

# City of Mansfield

## AGENDA

City Council Meeting Agenda  
December 9, 2019 – 7:00 p.m.  
Mansfield Community House  
Page 1 of 1

- I. Call to Order:
- II. Agenda Approval:
- III. Invocation & Pledge of Allegiance:
- IV. Citizen's Comments on Agenda: *Limited to Agenda Items only for 5 minutes each*
- V. Newton County Sheriff Report: *Deputy Michael Gregg*
- VI. Approval of Minutes:
  - a. November 7, 2019 Special Called Council Meeting Minutes
- VII. New Business:
  - a. Ken Whitehead Re-Zoning Request
  - b. Sink Hole Repair Bids for Kellogg & Third Avenue & Poplar St
  - c. Electric Rate Increase 2.6% for next 3 years
  - d. Set 2020 Work Session & Council Meeting Dates
  - e. Renew the Statewide Mutual Aid & Assistance Agreement
  - f. Northeast Georgia Regional Commission Comprehensive Plan Update Memorandum of Agreement
  - g. Snapping Shoals EMC Franchise Fee Agreement
- VIII. Citizen's Comments on Non-Agenda Items: *Limited to 5 minutes each*
- IX. Adjournment:

# City of Mansfield

## MINUTES

City Council Meeting Minutes  
December 9, 2019 – 7:00 p.m.  
Mansfield Community House  
Page 1 of 3

PRESENT: Helen Robertson, Perry Lunsford, GW Davis Jr, Austin Mitchell, Bryan Hale, Blair Northen

OTHERS PRESENT: Scott Cole, Greg Goins, Jr Kinard Jr, Mary Ann Davis, Elsie Smith, Walter Tuggle, Miranda Hale, Vicki Cowan, Chris Fulmer, Ashley Hollingsworth, Jefferson Riley, Bill Robertson, Willow, Kory Wilson, Kim and Ken Whitehead, John Napoli, Matt Clark

The meeting was called to order at 7 PM.

The honorable mayor GW Davis Jr stated that there was a zoning meeting at 6 PM just before the council meeting and complimented how well it went. He also said the city looked pretty with Christmas decorations and was most appreciative to all who decorated their homes to make the city look enchanting to our children, thank you.

Councilman Austin Mitchell made the motion to approve the agenda and Councilman Blair Northen gave the second. All Council voted 'aye'. The motion passed 5/0.

Mr. JR Kinard Jr gave a beautiful invocation and the honorable Mayor GW Davis Jr lead the pledge of allegiance.

Mr. Jefferson R Riley, 401 Sewell Rd, commented on Agenda Item VII. New Business item c. saying "for the record" he was not the mayor who signed the Vogtle contract causing the electric rates to increase.

Mr. Tom McCurley, 3901 Hwy 213, also commenting on Agenda Item VII. New Business item c. asked if the City was still honor bound to the Vogtle contract because of their overruns, etc. He asked the Council to table this item.

There was no Newton County Sheriff deputy present to give the Mansfield report.

The honorable mayor pro tempore Perry Lunsford made the motion to approve the November 7, 2019 Special Called Meeting Minutes and Councilman Austin Mitchell gave the second. All Council voted 'aye'. The motion passed 5/0.

Councilman Austin Mitchell made the motion to table the request to rezone 3130 Hwy 11 from Conservative Residential to Business to allow Mr. Whitehead time to request a variance on the lot size deficiency. Councilman Blair Northen gave the second. The honorable mayor GW Davis Jr explained that there was no written report at this time but there was a verbal report by the Planning Commission

saying they would recommend the re-zoning request as-long-as the lot size issue is addressed. Mr. Whitehead's lot is approximately 390 sq ft short of the minimum 20,000 sq ft requirement. There was a short discussion. All Council voted 'aye'. The motion passed 5/0.

The honorable mayor pro tempore Perry Lunsford made the motion to approve the sink hole repair bids for Kellogg Ave, Third Ave, & Poplar St received from Hall's Trenching i/a/o \$13,500. Councilman Austin Mitchell gave the second. Mayor pro Tempore Perry Lunsford asked what caused the sink holes in the first place. Mr. John Napoli, the City's Public Works supervisor, answered that we won't know until we get in there. All Council voted 'aye'. The motion passed 5/0.

The honorable mayor pro tempore Perry Lunsford made the motion to increase the electric rates 2.6% for the next 3 years. Council Austin Mitchell gave the second. Councilman Blair Northen began the discussion by asking if the increase could be for one year and then vote each year on the increases. The honorable mayor pro tempore Perry Lunsford also commented stating the increase is based on a contract to meet a contractual obligation and voting each year on an increase we know is inevitable is almost like giving false hope. Councilpersons Perry Lunsford, Helen Robertson, Bryan Hale, and Austin Mitchell voted 'aye'. Councilman Blair Northen vote 'nay'. The motion passed 4/1.

Councilman Austin Mitchell made the motion to set the 2020 Work Session & Council Meeting dates. Councilman Blair Northen gave the second. The honorable Mayor GW Davis Jr explained that changing the Work Sessions to the Monday before the Council Meetings allows a week to work between the two meetings. He also stated a conflict with the February 10, 2020 Council Meeting. Councilman Blair Northen also stated the purpose of the change was to allow ample time to research and make educated decisions. Councilman Perry Lunsford thought this was a good idea as well. All Council voted 'aye'. The motion passed 5/0.

The honorable mayor pro tempore Perry Lunsford made the motion to renew the Statewide Mutual Aid & Assistance Agreement. Councilman Blair Northen gave the second. All Council voted 'aye'. The motion passed 5/0.

The honorable mayor pro tempore Perry Lunsford made the motion to approve the Memorandum of Agreement with the Northeast Georgia Regional Commission to help update the City's Comprehensive Agreement with a required land-use element fee of \$2,000. Councilman Austin Mitchell gave the second. The honorable Mayor GW Davis Jr explained the Comprehensive Plan process, that it involves a citizen group to get together through public meetings and hearings to determine the future of the City. He said important decisions are made based on this plan, grants are dependent on this plan but the land use element does require a fee. All Council voted 'aye'. The motion passed 5/0.

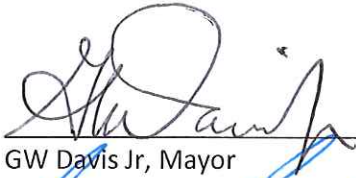
Councilman Austin Mitchell made the motion to approve the Snapping Shoals EMC Franchise Agreement as originally proposed before the October 14, 2019 altered agreement. Councilman Helen Robertson gave the second. The honorable Mayor GW Davis Jr explained that the document was made too specific by identifying only certain properties and by removing them, the City will be able to collect a franchise

fee for any revenue Snapping Shoals EMC collects inside our city's limits. This agreement does not allow Snapping Shoals EMC to build a power system in our city. All Council voted 'aye'. The motion passed 5/0.

Mr. Jefferson R Riley, 401 Sewell Rd, addressed the mayor and council on a non-agenda item regarding the residence of Councilman Bryan Hale. Councilman Bryan Hale affirmed that yes, he did get married and yes, he still resides in Mansfield.

Councilman Austin Mitchell made the motion to adjourn the meeting and Councilman Blair Northen gave the second. All Council voted 'aye'. The motion passed 5/0.

The meeting adjourned at 7:43.



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GW Davis Jr, Mayor



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Perry Lunsford, Post 1

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Helen Robertson, Post 2

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Blair Northen, Post 3



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Austin Mitchell, Post 4



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Bryan Hale, Post 5

CITY OF MANSFIELD, GEORGIA  
2020 WORK SESSION & COUNCIL MEETING  
SCHEDULE

WORK SESSIONS

COUNCIL MEETINGS

Monday, January 6

Monday, January 13

Monday, February 3

Monday, February 10 Perry

Monday, March 2

Monday, March 9

Monday, April 6

Monday, April 13

Monday, May 4

Monday, May 11

Monday, June 1

Monday, June 8

Monday, July 6

Monday, July 13

Monday, August 3

Monday, August 10

Monday, September 7

Monday, September 14

Monday, October 5

Monday, October 12

Monday, November 2

Monday, November 9

Monday, December 7

Monday, December 14

# STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

## CITY OF MANSFIELD, NEWTON COUNTY, GEORGIA

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. 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

G.W. Davis Jr.  
\_\_\_\_\_  
Chief Executive Officer – Print Name

County/Municipality: Mansfield

Date: 12 / 9 / 2019

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

<u>JEANA T HYDE</u> Print Name	<u>CITY ADMINISTRATOR</u> Job Title/Position
<u><i>Jeana T. Hyde</i></u> Signature of Above Individual	

<hr/> Print Name	<hr/> Job Title/Position
<hr/> Signature of Above Individual	

<hr/> Print Name	<hr/> Job Title/Position
<hr/> Signature of Above Individual	

*[Signature]*  
Chief Executive Officer Signature

Date: 12 / 9 / 2019

G.W. Davis Jr.  
Chief Executive Officer – Print Name

**COPY**

APPENDIX B  
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for CITY OF MANSFIELD  
(county/municipality) for the purpose of reimbursement sought for mutual aid:

JEANA T HYDE CITY ADMINISTRATOR  
Print Name Job Title/Position

*Jeana T. Hyde*  
Signature of Above Individual

\_\_\_\_\_  
Print Name Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

*[Signature]*  
Chief Executive Officer - Signature

Date: 12, 9, 2019

G.W. Davis Jr,  
Chief Executive Officer – Print Name

**COPY**

## Jeana Hyde

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**From:** Wendy Peacock <wendy.peacock@covington-newton911.com>  
**Sent:** Friday, November 22, 2019 1:55 PM  
**To:** Jeana Hyde  
**Subject:** Statewide Mutual Agreement  
**Attachments:** Statewide Mutual Aid Agreement 2020-1.docx

Hello!

Per our conversation, attached you will find the Statewide Mutual Aid and Assistance Agreement that is due for renewal. This is a renewal that takes place every 4 years. It is an agreement that states that other counties/cities/agencies will help Mansfield in time of need and Mansfield will return the assistance when needed. This also keeps up eligible for reimbursement during a Presidential Declaration. Please let me know if you have any questions.

Thank you!! 😊

Wendy Peacock  
Covington-Newton Emergency Management Agency  
8134 Geiger Street  
Covington, GA 30014  
770-784-2127

**MEMORANDUM OF AGREEMENT**  
**MANSFIELD Comprehensive Plan**

**COPY**

This Agreement made and entered into by and between the Northeast Georgia Regional Commission (hereinafter "NEGRC") and The City of Mansfield, Georgia (hereinafter "LOCAL GOVERNMENT").

Witnesseth:

The LOCAL GOVERNMENT agrees to engage the NEGRC and the NEGRC hereby agrees to develop a comprehensive plan for the LOCAL GOVERNMENT as described below:

1. **Term:** The term of this Agreement shall commence upon execution and shall continue until March 31, 2021.
2. **Project Overview:** The Georgia Planning Act of 1989 establishes the State of Georgia's "essential public interest in promoting, developing, sustaining, and assisting coordinated and comprehensive planning by all levels of government." The Georgia Department of Community Affairs (DCA) publishes rules regulating the development of comprehensive plans for all counties and municipalities. The NEGRC, on behalf of in coordination with the LOCAL GOVERNMENT, will develop a comprehensive plan that meets the Minimum Standards and Procedures for Local Comprehensive Planning.
3. **Scope of Work:**
  - a. **LOCAL GOVERNMENT Responsibilities:**
    - i. Promptly furnish to the NEGRC data and information requested by the NEGRC that is needed for rendering of services herein. The LOCAL GOVERNMENT shall provide to the NEGRC all such information as is available to the LOCAL GOVERNMENT and the LOCAL GOVERNMENT's consultants and contractors, and the NEGRC shall be entitled to rely upon the accuracy and completeness thereof.
    - ii. When applicable, appoint relevant staff, officials, residents, and others to participate in activities related to the COMPREHENSIVE PLAN, including the steering committee or any subcommittee thereof.
    - iii. Designate a person (or persons) to act as the LOCAL GOVERNMENT's representative(s) with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define the LOCAL GOVERNMENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to the NEGRC's services.
    - iv. Respond to inquiries by NEGRC staff regarding the COMPREHENSIVE PLAN in a timely manner, not to exceed five (5) business days.
    - v. Execute applicable documents regarding the COMPREHENSIVE PLAN.
    - vi. Provide adequate meeting space, as requested by the NEGRC, and arrange for publication of all required advertisements.
    - vii. Perform all Activities assigned to the LOCAL GOVERNMENT as outlined in the project implementation schedule, included as **ATTACHMENT A**.
  - b. **NEGRC Responsibilities:**
    - i. When applicable, facilitate activities of the steering committee or any subcommittee thereof.
    - ii. Designate a person (or persons) to act as the NEGRC's representative(s) with respect to the services to be rendered under this Agreement. Such person(s) shall serve as the primary contact to transmit instructions and receive information pertinent to this Agreement and, with oversight from the Director of Planning & Government Services, shall have the authority to interpret and define the NEGRC's policies and decisions with respect to materials, equipment, elements and systems pertinent to this Agreement.
    - iii. Respond to inquiries by the LOCAL GOVERNMENT regarding the COMPREHENSIVE PLAN in a timely manner, not to exceed five (5) business days.
    - iv. Assist the LOCAL GOVERNMENT with compliance with any and all procedural requirements related to the COMPREHENSIVE PLAN, including provision of template language for meeting advertisements, transmittal letters, adopting resolutions, etc., where available.
    - v. Perform all Activities assigned to the NEGRC as outlined in the project implementation schedule, included as **ATTACHMENT A**.
4. **Compensation:** The LOCAL GOVERNMENT agrees to pay the NEGRC a fee of \$2,000.00 for providing the services described herein. The NEGRC will invoice the LOCAL GOVERNMENT for services rendered by June 30th of each year during which the project is active. A final invoice will be issued at project completion. Payment is expected within 30 days of each invoice.

5. **Changes in the work:** Changes to the work shall be authorized in writing by the Chief Elected Official, be accepted by the NEGRC, and describe, as applicable, the revised scope of work, specifications, schedule, deliverables, and compensation. The provisions of this Agreement shall apply to all such revisions.
6. **Ownership of Work Product:** Unless stated otherwise in work orders or writings, after payment in full of the NEGRC's compensation, the LOCAL GOVERNMENT shall be assumed to own all work products developed herein. The NEGRC retains the right to include work product as part its portfolio.
7. **Termination:** This Agreement may be terminated by either party at any time by written notice at least thirty (30) days in advance of the desired termination date. Upon termination, the LOCAL GOVERNMENT shall pay the NEGRC for all reasonable time and expenses incurred to date whereupon the NEGRC shall furnish to the LOCAL GOVERNMENT all work products completed to date.
8. **Severability and Reformation:** Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
9. **Agreement:** This Agreement, including any applicable Attachment(s), constitutes the entire Agreement between the parties and supersedes all prior written and oral understandings between them. This Agreement may not be amended in any respect other than by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date written.

*Acting for and on behalf of:*  
 Northeast Georgia Regional Commission  
 305 Research Drive  
 Athens, Georgia 30605-2795

*Acting for and on behalf of:*  
 City of Mansfield  
 3146 State Hwy 11  
 Mansfield, Georgia 30055

\_\_\_\_\_  
 Burke Walker, Executive Director  
 Northeast Georgia Regional Commission

  
 \_\_\_\_\_  
 G.W. Davis, Mayor  
 City of Mansfield

Date: \_\_\_\_\_

Date: 12/9/2019

\_\_\_\_\_  
 Billy Pittard, Chairperson  
 Northeast Georgia Regional Commission

Date: \_\_\_\_\_

**COPY**



## ATTACHMENT A

### INTENDED PROJECT SCHEDULE MANSFIELD Comprehensive Plan

The following project implementation schedule is provided as a general guide. Tasks will be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required elsewhere in this memorandum. All services required herein shall be completed on or before December 31, 2020.

Activity	Timeframe
NEGRC facilitates Public Hearings and Input Meetings (two formal public hearings and two or three input meetings, depending on need)	February 2020-September 2020
NEGRC drafts Comprehensive Plan Update	April 2020-August 2020
LOCAL GOVERNMENT reviews and provides feedback on Comprehensive Plan Update to NEGRC staff	July 2020-August 2020
NEGRC finalizes Comprehensive Plan Update	August 2020-September 2020
LOCAL GOVERNMENT provides transmittal letter to begin review process	October 2020
NEGRC revises Comprehensive Plan Update per DCA comments (if necessary)	November 2020
LOCAL GOVERNMENT passes Comprehensive Plan Update adoption resolution	December 2020-January 2021
Project Completion & Closeout	February 2021-March 2021

November 15, 2019

The Honorable G.W. Davis Jr.  
P.O. Box 35  
Mansfield, GA 30055

Dear Mayor Davis:

I am in receipt of the City's written request of October 22, 2019 for NEGRC assistance in developing an update to the City of Mansfield's comprehensive plan. The City's deadline for completing the update is February, 2021.

This request falls under our Planning and Government Services Division (PGS) under the direction of Eva Kennedy. The project, more specifically, is assigned to John Devine, NEGRC Principal Planner, who will be in contact with the City to begin this effort. While a "basic plan" can be developed for no fee to the City, the required, additional land-use element will require a fee of \$2,000. Attached you will find a Memorandum of Agreement for the project. If acceptable, please sign and return that document at your earliest convenience.

As always, it is a pleasure to assist the City of Mansfield through this office. Please call if we can be of further assistance.

Sincerely,



Burke Walker  
Executive Director

BW/EK:jab

c. Eva Kennedy, NEGRC

*Mailed 12/17/19*  
*AW*

ORDINANCE GRANTING FRANCHISE

To

SNAPPING SHOALS EMC

By

CITY OF MANSFIELD

On

DEC 9, 2019

**COPY**

The within franchise accepted on

\_\_\_\_\_, 2019.

SNAPPING SHOALS EMC

By: \_\_\_\_\_  
President

ORDINANCE GRANTING PERMISSION AND CONSENT to Snapping Shoals EMC, a Georgia corporation, and its successors, lessees, and assigns (hereinafter referred to collectively as the "Company") to occupy the streets and public places of the City of Mansfield, Georgia, a municipality and political subdivision of the State of Georgia (hereinafter referred to as the "City"), in constructing, maintaining, operating, and extending poles, lines, cables, equipment, and other apparatus for transmitting and distributing electricity and for other purposes.

SECTION I. Be it ordained by the governing authority of the City that the authority, right, permission, and consent are hereby granted to the Company, for a period of thirty (30) years from the date of the Company's acceptance hereof, to occupy and use the streets, alleys, and public places of the City within the present and future corporate limits of the City as from time to time the Company may deem proper or necessary for the overhead or underground construction, maintenance, operation, and extension of poles, towers, lines, wires, cables, conduits, insulators, transformers, appliances, equipment, connections, and other apparatus (hereinafter referred to collectively as the "Company's Facilities") for the business and purpose of transmitting, conveying, conducting, using, supplying, and distributing electricity for light, heat, power, and other purposes for which electric current may be or become useful or practicable for public or private use, and to re-enter upon such streets, alleys, and public places from time to time as the Company may deem proper or necessary to perform these functions, and to cut and trim trees and shrubbery when and where necessary, in the judgment of the Company, to insure safe and efficient service.

SECTION II. Be it further ordained that the rights, permission, and consents herein contained are granted for the following considerations and upon the following terms and conditions:

1. The Company shall pay into the treasury of the City on a quarterly basis no later than thirty (30) days after the last day of March, June, September and December throughout the term of this Agreement a sum of money equal to four percent (4%) of the gross sales of electric energy to customers served under residential, commercial, and industrial rate schedules within the corporate limits of the City. The Company shall implement the franchise fee within forty-five days from the date of acceptance of the Franchise. If any payment required by this Agreement is not actually received by the City on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month. Upon agreement of the Parties, Company may pay franchise fee by electronic funds transfer and in such event, City agrees to provide to Company bank routing & account information for such purpose upon request of Company. No acceptance of any payment by the City shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the City may have for further or additional sums under this Agreement. The City may conduct an audit to ensure payments have been made in accordance with the Agreement and the audit period will be limited to three (3) years preceding the end of the quarter of the most recent payment.

2. The amount, if any, of any tax, fee, charge, or imposition of any kind required, demanded, or exacted by the City on any account, other than ad valorem taxes on property, shall operate to reduce to that extent the amount due from the percentage of gross sales provided for in paragraph 1 of this Section II.

3. The Company shall fully protect, indemnify, and save harmless the City from all damages to persons or property caused by the construction, maintenance, operation, or extension of the Company's Facilities, or conditions of streets, alleys, or public places resulting therefrom, for which the City would otherwise be liable.

4. The Company shall, in constructing, maintaining, operating, and extending the Company's Facilities, submit and be subject to all reasonable exercises of the police power by the City. Nothing contained herein, however, shall require the Company to surrender or limit its property rights created hereby without due process of law, including adequate compensation, for any other purpose at the instance of the City or for any purpose at the instance of any other entity, private or governmental.

5. For purposes of paragraph 6 of this Section II, the term "Distribution Facilities" means poles, lines, wires, cables, conductors, insulators, transformers, appliances, equipment, connections, and other apparatus installed by or on behalf of the Company (whether before or after the adoption of this ordinance) in the streets, alleys, or public places of the City for the purpose of distributing electricity within the present and future corporate limits of the City. Distribution Facilities do not include any of the following: (i) electric transmission lines with a design operating voltage of 46 kilovolts or greater (hereinafter referred to as "Transmission Lines"); (ii) poles, towers, frames, or other supporting structures for Transmission Lines (hereinafter referred to as "Transmission Structures"); (iii) Transmission Lines and related wires, cables, conductors, insulators, or other apparatus attached to Transmission Structures; (iv) lines, wires, cables, or conductors installed in concrete-encased ductwork; or (v) network underground facilities.

6. In the event that the City or any other entity acting on behalf of the City requests or demands that the Company relocate any Distribution Facilities from their then-current locations within the streets, alleys, and public places of the City in connection with a public project or improvement to secure the public health and welfare or is otherwise required by the City in the exercise of a government function, then the Company shall relocate, at its expense, the Distribution Facilities affected by such project or improvement. The Company's obligations under this paragraph 6 shall apply without regard to whether the Company has acquired, or claims to have acquired, an easement or other property right with respect to such Distribution Facilities and shall not affect the amounts paid or to be paid to the City under the provisions of paragraph 1 of this Section II. Notwithstanding the foregoing provisions of this paragraph 6, the Company shall not be obligated to relocate, at its expense, any of the following: (i) Distribution Facilities that are located on private property at the time relocation is requested or demanded; (ii) Distribution Facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) Distribution Facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

7. The City and the Company recognize that both parties benefit from economic development within the City. Accordingly, when it is necessary to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) within the City, the City and the Company shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, the City and the Company shall communicate in a timely fashion to coordinate projects included in the City's five-year capital improvement plan, the City's short-term work program, or the City's annual budget in an effort to minimize relocation of the Company's Facilities. Such communication may include, but is not limited to, (i) both parties' participation in the Georgia Utilities Coordinating Council, Inc. (or any successor organization) or a local utilities coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any successor to such system mutually acceptable to both parties).

SECTION III. Be it further ordained that nothing contained in this ordinance shall limit or restrict the right of customers within the corporate limits of the City to select an electric supplier as may hereafter be provided by law.

SECTION IV. Be it further ordained that from time to time after the approval of this ordinance, the Company and the City may enter into such additional agreements as the Company and the City deem reasonable and appropriate; provided, however, that such agreements shall not be inconsistent with the terms and conditions of the franchise granted in this ordinance, shall not extend beyond the term of the franchise, and shall be enforceable separate and apart from the franchise.

SECTION V. Be it further ordained that the Company shall, within thirty (30) days from the approval of this ordinance, file the Company's written acceptance of the franchise granted in this ordinance with the Clerk of the City, so as to form a contract between the Company and the City.

SECTION VI. Be it further ordained that upon such acceptance all agreements that may exist between the Company and the City with respect to the Company's use of the City's streets, alleys, and public places the provisions of this Franchise shall be controlling.

Adopted by the City Council of the City of Mansfield, Georgia, at a meeting held on

DEC 9, 2019.

Approved: DEC 9, 2019.

  
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Mayor  
GW DAVIS JR

**COPY**

I, JEANA T HYDE, Clerk of the City of Mansfield, Georgia, hereby certify that I was present at the meeting of the City Council of the City of Mansfield, Georgia, held on DEC 9, 2019, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the City Council of the City of Mansfield, Georgia, at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the City of Mansfield, County of Newton, State of Georgia, this 9 day of DECEMBER, 2019.



Jeana T. Hyde Clerk  
JEANA T HYDE

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