

**Minutes
CITY OF FOLKSTON
REGULAR MONTHLY MEETING
May 18, 2020**

The Mayor and Council of the City of Folkston met in regular session on May 18, 2020 at City Hall.

Mayor Gowen called the meeting to order at 6:33 pm. He gave the invocation and led the pledge of allegiance.

Members Present: Lee Gowen, Mayor
Ruby Baker
Rob Roberson
Bruce Young

Members Absent: Marion Davis Jr.
Stanley Golaszewski

Also Present: Leonard H. Lloyd, City Manager
Darlene Williamson, Clerk
Hali Coffey, Deputy Clerk
Wesley Green, Chief of Police
Patrick Brooks, City Attorney
Marla Ogletree, Charlton County Herald

Visitors: Al Reed
Jennifer Mitchell

AGENDA

Mr. Young made a motion to approve the agenda as presented.

Mrs. Baker seconded the motion and it passed by unanimous vote.

MINUTES

The council was presented the minutes from the February 17, 2020 regular meeting and March 9, 2020 work session.

Mrs. Baker made a motion to approve the minutes as presented. Mr. Young seconded the motion and it passed by unanimous vote.

APPROVE INCOME AND EXPENSE STATEMENTS

Mrs. Baker made a motion to approve the February, March and April 2020 income and expense statements as presented. Mr. Roberson seconded the motion and it passed by unanimous vote.

POLICE DEPARTMENT REPORT

Chief Green stated the police department filed 28 incident reports, investigated 8 accidents and answered 1312 calls during the month of April 2020. The police department collected \$4,933.06; the city's portion is \$3,360.92 of the fines and forfeitures collected.

The officer's activity report is down due to the COVID-19 restrictions. There has been no court for the past two months and there is a possibility that there will be no court held in June.

CITY MANAGER REPORT

Mr. Lloyd stated the Homeland Park Road bridge project is progressing, the power lines have been moved and the construction should begin within the next few weeks. He further stated the Third Street resurfacing project will begin in June. The soil and water conservation has accepted the plans for the Tower Street project and should be ready to go out for bid within the next few weeks.

AL REED / MARCH FOR AHMAUD ARBERY

Mr. Al Reed approached the council with a request to hold a support march for Ahmaud Arbery on May 30, 2020. The march will begin at 10:00 am at the court house and travel north on Third Street to the football field.

Mrs. Baker made a motion to approve the support march for Ahmaud Arbery to be held on May 30, 2020. Mr. Young seconded the motion and it passed by unanimous vote.

LYNN CREWS / CHAMBER REPORT

Mrs. Lynn Crews presented information concerning the Okefenokee Festival for October 2020.

APPROVE OKEFENOKE RURAL ELECTRIC FRANCHISE ORDINANCE

Mr. Young made a motion to approve the Ordinance #02-2020 Granting Franchise to Okefenoke Rural Electric to be effective March 16, 2020. Mrs. Baker seconded the motion and it passed by unanimous vote. (Ordinance Attached)

APPROVE DELINQUENT UTILITY ACCOUNTS

Mayor Gowen discussed the list of delinquent utility accounts for 2017 and 2018 in the amount of \$35,583.05. These accounts need to be approved as uncollectable for the annual audit.

Mrs. Baker made a motion to approve the delinquent utility accounts in the amount of \$35,583.05 as uncollectable. Mr. Young seconded the motion and it passed by unanimous vote.

APPROVE BID FROM EAST COAST ASPHALT

Mayor Gowen stated there were two bids received for the LMIG / Third Street project; East Coast Asphalt, LLC \$40,580.00 and Georgia Asphalt Producers, Inc. \$63,150.00.

Mr. Young made a motion to approve the bid from East Coast Asphalt in the amount of \$40,580.00. Mrs. Baker seconded the motion and it passed by unanimous vote.

ADJOURN:

Mrs. Baker made a motion to adjourn. Mr. Young seconded the motion and it passed by unanimous vote.

The meeting adjourned at 7:00 PM.



Lee Gowen, Mayor

ATTEST:



Darlene Williamson, City Clerk

City of Folkston

Sign in Sheet

Regular Monthly Meeting

May 18, 2020

Please Sign In

Please Print

A. L. Reed
Jenny Reed

Utility Billing

Delinquent / Uncollectable

Year	Amount
2017	\$27,219.53
2018	\$8,363.52
Total	\$35,583.05

ORDINANCE GRANTING FRANCHISE

To

OKEFENOKE REMC

By

CITY OF FOLKSTON


On

March 16th, 2020

The within franchise accepted on

February 27, 2020.

OKEFENOKE REMC

By: 
President

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

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

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

1. The Company shall pay into the treasury of the City on an annual basis no later than January 31 each year throughout the term of this Agreement a sum of money equal to three percent (3%) of the gross sales of electric energy to customers served under residential, commercial, and industrial rate schedules within the corporate limits of the City. The Company shall implement the franchise fee within forty-five days from the date of acceptance of the Franchise. If any payment required by this Agreement is not actually received by the City on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month. Upon agreement of the Parties, Company may pay franchise fee by electronic funds transfer and in such event, City agrees to provide to Company bank routing & account information for such purpose upon request of Company. No acceptance of any payment by the City shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the City may have for further or additional sums under this Agreement. The City may conduct an audit to ensure payments have been made in accordance with the Agreement and the audit period will be limited to three (3) years preceding the end of the quarter of the most recent payment.

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

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

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

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

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

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

I, Darlene Williamson, Clerk of the City of Folkston , Georgia, hereby certify that I was present at the meeting of the City Council of the City of Folkston, Georgia, held on March 16, 2020, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the City Council of the City of Folkston, Georgia, at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the City of Folkston, County of Charlton, State of Georgia, this 16th day of March, 2020.

Darlene Williamson
Clerk

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

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

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


SECTION VI. Be it further ordained that the term of this ordinance is for a period of one (1) year from the date of its approval by the City, and it shall automatically renew for an additional one (1) year period each year for a total of thirty (30) years unless the City Council votes to terminate the renewal of this ordinance not later than thirty (30) days before the end of the then current period.

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

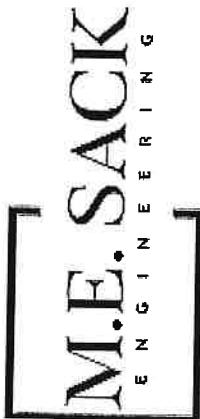
Adopted by the City Council of the City of Folkston, Georgia, at a meeting held on

3/16/, 2020.

Approved: 3/16, 2020.



Mayor



Formerly P.C. Simonton & Associates, Inc.

2019 LMIG
 For City of Folkston
 MES No. 2019-137

I CERTIFY THAT THIS TABULATION IS A
 TRUE REPRESENTATION OF THE BID
 RECEIVED ON APRIL 24, 2020



		East Coast Asphalt, LLC				GA Asphalt Producers, Inc	
No.	Quantity	Units	Description	Unit Price	Total Price	Unit Price	Total Price
1	3,000	SY	1.5" 9.5mm Asphalt Overlay	\$8.62	\$25,860.00	\$10.35	\$31,050.00
2	3,000	SY	Crack Relief	\$2.32	\$6,960.00	\$6.90	\$20,700.00
3	1	LS	Striping		\$3,000.00		\$3,000.00
4	1	LS	Mobilization		\$4,760.00		\$8,400.00
			TOTAL BID		\$40,580.00		\$63,150.00