Draft Council Agenda June 01, 2020
Council's Chamber
5:30 p m

Mayor Officially Opens Meeting

Opening Prayer Led by Councilman - **Lee**
Pledge of Allegiance by Councilman - **Bibb**

Mayor Calls Meeting to Order:

Adoption of the Agenda: Motion –
Second –

1. Approval of Minutes from Regular Meeting of May 18, 2020 – **Lauritsen**

2. Ordinance – Amending Chapter 24 of the City Code regarding Public Utilities Rates - **Holmes**

3. Ordinance #:12-20 – Employee Classification Plan (2nd Read) - **Curtis**

4. Ordinance - Employee Classification Plan – **Lashley**

5. Ordinance / Annexation – ASIL Group, LLC requests the annexation of properties, together totaling 5.72 acres, located at 117 East Bob White Road, and adjacent parcel to the West of Old Perry Road.

    - Zoning of R-AG[Residential Agricultural][County] to R-3[General Residential][City] - **Lee**

6. Rezoning Petition – Pramila and Ramesh Patel request the rezoning of property, totaling 0.28 acres, located at 701 N Davis Drive, from the zoning of R-2 [Single Family Residential] to the zoning of C-2[General Residential] - **Bibb**

7. Rezoning Petition – Dan Gunn III requests the rezoning of property, totaling 35.12 acres, located at Arrie Drive and White Road, West of Hwy 41 from the zoning of R-1[Single Family Residential] to the zoning of R-3[General Residential] - **Lauritsen**

8. Motion - Home Occupation Permits Approvals – **Lashley**

9. Resolution – Fiber Locating and Marking Services - **Holmes**

10. Resolution - MOU w/ Guardian Centers of Georgia, LLC – **Curtis**

11. Resolution – MOU w/ Warner Robins Air Logistics Complex – **Lee**

12. Resolution – MOU w/ Fort Valley State University – **Lauritsen**

13. Resolution – City Charter - **Bibb**

The City of Warner Robins is endeavoring to be in total compliance with the Americans with Disabilities Act. If you require assistance or auxiliary aids in order to participate at the council meeting please contact the ADA Coordinator, Sherri Windham, at (478) 302-5518 or swindham@wrga.gov as far in advance of the council meeting as possible. Persons with hearing disabilities can contact the City through the Georgia Relay Service, at (TDD) 1-800-255-0056 or (Voice) 1-800-255-0135.

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14. Resolution – Employee Promotions – **Holmes**

15. Discussion – City Reorganization Plan - **Lashley**

Closed Executive Session - Potential litigation

Council Comments

Mayor's Comments

Adjourn

Formal Public Comment – Speaker Protocol

The City of Warner Robins has identified this portion of the meeting to allow individuals an opportunity to formally address specific item(s) on the agenda for this meeting. The Mayor will recognize the speaker at the appropriate time and ask him/her to come forward to the podium. The City Council members may ask the speaker questions and/or engage in dialogue if they choose, but the speaker should not have an expectation that a question and answer format will occur. During this public comment section, persons shall be permitted to speak for three (3) minutes. When that time period has expired, the mayor shall direct the person speaking to cease. A second request from the mayor to cease speaking shall be cause for the removal of the speaker. Any person making personal, impertinent, profane, or slanderous remarks, or who becomes boisterous while addressing the city council or who otherwise violates any of the above-mentioned rules while attending a council meeting shall be removed from the room at the direction of the mayor, and the person shall be barred from further audience before the council during that meeting. If the mayor fails to act, any member of the council may move to require the mayor to act. If so directed by the mayor or an affirmative vote of the majority of the council, the offending person shall be removed.

Informal Public Comment – City Council Agenda Protocol

The City of Warner Robins 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 may do so during the Informal Public Comment period of the meeting. These rules will govern; if silent, most recent edition of Robert's Rules of Order shall apply. Elected officials shall preserve order and decorum. City officials or employees shall not respond to questions posed during a meeting. Citizens shall conduct themselves with propriety and decorum. Unauthorized remarks from the audience, stamping of the feet, whistles, yells, and similar demonstrations shall not be permitted. Placards, banners, signs, pamphlets, flyers, or political materials shall not be permitted in the council chambers or conference room, general comments will be received. Persons are urged to limit comments to topics relevant to the operations or business of the City. During the public comment sections of a council meeting, persons shall be permitted to speak for three (3) minutes. When that time period has expired, the mayor shall direct the person speaking to cease. A second request from the mayor to cease speaking shall be cause for the removal of the speaker. Any person making personal, impertinent, profane, or slanderous remarks, or who becomes boisterous while addressing the city council or who otherwise violates any of the above-mentioned rules while attending a council meeting shall be removed from the room at the direction of the mayor, and the person shall be barred from further audience before the council during that meeting. If the mayor fails to act, any member of the council may move to require the mayor to act. If so directed by the mayor or an affirmative vote of the majority of the council, the offending person shall be removed.

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Draft Council Agenda June 01, 2020
Council's Chamber
5:30 p m

Placement on the Agenda

Warner Robins requires that any person who wishes to place a subject on the agenda shall advise the City Clerk's Office and the specified subject matter which he or she desires to place on the agenda no later than 5:00 p.m. on the Wednesday prior to the council meeting. Every member of the public will be given an opportunity to be placed on the agenda once every six (6) months. The request can be done in person, regular mail, fax or e-mail. 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 Clerk, to appropriate staff for mediation prior to being placed on the public agenda. Please be advised the request to be placed on the agenda does not entitle the speaker to be added to the agenda.

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The City of Warner Robins is endeavoring to be in total compliance with the Americans with Disabilities Act. If you require assistance or auxiliary aids in order to participate at the council meeting please contact the ADA Coordinator, Sherri Windham, at (478) 302-5518 or swindham@wrga.gov as far in advance of the council meeting as possible. Persons with hearing disabilities can contact the City through the Georgia Relay Service, at (TDD) 1-800-255-0056 or (Voice) 1-800-255-0135.

Action Item #: 1

City of Warner Robins
City Council Meeting
Minutes

Monday, May 18, 2020 **5:30 PM** **Council Chambers**

Regular Meeting of Warner Robins City Council

Meeting conducted via teleconference* and in person, due to the State of Emergency issued by Governor Brain Kemp on March 13, 2020 concerning the Coronavirus disease (COVID-19). O.C.G.A. §50-14-1(g) allows cities to conduct a meeting via teleconference, without a requirement of having a quorum present in person, when "necessitated by emergency conditions,".

Presiding: Mayor Randy Toms

City Officials Present:

Councilman Daron Lee
Councilman Charlie Bibb
Councilman Keith Lauritsen
Councilman Kevin Lashley
*Councilman Clifford Holmes
*Councilman Larry Curtis

Opening Prayer: Councilman Curtis
Pledge of Allegiance: Councilman Lee

Call to Order: 5:31 p.m.

Adoption of the Agenda: Councilman Lauritsen moved to adopt the agenda. Councilman Curtis seconded the motion. Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for adoption of the agenda.

Action Items:

Action Item 1	Presentation of Minutes
The minutes of the regular meeting of May 04, 2020 were presented for approval.	
Motion:	Councilman Bibb moved for the approval of the minutes for regular meeting of Monday, May 04, 2020
Second:	Councilman Lee
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

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Action Item 2	Purchasing Coversheet
Purchasing Bid List item, attached hereto, were presented for approval.	
Motion:	Councilman Lauritsen presented and moved for the approval of the Purchasing Bid Coversheet. One item.
Second:	Councilman Curtis
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 3	Resolution – Joint Development Authority (JDA) of Peach County and the City of Warner Robins
Mayor and Council of the City of Warner Robins, acting pursuant to O.C.G.A. § 36-62-5.1, appoint the following three (3) individuals, who are each currently appointed to the Development Authority of Warner Robins by the Mayor and Council of the City of Warner Robins and elected as Officers of the Development Authority of Warner Robins by the Development Authority of Warner Robins, to the Joint Development Authority of Peach County and the City of Warner Robins to act on behalf of the City of Warner Robins:	
Name	**Term to Expire**
Fenika Miller	July 10, 2020
Tim Thomas	July 10, 2020
Robbin Gosline	December 16, 2020
Motion:	Councilman Lashley motioned to approve names listed but to also have projects approved by the JDA come to Mayor and Council for approval.
Second:	Councilman Bibb
Outcome:	Councilmen Lee, Lauritsen, Holmes and Curtis voted for approval. Councilmen Bibb and Lashley were opposed to approval.

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Action Item #: 1

Action Item 4	Resolution – Employee Promotions.
The following employees were recommended for promotion by their respective department. • Mark Wright, promoted from Police Sergeant, Job Class #635, Grade 605, Police Department, to Police Lieutenant, Job Class #631, Grade 606, Police Department, to be effective May 18, 2020. • Wayne Fisher, promoted from Police Sergeant, Job Class #635, Grade 605, Police Department, to Police Lieutenant, Job Class #631, Grade 606, Police Department, to be effective May 18, 2020. • Bradley Mules, promoted from Police Sergeant, Job Class #635, Grade 605, Police Department, to Police Lieutenant, Job Class #631, Grade 606, Police Department, to be effective May 18, 2020.	
Motion:	Councilman Lee moved for the approval of the employee promotions.
Second:	Councilman Bibb.
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 5	Discussion – I-75 Visitors Information Center (VIC)
Councilman Curtis asked for a discussion on the VIC. Mayor provided update to include that the property owner had some concerns on how the land would be divided because of the road. Mayor will be meeting with Mr. Bateman and Mr. Sledge soon to discuss finalizing the land acquisition. There was questions as to if the contract for the contractor for building the VIC was still valid. Mayor also wanted the community to know that the train depot at Watson and Armed Forces Blvd. will remain open. He also mentioned there is approximately $1.6 million in the hotel/motel tax for the building of the VIC.	
Motion:	N/A
Second:	N/A
Outcome:	N/A

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Action Item 6	Creation and Appointment of Neighborhood Committee
Mayor Toms created the Neighborhood Committee to tackle blight and cleanup in the areas of town that need a little attention. He appointed Councilmen Lee, Bibb and Curtis to the committee.	
Motion:	N/A
Second:	N/A
Outcome:	N/A

Action Item 7	Ordinance # 8-20 – City of Warner Robins Employee Classification Plan Changes
Ordinance # 8-20 of the Mayor and Council of the City of Warner Robins recommending the following changes in the City of Warner Robins Employee Classification Plan: • Increase the authorized strength of Code Enforcement Official, Job Class #845, Grade 14, Building & Transportation Department, from (4) four to (5) five.	
Motion:	Councilman Lashley presented Ordinance # - 20 for approval
Second:	Councilman Lauritsen
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 8	Motion – Administrative Law Judge Appeal
A motion was made to uphold the Administrative Law Judges (ALJ) ruling on the appeal of the Cedric Allen with the stipulations that Mr. Allen would be moved to the position of Code Enforcement Officer, Grade 14, Step 5. He will be suspended 60 days without pay.	
Motion:	Councilman Lauritsen moved for the approval of the motion.
Second:	Councilman Lee
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Closed Session: During the regular meeting, Mayor Toms requested a motion to enter into an executive session regarding personnel and potential litigation. Councilman Lauritsen moved for an executive session to discuss personnel and potential litigation. Councilman Lashley seconded the motion. Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval of the motion. The regular meeting closed at 6:05 pm; the governing body convened into closed session at 6:09 pm; the closed session ended at 7:24 pm. The City Clerk's office is in possession of closed session minutes. The regular scheduled meeting reconvened at 7:28 pm.

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Action Item #: 1

CITY OF WARNER ROBINS, GEORGIA

COUNCIL DATE: May 18, 2020

WRITTEN REQUESTS HAVE BEEN SUBMITTED BY THE CITY DEPARTMENTS FOR THE FOLLOWING ITEMS. THE PURCHASING DEPARTMENT RECOMMENDS THE FOLLOWING ITEMS BE ACQUIRED. BY APPROVAL, AUTHORITY IS GIVEN FOR SUPPORTING CONTRACTS TO BE EXECUTED IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE CITY CODE: (Bid tabulations are attached)

BID NUMBER / ITEMS	VENDOR	COST	ACCOUNT NO. / BUDGET	COMMENTS
1) Ford F-150 X1C Bid No.: F-4310	Wade Ford, Inc. Smyrna, GA	$27,328.00 See attachment #1	3520 54123 / 2018 SPLOST FIRE VEHICLE REPLACEMENT	

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Action Item #: 1

Adjournment: 7:30 p.m.

Next Regular Council Meeting: Monday, June 1, 2020

Mandy Stella
Executive Assistant

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Action Item #: 2

No.: 13-20
CITY OF WARNER ROBINS
STATE OF GEORGIA

ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WARNER ROBINS, GEORGIA, AMENDING CHAPTER 24 OF THE CITY CODE REGARDING PUBLIC UTILITIES.

WHEREAS, the Mayor and City Council of the City of Warner Robins are in receipt of a water and wastewater rate and fee study prepared by Raftelis Financial Consultants, Inc., and based on the study results finds, determines and declares that it is necessary and advisable and in the best interest of the City and its utility customers that the water and wastewater monthly service rates and fees be increased.

BE IT ORDAINED by the Mayor and Council of the City of Warner Robins that certain sections of the City Code related to utility rate charges are amended as follows:

-1-
RESIDENTIAL, MULTI-FAMILY RESIDENTIAL, COMMERCIAL, INDUSTRIAL WATER AND WASTEWATER RATES

Article IV, Division 1, Sec.24-94 – Water rates are hereby amended to reflect the adjusted rates in the heretofore attached scheduled Exhibit A. Said rates will increase 10% at the City's earliest implementation on or after July 1, 2020 with additional scheduled rate increases effective January 1st of each subsequent year through January 1, 2025.

Article IV, Division 1, Sec.24-96 – Hydrant rates are hereby amended to reflect the adjusted rates in the heretofore attached scheduled Exhibit A. Said rates will increase 10% at the City's earliest implementation on or after July 1, 2020 with additional scheduled increases effective January 1st of each subsequent year through January 1, 2025.

Article V, Division 3, Sec. 24-263, 24-264, 24-265, 24-267, 24-278 – Wastewater or sewer rates are hereby amended to reflect the adjusted rates in the heretofore attached scheduled Exhibit A. Said rates will increase 10% at the City's earliest implementation on or after July 1, 2020 with additional scheduled increases effective January 1st of each subsequent year through January 1, 2025.

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UTILITY SERVICE CHARGES, WATER CONNECTION FEES, WASTEWATER CONNECTON FEES, PRIVATE WASTE HAULER FEES

Article I, Sec.24-6 – Selected utility service charges are hereby adjusted to reflect the proposed fees in the heretofore attached scheduled Exhibit A. Said rates will be effective at the City's earliest implementation on or after July 1, 2020.

Article IV, Division 1, Sec.24-92 and 24-93 – Water connection fees are hereby adjusted to reflect the proposed fees in the heretofore attached scheduled Exhibit A. Said rates will be effective at the City's earliest implementation on or after July 1, 2020.

Article V, Division 1, Sec.24-177 – Wastewater or sewer connection fees are hereby adjusted to reflect the proposed fees in the heretofore attached scheduled Exhibit A. Said rates will be effective at the City's earliest implementation on or after July 1, 2020.

Article V, Division 1, Sec.24-180 – Private waste hauler fees are hereby adjusted to reflect the proposed fees in the heretofore attached scheduled Exhibit A. Said rates will be effective at the City's earliest implementation on or after July 1, 2020.

If any ordinance, or part thereof, of the City of Warner Robins is in conflict herewith, this ordinance shall have preference. If any provisions of this Ordinance are held invalid, such invalidity shall not affect any other provisions, which can be given effect without the invalid provision, and, to this end, the provisions of this Ordinance are declared to be severable.

This ordinance was first read on _____ and shall become effective upon adoption this ____ day of _____, 2020.

CITY OF WARNER ROBINS

BY: _____
RANDY TOMS, MAYOR

ATTEST:

_____
KIM DEMOONIE, INTERIM CITY CLERK

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Action Item #: 2

EXHIBIT A

Table A-2
City of Warner Robins, Georgia
Water and Wastewater Rates and Fee Study

Existing and Proposed Miscellaneous Service Charges

Line No.	Description	Existing Fees	Proposed Fees
	Utility Service Charges (Selected)		
1	Reconnection Repeat Trips For The Same Work Order Service Charge	$20.00	$25.00 [1]
2	Account Transfer Fee	90.00	65.00 [2]
3	Failure To Set Up Account Where Service Has Been Used	35.00	130.00 [3]
	Water Connection Fees / Fireline Tap		
4	3/4" Inside The City	$750.00	$760.00 [1]
5	1" Inside The City	938.00	950.00 [4]
6	1 1/2" Inside The City	1,500.00	1,520.00 [4]
7	2" Inside The City	3,675.00	3,730.00 [4]
8	3" Inside The City	5,625.00	5,710.00 [4]
9	4" Inside The City	8,250.00	8,370.00 [4]
10	6" Inside The City	15,000.00	15,220.00 [4]
11	3/4" Outside The City	$1,050.00	$1,065.00 [5]
12	1" Outside The City	1,313.00	1,335.00 [5]
13	1 1/2" Outside The City	2,100.00	2,130.00 [5]
14	2" Outside The City	5,100.00	5,175.00 [5]
15	3" Outside The City	7,875.00	7,990.00 [5]
16	4" Outside The City	11,550.00	11,720.00 [5]
17	6" Outside The City	21,000.00	21,310.00 [5]
18	Additional Unit Charge For Manufactured Home Parks, Apartment Buildings & Other Multi-Family Buildings (Inside City)	$150.00	$150.00
19	Additional Unit Charge For Manufactured Home Parks, Apartment Buildings & Other Multi-Family Buildings (Outside City)	200.00	200.00
	Firelines Tap Fee		
20	By Size Per Inch	$100.00	See Water Connection Fee
	Sewer Connection Fees		
21	Primary Unit Tap Inside The City	$750.00	$760.00 [1]
22	Primary Unit Tap Outside The City	1,050.00	1,065.00 [5]
23	Additional Unit Charge For Manufactured Home Parks, Apartment Buildings & Other Multi-Family Buildings (Inside The City)	$150.00	$150.00
24	Additional Unit Charge For Manufactured Home Parks, Apartment Buildings & Other Multi-Family Buildings (Outside The City)	200.00	200.00
	Private Waste Hauler Fees		
25	Septic Hauler Fee (Inside The City)	75.00	90.00 [6]
26	Septic Hauler Minimum Per 2Kgal	50.00	60.00 [6]

Footnotes:

[1] Amount based on current costs as provided by City staff.

[2] Amount reduced and set equal to the account activation fee.

[3] Tampering fine set equal to twice (2 times) the Activation Fee.

[4] Amount based on the City's existing meter size relationships.

[5] Amounts based on a 40% surcharge as adopted by the City Council.

[6] Amounts based on the proposed FY21 wastewater rate increases.

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EXHIBIT A

Table A-1
City of Warner Robins, GA
Water and Wastewater Rate and Fee Study

Existing and Proposed Monthly Water and Wastewater Rates

Line No.	Description	Existing	Proposed Rate Increases 2020	2021	2022	2023	2024	2025
	Effective Date		Jul. 1	Jan. 1	Jan. 1	Jan. 1	Jan. 1	Jan. 1
	WATER SYSTEM							
	Proposed Rate Increases		10.00%	10.00%	8.00%	6.00%	6.00%	6.00%
	Single Family Residential							
	Monthly Base Charge (Per Account)							
1	3/4" Meter	$6.80	$7.48	$8.23	$8.89	$9.42	$9.99	$10.59
2	1 " Meter	8.71	9.58	10.54	11.38	12.06	12.78	13.55
	Consumption Charge							
3	All Metered Water Use	$1.73	$1.90	$2.09	$2.26	$2.40	$2.54	$2.69
	Multi-Family Residential , Apartments and Mobile Homes							
	Monthly Base Charge (Per Unit x 75%)							
4	3/4" Meter	$6.80	$7.48	$8.23	$8.89	$9.42	$9.99	$10.59
5	1 " Meter	8.71	9.58	10.54	11.38	12.06	12.78	13.55
	Consumption Charge							
6	All Metered Water Use	$1.73	$1.90	$2.09	$2.26	$2.40	$2.54	$2.69
	Commercial / Industrial							
	Monthly Base Charge (Per Account)							
7	3/4" Meter	$10.02	$11.02	$12.12	$13.09	$13.88	$14.71	$15.59
8	1 " Meter	12.83	14.11	15.52	16.76	17.77	18.84	19.97
9	1.25 " Meter	17.64	19.40	21.34	23.05	24.43	25.90	27.45
10	1.5 " Meter	20.85	22.94	25.23	27.25	28.89	30.62	32.46
11	2 " Meter	28.86	31.75	34.93	37.72	39.98	42.38	44.92
12	3 " Meter	56.12	61.73	67.90	73.33	77.73	82.39	87.33
13	4 " Meter	100.20	110.22	121.24	130.94	138.80	147.13	155.96
14	6 " Meter	200.40	220.44	242.48	261.88	277.59	294.25	311.91
	Consumption Charge							
15	All Metered Water Use	$2.59	$2.85	$3.14	$3.39	$3.59	$3.81	$4.04
	Multi-Commercial / Multi-Industrial							
	Monthly Base Charge (Per Unit x 100%)							
16	All Meter Sizes	$6.80	$7.48	$8.23	$8.89	$9.42	$9.99	$10.59
	Consumption Charge							
17	All Metered Water Use	$2.59	$2.85	$3.14	$3.39	$3.59	$3.81	$4.04
	Temporary Water Sevice / Hydrant Meter							
	Monthly Base Charge							
18	Less than 1 " Meter	$7.04	$7.74	$8.51	$9.19	$9.74	$10.32	$10.94
19	1 " Meter or 3 " Meter	$25.00	$27.50	$30.25	$32.67	$34.63	$36.71	$38.91
	Consumption Charge							
20	All Meter Sizes	$2.35	$2.59	$2.85	$3.08	$3.26	$3.46	$3.67

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EXHIBIT A

Table A-1
City of Warner Robins, GA
Water and Wastewater Rate and Fee Study

Existing and Proposed Monthly Water and Wastewater Rates

Line No.	Description	Existing	Proposed Rate Increases 2020	2021	2022	2023	2024	2025
	Effective Date		Jul. 1	Jan. 1	Jan. 1	Jan. 1	Jan. 1	Jan. 1
	WASTEWATER SYSTEM							
	Proposed Rate Increases		10.00%	10.00%	8.00%	6.00%	6.00%	6.00%
	Single Family Residential							
	Monthly Base Charge (Per Account)							
21	3/4" Meter	$6.80	$7.48	$8.23	$8.89	$9.42	$9.99	$10.59
22	1 " Meter	8.71	9.58	10.54	11.38	12.06	12.78	13.55
	Consumption Charge							
23	All Metered Water Use Up to the Sewer Maximum (As Adopted by the City)	$1.45	$1.60	$1.76	$1.90	$2.01	$2.13	$2.26
	Multi-Family Residential , Apartments and Mobile Homes							
	Monthly Base Charge (Per Unit x 75%)							
24	3/4" Meter	$6.80	$7.48	$8.23	$8.89	$9.42	$9.99	$10.59
25	1 " Meter	8.71	9.58	10.54	11.38	12.06	12.78	13.55
	Consumption Charge							
26	All Metered Water Use	$1.45	$1.60	$1.76	$1.90	$2.01	$2.13	$2.26
	Commercial / Industrial							
	Monthly Base Charge (Per Account)							
27	3/4" Meter	$10.02	$11.02	$12.12	$13.09	$13.88	$14.71	$15.59
28	1 " Meter	12.83	14.11	15.52	16.76	17.77	18.84	19.97
29	1.25 " Meter	17.64	19.40	21.34	23.05	24.43	25.90	27.45
30	1.5 " Meter	20.85	22.94	25.23	27.25	28.89	30.62	32.46
31	2 " Meter	28.86	31.75	34.93	37.72	39.98	42.38	44.92
32	3 " Meter	56.12	61.73	67.90	73.33	77.73	82.39	87.33
33	4 " Meter	100.20	110.22	121.24	130.94	138.80	147.13	155.96
34	6 " Meter	200.40	220.44	242.48	261.88	277.59	294.25	311.91
	Consumption Charge							
35	All Metered Water Use	$2.12	$2.33	$2.56	$2.76	$2.93	$3.11	$3.30
	Multi-Commercial / Multi-Industrial							
	Monthly Base Charge (Per Unit x 100%)							
36	All Meter Sizes	$6.80	$7.48	$8.23	$8.89	$9.42	$9.99	$10.59
	Consumption Charge							
37	All Metered Water Use	$2.12	$2.33	$2.56	$2.76	$2.93	$3.11	$3.30
	Sewer Bulk Rate							
38	All Metered Water Use	$1.73	$2.18	*Amount to be adjusted annually by the change in the GDP Implicit Price Deflator Index.*				
	Sewer Only Charges [*]							
39	Single Family Residential (Per Account)	$19.55	$21.43	$23.57	$25.46	$26.99	$28.61	$30.33
40	Multi-Family Residential, Apartments and Mobile Home (Per Unit)	19.55	16.07	17.68	19.09	20.24	21.45	22.74
41	[*] Additional Charge for Outside City Customers	40.00	40.00	40.00	40.00	40.00	40.00	40.00

DRAFT

Action Item #: 3

No. __12-20__
CITY OF WARNER ROBINS
STATE OF GEORGIA

O R D I N A N C E

WHEREAS, a recommendation has been made to the Mayor and to the City Council for a change in the City of Warner Robins Classification Plan,

WHEREAS, the Mayor and City Council deem such recommendation beneficial,

NOW, THEREFORE, BE IT ORDAINED that the City Classification Plan be amended as follows:

-1-

Increase the authorized strength of Code Enforcement Official, Job Class #845, Grade 14, Building & Transportation Department, from (4) four to (5) five.

BE IT ORDAINED that this amendment was first read on 18th day of May 2020, was adopted this 1ST day of June 2020.

This 1st day of June, 2020.

CITY OF WARNER ROBINS

By: _____
Randy Toms, Mayor

ATTEST:

_____
Kim Demoonie, Interim City Clerk

DRAFT

Action Item #: 4

No. _____
CITY OF WARNER ROBINS
STATE OF GEORGIA

O R D I N A N C E

WHEREAS, the Mayor makes the following recommendations to the City Council for changes in the City of Warner Robins Classification Plan,

WHEREAS, the Mayor and City Council deem such recommendations beneficial,

NOW, THEREFORE, BE IT ORDAINED that the City Classification Plan be amended as follows:

-1-

Reclassify one of the positions of Program Coordinator, Job Class #817, Grade 14, Economic Development Department, incumbent Kimberly Black, to Downtown Development Coordinator, Job Class # 856, Grade 16, Community Development Department.

BE IT ORDAINED that this amendment was first read on ___ day of _____, 2020, was adopted this ___ day of _____, 2020 and shall become effective on the first day of the next pay period.

This _____day of _____, 2020.

CITY OF WARNER ROBINS

By: _____
Randy Toms, Mayor

ATTEST:

_____
Kim Demoonie, Interim City Clerk

DRAFT

Action Item #: 5

NO. ____ - 20
CITY OF WARNER ROBINS
STATE OF GEORGIA

O R D I N A N C E

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WARNER ROBINS, GEORGIA, ANNEXING A TRACT OR PARCEL OF LAND CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY, AND FOR OTHER PURPOSES.

WHEREAS, a petition has been received from Asil Group, LLC, to annex the property which is more particularly described as follows, to-wit:

All that tract or parcel of land lying and being in Land Lot 248, 10th Land District of Houston County, Georgia, and more particularly described as follows:

Commencing at calculated corner at the intersection of the west right of way of Old Perry Road (80'R/W) and the north right of way of East Bob White Road and also being known as the true point of beginning; thence following north right of way of East Bob White Road west a distance of 1,253.23' to a 2' high open top pipe; thence following said right of way south 89 degrees 47 minutes 18 seconds west a distance of 363.02' to an open top pipe; thence leaving said right of way north 01 degrees 12 minutes 09 seconds west a distance of 12.99' to a calculated corner; thence north 01 degrees 12 minutes 09 seconds a west distance of 626.51' to an open top pipe; thence south 89 degrees 39 minutes 10 seconds east a distance of 364.49'to an open top pipe; thence south 01 degrees 04 minutes 35 seconds east a distance of 635.92' to a 2' high open top pipe at the north right of way line of East Bob White Road. Said tract known as Lot "3" containing 5.32 acres shown on an annexation and rezoning plat prepared by McLeod Surveying, dated February 18, 2020.

AND

All that tract of parcel of land lying and being in Land Lot 248, 10th Land District, Houston County, Georgia and more particularly described as follows:

Commencing at a calculated corner at the intersection of the west right of way of Old Perry Road (80'R/W) and the north right of way of East Bob White Road and also being known as the true point of beginning; thence following north right of way of East Bob White Road west a distance of 1,253.23' to a 2' high open top pipe; thence following said

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right of way south 89 degrees 47 minutes 18 seconds west a distance of 363.02' to an open top pipe; thence following said right of way south 01 degrees 12 minutes 09 seconds east a distance of 2.01' to a calculated corner; thence following said right of way north 89 degrees 59 minutes 41 seconds west a distance of 365.00' to a calculated corner; thence following said right of way along a curve with an arc distance of 366.91' subtended by a chord of south 88 degrees 47 minutes 01 seconds west a distance of 366.89' with a radius of 9,814.10' to an iron pin set; thence leaving said right of way north 01 degrees 01 minutes 06 seconds a west distance of 15.00' to a calculated corner; thence along a curve with an arc distance of 367.16' subtended by a chord of north 88 degrees 47 minutes 04 seconds east a distance of 367.14' with a radius of 9,829.10' to a calculated corner; thence south 89 degrees 59 minutes 41 seconds east a distance of 354.70' to a calculated corner; thence north 01 degrees 12 minutes 09 seconds west a distance of 626.58' to a calculated corner; thence south 89 degrees 34 minutes 57 seconds east a distance of 10.00' to an open top pipe; thence south 01 degrees 12 minutes 09 seconds east a distance of 626.51' to a calculated corner; thence south 01 degrees, 12 minutes, 09 seconds east a distance of 12.99' to an open top pipe at the north right of way line of East Bob White Road. Said tract known as Tract "B" containing 0.40 acres shown on an annexation and rezoning plat prepared by McLeod Surveying, dated February 18, 2020.

The property is located on East Bob White Road, West of Old Perry Road, Kathleen, Georgia.

WHEREAS, the said land of Asil Group, LLC, may be annexed pursuant to the provisions of the Official Code of Georgia Annotated Section 36-36-20 et seq., said lands being contiguous to the existing corporate limits of the City of Warner Robins and the petitioner being the sole owners of said properties; and

WHEREAS, The City of Warner Robins, relative to its best interest, is desirous of annexing the above-described properties.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Warner Robins, Georgia, and it is hereby ordained by authority of the same, that the petition from Asil Group, LLC, on February 26, 2020, is adopted and approved and said properties are hereby incorporated into the City of Warner Robins, Georgia.

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If any ordinance, or part thereof, of the City of Warner Robins is in conflict herewith, this ordinance shall have preference.

If any of the provisions of this ordinance are held invalid, such invalidity shall not affect any of the other provisions which can be given effect without the invalid provision, and, to this end, the provisions of this ordinance are declared to be severable.

The provisions of this ordinance were first read on June 1, 2020, adopted on _____, 2020 and shall become effective _____ 1, 2020.

This 1st day of June, 2020.

CITY OF WARNER ROBINS, GEORGIA

BY: _____
RANDY TOMS, MAYOR

ATTEST:

_____
KIM A. DEMOONIE, INTERIM CITY CLERK

DRAFT

ACTION ITEM # 6:

CITY OF WARNER ROBINS

GEORGIA'S INTERNATIONAL CITY - CHARTERED 1943
"A CITY OF CHARACTER"

M E M O R A N D U M

MAYOR
Randy Toms

MEMBERS OF COUNCIL

Post 1
Daron Lee
Post 2
Charlie Bibb
Post 3
Keith Lauritsen
Post 4
Kevin Lashley
Post 5
Clifford Holmes, Jr.
Post 6
Larry Curtis, Jr.

INTERIM CITY CLERK
Kim Demoonie

CITY ATTORNEY
Fred Graham

OF COUNSEL
James E. Elliott, Jr.

TO: KIM DEMOONIE

FROM: SHERRI WINDHAM – DIRECTOR, COMMUNITY DEVELOPMENT

DATE: MAY 22, 2019

SUBJECT: AGENDA FOR MAYOR AND COUNCIL MEETING

Please place the following items on the agenda for the next Mayor and Council Meeting:

The Planning & Zoning Board recommends approval the following applications as submitted.

REZONING – Pramila and Ramesh Patel request the rezoning of property, totaling 0.28 acres, located at 701 N Davis Drive, from the zoning of R-2 [Single Family Residential] to the zoning of C-2[General Residential]

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700 WATSON BLVD • P.O. Box 8629 • WARNER ROBINS, GEORGIA 31095

(478) 293-1000 ♦ FAX (478) 929-1124 ♦ www.wrga.gov

ACTION ITEM # 7:

CITY OF WARNER ROBINS

GEORGIA'S INTERNATIONAL CITY - CHARTERED 1943
"A CITY OF CHARACTER"

M E M O R A N D U M

MAYOR
Randy Toms

MEMBERS OF COUNCIL

Post 1
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Post 2
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Post 3
Keith Lauritsen
Post 4
Kevin Lashley
Post 5
Clifford Holmes, Jr.
Post 6
Larry Curtis, Jr.

INTERIM CITY CLERK
Kim Demoonie

CITY ATTORNEY
Fred Graham

OF COUNSEL
James E. Elliott, Jr.

TO: KIM DEMOONIE

FROM: SHERRI WINDHAM – DIRECTOR, COMMUNITY DEVELOPMENT

DATE: MAY 22, 2019

SUBJECT: AGENDA FOR MAYOR AND COUNCIL MEETING

Please place the following items on the agenda for the next Mayor and Council Meeting:

The Planning & Zoning Board recommends approval the following applications as submitted.

REZONING – Dan Gunn III requests the rezoning of property, totaling 35.12 acres, located at Arrie Drive and White Road, West of Hwy 41 from the zoning of R-1[Single Family Residential] to the zoning of R-3[General Residential]

DRAFT

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Action Item #: 8

CITY OF WARNER ROBINS

GEORGIA'S INTERNATIONAL CITY - CHARTERED 1943
"A CITY OF CHARACTER"

M E M O R A N D U M

MAYOR
Randy Toms

MEMBERS OF COUNCIL

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Daron Lee
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Clifford Holmes, Jr.
Post 6
Larry Curtis, Jr.

INTERIM CITY CLERK
Kim Demoonie

CITY ATTORNEY
Fred Graham

OF COUNSEL
James E. Elliott, Jr.

TO: KIM DEMOONIE

FROM: SHERRI WINDHAM – DIRECTOR, COMMUNITY DEVELOPMENT

DATE: MAY 22, 2019

SUBJECT: AGENDA FOR MAYOR AND COUNCIL MEETING

Please place the following items on the agenda for the next Mayor and Council Meeting:

The Planning & Zoning Board recommends approval the following applications as submitted.

1. Silvanee Morris – 703 Olmstead Street – requests permission to operate a mobile retail business as a home occupation.
2. Tela Antkowiak– 102 Silver King Court – requests permission to operate a mobile dog grooming business as a home occupation.
3. Andre Beulah – 207 Rose Hill Drive – requests permission to operate a landscaping business as a home occupation.
4. Steven J. Goudeau – 203 Downing Circle – requests permission to operate a real estate service business as a home occupation.
5. Roger Michael Freeman – 100 Trailing Bend – requests permission to operate a photography business as a home occupation.
6. Angela Perkins – 721 Loudon Hill Drive – requests permission to operate a notary service business as a home occupation.
7. Laura Sorenson – 406 Morgan Ranch Circle – requests permission to operate a photography business as a home occupation.
8. Charles Bennett – 202 Millstone Way – requests permission to operate an online retail business as a home occupation.
9. Roshunda Smith – 203 Parkway Drive – requests permission to operate a cleaning business as a home occupation.
10. Jerold Miller – 101 Tucker Place – requests permission to operate a roofing business as a home occupation.
11. Linda Rich – 329 Bonnie Drive – requests permission to operate an entertainer business as a home occupation.
12. Connie L. Ray – 1008 Briarcliff Road – requests permission to operate a janitorial business as a home occupation.
13. Tina Armeaga – 230 Wendan Way – requests permission to operate a cleaning business as a home occupation.
14. Shirley Braune – 113 Country Circle – requests permission to operate an online florist business as a home occupation.
15. Joe Brown – 402 Esplanade Drive – requests permission to operate a concrete construction business as a home occupation.
16. LaTosha K. Collins – 45 Tiffany Lane – requests permission to operate a consulting business as a home occupation.
17. Ashley Lawson – 735 N Houston Road, Apt. B3 - requests permission to operate a consulting business as a home occupation.

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Action Item #: 9

CITY OF WARNER ROBINS
STATE OF GEORGIA

RESOLUTION

BE IT RESOLVED, that Mayor and Council hereby authorizes Mayor Randy Toms to execute an automatically renewable annual contract with USIC Locating Services, LLC for locating and marking services per specific pricing as outlined in the attached contract, Exhibit A.

This 1st day of June, 2020.

CITY OF WARNER ROBINS, GEORGIA

By: _____
Randy Toms, Mayor

Attest:

_____
Kim A. Demoonie, Interim City Clerk

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FACILITIES LOCATING AND MARKING SERVICE CONTRACT

THIS CONTRACT is entered into as of May 20, 2020, and is by and between USIC Locating Services, LLC, an Indiana limited liability company, (**USIC**), and City of Warner Robins (**Customer**), each individually a party, and collectively, the parties.

BACKGROUND

A. Customer owns and operates Facilities in the geographic area described on Exhibit A to this Contract (**Excavation Notification Area**).

B. Customer desires to have USIC provide the necessary labor and equipment to provide certain services relative to locating and marking Customer's Facilities in the Contract Service Area.

CONTRACT

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

1. Definitions. In addition to the terms defined above the following capitalized terms when used in this Contract shall have the following meanings:

1.1 **Advance Locate Service** means conductive, inductive, and map based measurement locating methods which may include hand digging and/or vacuum excavation to accurately complete a Locate which may include hand digging and/or vacuum excavation.

1.2 **Annual Contract Value** means the aggregate of the last twelve months' Contract revenue.

1.3 **APWA** means the American Public Works Association and its Underground Utility Location and Coordination Council.

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1.4 **Atypical Condition (AC)** means any unusual condition, exigency, or occurrence at a given worksite that requires USIC's use of extra resources (including but not limited to manhole or vault entry, Unlocatable Facilities, labor, time, and equipment) outside of those routinely expended by USIC to accurately and safely complete a Locate.

1.5 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this Contract begins and the anniversary date each year after.

1.6 **Custom Reporting** means any reporting request from customer to USIC that cannot be accomplished by customer via USIC customer portal.

1.7 **Customer's Facilities** means any Facilities owned or operated by Customer.

1.8 **Damage Investigation Fee** means the fee charged to Customer for any damage investigation performed by USIC (to include Site photographs, measurements and/or other applicable forensic data) from which it is determined USIC is not at fault.

1.9 **Damage to Customer's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.

1.10 **Emergency Normal Hours Locate** means a request for a Locate that arises from a condition that threatens life, health or property as defined by applicable state law and are transmitted during USIC's normal, non-holiday business hours Monday through Friday (7:00 am – 5:00 pm).

1.11 **Emergency After Hours Locate** means a request for a Locate that arises from a condition that threatens life, health or property as defined by

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applicable state law and is transmitted on weekends or on weekdays outside of the USIC's normal business hours (7:00 am – 5:00 pm).

1.12 **Emergency Holiday Locate** means a request for a Locate that arises from a condition that threatens life, health or property as defined by applicable state law and/or is transmitted on any Federally observed holiday (New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Days, Thanksgiving Day, Christmas Day) or any state One-Call holiday.

1.13 **Environmental Handling Fee** means a fee imposed to cover USIC's cost and labor associated with proper use, disposal, and storage or recycling of any hazardous or harmful material to the environment.

1.14 **Excavator** means any person or entity which engages directly in excavation.

1.15 **Facilities** means any item used in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substance including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors, either above or below ground.

1.16 **Gridding (also known as "Excavation Notification Area")** means the geographic boundary area identified by Customer and provided to the applicable state One-Call center which is used to determine whether a request for Locate will generate a ticket for Customer after receipt of an Excavator's notification of intent to excavate (i.e., receipt of a locate ticket).

1.17 **Hazardous Materials** means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or

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controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

1.18 **High Profile Facilities** means non-residential fiber cables, 1200 pair or greater, electrical switchgears, telecom cables, 6" or greater gas mains, and 10" or greater water mains.

1.19 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.

1.20 **Locatable Facilities** means Customer's Facilities that can be located with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable Facilities.

1.21 **Locate** means the process of providing Locate Services in response to an Excavator's notice of intent to excavate in accordance with this Contract.

1.22 **Locate Service** means using Standard Locate Services or Advance Locate Services to determine: 1) the presence or absence of Customer's Facilities; 2) whether Customer's Facilities conflict with proposed excavations; and 3) where appropriate, the Marking of the proper path or routes of Customer's Facilities with Reasonable Accuracy.

1.23 **Locator At Fault Damage** means Damage to Customer's Facilities caused by an Excavator that occurs as a direct result of USIC not performing the Locate with Reasonable Accuracy. Locator At Fault Damage does not include alleged Damage to Customer's Facilities arising from USIC's late or untimely Locates that were performed with Reasonable Accuracy prior to the damage occurring.

1.24 **Locator Not At Fault Damage** means Damage to Customer's Facilities caused by an Excavator or other third party that occurs for any other reason

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other than USIC not performing the Locate with Reasonable Accuracy.

1.25 **Marking** means the use of stakes and flags, paint or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the APWA.

1.26 **Project Locate** is a ticket type designated by the state one call center or is any Locate that involves multiple addresses or requires more than 30 minutes to Locate Facilities at the excavation Site. Project Locate time is tracked using system time thresholds and may include any ticket type (including but not limited to tickets designated as routine, normal, and/or emergency).

1.27 **Reasonable Accuracy** means the placement of appropriate Markings within the applicable state's tolerance zone.

1.28 **Restoration Costs** means the reasonable and customary, actual costs incurred by Customer to repair Damage to Customer's Facilities arising from Locator At Fault Damages, but shall specifically exclude any Third Party Claims. "Restoration Costs" is equal to only the actual labor, equipment, and material costs incurred by Customer to repair the Damage to Customer's Facilities as supported by actual invoice and/or receipts for work completed by each repair contractor. This shall include reasonable and customary costs incurred by Customer's in-house labor and 3rd party contractor(s), where an itemized breakdown for all parties included in the repair is submitted. "Restoration Costs" specifically excludes, except where prohibited by law: the costs and expenses listed in paragraph 7.2; overhead charges; costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement or extension of Customer's Facilities); administrative charges including third party administrator fees; and costs arising out of collection actions, whether incurred by the Customer or collection agencies.

1.29 **Services** means the services to be provided by USIC under this Contract.

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1.30 **Site** means the premises where Services are performed and Customer has ownership or exercises control.

1.31 **Site Visit** means to visit the Site of a request for a Locate, but there are no Locatable Facilities to be marked.

1.32 **Standard Locate Service** means 1) determining whether the Customer's Facilities are in conflict with proposed excavations when employing one conductive hook-up point on either side of a Locate target that is Identifiable, and 2) Marking, where appropriate, the proper path or routes of Customer's Facilities with Reasonable Accuracy.

1.33 **Ticket** means the document generated at and transmitted by the One-Call center to USIC containing each request for Locate.

1.34 **Third Party Claims** means any claims for losses, fines, penalties, damages, costs, fees, or expenses made by a person not a party to this Contract arising from or related to Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) losses identified in Section 7.2.

1.35 **Unidentifiable Facilities** means Customer's Facilities that are neither apparent on the records, facility prints, drawings, or maps provided by Customer or from a Visual Examination.

1.36 **Unlocatable Facilities, including untonable facilities,** means Customer's Facilities whose presence is known either from records provided by Customer or a Visual Examination, but which cannot be Marked with Reasonable Accuracy using Standard Locate Service procedures employed by USIC.

1.37 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection of the dig site rather than from Customer's maps and records.

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1.38 **Watch and Protect** means to oversee Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing appropriate Locate Services as may be dictated by the nature and scope of the excavations. Service requires preauthorization or prior agreement by the parties regarding criteria to be applied.

1.39 **White-Lining** means the Excavator designates the route and/or area to be excavated using white premarking either onsite or electronically (when available through the One-Call center), prior to or during the request for the Locate. The route of the excavation is marked with white paint, flags, stakes, lines, polygons, or a combination of these to outline the dig site prior to or during notification to the One-Call center and before the locator arrives on the job.

2. Responsibilities of USIC

2.1 USIC shall furnish all labor, materials, and equipment necessary to perform Locate Services for Customer within the Contract Service Area, except for the maps and records to be provided by Customer under Section 3.1. All Ticket transmittals to USIC shall come directly from the One-Call center for the Contract Service Area.

2.2 Upon receipt of a request for a Locate, USIC will assess whether a field visit to the excavation site and a Visual Examination is required to determine if a conflict exists between the Customer's Facilities and the proposed excavation. If USIC determines that no field visit or Visual Examination is necessary, USIC will proceed under section 2.4 below.

2.3 If USIC determines that there are underground Locatable Facilities present at the excavation site, USIC will indicate the presence of those Facilities with appropriate Markings.

2.4 If USIC determines that Customer's Facilities are not present at the excavation site, USIC will either notify Excavator prior to the proposed excavation that Customer's Facilities are not present or mark the excavation

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site in a manner to indicate that Customer's Facilities are not present at the proposed excavation site.

2.5 Customer agrees that USIC will have the right to screen tickets via prints and other technology which eliminates the requirement for an in person visit to the Site. Customer also agrees that, notwithstanding anything to the contrary contained in this Contract, USIC will not be liable for any damages that occur because of incorrect prints.

2.6 If USIC determines that there are Unlocatable Facilities at the excavation site, it will notify Customer and Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable Facilities are not damaged by Excavator. USIC will not be liable for any damages associated with an Unlocatable Facility.

2.7 Any maps and records furnished by Customer pursuant to section 3.1 shall remain the property of Customer. USIC agrees to return all copies of such maps and records to Customer upon Customer's written consent or at the termination of this Contract. This obligation of confidentially shall survive the termination of this Contract. All customers maps and records shall be kept confidential by USIC unless 1) such maps and records were previously known to USIC free of any obligation to keep them confidential; 2) such maps and records are given to USIC by a third party not obligated to keep them confidential; 3) such maps and records become public without any act or omission of USIC; or 4) otherwise, as required by law.

2.8 Subject to the terms of section 3.2, USIC shall perform the Services as an independent contractor and as such, USIC has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Services. Further, USIC agrees that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto.

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2.9 USIC shall comply with the provisions of all applicable permits and licenses relative to the Services to be performed hereunder.

3. Responsibilities of Customer

3.1 Customer agrees not to suppress or screen any tickets in the Excavation Notification Area that would otherwise come to USIC from the state One-Call center. All customer tickets shall be transmitted directly to USIC from the state One-Call center.

3.2 Customer shall not change existing Gridding such that the volume of tickets received by USIC is reduced with the applicable state One-Call center on or after the Contract Effective Date except as provided in Section 5.4.

3.3 Customer agrees to provide USIC with the maps and prints in a GIS format (see specifications) and One-Call ticket information (One-Call format for the applicable state) via e-mail or web services to USIC's Ticket Management System, so as to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, and prints up to date and provide them to USIC in a timely manner via Secure File Transfer Protocol (SFTP.) USIC bears no liability for Customer's failure to provide accurate maps, records, and/or prints, or any damage which arises from inaccurate maps, records, and/or prints.

3.4 Customer agrees that it will reasonably cooperate with USIC regarding receipt and resolution of Third Party Claims, which cooperation shall include but not be limited to reasonable information sharing.

3.5 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit A. USIC shall bill for all tickets received from the State One-Call center, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Contract Service Area that Customer has provided to the State One-Call center.

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3.6 Customer recognizes White-Lining as a best practice for safe excavations. Customer agrees to use its best efforts to promote proper "White-Lining" by Excavators.

3.7 For Locates involving subsurface electric transmission of voltages greater than 33kV: (1) Customer will provide a qualified electric worker to identify the utility locating equipment connection point(s), via Customer's transmission engineering and system expertise; (2) Customer will make the connection(s) safely without requiring entry inside the Minimum Approach Distance for such hazards; (3) Markings will be provided outside the Minimum Approach Distance. The Locate may require the Customer to make multiple connections to safely reach the full scope of the Ticket. Customer will be notified via email of any Locates with an electric transmission line on the Site and once the Marking is complete.

4. Invoicing and Payment Terms

4.1 USIC will remit monthly invoices to Customer via Customer specified email address.

4.2 All amounts payable under this Contract shall be paid on a net fifteen (15) days basis, following the date of invoice.

4.3 A 3% late payment fee will be assessed for any invoice past due.

5. Term, Termination, Changes and Exclusive Nature of Contract

5.1 This Contract shall be effective as of May 29, 2020, one (1) year, with automatic renewal for consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to Section 5.3.

5.2 Customer shall use USIC as its exclusive provider of Locate Services within the Excavation Notification Area as identified in Exhibit A.

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5.3 Either party to this Contract can terminate this Contract upon sixty (60) days' prior written notice to the other. Upon such termination Customer shall only be liable for payment for any Services performed by USIC prior to the effective date of termination. Failure by Customer to provide proper notice under this provision will result in a penalty equal to 60 days average billing over the prior twelve-month period.

5.4 Either party may at any time propose changes in the schedule or scope of this Contract. USIC is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in the scope and schedule, and the resulting changes in price and other provisions, as agreed.

5.5 The scope, pricing, schedule and other provisions may, as appropriate, be equitably adjusted by USIC within 30 days of written notification to reflect additional costs or obligations incurred by USIC resulting from a change in Customer's requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations.

6. Investigations of Damage to Customer's Facilities

6.1 Should Customer become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate for Customer, the Customer shall promptly, and not later than twelve (12) hours from becoming aware of the Damage, notify USIC. This notification may be made by calling USIC at 1-800-778-9140 or by sending an email to USICDispatch@usicllc.com and should include the street address of the damage location, damage date and size/type of facility. Both parties to this Contract reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities.

6.2 USIC will investigate incidents of Damage to Customer's Facilities and provide, upon request, a written report of its findings to Customer. Such report will contain USIC's determination as to whether the Damage to

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Customer's Facilities constitutes a Locater At Fault Damage. Customer shall have thirty (30) days after notification of USIC's completion of the investigation to contest USIC's conclusion. Unless Customer notifies USIC in writing within such time period that it disputes USIC's conclusion as to a Locator At Fault Damage, USIC's conclusion with regard to that issue shall be deemed final and binding with respect to this Contract. If Customer disputes USIC's conclusion, the parties will seek to mutually resolve such dispute and if they cannot, such dispute will be resolved in accordance with section 12.

6.3 USIC shall be entitled to collect a Damage Investigation Fee for each investigation, performed by USIC relating to a potential or alleged Damage to Customer's Facilities, unless such investigation concludes or the parties ultimately agree that the damage was Locator At Fault.

6.4 Customer agrees that should it fail to notify USIC as provided in section 6.1 of any Damage to Customer's Facilities within twelve (12) hours after Customer receives notice of the damage, then USIC shall not be liable to Customer for Restoration Costs arising from that Damage to Customers' Facilities and Customer shall indemnify USIC against Third Party Claims as applicable, in accordance with Section 7, even if it is later determined that such damage constitutes a Locator At Fault Damage.

6.5 Customer agrees to submit all supporting documents and detail for any claims related to USIC's failure to perform within 6 months of date of claims invoice. If USIC does not receive supporting detail to justify the invoice, Customer shall waive the ability to further request payment or withhold payment for USIC due to any contested invoices. This does not preclude Customer from seeking remedies in a court of competent jurisdiction.

7. <u>Limitation of Liability and Indemnification</u>

7.1 USIC will be responsible for paying Customer's Restoration Costs only if: a) USIC receives a request to provide Locate Services with respect to Customer's Facilities at the location of the Damage, and b) the Damage to

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Customer's Facilities constitutes a Locator At Fault Damage. Restoration Costs payable by USIC shall at no time collectively exceed $500 per incident. If the Damage to Customer's Facilities is not At Fault Damages or if Customer's Facilities are Unidentifiable Facilities or Unlocatable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. The total liability of USIC for all claims of any kind arising from or related to the formation, performance or breach of this Contract or any products or Services shall not exceed one times the annual collected contract value determined by trailing twelve month period, to the extent compliant with applicable law.

7.2 To the fullest extent compliant with applicable law, USIC shall not be liable for loss of profit or revenues, loss of use of equipment or systems, Interruption of Service, cost of replacement power, cost of capital, downtime costs, increased operating costs, administrative costs including third party administrator fees, and any special, consequential, incidental, indirect or punitive damages, or claims of any customers of Customer for any of the foregoing types of damages. Nothing in Sections 7.1 or 7.2 shall be interpreted to limit liability on the part of USIC for wanton, willful, reckless, or grossly negligent conduct on the part of USIC.

7.3 Each Customer and USIC (as an "Indemnifying Party") shall defend and indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Customer and USIC, the loss or expense shall be borne by each party in proportion to its degree of negligence. The Indemnifying Party may retain counsel of its choosing, at its own expense. The Indemnified Party may retain separate or additional counsel as well, but cost of such counsel shall be borne by the Indemnified Party. USIC shall not indemnify Customer for claims arising from Damages that are not At Fault Damages or damages to Unidentifiable Facilities or Unlocatable Facilities or for Third Party Claims that arise from

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the sole negligence or willful misconduct of Customer, its agents or employees.

8. Price Revisions

8.1 At the beginning of each Contract Year subsequent to the first Contract Year, the charges for Locate Services set forth on Exhibit A shall be increased annually by 3%.

8.2 Notwithstanding Section 8.3, USIC may, following the first contract year, adjust the prices for Locate Services set forth on Exhibit A upon reasonable justification and thirty (30) days' notice to Customer. Unless Customer contests, in writing within the thirty (30) day notice period, the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 12.1.

8.3 USIC may on a semiannual basis adjust fees based upon fluctuation in fuel prices. The adjustment will be based on "U.S. Regular Conventional Retail Gas Prices" from the US Department of Energy site: **http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_history.html**.

9. Environmental Health and Safety Matters

9.1 Customer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

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9.2 Customer shall timely advise USIC, in writing, of all applicable Site-specific health, safety, security, and environmental requirements and procedures, which shall include any instructions to USIC's personnel regarding Customer's safety practices. Without limiting Customer's obligations pursuant to Article 3 USIC may, from time-to-time, review and inspect applicable health, safety, security and environmental documentation, requirements and/or procedures at the Site.

9.3 If, in USIC's reasonable opinion, the health, safety, or security of personnel at a Site may be imperiled by security risks, terrorist threats/acts, potential exposure to Hazardous Materials, or unsafe working conditions; USIC may: (1) evacuate some or all of its personnel from Site; (2) suspend performance of all or any part of the Contract; (3) remotely perform or supervise work; and/or (4) take any other action necessary to protect such personnel. Any such occurrence shall be considered an excusable event. Customer shall reasonably assist in any such evacuation.

9.4 Operation of Customer's equipment is the responsibility of Customer. Customer shall not require or permit USIC's personnel to operate Customer's equipment at Site.

9.5 Customer will make its Site medical facilities and resources available to USIC personnel who need medical attention.

9.6 USIC has no responsibility or liability for the pre-existing condition of Customer's equipment or the Site. Prior to USIC starting any work at Site, Customer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Customer's equipment or the Site that USIC may encounter while performing under this Contract. Customer shall disclose to USIC industrial hygiene and environmental monitoring data regarding conditions that may affect USIC's work or personnel at the Site. Customer shall keep USIC informed of changes in any such conditions.

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9.7 USIC shall notify Customer if USIC becomes aware of: (i) conditions at the Site differing materially from those disclosed by Customer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in USIC's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.

9.8 Information Transfer: As referenced in OSHA 1910.269(a)(3) and (a)(4), before work begins, the appropriate Customer's Representative shall provide USIC access to the following information:

a. Existing characteristics and conditions of the Customer's installations that are related to the safety of the work to be performed;
b. Information about the design and operation of the Customer's installations that USIC needs;
c. Arc flash studies;
d. Ground fault studies;
e. Hand hole, manhole, and utility vault details; and
f. Danger poles tagging

9.9 As referenced in OSHA 1910.269(a)(3), USIC shall ensure that each of its employees is instructed in hazardous conditions relevant to the work, and USIC shall advise the Customer of any hazardous conditions found before and during the work.

9.10 If USIC encounters Hazardous Materials in Customer's equipment or at the Site that require special handling or disposal, USIC is not obligated to continue work affected by the hazardous conditions. In such an event, Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that USIC's work under the Contract may safely proceed, and USIC shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in USIC's cost of, or time

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required for, performance of any part of the work. Customer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of USIC's work at the Site.

9.11 Customer shall indemnify USIC for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Customer's equipment or the Site prior to the commencement of USIC's work, (ii) improperly handled or disposed of by Customer or Customer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than USIC.

10. Equal Employment

10.1 USIC is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and do not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, genetic information, or veteran status, or any other basis protected by federal, state or local law.

11. Insurance

11.1 USIC provides the following insurance coverage:

INSURANCE COVERAGE:	LIMITS:
Workers Compensation	Statutory Limit
Employers' Liability	
Each Accident	$1,000,000
Disease, Policy Limit	$1,000,000
Disease, Each Employee	$1,000,000
Comprehensive General Liability (contractual liability limited to terms and conditions of the insurance policy)	

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Each Occurrence	$2,000,000
(bodily injury, advertising injury, personal injury and advertising injury)	
General Aggregate	$8,000,000
Products Completed Operations Aggregate	$8,000,000
Medical Limits	Not Covered
Damages to Premises Rented to You Limit	$1,000,000
Automobile Liability CSL	$5,000,000
Cyber	$10,000,000

12. Dispute Resolution

12.1 The parties agree that any dispute, controversy, or claim arising out of or related to this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Section 12.

12.2 Prior to seeking third party adjudication relating to a dispute under the terms of this Contract, the party will first informally attempt to resolve the dispute with the other party by seeking a meeting with the appropriate higher management representative(s) of the other party via written notice. Such meeting shall be held within twenty (20) business days after the giving of notice. All negotiations and resolutions pursuant to this Section 12.1 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may pursue formal resolution in accordance with the below Section 12.3.

12.3 The parties agree that any dispute, controversy, or claim arising out of or related to this Contract, including any question regarding its existence or validity, that could not be resolved in accordance with informal resolution procedures addressed in Section 12.2 shall be submitted to and finally resolved by confidential, binding arbitration under the Commercial Rules of American Arbitration Association ("AAA") in the state and city where the at-issue dispute or work took place or another mutually agreeable venue. If such

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dispute relates to the existence, validity, or enforcement of this Contract, such arbitration shall take place in Indianapolis, Indiana or another mutually agreeable venue. Disputes in arbitration and this Contract will be governed by Indiana law without regard to conflict of law principles. There shall be one (1) arbitrator, selected in accordance with the AAA rules, unless the amount in dispute exceeds the equivalent of U.S. $250,000, in which event it shall be three (3) arbitrators. When three (3) arbitrators are involved, each party shall appoint one arbitrator, and those two shall appoint the third within thirty (30) days, who shall be the Chairman. In reaching his/her/their decision, the arbitrator(s) shall give full force and effect to the intent of the parties, and if resolution cannot be determined, the arbitrator(s) shall apply the governing law of the Contract. The parties agree that the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs incurred to enforce this Contract. The decision of the arbitrator(s) shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of the decision, in accordance with Indiana law. Both Parties fully understand and agree that they are giving up certain rights otherwise afforded to them by civil court actions, including but not limited to the right to a jury trial.

13. Non Solicitation

13.1 Customer agrees that during the Term of this Contract and for a period of twelve (12) months thereafter, Customer will not hire or solicit for hire any employee of USIC who has been used by USIC within the last six months for the purpose of providing the Services to Customer.

14. Force Majeure

14.1 Neither party shall be deemed to be in default of this Contract to the extent that any delay or failure to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions or

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strikes. If USIC claims that it is delayed by such a cause, it shall notify Customer immediately and Customer shall be entitled to obtain the Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.

15. Contract Modification and Assignment

15.1 This Contract may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Contract" shall include any such future amendments or modifications.

15.2 Customer may not assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, affiliation, operation of law, or any other manner, without at least 30 days' advance notice and the prior written consent of USIC.

16. Contract Entirety

16.1 This Contract shall constitute the entire contract between the parties with respect to the subject matter of this Contract. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Contract, and acknowledge receipt of a signed, true exact copy of this Contract.

17. Severability Clause

17.1 The parties expressly agree that if any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

18. Contract Notification

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18.1 Any notice, consent or other communication given under this Contract shall be in writing (unless otherwise specified in this Contract as permitting oral or verbal communication) and delivered to the below authorized representative of each party, specifying the subject matter and any other persons at USIC or Customer who should be notified of the notice, consent, or other communication. Notice shall be effective on the date when sent via email or, if delivered via certified mail, such notice shall be effective five (5) days after the date of mailing thereof.

18.1.1 USIC authorized representative:

Attn: Contracts
9045 River Road, Suite 300
Indianapolis, IN 46240,
contracts@usicllc.com

18.1.2 Customer authorized representative:
Attn: Bill Mulkey
700 Watson Blvd,
Warner Robins, GA 31093
bmulkey@wrga.gov

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives.

City of Warner Robins	USIC Locating Services, LLC
By: _____ (Signature)	By: _____ (Signature)
Randy Toms (Please print)	Brian Wimberger (Please print)
Title: Mayor	Title: Vice President

Date 5/20/2020

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Exhibit A

USIC Locating Services, LLC shall provide Services:

In the State of Georgia.
Member Codes (state One-Call CDC or Customer Description Codes): **WAR93**

USIC Locating Services, LLC Pricing:

$ 30.00	**Per Ticket Received from the One Call**
$ 45.00	**Per Normal Business Hour Emergency Call Out Ticket**
$ 60.00	**Per After Hour Emergency Call Out Ticket**
$ 60.00	**Project Price**
$ 15.00	**Watch and Protect (optional (per ¼ hour))**
$ 275.00	**Damage Investigation Fee**

Mail Invoices To: City of Warner Robins
ATTN: Bill Mulkey
700 Watson Blvd,
Warner Robins, GA 31093
Phone: 478-302-5506
Email: bmulkey@wrga.gov

USIC shall render invoices and statements to Customer on a monthly basis. Each statement shall be paid by Customer within fifteen (15) days of invoice date.

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Action Item #: 10

CITY OF WARNER ROBINS
STATE OF GEORGIA

RESOLUTION

BE IT RESOLVED, that Mayor and Council hereby authorizes Mayor Randy Toms to execute a Memorandum of Understanding with Guardian Centers of Georgia, LLC for scheduled access and use of the fire training property located at 600 Perry Parkway, Perry, Georgia.

This 1st day of June, 2020.

CITY OF WARNER ROBINS, GEORGIA

By: _____
Randy Toms, Mayor

Attest:

_____
Kim A. Demoonie, Interim City Clerk

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Action Item #: 10

GUARDIAN CENTERS

Memorandum of Understanding

Between

Guardian Centers of Georgia, LLC

And

Warner Robins Fire Department

This Memorandum of Understanding (MOU) is entered as of the date of the last signing party below between Guardian Centers of Georgia, LLC ("**Guardian Centers**") and Warner Robins Fire Department ("**WRFD**"). Guardian Centers referred to herein as the "**Parties**" and each individually as a "**Party**."

The waiver or breach of any term or condition of this MOU by any party hereto shall not constitute a precedent in the future enforcement of any of its terms and provisions.

This MOU authorizes the Party access and use of fire training property, when authorization is valid with prior written acceptance by the WRFD for preplanned events. The Parties shall establish guidelines, and use and limitations. The WRFD Chief or alternate shall be included in planning meetings, when applicable.

This MOU does not constitute a commitment regarding any procurement, program, solicitation, and/or request for proposal and/or business activity. This MOU neither constitutes nor creates a joint venture, a partnership under state law, or any formal business organization of any kind. Therefore, it does not create a business organization wherein two or more Parties share profits and losses; and neither party can bind the other party. This MOU does not create a contract to perform work, or a subcontract to perform work, among or between the Parties. This MOU does not create any enforceable contractual relationship between the Parties, unless and until such agreement is incorporated by reference in subsequent written agreements.

Compensation shall be based on customer applicability per event. Compensation may not be available and is not intended for all events. The Parties shall negotiate and establish compensation requirements, if any, during the preplanning acceptance period.

Compensation shall be based on customer applicability per event. Compensation any not be available and is not intended for all events. The Parties shall negotiate and establish compensation requirements, if any, during the preplanning acceptance period.

This MOU shall be effective upon signature and shall continue in force for a period of five (5) years. In addition, either Party may terminate this MOU for any reason on 45 calendar day's written notice.

Signatures on following page

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Action Item #: 10

GUARDIAN CENTERS

Warner Robins Fire Department

_____ _____

Ross Moulton *Date*
Chief

Guardian Centers of Georgia, LLC

_____ _____

W. Geoff Burkart *Date*
CEO
600 Perry Parkway
Perry, GA 31069

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Action Item #: 11

CITY OF WARNER ROBINS
STATE OF GEORGIA

RESOLUTION

BE IT RESOLVED, that Mayor and Council hereby authorizes Mayor Randy Toms to execute Memorandums of Understanding with Warner Robins Air Logistics Complex for Fire and Police response support for their Synergy Facility located at 100 Park Place, Warner Robins.

This 1st day of June, 2020.

CITY OF WARNER ROBINS, GEORGIA

By: _____
Randy Toms, Mayor

Attest:

_____
Kim A. Demoonie, Interim City Clerk

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WARNER ROBINS AIR LOGISTICS
COMPLEX (WR-ALC)
AND
WARNER ROBINS FIRE
DEPARTMENT (WRFD)
FOR
FIRE RESPONSE SUPPORT
AT
100 PARK PLACE DRIVE, WARNER ROBINS, GA
(Synergy Facility)

1. **PURPOSE:**

1.1. This is a Memorandum of Agreement (MOU) between the Warner Robins Air Logistics Complex (WR-ALC) and the Warner Robins Fire Department (WRFD). When referred to collectively, WR-ALC and WRFD are referred to as the "Parties."

1.2. This MOU outlines the responsibilities, terms, conditions, obligations, and mutual understandings between the Parties for the protection of personnel and resources at 100 Park Place Drive, Warner Robins GA., referred to as "Synergy."

2. **BACKGROUND:**

2.1. The Synergy Facility is a facility located outside the jurisdiction of Robins AFB, but will host Robins AFB personnel and property. As a result, this property falls under the jurisdiction of WRFD; moreover, Robins AFB first responders are not authorized and/or capable of responding to incidents at this location. The Synergy Facility will rely on WRFD for the below referenced support as a traditional member of the local community.

3. **AUTHORITY:**

3.1. DoDI 4000.19, *Support Agreements*

3.2 AFI 25-201, *Intra-Service, Intra-Agency, and Inter-Agency Support Agreements Procedures*

4. **PURPOSE:**

4.1. Define services Warner Robins Fire Department (WRFD) will provide and procedures the WRFD will follow to support WR-ALC Operations at 100 Park Place Drive, Warner Robins GA.

5. RESPONSIBILITIES OF THE PARTIES:

5.1. WR-ALC responsibilities:

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5.1.1. *Normal Operations:*
5.1.1.1. Perform all duties in accordance with all federal, state, and local laws.
5.1.1.2. Take necessary actions to correct fire safety deficiencies identified by WRFD.

5.1.2. *Fire or Smoke during duty:*
5.1.2.1. Activate pull station and notify 911 Emergency Call Center and request assistance by dialing "911".
5.1.2.2. Notify all personnel working within the Synergy facility.
5.1.2.3. Evacuate facility and take accountability.
5.1.2.4. Provide information to WRFD upon arrival.
5.1.2.5. Provide details and information to Group leadership as soon a feasibly possible.
5.1.2.6. SWEG leadership will notify the Command Post (478 327-2612) of the incident after incident is complete.

5.1.3. *Fire Drills:*
5.1.3.1. Perform fire evacuation drills no less than annually.
5.1.3.2. Coordinate drills with WRFD no less than 7 days in advance for system activation.

5.2. Warner Robins Fire Department responsibilities:

5.2.1. *Fire or Smoke during WR-ALC duty hours:*
5.2.1.1. Respond to 911 call.
5.2.1.2. Gather information from caller at the Synergy facility.
5.2.1.3. After event de-brief on-site SWEG leadership.
5.2.1.4. If arson is suspected, coordinate investigation efforts with Air Force Office of Special Investigations at Robins AFB (478 926-2141).

5.2.2. *Fire Alarm Activation after duty hours:*
5.2.2.1. Respond to alarm signal.
5.2.2.2. Assess situation, determine actual or false alarm and respond accordingly.
5.2.2.3. Notify Facility Manager of actions taken once response is completed.
5.2.2.4. Notify Robins AFB Command Post (478 327-2612) of response to incident.

5.2.3. *Fire Drills:*
5.2.3.1. Coordinate alarm activation with Synergy Facility Manager for drill.
5.2.3.2. Once notified Fire Drill is complete, re-activate alarm system.
5.2.3.3. If present for drill, provide feedback to Synergy Facility Manager.

5.2.4. *Normal Operations:*
5.2.4.1. Perform annual facility fire safety inspections
5.2.4.2. Report results to Synergy Facility Manager.

6. ADMINISTRATION:

6.1. POINTS OF CONTACT (POC): The following POCs will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its POC upon reasonable notice to the other Party

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6.1.1. SWEG - *Primary Facility Security Manager*
Brian Daniel
402 SWEG/MXDES
Chief, Facilities Section
420 Richard Ray Blvd.
Suite 100
Robins AFB, GA 31098
478 926-8870
brian.daniel@us.af.mil

Alternate Security Manager
Warren Keily
402 SWEG/MXDES
Facility Manager
420 Richard Ray Blvd
Suite 100
Robins AFB, GA 31098
478-926-9619
warren.keily@us.af.mil

6.1.2. WRFD – *Primary:* Ross Moulton
Fire Chief – Warner Robins FD
111 North Pleasant Hill Rd.
Warner Robins, GA 31093
478-923-1020
Johndoe@wrga.gov

Alternate : XXXXXXXXXX
Deputy Chief – Warner Robins FD
111 North Pleasant Hill Rd.
Warner Robins, GA 31093
478-751-2700
Johndoe@wrga.gov

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed to the individuals above, to include both the primary and alternate. Email correspondence, with a method of receipt confirmation (Outlook® read receipt or similar) is preferred. All correspondence is considered received upon receipt confirmation by the sending Party. All emails over 10MB, to include attachments, will be subdivided to ensure proper transmission.

6.3. REVIEW OF AGREEMENT: This MOU will be reviewed annually by the Party's POCs on or before the anniversary of its effective date for financial/operational impacts and triennially in its entirety. This review will be in addition to reviews performed to determine suitability of extension set forth in paragraph 6.8.

6.4. MODIFICATION OF AGREEMENT: This MOU may only be modified by the written agreement of the Party's duly assigned representatives. The Party's representatives are assumed to be the Primary POC listed under paragraph 6.1 unless otherwise re-assigned in writing by the approval authorities of this agreement. Any one-time modification can be accomplished via email and maintained by the Party's respective representatives. Any modification that will affect this MOU for its duration must be in writing, signed by the representatives, and appended to this MOU as an addendum. In circumstances where minor modifications are required to facilitate more efficient operations by the Parties, verbal modifications are permitted so long as the modification is formalized in writing within 72 hours of its implementation.

6.5. DISPUTES: Any disputes relating to this MOU will, subject to applicable law, Executive Order, Directive, or Instruction, be resolved by mutual consultation between the Parties or in accordance with DoDI 4000.19. It is agreed that all attempts will be made by the Parties to resolve disputes at the lowest operational level prior to involving

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the respective approval authorities.

6.6. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

6.7. EXPIRATION DATE: This MOU expires September 30, 2030.

6.8. TERMINATION OF AGREEMENT: The MOU may be terminated by either Party by giving at least sixty (60) days written notice to the other Party. This MOU may also be terminated at any time upon mutual written consent of the Parties.

6.9. TRANSFERABILITY: This MOU is not transferable.

6.10. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOU embodies the entire agreement between the Parties regarding the MOU's subject matter.

7. LIABILITIES:

7.1. Each Party is solely responsible for the actions/inactions of its personnel and agrees to hold harmless the other Party in regards to all claims, judgments, demands, penalties, fines, losses, and costs against it for the negligent, reckless, or malicious actions of its personnel.

8. APPROVAL:

_____ Date:	_____ Date:
JOHN C. KUBINEC, Brigadier General, USAF	ROSS MOULTON
Commander	Fire Chief
Warner Robins Air Logistics Complex	Warner Robins Fire Department

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Action Item #: 12

CITY OF WARNER ROBINS
STATE OF GEORGIA

RESOLUTION

BE IT RESOLVED, that Mayor and Council hereby authorizes Mayor Randy Toms to execute a Memorandum of Understanding with Fort Valley State University for assistance in responding to their Warner Robins Center located at 151 Osigian Boulevard, Warner Robins.

This 1st day of June, 2020.

CITY OF WARNER ROBINS, GEORGIA

By: _____
Randy Toms, Mayor

Attest:

_
_____
Kim A. Demoonie, Interim City Clerk

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Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into on the **1st** of **July, 2020**, by and between the **Warner Robins Police Department, Warner Robins Georgia** and **Fort Valley State University**, an institution within the University System of Georgia and the Board of Regents for the University System of Georgia**. Warner Robins Police Department, Warner Robins Georgia** and **Fort Valley State University** are hereinafter collectively referred to as "Party" or "Parties." This agreement incorporates by reference standards contained in O.C.G.A. § 36-69-1 *et seq.*, including subsequent amendments thereto.

I. Purpose

WHEREAS, responses to emergency or special circumstances may exceed the immediate resources, skill, and equipment capacities of either Party's law enforcement agency, the **Warner Robins Police Department, Warner Robins Georgia** and the **Fort Valley State University** may request that the other Party provide certified police officers to assist in providing law enforcement services.

WHEREAS, pursuant to O.C.G.A. § 36-69-1 *et seq.*, **Fort Valley State University** is authorized to furnish assistance extraterritorially to **Warner Robins Police Department, Warner Robins Georgia** upon the approval of Board of Regents for the University System of Georgia and the President of **Fort Valley State University** with this MOU.

WHEREAS, pursuant to O.C.G.A. § 36-69-1 *et seq.*, the **Warner Robins Police Department, Warner Robins Georgia** is authorized to furnish assistance extraterritorially to **Fort Valley State University** with the approval of the President of **Fort Valley State University** as well as the governing body for the local political subdivision or county sheriff, as applicable.

NOW, THEREFORE, the parties agree as follows:

1. **Purpose:** The purpose of this MOU is to permit each Party to assign law enforcement officers to the other Party for law enforcement services within the **City Limits of Warner Robins, Georgia** or on the **Fort Valley State University** campus as requested by the law enforcement agencies of the Parties. In accordance with O.C.G.A. § 36-69-8, nothing in this MOU shall be construed as creating a duty on the part of the Parties to respond to a request for assistance, or to stay at the scene of a local emergency for any length of time.

2. Requests: Requests for assistance may be made by the **Chief of Police, Warner Robins Police Department, Warner Robins Georgia** or the **Chief** of **Fort Valley State University Campus Police Department** in a local emergency, in the prevention or detection of violations of any law, in the apprehension or arrest of any person who violates a criminal law of this state, or in any criminal case.

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3. Authorities: The senior officer of the requesting Party shall be in command of the local emergency as to strategy, tactics, and overall direction of the operations.

4. Powers and Duties of Responding Personnel: In accordance with O.C.G.A. § 36-69-4, responding employees of either Party "*shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision or on the campus of the institution in which they are normally employed.*"

5. Responsibility for Expenses and Compensation of Employees: Parties responding to requests in conformance with this MOU shall pay any expense for furnishing of their own equipment, loss or damage to such equipment, and costs incurred in operation and maintenance of their equipment. Responding Party shall compensate responding employees during the time they are rendering aid and defray actual travel expenses of employees. Compensation shall include compensation due to personal injury or death while employees are rendering aid. (O.C.G.A. § 36-69-5.)

II. Effective Date

This agreement shall take effect upon execution and approval by the hereinafter named officials, including the Board of Regents for the University System of Georgia, and shall continue in full force and effect unless terminated by any or all of the parties herein.

WHEREFORE, the parties hereto cause these presents to be signed in the ___ day of _____, 20__

_____	_____
Mayor, Warner Robins, Georgia	Date
_____	_____
President, Fort Valley State University	Date
John F. Wagner, Jr. #228	5.5.2020
Chief of Police, Warner Robins Georgia	Date
_____	_____
Chief of Police, Fort Valley State University	Date

Presented to and approved by the Board of Regents:

_____	_____
[Secretary to the Board Signature]	Date

_____

[Name of Secretary to the Board, Printed]

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CITY OF WARNER ROBINS
STATE OF GEORGIA

R E S O L U T I O N

WHEREAS, member of the Warner Robins legislative delegation to the 2020 session of the Georgia General Assembly have submitted to the Mayor and Council proposed legislation establishing a new charter for the City of Warner Robins; and

WHEREAS, the proposed charter provides for the creation of a city administrator position, amends the powers of the office of the mayor and of the city council, and makes additional changes from the current charter.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of the City of Warner Robins deem the proposed charter to be in the best interest of the City and endorse its introduction and adoption by the General Assembly.

This 1st day of June, 2020.

CITY OF WARNER ROBINS

_____
Randy Toms, Mayor

Attest:

_____
Kim Demoonie
Interim City Clerk

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Action Item #: 13

A BILL TO BE ENTITLED

AN ACT

To provide a new charter for the City of Warner Robins; to provide for incorporation, boundaries, and powers of the city; to provide for a governing authority of such city and the powers, duties, authority, election, terms, removal, method of filling vacancies, compensation, expenses, qualifications, prohibitions, and conflicts of interest regarding members of such governing authority; to provide for general powers of the city council; to provide for inquiries and investigations; to provide for the office of mayor and certain duties and powers relative to such office; to provide for the office of city administrator and certain duties and powers relative to such office; to provide for the exercise of eminent domain; to provide for organization and procedures; to provide for regular and special meetings; to provide for rules of procedure; to provide for ordinances; to provide for codes of technical regulations; to provide for authentication and codification of such codes; to prohibit city council interference with administration; to provide for a mayor pro tem; to provide for city departments; to provide for boards, commissions, and authorities; to provide for a city attorney; to provide for a city clerk; to provide for classification and pay plans for employees; to provide for a municipal court and the judge or judges of such court; to provide for the jurisdiction, powers, and convening of the municipal court; to provide for certiorari; to provide for rules of court; to provide for taxation, licenses, fees, service charges, and special assessments; to provide for collection of delinquent taxes, fees, and water bills; to provide for bonded and other indebtedness; to provide for revenue bonds and their refunding; to provide for financial policies; to provide for accounting, auditing, and budgeting; to provide for contracts and purchases; to provide for disposition of property; to provide for bonds for officials; to provide for prior ordinances, existing personnel and officers, and pending matters; to provide for construction and severability; to provide for related matters; to provide a specific repealer; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

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ARTICLE I

INCORPORATION AND POWERS

SECTION 1.10.

Name.

This city and the inhabitants thereof, are reincorporated by the enactment of this charter and are hereby constituted and declared a body politic and corporate under the name and style Warner Robins, Georgia, and by that name shall have perpetual succession.

SECTION 1.11.

Corporate boundaries.

(a) The boundaries of this city shall be those existing on the effective date of the adoption of this charter with such alterations as may be made from time to time in the manner provided by law. The boundaries of this city at all times shall be shown on a map, a written description, or any combination thereof, to be retained permanently in the office of the city clerk and to be designated, as the case may be: "Official Map (or Description) of the corporate limits of the City of Warner Robins, Georgia." Photographic, typed, or other copies of such map or description certified by the city clerk shall be admitted as evidence in all courts and shall have the same force and effect as with the original map or description.
(b) The city council may provide for the redrawing of any such map by ordinance to reflect lawful changes in the corporate boundaries. A redrawn map shall supersede for all purposes the entire map or maps which it is designated to replace.

SECTION 1.12.

Powers and construction.

(a) This city shall have all powers possible for a city to have under the present or future Constitution and laws of this state as fully and completely as though they were specifically enumerated in this charter. This city shall have all the powers of self-government not otherwise prohibited by this charter or by general law.
(b) The city shall have and be authorized to exercise all redevelopment and other powers authorized or granted municipalities pursuant to the "Redevelopment Powers Law," as now or hereafter amended, provided for by Chapter 44 of Title 36 of the O.C.G.A. These powers shall include, without being limited to, all redevelopment powers, the power to issue tax allocation bonds and incur other obligations without such bonds or obligations constituting debt within the meaning of Article IX, Section V of the Constitution, and the power to enter

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into contracts with private persons, firms, corporations, and business entities for the period specified in the "Redevelopment Powers Law."

(c) The powers of this city shall be construed liberally in favor of the city. The specific mention or failure to mention particular powers shall not be construed as limiting in any way the powers of this city.

SECTION 1.13.

Additional powers.

The city may acquire, construct, and maintain, by condemnation or otherwise, inside or outside the city limits, public ways, parks, public grounds, cemeteries, markets, market houses, public buildings, libraries, sewers, drains, sewage treatment or waterworks systems, electrical or gas systems, airports, hospitals, and charitable, educational, flood control, recreational, sport, curative, corrective, detention, penal, and medical institutions, areas, and facilities, and any other public improvements. The city, by ordinance, may establish and enforce rules and regulations necessary to preserve order, peace, and dignity on any property or facilities so acquired.

SECTION 1.14.

Exercise of powers.

All powers, functions, rights, privileges, and immunities of the city, its officers, agencies, or employees shall be carried into execution as provided by this charter. If this charter makes no provision, such shall be carried into execution as provided by ordinance or as provided by pertinent laws of the State of Georgia.

ARTICLE II

GOVERNMENT STRUCTURE

SECTION 2.10.

City council creation; number; election.

(a) The legislative authority of the government of this city, except as otherwise specifically provided in this charter, shall be vested in a city council to be composed of a mayor and six councilmembers. The city council established shall in all respects be a successor to and continuation of the governing authority under prior law. The mayor and councilmembers shall be elected in the manner provided by general law and this charter. The terms "city

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council" and "council" contained herein shall be deemed to include the mayor unless provided otherwise.

(b) The council shall be composed of the mayor, two members elected by the voters of the city at large, and one member from each of four council districts elected by the voters of those districts, as provided in Article V of this charter.

SECTION 2.11.

City council terms and qualifications for office.

(a) The mayor and members of the city council shall serve for terms of four years and until their respective successors are elected and qualified.

(b) No person shall be eligible to serve as mayor or councilmember unless that person shall have attained the age of 23 in the case of the mayor or the age of 21 in the case of a councilmember and shall have been a resident of the city for 12 months prior to the date of election of the mayor or members of the council; each shall continue to reside therein during that member's period of service and to be registered and qualified to vote in municipal elections of this city.

SECTION 2.12.

City council terms and qualifications for office continued.

In addition to the above requirements, no person shall be eligible to serve as a councilmember representing a council district unless that person has been a resident of the district such person seeks to represent for a continuous period of at least six months immediately prior to the date of the election for councilmember and continues to reside in such district during that person's period of service.

SECTION 2.13.

General power and authority of the city council.

(a) Except as otherwise provided by law or this charter, the city council shall be vested with all the powers of government of this city.

(b) In addition to all other powers conferred upon it by law, the council shall have the authority to adopt and provide for the execution of such ordinances, resolutions, rules, and regulations, not inconsistent with this charter and the Constitution and the laws of the State of Georgia, which it shall deem necessary, expedient, or helpful for the peace, good order, protection of life and property, health, welfare, sanitation, comfort, convenience, prosperity,

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or well-being of the inhabitants of the City of Warner Robins and may enforce such ordinances by imposing penalties for violations thereof.

SECTION 2.14.

Vacancy; filling of vacancies.

(a) The office of mayor or councilmember shall become vacant upon the incumbent's death, resignation, forfeiture of office, or occurrence of any event specified by the Constitution of the State of Georgia, Title 45 of the O.C.G.A., or such other applicable laws as are or may hereafter be enacted.

(b) A vacancy in the office of mayor or councilmember shall be filled for the remainder of the unexpired term, if any, by appointment by the city council or those members remaining if less than 12 months remains in the unexpired term. If such vacancy occurs 12 months or more prior to the expiration of the term of that office, it shall be filled for the remainder of the unexpired term by a special election, as provided for in Section 5.14 of this charter and in accordance with Titles 21 and 45 of the O.C.G.A., or such other laws as are or may hereafter be enacted.

(c) This section shall also apply to a temporary vacancy created by the suspension from office of the mayor or any councilmember.

SECTION 2.15.

Compensation and expenses.

The mayor and councilmembers shall receive compensation and expenses for their services as provided by ordinance.

SECTION 2.16.

Conflicts of interest; holding other offices.

(a) Elected and appointed officers of the city are trustees and servants of the residents of the city and shall act in a fiduciary capacity for the benefit of such residents.

(b) No elected official, appointed officer, or employee of the city or any agency or political entity to which this charter applies shall knowingly:

(1) Engage in any business or transaction, or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of that person's official

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duties or which would tend to impair the independence of the official's judgment or action in the performance of those official duties;

(2) Engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of that person's official duties or would tend to impair the independence of the official's judgment or action in the performance of those official duties;

(3) Disclose confidential information, including information obtained at meetings which are closed pursuant to Chapter 14 of Title 50 of the O.C.G.A., concerning the property, government, or affairs of the governmental body by which the official is engaged without proper legal authorization; or use such information to advance the financial or other private interest of the official or others;

(4) Accept any valuable gift, whether in the form of service, loan, thing, or promise, from any person, firm or corporation which to the official's knowledge is interested, directly or indirectly, in any manner whatsoever, in business dealings with the governmental body by which the official is engaged; provided, however, that an elected official who is a candidate for public office may accept campaign contributions and services in connection with any such campaign;

(5) Represent other private interests in any action or proceeding against this city or any portion of its government; or

(6) Vote or otherwise participate in the negotiation or in the making of any contract with any business or entity in which the official has a financial interest.

(c) Any elected official, appointed officer, or employee who shall have any financial interest, directly or indirectly, in any contract or matter pending before or within any department of the city shall disclose such interest to the city council. The mayor or any councilmember who has a financial interest in any matter pending before the city council shall disclose such interest and such disclosure shall be entered on the records of the city council, and that official shall disqualify himself or herself from participating in any decision or vote relating thereto. Any elected official, appointed officer, or employee of any agency or political entity to which this charter applies who shall have any financial interest, directly or indirectly, in any contract or matter pending before or within such entity shall disclose such interest to the governing body of such agency or entity.

(d) No elected official, appointed officer, or employee of the city or any agency or entity to which this charter applies shall use property owned by such governmental entity for personal benefit or profit but shall use such property only in their capacity as an officer or employee of the city.

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(e) Any violation of this section which occurs with the knowledge, express or implied, of a party to a contract or sale shall render said contract or sale voidable at the option of the city council.

(f) Except where authorized by law, neither the mayor nor any councilmember shall hold any other elective or appointive office in the city or otherwise be employed by said government or any agency thereof during the term for which that official was elected. No former mayor and no former councilmember shall hold any appointive office in the city until one year after the expiration of the term for which that official was elected.

(g) No appointed officer of the city shall continue in such employment upon qualifying as a candidate for nomination or election to any public office. No employee of the city shall continue in such employment upon qualifying for or election to any public office in this city or any other public office which is inconsistent, incompatible, or in conflict with the duties of the city employee. Such determination shall be made by the mayor and council either immediately upon election or at any time such conflict may arise.

(h)(1) Any city officer or employee who knowingly conceals such financial interest or knowingly violates any of the requirements of this section shall be guilty of malfeasance in office or position and shall be deemed to have forfeited that person's office or position.

(2) Any officer or employee of the city who shall forfeit an office or position as described in paragraph (1) of this subsection shall be ineligible for appointment or election to or employment in a position in the city government for a period of three years thereafter.

SECTION 2.17.

Inquiries and investigations.

Following the adoption of an authorizing resolution, the city council may make inquiries and investigations into the affairs of the city and the conduct of any department, office, or agency thereof and for this purpose may subpoena witnesses, administer oaths, take testimony, and require the production of evidence. Any person who fails or refuses to obey a lawful order issued in the exercise of these powers by the city council shall be punished as provided by ordinance.

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SECTION 2.18.

Mayor.

(a) The mayor shall:

(1) Preside at all meetings of the city council but shall not vote unless the council is equally divided, in which event the mayor shall vote and that vote shall be counted the same as the vote of any other member of the council;

(2) Have the authority to create or abolish city council committees and appoint members and chairs of all committees;

(3) Be recognized as the official head of the city by state, federal, and other authorities for military and ceremonial functions;

(4) Veto, approve, or fail to approve ordinances and resolutions of the city council as provided in subsection (b) of this section;

(5) Be the chief executive officer of the city with authority and responsibility to implement the actions of the city council and generally to supervise, direct, control, and provide for the administration of the affairs of the city;

(6) Appoint and remove department directors and the city clerk, subject to confirmation by the city council and consistent with any personnel policies adopted by the council, except the city attorney, municipal court judge or judges, all of whom shall be appointed and removed by the city council;

(7) See that all laws and ordinances of the city are enforced;

(8) Exercise supervision and control over all departments of the city;

(9) Prepare and submit to the city council an annual budget;

(10) Keep the city council fully advised as to the financial condition and needs of said city;

(11) Supervise and direct the official conduct of all city officers and department directors appointed by the mayor; and

(12) Provide for the salaries or compensation of all city officers and employees, subject to confirmation by the city council and consistent with any personnel policies adopted by the city council.

(b) Every official act of the city council having the force and effect of law shall be by ordinance or resolution. Any such ordinance or resolution adopted or approved by the city council shall be submitted to the mayor within two calendar days following its adoption or approval. The mayor shall approve or veto the ordinance or resolution within eight calendar days after adoption or approval, and no ordinance or resolution shall become effective without the mayor's approval except as provided in this subsection. If the mayor vetoes an ordinance or resolution, the mayor shall within two business days of such veto return it to the

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city council accompanied by a written statement of the reasons for that veto. If the city council shall pass the ordinance or resolution by a vote of five of its members at the meeting next held after the ordinance or resolution has been returned with the mayor's veto, it shall become law without the mayor's approval. In the event the mayor does not approve or veto the ordinance or resolution within the time required, it shall become law without the mayor's approval. The mayor may veto any item or items of any ordinance or resolution making appropriations; the part or parts of any ordinance or resolution making an appropriation not vetoed shall become law, and the part or parts vetoed shall not become law unless passed by the city council over the mayor's veto as provided in this subsection with respect to the passage of a vetoed ordinance or resolution.

(c)(1) The mayor shall be the chief purchasing agent for the city, by whom all purchases or supplies and all contracts therefor shall be made. He or she shall sign checks and all vouchers for the payment of the same under such rules and regulations as the city council may adopt, not inconsistent with this subsection. The city council shall adopt rules for regulating purchases made by the city, and the mayor shall be governed thereby. In no event shall the mayor be authorized to spend in excess of $10,000.00 for the purchase of any item for use by the city without the prior consent of a majority of the duly qualified members of the council.

(2) The mayor is further vested with the authority to sign all payroll checks for the employees of the city.

(d) Except for purposes of inquiry, members of the city council other than the mayor shall deal with the city's employees solely through the mayor and shall not give orders or directives to any such employees, either publicly or privately, except in emergency situations or in the absence of the mayor or the mayor pro tem acting on behalf of the mayor as provided in this charter.

SECTION 2.19.

City administrator.

(a) The office of city administrator is hereby created.

(b) The city administrator shall be appointed by the mayor and confirmed by majority vote of the city council.

(c)(1) The city administrator may be removed by:

(A) The mayor; or

(B) A unanimous vote of the members of the city council other than the mayor.

(2) In the event that the city administrator is removed pursuant to subparagraph (A) of paragraph (1) of this subsection, the city council by a two-thirds' vote may override such

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removal; provided, however, that this paragraph shall not apply to any removal of the city administrator that occurs during the first six months of a mayor's term of office.

(d) The city administrator shall function as the administrative officer of the city. He or she shall be responsible to the city council for the proper administration of the affairs of the city and may head one or more city departments. To that end, the city administrator shall have the power and shall be required to:

(1) Appoint and, when necessary for the good of the city, suspend or remove any employee of the city under his or her supervision except department heads and as otherwise provided hereinafter or by this charter or state law. He or she may authorize the head of a department or office under his or her supervision to appoint, suspend, or remove subordinates in that department or office;

(2) Submit, whenever it is necessary to fill vacancies in department heads that are under the supervision of the city administrator, a recommendation of the qualified individual to fill the position for approval by city council. The city administrator may recommend the removal or suspension of any such department head when it would be in the best interest of the city, and the governing body shall give full weight to the city administrator's recommendations. All recommendations for appointment or removal shall be based solely on the merit, qualifications, or disqualifications of the official concerned, without regard to his or her political beliefs or affiliations;

(3) Prepare the budget annually for submission by the mayor to the city council, together with a message describing the important features, and be responsible for its administration after adoption;

(4) Prepare and submit to the city council as of the end of the fiscal year, a complete report on the finances and administrative activities of the city for the preceding year;

(5) Keep the council advised of the financial conditions and future needs of the city and make such recommendations as he or she may deem desirable;

(6) Recommend to the city council a standard schedule of pay for all employees in the city's service, including minimum, intermediate, and maximum rates, and administer the city's personnel program;

(7) Recommend to the city council from time to time adoption of such measures as he or she may deem necessary and expedient for the health, safety, or welfare of the community;

(8) Consolidate or combine departments with the approval of the city council;

(9) Attend all meetings of the city council and other official meetings, unless excused therefrom, and take part in the discussion of all matters coming before the council. He or she shall receive notice of all regular and special meetings of the city council and of any meetings of committees of the council;

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(10) Assist the mayor in the purchase of all materials and equipment for which funds are provided in the budget and the letting of contracts;

(11) Assist the mayor and the council in seeing that all laws and ordinances are duly enforced;

(12) Devote his or her entire time, except as approved by the mayor and the council, to the discharge of his or her official duties;

(13) Assign job priorities and work schedules as necessary within the administrative service in accordance with policy established by the mayor and the council and otherwise direct the day-to-day work routine; and

(14) Perform such other duties as may be required by the council, not inconsistent with this charter, state laws, or city ordinances;

(e) The city administrator shall have no authority to bind the city unless specifically authorized to do so. Such authorization includes the power to sign contracts in the absence of the mayor and mayor pro tem where time is of the essence.

(f) The city administrator shall not attend meetings as an official delegate of the city unless specifically authorized to do so by the mayor or council.

(g) The city administrator shall be responsible for the day-to-day operations of city services under his or her supervision according to the policy determinations of the mayor and council. To facilitate the desired high level of municipal service, members of the city council shall not exert improper pressure upon the city administrator to hire or fire any specific person, and such decisions shall be based entirely upon merit.

(h) In case of accident, disaster, or other circumstances creating a public emergency, the city administrator may award contracts and make purchases for the purpose of meeting said emergency; however, he or she shall file promptly with the council a certificate showing such emergency and the necessity for such action, together with an itemized account of all expenditures. The mayor and the city attorney shall be consulted, if possible, before any such purchase is made.

(i) The city administrator shall upon request furnish a surety bond, to be approved by the council, said bond to be conditioned on the faithful performance of his or her duties. The premium of the bond shall be paid by the city. The amount of the bond shall be as set by the city council.

(j) The city administrator shall receive such compensation as the council shall fix from time to time.

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SECTION 2.20.

Eminent domain.

The city council is hereby empowered, inside or outside the city limits, to acquire, construct, operate, and maintain public ways, parks, public grounds, cemeteries, markets, market houses, public buildings, libraries, sewers, drains, sewage treatment, waterworks, electrical systems, gas systems, airports, and hospitals, and charitable, educational, recreational, sport, curative, corrective, detention, penal, and medical institutions, agencies, and facilities, and any other public improvements inside or outside the city, and to regulate the use thereof; and for such purposes, property may be condemned under procedures established under general law applicable now or as provided in the future.

SECTION 2.21.

Organizational meetings.

The city council shall hold an organizational meeting on the first Monday in January, unless said day is New Year's Day, in which event the organizational meeting shall be held on the first Tuesday in January. The meeting shall be called to order by the mayor or mayor-elect and the oath of office shall be administered to the newly elected members by a judge of the Houston County Superior Court and shall, to the extent that it comports with federal and state law, be as follows:

"I do solemnly swear or affirm that I will faithfully perform the duties of (mayor)(councilmember) of the City of Warner Robins and that I will support and defend the charter thereof as well as the Constitution and laws of the State of Georgia and of the United States of America. I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof. I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I by the laws of the State of Georgia am prohibited from holding. I am otherwise qualified to hold said office according to the Constitution and laws of Georgia. I have been a resident [of my district and] the City of Warner Robins for the time required by the Constitution and laws of this state and by the municipal charter. I will perform the duties of my office in the best interest of the City of Warner Robins to the best of my ability without fear, favor, affection, reward, or expectation thereof."

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SECTION 2.22.

Regular and special meetings.

(a) The city council shall hold regular meetings at such times and places as shall be prescribed by ordinance.

(b) Special meetings of the city council may be held on call of the mayor or four members of the city council. Notice of such special meetings shall be served on all other members personally or by telephone at least 48 hours in advance of the meeting. Such notice to councilmembers shall not be required if the mayor and all councilmembers are present when the special meeting is called. Such notice of any special meeting may be waived by a councilmember in writing before or after such a meeting, and attendance at the meeting shall also constitute a waiver of notice on any business transacted in such councilmember's presence.

(c) All meetings of the city council shall be public to the extent required by law, and notice to the public of special meetings shall be made fully as is reasonably possible as provided by Code Section 50-14-1 of the O.C.G.A., or such other applicable laws as are or may hereafter be enacted.

SECTION 2.23.

Rules of procedure.

(a) The city council shall adopt its rules of procedure and order of business consistent with the provisions of this charter and shall provide for keeping a journal of its proceedings, which shall be a public record.

(b) All committees and committee chairs and officers of the city council shall be appointed by the mayor and shall serve at the pleasure of the mayor. The mayor shall have the power to appoint new members to any committee at any time.

SECTION 2.24.

Quorum; voting.

Four councilmembers shall constitute a quorum and shall be authorized to transact business of the city council. Voting on the adoption of ordinances shall be by voice vote and the vote shall be recorded in the journal, but any member of the city council shall have the right to request a roll-call vote and such vote shall be recorded in the journal.

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SECTION 2.25.

Ordinance form; procedures.

(a) Every proposed ordinance shall be introduced in writing and in the form required for final adoption. No ordinance shall contain a subject which is not expressed in its title. The enacting clause shall be "It is hereby ordained by the governing authority of the City of Warner Robins" and every ordinance shall so begin.

(b) An ordinance may be introduced by any councilmember and be read at a regular or special meeting of the city council. Ordinances shall be considered and adopted or rejected by the city council in accordance with the rules which it shall establish. Upon introduction of any ordinance, the clerk shall as soon as possible distribute a copy to the mayor and to each councilmember and shall file a reasonable number of copies in the office of the clerk and at such other public places as the city council may designate.

SECTION 2.26.

Codes of technical regulations.

(a) The city council may adopt any standard code of technical regulations by reference thereto in an adopting ordinance. The procedure and requirements governing such adopting ordinance shall be as prescribed for ordinances generally, except that:

(1) The requirements of subsection (b) of Section 2.25 for distribution and filing of copies of the ordinance shall be construed to include copies of any code of technical regulations, as well as the adopting ordinance; and

(2) A copy of each adopted code of technical regulations, as well as the adopting ordinance, shall be authenticated and recorded by the city clerk.

(b) Copies of any adopted code of technical regulations shall be made available by the city clerk for inspection by the public.

SECTION 2.27.

Signing; authenticating; recording; codification; printing.

(a) The city clerk shall authenticate by the clerk's signature and record in full in a properly indexed book kept for that purpose all ordinances adopted by the council.

(b) The city council shall provide for the preparation of a general codification of all ordinances of the city having the force and effect of law. The general codification shall be adopted by the city council by ordinance and shall be published promptly, together with all amendments thereto and such codes of technical regulations and other rules and regulations

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as the city council may specify. This compilation shall be known and cited officially as "The Code of the City of Warner Robins, Georgia." Copies of the code shall be furnished to all officers, departments, and agencies of the city and made available for purchase by the public at a reasonable price as fixed by the city council.

(c) The city council shall cause each ordinance and each amendment to this charter to be printed promptly following its adoption, and the printed ordinances and charter amendments shall be made available for purchase by the public at reasonable prices to be fixed by the city council. Following publication of the first code under this charter and at all times thereafter, the ordinances and charter amendments shall be printed in substantially the same style as the code currently in effect and shall be suitable in form for incorporation therein. The city council shall make such further arrangements as deemed desirable for reproduction and distribution of any current changes in or additions to codes of technical regulations and other rules and regulations included in the code.

SECTION 2.28.

Council interference with administration.

Except for the purpose of inquiries and investigations under Section 2.17, the city council or its members shall deal with city officers and employees who are subject to the direction and supervision of the city administrator solely through the mayor, and neither the city council nor its members shall give orders to any such officer or employee, either publicly or privately.

SECTION 2.29.

Position of mayor pro tem.

During the absence or physical or mental disability of the mayor for any cause, the mayor pro tem, or in the mayor pro tem's absence or disability for any reason, any one of the councilmembers chosen by a majority vote of the city council, shall be clothed with all the rights and privileges of the mayor and shall perform the duties of the office of the mayor so long as such absence or disability shall continue. Any such absence or disability shall be declared by majority vote of all councilmembers. The mayor pro tem or selected councilmember shall sign all contracts and ordinances in which the mayor has a disqualifying financial interest as provided by this charter or state law. When acting as mayor, the mayor pro tem shall continue to have only one vote as a member of the council.

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SECTION 2.30.

Chief executive officer.

The mayor shall be the chief executive of this city. The mayor shall possess all of the executive and administrative powers granted to the city under the Constitution and laws of the State of Georgia and all the executive and administrative powers contained in this charter.

ARTICLE III

ADMINISTRATIVE AFFAIRS

SECTION 3.10.

City departments.

(a) Except as otherwise provided in this charter, the city council, by ordinance, shall prescribe the functions or duties of and establish, abolish, alter, consolidate, or leave vacant all nonelective offices, positions of employment, departments, and agencies of the city, as necessary for the proper administration of the affairs and government of this city.

(b) Except as otherwise provided by this charter or by law, the directors of departments and other appointed officers of the city shall be appointed solely on the basis of their respective administrative and professional qualifications.

(c) All appointed officers and directors of departments shall receive such compensation as prescribed by ordinance or resolution.

(d) There shall be a director of each department or agency who shall be its principal officer. Each director shall, subject to the direction and supervision of the mayor, be responsible for the administration and direction of the affairs and operations of that director's department or agency.

(e) All appointed officers and directors under the supervision of the mayor shall be nominated by the mayor with confirmation of appointment by the city council. All appointed officers and directors shall be at-will employees and subject to removal or suspension at any time by the mayor unless otherwise provided by law or ordinance.

SECTION 3.11.

Boards, commissions, and authorities.

(a) The city council shall create by ordinance such boards, commissions, and authorities to fulfill any investigative, quasi-judicial, or quasi-legislative function the city council deems necessary and shall by ordinance establish the composition, period of existence, duties, and powers thereof.

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(b) All members of boards, commissions, and authorities of the city shall be appointed by the city council for such terms of office and in such manner as shall be provided by ordinance, except where other appointing authority, terms of office, or manner of appointment is prescribed by this charter or by law.

(c) The city council, by ordinance, may provide for the compensation and reimbursement for actual and necessary expenses of the members of any board, commission, or authority.

(d) Except as otherwise provided by charter or by law, no member of any board, commission, or authority shall hold any elective office in the city.

(e) Any vacancy on a board, commission, or authority of the city shall be filled for the unexpired term in the manner prescribed herein for original appointment, except as otherwise provided by this charter or by law.

(f) No member of a board, commission, or authority shall assume office until that person has executed and filed with the clerk of the city an oath obligating himself or herself to faithfully and impartially perform the duties of that member's office, such oath to be prescribed by ordinance and administered by the mayor.

(g) All board members serve at-will and may be removed at any time by majority vote of the city council unless otherwise provided by law.

(h) Except as otherwise provided by this charter or by law, each board, commission, or authority of the city shall elect from its membership a chair and vice-chair and may elect as its secretary one of its own members or may appoint as secretary an employee of the city. Each board, commission, or authority of the city government may establish such bylaws, rules, and regulations, not inconsistent with this charter, ordinances of the city, or state law, as it deems appropriate and necessary for the fulfillment of its duties or the conduct of its affairs. Copies of such bylaws, rules, and regulations shall be filed with the city clerk.

SECTION 3.12.

City attorney.

The mayor and council shall appoint a city attorney, together with such assistant city attorneys as may be authorized, and shall provide for the payment of such attorney or attorneys for services rendered to the city. The city attorney shall be responsible for providing for the representation and defense of the city in all litigation in which the city is a party; may be the prosecuting officer in the municipal court; shall attend the meetings of the council as directed; shall advise the city council, mayor, and other officers and employees of the city concerning legal aspects of the city's affairs; and shall perform such other duties as may be required by virtue of the person's position as city attorney.

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SECTION 3.13.

City clerk.

The mayor shall appoint a city clerk. The city clerk shall be custodian of the official city seal and city records, shall maintain city council records required by this charter, and shall perform such other duties as may be required by the city council.

SECTION 3.14.

Position classification and pay plans.

The mayor shall be responsible for the preparation of a position classification and pay plan which shall be submitted to the city council for approval. Such plan may apply to all employees of the city and any of its agencies, departments, boards, commissions, or authorities. When a pay plan has been adopted, the city council shall not increase or decrease the salary range applicable to any position except by amendment of such pay plan. For purposes of this section, all elected and appointed city officials are not city employees.

ARTICLE IV

JUDICIAL BRANCH

SECTION 4.10.

Creation; name.

There shall be a court to be known as the Municipal Court of the City of Warner Robins.

SECTION 4.11.

Chief judge; associate judge.

(a) The municipal court shall be presided over by a chief judge and such part-time, full-time, or stand-by judges as shall be provided by ordinance.

(b) No person shall be qualified or eligible to serve as a judge on the municipal court unless that person shall have attained the age of 21 years, shall be a member of the State Bar of Georgia, and shall possess all qualifications required by law. All judges shall be appointed by the city council and shall serve until a successor is appointed and qualified.

(c) Compensation of the judges shall be fixed by ordinance.

(d) Judges may be removed from office as provided by general law.

(e) Before assuming office, each judge shall take an oath, given by the mayor, that the judge will honestly and faithfully discharge the duties of the office to the best of that person's

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ability and without fear, favor, or partiality. The oath shall be entered upon the minutes of the city council journal required in Section 2.20.

SECTION 4.12.

Convening.

The municipal court shall be convened at regular intervals as provided by ordinance.

SECTION 4.13.

Jurisdiction; powers.

(a) The municipal court shall have jurisdiction and authority to try and punish violations of this charter, city ordinances, and such other violations as provided by law.

(b) The municipal court shall have authority to punish those in its presence for contempt, provided that such punishment shall not exceed a fine of $200.00 or ten days in jail.

(c) The municipal court may fix punishment for offenses within its jurisdiction not exceeding a fine of $1,000.00, imprisonment for 180 days, or both. The municipal court may also fix punishment by alternative sentencing as now or hereafter provided by law.

(d) The municipal court shall have authority to establish a schedule of fees to defray the cost of operation and shall be entitled to reimbursement of the cost of meals, transportation, and caretaking of prisoners bound over to superior courts for violations of state law.

(e) The municipal court shall have authority to establish bail and recognizances to ensure the presence of those charged with violations before said court and shall have discretionary authority to accept cash or personal or real property as surety for the appearance of persons charged with violations. Whenever any person shall give bail for that person's appearance and shall fail to appear at the time fixed for trial, the bond shall be forfeited by the judge presiding at such time and an execution issued thereon by serving the defendant and the defendant's sureties with a rule nisi, at least two days before a hearing on the rule nisi. In the event that cash or property is accepted in lieu of bond for security for the appearance of a defendant at trial, and if such defendant fails to appear at the time and place fixed for trial, the cash so deposited shall be on order of the judge declared forfeited to the city or the property so deposited shall have a lien against it for the value forfeited which lien shall be enforceable in the same manner and to the same extent as a lien for city property taxes.

(f) The municipal court shall have the same authority as superior courts to compel the production of evidence in the possession of any party; to enforce obedience to its orders, judgments, and sentences; and to administer such oaths as are necessary.

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(g) The municipal court may compel the presence of all parties necessary to a proper disposal of each case by the issuance of summonses, subpoenas, and warrants which may be served as executed by any officer as authorized by this charter or by law.

(h) Each judge of the municipal court shall be authorized to issue warrants for the arrest of persons charged with offenses against any ordinance of the city, and each judge of the municipal court shall have the same authority as a magistrate of the state to issue warrants for offenses against state laws committed within the city.

SECTION 4.14.

Certiorari.

The right of certiorari from the decision and judgment of the municipal court shall exist in all criminal cases and ordinance violation cases, and such certiorari shall be obtained under the sanction of a judge of a superior court under the laws of the State of Georgia regulating the granting and issuance of writs of certiorari.

SECTION 4.15.

Rules for court.

With the approval of the city council, the judge shall have full power and authority to make reasonable rules and regulations necessary and proper to secure the efficient and successful administration of the municipal court; provided, however, that the city council may adopt in part or in toto the rules and regulations applicable to municipal courts. The rules and regulations made or adopted shall be filed with the city clerk, shall be available for public inspection, and, upon request, a copy shall be furnished to all defendants in municipal court proceedings at least 48 hours prior to said proceedings.

ARTICLE V

ELECTIONS

SECTION 5.10.

Applicability of general law.

All primaries and elections shall be held and conducted in accordance with Chapter 2 of Title 21 of the O.C.G.A., the "Georgia Election Code" as now or hereafter amended.

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SECTION 5.11.

Election of the city council and mayor.

(a) There shall be a municipal general election to be held biennially on the Tuesday next following the first Monday in November in odd-numbered years.

(b) There shall be elected the mayor and city council posts 1, 3, and 5 at the municipal general election in 2021 and quadrennially thereafter. City council posts 2, 4, and 6 shall be elected at the municipal general election in 2023 and quadrennially thereafter. Terms shall be for four years. Posts 1 and 2 shall be the at-large councilmembers, posts 3 through 6 shall be the district councilmembers.

SECTION 5.12.

Nonpartisan elections.

Political parties shall not conduct primaries for city offices and all names of candidates for city offices shall be listed without party designations.

SECTION 5.13.

Special elections; vacancies.

In the event that the office of mayor or councilmember shall become vacant as provided in Section 2.14 of this charter, the city council or those remaining shall order a special election to fill the balance of the unexpired term of such official; provided, however, that if such vacancy occurs within 12 months of the expiration of the term of that office, the city council or those remaining shall appoint a successor for the remainder of the term. In all other respects, the special election shall be held and conducted in accordance with the Chapter 2 of Title 21 of the O.C.G.A., the "Georgia Election Code," as now or hereafter amended.

SECTION 5.14.

Other provisions.

Except as otherwise provided by this charter, the city council shall, by ordinance, prescribe such rules and regulations it deems appropriate to fulfill any options and duties under Chapter 2 of Title 21 of the O.C.G.A, the "Georgia Election Code."

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SECTION 5.15.

Removal of officers.

(a) The mayor, councilmembers, or other appointed officers provided for in this charter shall be removed from office for any one or more of the causes provided in Title 45 of the O.C.G.A., or such other applicable laws as are or may hereafter be enacted.

(b) Removal of an officer pursuant to subsection (a) of this section shall be accomplished by an order of the Superior Court of Houston County following a hearing on a complaint seeking such removal brought by any resident of the City of Warner Robins.

ARTICLE VI

FINANCE

PART 1

TAXATION AND OTHER REVENUE

SECTION 6.10.

Property tax.

The mayor and council, by ordinance, may assess, levy, and collect an ad valorem tax on all real and personal property within the corporate limits of the city that is subject to taxation by the state and county. This tax is for the purpose of raising revenues to defray the costs of operating the city government, providing governmental services, for the repayment of principal and interest on general obligations, and for any other lawful public purpose as determined by the mayor and council in their discretion.

SECTION 6.11.

Millage rate; due dates; payment methods.

(a) The mayor and council shall, by ordinance, establish a millage rate for municipal ad valorem taxes and a due date; and in what length of time these taxes must be paid.

(b) The mayor and council, by ordinance, may provide for the payment of these taxes by installments or in one lump sum, as well as authorize the voluntary payment of taxes prior to the due date and provide for interest on late installments.

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SECTION 6.12.

Occupation and business taxes.

The mayor and council, by ordinance, shall have the power to levy any occupation or business taxes as are authorized by state law. These taxes may be levied on individuals, partnerships, and corporations who transact business in the city or who practice or offer to practice any profession or calling therein to the extent such persons have a constitutionally sufficient nexus to the city to be so taxed. These taxes may be levied and imposed on a fixed rate or gross receipts basis or any combination thereof. The mayor and council may classify businesses, occupations, professions, or callings for the purpose of these taxes in any manner as is reasonable, and payment of these taxes may be compelled as provided in this charter or by ordinance.

SECTION 6.13.

Licenses; permits; fees.

The mayor and council, by ordinance, shall have the power to require any individuals, partnerships, or corporations who transact business in the city or who practice or offer to practice any profession or calling therein to obtain a license or permit for these activities from the city and to pay a reasonable fee for the license or permit where the activities are not now regulated by state law in such a way as to preclude city regulation. These fees may reflect the total cost to the city of regulating the activity and, if unpaid, shall be collected as provided by this charter or by ordinance. The mayor and council, by ordinance, may establish reasonable requirements for obtaining or keeping licenses as the public health, safety, and welfare necessitates, including but not limited to denial or revocation for any violation of federal or state law or city ordinances involving the operation of the licensed business.

SECTION 6.14.

Service charges.

The mayor and council, by ordinance, shall have the power to assess and collect fees, charges, and tolls for water, sewer, sanitary, and health services or for any other services rendered within or without the corporate limits of the city. If unpaid, these charges or fees shall be collected as provided in this charter or by ordinance.

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SECTION 6.15.

Special assessment.

The mayor and council, by ordinance, shall have the power to assess and collect the costs of constructing, reconstructing, widening, or improving any public way, street, sidewalk, curbing, gutters, sewers, drainage structures, or other utility mains and appurtenances from the abutting property owners under any terms and conditions as are reasonable. If unpaid, these charges shall be collected as provided in this charter or by ordinance.

SECTION 6.16.

Interpretation; other taxes.

This city shall be empowered to levy any other tax as may be authorized now or hereafter by state law and the specific mention of any right, power, or authority in this charter shall not be construed as limiting in any way the general powers of this city to govern its local affairs.

SECTION 6.17.

Collection of delinquent taxes and fees.

The mayor and council, by ordinance, may provide generally for the collection of delinquent taxes, fees, or other revenue due the city under this charter or general state law by whatever reasonable means as are not precluded by general state law. This shall include providing for the dates when the taxes, fees, or other revenues are due; late penalties or interest; issuance and execution of fi. fas.; creation and priority of liens; making delinquent taxes, fees, and other revenues personal debts of the persons required to pay the taxes, fees, or other revenues imposed; revoking city licenses for failure to pay city taxes, fees, or other revenues; allowing exceptions for hardship; providing for the assignment or transfer of executions and collection of transferred executions; and providing for the billing and collecting of principal, interest, and costs of delinquent executions as an addition to and a part of the annual ad valorem tax bill.

SECTION 6.18.

Collection of delinquent water bills.

(a) The mayor and council may enforce the collection of delinquent rents and charges for products and services, such as water, sewerage, and sanitation services, by execution to be issued by the city clerk against the owners of the premises and such other persons as may be

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liable therefor, when such rents and charges are due and remain unpaid for a period of 20 days. The said execution shall become a lien upon the premises when recorded in the general execution docket of Houston County, Georgia, and shall be collected as a lien for city taxes.

(b) The mayor may, at his or her discretion, cause the sales or services to present or subsequent owners to be discontinued until the unpaid rents or charges are paid, or take other steps deemed necessary to collect the delinquent rents or charges.

PART 2

BORROWING AND INDEBTEDNESS

SECTION 6.20.

General obligation bonds.

The mayor and council shall have the power to issue bonds for the purpose of raising revenue to carry out any project, program, or venture authorized under this charter or the general laws of the state. This bonding authority shall be exercised in accordance with the laws governing bond issuances by municipalities in effect at the time the issue is undertaken.

SECTION 6.21.

Determination of millage necessary to retire proposed bonded indebtedness.

At a regular meeting of the city council held at least 15 days and not more than 45 days prior to any election within the city in which there shall be submitted to the electors of the city the question of whether the city shall incur additional bonded indebtedness, the mayor and council shall determine what millage is necessary to retire the bonded indebtedness proposed to be incurred by the city. Such action of the mayor and council shall be recorded upon the minutes of the meeting.

SECTION 6.22.

Revenue bonds.

Revenue bonds may be issued by the mayor and council as general law now or hereafter provides. These bonds are to be paid out of any revenue produced by the project, program, or venture for which they were issued.

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SECTION 6.23.

Refunding revenue bonds.

(a) The City of Warner Robins, acting through its governing body, may exercise all powers granted to municipalities under Article 3 of Chapter 82 of Title 36 of the O.C.G.A., the "Revenue Bond Law," as amended, and is hereby further authorized to refund any outstanding revenue bonds by the issuance of revenue refunding bonds in an amount not greater than the aggregate of principal and interest to the date of redemption and redemption premiums on the revenue bonds to be refunded. Said revenue refunding bonds may be issued at any time not more than 15 years prior to the date that the refunded bonds are to be retired, either at maturity or pursuant to a call for redemption or both. Pending the retirement of the revenue bonds being refunded, the city shall deposit a sufficient portion of the proceeds of such revenue refunding bonds, together with any other legally available funds, in escrow to pay principal, interest, and redemption premiums on the revenue bonds to be refunded, and some or all money so deposited may be invested in direct obligations of the United States of America or any of its agencies or in obligations guaranteed as to principal and interest by the United States of America. In determining the sufficiency of such deposit, the city may include interest to be received on such investments.

(b) The city shall, upon depositing in escrow the proceeds of any revenue refunding bonds hereunder, enter into an agreement with the bank holding such deposit. Said agreement shall require said bank, among other things, to hold the investments and liquidate the same without further instructions from the city when necessary to pay principal, interest, and redemption premiums on the revenue bonds refunded and may require such bank to publish on behalf of the city one or more notices of redemption of the revenue bonds to be refunded.

(c) The validity of revenue refunding bonds issued hereunder may be determined by proceedings in the Superior Court of Houston County, Georgia. Such proceedings shall be brought and conducted, may be intervened in, may be appealed from in the same manner, and shall have the same effect as is provided in the Revenue Bond Law. If the aforementioned agreement governing the deposit of revenue refunding bond proceeds is attached as an exhibit to the resolution authorizing said revenue refunding bonds, the court upon validation shall determine the validity of said agreement as well as the validity of said revenue refunding bonds.

(d) Such revenue refunding bonds shall constitute investment securities under Title 11 of the O.CG.A., the "Uniform Commercial Code," but no financing statement nor continuation statement need be filed to protect or perfect the interest of the holders of said revenue refunding bonds in the revenues pledged to their payment. Such revenue refunding bonds may be secured by a pledge of all or any portion of the revenues to be derived from the

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operation of one or more revenue-producing facilities of the city, after payment of the reasonable and necessary expenses of operation and maintenance, and such revenues need not be limited to revenues pledged to the revenue bonds refunded. Revenue refunding bonds shall not be payable from or charged upon any funds other than the revenues pledged to the payment thereof, nor shall the city be subject to any pecuniary liability thereon. No holder or holders of any such revenue refunding bonds shall ever have the right to compel any exercise of the taxing power of the city to pay any such revenue refunding bonds or the interest thereof, nor to enforce payment thereof against any property of the city; nor shall any such bonds constitute a lien upon any property of the city. Each bond issued under this section shall contain a recital setting forth the substance of this subsection.

(e) Revenue refunding bonds issued hereunder or the resolution providing for their issuance may contain such provisions for the security of said revenue refunding bonds as the governing body may determine, including such covenants and rights to a receiver upon default as are provided for in the Revenue Bond Law, and may be issued in one or more series; may be sold in such manner; may bear such date or dates; may mature at such time or times not exceeding 40 years from their respective dates; may bear interest at such rate or rates not exceeding 9 percent per annum and payable at such time or times; may be payable in such medium of payment at such place or places; may be in such denomination or denominations; may be in such form either coupon or registered; may carry such registration, conversion, and exchangeability privileges; may be subject to such terms of redemption with or without premium; may be declared or become due before the maturity date thereof; may be executed in such manner; and may contain such terms, covenants, assignments, and conditions as the resolution or resolutions authorizing the issuance of such bonds may provide. All bonds issued under this section bearing the signature of officers in office on the date of the signing thereof shall be valid and binding, notwithstanding that before the delivery thereof, and payment therefor, such officers whose signatures appear thereon shall have ceased to be officers of the municipality issuing the same. Pending the preparation of the definitive bonds, interim receipts, in such form and with such provisions as the governing body may determine, may be issued to the purchaser or purchasers of bonds to be issued under this section. Said bonds shall be and are hereby declared to be nontaxable for any and all purposes.

(f) This section shall be deemed cumulative and not in lieu of all other laws granting bond authority to the city and shall provide an additional but nonexclusive means of refunding revenue bonds of the city, regardless of the law under which the revenue bonds shall have been issued.

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SECTION 6.24.

Short-term notes.

The city may issue short-term notes as now or hereafter provided by general state law.

PART 3

FINANCIAL POLICY

SECTION 6.30.

Purpose.

The purpose of the statement of financial policy of the city is to serve as a foundation for long-term and short-term fiscal planning, to facilitate decision making, and to provide direction to the city council and city staff for handling the city's day-to-day financial business. Because of the broad and diverse nature of the city's departments, committees, and blended component units, having written defined financial policies minimizes the risk of developing conflicting or inconsistent goals and objectives which could have a negative impact on the overall financial condition of the city.

SECTION 6.31.

Fiscal year.

The mayor and council shall establish a fiscal year for the city and all its agencies by ordinance unless otherwise provided by state or federal law.

SECTION 6.32.

Municipal budget policy.

(a) The mayor and council shall annually appropriate, by ordinance, the funds necessary to operate all the various agencies and departments and to meet the current expenses of the city for the next fiscal year. The mayor and council shall comply with all state laws applicable to budget hearings, public notices, public inspection of budget documents, and budget adoption.

(b) The mayor and council shall not appropriate funds for any given fiscal year which, in aggregate, exceed a sum equal to the amount of unappropriated surplus expected to have accrued in the city treasury at the beginning of the fiscal year, together with an amount not greater than the total municipal receipts from existing revenue sources anticipated to be

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collected in the fiscal year, less refunds as estimated in the budget report and amendments thereto.

(c) All appropriated funds, except for the mandatory appropriations required by law and those required to meet contractual obligations or the continued appropriation and authorization of state or federal grants, remaining unexpended and not contractually obligated at the expiration of the municipal appropriations ordinance shall lapse.

(d) All state or federal funds received by the city are hereby continually appropriated in the exact amounts and for the purposes authorized and directed by the state or federal government in making the grant.

(e) The adoption of an annual budget for the next fiscal year shall not in itself constitute specific approval for the expenditures identified therein which shall be subject to the requirements of Section 6.41of this charter.

(f) The appropriation for each department, office, bureau, board, commission, function, or line item for which appropriation is made shall be for a specific amount of money, and no appropriation shall allocate to any object the proceeds of any particular tax or a part or percentage thereof.

(g) The mayor shall submit to the council at least six weeks prior to the start of the municipal fiscal year a budget message and a budget report. The mayor shall submit to the council at least 60 days prior to the start of the fiscal year a draft of the recommended municipal appropriations ordinance in a form and manner as may be prescribed by ordinance, which shall provide for the appropriation of funds necessary to operate all the various departments and to meet the current expenses of the city for the next fiscal year.

(h) Each municipal appropriations ordinance, now in force or hereafter adopted with all amendments as are adopted from time to time, shall continue in force and effect for the next fiscal year after adoption and it shall then expire except for any mandatory appropriations required to meet contractual obligations or the continued appropriation and authorization of state or federal grants.

(i) In addition to the appropriations made by the municipal appropriations ordinance and amendments thereto, the mayor and council may make additional appropriations in the same manner as herein provided, which shall be known as supplementary appropriations ordinances, provided that no supplementary appropriation shall be made unless there is an unappropriated surplus in the city treasury or the revenue necessary to pay the appropriation has been collected into the general fund of the city treasury as provided by law. In no event shall a supplementary appropriations ordinance continue in force and effect beyond the expiration of the municipal appropriations ordinance in effect when the supplementary appropriations ordinance was adopted and approved.

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(j) The city shall finance all current expenditures with current revenues and shall avoid budgetary procedures that balance current expenditures through the obligation of future resources. The city shall avoid using short-term financing to meet operating budget requirements.

(k) The budgets of all governmental funds, general revenue, special revenue, and capital project must be balanced. Budgets for proprietary funds, such as enterprises and internal service, shall be prepared to establish fees and charges and to maintain managerial control.

(l) The city budget shall be adopted at the legal level of control, which is the fund or department level, as such expenditures may not exceed the total for any department within a fund.

(m) Transfers of appropriations within a department shall require the approval of the mayor. Transfers of appropriations between departments or funds, an increase in personal services appropriations, or an increase in the level of authorized positions shall require approval of the mayor and council.

(n) Department directors and elected officials are directed to operate within budget limitations to prevent emergency situations.

(o) The city shall maintain a budgetary accounting control system to ensure adherence to the adopted annual budget and shall prepare timely financial reports comparing actual revenues and expenditures with budgeted amounts.

(p) All budgets shall be adopted on a basis of accounting consistent with generally accepted accounting principles as applicable to governments, including all relevant Government Accounting Standards Board (GASB).

SECTION 6.33.

Fund balance policy for all funds of the city.

(a) The city shall maintain a prudent level of financial resources to protect against disruptions of city provided services due to temporary revenue shortfalls, unpredicted one-time expenditures, natural disasters, or emergencies, and to maintain sufficient working capital and cash flow to meet current financial needs at all times.

(b) The city's definition of fund balance for its governmental fund types shall conform to generally accepted accounting principles as applicable to governments, including all relevant GASB.

(c) In accordance with GASB 54, the city's fund balance classifications and definitions are:

(1) Assigned - financial resources whose use is restricted by management based on the intended use of those resources per the governing authority of the city;

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(2) Committed - financial resources whose use is restricted by action of the governing authority of the city which will remain binding unless removed in the same manner creating the restriction;

(3) Nonspendable - financial resources that will never convert to cash, that will not convert to cash soon enough to affect the current period, or that must be maintained intact pursuant to legal or contractual requirements;

(4) Restricted - financial resources that are subject to externally enforceable legal restrictions such as debt covenants, federal or state grant requirements, private donors and contributors, or other governmental entities; and

(5) Unassigned - any residual net resources available after consideration of nonspendable, restricted, committed, or assigned fund balance.

(d) The city's general fund may maintain all five components of fund balance.

(e) The lowest level of fund balance classification for the city's special revenue funds shall be committed fund balance. A committed fund balance shall be used first when paying expenses, unless the expense is for purchases which were listed as being used from restricted fund balance classification.

(f) The lowest level of fund balance classification for the city's capital project funds shall be assigned fund balance for the funding of specific projects. An assigned fund balance shall be spent first, unless the expenditures are tied to a restricted fund balance amount. Once a project is completed, any fund balance remaining shall be transferred back to the funds which were the original funding source.

(g) By their nature, any debt service funds shall only classify fund balances as nonspendable or restricted. When debt expenses are paid, the city shall use restricted fund balances first. All debt services funds shall maintain a fund balance at a level to retire the debt. Once all debt is retired or the fund balance is sufficient to retire all remaining debt, any remaining fund balance shall be transferred to other city funds or projects as directed by the governing authority.

(h) The city shall maintain as an ending unassigned fund balance for its general fund at least three months of its prior fiscal year's actual general fund operating expenditures as reflected in the city's most recent annual audit report.

(i) General fund unassigned fund balances which exceed the minimum level established by this section may be appropriated by the city council for nonrecurring capital projects, equipment, or other operating uses.

(j) Should the general fund's unassigned fund balance fall below the minimum targeted level as defined in this section, the governing authority of the city must approve and adopt a plan to restore the general fund's unassigned fund balance to its target level within a 24 month period. If due to severe financial hardship of the city, the general fund's unassigned fund

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balance cannot be restored within this period, the governing authority shall establish a different time period.

(k) The city's governing authority shall avoid the appropriation of the general fund's unassigned fund balance for recurring operating or capital expenditures unless there is some extraordinary, nonrecurring event which would require the appropriation in order to meet the needs of the citizenry or an emergency.

(l) The city shall classify its enterprise funds' net assets as restricted, unrestricted, or invested in capital assets. The city's unrestricted net assets of all of its enterprise funds should be sufficient to cover operating expenses and infrastructure replacements. Unrestricted net assets shall be spent first, unless the expense was for a restricted asset.

SECTION 6.34.

Revenue administration policy.

(a) The city shall strive to maintain a diversified and stable revenue stream to protect against short-term fluctuations in any single revenue source.

(b) The city shall estimate its revenues by an objective analytical process in a prudent manner.

(c) The city shall follow a policy of paying for services with user charges where practical to reduce the reliance on taxes and other general revenue sources.

(d) The city shall seek public and private grants, contracts, and other outside sources of revenues for funding projects where appropriate.

(e) The city shall establish the levels of all user charges based on an analysis of the cost of providing services. User charges shall be evaluated periodically.

(f) The city shall set fees for each enterprise and internal service fund at a level that fully supports the total direct and indirect costs of the fund.

(g) The city shall not set user fees for its enterprise funds which result in extra income to be used to subsidize the services of any governmental fund.

SECTION 6.35.

Accounting and auditing policy.

(a) Audits of all funds of the city shall be in compliance with generally accepted audit standards as issued by the Auditing Standards Board of the American Institute of Certified Public Accountants and Government Auditing Standards as issued by the Comptroller General of the United States.

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(b) The city's annual financial report shall be prepared in accordance with generally accepted accounting principles as issued by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants and with generally accepted governmental accounting principles as issued by the Governmental Accounting Standards Board.

(c) The city shall maintain accurate records of all assets to ensure a high degree of stewardship for public property.

(d) The city shall maintain an ongoing system of financial reporting to meet the needs of the mayor and council, department directors, and the general public. The reporting system shall provide for budgetary control, for monitoring of the cost of providing services, and for comparative analysis.

SECTION 6.36.

Debt policy.

(a) The city's direct general obligation indebtedness shall conform to limits contained in the Constitution of the State of Georgia.

(b) The city shall confine long-term indebtedness to capital improvement projects.

(c) The city shall strive to not use short-term debt for funding current operations.

(d) The city shall use approved general obligation debt to fund general purpose public improvements which cannot be financed from current revenues, available general fund balances, or other current sources of capital financing.

(e) Long-term financing of the city's enterprise funds shall be used only when revenues of the debt-issuing fund are sufficient to satisfy operating expenses and debt service requirements.

SECTION 6.37.

Investment policy and cash management.

(a) The city shall maintain a conservative program of investing all funds under the direction of the mayor.

(b) The city investment program shall comply with all state and federal laws, rules, and regulations for investing public funds and with safekeeping and security requirements.

(c) The city's investment program shall be operated based on the principles of safety, liquidity, and return on investment as follows:

(1) Principal is protected from loss with secure investment practices and collateralization;

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(2) Investments are readily convertible to cash when needed without incurring principal losses; and

(3) Earning yields are maximized without diminishing the above principles.

(d) The city shall ensure that all public funds are collateralized in accordance with state and federal law, thereby guaranteeing the safety of public deposits. The city shall establish administrative procedures to maintain such pledged collateral and shall utilize pooled collateral systems provided by the state and by local depositories when possible.

(e) The city shall periodically reevaluate its banking services and shall initiate competitive negotiation and bidding processes, if deemed necessary. The process shall include the development of a request for proposals requesting quotations for banking services, services fees, and earning rates available. Selection of a bank for banking services shall be based on receiving the most efficient and cost-effective proposals.

SECTION 6.38.

Monetary receipt policy.

(a) The policy of the city is that all liquid monetary assets are properly, completely, and timely accounted for on a daily basis. It is the duty of the city's elected officials, management, and employees to the citizens of the city to ensure that all monetary assets received by the city are recorded for occurrence and completeness, physically secured, controlled, deposited, and allocated to the city's general ledger accounts in a timely and efficient manner. Liquid monetary assets are defined as cash, checks, credit card payments, electronic payments, automated clearinghouse, or wire payments.

(b) The purpose of this policy is:

(1) To maximize the revenue accruing to the city through the investment of city funds and any trust funds to the extent allowed by law, ordinance, and contract;

(2) To minimize the clerical efforts required to handle, process, and account for all moneys received;

(3) To maximize the accountability of moneys received by the city; and

(4) To require that all monetary assets received by offices of the city, or any of its related entities, shall be deposited in a timely manner, meaning within two working days, into the city's banking system.

(c) Department directors and supervisors shall be responsible for the safekeeping of monetary assets received by their departments and the prompt receipting into the city's cash management program, or the prompt transfer to the city clerk's office for receipting into the cash management program.

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(d) All monetary assets received in any one day shall be deposited in the form in which they are received.

(e) Cash received shall not be used to pay any city bills, to cash personal checks, or for any other type of transaction.

PART 4

PURCHASING, CONTRACTING, AND DISPOSITION OF PROPERTY

SECTION 6.40.

Contracting procedures.

(a) No contract with the city shall be binding on the city unless it is:

(1) In writing;

(2) Drafted by or submitted to and reviewed by the city attorney and, as a matter of course, signed by the city attorney to indicate such drafting or review; and

(3) Made or authorized by the mayor and council pursuant to lawfully enacted ordinances.

(b) Originals of all contracts shall be maintained on file in the office of the city clerk.

SECTION 6.41.

Purchasing procedures.

The mayor and council shall prescribe by ordinance the procedures for all purchases of real and personal property by the city. Prior to the making of purchases and contracts, the availability of adequate funds shall be certified as provided by ordinance.

SECTION 6.42.

Sale and disposition of property.

The mayor and council shall prescribe by ordinance the procedures for all sales and other disposition of real and personal property by the city.

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ARTICLE VII

GENERAL PROVISIONS

SECTION 7.10.

Bonds for officials.

The officers and employees of this city, both elected and appointed, shall execute such surety or fidelity bonds in such amounts and upon such terms and conditions as the city council shall from time to time require by ordinance or as may be provided by law.

SECTION 7.11.

Prior ordinances.

All ordinances, resolutions, rules, and regulations now in force in the city not inconsistent with this charter are hereby declared valid and of full force and effect until amended or repealed by the city council.

SECTION 7.12.

Existing personnel and officers.

Except as specifically provided otherwise by this charter, all elected or appointed officers and personnel of the city and their rights, privileges, and powers shall continue beyond the effective date of this charter.

SECTION 7.13.

Pending matters.

Except as specifically provided otherwise by this charter, all rights, claims, actions, orders, contracts, and legal or administrative proceedings shall continue, and any such ongoing work or cases shall be completed by such city agencies, personnel, or offices as may be provided by the city council.

SECTION 7.14.

Construction.

(a) Section captions in this charter are informative only and are not to be considered as a part thereof.

(b) The word "shall" is mandatory and the word "may" is permissive.

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(c) The singular shall include the plural, the masculine shall include the feminine, and vice versa.

SECTION 7.15.

Severability.

If any article, section, subsection, paragraph, sentence, or part thereof of this charter shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair other parts of this charter unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional, it being the legislative intent in enacting this charter that each article, section, subsection, paragraph, sentence, or part thereof be enacted separately and independent of each other.

SECTION 7.16.

Specific repealer.

An Act incorporating the City of Warner Robins, approved March 7, 1978 (Ga. L. 1978, p. 3081), as amended, is hereby repealed in its entirety and all amendatory acts thereto are likewise repealed in their entirety.

SECTION 7.17.

General repealer.

All laws and parts of laws in conflict with this Act are hereby repealed.

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Action Item #: 14

CITY OF WARNER ROBINS
STATE OF GEORGIA

RESOLUTION

WHEREAS, the following employees are recommended for promotion by their respective departments,

WHEREAS, the Mayor and City Council deem such recommendations beneficial,

NOW, THEREFORE, BE IT RESOLVED that these promotions be approved as follows:

-1-

Alex Wood, promoted from Utility Maintenance Worker III (Water), Job Class #921, Grade 11, Utility Department, to Utility Maintenance Crewleader (Water), Job Class #909, Grade 15, Utility Department, to be effective June 1, 2020.

-2-

Patrick Allen, promoted from Police Officer, Job Class #633, Grade 602, Police Department, to Police Sergeant, Job Class #635, Grade 605, Police Department, to be effective June 1, 2020.

-3-

David Adriance, promoted from Detective, Job Class #630, Grade 603, Police Department, to Police Sergeant, Job Class #635, Grade 605, Police Department, to be effective June 1, 2020.

-4-

Michael Shane Mann, promoted from Police Officer, Job Class #633, Grade 602, Police Department, to Police Sergeant, Job Class #635, Grade 605, Police Department, to be effective June 1, 2020.

-5-

Chandralyn Jones, promoted from Police Officer, Job Class #633, Grade 602, Police Department, to Police Sergeant, Job Class #635, Grade 605, Police Department, to be effective June 1, 2020.

-6-

Brandon Smith, promoted from Police Officer, Job Class #633, Grade 602, Police Department, to Police Sergeant, Job Class #635, Grade 605, Police Department, to be effective June 1, 2020.

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Timothy Pippio, promoted from Police Officer, Job Class #633, Grade 602, Police Department, to Police Sergeant, Job Class #635, Grade 605, Police Department, to be effective June 1, 2020.

This _____day of _____, 2020

By: _____
Randy Toms, Mayor

ATTEST:

_____
Kim Demoonie, Interim City Clerk

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