



Where Georgia comes together.

AGENDA
REGULAR MEETING OF THE PERRY CITY COUNCIL
November 19, 2019
6:00 P.M.

1. Call to Order: Mayor Randall Walker, Presiding Officer.
2. Swearing In of Council Member Darryl Albritton: City Attorney Brooke Newby
3. Roll.
4. Invocation and Pledge of Allegiance to the Flag: Mayor Randall Walker
5. Recognition(s)/Presentation(s):
 - 5a. Recognition of participants of the 3rd grade Fire Safety Poster Contest – Chief L. Parker.
 - 5b. Fire and Emergency Services Promotions - Chief L. Parker
Darryl Kitchens promotion to Captain
Alan Kramer promotion to Lieutenant
 - 5c. Recognition of Ms. Mirian Arrington – Mayor Walker
 - 5d. Introduction of Officer Skyler Bryant – Chief S. Lynn.
6. Community Partner(s) Update(s):
7. Citizens with Input.
8. Review of Minutes: Mayor Randall Walker
 - 8a. Council's Consideration – Minutes of the November 4, 2019 work session, November 5, 2019 pre council meeting, and November 5, 2019 council meeting. *(Council Member Bynum-Grace was absent from the November 4 & 5 meetings.)*
9. Old Business:
 - 9a. Mayor Randall Walker
 - 9b. Council Members
 - 9c. City Attorney Brooke Newby
 - 9d. City Manager Lee Gilmour

- 9e. Assistant City Manager Robert Smith
- 10. New Business: Mayor Randall Walker
 - 10a. Matters referred from November 18, 2019 work session and November 19, 2019 pre council meeting.
 - 10b. Approval of Statewide Mutual Aid and Assistance Agreement – Chief L. Parker.
 - 10c. Special Events Application(s):
 - 1. The City of Perry is hosting its 7th Annual Buzzard Drop on December 31, 2019, 7pm through midnight - Ms. A. Turpin.
 - 2. The Perry Lions Club is hosting Peaches to Beaches March 13 – 14, 2020, 8 am through 6 pm daily – Ms. S. Kusuda.
- 11. Council Members Items:
- 12. Department Heads/Staff Items.
- 13. General Public Items:
- 14. Mayor Items:
- 15. Adjourn.

In accordance with the Americans with Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Perry City Council Agenda and supporting material for each item is available on-line through the City's website at www.perry-ga.gov.



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Annie Warren <annie.warren@perry-ga.gov>

3rd Grade Fire Safety Poster Contest

1 message

Lee Parker <lee.parker@perry-ga.gov>
To: Annie Warren <annie.warren@perry-ga.gov>
Cc: Lee Gilmour <lee.gilmour@perry-ga.gov>

Wed, Nov 13, 2019 at 4:10 PM

Annie,

Would also like to recognize participants in the 3rd Grade Fire Safety Poster Contest

Winner – Ellie Claire Davis, The Westfield School
Runner-up – Braden Rowland, The Westfield School
Honorable Mention – Eli Sebastian, Tucker Elementary
Honorable Mention – Sarah Young, Langston Road Elementary

They have been invited to the meeting..

--



Lee Parker
Fire Chief/Director
City of Perry Fire & Emergency Services
1207 Washington Street
Perry, GA 31069
Office 478-988-2854
Mobile 478-338-0011
<http://www.perry-ga.gov>



2019 Perry Fire Department
Fire Safety Poster Contest



Winner - Ella Claire Davis, The Westfield School

2019 Perry Fire Department
Fire Safety Poster Contest

Not every hero wears a cape. They
and practice your escape



Runner Up - Braden Rowland
The Westfield School

2019 Perry Fire Department
Fire Safety Poster Contest



Honorable Mention - Eli Sebastian
Tucker Elementary

2019 Perry Fire Department
Fire Safety Poster Contest

Not every Hero
wears a Cape!



Honorable Mention - Sarah Young
Langston Road Elementary



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APPROVED CHANGES

IBALZ MARKETING & SIGNS

LOCATION: 596 Carl Vinson Pkwy, Warner Robins, GA 31088
HOURS: 8am - 5pm, Monday through Friday
PHONE: 478.328.0949

Attention to Orders

As approved by the City of Perry Board of Commissioners and the Office of the City Manager, by advisement of the following:

Whereas, Darryl Kitchen began his career with the Perry Fire Department on 6 February 2009; and

Whereas, Darryl Kitchen has proven his abilities as a fire lieutenant and company officer leading troops during the daily duties of firefighters and in battle against the ravages of fire; and

Whereas, Darryl Kitchen is a motivated, hardworking, and dedicated employee, who has demonstrated a strong commitment to his duties and a high level of professionalism, and has been an inspiration to his fellow firefighters;

Now therefore be it resolved, that effective October 22, 2015, Lieutenant Darryl Kitchen is promoted to the Officer rank of **Captain**, assigned to Station 1, located in the Perry Fire Department.

Lee Parker, Fire Chief
Perry Fire Department

Attention to Orders

As approved by the City of Perry Mayor and Council and the office of the City Manager, be advised of the following:

Whereas, Alan Kramer began his career with the Perry Fire Department on 18 November 2014; and

Whereas, Alan Kramer has proven his abilities as a sergeant and apparatus engineer, preparing for and responding to fire, rescue, and disaster emergency calls; and

Whereas, Alan Kramer has demonstrated his skills and nature as a forward-thinking and disciplined employee, becoming an inspiration to his fellow co-workers;

Now therefore be it resolved, that effective November 5, 2019, Sergeant Alan Kramer is promoted to the Officer rank of **Fire Lieutenant**, assigned to Station 2, "C" shift for the Perry Fire Department.

Lee Parker, Fire Chief
Perry Fire Department



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Annie Warren <annie.warren@perry-ga.gov>

Item for Agenda

1 message

Regan Scott <regan.scott@perry-ga.gov>
To: Annie Warren <annie.warren@perry-ga.gov>

Thu, Nov 14, 2019 at 2:04 PM

Hi Annie,

Mayor Walker was in St. Simon today and was able to present an award to Mirian Arrington on behalf of Georgia Municipal Court Clerks' Council. It is the 2019 Laura Hein Clerk of the Year.

She received the award today while at her Municipal Court Clerk Recertification training. Mayor Walker wrote me an email and said that we should put it on the Council agenda to recognize her.

He did not specify which agenda..... :)

Thanks, please let me know if you need anything else,



Regan Scott
Court Clerk
Perry Municipal Court
1207 Washington Street
P.O. Box 2030
Perry, GA 31069
T 478-988-2814
F 478-988-2808

<http://www.perry-ga.gov>

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MINUTES
WORK SESSION MEETING
OF THE PERRY CITY COUNCIL
November 4, 2019
5:00 P.M.

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the work session meeting held November 4, 2019, at 5:00 p.m.

2. Roll:

Elected Officials Present: Mayor Randall Walker, Council Members Robert Jones, William Jackson, Willie King and Riley Hunt.

Elected Officials Absent: Council Member Phyllis Bynum-Grace.

Staff: City Manager Lee Gilmour, Assistant City Manager Robert Smith, City Attorney Brooke Newby, and Recording Clerk Gail Price.

City Departmental Staffing: Chief Steve Lynn – Police Department, Tabitha Clark – Digital Communications Manager, Bryan Wood – Director Community Development, Chief Lee Parker, Perry Fire and Emergency Department, Ashley Hardin – Economic Development Director, Brenda King – Director of Finance, Mitchell Worthington – Asst. Finance Director, Nancy Graham – LS Supervisor, Chad McMurrian – Engineer Services Manager, and Sharon Kelly – Regional Manager.

Guest(s)/Speaker(s): None

Media: Ms. Jada Dukes - The Houston Home Journal.

3. Items of Review /Discussion: Mayor Randall Walker.

3a. Appearance(s)/Presentation(s):

1. Mr. Junior Johnston relative to gas line. Not present.

2. Aerial concepts for provision of water/sewer. Mr. Murph presented the options for the sewer at Talton Road. It was recommended to wait until the new City Council Members are present to make a decision on which option to select.

3b. Community Development Department

1. 2020 LMIG Street List. Mr. McMurrian recommended approval the Street Resurfacing List for LMIG for the Fiscal Year 2020. Council concurred to proceed.

3c. Office of City Manager

1. City technology upgrades. Mr. Smith advised of the technology upgrades that are needed. Staff recommends (1) Server Replacement, (2) Desktop Refresh (3) Network Refresh (4) Managed Security. What is being proposed essentially provides for a coalesced contemporary, yet almost wholly sourced, IT function for the City. Council concurred to proceed.
2. Meter change out. Administration recommended Council proceed with Option I excluding the irrigation meters over the five (5) year period. The hardware/software requirements should be included. This will allow the City to replace approximately 43% of the gas meters and small water meters in the system over a 5 year period. Council concurred to proceed with the recommendation.
3. Council consider to increase hotel/motel tax one (1) percent from seven (7) percent to eight (8) percent. Administration received a request from Ms. Hamsley to increase the hotel/motel tax to 8%. The general purposes portion would be used for downtown staffing to maintain the district. Administration recommends Council proceed with the one (1) percent increase. Council concurred to proceed.
4. Adjust holiday pay. Administration stated that currently the City pays eight (8) hours of straight time to each full time employee. This includes employees not scheduled to work the holiday. Administration recommends Council approve paying holiday pay for the time those employees scheduled to work on a holiday in excess of eight hours. This would affect police and fire only. Council concurred to proceed.
5. Change solid waste collection process for downtown. Mr. Gilmour advised after research its Administration's recommendation to Council that there be a change on the solid waste collection in the district. The proposed plan would be daily collection by City staff at approximately 6:00pm each day, transport to a central compactor location with contractor emptying the compactor as needed. The compactor would be located outside the district. Council requested follow-up plan.

4. Council Member Items:

Council Members Jackson, King, Jones, and Hunt had no reports.

Mr. Gilmour – Mr. Gilmour requested that Mr. Johnston pay his bill. Mr. Johnston did not call 811 to get a digging permit and damaged line. Council concurred.

Mr. Smith – Reported that phase 2 of the splash pad is completed.

City Attorney Brooke Newby had no report.

5. Department Head/Staff Items:

Mr. Worthington, Chief Lynn, Chief Parker, Ms. Graham, Mr. McMurrian.

Ms. Hardin

- Reported that the DDA received a Grant for \$10,000.00.
- Downtown business can apply for Boost Funds.

Ms. King, the Finance Department received Certificate of Excellence in Financial Reporting Award.

Ms. Clark – reported that the Georgia Florida Tailgate went well.

Mr. Wood

- Georgia Place Making Collaborative Program.
- Neighborhood Cleanup at Creekwood Park is November 9, 2019.
- Exceeded 400 permits this year.

6. General Public Items:

Ms. Hamsley, have a new logo and working on new website.

Ms. Palmer

- State of Community luncheon November 6.
- Taste of Southern December 5.
- Leadership Perry Program has begun.

7. Adjournment: There being no further business to come before Council in the work session held on November 4, 2019, Council Member Jackson motioned to adjourn the meeting at 6:14 pm. Council Member Hunt seconded the motion and it carried unanimously.

MINUTES
PRE COUNCIL MEETING
OF THE PERRY CITY COUNCIL
November 5, 2019
5:00 P.M.

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the pre-council meeting held November 5, 2019 at 5:00 p.m.

2. Roll:

Elected Officials Present: Mayor Randall Walker, Mayor Pro Tempore Willie King and Council Members William Jackson, Robert Jones, and Riley Hunt.

Elected Official(s) Absent: Council Member Phyllis Bynum-Grace

City Staff: City Manager Lee Gilmour, Assistant City Manager Robert Smith, City Attorney Brooke Newby, and Recording Clerk Annie Warren.

Departmental Staffing: Chief Steve Lynn – Perry Police Department, Chief Lee Parker - Fire and Emergency Services Department, Brenda King – Director of Administration, Bryan Wood – Director of Community Development, Anya Turpin – Special Events Coordinator, Mitchell Worthington – Assistant Director of Finance, and Tabitha Clark – Communications Manager.

Media: None

Guests: Darryl Albritton and Gary Moulliet

3. Items of Review/Discussion: Mayor Randall Walker

3a. Discussion of November 5, 2019 council meeting agenda.

9a (1). Approval of 2020 LMIG Street Resurfacing List. Mr. Wood stated the recommended streets are: 1) Keith Drive from Main Street to Kings Chapel, 2) Smith Drive from Hampton Court to WF Ragin Drive, 3) 4th Street from Parkway Drive to Swift Street, and 4) Kellwood Drive from Courtney Hodges to Oakridge Drive.

9a (2). Approval to proceed with City technology upgrades as outlined in Mr. Smith's memo dated November 4, 2019. Mr. Smith discussed the proposals relative to the following items: 1) network refresh, 2) work station refresh, 3) server refresh, and security refresh.

9a (3). Approval to proceed with water/natural gas meter change out program as recommended by ESG Operations, Inc. Mayor Walker stated ESG Operations, Inc. provided the City a meter replacement program for all water and gas meters

and the City has committed up to \$500,000.00 per a year to start with the oldest meters and then move to the irrigation meters.

9a (4). Resolution to amend City of Perry Personnel Management System to provide for an adjustment for holiday pay. Administration stated this is a follow up to last evening's discussion relative to holiday pay.

9b (1). Bid No. 2020-10 Worrall Community Center Flooring Replacement. Mr. Worthington recommended the bid of \$28,996.90 by Clean & Restore LLC for the Worrall Community Center Flooring Replacement.

9c (1). Resolutions to update GA Fund 1 accounts. Ms. King advised the resolutions will update the signers on the GA Fund 1 accounts.

9d. Council approval of a restated defined benefit retirement plan. Administration stated this is a request from GMA for the City's Defined Benefit Plan relative to changes in the overall plan and requested Council's approval.

4. Council Member Items:

Council had no reports.

5. Department Head/Staff Items:

Mr. Gilmour advised Mayor and Council of a call he received from a local plumber relative to ESG Operations, Inc. personnel. Council recommended Administration wait until after the meeting with the plumber to determine the course action to take.

Mr. Smith reported

- Ms. Fitzner was invited to speak at the Macon Garden Club meeting.
- the HVAC system in lower city hall is broken and staff solicited quotes and received three (3) responses. Staff recommends awarding the project to low bidder Truman's Air Conditioning and Heating in the amount of \$6,229.00.

Ms. King, Mr. Wood, Chief Lynn, Chief Parker, Ms. Clark, Mr. Worthington, and Ms. Turpin had no reports.

6. Adjournment:

There being no further business to come before Council in the pre-council meeting held November 5, 2019, Council Member Jackson motioned to adjourn the meeting at 5:28p.m. Council Member Jones seconded the motion and it carried unanimously.

MINUTES
REGULAR MEETING OF THE PERRY CITY COUNCIL
November 5, 2019
6:00 P.M.

1. Call to Order: Mayor Walker, Presiding Officer, called to order the regular meeting of the Perry City Council held November 5, 2019 at 6:00 p.m.

2. Roll:

Elected Officials Present: Mayor Randall Walker, Mayor Pro Tempore Willie King, and Council Members William Jackson, Riley Hunt and Robert Jones.

Elected Official(s) Absent: Council Member Phyllis Bynum-Grace

Staff: City Manager Lee Gilmour, Assistant City Manager Robert Smith, City Attorney Brooke Newby, and Recording Clerk Annie Warren.

Departmental Staffing: Chief Steve Lynn – Perry Police Department, Chief Lee Parker – Fire and Emergency Services Department, Brenda King – Director of Administration, Bryan Wood – Director of Community Development, Mitchell Worthington - Assistant Director of Finance, Karan Taggart – Athletic Programs Supervisor, Anji Holley – Executive Secretary, Anya Turpin – Special Events Coordinator, Tabitha Clark – Communications Manager, and Haley Myers – Main Street Coordinator.

Guest(s): William Loudermilk, Andrew Presswood, Trish Cossart, Yetoria DeShazier, Jim Lay, Ellie Loudermilk, Darryl Albritton, Gary Moulliet

Media: Jada Dukes - Houston Home Journal

3. Invocation and Pledge of Allegiance to the Flag:

Council Member King rendered the invocation and Council Member Jones led the pledge of allegiance to the flag.

4. Presentation(s) / Recognition(s):

4a. Proclamation Recognizing Small Business Saturday. Mayor Walker read a proclamation recognizing Small Business Saturday on November 30th and presented the proclamation to Ms. Haley Myers and members of the Main Street Advisory Board.

4b. 2020 United Way Campaign. Ms. Holley reported to Mayor and Council that twenty-six employees donated and pledged \$4,419 for 2020. Mayor Walker drew the names for prizes: Anytime Fitness – Anji Holley, Black Card Planet Fitness – James Buck, and \$100 Gift Card – Charles Mundy.

- 4c. Presentation of 2019 CHIP and CDBG Awards. Mayor Pro Tempore King presented to Mayor and Council two checks he received at the Georgia Department of Community Affairs conference in the amounts of \$300,000 (Community Home Investment Plan) to be used to improve five homes in the Sandhill community \$996,350 (Community Development Block Grant) to be used for street and storm drainage improvements along with housing rehabilitation in the Creekwood area.

5. Community Partner(s) Update(s): None

6. Citizens with Input.

Robbin Jackson congratulated Mayor Walker being elected Mayor. Mr. Jackson also inquired about the utility bill disconnect fee.

7. Review of Minutes: Mayor Randall Walker

- 7a. Council's Consideration – Minutes of the October 15, 2019 pre council meeting, and October 15, 2019 council meeting. *(Mayor Pro Tempore King was absent from the October 15, 2019 pre council meeting and council meeting.)*

Council Member Hunt motioned to accept the minutes as submitted; Council Member Jones seconded the motion and it with Mayor Pro Tempore abstaining.

8. Old Business:

- 8a. Mayor Randall Walker - none
8b. Council Members - none
8c. City Manager Lee Gilmour - none
8d. Assistant City Manager Robert Smith – none
8e. City Attorney Brooke Newby - none

9. New Business: Mayor Randall Walker

9a. Matters referred from November 4, 2019 work session and November 5, 2019 pre council meeting.

1. Approval of 2020 LMIG Street Resurfacing List. Council Member Hunt motioned to approve as submitted; Council Member Jackson seconded the motion and it carried.
2. Approval to proceed with City technology upgrades as outlined in Mr. Smith's memo dated November 4, 2019. Council Member Jones motioned to approve as submitted; Mayor Pro Tempore King seconded the motion and it carried as submitted.
3. Approval to proceed with water/natural gas meter change out program as recommended by ESG Operations, Inc. Council Member Hunt motioned to approve as submitted; Mayor Pro Tempore King seconded the motion

and it carried unanimously.

4. **Resolution for Consideration and Adoption:**
 1. **Adopted Resolution No. 2019-51 amending the City of Perry Personnel Management System to provide for an adjustment for holiday pay.** Administration presented for Council's consideration, a resolution amending the City of Perry Personnel Management System to provide for an adjustment for holiday pay. Mayor Pro-Tempore King motioned to adopt the resolution as submitted; Council Member Jones seconded the motion and it carried unanimously. *(Resolution No. 2019-51 has been entered into the City's official book of record.)*
5. **Award the replacement of 5 Ton AC Unit for City Hall.** Mr. Smith presented for Council's consideration an award of bid for the replacement of a 5 Ton AC Unit for City Hall. Of the three responders, staff recommended the low bidder, Truman's Air Conditioning and Heating for \$6,229. Administration advised the funds would come from General Fund. Council Member Hunt moved to award the bid to Truman's Air Conditioning and Heating for \$6,229; Mayor Pro Tempore King seconded the motion and it carried unanimously.
- 9b. **Award of Bid(s):**
 1. **Bid No. 2020-10 Worrall Community Center Flooring Replacement.** Mr. Worthington presented for Council's consideration an award of bid for Worrall Community Center Flooring Replacement. Staff recommended awarding the bid to low bidder, Clean & Restore LLC in the amount of \$28,996.90. Council Member Jones motioned to accept staff's recommendation to award Bid No. 2020-10 to Clean & Restore LLC in the amount of \$28,996.90. Mayor Pro Tempore King seconded the motion and it carried unanimously.
- 9c. **Resolution(s) for Consideration and Adoption:**
 1. **Adopted Resolutions 2019-52 through 2019-54 updating GA Fund 1 accounts.** Ms. King presented for Council's consideration, resolutions updating GA Fund 1 accounts. Council Member Jones motioned to adopt the Resolutions 2019-52 through 2019-54 updating GA Fund 1 accounts; Council Member Jackson seconded the motion and it carried unanimously. *(Resolution No. 2019-52 through 2019-54 has been entered into the City's official book of record.)*
- 9d. **Council approval of a restated defined benefit retirement plan.** Administration advised Council GMA is requesting members to sign off on changes to the Plan and recommended Council approve. Council Member Hunt motioned to approve a restated defined benefit retirement plan; Council Member Jackson seconded the motion and it carried unanimously.

9e. Special Events Application(s):

1. The Perry Main Street Program and Promotions Committee Downtown Merchants Council is hosting Holiday on Carroll on December 7.

Ms. Myers reviewed the special event application for Holiday on Carroll on December 27, 2019 and recommended approval. Council Member Jones motioned to approve the event and the road lane closures as submitted. Mayor Pro Tempore King seconded and the motion carried unanimously.

10. Council Members Items:

Mayor Pro Tempore King, and Council Members Jackson, Jones and Hunt had no reports.

11. Department Heads/Staff Items.

Mr. Gilmour and Ms. Newby had no reports.

Mr. Smith reminded everyone of Fall Clean-up week, November 4 - 9

Mr. Wood

- November 9th, Neighborhood Clean-up at Creekwood
- 404 new single family permits have been issued
- Community Development Department has relocated to 741 Main Street
- received First Year Recertification relative to the Revitalization Area Strategy the DCA Conference
- November 22, Open House at Community Development

Ms. Turpin reported the City was awarded a \$5000 Vibrant Community Grant

Ms. Myers reported WALB out of Albany will be downtown filming commercials for our merchants.

Chief Lynn, Chief Parker, Ms. King, Ms. Clark and Ms. Warren had no reports.

12. General Public Items:

Jim Lay, 807 Washington Street, thanked Mayor and Council for the Fall Clean up and looks forward to the next clean up.

Ellie Loudermilk, Perry Historical Society, stated the grave markings in Evergreen Cemetery looks good.

13. Mayor Items:

- November 6, State of the Community Luncheon
- November 9, Neighborhood Clean-up in Creekwood
- November 18, Work session

- November 19, Pre council and council

14. **Adjournment:** There being no further business to come before Council in the regular council meeting held November 5, 2019, Council Member Jackson motioned to adjourn the meeting at 6:40 p.m. Council Member Hunt seconded the motion and it carried unanimously.

FAQs

Why do I need to do this?

Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides 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

What other jurisdictions are involved?

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.

What kind of assistance are we talking about?

"Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

Who will our resources be working for?

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.

What if my jurisdiction doesn't want to send resources?

A jurisdiction may withhold resources to the extent necessary to meet the current or anticipated needs of the jurisdiction's own political subdivision.

What about liability and reimbursement?

Those issues are covered in Article VI Liability and Immunity, and Article VIII Reimbursement in the Agreement.

What if my jurisdiction wants to withdraw from this agreement?

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.

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: _____

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

Chief Executive Officer – Print Name

County/Municipality: _____

Date: ____/____/____

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 _____ (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Print Name Job Title/Position

Signature of Above Individual

Print Name Job Title/Position

Signature of Above Individual

Print Name Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: _____ / _____ / _____

Chief Executive Officer – Print Name



Where Georgia comes together.

The City of Perry's 7th Annual Buzzard Drop Event Application

Organization hosting event: The City of Perry Government

Event Coordinator: Nastasha "Any" Edgley-Turpin, Special Events Coordinator

Name of Event: 7th Annual Buzzard Drop

Date(s) of event: December 31, 2019

Event Start & End: 7 PM through Midnight

Event Description:

The City of Perry will be hosting their 7th Annual Buzzard Drop in Historic Downtown Perry. This annual New Year's Eve celebration invites residents and visitors to Perry to safely celebrate the new year!

Council Action Requested:

- Approval of event to be hosted on public property in Downtown Historic Perry

City Services Requested:

Road Closures Requested:

- Jernigan Street (Between Main Street & Commerce Street)
- Ball Street (Between Main Street & Commerce Street)
- Carroll Street (Between Ball Street & Jernigan Street)

Time of Road Closures:

- 12 PM - Jernigan Street (Between Main Street & Commerce Street)
- Reopen at approximately 12:30 AM on 01-01-20
- 12 PM - Ball Street (Between Main Street & Commerce Street)
- Reopen at approximately 12:30 AM on 01-01-20
- 8 AM - Carroll Street (Between Ball Street & Jernigan Street)
- Reopen once stage is removed on 01-01-20

Personnel/Support Requested:

- Fire Department to provide emergency response services and lighting at event
- Police Department to provide emergency response services, road closures, and operating complementary shuttle services at event
- Public Works to provide assistance with set up, event support and clean up
- Leisure Services to provide the vehicle for the complementary shuttle services



Where Georgia comes together.

The Perry Lions Club Peaches to the Beaches Event Application

Organization hosting event: The Perry Lions Club
Event Coordinator: Sandy Kusuda, Club President

Name of Event: Peaches to the Beaches
Date(s) of event: March 13th and March 14th 2020
Event Start & End: 8 AM through 6 PM Daily

Event Description:

Peaches to Beaches is an annual yard sale hosted by the Perry CVB in partnership with the Golden Isles Parkway Association. The Perry Lions Club will work under the Perry CVB to manage the Downtown and Eastgate locations. This event promotes travel and economic growth along 200+ miles of Hwy 341.

Council Action Requested:

- Approval of event to be hosted on public property in Downtown Historic Perry
- Requested waiver of Special Events Application Fee

City Services Requested:

Road Closures Requested:

- Main Street (Between Jernigan Street and Ball Street)
- Jernigan (Between Carroll Street and Main Street)
- City Parking Lot (Between Main Street and Ball Street)

Time of Road Closures:

- March 12th at 3 PM through March 14th at 8 PM
-

Personnel/Support Requested:

- Fire Department to provide emergency response services as deemed necessary by Leadership
- Police Department to provide emergency response services as deemed necessary by Leadership
- Public Works to provide assistance with trash can deliveries, set up and clean up