

CITY COUNCIL MEETING

July 14, 2008

New Business

D. Associate Judge Ordinances

PURPOSE:

To approve the ordinance approving the compensation and appointment of the Associate Judge.

HISTORY:

On May 12, 2008, Council appointed William Ashe to the position of Associate Judge. The ordinance presented at the time was open ended where compensation would be paid per court session whether he presided or not. An amended ordinance is necessary to add the phrase, "*in which he is required to preside over*". A separate ordinance is required to appoint Mr. Ashe to the position and to set the term for one year commencing on May 12, 2008 and expiring on May 12, 2009.

CITY MANAGER'S RECOMMENDATION:

Recommend approval.

**AN ORDINANCE TO AMEND CHAPTER 38 "COURTS"
OF THE CODE OF ORDINANCE, CITY OF ST. MARYS, GEORGIA;
TO AMEND THE COMPENSATION FOR THE ASSOCIATE JUDGES;
AND FOR OTHER PURPOSES**

WHEREAS, Article 6, Section 6-101, of the Charter for the City of St. Marys, Georgia, created a city court known as the Municipal Court of the City of St. Marys; and

WHEREAS, Section 6-102(a) of the said Charter further invests the Mayor and Council with the authority to create, by ordinance, the office of Associate Judge of the Court; and

Whereas, Section 6-102(c) of the said Charter provides that the Council shall fix the compensation of such judge or judges by ordinance.

BE IT AND IT IS HEREBY ORDAINED by the Mayor and Council of the City of St. Marys, Georgia:

-1-

That Section 38-2 (b) of the Code of Ordinances, City of St. Marys, Georgia, is hereby amended to read as follows:

The compensation for such position shall be the sum of \$500.00 per court session in which he is required to preside over and that the City shall also bear the reasonable expense of the associate judge's actual expenses in meeting the mandatory training and certification requirements imposed by the Institute for Continuing Judicial Education in Georgia.

-2-

That all ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

-3-

That this Ordinance shall become effective immediately upon its passage and approval.

ADOPTED in legal assembly this 14th of July, 2008.

CITY OF ST. MARYS, GEORGIA

By: _____
Its Mayor

Attest: _____
Its City Clerk

Approved as to Form

City Attorney

**AN ORDINANCE TO APPOINT THE ASSOCIATE
JUDGE OF THE CITY COURT OF THE CITY OF
ST. MARYS, GEORGIA AND TO FIX COMPENSATION**

WHEREAS, Section 6-101 of the Charter of the City of St. Marys creates the City Court of the City of St. Marys; and

WHEREAS, Section 6-102 of the said Charter provides that the Associate Judge of said Court shall be appointed by Ordinance; and

WHEREAS, Article 38, Section 38-2 of the Code of Ordinances, City of St. Marys, Georgia provides that the appointment of the Associate Judge shall be made by separate ordinance enacted by the Mayor and Council.

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the Mayor and Council of the City of St. Marys that William Ashe shall be and he is hereby appointed Associate Judge of the City Court of the City of St. Marys, Georgia, for a term of one year commencing on May 12, 2008 and expiring on May 12, 2009.

For such services he shall be paid the compensation of \$500.00 per court session in which he is required to preside over.

BE IT FURTHER ORDAINED that the said William Ashe shall be administered and shall subscribe to the oath as required by Section 6-102(d) of said City Charter and his oath shall be entered upon the minutes of this Council.

ADOPTED in legal assembly this 14th day of July, 2008.

CITY OF ST. MARYS, GEORGIA

**BY: _____
Its Mayor – Rowland T. Eskridge**

**ATTEST: _____
Its Clerk – Darlene M. Roellig**

Approved to Form

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P

CITY COUNCIL MEETING

July 14, 2008

New Business

E. North Greenville Fitness & Cardiac Rehabilitation Contract: *Fire Department Physicals*

PURPOSE:

The implementation of the medical requirement ensures that current members are medically capable of performing their required duties and will reduce the risk of occupational injuries and illnesses.

HISTORY:

The North Greenville Health and Fitness screening program will be \$220.00 per program fire fighter for the basic services program which includes:

- Blood work (comprehensive lipid panel with CBC)
- Anthropometric measurements (height, weight, etc.)
- Pulmonary function evaluation
- Body composition measurements (skin fold measurements)
- Resting electrocardiogram (E.K.G.)
- Sub maximal ergometer graded exercise test (12 lead electrocardiogram with blood pressure monitoring) Monitoring physicians are board certified
- Vision and hearing screening
- Result consultations: a) Individual screening results, b) Individual exercise program recommendations
- Department summary, averages and annual comparison reports for your file

This is the only group that provides the program requirements for Occupational Safety and Health Administration (OSHA) and National Fire Protection Association (NFPA).

CITY MANAGER'S RECOMMENDATION:

Recommend approval.



St. Marys Fire Department

Robert T. Horton, Jr.

Fire Chief

Thomas Lackner
Assistant Fire Chief

Karl Lewis
Captain

Timothy Haney
Captain

May 6, 2008

To Whom It May Concern:

OSHA and the National Fire Protection Association recommend Firefighter Physicals be conducted on an annual bases. The Fire Department has found only one company that provides the physicals to meet the complete requirements of both organizations. North Greenville Fitness not only provide the complete service but they also do it on site, on shift, and with follow up consultations to explain the results of the tests to each participant. We have not been able to find any local clinics or Doctors Offices that are able to provide the complete package or even piece mill all of the required tests for the cost that Greenville Fitness offers.

Greenville Fitness' program is reviewed by OSHA Compliance annually. This includes not only the program but also the Physician's Certificate to meet all of OSHA's regulations under 1910.156, 1910.120 and 1910.134. North Greenville Fitness has the ability to meet and exceed the recommendations of by NFPA 1582. (The NFPA is only a recommendation and does not take on compliance authority, however is looked upon as the industry standard.)

It is because of their ability to provide the complete package that Greenville Fitness is considered a Sole Source provider. If you have any further questions please feel free to contact me.

Respectfully,

Robby Horton, Fire Chief
St. Marys Fire Department

Agreement for Services

This agreement for Services is made and entered as of the 1st day of July, 2008 by and between North Greenville Fitness & Cardiac Rehabilitation Clinic, Inc. ("North Greenville Fitness"), whose address is 907 N. Main Street, Travelers Rest, SC 29690, Greenville County, SC and the City of St. Marys ("City"), whose address is 418 Osborne Street, St. Marys, GA 31558.

Witnesseth:

WHEREAS, North Greenville Fitness is in the business of providing preventative health and fitness screening services.

WHEREAS, the City of St. Marys desires preventative health and fitness physicals for its Fire Department.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings, and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the City, the parties hereto agree as follows:

1. Commencing July 1, 2008, North Greenville Fitness will conduct preventative health screening physicals for the St. Marys Fire Department.
2. The preventative health screening physical shall consist of those procedures outlined in Exhibit A hereto.
3. Charges for various services included in preventative health screenings shall conform to those charges outlined in Exhibit A hereto.
4. The preventative health screenings will be conducted on site at locations designated by the Chief of the St. Marys Fire Department.
5. The City shall pay to North Greenville Fitness as full compensation here under for services referenced in Exhibit A. North Greenville Fitness will send an invoice to the St. Marys Fire Department 201 North Dandy Street, immediately after services have been rendered. Said compensation shall be made to North Greenville Fitness at the address above within thirty (30) days of completion of preventative health screenings each week.
6. The term of this Agreement shall be for the period from July 1, 2008 through June 31, 2009 after which time there will be a price increase. The City shall have the right to renew the agreement for a one-year period by giving North Greenville Fitness at least sixty (60) days prior written/verbal notice. North Greenville Fitness shall notify the St. Marys Fire Department within ten (10) days of receipt of any revisions to the Agreement for the renewal period. Acceptance of revisions to the Agreement shall be by mutual agreement. This agreement shall be terminated by either party (The City /North Greenville Fitness), giving at least thirty (30) days written notice.


7. This Agreement may not be modified unless such modification is in writing and signed by both parties.

8. This Agreement has been made and entered into the State of Georgia, and the laws of Georgia and shall govern the validity and interpretation of this Agreement in the performance due hereunder.

9. North Greenville Fitness shall defend, indemnify, and hold harmless the City, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the simple misconduct, willful misconduct, simple negligence, or gross negligence of the City.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written above.

North Greenville Fitness and Cardiac
Rehabilitation, Inc.

By:  _____

Tim Rankin

Its: Director of Marketing

Address: P.O. Box 606
Travelers Rest, SC 29690

City of St. Marys

By: Rowland Eskridge

Mayor

sign
print: _____

Its: _____

Address: 418 Osborne Street
St. Marys, GA 31558

Attest: Darlene Roellig
City Clerk

sign: _____

EXHIBIT A

The North Greenville Fitness Health and Fitness screening program will be \$220.00 per program participant for the basic services program. This cost includes ALL documented services and the monitoring physician's charge directly below. The following page outlines the services requested.

For your review, the health and fitness screening program includes:

1. Blood work (comprehensive lipid panel with CBC)
2. Anthropometric measurements (height, weight, etc.)
3. Pulmonary function evaluation
4. Body composition measurements (skin fold measurements)
5. Resting electrocardiogram (E.K.G.)
6. Sub maximal ergometer graded exercise test
(12 lead electrocardiogram with blood pressure monitoring)
Monitoring physicians are board certified
7. Vision and hearing screening
8. Result consultations
 - a. Individual screening results
 - b. Individual exercise program recommendations
9. Department summary, averages and annual comparison reports for your file
10. Program meets requirements of:
 - a. O.S.H.A. 1910.156
 - b. O.S.H.A. 1910.134
 - c. O.S.H.A. 1910.120
 - d. N.F.P.A. 1582
11. Clearance Form is provided for each individual tested
 - a. Fire brigade clearance forms for structural fire fighters
 - b. Respirator clearance forms for all others who are assigned tasks which require the use of a respirator (ie. EMS, Water treatment, Haz-Mat).

Exhibit A Cont.

Additional services requested for Baseline assessment

The following are a list of the additional services that the St. Marys Fire Department chose to include in the proposal with the basic program for a total price of \$382 per person.

- a. Physician's hands on physical - \$52 per person
 - 1. Exam of eyes, ears, nose & throat
 - 2. Dermatological check
 - 3. Palpation of the abdominal cavity: liver, spleen, lymph nodes and intestinal tract
 - 4. Testicular & hernia check
 - 5. *Urinalysis (only when required for DOT/CDL licenses)

- b. Chest X-ray - \$110 per person

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P

CITY COUNCIL MEETING

July 14, 2008

New Business

F. Bait Shop Lease: *Bid*

PURPOSE:

To approve the new bait shop bid.

HISTORY:

The bait shop has been closed since May 2008 due to the owner no longer wanting to operate the business. We went out for bids and received a bid from Harold Davidson and from the St. Marys Yacht and Boating Club. The bid information is as follows:

Harold Davidson **\$300 Monthly**

St Marys Yacht & Boating Club **50% of net profits & act as welcome center for boaters and other waterfront visitors.**

Staff recommends awarding the Bait Shop contract to the St. Marys Yacht and Boating Club.

CITY MANAGER'S RECOMMENDATION:

Recommend approval of the lease to St. Marys Yacht and Boating Club.

*Alternate One includes the cleaning and stocking of the public restrooms attached to the bait shop. Restrooms are to be cleaned daily and stocked with paper products. Restrooms will be open to the public from dawn to dark. This item is to be priced separately.

Bids to be priced at annual rate.

*Alternate One bid amount \$ _____.

Base Bid amount of Bait Shop only \$ 300.00 monthly
Per Purchasing

Signature of bidder Harold Davidson Date 5-28-08

Harold Davidson
88 Holly Dr.
St. Mary's GA 31558-2690

912 673-7898

