

A G E N D A
City Council Meeting
Monday, May 1, 2023 – 6:00 p.m.

➤ **OPENING**

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

➤ **FORMAL PUBLIC COMMENT**

Formal Public Comment – City Council Agenda Protocol

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

➤ RECEIPT OF INFORMAL PUBLIC COMMENT

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

Informal Public Comment – Speaker Protocol

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

➤ PUBLIC HEARINGS

Speaking to a Public Hearing Item Protocol

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

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

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

Procedures for Conducting Public Hearings on Proposed Zoning Decisions:

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

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

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

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

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

➤ **Approval of City Council Minutes**

- Consider the minutes from the April 10th Workshop, Executive Session, and April 17th Pre-Agenda Session and City Council Meeting.

City Manager's Report

- Updates and announcements

➤ **ITEMS FOR CONSIDERATION**

- **Resolution, Chief Judge Agreement (Harmon):** A resolution by the City Council to authorize the Mayor to execute an agreement between the City and Crystal Harmon, which sets forth the terms of Ms. Harmon's appointment as the Chief Judge of the Garden City Municipal Court.
- **Resolution, Associate Judge Agreement (Moody):** A resolution by the City Council to authorize the Mayor to execute an agreement between the City and Lindy Moody, which sets forth the terms of Ms. Moody's appointment as the Associate Judge of the Garden City Municipal Court.
- **Resolution, Prosecuting Attorney Agreement (Wilson):** A resolution by the City Council to authorize the Mayor to execute an agreement between the City and Ty Wilson, which sets forth the terms of Mr. Wilson's appointment as the City's Prosecuting Attorney.
- **Resolution, Public Defender Agreement (Tignor):** A resolution by the City Council to authorize the Mayor to execute an agreement between the City and Lauren Tignor, which sets forth the terms of Ms. Tignor's appointment as the City's Public Defender.
- **Resolution, Judge Pro Tem Appointment (Coolidge):** A resolution by the Mayor and Council to appoint Herman Coolidge, Jr., to serve as Judge Pro Tem of the Garden City Municipal Court.
- **Resolution, Judge Pro Tem Appointment (Gerard):** A resolution by the Mayor and Council to appoint James P. Gerard to serve as Judge Pro Tem of the Garden City Municipal Court.

➤ **ADJOURN**

SYNOPSIS

City Council Workshop Monday, April 10, 2023, @ 5:30 p.m.

Call to Order: Mayor Campbell called to order the workshop at approximately 5:30 p.m. Councilmember Hall offered the prayer.

Attendees:

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

Staff Members: Scott Robider, City Manager, and James P. Gerard, City Attorney

Staff Absent: Rhonda Ferrell-Bowles, Clerk of Council; Yolanda Irizarry, HR Director; Cliff Davis, Public Works Division Manager; Jon Bayer, Water Operations Divisions Manager; Chris Snider, Systems Administrator; Gil Ballard, Chief of Police; Mike Dick, Fire Chief; Cliff Ducey, Recreation Director; and, Veronica Enoch, Executive Assistant.

Mayor's Updates: Mayor Campbell stated that he had no updates to report.

City Council's Items/Updates:

(1) City Council Salary Increases.

The City Attorney stated that any salary increase would not be effective until after the taking of office of those elected at the next election and that the charter amendment effecting the change would have to be passed prior to the qualifying period. Councilmember Morris stated that based on the substantial salary increases passed by the Board of Education for its Board members and by the City of Savannah and Port Wentworth for their respective Mayor and Council, she was recommending salaries of \$1,000.00 per month for Garden City Councilmembers and a monthly salary of \$1,200.00 for the City's Mayor. She stated that the current salaries were not reflective of the amount of time and work which Mayor and Council are expected to spend to fulfill their City Charter duties and obligations. Councilmember Daniel stated that she wanted to know from Rhonda how much money the City had to spend on Mayor and Council salaries, and what fiscal impact the salary raise would have on City operations. Councilmember Tice stated that she could not justify any raise in salaries which would cause citizens having to pay more to the City. Councilmember Hall indicated that he could approve a monthly salary of \$800.00 for Councilmembers and a monthly salary of \$1,200.00 for Mayor. Councilmember Morris asked that the matter be placed on the next Work Shop agenda once Rhonda's input has been received.

(2) Updating of City Charter.

The City Manager indicated that there had been prior discussions about changing the procedure set forth in the Charter for replacing resigning members on Mayor and Council. Councilmember Morris added that a Charter change is also needed for the selection and replacement of the Mayor Pro Tem position. Councilmember Daniel also indicated that changes need to be made to Sections 4.14, 4.15, and 4.16 of

the Charter. The City Attorney advised that each member of Mayor and Council should review the Charter and make a list of matters which he/she wants changed, and that they then should meet collectively at another Work Shop session to compare lists and produce a list of changes which the City Attorney could incorporate into a Charter amendment.

(3) Cooper Center/EOA.

Councilmember Hall stated that EOA has been wanting to set up a meeting with the Rossignol Hill residents about the agency's desire to take over the operation of the Cooper Center. The City Manager stated that he would get some dates together for a community meeting and would contact Councilmember Lassiter about his availability. Councilmember Morris expressed her reluctance about the City's forfeiting control of the Cooper Center which will be the only community center in the City once the City's gym is sold to the Board of Education, and suggested that State Rep. Carl Gilliard be contacted about finding another location for the EOA to utilize for its programs. Concern was voiced about EOA's discontinuing community events which are currently held at the Center such as health fitness classes, wedding, and parties, that might violate the federal funding requirements with which EOA must comply to operate the facility. Councilmember Daniel questioned whether in fact the Cooper Center is currently under-utilized and asked the City Manager to determine from the City's Recreation Director how often the facility is currently being used. The City Manager indicated that the Center is frequently rented to groups outside of the City when it has not been already reserved by City residents for use. The Mayor stated that he was in favor of letting the local community determine the fate of the Center through input voiced at public meetings and on the City's website.

(4) Restructuring of the Planning Commission and the Board of Zoning Appeals.

Councilmember Daniel stated that the current Planning Commission and Board of Zoning Appeals are dysfunctional due to the lack of order during meetings, the discord between Commission/Board members, and the lack of foundation for many of the Commission/Board's decisions and recommendations, and voiced the need to restructure the Commission/Board to address her concerns. Discussion ensued about changing the make-up of the Board/Commission by permitting each Councilmember to select a qualified resident to sit on the Commission/Board; otherwise requiring equal and diverse representation on the Commission/Board amongst all voting districts; and permitting City Staff or zoning professionals to serve as Board/Commission members. The City Attorney voiced his opinion that the Commission/Board generally displayed good decision-making; that the members have diverse views on certain issues as is the case on any commission/board; and that nothing was wrong about members expressing their personal views at meetings so long as such views were relevant to the issues at hand and were expressed in a manner dictated by Robert's Rules of Order. He added that the appointments previously made by Mayor and Council to the Commission always attempted to ensure that each voting district would have equal representation, but that there was no ordinance requiring such. He advised Mayor and Council about the time it would take to revamp the structure of the Commission/Board, and warned against changing something that is not broke. Councilmember Morris generally agreed with the City Attorney and applauded the time and effort being put forth by the Commission/Board members who are all volunteers.

(5) Creating a Council Protocol for Meetings.

Councilmember Daniel expressed her concern that the City does not have protocols and procedures in place for running meetings, and expressed the need to put some in place. The City Attorney stated that

the City already has ordinances governing the running of meetings and public hearings, and that the Mayor and Council and all Boards are obligated to follow Robert's Rule of Order which is used by most federal, state, and local governing authorities. He warned Mayor and Council against drafting its own rules which could conflict with and violate Robert's Rules of Order. He pointed out that the cause of Councilmember Daniel's concern was that city officials have not taken the time to familiarize themselves with Roberts Rules of Order or taken courses thereon which is essential for the smooth running of meeting and hearings. Councilmembers Lassiter and Morris echoed the importance of Mayor and Council's following Robert's Rules of Order.

(6) ARPA Funds.

The City received 3.4 million dollars in ARPA Funds which must be used for (1) the funding of building of infrastructure, including roads, (2) the modernization of cybersecurity, including hardware, software, and protection of critical infrastructure, (3) health services, (4) environmental remediation, (5) school or educational services, or (6) the provision of police, fire, and other public safety services. The funds cannot be used to make deposits into pension funds; to directly or indirectly offset a reduction in net tax revenue resulting from a change of law, regulation, or administrative interpretation; to make debt service payments; to replenish financial reserves; or to satisfy an obligation arising from a judicial settlement. Because the spending of such Funds on ARPA- projects will free up City General Fund money which would have otherwise been spent on such projects, a work shop will be held prior to the preparation of the 2024 budget to determine how to use the surplus funds. The City has until 2026 to commence the spending of such Funds, and until 2031 to complete the projects on which the Funds are being used.

(7) Revitalization of Highway 21 Project Status.

The City Manager reported that the Highway 21 and Highway 307 Corridor Studies have been completed and that the Highway 80 and Highway 17 Corridor Studies are under way. The studies are paid for by the municipalities that are affected, the County, and by Georgia Port Authority. The recommendations of the studies are acted upon by the affected cities, the County, the federal government, and by the Georgia Department of Transportation which owns the roads. Before a study can be acted upon, funding must be raised between those parties. Chatham County is presently seeking federal funding for the Highway 21 and the Highway 307 Corridor Studies. Garden City has yet to identify any funding for the projects. The City Manager advised Mayor and Council that the City may need to raise its millage rate in order to raise enough money to fund its portion of the highway projects.

Councilmember Ruiz expressed the need to find a way to revitalize the private properties along Highway 21. The City Manager stated that the City could enforce its nuisance abatement ordinances against properties which did not conform with the City's building, zoning, and development codes, but that it could not force a private property owner to beautify its property.

(8) Fire Fee for Churches/Residents Update.

Councilmembers Tice and Daniel indicated that many local churches could not afford paying the City's fire fee, and wanted Mayor and Council to either change the formula for determining the fee amount so that churches would not be paying so much or exempt churches from the fee or provide them with a discount. The City Attorney stated that the present fee formula (based on lot square footage, floor square footage, and an assigned risk response factor) has been determined by professionals to be rationally

related to the potential cost of fire service to any location within the City, and that in the case of churches, most have been determined to be high risk structures for fires. He added that the City has never exempted churches from paying utility fees such as water, sewer, stormwater drainage, and sanitation fees based on the City's charter prohibition against donations and gratuities. The fire fee is a fee for fire protection services rendered and not a tax from which churches would be exempt. The City Attorney pointed out that our fire fee ordinance plainly states that no exception, credit, offset, or other reduction in fire protection charges may be granted based on age, tax status, economic status, race, religion, disability, or other condition unrelated to the Fire Protection Utility's cost of providing fire protection services and facilities. He therefore advised against giving churches any fee exemption. He offered to look into whether any of the churches may be entitled to credits for implementing, on their own, fire protection devices such as sprinkler systems, at their church buildings which may lessen the risk of fire. The City Manager also gave Mayor and Council the option of simply dropping the fee altogether.

City Manager Updates

(1) New Gym Complex Award Memo.

In late 2021, the City undertook the procurement of a qualified engineering consulting firm to provide architectural and engineering services for the planning, design, permitting, bid selection, and construction administration for the construction of the multi-purpose recreation complex on the City's Haynes Elementary School site. The solicitation for a qualified engineering consulting firm involved the development of a comprehensive Request for Proposals package which was disseminated by posting same on the City's website and on the Georgia Local Government Access Marketplace Website. The City's Request for Proposals attracted several potentially interested engineering consulting firms who attended a pre-proposal meeting at the Haynes Elementary School site for the purpose of posing questions to the City's staff about the project and the submission of bid proposals in general. Six companies submitted proposals to the City before the bidding deadline. The submittals of the six companies were reviewed by a seven-person selection committee composed of City Staff that included Cliff Ducey -- Director of the City's Park and Recreational Department, and Brennan Jones of Brennan Jones Engineering Associates, LLC, -- the City's general engineering consultant, who scored each proposal based upon certain weighted factors set forth in the solicitation package including, but not limited to, price, ability, qualifications and experience, work approach, and compliance with certain mandatory requirements set forth in the package. Based on the scoring system, Greenline Architecture and CHA Consulting, Inc. (a company specializing in the design of sports complexes), scored significantly higher than the rest of the proposers, and were both further screened and evaluated based on an in-person interview conducted by the members of the selection committee for the purpose of more closely examining each company's work history and experience. CHA Consulting, Inc., received the highest score total based on the selection committee's initial evaluation of its bid proposal and the subsequent in-person interview. The project proposal from CHA Consulting, Inc., offers to perform the Project in five consecutive contract phases totaling \$964,000.00. The five phases include (1) Data Collection, (2) Design and Construction Documents, (3) Permitting, (4) Bidding Assistance, and (5) Construction Administration. The selection committee has recommended that the Mayor and Council award to CHA Consulting, Inc., a Master Contract to perform the design portion of the multi-purpose recreation complex.

(2) Tree City USA.

Tree City USA is a national initiative which the City is pursuing based on the amount of tree removal which has been occurring in connection with recent development in the City. It will take the form of an ordinance calling for the replanting of trees in the rights-of-way and other public areas throughout the City.

(3) WaterFirst Designation Renewed for 2023.

The renewed designation will benefit the City in 2025 when the EPD sets new limits for water withdrawals, and will also translate to lower interest rates on GEFA loans obtained by the City.

(4) Garden City Development Plan 2023.

With assistance from Kimberly Horne who has participated in the recent highway corridor studies and Denise Grabowski, the City has started drafting a Garden City Master Plan which shall include potential annexation areas, non-conforming use areas, and existing water and sewer use service areas. It shall provide for the promotion of residential growth, protecting existing neighborhoods, creating pocket parks, and pursuing the historic designation for Rossignol Hill and an overlay district for same. It shall also propose the creation of opportunity zones to revitalize and promote commercial growth on the highway corridors. The Master Plan will incorporate the State Farmers Market site into its revitalization proposal. The City Manager reported that the future use of the State Farmers Market is presently being considered by the State Legislature. The State recently hired a demolition company to demolish the structurally unsound pavilion located on the site with no plans to replace it. The City Manager indicated that the Master Plan will address the current condition of the remaining building improvements on the site as well as the City's possible acquisition and redevelopment of the site and certain adjacent properties in connection with its use of the Haynes Elementary School site.

(5) Personnel.

(a) Executive Session: A motion was made by Councilmember Hall and seconded by Councilmember Hall to go into Executive Session to consult and discuss with the City Attorney certain potential litigation. The motion was passed without opposition.

(b) Police Pay: The City Manager expressed his concern about the current number of police vacancies and the City's inability to compete with other local law enforcement agencies because of the City's relatively low starting salary for police officers. He reported that no applications for employment were even pending. He indicated that he anticipates to soon have only 24 dispatchable police officers which represents the lowest staffing for the Police Department in 15 years, and which creates serious safety and operation concerns. Based on the projected vacancies, the Patrol Division may have only three officers on a shift for the entire City until the staffing levels can be stabilized. The City Manager recommended that the starting salary for certified policers be raised by \$2.00 per hour to \$24.00 per hour, and that Mayor and Council authorize the issuance of a retention salary adjustment of \$2.00 per hour for all existing certified personnel. Councilmember Ruiz expressed her concern about increasing the pay for just the police department and not other departments. The City Manager responded that the unpredictable work schedule and high-level of physical and mental stress associated with police work justified making a distinction. He added that all departments other than the Police Department had raised personnel salaries by \$2.00 per hour last year, and that the City's Fire Department is the highest paid fire

department in the County. Councilmember Daniel expressed her view that the police shortage is not salary-related and that any increase in salaries should wait until next year after the budget process has been completed. She, as well as Councilmember Ruiz, was concerned about the City not being able to afford the police salary increase at this time. The City Manager stated that he could not guaranty consistent police services if his requested salary increase for police officers is not granted. Councilmember Morris stated that it is essential for Mayor and Council to do everything in its power to make sure that the City residents are adequately protected by the police. Councilmember Hall agreed with the City Manager that the salary demands of the police and fire departments whose employees place their lives on the line everyday should be first priority for the City, and take precedence over salary demands of other departments. He observed that the pay increase could be partially funded the surplus being generated by not having a fully-staffed department as anticipated by the 2023 budget. The City Manager reported that the Savannah Police Department is currently offering a \$7,500.00 sign-on bonus and a starting salary of between \$25 and \$26 per hour, and that Rincon is currently paying a starting salary of \$24 per hour for police officers. He closed the discussion on the subject by stating that he would be presenting a resolution for his requested police salary increase at the next City Council meeting.

The work shop was adjourned at 7:30 p.m. o'clock.

Transcribed & submitted by the City Attorney

GARDEN CITY, GEORGIA AFFIDAVIT AS TO OPEN MEETING LAW

The undersigned Mayor, under oath, certifies that at a meeting of the Mayor and Council of Garden City Georgia, held on the date identified below being the date of this document, the Mayor and Council closed their meeting as permitted by the Chapter 14 of Title 50 of the Georgia Code and pursuant to advice by the City Attorney. The only matters considered or discussed during the closed session or executive session of the meeting is as checked below:

Check √	Subject Matter	As provided in O.C.G.A. Section
	Meeting to discuss or vote to authorize the settlement of a matter covered by the attorney-client privilege. <i>The subject discussed was _____ (identify the case or claim discussed, but not the substance of the attorney-client discussion)</i>	50-14-2 (1) 50-14-3 (b)(1)(A)
	Meeting to discuss or vote to authorize negotiations to purchase, dispose of or lease property.	50-14-3(b)(1)(B)
	Meeting to discuss or vote to authorize the ordering of an appraisal related to the acquisition or disposal of real estate.	50-14-3(b)(1)(C)
	Meeting to discuss or vote to enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote.	50-14-3(b)(1)(D)
	Meeting to discuss or vote to enter into an option to purchase, dispose of, or lease real estate subject to approval in a subsequent public vote.	50-14-3(b)(1)(E)
	Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee.	50-14-3(b)(2)
	Meeting to interview one or more applicants for the position of executive head of an agency.	50-14-3(b)(2)
√	Pursuant to the attorney-client privilege, a meeting otherwise required to be open was closed to the public in order to consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved, and the matter discussed was _____ <i>(identify the matter but not the substance of the discussion)</i>	50-14-2(1)
	Staff meeting held for investigative purposes under duties or responsibilities imposed by law.	50-14-3(a)(1)
	Meeting to consider records or portions of records exempt from public inspection or disclosure because there are no reasonable means to consider the record without disclosing the exempt portions.	Article 4, Chapter 18 of Title 50

This Affidavit is executed for the purpose of complying with the mandate of O.C.G.A 50-14-4(b) and is to be filed with the official minutes of the aforementioned meeting.

This the _____ day of _____.

By: _____
Mayor, City of Garden City, Georgia

Sworn to and subscribed before me on the
above indicated date:

Notary Public, State of Georgia
Commission expires: _____

(Although the same is not mandatory, the following participants concur with the accuracy of this Affidavit.)

SYNOPSIS
Pre-Agenda Session
Monday, April 17, 2023

Call to Order: Mayor Campbell called the pre-agenda session to order at approximately 5:30 p.m. Mayor Pro-tem Daniel opened the meeting with prayer.

Attendees

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

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

Mayor's Updates: Mayor Campbell had no updates.

City Manager's Updates: City Manager had no updates.

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

Councilmember Hall asked about the construction timeline for the new gym complex. The City Manager said the timeline from finish to completion would be 18 to 24 months. He noted that the School Board has the demolition of the old gym scheduled for June. He said they are still working on getting the temporary facility ready for us to move into.

Councilmember Hall asked how soon the increase in the police department salaries would go into effect. The City Manager said it would start tomorrow.

Councilmember Morris asked if there were any activities planned for Georgia Cities Week. The City Manager said we are working on scheduling the schools to tour the city departments.

Adjournment: Given no other items to discuss, the Mayor and City Council adjourned the pre-agenda session at approximately 5:50 p.m.

MINUTES

City Council Meeting Monday, April 17, 2023 – 6:00 p.m.

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

Opening: Councilmember Hall gave the invocation, and Mayor Campbell let the City Council in the pledge of allegiance to the flag.

Roll Call

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

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

Informal Public Comment: Mayor Campbell opened the floor to receive public comment. There were no speakers.

City Council Minutes: Councilmember Tice motioned to approve the minutes from the April 3rd pre-agenda session and city council meeting. The motion was seconded by Councilmember Daniel and passed without opposition.

Items for Consideration

Resolution – Final Subdivision (CenterPoint – Dean Forest Rd): The Clerk of Council read the heading of a resolution of the Mayor and Council of Garden City, Georgia, approving the final subdivision map for the subdivision of a 252.7-acre tract located at 2450-2505 Dean Forest Road into eight (8) proposed lots owned by CenterPoint Dean Forest LLC.

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

Resolution, CHA Master Agreement (New Gym Complex): The Clerk of Council read the heading of a resolution authorizing the City Manager to negotiate, for subsequent approval by the City Council, a master agreement, including a cost budget and time schedule, with CHA Consulting, Inc., to provide architectural and engineering services for the planning, design, permitting, and bid selection, and construction administration for the new multi-purpose recreation complex on the city-owned Haynes Elementary School site off of US Highway 80.

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

Resolution, BOE Intergovernmental Agreement (Stadium & Gym Athletic Facilities): The Clerk of Council a resolution authorizing the Mayor and Council of Garden City, Georgia, to enter into a second amended and restated Intergovernmental Agreement with the Board of Public Education for the City of Savannah and County of Chatham to facilitate, through the purchase of the City's land and real property improvements constituting the Garden City Stadium and Gymnasium Athletic Facilities, the redevelopment of the Board's Groves High School Facility located on Priscilla D. Thomas Way to a multi-school campus consisting of a K-8 facility, high school, stadium and athletic fields; further authorizing the Mayor and Council to enter into an additional Intergovernmental Agreement with the Board of Public Education for the City of Savannah and County of Chatham providing the City temporary use of the gymnasium, adjoining office space, and athletic fields at the Board's Lower Woodville-Tompkins Campus until June 30, 2025, by which time the City will have acquired and opened a new recreational facilities of its own; to authorize the Mayor to execute both agreements.

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

Resolution, Police Department Salaries: The Clerk of Council read the heading of a resolution to increase the minimum starting salary/pay rate for entry-level police officers and to authorize salary/pay increases of Two (\$2.00) dollars per hour for all currently employed police officers holding positions higher than entry-level.

The City Manager stated that he strongly urges that you approve this request.

Councilmember Morris stated that she wanted to ensure that this is not just putting money out there, and there are other reasons or things behind us not being able to retain the current police staff that we have or attract officers. She said to me that putting the money out there would work well with trying to attract new officers. She said she wanted to ensure that those officers receiving the retaining incentive know we appreciate them. She said that most of the time when people leave, they aren't leaving the company; they are leaving managers. She said I know that if we don't have the right number of officers, morale can be down, and I don't want to see anyone get hurt. She said I fully support it, but I want to ensure everything is on the up and up as far as the police department is concerned and that no other underlying issues are going on in the department.

The City Manager stated that in the conversations that he has had with officers is that there were no managerial concerns. He said that the profession is in crisis right now, and we have officers leaving and going to places like Gulfstream, the Ports, and other places that are paying more money. He said that money is not the answer, but it does help us to control what is going on.

Councilmember Lassiter stated that he received two calls while he was away last week at training. One was from a former police officer and a current officer, and it's quite the opposite of what the City Manager stated. The officer still with us said they are scared to talk to their superiors about how they feel for fear of retaliation. He said I don't want to say the word "bully," but that is the word the officer used. We as a Council need to look deeper into this instead of just sweeping this under the rug. The officer that left said that was one of the reasons he left. The office said that it wasn't about the money. He said the officer said that officers are leaving because of the lack of

management, the fear of retaliation, and favoritism within the department. He said that is what I was told. He said I would have said this in the pre-agenda session, but I was late.

The City Attorney stated that there is a protocol in our personnel manual where if an employee has a complaint or grievance and they don't feel they can report it to their supervisor, they can report it to the Human Resources Director. The Human Resources Director will investigate the charge, and everything is confidential. There will be findings coming back from the investigation. He said that is the process we have in place. Councilmember Lassiter said the officers understand that, but it doesn't help. The City Attorney said well, that is what we got, and it's got to be used.

Councilmember Daniel asked what the difference in pay would be between an officer and an entry-level officer. She said if this is being used to recruit police officers, then why would entry-level officers not receive this? Do I understand you correctly?

The City Manager asked her if she was asking about the difference between entry-level pay and compression pay. He said this for anyone who is currently working and who is not a perspective. It would start from the entry-level officer and go up from there. He noted that new starting pay would be \$24.00, and current officers below \$24.00 would be adjusted to \$24.00 per hour. He stated that everyone else would receive a \$2.00 per hour increase, so there would be a separation between the new officer off the street with no experience and those currently working here.

Councilmember Daniel said I see and understand what you are talking about regarding salary, but this has become some sort of game with all the cities to see who can out pay the other. She said that if we pay this level, others are looking to jump above this level. The City Manager said that it doesn't stop. He said that every year there is a lower pool of people who want to do the job. So, the race is on to try to gather officers who want to do the job and then hold on to the officers that are working. He said this is not something that will stop. He said that's why I feel the appropriate mechanism is to budget an increase for the police department during the budget process and plus whatever else, such as merit. I really don't wish to return about this. I don't even think Chief Ballard wants to come here and say that we got to fix this problem immediately. If you budget for an increase for the police department and it's approved, we can exercise it at the appropriate time during the calendar year to remain competitive.

Councilmember Lassiter asked why so strong and urgent of a push for it now. The City Manager said that because we are going to have seven openings, and we have people who are leaving. This is about whatever you decide, but I cannot guarantee police services if I don't have people. He said the answer to recruiting and retaining people is to increase salaries.

Councilmember Hall said I appreciate what everyone is saying, but if we are going to protect our citizens the way we are supposed to, we need to give our police department the resources to pay the people to recruit officers. He said we do not want to be here six months or a year from now, and we had the opportunity to give them the resources, and something deadly happens within our city because we don't have backup officers. I know there is a concern about raises and increasing salaries, but we would not want our citizens to come back and say that we had the opportunity to

do it and didn't. We don't want to be here, and something happens and have citizens say it was because we didn't have enough police officers.

Councilmember Daniel said I would like to give them everything they want, but I'm like Councilmember Lassiter; I would rather wait until we discuss the budget and have it start in January instead of rushing this through. She said that I truly don't think that money will make that much difference, and we already offer everything we can to entice them to stay and recruit them to come. She said I don't want six months from now that we have to jump ahead of others that have jumped ahead of us. It's a bad situation, and there is only so much money.

Councilmember Lassiter asked the Finance Director if we are in a decent position. The Finance Director said that the City Manager asked me to amend the budget so we could do this. Councilmember Daniel asked if this means that you are going to have to borrow from Peter to pay Paul. The Finance Director said that means if the salaries run over at the end of the year, you will have to front the money for that overage. If he is down positions and he doesn't run over, then you should be fine.

The City Manager said that he could potentially be down seven officers. He said that this doesn't include the three officers that would be approved for the grant, but we haven't received word if we were approved for the grant. If the grant is approved, the salaries for the three officers would be paid for three years, but if I can't find people, then you will lose the grant, and then you will be down ten positions.

Councilmember Hall asked how many officers we currently have on patrol. The City Manager said I can't give you a definite number, but you are going to be three officers per shift for the entire city. Councilmember Hall asked how many you need, five or six per shift. The City Manager said five, but six would be better. He noted that Pooler has twelve per shift and Port Wentworth has eight per shift. He stated that we are trying to run a police department with three or four officers per shift for the entire city.

Councilmember Lassiter said what are they doing that we are not doing. The City Manager said the first thing is that they are paying more. That is what they are doing. Councilmember Lassiter said Port Wentworth and Garden City have about the same population, so what are they doing that we're not? Why are they able to retain and recruit officers, and we're not? That is the point that we need to find out. The City Manager stated that they have a competitive millage rate, so they can afford to pay salary increases for all their departments. So, once again, I will encourage you all that we are going to have to look at the millage rate. He said 3 mills only go so far. You can only fit so much into an \$11 million dollar budget. The City Manager said the second thing is that if they need something in Port Wentworth, Port Wentworth did 12% pay increases last year for their police department, and that was done in one day. He said I'm not suggesting that happen here, but that is what goes on in other cities. But we try to do it the right way. He said I don't have anything else to say about this. So, it's totally up to you with respect if you decide not to do that, then I put you on notice, and that is all I can do as a City Manager. Councilmember Lassiter said that kind of sounds like a threat. The City Manager said it isn't. That is reality. But the good news is that I am a police

officer, and I can always go back on the street and be city manager also. Councilmember Lassiter said if that is what you choose to do, then do it.

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

Resolution, Georgia Cities Week: The Clerk of Council read the heading of a resolution recognizing Georgia Cities Week, April 23-29, 2023, and encouraging all residents to support the celebration and corresponding activities.

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

Transcribed & submitted by: The Clerk of Council

Accepted & approved by: The City Council on 5/1/23

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 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 Ms. Harmon commences performance of her duties and responsibilities as the Chief Judge of the Garden City Municipal Court, she 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 her 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 Crystal D. Harmon attached hereto as Exhibit "A" which sets forth the terms of Ms. Harmon's appointment as the Chief Judge of the Garden City Municipal Court.

IN OPEN SESSION this ____ day of May, 2023.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this ____ day of May, 2023.

BRUCE CAMPBELL, Mayor

EXHIBIT "A"

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

THIS AGREEMENT is made this _____ day of May 2023, 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** of Chatham County, Georgia (hereafter referred to as "Ms. Harmon").

WHEREAS, the City desires to appoint and engage Ms. Harmon 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 Ms. Harmon as Chief Judge of the Garden City Municipal Court and authorizes her 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, Ms. Harmon is required by the City to perform, and Ms. Harmon 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 4. **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 she 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 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. 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 5. **Terms of Payment.** The City shall pay the Chief Judge, as sole consideration for the services being rendered pursuant hereto, the sum of Nine Hundred Fifty and 00/100's (\$950.00) 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 her services were rendered. The City shall process the invoice for payment within two (2) weeks after receiving the invoice.

Section 6. **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 she pays or incurs unless otherwise agreed to in writing by the City.

Section 7. **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 8. **Term.** The term of this Agreement shall commence on the date of the execution of same and shall remain in force until January 31, 2024.

Section 9. **Termination.** The Chief Judge may be removed from her position, and this Agreement terminated, during her 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 10. **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:

Crystal D. Harmon
Attorney at Law
1909 Abercorn Street
Savannah, Georgia 31401

and

If to the City:

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

Section 12. **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 13. **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 14. **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 15. **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 16. **Applicable Law.** The parties agree that this Agreement shall be construed and enforced pursuant to the laws of Georgia.

Section 17. **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.

SIGNATURE PAGE FOLLOWS

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

CITY OF GARDEN CITY, GA

By: _____
Scott Robider

Attest: _____
Rhonda Ferrell-Bowles
Clerk of Council

CRYSTAL D. HARMON (L.S.)

GARDEN CITY RESOLUTION

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, that **LINDY MOODY**, 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 Ms. Moody commences performance of her duties and responsibilities as the Associate Judge of the Garden City Municipal Court, she 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 her 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 Lindy Moody attached hereto as Exhibit "A" which sets forth the terms of Ms. Moody's appointment as the Associate Judge of the Garden City Municipal Court.

IN OPEN SESSION this ____ day of May, 2023.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this ____ day of May 2023.

BRUCE CAMPBELL, Mayor

EXHIBIT "A"

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

THIS AGREEMENT is made this _____ day of May, 2023, 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 **LINDY MOODY**, of Chatham County, Georgia (hereafter referred to as "Ms. Moody").

WHEREAS, the City desires to appoint and engage Ms. Moody 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 Ms. Moody as Associate Judge of the Garden City Municipal Court and authorizes her 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, Ms. Moody is required by the City to perform, and Ms. Moody 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 4. **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 she 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 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. 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 5. **Terms of Payment.** The City shall pay the Associate Judge, as sole consideration for the services being rendered pursuant hereto, the sum of Nine Hundred Fifty and 00/100's (\$950.00) 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 her services were rendered. The City shall process the invoice for payment within two (2) weeks after receiving the invoice.

Section 6. **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 she pays or incurs unless otherwise agreed to in writing by the City.

Section 7. **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 8. **Term.** The term of this Agreement shall commence on the date of the execution of same and shall remain in force until January 31, 2024.

Section 9. **Termination.** The Associate Judge may be removed from her position, and this Agreement terminated, during her 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 10. **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: Lindy Moody, Esq.
The L. Moody Law Firm, P.C.
2 East Bryan Steet, Suite 434
Savannah, Georgia 31401

and

If to the City: Scott Robider
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 11. **No Authority to Bind City.** The Associate Judge has no authority to enter into contracts or agreements on behalf of the City.

Section 12. **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 13. **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 14. **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 15. **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 16. **Applicable Law.** The parties agree that this Agreement shall be construed and enforced pursuant to the laws of Georgia.

Section 17. **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 18. **Insurance.** The Associate Judge agrees to procure and maintain at her expense until this Agreement is terminated professional liability insurance in an amount not less than \$500,000.00 per claim and \$1,000,000.00 in the aggregate issued by an insurance company authorized to do business in the State of Georgia. 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 18. 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.

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

CITY OF GARDEN CITY, GA

By: _____
Scott Robider, City Manager

Attest: _____
Rhonda Ferrell-Bowles
Clerk of Council

LINDY MOODY (L.S.)

GARDEN CITY RESOLUTION

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, that **TY WILSON**, 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 the City's Prosecuting Attorney on a part-time basis at their pleasure for the purpose of exercising all of the authority and duties of such position 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. Wilson's appointment.

BE IT FURTHER RESOLVED that before Mr. Wilson 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 Ty Wilson attached hereto as Exhibit "A" which sets forth the terms of Mr. Wilson's appointment as the City's Prosecuting Attorney.

IN OPEN SESSION this ____ day of May, 2023.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this ____ day of May, 2023.

BRUCE CAMPBELL, Mayor

EXHIBIT "A"

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

THIS AGREEMENT is made this _____ day of May, 2023, 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 **TY WILSON** of Chatham County, Georgia (hereafter referred to as "Mr. Wilson").

WHEREAS, the City desires to appoint and engage Mr. Wilson to perform the duties and responsibilities as Solicitor 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. Wilson perform, and Mr. Wilson agrees to perform, all the duties and responsibilities of the Solicitor, 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; and, (f) conducting preliminary hearings as required. During the term of this Agreement, the Solicitor shall be available upon reasonable notice given by the City for special assignments on an as-needed basis.

Section 2. Performance. All work done by the Solicitor 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 Solicitor shall be subject to said standards and requirements of the aforesaid groups and bodies.

Section 3. Status. The Solicitor's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Solicitor 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 Solicitor 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 Solicitor for Social Security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely the Solicitor'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 Solicitor, as sole consideration for the Solicitor's services 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 Solicitor. The Solicitor 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 Solicitor 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 Solicitor is not an employee of the City, the City will not obtain worker's compensation insurance for the Solicitor.

Section 7. Term. The term of this Agreement shall commence on the date of the execution of same and shall remain in force until January 31, 2024. 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 Solicitor:	Ty Wilson, Esq. Attorney at Law 2 East Bryan Street, Suite 400 Savannah, Georgia 31401
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and

If to the City:	Scott Robider, City Manager Garden City, Georgia 100 Central Avenue Garden City, Georgia 31405
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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 Solicitor 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 Solicitor 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 Solicitor.

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 Solicitor 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 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 Solicitor 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 Solicitor 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 Solicitor or his agents or employees. The Solicitor, 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.

CITY OF GARDEN CITY, GEORGIA

By: _____
Scott Robider, City Manager

Attest: _____
Rhonda Ferrell-Bowles
Clerk of Council

TY WILSON (L.S.)

GARDEN CITY RESOLUTION

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, that **LAUREN TIGNOR**, 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 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 Lauren Tignon, attached hereto as Exhibit "A" which sets forth the terms of Ms. Tignon's appointment as the City's Public Defender.

IN OPEN SESSION this ____ day of May, 2023.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this ____ day of May, 2023.

BRUCE CAMPBELL
Mayor

EXHIBIT "A"

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

THIS AGREEMENT is made this _____ day of May, 2023, 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 **LAUREN TIGNOR** of Chatham County, Georgia (hereafter referred to as "Ms. Tignor").

WHEREAS, the City desires to appoint and engage Ms. Tignor 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. Tignor perform, and Ms. Tignor 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. Tignor 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. Tignor's services will be needed. If Ms. Tignor 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 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 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. The term of this Agreement shall commence on the date of the execution of same and shall remain in force until January 31, 2024. 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: Lauren Tignor, Esq.
 Tignor Law Firm
 317 Tattnall Street
 Savannah, Georgia 31401

and

If to the City: Scott Robider, 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: _____
Scott Robider, City Manager

Attest: _____
Rhonda Ferrell-Bowles
Clerk of Council

LAUREN TIGNOR (L.S.)

GARDEN CITY RESOLUTION

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, that **HERMANN COOLIDGE, 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. Coolidge 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 May, 2023.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this ____ day of May, 2023.

BRUCE CAMPBELL, 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 May, 2023.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this ____ day of May, 2023.

BRUCE CAMPBELL, Mayor