

**CITY OF CHATSWORTH  
COUNCIL MEETING  
May 1, 2023**

The Chatsworth City Council met in regular session on Monday, May 1, 2023, at 6:00 P.M. in the Council Chambers of City Hall with Mayor K.W. Gong presiding.

**PRESENT:** Mayor K.W. Gong Aldermen: Fred Welch, Jeff Cloer, Terry Crump and Rhett Griffin and City Clerk, Linda Penland was in attendance.

**MINUTES:**

**AGENDA:**

Mayor Gong called the meeting to order on May 1, 2023, at 6:00 P.M. He presented the minutes of the last meeting and the agenda of the current meeting for review.

Alderman Fred Welch "I make a motion we accept the minutes and the agenda." Rhett Griffin seconded the motion to accept the minutes and agenda from the last meeting. The motion passed unanimously 4 to 0.

**OLD BUSINESS:**

**NEW BUSINESS:**

Mayor Gong addresses Jeff Cloer regarding the bid for sidewalks. Mayor Gong comments, "It is fairly expensive." He asks Mr. Cloer if he would like to give details. The bid for sidewalks was \$135,000 with no help from the State of Georgia. Fred Welch addresses someone in attendance, "You had requested to have the sidewalk redone. The State is not going to help you at all. It is \$135,000 dollars. Jody, we asked him about resurfacing. The sidewalk is going to be higher than the curbing. Unfortunately, we do not have \$135,000 right now, but it is something we could look at down the road." A response from the attendee asks about a variance. Fred replied that a variance might help get him qualify for a grant from the DDA.

There was a question about variance and Georgia Power from an attendee. The City Council calls on Dolley Flood for an answer. Fred Welch asks the attendee to get with Dolley or Guy Baird whoever oversees variances at City Hall to help him through the process.

Request to approve Danting Lin, Ninja Lin, Inc. 113 North 2nd Ave, Chatsworth, Georgia has applied for pour beer license and wine pour license. Fred Welch makes a motion to confirm the request. Terry Crump seconds the motion to accept the request. The request to approve Danting Lin, Ninja Lin, Inc. pour beer license and wine pour license is approved unanimously by the City Council 4 to 0.

Resolution to Approve: Resolution of City of Chatsworth, Georgia ("City") agreeing to settle with Publix Super Markets, Inc. Concerning the Prescription Opioid Litigation (Attachment) Steve Williams commented, "It will not be a whole lot of money." The Mayor agrees. Rhett Griffin makes a motion to approve the resolution.

**RESOLUTION OF CITY OF CHATSWORTH, GEORGIA ("CITY") AGREEING TO SETTLE WITH PUBLIX SUPER MARKETS, INC. CONCERNING THE PRESCRIPTION OPIOID LITIGATION**

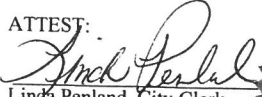
WHEREAS, the City initiated litigation against certain manufacturers, distributors, and pharmacy chains in In re: National Prescription Opiate Litigation, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief;

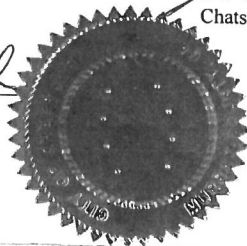
WHEREAS, defendant Publix Super Markets, Inc. ("Publix") has separately reached a settlement framework with certain local government entities;

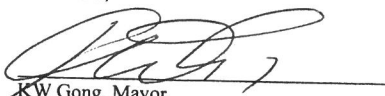
WHEREAS, certain Georgia local government entities seek to resolve the litigation with Publix and maximize the recovery from this settlement; and

WHEREAS, the City desires to agree to settle with Publix;

ATTEST:

  
Linda Penland, City Clerk  
(CITY SEAL)



  
K.W. Gong, Mayor  
Chatsworth City Council

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CHATSWORTH COUNCIL, AS FOLLOWS:

Section 1. The City Council, as the governing body of the City, hereby agrees to settle with PUBLIX and to be bound by the Release and

Section 2. The City Council hereby appoints K.W. Gong, Mayor as the duly appointed representative of the City for the purposes of agreeing to be bound by the settlement agreement.

Section 3. The City Council directs the duly appointed representative of the City to execute the settlement agreement with Publix upon such terms approved by the Council with the advice of the City Attorney.

Section 4. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the City Council, held on April 11, 2023.

Fred Welch seconded the motion. The Resolution passes unanimously 4 to 0.

Request the Approval of the Automatic Aid Agreement between Chatsworth and Murray County.  
Whereas, the Agencies desire to render supplemental fire related services to one another and take part in joint training exercises for the mutual benefit of both Agencies (Attachment) The Mayor elaborates that the Agreement we have right now is between three parties. The City of Chatsworth, City of Eton and Murray County. The City of Eton has closed their Fire Department. So we are having to amend our Agreement. We help each other within a five (5) mile radius. We help each other. The County has seven (7) stations and are adding two (2) more. This is helping those who have had low fire ratings. The request

for the Approval of the Automatic Aid Agreement was approved 4 to 0. Terry Crump made the motion to Approve. Jeff Cloer seconded the motion.

#### AUTOMATIC AID AGREEMENT

THIS AUTOMATIC AID AGREEMENT is made and entered into this 19<sup>th</sup> day of April 2023, by and between THE CITY OF CHATSWORTH, GEORGIA and MURRAY COUNTY, GEORGIA. These parties may hereinafter be referred to individually as the Agency or collectively as the Agencies.

#### WITNESSETH:

WHEREAS, each Agency maintains, staffs, and operates fire departments for the provisions of fire suppression, protection, prevention, investigation, and rescue services within their respective jurisdictions; and

WHEREAS, the Agencies desire to render supplemental fire related services to one another, and take part in joint training exercises for the mutual benefit of both Agencies hereto; and

WHEREAS, the purpose of this Agreement is to memorialize the parties' understanding of the terms and conditions governing the provision of such supplemental fire services in accordance with the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3;

NOW THEREFORE, for and in consideration of the automatic aid agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agencies hereto intending to be legally bound hereby agree as follows:

1. Provision of Services: Each Agency agrees to provide to the other Agency, automatic response of such fire suppression services hereinafter referred to as "Aid" as may be currently available. Such Aid may be provided at any location within the jurisdiction of each Agency. Further, the Agencies agree to participate in joint training exercises in order to ensure standardization of operations and training to the extent necessary, as determined and mutually agreed upon by the Fire Chiefs of the Agencies.
2. Limitations of Services: Upon receipt of a fire, fire related or E-911 EMERGENCY call received by Murray County E-911 dispatch center that is determined to be within either Agency's jurisdiction, the dispatch center shall dispatch units of each Agency as a first alarm assignment as follows:
  - A. City of Chatsworth jurisdiction, Murray County Fire Department will provide:
    - 2 Engines and available personnel for structure fires and fire alarms
  - B. Murray County jurisdiction, the City of Chatsworth will provide:
    - 1 Engine and available personnel for residential structure fires and fire alarms within a 5-mile radius of the City of Chatsworth. • 1 Ladder Truck and available personnel for commercial fires and fire alarms within a 5-mile radius of the City of Chatsworth.

Additional units may be requested through the responding Agency's officer in charge after arrival at the scene of the emergency.
3. Supervision: Personnel furnished by the assisting Agency will work as a crew under the Incident Commander of the emergency scene. The receiving Agency will be responsible for providing gasoline, diesel fuel, oil, and other material needed for use of equipment at the scene of the emergency, providing the assisting Agency is operating at the scene for an extended period of time.
4. Liability: All damages, wear and tear, or repairs to any equipment or apparatus shall be borne by the owner Agency.
5. Compensation: The requesting Agency will not be required to pay any compensation to the assisting Agency for Aid rendered pursuant to this Agreement except as otherwise provided in this Agreement as the advantages and protections afforded by this Agreement are considered adequate compensation to both Agencies
6. Injuries to Personnel: Each Agency shall comply with worker's compensation laws of the State of Georgia without any cost to the other Agency. This provision shall also apply to volunteer personnel so long as their coverage is provided by the Georgia Worker's Compensation Act, O.C.G.A. 34-9-1 et.seq.

7. Release of Claims: Each Agency shall maintain comprehensive general liability and public officers and employee's errors and omissions liability insurance coverages in coverage amounts not less than \$1,000,000.00 for bodily injury or death of any person and \$3,000,00.00 for bodily injury or death of two or more persons and \$50,000.00 for property damage.
8. Third Parties: This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of, or special agreement to protect any third party or parties shall have or claim any special relationship with the Agencies as a result of this Agreement nor any right of action hereunder for any cause whatsoever.
9. Termination: Any Agency herein may terminate this Agreement by giving the other Agency not less than ninety (90) days written notice of its intent to terminate the Agreement. The effective date of termination shall be stated in the notice.
10. Administration: It is agreed by each Agency that the Fire Chiefs of the Agencies shall share mutual responsibility for the purpose of administration, including the promulgation of any necessary regulations, standards, policies, or procedures.
11. Application: This Agreement shall constitute the entire agreement between the Agencies and shall be sole instrument for the provision of any Aid by and between parties. All previous contracts and agreements entered into by and between the Agencies covering the subject matter of this Agreement are hereby expressly terminated.
12. Terms: The terms of this Agreement will be renewed automatically January 1<sup>st</sup> of each year hereafter unless ninety (90) days written notice of termination as stated in Item #9 of this Agreement is invoked.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF this 8 day May 2023, the Agencies have hereunto set their hands and affixed their seals on duplicate originals on the day and year first above written.

Executed on behalf of:

THE CITY OF CHATSWORTH, GA

BY: 

Mayor

MURRAY COUNTY, GA

BY: 

Commissioner

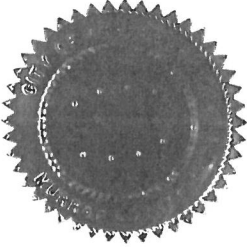


Attest:

City Clerk

Attest:

County Clerk



The Resolution was approved 4 to 0 by the City Council.

Request approval of an amendment section 3-8 (Swine and Poultry), to the City's Animal Ordinance first reading. (Attachment) Mayor Gong commented, "We just received this amendment. I request we table this until the next meeting. Do we have a motion to table this amendment until the next meeting?" Fred Welch, "So Moved." Jeff Cloer seconded the Motion. Motion to table this amendment was passed unanimously by the City Council 4 to 0.

Mayor Gong introduces Steve Williams to present a resolution covering the closing of an unopened City Street (Attachment.) Steve says, "I am here for the petitioner. The owner could not be here tonight. The building was built over the right of way in 1932. Mayor Gong, "It dead ends into a railroad. It is legally a street." Steve Williams, "We would have to tear down the building." Mayor Gong, "And build a road. I feel this should be done. Do I have a motion to close this street." This Motion was approved unanimously by the City Council 4 to 0. Rhett made a motion to approve the resolution while Terry Crump seconded the motion.

Mayor Gong asked for a motion for adjournment. Alderman Terry Crump makes a motion to adjourn the meeting. Rhett Griffin seconded the motion to adjourn.

Rhett Griffin addressed an attendee in the meeting. He asked, "If she wanted to address the Council." Holly Meyers addresses the Council, "After I made my Main Street presentation, there was a letter to the editor in the paper, "Why Chatsworth should not be in the Main Street." I wanted to address the Mayor and Council three reasons why the City of Chatsworth should join Main Street." Ms. Myers elaborates on her reasons.

EXECUTIVE SESSION: At this time Mayor & Council make a motion to go into Executive Session. Fred Welch made a Motion to go into Executive Session. Rhett Griffin seconded the Motion.

ADJOURN:

Mayor Gong gives final adjournment for the May 1, 2023, Council Meeting after Executive Session

ATTEST:

Linda Penland  
CITY CLERK LINDA PENLAND

Mayor K.W. Gong  
MAYOR K.W. GONG

Fred Welch  
ALDERMAN FRED WELCH

Terry Crump  
ALDERMAN TERRY CRUMP

Jeff Cloer  
ALDERMAN JEFF CLOER

  
ALDERMAN RHETT GRIFFIN

## 2023 APRIL PAYABLES

4/3/2023	100.00	JEFF CLOER	4/11/2023	176.77	BRADLEY BUILDERS SUPPLU
4/3/2023	100.00	RHETT GRIFFIN	4/11/2023	65.91	CHATSWORTH FARM AND GA
4/3/2023	100.00	TERRY CRUMP	4/11/2023	228.09	JARRETT'S BUSINEES MACH
4/3/2023	74.59	FAMILY SUPPORT REGISTRY	4/11/2023	118.62	LOUDERMILK, KAREN
4/3/2023	39,849.52	SYNOVUS	4/11/2023	118.74	BRADLEY BUILDERS SUPPLY
4/3/2023	733.00	MUNICIPAL EMERGENCY SVS	4/12/2023	18,133.48	AAA SIGNS & SAFETY PROD
4/3/2023	451.58	PRECISION CHEMICAL	4/13/2023	6,533.17	BABB'S BODY SHOP
4/3/2023	132.00	RO-BO TRADING CO	4/13/2023	1,565.68	NORTH GEORGIA TIRE
4/3/2023	5,994.00	SIRENS FOR CITIES INC	4/14/2023	110.57	FAMILY SUPPORT REGISTRY
4/4/2023	416.67	CHATS/MURRAY HEALTH DEPT	4/14/2023	41,265.89	SYNOVUS
4/4/2023	2,500.00	CHATS/MURRAY LIBRARY	4/17/2023	50.00	FLOOD'S TOWING INC
4/4/2023	2,500.00	KEEP CHATSWORTH MURRAY BEAU	4/18/2023	120.00	PIERCE, GRAYSON
4/4/2023	500.00	PEACE OFFICER'S A & B	4/19/2023	105.00	QUENCH USA, INC
4/4/2023	1,671.83	5% VICTIMS SURCHARGE	4/20/2023	90.51	SIRCHIE ACQUISITION CO
4/4/2023	3,386.27	COURTWARE SOLUTIONS	4/18/2023	50.00	B.A MINI WREHOUSES
4/4/2023	6,971.63	GSCCCA	4/18/2023	311.17	CHARTER COMMUNICATIONS
4/4/2023	1,436.09	MC COMMISSIONER	4/18/2023	9.05	CORNER DRUGS
4/4/2023	4,577.96	PEACE OFFICER'S A & B	4/18/2023	14,417.33	GEORGIA POWER COMPANY
4/5/2023	778.93	AFLAC	4/18/2023	267.00	MOBILE COMMUNICATIONS
4/5/2023	587.94	AUTOZONE/AZ COMMERCIAL	4/18/2023	63.99	TRACTOR SUPPLY COMPANY
4/5/2023	1,244.43	CW MATTHEWS CONTRACTING	4/20/2023	29.16	BICKFORD, SCOTT
4/5/2023	105.00	CHATSWORTH PAWN AND	4/20/2023	75.00	LARRY'S ALIGNMENT
4/5/2023	2,719.35	COLONIAL LIFE & ACCIDENT	4/20/2023	217.43	MANLY STEEL
4/5/2023	600.00	EBRYIT INC	4/20/2023	339.43	O'REILLY AUTO PARTS
4/5/2023	47,038.28	GEORGIA MUNICIPAL ASSOC	4/20/2023	280.00	PLATINUM PEST CONTROL
4/5/2023	717.40	GEORGIA POWER COMPANY	4/20/2023	425.00	REO PLUMBING
4/5/2023	7,252.33	GMEBS	4/20/2023	618.53	SOUTHERN LUBES AND FUEL
4/5/2023	174.50	INVICTA PARTNERS LLC	4/20/2023	354.28	T & T UNIFORMS SOUTH
4/5/2023	1,979.94	LIBERTY NATIONAL LIFE	4/20/2023	254.87	VERMEER SOUTHEAST
4/5/2023	157.20	PENLAND, LINDA	4/20/2023	179.72	VITAL SERVICES OF GEORGIA
4/5/2023	546.00	REO PLUMBING	4/21/2023	110.57	FAMILY SUPPORT REGISTRY
4/5/2023	175.00	SELF PAT DENSMORE	4/21/2023	37,514.30	SYNOVUS
4/5/2023	1,040.69	STANDARD INSURANCE CO	4/26/2023	778.93	AFLAC
4/5/2023	75.00	TRANSUNION RISK & ALTERN	4/26/2023	5,135.00	AIR MED CARE NETWORK
4/5/2023	254.27	TRI-TECH FORENSICS	4/26/2023	409.00	APPAREL EMBROIDERY INC
4/5/2023	511.45	UNIFIRST	4/26/2023	6.25	BICKFORD, SCOTT
4/6/2023	855.76	AMAZON CAPITAL SERVICES	4/26/2023	3,599.15	CWS-MURRAY TRANSFER
4/6/2023	3,001.74	AT&T MOBILITY	4/26/2023	3,800.00	DIXON CONCRETE
4/6/2023	35.96	CHATSWORTH FRD	4/26/2023	6.68	GEORGIA TECHNOLOGY
4/6/2023	2,700.00	CLEARY'S SIT AND SLEEP	4/26/2023	47,989.81	GMEBS LIFE HEALTH FUND
4/6/2023	1,463.65	DALTON CONVENTION CENTER	4/26/2023	891.00	GOLD KEY LOCK & SECURITY
4/6/2023	206.55	FORT VIEW CLEANERS	4/26/2023	608.19	KELLER OUTDOOR INC
4/6/2023	1,671.64	GALLS LLC	4/26/2023	386.74	NORTH GEORGIA EMC-SEDC
4/6/2023	137.93	HAMPTON'S LIFT TRUCK SVC	4/26/2023	2,527.77	OPTILINK
4/6/2023	2,957.72	KING DOOR CO INC	4/26/2023	302.00	SELF PAT DENSMORE
4/6/2023	450.00	MCCAMY PHILLIPS TUGGLE	4/26/2023	1,823.92	STANDARD INSURANCE CO
4/6/2023	476.74	ONE SOURCE BUSINESS PROD	4/26/2023	351.64	SUPERIOR AUTO & TIRE LLC
4/6/2023	190.00	ROYAL SHREDDING	4/26/2023	440.00	SUTTER FAMILY PRACTICE
4/6/2023	16.95	S & j INDUSTRIAL SUPPLY	4/26/2023	25.00	US HOMELAND SECURITY
4/6/2023	450.00	THE CLASSIC CENTER	4/28/2023	110.57	FAMILY SUPPORT REGISTRY
4/6/2023	1,525.31	VULCAN MATERIALS COMPANY	4/28/2023	41,231.83	SYNOVUS
4/14/2023	74.59	FAMILY SUPPORT REGISTRY			
4/14/2023	42,705.40	SYNOVUS			
4/12/2023	3,755.17	MURRAY COUNTY JAIL FUND			