

A G E N D A

City Council Meeting

Monday, February 3, 2020 – 6:00 p.m.

➤ **OPENING**

- **Call to Order**
- **Invocation Pastor James Witherspoon, Alpha & Omega Worship Center**
- **Pledge of Allegiance**
- **Roll Call**
- **Garden City Youth Council Swearing In Ceremony**
- **Presentations:**
 - **Employee Recognitions:**
 - 2019 Garden City Police Officer of the Year - Shane Glasco
 - 2020 Garden City Police Officer of the Quarter – Joseph Matheny
 - Retirement - Larry Jones, Code Enforcement Officer after 23 years of service
 - **Proclamations:**
 - Mayor Bethune will present a proclamation to recognize the second week in February as National FBLA-PBL Week in Garden City.
 - Mayor Bethune will present a proclamation to recognize the month of February as Maritime Logistics Month at Robert W. Groves High School in Garden City.

➤ **RECEIVE INFORMAL PUBLIC COMMENT**

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

➤ **CONDUCT PUBLIC HEARINGS – No Public Hearings Scheduled**

➤ **Approval of City Council Minutes**

- Consideration of City Council Minutes (1/21/20) and Workshop Synopsis (1/13/20)

➤ **Staff Reports**

- Receive monthly report from Human Resources Department
- Receive monthly report from Information Technology Department
- Receive monthly report from Parks & Recreation Department

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

➤ **ITEMS FOR CONSIDERATION**

- **Resolution, Statewide Mutual Aid & Assistance Agreement:** A resolution authorizing Garden City, Georgia to execute that certain Statewide Mutual Aid and Assistance Agreement with the Georgia Emergency Management Agency/Homeland Security and any County or other Municipality within the

State of Georgia also executing same, to ensure the timely provision of mutual aid in times of emergencies and to further insure the reimbursement of costs incurred by participating parties who render assistance.

- **Resolution, Chatham 911 Communications Agreement:** A resolution authorizing Garden City, Georgia, through the City's Fire Department, to enter a Memorandum of Understanding with Chatham County, Georgia, for the provision of 911/Emergency dispatching services.

➤ **ADJOURN**

GARDEN CITY YOUTH COUNCIL OATH AND PROMISE

I _____ do hereby promise that I desire to be a member of the Garden City Youth Council; that I will honestly and faithfully perform the duties assigned to me; I will abide by the Rules which governs Youth Council members and that I will be a good role model for all youth in the Garden City and Chatham County community.

PROCLAMATION



WHEREAS, Future Business Leaders of America-Phi Beta Lambda is a nonprofit educational organization whose first chapter was established in Johnson City, Tennessee, in 1942; and

WHEREAS, this organization has grown now to encompass over 250,000 members and advisers nationwide in middle schools, high schools, colleges, universities, career and technical schools, and private business schools; and

WHEREAS, FBLA-PBL inspires and prepares students to become community-minded business leaders in a global society through relevant career preparation and leadership experiences; and

WHEREAS, members perform community service activities and strive to build a student's understanding of the realities of the modern business world; and

WHEREAS, FBLA teaches high school students basic business and leadership principles; and PBL helps university, college, technical, and business school students to make the transition from school to work;

NOW, THEREFORE, I, Don Bethune, Mayor of the City of Garden City, do hereby proclaim the second week in February, as **NATIONAL FBLA-PBL WEEK** in the State of Georgia City of Garden City

DON BETHUNE, Mayor

Attest:

RHONDA FERRELL-BOWLES, Clerk of Council

PROCLAMATION



WHEREAS, The Maritime Logistics Program began at Robert W. Groves High School, February 2, 2012 in Garden City, Georgia.

WHEREAS, this program has grown now to encompass over 200 students and instructors that are Certified Logistic Technicians. The program is growing every year.

WHEREAS, The Maritime Logistics Program inspires and prepares students to become community-minded business leaders in a global society through relevant career preparation and leadership experiences; and

WHEREAS, members perform community service activities and strive to build a student's understanding of the realities in the world of logistics; and

WHEREAS, The Maritime Logistics Program teaches high school students basic business and leadership principles; acquire many industry certifications; and helps high school students to make the transition from school to work;

NOW, THEREFORE, I, Don Bethune, Mayor of the City of Garden City, do hereby proclaim the month February, as **Maritime Logistics Month at Robert W. Groves High School** in the State of Georgia City of Garden City

DON BETHUNE, Mayor

Attest:

RHONDA FERRELL-BOWLES, Clerk of Council

MINUTES

City Council Meeting Tuesday, January 21, 2020 – 6:00 p.m.

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

Opening: Pastor Bruce Campbell, Oak Baptist Church gave the invocation and Mayor Bethune led City Council in the pledge of allegiance to the flag.

Attendees

City Council Members: Mayor Bethune, Mayor Pro-tem Bessie Kicklighter, Councilmember Marcia Daniel, Councilmember Richard Lassiter, Jr., Councilmember Natalyn Morris, Councilmember Debbie Ruiz and Councilmember Kim Tice.

Staff Members: Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Clerk of Council; Pam Franklin, HR Director; Ben Brengman, IT Director; Cliff Ducey, Parks & Recreation Director; Benny Googe, Public Works Director; Scott Robider, City Marshall; Gil Ballard, Chief of Police; and Corbin Medeiros, Fire Chief.

Presentation: Mayor Bethune read a proclamation recognizing January 26 – February 1, 2020 as School Choice Week in Garden City.

Informal Public Comment: Mayor Bethune opened the floor to receive comment from the audience. Mr. Jackson Selph, 2622 Woodlawn Avenue, said I would like for the City to have better fields for more ball tournaments. I would like to see the City give more money to repair its ball fields. I have a list of repairs to give to the City Manager.

Mayor Bethune asked Mr. Selph to give the list to the City Manager. City Manager said I will get with the Recreation Director on the list. Mayor Bethune said the Recreation Director and his staff do a good job.

Mayor Bethune asked if there was anyone else in the audience who wished to address City Council. There being no further comments or questions from the audience, Mayor Bethune closed the information public comment portion of the meeting.

City Council Minutes: Councilmember Tice made a motion to approve the city council minutes dated 11/18/19. Motion was seconded by Councilmember Daniel and passed without opposition.

Staff Reports:

HR Director presented the Human Resources Department's year-end report for 2019.

Councilmember Morris asked if the twelve employee separations were all voluntary? HR Director replied that four of the employee separations were for cause; four employees located to other counties; three employees left for other jobs and one employee left because they needed to stay home more.

Councilmember Morris asked if any of the worker comp accidents were avoidable? HR Director replied that some were.

Councilmember Morris asked do you have diversity training? HR Director replied that leadership training was held last year. Councilmember Morris stated that she didn't see any training listed in the report for last year. HR Director replied that she didn't list it, but could start putting it in the report.

Councilmember Morris stated that she saw several job openings listed on the website, but didn't see openings for twelve positions. HR Director replied that decisions hadn't been made to fill some of the positions.

IT Director presented the IT Department's year-end report for 2019.

Councilmember Lassiter asked if the new computers at the Cooper Center were new or used? IT Director replied that they are new computers donated by the Georgia Ports Authority.

Recreation Director presented the Parks & Recreation Department's year-end report for 2019.

Councilmember Lassiter asked if there any plans to upgrade the basketball goals behind the Cooper Center? He stated that they have been there since I was a kid. Recreation Director replied that we are looking at replacing the backboards.

City Marshall presented the Planning Department's year-end report for 2019.

Public Works Director presented the Public Works Department's year-end report for 2019.

Councilmember Lassiter asked if there is a breakdown of the total hours spent in each particular district. Public Works Director replied that it's hard to keep up with the number of hours. Councilmember Lassiter inquired then how do you keep up with a list on where to go. Public Works Director asked are you speaking about grass cutting or street sweeping.

Mayor Bethune stated that when you cut grass you can go back and look at it to see if needs cutting. He stated that public works can't sweep the streets unless the street has curb and gutter. Councilmember Lassiter stated that there are a lot of curbed streets in Rossignol Hill. Public Works Director stated that the sweeper stayed in the shop most of last year.

Councilmember Morris asked can you bring me up to speed on the Chatham Villa drainage project? What is the timeframe for completion? City Manager stated that Mill Creek is the contractor. Curb and gutter are only going in on the street that they are currently working on. The project is nearing completion.

Councilmember Lassiter asked if public works had looked at the drainage in front of the Haynes field. Public Works Director replied that the drainage pipe needs to be replaced. We are trying to get the contractor doing the Chatham Villa drainage project to look at replacing the drainage pipe.

Councilmember Daniel stated that public works does an excellent job with the resources they have and Councilmember Tice thanked the Public Works Director for a good job.

Chief of Police presented the Police Department's year-end report for 2019.

Fire Chief presented the Fire Department's year-end report for 2019.

City Manager's Updates & Announcements: City Manager reported that a large tree fell last Sunday on Nelson Avenue and took out the power lines. The tree fell due to a rotting root system. Since the tree was on the property owner's land we had no way of inspecting the tree. The tree has been cut up and will be hauled off this week.

Items for Consideration:

Resolution, CVB Funds Transfer Request: Clerk of Council read the heading of a resolution authorizing a transfer of funds in the amount of \$21,600.00 from the City's Tourism Fund to the Garden City Area Convention and Visitors Bureau Authority (CVB) to cover the difference between the Authority's budgetary expenses for the first quarter of fiscal year 2020 and the anticipated monthly hotel/motel tax revenues to be received by the Authority from the City during such first quarter pursuant to the terms of that certain agreement between the City and the Authority dated as of January 1, 2020.

City Manager stated that the Convention Visitors Bureau Authority (CVB) has been operating for about ten years under the direct oversight of the City. In 2019, the CVB started functioning independently from the City. The CVB is requesting a transfer of funds from the Tourism Fund account retained by the City so they function during the first quarter. The CVB will be issuing the City monthly financial/budgetary reports.

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

Resolution, Chief Judge Agreement: Clerk of Council read the heading of a resolution by the City Council to authorize the Mayor to execute an agreement between the City and Billy Tomlinson which sets forth the terms of Mr. Tomlinson's appointment as the Chief Judge of the Garden City Municipal Court.

City Manager stated that the City's Charter requires City Council to appoint certain positions of the City. The various appointments listed for consideration on tonight's agenda are such positions.

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

Resolution, Associate Judge Agreement: Clerk of Council read the heading of a resolution by the City Council to authorize the Mayor to execute an agreement between the City and Brian Joseph Huffman, Jr., which sets forth the terms of Mr. Huffman's appointment as the Associate Judge of the Garden City Municipal Court.

Councilmember Kicklighter made a motion to adopt the resolution. Motion was seconded by Councilmember Daniel and passed without opposition.

Resolution, Judge Pro Tem Agreement: Clerk of Council read the heading of a resolution by the City Council to authorize the Mayor to execute an agreement between the City and Richard Sanders, Jr., which sets forth the terms of Mr. Sander's appointment as Judge Pro Tem of the Garden City Municipal Court.

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

Resolution, Prosecuting Attorney Agreement: Clerk of Council read the heading of a resolution by the City Council to authorize the Mayor to execute an agreement between the City and Nathanael Wright which sets forth the terms of Mr. Wright's appointment as the City's Prosecuting Attorney on a part-time basis.

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

Resolution, Prosecuting Attorney Agreement: Clerk of Council read the heading of a resolution by the City Council to authorize the Mayor to execute an agreement between the City and Don Montgomery which sets forth the terms of Mr. Montgomery appointment as the City's Prosecuting Attorney on a part-time basis.

Councilmember Kicklighter made a motion to adopt the resolution. Motion was seconded by Councilmember Daniel and passed without opposition.

Resolution, Public Defender Agreement: Clerk of Council read the heading of a resolution by the City Council to authorize the Mayor to execute an agreement between the City and Ryan D. Langlois which sets forth the terms of Mr. Langlois' appointment as the City's Public Defender on a part-time basis.

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

Resolution, Public Defender Agreement: Clerk of Council read the heading of a resolution by the City Council to authorize the Mayor to execute an agreement between the City and Crystal D. Harmon which sets forth the terms of Ms. Harmon's appointment as the City's Public Defender on a part-time basis.

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

Resolution, Judge Pro-tem Appointment: Clerk of Council read the heading of a resolution by the Mayor and Council to appoint Douglas G. Andrews to serve as Judge Pro Tem of the Garden City Municipal Court.

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

Resolution, Judge Pro-tem Appointment: Clerk of Council read the heading of a resolution by the Mayor and Council to appoint James P. Gerard to serve as Judge Pro Tem of the Garden City Municipal Court.

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

City Attorney Appointment: Consideration by the Mayor and Council to appoint James P. Gerard to serve as City Attorney.

Councilmember Kicklighter made a motion to adopt the resolution. Motion was seconded by Councilmember Daniel and passed without opposition.

Board of Zoning Appeals / Planning Commission Appointments: Motion by the Mayor and Council to appoint four persons to serve new four-year terms beginning in February 2020 until the terms expire and the Mayor and Council appoints successors at the first regular Council meeting in January 2024.

Mayor Bethune opened the floor to receive nominations from City Council. Councilmember Daniel stated that she would like to add Bruce Campbell to the list of nominees. Mayor Bethune stated that there are four seats open on the board so you can only vote up to four. He stated that once you have finished casting your vote, please give your ballot to the City Attorney so he can tabulate the votes.

City Attorney stated that you can't vote more than four, because you are only voting for four seats on the board.

Mayor Bethune stated that while we are waiting for the City Attorney to tabulate the votes, I would like to recognize Mr. Michael Brown, Director of the Chatham Area Transit in our audience. Mr. Brown has invited City Council to attend a Chatham Area Transit meeting tomorrow night.

Councilmember Morris inquired do we customarily take nominations when volunteer board appointments come up. City Manager stated that we have a roster of board members with term limits. We start in October discussing this with Council. The former planning director reached to the four board members with terms expiring in January 2020 to see if they were interested in serving another term. The board members expressed their desire to stay on. When positions come up for appointment on volunteer boards you all generally know someone who wants to serve. We have positions on the City's Convention Visitors Bureau if you know of someone.

Councilmember Morris stated that this is my first time to hear about selecting someone to serve. City Manager said that is why we are bringing up the Convention Visitors Bureau appointments later. There is an urgency to move forward tonight on the Board of Appeals / Planning Commission appointments, because they have a meeting in February.

City Attorney stated that the votes for the nominees for appointment to the Board of Appeals / Planning Commission are as follows: Gary Monroe (5 votes), Nancy Cox (6 votes), Jimmy Crosby (7 votes), Charles Orrel (7 votes) and Bruce Campbell (3 votes). As such, the top vote getters were Gary Monroe, Nancy Cox, Jimmy Crosby and Charles Orrel. City Attorney stated that the ballots and tabulation sheet should be attached as part of the official minutes.

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

Mayor Bethune stated that the President of Council will fill in if both the Mayor and Mayor Pro-tem are unable to attend meetings.

Mayor Bethune asked for nominees from the Council. Councilmember Ruiz stated that she would like to nominate Councilmember Tice to serve as President of Council. Mayor Bethune asked if there were any other nominees. There being no further nominees, Councilmember Kicklighter made a motion to appoint Councilmember Tice to serve as President of Council. Motion was seconded by Councilmember Daniel and passed without opposition.

Adjournment: There being no further items to discuss, Mayor Bethune called for a motion to adjourn the meeting. Upon motion by Councilmember Tice, seconded by Councilmember Ruiz, City Council unanimously adjourned the at 6:56 p.m.

Attachment

Transcribed & submitted by: Clerk of Council

Accepted & approved by: City Council 2/3/20

City Council Vote 1/21/20 - BOA/ PC Member Appointments (Term January 2020 - January 2024)

| <u>City Council Member</u> | <u>BOA / PC Member Nominees</u> | | | | | <u>Write-in</u> | <u>Write-in</u> |
|----------------------------|---------------------------------|------------------|---------------------|----------------------|----------|-----------------|-----------------|
| | <u>Gary Monroe</u> | <u>Nancy Cox</u> | <u>Jimmy Crosby</u> | <u>Charles Orrel</u> | | <i>BC</i> | |
| Councilmember Daniel | | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Councilmember Kicklighter | ✓ | ✓ | ✓ | ✓ | ✓ | | |
| Councilmember Lassiter | ✓ | ✓ | ✓ | ✓ | ✓ | | |
| Councilmember Morris | ✓ | ✓ | ✓ | ✓ | ✓ | | |
| Councilmember Ruiz | | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Councilmember Tice | ✓ | | ✓ | ✓ | ✓ | ✓ | |
| Mayor Bethune | ✓ | ✓ | ✓ | ✓ | ✓ | | |
| Total | <i>5</i> | <i>6</i> | <i>7</i> | <i>7</i> | <i>3</i> | | |

City Council Vote 1/21/20 - BOA/PC Appointments (Term January 2020 - January 2024)

| <u>City Council Ballot</u> | BOA / PC Member Nominees | | | | | Write-in | Write-in |
|----------------------------|--------------------------|-----------|--------------|---------------|----------------|----------|----------|
| | Gary Monroe | Nancy Cox | Jimmy Crosby | Charles Orrel | Bruce Campbell | | |
| Councilmember Daniel | | X | X | X | X | | |

City Council Vote 1/21/20 - BOA/PC Member Appointments (Term January 2020 - January 2024)

| City Council Ballot | BOA / PC Member Nominees | | | | | Write-in | Write-in |
|---------------------------|--------------------------|-----------|--------------|---------------|--|----------|----------|
| | Gary Monroe | Nancy Cox | Jimmy Crosby | Charles Orrel | | | |
| Councilmember Kicklighter | ✓ | ✓ | ✓ | ✓ | | Brice | |

[Handwritten scribbles and signatures]

City Council Vote 1/21/20 - BOA/PC Member Appointments (Term January 2020 - January 2024)

| <u>City Council Ballot</u> | BOA / PC Member Nominees | | | | | |
|-----------------------------|--------------------------|------------------|---------------------|----------------------|----------|----------|
| | | | | | Write-in | Write-in |
| | Gary Monroe | Nancy Cox | Jimmy Crosby | Charles Orrel | | |
| Councilmember Lassiter, Jr. | ✓ | ✓ | ✓ | ✓ | | |

City Council Vote 1/21/20 - BOA/PC Member Appointments (Term January 2020 - January 2024)

| <u>City Council Ballot</u> | BOA / PC Member Nominees | | | | | |
|----------------------------|--------------------------|-----------|--------------|---------------|----------------|----------|
| | | | | | Write-in | Write-in |
| | Gary Monroe | Nancy Cox | Jimmy Crosby | Charles Orrel | Bruce Campbell | |
| Councilmember Morris | ✓ | ✓ | ✓ | ✓ | | |

City Council Vote 1/21/20 - BOA/PC Member Appointments (Term January 2020 - January 2024)

| <u>City Council Ballot</u> | BOA / PC Member Nominees | | | | | Write-in | Write-in |
|----------------------------|--------------------------|-----------|--------------|---------------|--|----------------|----------|
| | Gary Monroe | Nancy Cox | Jimmy Crosby | Charles Orrel | | | |
| Councilmember Ruiz | | X | X | X | | Bruce Campbell | |

City Council Vote 1/21/20 - BOA/PC Member Appointments (Term January 2020 - January 2024)

| <u>City Council Ballot</u> | BOA / PC Member Nominees | | | | | Write-in | Write-in |
|----------------------------|--------------------------|-----------|--------------|---------------|--|-----------------------|----------|
| | Gary Monroe | Nancy Cox | Jimmy Crosby | Charles Orrel | | <i>Bruce Campbell</i> | |
| Councilmember Tice | ✓ | | ✓ | ✓ | | ✓ | |

City Council Vote 1/21/20 - BOA/PC Member Appointments (Term January 2020 - January 2024)

| <u>City Council Ballot</u> | BOA / PC Member Nominees | | | | | |
|----------------------------|--------------------------|-----------|--------------|---------------|----------|----------|
| | | | | | Write-in | Write-in |
| | Gary Monroe | Nancy Cox | Jimmy Crosby | Charles Orrel | | |
| Mayor Bethune | X | X | X | X | | |

SYNOPSIS
City Council Workshop
Monday, January 13, 2020 – 5:30 p.m.

Call to Order: Mayor Bethune called the workshop to order at 5:30 p.m. and offered the opening prayer.

Attendees:

Members: Mayor Bethune presided. **Council Members:** Mayor Pro-tem Bessie Kicklighter, Councilmember Marcia Daniel, Councilmember Richard Lassiter, Jr., Councilmember Natalyn Bates Morris, Councilmember Debbie Ruiz and Councilmember Kim Tice.

Staff: Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Gilbert Ballard, Chief of Police; Scott Robider, City Marshal; and Ben Brengman, IT Director.

Mayor Bethune reminded City Council of the protocol for workshops. He stated that we all need to stick to the agenda so we can keep the workshop to about an hour.

City Government Overview: City Manager gave a general overview of the City Government information included in the workshop agenda packet.

City Manager stated that we included the contact information for elected officials and department heads. If you contact a department head and/or staff member listed, please keep me in the loop. Councilmember Morris asked if we send an email to staff then you would like us to copy you on the email. City Manager replied, yes.

CVB Funds Transfer Request: City Manager presented a request from the Convention Visitors Bureau to transfer funds from the Tourism Fund to cover the projected budget revenue shortfall of \$21,600 for the first three months of the CVB operating independently from the City. City Manager stated that they did not contemplate what they would really need to cover expenses to pay staff, advertising, rent, etc., during the first couple of months. Staff and I met with the new CVB staff member and reviewed their budget. They have their own accountant and are going to provide us budget to actual reports on a monthly basis for our review. We will revisit this after the first quarter. Ben and I are planning to attend the CVB's meeting on Wednesday.

Councilmember Daniel asked where is the CVB's office located? City Manager replied that they are leasing office space on Chatham Parkway in the building complex where the Sunrise Restaurant is located.

Councilmember Kicklighter stated that we want to see the expenditures. City Manager replied that they are going to submit a monthly breakdown of their expenses. City Attorney stated that the CVB does not operate like a chamber so their spending is narrowly focused on tourism.

City Council recommended that staff move forward with placing the item on the January 21st council meeting agenda for formal consideration.

Board / Committee / Court / Legal Appointments

Board of Appeals & Planning Commission Appointments: City Manager stated that there four members on the BOA/PC with terms expiring January 2020. All four have expressed interest in coming back on board and have been performing their duties as expected.

City Attorney stated that if you want someone to be nominated then you need to bring the name forward for consideration.

Mayor Bethune asked the Council members for nominations.

Councilmember Morris asked that given this is a volunteer committee, wouldn't you request resumes to be submitted for your review? Mayor Bethune replied that we would do if the nominee is a new person.

Councilmember Kicklighter stated that I would like to see Bruce Campbell added for consideration.

Councilmember Daniel stated that I would like to nominate Michael Brunner for considered.

Mayor Bethune inquired how do we handle this since we have more than four nominees? City Attorney replied that the four with the largest number of votes would get it. City Manager stated that Jim and I will come up with a voting system and get back with you at the pre-agenda session on January 21, 2020.

City Council recommended that staff move forward with placing the item on the January 21st council meeting agenda for formal consideration.

Municipal Court Officials: Chief Ballard stated that all of the municipal court officials before you for consideration have been working in our municipal court. City Attorney stated that I have the resolutions and agreements for each of the municipal court officials since they are already working in our municipal court. I'll update the resolutions and agreements and forward them to Rhonda for placement on the January 21st council agenda.

City Attorney Appointment: City Council recommended that staff move forward with placing the appointment on the January 21st council agenda for formal consideration.

President of Council Appointment: City Manager stated that the president of council appointment occurs every two years based on the City's Charters. Mayor Bethune stated that Councilmember Tice has been serving as president of council for the last two years and has done a good job. Councilmember Tice stated that she would be glad to serve another two year as president of council.

City Council recommended that staff move forward with placing the president of council appointment on the January 21st council agenda for formal consideration.

Mayor's Updates

Aging in Place Grant Award: Mayor Bethune stated that the Aging in Place Grant is geared toward fixing elderly person's houses. He stated that we are already haven talking about putting in for it again next year.

Habitat for Humanity Meeting: Mayor Bethune stated that we have an introduction meeting scheduled at 3:30 p.m. on Wednesday, January 15th for the new council members to meet with representatives from Habitat for Humanity. Representatives from Habitat will update our new council members on the various projects and activities taking place in our community. Mayor Bethune stated that it's getting harder for Habitat to get donors and they are wanting to partner again with the City on applying for a CHIP grant. City Attorney stated that we have finally started getting through all the heirs for the lien on the double lot at 6th and Davis.

Councilmember Kicklighter stated that I was not originally for getting involved with the program, but it has turned out to be a very good program that makes affordable housing available in our community.

City Manager's Updates

Future City Council Visioning Process: City Manager stated that at an upcoming workshop City staff will be asking you to list your three top priorities/ideas in specific service areas. Staff is in the process of putting together the visioning package and we will send it out once it is prepared. After we get everyone's top priorities then we will ask you to work together to narrow down to the top five or ten priorities as a group. Everything will be subject to funding availability.

Councilmember Lassiter asked if the process will be open to the public. City Manager replied that our workshops are open to the public, but there are rules as to the degree in which the general public can participate in workshops.

City Manager stated that we will include examples in the visioning package to assist you in developing your lists.

CAT Meeting Invitation: City Manager stated that you all are invited to attend the CAT meeting at 5:30 p.m. on January 22nd. He also stated that we could have residents come in and express their thoughts on CAT service during the informal public comment portion of the January 21st council meeting. Speakers are only allowed three minutes and there are rules of protocol outlined in each agenda. We have asked representatives from CAT to attend since there was misinformation given out about CAT service in Garden City.

City Manager stated that he sent a letter on 11/25/19 to Michael Brown, Director of CAT to address specific statements made by CAT at their 11/19/19 Board Meeting. He stated that we attended a meeting on 12/10/19 with CAT and the reality is that the CAT Board and its staff could not offer the City a clear description on the various options on how to CAT can expand service into Garden City. The City Manager specifically mentioned the issues that CAT has tried to address regarding expanded service on Highway 80 as well as Highway 21 near Groves HS.

Councilmember Tice stated that I recall something about residents not voting for it because they didn't want to be taxed for the service. City Manager stated that there has not been a formal referendum or vote on expanding CAT service. CAT has recently been involved in the assessing the availability of routes and frequency of stops based on a large-scale study.

City Manager stated that on 11/19/19 CAT representatives said Garden City didn't submit paperwork and that is not the case. We have been working on this for over five years and have asked for options multiple

times. As such, CAT expansion in Garden City has not been from a lack of effort on the City's part. We are still working on this and CAT has to be the one to lead the way.

Councilmember Daniel asked do you think it's time to go to the County Commission about CAT? City Attorney stated that the County would do the study and CAT has the ability to tax. City Manager stated that it would be an increase for Garden City property tax and there is no exemption for CAT tax.

Councilmember Morris stated that we need to look at as a Council to help improve poverty level in Garden City.

City Manager stated that CAT is going to have to lead the effort. We will need to know the CAT stops and routes to take to the community. There is a lot to discuss here and we may have to look at getting the County Commission to partner with us.

Savannah Chatham Day Additional Tickets: City Manager asked if Council needed additional tickets for the Savannah Chatham Day event. There were no requests from Council for additional tickets.

Code Enforcement: Councilmember Tice asked if Code Enforcement contacted Ms. DeLoach regarding her concerns. City Marshal replied that Code Enforcement had contacted Ms. DeLoach.

Councilmember Morris stated that the people living near the end of the cul-de-sac on Oglesby Avenue moved out and left items. City Marshal stated that it was an eviction and we have to work with the property owner through the process.

Councilmember Tice stated that Port Wentworth has their school zone radars up and running. Chief Ballard stated that our paperwork has been submitted to GDOT for permitting. Georgia Power has been out and we are still shooting for August when school starts.

Water Department Valve Replacement: City Manager stated that we have engaged one of our primary vendors (GOFORTH WILLIAMSON) for approximately \$15,500 to replace/rebuild the water valve on Rommel Avenue for the fire protection. EPD is looking at the City to get it fixed quickly so we are moving forward so we can to get this issue rectified.

City Manager stated that we are working with the staff of the new Popeye's on installing a small sewerage pumping manhole. Plantation Town Homes is continuing to put grease down the sewer lines and causing problems in the larger City sewer system. The situation caused by Plantation is of such a concern that the City is concerned Popeye's could have a problem as a result because they use the same sewer line along Highway 21. The cost to install a pumping manhole and discharge line is going to be in excess of \$25,000. The City is the only one that can get a permit to put the pump station in the GDOT right of way so the City is proceeding ahead because Popeye's is about to open for business. The City staff will also continue to work with Plantation on their recurring sewer problems.

Councilmember Daniel asked if we can revisit the noise ordinance for daytime hours. City Attorney stated that we recently amended the noise ordinance. Councilmember Daniel stated that some of the events that the Progressive Center rents out for are very loud. They play loud music with profanity and I think we need to look at it again. Councilmember Lassiter stated that the noise ordinance needs to be looked

in my district too. The Mexican club on Highway 80 plays music up to 3:00 or 4:00 o'clock in the morning. City Attorney stated that he will take a look at the ordinance and the Police Chief will be involved as well.

There being no further items to discuss, the City Council unanimously adjourned the workshop at 6:51 p.m.

Transcribed & submitted by: Clerk of Council
Accepted & approved by: City Council 2/3/20

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: February 3, 2020

SUBJECT: Human Resources Department Report for January 2020

Report in Brief

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

Prepared by: Pam Franklin

Title: Human Resources Director

Reviewed by: _____

Title _____

City Manager

Attachment(s)

Human Resources Department / Month End Report

Recruitment/Positions filled

The City has immediate openings to fill in Public Works for Public Works Tech and a Water Repair Tech. The Police Department has an opening for a either a Code Enforcement Officer Certified or Non-Certified. The City has continuous recruitment for Police Officer and/or Police Officer Recruit and Part-time Firefighters.

New Hires

There are no new hires to report for January.

Employment Terminations

One employee separated from employment during January.

City Employment

The City ends the month of January with 100 full time employees.

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

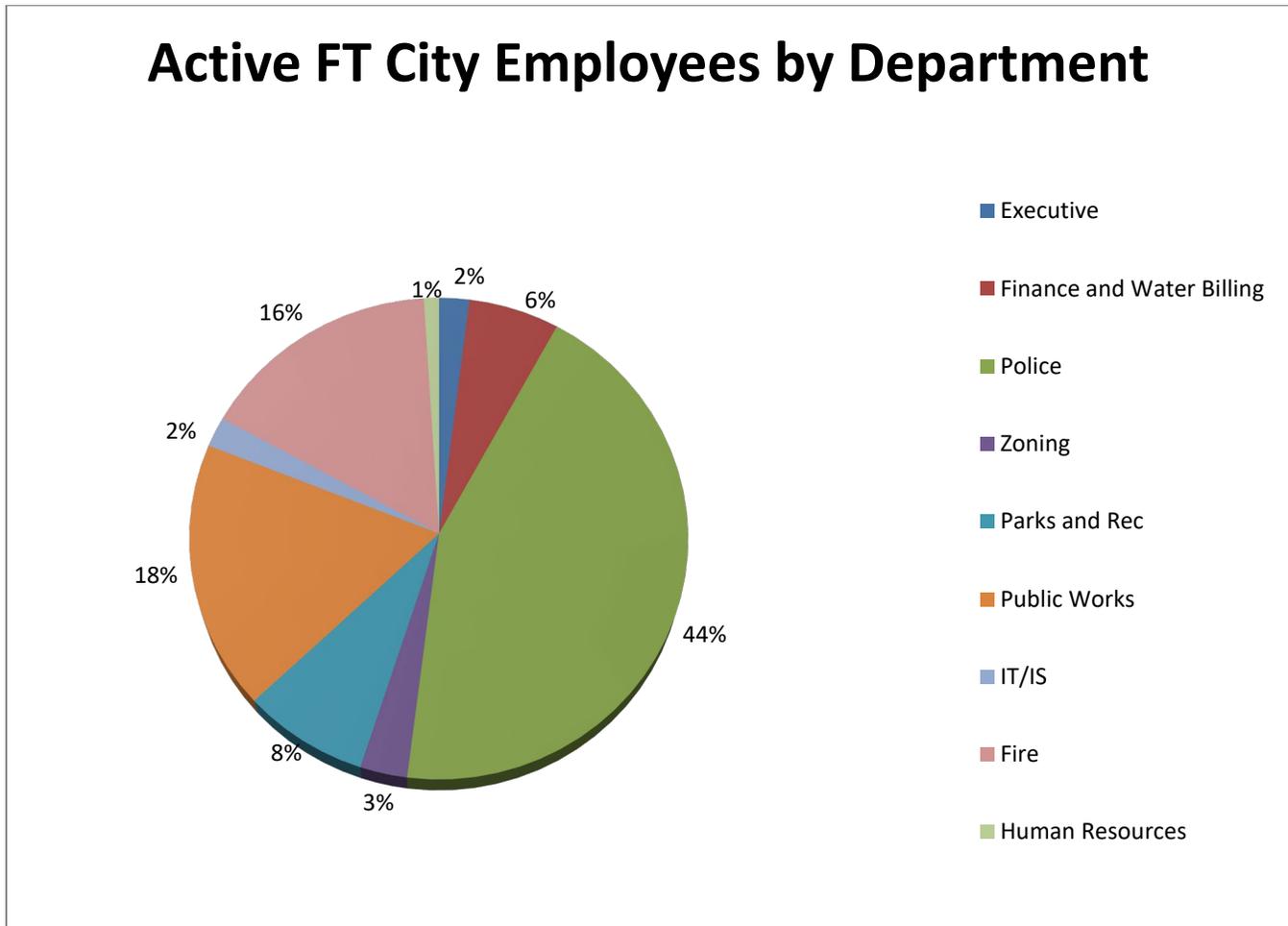


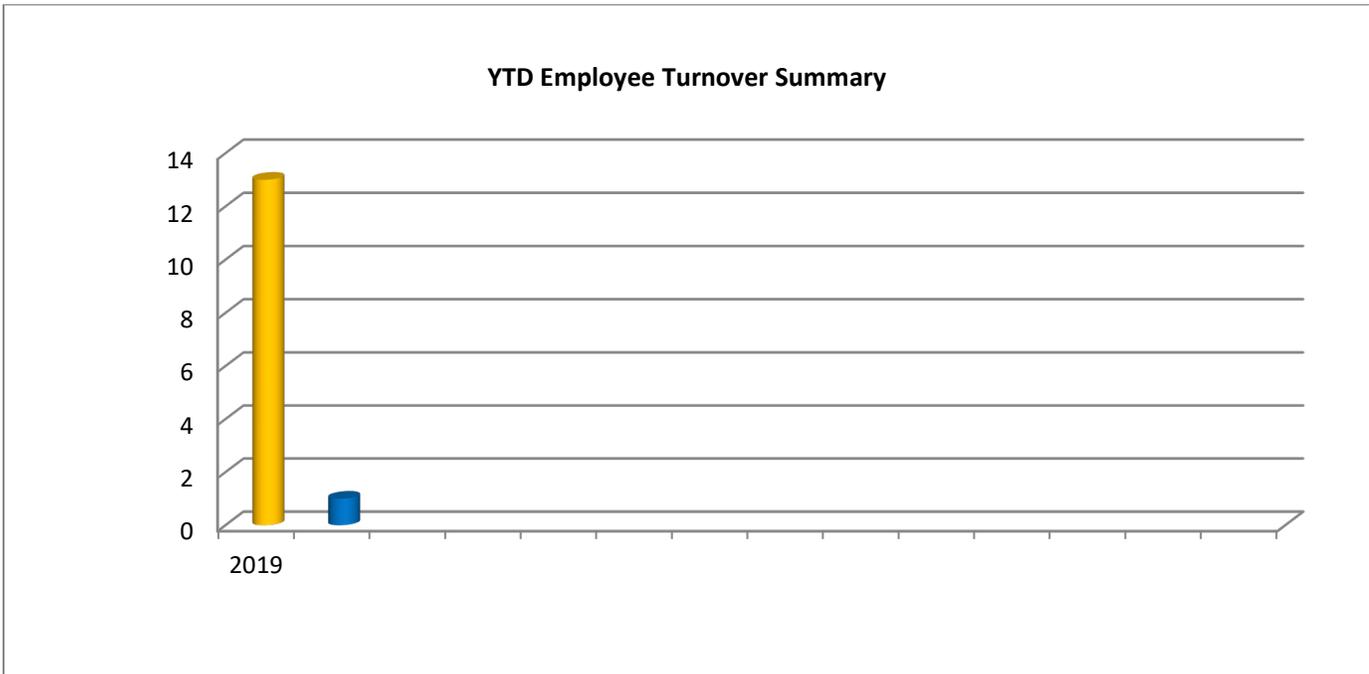
FIGURE 1 NOTE: 2020 TOTAL COUNCIL APPROVED/BUDGETED POSITIONS IS 114

EMPLOYEE TURNOVER DATA

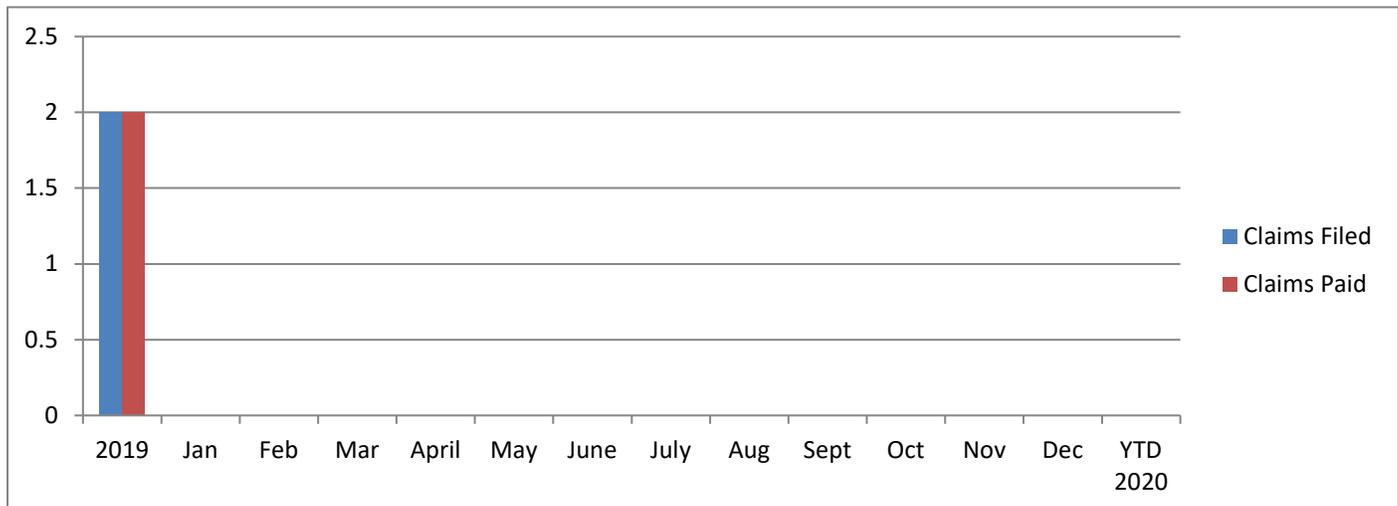
The City's turnover rate per month

➤ January 1%

The graph below illustrates turnover in full time positions for current year 2019 compared to turnover occurring in the previous year.

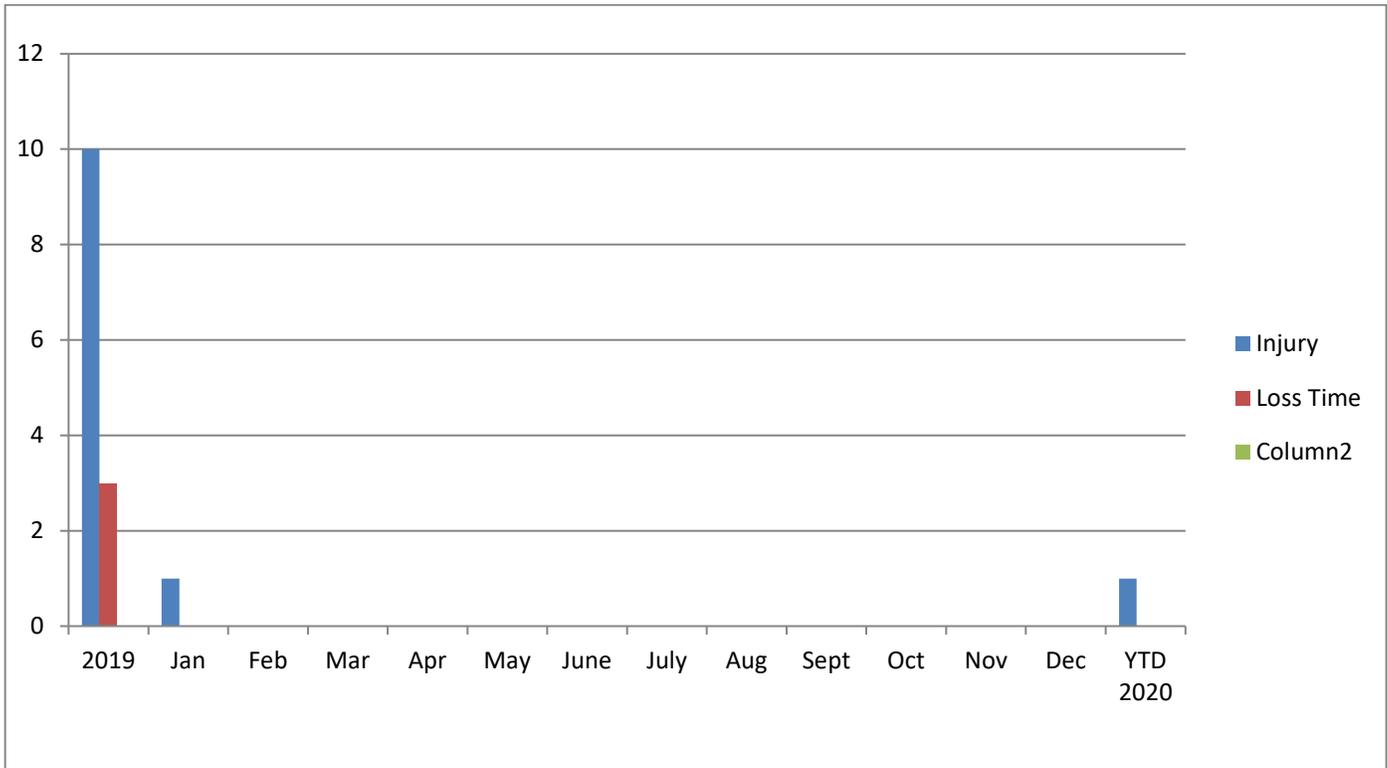


Unemployment Claims: No unemployment claims received to date in 2020.



Workers Compensation

There was one workplace accident during January.



UPCOMING EVENT IN FEBRUARY:

Annual Employee Service Awards 😊

February 11, 2020

City Courtroom

11:45 am with reception following

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 2/3/2020
SUBJECT: *Technology Department Report for the Month of January 2020*

Report in Brief

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

Prepared by: Benjamin Brengman
Title Director of Information Technology

Reviewed by: _____
Title _____

Ron Feldner, City Manager

Attachment(s)

Technology Report

- Purchased 10 and deployed 2 new laptops through a Police Chiefs Association \$20,000 grant
- Purchased and deployed 1 desktop computer
- Purchased 2 iPads for the new City Council Members.
- Upgraded five computers to Windows 10.
- Upgraded the audio and video in the Council Chamber/Courtroom.

Social Media

- Currently we have 1183 followers on Facebook and 493 followers on twitter.

Building Maintenance

- Performed quarterly maintenance on the HVAC
- Upgraded/Repaired security cameras

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
Parks & Recreation

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: January 30th 2020

SUBJECT: *Parks & Recreation 2020 January Report*

Report in Brief

The Parks & Recreation Monthly Status Report includes a summary of the monthly activities and projects of all divisions within the Department. This report also provides information regarding key items of interest and/or activities throughout the month. Garden City Parks and Recreation Department January report. Our staff continues to enjoy opportunities to provide quality programming and facilities to our residents. We encourage all residents to engage themselves in a program of choice and begin reaping the emotions and physical rewards associated with teamwork, interaction and physical and mental activity.

The operations detail contained in this report is for the Month of January 2020 and all related information is current as of January 29, 2020.

Prepared by: Cliff Ducey
Title Parks & Recreation Director

Reviewed by: _____
Title _____

Ron Feldner, City Manager

Attachment(s)

**Parks & Recreation Department
Status Report
Summary - January 2020**

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

Adult Programs

Senior Center

For the month of January, attendance has been up with new faces coming into center.

In January an average of 40 Senior Citizens attended/participated in adult programs at the Senior Center. Total number of lunch meals served 620 and 109 breakfast. ***Activities included: Devotion time, bingo, trivia, puzzles, dominoes, bridge, cards, pool and line dancing and muscle strengthening exercise.***

➤ ***Monthly Programs Offered***

Super Bowl Party Friday February 3rd, seniors enjoyed games, trivia, and most importantly all of the famous "game food".

- 2/4 @ 11:30am Program on "Taking care of your Heart"
- 2/11 @ 11:00am Brother Darren Russell will perform a program on grief named "Am I doing something Wrong"?
- 2/13 @ 5:00pm We will be celebrating Valentine's Day with a Thursday Night Supper . Cost is \$5.00 Supper , games and prizes!
- Bingo will continue to be on Tuesday's and Thursday's but we will be adding a Scrabble Tournament twice a month on Friday's at 11:00am!
- Movie Day is on the 6th and we will be viewing "Just Mercy".
- Game Night will be on the 20th!
- Hilton Head lunch and shopping on 21st.
- Out to Eat at Cracker Barrel in Pooler on the 25th.
- Exercise Room, Pool Table, Library, Afternoon Card Games, and Group Exercise are offered everyday!

Come join the fun!!

Youth Programs

Cooper Center

During the month of January, 15 per day Youths attended/participated in youth programs/after school. **Activities included: Ping-Pong, indoor board games and playground.**

➤ **Monthly Programs Offered**

- Computer help
- Home Work help
- Ping Pong, Air hockey, Board games
- Outdoor fenced in playground and basketball court.

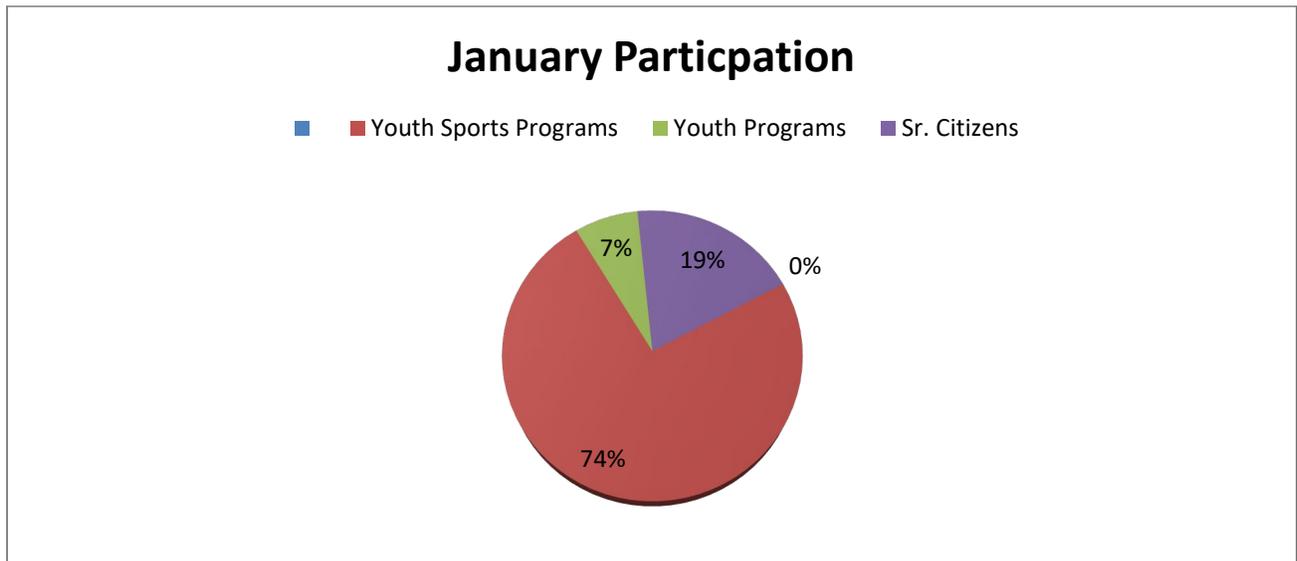
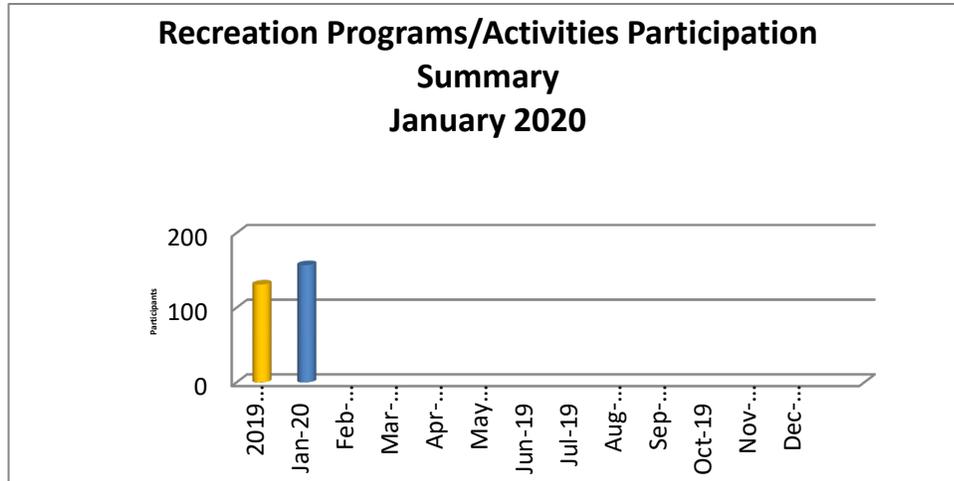
New windows were installed January 30th

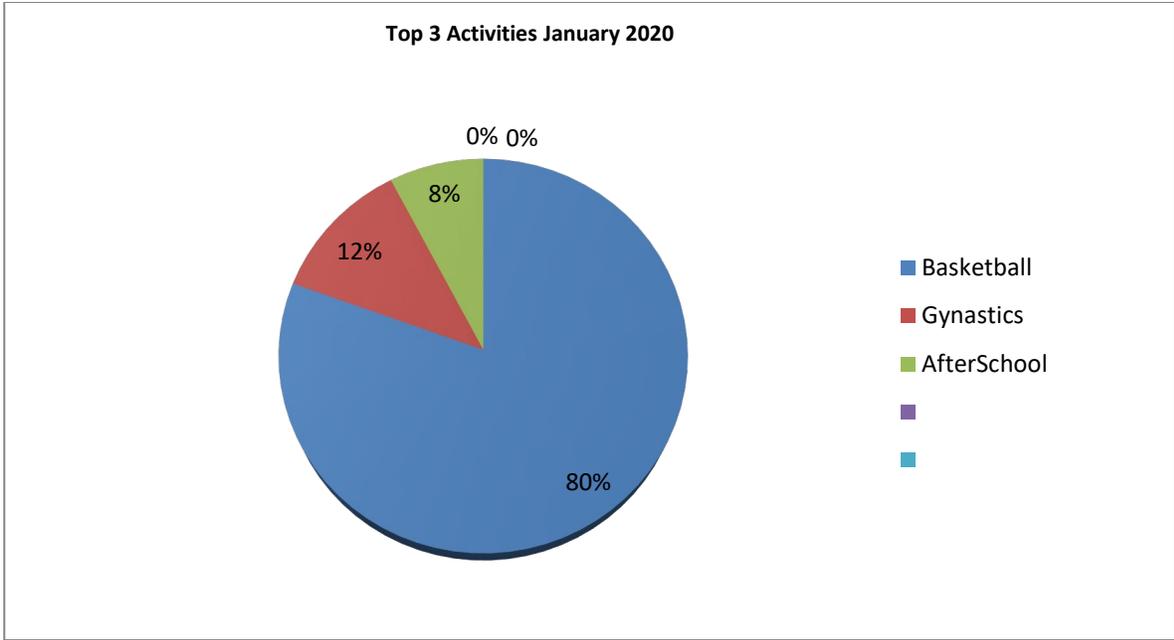
Sports Programs/Activities

During the month of January, 159 Youths participated in Garden City's Youth Sport Programs.

- Basketball season underway (we have 15 teams).
- Basketball -136
- Gymnastics - 23
- **Upcoming Sports Programs/Events**
- **Garden City will host the 2020 Georgia Recreation & Parks Association Class A District 2 Basketball Playoffs for 8 & Under Boys February 25th, 27th & 28th at the Garden City Gym.**
- **Sign-ups**
 - Baseball registration underway (ages 6- 14).
 - Softball registration underway (ages 6-12).
 - T-Ball registration underway (ages 3-5).Sign-up taken at Garden City Gym Monday –Friday 8:30am – 5pm

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





▣ Parks Maintenance/Improvement Projects

Project Name: Bazemore Park Baseball Season Prep. Over seed infields and reshape infield base cut-outs.

Start Date: January 13th 2020

Status: in process

Project is underway by Parks and Recreation Staff.

A RESOLUTION AUTHORIZING GARDEN CITY, GEORGIA TO EXECUTE THAT CERTAIN STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT WITH THE GEORGIA EMERGENCY MANAGEMENT AGENCY/HOMELAND SECURITY AND ANY COUNTY OR OTHER MUNICIPALITY WITHIN THE STATE OF GEORGIA ALSO EXECUTING SAME, TO ENSURE THE TIMELY PROVISION OF MUTUAL AID IN TIMES OF EMERGENCIES AND TO FURTHER INSURE THE REIMBURSEMENT OF COSTS INCURRED BY PARTICIPATING PARTIES WHO RENDER ASSISTANCE.

WHEREAS, disastrous incidents occur necessitating immediate response to insure the safety of person and property; and,

WHEREAS, many disastrous incidents present major public safety conditions which are likely to cause consequences necessitating a response beyond the capabilities of the personnel, equipment, facilities and other resources of Garden City; and,

WHEREAS, other political subdivisions of the State of Georgia are likewise likely to be confronted with similar disastrous incidents and the need for immediate emergency assistance if the effects of such incidents necessitate responses beyond the capabilities of the personnel, equipment, facilities and other resources of those jurisdictions; and,

WHEREAS, by combining the resources of Garden City with the resources of the other political subdivisions of the State of Georgia, and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS) during disastrous incidents, the life and property of all citizens may be better protected; and,

WHEREAS, GEMA/HS has drafted and proposed for execution by the City that certain Statewide Mutual Aid and Assistance Agreement (the "Agreement") providing the framework to support mutual assistance in managing any emergency or disaster occurring within any political subdivision that is a signatory thereof, a copy of the Agreement being attached hereto as Exhibit "A;" and,

WHEREAS, to protect and assure uninterrupted delivery of emergency assistance thereunder, the Agreement requires each party thereto to (a) identify those persons (in addition to the Mayor), who are authorized to act on behalf of the party concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another participating party or from or through the State of Georgia, and (b) identify the fiscal officers of the party to whom invoices should be sent by other parties for reimbursement of certain costs and expenses incurred in rendering emergency assistance to such party; and,

WHEREAS, the City is desirous of entering into and complying with the terms of the Agreement to maximize the protection of the life and property of its residents when disastrous incidents occur and immediate emergency assistance beyond the City's capabilities is needed; and,

WHEREAS, the Agreement is legally authorized and governed by the provisions set forth in Articles I through III, Chapter 3, Title 38, of the Official Code of Georgia Annotated.

NOW THEREFORE, BE IT RESOLVED, as follows:

Section 1: Garden City shall enter into, and be bound by, the Agreement by authorizing the Mayor to execute same.

Section 2: The City shall designate in the Agreement its Chief of Police (currently Gilbert C. Ballard), its Fire Chief (currently Corbin Medeiros), and the Director of the Chatham Emergency Management Agency (CEMA) (currently Dennis Jones) as the persons, in addition to the Mayor, authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on its behalf pursuant to the terms of the Agreement.

Section 3: The City shall also designate in the Agreement its City Manager (currently Ron Feldner) and its Finance Director (currently Rhonda Ferrell-Bowles) as the City's fiscal officers who shall be authorized to handle, on behalf of the City, reimbursement sought for mutual aid provided pursuant to the terms of the Agreement.

Adopted by the Mayor and Council of Garden City, Georgia, on this 3rd day of February, 2020.

Rhonda Ferrell-Bowles
Clerk of Council

Received and approved this 3rd day of February, 2020.

Don Bethune, Mayor

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: GARDEN CITY

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Don Bethune, Mayor
Chief Executive Officer – Print Name

County/Municipality: CITY OF GARDEN CITY

Date: 2 / 03 / 2020

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: _____/_____/_____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for THE CITY OF GARDEN CITY, and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above named county/municipality:

DENNIS JONES

CEMA DIRECTOR

Print Name

Job Title/Position

Signature of Above Individual

Gilbert C. Ballard

Garden City Chief of Police

Print Name

Job Title/Position

Signature of Above Individual

Corbin Medeiros

Garden City Fire Chief

Print Name

Job Title/Position

Signature of Above Individual

Date: 2 / 03 / 2020

Chief Executive Officer - Signature

Don Bethune, Mayor

Chief Executive Officer – Print Name

Page 7 of 8

RESOLUTION

A RESOLUTION AUTHORIZING GARDEN CITY, GEORGIA, THROUGH THE CITY'S FIRE DEPARTMENT, TO ENTER A MEMORANDUM OF UNDERSTANDING WITH CHATHAM COUNTY, GEORGIA, FOR THE PROVISION OF 911/EMERGENCY DISPATCHING SERVICES.

WHEREAS, under State laws governing 911/Emergency Communications, Chatham County, Georgia, is responsible for implementing a 911 emergency dispatch and communications service (the "911 Services") on a countywide basis, in Chatham County, with the exception of Tybee Island, in return for receiving from each municipality and the unincorporated area the 911 fees which are charged and collected on each telephone line (the "911 Fees"); and,

WHEREAS, the City recognizes that it is in the best interest of its citizens and the furtherance of the health, safety and welfare of its citizens to have Chatham County, Georgia, implement a unified emergency dispatch and communications system; and,

WHEREAS, Garden City, Georgia, desires to enter into a Memorandum of Understanding with the County specific to providing 911 Services to locations within its corporate limits; and,

WHEREAS, the terms and provisions of such understanding between the County and the City include, but are not limited to (a) the term of such arrangement being for three (3) years, but being terminable by either party at any time with at least ninety (90) days advance notice; (2) any costs and expenses incurred by the County as a result of providing 911 Services in excess of the 911 revenues received by the County from telephone or 911 service providers being borne solely by the County with no contribution in the form of reimbursement or compensation being paid by the City; and (3) any 911 revenues received by the County from telephone or 911 service providers in excess of the cost and expense incurred by the County for implementing the 911 Services being deposited into a restricted reserve fund to be maintained by the County and spent solely for purposes relating to the provision of such Services;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, acting in its capacity as the governing authority of Garden City, Georgia, as follows:

- (1) Garden City, Georgia, through its Fire Department, shall enter into that certain Memorandum of Understanding, and Addendum thereto, between Chatham County, Georgia, and Garden City, Georgia, having an effective date of January 1, 2020, attached hereto as Exhibit "A" (the "MOU") outlining the terms and conditions pursuant to which the County shall provide 911 Services to Garden City, Georgia, in return for receiving the 911 Fees as its sole consideration from the City for providing such Services, said MOU to be executed by the City Manager.

- (2) This Resolution shall take effect immediately upon its adoption.

ADOPTED, this 3rd day February, 2020.

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this 3rd day of February, 2020.

DON BETHUNE, Mayor

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING

**CHATHAM 911 COMMUNICATIONS SERVICES AND THE GARDEN CITY FIRE DEPARTMENT
AGREEMENT FOR RADIO DISPATCHING ACTIVITIES**

This agreement is made and entered into and will be effective on the 1st day of January, 2020, between the Chatham 911 Communications Services and the Garden City Fire Department, hereinafter referred to as the "GCFD". Chatham 911 Communications Services provides an E-911 Public Safety Answering Point (PSAP) and provides 911 dispatching services to the GCFD in return for 911 funds collected throughout Chatham County.

Chatham 911 Communications Services shall maintain records of dispatched calls to the GCFD to include the time the call was received, the time the call was dispatched, the location of the call, the nature of the call, the units dispatched to the call as well as the status of the units once the call has been completed.

Any matters of law relating to the operation of the PSAP will be referred to the Chatham County attorneys for resolution.

All employees in the Chatham 911 Communications Services PSAP are employees of Chatham 911 Communications Services and under the control of the Chatham 911 Communications Services Authority. The Communications Supervisors, under the direction and management of the Communications Director, will enforce all policies and procedures pursuant to the operation of the PSAP, and Chatham 911 Communications Services Office of Professional Standards will investigate any breach of these policies and procedures. Chatham 911 Communications Services has total control to hire, fire, and discipline employees who provide services in the Chatham 911 Communications Services E-911 Center.

All equipment, to include radio frequencies, transmitters, Computer Aided Dispatch (CAD) Systems (CAD) System, and computer equipment is the property of Chatham 911 Communications Services and will be maintained by Chatham 911 Communications Services.

An annual review of the Agreement will be conducted by the CEOs of Chatham 911 Communications Services and the GCFD. This agreement may be amended by the mutual agreement of the parties hereto. Such amendment shall be in writing to be attached to and incorporated into this agreement.

This agreement supersedes all other Memorandums of Understanding regarding radio dispatching between Chatham 911 Communications Services and the GCFD issued prior to January 1, 2020.

9-1-1 Authority
Chatham 911 Communications Services

/Ron Feldner, City Mgr.
Garden City, Georgia, through its
Garden City Fire Department

ADDENDUM

THIS ADDENDUM is made this ____ day of February, 2020, and is added to and amends that certain Memorandum of Understanding by and between the Chatham County (hereinafter referred to as the “County”) and Garden City, through the Garden City Fire Department (hereinafter referred to as the “GCFD”), which Memorandum of Understanding (the “MOU”) is dated as of January 1, 2020 (the “Effective Date”), to evidence agreement upon the basic terms for providing 911 radio dispatching activities. Said Memorandum of Understanding is amended as follows:

1. **Financial Responsibility for Providing 911 Dispatching Services.** Any costs and expenses incurred by the County as a result of providing 911 dispatching services in excess of the 911 revenues received by the County from telephone or 911 service providers shall be borne solely by Chatham County, with no contribution in the form of reimbursement or compensation being paid by the GCFD or the City of Garden City. In the event that such costs and expenses are less than the 911 revenues received by the County from telephone or 911 service providers, the excess monies shall be deposited into a restricted reserve fund to be maintained by the County and spent solely for purposes relating to the provision of 911 dispatching services pursuant hereto.
2. **Term.** The term of this MOU shall begin as of the Effective Date and shall continue for three (3) years therefrom (the “Termination Date”).
3. **Termination.** Either party may terminate this MOU at any time provided that a termination notice be provided at least ninety (90) days in advance of the effective date of such termination so as to provide time for any adjustments in response procedures that may be necessary.
4. **Liability.** To the extent authorized by law, the County shall be responsible for any and all claims, damages, liabilities, and court awards, including costs, expenses and attorneys’ fees, incurred as a result of any action or omission of County or any of its officials, officers, employees, and agents in connection with the subject matter of this MOU. Both parties hereby waive all claims and causes of action against the other as well as their respective officials, officers, employees, and agents, for any damages, personal injury or death which may result or occur as a consequence, direct or indirect, of the performance of this MOU. Nothing, however, in this MOU shall be construed as a waiver of any and all notice requirements, defenses, immunities, and limitations which the County may have under Georgia law, or to any other defenses, immunities, or limitations or liability available to the County against third parties by law.
5. **Amendment.** This MOU may be amended, modified, or changed, in whole or in part, only by written agreement executed by the parties in the same manner as this MOU.

6. **No Third Party-Beneficiary.** This MOU shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action under this MOU for any cause whatsoever.

7. **Entire Agreement.** This MOU terminates and supersedes all prior agreements between the parties hereto pertaining to the subject matter herein, whether orally or in writing, and constitutes the entire agreement between the parties hereto subject only to modification by a subsequent writing of equal formality with this instrument executed by the parties hereto and making reference to the same. This MOU, however, is not deemed to supersede or impair contemporaneous or subsequent written agreements between the parties hereto referenced or contemplated herein or attendant hereto.

8. **Separability.** If any provision of this MOU is contrary to any existing or future statute or judicial decision of any court, neither the validity nor the effectiveness of any of the other terms or provisions of this MOU shall be effected thereby.

9. **Authority.** Both parties covenant and warrant that each has the legal authority to enter into this MOU.

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

GARDEN CITY FIRE DEPARTMENT, A
DIVISION OF GARDEN CITY, GEORGIA

BY: _____
Ron Feldner, City Manager

CHATHAM COUNTY, GEORGIA

BY: _____
Albert J. Scott, Chairman
Board of Commissioners

Approved as to legal form:

R. Jonathan Hart
County Attorney