



120 North Essa Street, Lake Park, Georgia 31636
City Hall 229-559-7470
Fax 229-559-7499

Regular Meeting
Tuesday February 2, 2016
7:30 PM

Agenda

Minutes /Financials

Citizen's Concerns

Appointments

Ethics Commission

Board of Zoning Appeals (3)

Ordinance 111

Beginning State Mutual Aid

Resolution to accept four year terms

Cemetery Issues – Dead end sign

Tom's Pond Maintenance

Department Reports

Citizen's Concerns

Admin/Executive Reports



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Minutes

Mayor called the meeting to order at 7:30 AM and led the Pledge of Allegiance followed by the invocation.

Mayor Schindler asked Council to review the minutes from January 5, 2016 Public Hearing, January 5, 2016 Regular Meeting, and January 12, 2016 Emergency Call Meeting. Member Carter made a motion to accept the minutes as presented, Member Rutland second, all in favor motion passed.

Mayor asked Council to review the January 2016 Financials. After review Member Carter made a motion to accept the financials as presented, Member Rutland second, all in favor motion passed.

Citizen's Concerns

Barry Plotnick, 411 Jackson Circle, complained and disapproved the Golf Cart Ordinance

Velma Baxley, 2297 W Marion Ave, asked about property condemnation

Mayor called on suggestions from Council to appoint to Ethics Commission. He explained that Council gets to choose one to represent them as a whole, then another person is also appointed to serve as joint Mayor/City Council representative, and the Mayor chooses a representative. At this time Mayor Schindler appointed his representative, Alene Bowser Kinsey. At this time, Council had no appointments, Member Sandlin made a motion to table until March 1 Regular Meeting and Member Sauls second, all in favor motion passed.

Mayor called on Council for appointments to the following positions; City Clerk, Police Chief/City Marshall, and Municipal Judge. Member Rutland made a motion to reappoint Tabatha Fowler as City Clerk, Member Carter second all in favor motion passed. Member Rutland made a motion to reappoint Chief Breletic as Police Chief/City Marshall and Member Carter second. Members Sandlin and Sauls questioned the duties and role of City Marshall. After discussion, question called Members Rutland and Carter for, Member Sandlin and Sauls oppose. With a split decision, Mayor Schindler voted in favor of motion to reappoint Chief Breletic, motion passed. Member Rutland made a

motion to reappoint Judge Carlos Rodgers as Municipal Court Judge, Member Carter second, all in favor motion passed.

Mayor noted he was not satisfied with the appointment process and asked Council to consider amending the City Charter. Mayor stated he would like these positions to be considered a regular employee position, as Georgia is a "Right to Work" state. Mayor asked City Attorney Rob Plumb to give Council legal advice on process to do changes. Attorney Plumb explained that the Charter reads that only the Police Chief position is appointed for a designated time span, the other positions were not specified and therefore did not have to be reappointed annually. Member Rutland made a motion to have Attorney Plumb to draw up a Charter Amendment to change Police Chief appointment to be "at will" like the other positions. Member Carter second the motion, all in favor motion passed. Mayor noted that there will be 2 readings and public hearings prior to the vote to finalize the Charter amendment.

Mayor called on agenda item of Board of Zoning Appeals. Currently there are three seats up for renewal, Danny Beasely, Brenda Huseman, and Robert Wetherington. All three have agreed to continue their voluntary seats on the Board of Zoning Appeals Committee, with terms expiring 2020.

Mayor asked Council for consideration of the Ordinance 111 a motorized carts ordinance for inclusion to the City of Lake Park, Georgia. The previous Ordinance 111 proposal was reviewed by Mayor and Council during a work session on January 12, 2016. During which Council decided to amend the Ordinance 111 to mirror Georgia State requirements. Member Rutland made a motion to table to March and submit a request to the state to amend the state requirements. After some discussion Member Rutland retracted his previous motion. Member Rutland then made a motion to have Attorney Plumb draw up a proposal to the State of Georgia requesting that the speed limit requirements on golf cart approved streets be reduced to 25mph for cities in Georgia with a population of 2,000 or less, Member Sauls second, all in favor motion passed.

Mayor advised that State Mutual Aid agreement would be up for renewal on March 1, 2016. Member Rutland made a motion to renew the agreement, Member Sandlin second. Member Sauls questioned about city procedures in the event of an emergency. Council decided to have a work shop to discuss those procedures on February 25, 2016 at 6:00 PM. When question called Members Rutland and Sandlin for, all in favor motion passed.

Mayor explained the Resolution to accept four year terms. Member Rutland made a motion to accept and sign the attached Resolution, to run (attached ad) on February 7, 2016 in the Valdosta Daily Times newspaper, member Carter second, all in favor motion passed.

Mayor stated that the Cemetery Committee met on Monday February 1, 2016 at the Lake Park Cemetery. (see attached minutes) Member Rutland made a motion to accept the recommendations for repairs and supplies by the committee. Jeff Patterson, Maintenance Supervisor, asked for Council to also consider a dead end sign to be posted past the ball field entrance. Member Rutland amended his original motion to include the dead end sign as well, Member Sandlin second, all in favor motion passed.

Mayor advised Council of a recommendation from Herb Wyatt about Tom's Pond maintenance. Wyatt recommended the city to purchase 40 grass eating carp to help balance the pond and keep the weed growth from taking over the pond. Member Rutland made a motion to buy the 40 fish at \$10 each paid for from the General Fund, Member Carter second all in favor motion passed.

Department Reports

Jeff Patterson, Maintenance Supervisor, gave his report that included updates on the bucket truck, maintenance truck, water department, beaver dam issues, and completed work.

David Brown, Fire Chief, gave his report that included the notice of the ISO rate dropping to a 5 effective February 1, 2016, the need of a dry hydrant on Tom's Pond Rd., and an explanation of his January expenses. (see attached)

James Breletic, Police Chief, gave his report. (see attached)

Citizen's Concerns

Barry Plotnick, 411 Jackson Circle, unsatisfied with golf cart ordinance.

Laura Minchew, 5840 Riviera Prado, commented on efficiency of the grass eating carp, she stated that they have made a positive impact on Long Pond and are helpful in containing the grass and weeds around the pond.

Michael Hickman, 400 Collins Ave, commented on golf cart ordinance.

Mayor gave the Admin/Executive Reports during which he noted that there would be a planning meeting held at City Hall on Tuesday February 9, 2016 with himself, Mike Jacobs from the SGRC, Larry Hanson City Manager of Valdosta, and Lovell Engineering Associates to discuss the resubmittal of the CDBG grant.

Mayor also congratulated Ann Peterson for being recognized as the "Anchor to our Community" recently at the Lake Park Area Chamber of Commerce.

Being no further business, Member Rutland made a motion to adjourn, Member Carter second, all in favor, motion passed. Meeting adjourned at 9:18 PM.

Read & approved Jacatha Raulh Date 3-2-16

RESOLUTION

WHEREAS the City Council of the City of Lake Park seeks to amend its municipal charter in three provisions concerning to establish four year terms of office for the mayor and members of city council and to repeal certain sections of the charter inconsistent with that amendment; and

WHEREAS the Official Code of Georgia, Annotated states in Section 36-35-6(a)(1) that any “action affecting the composition and form the municipal governing authority, the procedure for elections or appointment of the members thereof, and the continuance in office and limitation thereon for such members” requires an act of the General Assembly; and,

WHEREAS the desired amendments to the municipal charter to establish four year terms of office are reflected in the draft bill attached hereto and incorporated herein by reference;

NOW THEREFORE BE IT RESOLVED by the governing authority of the City of Lake Park, Georgia, that the attached bill amending the municipal charter be submitted to the state legislative delegation for immediate consideration in the next General Assembly session.

RESOLVED this 2 day of February, 2016.


Eric Schindler, Mayor


Tabatha Fowler, City Clerk

ATTEST



February City of Lake Park Fire Department Report

3 Calls for January

Bay Door Motor Repair (850.00) was taken out of 2016 budget was approved for 2015 budget

Thermal Imager Repair and Upgrade (3600.00 repair same thing taken out 2016 instead of 2015 budget)

Working on grants (GMA, Terry Farrell fund)

Expenses for January where higher due to approved items in December where billed and paid for in January

Department heads need a heads up that the prior year will be closed out and all bills & invoices need to be sent in before the books are closed on the previous year

Departments that have money left over should be able to carry that surplus over to the New Year (Budget).

City Clerk (Tabatha) should be the one to deal with department heads only in effort to streamline everything (We deal with one person and get answers from one person)

February 1, 2016

5:00 pm

Lake Park Cemetery Committee

This meeting of the Lake Park Cemetery Committee was called to order at 5:10 pm by Chairman Tyson McLane. Those in attendance, members Kathy Fletcher, and Ann Peterson. Member absent, Melissa Asbell. Also present representing the City of Lake Park, Mayor Schindler, Chief of Police, City Clerk, and Maintenance personnel, along with representative Rachel Strom of the Southern Georgia Regional Development office.

Police Chief gave his presentation to Committee about placing a post in the middle of the street just before gate to prevent any large vehicle from entering without its removal. He also suggested to committee that cameras needed to be placed in cemetery.

Chairman McLane questioned committee members if they had any suggestions concerning issues at the cemetery, they discussed replacing existing street signs, making sure sign poles were straight, lighting up the flag that is flown 24/7, rear and side fencing. Members agreed the following recommendations be presented to Lake Park City Council for consideration:

So. Ga. Vault restore cemetery marker stone, solar light be installed on flag, street signs (where needed) and poles be replaced, pole be erected in street to block large vehicles, and front fence be repaired immediately. Also recommended a sign be erected stating that no grave site is to be opened without City Hall approval, all members in agreement. In addition City will be responsible for trimming limbs and over grown bushes and is asking City Council to consider amending the current Cemetery Ordinance to prohibit anyone from any further planting of flowers, bushes or trees.

Also discussed with Rachel Strom the possibility of having the Lake Park Memorial Cemetery electronically marked (GPS), she will get back with committee with different proposals. Chairman McLane will then call another meeting of the committee to discuss and recommend any action to the Lake Park City Council.

There being no further business of this meeting, meeting was adjourned at 5:45 pm.

Ann Peterson

Acting Secretary of Cemetery Committee

Clerk

Georgia Emergency Management Agency-Homeland
Security Statewide Mutual Aid and Assistance Agreement

Expires March 1,2016

GEORGIA EMERGENCY MANAGEMENT AGENCY-HOMELAND SECURITY STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

The State of Georgia is vulnerable to a wide range of natural or man-made disaster/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, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance. Under the Act the Agency has authority to coordinate assistance between local governments during emergencies and to provide available resources where needed.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated, including O.C.G.A. § 38-3-29, specifically.

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 Agency-Homeland Security (GEMA-Homeland Security). For purposes of this agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, sometimes called 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 Participating Party that provides assistance pursuant to this agreement during a disaster or emergency.
- (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 assistance or an employee of GEMA-Homeland Security designated by its Director under the terms of this agreement.
- (5) "Participating Parties" means the several counties and municipalities of the State of Georgia or combinations thereof that have become parties to this agreement by their approval and execution of this agreement.
- (6) "Requesting Party" means a Participating Party that requests assistance pursuant to this agreement during a disaster or emergency.

Any term or expression not defined in this agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended 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 provide for mutual assistance between the Participating Parties in managing any emergency or disaster that is duly declared by the governing authority of any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity.

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 in the event of any locally declared emergency or emergency declared by the Governor shall be the underlying principle on which all articles of this agreement shall be understood.

In the event 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.
- (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 declares a local emergency and such disaster or emergency is too great to be dealt with unassisted, for which a state of emergency has been declared, the authorized representative of the Requesting Party for such Participating Party or his/her authorized representative may request assistance from another Participating Party by contacting the Director of the GEMA-Homeland Security. The provisions of this agreement shall only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing. If verbal, the request shall 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.
- (2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed.
- (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 rendering aid may withhold resources to the extent necessary to provide reasonable protection for such political subdivision.

Emergency forces will continue under the command and control of their supervisors, but the organizational units will come under the operational control of the emergency services authorities of the Requesting Party unless the Director of GEMA-Homeland Security or his/her authorized representative approves an alternative. These conditions may be activated, as needed, in any disaster or emergency for which a state of emergency has been declared and shall continue so long as the state of emergency or disaster remains in effect or loaned resources remain in the Requesting Party's jurisdiction(s), whichever is longer.

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 above shall be construed in accordance with O.C.G.A. § 38-3-35 and shall apply in addition to any other immunities provided by statutory 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 chief fiscal officer of the Requesting Party. 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 and shall defray the actual traveling and maintenance 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 that are 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.
- (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.
- (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.
- (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

(a) This agreement shall become operative immediately upon its approval and execution by the GEMA-Homeland Security 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.

(b) 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.

(c) Copies of this agreement shall, at the time of their approval, be deposited with each of the Participating Parties and with the GEMA-Homeland Security.

ARTICLE X
GEORGIA EMERGENCY MANAGEMENT AGENCY-HOMELAND SECURITY

GEMA-Homeland Security shall act as the coordinating entity under this agreement. Nothing herein shall limit any authority of the Governor or the Director of the GEMA-Homeland Security under articles, I, II, or III of Chapter 3, Title 38, Official Code of Georgia Annotated. In the event the Governor should declare a State of Emergency, any and all provisions of this agreement which may conflict with actions taken pursuant to such declaration shall be superseded by any such act or actions.

ARTICLE XI
TERM OF AGREEMENT

This agreement shall expire on March 1, 2016. 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 XII
VALIDITY

This agreement shall be construed to effectuate the purposes stated in Articles II and III hereof. 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:

City of Lake Park, GA
County/Municipality

9/4/2012
Date

Avery Kelley
Director of GEMA-Homeland Security or
Authorized Representative

09/20/2012
Date

Sandy Sherrell
Authorized Representative
Sandy Sherrell
Mayor Pro Tem

Resolution for Emergency Management

WHEREAS, the Georgia General Assembly has enacted the Georgia Emergency Management Act of 1981 (the "Act"); and

WHEREAS, the Lowndes County Board of Commissioners has established the Lowndes County Emergency Management Agency as the organization for emergency management in the county; and

WHEREAS, the Mayor and Council of the City of Lake Park desire to participate in the emergency management agency established by Lowndes County to the extent allowed by law and the Charter of the City of Lake Park;

NOW, THEREFORE, BE IT RESOLVED and it is hereby resolved by the Mayor and Council of the City of Lake Park that the Lowndes County Local Emergency Operations Plan (the "Plan"), as revised July 20, 2012, is hereby adopted by the City of Lake Park to the extent that it is not in conflict with the Charter of the City of Lake Park. Further, in the event that any portion of the Plan is determined to be in conflict with the Charter of City of Lake Park, the Charter shall be deemed to be the controlling document. During any declared emergency under the term of the Plan the City of Lake Park will retain control of all personnel and related issues, to include public safety agency heads, and equipment, facilities or other resources as provided by the City Charter and Code of Ordinances of the City of Lake Park.

FURTHER, the Mayor of the City of Lake Park, as provided by the City Charter, and the City of Lake Park Code of Ordinances, is hereby deemed the appropriate and authorized City Official responsible for determining and declaring when a state of emergency exists for the City of Lake Park.

SECTION I – EFFECTIVE DATE; RECESSON OF EXISTING LOCAL LAWS; CONFLICTS WITH CITY CHARTER

This Resolution shall be effective immediately. Where the provisions of the Resolution are in conflict with existing local laws, the provision of this Resolution will govern; however

In the event of any conflicts between any agreement and the Charter of the City of Lake Park, the provisions of the Charter shall control.

This 4th day of Sept, 2012.

Sandy Guernill
Mayor, City of Lake Park
Pro Tem

Attest: Ann Peterson
City Clerk