



AGENDA
CITY OF CAMILLA COUNCIL MEETING
4th FLOOR CONFERENCE ROOM
LIVE BROADCAST - CITY OF CAMILLA FACEBOOK PAGE
MONDAY, FEBRUARY 14, 2022 ~ 6:30 P.M.

1. Call to Order; Roll Call
2. Opening Prayer and Pledge
3. Approval of Agenda
4. Approval of Minutes – January 10, 2022 Council Meeting
5. Speaker Appearances
 - a. Non-Agenda Items
None
 - b. Agenda Items
None
6. Action Items:
 - a. Resolution No. 2022-02-14-1 – Black History Month
 - b. Resolution No. 2022-02-14-2 – Master Fee Schedule Revision (Solid Waste)
 - c. Burson Road Sewer Extension – Bid Award
 - d. 2022 Community Development Block Grant – Selection of:
Grant Administrator and Engineering Consultant
 - e. Designation of Juneteenth as City Holiday
 - f. Community COVID-19 Vaccine Incentive
 - g. Tyson Foods, Inc. Services Agreement – Private Security Detail
 - h. Employment Application Revision
 - i. Travel Policy Amendment – Robert E. Knox, Jr. Municipal Leadership Institute
 - j. Classification and Compensation Plan Study – Carl Vinson Institute of Government
 - k. Work Session Schedule – Meeting Time
 - l. Policy on the Conduct of City Council Meetings – Speaker Requirements
 - m. Funding Request – Tennis Court Resurfacing
 - n. U.S. 19 South Gateway Sign – Right of Way Maintenance Agreement – Georgia Department of Transportation (Presenter: City Manager Sykes)
7. City Manager’s Report
8. Mayor’s Announcements
9. Adjourn

**MINUTES – REGULAR MEETING
CITY OF CAMILLA, GEORGIA
JANUARY 10, 2022**

The regular meeting of the Mayor and City Council of the City of Camilla was called to order at 6:30 p.m. on Monday, January 10, 2022 by Mayor Owens.

Roll call indicated the following present: Councilman Campbell, Councilwoman Willingham, Councilman Morgan, Councilman Twitty, Councilman Pollard, and Councilman Palmer.

City Manager Steve Sykes, City Attorney Tommy Coleman, and City Clerk Cheryl Ford were also present.

OPENING PRAYER AND PLEDGE

Councilman Morgan gave the invocation and the Mayor and Council led the Pledge of Allegiance to the Flag.

CITIZENS AND GUESTS

Sign-in Sheet Attached.

APPROVAL OF MINUTES

On motion by Councilman Campbell, seconded by Councilwoman Willingham, the minutes from the December 13, 2021 City Council Meeting were approved as presented by a unanimous vote.

Mayor Owens asked for a motion to adjourn for recognition of outgoing councilmembers Bryant Campbell and Annie Doris Willingham. A motion to adjourn was made by Councilman Twitty and seconded by Councilman Palmer and passed by a unanimous vote. Mayor Owens presented Councilman Campbell and Councilwoman Willingham a plaque for their service to the City of Camilla. He commented he appreciated their leadership, advice, and service to our city. Councilwoman Willingham thanked the city for supporting her and that hoped she met their expectations. Councilman Campbell thanked the citizens for supporting him for 20 years as he tried to do what was best for Camilla. After additional comments, Mayor Owens thanked them for everything. Councilman Pollard commented through the years, the ups and downs, and the disagreements and agreements, it brought them together and he is appreciative of their service and what they brought to the table. He has grown and learned from both of them and appreciates what they have done and their years of service to the citizens and on the council. Councilman Twitty thanked both and stated he served with them many years and every meeting their heart and decisions have been for Camilla. It has been his honor and a pleasure to work with them, serve with them, and they will be missed. Councilman Palmer thanked both for their service.

SWEARING IN OF NEW COUNCILMEMBERS

Councilman Venterra Pollard and Councilman-Elect Raimond Dewayne Burley, representing District 1, were administered the Oath of Office and sworn in by Judge Gregory Williams.

SWEARING IN OF NEW COUNCILMEMBERS (cont.)

Councilmember-Elect Laura Beth Tucker and Councilman W.D. Palmer III, representing District 2, were administered the Oath of Office and sworn in by Judge Gregory Williams.

The meeting with new councilmembers seated was called back to order by Mayor Owens.

ELECTION OF MAYOR PRO TEM

Mayor Owens stated nominations were open for Mayor Pro Tem for 2022. Councilman Twitty made a motion to nominate Councilman Corey Morgan. Councilman Pollard seconded the motion. Mayor Owens asked for any additional nominations for Mayor Pro Tem for 2022. Hearing none, Councilman Pollard made a motion to close the nominations, seconded by Councilman Twitty. The motion passed by a unanimous vote.

SWEARING IN CEREMONY OF MAYOR PRO TEM

Judge Gregory Williams administered the Oath of Office and swore in Councilman Corey Morgan as Mayor Pro Tem for calendar year 2022.

APPROVAL OF AGENDA

A motion was made by Councilman Pollard and seconded by Councilman Morgan to approve the January 10, 2022 agenda. The motion passed by a unanimous vote.

ACTION ITEMS

GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT)/CAMILLA CORPORATE HANGAR CONTRACT APPROVAL

The Council reviewed contract documents related to the Georgia Department of Transportation financial participation in the construction of a Corporate Hangar-Phase I at the Camilla-Mitchell County Airport. Staff recommends approval of the 80' x 60' Corporate Hangar Contract with the Georgia Department of Transportation as presented and authorizes the City Manager to sign the contract and related documents.

A motion was made by Councilman Twitty and seconded by Councilmember Tucker. Councilman Twitty asked if City Manager Sykes had anything to add. City Manager Sykes responded the contract is required to proceed and move forward and describes the funding for the hangar will come from the Federal Aviation Administration and GDOT. Councilman Morgan asked for specs on the new hangar and what is included with the \$300,000 package. City Manager Sykes responded it includes site work, foundation, metal structure, sheet metal siding, roofing, electrical, and multiple doors. It will be similar in size to the building recently completed at the Airport and located about 25' next to that building. It does not require any taxiway, which has already been done. Councilman Pollard asked if it had been awarded to Drummond and how it was advertised. City Manager Sykes stated after the sole bid by Drummond was previously rejected, we re-advertised on the State Procurement website and the newspaper, which is a requirement of the funding. Councilman Burley asked if we had a contract right now with Drummond. City Manager Sykes replied we do not and cannot until the contract with GDOT is signed. Mayor Owens stated the document as presented is a draft document and if

GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT)/CAMILLA CORPORATE HANGAR CONTRACT APPROVAL (cont.)

not the final document, he wants to make sure we are voting on the document to be signed. For the public he commented when we have an agenda item or something being voted on there is a script read and wants to point out the last sentence of the motion as it relates to the City Manager signing documents. As it relates to the draft document it has the Mayor pre-filled for signature and wants to make sure we are talking about the GDOT document and not the Drummond document in terms of the authority for the city manager to sign. He asked if this was the draft document and was it the actual document. If so, he asks Councilman Twitty to amend the motion to stipulate the same language here will be the same language after the fact. Councilman Twitty amended his motion for the GDOT document from the City Manager to the Mayor as the authorizing signature. Mayor Owens asked if there was a motion to approve the contract as amended by the Council. A motion was made by Councilman Burley and seconded by Councilman Morgan. Mayor Owens apologized and stated Councilman Twitty had made the motion. The motion passed by a unanimous vote.

RESOLUTION NO. 2022-01-10-01 AUTHORIZING 4th AMENDMENT TO TELECOMMUNICATIONS CONTRACT WITH THE MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA (MEAG)

The Council reviewed and discussed documentation provided by the Municipal Electric Authority of Georgia concerning the proposed Georgia Public Web sale of assets at the December 6, 2021 Work Session. During the January 3, 2022 Work Session the Council reviewed Resolution No. 2022-01-10-01 authorizing execution, delivery, and performance of the Fourth Amendment to the Telecommunications Project Contract with the Municipal Electric Authority of Georgia and for other purposes. The Council recommends approval of Resolution No. 2022-01-10-01 and authorizes the Mayor to sign the related documents.

On motion by Councilman Twitty, seconded by Councilman Pollard, the motion to approve Resolution No. 2022-01-10-01 and authorize the Mayor to sign passed by a unanimous vote.

RESOLUTION NO. 2022-01-10-02 APPROVING MITCHELL COUNTY PRE-HAZARD MITIGATION PLAN

At the January 3, 2022 Work Session the City Manager discussed the need for Council adoption of the Mitchell County Pre-Disaster Hazard Mitigation plan approved by GEMA. Staff recommends Council approval of Resolution No. 2022-01-10-02 pursuant to the Disaster Mitigation Act of 2000 authorizing adoption of the Mitchell County Pre-Disaster Hazard Mitigation Plan and authorizes the Mayor to sign related documents. Councilman Morgan asked how often the parties involved with the plan meet and refresh on the plan and how long this one has been in place. City Manager Sykes commented the plan that has been prepared and posted on our website has just been completed. Many parties have been working on this for at least a year. He does not know the cycle of the hazard pre-mitigation plan but this is the first time he is aware of it being updated in four years. Councilman Pollard commented Chief Sullivan was recently appointed as the chief of emergency disaster. City Manager Sykes commented the Mitchell

RESOLUTION NO. 2022-01-10-02 APPROVING MITCHELL COUNTY PRE-HAZARD MITIGATION PLAN (cont.)

County Board of Commissioners are responsible for emergency management for Mitchell County. The City of Camilla has the ability to appoint a hazard plan for itself but we also have to sign off on the county-wide plan. We can adopt additional hazard mitigation plans for ourselves but are required to be part of this as a municipal corporation within Mitchell County. Mayor Owens commented this typically runs parallel with the county's comprehensive plan and they had a hearing last Fall at the county commissioners meeting and is a part of that.

On motion by Councilman Twitty, seconded by Councilman Pollard, the motion to approve Resolution No. 2022-01-10-02 and authorize the Mayor to sign passed by a unanimous vote.

CITY MANAGER'S REPORT

City Manager Sykes stated the packet includes the manager's monthly report and projects are up-to-date. In addition to the manager's report he also delivered to each councilmember a 2021 accomplishments report. It is supplemental piece for the manager's report and thought they would be interested to see the presentation given to Rotary on Thursday. It was passed out to each Rotarian and thought they may be interested to see what was shared with the Rotary Club.

Mitchell County COVID Report: To put things in perspective the previous 30 days there have been 225 positive cases tested in Mitchell County. The thirty days prior to there were 15. As far as the reports they hear about the current strain being more contagious but less dangerous, the proof of that is in the 15 cases 30 days ago there were 2 hospitalizations and that rate is 13% of test positives go to the hospital. The 225 the last 30 days have resulted in 5 hospitalizations, so only 2% of those testing positive end up in the hospital. That is some indication of a strain more highly contagious but less dangerous. He is continuing to monitor and there is a lot of sickness in the community. He encouraged everyone to continue being diligent about sanitation, hand cleaning, wearing a mask, and if you are sick don't be around people. The silver lining is we are not seeing as much strain on our local hospitals and medical community as we had the prior 30 days.

Councilman Pollard asked if we had a completion date for the splash park. City Manager Sykes responded he does not have a date but is expecting a punch list this week indicating things not done to the architect's satisfaction. It is substantially complete but we will not take receipt until they correct it. He is waiting on the architect to deliver the punch list and once he sees it may add some things to the list as well. We are 98% complete at this point.

Councilman Pollard asked about the playground equipment for Toombs Park. City Manager Sykes stated it was due at the end of this month and expects to receive delivery and have it scheduled with their installer for installation.

Councilman Pollard asked where we are with gateway signage. City Manager Sykes responded the hold up on the signage is due to the Catholic Church not signing the easements yet. There is work to do and they want to give us an easement with a deadline or term on it. He cannot recommend they build a big sign on an easement that can go away in 5 or 10 years. The negoti-

CITY MANAGER'S REPORT (cont.)

ation is how to turn that into a perpetual or permanent easement. Our solution is they deed to us and they want to lease to us and we cannot accept those terms. If we were putting up a temporary sign he could understand but we are putting a permanent structure that will cost a good bit of money so we are trying to work with them to come up with a resolution. If all fails we will look for another site. Mayor Owens commented if possible at the February meeting if we can have an alternative spot, obviously still working hard to get this particular spot, just to give the Council something to look at eventually. City Manager Sykes stated we have a good spot on the north side of town and would like to do both at one time for the economies. We can get one contractor in town and he can build two cheaper than one because of mobilization costs. Mayor Owens asked how we are looking on the north side for that location. City Manager Sykes responded the owner is fine with the location. Mayor Owens commented he recommends in February, considering the north side location is pretty solid, is something they need to discuss.

City Manager Sykes stated resurfacing is going on for about ten streets. Campbell has not been done yet, a portion of Church is done, and Beacon Street is completed. They will see paving crews in town this week completing the rest of the resurfacing work.

MAYOR'S COMMENTS

Mayor Owens made the following comments: "Tonight we witnessed an important thing – the departure of two long-serving councilmembers and the start of service of two new Camilla councilmembers. This is an exciting time for our city, but it is also a time of urgency. As the chief elected official and policy advocate for the city of Camilla I look forward to sharing my thoughts on our priorities for this year - and of course, hearing the policy suggestions of our awesome council - and with the technical expertise of the staff we are primed for a very productive year. But our sense of urgency must be amplified. Currently 40% of our children live below the poverty line in Camilla – this is not sustainable. Council, when poverty increases, we also risk increased crime. So at the top of my list will be policies that encourage Economic Growth, Public Safety, and at the policy level, Recruitment and Retention of talent that embraces Diversity, Equity, and Inclusion. I anticipate that in the next few days and weeks – notice I didn't say months – there will be recommendations on the table to get us started – so I encourage all the elected leaders in this room to begin developing a list of policy initiatives for discussion that a majority of the council can deliver to staff for implementation. Friends, our operational tempo is about to increase at the policy level."

Councilman Pollard welcomed the two new councilmembers and stated he looked forward to working with them and moving the city forward.

ADJOURNMENT

On motion by Councilman Pollard, seconded by Councilman Twitty, the meeting adjourned at 7:15 p.m.

BY: _____
KELVIN M. OWENS, MAYOR

ATTEST: _____
CHERYL FORD, CLERK

AGENDA ITEM #6 - ACTION ITEMS

February 14, 2022

Councilman Pollard

- a. The Council reviewed a Resolution at their February 7th Work Session proclaiming February 2022 as Black History Month in Camilla. All citizens are urged to recognize, honor, and celebrate the significant role and influence African Americans have made and continue to make in shaping our country's diverse history and remarkable culture. The Council recommends approval of Resolution No. 2022-02-14-1 recognizing February 2022 as Black History Month in Camilla and authorizes the Mayor to sign.

MOTION: _____

SECOND: _____

- b. The Council reviewed a Resolution providing for a revision of charges and fees for solid waste services as shown on the Master Fee Schedule adopted July 19, 2021. The adjustment to solid waste rates for residential and commercial customers is a 3% increase and a pass-through of an increase from the City's solid waste service provider to the customer. The Council recommends approval of Resolution No. 2022-02-14-2 amending the Master Fee Schedule for solid waste rates and fees and authorizes the Mayor to sign.

MOTION: _____

SECOND: _____

- c. The Council discussed a sewer system improvement project on Burson Road to extend sewer services in the area. The Mitchell County Board of Commissioners recently purchased and are renovating the GFA building on U.S. 19 and requested the ability to connect to the City's sewer system. Expanding the system along the U.S. 19 corridor will provide economic development opportunities in the area and benefit areas currently not served with sanitary sewer. The county has agreed to pay one-half of the project cost. Three bids were received on January 7, 2022 and Green's Backhoe, Inc. of Thomasville, Georgia was identified as low bidder with a base bid of \$54,347.95. The City's engineer, Still Waters Engineering, recommends Green's Backhoe be awarded the bid and the Council also recommends Green's Backhoe be awarded the bid in the amount of \$54,347.95 subject to execution of an Intergovernmental Agreement with the Mitchell County

Board of Commissioners for payment of one-half of the bid award before construction commences.

MOTION: _____

SECOND: _____

- d. Statements of Qualifications and Proposals were requested from consultants successfully assisting local governments with grant writing for and implementation of Community Development Block Grant programs. The City received one response from Associates in Local Government Assistance, Inc. (ALGA) located in Alma, Georgia. The Council recommends selecting ALGA as the grant administrator, contingent upon approval from the Department of Community Affairs as a sole source provider, to administer the 2022 CDBG activities and authorizes the Mayor to execute contract documents related to the application.

Statement of Qualifications and Proposals were also requested from engineering/architectural firms with a strong record in successfully assisting local governments with the implementation of Community Development Block Grant programs. Two proposals were received and independently scored by staff based on rating criterion for engineering/architectural firms and total score. Still Waters Consulting Engineers in Leesburg, Georgia received the highest score and Council recommends the selection of Still Waters for engineering/architectural preliminary design services for a potential FY 2022 CDBG project and, if funded, for engineering/architectural services for project implementation. Council also authorizes the Mayor to execute contract documents related to the application.

MOTION: _____

SECOND: _____

- e. The Council reviewed a recommendation from city staff to designate Juneteenth as an official holiday for the City. The City currently recognizes nine holidays for which business offices are closed and employees are not required to work and are paid. Federal and state governments both recognize Juneteenth as an official holiday and Council recommends the approval of Juneteenth as an officially recognized holiday for the City of Camilla.

MOTION: _____

SECOND: _____

- f. The Council discussed use of American Rescue Plan Act (ARPA) funds to provide an incentive program for citizens of Camilla to receive COVID-19 vaccinations. The Mitchell County Board of Health will provide the vaccination venue and each participating citizen receiving the vaccine and residing within the corporate limits of Camilla will receive a \$50 gift card. Funds in the amount of \$50,000 will be designated for the community vaccine incentive program and are contingent upon a mechanism which will identify the participant as a resident within the corporate limits of Camilla. The Council recommends approving use of funds from ARPA in the amount of \$50,000 for a period not to exceed 120 days to fund a community COVID-19 vaccine incentive program that is contingent upon Council approval of a mechanism to administer and identify citizens living within the corporate limits of Camilla.

MOTION: _____

SECOND: _____

- g. The Council discussed the Tyson private security contract and the use of public resources being concentrated on the public. The contract is effective until September 30, 2025 unless terminated by Tyson or the City of Camilla. The Council recommends terminating the Law Enforcement Augmentation of Campus Security Services Agreement with a written 30-day notice in accordance with contract provisions (Optional Termination) effective February 15, 2022.

MOTION: _____

SECOND: _____

- h. The Council discussed the City's employment application and new language added to the application in 2021 stating: *Employment applications are public documents and subject to open records requests.* Council recommends removal of the statement and only require on employment applications information mandated by state or federal governments.

MOTION: _____

SECOND: _____

- i. The Council discussed the Credit Card/Purchasing Card and Travel Reimbursement Policy for the Mayor and Council, last updated on

September 13, 2021, which provides for authorized travel. For Section F, Authorized Travel on Page 2:

- Item (c) which states “All other training and travel reimbursement requires advance Council approval” will be reassigned as Item (d).
- A new item (c) will be added which shall state: *All other Georgia Municipal Association related training that is offered online or at alternative venues.*

The Council recommends approval to add the new language to the Travel Reimbursement Policy for the Mayor and Council.

MOTION: _____

SECOND: _____

- j. The Council discussed the hiring of a consultant to perform a position and classification pay plan study using Economic Development Funds for City of Camilla employees. The Council recommends authorization to proceed with preference given to the University of Georgia to conduct the study. The estimated cost is between \$15,000 and \$20,000.

MOTION: _____

SECOND: _____

- k. The Council discussed the time Work Session meetings are held with a focus on accommodating citizen input and providing an opportunity for citizen engagement. The Council recommends approval of changing the Work Session meeting time from 9:00 a.m. to 6:00 p.m.

MOTION: _____

SECOND: _____

- l. The Council discussed the Policy on the Conduct of City Council Meetings and speaker requirements. The recommendation is to remove that portion of the policy that requires completion of a speaker appearance form being submitted to the city clerk. The meeting sign-in sheet shall be modified to allow attendees to designate if they are speaking at the meeting and subject of discussion. The sign-in sheet will be provided to the Mayor before the meeting is called to order and the Mayor will recognize speakers as shown on the sheet. This policy amendment for speaker appearances is

applicable to Work Sessions and City Council meetings. The time limit for speaker appearances remains at three minutes.

MOTION: _____

SECOND: _____

- m. The Council discussed a request from Eddie Williamson seeking monetary assistance from the City of Camilla to repair the asphalt tennis courts at the Mitchell-Baker Service Center in the amount of \$25,000. The courts are used year-round by the school system, the public, USTA leagues, Boys and Girls Club, Mitchell-Baker Service Center, and the yearly tennis benefit which contributes financially to local charities. The Council recommends a monetary contribution of \$25,000 from the American Rescue Plan Act funds to assist with court repairs and is contingent upon Mr. Williamson securing total funding required for project completion. A long-term lease or similar agreement describing the public purpose of the project will be required for the City's investment of public dollars in the project.

MOTION: _____

SECOND: _____

- n. City Manager Sykes – U.S. 19 South Gateway Sign – Right of Way Maintenance Agreement – Georgia Department of Transportation

CITY OF CAMILLA, GEORGIA
RESOLUTION NO. 2022-02-14-1

Resolution

WHEREAS, During Black History Month we celebrate the many diverse achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development; and

WHEREAS, Black History Month grew out of the establishment of Negro History Week by Carter G. Woodson in 1926; and

WHEREAS, The 2022 national theme for Black History Month observance is “*Black Health and Wellness*”; and

WHEREAS, The observance of Black History Month calls our attention to the continued need to battle racism and build a society that lives up to its democratic ideals; and

WHEREAS, The City of Camilla continues to develop a community in which all citizens – past, present, and future – are respected and recognized for their contributions and potential contributions to our community, region, state, country, and the world; and

WHEREAS, All citizens are encouraged to celebrate our diverse heritage and culture and continue our efforts to create a world that is more just, peaceful, and prosperous for all; and

WHEREAS, The City of Camilla is proud to honor the history and contributions of African Americans in our community, throughout our state, and nation.

NOW, THEREFORE, The Mayor and City Council, in recognition of African Americans – past and present in our community – do hereby proclaim the month of February 2022 as ***Black History Month*** in Camilla, Georgia and urge all citizens to recognize, honor, and celebrate the significant role and influence African Americans have made and continue to make in shaping our Country’s diverse history and remarkable culture.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Camilla, Georgia to be affixed this 14th day of February, in the year of Our Lord Two Thousand Twenty Two.

ATTEST:

Kelvin M. Owens
Mayor

CITY
SEAL

Cheryl Ford
Clerk

CITY OF CAMILLA, GEORGIA
RESOLUTION NO. 2022-02-14-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMILLA, GEORGIA AMENDING THE MASTER FEE SCHEDULE ADOPTED BY RESOLUTION NO. 2021-07-19-2 ON JULY 19, 2021; PROVIDING FOR AN AMENDMENT OF CERTAIN FEES FOR SOLID WASTE COLLECTION AS SHOWN ON EXHIBIT A; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Camilla has the authority to establish and amend fees and charges for City services; and

WHEREAS, the City finds it necessary to recover costs of providing certain City services and said fees and charges do not exceed the reasonable costs of providing the services for which fees are imposed; and

WHEREAS, a Master Fee Schedule was duly adopted by Council on July 19, 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Camilla, Georgia as follows:

- Section 1. That the Master Fee Schedule amending the Solid Waste Collection fees with an amendment date of February 14, 2022 be adopted by the City of Camilla. A true copy of the Master Fee Schedule with said revision date is attached hereto as Exhibit A and made a part hereof for all purposes, the same as if fully copied herein.
- Section 2. Each fee or service charge amended in this Resolution shall be charged until further resolution of this Council.
- Section 3. The fees and charges shown in the Master Fee Schedule, attached hereto and incorporated herein as Exhibit A, shall be in force and effect February 14, 2022.

Approved and Adopted this 14th day of February, 2022.

Kelvin M. Owens, Mayor

Cheryl Ford, Clerk

CITY
SEAL

PROPOSED

City of Camilla Solid Waste Rate Table

Garbage and Trash Collection Fees

The monthly fees for garbage and trash collection by the City of Camilla will be as follows:

| | |
|--|---------|
| Residential (one pickup per week) | \$18.54 |
| Commerical Rollaway (one pickup per week) | \$20.60 |

Dumpsters (size of container and number of pickups per week):

| | 1 Day Wk | 2 Day Wk | 3 Day Wk | 4 Day Wk | 5 Day Wk |
|----------------|----------|-----------|-----------|-----------|-----------|
| 2 yd container | \$ 25.50 | \$ 51.02 | \$ 76.51 | | |
| 4 Yd Container | \$ 47.48 | \$ 93.94 | \$ 140.39 | \$ 186.84 | \$ 233.30 |
| 6 Yd Container | \$ 70.14 | \$ 139.26 | \$ 208.37 | \$ 277.48 | \$ 346.60 |
| 8 Yd Container | \$ 93.94 | \$ 186.84 | \$ 279.75 | \$ 372.65 | \$ 465.56 |

There shall also be an additional fee of \$3.00 per month to residential and \$5.00 per month to commercial customers within the limits of the City for weekly pickup of yard waste such as brush, limbs, leaves and grass trimmings.

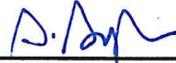
DISCUSSION PAPER

COUNCIL MEETING DATE: FEBRUARY 14, 2022

FOR: CITY COUNCIL REVIEW AND CONSIDERATION

SUBJECT: CONSIDER AWARD OF BURSON ROAD SEWER EXTENSION

PRESENTER: STEVE SYKES, CITY MANAGER



BACKGROUND:

BIDS FOR SEWER SYSTEM IMPROVEMENTS TO SERVE BURSON ROAD AREA HAVE BEEN RECEIVED BY STAFF AND RECOMMENDED TO THE COUNCIL FOR APPROVAL.

DISCUSSION:

ENGINEER'S RECOMMENDATION TO AWARD WAS RECEIVED ON JANUARY 7, 2022.

THERE WERE THREE (3) BIDS RECEIVED TO EXTEND THE CITY'S SANITARY SEWER SYSTEM 500 FEET.

THE BIDS RANGED FROM \$54,347.95 TO \$85,636.70. FUNDS FOR THIS PROJECT ARE RECOMMENDED FROM TWO (2) SOURCES EACH PAYING 50%. MITCHELL COUNTY BOARD OF COMMISSIONERS WOULD PAY HALF AND THE SEWER RESERVE FUND WOULD PAY HALF.

THIS EXTENSION PROVIDES SEWER SERVICE TO MITCHELL COUNTY'S NEW ADMINISTRATIVE BUILDING (FORMERLY GFA) AND PROVIDES SEWER AVAILABILITY TO ADJACENT PROPERTY FOR ECONOMIC DEVELOPMENT PURPOSES.

REQUESTED ACTION:

AWARD THE BID FOR SEWER SYSTEM IMPROVEMENTS TO SERVE BURSON ROAD AREA TO GREEN'S BACKHOE, INC, THOMASVILLE, GEORGIA IN THE AMOUNT OF \$54,347.95.

ATTACHMENT: ENGINEER'S LETTER DATED JANUARY 7, 2022; BID TABULATION & PLAN SHEET



130 Veterinary Way – Unit 2, Leesburg GA 31763

January 7, 2022

Mr. Steve Sykes
Camilla City Hall
30 East Broad Street
Camilla, GA 31730

SUBJECT: Sewer System Improvements
City of Camilla, Georgia
Still Waters Engineering Project No.: C0113.023 (Purple)

Mr. Sykes,

Bids were received and opened for the above subject project on January 7, 2022. A total of three (3) bids were received and read privately. Green's Backhoe, Inc., with a **Base Bid of \$54,347.95** was determined to be the low bidder. We have worked with Green's Backhoe, Inc. on past projects, and through the checking of their references and current body of work they are qualified to perform the work detailed in this project.

Therefore, we recommend that you proceed with the execution of the attached notice of award. I also have also enclosed three (3) copies of the Bid Tabulation for your use and review. It contains all bids concerned.

I have enclosed three (3) copies of the Notice of Award for your signature. Please sign the Notice of Award where indicated, leave **undated** and return all three (3) copies to our office. Once the Notice of Award has been executed, we will schedule a preconstruction meeting and set a notice to proceed on the above referenced project.

Should you have any questions or concerns please do not hesitate to contact me at cgriffin@stillwaterseng.com feel free to call me at 229-894-1159.

Sincerely,

A handwritten signature in blue ink that reads "Chad Griffin". The signature is stylized and cursive.

Still Waters Engineering

Chad Griffin

Project Engineer

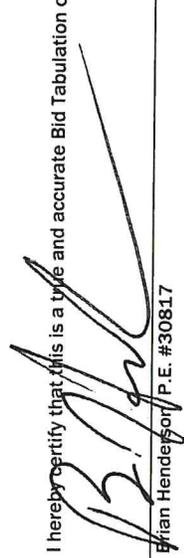
BID TABULATION FOR ALL BIDS
 RECEIVED VIA EMAIL AT STILL WATERS ENGINEERING OFFICE
 FRIDAY, JANUARY 7, 2022

SEWER SYSTEM IMPROVEMENTS TO SERVE BURSON ROAD AREA
 FOR THE CITY OF CAMILLA
 STILL WATERS PROJECT NO.: C0113.023



| Item No. | Description | Qty | Unit | Green's Backhoe, Inc. P.O. Box 2624 Thomasville, Ga 31799 | | RPI Underground, Inc. 119 Blanchard Street Valdosta, GA 31601 | | Popco, Inc. P.O. Box 526 Sylvester, GA 31791 | |
|---------------------------|--|-------|------|---|--------------|---|--------------|--|--------------|
| | | | | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| 1 | 8" SDR 35 PVC Sanitary Sewer (0-6' depth) | 314 | LF | \$ 35.50 | \$ 11,147.00 | \$ 46.83 | \$ 14,704.62 | \$ 80.00 | \$ 25,120.00 |
| 2 | 8" SDR 35 PVC Sanitary Sewer (6-8' depth) | 170 | LF | \$ 40.50 | \$ 6,885.00 | \$ 53.83 | \$ 9,151.10 | \$ 85.00 | \$ 14,450.00 |
| 3 | 8" SDR 35 PVC Sanitary Sewer (14-16' depth) | 30 | LF | \$ 116.00 | \$ 3,480.00 | \$ 67.00 | \$ 2,010.00 | \$ 95.00 | \$ 2,850.00 |
| 4 | Standard Manhole Construction | 10.73 | VF | \$ 515.00 | \$ 5,525.95 | \$ 495.00 | \$ 5,311.35 | \$ 790.00 | \$ 8,476.70 |
| 5 | Manhole Ring & Cover | 2 | EA | \$ 455.00 | \$ 910.00 | \$ 650.00 | \$ 1,300.00 | \$ 495.00 | \$ 990.00 |
| 6 | New Sanitary Sewer Service (Septic Tank) | 1 | EA | | N/A | | N/A | | N/A |
| 7 | Clearing & Grubbing | 1 | LS | \$ 3,500.00 | \$ 3,500.00 | \$ 6,700.00 | \$ 6,700.00 | \$ 6,000.00 | \$ 6,000.00 |
| 8 | Connect Proposed Gravity Sewer to Existing Manhole | 1 | EA | \$ 8,900.00 | \$ 8,900.00 | \$ 4,990.00 | \$ 4,990.00 | \$ 11,250.00 | \$ 11,250.00 |
| 9 | Erosion, Sedimentation, & Pollution Control (Entire Project) | 1 | LS | \$ 6,000.00 | \$ 6,000.00 | \$ 3,550.00 | \$ 3,550.00 | \$ 8,500.00 | \$ 8,500.00 |
| 10 | Trench Stabilization | 25 | Ton | \$ 60.00 | \$ 1,500.00 | \$ 60.00 | \$ 1,500.00 | \$ 60.00 | \$ 1,500.00 |
| 11 | Classified Excavation | 25 | CY | \$ 60.00 | \$ 1,500.00 | \$ 60.00 | \$ 1,500.00 | \$ 60.00 | \$ 1,500.00 |
| 12 | Contingency Allowance | 1 | LS | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 |
| Sewer System Total | | | | | \$ 54,347.95 | | \$ 55,717.07 | | \$ 85,636.70 |

I hereby certify that this is a true and accurate Bid Tabulation of bids received on January 7, 2022.


 Brian Henderson, P.E. #30817

SOIL INFORMATION

| | |
|-----------------|--|
| MAP UNIT SYMBOL | MAP UNIT NAME |
| MSB | Medium heavy sand, 2 to 3 percent silt |

EROSION CONTROL NOTES:

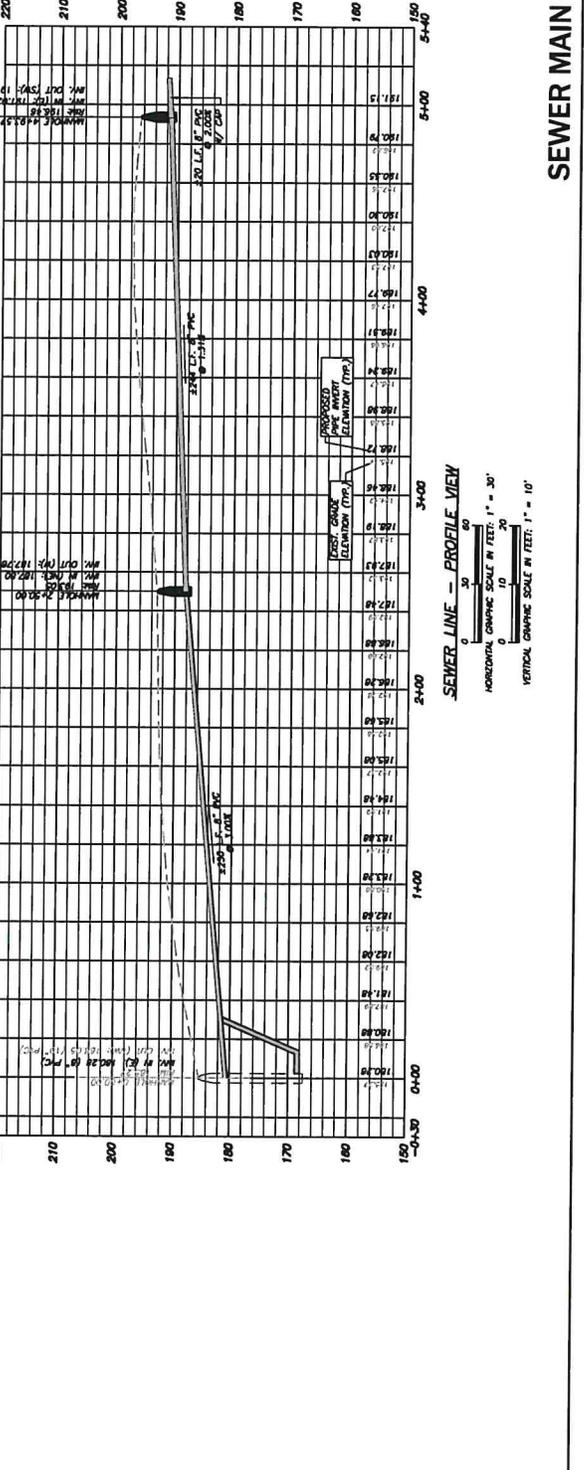
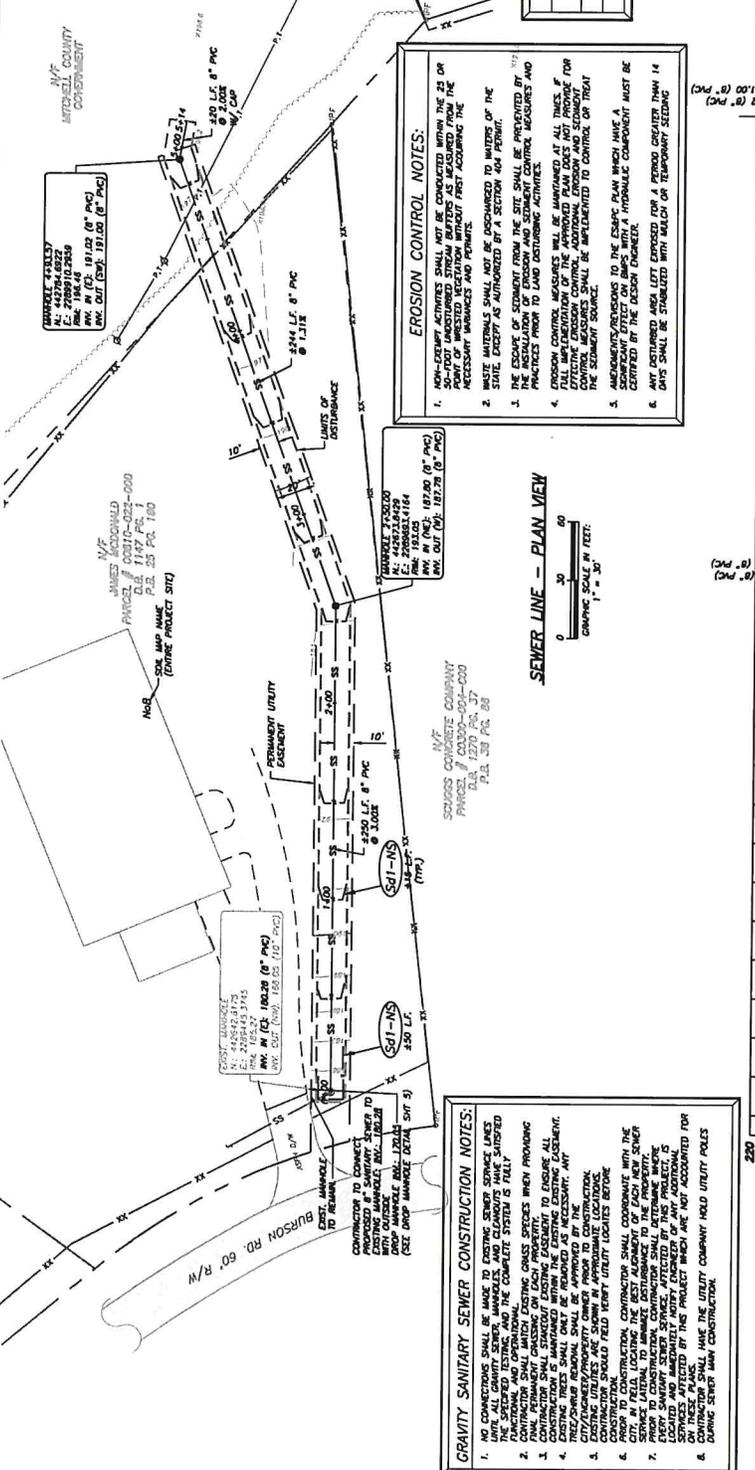
1. ALL EROSION CONTROL MEASURES SHALL BE COMPLETED WITHIN THE 24 HOUR PERIOD OF CONSTRUCTION. MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND REMOVED IMMEDIATELY UPON COMPLETION OF THE PROJECT.
2. EROSION CONTROL MEASURES SHALL NOT BE EXPOSED TO WINDS OF THE FORCE OF 30 MPH OR GREATER FROM ANY DIRECTION.
3. THE EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND REMOVED IMMEDIATELY UPON COMPLETION OF THE PROJECT.
4. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF ANY EROSION CONTROL MEASURES ARE DAMAGED OR DESTROYED, THEY SHALL BE REPAIRED IMMEDIATELY.
5. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.

SEWER SERVICES

| | |
|-----|--|
| DT: | SEWER DESCRIPTION |
| 1 | SERVICE TO BE TRANSFERRED FROM SEPTIC TANK |

EROSION CONTROL NOTES:

1. ALL EROSION CONTROL MEASURES SHALL BE COMPLETED WITHIN THE 24 HOUR PERIOD OF CONSTRUCTION. MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND REMOVED IMMEDIATELY UPON COMPLETION OF THE PROJECT.
2. EROSION CONTROL MEASURES SHALL NOT BE EXPOSED TO WINDS OF THE FORCE OF 30 MPH OR GREATER FROM ANY DIRECTION.
3. THE EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND REMOVED IMMEDIATELY UPON COMPLETION OF THE PROJECT.
4. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF ANY EROSION CONTROL MEASURES ARE DAMAGED OR DESTROYED, THEY SHALL BE REPAIRED IMMEDIATELY.
5. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.



2022 COMMUNITY DEVELOPMENT BLOCK GRANT

- a.) Statements of Qualifications and Proposals were requested from consultants with a strong record in successfully assisting local governments with grant writing for and implementation of Community Development Block Grant (CDBG) programs. The City received one response from Associates in Local Government Associates, Inc. (ALGA) located in Alma, Georgia. *Staff recommends selecting ALGA as the grant administrator, contingent upon approval from the Department of Community Affairs as a sole source provider, to administer the 2022 Community Development Block Grant activities.*
- b.) Statements of Qualifications and Proposals were requested from engineering/architectural firms with a strong record in successfully assisting local governments with the implementation of Community Development Block Grant programs. The City received two proposals:

Still Waters Consulting Engineers – Leesburg, Georgia
Hofstadter & Associates, Inc. – Baxley, Georgia

Based on the rating criterion and final score for engineering/architectural firms, staff recommends selecting Still Waters Consulting Engineers for engineering/architectural preliminary design services for a potential FY2022 CDBG project and, if funded, for engineering/architectural services for project implementation.

DISCUSSION PAPER

COUNCIL MEETING DATE: FEBRUARY 14, 2022

FOR: CITY COUNCIL REVIEW AND CONSIDERATION

SUBJECT: APPROVAL OF AMENDING OFFICIAL CITY OF CAMILLA HOLIDAYS

PRESENTER: STEVE SYKES, CITY MANAGER

BACKGROUND:

THE CITY COUNCIL RECOGNIZES THE FOLLOWING NINE (9) HOLIDAYS IN WHICH BUSINESS OFFICES ARE CLOSED AND CITY EMPLOYEES ARE PAID FOR THE HOLIDAY WHILE NOT BEING REQUIRED TO WORK OR PAID FOR THE HOLIDAY AT A HOLIDAY PAY RATE IF THEY ARE REQUIRED TO WORK.

New Year's Day

Martin Luther King Jr. Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

Day following Thanksgiving

Christmas Eve

Christmas Day

DISCUSSION:

THE FEDERAL GOVERNMENT AND STATE OF GEORGIA HAVE BOTH ADOPTED JUNETEENTH (JUNE 19th) AS AN OFFICIAL HOLIDAY. IN 2022, BOTH STATE AND FEDERAL GOVERNMENTS WILL RECOGNIZE JUNETEENTH HOLIDAY ON MONDAY, JUNE 20, 2022.

REQUESTED ACTION:

STAFF RECOMMENDS CITY COUNCIL ADOPTION OF JUNETEENTH AS AN OFFICIAL HOLIDAY OF THE CITY OF CAMILLA.

**Law Enforcement Augmentation of Campus Security
by City of Camilla Police Department
for Tyson Foods, Inc., Services Agreement**

This Services Agreement entered into as the 15th day of June, 2021 effective as of the 15th day of June, 2021, by and between Tyson Foods, Inc. ("Tyson") and City of Camilla ("City").

RECITALS:

WHEREAS, Tyson has determined that the retention of City to provide augmentation of campus security in the best interest of Tyson employees, the community, and Tyson; and

WHEREAS, Tyson and City mutually desire to enter into this Agreement, which will facilitate campus security at Tyson.

NOW, THEREFORE, for and in consideration of the promises set forth above and the mutual benefits, covenants, and agreements set forth below, the parties hereby agree as follows:



**ARTICLE I.
DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meanings ascribed thereto unless otherwise clearly required by the context in which such term is used.

- 1.1 Campus. The term "Campus" shall mean the area outside of the Tyson Foods processing plant and related buildings.
- 1.2 Contract Officer. The term "Contract Officer" shall mean the person appointed by the Camilla Police Chief that is qualified and assigned to perform the duties as defined in this agreement.
- 1.3 Term. The term "Term" shall mean the contract period provided for under this Agreement.

**ARTICLE II.
COVENANTS OF CITY**

- 2.1 Retention of City. Tyson hereby retains City to augment campus security at Tyson in accordance with the terms of this Agreement.

KJ

2.2 Duties of City. When available, and at the request of Tyson, City shall provide the following services during the following times:

- Sunday 9:00 p.m. to Monday 5:00 a.m.;
- Monday 8:00 a.m. to 5:00 p.m.; Monday 9:00 p.m. to Tuesday 5:00 a.m.;
- Tuesday 8:00 a.m. to 5:00 p.m.; Tuesday 9:00 p.m. to Wednesday 5:00 a.m.;
- Wednesday 8:00 a.m. to 5:00 p.m.; Wednesday 9:00 p.m. to Thursday 5:00 a.m.;
- Thursday 8:00 a.m. to 5:00 p.m.; Thursday 9:00 p.m. to Friday 5:00 a.m.;
- Friday 8:00 a.m. to 5:00 p.m.; Friday 9:00 p.m. to Saturday 5:00 a.m.

2.2.1 Primary responsibilities: The City will assign a police officer ("Contract Officer") to maintain law and order on the Campus of Tyson and will be proactive in efforts to provide Tyson employees and visitors a safe and secure environment.

1. The Contract Officer shall enforce all state and local criminal laws, and address all employees and visitors intending to create or otherwise contributing to a disturbance and/or unlawful actions.
2. The City shall provide a marked or unmarked Camilla Police Department Patrol Unit that will be strategically parked in a visibly prominent location on the "campus".

2.2.2 Duty Assignments: The Contract Officer will maintain a position of high visibility and ready accessibility in and on the "campus" including, but not limited to the following:

1. Contract Officer may be provided a Tyson ID badge.
2. Contract Officer will be provided with a mobile 2-Way Radio to facilitate timely communication.
3. Contract Officer will patrol all areas of the "campus" in order to maintain high visibility to employees and visitors.
4. Contract Officer is to maintain a position of high visibility and observe employee parking lot during shift changes.

2.2.3 Officer Qualifications: it is recognized and acknowledged that the

KO

Camilla Police Department requires all officers to complete and undergo a back ground check and to participate in an on-going drug screening program in order to maintain their status as a sworn law enforcement officer. The City will maintain these records as part of the individual officers' personnel file.

2.2.4 Health Safety: Contract Officer shall be required to submit to health screening and clearance prior to orientation and annually thereafter as deemed necessary by Tyson.

2.2.5 Site Specific Education: in addition to the training provided by the City in order for the officers to maintain their individual status as a "duly sworn law enforcement officer", all Contract Officers are to receive mandatory orientation training and mandatory continuing education specific to Tyson. This education includes, but is not limited to, the following:

1. General Safety
2. Fire Safety
3. Hazard Communication
4. Emergency Preparedness
5. Infection Control/Hand Hygiene
6. Security and Workplace Violence
7. Confidentiality.
8. How to interact with employees and visitors.

2.3 Good Faith and Best efforts. City agrees to act in good faith, cooperate with Tyson, and use best efforts to fulfill the responsibilities and obligations set forth in this Agreement.

10

ARTICLE III.
FINANCIAL ARRANGEMENT

3.1 City Compensation: City agrees that the fees set forth in Section 3.2 shall be City's sole compensation for Services furnished by City pursuant to this agreement.

3.2 Payment of Compensation: Tyson shall pay City every two weeks based on the number of hours of service provided during the two-week period. The compensation amount shall be determined by multiplying the number of service hours performed by each employee of City during the two-week period by an hourly rate of \$36.00 per hour. Payment shall be made to City within fifteen (15) days of receipt of the billing documentation required in Section 3.3 herein.

3.3 Records and Documentation: City shall record promptly and maintain all information that, in the judgment of Tyson is necessary or desirable in order for Tyson to have records documenting the Services furnished by City hereunder. In addition, City shall prepare an invoice every two weeks itemizing the names, dates and number of hours of services provided by each employee of City, specifying the fee amount for each employee who provided said services. City agrees to submit such invoices within 5 days following the two week period in which the services were furnished.



ARTICLE IV.
TERM AND TERMINATION OF AGREEMENT

4.1 Term. This agreement shall be effective on the 15th day of June, 2021 and shall continue unless terminated as provided herein until September 30, 2025. The agreement shall be renewed on January 1st of each year during the term of this agreement unless the City gives notice by November 1st of the preceding year that the City does not intend to renew the agreement for the upcoming calendar year in which case the agreement shall be terminated absolutely and completely on the part of the City. Notwithstanding anything contained herein, the agreement shall be governed to the extent possible by O.C.G.A. §36-60-13 et seq. and should any conflict arise between the terms of this agreement and this code section, the code section shall prevail.

4.2 Immediate Termination by Tyson. Tyson may, at its option, terminate this Agreement immediately by written notice to City upon the occurrence of any of the following events: (i) Contract Officers' failure to meet any of the qualifications set forth in Section 2.2.3; (ii) City's failure to comply with the provisions of Section 2.2; or (iii) Tyson's determines that the health or safety of its employees and visitors are being jeopardized by the services provided by City under this Agreement.

4.3 Immediate Termination by City. City may, at its option, terminate this Agreement immediately by written notice to Tyson upon City's determination that this Agreement and the services provided hereunder conflict with the mission or function of the City of Camilla, including but not limited to the mission and function of the Camilla Police Department, or would constitute a conflict of interest as determined by the City Manager.

4.4 Termination or Notice for Default. In the event that either party shall give written notice to the other that such other party has breached a material provision of this Agreement (other than those specified in Section 4.2 above), and the breach remains uncorrected for a period of thirty (30) days after receipt of such written notice, the party

10

giving such notice may, at its option, after the expiration of the aforesaid thirty (30) day period, terminate this Agreement immediately.

4.5 Termination Due to Legislative or Administrative Changes. This Agreement is intended to comply with all relevant Georgia and federal statutes and regulations relating to the delivery of Tyson campus security services and the federal statutes and regulations governing entities exempt from federal taxation. In the event that there shall be: (i) the adoption of any new legislation or regulations applicable to this Agreement; (ii) the initiation of an enforcement action by a governmental entity with respect to legislation, regulations, or instructions applicable to this Agreement; then both parties agree to negotiate in good faith to amend the Agreement to conform with the existing laws or regulations. If agreement cannot be reached with respect to such amendments within thirty (30) days after the effective date of such change, adoption, enforcement, or notice (or such earlier time as may be required by such legislation or regulations), then either party may terminate this Agreement by written notice to the other party.

4.6 Optional Termination. Either party may terminate this agreement with thirty (30) days written notice to the other party.

4.7 Effects of Termination. Upon termination of this Agreement, as hereinabove provided, neither party shall have any further obligations hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations, promises, or covenants set forth herein that are expressly made to extend beyond the Term.

ARTICLE V.

MISCELLANEOUS

5.1 Status of City. It is expressly acknowledged by the parties hereto that City, in performing its duties and obligations under this Agreement, is an

140

"independent contractor" and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or to allow TYSON to exercise control or direction over the manner or method by which CITY performs the services which are the subject matter of this Agreement; provided, always, that the services to be furnished hereunder by CITY shall be provided in a manner consistent with Tyson Policies, the standards governing such services, and the provisions of this Agreement. City understands and agrees that, unless otherwise required under applicable federal income tax laws or the terms of any agreement between Tyson and the Internal Revenue Service, (i) Tyson will not withhold on behalf of City pursuant to this Agreement any sums for income tax, unemployment insurance, social security, retirement benefits, or any other withholding pursuant to any law or requirement of any governmental body relating to City, or make available to City any of the benefits afforded to employees of Tyson; (ii) all of such payments, withholdings, and benefits, if any, are the sole responsibility of City; and (iii) City will indemnify and hold harmless Tyson from any and all loss or liability arising with respect to such payments, withholding, or benefits, if any.

5.2 Access to Records. If this Agreement has a value or cost to Tyson of \$10,000 or more over any twelve-month (12-month) period, City shall perform the obligations as may be from time to time specified for subcontractors in Social Security Act, 1861 (v)(1)(I) and the regulations promulgated in implementation thereof (currently codified at 42 C.F.R., 420.300.304), including, but not limited to, retention and delivery of records related to this Agreement for a four (4) year period ending on the fourth (4th) anniversary of the termination of this Agreement or renewals of this Agreement. In the event any request for this Agreement or City's books, documents, and records is made pursuant to Social Security Act, 1861 (v)(1)(I) and associated regulations, Contractor shall promptly give notice of such request to Tyson and provide Tyson with a copy of such request and, thereafter, consult and cooperate with Tyson concerning the proper response to such request. Additionally, City shall provide Tyson with a copy of each book, document, and record made available to one or more

persons and agencies pursuant to Social Security Act 1861(v)(1)(I) or shall identify each such book, document, and record to Tyson and shall grant Tyson access thereto for review and copying.

5.3 Representations and Warranties Regarding Compensation. Each party represents and warrants on behalf of itself that the aggregate benefit given or received under this Agreement, whether in cash or in kind, has been determined in advance through a process of arm's-length negotiations that were intended to achieve an exchange of goods and/or services consistent with fair market value in the circumstances.

5.4 Notices. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been given or delivered if either personally delivered or mailed by registered mail, return receipt requested, postage prepaid, to the following addresses:

If to City: City of Camilla
30 East Broad Street
Camilla, GA 31730
Attn: City Manager

If to Tyson: Tyson Foods
Address: _____

Attn: _____

5.5 Assignment. City may not assign or transfer any of City's rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of Tyson. Tyson may assign or transfer any of its rights, duties, or obligations under this Agreement, in whole or in part to any successor entity operating Tyson, which assignment shall forever release Tyson hereunder.

5.6 No Waiver. The failure of either party to insist at any time upon the strict observance or performance of any provision of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any right or remedy of such party or be construed as a waiver or relinquishment thereof with respect to subsequent defaults or breaches. Every right and remedy given by this Agreement to the parties hereto may be exercised from time to time and as often as may be deemed expedient by the appropriate party.

5.7 Additional Assurances. The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties, except as may be herein specifically provided to the contrary; provided, however, City and Tyson each shall promptly and duly execute and deliver to the other such additional documents and assurances and take any and all other actions as either party may reasonably request in order to carry out the intent and purpose of this Agreement during the Term hereof.

5.8 Governing Law. This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Georgia.

5.9 Enforcement. In the event either party resorts to legal action to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorneys' fees.

5.10 Warranty of Authority. Tyson represents and warrants to City that it has the full power and authority to enter into this Agreement, that all required corporate action has been duly taken in connection herewith, and that upon execution of this Agreement by Tyson, this Agreement shall become a binding obligation of Tyson, enforceable against Tyson in accordance with its terms and applicable law. City represents and warrants to Tyson that City has the full power and authority to enter into this Agreement, that City has no other contract or agreement that this Agreement would violate, and that upon execution of this Agreement by City, this Agreement shall become a binding obligation of City, enforceable against City in accordance with its terms and applicable law.

5.11 Severability. If any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable, the remainder of this Agreement, and the application of any term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and all other terms shall be valid and enforceable to the fullest extent permitted by the law.

5.12 Entire Agreement: Amendments. This Agreement sets forth all of the representations, promises, agreements, conditions, and understandings between the parties relating to the subject matter of this Agreement, and supersedes any prior or contemporaneous representations, promises, agreements, conditions, and understandings between the parties in any manner relating to the subject matter hereof.

This Agreement may be amended only by a written agreement signed by both parties, and such amendment(s) will become effective on the date stipulated therein.



IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals as of the date above first written.

CITY OF CAMILLA

TYSON FOODS, INC



Kelvin M Owens
Mayor

6-24-2021



EMPLOYMENT HISTORY

Employed from: _____ to _____ Total Years/Months: _____
 Starting Salary: \$ _____ per _____ Final Salary: \$ _____ per _____
 Employer: _____ Employer Phone #: _____
 Address: _____
 Type of Business: _____ Job Title: _____
 Specific Duties: _____
 Reason for Leaving: _____

Employed from: _____ to _____ Total Years/Months: _____
 Starting Salary: \$ _____ per _____ Final Salary: \$ _____ per _____
 Employer: _____ Employer Phone #: _____
 Address: _____
 Type of Business: _____ Job Title: _____
 Specific Duties: _____
 Reason for Leaving: _____

Employed from: _____ to _____ Total Years/Months: _____
 Starting Salary: \$ _____ per _____ Final Salary: \$ _____ per _____
 Employer: _____ Employer Phone #: _____
 Address: _____
 Type of Business: _____ Job Title: _____
 Specific Duties: _____
 Reason for Leaving: _____

REFERENCES:

Name: _____ Address: _____ Phone: _____
 Name: _____ Address: _____ Phone: _____
 Name: _____ Address: _____ Phone: _____

I hereby certify all statements made on this form are true to the best of my knowledge. I fully realize should an investigation disclose any misrepresentation, I will be subject to immediate termination.

Signature

Date

Credit Card

Purchasing Card and Travel Expense Reimbursement Policy

A. **Overview**

The Georgia General Assembly established guidelines and penalties into the Official Code of Georgia Annotated (“O.C.G.A.”) which provides that no municipal corporation shall issue government purchasing cards or government credit cards to elected officials on or after January 1, 2016, until the governing authority of the municipal corporation, by public vote, has authorized the issuance and has promulgated specific policies regarding the use of such government purchasing cards or government credit cards for elected officials of such municipal corporation.

B. **Purpose**

The purpose of this policy is to set requirements and standards for the City of Camilla Credit Card and Purchasing Card Program. The policy is not intended to replace current State of Georgia statutes but is intended to comply with such state laws and establish more efficient guidelines for elected officials using such purchasing cards. At no time should a city issued purchasing card or credit card be used for personal purchases regardless of the circumstances. Utilizing the purchasing card or credit card for personal use or for any item or service not directly related to such official’s public duty may result in disciplinary action including, but not limited to, felony criminal prosecution. All purchases utilizing a government purchasing card or government credit card must be in accordance with these guidelines and with state law.

C. **Scope**

This purchasing card policy, as required by state law under O.C.G.A. § 36-80-24(c), applies to the use of government purchasing cards or government credit cards used by elected officials authorized to be issued such government purchasing cards or government credit cards. The below list of officials have been authorized by the governing authority of the city to use such government purchasing cards or government credit cards and must abide by all of the applicable state laws and this purchasing card policy.

1. Mayor
2. City Council Members

D. **Public Inspection**

In accordance with O.C.G.A. § 36-80-24(b) any documents related to purchases using government purchasing cards or government credit cards incurred by elected officials shall be available for public inspection.

E. **Transaction Limits**

Transaction limits are hereby established to insure compliance with state purchasing laws, maintain proper budgetary controls, and to minimize excessive use of any

individual credit line. Individual monthly card limits cannot exceed those established by the municipal governing authority. The established single transaction limit for each card must be less than \$2,500.00. The established monthly card limit is based upon the city's budgetary constraints and is not to exceed \$2,500.00 per month. Any exceptions to the standardized limits must have express written approval by the municipal governing authority and must be added to this policy by amendment or addendum.

F. Authorized Travel

- a. The Mayor is authorized to attend the Georgia Municipal Association (GMA) Spring and Fall Training, GMA Mayor's Day (currently titled Cities United Summit), and the Annual GMA Conference. In addition to GMA training, the Mayor is authorized to attend the Municipal Electric Authority of Georgia Annual Meeting, the Municipal Electric Authority of Georgia Mayor's Summit, and the National League of Cities annual meeting.
- b. Members of Council are authorized to attend the Georgia Municipal Association (GMA) Spring and Fall Training, GMA Mayor's Day (currently titled Cities United Summit), and the Annual GMA Conference. Members of Council are authorized to attend the Municipal Electric Authority of Georgia Annual Meeting and the National League of Cities annual meeting.
- c. All other Georgia Municipal Association related training that is offered online or at alternative venues.
- d. All other training and travel reimbursement requires advance Council approval.

G. Purchasing Restrictions

1. Elected Officials may not use a government purchasing card or government credit card for the following:
 - a. Any purchases of items for personal use.
 - b. Cash refunds or advances.
 - c. Any transaction amount greater than the transaction limits set for by this policy.
 - d. Items specifically restricted by this policy, unless a special exemption is granted by the municipal governing authority.
 - e. Alcohol or liquor of any kind. Such purchases should not be made with the purchasing card and may not be reimbursed by the city.
 - f. Purchases or transactions made with the intent to circumvent the city purchasing policy, transactional limits, or state law.

1. Serve as a liaison between the city's cardholders and the issuers of such cards.
2. Maintain the cardholder agreement for all cardholders.
3. Provide instruction, training, and assistance to cardholders
4. Maintain account information and secure all cardholder information.
5. Keep cardholders up-to-date on new or changing information
6. Upon receipt of information indicating fraudulent use or lost/stolen cards immediately report it to appropriate parties, including the issuer.
7. Ensure all card accounts are being utilized properly as set forth by state law and this policy.
8. Define the city's policy and procedures for proper documentation and storage of receipts, logs, and approvals required under this policy.
9. Identify any changes to named persons authorized to use a government purchasing card or government credit card.
10. Any other duties assigned by the municipal governing authority.

J. Accounting and Auditing

The Administrator, in an effort to ensure compliance with city policy and state law, will conduct quarterly reviews and audits of all government purchasing card or government credit card transactions. The review is designed to ensure compliance, identify non-compliance issues and misuse, and through corrective measures assist the city with improving compliance. The quarterly review and audit should happen within 30 (thirty) days of the start of a new quarter. After completing the quarterly audit the Administrator shall notify cardholders of any violations or questions the Administrator has that occurred within that previous quarter. Depending on the severity of the violation, the Administrator may suspend or revoke the use of the government purchasing card or government credit card after notification to the cardholder and to the municipal governing authority, but only after consultation with the city attorney. Any unresolved violations should be reported to the municipal governing authority and the city attorney in writing within 10 (ten) business days.

K. Violations

The use of a government purchasing card or government credit card may be suspended or revoked when the Administrator, after consultation with the city attorney, determines that the cardholder has violated the approved policies or state law regarding the use of the government purchasing card or government credit card. The government purchasing card or government credit card shall be revoked whenever a cardholder is removed from office with the city and shall be suspended if such elected official has been suspended from office.

L. Agreement

Before being issued a government purchasing card or government credit card under this policy and state law, all authorized users of government purchasing cards or government credit cards shall sign and accept below indicating that such user will use such cards only in accordance with the policies of the city and with the requirements of state law.

As an elected official for the City of Camilla I hereby acknowledge receipt of the Credit Card/Purchasing Card and Travel Expense Reimbursement Policy.

Name Printed

Signature

Title: _____

Date: _____

TRAVEL ADVANCE REQUEST

Instructions:

1. Any travel resulting in advancement or reimbursement must be submitted on this form.
2. This form must be submitted to the City Clerk at least fifteen (15) days prior to date of travel.
3. Advance payment shall be made only to Mayor, Council Members, and vendors providing services such as registration, lodging and other customary incidentals.
4. Supporting documentation and registration requirements must be presented at the time of request for travel.

INFORMATION

NAME: _____

DEPARTMENT: _____

CONFERENCE, MEETING, SEMINAR, ETC. INFORMATION:

NAME OF CONFERENCE: _____

ADDRESS: _____

CITY: _____

DEPARTURE DATE: _____ TIME: _____ AM PM

RETURN DATE: _____ TIME: _____ AM PM

WILL YOU USE YOUR PERSONAL VEHICLE FOR TRAVEL? YES NO

WILL YOU INCUR DESTINATION CHARGES? YES NO

I hereby certify the travel expenses requested above will be incurred by me while on official City of Camilla business.

Signed: _____

Date: _____

Title: _____

CURRENT POLICY

Date of Last Amendment: December 14, 2020

CITY OF CAMILLA **POLICY ON THE CONDUCT OF CITY COUNCIL MEETINGS**

An agenda together with accompanying information shall be sent to the Mayor and each member of the City Council by the City Clerk three days preceding the Council meeting. This agenda, upon approval at the beginning of each meeting, shall govern the order of business for the meeting. Additions, deletions, or amendments to the approved agenda shall be made by a majority vote of the Council.

Following the approval of the minutes of the previous meeting, there shall be an agenda item entitled "speaker appearances." This agenda item shall contain a list of those individuals who have requested at least three (3) business days in advance of the meeting that their names be placed on the agenda. Following presentations by those on the agenda, the chairperson shall recognize those who wish to speak on a specific agenda item and have completed a speaker appearance form.

Individuals who wish to appear before the Council may submit a written request to the City Clerk together with a statement of the topic to be addressed. Those individuals who have submitted a written request to appear before the City Council prior to the meeting shall be allowed to address the Council for up to three (3) minutes.

Immediately prior to each meeting, individuals who wish to address a specific agenda item shall complete a speaker appearance form, a copy of which is attached hereto as "Exhibit A." The speaker appearance form will be provided by the City Clerk or the City Clerk's designee who shall be available to answer any questions regarding procedures for addressing the Council. Speakers who wish to address a specific agenda item shall be given up to three (3) minutes to make their remarks. No speakers will be allowed who did not complete a speaker appearance form before the meeting.

The Council may prohibit discussion of those matters that are exempt from public discussion by the Georgia Open Meetings Act. These topics may include real estate acquisitions, pending litigation, and personnel matters. Speakers may submit any concerns exempt from discussion to the Council or City Manager in writing. No comments or presentation regarding any pending criminal charges shall be allowed until 10 days after a final judgement in the matter or until 10 days after all charges have been dismissed. Notwithstanding any provision contained in this policy, meetings of the Camilla City Council are not open forums and public comments shall be limited to those matters pertaining to the operation and function of the municipal government of the City of Camilla. Nothing in this policy shall provide any individual any right to make a presentation to the Council that is irrelevant or unrelated to the City of Camilla.

Prior to any statement or presentation to the Council, each speaker shall state his/her name and shall provide his/her address. Each speaker shall comply with the following restrictions:

1. No person shall be allowed to make obscene, derogatory, or slanderous remarks that disrupt the orderly conduct of the meeting.
2. No person shall disrupt the meeting or interfere in any way with the orderly conduct of the meeting.
3. Remarks shall end when a speaker's allotted time has expired.
4. Speakers may respond to questions from the Mayor and City Council, should clarification be necessary. Provided, however, no person shall be permitted to enter into discussion with the Mayor or Council member or any member of the City of Camilla staff during the conduct of a meeting.

The public comment period is designed to gain input from the public and not for immediate responses by the City to public comments. While the City cannot assure each speaker of a specific or individualized response, the City will consider the public comments and any supporting materials provided by speakers.

Any person who willfully violates these rules shall be prohibited from appearing before the Council for a period of 60 days. The Mayor shall order the removal of anyone who disrupts or interferes with the orderly conduct of the meeting.

Availability of Agenda

Prior to any meeting of the Camilla City Council, the Council shall make available an agenda of all matters expected to come before the Council at such meeting. The agenda shall be available upon request and shall be posted at the meeting site as far in advance of the meeting as reasonably possible, but shall not be required to be available more than two weeks prior to the meeting and shall be posted at a minimum at some time during the two-week period immediately prior to the meeting. Failure to include on the agenda an item which becomes necessary to address during the course of the meeting shall not preclude consideration of and action upon such item.

CITY COUNCIL SPEAKER APPEARANCE FORM



Please Print

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ EMAIL: _____

CHECK ONE: AGENDA ITEM NON-AGENDA ITEM

COUNCIL MEETING DATE: _____

ITEM/TOPIC TO BE ADDRESSED: _____

Any individual wishing to address the Camilla City Council must complete the information requested above. Speakers will be allotted three (3) minutes in which to complete their presentation abiding by the following rules:

- No person shall be allowed to make obscene, derogatory, or slanderous remarks that disrupt the orderly conduct of the meeting.
- No person shall disrupt or interfere in any way with the orderly conduct of the meeting.
- Remarks shall end when a speaker's allotted time has expired.
- Speakers may respond to questions from the Mayor and Council members, should clarification be necessary; provided, however, no person shall be permitted to enter into discussion with the Mayor, a Council member, or any member of the City of Camilla staff during the conduct of a meeting.
- No question or comment shall be directed to the Mayor or individual Council members but shall be directed to the entire Council.

Any person willfully violating these rules may be prohibited from appearing before the Council for a period of sixty (60) days. By majority vote, the City Council shall order the removal of anyone who disrupts or interferes with the orderly conduct of the meeting.

Date

Speaker Signature

FOR OFFICE USE ONLY

Received By: _____ Council Meeting: _____

Date: _____ Time: _____

Comments: _____

Rev: February 2022

RIGHT OF WAY MAINTENANCE AGREEMENT

By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

City of Camilla

THIS AGREEMENT made and entered into this **Fourth** day of **February**, **2022** by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter alternately referred to as “**DEPARTMENT**” or “**LICENSOR**”, and the **City of Camilla** hereinafter referred to as “**LICENSEE**”.

WHEREAS, the **DEPARTMENT** desires to enter into a public/private partnership to perform certain services relating to maintenance within **DEPARTMENT’S** right of way, hereinafter called the “**PROJECT**”, and

WHEREAS, the **LICENSEE** has represented to the **DEPARTMENT** that, if such permission is granted to the **LICENSEE**, **LICENSEE** shall bear all costs and liability associated with the **PROJECT**; and

WHEREAS, the **LICENSEE** has represented to the **DEPARTMENT** that they are qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representations;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

ARTICLE I
SCOPE OF PROJECT

The **DEPARTMENT** shall permit the **LICENSEE** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section of the **DEPARTMENT'S** rights of way.

This permission shall be granted by the means of this Agreement for the entire scope of the **PROJECT**, as set forth herein.

The maintenance duties and responsibilities of the **LICENSEE** are defined and set forth in Article XI – **MAINTENANCE WORK PLAN** of this Agreement, and further enumerated and described in Exhibit 'A' – Application and Permit for Special Encroachment with approved drawings or final working drawings for a Department-approved construction **PROJECT**. Exhibit 'A' is attached hereto and incorporated by reference as if fully set out herein. The **PROJECT** location shall be defined or delineated as part of Exhibit 'A'. The required Special Encroachment Permit and/or the construction **PROJECT** final working drawings are to be approved or issued by the **DEPARTMENT**.

Should the **LICENSEE** desire that these maintenance services be performed by a third party, **LICENSEE** and the third party shall enter into subsequent agreement, whereby the **LICENSEE** shall assume all responsibility of repayment to the third party for those services to be rendered as set forth in Article XI - **MAINTENANCE WORK PLAN**. The Agreement between **LICENSEE** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, set forth by the **DEPARTMENT**, and all liability associated with the **PROJECT** shall be borne by **LICENSEE** and any third parties, as set forth in Article VIII, herein.

ARTICLE II
EXECUTION OF CONTRACT AND AUTHORIZATION
TIME OF PERFORMANCE

Time is of the essence in this agreement. The **LICENSEE** shall execute this Agreement and return it to the **DEPARTMENT** within thirty (30) days after receipt of contract forms from the **DEPARTMENT**.

The **LICENSEE** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement (unless noted otherwise in Exhibit A or upon **PROJECT** construction completion).

Subject to the terms and conditions set forth in this Agreement, and upon execution of this Agreement, the **DEPARTMENT** grants the right to the **LICENSEE** to maintain, as set forth in Article XI- **MAINTENANCE WORK PLAN**, that specific section of right-of-way identified in this Agreement, and herein defined as the **PROJECT**.

The duration of this Agreement shall be for fifty years from the date above first written unless terminated sooner by the **DEPARTMENT** or **LICENSEE**.

ARTICLE III
SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the parties. It is understood, however, that **LICENSEE** shall not engage in any activities or conduct any work which would be considered to be outside the scope of the permission granted to **LICENSEE** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by any party with written approval by the other parties.

**ARTICLE IV
ASSIGNMENT**

It is understood by the **LICENSEE** that the work is considered personal and, except as provided for in Article I, **LICENSEE** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

**ARTICLE V
CONTRACT DISPUTES**

This Agreement shall be deemed to have been executed in Mitchell County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this contract shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

**ARTICLE VI
INSURANCE**

Prior to beginning work, the **LICENSEE** shall obtain and certify to the **DEPARTMENT** that it has the following minimum amounts of insurance coverage:

- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence, or proof of self insurance.
- (c) Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000), or proof of self insurance.

- (d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the **PROJECT**.
- (e) Insurance shall be maintained in full force and for the life of the **PROJECT**.

The **LICENSEE** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. These certificates **shall** also provide that the insurance will not be modified or canceled without a 30 day prior written notice to the **DEPARTMENT**. Failure by the **LICENSEE** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and forfeiture of the Performance and Payment Bonds. The **LICENSEE** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.

ARTICLE VII COMPENSATION

It is agreed that **LICENSEE** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any **and all** issues relating to compensation and payment shall be resolved by and between **LICENSEE** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, **LICENSEE** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the parties.

Should **LICENSEE** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LICENSEE**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

ARTICLE VIII

RESPONSIBILITY FOR CLAIMS AND LIABILITY
LICENSEE NOT AGENT OF DEPARTMENT

LICENSEE, and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of work assigned to **LICENSEE** under this Agreement. **LICENSEE** further agrees that they shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements installed by or for the **LICENSEE** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if **LICENSEE** causes the damage. These indemnities shall not be limited by reason of the listing of any insurance coverage.

It is further understood and agreed that **LICENSEE**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX
TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this contract for just cause at any time by giving of thirty (30) days written notice of such termination. Upon receipt of such notice of termination, **LICENSEE** shall discontinue and cause all work under this contract to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination. **LICENSEE** shall have the right to terminate this contract at any time, provided that such termination is first approved by the **DEPARTMENT**, and that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** allow the **LICENSEE** to terminate the agreement, the termination, unless determined otherwise in writing by the **DEPARTMENT**, shall be contingent upon the following:

- A. The **LICENSEE**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LICENSEE** at no cost to the **DEPARTMENT**.
- B. The **LICENSEE** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- C. The **LICENSEE** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- D. The **LICENSEE** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LICENSEE**.

The **DEPARTMENT** and the **LICENSEE** agree that, should the **LICENSEE** fail to perform the maintenance, as set forth in Article XI - **MAINTENANCE WORK PLAN**, the **DEPARTMENT** may require the **LICENSEE** to remove, restore, and reimburse according to items “A”, “B”, “C”, and “D” above, as applicable, and then terminate the agreement.

ARTICLE X

COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

- A. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
- B. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
- C. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full.

ARTICLE XI
MAINTENANCE WORK PLAN

- The City of Camilla will be responsible for maintaining the structure, landscape, and aesthetics of the gateway sign for which it is being permitted.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

Commissioner or designee

ATTEST:

Treasurer

LICENSEE:

City of Camilla _____
(Title)

Sworn to before me this
_____ day of _____, 20____.

NOTARY PUBLIC
My commission expires _____, _____.

EXHIBIT 'A'

(Attach the Application and Permit for Special Encroachment with approved drawings **or** the final working drawings for a Department-approved construction)





City Manager Monthly Report

February 14, 2022

Follow-up Info

Feedback

Information Updates

Project Updates

- **Splash Park building, parking lot, playground and splash pad is substantially complete with a few punchlist items remaining.**
- **Toombs Park pavilion is completed. Playground equipment has begun arriving.**
- **Toombs Park basketball court renovation project is completed.**
- **Boys & Girls club building renovation project has been cancelled. I am currently developing a price to build a new building.**
- **Public Wi-Fi project is complete and available for connection.**
- **TSPLOST Paving & Sidewalk Project is complete except for the repair needed at the Campbell Street entrance.**
- **LMIG Paving Project is complete.**
- **The 2020 CDBG project is completed except for the resurfacing work added as a change order to maximize the grant award.**
- **Gateway sign plans are completed and bids are being acquired.**
- **Demolition & Renovation of ten (10) Dilapidated Properties were successfully completed.**



30 East Broad Street
Camilla, GA 31730



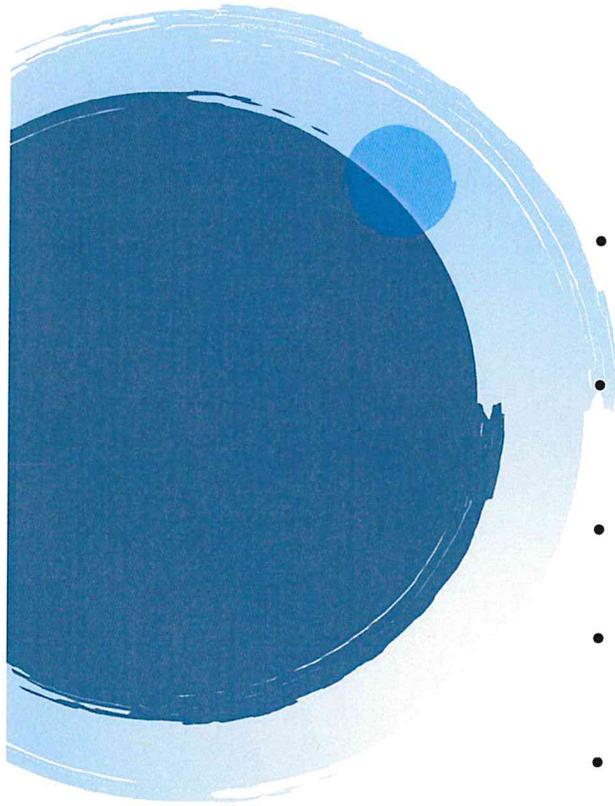
229.330.2300



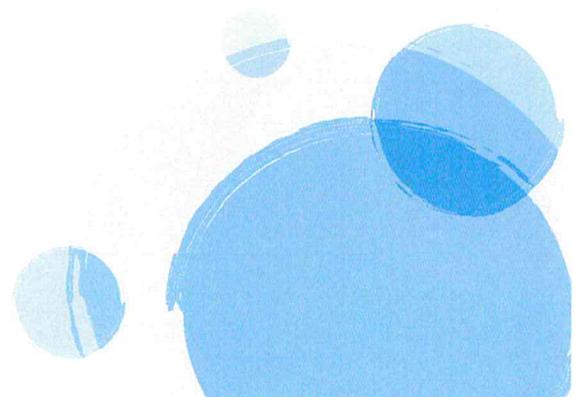
steves@cityofcamilla.com

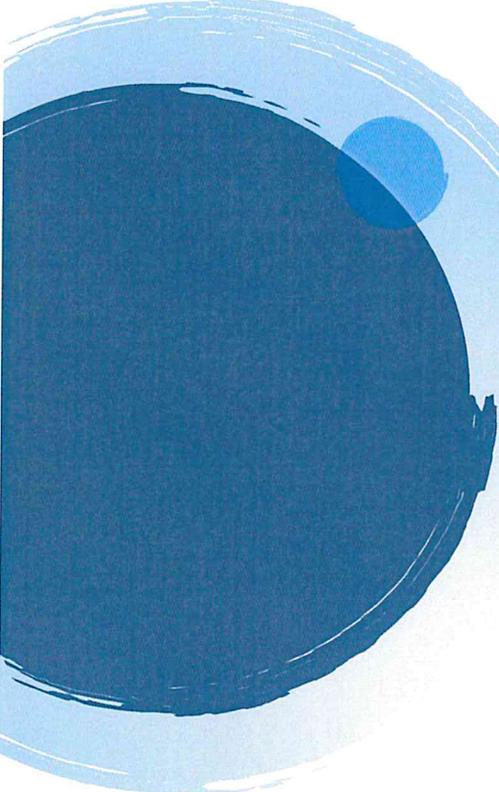


www.camillaga.net



- Camilla Police Department completed 21st Century Policing Training for all officers and a Community presentation was held in the Camilla Depot and broadcast on the City's Facebook account.
- The GEFA water project bids were received September 16, 2021. The bid was awarded by Council in November and completion was scheduled for completion by January 31, 2022 but supply chain disruptions have delayed pipe material delivery.
- The GEFA sewer projects are in the design phase and bids are being prepared for advertisement. Construction of the GEFA sewer projects are currently scheduled for January 31, 2022.
- Airport Hangar construction is complete. The lease agreement is executed and the tenant has installed leasehold improvements.
- The FAA/GDOT funded corporate hanger bid was opened September 2, 2021 and only one (1) bid was received \$61,000 over budget. Council rejected the sole bid last month. The re-bid was held on November 18, 2021. Drummond Construction is the low bidder and their completion date is set for 120 days from their Notice to Proceed. Anticipated designs are due April 15, 2022 and construction completion is anticipated September 30, 2022.
- The DCA PlanFirst application was submitted May 12, 2021. The City received word this week that the application was not approved this round. Staff requested and received a review with DCA to receive feedback on ways to improve the application for resubmittal.
- A downtown signage plan consultant is being retained.
- The Council Chamber Renovation Project is underway and should be completed this month.





Covid-19 Update

City Facilities are now partially open to the public and customers are escorted to meet individually with staff. Employees are required to wear face coverings and use safety shields when meeting with customers. When visitors are not present, employees have the option of wearing a mask in the building.

CUMMULATIVE TOTAL FOR MITCHELL COUNTY

- Total positive tests – 3050 (13.9%)
- Total hospitalization – 313 (1.4%)
- Total reported deaths – 93 (0.4%)

(% of Total Mitchell County population)

THIS WEEK

Friday February 4 – February 10, 2022

- Weekly new positive tests – 64
- Weekly new hospitalization – 4
- Weekly new reported deaths - 1

PRIOR WEEKS

Friday January 28 – February 3, 2022

- Weekly new positive tests – 173
- Weekly new hospitalization – 5
- Weekly new reported deaths - 0

Friday January 21 – January 27, 2022

- Weekly new positive tests – 161
 - Weekly new hospitalization – 2
 - Weekly new reported deaths - 2
- 