.00

Total Check Received: \$602.44

Change Given: \$0.00

Total Check Collected: \$602.44

Credit Card

SIGN-8-19-5621	08/29/2019		\$177.54	\$0.00	\$177.54
SIGN-11-19-5703	11/13/2019		\$115.00	\$0.00	\$115.00
SIGN-3-19-5363	03/06/2019		\$307.70	\$0.00	\$307.70
SIGN-12-19-5739	12/10/2019		\$115.00	\$0.00	\$115.00
SIGN-5-19-5469	08/30/2019		\$115.00	\$0.00	\$115.00
SIGN-1-19-5299	02/12/2019		\$190.00	\$0.00	\$190.00

		<u>Amt Paid</u>	<u>Change</u>	<u>Invoice Amt</u>
SIGN-4-19-5421	04/11/2019	\$190.00	\$0.00	\$190.00
SIGN-1-19-5300	02/12/2019	\$190.00	\$0.00	\$190.00
SIGN-6-19-5517	07/01/2019	\$315.00	\$0.00	\$315.00
SIGN-11-19-5714	11/25/2019	\$190.00	\$0.00	\$190.00
SIGN-7-19-5577	07/30/2019	\$115.00	\$0.00	\$115.00
SIGN-12-19-5738	12/10/2019	\$241.10	\$0.00	\$241.10
SIGN-8-19-5594	08/12/2019	\$144.90	\$0.00	\$144.90
SIGN-1-19-5301	02/12/2019	\$190.00	\$0.00	\$190.00

Total Credit Card Received: \$2,596.24
Change Given: \$0.00
Total Credit Card Collected: \$2,596.24

Sprinkler Permit

Check

SPRK-3-19-5379	03/13/2019	Check #: 032182	\$365.00	\$0.00	\$365.00
SPRK-2-19-5303	03/08/2019	Check #: 1193	\$140.00	\$0.00	\$140.00
SPRK-1-19-5276	01/08/2019	Check #: 030953	\$365.00	\$0.00	\$365.00
SPRK-2-19-5309	02/21/2019	Check #: 032104	\$365.00	\$0.00	\$365.00

Total Check Received: \$1,235.00
Change Given: \$0.00
Total Check Collected: \$1,235.00

Credit Card

SPRK-9-19-5632	09/16/2019		\$365.00	\$0.00	\$365.00
SPRK-1-19-5275	01/09/2019		\$365.00	\$0.00	\$365.00
SPRK-10-19-5659	10/15/2019		\$390.00	\$0.00	\$390.00
SPRK-9-19-5646	10/01/2019		\$365.00	\$0.00	\$365.00

Total Credit Card Received: \$1,485.00
Change Given: \$0.00
Total Credit Card Collected: \$1,485.00

Tank Permit

Check

TANK-10-19-5658	10/10/2019	Check #: 80896	\$570.00	\$0.00	\$570.00
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Total Check Received: \$570.00
Change Given: \$0.00
Total Check Collected: \$570.00

Credit Card

TANK-4-19-5411	04/05/2019		\$570.00	\$0.00	\$570.00
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	<u>Amt Paid</u>	<u>Change</u>	<u>Invoice Amt</u>
Total Credit Card Received:			\$570.00
Change Given:			\$0.00
Total Credit Card Collected:			\$570.00

Tree Removal Permit

Check					
COM-4-19-5425	04/19/2019	Check #: 3086	\$1,000.00	\$0.00	\$1,000.00
			Total Check Received:		\$1,000.00
			Change Given:		\$0.00
			Total Check Collected:		\$1,000.00

Well Permit

Check					
WELL-11-19-5694	11/06/2019	Check #: 006576	\$100.00	\$0.00	\$100.00
WELL-12-19-5734	12/09/2019	Check #: 15484	\$100.00	\$0.00	\$100.00
WELL-12-19-5733	12/09/2019	Check #: 15484	\$100.00	\$0.00	\$100.00
WELL-4-19-5445	04/26/2019	Check #: 0001	\$100.00	\$0.00	\$100.00
			Total Check Received:		\$400.00
			Change Given:		\$0.00
			Total Check Collected:		\$400.00

Credit Card					
WELL-8-19-5601	08/15/2019		\$100.00	\$0.00	\$100.00
WELL-11-19-5713	11/20/2019		\$100.00	\$0.00	\$100.00
WELL-1-19-5302	02/04/2019		\$100.00	\$0.00	\$100.00
WELL-11-19-5707	11/19/2019		\$100.00	\$0.00	\$100.00
WELL-4-19-5443	04/22/2019		\$100.00	\$0.00	\$100.00
			Total Credit Card Received:		\$500.00
			Change Given:		\$0.00
			Total Credit Card Collected:		\$500.00

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 1/21/20

SUBJECT: *Public Works & Water-Sewer Operations Annual Status Report*

Report in Brief

The Public Works Department Annual Status Report includes an extensive summary of the yearly activity of all divisions within the Department.

The operations detail contained in this report is for the year of 2019 and all project related information is current as of 12/31/19.

Prepared by: Frank Sypeck
Public Works Administration

Reviewed by: Benny Googe
Public Works Director

Ron Feldner, City Manager

Attachment(s)

**Public Works Department
Status Report
Summary – Annual 2019**

Operations & Maintenance

257 **Resident Service Requests** were received and Public Works crews handled 1,373 **Work Orders** for the year of 2019. **They included:**

Storm Drainage:

- Ditch Maintenance (Backhoe): Maintained about 101,609 linear feet of ditches
- Canal Maintenance & Deep Ditch Grass Cutting (Kubota Sidecutter): 353 miles
- Underground Stormwater Utility Point Repairs: 80 feet; multiple storm drains and inverts cleaned
- Storm Drains Vacuumed: \$3,000 (3rd Party)

Streets:

- \$99,158 in street / asphalt repairs (3rd party), includes cold patch
- About 16,568 miles of shoulder maintenance
- Dirt/gravel roads scraped multiple times: Bazemore, Beasley, Burgess, Davis, Deloach, Old Buckhalter, all dirt roads

Street Sweeping:

- 782 miles

Signs & Markings:

- 88 Street Sign knockdowns/replacements/cleaned/new

Street Lights:

- 16 Street Light outages/replacements (reported to Georgia Power)
- 1 New Street Light requests (reported to Georgia Power)
- 0 Interchange Light requests

Mixed & Dry Trash Collection by City:

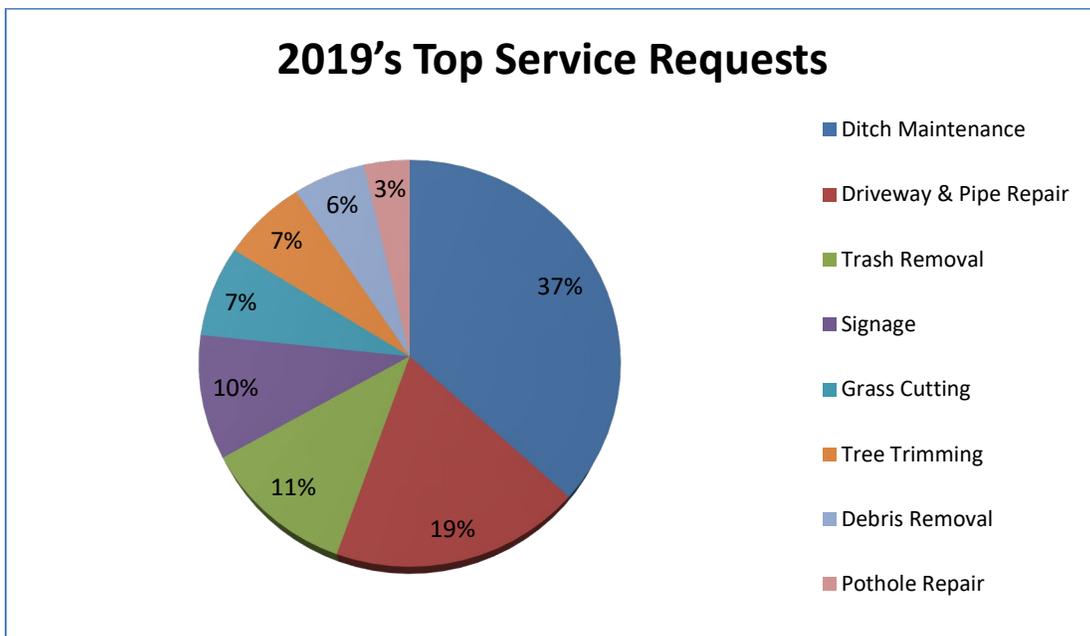
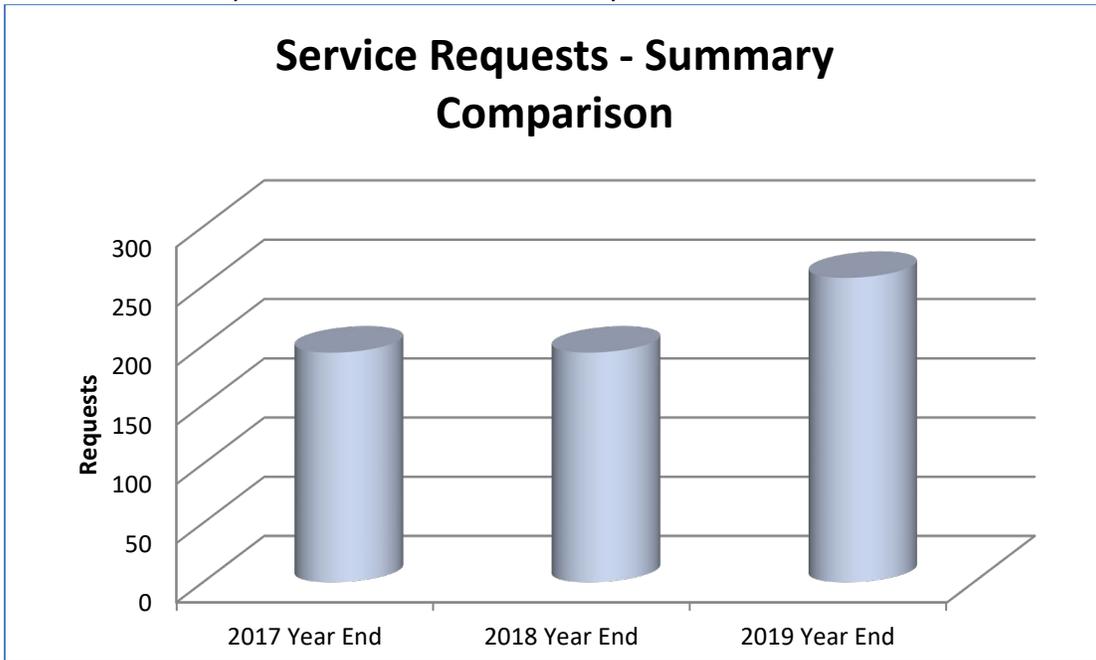
- 353.7 Tons collected in 2019 and taken to Savannah Regional Landfill
- 10 Truckloads collected in 2019 and taken to Savannah Inert Landfill

Tree Maintenance and Overgrown Lot Maintenance:

The City paid Southeastern Tree Service \$53,030 for tree removal and trimming, brush clearing, and stump grinding

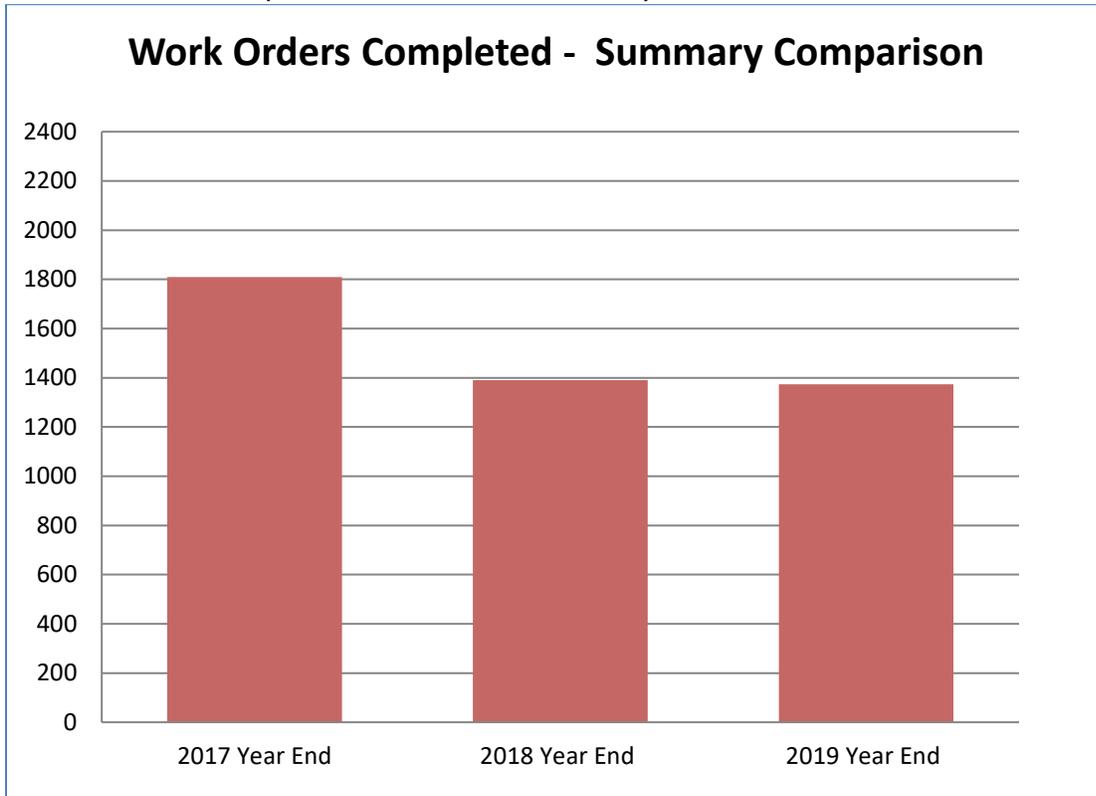
Service Request – Every time a request for Public Works service is made by phone call, written request, email request, or an actual one-on-one request to a PW employee, a “**Service Request**” is generated. This builds a computerized record of all requests made.

The graph below is a visual summary comparison of the number of **Service Requests** received by the Public Works department over the last three years.



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

The graph below is a visual summary comparison of the number of **Work Orders** completed by the Public Works department over the last three years.



Fleet Maintenance

During **2019**, Fleet Maintenance serviced and repaired **650** vehicles/equipment.

Water-Sewer Operations

Water/Sewer crews completed 1,348 **Service Requests** from Utility Billing and handled 389 **Work Orders** for the year of 2019. **They included:**

Water: 313 Work Orders

- **Produced** 339.6 Million gallons of drinking water for the year

- **Hydrant Services**
 - 2 Hydrant Replacements
 - 6 Hydrant Repairs
- **Water Line Services**
 - 86 Lateral Line Repairs, Installs, Replacements, and Maintenance
 - 34 Main Line Repairs, Installs, Replacements, and Maintenance
- **Water Valve Services**
 - 1,645 Located services
 - 13 Valve Replacements
 - 9 Valve Installations
 - 740 Water Cut-Ons
 - 828 Reconnects– Delinquent Water Bills
 - 688 Water Cut-Offs
- **Meter Services**
 - 41 Meter and MXU investigations
 - 104 Maintenance services
 - 156 Meter and MXU replacements (mostly MXUs)
 - 1,124 City initiated Re-Reads
 - 8 Customer Requested Re-Reads
 - 0 Corrected Readings

- | |
|---|
| <ul style="list-style-type: none">* Meter investigations consist of checking meters for accuracy and checking for leaks as requested by residents.* Maintenance Services consist of repairs made for leaks at the meter, register repairs, box or lid replacements, as well as, requested cleaning services for apartments.* City initiated Re-Reads occur any time a meter reader is requested to re-read a meter to confirm a high or low bill and, if needed, to give a courtesy notification of a possible leak. A re-read does not necessarily indicate a problem with the reading or the meter. |
|---|

Sewer: 76 Work Orders, including

- ***Sewer Cleanout Services***
 - 3 Repairs
 - 6 Replacements
- ***Gravity Main Services***
 - 3 Inspections
 - 10 Repair
 - 0 Sanitary Sewer Overflow Event
- ***Sewer Lateral Services***
 - 17 Blockages Cleared
 - 20 Lateral Repairs
- ***Manhole Services (flushing & repairs)***
 - 19 Inspections and Maintenance
 - 0 Repairs

Wastewater Treatment Plant and Water System

- ClearWater Solutions (CWS) has submitted the MOR for water, DMR for wastewater, and all paperwork pertaining to them for the year.
- The treatment plant treated and discharged a daily average of 1.14 MGD.
- There were no violations of the Garden City NPDES permit or on the MORs for the year.
- The water system withdrew a total of 339.6 MG for the year (or an average of 28.3 MG per month) from the well system and used 2.239 MG for the year (or an average of .187 MG per month) from Savannah I & D (Town Center Water System).
- During the year 275,629 lbs. of dry solids were removed from the WPCP.
- The in-house laboratory continued to analyze most all NPDES permit and process control tests, except the annual tests that are contracted with EPD.

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 01-15-2020

SUBJECT: *Police Department Annual Status Report*

Report in Brief

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

The operations detail contained in this report is for the year of January through December 2019.

Prepared by: Angela S. Zipperer
Title Executive Assistant to the
 Chief of Police

Reviewed by: _____
Title _____

Ron Feldner, City Manager

**Police Department
Status Report
Summary – 2019**

Operations

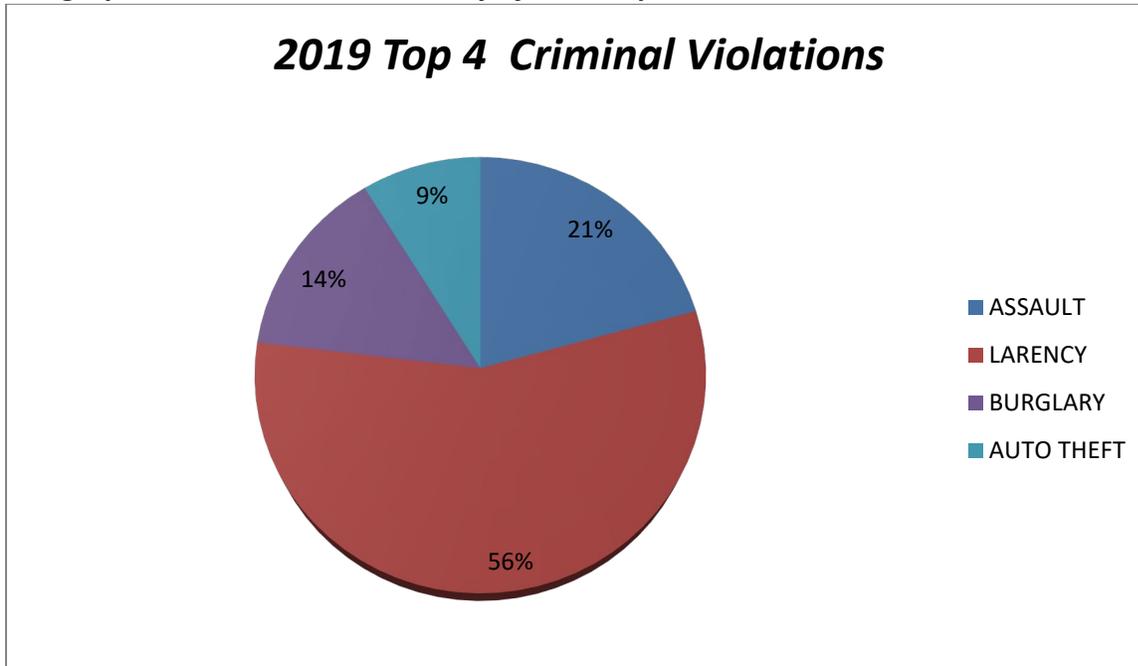
Calls for Service

There was a total of 30,582 calls for service year to date for the year of 2019.

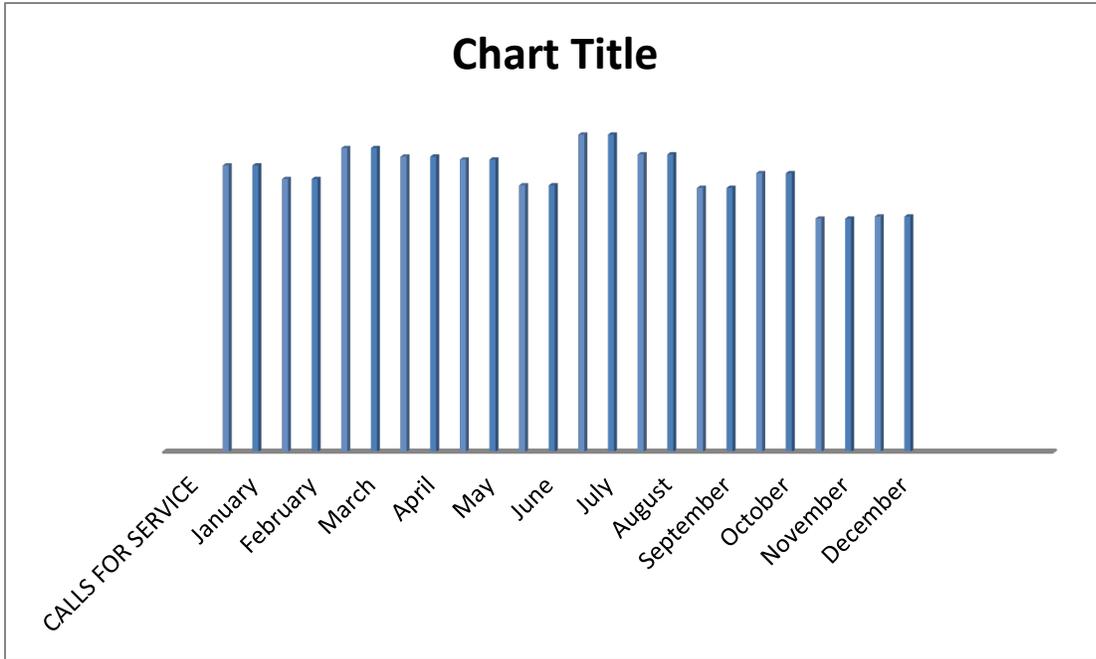
Offenses:

Assault	96	Burglary	66
Robbery	21	Larceny	260
M.V. Theft	41	Narcotics	114
Rape	5	Murder	0
All Others	29,267	Accidents	712

The graph below is a visual summary of 2019 Top 4 Criminal Violations.



The below graphs are visual summaries of the number of Calls for Service responded to by the police department.



Traffic Violations

There was a total of 16,078 traffic violations during 2019.

They included:

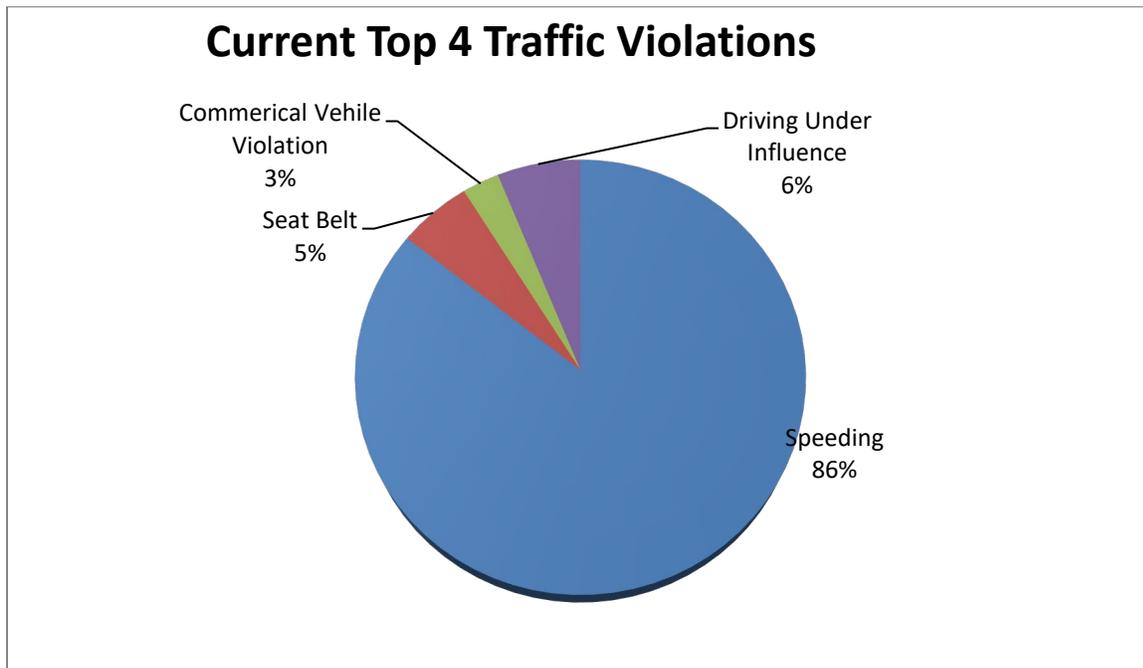
Traffic Citations Issued

Traffic Accidents	443	Fatality Accidents	1
Written Warnings	4,465	Speeding Violations	6,248
Seat Belt Violations	451	Miscellaneous Citations	4,084
DUI's	185	Total Citations	16,078

Commercial Vehicle Unit(s) Citations Issued

Total Citations Issued 201

The graph below is a visual summary of 2019 Top 4 Traffic Violations.



Municipal Court Summary

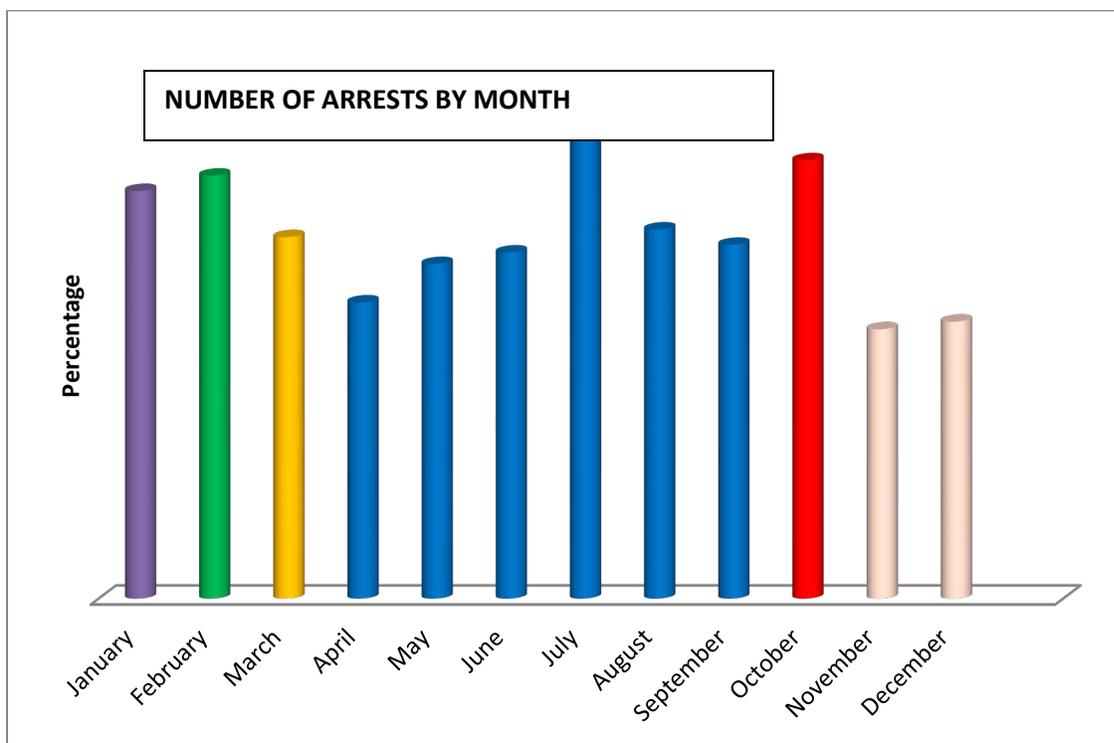
The Garden City Municipal Court handled 15,947 cases for a year of 2019. There were 1,225 cases assigned to Probation.

Adult & Juvenile Arrest/Charge Summary

The following is the total of **Adult and Juvenile Arrests/Charges** made by this department this month. This may not represent the actual number of individuals arrested as there are generally many cases where an individual will have multiple charges or counts of a specific charge. These statistics represent charges and arrests made for Criminal Code as well as Municipal Ordinance violations.

Arrests

Adult Arrests	Juvenile Arrests
1,121	11



Training

During the 2019, police personnel reported a total of 2,779 hours of training resulting in an average of 75.96 hours of training per Officer.

Items of Interest for the Year of 2019

- **Participated in the City's Easter Extravaganza and the Christmas Tree Lighting by providing refreshments and entertainment to our citizens.**
- **The GCPD hosted the "Southeastern Traffic Network" meeting and safety check.**
- **The GCPD participated in the annual "Stand Up for America Day" parade hosted by the City of Port Wentworth.**
- **The GCPD and COP Officer Oneal provided 115 children with three or more Christmas presents and Christmas gift cards to families in need.**
- **The GCPD implemented the "Cops at Bus Stops, Chat with a Cop and Cookies with a Cop" programs and hosted numerous ones though out the year.**
- **The GCPD implemented the use of "Deaf and Hard of Hearing" visor cards for Officers to communicate with the deaf or hard of hearing drivers.**
- **Sgt Michael Epley retired in September and Officers Chesney and Witherington were promoted to Corporal.**
- **Officer Jeffrey Pruett was selected as the newest K9 Handler and the GCPD purchased our newest canine Perzeus in December with grant money.**
- **The GCPD hired three new officers and put two through the Police Academy.**
- **The GCPD completed the CALEA Reaccreditation on-site process in July and received our official CALEA Reaccreditation from CALEA at the conference in November.**

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: January 21, 2020

SUBJECT: *Fire Department 2019 Year End Report*

Report in Brief

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

The operations detail contained in this report is for the year of 2019, and all related information is current as of January 10, 2020.

Prepared by: Scott Kimball
Title Assistant to
 Corbin Medeiros
 Fire Chief

Reviewed by: Corbin Medeiros
Title Fire Chief

Ron Feldner, City Manager

Attachment(s)

Fire Department Year End Status Report Summary - 2019

Operations

Calls for Service

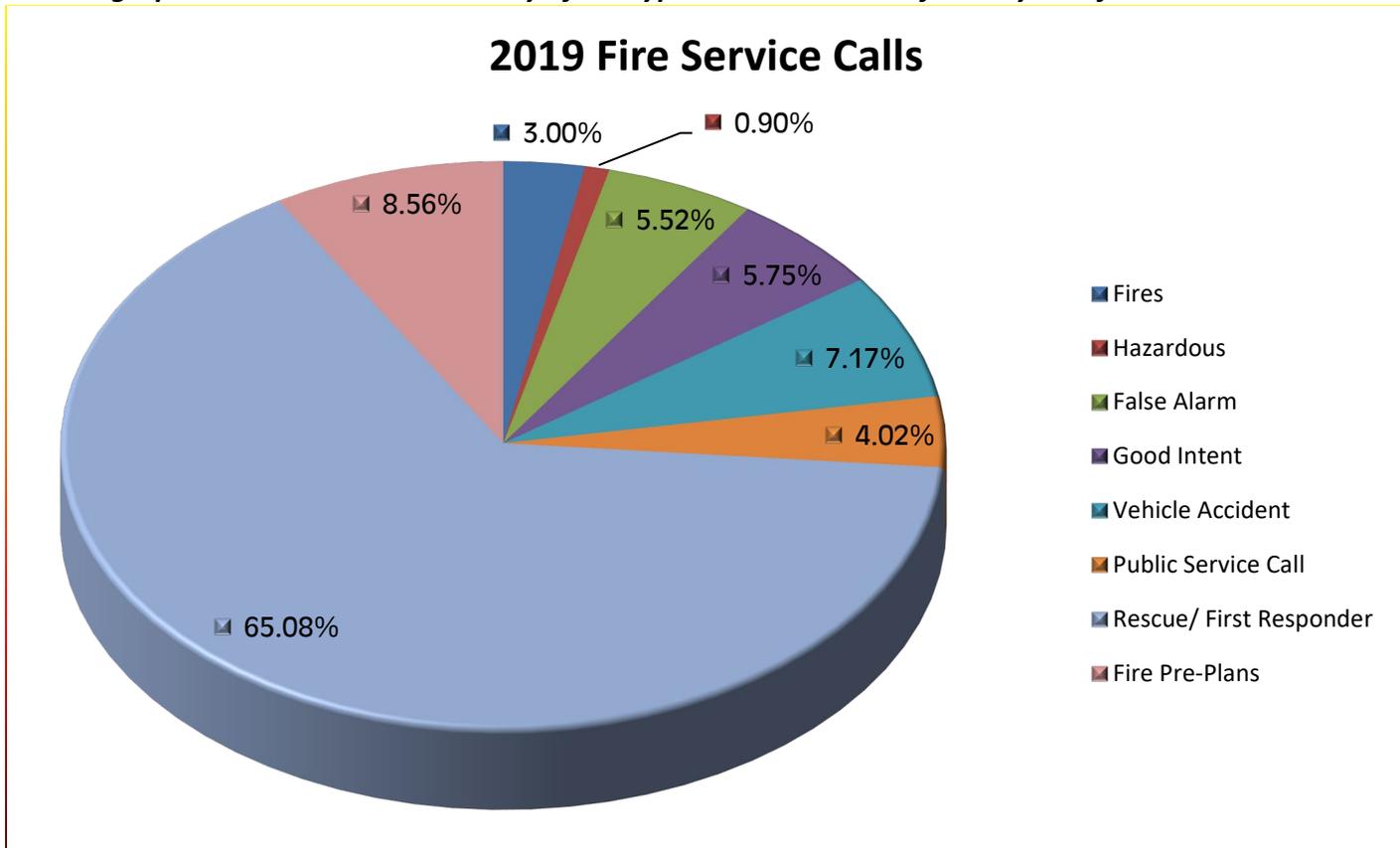
There were a total of 2,570 calls for service for the year of 2019. The average calls for service per month was 214.

- 2019 Calls for Service:**

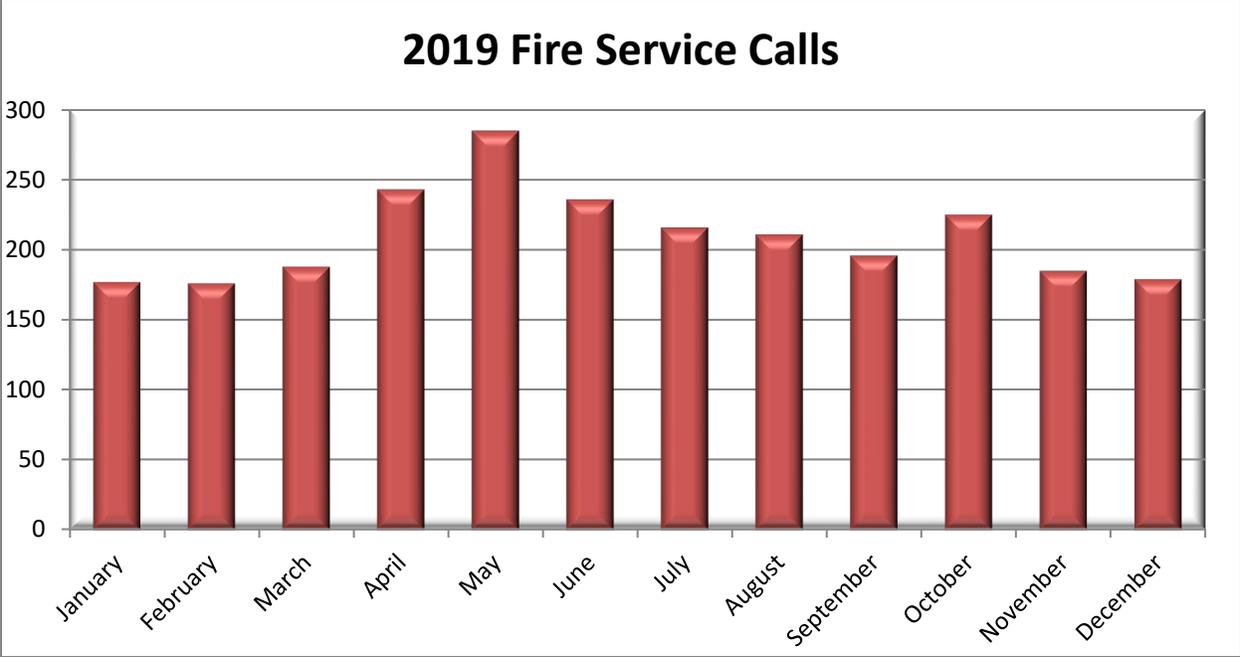
Incident Type:

Fires: 80	Motor Vehicle Accident: 191
Hazardous: 24	Public Service Call: 107
False Alarm: 147	Rescue & First Responder: 1733
Good Intent: 153	Fire Pre-Plans: 228

The graph below is a visual summary of the type Fire Service Calls for the year of 2019.



The graph below is a visual summary of the Fire Service Calls for the year of 2019.



Department Training

During the year of 2019, fire personnel reported a total of 4,379.05 hours of training resulting in an average of 257.59 hours of training per Firefighter.

Department Instructed Training

During the year the department was able to offer training that was beneficial to not only our department, but other departments as well. The following are some of the classes which were offered by Garden City Fire Department in 2019:

- GPSTC/NFA Incident Safety Officer Class 16 hours.
- ISO Understanding the ISO Rating System 8 Hours.
- GPSTC/NFA Fire Investigations for First Responders 16 hours
- GPSTC/NFA Shaping the Future 16 hours.
- P.O.S.T. Certified Narcan/Stop the Bleed training is a 4 hour we held a total of 9 classes.

National Association of Emergency Technicians Training

Two firefighters attended the Tactical Emergency Critical Care course at Pooler Fire Department. This is 16-hour class.

Georgia State Emergency Medical Technician Refresher Course

All personal that have EMT certifications attended an in house 40-hour State certified refresher course.

Georgia Ports Authority

Attended a table top exercise for response to GPA for a fire incident.

Department Items of Interest for the Year of 2019

Department Personnel

During the year of 2019, the following changes in personnel occurred:

- Promoted the Lieutenants to Captains to allow for parity to all shifts.
- All officers taken out of the training status and promoted to full status.

Department Implementations

This past year, Chief Medeiros implemented numerous changes to enhance the departments productivity which included the following:

- There were multiple departmental Policies and Guidelines implemented.
- Implemented with Assistant Chief Lewis a training program to put a training person on each shift. This would allow the training to be the same on each shift.
- Developed training check sheets to monitor progress on company level training throughout the year.

- Created various certification tracking levels in the Fire Department training software. This will better assist tracking for all certifications.
- Transition to the Elite reporting software as recommended by the State Fire Marshal.
- All preplan and hydrant information has been inputted into ArcGIS for ease of access to the field personal.

Department Equipment

Along with other changes in 2019, the following changes involved the fire equipment:

- Introduced the use of Compressed Air Foam Systems for use during initial attack by fire due engine. This can be used for open area fires, trash fires, and car fires, depending on size of the fire without the deploying of hose.
- Finally completed the Fire House Subs grant for the second sets of gear.
- Added modern AEDS for all first line and secondary line unit.
- Added the medical equipment to pursue Georgia State Licensure for first response.

Fire Hydrants

Firefighters conducted testing on a total of 350+ hydrants throughout the City to guarantee they are in working condition.

Community Relations Activities/Events

Senior Center Blood Pressure Checks

During the year of 2019, the Firefighters visited the Senior Center on Tuesday mornings to conduct blood pressure checks. The Department has a had a great response from citizens at the Senior Center.

Department Instructed CPR Class

During the year of 2019, the department American Heart Association Training Site conducted class for BLS (19 classes), Heart Saver First Aid /CPR AED (9 classes), and PALS (1 class) for a total of 201 students.

Fire Prevention Visits

Firefighters visited with numerous daycare facilities and schools to discuss fire prevention.

Career Day

Visited Southwest Middle School to discuss fire and EMS careers to explain how math and science are used in the daily functions of both career fields.

Looking Ahead

- Bringing more state certified training to the City of Garden City which will be made available to surrounding municipalities and the Georgia Port Authority.
- Assisting and attending state certified classes that are offered in surrounding municipalities.
- Broadening the community outreach with continued programs such as Remembering When, community CPR classes, the smoke detector program, and Close Before you Doze.
- Pursuing various grants for department equipment.
- Attend future table top exercises with GPA with varying response scenarios.
- Work with various State and local agencies to develop an Active Shooter response and GSAR in school buildings that are closing.

GARDEN CITY RESOLUTION

A RESOLUTION AUTHORIZING A TRANSFER OF FUNDS IN THE AMOUNT OF \$21,600.00 FROM THE CITY'S TOURISM FUND TO THE GARDEN CITY AREA CONVENTION AND VISITORS BUREAU AUTHORITY TO COVER THE DIFFERENCE BETWEEN THE AUTHORITY'S BUDGETARY EXPENSES FOR THE FIRST QUARTER OF FISCAL YEAR 2020 AND THE ANTICIPATED MONTHLY HOTEL/MOTEL TAX REVENUES TO BE RECEIVED BY THE AUTHORITY FROM THE CITY DURING SUCH FIRST QUARTER PURSUANT TO THE TERMS OF THAT CERTAIN AGREEMENT BETWEEN THE CITY AND THE AUTHORITY DATED AS OF JANUARY 1, 2020.

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

WHEREAS, a transfer of funds in the amount of \$21,600.00 from the City's Tourism Fund to the Garden City Area Convention and Visitors Bureau Authority is necessary to cover the difference between the Authority's budgetary expenses for the first quarter of Fiscal Year 2020 and the anticipated monthly hotel/motel tax revenues to be received by the Authority from the City during such first quarter pursuant to the terms of that certain Agreement between the City and the Authority dated as of January 1, 2020;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of Garden City, Georgia, in regular session assembled, do hereby approve a transfer of funds on or before January 31, 2020, in the amount of \$21,600.00 from the City's Tourism Fund to the Garden City Area Convention and Visitors Bureau Authority to cover the difference between the Authority's budgetary expenses for the first quarter of Fiscal Year 2020 and the anticipated monthly hotel/motel tax revenues to be received by the Authority from the City during such first quarter pursuant to the terms of that certain Agreement between the City and the Authority dated as of January 1, 2020;

BE IT FURTHER RESOLVED that the above-mentioned Agreement between the City and the Authority be amended through an addendum for the purpose of reflecting such transfer of funds and requiring that the funds being transferred pursuant to this Resolution be used solely for expenditure items included in the budget attached to the Agreement as Exhibit "A", and that they be expended for the sole purpose of promoting tourism, conventions and the other specific purposes set forth in Official Code of Georgia Annotated Section 48-13-51.

ADOPTED BY the Mayor and Council of Garden City, Georgia, this 21st day of January, 2020.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this 21st day of January, 2020.

DON BETHUNE, Mayor

GARDEN CITY RESOLUTION

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, that BILLY TOMLINSON, as a duly qualified member in good standing of the State Bar of Georgia, and admitted to practice before the appellate courts of this State, be appointed to serve as Chief Judge of the Garden City Municipal Court for the purpose of exercising all of the authority and duties of such position as are set forth in Article IV, Section 4.11 (a) of the Garden City, Georgia, Charter, in compliance with all applicable laws, statutes, and ordinances of Garden City, the State of Georgia, and the United States of America.

BE IT FURTHER RESOLVED that before Mr. Tomlinson commences performance of his duties and responsibilities as the Chief Judge of the Garden City Municipal Court, he be given his oath of office as required by Article IV, Section 4.11 (e), of the Garden City, Georgia, Charter, that the oath be entered upon the minutes of City Council, and that his name, contact information for business correspondence, and term of office be provided to the Georgia Administrative Office of the Courts.

BE IT FURTHER RESOLVED that the Mayor execute, with the Clerk of Council's attestation, that certain agreement between the City and Billy Tomlinson attached hereto as Exhibit "A" which sets forth the terms of Mr. Tomlinson's appointment as the Chief Judge of the Garden City Municipal Court.

IN OPEN SESSION this ____ day of January, 2020.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this ____ January, 2020.

DON BETHUNE, MAYOR

EXHIBIT "A"

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

THIS AGREEMENT is made this _____ day of January, 2020, by and between GARDEN CITY, GEORGIA, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as the "City"), and BILLY TOMLINSON of Bryan County, Georgia (hereafter referred to as "Mr. Tomlinson").

WHEREAS, the City desires to appoint and engage Mr. Tomlinson to exercise the powers, and to perform the duties and responsibilities, as Chief Judge of the Municipal Court of Garden City, Georgia.

NOW, THEREFORE, in consideration of the forgoing and the mutual promises and covenants herein contained, the parties, intending to be legally bound, agree as follows:

Section 1. **Appointment and Services to be Rendered.** The City appoints Mr. Tomlinson as Chief Judge of the Garden City Municipal Court and authorizes him to exercise any and all powers associated with such position as set forth in the applicable provisions of State law as well as the City Charter and ordinances. As Chief Judge, Mr. Tomlinson is required by the City to perform, and Mr. Tomlinson agrees to perform, all the duties and responsibilities of the Chief Judge of the Municipal Court of Garden City, Georgia, which duties and responsibilities include the following:

- (i) Presiding over approximately seventy-five (75%) percent of the scheduled court sessions pursuant to a court schedule established by City ordinance or, in the absence of an applicable ordinance, by the Chief Judge to ensure that the court dockets are kept current.
- (ii) Signing arrest warrants and conducting arraignments on an as-needed basis.
- (iii) Establishing rules and procedures for the Municipal Court to follow unless otherwise provided by City ordinance, the City Charter, or by general State law.
- (iv) Providing guidance, direction, and oversight to the Associate Judge of the City's Municipal Court.
- (v) In coordination with the City Attorney, approving court forms and procedures necessary for the proper exercise of constitutional rights and other compliance with the law, and updating such forms and procedures as necessary.
- (vi) In coordination with the City Attorney, providing proper training of court staff and officials subject to the Chief Judge's direction and control about court procedures and the use of approved court forms, and updating such training as necessary.

- (vii) Ensuring that court staff and officials subject to the Chief Judge's direction and control use approved forms, follow approved procedures and comply with applicable provisions of the Code of Judicial Conduct, court rules, ordinances and statutes.
- (viii) Notifying the City Manager and City Attorney of additional resources necessary to ensure compliance with applicable laws and rules.
- (ix) Notifying the City Manager and City Attorney of service provider performance deficiencies.
- (x) Reviewing quarterly reports and other communications of the Georgia Department of Community Supervision Misdemeanor Probation Oversight program and taking any actions the Chief Judge deems necessary or appropriate.

Section 2. **Decision-Making Responsibility.** The Chief Judge shall be solely responsible for judicial decisions. Judicial decisions include, but are not limited to, the establishment of a standard bail schedule, determination of bail in individual cases, determination of financial ability, conditions of probation, determination of liability, and determination of eligibility for indigent defense and for alternatives to monetary penalties including community service and penalty or fine reductions.

Section 3. **Qualifications and Performance.** The Chief Judge shall be licensed to practice in the State of Georgia and an active member in good standing of the State Bar of Georgia. All work done by the Chief Judge shall be of the highest professional standard and shall be performed to the City's reasonable satisfaction. The City recognizes that professional regulatory and advisory groups and bodies may from time to time establish standards and requirements with regard to municipal court judges. All restrictions contained herein with respect to the duties and obligations of the Chief Judge shall be subject to said standards and requirements of the aforesaid groups and bodies.

Section 5. **Status.** The Chief Judge's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Chief Judge warrants and represents that he has complied with all state and local laws regarding licenses that may be required for him to perform the work as set forth in this Agreement. The Chief Judge shall not be entitled to receive any compensation or benefits other than those expressly provided in this Agreement. Except as otherwise required by law, the City shall not withhold any sums from the payments to be made to the Chief Judge for Social Security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely the Chief Judge's responsibility. He shall not be eligible for, nor be entitled to, and shall not participate in, any of the City's pension, health or other fringe benefit plans, if any such plans exist. Such participation in these fringe benefit plans is limited solely to the City's employees.

Section 6. **Terms of Payment.** The City shall pay the Chief Judge, as sole consideration for the services being rendered pursuant hereto, the sum of Seven Hundred Fifty and 00/100's (\$750.00) Dollars per court day (which includes any and all sessions within the day such as criminal, traffic, and arraignments) worked by the Chief Judge. The Chief Judge shall invoice the

City for such compensation within ten (10) business days after the court day during which his services were rendered. The City shall process the invoice for payment within two (2) weeks after receiving the invoice.

Section 7. **Reimbursement of Expenses.** The City shall pay for the cost of the Chief Judge's judicial training as required pursuant to Official Code of Georgia Annotated Section 36-32-27 on a pro rata basis with the other municipal courts in Georgia over which the Chief Judge presides. In order to receive payment on such basis for the training, the Chief Judge shall submit to the City Manager an invoice evidencing the cost of the training and a statement identifying all of the municipal courts in Georgia over which the Chief Judge is presiding during the year in question. The amount which the City shall pay towards the Chief Judge's required judicial training shall be calculated by dividing the amount of the submitted invoice by the number courts identified in the statement. Other than paying for the Chief Judge's training as aforesaid, the City shall not be liable to the Chief Judge for any expenses he pays or incurs unless otherwise agreed to in writing by the City.

Section 8. **City Not Responsible for Worker's Compensation.** Because the Chief Judge is not an employee of the City, the City will not obtain worker's compensation insurance for the Chief Judge.

Section 9. **Term.** This Agreement's term shall begin on the date hereof and shall remain in force until the 31st day of December 2020.

Section 10. **Termination.** The Chief Judge may be removed from his position, and this Agreement terminated, during his term of service by a two-thirds vote of the entire membership of City Council pursuant to the mandated procedure set forth in Official Code of Georgia Annotated Section 36-32-2.1, or upon action taken by the State Judicial Qualifications Commission for the following

:

- (i) willful misconduct in office;
- (ii) willful and present failure to perform duties;
- (iii) habitual intemperance;
- (iv) conduct prejudicial to the administration of justice which brings the judicial office in disrepute; or,
- (v) disability seriously interfering with the performance of duties, which is or is likely to become, of a permanent character.

Section 11. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows or to another addressee or address as shall be set forth in a notice given in the same manner:

If to the Chief Judge:

Billy Tomlinson, Esq.
Attorney at Law
3760 US Route 17
Richmond Hill, Georgia 31324

and

If to the City:

Ron Feldner
City Manager
Garden City City Hall
100 Central Avenue
Garden City, Georgia 31405

Any notice shall be deemed to be given on the date delivered or mailed in the manner provided above.

Section 12. **No Authority to Bind City.** The Chief Judge has no authority to enter into contracts or agreements on behalf of the City.

Section 13. **Validity.** If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.

Section 14. **Waiver of Breach.** The waiver by the City or by the Chief Judge of a breach of any provision of this Agreement by the other party shall not operate, or be construed, as a waiver of any other breach of the other party.

Section 15. **Assignment.** This Agreement shall inure to the benefit of, and be binding upon, the City, its successors and assigns. It shall not be assignable by the Chief Judge.

Section 16. **Entire Agreement.** This Agreement represents the entire understanding of the parties. There are no other outstanding agreements or provisions on this subject matter. This Agreement may not be amended except by a writing signed by the party against whom enforcement of any amendment is sought.

Section 17. **Applicable Law.** The parties agree that this Agreement shall be construed and enforced pursuant to the laws of Georgia.

Section 18. **Severable.** If, for any reason, any section or portion of this Agreement shall be held by a court to be invalid or unenforceable, it is agreed that this shall not affect any other section or portion of this Agreement.

Section 19. **Insurance.** The Chief Judge agrees to procure and maintain at his expense until this Agreement is terminated professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate issued by an insurance company authorized to do business in the State of Georgia covering him as well as any agents or employees involved in the performance of his duties hereunder. Before commencing work under this Agreement, the Chief Judge shall furnish the City a certificate in form satisfactory to the City, showing how he has complied with this Section 19. The certificate shall provide that the policy shall not be changed or canceled until at least thirty (30) days written notice shall been given to the City.

Section 20. **Indemnification.** The Chief Judge agrees to indemnify the City against all liability of any character brought because of any damage sustained by any person or property resulting from any asserted negligent act, error or omission of the Chief Judge or his agents or employees. The Chief Judge, however, shall not be required to indemnify the City from assertions that the City was negligent, or to defend the City from liability based upon the City's own negligence. The indemnity required by this Section shall not be limited by the professional liability insurance coverage set forth in Section 19 above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF GARDEN CITY, GA

By: _____
Ron Feldner, City Manager

Attest: _____
Rhonda Ferrell-Bowles
Clerk of Council

BILLY TOMLINSON (L.S.)

GARDEN CITY RESOLUTION

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, that BRIAN JOSEPH HUFFMAN, JR., as a duly qualified member in good standing of the State Bar of Georgia, and admitted to practice before the appellate courts of this State, be appointed to serve as Associate Judge of the Garden City Municipal Court for the purpose of exercising all of the authority and duties of such position as are set forth in Article IV, Section 4.11 (b) of the Garden City, Georgia, Charter, in compliance with all applicable laws, statutes, and ordinances of Garden City, the State of Georgia, and the United States of America.

BE IT FURTHER RESOLVED that before Mr. Huffman commences performance of his duties and responsibilities as the Associate Judge of the Garden City Municipal Court, he be given his oath of office as required by Article IV, Section 4.11 (e), of the Garden City, Georgia, Charter, that the oath be entered upon the minutes of City Council, and that his name, contact information for business correspondence, and term of office be provided to the Georgia Administrative Office of the Courts.

BE IT FURTHER RESOLVED that the Mayor execute, with the Clerk of Council's attestation, that certain agreement between the City and Brian Joseph Huffman, Jr., attached hereto as Exhibit "A" which sets forth the terms of Mr. Huffman's appointment as the Associate Judge of the Garden City Municipal Court.

IN OPEN SESSION this ____ day of January, 2020.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this ____ January, 2020.

DON BETHUNE, MAYOR

EXHIBIT "A"

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

THIS AGREEMENT is made this _____ day of January, 2020, by and between GARDEN CITY, GEORGIA, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as the "City"), and BRIAN JOSEPH HUFFMAN, JR., ESQ., of Chatham County, Georgia (hereafter referred to as "Mr. Huffman").

WHEREAS, the City desires to appoint and engage Mr. Huffman to exercise the powers, and to perform the duties and responsibilities, as Associate Judge of the Municipal Court of Garden City, Georgia.

NOW, THEREFORE, in consideration of the forgoing and the mutual promises and covenants herein contained, the parties, intending to be legally bound, agree as follows:

Section 1. **Appointment and Services to be Rendered.** The City appoints Mr. Huffman as Associate Judge of the Garden City Municipal Court and authorizes him to exercise any and all powers associated with such position as set forth in the applicable provisions of State law as well as the City Charter and ordinances. As Associate Judge, Mr. Huffman is required by the City to perform, and Mr. Huffman agrees to perform, all of the duties and responsibilities of the Associate Judge of the Municipal Court of Garden City, Georgia, which duties and responsibilities include presiding over approximately twenty-five (25%) percent of the scheduled court sessions pursuant to a court schedule established by City ordinance or, in the absence of an applicable ordinance, by the Chief Judge of the Garden City Municipal Court, and signing arrest warrants and conducting arraignments on an as-needed basis. The performance of services of the Associate Judge shall be subject to the guidance, direction, and oversight of the Chief Judge of the Court.

Section 2. **Decision-Making Responsibility.** The Associate Judge shall be responsible for making judicial decisions which include, but are not limited to, the determination of bail in individual cases, financial ability, conditions of probation, liability, eligibility for indigent defense, and alternatives to monetary penalties including community service and penalty or fine reductions.

Section 3. **Qualifications and Performance.** The Associate Judge shall be licensed to practice in the State of Georgia and an active member in good standing of the State Bar of Georgia. All work done by the Associate Judge shall be of the highest professional standard and shall be performed to the City's reasonable satisfaction. The City recognizes that professional regulatory and advisory groups and bodies may from time to time establish standards and requirements with regard to municipal court judges. All restrictions contained herein with respect to the duties and obligations of the Associate Judge shall be subject to said standards and requirements of the aforesaid groups and bodies.

Section 5. **Status.** The Associate Judge's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Associate Judge warrants and represents that he has complied with all state and local laws regarding licenses that may be required for him to perform the work as set forth in this Agreement. The Associate Judge shall not be entitled to receive any compensation or benefits other than those expressly provided in this Agreement. Except as otherwise required by law, the City shall not withhold any sums from the payments to be made to the Associate Judge for Social Security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely the Associate Judge's responsibility. He shall not be eligible for, nor be entitled to, and shall not participate in, any of the City's pension, health or other fringe benefit plans, if any such plans exist. Such participation in these fringe benefit plans is limited solely to the City's employees.

Section 6. **Terms of Payment.** The City shall pay the Associate Judge, as sole consideration for the services being rendered pursuant hereto, the sum of Seven Hundred Fifty and 00/100's (\$750.00) Dollars per court day (which includes any and all sessions within the day such as criminal, traffic, and arraignments) worked by the Associate Judge. The Associate Judge shall invoice the City for such compensation within ten (10) business days after the court day during which his services were rendered. The City shall process the invoice for payment within two (2) weeks after receiving the invoice.

Section 7. **Reimbursement of Expenses.** The City shall pay for the cost of the Associate Judge's judicial training as required pursuant to Official Code of Georgia Annotated Section 36-32-27 on a pro rata basis with the other municipal courts in Georgia over which the Associate Judge presides. In order to receive payment on such basis for the training, the Associate Judge shall submit to the City Manager an invoice evidencing the cost of the training and a statement identifying all of the municipal courts in Georgia over which the Associate Judge is presiding during the year in question. The amount which the City shall pay towards the Associate Judge's required judicial training shall be calculated by dividing the amount of the submitted invoice by the number courts identified in the statement. Other than paying for the Associate Judge's training as aforesaid, the City shall not be liable to the Associate Judge for any expenses he pays or incurs unless otherwise agreed to in writing by the City.

Section 8. **City Not Responsible for Worker's Compensation.** Because the Associate Judge is not an employee of the City, the City will not obtain worker's compensation insurance for the Associate Judge.

Section 9. **Term.** This Agreement's term shall begin on the date hereof and shall remain in force until the 31st day of December 2020.

Section 10. **Termination.** The Associate Judge may be removed from his position, and this Agreement terminated, during his term of service by a two-thirds vote of the entire membership of City Council pursuant to the mandated procedure set forth

in Official Code of Georgia Annotated Section 36-32-2.1, or upon action taken by the State Judicial Qualifications Commission for the following

:

- (i) willful misconduct in office;
- (ii) willful and present failure to perform duties;
- (iii) habitual intemperance;
- (iv) conduct prejudicial to the administration of justice which brings the judicial office in disrepute; or,
- (v) disability seriously interfering with the performance of duties, which is or is likely to become, of a permanent character.

Section 11. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows or to another addressee or address as shall be set forth in a notice given in the same manner:

If to the Associate Judge: Brian Joseph Huffman, Jr., Esq.
The Huffman Law Firm, LLC
1211 Bull Street
Savannah, Georgia 31401

and

If to the City: Ron Feldner
City Manager
Garden City City Hall
100 Central Avenue
Garden City, Georgia 31405

Any notice shall be deemed to be given on the date delivered or mailed in the manner provided above.

Section 12. **No Authority to Bind City.** The Associate Judge has no authority to enter into contracts or agreements on behalf of the City.

Section 13. **Validity.** If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.

Section 14. **Waiver of Breach.** The waiver by the City or by the Associate Judge of a breach of any provision of this Agreement by the other party shall not operate, or be construed, as a waiver of any other breach of the other party.

Section 15. **Assignment.** This Agreement shall inure to the benefit of, and be binding upon, the City, its successors and assigns. It shall not be assignable by the Associate Judge.

Section 16. **Entire Agreement.** This Agreement represents the entire understanding of the parties. There are no other outstanding agreements or provisions on this subject matter. This Agreement may not be amended except by a writing signed by the party against whom enforcement of any amendment is sought.

Section 17. **Applicable Law.** The parties agree that this Agreement shall be construed and enforced pursuant to the laws of Georgia.

Section 18. **Severable.** If, for any reason, any section or portion of this Agreement shall be held by a court to be invalid or unenforceable, it is agreed that this shall not affect any other section or portion of this Agreement.

Section 19. **Insurance.** The Associate Judge agrees to procure and maintain at his expense until this Agreement is terminated professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate issued by an insurance company authorized to do business in the State of Georgia covering him as well as any agents or employees involved in the performance of his duties hereunder. Before commencing work under this Agreement, the Associate Judge shall furnish the City a certificate in form satisfactory to the City, showing how he has complied with this Section 19. The certificate shall provide that the policy shall not be changed or canceled until at least thirty (30) days written notice shall been given to the City.

Section 20. **Indemnification.** The Associate Judge agrees to indemnify the City against all liability of any character brought because of any damage sustained by any person or property resulting from any asserted negligent act, error or omission of the Associate Judge or his agents or employees. The Associate Judge, however, shall not be required to indemnify the City from assertions that the City was negligent, or to defend the City from liability based upon the City's own negligence. The indemnity required by this Section shall not be limited by the professional liability insurance coverage set forth in Section 19 above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF GARDEN CITY, GA

By: _____
Ron Feldner, City Manager

Attest: _____
Rhonda Ferrell-Bowles
Clerk of Council

_____(L.S.)
BRIAN JOSEPH HUFFMAN, JR.

GARDEN CITY RESOLUTION

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, that RICHARD SANDERS, JR., as a duly qualified member in good standing of the State Bar of Georgia, and admitted to practice before the appellate courts of this State, be appointed to serve as Judge Pro Tem of the Garden City Municipal Court for the purpose of exercising all of the authority and duties of such position as are set forth in Article IV, Section 4.11 (c) of the Garden City, Georgia, Charter, in compliance with all applicable laws, statutes, and ordinances of Garden City, the State of Georgia, and the United States of America.

BE IT FURTHER RESOLVED that before Mr. Sanders commences performance of his duties and responsibilities as the Judge Pro Tem of the Garden City Municipal Court, he be given his oath of office as required by Article IV, Section 4.11 (e), of the Garden City, Georgia, Charter, that the oath be entered upon the minutes of City Council, and that his name, contact information for business correspondence, and term of office be provided to the Georgia Administrative Office of the Courts.

BE IT FURTHER RESOLVED that the Mayor execute, with the Clerk of Council's attestation, that certain agreement between the City and Richard Sanders, Jr., attached hereto as Exhibit "A" which sets forth the terms of Mr. Sanders appointment as Judge Pro Tem of the Garden City Municipal Court.

IN OPEN SESSION this ____ day of January, 2020.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this ____ January, 2020.

DON BETHUNE, MAYOR

EXHIBIT "A"

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

THIS AGREEMENT is made this _____ day of January, 2020, by and between GARDEN CITY, GEORGIA, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as the "City"), and RICHARD SANDERS, JR., ESQ., of Chatham County, Georgia (hereafter referred to as "Mr. Sanders").

WHEREAS, the City desires to appoint and engage Mr. Sanders to exercise the powers, and to perform the duties and responsibilities, as Judge Pro-Tem of the Municipal Court of Garden City, Georgia.

NOW, THEREFORE, in consideration of the forgoing and the mutual promises and covenants herein contained, the parties, intending to be legally bound, agree as follows:

Section 1. **Appointment and Services to be Rendered.** The City appoints Mr. Sanders as Judge Pro Tem of the Garden City Municipal Court and authorizes him to exercise any and all powers associated with such position as set forth in the applicable provisions of State law as well as the City Charter and ordinances. As Judge Pro Tem, the City desires that Mr. Sanders perform, and Mr. Sanders agrees to perform, all the duties and responsibilities of the Judge of the Municipal Court of Garden City, Georgia, in the event he is requested by either the Chief Judge or Associate Judge of said Court to substitute for either judge for a court day. The performance of services of the Judge Pro Tem shall be subject to the guidance, direction, and oversight of the Chief Judge of the Court.

Section 2. **Decision-Making Responsibility.** When substituting for either the Chief Judge or Associate Judge of the Garden City Municipal Court, the Judge Pro Tem shall be responsible for making judicial decisions which include, but are not limited to, the determination of bail in individual cases, financial ability, conditions of probation, liability, eligibility for indigent defense, and alternatives to monetary penalties including community service and penalty or fine reductions.

Section 3. **Qualifications and Performance.** The Judge Pro Tem shall be licensed to practice in the State of Georgia and an active member in good standing of the State Bar of Georgia. All work done by the Judge Pro Tem shall be of the highest professional standard and shall be performed to the City's reasonable satisfaction. The City recognizes that professional regulatory and advisory groups and bodies may from time to time establish standards and requirements with regard to municipal court judges. All restrictions contained herein with respect to the duties and obligations of the Judge Pro Tem shall be subject to said standards and requirements of the aforesaid groups and bodies.

Section 5. **Status.** The Judge Pro Tem's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Judge Pro Tem warrants and represents that he has complied with all state and local laws regarding licenses that may be required for him to perform the work as set forth in this Agreement. The Judge Pro Tem shall not be entitled to receive any compensation or benefits other than those expressly provided in this Agreement. Except as otherwise required by law, the City shall not withhold any sums from the payments to be made to the Judge Pro Tem for Social Security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely the Judge Pro Tem's responsibility. He shall not be eligible for, nor be entitled to, and shall not participate in, any of the City's pension, health or other fringe benefit plans, if any such plans exist. Such participation in these fringe benefit plans is limited solely to the City's employees.

Section 6. **Terms of Payment.** The City shall pay the Judge Pro Tem, as sole consideration for the services being rendered pursuant hereto, the sum of Seven Hundred Fifty and 00/100's (\$750.00) Dollars per court day (which includes any and all sessions within the day such as criminal, traffic, and arraignments) worked by the Judge Pro Tem. The Judge Pro Tem Judge shall invoice the City for such compensation within ten (10) business days after the court day during which his services were rendered. The City shall process the invoice for payment within two (2) weeks after receiving the invoice.

Section 7. **Reimbursement of Expenses.** The City shall pay for the cost of the Pro Tem Judge's judicial training as required pursuant to Official Code of Georgia Annotated Section 36-32-27 on a pro rata basis with the other municipal courts in Georgia over which the Pro Tem Judge presides. In order to receive payment on such basis for the training, the Pro Tem Judge shall submit to the City Manager an invoice evidencing the cost of the training and a statement identifying all of the municipal courts in Georgia over which the Pro Tem Judge is presiding during the year in question. The amount which the City shall pay towards the Pro Tem Judge's required judicial training shall be calculated by dividing the amount of the submitted invoice by the number courts identified in the statement. Other than paying for the Pro Tem Judge's training as aforesaid, the City shall not be liable to the Pro Tem Judge for any expenses he pays or incurs unless otherwise agreed to in writing by the City.

Section 8. **City Not Responsible for Worker's Compensation.** Because the Judge Pro Tem is not an employee of the City, the City will not obtain worker's compensation insurance for the Judge Pro Tem.

Section 9. **Term.** This Agreement's term shall begin on the date hereof and shall remain in force until the 31st day of December 2020.

Section 10. **Termination.** The Judge Pro Tem may be removed from his position, and this Agreement terminated, during his term of service by a two-thirds vote of the entire membership of City Council pursuant to the mandated procedure set forth in Official Code of Georgia Annotated Section 36-32-2.1, or upon action taken by the State Judicial Qualifications Commission for the following

Section 16. **Entire Agreement.** This Agreement represents the entire understanding of the parties. There are no other outstanding agreements or provisions on this subject matter. This Agreement may not be amended except by a writing signed by the party against whom enforcement of any amendment is sought.

Section 17. **Applicable Law.** The parties agree that this Agreement shall be construed and enforced pursuant to the laws of Georgia.

Section 18. **Severable.** If, for any reason, any section or portion of this Agreement shall be held by a court to be invalid or unenforceable, it is agreed that this shall not affect any other section or portion of this Agreement.

Section 19. **Insurance.** The Judge Pro Tem agrees to procure and maintain at his expense until this Agreement is terminated professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate issued by an insurance company authorized to do business in the State of Georgia covering him as well as any agents or employees involved in the performance of his duties hereunder. Before commencing work under this Agreement, the Judge Pro Tem shall furnish the City a certificate in form satisfactory to the City, showing how he has complied with this Section 19. The certificate shall provide that the policy shall not be changed or canceled until at least thirty (30) days written notice shall be given to the City.

Section 20. **Indemnification.** The Judge Pro Tem agrees to indemnify the City against all liability of any character brought because of any damage sustained by any person or property resulting from any asserted negligent act, error or omission of the Judge Pro Tem or his agents or employees. The Judge Pro Tem, however, shall not be required to indemnify the City from assertions that the City was negligent, or to defend the City from liability based upon the City's own negligence. The indemnity required by this Section shall not be limited by the professional liability insurance coverage set forth in Section 19 above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF GARDEN CITY, GA

By: _____
Ron Feldner, City Manager

Attest: _____
Rhonda Ferrell-Bowles
Clerk of Council

_____(L.S.)
RICHARD SANDERS, JR.

GARDEN CITY RESOLUTION

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, that NATHANAEL WRIGHT, as a duly qualified member in good standing of the State Bar of Georgia, and admitted to practice before the appellate courts of this State, be appointed to serve with Don Montgomery as the City's Prosecuting Attorney on a part-time basis at their pleasure for the purpose of exercising all of the authority and duties with respect to representing the City as are set forth in Section 15-18-96 of the Official Code of Georgia Annotated in compliance with all applicable laws, statutes, and ordinances of Garden City, the State of Georgia, and the United States of America.

BE IT FURTHER RESOLVED that within thirty (30) days of the date of this resolution, the Municipal Court Clerk notify the Prosecuting Attorneys' Council of the State of Georgia of Mr. Wright's appointment.

BE IT FURTHER RESOLVED that before Mr. Wright commences performance of his duties and responsibilities as the City's Prosecuting Attorney, he be given his oath of office as required by Section 15-18-93 of the Official Code of Georgia Annotated.

BE IT FURTHER RESOLVED that the Mayor execute, with the Clerk of Council's attestation, that certain agreement between the City and Nathanael Wright attached hereto as Exhibit "A" which sets forth the terms of Mr. Wright's appointment as the City's Prosecuting Attorney.

IN OPEN SESSION this ____ day of January, 2020.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this ____ January, 2020.

DON BETHUNE, MAYOR

EXHIBIT "A"

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

THIS AGREEMENT is made this _____ day of January, 2020, by and between GARDEN CITY, GEORGIA, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as the "City"), and NATHANAEL WRIGHT, ESQ., of Chatham County, Georgia (hereafter referred to as "Mr. Wright").

WHEREAS, the City desires to appoint and engage Mr. Wright to perform the duties and responsibilities as the Prosecuting Attorney of the Municipal Court of Garden City, Georgia, pursuant to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the forgoing and the mutual promises and covenants herein contained, the parties, intending to be legally bound, agree as follows:

Section 1. Services to be Rendered. The City desires that Mr. Wright perform, and Mr. Wright agrees to perform, all the duties and responsibilities of the Prosecuting Attorney of the Municipal Court of Garden City, Georgia, which duties and responsibilities include (a) prosecuting misdemeanor and felony violations of the Georgia Criminal Code and violations of Garden City ordinances that are heard in the Municipal Court of Garden City; (b) reviewing cases prior to trial; (c) reviewing evidence prior to trial; (d) coordinating and reviewing the case witness list to insure that subpoenas have been issued; (e) consulting with applicable law enforcement officers prior to trial; (f) conducting preliminary hearings as required. During the term of this Agreement, the Prosecuting Attorney shall be available upon reasonable notice given by the City for special assignments on an as-needed basis. Mr. Wright shall share the duties of the Prosecuting Attorney with other qualified persons appointed by the City to serve in the position.

Section 2. Performance. The Clerk of the Garden City Municipal Court shall schedule, at least 60 days in advance, the court sessions at which Mr. Wright's services will be needed. If Mr. Wright has any scheduling conflicts, he is authorized to contact any of the City's other Prosecuting Attorneys to substitute for him. All work done by the Prosecuting Attorney shall be of the highest professional standard and shall be performed to the City's reasonable satisfaction. The City recognizes that professional regulatory and advisory groups and bodies may from time to time establish standards and requirements with regard to prosecutors. All restrictions contained herein with respect to the duties and obligations of the Prosecuting Attorney shall be subject to said standards and requirements of the aforesaid groups and bodies.

Section 3. Status. The Prosecuting Attorney's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Prosecuting Attorney warrants and represents that he has complied with all state and local

laws regarding licenses that may be required for him to perform the work as set forth in this Agreement. The Prosecuting Attorney shall not be entitled to receive any compensation or benefits other than those expressly provided in this Agreement. Except as otherwise required by law, the City shall not withhold any sums from the payments to be made to the Prosecuting Attorney for Social Security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely the Prosecuting Attorney's responsibility. He shall not be eligible for, nor be entitled to, and shall not participate in, any of the City's pension, health or other fringe benefit plans, if any such plans exist. Such participation in these fringe benefit plans is limited solely to the City's employees.

Section 4. Terms of Payment. The City shall pay the Prosecuting Attorney, as sole consideration for the Prosecuting Attorney's services rendered pursuant hereto, the sum of Five Hundred and 00/100's (\$500.00) Dollars per court day (which includes any and all sessions within the day such as criminal, traffic, and arraignments) worked by the Prosecuting Attorney. The Prosecuting Attorney shall invoice the City for such compensation within ten (10) business days after the court day during which his services were rendered. The City shall process the invoice for payment within two (2) weeks after receiving the invoice.

Section 5. Reimbursement of Expenses. The City shall not be liable to the Prosecuting Attorney for any expenses he pays or incurs unless otherwise agreed to in writing by the City.

Section 6. City Not Responsible for Worker's Compensation. Because the Prosecuting Attorney is not an employee of the City, the City will not obtain worker's compensation insurance for the Prosecuting Attorney.

Section 7. Term. This Agreement's term shall begin on the date hereof and shall remain in force until the 31st day of December 2020. Either party may terminate the Agreement at any time, for any or no reason, by giving sixty (60) days' written notice to the other.

Section 8. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows or to another addressee or address as shall be set forth in a notice given in the same manner:

If to the Prosecuting Attorney:	Nathanael White, Esq. Attorney at Law 210 E. 31 st Street Savannah, Georgia 31401
---------------------------------	---

and

If to the City:

Ron Feldner, City Manager
Garden City City Hall
100 Central Avenue
Garden City, Georgia 31405

Any notice shall be deemed to be given on the date delivered or mailed in the manner provided above.

Section 9. No Authority to Bind City. The Prosecuting Attorney has no authority to enter into contracts or agreements on behalf of the City.

Section 10. Validity. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.

Section 11. Waiver of Breach. The waiver by the City or by the Prosecuting Attorney of a breach of any provision of this Agreement by the other party shall not operate, or be construed, as a waiver of any other breach of the other party.

Section 12. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the City, its successors and assigns. It shall not be assignable by the Prosecuting Attorney.

Section 13. Entire Agreement. This Agreement represents the entire understanding of the parties. There are no other outstanding agreements or provisions on this subject matter. This Agreement may not be amended except by a writing signed by the party against whom enforcement of any amendment is sought.

Section 14. Applicable Law. The parties agree that this Agreement shall be construed and enforced pursuant to the laws of Georgia.

Section 15. Separability. If, for any reason, any section or portion of this Agreement shall be held by a court to be invalid or unenforceable, it is agreed that this shall not affect any other section or portion of this Agreement.

Section 16. Insurance. The Prosecuting Attorney agrees to procure and maintain at his expense until this Agreement is terminated professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate issued by an insurance company authorized to do business in the State of Georgia covering him as well as any agents or employees involved in the performance of his duties hereunder. Before commencing work under this Agreement, the Prosecuting Attorney shall furnish the City a certificate in form satisfactory to the City, showing how he has complied with

this Section. The certificate shall provide that the policy shall not be changed or canceled until at least thirty (30) days written notice shall been given to the City.

Section 17. Indemnification. The Prosecuting Attorney agrees to indemnify the City against all liability of any character brought because of any damage sustained by any person or property resulting from any asserted negligent act, error or omission of the Prosecuting Attorney or his agents or employees. The Prosecuting Attorney, however, shall not be required to indemnify the City from assertions that the City was negligent, or to defend the City from liability based upon the City's own negligence. The indemnity required by this Section shall not be limited by the professional liability insurance coverage set forth in Section 16 above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GARDEN CITY, GEORGIA

By: _____
Ron Feldner, City Manager

Attest: _____
Rhonda Ferrell-Bowles
Clerk of Council

(L.S.)
NATHANAEL WRIGHT, ESQ.

GARDEN CITY RESOLUTION

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, that DON MONTGOMERY, as a duly qualified member in good standing of the State Bar of Georgia, and admitted to practice before the appellate courts of this State, be appointed to serve with Nathanael Wright as the City's Prosecuting Attorney on a part-time basis at their pleasure for the purpose of exercising all of the authority and duties with respect to representing the City as are set forth in Section 15-18-96 of the Official Code of Georgia Annotated in compliance with all applicable laws, statutes, and ordinances of Garden City, the State of Georgia, and the United States of America.

BE IT FURTHER RESOLVED that within thirty (30) days of the date of this resolution, the Municipal Court Clerk notify the Prosecuting Attorneys' Council of the State of Georgia of Mr. Montgomery's appointment.

BE IT FURTHER RESOLVED that before Mr. Montgomery commences performance of his duties and responsibilities as the City's Prosecuting Attorney, he be given his oath of office as required by Section 15-18-93 of the Official Code of Georgia Annotated.

BE IT FURTHER RESOLVED that the Mayor execute, with the Clerk of Council's attestation, that certain agreement between the City and Don Montgomery attached hereto as Exhibit "A" which sets forth the terms of Mr. Montgomery's appointment as the City's Prosecuting Attorney.

IN OPEN SESSION this ____ day of January, 2020.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this ____ January, 2020.

DON BETHUNE, MAYOR

EXHIBIT "A"

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

THIS AGREEMENT is made this _____ day of January, 2020, by and between GARDEN CITY, GEORGIA, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as the "City"), and DON MONTGOMERY, ESQ., Chatham County, Georgia (hereafter referred to as "Mr. Montgomery").

WHEREAS, the City desires to appoint and engage Mr. Montgomery to perform the duties and responsibilities as the Prosecuting Attorney of the Municipal Court of Garden City, Georgia, pursuant to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the forgoing and the mutual promises and covenants herein contained, the parties, intending to be legally bound, agree as follows:

Section 1. Services to be Rendered. The City desires that Mr. Montgomery perform, and Mr. Montgomery agrees to perform, all the duties and responsibilities of the Prosecuting Attorney of the Municipal Court of Garden City, Georgia, which duties and responsibilities include (a) prosecuting misdemeanor and felony violations of the Georgia Criminal Code and violations of Garden City ordinances that are heard in the Municipal Court of Garden City; (b) reviewing cases prior to trial; (c) reviewing evidence prior to trial; (d) coordinating and reviewing the case witness list to insure that subpoenas have been issued; (e) consulting with applicable law enforcement officers prior to trial; (f) conducting preliminary hearings as required. During the term of this Agreement, the Prosecuting Attorney shall be available upon reasonable notice given by the City for special assignments on an as-needed basis. Mr. Montgomery shall share the duties of Prosecuting Attorney with other qualified persons appointed by the City to serve in the position.

Section 2. Performance. The Clerk of the Garden City Municipal Court shall schedule, at least 60 days in advance, the court sessions at which Mr. Montgomery's services will be needed. If Mr. Montgomery has any scheduling conflicts, he is authorized to contact any of the City's other Prosecuting Attorneys to substitute for him. All work done by the Prosecuting Attorney shall be of the highest professional standard and shall be performed to the City's reasonable satisfaction. The City recognizes that professional regulatory and advisory groups and bodies may from time to time establish standards and requirements with regard to Prosecuting Attorneys. All restrictions contained herein with respect to the duties and obligations of the Prosecuting Attorney shall be subject to said standards and requirements of the aforesaid groups and bodies.

Section 3. Status. The Prosecuting Attorney's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Prosecuting Attorney warrants and represents that he has complied with all state and local

laws regarding licenses that may be required for him to perform the work as set forth in this Agreement. The Prosecuting Attorney shall not be entitled to receive any compensation or benefits other than those expressly provided in this Agreement. Except as otherwise required by law, the City shall not withhold any sums from the payments to be made to the Prosecuting Attorney for Social Security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely the Prosecuting Attorney's responsibility. He shall not be eligible for, nor be entitled to, and shall not participate in, any of the City's pension, health or other fringe benefit plans, if any such plans exist. Such participation in these fringe benefit plans is limited solely to the City's employees.

Section 4. Terms of Payment. The City shall pay the Prosecuting Attorney, as sole consideration for the Prosecuting Attorney's services rendered pursuant hereto, the sum of Five Hundred and 00/100's (\$500.00) Dollars per court day (which includes any and all sessions within the day such as criminal, traffic, and arraignments) worked by the Solicitor. The Prosecuting Attorney shall invoice the City for such compensation within ten (10) business days after the court day during which his services were rendered. The City shall process the invoice for payment within two (2) weeks after receiving the invoice.

Section 5. Reimbursement of Expenses. The City shall not be liable to the Prosecuting Attorney for any expenses he pays or incurs unless otherwise agreed to in writing by the City.

Section 6. City Not Responsible for Worker's Compensation. Because the Prosecuting Attorney is not an employee of the City, the City will not obtain worker's compensation insurance for the Prosecuting Attorney.

Section 7. Term. This Agreement's term shall begin on the date hereof and shall remain in force until the 31st day of December 2020. Either party may terminate the Agreement at any time, for any or no reason, by giving sixty (60) days' written notice to the other.

Section 8. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows or to another addressee or address as shall be set forth in a notice given in the same manner:

If to the Prosecuting Attorney:

Don Montgomery, Esq.
Scheer, Montgomery, & Call, P.C.
8 East Liberty Street
Savannah, Georgia 31401

and

If to the City:

Ron Feldner, City Manager
Garden City City Hall
100 Central Avenue
Garden City, Georgia 31405

Any notice shall be deemed to be given on the date delivered or mailed in the manner provided above.

Section 9. No Authority to Bind City. The Prosecuting Attorney has no authority to enter into contracts or agreements on behalf of the City.

Section 10. Validity. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.

Section 11. Waiver of Breach. The waiver by the City or by the Prosecuting Attorney of a breach of any provision of this Agreement by the other party shall not operate, or be construed, as a waiver of any other breach of the other party.

Section 12. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the City, its successors and assigns. It shall not be assignable by the Prosecuting Attorney.

Section 13. Entire Agreement. This Agreement represents the entire understanding of the parties. There are no other outstanding agreements or provisions on this subject matter. This Agreement may not be amended except by a writing signed by the party against whom enforcement of any amendment is sought.

Section 14. Applicable Law. The parties agree that this Agreement shall be construed and enforced pursuant to the laws of Georgia.

Section 15. Separability. If, for any reason, any section or portion of this Agreement shall be held by a court to be invalid or unenforceable, it is agreed that this shall not affect any other section or portion of this Agreement.

Section 16. Insurance. The Prosecuting Attorney agrees to procure and maintain at his expense until this Agreement is terminated professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate issued by an insurance company authorized to do business in the State of Georgia covering him as well as any agents or employees involved in the performance of his duties hereunder. Before commencing work under this Agreement, the Prosecuting Attorney shall furnish the City a certificate in form satisfactory to the City, showing how he has complied with

this Section. The certificate shall provide that the policy shall not be changed or canceled until at least thirty (30) days written notice shall been given to the City.

Section 17. Indemnification. The Prosecuting Attorney agrees to indemnify the City against all liability of any character brought because of any damage sustained by any person or property resulting from any asserted negligent act, error or omission of the Prosecuting Attorney or his agents or employees. The Prosecuting Attorney, however, shall not be required to indemnify the City from assertions that the City was negligent, or to defend the City from liability based upon the City's own negligence. The indemnity required by this Section shall not be limited by the professional liability insurance coverage set forth in Section 16 above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GARDEN CITY, GEORGIA

By: _____
Ron Feldner, City Manager

Attest: _____
Rhonda Ferrell-Bowles
Clerk of Council

_____(L.S.)
DON MONTGOMERY, ESQ.

GARDEN CITY RESOLUTION

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, that Ryan D. Langlois, as a duly qualified member in good standing of the State Bar of Georgia, and admitted to practice before the appellate courts of this State, be appointed to serve with Crystal D. Harmon, at their pleasure, as the City's Public Defender on a part-time basis in compliance with all applicable laws, statutes, and ordinances of Garden City, the State of Georgia, and the United States of America.

BE IT FURTHER RESOLVED that the Mayor execute, with the Clerk of Council's attestation, that certain agreement between the City and Ryan D. Langlois attached hereto as Exhibit "A" which sets forth the terms of Mr. Langlois' appointment as the City's Public Defender.

IN OPEN SESSION this ___ day of January, 2020.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this ___ day of January, 2020.

DON BETHUNE
Mayor

EXHIBIT "A"

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

THIS AGREEMENT is made this _____ day of January, 2020, by and between GARDEN CITY, GEORGIA, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as the "City"), and RYAN D. LANGLOIS, ESQ., of Chatham County, Georgia (hereafter referred to as "Mr. Langlois").

WHEREAS, the City desires to appoint and engage Mr. Langlois to perform the duties and responsibilities as Public Defender of the Municipal Court of Garden City, Georgia, pursuant to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the forgoing and the mutual promises and covenants herein contained, the parties, intending to be legally bound, agree as follows:

Section 1. Services to be Rendered. The City desires that Mr. Langlois perform, and Mr. Langlois agrees to perform, all the duties and responsibilities of the Public Defender of the Municipal Court of Garden City, Georgia, which duties and responsibilities include (a) providing legal defense, as required, to indigent persons who are defendants in the Court, and who are charged with criminal offenses for which a suspended sentence of imprisonment, or other loss of liberty or any fine, fee, or cost enforceable by confinement, probation, or other loss of liberty, may be imposed; (b) reviewing cases prior to trial; (c) reviewing evidence prior to trial; (d) meeting with defendants prior to trial as needed; (e) consulting with the Garden City Solicitor and probation personnel prior to trial as needed; and (f) providing defense consultation for preliminary hearings as required. During the term of this Agreement, the Public Defender shall be available upon reasonable notice given by the City for special assignments on an as-needed basis. Ms. Langlois shall share the duties of Public Defender with other qualified persons appointed by the City to serve in the position. Legal representation responsibilities subject to the Agreement are limited to those required while in the Garden City Municipal Court. Any follow-up representation should be arranged by the defendant and at the defendant's expense or through the Eastern Judicial Circuit Public Defenders Office.

Section 2. Performance. The Clerk of the Garden City Municipal Court shall schedule, at least 60 days in advance, the court sessions at which Mr. Langlois's services will be needed. If Mr. Langlois has any scheduling conflicts, he is authorized to contact any of the City's other Public Defenders to substitute for him. All work done by the Public Defender shall be of the highest professional standard and shall be performed to the City's reasonable satisfaction. The City recognizes that professional regulatory and advisory groups and bodies may from time to time establish standards and requirements with regard to public defenders. All restrictions contained herein with respect to the

duties and obligations of the Public Defender shall be subject to said standards and requirements of the aforesaid groups and bodies.

Section 3. Status. The Public Defender's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Public Defender warrants and represents that he is currently a member in good standing of the State Bar of Georgia, and has complied with all state and local laws regarding licenses that may be required for him to perform the work as set forth in this Agreement. The Public Defender shall not be entitled to receive any compensation or benefits other than those expressly provided in this Agreement. Except as otherwise required by law, the City shall not withhold any sums from the payments to be made to the Public Defender for Social Security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely the Public Defender's responsibility. He shall not be eligible for, nor be entitled to, and shall not participate in, any of the City's pension, health or other fringe benefit plans, if any such plans exist. Such participation in these fringe benefit plans is limited solely to the City's employees.

Section 4. Terms of Payment. The City shall pay the Public Defender, as sole consideration for the Public Defender's services rendered pursuant hereto, the sum of Four Hundred and 00/100's (\$400.00) Dollars per court day (which includes any and all sessions within the day such as criminal, traffic, and arraignments) worked by the Public Defender. The Public Defender shall invoice the City for such compensation within ten (10) business days after the court day during which his services were rendered. The City shall process the invoice for payment within two (2) weeks after receiving the invoice.

Section 5. Reimbursement of Expenses. The City shall not be liable to the Public Defender for any expenses he pays or incurs unless otherwise agreed to in writing by the City.

Section 6. City Not Responsible for Worker's Compensation. Because the Public Defender is not an employee of the City, the City will not obtain worker's compensation insurance for the Public Defender.

Section 7. Term. This Agreement's term shall begin on the date hereof and shall remain in force until the 31st day of December 2020. Either party may terminate the Agreement at any time, for any or no reason, by giving thirty (30) days' written notice to the other.

Section 8. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows or to another addressee or address as shall be set forth in a notice given in the same manner:

If to the Public Defender: Ryan D. Langlois, Esq.
Attorney at Law
217 West York Street
Savannah, Georgia 31401

and

If to the City: Ron Feldner, City Manager
Garden City City Hall
100 Central Avenue
Garden City, Georgia 31405

Any notice shall be deemed to be given on the date delivered or mailed in the manner provided above.

Section 9. No Authority to Bind City. The Public Defender has no authority to enter into contracts or agreements on behalf of the City.

Section 10. Validity. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.

Section 11. Waiver of Breach. The waiver by the City or by the Public Defender of a breach of any provision of this Agreement by the other party shall not operate, or be construed, as a waiver of any other breach of the other party.

Section 12. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the City, its successors and assigns. It shall not be assignable by the Public Defender.

Section 13. Entire Agreement. This Agreement represents the entire understanding of the parties. There are no other outstanding agreements or provisions on this subject matter. This Agreement may not be amended except by a writing signed by the party against whom enforcement of any amendment is sought.

Section 14. Applicable Law. The parties agree that this Agreement shall be construed and enforced pursuant to the laws of Georgia.

Section 15. Separability. If, for any reason, any section or portion of this Agreement shall be held by a court to be invalid or unenforceable, it is agreed that this shall not affect any other section or portion of this Agreement.

Section 16. Insurance. The Public Defender agrees to procure and maintain at his expense until this Agreement is terminated professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate issued by an

insurance company authorized to do business in the State of Georgia covering him as well as any agents or employees involved in the performance of his duties hereunder. Before commencing work under this Agreement, the Public Defender shall furnish the City with a certificate in form satisfactory to the City, showing how he has complied with this Section. The certificate shall provide that the policy shall not be changed or canceled until at least thirty (30) days written notice shall been given to the City.

Section 17. Indemnification. The Public Defender agrees to indemnify the City against all liability of any character brought because of any damage sustained by any person or property resulting from any asserted negligent act, error or omission of the Public Defender or his agents or employees. The Public Defender shall not, however, be not required to indemnify the City from assertions that the City was negligent, or to defend the City from liability based upon the City's own negligence. The indemnity required by this Section shall not be limited by the amount of professional liability insurance coverage set forth in Section 16 above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GARDEN CITY, GEORGIA

By: _____
Ron Feldner, City Manager

Attest: _____
Rhonda Ferrell-Bowles
Clerk of Council

RYAN D. LANGLOIS (L.S.)

GARDEN CITY RESOLUTION

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, that Crystal D. Harmon, as a duly qualified member in good standing of the State Bar of Georgia, and admitted to practice before the appellate courts of this State, be appointed to serve with Ryan D. Langlois, at their pleasure, as the City’s Public Defender on a part-time basis in compliance with all applicable laws, statutes, and ordinances of Garden City, the State of Georgia, and the United States of America.

BE IT FURTHER RESOLVED that the Mayor execute, with the Clerk of Council’s attestation, that certain agreement between the City and Crystal D. Harmon attached hereto as Exhibit “A” which sets forth the terms of Ms. Harmon’s appointment as the City’s Public Defender.

IN OPEN SESSION this ___ day of January, 2020.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this ___ day of January, 2020.

DON BETHUNE
Mayor

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

THIS AGREEMENT is made this _____ day of January, 2020, by and between GARDEN CITY, GEORGIA, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as the "City"), and CRYSTAL D. HARMON, ESQ., of Chatham County, Georgia (hereafter referred to as "Ms. Harmon").

WHEREAS, the City desires to appoint and engage Ms. Harmon to perform the duties and responsibilities as Public Defender of the Municipal Court of Garden City, Georgia, pursuant to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the forgoing and the mutual promises and covenants herein contained, the parties, intending to be legally bound, agree as follows:

Section 1. Services to be Rendered. The City desires that Ms. Harmon perform, and Ms. Harmon agrees to perform, all the duties and responsibilities of the Public Defender of the Municipal Court of Garden City, Georgia, which duties and responsibilities include (a) providing legal defense, as required, to indigent persons who are defendants in the Court, and who are charged with criminal offenses for which a suspended sentence of imprisonment, or other loss of liberty or any fine, fee, or cost enforceable by confinement, probation, or other loss of liberty, may be imposed; (b) reviewing cases prior to trial; (c) reviewing evidence prior to trial; (d) meeting with defendants prior to trial as needed; (e) consulting with the Garden City Solicitor and probation personnel prior to trial as needed; and (f) providing defense consultation for preliminary hearings as required. During the term of this Agreement, the Public Defender shall be available upon reasonable notice given by the City for special assignments on an as-needed basis. Ms. Harmon shall share the duties of Public Defender with other qualified persons appointed by the City to serve in the position. Legal representation responsibilities subject to the Agreement are limited to those required while in the Garden City Municipal Court. Any follow-up representation should be arranged by the defendant and at the defendant's expense or through the Eastern Judicial Circuit Public Defenders Office.

Section 2. Performance. The Clerk of the Garden City Municipal Court shall schedule, at least 60 days in advance, the court sessions at which Ms. Harmon's services will be needed. If Ms. Harmon has any scheduling conflicts, she is authorized to contact any of the City's other public defenders to substitute for her. All work done by the Public Defender shall be of the highest professional standard and shall be performed to the City's reasonable satisfaction. The City recognizes that professional regulatory and advisory groups and bodies may from time to time establish standards and requirements with regard to public defenders. All restrictions contained herein with respect to the

duties and obligations of the Public Defender shall be subject to said standards and requirements of the aforesaid groups and bodies.

Section 3. Status. The Public Defender's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Public Defender warrants and represents that she is currently a member in good standing of the State Bar of Georgia, and has complied with all state and local laws regarding licenses that may be required for her to perform the work as set forth in this Agreement. The Public Defender shall not be entitled to receive any compensation or benefits other than those expressly provided in this Agreement. Except as otherwise required by law, the City shall not withhold any sums from the payments to be made to the Public Defender for Social Security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely the Public Defender's responsibility. She shall not be eligible for, nor be entitled to, and shall not participate in, any of the City's pension, health or other fringe benefit plans, if any such plans exist. Such participation in these fringe benefit plans is limited solely to the City's employees.

Section 4. Terms of Payment. The City shall pay the Public Defender, as sole consideration for the Public Defender's services rendered pursuant hereto, the sum of Five Hundred and 00/100's (\$500.00) Dollars per court day (which includes any and all sessions within the day such as criminal, traffic, and arraignments) worked by the Public Defender. The Public Defender shall invoice the City for such compensation within ten (10) business days after the court day during which her services were rendered. The City shall process the invoice for payment within two (2) weeks after receiving the invoice.

Section 5. Reimbursement of Expenses. The City shall not be liable to the Public Defender for any expenses she pays or incurs unless otherwise agreed to in writing by the City.

Section 6. City Not Responsible for Worker's Compensation. Because the Public Defender is not an employee of the City, the City will not obtain worker's compensation insurance for the Public Defender.

Section 7. Term. This Agreement's term shall begin on the date hereof and shall remain in force until the 31st day of December 2020. Either party may terminate the Agreement at any time, for any or no reason, by giving thirty (30) days' written notice to the other.

Section 8. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows or to another addressee or address as shall be set forth in a notice given in the same manner:

If to the Public Defender: Crystal D. Harmon, Esq.
Attorney at Law
Post Office Box 8613
Savannah, Georgia 31412

and

If to the City: Ron Feldner, City Manager
Garden City City Hall
100 Central Avenue
Garden City, Georgia 31405

Any notice shall be deemed to be given on the date delivered or mailed in the manner provided above.

Section 9. No Authority to Bind City. The Public Defender has no authority to enter into contracts or agreements on behalf of the City.

Section 10. Validity. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.

Section 11. Waiver of Breach. The waiver by the City or by the Public Defender of a breach of any provision of this Agreement by the other party shall not operate, or be construed, as a waiver of any other breach of the other party.

Section 12. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the City, its successors and assigns. It shall not be assignable by the Public Defender.

Section 13. Entire Agreement. This Agreement represents the entire understanding of the parties. There are no other outstanding agreements or provisions on this subject matter. This Agreement may not be amended except by a writing signed by the party against whom enforcement of any amendment is sought.

Section 14. Applicable Law. The parties agree that this Agreement shall be construed and enforced pursuant to the laws of Georgia.

Section 15. Separability. If, for any reason, any section or portion of this Agreement shall be held by a court to be invalid or unenforceable, it is agreed that this shall not affect any other section or portion of this Agreement.

Section 16. Insurance. The Public Defender agrees to procure and maintain at her expense until this Agreement is terminated professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate issued

by an insurance company authorized to do business in the State of Georgia covering her as well as any agents or employees involved in the performance of her duties hereunder. Before commencing work under this Agreement, the Public Defender shall furnish the City with a certificate in form satisfactory to the City, showing how she has complied with this Section. The certificate shall provide that the policy shall not be changed or canceled until at least thirty (30) days written notice shall been given to the City.

Section 17. Indemnification. The Public Defender agrees to indemnify the City against all liability of any character brought because of any damage sustained by any person or property resulting from any asserted negligent act, error or omission of the Public Defender or her agents or employees. The Public Defender shall not, however, be not required to indemnify the City from assertions that the City was negligent, or to defend the City from liability based upon the City's own negligence. The indemnity required by this Section shall not be limited by the amount of professional liability insurance coverage set forth in Section 16 above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GARDEN CITY, GEORGIA

By: _____
Ron Feldner, City Manager

Attest: _____
Rhonda Ferrell-Bowles
Clerk of Council

(L.S.)
CRYSTAL D. HARMON, ESQ.

GARDEN CITY RESOLUTION

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, that DOUGLAS G. ANDREWS, as a duly qualified member in good standing of the State Bar of Georgia, and admitted to practice before the appellate courts of this State, be appointed to serve as Judge Pro Tem of the Garden City Municipal Court for the purpose of exercising all of the authority and duties of such position as are set forth in Article IV, Section 4.11 (c) of the Garden City, Georgia, Charter, in compliance with all applicable laws, statutes, and ordinances of Garden City, the State of Georgia, and the United States of America.

BE IT FURTHER RESOLVED that before Mr. Andrews commences performance of his duties and responsibilities as the Judge Pro Tem of the Garden City Municipal Court, he be given his oath of office as required by Article IV, Section 4.11 (e), of the Garden City, Georgia, Charter, that the oath be entered upon the minutes of City Council, and that his name, contact information for business correspondence, and term of office be provided to the Georgia Administrative Office of the Courts.

IN OPEN SESSION this ____ day of January, 2020.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this ____ January, 2020.

DON BETHUNE, MAYOR

GARDEN CITY RESOLUTION

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, that JAMES P. GERARD, as a duly qualified member in good standing of the State Bar of Georgia, and admitted to practice before the appellate courts of this State, be appointed to serve as Judge Pro Tem of the Garden City Municipal Court for the purpose of exercising all of the authority and duties of such position as are set forth in Article IV, Section 4.11 (c) of the Garden City, Georgia, Charter, in compliance with all applicable laws, statutes, and ordinances of Garden City, the State of Georgia, and the United States of America.

BE IT FURTHER RESOLVED that before Mr. Gerard commences performance of his duties and responsibilities as the Judge Pro Tem of the Garden City Municipal Court, he be given his oath of office as required by Article IV, Section 4.11 (e), of the Garden City, Georgia, Charter, that the oath be entered upon the minutes of City Council, and that his name, contact information for business correspondence, and term of office be provided to the Georgia Administrative Office of the Courts.

IN OPEN SESSION this ____ day of January, 2020.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this ____ January, 2020.

DON BETHUNE, MAYOR