

**MINUTES – REGULAR MEETING
CITY OF CAMILLA, GEORGIA
FEBRUARY 14, 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, February 14, 2022 by Mayor Owens.

Roll call indicated the following present: Councilmember Tucker, Councilman Burley, 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 Twitty 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 AGENDA

Mayor Owens asked for a motion to approve the agenda. Councilmember Tucker requested, with Council consensus, Item #m be moved up on the agenda. A motion was made by Councilman Burley and seconded by Councilman Morgan to approve the February 14, 2022 agenda. Mayor Owens asked if there was unanimous consent to move Mr. Williamson (Item #m) up first when we get to the agenda items. With no objection, the motion to approve the February 14, 2022 Agenda and move Item #m to the top of the action agenda passed by a unanimous vote.

APPROVAL OF MINUTES

On motion by Councilman Pollard, seconded by Councilman Twitty, the minutes from the January 10, 2022 City Council Meeting were approved as presented by a unanimous vote.

SPEAKER APPEARANCE (AGENDA ITEM)

Annie Doris Willingham appeared before the Mayor and Council to speak on Agenda Item #g – Tyson Foods, Inc. Services Agreement – Private Security Detail. She stated she is still concerned about Tyson. Mitchell-Baker High School, a Camilla business on Hwy. 37, asked for an officer to be present because a student was fighting at school. It was granted, she worked there, and she felt safe. Tyson, a Camilla business on Hwy. 19, asked for an officer because of the loss of life by a shooting and it was granted. She talked to several employees and they said a police officer is in the car, sometimes it is a lady and sometimes it is men, and they feel safe when they see a Camilla PD car on the grounds. So far since the officer has been present in 2020 and 2021 they have not had any shootings. Tonight they are voting to end that one officer's presence. Councilman Burley, she feels, should not be able to vote on anything concerning Tyson because his family is financially connected to Tyson by owning chicken houses. This month is Black History Month and today is Valentine's Day. Where is the love for Tyson employees? They just

SPEAKER APPEARANCE (cont.)

want to work, feed their children, and be safe. The officer at Tyson, to her understanding, is at no cost or low cost to the city but that should not be their concern. Our concern should be to save people's life. That should be more important than anything and as adults, if there is an issue, they should be able to solve that issue and tell those people there that their life matters, just as we have an officer at this meeting. Mayor Owens commented in her statement she mentioned a school officer and asked Mrs. Willingham if that was a public school. She replied it was. Mayor Owens asked her if she was aware that Tyson was a private company and wanted to make sure we have that distinction for the record. Mrs. Willingham stated if it is a private company, and the people out there are not private, and they are being shot at, if there is an issue it is the Mayor and City Council of Camilla, and people being from Camilla, we should be able to work it out. Councilman Pollard commented she stated we have police officers at Mitchell County High and asked if they were from Camilla PD. She responded yes and she was working there. He stated he has never seen an officer from Camilla PD there but there are resource officers. Mrs. Willingham replied Mr. Haywood was working there, who is now in Albany, and was the officer at Mitchell County High School while she was working there. And they still have a resource officer there provided by the county. Back then it was provided by Camilla PD. Mayor Owens stated she mentioned the shooting and the tragedy of that shooting at the same time as the coverage we sent out there. He wants to make sure she is aware the shooting happened in June and our police officers were out there since April. Our officers were at Tyson prior to the shooting on the night shift. Mrs. Willingham commented it happened on the day shift. Mayor Owens stated he wants the record to be clear the former Councilwoman mentioned the school which is public property and Tyson is private property. The contract the City Manager executed started in April, some two to three months prior to the tragedy of the shooting.

ACTION ITEMS

FUNDING REQUEST – TENNIS COURT RESURFACING

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 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.

A motion was made by Councilman Pollard and seconded by Councilman Burley. Mayor Owens stated Mr. Williamson was present if anyone had questions for him. Councilman Morgan asked about the long-term lease and what it would look like and if the courts are open to the public. Mr. Williamson commented Carol Shiver is with him and is head of the Tennis Association and the courts are open to the public. It was created forty years ago and the hard courts are only used, frankly, by the high school and the different teams with Carol. He was there two Sunday's ago and she had twenty plus ladies there playing team tennis from all other south Georgia. The tennis benefit created forty plus years ago is responsible for the Service Center being here as well as the Boys and Girls Club. The Service Center owns the property out there. He has raised money for

FUNDING REQUEST – TENNIS COURT RESURFACING (cont.)

fifty years in this community mostly for the Service Center and the Boys and Girls Club. He just needs some help to resurface the courts. Carol is working with someone and it is about \$100,000. This \$25,000 will go a long way for them and they are almost there. They have a contribution from Mitchell County, Carol and Laura Beth have gotten approximately \$20,000 and ARC, because it is a tennis benefit, has quite a bit of money in their account. Mayor Owens commented one of the reasons why it is on the agenda today is because at the work session last week there was a consensus of the Council it was something at least worth voting on, especially from the last handout he provided them. He stated Mr. Williamson mentioned Councilwoman Tucker is fund raising or has fund raised for this particular item. Councilmember Tucker replied she has applied for some grants on behalf of the community tennis association as a volunteer and assisted with that. Mayor Owens commented from what he can tell the councilwoman isn't going to benefit from this personally but because Mr. Williamson mentioned it in his comments he wanted to make sure the record indicates Councilwoman Tucker doesn't own the court or anything. Councilmember Tucker commented so it is clear for the record the courts are owned by the Mitchell-Baker Service Center, there is a long-term lease, and maintained by the Mitchell County Recreation Department. They are recreation courts and they go to play in other communities where you have to pay a court fee, but here they are free to the public. The city owns three courts, the County Recreation Department maintains the three courts at the Service Center, and the tennis pro maintains the three courts at the play courts. Mr. Williamson stated because of COVID they have not been able to have the tennis benefit for the third year. They have been raising around \$50,000 to \$60,000 for the past forty plus years. Fortunately they are familiar with the Fogg Trust and they met not too long ago with the trustees and they are going to continue, as of now, to support our community. It is a lot of money for the Service Center and the Boys and Girls Club. City Manager Sykes commented for the language of the long-term lease or similar agreement, the intent is to piggyback off what Mitchell County Commission does. They [Mitchell County Commission] made a similar financial commitment to Mr. Williamson. His thought after talking with them was the vehicle they use to make that contribution for public purpose, we could piggyback off that. After additional discussion, the motion to assist with court repairs in the amount of \$25,000 passed by a unanimous vote.

RESOLUTION NO. 2022-02-14-1 – BLACK HISTORY MONTH

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.

A motion was made by Councilman Pollard and seconded by Councilman Burley to approve Resolution No. 2022-02-14-1 and authorize the Mayor to sign. Mayor Owens commented this is typically a proclamation but we like having the Council participate which is why it is a Resolution. Mayor Owens read Resolution No. 2022-02-14-1 for the record. Roll call vote indic-

RESOLUTION NO. 2022-02-14-1 – BLACK HISTORY MONTH (cont.)

ated the following in favor of the motion: Councilmember Tucker, Councilman Burley, Councilman Morgan, Councilman Twitty, Councilman Pollard, and Councilman Palmer. The motion passed by a unanimous vote.

RESOLUTION NO. 2022-02-14-2 – MASTER FEE SCHEDULE REVISION (SOLID WASTE)

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.

A motion was made by Councilman Pollard and seconded by Councilman Burley to approve Resolution No. 2022-02-14-2 with authorization for the Mayor to sign. The motion passed by a unanimous vote.

BURSON ROAD SEWER EXTENSION – BID AWARD

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, Inc. be awarded the bid and the Council also recommends awarding the bid to Green's Backhoe 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.

A motion was made by Councilman Pollard and seconded by Councilman Burley to award the bid to Green's Backhoe, Inc. subject to execution of an Intergovernmental Agreement with the Mitchell County Board of Commissioners. The motion passed by a unanimous vote.

2022 COMMUNITY DEVELOPMENT BLOCK GRANT – SELECTION OF GRANT ADMINISTRATOR AND ENGINEERING CONSULTANT

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

2022 COMMUNITY DEVELOPMENT BLOCK GRANT – SELECTION OF GRANT ADMINISTRATOR AND ENGINEERING CONSULTANT (cont.)

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 Consulting Engineering 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.

A motion was made by Councilman Pollard and seconded by Councilman Twitty to approve the selection of Associates in Local Government Assistance, Inc. and Still Waters Consulting Engineers for the 2022 CDBG project. Councilman Morgan asked City Manager Sykes if he has ideas or where to steer the group as they begin to make application for the 2022 CDBG. City Manager Sykes responded he does not and selection of the grant administrator and engineer need to be on board so they can help guide the Council through potential projects. Once the Council approves the administrator and engineer, the next step will be to have a work session with Council so we can give ideas of project types available, the type of available funding, and get Council feedback. A public hearing will be next and we want the public hearing to be as productive as possible. The motion to approve Associates in Local Government Assistance, Inc. as the grant administrator, contingent upon approval from the Department of Community Affairs as a sole source provider, and Still Waters Consulting Engineers for engineering/architectural services for the 2022 Community Development Block Grant passed by a unanimous vote.

DESIGNATION OF JUNETEENTH AS CITY HOLIDAY

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. Resolution No. 2022-02-14-4 was prepared and added to the documentation tonight and recommended for approval by Council.

On motion by Councilman Pollard, seconded by Councilman Morgan, the motion to approve Resolution No. 2022-02-14-4 recognizing Juneteenth as an official holiday for the City of Camilla passed by a unanimous vote.

COMMUNITY COVID-19 VACCINE INCENTIVE

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

COMMUNITY COVID-19 VACCINE INCENTIVE (cont.)

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.

A motion was made by Councilman Pollard and seconded by Councilman Burley to approve use of ARPA funds for a community vaccine incentive program contingent upon approval of the mechanism to administer the program. Councilmember Tucker commented she talked to a lot of citizens regarding this to try and get a good idea of what the community's interest is and as she stated before, she and everyone in her family is fully vaccinated. She talked with a number of citizens over the last week and has not had one citizen to support this. She talked with the Mitchell County Health Department since they held a vaccine incentive day on January 25th similar to what we are doing and 71 people participated. Comments received by her from citizens is they are already vaccinated, will not get rewarded, and have already done the right thing. Others stated this is outside the City's lane and is the Health Department's lane and they need to be the one. We can serve in a role of education, marketing, and encouraging as leaders by speaking out they believe in the vaccine program. It was mentioned last Monday we had a program for our employees and from her point of view is different from the citizen population. We are managing a business like the City and have employees who are having to quarantine that were not vaccinated and employees that are out. The City made the decision and it was a smart business expense to incentivize employees of the City. This is different from that and vaccines are free and have been available for some time. There are people opposed to vaccines and from her conversations with citizens in our community, they feel this is not something they have an interest in seeing ARPA funds used for. When we are granted \$1.8 million in ARPA funds she does not want to see the Council handing out \$50 or \$100 but working together making an impact community-wide with \$1.8 million. That goes a lot further. Many of them received letters and phone calls over the weekend and she did as well. Those she received had similar sentiments to what she is expressing and for that reason she will be voting in opposition. Councilman Palmer commented he agreed with Councilmember Tucker and the funds could be spent in a much more productive manner. With this amount of money at \$50 per card that is 1,000 people and he does not think there are that many in town who have not had the vaccination and willing to take it. In agreement with Councilmember Tucker he thinks the funds could be spent in a more productive manner. Mayor Owens commented the Ordinance that approved funding for the employee incentive was \$500 per employee and he does not recall anything in the Ordinance that centered around it was a good business decision. He wants to make sure there is a counter-argument to that in the record. Any councilmember can correct him but he does not recall that language or spirit of that Ordinance that talked about it was a good business decision. It was his understanding, and still is, this was something good for the public and still remains that. COVID-19 has proven, and it is a fact, this is a once in a lifetime virus. We also know this virus has the propensity to change and become another type of virus or variant. It is almost impossible with

COMMUNITY COVID-19 VACCINE INCENTIVE (cont.)

COVID-19 to assume anything with the virus. Until there is absolute and unequivocal proof the virus no longer exists on the planet it will be as responsible as a governing authority to do everything they possibly can, one thousand citizens, ten thousand citizens, a hundred citizens, or one citizen, to protect our community the best we can. It is important to understand this is not something the City of Camilla invented. When the money was allocated by the federal government this is literally one of the ways we can use this money and the money was created with this type of incentive in mind. He respects the opinions of his colleagues around the table and thought it important he state this for the record. Councilman Pollard commented he is grateful they have GMA and Carl Vinson Institute for the training he is able to attend. That same question was brought up about the city being a business or even treated as a business. The city is not a business but we have ways we conduct our business as a business but the city function of government is not a business. He looks forward to voting yes and incentivizing our citizens whether it be one, two, or three citizens. Councilmen Burley, Morgan, and Pollard voted in favor of the motion. Councilmember Tucker and Councilmen Twitty and Palmer voted in opposition of the motion. Mayor Owens broke the tie with an affirmative vote and the motion passed by a 4-3 vote.

TYSON FOODS, INC. SERVICES AGREEMENT – PRIVATE SECURITY DETAIL

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.

Councilman Pollard made a motion to terminate the contract with a second by Councilman Burley. Councilmember Tucker stated the Charter we operate under, in Section 1.13, paragraph 6, our powers include we enter into contracts and agreements with other governmental entities and with private persons, firms, and corporations. We clearly are within our scope to provide based on our own Charter. It further says in 1.3, paragraph 41, we are to promote and protect the health, safety, peace, security, good order, comfort, convenience, and general welfare of the city and its inhabitants. She thinks the contract would cover all those as defined. The Charter says in Section 2.17, paragraph b, the Council shall have the authority to adopt ordinances, resolutions, rules and regulations helpful for the peace, good order, and protection of life and property. All of those show we are certainly within our scope in providing this requested service by Tyson. The concern she has is in June of 2021 the Council took action on the contract and it was approved 4 to 2 with Councilmembers Pollard and Morgan objecting. It was approved in June. The contract is good through September 30, 2025 and we understand every contract has an opt-out and this one allows with thirty-days by either party. Nothing has changed since June 15, 2021 except there are two new councilmembers sitting at the table and therefore the vote could change. She thinks it is unethical of this group when Tyson has not changed and nothing we have provided in terms of service has changed. There is nothing anyone has brought to their attention that there is a concern from Tyson, our police chief, or our city manager. It is brought from the Mayor because he has a new city council member and to her borders on completely unethical to do that.

TYSON FOODS, INC. SERVICES AGREEMENT – PRIVATE SECURITY DETAIL (cont.)

She has gotten phone calls this week, and is sure they have as well, citizens are embarrassed by this City Council wanting to renege on a contract with our largest employer in the county. She stated there is a discussion paper she just received but put together notes herself. Tyson paid \$1.34 million in city property taxes in 2021 and that is a good corporate citizen. Tyson uses over 50% of our electric load in the city and pays the city over \$10 million a year in utility fees and that is a good corporate citizen that we have. The additional notes provided in the discussion paper states they have over 2,000 employees there and by the time you take the indirect it is pushing really close to almost 3,000 employees employed at Tyson with over \$105 million in payroll. The payroll rolls over in our community and our businesses and our downtown businesses (restaurants, gas stations, stores) and rolls over and over again and has a huge economic impact in our community. We are debating a contract that is only \$147,000/year and that is what Tyson provides in payment to the City in exchange for the City taking care of scheduling and sending officers on the times they request. We provide the officers, the vehicle, the overhead of the officers, their benefits and anything it costs for that officer. We are incurring that cost and Tyson is more than making us whole on that. She hopes they have an opportunity tonight to hear from Chief Hendricks. She has a brother-in-law that is a police chief and these are the types of deals he says keeps up morale and keeps officers here rather than being attracted to going to a neighboring community because they pay 50 cents more an hour. Not only is this right in terms of honoring our word when we give a contract and then say they are going to pull it back because there is one new city councilmember that has joined and going to change the vote. That is definitely not an ethical thing for them to consider doing. They also need to be aware of the fact that this type of word spreads in economic development. We say we are pro-business and pro-economic development and canceling this contract does not say those two things to our largest employer in the county. What is says is you violated trust and that word will get out and make it more difficult to do economic development in the future. Councilman Morgan commented it is hard for them to say we are having a conversation about ethics when back in July or June when they had the original conversation they were discussing a contract that none of them on that current council had an opportunity to see. Councilmember Tucker mentioned the 'no' votes of him and Councilman Pollard at that time and that still remains the same because from an ethical standpoint they shouldn't have been at this point even back in June without properly reviewing and having a thorough conversation about what the contract looked like and what was in it. Councilman Palmer commented as chairman of the City of Camilla Development Authority this is a stake in the heart of economic development for Camilla and Mitchell County and it will take years to overcome it. As Councilmember Tucker said this will spread like wildfire and is a huge mistake. He has not heard one good reason why we should not stay in the contract. It appears to him to be a personal agenda item of the Mayor and why we are having this discussion. It is a huge mistake. Councilman Burley commented when the old council came up with this, as Councilman Morgan stated, when it was time for discussion of the contract no one had the contract in front of them or knew what was in the contract. He has had citizens call him and they do not know what is in the contract. The contract stated officers are getting \$36.00/hour

**TYSON FOODS, INC. SERVICES AGREEMENT – PRIVATE SECURITY DETAIL
(cont.)**

and they are not getting \$36.00/hour. Chief Hendricks may not know but some of the officers are complaining about it. No one came to the table and he was in the meeting as a citizen. When doing stuff of this nature they have to have facts in front of them. He was in law enforcement for eight years and it is not that he doesn't want Tyson to have security. He would love for them to have security and take on their due diligence and do what they have to do as a company. When the deputies in Albany were doing part-time work at Phoebe and the Fun Park those establishments hired them straight up and they were paid \$25.00/hour. They did not have the say so of a county commission or city council to tell them or a chief of police or sheriff tell them they could work part-time there. He does not have a problem with this and would like for them to come back to the table. But get the City out of it because it is a liability to us. We were in the news three weeks ago about high crime in Camilla, Georgia – auto entering and also home invasion in the city of Camilla. We are worried about out there but we need these officers in town. If we want to do something we need to increase our law enforcement agency in the city of Camilla. They hardly ever see the chief around the city and if you see him he doesn't say anything to you or speak to you. He does not have anything against him being the chief of police but we need our officers in Camilla. Mrs. Willingham made a statement tonight that he should not even be voting on this. His parents own chicken houses and have been in the poultry business for over 30 years. It has nothing to do with what we are doing out there. Tyson can hire their own individuals and that is the way he feels. They can hire them, pay them what they are due, and let that be. Mayor Owens thanked them for their comments and stated he has a couple of comments and wants to make sure for the record they are good with Councilmember Tucker, simply because the mayor's name was mentioned, or at the very least by title: This is something he wants to get done because there is a new person on Council. He asked her [Councilwoman Tucker] to state when the Mayor said that in any form related to this Council in his capacity as Mayor of this town. She commented she has not heard him make that comment and she objected on Monday for this to go on the agenda for the sake of nothing has changed. Nothing has changed from June when the contract was approved until now. When we had this on agenda last Monday her comment at that time was what has changed. Nothing has changed to cause this and he had nothing he indicated that has changed. The only thing she can see that has changed is there is the potential for it to be undone tonight because of the change of elected officials. With respect to the payment in Article 3 of the financial agreement, it does not state the compensation is paid to the officers at \$36.00/hour. It states the compensation amount shall be determined by multiplying the number of service hours performed at a rate of \$36.00/hour. It does not state the officer is paid \$36.00 and are paid whatever their overtime rate is. You must have built in the \$36.00 for workers comp, etc. Mayor Owens stated for the record the councilwoman's response is she has not heard him say that he is advocating for this because there is a new person on the Council. It is important based on some comments made this evening that he read from the approved minutes June 14, 2021. If any member of Council or the public wants to read these [minutes] they can, starting on page 1 and 2. Mayor Owens read from the minutes and stated these are his comments: It is being proposed we have a discussion related to public safety, specifically our police department, entering into a private security contract with no way for the

**TYSON FOODS, INC. SERVICES AGREEMENT – PRIVATE SECURITY DETAIL
(cont.)**

public to participate. He does not believe this is fair, and this is him speaking, for the public not to be involved in the conversation last year. What he recommends, and has been told in past discussions with members in this room, one of the things we try to do is reduce contention during these meetings. With a July 12th date coming up it gives a lot of opportunity for people to do their due diligence and have conversations with one on ones prior to the public discussion. Without that, if we are forced to have that conversation tonight, he suspects there will be some contention. This is a larger conversation and the impacts are tremendous. This is just a reminder for the Council and Councilmen Burley and Morgan touched on this. When the old Council voted on this not a contract was in this room. They voted on something they could not see; if you can believe that, it happened. The councilwoman mentioned the financial discussion paper and for those watching at home you can go online and pull up in the packet. He apologized and said they just got this tonight therefore the public cannot see the document and one the Council just received this evening as they sat at the table. He is going to make it part of the official record. Councilwoman Tucker mentioned the financial side of the house and he does not believe it is a conversation related to the economic impact of Tyson in this city. Everyone sitting in the room understands that Tyson Foods is an outstanding, unequivocal, huge and positive for this community. The work they have done, their work with our children, and the contributions to our community is beyond reproach. There is no record anywhere on the face on the earth that would indicate otherwise from any member of the Council. The discussion paper given to them tonight, the councilwoman, as she mentioned, was not part of the Council a year ago. On Thursday, June 10th, 2021 the city manager sent the Council another set of numbers. He is assuming those were not passed out. He [city manager] mentioned on the record the financial provisions of the agreement is as follows: the projected annual payment from Tyson of \$147,000 and project annual expense for the City of \$112,000. This is a discussion paper given to Council and created by City Manager Steve Sykes. Last June he told us Tyson agrees to pay \$36/hour which equals \$3,348/week or \$174,000/year. A year ago it was \$174,000 we were going to get from Tyson and tonight on this discussion paper it is \$147,000.00. Tonight for this discussion it is \$147,000. Tonight's paper says the annual projected expense to the City is \$112,000. In June the City projects the cost of overtime and benefits to equal \$145,500.00. Everyone got a copy of the contract in the packet and citizens will be able to see that. If you go to the section that identifies the number of hours the officer is supposed to work it equates to 93. If you do the math, as the councilwoman has mentioned, she said nothing has changed. She is absolutely correct and it is still 93 hours. If you do $93 \times 36 \times 52$ you should come up with the \$174,000 number and the number is correct. He checked it last year. There is another sentence the city manager added last year they probably are not aware of that is not on here. Mayor Owens read from last year's discussion paper: Tyson agrees to pay \$36/hour which equals \$3,348/week or \$174,096/year. The city projects the cost of overtime and benefits to equal approximately \$145,500. This assumes that one additional officer will be added to the police department roster. Our officers start at about \$16/hour which is about \$33,000/year. You have to spend 33 to make 29. This is not Owens talking and these are the documents. That information is not in tonight's deal but if there is a citizen out there who wants to do an open records request they can pull his email or any

TYSON FOODS, INC. SERVICES AGREEMENT – PRIVATE SECURITY DETAIL (cont.)

other councilmember email from June 10, 2021 and they will get this information. He will include in the official record with the financials because the record has to be right. Mayor Owens stated Chief Hendricks is present and could correct him if he was wrong and that he would read the policy for the city. There has been a lot of talk tonight about what happens if the contract ends. It doesn't have to. Policy A-112 is the Camilla Police Department's standard operating procedure. The topic is secondary employment and this is a public document and any citizen can get a copy. This policy was effective August 1, 2019 and a couple years old and approved by our chief. As per Official Code of the State of Georgia, Section 16-10-3, and this will be important when they do something else in the next couple of weeks, sworn employees must obtain approval of the chief of police or his designee in writing prior to engaging in any extra duty employment. The point has been and what is in the Mayor's mind, what is in his mind they already have a policy in place for officers to work at Tyson and has been there since 2019. All they have to do is get approval from the Chief of Police. What people have forgotten the city manager mentioned last year he would not allow that. He is glad the city attorney is here because 16-10-3 may not allow for that but we will find that out. What he is telling the public: if the motion passes tonight and the city manager does not give the authority to the police chief to allow his officers to work at Tyson, he suspects he will be advocating again to this Council for them to do something about that. There is nothing the Council may do this evening that will stop a police officer from working at Tyson if they want to.

City Manager Sykes commented the 174 mentioned was based on 93 hours and actual history has proven they do not use the 93 hours. The 145,500 was based on an assumption and has turned out cheaper. Whereas he was estimating \$29,000 to the good they are actually trending toward \$35,000 to the good. Mayor Owens stated he appreciated that and wanted to go back to Councilwoman Tucker's comment. This contract has not been amended since June of last year so unless someone tells him those assumptions have been refigured in the contract, and he agrees with Councilwoman Tucker, nothing has changed. We are still obligated for 93 hours a week and he appreciates the City Manager's statements. City Manager Sykes commented he has another comment to make with regard to Councilman Burley's comment about safety for the officers and the Mayor's comment about officers having the ability to work there moonlighting. His objection remains the same for moonlighting. If an officer is involved in an officer involved shooting and he is moonlighting and not an employee of the city, that officer and his family are at risk. One of the things he would hate to see happen is one of our law enforcement officers involved in that. It is bad for everybody, but especially that officer who will not have the insurance and protection of the City and will be on their own. He could not stand to see that kind of thing happen. Councilman Burley commented when he was in Albany they were hired by the company. It is up to the officer himself to take up insurance and nine times out of ten, they want to see the money and neglect that. City Manager Sykes commented he was afraid too often our officers will see the money and not see the risk and danger. Councilman Pollard commented that is a personal decision and as a City we should not be making that call. Police Chief Hendricks stated what Tyson wants is the Camilla uniform and Camilla car. Mayor Owens stated the question was if Tyson wants to hire a police officer to work on their property will we allow that officer to wear

TYSON FOODS, INC. SERVICES AGREEMENT – PRIVATE SECURITY DETAIL (cont.)

the uniform there. Mayor Owens respectfully referred him back to the policy and what that means. There is language in there about using the vehicle and those types of things. That is one of the things hopefully, and Councilman Burley talked about earlier, the Council, because there are policies in place for them to work out there, does not have to get in the middle of it. It is a conversation between the chief, the city manager, and Tyson. If there is something not already covered in policy it can be brought to Council. Everything needed is in there and most folks asking for off duty officers are looking for just that, along with the powers that go with it. He thinks there is enough here where the conversation can get started without bringing the people of Camilla in on it. One of the points made earlier by Councilman Burley related to the increase of property crimes in the city and it is happening in the region. The impetus of him making this statement and advocating for this is he is on the verge of choosing a Public Safety Committee for the city. In order to have a serious conversation about public safety and all our resources, from his perspective as Mayor and chief elected official of this town, is the safety of the citizens of Camilla. He feels good about that because we have policies in place if Tyson wants to hire a Camilla police officer. As we heard, the City Manager is opposed to that. But the policy is still here, so what do you do. He is making a promise to the people and Tyson, if the motion passes, in 30 days if the City Manager has not had a conversation, he will come back to the Council to see what they can do to make it so. What he is talking about is making sure the officer has the opportunity to work if he or she wants to. There is nothing in his advocacy, and from what he can tell, anyone supporting this that says they do not want officers working at Tyson. It is not true. The motion is to cancel the Tyson Private Security Contract with 30 days notice effective February 15, 2022. Voting in favor of canceling the Tyson Private Security Contract: Councilman Burley, Councilman Morgan, and Councilman Pollard. Councilmember Tucker, Councilman Twitty, and Councilman Palmer voted against canceling the contract. Mayor Owens broke the tie with an affirmative vote to cancel the contract and the motion passed by a 4-3 vote.

EMPLOYMENT APPLICATION REVISION

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 information on employment applications mandated by state or federal governments.

A motion was made by Councilman Pollard and seconded by Councilman Burley. Councilman Palmer stated this item is personnel and the Council, in his opinion, does not need to be involved in personnel. If the City Manager deems it is important on an application it should be left there and let him do his job. Councilmember Tucker referred back to the Charter, 2.31-Power and Duties of the City Manager, and agrees with Councilman Palmer they are meddling in City Manager duties. The city manager is responsible for administration, personnel, direct and supervise the administration of all departments. Everything she sees in the Charter as it relates to something like an employment application is the duty of the city manager. City Manager Sykes stated he would like to offer a suggestion that would not require Council action and to add a

EMPLOYMENT APPLICATION REVISION (cont.)

simple sentence that says private information will not be disclosed. Mayor Owens stated unless there is a motion to amend Councilman Pollard's motion, we would not do that. He would like to recall we are here today discussing this because he asked a question fairly similar to that. Last week was not a great time to have that conversation in terms of what they could work out but they are here now. Councilmember Tucker stated it was brought up last week because she said all PII would not be disclosed and made the recommendation last week. Mayor Owens stated that is not the consensus of the Council to bring forward. To Councilwoman Tucker and Councilman Palmer's point, they mentioned a couple sections in the Charter and would like to bring attention to Section 2.31 – Power and Duties of the City Manager. Second paragraph, first sentence states the manager shall be responsible to the city council for the administration of all city affairs placed in the manager's charge by or under this charter. Whereas we give the city manager a broad amount of room to operate within his administrative and executive duties, at the end of the day the city manager is responsible to this Council. Councilman Morgan commented in the Charter, Section 2.17 also states the city council shall be vested with all powers of government of this city. He thinks sometimes members of Council forget they are the governing authority of this city and if they see issues that could be discriminatory to members of the public it is their responsibility, as members of the Council, to bring it up, discuss it, and end it if that is the action needed. Mayor Owens stated they have a motion, properly seconded, to only require on employment applications information mandated by state or federal governments and removal of *employment applications are public documents and subject to open records requests*. A substitute motion was offered by Councilmember Tucker which would leave the wording on the application as is and add a statement that *personal identifying information will not be disclosed*. Councilman Palmer seconded the motion. Mayor Owens stated the question on the floor for a vote is to replace the language there with *no personal information will be disclosed*. Councilmember Tucker and Councilmen Twitty and Palmer voted in favor of substituting the original motion by Councilman Pollard. Councilmen Burley, Morgan and Pollard voted against the motion. Councilman Burley questioned for the motion if they were removing what they already have or keeping it and adding to it. Mayor Owens stated they would have something below the EEO statement. Instead of employment applications are public documents are subject to open record requests, Councilmember Tucker wants to substitute removing that language altogether and replacing with no personal information will be disclosed. Councilmember Tucker stated the motion is to add to what is already there which will clarify to applicants what it means. After additional discussion, Councilman Morgan asked if it was by law we include the entire statement on our application. City Attorney Coleman said there is no law requiring that and no law requiring anything to be on the application. There is no requirement to have anything on the bottom of the application and it serves as a disclosure to protect them. Councilman Morgan commented adding an additional statement does not make sense when it is not mandatory to have the statement on the application. Mayor Owens commented on our Human Resources website page there is a more detailed EEO statement before you get to the application. That is what this motion is and the only thing that needs to be on the application is what federal and state law

EMPLOYMENT APPLICATION REVISION (cont.)

requires. City Attorney Coleman commented it does not require anything. Everyone puts on their applications they are an equal opportunity employer and will not discriminate but not mandated by anybody. The motion states mandated by state or federal law. Mayor Owens stated what is federal law is you cannot discriminate and what is called best practice is companies and governments usually add the EEO statement declaring we are not going to discriminate. Best practice is most business and governments add to affirm/reaffirm their commitment to not discriminate. Councilmember Tucker, Councilman Twitty, and Councilman Palmer voted in favor of the amended motion offered by Councilmember Tucker to add additional language to the application that *no personal identifying information will be disclosed*. Councilman Burley, Councilman Morgan, and Councilman Pollard voted against the substitute motion. Mayor Owens broke the tie and voted against the motion and the motion failed. Mayor Owens announced they were back to the original motion which stated Council recommends removal of the statement and only require on employment applications information mandated by state or federal governments. Councilman Burley, Councilman Morgan, and Councilman Pollard voted in favor of the motion. Councilmember Tucker, Councilman Twitty, and Councilman Palmer voted against the motion. Mayor Owens broke the tie and voted in favor of the original motion to remove the statement and only require information mandated by state and federal governments. The motion passed by 4-3 vote.

TRAVEL POLICY AMENDMENT – ROBERT E. KNOX, JR. MUNICIPAL LEADERSHIP INSTITUTE

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.

A motion was made by Councilman Pollard and seconded by Councilmember Tucker. The motion passed by a unanimous vote.

CLASSIFICATION AND COMPENSATION PLAN STUDY – CARL VINSON INSTITUTE OF GOVERNMENT

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.

CLASSIFICATION AND COMPENSATION PLAN STUDY – CARL VINSON INSTITUTE OF GOVERNMENT (cont.)

A motion was made by Councilman Pollard and seconded by Councilman Burley. Councilmember Tucker asked if they are provided anything on this and did not see anything in the packet. She referred back again to the City Charter, Section 3.14, the city manager shall be responsible for the preparation of a position, classification, and pay plan which shall be submitted to the city council for approval. The most recent one was done this past summer by City Manager Sykes and presented at the September 13, 2021 meeting. This pay plan and classification was done by our own city manager who has the expertise in this area and she cannot justify a \$20,000 expense when it was just conducted in the summer of 2021. There are also numerous resources available to us through the Department of Community Affairs who annually have the DCA salary survey and is highly used in the industry when you are trying to hire someone for a position, whether it is in the election supervisor's department, economic development office or hiring a marketing director for the city. DCA annually updates salary classifications and the information can be queried by position, positions for populations our size, and what contiguous counties around us pay. She does not have an understanding why we need to invest \$20,000 in a study when we did one in the summer of 2021. Councilman Palmer stated this is a total waste of city money to pay the Carl Vinson Institute to do something we have already done. It is just one set of information you can get this information from and the city manager has used that plus talked with other comparable cities. Spending and wasting \$20,000, waiting 12 to 18 months to get the same answer to the same question, is a waste of money and time. Councilman Pollard asked where was the mandate for the yearly independent audit. We do that per our Charter and it is mandated and an independent person does that selected by the Council, and not the City Manager. We know he is capable of doing that but per our Charter it says we select an independent auditor to conduct those. Our constitution goes a step further to protect them for checks and balances and some of the things when we talk about checks and balances, that is why it is in place. To have an independent, outside person that will be reasonable, not biased (and he is not saying the City Manager is), but thinks there is a greater need for an independent person to come in. As Councilwoman Tucker continues her stay this past Monday we had a citizen attend and speak to the point that for months, years perhaps, he had been overlooked. His concerns were not taken into consideration and had to go outside and use his public resources in order to get something done, until he saw Councilwoman Tucker who did her due diligence and brought back to the Council. And now that citizen feels better and relieved. As she continues her stay she will also see they have employees that are citizens first. Because they are citizens we should hear every word they have to say and will be surprised when those citizens/employees start talking to you about the things they have going on. That is why they are calling for an independent person to come in and make sure everything is straight, equal, and the employees matter. We value them whether it be financially, physically and/or mentally, they matter. Everything tonight is because of citizen engagement and nothing personal. That is why they are here now and why it is on the table and is nothing personal but citizen engagement. Mayor Owens stated this type of study is so common you can go to GMA's website and they have a template and is how many cities do this. They have a template for a RFP if you want to contact someone to do a position and classification plan. A quick Google search will identify

CLASSIFICATION AND COMPENSATION PLAN STUDY – CARL VINSON INSTITUTE OF GOVERNMENT (cont.)

cities in this state that have already, within the last year, requested this type of help. He reminded everyone they just went through a once in a lifetime pandemic. Inflation is up over 7%. It has been stated the City Manager was looking at DCA surveys but what an independent study will do is take all the other variables, COLA (cost of living allowance), private businesses and how they are paying their folks. This is not just looking at a survey and averaging something. It is a very comprehensive study and hence the cost. For the record he stated this is Phase I because there are other questions that need to be answered but thinks this will work for Phase I of getting to those answers. The motion on the floor is to recommend authorization to proceed with preference given to the University of Georgia to conduct a pay study with an estimated cost of \$15,000 to \$20,000. Voting in favor of the motion: Councilman Burley, Councilman Morgan, and Councilman Pollard. Voting against the motion: Councilmember Tucker, Councilman Twitty, and Councilman Palmer. Mayor Owens broke the tie and voted in favor of the motion to conduct the study. The motion passed by a 4-3 vote.

WORK SESSION SCHEDULE – MEETING TIME

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.

A motion was made by Councilman Pollard and seconded by Councilman Burley. Councilman Palmer stated the way we do it now gives an opportunity to people who are available in the morning and not at night and thinks that is the way they should do it and keep it like it is. Councilmember Tucker also agreed we have a good structure in place with a morning meeting and a night meeting. We had a morning meeting last Monday with two citizens in attendance. We have a night meeting now and have one citizen in attendance. She tried to think about who it disenfranchises. She thought about shift workers are not able to come to a night meeting but maybe could come to a morning meeting, nurses, doctors, medical employees, and restaurant workers who work at night would be available to come to a morning meeting. Manufacturing workers who work at night, paramedics, EMTs, dispatchers, security, people that work in hospitality and hotels and other hospitality jobs. This is disenfranchising a pretty large number of people when you have two night meetings and they have no option. She would be comfortable if the time is a concern to be too early for some and would recommend they change the time to 10:00 a.m. or 1:00 o'clock in the afternoon. The fact we have staff here present for one day during the workday is also very helpful. It works well for them that legal counsel is available on Monday morning and the following Monday night. If we move it to Monday night our legal counsel is not available. Councilman Palmer commented last Monday we had a five-hour work session and would be 11:00 o'clock at night. He asked how many people would be sitting around listening to them at 11:00 o'clock at night. He would say zero to none. Councilman Pollard commented it was said the meetings will not be like that hopefully throughout the term of this Council. It was the first council meeting for two new councilmembers. We will continue to progress and the Mayor brought it up in December that we look forward to progress, whether it is welcomed or not. It is time to move the city forward. To the Councilwoman's point, if you are a

WORK SESSION SCHEDULE – MEETING TIME (cont.)

person working at night, what is the likelihood of coming and sitting in a meeting at 9:00 o'clock in the morning. They are going home and going to bed because they are tired and fatigued and will not be coming to a 9:00 o'clock meeting. Mayor Owens stated it is important for him to say going back to 6:00 p.m. is a great idea. For the time frame or whatever it may take, whatever time, and speaking as the Mayor and chief policy advocate for the City, whatever the time is to move this city forward, the elected officials who have sworn to do the work, we are going to do the work.

Voting in favor of the motion to change the work session time from 9:00 a.m. to 6:00 p.m.: Councilman Burley, Councilman Morgan, and Councilman Pollard. Voting against changing the time: Councilmember Tucker, Councilman Twitty, and Councilman Palmer. Mayor Owens broke the tie and voted in favor of changing the work session time from 9:00 a.m. to 6:00 p.m. The motion passed by a 4-3 vote.

POLICY ON THE CONDUCT OF CITY COUNCIL MEETINGS – SPEAKER REQUIREMENTS

The Council discussed the Policy on the Conduct of City Council Meetings and speaker requirements. The recommendation is to remove the 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.

A motion was made by Councilman Pollard and seconded by Councilman Burley. Mayor Owens asked Councilman Pollard to amend his motion to include approval of Resolution No. 2022-02-14-3. A motion was made by Councilman Pollard and seconded by Councilman Burley to amend the motion to include approval of the Resolution. Voting in favor of amending the speaker requirement policy: Councilman Burley, Councilman Morgan, Councilman Twitty, and Councilman Pollard. Voting against amending the speaker requirement policy: Councilmember Tucker and Councilman Palmer. The motion to amend the speaker appearance requirement and approval of Resolution No. 2022-02-14-3 passed by a 4-2 vote.

U.S. 19 SOUTH GATEWAY SIGN – RIGHT OF WAY MAINTENANCE AGREEMENT – GEORGIA DEPARTMENT OF TRANSPORTATION

City Manager Sykes stated the right-of-way maintenance agreement was received by the City from DOT and is the last document required for the City to receive permission to place the gateway sign on the south side of Camilla as you come in from the south on U.S. 19. The location for this application is where MacArthur Road veers off to the right just as you are coming into Camilla, right before you get to the pecan grove where the Catholic Church is located. Previously we worked with the Catholic Church to get a quit claim deed to place the sign on their property. Their response was they were not interested in a quit claim deed but rather

U.S. 19 SOUTH GATEWAY SIGN – RIGHT OF WAY MAINTENANCE AGREEMENT – GEORGIA DEPARTMENT OF TRANSPORTATION (cont.)

an easement. The easement term would have been five years and is not long enough for us to make this investment in a sign. He then started a conversation with the DOT about this agreement and believes they will consider giving us permission to place this sign because it is thirty-six feet outside the edge of pavement, which is their safety zone. The only thing left is they want to see we agree to take care of the sign. It includes maintenance of the sign and landscaping. He reviewed the agreement and sent to the city attorney for review as to form and we are now ready to recommend the Council authorize the Mayor to sign the agreement. Once signed we will submit as the final piece to the DOT so we can be granted permission for the sign. Related to this we also put together bid proposals and the bid documents that have gone out will be for one sign or two signs. He hopes to bring back to the next meeting pricing for one or two signs. Mayor Owens asked for clarification if this particular contract with GDOT is for 19 heading north at MacArthur. City Manager Sykes responded yes. Mayor Owens asked if the City Council authorizes him to sign, are we good to get a price for the sign to build it. City Manager Sykes stated this is the last document and he can't sign because it is a contract. Councilman Twitty commented just so everyone knows this sign will be on DOT right-of-way and in a safe position. City Manager Sykes responded it would and we are very safe and more than thirty-six feet from the edge of pavement, which is important to them. We are fortunate this is a location owned by DOT and not a regular thoroughfare. Typically, when DOT is asked for permission you are within 250' of their right-of-way. This is an additional thirty-six feet beyond that and they do not have a safety concern with it being located here. Councilman Burley asked how we are looking on the north end and City Manager Sykes responded the north end does not require DOT permitting because it is outside of the right-of-way. The property owner he has been dealing with has the property up for sale. He met with the person he is selling to and asked for review and approval. He would rather the future owner tell the current owner he is okay with it so the current owner can sign it. If that is the case we can go ahead and close this. If not, he will have to wait until closing and get the new owner to sign. Conversations have been positive with both the current owner and the perspective buyer. They both expressed interest in helping the city any way they can. Councilman Burley asked if he had contacted them since the work session. City Manager Sykes responded he has met with the perspective buyer and waiting to hear back from the buyer. He agreed to wait until closing or the current seller has agreed to sign. He asked the architect who drew the plans to go ahead and submit bid proposals. After additional discussion, Mayor Owens commented it was dated February 4th and City Manager Sykes stated it would be changed to February 14th since he was not allowed to sign that particular document when received. A motion was made by Councilmember Tucker and seconded by Councilman Pollard to approve the Georgia Department of Transportation Right-of-Way Maintenance Agreement for a City of Camilla gateway sign. The motion passed by a unanimous vote.

CITY MANAGER'S REPORT

City Manager Sykes stated for the COVID-19 update the downward projection in infection rate continues downward and latest numbers show us down to four new infections a day. We are

CITY MANAGER'S REPORT (cont.)

approximately where we were right after Christmas and the New Year started and hopefully will continue that downward trend. Our splash park is predominantly complete with punch list items we are not satisfied with and want the contractor to correct before releasing the retainage. We are holding a retainage amount of money to guarantee the project is successfully completed and our architect is working with the contractor to successfully complete those items. We completed the project under budget and getting a proposal to take the splash pad area and put some type of surface treatment similar to Toombs Park basketball court with a color scheme, which will help the concrete area last longer. He hopes to bring that design concept and pricing back for approval. For Toombs Park we started receiving the playground equipment and should be receiving the rest and will schedule the contractor to start installing the equipment. The area adjacent to the basketball court, between the court on the Butler Street side and oak tree, has been identified as the playground equipment area. He asked them to take a look to make sure they don't have different ideas of where the equipment should be located. If the Council has different ideas, it is flexible at this point as to where to locate it. For the TSPLOST project, bids were put out and he will be bringing back bids for Campbell Drive at the next work session. It is in bad condition for the first 150' and will have to be completely overhauled for resurfacing. Our engineer is shopping with several contractors and prices will be brought to Council to award the bid. They will have to tear up the road, go all the way down to the dirt, and remove base and asphalt. It will be impossible to drive through that and since there is only one way in and one way out, they can only tear out half the road at a time, fix it, pave it and then tear the other half out. It will take some attention, time, and care and we are making sure to get adequate pricing from contractors who can do that. The 2022 CDBG resurfacing is about to begin at West Circle. Once done, the project will be complete. All the sewer work, concrete sidewalk, and resurfacing that was part of the change order should be done in the next week or so. We continue to work with property owners for renovation or demolition of unfit buildings, with another ten targeted for this year. For the GEFA water project, the crepe myrtles in front of the splash park have been removed in advance. The contractor will be laying new water main on Oakland Avenue and this is a significant water project about to begin. He had a preconstruction meeting for the airport corporate hangar and Drummond Construction is in the process of preparing construction plans. Once plans are received and approved, they will be given 120 days to complete the construction. For the council chamber renovation project, we expect the contractor to resume in the morning. The contractor was notified if activity does not resume this week he will be terminated and we will hire someone else. Councilman Pollard asked about additional resurfacing in the CDBG project area. City Manager Sykes stated he will get a drawing out to Council the engineer prepared showing where the resurfacing will be. What can't be done with CDBG funds we can do with TSPLOST and LMIG. Councilman Burley asked for an update on the Boys and Girls Club. City Manager Sykes responded he was instructed to get a price for a standalone building and stop activity at the gym. He told the architect to put the gym on hold and stop work. He is now in the process of getting pricing for a standalone building using the same footage and hopes to have at the March committee meeting.

MAYOR'S COMMENTS

Mayor Owens commented he wanted to make sure the documents for the corporate hangar the Council authorized him to sign last month had him as the person signing. In terms of execution for the rest of the documents for Drummond, that is something the city manager can do and

MAYOR'S COMMENTS (cont.)

wants to make sure they are square on this. They did not do that last month and it was only the Mayor. City Manager Sykes stated in December the Council authorized the city manager to execute the documents for construction. Mayor Owens stated they had the exchange where city manager was changed to mayor. It came to us as city manager and got changed to mayor. That authorization wasn't there and he signed the GDOT contract for services. The actual construction document for Drummond was executed by the city manager. Mayor Owens stated if that is the case we may have to ratify that in March and does not have an issue. City Manager Sykes stated he would have on the agenda if it needed to be ratified.

Mayor Owens asked how much under budget the splash park was. City Manager Sykes stated he would have to check and will have in the morning. It was enough to consider adding the paint to the splash pad according to the architect. Mayor Owens stated depending on the amount of the money it may be something the Council wants to be involved with and may want to do something else with it.

On the report it says a downtown signage plan consultant is being retained. City Manager Sykes stated Don Gray, our Downtown Manager, is soliciting sign proposals from consultants who specialize in downtown signage. Mayor Owens asked if we had retained anyone yet and City Manager Sykes responded no, he is getting proposals.

Mayor Owens commented February is Black History Month and the foundation for his remarks tonight will be a quote from Dr. Martin Luther King, Jr.: "We are now faced with the fact that tomorrow is today. We are confronted with the fierce urgency of now. In this unfolding conundrum of life and history there is such a thing as being too late. This is no time for apathy or complacency. This is a time for vigorous and positive action." During January's council meeting he mentioned operational tempo in this city was going to increase. Tonight we witnessed what that looks like. A bold agenda that touched nearly every segment of our community. As the chief policy advocate for this city he is committed to not slowing down. He will continue to engage this council, our citizens, encourage their input, and partner where we can to move this city forward. We are confronted with the fierce urgency of now. This is no time for apathy or complacency. The journey towards our enhanced prosperity and quality of life is not designed to be easy. We have a lot of work to do. Opinions will differ but we will prevail. In closing, *Growing Toward Tomorrow* is more than a hashtag. It should be our mission. To my fellow citizens, stay safe, stay positive, and embrace the change to come. Thank you, God bless you, and God bless our beautiful city.

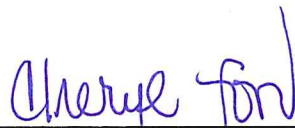
ADJOURNMENT

On motion by Councilman Morgan, seconded by Councilman Pollard, the meeting adjourned at 8:50 p.m.

BY:


KELVIN M. OWENS, MAYOR

ATTEST:


CHERYL FORD, CLERK

CITY OF CAMILLA SIGN-IN SHEET

DATE: 02-14-2022 TIME: 6:30 ☐ A.M. ☒ P.M.
 MEETING: ☒ COUNCIL ☐ WORK SESSION ☐ OTHER: _____

| NAME (please print) | STREET ADDRESS | CITY |
|---------------------------|--------------------|---------|
| 1. Randy Lind | 13 S. Scott Street | Camilla |
| 2. Eddie Williamson | | Camilla |
| 3. Annie Doris Williamson | | |
| 4. Don Gray | | |
| 5. John Hendricks | | |
| 6. Carol Shiver | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |
| 11. | | |
| 12. | | |
| 13. | | |
| 14. | | |
| 15. | | |
| 16. | | |
| 17. | | |
| 18. | | |
| 19. | | |
| 20. | | |
| 21. | | |
| 22. | | |
| 23. | | |
| 24. | | |
| 25. | | |

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

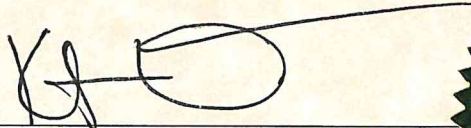
WHEREAS, The City of Camilla continues to develop a community in which all citizens – past, present, and future – are respected and recognized for their contributions and potential contributions to our community, region, state, country, and the world; and

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.

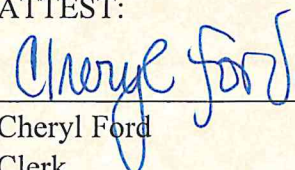
NOW, THEREFORE, The Mayor and City Council, in recognition of African Americans – past and present in our community – do hereby proclaim the month of February 2022 as ***Black History Month*** in Camilla, Georgia and urge all citizens to recognize, honor, and celebrate the significant role and influence 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.


Kelvin M. Owens
Mayor



ATTEST:


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.

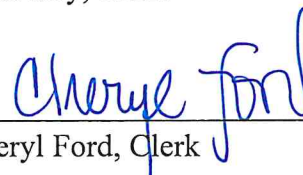
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Camilla, Georgia as follows:

- 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 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.

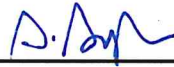
DISCUSSION PAPER

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, appearing to read "Chad Griffin", with a stylized flourish at the end.

Still Waters Engineering

Chad Griffin

Project Engineer

BID TABULATION FOR ALL BIDS

RECEIVED VIA EMAIL AT STILL WATERS ENGINEERING OFFICE

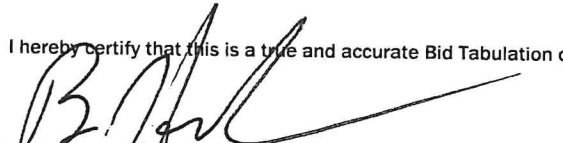
FRIDAY, JANUARY 7, 2022

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



| BASE BID: Sewer System Improvements | | | | Green's Backhoe, Inc. P.O. Box 2624 Thoamsville, Ga 31799 | | RPI Underground, Inc. 119 Blanchard Street Valdosta, GA 31601 | | Popco, Inc. P.O. Box 526 Sylvester, GA 31791 | |
|-------------------------------------|--|-------|------|---|---------------------|---|---------------------|--|---------------------|
| Item No. | Description | Qty | Unit | 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 |

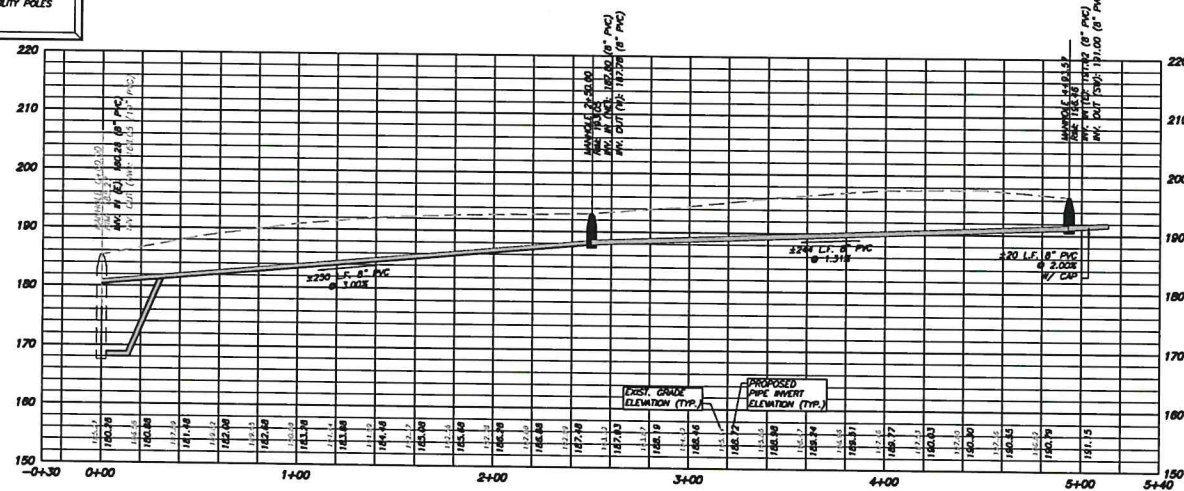
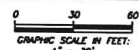
I hereby certify that this is a true and accurate Bid Tabulation of bids received on January 7, 2022.


Brian Henderson, P.E. #30817

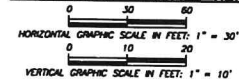
GRAVITY SANITARY SEWER CONSTRUCTION NOTES:

1. NO CONNECTIONS SHALL BE MADE TO EXISTING SEWER SERVICE LINES UNTIL ALL GRAVITY SEWER, MANHOLES, AND CLEANDOUTS HAVE SATISFIED THE SPECIFIED TESTING AND THE COMPLETE SYSTEM IS FULLY FUNCTIONAL AND OPERATIONAL.
2. CONTRACTOR SHALL MATCH EXISTING GRASS SPECIES WHEN PROVIDING FINAL PERMANENT GRASSING ON EACH PROPERTY.
3. CONTRACTOR SHALL STAKEOUT EXISTING EASEMENT TO ENSURE ALL CONSTRUCTION IS MAINTAINED WITHIN THE EXISTING EASEMENT.
4. EXISTING TREES SHALL ONLY BE REMOVED AS NECESSARY. ANY TREE/SHRUB REMOVAL SHALL BE APPROVED BY THE CITY/ENGINEER/PROPERTY OWNER PRIOR TO CONSTRUCTION.
5. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. CONTRACTOR SHOULD FIELD VERIFY UTILITY LOCATES BEFORE CONSTRUCTION.
6. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH THE CITY, IN FIELD, LOCATING THE BEST ALIGNMENT OF EACH NEW SEWER SERVICE LATERAL TO MINIMIZE DISTURBANCE TO THE PROPERTY.
7. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL DETERMINE WHERE EVERY SANITARY SEWER SERVICE AFFECTED BY THIS PROJECT IS LOCATED AND IMMEDIATELY NOTIFY ENGINEER OF ANY ADDITIONAL SERVICES AFFECTED BY THIS PROJECT WHICH ARE NOT ACCOUNTED FOR ON THESE PLANS.
8. CONTRACTOR SHALL HAVE THE UTILITY COMPANY HOLD UTILITY POLES DURING SEWER MAIN CONSTRUCTION.

SEWER LINE - PLAN VIEW



SEWER LINE - PROFILE VIEW



| SOIL INFORMATION | |
|------------------|--|
| MAP UNIT SYMBOL | MAP UNIT NAMES |
| Null | Harish heavy sand, 2 to 5 percent clay |

EROSION CONTROL NOTES:

1. NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF INTEREST VEGETATION WITHOUT FIRST ACCURATELY THE NECESSARY VARIANCES AND PERMITS.
2. WASTE MATERIALS SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.
3. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES.
4. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
5. AMENDMENTS/REVISIONS TO THE ES&PC PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMPs WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN ENGINEER.
6. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.

GEORGIA811
www.Georgia811.com

Know what's below.
Call before you dig.

OWNER/24-HOUR CONTACT INFO:
OWNER: CITY OF CAMILLA
ATTN: MIKE ATKINSON - UTILITY DIRECTOR
ADDRESS: 465 BAY STREET
CAMILLA, GA 31730
PHONE: 229.336.0537

Revision Date

STILL WATERS
ENGINEERING
230 VETERINARY WAY, UNIT 2, LEESBURG, GA 31763 229.496.5700
WWW.STILLWATERSENGINEERING.COM

SEWER SYSTEM IMPROVEMENTS
TO SERVE
BURSON ROAD AREA
FOR THE
CITY OF CAMILLA
MITCHELL COUNTY, GEORGIA

GEORGIA811
NO. 3017
PROFESSIONAL
ENGINEER
BRIAN HENDERSON
LISC & CERTIFIED DESIGN
PROFESSIONAL, CDR. #13468
EXPIRES: 11/07/2024

Project No. C0113.023 Date: JAN 2022
Scale: AS SHOWN Designed By: C.R.G.

SHEET #:
4
OF 5 SHEETS

SEWER MAIN - PLAN & PROFILE VIEW

RESOLUTION NO. 2022-02-14-4

A RESOLUTION AMENDING THE PERSONNEL POLICY OF THE CITY OF CAMILLA TO ESTABLISH JUNETEENTH AS A HOLIDAY; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; AND FOR OTHER PURPOSES.

WHEREAS, the City of Camilla has adopted a personnel policy to govern the conduct of the employees and provide certain benefits to its employees; and

WHEREAS, the City has established certain holidays to be observed by eligible employees; and

WHEREAS, after careful consideration the Mayor and City Council have determined that Juneteenth would be a holiday;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council as follows:

Section 1. Section 9.01A of the Personnel Policy Manual of the City of Camilla is amended to provide that Juneteenth shall be an official holiday to be observed by eligible employees.

Section 2. All resolutions or parts of resolutions in conflict herewith are repealed.

SO RESOLVED, this 14th day of February, 2022.

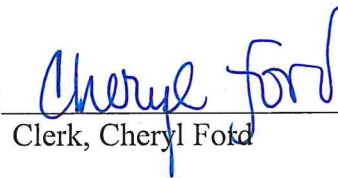
CITY OF CAMILLA

By: _____



Mayor, Kelvin Owens

Attest: _____



Clerk, Cheryl Ford



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.

40

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

KD

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



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

KD

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: _____

100

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.

RP

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.

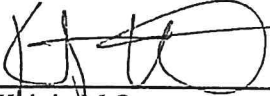
5.11 Severability. If any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable, the remainder of this Agreement, and the application of any term or provision to persons or circumstances other than those as to which 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



Kelvin M Owens

Mayor

6-24-2021

TYSON FOODS, INC



Overtime calculation
Year End Budget Amendment

March, 2022

| The overtime budget is affected by the following factors: | Budget | Hours | Actual |
|---|--------------------|--------------|---------------------|
| 1. Unexpected leave such as COVID related absences. | | 0 404 hours | 10,976.68 |
| 2. Unplanned events such as block parties. | 8,600 | 364 hours | 9,791.60 |
| 3. Tyson shooting related daytime security | | 0 462 hours | 20,939.06 |
| 4. Vacancies affect overtime. | | 0 2040 hours | 54,876.00 |
| | <u>\$ 8,600.00</u> | | <u>\$ 96,583.34</u> |
| Variance to be amended | | | 87,983.34 |
| per budget amended (rounded) | | | 88,000.00 |

| | <u>9/30/21 Budget</u> | <u>YTD</u> | <u>PTD</u> | <u>Available Balance</u> | <u>% Available</u> |
|-----------------|-----------------------|------------|------------|------------------------------|--------------------|
| Police Overtime | 8,600.00 | 59,630.84 | 5,981.58 | (51,030.84) | -593.38% |

Why is Police Overtime 593% over budget through March 31st, 2021?

The overtime budget is affected by the following factors:

| | | |
|---|------------|------------------|
| 1. Unexpected leave such as COVID related absences. | 404 hours | 10,976.68 |
| 2. Unplanned events such as block parties. | 364 hours | 9,903.47 |
| 3. Tyson shooting related daytime security. | 960 hours | 26,096.00 |
| 4. Vacancies affect overtime. | 1092 hours | 29,669.64 |
| | | <u>76,645.79</u> |

How much will the proposed Tyson agreement cost the City?

The service agreement is for approximately 93 hours per week when available.

Tyson agrees to pay \$36.00 per hour, which equals \$3,348 per week or \$174,096 per year.

The City projects the cost for overtime and benefits to equal approximately \$145,500.

This assumes that one additional officer will be added to the police department roster.

The cost/benefit to the city to provide this requested service will be \$28,600 and an additional officer will be available to respond to emergencies in the city.

DISCUSSION PAPER

COUNCIL MEETING DATE: FEBRUARY 14, 2022

FOR: CITY COUNCIL REVIEW AND CONSIDERATION

SUBJECT: TYSON FOODS SECURITY AGREEMENT

PRESENTER: STEVE SYKES, CITY MANAGER

BACKGROUND:

THE CITY COUNCIL IS CONSIDERING TERMINATION OF THE AGREEMENT AUTHORIZED BY COUNCIL ON JUNE 14, 2021 AND SIGNED BY MAYOR OWENS ON JUNE 24, 2021. THE TERM OF THE AGREEMENT ENDS SEPTEMBER 30, 2025. THE AGREEMENT CAN BE TERMINATED EARLY BY EITHER PARTY WITH A THIRTY DAY NOTICE.

DISCUSSION:

CITY STAFF REQUESTED AN ECONOMIC & FISCAL IMPACT ANALYSIS FOR TYSON FOODS, INC. AND COPIES ARE AVAILABLE FOR ANYONE INTERESTED. THE ANALYSIS INDICATES THE FOLLOWING IMPORTANT INFORMATION:

- DIRECT EMPLOYMENT 2,028 JOBS; INDIRECT EMPLOYMENT 736 JOBS
- PAYROLL EXCEEDS \$105 MILLION DOLLARS ANNUALLY
- TYSON PURCHASES \$10 MILLION DOLLARS OF UTILITIES ANNUALLY
- TYSON PAYS \$1.3 MILLION DOLLARS ANNUALLY IN PROPERTY TAX

THE FINANCIAL PROVISION OF THIS AGREEMENT IS AS FOLLOWS:

- PROJECTED ANNUAL PAYMENT FROM TYSON **\$147,000**
- PROJECTED ANNUAL EXPENSE TO CITY **\$112,000**

BENEFITS FOR CITY/OFFICERS ARE AS FOLLOWS:

- TYSON ALLOWS THE ADDITIONAL OFFICER TO BE AVAILABLE FOR QUICK RESPONSE IN CASE OF A CITY EMERGENCY. THESE OFFICERS ARE VOLUNTARY AND NOT SCHEDULED FOR NORMAL CITY PATROL.
- PROVIDES ADDITIONAL OVERTIME OPPORTUNITIES FOR OFFICERS
- OFFICERS ARE COVERED BY CITY'S INSURANCE

REQUESTED ACTION:

CITY MANAGER RECOMMENDS CITY COUNCIL TO CONTINUE SUPPORT OF TYSON FOODS THROUGH THE CURRENT SECURITY AGREEMENT WITHOUT AMENDMENTS, MODIFICATIONS OR TERMINATION.

**CITY OF CAMILLA, GEORGIA
RESOLUTION NO. 2022-02-14-3**

A RESOLUTION AMENDING THE POLICY GOVERNING THE CONDUCT OF THE PUBLIC AT CITY COUNCIL MEETINGS OF THE CITY OF CAMILLA; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the City of Camilla intends for City Council meetings to be as efficient and effective as possible; and

WHEREAS, the City Council did adopt a policy for the conduct of City Council meetings at the regularly scheduled meeting of the City Council on February 8, 2016; and

WHEREAS, the Mayor and Council determined that it is necessary to have guidelines governing the agenda of the City Council meetings to ensure orderly and productive meetings; and

WHEREAS, after careful study and deliberation, it has been determined to be in the best interest of the City of Camilla and its citizens to amend the policy to provide greater flexibility for individuals who appear at the meeting who have not submitted a written request to speak.

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

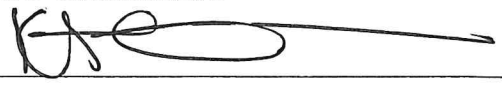
Section 1. Exhibit A of the resolution No. 2016-02-08-3 is amended by deleting in its entirety paragraph 3 and a new paragraph 3 is adopted as follows:

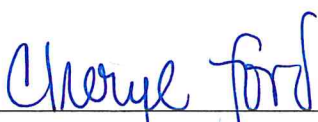
“3. Individuals attending the City Council meeting who have not submitted a written request shall be allowed to speak on any item relevant to the operation of the City of Camilla. Each may sign up by entering their name on a list to be provided by the City Clerk. The City Clerk shall enter each speaker’s name in order of their request. The list shall be provided to the Mayor or in the absence of the Mayor the Mayor Pro-Tem who shall recognize each speaker for three (3) minutes to make remarks.”

Section 2. All resolutions or parts of resolutions in conflict herewith are repealed.

SO RESOLVED this 14th day of February, 2022.

CITY OF CAMILLA

By: 
Kelvin Owens, Mayor

Attest: 
Cheryl Ford, Clerk



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 14th 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  KELVIN M. OWENS
(Title) MAYOR

Sworn to before me this

18th day of FEBRUARY, 2022.

Cheryl A. Ford
NOTARY PUBLIC

My commission expires 11-07-2023.

