

The City of Snellville
2342 Oak Road
Snellville, Georgia 30078
(770) 985-3500 • FAX (770) 985-3525



AGENDA

WORK SESSION
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, FEBRUARY 12, 2024

Publication Date: February 8, 2024

TIME: 6:30 p.m.

DATE: February 12, 2024

PLACE: City Hall Conference Room 145

I. CALL TO ORDER

II. REVIEW REGULAR BUSINESS MEETINGS AND PUBLIC HEARING AGENDA ITEMS

III. REVIEW CORRESPONDENCE

IV. CITY ATTORNEY'S REPORT

V. DISCUSSION ITEMS

- a) Update of Ongoing Projects [Bender]
- b) Discussion of Stormwater Rate Proposal [Bender]
- c) Discussion about an Urban Camping Ordinance [Bender]
- d) Discussion About Vehicle Noise in the City Limits [Carter]

VI. EXECUTIVE SESSION

An Executive Session may be called:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

VII. ADJOURNMENT

The City of Snellville
2342 Oak Road
Snellville, Georgia 30078
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AGENDA

**PUBLIC HEARING & REGULAR BUSINESS MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, FEBRUARY 12, 2024**

Publication Date: February 8, 2024

TIME: 7:30 p.m.
DATE: February 12, 2024
PLACE: Council Chambers

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE TO THE FLAG**
- IV. CEREMONIAL MATTERS**
 - a) PRO 2024-02 – Go Red Heart Health
 - b) PRO 2024-03 – Celebrating the Life of Patricia A. Sims
 - c) Recognition of the City of Civility Designation
- V. MINUTES**

Approve the Minutes of the January 22, 2024 Meetings
- VI. INVITED GUESTS**
- VII. COMMITTEE / DEPARTMENT REPORTS**
- VIII. APPROVAL OF THE AGENDA**
- IX. PUBLIC HEARING**
 - a) 1st Reading – RES 2024-06 – Adoption of the 2045 Comprehensive Plan
- X. CONSENT AGENDA (Please see *Note)**
- XI. OLD BUSINESS**

XII. NEW BUSINESS

- a) Consideration and Action on Approval of the Statewide Mutual Aid and Assistance Agreement [Bender]
- b) Consideration and Action on Surplus of the Two 2008 Ford E350 Senior Center Buses [Bender]
- c) 1st Reading – Consideration and Action on ORD 2024-01 – Urban Camping [Bender]
- d) Consideration and Action on Approval of Change Order No. 2 to the Intergovernmental Agreement for the 2014 Special Purpose Local Option Sales Tax (Splost) to Fund Tree Lane Subproject [Bender]

XIII. COUNCIL REPORTS

XIV. MAYOR'S REPORT

XV. PUBLIC COMMENTS

• Section 2-53

Each member of the public who wishes to address the Mayor and City Council in public session must submit their name, address and the topic (be as specific as possible) of their comments to the City Clerk prior to making such comments. Individuals will be allotted five minutes to make their comments and such comments must be limited to the chosen topic. Members of the public shall not make inappropriate or offensive comments at a City Council meeting and are expected to comply with our adopted rules of decorum.

• Decorum

You must conduct yourself in a professional and respectful manner. All remarks should be directed to the Chairman and not to individual Council Members, staff or citizens in attendance. Personal remarks are inappropriate.

XVI. EXECUTIVE SESSION

An Executive Session may be called:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

XVII. ADJOURNMENT

***Note: Items on the Consent Agenda may be read by title only. Upon the request of any Council Member, any item may be removed from the Consent Agenda and placed on the Regular Agenda prior to the adoption of the Regular Agenda. The Consent Agenda, or the remainder thereof omitting the challenged items, shall be adopted by unanimous consent.**

CITY OF SNELLVILLE
MEETINGS AND LOCAL EVENTS
FEBRUARY 12, 2024

February 12

Council Meeting

Monday, February 12, 2024

6:30 pm Work Session – Conference Room 145, City Hall

7:30 pm Meeting - Council Chambers, City Hall

February 13

Board of Appeals Meeting - CANCELED

Tuesday, February 13, 2024

7:30 pm – Council Chambers, City Hall

February 15

DAD & URA Joint Meeting

Thursday, February 15, 2024

4:00 pm – City Hall Room 259, Second Floor

February 17

Extended Farmers' Market

Saturday, February 17, 2024

9:00 am to 12:00 pm

City Hall Parking Lot

February 18

Broadcast of 02/12/2024 Council Meeting

Sunday, February 18, 2024

Watch the broadcast of the 02/12/2024 Council Meeting on Comcast Channel 25 at 6:30 pm

February 21

DDA Meeting

Wednesday, February 21, 2024

4:00 pm – City Hall Room 259, Second Floor

February 26

Council Meeting

Monday, February 26, 2024

6:30 pm Work Session – Conference Room 145, City Hall

7:30 pm Meeting - Council Chambers, City Hall



CITY OF SNELLVILLE

Proclamation

PRO 2024-02
GO RED FOR WOMEN:
AMERICAN HEART MONTH

WHEREAS, Cardiovascular disease kills more women than all forms of cancer combined and yet only 44% of women recognize that cardiovascular disease is their greatest health threat; and

WHEREAS, The American Heart Association’s Go Red for Women movement was launched in 2004 with the goal of raising awareness and fighting a woman’s greatest health threat — cardiovascular disease. Today, Go Red for Women not only advocates for the health of all women, funds lifesaving research and educates women across the United States and around the world but is committed to removing the unique barriers women face to experiencing better health and well-being.

WHEREAS, with the knowledge that 80 percent of cardiac events can be prevented with education and lifestyle changes, Go Red aims to encourage all women to make a commitment to take charge of their own heart health as well as those they can’t bear to live without; and

WHEREAS, as part of the American Heart Association’s initiative to raise awareness of cardiovascular disease the month of February is recognized as American Heart Month and the first Friday in February has been recognized as National Wear Red Day to encourage women to Go Red by wearing red, living a healthy lifestyle, and spreading awareness of heart disease to other women; and

WHEREAS, to raise awareness of an often-overlooked facet of heart health February 22nd is observed as Heart Valve Disease Awareness Day to increase recognition of the specific risks and symptoms of heart valve disease, improve detection and treatment, and save lives.

NOW, THEREFORE, I, Barbara Bender, Mayor of the City of Snellville, Where Everybody’s Proud to be Somebody, do hereby join with the City Council and the Citizens of Snellville to proclaim the month of February as **GO RED FOR WOMEN: AMERICAN HEART MONTH** and encourage residents to participate in Heart Valve Disease Awareness Day and to Go Red to raise awareness for heart disease and the steps we can all take to prevent it.

Proclaimed this 12th day of February 2024.



Barbara Bender, Mayor

Tod Warner, Mayor Pro Tem

Norman A. Carter Jr., Council Member

Kerry Hetherington, Council Member

Cristy Lenski, Council Member

Gretchen Schulz, Council Member

ATTEST:

Melisa Arnold, City Clerk



CITY OF SNELLVILLE

Proclamation

PRO 2024-03

CELEBRATING THE LIFE OF PATRICIA ANN VORES SIMS

July 30, 1944 - January 20, 2024

- Whereas, it is with profound respect and gratitude that we honor the memory and legacy of Patricia Ann Vores Sims, known affectionately as Pat Sims, a devoted community servant and advocate;
Whereas, Pat Sims, was born on July 30, 1944, in Leavenworth, Kansas, and was raised in a family deeply committed to service, as her father served as a lawyer in the US Army under the Judge Advocate General Corps;
Whereas, after graduating from Butler High School in Butler, Missouri in 1962, Pat Sims worked as a PBX operator in Kansas City before joining the United States Air Force in 1963, where she dutifully served her country until her honorable discharge in 1968;
Whereas, Pat Sims met her beloved husband, Mr. Truitt Sims, Jr., in Cheyenne, Wyoming; they were happily married for 54 years.
Whereas, following her military service, Pat Sims continued her career as a PBX operator at Emory University in Atlanta through 1972; she later worked for the United States Post Office for over 12 years until her medical retirement in 1998;
Whereas, beyond her professional endeavors, Pat Sims embodied the spirit of community service, dedicating her time and energy as a volunteer at the Southeast Gwinnett Cooperative Ministry, where she touched countless lives with her kindness, consultation and compassion;
Whereas, Pat Sims was a trailblazer and founding member of the Snellville Flag Day, giving homage to "Ole Glory," which later evolved into Gwinnett Flag Day, a testament to her unwavering patriotism and commitment to honoring the American flag;
Whereas, throughout her life, Pat Sims promoted peace and harmony in local elections, serving as a trusted advisor and advocate for a fair and just democratic process; she was active in the Tea Party movement, the North Atlanta Women's Republican Party, and the Gwinnett Republican Party.

NOW, THEREFORE, BE IT PROCLAIMED that I, Barbara Bender, Mayor of the City of Snellville, Georgia, Where Everybody's PROUD to be Somebody, do hereby join with our City Council and the Citizens of Snellville to recognize and to celebrate the life of Patricia Ann Sims, whose selfless dedication to her country, community, and fellow citizens shall forever inspire us all.

Proclaimed this ___ day of ___, 2024.



ATTEST:

Melisa Arnold, City Clerk

Barbara Bender, Mayor

Tod Warner, Mayor Pro Tem

Norman A. Carter, Council Member

Kerry Hetherington, Council Member

Cristy Lenski Council Member

Gretchen Schulz, Council Member



WORK SESSION
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, JANUARY 22, 2024

Present: Mayor Barbara Bender, Mayor Pro Tem Tod Warner, Council Members Norman A. Carter Jr., Kerry Hetherington, Cristy Lenski, and Gretchen Schulz. Also present City Manager Matthew Pepper, City Attorney Chuck Ross with Powell and Edwards Attorneys at Law, Captain John Tainter, Public Information Officer Brian Arrington, Interim Public Works Director David Mitchell and City Clerk Melisa Arnold.

CALL TO ORDER

Mayor Bender called the meeting to order at 6:30 p.m.

REVIEW REGULAR BUSINESS MEETINGS AND PUBLIC HEARING AGENDA ITEMS

During review of the agenda, Attorney Ross asked to amend the agenda to add a resolution (RES 2024-05) to extend the current moratorium on CBD stores to allow more time to research the changes that may need to be made to the Unified Development Ordinance. City Manager Pepper asked about amending the agenda to add a resolution that is needed for the GTIB grant application for the intersection of North Road and Wisteria Drive. (RES 2024-04) Consensus by Mayor and Council was to amend the agenda to add both of the resolutions.

REVIEW CORRESPONDENCE

None

CITY ATTORNEY'S REPORT

None

DISCUSSION ITEMS

The Grove Signage Update by Michael Kidd with Root Design [Bender]

Michael Kidd reviewed an updated design for the "The Grove" sign in the tree save area of the Towne Center. He suggested the sign be aluminum with white acrylic fronts so it can be lit from the inside. Mr. Kidd then showed an example of a vine covered arbor that was being considered for the Grove. Consensus was to move forward with budget ideas for both projects.

Discussion was held about ideas to help the Towne Green that is used by STAT and the Farmer's Market. Consensus was to try grass pavers in the area where vehicles enter and exit the green to see if it would hold up over time and use.

Update of Ongoing Projects [Bender]

City Manager Pepper reviewed several of the ongoing projects.

City of Snellville Administration Department

WORK SESSION OF MAYOR AND COUNCIL
MONDAY, JANUARY 22, 2024
PAGE TWO

EXECUTIVE SESSION

None

ADJOURNMENT

Council Member Schulz made a motion to adjourn, 2nd by Council Member Carter; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 7:20 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk



HERE



PUBLIC HEARING & REGULAR BUSINESS MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, JANUARY 22, 2024

Present: Mayor Barbara Bender, Mayor Pro Tem Tod Warner, Council Members Norman A. Carter Jr., Kerry Hetherington, Cristy Lenski, and Gretchen Schulz. Also present City Manager Matthew Pepper, City Attorney Chuck Ross with Powell and Edwards Attorneys at Law, Captain John Tainter, Public Information Officer Brian Arrington, IT Administration Erika Fleeman and City Clerk Melisa Arnold.

CALL TO ORDER

Mayor Bender called the meeting to order at 7:32 p.m.

INVOCATION

Mike Sabbagh gave the invocation.

PLEDGE TO THE FLAG

Council Member Schulz led the Pledge of Allegiance.

CEREMONIAL MATTERS

None

MINUTES

Approve the Minutes of the January 8, 2024 Meetings and the January 10, 2024 Special Called Work Session

Council Member Schulz made a motion to approve the minutes of the January 8, 2024 Meetings and the January 10, 2024 Special Called Work Session, 2nd by Council Member Carter; voted 6 in favor and 0 opposed, motion approved.

INVITED GUESTS

Derek Cooper Radon Educator, University of Georgia | College of Family & Consumer Sciences to Provide Information on Radon Testing Available from the Libraries

Mr. Cooper talked about the negative effects of radon and explained the radon detection device that is available for checkout at all public libraries in the State of Georgia.

COMMITTEE / DEPARTMENT REPORTS

None

APPROVAL OF THE AGENDA

Council Member Lenski made a motion to approve the agenda with two additions, New Business item “b” Consideration and Action on Approval of RES 2024-05 – Extension of the Moratorium of CBD Stores and New Business item “c” Consideration and Action on RES 2024-04 - Provide the Local Funding for a Georgia Transportation Infrastructure Bank (GTIB) Grant Application for North Road at Wisteria Drive Intersection Improvements, 2nd by Council Member Hetherington; voted 6 in favor and 0 opposed, motion approved.

PUBLIC HEARING

None

CONSENT AGENDA

None

OLD BUSINESS

None

NEW BUSINESS

Consideration and Action Approval of the 2024 Snellville Tourism and Trade (STAT) Contract [Bender]

Council Member Schulz made a motion to approve the 2024 STAT contract, 2nd by Mayor Pro Tem Warner.

Mayor Bender explained this is the annual contract that sets out the terms for the Snellville Tourism and Trade Association.

The motion was voted 6 in favor and 0 opposed, motion approved.

Consideration and Action on Approval of RES 2024-05 – Extension of the Moratorium of CBD Stores

Mayor Bender explained this is an extension of the current moratorium in place that allows the City more time for research to update the Unified Development Ordinance (UDO).

Council Member Lenski made a motion to approve RES 2024-05, 2nd by Council Member Carter; voted 6 in favor and 0 opposed, motion approved. (A copy of RES 2024-05 is attached to and made a part of these minutes.)

Consideration and Action on RES 2024-04 - Provide the Local Funding for a Georgia Transportation Infrastructure Bank (GTIB) Grant Application North Road at Wisteria Drive Intersection Improvements

Mayor Bender explained the City has applied for this grant the last two years but did not get it. The program has been restructured to a grant/loan program and this resolution is needed for the application.

Council Member Lenski made a motion to approve RES 2024-04, 2nd by Mayor Pro Tem Warner; voted 6 in favor and 0 opposed, motion approved. (A copy of RES 2024-04 is attached to and made a part of these minutes.)

PUBLIC HEARING & REGULAR BUSINESS OF MAYOR AND COUNCIL
MONDAY, JANUARY 22, 2024
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COUNCIL REPORTS

Council Members Carter, Hetherington, Lenski, Schulz, and Mayor Pro Tem Warner each gave a report.

MAYOR'S REPORT

Mayor Bender gave a report.

PUBLIC COMMENTS

The following people spoke:

Stephanie McDonald, 1957 Tanglewood Drive, Snellville.

Mike Sabbagh, 1600 Summit View Way, Snellville.

Kurt Schulz, 2027 Tanglewood Drive, Snellville.

Kelly McAloon, 2916 Overwood Lane, Snellville.

EXECUTIVE SESSION

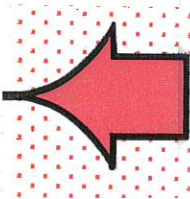
None

ADJOURNMENT

Council Member Lenski made a motion to adjourn, 2nd by Council Member Hetherington; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 8:08 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk





Agenda Item Summary

TO: The Mayor and Council

FROM: Jason Thompson, Director
Department of Planning and Development

DATE: February 12, 2024

RE: Resolution to Adopt the Snellville 2045 Comprehensive Plan

STATUS: 1ST Reading

This is the five (5) year update to the Snellville 2040 Comprehensive Plan, adopted February 2019 and a requirement to maintain qualified local government status and eligibility for state funding.

The 2045 Comprehensive Plan process began in July 2023 and involved community engagement, research on existing conditions, strategy development, and coordination with elected officials, Community Task Force members, City departments and partner organizations. Draft elements were posted to the Snellville 2045 project website (<https://www.snellville2045.org/>) for review throughout the process and feedback was incorporated into the final draft.

The draft plan was transmitted to the Atlanta Regional Commission (ARC) and Georgia Department of Community Affairs (DCA) for regional review and comments. Comments have been addressed with the final draft plan having been submitted to the ARC for final review and approval.

The plan does not make any zoning map changes to the Official Zoning Map for the City of Snellville; however, the plan does include 11 updates to the February 2019 adopted 2040 Future Land Use Map as shown in Exhibit "A".

Planning Department

Recommendation: Approval

Planning Commission Meeting and

Recommendation: January 23, 2024 (Approval)

Action Requested: Consideration and Waive the 1st Reading for 2nd Reading and Public Hearing on February 26, 2024

Draft Adoption Resolution: **Attached**

**February 2024 *Draft* Snellville
2045 Comprehensive Plan:** **See project website**

**February 2024 Draft Technical
Addendum:** **See project website**

Snellville 2045 Plan Project Website: <https://www.snellville2045.org/>

EXHIBIT "A"

FUTURE LAND USE MAP AMENDMENTS

CITY OF SNELLVILLE, GEORGIA

Included on the Snellville 2045 Comprehensive Plan Future Land Use Map (Page 69 of the plan) and
Approved Following the February 11, 2019 Adoption of the Snellville 2040 Comprehensive Plan

LUP CASE NO.	APPROVAL DATE	FROM	TO	PROJECT
19-01	Jun 10, 2019	Park-Recreation	Low-Density Residential	257-Lot SFR 55+ Summit Chase
19-02	Jan 27, 2020	Office-Professional	Low-Density Residential	SFR Dwelling 2258 Scenic Drive
20-02	Feb 22, 2021	Office-Professional and Commercial-Retail	Office-Professional and Commercial-Retail	5.08 Acres 2752 W Main St
20-03	Apr 26, 2021	Office-Professional and Low-Density Residential	Medium-Density Residential	90-Unit Townhomes 2465 Scenic Hwy S
21-02	Apr 26, 2021	Park-Recreation	Low-Density Residential	21-Lot SFR 55+ Summit Chase
21-04	Apr 26, 2021	n/a (annexation)	Office-Professional	2.7 Acres TOMCO2 Tract
21-05	Nov 8, 2021	n/a (annexation)	Commercial-Retail	8.9 Acres Scenic Pointe
22-01	Aug 22, 2022	Commercial-Retail	Hwy 78 East Activity Center/Node	41.6-Acres Hwy 78 and Rosebud Rd
22-03	Jun 13, 2022	Commercial-Retail and Public-Civic	Public-Civic and Medium-Density Residential	Manor Lake Assisted Living
22-06	Aug 22, 2022	Medium-Density Residential	Low-Density Residential	25 Acres on Rockdale Cir
23-01	Feb 27, 2023	Low-Density Residential	North Road Redevelopment Area	Toney Financial 2154 North Rd

CITY OF SNELLVILLE, GEORGIA

A large, stylized graphic of the word "Resolution" in a decorative, gothic-style font. The letter "R" is particularly ornate, with intricate flourishes that extend upwards and to the left.

RES 2024-06

ADOPTION RESOLUTION
SNELLVILLE 2045 COMPREHENSIVE PLAN

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and

WHEREAS, the Georgia Planning Act of 1989 authorizes local governments throughout the State to prepare Comprehensive Plans to be used in guiding their future growth and development; and

WHEREAS, the City of Snellville, Georgia is a member of the Atlanta Regional Commission, an agency created to provide regional planning and intergovernmental coordination among certain county and city governments in the metropolitan area of Atlanta, Georgia; and

WHEREAS, the preparation of the 5-year update to the February 11, 2019 adopted 2040 Comprehensive Plan for the City of Snellville, Georgia was initiated in the Summer of 2023 with the assistance of Jacobs Engineering Group, Inc. of Atlanta, Georgia; and

WHEREAS, the City conducted a public hearing on August 14, 2023 to brief the community on the process to be used to develop the Snellville 2045 Comprehensive Plan, opportunities for public participation in development of the plan, and obtain input on the proposed planning process; and

WHEREAS, the City employed a variety of community outreach efforts including posted website information, surveys, questionnaires, social media, public meeting announcements, and press releases to facilitate and encourage discussion and community input; and

WHEREAS, the plan was prepared by Jacobs Engineering Group, Inc. to cover the period through the year 2045 in accordance with the Standards and Procedures for Local Comprehensive Planning effective March 1, 2014 and established by the Georgia Planning Act of 1989; and

WHEREAS, the City conducted a public hearing at the November 28, 2023 regular meeting of the Planning Commission to present the draft transmittal plan and receive public comments, and

WHEREAS, the City conducted a public hearing at the December 11, 2023 regular meeting and public hearing of the Mayor and Council to present the draft transmittal plan, recommendations of the Planning Commission and receive public comments, and

WHEARAS, on December 11, 2023 the Mayor and Council approved transmittal of the Snellville 2045 Comprehensive Plan draft document to the Atlanta Regional Commission and the State of Georgia Department of Community Affairs for review in accordance with the procedures prescribed by state law; and

WHEREAS, the updated 2045 Comprehensive Plan has been presented at two duly advertised public hearings held on January 23, 2024 and February 26, 2024 at which the City of Snellville solicited community input; and

WHEREAS, the Mayor and City Council gratefully acknowledge the extensive community input that has been incorporated into the plan by stakeholders, residents, business owners and others that have been involved in the plan preparation process; and

WHEREAS, on [REDACTED] the Atlanta Regional Commission and the Georgia Department of Community Affairs completed the review and determined that the plan was in compliance with the Minimum Standards and Procedures for Local Comprehensive Planning; and,

WHEREAS, the Mayor and Council finds that the 2045 Comprehensive Plan furthers the purposes of promoting the health, safety, morals, convenience, order, prosperity, aesthetics and general welfare of the present and future residents of the City of Snellville and hereby has recommended approval.

NOW THEREFORE BE IT RESOLVED that the MAYOR AND COUNCIL OF THE CITY OF SNELLVILLE, GEORGIA does hereby adopt the Snellville 2045 Comprehensive Plan, inclusive of the Future Development Map and Future Land Use Map and such shall be effective upon its adoption.

SO RESOLVED AND EFFECTIVE, this 26th day of February, 2024.

Barbara Bender, Mayor

ATTEST:

Tod Warner, Mayor Pro Tem

Melisa Arnold, City Clerk

Norman A. Carter, Council Member

APPROVED AS TO FORM:

Kerry Hetherington, Council Member

W. Charles Ross, City Attorney
Powell & Edwards, P.C.

Cristy Lenski, Council Member

Gretchen Schulz, Council Member

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: Snellville

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, 2028. 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

Barbara Bender
Chief Executive Officer – Print Name



County/Municipality: Snellville

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

Matthew Pepper
Print Name

City Manager
Job Title/Position

Signature of Above Individual

Greg Perry
Print Name

Chief of Police
Job Title/Position

Signature of Above Individual

Melisa Arnold
Print Name

City Clerk
Job Title/Position

Melisa Arnold
Signature of Above Individual

Chief Executive Officer - Signature

Date: _____ / _____ / _____

Barbara Bender
Chief Executive Officer - Print Name



STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: Snellville

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, 2028. 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

Barbara Bender

Chief Executive Officer – Print Name



County/Municipality: Snellville

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

Matthew Pepper
Print Name

City Manager
Job Title/Position

Signature of Above Individual

Greg Perry
Print Name

Chief of Police
Job Title/Position

Signature of Above Individual

Melisa Arnold
Print Name

City Clerk
Job Title/Position

Melisa Arnold
Signature of Above Individual

Chief Executive Officer - Signature

Date: ____/____/____

Barbara Bender
Chief Executive Officer - Print Name





GWINNETT COUNTY
OFFICE OF EMERGENCY MANAGEMENT

800 Hi-Hope Road | Lawrenceville, GA 30043
(O) 770.513.5600 | (F) 770.513.5660
www.gwinnettcounty.com | www.gwinnettema.com

January 10, 2024

Dear City Manager,

The Georgia Emergency Management Act gives local governments the authority to make agreements for mutual aid assistance in emergencies, and through such agreements to ensure timely reimbursement of costs incurred by the local governments. The agreement establishes procedures and other ground rules for counties and cities that help one another during a disaster. Your city previously executed the Statewide Mutual Aid agreement in 2020 which now requires renewal. The current agreement expires on March 1, 2024. It is our objective to have all local governments execute the agreement to ensure timely reimbursement following a disaster.

The enclosed agreement is similar in scope to the previous version but has been updated by the Georgia Emergency Management Agency (GEMA). Two original documents are provided for signature and should be returned to our office once signed. They will then be forwarded to GEMA for execution and an original copy returned to you.

Please let me know if you have any questions regarding the Statewide Mutual Aid Agreement or if I can assist you in any other way.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Shaw".

Michael Shaw, Acting Director

Gwinnett County Office of Emergency Management

Agenda Item Summary



Date: February 12, 2024

Prepared by: Lisa A Platt, CPRP

Agenda item:

Consideration and Action on Surplus of City Parks & Recreation Vehicle(s)

1. 2008 Ford E350 Mini Bus – 1FD3E35S08DB51723
2. 2008 Ford E350 Mini Bus - 1FD3E35S98DB47914

Background:

Vehicle #1 is working but has multiple warning lights on that exceed the value of the vehicle to even problem solve. Vehicle #2 currently is mechanically working, but unreliable when in use. The City will dispose of these vehicle(s) by selling them on GovDeals.

Financial Impact:

There is a small cost to list the items on GovDeals, but that is recouped in the sale.

Recommendation:

Approve the surplus of these vehicle(s) for disposal.

Action requested:

Motion and affirmative vote to approve the listed vehicle(s) for surplus.

Attachments:

- None

CHANGE ORDER NO. 2 BETWEEN GWINNETT COUNTY
AND THE CITY OF SNELLVILLE REGARDING
THE 2014 SPLOST CITY-MANAGED SNELLVILLE PROJECT
(PROJECT # F-1070)

This Change Order (hereinafter referred to as “Change Order No. 2”), made by and between the City of Snellville, a municipal corporation chartered by the State of Georgia and headquartered at 2342 Oak Road, Snellville, Georgia 30078 (hereinafter referred to as “City”) and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter referred to as “County”) each of whom has been duly authorized to enter into this Change Order No. 2.

WITNESSETH

WHEREAS, the County and the City have previously entered into an agreement (hereinafter referred to as “Original Agreement”) regarding the Snellville Project funded by City of Snellville’s portion of the 2014 SPLOST (hereinafter referred to as “Project”); and

WHEREAS, the County and the City previously entered into Change Order No. 1 by adding a subproject for Tree Lane; and

WHEREAS, the parties to this Change Order No.2 are governmental units located within Gwinnett County, Georgia and authorized by law to enter into intergovernmental agreements; and

WHEREAS, the parties desire to supplement and amend the Original Agreement;

NOW, THEREFORE, the County and the City, in consideration of the mutual promises and agreements set forth herein, do agree as follows:

1. This Change Order amends the Original Agreement by adding an intersection improvement subproject for North Road at Wisteria Drive. Any remaining funds, net any and all further costs for the original subprojects as outlined in the Original Agreement, will be available for use in the new North Road at Wisteria Drive subproject. The total cost of the Project will not change.
2. Except as explicitly stated in Section 1 of this Change Order No.2, the project scope shall remain as stated in the Original Agreement and Change Order No. 1.
3. All notices pursuant to this agreement shall be served as follows: As to the County, Chairwoman, Gwinnett County Board of Commissioners, 75 Langley Drive, Lawrenceville, Georgia 30046. As to the City, Mayor, 2342 Oak Road, Snellville, Georgia 30078.

Except as herein supplemented, modified and amended, the Original Agreement dated 29th August, 2014 will remain in full force and effect and shall in all respects govern and control.

It is expressly agreed by the parties that this Change Order No. 2 is supplemental to the Original Agreement of 29th August, 2014, and all previous Agreements which are by reference made a part hereof. All terms, conditions, and provisions thereof unless specifically modified herein are to apply to this Change Order No. 2 and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 2024.

GWINNETT COUNTY, GEORGIA

CITY OF SNELLVILLE, GEORGIA

By: _____
NICOLE LOVE HENDRICKSON

By: _____
BARBARA BENDER

Title: CHAIRWOMAN

Title: MAYOR

ATTEST:

ATTEST:

By: _____

By: _____

Title: County Clerk/Deputy County Clerk (SEAL)

Title: City Clerk (SEAL)

APPROVED AS TO FORM:

Gwinnett County Staff Attorney