



**City of Walthourville Mayor and Council Meeting  
January 23, 2024 @ 6:00 PM  
Walthourville Police Department**

**Agenda**

***The Honorable Mayor Sarah B. Hayes, Presiding***

The Honorable Mitchell Boston  
The Honorable Bridgette Kelly

The Honorable Patrick Underwood  
The Honorable Luciria L. Lovette

The Honorable Robert Dodd

Luke R. Moses, City Attorney  
Fire Chief, Nicolas Maxwell  
Police Chief, Christopher Reed

- |      |                                   |                             |
|------|-----------------------------------|-----------------------------|
| I.   | Meeting Called to Order:          | <b>Mayor Sarah B. Hayes</b> |
| II.  | Roll Call:                        | <b>City Clerk</b>           |
| III. | Invocation                        | <b>Appointee</b>            |
| IV.  | Pledge of Allegiance:             | <b>In Unison</b>            |
| V.   | Adoption of City Council Agenda:  | <b>Councilmembers</b>       |
| VI.  | Adoption of City Council Minutes: | <b>Councilmembers</b>       |

**No Minutes from January 9, 2024, the meeting was cancelled due to inclement weather.**

- December 12, 2023----Regular Minutes
- December 12, 2023----Executive Session Minutes
- December 21, 2023—Special Called Meeting Minutes

- |       |                  |             |
|-------|------------------|-------------|
| VII.  | Presentation(s): | <b>None</b> |
| VIII. | Agenda Items:    |             |

**1. LEMA** **Mr. Thomas (Trip) W. Duke III**  
**Liberty County Emergency Management Agency (LEMA)**  
**Statewide Mutual Aid Agreement (SWMAA) MOU.**

**Recommendation:** For the Mayor and Council to approve/disapprove a Statewide Mutual Aid Agreement to ensure the City continues State support of resources from pre-existing agreements for mutual aid assistance in case of emergencies.

**2. City of Walthourville**

**Mayor and Council**

- Appointment of Mayor Pro Tem
- Appointment of City Attorney
- Appointment of Magistrate Court Judge
- Appointment of City Finance Officer
- Appointment of Department Heads

**3. City of Walthourville**

**Mayor and Council**

- Work Sessions Dates- To be determined.
- City Charter and Ordinance Review Date(s) To be determined.
- Walthourville’s 50<sup>th</sup> Anniversary Celebration To Be determined.

**IX. Department Reports**

**City of Walthourville Departments**

- Fire Department Chief Nicolas Maxwell
- Police Department Chief Christopher Reed
- Water Department Mr. Patrick Golphin
- Mayor’s Corner Mayor Sarah B. Hayes

**X. Citizens Comments**  
Three-minute limit (3 Minutes)

**Citizens**

**XI. Executive Session**

**None**

**XII. Adjournment**

**Councilmembers**

When an Executive Session is required, one will be called for the following issues:

- (1) Personnel (2) Real Estate or (3) Litigation**

City of Walthourville  
Mayor and Council Meeting Minutes  
December 12, 2023  
6:00 PM @ Walthourville Police Department

- I. Meeting Called to Order: The meeting was called to order at 6:00 PM by Mayor Larry D. Baker.

The motion to amend the agenda to allow Georgia Rural Water to conduct a Water Rate Analysis. The motion was made by Councilwoman Kelly and the second was made by Mayor Pro Tem Hayes. Vote: 3-0: Motion Carried.

- II. Roll Call: The roll was called by the City Clerk with the following members present:

Mayor Larry D. Baker  
Councilwoman Bridgtte Kelly

Mayor Pro Tem Sarah B. Hayes  
Councilwoman Luciria L. Lovette

Members Absent:

Councilman Charlie L. Anderson, Sr., and Councilman James Hendry.

The attendance of the Council constituted a quorum.

City Attorney Luke R. Moses was in attendance.

- III. Invocation: The invocation was given by Pastor Stewart of Victory Baptist Church.
- IV. Pledge of Allegiance was recited in unison.
- V. Adoption of City Council Agenda: The motion to approve the agenda was made by Councilwoman Lovette and the second was added by Mayor Pro Tem Hayes. Vote: 3-0: Motion Carried.
- VI. Adoption of City Council Minutes:

- November 14, 2023 Regular Meeting Minutes: The motion to approve was made by Mayor Pro Tem Hayes and the second was added by Councilwoman Kelly. Vote: 2-1: Motion Carried.

Members voting in favor: Mayor Pro Tem Hayes and Councilwoman Kelly.  
Member opposed: Councilwoman Lovette.

- November 27, 2023 Special Called Meeting Minutes: The motion to approve was made by Mayor Pro Tem Hayes and the second was added by Councilwoman Kelly. Vote: 2-1: Motion Carried.

Members voting in favor: Mayor Pro Tem Hayes and Councilwoman Kelly.  
Member opposed: Councilwoman Lovette.

VII. Presentation(s):

None

VIII. Agenda Items

1. LCPC

Mr. Jeff Ricketson

**Preliminary Plat.** For the Mayor and Council to approve/disapprove a preliminary plat request for Simcoe Investment Group (Mr. Charles Way) for, “The Hamlet Townhouses” (46 townhomes on Shaw Road). Mr. Ricketson stated at the end of 2019, the property was rezoned from R-2 to a PUD for 14 duplexes (28 units). In April of 2023, an amendment to the PUD was approved to change the project from duplexes to townhomes. The total gross area is 1, 470 square feet, the minimum lot width will be 20 feet, the building setback will be 30 feet. The front yard setback is 10 feet, the setback for Shaw Road will be 35 feet. These townhomes will be governed by a Homeowners Association. There will be 775 feet of new street dedicated to the City of Walthourville and utilities will consist of water, sewer and stormwater infrastructure. The motion to approve with LCPC Standard Conditions was made by Councilwoman Lovette and the second was added by Mayor Pro Tem Hayes.

LCPC Standard Conditions

1. The applicant must obtain all required local, state and federal licenses and permits prior to commencement of any construction.
2. All plans, documents, materials, and statements contained or implied in this application are considered a condition of this action.
- 3.No change or deviation from the conditions of approval are allowed without prior notification and approval of the Director of the LCPC or the Planning Commission, and the approving governmental authority.

Vote: 3-0: Motion Carried.

2. City of Walthourville

Major Anthony Hooker

Liberty County Sheriff’s Department MOU. For Mayor and Council to approve or disapprove the MOU for Liberty County Sheriff’s Department in conjunction with the City of Walthourville. This item was previously presented on the November 14, 2023 Agenda with no action taken due to the elected officials conducting research. The MOU allows for Liberty County to provide protection and aid to the City of Walthourville. In addition it provides detective service to the city as well as the Sheriff’s Department Canine Team. This agreement can be terminated by either party at any time in writing. The Sheriff’s Office will not bill the COW until the fourth consecutive day of providing total service. Councilwoman Kelly stated she still had questions about the agreement when she is paying taxes to Liberty County for this protection. Mayor Pro Tem Hayes stated she had a problem with the cost that is being charged to Walthourville. No action was taken.

3. City of Walthourville Ms. Shana T. Moss  
Agreement. City of Walthourville and the Georgia Municipal Association (GMA) for  
Telecommunications & Right of Way Management. This agreement will allow GMA  
to collect right of way fees from Fiber Optic Companies. The 2024 annual fee for  
Walthourville would be \$2,150.40, as indicated in Section 8c of the attached  
agreement. The 2024 annual program is based on \$0.56 per capita. Ms. Moss stated  
there has been several companies that have laid fiber optic line in the city and the city  
could have received revenue from these companies. She also stated the cost was based  
on the 2020 census. The city will receive funds quarterly from these companies. If legal  
issues arises, GMA's attorney's will be the legal representative for the city. The motion  
to approve was made by Mayor Pro Tem Hayes and the second was added by  
Councilwoman Kelly. Vote: 3-0: Motion Carried.

4. City of Walthourville (Amended Item) Ms. Shana T. Moss  
Georgia Rural Water Association. The city needs to undergo a Water Rate Analysis.  
The Mayor and Council tasked Ms. Moss with contacting Georgia Rural Water. GRW  
will conduct the rate study at no charge to the city. Upon the completion of the study,  
GRW will present their findings and recommendations to the Mayor and Council. The  
motion to approve as made by Councilwoman Kelly and the second was added by  
Mayor Pro Tem Hayes. Vote: 3-0: Motion Carried.

5. City of Walthourville Mayor Pro Tem Hayes  
Keep Liberty Beautiful (KLB). For the Mayor and Council to approve Bring One for  
the Chipper Proclamation. Dr. Karen Bell, Liberty County Executive Director and Mrs.  
Willa Lewis, Board Member were present. They thanked the City of Walthourville for  
their participation in KLB events and presented the Mayor and Council with a Bag.  
Mayor Pro Tem Hayes read the Proclamation designating January 6, 2024 as Bring One  
for the Chipper Day in the City of Walthourville. A photo op ensued with Mayor Baker,  
Mayor Pro Tem Hayes, Dr. Bell and Mrs. Lewis.

IX. City Reports Councilmembers/Department Heads

Fire Department Councilman Charlie L. Anderson, Sr.  
Fire Chief Nicolas Maxwell gave the report in the absence of Councilman Anderson.  
He gave the department's statistics and stated the Fire Department was progressing  
well.

Economic Development Mayor Pro Tem Hayes  
Stated she was appreciative for Dr. Bell and Mrs. Lewis to come out. She enjoys the  
relationship the city has with KLB. She referenced the Bring One for the Chipper  
Event. She also stated she would be looking into additional COVID/Flu Clinics for the  
city in 2024. Also on December 17, 2023 the Rivers Alive Cleanup will be conducted,  
everyone will meet at City Hall Parking Lot. This event will be held from 9:00 AM-  
1:00 PM.

Public Works  
No report, absent.

Councilman James Hendry

Water Department  
Reported that she had received no call of smelly water. Georgia Rural Water Association will be conducting the Water Rate Study at no cost.

Councilwoman Bridgette Kelly

Parks and Recreation  
Reported she did not have a report because of funding. Playground equipment is needed such as swings, basketball goals and water fountains.

Councilwoman Luciria L. Lovette

Police Department  
Major Anthony Hooker gave the department's statistics and stated the Police Department was doing well. The department distributed turkeys for Thanksgiving to citizens through private donations. He stated the department would be conducting their Citizens Academy in 2024.

Mayor Larry D. Baker

Office of the Mayor

Mayor Larry D. Baker

- X. Executive Session  
At 7:01 PM a motion to enter Executive Session for Litigation was by Councilwoman Lovette and the second was added by Councilwoman Kelly.  
Vote: 3-0: Motion Carried.

Attorney Luke R. Moses

At 7:05 PM the motion to exit Executive Session and re-enter Open Session was made by Councilwoman Kelly and the second was added by Mayor Pro Tem Hayes.

Vote: 3-0: Motion Carried.

- XI. Adjournment: At 7:06 PM the motion to adjourn was made by Councilwoman Kelly and the second was added by Mayor Pro Tem Hayes. Vote: 3-0: Motion Carried.

City of Walthourville  
Mayor and Council Special Called Meeting for FY 2024 Budget Adoption  
December 21, 2023  
5:00 PM @ Walthourville Police Department

- I. Call to Order: The meeting was called to order at 5:14 PM by Mayor Pro Tem Sarah B. Hayes.
- II. The Roll was taken by the City Clerk with the following members present:

Mayor Pro Tem Sarah B. Hayes                      Councilwoman Bridgette Kelly  
Councilwoman Luciria L. Lovette

Councilman Charlie L. Anderson entered the meeting at 5:24 PM via telephonic.

Members Absent: Mayor Larry D. Baker and Councilman James Hendry

The attendance of the council constituted a quorum.

- III. Invocation was given by Pastor Greg Stewart of Victory Baptist Church.
- IV. The Pledge of Allegiance was recited in unison.
- V. Approval of Agenda: The motion to approve the agenda was made by Councilwoman Bridgette Kelly and the second was added by Councilwoman Lovette.  
3-0: Motion Carried.

- VI. FY 2024 General and Water Funds Budget Adoption                      Mayor and Council  
The Proposed Fiscal Year 2024 Budget is proposed as: General Fund is compiled of \$2,762,108.00 in Revenue and Expenditures are \$2,703,640.00. The proposed Water Fund Budget consists of \$2,186,568.00 in Revenue and \$2,186,568.00 in Expenditures.

City CPA, Mr. Matthew Caines stated he has participated in several meetings with the Mayor and Council and this evening we are here for the adoption. Item #72 on page 3 of the 2024 Budget Worksheet (that has been distributed to Council) listed FEMA Grant with a budget amount of \$ 101,043.56. This grant was for Disaster Relief to the city for a Hurricane; therefore, it is not recurring revenue. The council requested \$101,043.56 in revenue be removed. The General Fund's Revenue will be \$2,661,06.44.

Mayor Pro Tem Hayes asked if there was a motion to approve. Councilwoman Kelly made the motion and a second was provided.

Mayor Pro Tem Hayes asked the Council if they had additional questions, because the city needed to pass this budget. Councilwoman Kelly again, made the motion to approve the budget and the motion died for lack of a second. By this time, Councilman

Charlie L. Anderson, entered the meeting via telephone. Mayor Pro Tem Hayes asked for a motion for the third time. Councilwoman Kelly made the motion to approve the General Fund and Water Fund Budgets and the second was provided by Councilman Anderson. Mayor Pro Tem Hayes did not participate in the vote due to presiding.

Vote: 2-1: Motion Carried.

Members voting favorably for the Budget Adoption was Councilwoman Kelly and Councilman Anderson.

Member opposing for the Budget Adoption was Councilwoman Lovette.

The Budget Resolution was presented by City Clerk, Shana T. Moss. The resolution will be corrected to reflect the change in revenue due to the FEMA Grant (Revenue) being removed.

VII. Adjournment

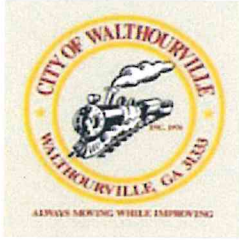
Councilmembers

At 5:44 PM the motion to adjourn was made by Councilwoman Lovette and the second was added by Councilwoman Kelly.

Vote:3-0: Motion Carried.

DRAFT





**CITY OF WALTHOURVILLE**  
**MAYOR AND CITY COUNCIL AGENDA ITEM**

**SUBJECT: LIBERTY COUNTY EMERGENCY MANAGEMENT AGENCY  
STATEWIDE MUTUAL AID AGREEMENT (SWMAA)**

(X) AGREEMENT                      () POLICY / DISCUSSION                      () CONTRACT  
( ) ORDINANCE                      () RESOLUTION/PROCLAMATION                      () OTHER

**SUBMITTED: 01-16-2024**

**Council Meeting: 01-23-2024**

**DEPARTMENT: Liberty County Emergency Management Agency**

**BUDGET IMPACT: NA**

**PUBLIC HEARING? ( ) Yes      (X) No**

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**PURPOSE:** For the City of Walthourville to ensure continued State support of resources from pre-existing agreements for mutual aid assistance in emergencies for all Liberty County Municipalities.

**HISTORY:** During an Emergency within the County (all municipalities), the Liberty County Emergency Management Agency (LCEMA) can quickly request needed resources from the State to provide essential services to help mitigate, prepare, and recover from disasters.

**FACTS and ISSUES: NA.**

**RECOMMENDED ACTION: Mayor and Council execute the SWMAA.**

*Sarah B. Hayes*  
Mayor

*Thomas (Trip) Duke, III*  
LEMA Deputy Director

# STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: City of Walthourville

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

Sarah Hayes, Mayor  
\_\_\_\_\_  
Chief Executive Officer – Print Name

County/Municipality: **City of Walthourville**

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

\_\_\_\_\_  
GEMA/HS Director – Signature

\_\_\_\_\_  
GEMA/HS Director – Print Name

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





APPENDIX B  
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for **City of Walthourville**  
(county/municipality) for the purpose of reimbursement sought for mutual aid:

Robert “Bob” Dodd  
Print Name

Emergency Management, Director  
Job Title/Position

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

Thomas “Trip” Duke  
Print Name

Emergency Management, Deputy Director  
Job Title/Position

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

\_\_\_\_\_  
Print Name

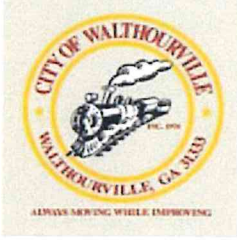
\_\_\_\_\_  
Job Title/Position

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

\_\_\_\_\_  
Chief Executive Officer - Signature

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

Sarah Hayes, Mayor  
\_\_\_\_\_  
Chief Executive Officer – Print Name



**CITY OF WALTHOURVILLE**  
**MAYOR AND CITY COUNCIL AGENDA ITEM**

**SUBJECT: CITY OF WALTHOURVILLE**  
**APPOINTMENT OF MAYOR PRO TEM**

- |                                    |  |   |
|------------------------------------|--|---|
| <input type="checkbox"/> AGREEMENT | <input type="checkbox"/> POLICY / DISCUSSION     | <input type="checkbox"/> CONTRACT         |
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> RESOLUTION/PROCLAMATION | <input checked="" type="checkbox"/> OTHER |

**SUBMITTED: 01-18-2024**

**Council Meeting: 01-23-2024**

**DEPARTMENT: Mayor and Council**

**BUDGET IMPACT: NA**

**PUBLIC HEARING? ( ) Yes (X) No**

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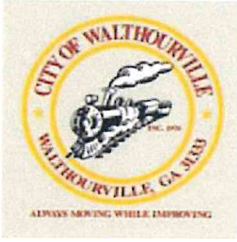
**PURPOSE:** Per the City's Charter, at the first regular meeting of each year, a Mayor Pro Tem is selected.

**HISTORY:** City of Walthourville's Charter Section 2-6 states the city must approve/appoint a Mayor Pro Tem.

**FACTS and ISSUES:** The Mayor Pro Tem shall preside over the meetings of the City Council in the absence of the Mayor, or the disqualification of the Mayor or to perform any and all duties as Mayor of the City in the absence of the Mayor.

**RECOMMENDED ACTION:** Request Mayor and Council to approve the City's 2024 Mayor Pro Tem.

*Sarah B. Hayes*  
*Mayor*



**CITY OF WALTHOURVILLE**  
**MAYOR AND CITY COUNCIL AGENDA ITEM**

**SUBJECT: CITY OF WALTHOURVILLE  
APPOINTMENT OF CITY ATTORNEY**

- |                                    |  |   |
|------------------------------------|--|---|
| <input type="checkbox"/> AGREEMENT | <input type="checkbox"/> POLICY / DISCUSSION     | <input type="checkbox"/> CONTRACT         |
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> RESOLUTION/PROCLAMATION | <input checked="" type="checkbox"/> OTHER |

**SUBMITTED: 01-18-2024**

**Council Meeting:01-23-2024**

**DEPARTMENT: Mayor and Council**

**BUDGET IMPACT: NA**

**PUBLIC HEARING? ( ) Yes (X) No**

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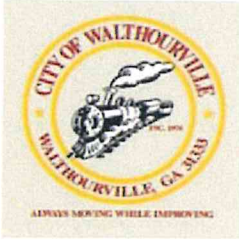
**PURPOSE:** To approve Attorney Luke R. Moses as the City's Attorney.

**HISTORY:** The City Attorney serves as the city's legal counsel and advises the Mayor and Council on legal matters affecting the city.

**FACTS and ISSUES:** The City Attorney is the city's legal representative for the city.

**RECOMMENDED ACTION:** Request Mayor and Council to approve Attorney Luke R. Moses, as the city's attorney.

*Sarah B. Hayes*  
*Mayor*



**CITY OF WALTHOURVILLE**  
**MAYOR AND CITY COUNCIL AGENDA ITEM**

**SUBJECT: CITY OF WALTHOURVILLE**  
**APPOINTMENT OF MAGISTRATE COURT JUDGE**

- |                                    |  |   |
|------------------------------------|--|---|
| <input type="checkbox"/> AGREEMENT | <input type="checkbox"/> POLICY / DISCUSSION     | <input type="checkbox"/> CONTRACT         |
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> RESOLUTION/PROCLAMATION | <input checked="" type="checkbox"/> OTHER |

**SUBMITTED: 01-18-2024**

**Council Meeting:01-23-2024**

**DEPARTMENT: Mayor and Council/Police**

**BUDGET IMPACT: \$600.00 Monthly Salary**

**PUBLIC HEARING? ( ) Yes (X) No**

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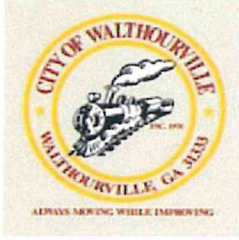
**PURPOSE:** To approve the city's Magistrate Court Judge.

**HISTORY:** The Magistrate Court Judge oversees the City's Municipal Court.

**FACTS and ISSUES:** The Magistrate Court Judge determines guilty/non guilty verdicts during Municipal Court

**RECOMMENDED ACTION:** Request Mayor and Council to approve the city's Municipal Court Judge.

*Sarah B. Hayes*  
Mayor



**CITY OF WALTHOURVILLE**  
**MAYOR AND CITY COUNCIL AGENDA ITEM**

**SUBJECT: CITY OF WALTHOURVILLE**  
**APPOINTMENT OF CITY FINANCE OFFICER**

AGREEMENT  
 ORDINANCE

POLICY / DISCUSSION  
 RESOLUTION/PROCLAMATION

CONTRACT  
 OTHER

**SUBMITTED: 01-18-2024**

**Council Meeting: 01-23-2024**

**DEPARTMENT: Mayor and Council/Finance**

**BUDGET IMPACT: To be determined by the Mayor and Council.**

**PUBLIC HEARING? ( ) Yes (X) No**

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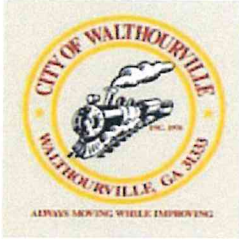
**PURPOSE:** The Mayor and Council wishes to have a Finance Officer.

**HISTORY:** The Finance Officer oversees the day to day financial operations.

**FACTS and ISSUES:** The City's Finance Officer prepares and maintains the city's budget.

**RECOMMENDED ACTION:** Request Mayor and Council to approve city's Finance Officer.

*Sarah B. Hayes*  
*Mayor*



**CITY OF WALTHOURVILLE**  
**MAYOR AND CITY COUNCIL AGENDA ITEM**

**SUBJECT: CITY OF WALTHOURVILLE**  
**APPOINTMENT OF CITY DEPARTMENT HEADS**

AGREEMENT  
 ORDINANCE

POLICY / DISCUSSION  
 RESOLUTION/PROCLAMATION

CONTRACT  
 OTHER

**SUBMITTED: 01-18-2024**

**Council Meeting: 01-23-2024**

**DEPARTMENT: City Hall, Fire, Police and Public Works**

**BUDGET IMPACT: NA**

**PUBLIC HEARING? ( ) Yes (X) No**

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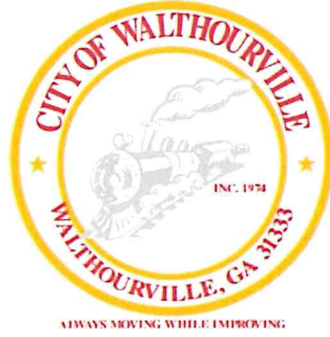
**PURPOSE:** The City's Department Heads oversee the day-to-day operations of the Departments.

**HISTORY:** The City's Departments consist of City Hall, Fire Department, Police Department and Public Works.

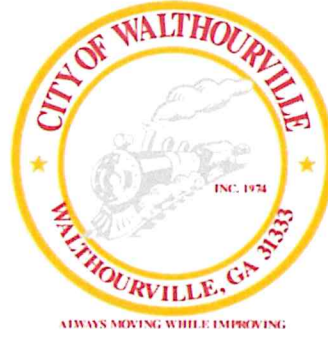
**FACTS and ISSUES:** The City's Department Heads maintain the various departments.

**RECOMMENDED ACTION:** Request Mayor and Council to approve the City's Department Heads.

*Sarah B. Hayes*  
*Mayor*

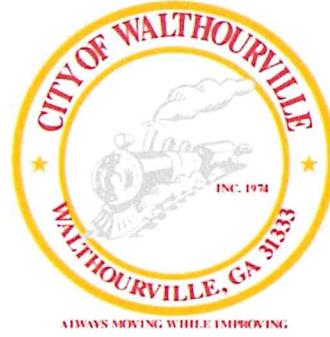


# 2024 Work Session Dates



# Charter & Ordinance Review Dates





# Walthourville's 50<sup>th</sup> Anniversary Celebration