



Blakely City Council Agenda

Work Session

June 7, 2022, City Hall, 5:00 P.M.

- I. Address semi parking in residential areas
- II. Quotes on new building at the barn
- III. Fire hydrant estimates
- IV. Civic center
- V. Angus & Murdock paving



Blakely City Council Agenda

June 7, 2022, City Hall, 6:00 P.M.

- I. Public Hearing
 - a. Re-zoning 18920 E South Blvd
 - b. Re-zoning on MLK
- II. Call To Order, Roll Call, Invocation, Pledge Of Allegiance
- III. Mayor's Spotlight
- IV. Approve Minutes
 1. Minutes May 3, 2022
 - i. Work Session
 - ii. Regular Session
 2. Minutes May 24, 2022
- V. Citizens And Delegations
- VI. Administrative Committee
 3. Will Caudill – Updates
 4. Matt Hromalik - E911 Updates
 5. Planning Commission
 - i. Re-zoning 18920 E South Blvd
 - ii. Re-zoning on MLK
- VII. City Attorney's Report
- VIII. City Clerk's Report
- IX. New Items Proposed by Mayor and City Council
 6. Tower agreement
 7. Proclamation for Elder Abuse
- X. Public Comments
- XI. Adjournment

**CITY OF BLAKELY
PLANNING COMMISSION MINUTES
MONDAY**

May 16, 2022

6:00 P. M.

1. PUBLIC HEARING

- a. **Zone change request for 18902 E. South Blvd. Parcel ID: B076A022019. Legal description: LL 128-28th LD. The owner would like to change the zone from R-1, Single-family_Residential to R-2, Two-Family, and Multi-Family Residential District, for the placement of a Manufactured Home.**

Chairman Wallace Oneal called the Public Hearing to order. Berry Early addressed the Planning Commission requesting to change the zone on this parcel from R-1 to R-2. He stated that the house on this property burned and he would like to replace it with a manufactured home. There was one resident from the neighborhood present and she asked how old the home could be. She was informed the home has to be newer than 1976 with a HUD decal.

A motion was made by Exie Smith and seconded by McArthur Jones to close the Public Hearing.

2. CALL MEETING TO ORDER: INVOCATION.

Wallace Oneal called the meeting to order. Members present were: Wallace Oneal, McArthur Jones, Exie Smith, George Easom, Hope Hutchins, and Zoning Kenneth Jones.

3. APPROVE MINUTES OF April 18, 2022 Planning Commission meeting.

A motion was made by Hope Hutchins and seconded by Exie Smith to approve the minutes of the April 18, 2022 meeting. All in favor. Motion passed.

4. OLD BUSINESS: None

5. NEW BUSINESS:

Zone change request for 18902 E. South Blvd. from R-1 to R-2 for the placement of a Manufactured Home.

The members of the commission discussed that there were other manufactured homes in the neighborhood. After further discussion, a motion was made by McArthur Jones and seconded by Hope Hutchins to recommend approving the request to rezone the property from R-1 to R-2 to the Blakely City Council. All in favor. Motion passed.

6. Adjournment:

There being no further business a motion was made by McArthur Jones and seconded by Hope Hutchins to adjourn. All in favor. Moton passed.

Signed: _____
Chairman Blakely Planning Commission

Date: _____

NOTICE OF PUBLIC HEARINGS

DATE OF NOTICE: 5-18-2022

Public Hearing Issue: Application has been made for *Zoning Change*.

**Property Location: Behind 3140 Martin Luther King Jr. Blvd. (Old Huddle House)
7.54 acres**

Current Zone: R-1 Single Family Residential

Proposed Zone: Planned Unit Development (PUD)

Current Property use: Vacant land

Proposed Property Use: Commercial

Public Hearing before the Blakely Planning Commission is scheduled :

Date: June 6, 2022

Time: 6:00 P. M.

Location: Council Room City Hall

Official Public Hearing before the Blakely City Council is scheduled:

Date: June 7, 2022

Time: 6:00 P. M.

Location: Council Room City Hall

NOTICE OF PUBLIC HEARINGS

DATE OF NOTICE: 4-13-2022

Public Hearing Issue: Application has been made for *Zoning Change*.

Property Location: 18902 E. South Blvd..

Parcel number: B076A022019

Legal description: LL 128-28thLD

Current Zone: R-1, SINGLE-FAMILY RESIDENTIAL DISTRICT

Proposed Change: R-2, TWO-FAMILY AND MULTI-FAMILY RESIDENTIAL DISTRICT

Proposed Property Use: Place a manufactured home on the lot.

Public Hearing before the Blakely Planning Commission is scheduled :

Date: May 2, 2022

Time: 6:00 P. M.

Location: Council Room City Hall

Official Public Hearing before the Blakely City Council is scheduled:

Date: May 3, 2022

Time: 6:00 P. M.

Location: Council Room City Hall



Overview

Legend

- Parcels
- Roads

Parcel ID	B076A02019	Owner	WIMBUSH MARY FRANCIS	Last 2 Sales			
Class Code	Residential		P O BOX 403	Date	Price	Reason	Qual
Taxing District	BLAKELY		BLAKELY, GA 39823	7/9/2009	0	NM	U
Acres	0.41	Physical Address	18902 E SOUTH BL	7/4/2009	0	NM	U
		Assessed Value	Value \$6099				

(Note: Not to be used on legal documents)

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Blakely City Council Agenda

Work Session

May 3, 2022, City Hall, 5:00 P.M.

- I. Jenna Hazelet – MLC Service Line
Was not present

- II. Eric Groom – GP Gas Sale

Eric Groom informed the Mayor and Council that he had brought the MGAG refund check in the amount of \$37,282.00. He then spoke on the prepaid gas price and how they come up with the refund. Eric discussed the current natural gas cost and the increase that is coming. He stated that at the head the price is currently 7.21 and last May it was 2.42. He informed the Mayor and Council that the increase is mainly has to due with the selling averages and production not being increased. Eric then spoke on the approval last July on the GP Agreement. He discussed with the Mayor and Council on how much GP is estimated to burn in natural gas and that gas will start flowing to GP June 1st. Eric informed the Mayor and Council that the GP final agreements were not fully completed and that once completed would be forwarded to the City and the attorney for review. The Mayor stated that everything should be able to move forward since it was approved last year. The City Attorney stated that the agreement could be complicated and would like to review it before finalizing.

- III. Building at the barn

The Mayor asked Lane if he had a drawing for the new Utility Complex and if all the Councilmembers had reviewed it. Lane stated that just about all the Councilmembers had been to see the present building. The Mayor asked the City Attorney about bidding the project out and if an architect should be gotten. Lane stated that his cost estimate would be for the metal framing due to the City employees being able to do the finish work and this would help to keep the cost down. There was discussion between the Mayor and Council about moving forward with this project and on the overall cost. There was discussion on possibly financing the cost. The City Attorney informed the Mayor and Council that GMA has a “Bricks & Mortar” financing program that the City could look into if they wanted to finance the project. The Mayor spoke on the shape of the current building, restrooms, breakrooms and consistent internet issues. He stated that if the Council chose to the project could be done as renovations to the individual departments. Councilmember Davis questioned the bid process.

- IV. Civic Center Renovations

The Mayor reminded the Council that they had decided at the last meeting to renovate the Civic Center with raising the ceiling & walls and covering the paneling with FR sheetrock. He asked if the Council would like to proceed with getting renovation figures.



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V. House on Murdock

The Mayor spoke to the Council on getting a contractor to price quote repairing the house on Murdock St. He stated that he had spoken with a contractor and the amount was between \$90,000 and \$100,000. He stated that the profit from the sale of the Shrine Club would be used toward this renovation if the Council chose to proceed. The Mayor stated that it was about to come up in court and asked the Council to determine if they want to tear down or rehab the house. The Mayor stated that the City should follow the ordinances if the citizens are being asked to do so.

VI. Birdsong Road Closure

The City Attorney stated that all parties, regarding the road closure, had been notified and that his recommendation was to proceed forward.

The Mayor spoke to the Council about the speed detector being broke down again. He presented some options to the Council on replacements and the type of replacements that could be purchased. He spoke on the information that could be pulled from the new devices. He asked the Council to consider purchasing two of these new devices and stated that it would take about eight weeks receive them. He stated that the purchase could be paid for out of the Cares Funds. Councilmember Jarrett asked Chief Caudill his opinion to which Chief Caudill stated that he like the data function and that he felt that would be extremely helpful

The Mayor asked the Council to approve Lane and Billy to attend the JM Woods auction to purchase possibly two pickup trucks not to exceed \$!00,000.

Travis Wimbush, Mayor



Blakely City Council Minutes

May 3, 2022, City Hall, 6:00 P.M.

I. Call To Order, Roll Call, Invocation, Pledge Of Allegiance

Let the record show that Mayor Travis Wimbush called the meeting to order. Mayor Travis Wimbush, Councilmember Ray Jarrett and Councilmember Margaret Davis were present. Not present was Councilmember Al Hutchins and Councilmember Brad Clenney. The City Attorney Tommy Coleman and the City Clerk Melinda Crook were also present. There was a moment of silence. Charlie Sol gave the invocation and led the Mayor, Council and public in the Pledge of Allegiance.

II. Mayor's Spotlight

The Mayor reminded the Council that February's Mayor spotlight was on Artigas Gregory and that he was unable to attend in February so he was being recognized at this meeting. The Mayor then stated that the March Mayor's spotlight was Peggy Robinson. He gave a brief history of Ms. Robinson's time at the City and stated that she recently had been promoted to Finance Director.

III. Approve Minutes

A motion was made by Davis and seconded by Jarrett to approve the Work Session and Regular Session April 5th minutes. The motion carried with Mayor Wimbush, Councilmember Davis and Councilmember Jarrett voting "YEAH"

The Mayor informed the Council that Ms. Gwen Houston had asked to be placed on the agenda to update the Mayor and Council on the senior citizen program being held at the senior center. He stated that it had been missed being added to the agenda and that a motion was needed to amend the agenda. A motion was made by Councilmember Davis and seconded by Councilmember Jarrett to amend the agenda adding Gwen Houston under Citizens and Delegations. The motion carried with Mayor Wimbush, Councilmember Davis and Councilmember Jarrett voting "YEAH"

IV. Citizens And Delegations

Latonya Townsend – Use Of City Property For Tent Revival

The Mayor stated that Ms. Townsend of the Restored House Cathedral has requested the use of the City lot on Liberty St. for a tent revival. He reminded the Council that the property has been used for this in the past. A motion was made by Councilmember Davis and seconded by Councilmember Jarrett to approve the use of the Liberty St property by Ms. Townsend for a tent revival. The motion carried with Mayor Wimbush, Councilmember Davis and Councilmember Jarrett voting "YEAH"



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Gwen Houston gave a six-month update on the senior center program. She informed the Mayor and Council that the hours are currently Tuesday's and Thursday's from 9:30 to 12:30. She spoke briefly on the demographics of the group. She stated that there are currently 8-12 seniors who participate with one being a man. She stated that she has found the main concern of the seniors is to not eat alone. She stated that they currently utilize the kitchen and/or someone provides lunch several times a month. She stated that they currently focus on games, music, exercise and fellowship. She spoke on goals for the seniors. She spoke on an AARP grant that was applied for to purchase exercise equipment. She stated that they have planted garden boxes to grow vegetables that they can cook with and provide any additional vegetables to the food bank that is sharing the space at the senior center and that they have planted flowers also. She asked that the Mayor and Council consider turning the old tennis court into pickleball courts. She stated that goals for 2022 are to get established on Facebook, open five days a week and increase attendance to 20. She then informed the Council that their budget needs would be around \$6,000 annually.

V. Administrative Committee

Will Caudill – Updates

Chief Will Caudill gave the April monthly report. He then informed the Mayor and Council that two cadets had graduated and immediately started another level of training. He informed the Mayor and Council that they currently have 16 sworn full time officers and 2 sworn part time officers. He updated the Mayor and Council on the Enterprise vehicle purchase stating that Ford had currently put everything on hold, not cancelled, at the present time and that he would continue to keep them updated.

Matt Hromalik - E911 Updates

Lequiesha Mincey gave the April monthly report. She stated that the total monthly calls were 4,195. She then informed the Mayor and Council that one employee had completed training.

Code Enforcement – Update On Properties Going To Court

Kenneth that court proceedings on properties was starting to move. He stated that three properties would be coming up on May 11th. He spoke of the conditions of these three properties. He informed the Mayor and Council that he had gotten some clean up estimates, if the court was to turn the properties over to the City to only bring up to code. He stated that one quote was \$18,000 and another was \$50,000 and that these quotes were for all three properties. He then stated that if the properties were turned over to the City to only bring up to code the clean up could be done in house for approximately \$7,500 to \$8,000. Kenneth stated that he would update the Mayor and Council after the court date. The Mayor asked the Council



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to look at the properties in question and consider how they would like to move forward if requested by the court to bring the properties up to code.

VI. City Attorney's Report

Verizon Water Tank Lease

The City Attorney, Tommy Coleman informed the Mayor and Council that most of what the City had requested changed in the agreement had been done. He stated that the agreement was for \$19,000 a year. He reminded the Mayor and Council that this was for Verizon to place an equipment on the City's water tower behind City Hall. He stated that this was a 20 year agreement to be renewed every 4-5 years and that with each renewal there was an 8% increase in income to the City. Mr. Coleman stated that the site agreement and survey had been approved by the City for the placement of the antenna and the building on the ground, so the last piece was the Verizon agreement. A motion was made by Councilmember Jarrett and seconded by Councilmember Davis to approve the Verizon agreement and authorizing the Mayor to executive/sign the agreement. The motion carried with Mayor Wimbush, Councilmember Jarrett and Councilmember Davis voting "YEAH"

Radio Tower Lease

The City Attorney, Tommy Coleman, stated that the agreement presented to the Mayor and Council had been drafted 10 years ago. He stated this agreement was between the City and the school board, which was not implemented but would be used as a format for a new agreement if the Mayor and Council so chose. Kenneth stated that currently the school system, Life Brite EMS, Early County EMA and Stewart County through E911. The Mayor stated that this will help with maintenance and improvements at the site. The Mayor then stated that Kenneth had stated possibly a \$500 a month charge per entity. Kenneth stated that the utility charge is \$1,300 a year, then there is liability insurance coverage and the need for a new building at the site. He then stated that the lights on the tower are not operating and the cost to repair those is \$4,550. He stated that regular maintenance on the tower is around \$4,000 per year. He then stated that there is already an agreement regarding the tower with rural fire. A motion was made by Councilmember Davis and seconded by Councilmember Jarrett to have the City Attorney move forward in drafting an agreement. The motion carried with Mayor Wimbush, Councilmember Davis and Councilmember Jarrett voting "YEAH"

The City Attorney, Tommy Coleman presented an Ordinance regarding the closing of Bay St. He informed the Mayor and Council that all parties had been notified. He then explained and read the ordinance constituting the 1st reading.

VII. City Clerk's Report



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The City Clerk presented the financial reports to the Mayor and Council and provided a powerpoint presentation of the financial for the public.

VIII. New Items Proposed By Mayor And City Council Proclamation Professional Municipal Clerks Week

The Mayor read a Proclamation for Municipal Clerks Week which is May 1st thru May 7th.

Zoom Subscription for GICH

A motion was made by Councilmember Davis and seconded by Councilmember Jarrett to approve the Zoom yearly subscription in the amount of \$149.00 to be used for the GICH project. The motion carried with Mayor Wimbush, Councilmember Davis and Councilmember Jarrett voting "YEAH"

GMA District Ballot

A motion was made by Councilmember Jarret and seconded by Councilmember Davis to approve the GMA District Ballot as initially present excluding the add-on from Albany. The motion carried with Mayor Wimbush, Councilmember Jarrett and Councilmember Davis voting "YEAH"

The Mayor congratulated the SGA girl's tennis team for being State Champions, the Early County boy's baseball team for making it to regional playoffs, the Early County boys tennis team for advancing to the final four in State, Victor Robinson for advancing to the final four of EA Madden Sports

The Mayor informed the Council of Administrative Professional Day stating that a picture had been placed in the paper and lunch was purchased. He also stated that the Electric Department received lunch for Lineman Appreciation Day.

The Mayor reminded everyone of May Day in Arlington and a May Day celebration in Blakely at Jeanette King Memorial Park, put on by citizens.

The Mayor informed the Council of an auction at JM Woods. He informed the Council that the current pickup used to pull the sewer jet was too small and if continued to be used for this could damage the truck. He asked the Council for approval to have Lane Davis and Billy Powell attend the JM Woods Auction to possibly purchase an F250 and two other pickup trucks, which would replace the oldest in the City fleet to be sold for surplus. He stated that the amount would not exceed \$100,000. A motion was made by Councilmember Davis and seconded by Councilmember Jarrett to approve going to the auction for the possible purchase of an F250 and



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two other pickup trucks not to exceed \$100,000. The motion carried with Mayor Wimbush, Councilmember Davis and Councilmember Jarrett voting "YEAH"

A motion was made by Councilmember Jarrett and seconded by Councilmember Davis to purchase three radar signs in the amount of \$9,673.80, as presented in the work session. The motion carried with Mayor Wimbush, Councilmember Jarrett and Councilmember Davis voting "YEAH"

A motion was made by Councilmember Davis and seconded by Councilmember Jarrett to approve getting bids to raising the ceiling and walls and installation of FR sheetrock inside the Civic Center. The motion carried with Mayor Wimbush, Councilmember Davis and Councilmember Jarrett voting "YEAH"

A motion was made by Councilmember Jarrett and seconded by Councilmember Davis to approve getting bids to build a 50x100 slab and municipal metal frame building for the departments at the City Barn Complex.

A motion was made by Councilmember Jarrett and seconded by Councilmember Davis to get bids on renovating the house on Murdock and bring to code for possible sale. The motion carried with Mayor Wimbush, Councilmember Jarrett and Councilmember Davis voting "YEAH"

IX. Public Comments

J.B. Jones came before the Mayor and Council stating that other work was being approved to be done and he wanted to question why work was not being done on E. South Blvd and drainage in this area. He thanked Billy Powell for doing some drainage work in this area.

Joseph Powell and Pastor Morris Barns from the Calvary SDA Church wanted to introduce themselves and speak to the Mayor and Council about wanting to help in the community. Pastor Barns spoke on his belief of engaging the community and way they may be able to assist with the mental health of the community. He spoke on some things they would like to do in the community

Celia Bostwick spoke about the Homer Reddick property next to the Chamber. The Mayor stated that the premises has been cleaned and that Mr. Reddick is trying to sell the property. He stated that the Council took no action to renovate this property. She spoke on loud vehicles around the square.



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The Mayor informed the Council that due to additional work on Angus Dr, in the water/sewer project, 12 areas were going to be cut into the road for new laterals. He stated that he felt this street would need to be added to the paving project due to these cuts.

X. **Adjournment**

A motion was made by Councilmember Davis and seconded by Councilmember Jarrett to adjourn the May 3, 2022 City Council Meeting. The motion carried with Mayor Wimbush, Councilmember Davis and Councilmember Jarrett voting "YEAH"

Travis Wimbush, Mayor



Blakely City Council Minutes

Special Called Meeting
May 24, 2022, City Hall, 6:00 P.M.

- I. Call To Order, Roll Call, Invocation, Pledge Of Allegiance
Let the record show that Mayor Travis Wimbush called the meeting to order. Mayor Travis Wimbush, Councilmember Margaret Davis, Councilmember Al Hutchins, Councilmember Ray Jarrett and Councilmember Brad Clenney were present. Also present was the City Clerk Melinda Crook. After a moment of silence, Councilmember Al Hutchins gave the invocation and led the Mayor, Council and Public in the Pledge of Allegiance.

A motion was made by Councilmember Clenney and seconded by Councilmember Ray Jarrett to amend the agenda to add Pay Notices to the agenda. The motion carried unanimously by Councilmembers present
- II. GP Agreement
Eric Groom gave a brief run down of the history of the GP agreement. He informed the Mayor and Council that the agreement was finally completed and GP would start getting gas, per the agreement June 1, 2022. He stated that there were three documents that needed to be signed, the Contract for Sales and Purchase, the General Terms and Conditions and the Guaranty. He explained that a guaranty of \$2,000,000 was being asked due to the amount of gas that GP was going to be purchasing and that this was just like a letter of credit so that the City was not on the hook if GP was to not pay. He stated that the documents had been reviewed by all attorney's. Councilmember Jarrett asked Eric to explain the Guaranty. Eric stated that this was just like a letter of credit due to amount of gas being sold to GP so that the City was not on the hook if for some reason GP was to not pay. The Mayor reminded the Council that Mayor Pro Tem Clenney would be signing the documents for the City so as to not have any conflict of interest if he was to sign. A motion was made by Councilmember Clenney and seconded by Councilmember Davis to approve the final GP agreement and authorizing Councilmember Clenney, as Mayor Pro Tem to sign/execute the documents. The motion carried unanimously by Councilmembers present
- III. CDBG Resolutions
The Mayor informed the Council that this CDBG project was the same one that was submitted in 2021 but because of some issues with the 2019 CDBG it was unable to be funded so it is being resubmitted. The Mayor also reminded the Council of the sewer pipe condition in the Cedar Springs area. He then informed the Council that because of the rising cost in materials the match amount for the City was now going to be \$570,621 and that this resolution was amended to reflect the increased match. A motion was made by Councilmember Davis and seconded by Councilmember Hutchins to approve the City's Match Resolution for \$570,621.



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IV. Pay Increases

A motion was made by Councilmember Clenney and seconded by Councilmember Jarrett to approve the 2 pay increases for the Police Department and 1 pay increase for the Landfill as presented. There was a brief discussion on the form to be used for pay increases. The motion carried unanimously by Councilmembers present

The Mayor presented to the Council the Special Election ballot for the ECG Board. He stated that he felt that someone from South Georgia and a city approximately out size should be on the board. A motion was made by Councilmember Hutchins and seconded by Councilmember Davis to approve Autron Hayes as the City of Blakely choice for the ECG Board. The motion carried unanimously by Councilmembers present

The Mayor asked the Council what they would like to do with the furniture that was being stored at the Civic Center. He informed the Council that no work could commence until the furniture was removed. He reminded the Council that the chairs had been donated by First State Bank and wanted the Council to decided if they wanted to sell the furniture or try to donate the furniture to a non-profit. The Council agreed to try to donate the furniture to a non-profit.

The Mayor informed the Council that the ad had gone out for bids on the Utility Complex. He stated that it was on the Georgia Procurement website and in the local newspaper and that bids would hopefully be ready for the June meeting.

The Mayor spoke on the house on Murdock St. He stated that he had one proposal for remodeling. He asked the Council to consider, for the June meeting, whether they would like to remodel the house or again try to sell the house as is.

The Mayor informed the Council that the radio tower agreements between the City and County and City and School Board, were ready for their review at the next meeting. He asked the Clerk to make sure that each Councilmember received a copy.

The Mayor informed the Council that the Fire Protection agreement between the City and County was being amended. He stated that the amendment would be to bill for the Fire Department actual expenditures on a monthly basis just like E-911 and Landfill with the reimbursement from the County being 20% of the actual Fire Department expenditures. He stated that this would keep everything uniform that is billed to the County. He stated that this should be presented at the June meeting.



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V. Adjourment

A motion was made by Councilmember Clenney and seconded by Councilmember Jarrett to adjourn the May 24th Special Called Meeting. The motion carried unanimously by Councilmembers present

Travis Wimbush, Mayor

AGREEMENT

THIS AGREEMENT executed on the _____ day of _____, 2022 by and between the City of Blakely, Georgia (“City”) and Early County School System. (“School System”).

WITNESSETH:

WHEREAS, Schools requests that the City grant permission for school system to install equipment known as a repeater at City’s Tower Site on 10710 Highway 27, Blakely, Georgia (herein after “Tower Site”); and

WHEREAS, the City finds that such installation will not be a detriment to the Tower Site, but will in fact serve the public interest; and

WHEREAS, the City is willing to allow such installation at the Tower Site under certain conditions and restrictions as stated below; and

WHEREAS, School System agrees to abide by those conditions and restrictions in exchange for the City allowing installation at the Tower Site.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the City and School System and the mutual covenants contained herein, the City and School System agree as follows:

1. The City grants to School System and School System agrees to be solely responsible for all costs involving installation and maintenance of:

CommScope DB408-B Omni, Dipole Antenna (17 lbs, 113” length) to be installed approximately 150’ off the ground tower; Motorola XPR8400 40W 450-470 MHz Repeater to be installed in building located at the base of the tower.

2. School System understands and agrees all plans and specifications for such installation shall be submitted and approved by the City. All such installation as well as any maintenance, and use of equipment shall be done pursuant to all the laws and regulations of the City, State of Georgia, and any other governmental unit or agency applicable thereto amended from time to time.
3. School System understands and agrees that all work done hereunder at the Tower Site shall be performed in a good and workman-like manner subject to the approval of the City and that the costs and expenses of the installation will be paid by School System.
4. School System understands and agrees that the City shall not be responsible for the repair or maintenance of the equipment.
5. School System agrees and understands that this Agreement shall not give rise to any right of ownership in the Tower Site to School System. The Tower Site shall continue to be a public property held by the City in trust for the general public.
6. School System agrees and understand that its equipment must not interfere with the operation of the Tower Site and must not cause any RF interference.
7. School System agrees to indemnify and hold the City, its officers, officials, employees and agents harmless against any and all third party claims, causes of action, liabilities or expenses, including judgments, costs and damages, and including any costs incurred by the City arising out of any damage to tangible property or personal injuries caused by School System or School System agents. This indemnity shall not extend to any negligence of City of City's agents.
8. Any notice, request, demand or other communication made in connection with this

Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered to the persons identified below in person, by courier service or by facsimile copy (with original copy mailed the same day in accordance with the provisions of this Paragraph), or five (5) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

- If to the City: City of Blakely
82 Court Square
P. O. Box 350
Blakely, GA 39823

- With a copy to: Tommy Coleman
DREW ECKL & FARNHAM, LLP
P. O. Box 607
Albany, GA 31702

- If to School System: Early County Board of Education
Attention: Superintendent
11927 Columbia Street
Blakely, GA 39823

- With copy to: Dan Murphy
MCLOCKLIN, MURPHY & DISHMAN, LLP
P. O. Box 766
Winder, GA 30680

9. The initial term of this Agreement shall be Ten (10) years commencing on the date that this Agreement is executed and terminating at midnight on the last day of the month in which the tenth annual anniversary of the Commencement Date shall have occurred.

- (a) School System shall have the right to extend this Agreement for two (2) additional ten (10) years terms (each a “Renewal Term”). Each renewal Term shall be in the same terms and conditions set forth herein unless the parties agree otherwise.

- (b) This Agreement shall automatically renew for each Renewal Term unless School System notifies the City of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the term or the renewal Term.
- (c) At any termination of this Agreement, School System shall remove any and all equipment at the Tower Site and restore the Tower Site consistent with City specifications.

10. School System shall carry and keep and maintain in force and effect throughout the term of this Agreement, a policy or policies of insurance, the limits of such policy or policies to be in the amount of not less than \$1,000,000.00 per occurrence in respect of injury to persons and in the amount of not less than \$2,000,000.00 per occurrence in respect of property damage and destruction in form and substance satisfactory to City, at School System's sole cost and expense, insuring both the City and School System against all claims, demands or actions arising out of or in connection with: (a) School System's maintenance and use of the Tower Site; and (b) School System's liability assumed under this Agreement. All such policies shall be procured from a company or companies approved to do business in Georgia. The City shall be named as an additional insured and furnished a copy of endorsements of the insurance policy prior to commencing any work under this Agreement. Not less than fifteen (15) days prior to the expiration date of any such policies, the renewals thereof (bearing notations evidencing the payment of renewal premiums) shall be delivered to City. Such policies shall further provide that not less than thirty (30) days written notice shall be given to City before such policy may be canceled or changed to reduce the insurance coverage provided thereby.

11. School System has examined and knows the condition of the Tower Site and

acknowledges that no representations as to the condition and repair thereof have been made by City, prior to or at the execution of this Agreement. City is not required to make any alterations to its Tower Site.

12. Limitation of Liability. NEITHER PARTY SHALL HAVE ANY RESPONSIBILITY, LIABILITY OR OBLIGATION TO THE OTHER OR THE OTHER'S AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR PERMITTED ASSIGNS FOR ANY SPECIAL, INCIDENTAL CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COST OF REPLACEMENT SERVICES, LOSS OF CUSTOMERS OR AGENTS, LOSS OF USE, OR PENALTIES IMPOSED BY OTHERS, REGARDLESS OF ANY ACT OF OMISSION OR COMMISSION IN CONNECTION WITH OR UNDER THIS AGREEMENT.

13. Annual Fees. School System shall pay a fee in the amount of \$500.00 per year for each year or part thereof this Agreement is in effect. The fee for the initial annual period shall be paid to the City at the time of execution of this agreement. The annual fee shall be due by the thirtieth (30) day of each subsequent annual period. Each year, the annual fee shall be increased

by the greater of either four percent (4%) or the increase to the Consumer Price Index over the prior twelve (12) month period. As used herein, the term "Consumer Price Index" is the Consumer Price Index published by the United States Department of Labor - Bureau of Labor Statistics All Urban Consumers (CPI-U), 1982-1984 +100. If the Consumer Price Index ceases to incorporate a significant number of items now incorporated therein, or if a substantial change is made in the method of establishing the Consumer Price Index, then the parties agree to replace

the Consumer Price Index with a reasonable substitute.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

ATTEST:

CITY OF BLAKELY, GEORGIA

City Clerk

By: _____

Title: _____

WITNESS

EARLY COUNTY SCHOOL SYSTEM

By: _____

Title: Superintendent

AGREEMENT

THIS AGREEMENT executed on the _____ day of _____, 2022
by and between the City of Blakely, Georgia (“City”) and Early County Acting By and
Through The Board of Commissioners (“County”).

WITNESSETH:

WHEREAS, Early County has installed certain equipment known as a repeater at
City’s Tower Site on 10710 Highway 27, Blakely, Georgia (herein after “Tower Site”)
for the use by the EMS and EMA departments of the County; and

WHEREAS, the City finds that such installation will not be a detriment to the
Tower Site, but will in fact serve the public interest; and

WHEREAS, the City is willing to allow such installation at the Tower Site under
certain conditions and restrictions as stated below; and

WHEREAS, County agrees to abide by those conditions and restrictions in
exchange for the City allowing installation at the Tower Site.

NOW, THEREFORE, for good and valuable consideration, the receipt and
sufficiency of which is hereby acknowledged by the City and County and the mutual
covenants contained herein, the City and County agree as follows:

1. The City grants to County and County agrees to be solely responsible for all costs
involving installation and maintenance of:

2. County understands and agrees all plans and specifications for such installation shall be submitted and approved by the City. All such installation as well as any maintenance, and use of equipment shall be done pursuant to all the laws and regulations of the City, State of Georgia, and any other governmental unit or agency applicable thereto amended from time to time.
3. County understands and agrees that all work done hereunder at the Tower Site shall be performed in a good and workman-like manner subject to the approval of the City and that the costs and expenses of the installation will be paid by County.
4. County understands and agrees that the City shall not be responsible for the repair or maintenance of the equipment.
5. County agrees and understands that this Agreement shall not give rise to any right of ownership in the Tower Site to County. The Tower Site shall continue to be a public property held by the City in trust for the general public.
6. County agrees and understand that its equipment must not interfere with the operation of the Tower Site and must not cause any RF interference.
7. County agrees to indemnify and hold the City, its officers, officials, employees and agents harmless against any and all third party claims, causes of action, liabilities or expenses, including judgments, costs and damages, and including any costs incurred by the City arising out of any damage to tangible property or personal injuries caused by County or County agents. This indemnity shall not extend to any negligence of City of
City's agents.

8. Any notice, request, demand or other communication made in connection with this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered to the persons identified below in person, by courier service or by facsimile copy (with original copy mailed the same day in accordance with the provisions of this Paragraph), or five (5) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City: City of Blakely
82 Court Square
P. O. Box 350
Blakely, GA 39823

With a copy to: Tommy Coleman
DREW ECKL & FARNHAM, LLP
P. O. Box 607
Albany, GA 31702

If to County: Early County Board of Commissioners
Attention: County Administrator
204 Court Square
Blakely, GA 39823

With copy to: Williams H. Mills
P. O. Box 565
Blakely, GA 39823

9. The initial term of this Agreement shall be Ten (10) years commencing on the date that this Agreement is executed and terminating at midnight on the last day of the month in which the tenth annual anniversary of the Commencement Date shall have occurred.

(a) County shall have the right to extend this Agreement for two (2) additional ten (10) years terms (each a "Renewal Term"). Each renewal Term shall

be in the same terms and conditions set forth herein unless the parties agree otherwise.

- (b) This Agreement shall automatically renew for each Renewal Term unless County notifies the City of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the term or the renewal Term.
- (c) At any termination of this Agreement, County shall remove any and all equipment at the Tower Site and restore the Tower Site consistent with City specifications.

10. County shall carry and keep and maintain in force and effect throughout the term of this Agreement, a policy or policies of insurance, the limits of such policy or policies to be in the amount of not less than \$1,000,000.00 per occurrence in respect of injury to persons and in the amount of not less than \$2,000,000.00 per occurrence in respect of property damage and destruction in form and substance satisfactory to City, at County's sole cost and expense, insuring both the City and County against all claims, demands or actions arising out of or in connection with: (a) County's maintenance and use of the Tower Site; and (b) County's liability assumed under this Agreement. All such policies shall be procured from a company or companies approved to do business in Georgia.

The City shall be named as an additional insured and furnished a copy of endorsements of the insurance policy prior to commencing any work under this Agreement. Not less than fifteen (15) days prior to the expiration date of any such

policies, the renewals thereof (bearing notations evidencing the payment of renewal premiums) shall be delivered to City. Such policies shall further provide that not less than thirty (30) days written notice shall be given to City before such policy may be canceled or changed to reduce the insurance coverage provided thereby.

11. County has examined and knows the condition of the Tower Site and acknowledges that no representations as to the condition and repair thereof have been made by City, prior to or at the execution of this Agreement. City is not required to make any alterations to its Tower Site.

12. Limitation of Liability. NEITHER PARTY SHALL HAVE ANY RESPONSIBILITY, LIABILITY OR OBLIGATION TO THE OTHER OR THE OTHER'S AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR PERMITTED ASSIGNS FOR ANY SPECIAL, INCIDENTAL CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COST OF REPLACEMENT SERVICES, LOSS OF CUSTOMERS OR AGENTS, LOSS OF USE, OR PENALTIES IMPOSED BY OTHERS, REGARDLESS OF ANY ACT OF OMISSION OR COMMISSION IN CONNECTION WITH OR UNDER THIS AGREEMENT.

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shall be increased by the greater of either four percent (4%) or the increase to the Consumer Price Index over the prior twelve (12) month period. As used herein, the term

“Consumer Price Index” is the Consumer Price Index published by the United States Department of Labor - Bureau of Labor Statistics All Urban Consumers (CPI-U), 1982-1984 +100. If the Consumer Price Index ceases to incorporate a significant number of items now incorporated therein, or if a substantial change is made in the method of establishing the Consumer Price Index, then the parties agree to replace the Consumer Price Index with a reasonable substitute.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

ATTEST:

CITY OF BLAKELY, GEORGIA

City Clerk

By: _____

Title: _____

WITNESS

EARLY COUNTY BOARD OF COMMISSIONERS

By: _____

Title: _____

ELDER ABUSE AWARENESS MONTH

Whereas: The City of Blakely's seniors are valued members of society, convey a wealth of experience and wisdom in our community and deserve to live with dignity and respect. It is our collective responsibility to ensure they live safely and fully in a community that cares about them.

Whereas: Victims of elder abuse are parents, grandparents, neighbours, and friends. Elder abuse is not limited by race, gender, culture, and circumstance, and whether physical, emotional, or financial, elder abuse takes an unacceptable toll on individuals and families.

Whereas: Seniors who experience abuse or neglect face a heightened risk of health-related complications. Financial abuse can rob our seniors of the security they have built over a lifetime. Tragically, many older adults suffer in silence, burdened by fear, shame, or impairments that prevent them from speaking out about abuse.

Whereas: Combating abuse of older adults will help improve the quality of life for all seniors in our community and allow seniors to continue to live as independently as possible and contribute to the life and vibrancy of Blakely.

Whereas: Blakely's seniors are guaranteed that they will be treated with respect and dignity to enable them to continue to serve as leaders, mentors, volunteers, and important and active members of this community.

Whereas: The well-being of Blakely's seniors is in the interest of all and further adds to the well-being of our community.

Therefore: I, Travis Wimbush, Mayor of the City of Blakely, do hereby proclaim June 2022 as Elder Abuse Awareness Month and encourage all residents to recognize and celebrate the accomplishments of our senior citizens.

Hereby proclaimed this 7th day of June, 2022.

Travis Wimbush, Mayor