

**MINUTES – REGULAR MEETING  
CITY OF CAMILLA, GEORGIA  
JUNE 14, 2021**

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, June 14, 2021 by Mayor Owens.

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

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.

**APPROVAL OF AGENDA**

Mayor Owens asked for a motion to approve the agenda. Councilman Twitty stated he would like to make a motion to amend the agenda to add discussion of the Tyson Security Agreement and place for discussion after the public hearings. It is important not only for the City but important for the citizens of Camilla to have the protection afforded them through the agreement and important to Tyson as well. It should and has helped dissuade some of the violence seen there in the past few months. Mayor Owens asked for clarification if the motion was to discuss or vote on. Councilman Twitty replied he would like for it to be voted on. The motion to discuss and vote on the Tyson Private Security Contract was seconded by Councilman Campbell. Mayor Owens asked if there was any discussion. There was none. He asked the Council if anyone from Tyson officially asked the Council for this contract. Councilman Twitty commented not that he was aware of. Mayor Owens reminded the Council our charter prohibits anyone in the room [a city official] for being the agent or attorney for anybody for anything that is in front of the Council. If Tyson has not asked this Council for anything we cannot vote on anything and no one can lobby for them per our charter. It is prohibited. Councilman Palmer asked for clarification from the city attorney. City Attorney Coleman stated what it means for the benefit of the person is it does not mean they cannot communicate with the city manager or any member of Council and make a request to bring something through them. For example, if Danny was representing a real estate interest and came to the Council and asked them to buy property owned by ABC Company that would be use of his office for his personal gain. He doesn't think it would prohibit consideration of something like this. Mayor Owens asked if it is not prohibited and the City Attorney said it is not prohibited. Mayor Owens stated anything that relates to the public safety of this city is serious business. Last Monday no less than three council members said we would discuss at the July committee meeting. He reminded the Council what that means: in Camilla they have to put in a speaker appearance form three days before the meeting for a non-agenda item. For an agenda item you have to put it in before the Mayor calls the meeting to order and both thresholds have already passed. It is being proposed we have a discussion related to public

### **APPROVAL OF AGENDA (cont.)**

safety, specifically our police department, entering into a private security contract with no way for the public to participate. He does not believe this is fair. What he recommends, and has been told in past discussions with members in the room, one of the things we try to do is reduce contention during these meetings. With the July 12<sup>th</sup> 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 the conversation tonight, he suspects there will be some contention. This is extremely important and we cannot do this in a 5 or 10 minute conversation. This is a larger conversation and the impacts are tremendous. He respectfully requests the three council members who agreed to do this July 12<sup>th</sup> to honor that. Councilman Twitty commented they have not received anything from Tyson and it is more appropriate to have the discussion in July. As much as he would like to vote on it tonight he would like to hear their position and hear something from them. He rescinded his motion to amend the agenda and have it brought up at the next work session. It is important and necessary to have the agreement and contract with them and twenty more days is not going to make a difference. Councilwoman Willingham stated it would make a difference because she has relatives that work there and they are more comfortable after the shooting to see the police officer there. We are having shootings all over the place and if something happens to any of those people out there it is important for employees coming from other places to be safe and she wants them to be safe. She wants to vote tonight because she wants them to be safe and they have the right to be safe. After additional discussion, Mayor Owens stated it is his understanding the motion has been rescinded and Councilman Twitty stated he wanted to see it go forward. City Manager Sykes stated Tyson has contacted the city and none of the elected officials but the city manager who is responsible for personnel. Tyson's manager made it clear it is important and the agreement is important and wants to see us provide that service. He does not want them to take a vote thinking Tyson has not contacted the City because they have through the city manager. Councilman Palmer asked for the vote to be called. With the motion that has been properly seconded, Mayor Owens stated we are ready to vote and asked if there was any additional discussion. He commented per our charter one of the duties of the Mayor is to prescribe Robert's Rules and Edition 12 is being used. Because we are having this discussion tonight he is going to invoke part of Chapter 4 which will allow each councilmember at least ten minutes to speak when they get there. The motion passed by 4-1 vote with Councilman Morgan voting against amending the agenda.

### **APPROVAL OF MINUTES**

On motion by Councilwoman Willingham, seconded by Councilman Twitty, the minutes from the May 10, 2021 City Council Meeting were approved as presented by a unanimous vote.

### **UNDERAGE ALCOHOL SALE HEARINGS**

City Attorney Coleman stated we have five hearings as the result of police action a few days ago. When someone gets charged with violation of the alcohol ordinance two things happen: it is a violation of city ordinance which is a criminal violation and goes to municipal court. It is also a challenge to the license. They issue a privilege license as long as the licensee operates in the standard provided by the ordinance and under the law. If they violate that, in this case selling alcohol to a minor, they have the duty to regulate and have a hearing to suspend or revoke and provide a reinstatement fee. Those people will be brought in and if they agree we carry out what

### **UNDERAGE ALCOHOL SALES HEARINGS (cont.)**

the code says. If they don't agree we set up another hearing so they can bring their attorney and provide evidence. In the code specific things are provided for if an offense occurs. Their question is did they violate the ordinance or not. A first offender of the ordinance gets a two day suspension and reinstatement fee of \$750 automatically. For a second offense the license can be revoked or a seven day suspension with a reinstatement fee from \$750 to \$1500. For third offenses the licenses can be revoked or a suspension of fourteen days and a reinstatement fee between \$1500 and \$2000.

The first scheduled hearing was William Jesse Jones of Knives Restaurant. Mr. Jones was not available and Mr. Coleman stated his suggestion is to tell him we are going to suspend his license for two days with a \$750 reinstatement fee. If he wants to have a hearing he can let us know. Per law since he is not here it is admission.

Sandra Kay Revell with Circle K was the next underage alcohol sale offender. This is the second offense for the store and first for her as manager. Mr. Coleman introduced himself, the Mayor, and Council and stated the Council would be happy to hear what she has to say and then make a decision. Ms. Revell apologized on behalf of her establishment and stated they terminated the employee upon her arrest. She has re-trained all employees at the store to make sure they are carding everyone. Circle K has computer training and employees are required to card everyone age 40 and down. Mr. Coleman commented there have been two offenses at the store with the first being in 2019. Treated as her first offense the penalty is a two day suspension of sales and a \$750 reinstatement fee. Ms. Revell stated she accepts the penalty. Mayor Owens asked in terms of suspension dates if that comes back to Council. City Attorney Coleman responded what has been done in the past is for the licensee to work out the suspension dates with the chief of police but it is up to Council what they would like to do.

Shermonia Nicole Riley with Walgreens was recognized. Mr. Coleman introduced himself, the Mayor, and Council and thanked her for coming tonight. He stated her establishment was charged with providing alcohol to a minor and this is a first offense for her as license holder and there was a previous offense for the store. Ms. Riley commented she has been with Walgreens for nineteen years and ten years as a store manager. This is the first time this situation has happened to her and on behalf of the company she apologized. They have measures in place where they train team members every year to ensure they understand the importance of carding everyone and they are of age when making alcohol sales. The team member making the sale has been terminated and she has went over the policy with her current team members. She has communicated with her supervisor and others in her district to make sure they are taking the policy seriously. Mr. Coleman commented the Council will treat this as a first offense with a two day suspension and \$750 reinstatement fee. If accepted the clerk will mail details of how to proceed. If she would like to dispute the action of the Council she is entitled to a hearing and can bring an attorney. Ms. Riley stated she accepts the two day suspension and \$750 reinstatement fee.

Jesse Jones of Knives Restaurant was recognized and Mr. Coleman introduced himself, the Mayor, and Council. He stated on April 15<sup>th</sup> someone in his establishment was accused of selling alcohol to a minor. The purpose of the hearing is to determine the outcome with regard to his

### **UNDERAGE ALCOHOL SALES HEARINGS (cont.)**

license, which is a privilege license the City granted him provided he operates consistent with the law. He asked Mr. Jones if he would tell him what happened. Mr. Jones stated there is no excuse for underage alcohol sales period. He told his employees not to serve alcohol to anyone under 40 years old if they cannot tell their age. He has put in training where they must ID everyone especially if they are underage. Most of their customers they know because they are regulars and this one time it was a new server who had just gotten her ABC license. She had just started serving alcohol and slipped up. Mr. Coleman asked if the employee was still working with him and Mr. Jones replied yes. Councilman Campbell asked if the alcohol was served with the meal and Mr. Jones replied no. He said a guy came in and the server told him [Mr. Jones] she thought he was over 21 because he looked of age. She did not know him, he ordered a beer, got up and walked out. Mr. Coleman stated we have an ordinance that deals with this and for a first offense the sentence prescribed in the law states his license will be suspended for two days and he will be charged a \$750 reinstatement fee. He can agree to those terms and if not, a hearing will be scheduled for him to bring evidence this event did not occur. Mr. Jones accepted the two day suspension and \$750 reinstatement fee. City Attorney Coleman stated the clerk will provide him with the details and he can contact the chief of police for dates of suspension.

Toccar Golden of Susie Q's was recognized and Mr. Coleman introduced himself, the Mayor, and Council. He stated on April 15<sup>th</sup> she and her establishment were cited for providing alcohol to a minor. He stated this is the second offense for Susie Q's since she has been manager and Ms. Golden agreed. He stated it is the third offense for the store when Willie Daniels was manager. Ms. Golden stated she lets her employees know all the time to check ID. The employee had been working there for three years. She does not know why she did not check the ID and the employee no longer works at the store. Mr. Coleman asked if she had any training materials she used and Ms. Golden replied she did. Mr. Coleman stated this is her second offense and the law has specific things at their discretion for those who violate the ordinance. It will require a seven day suspension of sales and the Council will have to establish a reinstatement fee between \$750 and \$1500. Mayor Owens asked if that is something the Council will vote on and Mr. Coleman replied yes. Mayor Owens asked if there was a motion for the reinstatement fee for Susie Q's for their second offense between \$750 and \$1500. Councilman Morgan made a motion for a \$750 reinstatement fee. Councilman Twitty commented he feels it needs to be higher than \$750 since this is a second offense and recommended \$1,000. Mayor Owens commented he did not hear a second for the \$750 reinstatement fee and the motion dies. He stated we have a motion for a \$1000 reinstatement fee and Councilwoman Willingham seconded the motion. The motion passed by a 4-1 vote with Councilman Morgan voting no. Mr. Coleman asked Ms. Golden if she accepted the seven day suspension and \$1000 reinstatement fee. Ms. Golden accepted. He informed her the clerk would send her a letter with instructions on payment of the reinstatement fee and suspension.

Manjulaben Patel of Camilla Food Mart was the final underage alcohol sale offender to appear before the Mayor and Council. Mr. Coleman stated he wanted to talk to him about the sale of alcohol to a minor on April 15<sup>th</sup>. He is granted an alcohol license under the condition he operates his establishment according to the law. One of the laws is to not provide alcohol to anyone under 21 years of age. He stated he would like to hear from him to see if he has anything to say before

### **UNDERAGE ALCOHOL SALES HEARINGS (cont.)**

proceeding. Mr. Patel stated the employee was hired two days before the sale and employees are told to make sure they check ID for alcohol sales. He found out she was going through some type of personal problem and she was fired after the underage alcohol sale. Council had no questions for Mr. Patel. Mr. Coleman stated it was the second offense and the other one was on January 4, 2019. As provided for in the ordinance when someone violates the ordinance the Council can either revoke the license or give a seven day suspension. The reinstatement fee is between \$750 and \$1500. He informed the Mayor they would need to decide whether or not to revoke and the fee. Mayor Owens asked if there was a motion related to the seven day suspension/revocation and recommended fee. Councilman Twitty made a motion to suspend the license for seven days with a \$1000 reinstatement fee. Councilwoman Willingham seconded the motion. The motion passed by a 4-1 vote with Councilman Morgan voting no. Mr. Coleman asked Mr. Patel if accepted the seven day suspension and \$1000 fee and if not, he could have a hearing. Mr. Patel replied he accepted the suspension and fee. He was informed he would receive a letter from the clerk providing information on the suspension and reinstatement fee.

### **ALCOHOLIC BEVERAGE LICENSE APPLICATIONS: SMVS1, LLC dba GAMO'S PIZZA – ON-PREMISES BEER, WINE, AND LIQUOR POURING**

Mayor Owens stated in talking with the city manager, although the agenda is already approved, the owner of Gamo's Pizza is here and recommends to take care of this action and then conduct the public hearings. There was no objection. SMVS1, LLC dba Gamo's Pizza and located at 30 U.S. Highway 19 North made application to the City of Camilla for the on-premises sale of beer, wine, and liquor pouring alcohol licenses. Ankit Patel is the business manager of record. Police Chief Hendricks performed required background checks and approved the alcohol license applications. The Administrative Committee recommends approval of the on-premises alcohol licenses for beer, wine, and liquor pouring.

On motion by Councilman Palmer, seconded by Councilman Twitty, the motion to approve the on-premises beer, wine, and liquor pouring license for SMVS1, LLC dba Gamo's Pizza located at 30 U.S. Highway 19 North passed by a unanimous vote.

### **PUBLIC HEARINGS**

**CODE OF ORDINANCES AMENDMENTS** – Mayor Owens opened the public hearing for the amendments to the Code of Ordinances. He stated at the last committee meeting they discussed changes in the code to more closely match the charter. The changes are currently on the City's website and for questions regarding the changes feel free to reach out to the city clerk or a council member. He asked for comments from the public. Clerk Ford commented she has not received any public comments. There being no comments, the public hearing was closed. Mayor Owens commented it will be open for 30 days and to submit questions and comments to the city clerk.

**CONDITIONAL USE – GEORGIA B. WILLIAMS NURSING HOME – MUSEUM/ENRICHMENT CENTER – 176 DYER STREET** – Mayor Owens opened the public hearing for conditional use of the Georgia B. Williams Nursing Home museum/enrichment center at 176 Dyer Street. The Planning Commission recommends the Mayor and Council approve the conditional use for the purpose of a museum/enrichment center

### **PUBLIC HEARINGS (cont.)**

at 176 Dyer Street with the following stipulations: (1) all federal, state, and local licensing requirements are acquired; (2) all signage must be approved by the Zoning Administrator; and (3) in the event of property sale or cessation of use as a museum and educational enrichment center, the conditional use becomes null and void and will terminate. He stated Mrs. Jacquelyn Briscoe is in attendance and if there are questions for her she is here. Councilman Twitty stated he did not have a question but Mrs. Briscoe may like to make a statement. Councilwoman Willingham thanked her and stated some of her relatives were born there. It is a service to the community and a wonderful opportunity for children to learn about history. Councilman Morgan also thanked her and asked how she could be contacted for donations. Mrs. Briscoe stated they have a website located at [www.beasbabies.org](http://www.beasbabies.org) and the history and how to donate can be found there along with things to help support them. They are searching for grants and whenever they apply for federal grants they ask if the city and county support the project. The contact email address is [gbw@beasbabies.org](mailto:gbw@beasbabies.org). They have books available and all proceeds go to the project. There being no further comments the hearing was closed.

**CONDITIONAL USE – GEORGIA B. WILLIAMS NURSING HOME – PARKING LOT – 180 DYER STREET** – Mayor Owens stated the last public hearing is the conditional use of Georgia B. Williams Nursing Home parking lot at 180 Dyer Street for Jacquelyn Briscoe/Georgia B. Williams Nursing Home, Inc. The Planning Commission recommends the Mayor and Council approve the conditional use for the purpose of a parking lot at 180 Dyer Street for the museum/educational enrichment center located at 176 Dyer Street with the following stipulations: (1) lot must be up kept at all times and no parking after hours; and (2) in the event of property sale or cessation of use as a museum and educational enrichment center, the conditional use becomes null and void and will terminate. The public hearing was opened for comment. There being none the public hearing was closed.

### **ADMINISTRATIVE COMMITTEE**

#### **ORDINANCE NO. 2021-06-14-1 – CONDITIONAL USE: GEORGIA B. WILLIAMS NURSING HOME – MUSEUM/ENRICHMENT CENTER – 176 DYER STREET**

The Council conducted a public hearing tonight to receive citizen input for an application submitted by the Georgia B. Williams Nursing Home, Inc. for conditional use of property located at 176 Dyer Street. Proposed property use is for a museum and educational enrichment center. The Council reviewed the conditional use application along with Ordinance No. 2021-06-14-1. The Planning Commission recommends approval of the request with the following stipulations: (1) all federal, state, and local licensing requirements are acquired; (2) all signage requires approval by the Zoning Administrator; and (3) in the event of property sale or cessation of use as a museum and educational enrichment center, the conditional use becomes null and void and will terminate. The Administrative Committee recommends adoption of Ordinance No. 2021-06-14-1, to waive the second reading, and authorization for the Mayor to sign.

On motion by Councilman Palmer, seconded by Councilwoman Willingham, the motion to adopt Ordinance No. 2021-06-14-1, waive the second, and authorize the Mayor to sign passed by a unanimous vote.

**ORDINANCE NO. 2021-06-14-2 – CONDITIONAL USE: GEORGIA B. WILLIAMS NURSING HOME – PARKING LOT – 180 DYER STREET**

The Council conducted a public hearing tonight to receive citizen input for an application submitted by the Georgia B. Williams Nursing Home, Inc. for conditional use of property located at 180 Dyer Street. Proposed use of the property is a parking lot for the museum and educational enrichment center adjacent to the property. The Council reviewed the conditional use application along with Ordinance No. 2021-06-14-2. The Planning Commission recommended approval of the request with the following stipulations: (1) lot must be maintained at all times and no after-hours parking; and (2) in the event of property sale or cessation of use as a museum and educational enrichment center, the conditional use becomes null and void and will terminate. The Administrative Committee recommends adoption of Ordinance No. 2021-06-14-2, to waive the second reading, and authorization for the Mayor to sign.

A motion was made by Councilman Palmer and seconded by Councilwoman Willingham. Councilman Twitty asked if we could come up with a letter of support for them to use in fund raising. Mayor Owens commented he already signed the letter and they have it. He further commented the Council has been tremendous in the support of this endeavor and because of that he was authorized last month to sign the letter and get to them. The motion to adopt Ordinance No. 2021-06-14-2, waive the second, and authorize the Mayor to sign passed by a unanimous vote.

**AUGUST COUNCIL MEETING DATE CHANGE**

Due to a conflict with the 2021 Georgia Municipal Association Annual Convention scheduled for August 6<sup>th</sup> – 10<sup>th</sup>, the August council meeting will require rescheduling. The Administrative Committee recommends rescheduling the meeting from August 9<sup>th</sup> to August 16<sup>th</sup>.

On motion by Councilman Palmer, seconded by Councilman Campbell, the motion to reschedule the August 9<sup>th</sup> meeting to August 16<sup>th</sup> passed by a unanimous vote.

**ORDINANCE NO. 2021-06-14-3 – GENERAL ELECTION**

The Council reviewed Ordinance No. 2021-06-14-3 for the November 2, 2021 general election. The election will be conducted for the following council posts: District 1/Council Post 2; District 1/Council Post 3; District 2/Council Post 2; and District 2/Council Post 3. Said election will be conducted pursuant to the Laws of the State Of Georgia as enacted and amended. Candidate qualifying begins at 8:30 a.m. on August 16, 2021 and ends on August 20, 2021 at 4:30 p.m. Candidates will qualify in the office of the city clerk and the qualifying fee is set at \$72.00. Don Gray is designated Election Superintendent and Cheryl Ford is designated Absentee Ballot Clerk. The Administrative Committee recommends adoption of the Ordinance, to waive the second reading, and authorizes the Mayor to sign.

On motion by Councilman Palmer, seconded by Councilman Campbell, the motion to adopt Ordinance No. 2021-06-14-3, waive the second, and authorize the Mayor to sign passed by a unanimous vote.

## **RESOLUTION NO. 2021-06-14-1 – FINAL BUDGET AMENDMENT**

The Council reviewed Resolution No. 2021-06-14-1 for the City to amend its' General Fund Revenues and Expenditures budget for the fiscal year 2019/2020 for a total of \$8,508,000. The requested amendments are as follows:

- Revenues – Net increase of \$120,000  
Real Property Tax to reflect additional revenue

- Expenditures – Net increase of \$120,000  
Motorola Radio Project (infrastructure)

The Administrative Committee recommends approval of Resolution No. 2021-06-14-1 and authorizes the Mayor to sign.

A motion was made by Councilman Palmer and seconded by Councilman Twitty. Councilman Twitty asked for the city manager to provide additional explanation. City Manager Sykes stated the City realized in excess of \$120,000 in real property tax than the Council approved when the tax was budgeted in the 2019/2020 budget. It is important because when the Council passes a budget it has to be balanced. The unbudgeted expenditure was the Motorola radio which was started but the last \$120,000 started after the new budget year. When it wasn't completed we had expenditures in the next year that were unbudgeted. The motion to adopt Resolution No. 2021-06-14-1 and authorization for the Mayor to sign passed by a unanimous vote.

## **PUBLIC WORKS COMMITTEE**

### **TRANSFER OF PROPERTY TO CAMILLA DEVELOPMENT AUTHORITY – 23 TWITTY STREET**

The Council discussed the transfer of property to the Camilla Development Authority (CDA) located at 23 Twitty Street. The property was gifted to the City by Mr. B.W. Hughes in conjunction with the purchase of property for the Splash Park. The purpose of the transfer is for the CDA to market and sell for economic development.

A motion was made by Councilman Twitty and seconded by Councilman Campbell. Councilman Morgan asked the city manager to provide contact information and meeting times for the CDA because there has not been any opportunity for discussion on the item. Being a representative of District 1 and the property being in District 1 he feels the community members in the district should have room for feedback and inquiry on the property. City Manager Sykes stated he would get the information to him. The motion passed by a unanimous vote.

## **AGENDA AMENDMENT – TYSON SECURITY AGREEMENT**

Mayor Owens stated at this time they would head into the agenda item for the Tyson/Camilla Police Security Contract. He asked if anyone would like to add/give comments or go to the motion. Councilman Morgan stated comments. Mayor Owens stated we would get the motion first and then move to the discussion period for comments. He asked if there was a motion to approve the City of Camilla Police Department private security contract for Tyson Foods. A

#### **AGENDA AMENDMENT – TYSON SECURITY AGREEMENT (cont.)**

motion was made by Councilman Palmer and seconded by Councilwoman Willingham. Mayor Owens asked if there was any discussion and each councilmember would have ten minutes. Councilman Morgan stated to start we are doing ourselves as a council a disservice when at last week's meeting they did not have the contract nor time to fully discuss. It has not had time to be published or get feedback and also three councilmembers agreed to discuss in July. If Tyson was worried about the safety of their employees they have measures they can put in place. They also haven't seemed to worry about the safety of their employees during the height of the pandemic and they had to get the union there to provide safety for employees. The concern about safety isn't sitting well with him and wants to go back to last week's meeting. No one had a copy of the contract and three of the council did agree to wait until July to discuss the contract. Councilwoman Willingham stated what Tyson showed her is nobody knows when somebody is going to come in to a building and kill somebody. It is not preordained and when it happened they took measures in their hands to make sure employees are safe. She lives with some of the people and around them and when they see a police car there it makes them feel better. Unless you are working under those conditions and do not walk in their shoes, a life is more important than all of this other stuff. We are not paying for it, they are, because they want the people to be safe. She thanked the police department because she knows it is extra but they need them and the people want to feel safe. It is not about money or a contract but about people's life. At the school house they had a police officer and it made her feel safer. She is sorry the foresight was not there at the time but we are doing the right thing by allowing the people to have safety. She thanked those working the shifts and thanked Tyson for putting someone there so the people will feel safe. After additional comments by Councilwoman Willingham, she stated they have the right to be safe. As a Council it is their responsibility to make sure they do everything possible. Councilman Palmer commented he fully agrees with Councilwoman Willingham. He stated we have had an agreement with Tyson in the past and prior to that had a verbal agreement with other facility owners. They asked the City and we did not volunteer the service. They felt like it was needed and made the employees feel good. From what he understands there are 2,500 people, more or less, working there and that is half the people in the city of Camilla that work there. If we can't do this service for them that does not cost the City of Camilla one cent we are not doing our job. Mayor Owens stated the first thing he wants to point out is he does not know the history of everyone in the room. His first federal appointment was with the United States Department of Agriculture. He has had two federal appointments since retiring from the Marine Corps. His first was as a USDA poultry inspector and he had an opportunity to work at multiple Tyson plants specifically throughout this state. He has stood on the platform for many hours as a federal inspector and knows personally how tough the job is. He asked by a show of hands if they [Council] had the contract in front of them tonight or the financial information related to the contract Steve sent on Thursday. No one raised their hand. He stated for the record the majority of the Council are about ready to vote on something they can't see. Councilwoman Willingham said she saw it. Mayor Owens further stated there appears to be a majority of the Council, or at least one councilmember, voting on this from memory. There is a second piece related to the financial information. One of the things Steve mentioned last Monday that was the impetus or foundation of this is when he was in Thomasville and the City of Thomasville entered into a contract with Archbold. What he mentioned was there were elements of the contract where it said Thomasville and he changed to Camilla, where it said Archbold to Tyson. He has the original contract from 2012 the City of Thomasville had with Archbold. Based on the contract

### **AGENDA AMENDMENT – TYSON SECURITY AGREEMENT (cont.)**

Archbold signed with Thomasville, it is very different than the contract (the so called contract) and it is important to say the original contract was without Council consent. Whatever agreement we had with Tyson was done for a full year without Council consent. Because Council does not have the contract in front of them, maybe some can remember page 5 of the contract. There was an item they talked about specifically that was gnawing at him. It talked about in the contract we were given Tyson and its tax exempt purposes. Tyson, to his understanding, is not a nonprofit – it is a for profit company. It prompted him to get the original contract from nine years ago. In the recitals of the original contract it starts off and now makes sense: Whereas hospital is an organization exempt from federal income tax under Sections 501a and 501(c)3 of the Internal Revenue Code of 1986 as amended. And in furtherance of its charitable and exempt purposes the hospital operates an acute care hospital facility located in Thomasville, Georgia. What that means to him is this is not something that was done before. Tyson is a private company, for profit, a multi-billion dollar company. The hospital provides emergency care to the citizens of Thomasville and from his estimation the public purpose is clear: folks come to the emergency room and seek care. If they are having problems in the emergency room they phone the City of Thomasville and ask them to send a police officer over because they are having issues and Steve alluded to this last week. We [Archbold] are having problems in the emergency room that serves the public, our citizens. If you send an officer they will pay for it. That makes sense to him and the public purpose is clear. You can't get on Tyson property without going through the gate or booth and the public will not be wandering there. And even if they do wander there the police officers do not shed their government status. There are still 4<sup>th</sup> and 14<sup>th</sup> amendment stuff going on. They need reasonable suspicion that a crime is being committed before you can go up to somebody and say 'what are you doing?' This is on private property. With all due respect to his awesome colleagues sitting around the table, his oath has absolutely nothing to do with the employees. It is clear that Tyson, especially here locally, means a lot to this community. There is no argument or commentary - that is a bona fide fact. His responsibility is to the citizens of Camilla and their stuff. He does not know if councilmembers can recall the financial information Steve sent on Thursday. He is hoping they can recall from memory because they have to remember this is about more than private security and impacts the budget. The fact they are having a conversation about the budget and public safety, very rarely do those two things happen when you are talking about voting, that Council has not had an opportunity to hear from the public. We just did a code of ordinances and put thirty days out for people to see if they questions but we are not going to afford the same community to have a thought about using their police force as a private security contractor. That sounds odd to him and if forced to have the conversation tonight they will. Speaking of the money, and with respect, it is about money because it is not theirs, it belongs to the people of Camilla. When they approved the budget last year, the police overtime was budgeted for \$8,600. They did not approve until the Fall. The budget for police overtime was \$8,600 and he does not recall during any of the three budget hearings, the final vote, the city manager or any member of staff telling the Council in April I did a contract for overtime with Tyson. What they were told is \$8,600 was good enough. No heads up. The budget they were given, voted on, and approved for overtime was for \$8,600. This is not Owens talking and what the city manager sent Thursday. We are now at \$59,630.84 and the public has not had an opportunity to say one word. In addition to this information, he has invoices for the entire fiscal year. Some of the information is straight forward but Council does not have their information with them to follow along with this very important issue that will im-

### **AGENDA AMENDMENT – TYSON SECURITY AGREEMENT (cont.)**

pact the people they are all sworn to represent. His question is on the sheet sent by the city manager on Thursday, Item #3 – Tyson shooting related day time security. That tragic shooting, from his recollection, happened in June and the contract started in April. Councilman Morgan touched on this in his commentary. There was only thing happening at Tyson that he can recall that was newsworthy and that was dealing with COVID. That is his recollection. The contract started before the shooting without their consent. His question, and it is in Item #3, is Tyson shooting related daytime security. He will pick a date since the beginning of the fiscal year and there are many but all the same. He came up with 916 and the city manager said 960 and he will go with his number. On the invoice for January 25, 2021 through February 7, 2021 Tyson was sent an invoice for 96 hours from the City of Camilla. They sent an invoice to Tyson for 96 hours at \$36/hour for that period. His confusion is there were also day time hours. With the 96 for evening he does not have the invoice for the 90. Last week the city manager mentioned and he does not know the details, but when Tyson asked for the day time security from 0800 to 5, he did it at no charge and that is a quote. Mayor Owens provided the police overtime breakdown with credits and debits. He sees the credits for the 96 hours but not the 90. His question is did we do this separately or were they not charged and why is it not on there. City Manager Sykes questioned if he should answer the Mayor's question. Councilman Palmer stated the Mayor's time is up and he would like to have the floor. Mayor Owens stated he is looking at his clock and asked if there is a consensus of the Council that there would be no requirement for the city manager to answer. Councilman Morgan stated he would like an answer. Councilman Campbell stated he appreciates the Mayor's opinion, he wanted to ask Steve a question, and a lot of this he gets from open records and discussion is not easy and freeform between the administration. He wants to hear Steve's opinion on this. Mayor Owens asked if he would answer the question and wants to know where the 90 hours went. City Manager Sykes stated his opinion is this is not a contract but a professional services agreement. When he responded to Tyson with their request it was to provide security augmentation which is what the agreement said. The reason he did not ask the Council to approve is because he felt it fell under his purview as city manager to direct personnel. He did not consider it as a contract. When you go back and read through the agreement you don't see it addressed as a contract. It wasn't until the Mayor raised the question to him a couple weeks ago that he sent it to the attorney to review as a contract. He wants them to know the reason he didn't ask them to approve it is because he did not see it as a contract but as a city manager being a personnel manager directing personnel. The second thing is in the agreement he covered the employees, the City, and had enough money in the rate which is \$36/hour to cover an employee's time and a half (overtime). It also covers other costs the City incurs, is not a cost to the City, and the rate covers that. They began back in April when it was requested and he talked to the police chief to find out what the history was and what precedent was set before providing the service. He found there is a long history going back to the original Cagle's. At one time our police chief provided security detail for Cagle's. He approached it as a security agreement and they agreed to \$36/hour and thought it was fair and it covered the City. He also had a conversation with the chief where else we provide security service. He was told from time to time Wal-Mart will hire a police officer and it concerned him that we would have officers in a City of Camilla police uniform with equipment providing moonlighting type services. He felt the best way to provide that type of service is as an employee so the officer and his family are covered in the unfortunate event there is a shooting and someone dies. He prepared the agreement, Tyson agreed with it, and they performed under that agreement from

### **AGENDA AMENDMENT – TYSON SECURITY AGREEMENT (cont.)**

April 2020 until just recently. When we invoiced them it was for the night time shift and why they see the hours billed at \$36/hour, invoiced, and paid. The reason they are \$59,000 under right now is because a certain number of invoices have not yet been booked. The money is going to come and the number will get smaller. The reason they do not find invoices matching the daytime hours and the reason he shows as a separate standalone item is when the plant manager called, right after the shooting, he asked if there was any way we could provide police detail. The employees were very nervous, understandably so, and he agreed to do that. The plant manager did not ask for a period of time and he did not ask him for how long. He agreed to do that until things settled down and they continue to provide that service. Some of the overtime listed is due to the fact we are providing that service without charging. The agreement before them charges for both daytime and night time and it certainly will be covered next year and there will not be a deficit. His estimation is the City will make about \$25,000 to \$30,000 more than it will cost for the contract in front of them. City Manager Sykes stated he hoped he answered their questions. Mayor Owens stated he had a follow up but due to Roberts Rules each councilmember gets two times to talk at ten minutes each and Councilman Palmer has a question or comment. Councilman Palmer stated we need to move on with this, it reminds him of a witch hunt more or less, and we need to take care of these people tonight. Councilman Campbell stated Tyson wants it and is asking for it and asked City Manager Sykes if there was anything else he wanted to add to their request. City Manager Sykes stated the plant manager made it very clear to him when he let him know we needed to pull the officers off as of last Monday and told him as soon as the Council gave him the go ahead he would send them back out there. He told him he was disappointed but understood why he did it. He asked the plant manager with the controversy if he wanted them to come back and he made it very clear in no uncertain terms absolutely they need our officers at the plant. He mentioned to him about what type of private security detail he has and it is his understanding he has private security and they have been there for years and are still there today. The added protection those employees feel with the Camilla police department officer on duty is worth all the money we are willing to charge them and they are willing to pay. Councilman Palmer stated one key thing is the officers are volunteer and it is not a requirement and they volunteer their time to do this. Mayor Owens stated because he can go back to October (the beginning of the fiscal year) his original question is: was the 960 hours that started in June not been invoiced for and the money not received. City Manager Sykes stated this is correct. Mayor Owens asked the Council to understand that he does not want these things to be conflated. What he is suggesting the city manager has just informed them he spent \$26,000 of the people's money without their consent, no invoice, any of that. This is beyond security at this point and we can't talk about anything new until the people are made whole. To the majority of the councilmembers, what part of all this is confusing? This is not about Tyson, this is not about their employees. Just like their shareholders and the CEO, those folks are responsible for those employees and their safety. His responsibility as Mayor of this town is to make sure he is a good steward, and we all are, of the people's money. You can't have a situation where \$26,000 of the people's money is gone, or basically donated in a way. He is going back to October and he put the request in up until May 31<sup>st</sup> and there still isn't an invoice. He reminded Council when they voted for the budget this was already in place for almost seven months and they were not told. He doesn't see, and appreciates some folks thinking about the employees at Tyson, but we need to pivot real quick because the public is watching and start talking about the people of Camilla, the folks they are sworn to represent. There is a \$26,000 gap that needs to get squared away first

### **AGENDA AMENDMENT – TYSON SECURITY AGREEMENT (cont.)**

before they can even talk about the contract, not to say it's not warranted or warranted. He is talking about process. They can't sit in their chairs, with their nameplates, in judgment of others when the same rules and procedures don't apply to them. It doesn't matter what the city manager thought or didn't think. The charter is clear and you don't enter into this stuff without their approval. The irony is you know it's true because they are in the middle of a debate to vote on it a year later. Two things need to happen and this is his recommendation. The first thing they need to do before they talk about a contract with Tyson is figure out what they are going to do about the people's \$26,000. Once that is squared away they can get to the potential contract. He can't imagine how the representatives of the City of Camilla can move forward knowing there is a \$26,000 deficit that was more or less given to a private company on private property. He doesn't know how we do that. He asked them not to conflate the two things. For him this is not about Tyson and security. This about the proper representation of the people of Camilla. Right now we have got work to do to get them whole on the \$26,000. We can't sit in judgement and do what we did tonight [underage alcohol sale hearings]. The people can't be the only folks to play by the rules. We have to hold ourselves accountable and he is hoping they will do that. They can't move forward with a new contract until the old stuff is squared away first, specifically the \$26,000 of the people's money. Councilwoman Willingham stated her understanding this is something the City of Camilla was already doing. Mayor Owens asked for clarification if prior to April 9<sup>th</sup>, on April 8<sup>th</sup>, police officers were standing duty at Tyson. City Manager Sykes responded no and in the past they may have been. Councilwoman Willingham stated he said in the past and had checked with the police chief and this is something we had been doing. City Manager Sykes responded it is something we have previously done. Councilwoman Willingham asked when they stopped and City Manager Sykes responded he did not know when they stopped. They were asked by the previous manager to go out there and they did. When he asked the chief if they had done this type of thing before he responded they had and he participated in it. Mayor Owens stated it has been at least three years. City Manager Sykes stated from January of 2018 when he started until April of 2020 we had not. It was not happening when he got here. Councilwoman Willingham made additional comments that were inaudible. City Attorney Coleman commented it is up to them and the contract is before them. They have a motion, a second, and it is a legitimate contract. Councilman Palmer asked for the vote to be called. The motion to execute the contract with Tyson passed with Councilwoman Willingham, Councilman Campbell, Councilman Palmer, and Councilman Twitty voting in favor of the motion. Councilman Morgan voted no.

### **CITY MANAGER'S REPORT**

City Manager Sykes commented the manager's report is in the packets and pointed out the cemetery lot purchases are attached. Twenty five individual lots were sold and purchased from February 1<sup>st</sup> until May 21<sup>st</sup>. The total amount sold is \$4,375 and as a reminder we include this as public record for anyone who wants to search the owner of a lot, location, and cost. The COVID-19 update is included and shows the cumulative total for Mitchell County for the week. The new hospitalizations are zero, new positives is one, and new deaths is two. The reason for the two deaths is they were suspicious deaths and had to be determined if COVID. Once the State made that decision they were classified as a COVID deaths which is why it went from 74 to 76. We are seeing the lowest level of positivity in Mitchell County since the beginning and the signs are encouraging. Mayor Owens asked about the chairs and tables for Toombs. City Manager Sykes

### **CITY MANAGER'S REPORT (cont.)**

responded the tables were ordered about four weeks ago and are on backorder. The latest date given for delivery is July 7<sup>th</sup> or July 9<sup>th</sup>. Because of the delay in the backorder of Toombs picnic tables he thinks they will go ahead and order for the splash park to get ahead of that game. The splash park is set to open the end of October and it would be wise to go ahead and order the tables for that now. Councilwoman Willingham stated some people are asking about a bathroom facility at Toombs Park. City Manager Sykes stated that was a good question and when we talk about the budget for next year that will be one of the items we talk about: how much a bathroom facility will cost and something we want to take and reprioritize SPLOST dollars for. City Manager Sykes there are two items they really need to consider at Toombs Park: playground equipment and a restroom facility.


### **MAYOR'S COMMENTS**

Mayor Owens commented the public has had an opportunity to watch their government at work. This is the process – you debate and you debate passionately but eventually you come to the end. There is nothing personal in here but everybody has the responsibility to debate their point of view, good, bad or indifferent. This is how we do business. To the public he says to keep an eye out for 4<sup>th</sup> of July information and he appreciates them watching and participating. He encouraged them to feel free to write in or visit to be involved.

### **ADJOURNMENT**

On motion by Councilman Campbell, seconded by Councilman Twitty, the meeting adjourned at 8:30 p.m.

BY:

  
\_\_\_\_\_  
KELVIN M. OWENS, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL FORD, CLERK

SMVSI, LLC d/b/a Gamo's Pizza has made application to the City of Camilla for the sale of Beer, Wine, and Liquor Pouring ON Premises alcohol licenses. The manager of the business is Ankit Patel. This business is located at 30 US Highway 19 N.

Mayor and Council will consider this request at their regular scheduled meeting on Monday, June 14, 2021 at 6:30 p.m., scheduled for the 4<sup>th</sup> Floor at City Hall.

The meeting is open to the public, with limited space. Social distancing guidelines and mask usage will be in practice.

APPROVED      JUNE 14, 2021  
REGULAR SESSION  
MAYOR & COUNCIL

City of Camilla, Georgia  
**ORDINANCE NO.: 2021-06-14-1**

AN ORDINANCE TO APPROVE A CONDITIONAL USE OF PROPERTY LOCATED IN AN R-2, SINGLE FAMILY RESIDENTIAL DISTRICT (SUBSTANDARD LOT OF RECORD) AFTER REPORT AND RECOMMENDATION BY THE PLANNING COMMISSION AND FOR OTHER PURPOSES.

WHEREAS, the Georgia B. Williams Nursing Home, Inc./Jacqueline Briscoe owner/agent of property located at 176 Dyer Street, is requesting a Conditional Use for the purpose of operating a Museum and educational enrichment center under Article V, R-2 Single Family Residential District (Substandard Lot of Record), Section 5.03 Conditional Uses Item 9, other uses similar to the above and compatible with the particular neighborhood and environment as interpreted by the Planning Commission and approved by Mayor and City Council, as limited and defined in Section 1.08, and

WHEREAS, the Planning Commission of the City of Camilla, after public hearing, has recommended to the City Council that the request be approved; with the stipulations (1) all Federal, State, and Local Licensing Requirements and Regulations are acquired, (2) all signage, must be approved by the Zoning Administrator, and (3) in event of sale of property or cessation of use as a Museum and educational enrichment center, the conditional use that was granted, becomes null and void, and the conditional use will terminate.

WHEREAS, after due consideration the Council has decided to accept the Planning Commission's recommendation to approve the conditional use for the purpose of operating a Museum and educational enrichment center with the stipulations (1) ) all Federal, State, and Local Licensing Requirements and Regulations are acquired, (2) all signage, must be approved by the Zoning Administrator, and (3) in event of sale of property or cessation of use as a Museum and educational enrichment center, the conditional use that was granted, becomes null and void, and the conditional use will terminate.

WHEREAS, the Council has considered the application and has made the appropriate findings pursuant to Article V, R-2 Single Family Residential District (Substandard Lot of Record), Section 5.03 Conditional Uses Item 9, other uses similar to the above and compatible with the particular neighborhood and environment as interpreted by the Planning Commission and

approved by Mayor and City Council, as limited and defined in Section 1.08, of the Zoning Code of Ordinance of the City of Camilla.

NOW THEREFORE, be it ordained by the Mayor and Council of the City of Camilla, and it is hereby enacted by the authority of the same that the request to grant a conditional use of the property hereinabove referred to as a Museum and educational enrichment center under Article V, R-2 Single Family Residential District, Section 5.03 Conditional Uses Item 9, other uses similar to the above and compatible with the particular neighborhood and environment as interpreted by the Planning Commission and approved by Mayor and City Council, as limited and defined in Section 1.08, be in the same is hereby approved subject to all other ordinances and licensing requirements of the City of Camilla. In the event of sale of property or cessation of use as a Museum and educational enrichment center, or 30 days after property ceases to be used for the use granted, then the conditional use will terminate.

SO ORDAINED, in regular session this 14<sup>th</sup> day of June, 2021, after waiving second reading.

MAYOR AND COUNCIL  
CITY OF CAMILLA

By: \_\_\_\_\_

Kelvin M. Owens, Mayor

Attest: \_\_\_\_\_

Cheryl Ford, Clerk



City of Camilla, Georgia  
**ORDINANCE NO.: 2021-06-14-2**

AN ORDINANCE TO APPROVE A CONDITIONAL USE OF PROPERTY LOCATED IN AN R-2, SINGLE FAMILY RESIDENTIAL DISTRICT (SUBSTANDARD LOT OF RECORD) AFTER REPORT AND RECOMMENDATION BY THE PLANNING COMMISSION AND FOR OTHER PURPOSES.

WHEREAS, Jacqueline Briscoe/Georgia B. Williams Nursing Home, Inc. owner/agent of property located at 180 Dyer Street, is requesting a conditional use for the purpose of a parking lot for the Museum and educational enrichment center to be located at the property of 176 Dyer Street, under Article V, R-2 Single Family Residential District (Substandard Lot of Record), Section 5.03 Conditional Use Item 9, other uses similar to the above and compatible with the particular neighborhood and environment as interpreted by the Planning Commission and approved by Mayor and City Council, as limited and defined in Section 1.08, and

WHEREAS, the Planning Commission of the City of Camilla, after public hearing, has recommended to the City Council that the request be approved; with the stipulations (1) lot must be up kept at all times, no parking after hours, (2) in event of sale of property or cessation of use as a parking lot for the Museum and educational enrichment center located on the property at 176 Dyer St, the conditional use that was granted, becomes null and void, and the conditional use will terminate.

WHEREAS, after due consideration the Council has decided to accept the Planning Commission's recommendation to approve the conditional use for the purpose of operating a parking lot for the Museum and educational enrichment center located at 176 Dyer St., with the stipulations (1) lot must be up kept at all times, no parking after hours, (2) in event of sale of property or cessation of use as a parking lot for the Museum and educational enrichment center located on the property at 176 Dyer St, the conditional use that was granted, becomes null and void, and the conditional use will terminate.

WHEREAS, the Council has considered the application and has made the appropriate findings pursuant to Article V, R-2 Single Family Residential District (Substandard Lot of Record), Section 5.03 Conditional Uses Item 9, other uses similar to the above and compatible

with the particular neighborhood and environment as interpreted by the Planning Commission and approved by Mayor and City Council, as limited and defined in Section 1.08, of the Zoning Code of Ordinance of the City of Camilla.

NOW THEREFORE, be it ordained by the Mayor and Council of the City of Camilla, and it is hereby enacted by the authority of the same that the request to grant a conditional use of the property hereinabove referred to as a parking lot for the Museum and educational enrichment center located at 176 Dyer St., with the stipulations (1) lot must be up kept at all times, no parking after hours, (2) in event of sale of property or cessation of use as a parking lot for the Museum and educational enrichment center located on the property at 176 Dyer St, the conditional use that was granted, becomes null and void, and the conditional use will terminate.

SO ORDAINED, in regular session this 14<sup>th</sup> day of June 2021, after waiving second reading.

MAYOR AND COUNCIL  
CITY OF CAMILLA

By: \_\_\_\_\_

Kelvin M. Owens, Mayor

Attest: \_\_\_\_\_

Cheryl Ford, Clerk



## **ORDINANCE NO. 2021-06-14-3**

### **GENERAL ELECTION ORDINANCE**

The City Council of the City of Camilla hereby ordains that pursuant to the Charter of the City of Camilla, as amended, and the Georgia Elections Code, as amended through the regular 2021 session of the Georgia General Assembly, the General Election for City Council District 1 – Council Post 2, District 1 – Council Post 3, District 2 – Council Post 2, and District 2 – Council Post 3, as provided by O.C.G.A. § 21-2-1, et seq., to fill terms expiring on December 31, 2021, shall be held under the following terms and conditions:

1. Said election shall be held on November 2, 2021.
2. The hours of the election shall be between 7 a.m. and 7 p.m.
3. The election shall be held pursuant to the provisions of the Laws of the State of Georgia as enacted and amended. Provided further, the Charter of the City of Camilla and amendments thereto shall be in force and effect where same were not repealed or modified by the Laws of the State of Georgia.
4. For the purposes of this election Don Gray is designated as the Election Superintendent of the municipality. Poll officials shall be named and designated by the governing authority of the City of Camilla, and the names thereof shall be entered in the Minutes of the City of Camilla prior to the holding of this election. Cheryl Ford is also designated as the Absentee Ballot Clerk.
5. Paper ballots shall be used for the conduct of this election.
6. The polling place for District 1 shall be the Northside Recreation Center located at 400 Pecan Drive and the polling place for District 2 shall be City Hall located at 30 East Broad Street, Camilla, Georgia.
7. Each candidate for District 1 – Council Post 2, District 1 – Council Post 3, District 2 – Council Post 2, and District 2 – Council Post 3 shall file a notice of candidacy in the office of the City Clerk at Camilla City Hall, 30 East Broad Street, Camilla, Georgia. Qualifying begins on August 16, 2021 at 8:30 AM and will continue day to day until the close of qualifying on August 20, 2021 at 4:30 PM.
8. The qualifying fee for candidates of City Council District 1 – Council Post 2, District 1 – Council Post 3, District 2 – Council Post 2, and District 2 – Council Post 3 shall be \$72.00.

9. Pursuant to O.C.G.A. § 21-2-216, any person who is a resident of the City of Camilla and a qualified elector of the City of Camilla shall be eligible to vote in this election. The registrar shall cease taking applications for registration from persons desiring to vote in this election on the close of the registrar's business on October 4, 2021, as provided in O.C.G.A. § 21-2-224.
10. Pursuant to O.C.G.A. § 21-2-132(d)(3), the public notice attached hereto as "Exhibit A" shall be published in *The Camilla Enterprise* once during the week of August 2, 2021.
11. Pursuant to O.C.G.A. § 21-2-9(b), the public notice attached hereto as "Exhibit B" shall be published in *The Camilla Enterprise* once during the week of September 27, 2021.

SO ORDAINED, this 14<sup>th</sup> day of JUNE, 2021.



CITY OF CAMILLA

By: [Signature]  
Mayor, Kelvin Owens

Attest: [Signature]  
Clerk, Cheryl Ford

1<sup>st</sup> reading: JUNE 14, 2021

2<sup>nd</sup> reading: WAIVED

**“EXHIBIT A”**

**CITY OF CAMILLA**

**GENERAL ELECTION**

**CITY COUNCIL DISTRICT 1 – COUNCIL POST 2, DISTRICT 1 – COUNCIL POST 3,  
DISTRICT 2 – COUNCIL POST 2, AND DISTRICT 2 – COUNCIL POST 3**

**November 2, 2021**

Qualification opens at 8:30 a.m. on Monday, August 16, 2021, and closes at 4:30 p.m. on Friday, August 20, 2021. The qualifying fee for a position on the City Council shall be \$72.00.

Candidates may qualify in the office of the City Clerk at Camilla City Hall, 30 East Broad Street, Camilla, Georgia.

All persons desiring to vote in said election must be registered no later than 5:00 p.m. on October 4, 2021. Advanced and absentee voting for the election begins on October 12, 2021. The deadline to cast an advanced vote or request an absentee ballot is October 22, 2021. If you have any questions please call (229) 336-2220.

**“EXHIBIT B”**

**NOTICE OF ELECTION**

The General Election for the City of Camilla shall be held on Tuesday, November 2, 2021, between the hours of 7 a.m. and 7 p.m. The polling place for District 1 shall be the Northside Recreation Center located at 400 Pecan Drive. The polling place for District 2 shall be at City Hall, located at 30 East Broad Street, Camilla, Georgia. The election shall be for positions on the City Council for District 1 – Council Post 2, District 1 – Council Post 3, District 2 – Council Post 2, and District 2 – Council Post 3.

All persons desiring to vote in said election must be registered no later than 5:00 p.m. on October 4, 2021. Advanced and absentee voting for the election begins on October 12, 2021. The deadline to cast an advanced vote or request an absentee ballot is October 22, 2021. If you have any questions please call (229) 336-2220.

In the event no candidate in the general election receives a majority of the total votes cast, there shall be a runoff between the candidates receiving the two highest numbers of votes as provided in O.C.G.A. § 21-2-501. If a runoff election is required, it shall be held on November 30, 2021. Only those qualified electors who are eligible to vote in the November 2, 2021, general election will be eligible to vote in the special election run-off.

**City of Camilla, Georgia**  
**Resolution No. 2021-06-14-1**

**RESOLUTION AMENDING THE BUDGET  
FOR THE 2019-2020 FISCAL YEAR**

**WHEREAS**, the City Council has reviewed its revenues and expenditures for the fiscal year ending (FYE) September 30, 2020 and has determined that amendments are needed as follows:

Revenues: Net Increase of \$120,000

1. Real Property tax— to reflect additional revenues	\$120,000
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Expenditures: Net Increase of \$120,000


1. Infrastructure-Motorola Radio Project	\$120,000
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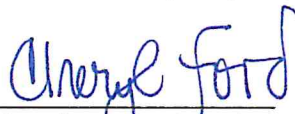
**WHEREAS**, the City of Camilla hereby resolves to amend its General Fund Revenues and Expenditures budget for the fiscal year 2019-2020 for a total of \$8,508,000.

**SO RESOLVED** this 14th day of June, 2021.



CITY OF CAMILLA

By:   
Kelvin M. Owens, Mayor

Attest:   
Cheryl Ford, City Clerk

**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.

W

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

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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.

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**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 1<sup>st</sup> of each year during the term of this agreement unless the City gives notice by November 1<sup>st</sup> 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

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"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 (4<sup>th</sup>) anniversary of the termination of this Agreement or renewals of this Agreement. In the event any request for this Agreement or City's books, documents, and records is made pursuant to Social Security Act, 1861 (v)(1)(I) and associated regulations, Contractor shall promptly give notice of such request to Tyson and provide Tyson with a copy of such request and, thereafter, consult and cooperate with Tyson concerning the proper response to such request. Additionally, City shall provide Tyson with a copy of each book, document, and record made available to one or more

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

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

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

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

If to Tyson: Tyson Foods  
  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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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.

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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.

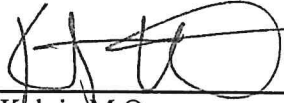
5.11 Severability. If any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable, the remainder of this Agreement, and the application of any term or provision to persons or circumstances other than those as to which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

A handwritten signature in black ink, appearing to read 'Kelvin M Owens', is written over a horizontal line.

Kelvin M Owens

Mayor

6-24-2021

**TYSON FOODS, INC**

A solid horizontal line intended for a signature.Handwritten initials or a signature in the bottom right corner of the page.

## CEMETERY SPACES SOLD - REPORT - OAKVIEW CEMETERY

02/01/2021- 05/21/2021

<i>OWNER</i>	<i>BURIAL</i>	<i>SECTION</i>	<i>SIZE</i>	<i>COST</i>
John Mickens	Janette Mickens	Water Oak	15' x 10'	\$525.00
Jeanette Smith	Willie Albert Smith	Post Oak	10' x 10'	\$350.00
Kenya Sessions	Rickey Sessions	Laurel Oak	5' x 10'	\$175.00
Anna Clayton	Glory Cooper	Live Oak	5' x 10'	\$175.00
Kiaja Merriweather & Family	Sherrell Denise Merriweather	Georgia Oak	10' x 10'	\$350.00
Laura Whitfield and Vera Haynes	Purchase in Advance	Georgia Oak	10' x 10'	\$350.00
Laura Whitfield and Vera Haynes	Purchase in Advance	Georgia Oak	10' x 20'	\$700.00
Rose Champ	Andre Henry Jackson	Live Oak	5' x 10'	\$175.00
Jonah Daniel c/o Annie McLendon	Purchase in Advance	Red Oak	5' x 10'	\$175.00
Gloria Hazley and Anna Smith	Purchase in Advance	Laurel Oak	5' x 10'	\$175.00
Elizabeth Bell	Charles Edward Taylor	Georgia Oak	5' x 10'	\$175.00
George Green	Caleena Louise Green	Post Oak	5' x 10'	\$175.00
Stacey Wade and Johnny L. Williams IV	Timothy L. Wade Sr.	Live Oak	10' x 10'	\$350.00
Lillian Cecillia Morris	Annie Doris McIntyre-Dudley	Red Oak	5' x 10'	\$175.00
Shelia Dawson	Eddie Gilbert	Live Oak	5' x 10'	\$175.00
Geralyn Haynes	Corey Wimes	Live Oak	5' x 10'	\$175.00
TOTAL SPACES SOLD (16)				\$4,375.00