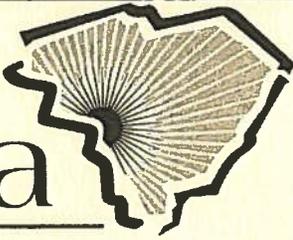


# North Augusta



South Carolina's Riverfront

## MINUTES OF FEBRUARY 18, 2019

*Robert A. Pettit, Mayor*

*James M. Adams, Jr., Councilmember*

*J. Robert Brooks, Councilmember*

*Pat C. Carpenter, Councilmember*

*Fletcher L. Dickert, Councilmember*

*Kenneth J. McDowell, Councilmember*

*David W. McGhee, Councilmember*

## **ORDER OF BUSINESS**

The study session meeting of February 18, 2019, having been duly publicized, was called to order by Mayor Pettit at 6:00 p.m. in the Council Conference room on the third floor of the Municipal Center and adjourned at 6:45 p.m.

Per Section 30-4-80(e) notice of the meetings by email was sent out to the current maintained "Agenda Mailout" list consisting of news media outlets and individuals or companies requesting notification. Notice of the meetings was also posted on the outside doors of the Municipal Center, the main bulletin board of the Municipal Center located on the first floor, and the City of North Augusta website.

Members present were Mayor Pettit and Councilmembers Adams, Brooks, Carpenter, Dickert, McDowell, and McGhee.

Also in attendance were B. Todd Glover, City Administrator; Kelly F. Zier, City Attorney; Cammie T. Hayes, Director of Finance; Richard L. Meyer, Director of Parks, Recreation, & Tourism; John C. Thomas, Director of Public Safety; Thomas C. Zeaser, Director of Engineering and Public Works; J. D. McCauley, Manager of Human Resources; and Sharon Lamar, City Clerk.

### **ITEM 1. CITY COUNCIL AGENDA: Items on the February 18, 2019 Council Agenda – Council Discussion**

Council reviewed the items scheduled for the February 18, 2019 meeting.

### **ITEM 2. COMMUNITY PROMOTION: Cub Scouts Pack 7 – Presentation to Council**

The Wolf Den of Cub Scouts Pack 7 made a presentation to Council about their concerns of the dangers of texting while driving. The young men chose to address this concern by asking the City to help them create, purchase and legally place signs reminding drivers to not text and drive. The Den provided Council with a handout that illustrated a suggested sign design. They plan to work with local businesses and organizations to help place the signs, if need be. Mayor Pettit commended the boys on their presentation and thoughtfulness. Following the presentation, Council discussed how they will work with the group's leader to identify areas in the city where the signs could be posted.

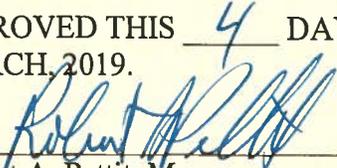
**ITEM 3. PARKS, RECREATION, & TOURISM: Council Discussion**

City Administrator, B. Todd Glover, led a discussion with Council about the possibility of Riverview Park Activity Center becoming a Red Cross Emergency Shelter in the event of an area disaster. Mr. Glover shared that the H. Odell Weeks Activity Center in Aiken is already a designated shelter. He suggested that by partnering with the City of Aiken that the two cities could relieve Aiken County Public Schools of the burden to offer shelter in area schools that results in days out for students. American Red Cross representative, Dale Couch, was in attendance to offer more details. He stated that the Red Cross had insurance to cover any damages to the City's facilities. The organization would supply supervising staff, cots, blankets, and "Comfort Kits" to be delivered at the time of need. While not a prerequisite to becoming an emergency shelter, there was further discussion of applying for a FEMA grant to purchase a generator for the activity center. There was general consensus from Council that this was a very worthy partnership for the City to pursue.

As time allowed, Mayor Pettit and the City Administrator updated Council of their ongoing efforts to work with the leadership of Aiken County, Augusta-Richmond County, the State of South Carolina, and state and federal legislators to convince the Army Corps of Engineers that Option 1-1 is the best option for the City and its citizens for a mitigation project for the Savannah Port deepening.

There being no further business, Council adjourned the meeting at 6:45 p.m.

APPROVED THIS 4 DAY OF  
MARCH, 2019.

  
Robert A. Pettit, Mayor

Respectfully submitted,

  
Sharon Lamar  
City Clerk



City Council Presentation  
Wolf Den, Cub Scouts Pack 7  
North Augusta, SC  
February 18, 2019

### **Don't Text and Drive Keep Our Kids Alive**

As Cub Scouts, community service and selflessness are pillars of what we learn. To earn the advancement to their next rank, they must complete a service project of their choosing. The young men in the Wolf Den chose to address Texting and Driving by asking the city to help us put up signs reminding people not to Text and Drive. I'd like to call the young men up one at a time to introduce themselves and tell the Council why they want to texting and driving in our city.

### **Texting and Driving Statistics**

- The National Safety Council reports that cell phone use while driving leads to 1.6 million crashes each year.
- Nearly 390,000 injuries occur each year from accidents caused by texting while driving.
- 1 out of every 4 car accidents in the United States is caused by texting and driving.
- Texting while driving is 6x more likely to cause an accident than driving drunk.
- Answering a text takes away your attention for about five seconds. Traveling at 55 mph, that's enough time to travel the length of a football field.
- Texting while driving causes a 400 percent increase in time spent with eyes off the road.
- According to a AAA poll, 94 percent of teen drivers acknowledge the dangers of texting and driving, but 35% admitted to doing it anyway.
- 21 percent of teen drivers involved in fatal accidents were distracted by their cell phones.
- Teen drivers are 4x more likely than adults to get into car crashes or near-crashes when talking or texting on a cell phone.
- A teen driver with only one additional passenger doubles the risk of getting into a fatal car accident. With two or more passengers, they are 5x as likely.

### **Request from the City of North Augusta**

We are asking the City of North Augusta to help us create, purchase, and legally place the signs we designed (pictured above). We plan to work with local businesses and organizations along busy routes to help place signs if need be, and already have one committed business –Laurelwood Equipment on Martintown Road. The Wolf Den of North Augusta's Pack 7 thanks the City Council for their time and consideration.



# Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

## Parties and Facility

### Owner:

Full Name of Owner	
Address	
24-Hour Point of Contact Name and Title Work Phone Cell Phone	
Address for Official Notices (only if different from above address)	

### Red Cross:

Chapter Name	American Red Cross Palmetto SC Region
Chapter Address	2424A City Hall Lane, North Charleston SC 29406
24-Hour Point of Contact Name and Title Work Phone Cell Phone	John Madrid, Disaster Program Manager 803 641 4152 803 507 7596
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

### Facility:

<p>Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.</p>

## Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies		
Parking of vehicles		
Disaster Shelter		TR

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.
4. **Food Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.
5. **Custodial Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.
6. **Security/Safety:** In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
7. **Signage and Publicity:** The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.



## Facility Use Agreement

8. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.

9. **Reimbursement:** Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
- b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water		TR
Gas		TR
Electricity		TR
Waste Disposal		TR

- d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
- e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.

10. **Insurance:** The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

11. **Indemnification:** The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.

12. **Term:** The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.



# Facility Use Agreement

\_\_\_\_\_  
Owner (Legal Name)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

The American National Red Cross  
American Red Cross Palmetto SC Region  
(Legal Name)

\_\_\_\_\_  
By (Signature)

Tony L Reid  
Name (Printed)

Regional Disaster Officer  
Title

\_\_\_\_\_  
Date