

**MINUTES**  
**WAYCROSS CITY COMMISSION MEETING**  
**TUESDAY, MARCH 19, 2013**  
**7:00 P.M.**

The regular meeting of the Commission of the City of Waycross was held in the Commission Chambers of City Hall on Tuesday, March 19, 2013. The meeting was called to order by Mayor Clarence E. Billups at 7:00 p.m. with Mayor Pro Tem William Simmons, Commissioners Norman Davis, Marian Solomon-Gaines, Alvin Nelson and Diane Hopkins.

The invocation was given by Pastor William Hill, United House of Prayer followed by the Pledge of Allegiance.

Avis Staten, Human Resources, introduced the local winners of the Georgia Municipal Association (GMA) "If I Were Mayor" Contest. Miss Annabeth Hatfield attends Waycross Middle School where Jessica Cox is her Teacher and Davis Hitt is the Principal. Joshua Harris is a student at Ware County Middle School where Crystal Carlson is his Teacher and Dr. Darlene Tanner is the Principal. Each student read their essay to the Commission and the television audience. All essays submitted have been sent to Georgia Municipal Association in Atlanta for judging.

Deron W. King, City Manager, presented the City Manager's Report. Mr. King congratulated Chief Tony Tanner for a successful Jim Blackburn Senior Safety Day. Mr. King commended each person involved and thanked them for participating.

Mr. King reminded the Commissioners about CSX's Tracts for Trees program. CSX has agreed to plant one (1) tree for each mile of track located within each City. The location must be one contiguous location and an area adjacent to the Walking Trail was selected to receive the trees. Planting will begin on the morning of Saturday, March 23, 2013 at the closed crossing at Alice Street extending to the intersection of Brunswick Ave. & I St. This location parallels the former CSX rail line donated to the City of Waycross. CSX has pledged a volunteer force of 40 - 60 CSX employees in addition to 20 + support staff. This project will be funded entirely by CSX including \$9,000 for purchasing 100 oak trees approximately 8' in height to be placed along the designated site. In addition CSX will supply all tools, vests, gloves, shovels, bathrooms, breakfast, lunch, and any additional items needed. The City agreed to furnish mulch from Bring One for the Chipper and to keep the plants watered and fertilized. Mr. Wilton Deloach, Public Works Director reported that Tracts for Trees would go on Saturday, rain or shine. Because of the extensive pre-planning, it would be impossible to reschedule.

In the Mayor's Report, Mayor Clarence Billups thanked Chief Tony Tanner for the great job on the annual Jim Blackburn Senior Safety Day. Mayor Billups thanked all of the City employees who were involved and helped to make Senior Safety Day a success.

Mayor Billups also commended Chief Tony Tanner and Chief David Eddins on their competitive spirit. The two chiefs have a friendly rivalry going on between the Fire Department and the Police Department.

Mayor Billups also thanked Wendy Taylor for the 25 Arbor Day Trees donated to the City.

There were no public remarks on official action.

Mayor Clarence Billups presented the Consent Calendar as read by City Clerk, Julie Dinkins, for consideration of official action as follows:

Approval of Minutes: Waycross City Commission Planning & Information Session Monday, March 4, 2013, Executive Session, Monday, March 4, 2013; and Waycross City Commission Meeting, Tuesday, March 5, 2013.

There were no consent resolutions, ordinance second readings or privilege license renewals.

Commissioner Norman Davis made the motion to approve the Consent Calendar as presented. Commissioner Alvin Nelson seconded the motion; all Commissioners voted favorably and the motion carried with a 5-0 vote.

A Resolution of the City of Waycross, Georgia to Approve a Standard Utility Agreement Contract Item Agreement between Georgia Department of Transportation and the City of Waycross for the widening of Hatcher Point Mall Road was presented for approval:

**STANDARD UTILITY AGREEMENT  
CONTRACT ITEM AGREEMENT**

**RESOLUTION NO. 13-18**

**STATE OF GEORGIA  
CITY OF WAYCROSS**

**BE IT RESOLVED** by the Mayor of the City of Waycross and the City Commission it is hereby resolved, that the foregoing attached Agreement, relative to project CSSTP-0007-00(664), P.I. No. 0007664 to widen and reconstruct County Road 392/Hatcher Point Mall Road from State Route 4/US 1 to State Route 520/US 82 in Ware County, and that Mr. Clarence E. Billups as Mayor and Julie C. Dinkins, as City Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said Mayor and the City Commission.

Passed and adopted this the 19<sup>TH</sup> day of March, 2013.

ATTEST:

Julie C. Dinkins  
CITY CLERK

BY: Clarence E. Billups  
MAYOR

**STATE OF GEORGIA,  
CITY OF WAYCROSS**

I, Julie C. Dinkins, as City Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Mayor and the Commission of the CITY OF WAYCROSS

WITNESS my hand and official signature, this the 19<sup>th</sup> day of March, 2013.

BY: Julie C. Dinkins  
CITY CLERK

STANDARD UTILITY AGREEMENT  
CONTRACT ITEM AGREEMENT

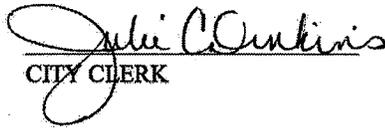
RESOLUTION NO. 13-18

STATE OF GEORGIA  
CITY OF WAYCROSS

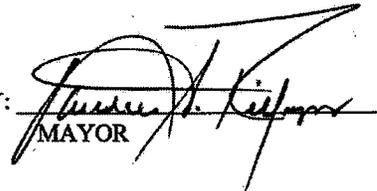
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Passed and adopted this the 19<sup>TH</sup> day of March, 2013.

ATTEST:

  
CITY CLERK

BY:

  
MAYOR

STATE OF GEORGIA,  
CITY OF WAYCROSS

I, Julie C. Dinkins, as City Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Mayor and the Commission of the CITY OF WAYCROSS

WITNESS my hand and official signature, this the 19<sup>th</sup> day of March, 2013.

BY:

  
CITY CLERK

Account No. – Class: 733005 – 309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT  
GDOT Contract ID No.: CS00UUTL130532  
CONTRACT ITEM AGREEMENT

Georgia Project No.: CSSTP-0007-00(664), Ware County  
G.D.O.T. P.I. No.: 0007664

THIS AGREEMENT, made this March 19, 2013, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and City of Waycross, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to widen and reconstruct County Road 392/Hatcher Point Mall Road from State Route 4/US 1 to State Route 520/US 82 in Ware County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of water distribution and sanitary sewer facilities in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S water distribution and sanitary sewer facilities, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the plans for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

STANDARD UTILITY AGREEMENT  
CONTRACT ITEM AGREEMENT

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans attached hereto. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate is **\$112,878.00** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **\$0.00** or **0.00%** and the LOCAL AGENCY shall bear **\$112,878.00** or **100.00%**.

**STANDARD UTILITY AGREEMENT  
CONTRACT ITEM AGREEMENT**

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

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

12. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

STANDARD UTILITY AGREEMENT  
CONTRACT ITEM AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

WITNESS AS TO SECOND PARTY:

CITY OF WAYCROSS

BY: Sharon Redford  
WITNESS

BY: [Signature]  
MAYOR

BY: [Signature]  
NOTARY PUBLIC  
My Commission Expires July 12, 2018

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 19 DAY

OF March, 2013  
Dawn M. Strickland

Notary Public, Pierce County, Georgia  
My commission expires Sept. 26, 2014

Signed on behalf of City of Waycross pursuant to resolution  
dated March 19, 2013

\*\*\*\*\*  
FEIN 58-6000796  
\*\*\*\*\*

BY: [Signature]  
CITY CLERK  
(OFFICIAL SEAL)

RECOMMENDED:  
  
BY: \_\_\_\_\_  
STATE UTILITIES ENGINEER

ACCEPTED:  
  
DEPARTMENT OF TRANSPORTATION  
  
BY: \_\_\_\_\_  
COMMISSIONER

PROJECT NO.: CSSTP-0007-00(664)  
COUNTY: Ware  
G.D.O.T. P.I. NO.: 0007664  
DATE: March 13, 2013 PA

WITNESS AS TO THE DEPARTMENT:  
Signed, sealed and delivered this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: \_\_\_\_\_  
TREASURER  
OFFICIAL CUSTODIAN OF THE SEAL



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contract No. and Name: WATER DISTRIBUTION & SANITARY SEWER FACILITIES

CSSTP-0007-00(664), WARE COUNTY

Name of Contracting Entity: CITY OF WAYCROSS

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

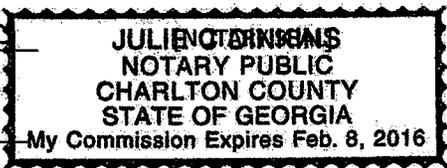
City # 228812  
EEV / E-Verify™ User Identification Number  
[Signature]  
BY: Authorized Officer or Agent  
(Name of Person or Entity)

07/09/2009  
Date of Authorization  
3-19-13  
Date

Mayor  
Title of Authorized Officer or Agent  
Clarence E Billups  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
19 DAY OF March, 2013

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_



\* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Commissioner Marion Solomon-Gaines made the motion to approve the contract for the widening of Hatcher Point Mall Road with Georgia Department of Transportation. Commissioner Norman Davis seconded the motion; all voted in favor and the motion carried.

A Resolution of the City of Waycross, Georgia to Approve a Programming Rate Decrease for Channel 42 was presented:

**RESOLUTION NO . 13-17**

**A RESOLUTION OF THE CITY OF WAYCROSS, GEORGIA  
TO APPROVE CHANNEL 42 PROGRAMMING RATE DECREASE;  
AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Waycross adopted a Resolution on July 1, 2012 setting forth a new rate schedule for all Channel 42 Programming, including a graduated rate schedule for Church Services being aired on Sundays; and

**WHEREAS**, according to said rate schedule the next fee increase was scheduled to take place on July 1, 2013, in the amount of \$55.00 per time slot per week, up from \$45.00 that was implemented in January, 2013; and

**WHEREAS**, the Commission of the City of Waycross adopted a Resolution on February 19, 2013 to freeze rates at the current level of \$45.00 per time slot per week until July 1, 2014, at which time rates would again be increased to the next level; and

**WHEREAS**, the Commission of the City of Waycross now desires to decrease the Church subscriber rates from \$45.00 to \$35.00, due to some churches not being able to continue their subscriptions at the current rate of \$45.00, and due to the availability of alternative broadcasting services in the Waycross area; and

**WHEREAS**, the Commission of the City of Waycross is fully committed to providing the best, most efficient and economical public broadcasting services in the Waycross area, including adding another hourly time slot for Church subscribers at no additional costs; and

**WHEREAS**, said matter having been considered.

**NOW, THEREFORE, BE IT RESOLVED** by the Commission of the City of Waycross that the City of Waycross hereby approves a decrease in Channel 42 Programming Rates for Church subscribers from the current level of \$45.00 per time slot per week, to \$35.00 per time slot per week, and will include an additional hour time slot at no additional costs.

**BE IT FURTHER RESOLVED THAT** all other provisions of the Contracts developed for and entered into between the City of Waycross and Church subscribers for broadcast services shall remain in full force and effect, except as modified by this Resolution.

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk be and are hereby authorized to execute this Resolution for the purposes stated herein, and to do all the acts and things necessary to give effect to this Resolution.

**SO RESOLVED**, this 19<sup>th</sup> day of March, 2013.

**CITY OF WAYCROSS, GEORGIA**  
**CLARENCE E BILLUPS, Mayor**

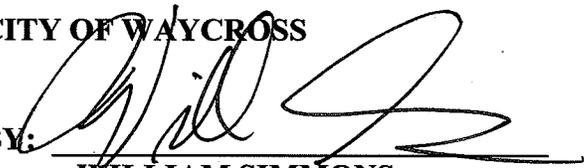
**ATTEST:**  
**JULIE C. DINKINS, City Clerk**

Commissioner Norman Davis made the motion to approve the Resolution of the City of Waycross, Georgia to Approving a Channel 42 Programming Rate Decrease as presented. The motion was seconded by Commissioner Marian Solomon-Gaines. All Commissioners voted yes and the motion carried.

Following closing remarks, Commissioner Norman Davis made the motion to adjourn the meeting; seconded by Commissioner Marian Solomon-Gaines, all voted in favor and Mayor Billups adjourned the meeting.

**CITY OF WAYCROSS**

**BY:**

  
**WILLIAM SIMMONS**

Mayor Pro Tem

**ATTEST:**

  
**JULIE C. DINKINS, CITY CLERK**