



CITY OF CAMILLA
AGENDA – COUNCIL MEETING
LIVE BROADCAST - CITY OF CAMILLA'S
FACEBOOK PAGE
MONDAY, APRIL 10, 2023 ~ 6:00 P.M.



1. Call to Order; Roll Call
2. Opening Prayer and Pledge
3. Approval of Agenda
4. Approval of Minutes: March 13, 2023
5. Speaker Appearances
6. Public Hearing – Rezoning Request: Wing Spars LLC
7. Action Items:
 - a. Proclamation – Child Abuse Prevention Month – April 2023
 - b. Resolution No. 2023-04-10-1 – Georgia Cities Week (April 23-29, 2023)
 - c. Ordinance No. 2023-04-10-2 – Marijuana Possession (less than an ounce)
- Second Reading and Adoption
 - d. Community Development Block Grant Consultant Selections:
 - Administrative – Associates in Local Government Assistance, Inc.
 - Engineering – Hoftstader & Associates
 - e. Ordinance No. 2023-04-10-1 – Wing Spars LLC Rezoning Request
 - f. Graybar Financial Services – Lease Agreement for Airport Phone Service
 - g. Georgia B. Williams Home – ARPA Allocation
 - h. SCORES Bar and Lounge – Patio Addition
 - i. Airport Revenue – Drone Technology
 - j. Downtown Electric Vehicle Charging Stations
 - k. Fuel Farm Replacement and Relocation Design Project – Camilla-Mitchell County Airport
 - l. Pay Plan and Classification Modifications
 - m. Financial Reconciliation Consultant
8. City Manager's Report
9. Mayor's Announcements
10. Adjourn

**MINUTES – REGULAR MEETING
CITY OF CAMILLA, GEORGIA
MARCH 13, 2023**

The regular meeting of the Mayor and City Council of the City of Camilla was called to order at 6:00 p.m. on Monday, March 13, 2023 by Mayor Owens.

Present at roll call: Councilman Burley, Councilmember Tucker, Councilman Morgan, Councilman Collins, Councilman Pollard, and Councilman Palmer.

City Manager Stroud, City Attorney Denmark, and Clerk Ford were also present.

OPENING PRAYER AND PLEDGE

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

CITIZENS AND GUESTS

Sign-in Sheet Attached.

APPROVAL OF AGENDA

A motion was made by Councilmember Tucker to approve the March 13, 2023 agenda. The motion was seconded by Councilman Pollard and passed by a unanimous vote.

APPROVAL OF MINUTES

Mayor Owens asked for a motion to approve the minutes from Called Meetings – September 6, 2022; September 28, 2022; December 5, 2022; December 20, 2022; January 3, 2023; January 12, 2023; and February 6, 2023 along with the Regular Meetings of January 9, 2023 and February 13, 2023. A motion was made by Councilman Pollard and seconded by Councilman Burley. The motion passed by a unanimous vote.

SPEAKER APPEARANCES

Steve Edwards (Waste Management), Martha Bateman, Corey Stubbs, Susan Rackley, Harrison Edwards, Melanie Kemp, and Julie Tucker.

ACTION ITEMS

DEFENSE AND INDEMNITY ORDINANCE NO. 2023-03-13-1 – SECOND READING AND ADOPTION

The Mayor and Council conducted the first reading of a Defense and Indemnity Ordinance on February 13, 2023. The ordinance provides defense of officers and employees and payment of claims and judgments to provide indemnification for city officials; to provide severability; to provide penalties; to provide for repeal of conflicting ordinances; to provide an adoption and effective date; and to provide for other lawful purposes. The second reading of Ordinance No. 2023-03-13-1 is being conducted tonight and Council recommends adoption of the ordinance and authorizes the Mayor to sign. A motion was made by Councilman Pollard and seconded by Councilman Burley. After discussion and comments regarding the Ordinance, voting in favor of

DEFENSE AND INDEMNITY ORDINANCE NO. 2023-03-13-1 – SECOND READING AND ADOPTION (cont.)

the motion via a roll call vote: Councilmen Pollard, Morgan, and Burley. Voting in opposition: Councilmember Tucker and Councilmen Collins and Palmer. The Mayor voted yes and the motion to adopt Ordinance No. 2023-03-13-1 and authorize the Mayor to sign passed by a 4-3 vote.

ONE-DAY ALCOHOL PERMIT FOR MARCH 18, 2023 – FLINT RIVER ARTS COUNCIL

Flint River Arts Council has requested a one-day permit for the sale of alcoholic beverages at their fund raising event on March 18, 2023. The event, Tall Tales II, will be held from 6:00 p.m. to 9:00 p.m. at 25 West Broad Street. The Council recommends approval of the one-day permit for alcoholic beverage sales as requested. A motion was made by Councilmember Tucker and seconded by Councilman Palmer. The motion passed by a unanimous vote.

AARTH FOOD MART – 92 & 94 W. BROAD STREET – OFF-PREMISES BEER LICENSE

Narayana R. Beeram has applied for a new beer license for the sale of beer off-premises at 92 and 94 West Broad Street. Chief Hendricks performed required background checks and approved the application. The Council recommends approval to issue Mr. Beeram a beer license for the sale of beer off-premises as requested. A motion was made by Councilman Palmer and seconded by Councilman Morgan to approve the off-premises beer license as requested. The motion passed by a unanimous vote.

YOUTH ADVISORY COUNCIL BY-LAWS

The Mayor and Council reviewed the By-Laws presented by and governing the City of Camilla Youth Council. The purpose of the Youth Council is to acquire greater knowledge and appreciation for the political system through active participation in local government; learn how local municipal government works and how municipal services are provided; provide a means by which the City's youth can be heard and share their perspective on issues affecting young people's lives in social, educational, recreational, cultural, and law enforcement areas; assist the Mayor, City Council, and City staff in policy and decision-making, problem-solving, and accomplishing community goals; and provide leadership development and experience that will enable the youth to become productive citizens and leaders in the city of Camilla. The Council recommends approval of the City of Camilla Youth Council By-Laws as presented. A motion was made by Councilman Burley and seconded by Councilman Morgan to approve the Youth Council By-Laws. Councilmember Tucker stated she appreciated the Youth Council Mayor Jeremiah Florence for being present and representing the City so well. Harrison Edwards advocated on behalf of the By-Laws and has been appointed as an ambassador to the Youth Council and appreciates the Youth Council extending that to a well deserving young man. She asked if at some point in time the Mayor could come back to the Council with the Paragraph 3 Core Values and Goals when established. Mayor Owens commented at the last meeting of the Youth Council meeting he made a suggestion to the Youth Council based off feedback related to the original design. They have some students that live in Camilla but go to school somewhere

YOUTH ADVISORY COUNCIL BY-LAWS (cont.)

else. The Youth Council, as a body, was gracious enough to hear his recommendation as it relates to those students that live in the city but go to school somewhere else and incorporate them inside the Youth Council initiative. The recommendation was to create in their by-laws for those students to act as ambassadors. After additional comments, the motion passed by a unanimous vote.

DINER EN BLANC PARTNERSHIP

The Mayor and Council discussed a public-private partnership opportunity for economic development in the City by supporting the Diner en Blanc event hosted by the Mitchell-Baker High School Class of 1999. The inaugural event was held October 1, 2022 in Camilla and the expected attendance at this year's event is two hundred guests. The Council recommends use of MEAG Economic Development funds to financially support the event up to \$10,000 (ten thousand dollars). A motion was made by Councilman Pollard and seconded by Councilman Morgan. After discussion and comments amongst the Mayor and Council, a substitute motion was made by Councilmember Tucker for the City to support the Class of 1999 in a community-wide event that is anticipated to bring economic development dollars into our community and funds from City support, along with funds they raise, would benefit their scholarship account. She commented she is attempting to clarify from the \$10,000 to be received they are going to use \$3,000 for promotion (TV ads, marketing, direct mail) and earmark \$7,000 for scholarships. It is something she can support because she can let the citizens whose dollars have gone to fund this what the money is being spent for. When economic development is said, they are having an event at a time when nothing is open downtown except two restaurants on Saturday nights. She believes what they are doing has good intentions and heart and the type of event she wished she would have been invited to. She wants to have a discussion so it can include all of the community. Councilmember Tucker restated her substitute motion: to support the Mitchell-Baker High School Class of '99 in their event to be held September 30, 2023 for up to \$10,000 in funds to be used for scholarships and to host the event and that accountability to be provided to the City. Councilman Palmer seconded the motion, provided it was in writing. Councilmember Tucker amended the motion to add documentation is to be in writing. Voting in favor of the substitute motion via roll call: Councilmember Tucker and Councilmen Palmer and Collins. Voting in opposition: Councilmen Burley, Morgan, and Pollard. Mayor Owens voted no and the motion failed. Voting in favor of the main motion to support, partner with, and sponsor the Diner en Blanc event for the Mitchell-Baker Class of 1999 up to \$10,000 via roll call vote: Councilmen Burley, Morgan, and Pollard. Voting in opposition of the motion: Councilmember Tucker and Councilmen Collins and Palmer. Mayor Owens voted yes and the motion passed by a 4-3 vote to financially support up to \$10,000 the 2023 Diner en Blanc event from MEAG Economic Development Funds.

AAU BASKETBALL PARTNERSHIP

The Mayor and Council discussed a public-private partnership opportunity with the Amateur Athletic Union (AAU) of the United States, Inc. and its' affiliated organization, *South Georgia Tarheels*. The organization bridges the gap of a cut-off age of 14 for basketball with the Mitchell County Recreation Department. Team members with the AAU *South Georgia Tarheels* are be-

AAU BASKETBALL PARTNERSHIP (cont.)

tween the ages of 15 to 17 with 75% from Mitchell County. The Council recommends approval to financially support the *South Georgia Tarheels* up to \$10,000 (ten thousand dollars) to facilitate travel and bring recognition to Camilla. Funding source: MEAG Economic Development Fund. A motion was made by Councilman Morgan and seconded by Councilman Pollard. Voting in favor of the motion via a roll call vote: Councilmen Burley, Morgan, Collins, and Pollard. Voting in opposition: Councilmember Tucker and Councilman Palmer. The motion passed by a 4-2 vote.

THE DEPOT – RENTAL FEE SCHEDULE AND RENTAL APPLICATION

The transition of managing rentals at The Depot from the Chamber of Commerce to the City of Camilla was presented at the March 6, 2023 work session. Implementation of the workflow, the application process, and the rental rate structure was reviewed and discussed. The Council recommends approval of the rental rate schedule and contingent upon the city attorney's approval, the rental application form. A motion was made by Councilman Burley and seconded by Councilman Morgan to approve the rental fee schedule for The Depot and rental application form (contingent upon city attorney's approval). Councilmember Tucker commented under Events Scheduling of the application on page 1 to add a check box to document the applicant has the appropriate permit to serve alcohol. The motion passed by a unanimous vote.

SCORES SPORTS BAR AND LOUNGE – RESOLUTION NO. 2023-03-13-2

City Manager Stroud read for the record the Resolution which officially names the City's newly purchased restaurant "SCORES SPORTS BAR AND LOUNGE", to designate a logo, and for other purposes. A motion was made by Councilman Pollard and seconded by Councilman Morgan to approve the Resolution. After comments by the Mayor and Council, the following votes were recorded via a roll call vote in favor of the motion: Councilmen Burley, Morgan, and Pollard. Voting in opposition of the motion: Councilmember Tucker and Councilmen Collins and Palmer. The Mayor voted yes and motion passed by a 4-3 vote.

SEPA DESIGNATION

The Mayor and Council discussed information received from MEAG (Municipal Electric Authority of Georgia) Power for the City's Southeastern Power Administration (SEPA) allocation. SEPA is offering participants renewable energy credits for energy used on a quarterly basis beginning the first quarter of 2023. The Council recommends designating MEAG Power as the City's agent to manage the credits for the City. A motion was made by Councilmember Tucker, seconded by Councilman Pollard, and passed by a unanimous vote to designate MEAG Power as the City's agent.

FORMULYTICS SOFTWARE PURCHASE

The Mayor and Council discussed Formulytics with Police Chief Hendricks and Drug Commander Hall. The software is recommended by Police Department staff to assist in their efforts to reduce crime in the community by linking critical intelligence in real time across jurisdictional boundaries. Agencies included in the implementation and use of the software include:

FORMULYTICS SOFTWARE PURCHASE (cont.)

- *Camilla Police Department* [Mitchell County Sheriff's Department, Pelham Police Department, and Sale City Police Department]
- *Decatur County Sheriff's Office* [Bainbridge Public Safety, Decatur County School Resource, Attapulcus Police Department, District Attorney]
- *Grady County Sheriff's Office* [Cairo Police Department, Grady County School Resource, Whigham Police Department]
- *Baker County Sheriff's Office* [Newton Police Department and Baker County School Resource]
- *Calhoun County Sheriff's Office* [Arlington Police Department, Leary Police Department, and Edison Police Department]

GEMA is offering a grant program that will reimburse the City of Camilla the \$100,000 purchase price. Council recommends approval to purchase Formulytics with front-end funding from the MEAG Economic Development Fund and authorizes the Mayor to sign contract documents. A motion was made by Councilman Burley and seconded by Councilmember Tucker to approve the purchase. After discussion, voting in favor of purchasing Formulytics using MEAG Economic Development Funds for payment via a roll call vote: Councilmember Tucker and Councilmen Burley, Morgan, Collins, Pollard, and Palmer. The motion passed by a unanimous vote.

CIVILITY RESOLUTION NO. 2023-03-13-1

The Mayor and Council discussed a resolution pledging to practice and promote civility in the City of Camilla. The resolution addresses civility within the governing body and City Manager Stroud read the resolution into the record. Council recommends approval of Resolution No. 2023-03-13-1 and authorizes the Mayor to sign. A motion was made by Councilmember Tucker and seconded by Councilman Collins to approve the resolution. Councilman Morgan offered a substitute motion to explore diversity, equity and inclusion training prior to engaging and considering a civility resolution. The motion was seconded by Councilman Burley. Councilmember Tucker commented she brought the resolution forward and did not make any changes. She does not have a problem with training and does not see them being civil as elected officials hindered and tied to they must do something first before they can be civil. The resolution is from the GMA website and adopted by thirty-five cities. GMA noted on their website the resolution is a first step for city leaders to model civility in their interactions with others and did not say and it was a secondary step. After further discussion, voting in favor of the substitute motion: Councilmen Burley, Morgan and Pollard. Voting in opposition: Councilmember Tucker and Councilmen Collins and Palmer. The Mayor voted in favor of the substitute motion and the motion passed by a 4-3 vote.

MARIJUANA POSSESSION ORDINANCE NO. 2023-03-13-2

The Mayor and Council discussed at their March 6th work session an ordinance providing for the penalty of possession of one ounce or less of marijuana; to encourage law enforcement officers to issue citations for such offense in lieu of effectuating arrest, and to set the fine at \$35.00

MARIJUANA POSSESSION ORDINANCE NO. 2023-03-13-2 (cont.)

(thirty five dollars). Council recommends adoption of Ordinance No. 2023-03-13-2, to waive the second reading, and authorization for the Mayor to sign. A motion was made by Councilman Morgan and seconded by Councilman Pollard to adopt the ordinance. After discussion, a roll call vote was taken. Voting in favor of the motion: Councilmen Burley, Morgan, and Pollard. Voting in opposition: Councilmember Tucker and Councilmen Collins and Palmer. The Mayor voted in favor of the motion and broke the tie. To waive the second reading of an ordinance a unanimous vote is required and the ordinance will move forward to the next meeting of the Council for a second reading and consideration of adoption.

BID AWARD – LMIG PAVING – OXFORD CONSTRUCTION

Bids for the 2023 LMIG paving project were opened on March 2, 2023. Three bidders submitted bids and Oxford Construction Company was identified as the lowest bidder in the amount of \$229,027.50. Streets included in the project: River Street, Barrow Street, North Harney Street, and New Street. York & Associates Engineering, Inc. recommends awarding the bid to Oxford Construction Company. The Council recommends accepting the recommendation of York and Associates and awarding the bid to Oxford in the amount of \$229,027.50. A motion was made by Councilman Morgan and seconded by Councilman Burley to accept the bid of Oxford Construction Company in the amount of \$229,207.50. The motion passed by a unanimous vote.

BID AWARD – SPRAYFIELD PROJECT ENGINEERING SERVICES – STILL WATERS ENGINEERING

Statements of Qualifications to provide engineering services for the land application system improvements (sprayfield project) were opened on March 3, 2023. Still Waters Engineering was identified as the lowest and best qualified bidder for the project. Staff recommends awarding the engineering services portion of the project to Still Waters Engineering. Council recommends acceptance of staff recommendation to approve Still Waters Engineering and authorizes the Mayor to sign contract documents. A motion was made by Councilman Burley and seconded by Councilman Morgan to approve Still Waters Engineering to provide engineering services for the land application system. The motion passed by a unanimous vote.

BID AWARD – PUMPING SYSTEM IMPROVEMENTS – DOYLE HANCOCK & SONS CONSTRUCTION COMPANY INC.

Bids for pumping system improvements were opened on March 6, 2023. Still Waters Engineering identified Doyle Hancock & Sons Construction Company, Inc. as the lowest bidder in the amount of \$198,024. The pumps will provide the City with a bypass pumping system for backup in emergency situations. The associated GEFA loan for this project is CWDRA 20007. Council recommends awarding the bid to Doyle Hancock & Sons and authorization for the city manager to sign the Notice of Award. A motion was made by Councilmember Tucker and seconded by Councilman Burley to award the bid for pumping system improvements to Doyle Hancock & Sons Construction Company. The motion passed by a unanimous vote.

YOUTH EMPLOYMENT, YOUTH COUNCIL, AND STUDENT INTERNSHIP PROGRAMS – EXTENSION OF PROGRAMS TO SEPTEMBER 30, 2023

The Council discussed extending funding for the Youth Council, the Youth Employment Program, and the Student Internship Program until September 30, 2023. The Youth Council is funded with Non-MEAG Economic Development funds, the Youth Employment Program is funded with American Rescue Plan Act funds and the Student Internship Program from the Non-MEAG Economic Development fund. Council recommends extending the programs until September 30, 2023 with funding sources as presented. A motion was made by Councilman Morgan and seconded by Councilman Burley to extend the programs with associated funding sources. After discussion, voting in favor of the motion via a roll call vote: Councilmember Tucker and Councilmen Burley, Morgan, Collins, Pollard, and Palmer. The motion passed by a unanimous vote.

SEASONAL RATES FOR AGRICULTURAL PRODUCERS

City Manager Stroud commented he has been in contact with the customer and has asked the city attorney to provide information on the rates. At this time research is ongoing and he does not have any additional information. Mayor Owens commented our city attorney is working on it as related to the gratuity piece. Attorney Denmark stated they are also working on the uniformity clause and trying to develop a rate that does not violate certain rules of uniformity and gratuity.

CITY MANAGER'S REPORT

City Manager Stroud stated we have multiple projects under design and ready for bid including Hilltop, Albany Circle, and cul-de-sac. He has met with the engineering firm today on the gym and they will provide preliminary thoughts on it. The cemetery fence bid, along with the columns, is under consideration for bid document preparation. Councilmember Tucker asked for an update on Georgia Cities Week, which is held in April. Mayor Owens stated he would have a recommendation at the Work Session in April and would be recommending elements from Level 1. City Manager Stroud added the cemetery lots sold report was provided in their Council packets. Councilmember Tucker questioned if the finance director would be at the work session and have a financial report. City Manager Stroud replied that is his intention.

MAYOR'S ANNOUNCEMENTS

Mayor Owens commented about a year ago he announced to the citizens of the city our operational tempo would be increasing. For the last fourteen months, looking at the agenda tonight and previous agendas and amount of meetings they have had, it is clear they are keeping that tempo hot to move the city forward. Since making that declaration they have increased economic development, voted tonight for an item that will keep the community safe, investing in the youth, and as related to infrastructure are improving infrastructure that has needed care for years, if not decades. The Council has put forth criminal justice reform, learned last week we have new housing and a new business coming to Camilla. The Council and the City was also recognized on the State level. He asked them to believe what their eyes were showing them and to stay encouraged. They are doing good things in the city and moving it forward.

ADJOURNMENT

The meeting adjourned at 9:10 p.m. on motion by Councilman Pollard.

BY: _____
KELVIN M. OWENS, MAYOR

ATTEST: _____
CHERYL FORD, CLERK

AGENDA ITEM #7 - ACTION ITEMS

April 10, 2023

Presenter: Dennis Stroud, City Manager

- a. The Mayor and Council reviewed a Proclamation proclaiming April 2023 as Child Abuse Prevention Month in the city of Camilla and calling upon all citizens, community agencies, faith groups, medical facilities, elected leaders, and businesses to increase their participation and commitment to child abuse prevention. The Council recommends approving the Proclamation and authorizing the Mayor to sign.
- b. The Mayor and Council discussed a Resolution recognizing April 23rd through the 29th as Georgia Cities Week in Camilla. Sponsored by the Georgia Municipal Association, this statewide campaign provides opportunities to share information about the valuable services the City of Camilla provides to residents. In addition to the Resolution, the City will offer tours of City Hall during the weeklong celebration and encourages all citizens to celebrate this week and learn more about the City and its' operations. The Council recommends approving Resolution No. 2023-04-10-1 and authorizing the Mayor to sign.
- c. The Mayor and Council held the first reading of an ordinance providing for the penalty of possession of one ounce or less of marijuana, to encourage law enforcement officers to issue citations for such offense in lieu of effectuating arrest, and to set the fine at \$35.00 (thirty-five dollars) at their March 13, 2023 meeting. The second reading of the Ordinance is held tonight and Council recommends adoption of Ordinance No. 2023-04-10-2 and authorization for the Mayor to sign.
- d. The City intends to submit a Community Development Block Grant application for funding cycle 2023. Statements of Qualifications and Proposals were requested from consultants successfully assisting local governments with grant writing and engineering/architectural services. One proposal was received to provide grant administration services from Associates in Local Government Assistance, Inc. (ALGA). Staff recommends selecting and approving ALGA as the grant administrator, contingent upon approval from the Department of Community Affairs as a sole source provider, to administer the 2023 CDBG grant. Six proposals

were received to provide engineering/architectural services for the CDBG project and scored independently by staff based on rating criterion for engineering/architectural firms. Staff recommends selecting and approving Hofstadter & Associates as the engineering/architectural firm for project implementation. Council recommends approval of ALGA as the grant administrator, contingent upon DCA approval as a sole source provider, and Hofstadter & Associates as the engineering/architectural firm and authorizes the Mayor to execute contract documents related to the 2023 CDBG application.

- e. The Planning Commission met in regular session on March 20, 2023 and considered a rezoning request from Jeremiah Horne for Wing Spars, LLC. The Commission recommends to Council approval of the rezoning request as presented below. The Council recommends adoption, waiving the second reading, and authorization for the Mayor to sign Ordinance No. 2023-04-10-1 to amend the comprehensive zoning map of the City to rezone property listed as Map and Parcel C0340-068-000 in the Mitchell County Tax Digest from C-3 (highway commercial) and R-PUD (residential planned unit development) to R-3 (two-family and multi-family residential).
- f. The Mayor and Council reviewed a lease agreement with Graybar Financial Services to provide phone services at a monthly rate of \$646.02 for service and equipment at the Camilla-Mitchell County Airport. Council recommends approval to enter into the five-year lease agreement, contingent upon city attorney review, and authorization for the Mayor to sign lease documents.
- g. The Mayor and Council discussed the use of ARPA funds in the amount of \$40,000 to support the restoration efforts of the historic Georgia B. Williams Nursing Home. The home, located at 176 Dyer Street, represents invaluable historical and cultural significance in the community and upon restoration completion will serve as a museum for the community and tourists and help with economic growth in the city. The Council recommends approval of ARPA funds in the amount of \$40,000 to assist the Georgia B. Williams Nursing home restoration project.
- h. The Mayor and Council discussed the addition of a patio at SCORES Bar and Lounge to allow patrons outdoor dining opportunities. The Council

recommends authorization for the city manager to proceed with securing resources to construct the patio on city-owned property adjacent to SCORES.

- i. The Mayor and Council discussed the use of drone technology and other aviation systems that would diversify and provide additional revenue sources in support of the Camilla-Mitchell County Airport operations. The Council recommends authorization for the city manager to begin pursuing opportunities for the potential use of drone technology and other aviation systems that fund the airport.
- j. The Mayor and Council discussed the installation of electric vehicle charging stations in the downtown area. The Council recommends authorization for the city manager to begin obtaining information on the type and cost for the charging stations.
- k. The Mayor and Council reviewed a work order by Passero Associates, LLC to provide engineering design phase services for the proposed Fuel Farm Replacement and Relocation project at the Camilla-Mitchell County Airport. The design phase will consist of preparing a plan set, contract documents, and technical specifications sufficient to advertise for bids, receive construction proposals, and award a construction project. The Council recommends approval of the Work Order and authorizes the Mayor to sign.
- l. The City Manager reviewed current policy initiatives created by the Council and determined personnel changes are necessitated. The requested changes for Council consideration are to retitle the position of Cashier Manager to Revenue Operations Manager and the Customer Service Manager to Administrative Operations Manager. The salary grade and pay ranges remain the same.
- m. The City Manager requests Council consideration and approval to hire a contractor at a maximum amount of \$85.00/hour for a maximum of 40 hours for the purpose of reconciling 2022-2023 financial activities in preparation of the 2023-2024 budget cycle.

Proclamation

OFFICE OF THE MAYOR



WHEREAS, children are vital to our state's future success, prosperity and quality of life as well as being our most vulnerable assets; and

WHEREAS, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development; and

WHEREAS, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community; and

WHEREAS, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community.

NOW, THEREFORE, The Mayor and City Council of the City of Camilla, Georgia do hereby proclaim April 2023 as

Child Abuse Prevention Month

in the city of Camilla and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Camilla, Georgia to be affixed this 10th day of April, in the year of Our Lord Two Thousand Twenty Three.

Kelvin Owens, Mayor
City of Camilla

Cheryl Ford, Clerk

CITY OF CAMILLA, GEORGIA
GEORGIA CITIES WEEK APRIL 23-29, 2023
RESOLUTION NO. 2023-04-10-1

A RESOLUTION OF THE CITY OF CAMILLA RECOGNIZING GEORGIA CITIES WEEK ~ APRIL 23-29, 2023 ~ AND ENCOURAGING ALL RESIDENTS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.



WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE BE IT RESOLVED THE CITY OF CAMILLA DECLARES APRIL 23-29, 2023 AS GEORGIA CITIES WEEK. BE IT FURTHER RESOLVED THE CITY OF CAMILLA ENCOURAGES ALL CITIZENS, CITY GOVERNMENT OFFICIALS AND EMPLOYEES TO DO EVERYTHING POSSIBLE TO ENSURE THIS WEEK IS RECOGNIZED AND CELEBRATED ACCORDINGLY.

PASSED AND ADOPTED this 10th day of April 2023 by the City of Camilla City Council.

Kelvin Owens, Mayor

Cheryl Ford, Clerk

CITY OF CAMILLA, GEORGIA
ORDINANCE NO. 2023-04-10-2

AN ORDINANCE TO AMEND CHAPTERS 1 (GENERAL OFFENSES) OF TITLE 11 (OFFENSES) OF THE CITY OF CAMILLA CODE OF ORDINANCES TO PROVIDE A PENALTY OF POSSESSION OF ONE OUNCE OR LESS OF MARIJUANA; TO ENCOURAGE LAW ENFORCEMENT OFFICERS TO ISSUE CITATIONS FOR SUCH OFFENSE IN LIEU OF EFFECTUATING ARREST; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the City of Camilla, Georgia (the “City”) is a municipal corporation created under the laws of the State of Georgia; and

WHEREAS, the duly elected governing authority of the City is the Mayor and Council thereof; and

WHEREAS, the Mayor and City Council finds that enforcement of the State law offense prohibiting possession of less than one ounce of marijuana or less has been inequitable and has fallen disproportionately on certain subsets of the population; and

WHEREAS, arrest and/or conviction for the State law offense of possession of less than one ounce of marijuana presents employment obstacles which marginalize swaths of the population; and

WHEREAS, O.C.G.A. § 36-32-6 grants municipal courts concurrent jurisdiction to try to dispose of cases wherein a person is charged with possession of one ounce or less of marijuana when such conduct occurs inside a municipality; and

WHEREAS, in 2008 the City adopted a Possession of Drug Related Objects Prohibited Ordinance that was codified under Section 11-1-21 (Possession of Drug Related Objects Prohibited), Chapter 1 (General Offenses), and Title 11 (Offenses) in Part II of the City of Camilla Code of Ordinances (the “Code”); and

WHEREAS, this Possession of Drug Related Objects Prohibited Ordinance does not include specific punishment prescribed for its violation which prohibits the possession of marijuana less than an ounce; and

WHEREAS, after due consideration, the duly elected governing authority desires to amend the Possession of Drug Related Objects Prohibited Ordinance to facilitate equity in the administration of criminal justice; and

WHEREAS, the City Council finds that it is necessary to amend Section 11-1-21 for the interest of maintaining the public safety and general welfare of citizens of the City and its visitors.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CAMILLA, GEORGIA and by the authority thereof:

Section 1. The Code of Ordinances, City of Camilla, Georgia is hereby amended by revising Chapters 1 (General Offenses), and Title 11 (Offenses) in Part II (Code of Ordinances), the following section to be read and codified as follows with added text in **bold** and deleted text in red ~~striketrough~~ font:

Sec. 11-1-21. - Possession of drug related objects prohibited.

(a) It shall be unlawful for any person to use, or possess with the intent to use, any object or materials of any kind for the purpose of planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting,

ingesting, inhaling, or otherwise introducing, into the human body marijuana or a controlled substance **within the corporate limits of the City of Camilla.**

(b) Any person found guilty of violating the possession of less than an ounce of marijuana shall be punished by a fine of \$35.00 (thirty five dollars). Where the court finds that a defendant is without the financial means to pay a fine, the court may direct the defendant to perform community service commensurate with the fine that would otherwise be imposed. The finding of a violation under Section 11-1-21(b) shall be a civil infraction, and shall not constitute a criminal infraction or offense for any purpose.

(c) No person adjudicated in connection with an offense under Section 11-1-21(b) shall be arrested or subject to any form of imprisonment or confinement for any term or period of time.

(d) Any person convicted with a violation under Section 11-1-21(b) shall be entitled, upon request, to have the case against him transferred to the State Court of Mitchell County, to be prosecuted and tried as a misdemeanor in that court.

(e) For the purposes of this section, the term "marijuana" means all parts of the plant of the genus cannabis, whether growing or not, the seeds thereof, the resin extracted from any part of such plant, and every compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds, or resin, and shall not include the mature stalks of such plant, fiber produced from such stalks, oil, or cake, or the completely sterilized samples of seeds of the plant which are incapable of germination.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4. The City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener's errors found in this Ordinance, including its exhibits, as enacted.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed to the extent of the conflict only.

Section 6. The effective date of this Ordinance shall be the date of its adoption by the Mayor and Council unless otherwise stated herein.

Section 7. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Camilla.

Section 8. It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of Camilla, Georgia and the sections of this Ordinance may be renumbered to accomplish such intention.

SO ORDAINED this _____ day of _____, 2023.

CITY OF CAMILLA, GEORGIA

Kelvin Owens, Mayor

ATTEST:

Cheryl Ford, City Clerk

APPROVED AS TO FORM:

Alicia Thompson, City Attorney

1st reading: March 13, 2023

2nd reading: April 10, 2023

CITY OF CAMILLA, GEORGIA
ORDINANCE NO. 2023-04-10-1

**AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP
OF THE CITY OF CAMILLA AS RECOMMENDED BY THE PLANNING
COMMISSION OF THE CITY OF CAMILLA AND FOR OTHER
PURPOSES.**

WHEREAS, Wing Spars, LLC/Jeremiah Horne has filed an application requesting the City of Camilla rezone the property listed as Map and Parcel C0340-068-000 of the Mitchell County Tax Digest (Referenced as 770 Old GA Hwy 3-Ordinance 2014-05-12-1), described in Exhibit “A” attached hereto by this referenced incorporated herein, from C-3, Highway Commercial District (North & South Sections of parcel, and R-PUD, Residential-Planned Unit Development District (Center Section of parcel), to R-3, Two-Family & Multi-Family Residential District, all 22.5 acres for the purpose of development/residential construction; and

WHEREAS, the Planning Commission of the City of Camilla, after a public hearing on the matter, recommends to the Mayor and Council the request be granted; and

WHEREAS, after due consideration the Council has decided to accept the Planning Commission’s recommendation to rezone the property as requested.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Camilla and it is hereby enacted by authority of the same that the recommendation of the Planning Commission of the City of Camilla to rezone all 22.5 acres of the property hereinabove referred to from C-3, Highway Commercial District and R-PUD, Residential Planned Unit Development District to **R-3, Two-Family & Multi-Family Residential District** for the purpose development/residential construction and the same is hereby approved and the Planning

Commission is hereby authorized and directed to amend the Official Zoning Map of said City to reflect the change as approved.

SO ORDAINED in regular session this 10th day of April, 2023, after waiving second reading.

MAYOR AND COUNCIL
CITY OF CAMILLA

By:_____L.S.
Mayor

Attest:_____L.S.
Clerk

(SEAL)

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 356 of the 10th Land District of Mitchell County, Georgia, containing twenty-two and five tenths (22.5) acres, more or less, and being more particularly described as follows:

The Point of Beginning of the tract herein conveyed being the point where the easterly right-of-way margin of Georgia Route 3 (with 50 feet right-of-way), meets with the northerly right-of-way margin of Goodson Road (with 80 feet right-of-way) and with said meeting point as the Point of Beginning of the tract herein conveyed, go North 33 degrees 40 minutes 03 seconds West a distance of 1,425.70 feet to an iron pin, go thence North 77 degrees 35 minutes 31 seconds East a distance of 625.26 feet to an iron pin located on Route U.S. 19, go thence along the arc of the right-of-way margin of Route U.S. 19 (with 200 foot right-of-way) a distance of 951.54 feet, said arc having a chord call of South 45 degrees 38 minutes 28 seconds East a chord distance of 950.42 feet, from said iron pin go thence South 01 degrees 05 minutes 44 seconds East a distance of 636.30 feet to an iron pin located on a northerly right-of-way margin of Goodson Road, go thence along said right-of-way margin of Goodson Road South 87 degrees 44 minutes 06 seconds West a distance of 512.38 feet to an iron pin and the Point of Beginning.

The above-described tract being more particularly delineated in that Plat of Survey prepared for C. Frank Lamb, prepared by Larry W. Grogan, Georgia Land Surveyor No. 1649, dated February 19, 1988, and recorded in Plat Book 24, page 76, Clerk's Office, Mitchell County, Georgia. Said plat by this reference incorporated herein.

Grantor(s) convey(s) to Grantee(s), also, title to the following described property, to wit: All improvements presently located on the above-described real property (if any), and all fixtures and/or equipment presently attached to and/or located on the above-described real property (if any). There are no governmental crop allotments, bases, poundages, or quotas allocated or allocable to the above-described property and none are conveyed hereby. Together with all right, title, and interest of Grantor(s) in and to adjacent highways, roads, streets, and alleys. ALL OF THE ABOVE-DESCRIBED PROPERTY, INCLUDING REAL ESTATE, IMPROVEMENTS THEREON (IF ANY), AND/OR OTHER PROPERTY AS DESCRIBED ABOVE (IF ANY), IS/ARE HEREBY CONVEYED BY GRANTOR(S) TO GRANTEE(S) IN THEIR "AS-IS" AND "WHERE IS" PHYSICAL AND ENVIRONMENTAL CONDITION, WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AND GRANTOR(S) HEREBY EXPRESSLY DISCLAIM(S) ANY AND ALL SUCH WARRANTIES, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SALES CONTRACT BETWEEN GRANTOR AND GRANTEE (IF ANY) DATED FEBRUARY __, 2023. This deed is made, and the above property is conveyed, subject to the following permitted title exceptions, to-wit: See Exhibit "A" attached hereto and made a part hereof by reference.

Exhibit "A"
(Permitted Title Exceptions)

1. State and County and City of Camilla ad valorem taxes on or against the subject property have been paid in full through the calendar year 2022. State and County and City of Camilla ad valorem taxes on or against the subject property for the calendar year 2023 and subsequent calendar years constitute liens on or against the subject property but are not yet due and payable. Tax Map No(s). C-34, Parcel No(s). 68, Tax Assessor's Office, Mitchell County, Georgia.
2. Retroactive or additional ad valorem taxes or assessments, and penalties, interest, and costs with respect thereto, now and/or hereafter assessed on or against the subject property by virtue of adjustment, reappraisal, reassessment, appeal, amendment to the tax records, or otherwise.
3. Any inaccuracy in the area, square footage, or acreage of the subject property as referred to on Exhibit "A" and/or the plat(s) of survey thereof as referred to on Exhibit "A".
4. Any limitations or restrictions imposed by laws, rules, and/or regulations of any state and/or federal governments and/or governmental entity or entities or agency or agencies now and/or hereafter in effect respecting the use of any water located in, on, and/or under the subject property.
5. Rights of upper and lower riparian owners in and to the waters of rivers, creeks, and branches now and/or hereafter crossing or adjoining the subject property, and the natural flow thereof, free from diminution or pollution.
6. Title to that portion of the subject property now and/or hereafter embraced within the bounds of public roads, public streets, public alleys, and/or public highways now and/or hereafter located on and/or comprising a part of the subject property, whether evidenced by deed or not, whether any deed is filed for record or recorded or not, and/or whether abandoned or not (if any).
7. Title to that portion of the subject property now and/or hereafter embraced within the bounds of railroad rights-of-way now and/or hereafter located on and/or comprising a part of the subject property, whether evidenced by deed or not, whether any deed is filed for record or recorded or not, and/or whether abandoned or not (if any). Also, easements for railroad rights-of-way that may now and/or hereafter be applicable with respect to the subject property (if any).
8. Title to that portion of the subject property now and/or hereafter embraced within the bounds of any cemeteries or cemetery lot(s) now and/or hereafter located in, on, and/or under the subject property and now and/or hereafter vested in or claimed to be vested in any third party or parties, whether evidenced by deed or not or whether any deed is filed for record or recorded or not (if any). Also, other rights or claims of any third party or parties with respect to any cemeteries or cemetery lot(s) now and/or hereafter located in, on, and/or under the subject property, including express or implied easements of ingress and egress thereto or therefrom (if any).
9. Title to any governmental crop allotments, bases, poundages, and/or quotas which is/are now and/or hereafter allocated or allocable to the subject property (real estate) by the United States Department of Agriculture, Farm Service Agency (FSA) and/or other governmental entity or entities or agency or agencies (if any).



10. Title to any equipment, machinery, appliances, tools, and other similar items which is/are now and/or hereafter located on, attached to, or used in connection with the subject property, including, but not limited to, any irrigation well(s) and/or irrigation well(s) accessories (if any) and any irrigation system(s) and/or irrigation system(s) accessories (if any).
11. Any federal and/or state laws, rules, and/or regulations governing or pertaining to the regulation of the ownership and/or operation of any underground storage tanks (regardless of size or capacity) now and/or hereafter located in, on, and/or under the subject property (if any).
12. Title to any house trailer, mobile home (singlewide or doublewide), manufactured home, modular home, or other type of mobile dwelling (if any) which is/are now and/or hereafter located on the subject property and which do/does not now and/or hereafter constitute real property under Georgia law (if any).
13. All easements, whether visible or not, in writing or not, or recorded or not, including, but not limited to, easements for public utilities now and/or hereafter serving or affecting the subject property, and including, but not limited to, any "party wall" easements now and/or hereafter affecting the subject property, and including, but not limited to, any implied easements of ingress and egress now and/or hereafter affecting the subject property (if any).
14. All restrictive and/or protective and/or other covenant(s) not of public record now and/or hereafter affecting the subject property, and now and/or hereafter legally enforceable (if any).
15. Any matters as shown on or disclosed by that/those certain plat(s) of survey recorded in Plat Book 11, page 58, Plat Book 17, page 260, Plat Book 18, page 151, Plat Book 23, page 105, and Plat Book 24, page 76, Clerk's Office, Mitchell County, Georgia, including, but not limited to, all set back lines; all utility and other easements; all dedications of public roads, streets, and alleys; all restrictions and/or restrictive covenants; encroachments, overlaps, and boundary line disputes; and all other matters as shown on or disclosed by any of said Plat(s) of Survey.
16. General Permit, and all rights contained therein, from J.E. Brooks, Jr. to Mitchell County Electric Membership Corporation, dated September 3, 1938, and recorded in Deed Book 68, page 171, Clerk's Office, Mitchell County, Georgia.
17. Right-of-Way Easement, and all rights contained therein, from Jordan E. Brooks, Jr. to Georgia Power Company, dated July 25, 1946, and recorded in Deed Book 81, page 239, Clerk's Office, Mitchell County, Georgia.
18. Rural Post Roads Right-of-Way Deed, and all rights contained therein, from W.S. Green to Mitchell County, Georgia, dated November 17, 1953, and recorded in Deed Book 98, page 396, Clerk's Office, Mitchell County, Georgia.
19. Right-of-Way Deed, and all rights contained therein, from W.S. Green to State Highway Department of Georgia, dated December 2, 1960, and recorded in Deed Book 115, page 413, Clerk's Office, Mitchell County, Georgia.
20. Easement, and all rights contained therein, from R.P.G. Enterprises, Inc. to Georgia Power Company, dated February 22, 1985, and recorded in Deed Book 249, page 646, Clerk's Office, Mitchell County, Georgia.

LESSEE LEGAL NAME: Camilla, City Of dba Camilla-Mitchell County Airpor		Telephone No 2293362216	
Billing Address: 3907 AIRPORT RD, Camilla, GA 31730		Equipment Location (if other than Billing Address): 3907 AIRPORT RD, Camilla, GA 31730	
EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments – see below and/or attached Schedule A)			
Unit Quantity	Description of Equipment Leased	Make and Type	Model Number
1	Yealink Phone System with Accessories		
BASE TERM IN MONTHS 60	TOTAL NUMBER OF LEASE PAYMENTS 60 @ \$186.00 (plus taxes)	END OF LEASE PURCHASE OPTION ☐ Fair market value, plus taxes ☐ 10% of Equipment cost, plus taxes ☒ \$1.00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)	
		(a) Advance Payment: \$186.00 (b) Security Deposit: \$0.00 (c) Documentation Fee: \$150.00 DS Total due a + b + c =: \$336.00 186.00	
**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.			

In this agreement ("Lease"), "we," "our," and "us" refers to Financial Servicing, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments. **On an annual basis, the Monthly Payment may be increased by a maximum of 15% of the amount previously then in effect.**

2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. **You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair.** We are not responsible for Equipment or vendor failures.

3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

4. LEASE EXPIRATION, RENEWAL: **Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment.** If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.

5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. **Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.**

6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover

our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.

14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE: Camilla, City Of dba Camilla-Mitchell County Airpor		Print Name: Dennis Stroud	Title: City Manager
X	Lessee Authorized Signature	E-Mail Address:	Date:
		Tax ID Number:	
PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.			
SIGNED X		Print Name:	E-Mail Address:
Accepted by:		Title:	Date:
Financial Servicing, LLC By:			

State and Local Government Addendum

Reference: **Application No. 800759**

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **Financial Servicing, LLC** ("we" "us" and "ours") and **Camilla, City Of dba Camilla-Mitchell County Airpor** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. **Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. **Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. **Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. **Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: Camilla, City Of dba Camilla-Mitchell County Airpor	FINANCIAL SERVICING, LLC
By: _____ Print Name: <u>Dennis Stroud</u> Title: <u>City Manager</u> Date: _____	By: _____ Print Name: _____ Title: _____ Date: _____



**Camilla-Mitchell County
Airport**

Contact: **Melinda Knight**
Phone: **229-336-2216**

Total Monthly Cost

\$646.02

AT&T Office @ Hand

\$129.96

Monthly Total

Pricing does not include applicable taxes, fees, surcharges and the mandatory Emergency Location Mgmt fee of \$2.00 per seat.

Yealink

\$186.00

Monthly Total

Monthly Total Federal, state and local taxes not included.

Billed by AT&T

AT&T Office @ Hand

\$97.47

(3) Seats - \$32.49/seat

Premium Edition

- Unlimited Local & Long Distance Calling
- Toll Free Minutes included 2500 minutes
- Disaster Recovery / Smartphone Integration
- Unlimited conferencing and Business SMS
- E-fax included for each user
- Caller ID Name & Number
- Simul Ring & Find me Follow me
- Voice mail to Email
- Call Recording & Monitoring included

AT&T Fax Line

\$32.49

(1) Seats - \$32.49/seat

Premium

Billed Separately

Analog Lines

\$330.06

\$110.02 each

Billed by Financial Services

(1) Yealink T-54W Corded

\$186.00

(2) Yealink Cordless W76P

- WiFi Enabled
- Built-In USB 2.0 Port
- Built-In Bluetooth 2.1
- HD Audio
- Gigabit Ethernet Technology

60 Month Term - 5 Year Warranty

included

- Professional Installation Including Cabling if Necessary
- System Program
- Employee Training
- Includes (1) Grandstream Access Point
- Maintenance, Warranty & Support for 60 Months
- Battery Backup
- Preinstalled Music on Hold

Contact Mitchell White

Signature _____

Phone 561-665-8432

Email mw8432@renewal-team.com

Date _____

Fax 561-277-0820

Tax ID _____

Disclaimer: AT&T products and services proposed excludes local, state and federal taxes. NEC products and services proposed are leased through Financial Services or Graybar Financial Services, LLC and are subject to all terms and conditions set forth within the leasing agreement. Products and services proposed are billed separately from the respective companies of AT&T, NEC Financial Services or Graybar Financial Services, LLC. By signing above, you authorize NEC Financial Services, Graybar Financial Services or its assignee to obtain further information regarding your personal or business credit standing, which may include personal credit bureau reports from a credit reporting agency.

Quote Date: 03/06/2023 03:39 PM

3/7/23





AT&T MA Reference No.: eMSA UA III

Customer Signature Page

Customer Camilla-Mitchell County Airport Street Address: 3902 AIRPORT RD City: CAMILLA State/Province: GA Zip Code: 31730-3149 Country: US	AT&T AT&T Corp.
Customer Contact (for notices) Name: Dennis Stroud Title: Manager Street Address: 30 E BROAD ST City: CAMILLA State/Province: GA Zip Code: 31730-1861 Country: US Telephone: 2293302300 Fax: Email: dennis.stroud@cityofcamilla.com Customer Account Number or Master Account:	AT&T Contact (for notices) Street Address: City: State/Province: Zip Code: Country:
AT&T Solution Provider or Representative Information (if applicable)	
Name: Josie Beliveau Company Name: Interface Technologies Inc Agent Street Address: 3333 South Congress Ave City: Delray Beach State: FL Zip Code: 33445 Country: United States Suite 200 Telephone: 3059098899 Fax: Email: josiane@consultantsvcs.com Agent Code: 15771	

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Listed documents become effective upon execution of all documents identified by Contract ID below.

Documents Appended:	Contract IDs:
MASTER AGREEMENT click here for details or http://serviceguide.att.com/masteragreement/	
Multiservice contract bundle CONTRACT_ID_2855397.pdf	2855397

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

Customer (by its authorized representative)
By:
Name:
Title:
Date:

City of Camilla, GA



Engineering Design Services

Fuel Farm Replacement & Relocation

for **Camilla-Mitchell County Airport (CXU)**

by **Passero Associates, LLC**

(Passero Project No. 20223368.0001)

Work Order 23-01



Work Order 23-01**Engineering Design Services for
Fuel Farm Replacement & Relocation**

Passero Associates (PA or Consultant) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the City of Camilla (Client or City), dated May 9, 2022, all of which terms and conditions are incorporated herein by reference:

Project Location: Camilla-Mitchell County Airport, Camilla, Georgia.

Project Description: Provide engineering design phase services for the proposed removal and replacement of the airport's fuel system.

Scope of Basic Services: Project Formulation; Construction Plans; Contract Documents; Engineer's Design Report; Coordination, Review, and Comments. See Exhibit A Scope of Work.

Scope of Special Services: Survey Work; Geotechnical Investigation. See Exhibit A Scope of Work.

Client Manager: Dennis Stroud, City Manager

Airport Manager: Randy Pool, Airport Manager

PA Program Manager: Michael R. Joseph, P.E.

PA Project Manager: Michael R. Joseph, P.E.

Basic Services Compensation and Method of Payment: Lump Sum Fee: **\$92,325.00**. See Exhibit B Cost Summary.

Special Services Compensation and Method of Payment: Lump Sum Fee: **\$24,000.00**. See Exhibit B Cost Summary.

Total Compensation and Method of Payment: Lump Sum Fee: **\$116,325.00**. See Exhibit B Cost Summary.

Schedule: Services to begin upon receipt of fully executed Work Order from client and Notice to Proceed from GDOT Aviation.

Meetings: Pre-design/scoping meeting and conference calls, pre-design site visits. See Exhibit A Scope of Work.

Deliverables: Please refer to the project deliverables listed at the end of the attached Exhibit A Scope of Work.

"Client"

City of Camilla, GA

BY: _____

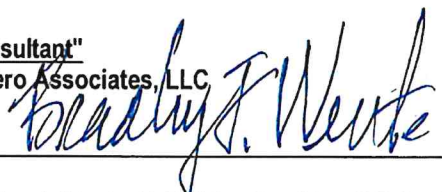
Kelvin M. Owens, Mayor

Typed Name & Title

Date: _____

"Consultant"

Passero Associates, LLC

BY:  _____

Bradley J. Wentz, P.E., Vice President/SE Services Director

Typed Name & Title

Date: 3/30/23

ATTEST:

BY:  _____

Angela Witt, Grants and Contracts Administrator

Typed Name & Title

Date: 3/30/2023

Camilla-Mitchell County Airport (CXU)
Camilla, GA

EXHIBIT A – SCOPE OF WORK

**FUEL FARM REPLACEMENT & RELOCATION
(DESIGN PHASE)**

The Airport Sponsor, the City of Camilla, will provide engineering design phase services for the proposed *Fuel Farm Replacement & Relocation* project at Camilla-Mitchell County Airport. The airport's existing underground fuel storage tanks (USTs) are at or near the end of their useful life. The project includes the removal of the existing USTs; and replacing them with two (2) above-ground 12,000 gallon double-wall UL-142 fuel storage tanks (AvGas and Jet A) with 24-hour self-service capabilities. The proposed tanks would be located immediately to the east of the existing USTs (see attached **Exhibit C** Project Area Sketch). The engineering design phase services will consist of the preparation of a plan set, contract documents, and technical specifications sufficient to advertise for bids, receive construction proposals, and award a construction contract. More specifically, the design services will include the following elements of work:

- **Element 1 – Project Formulation** will consist of the following:
 1. Prepare work scope and fees.
 2. Prepare for and conduct scoping conference calls with GDOT, Sponsor, and Consultant.
 3. Perform a site visit and meet with airport management to observe current site conditions.
 4. Attend a scoping meeting with GDOT, Sponsor, Consultant, and airport management.
 5. Prepare and submit a Categorical Exclusion checklist form for GDOT review.
 6. Submittal of the FAA 7460-1 Notice of Proposed Construction or Alteration via the OE/AAA portal. Draft copies of the 7460-1 materials shall be submitted to GDOT for review and approval prior to submittal via the OE/AAA portal. Three (3) submittals are anticipated (during construction conditions, post-construction conditions, and the CSPP narrative report).

- **Element 2 – Survey Work.** A topographic survey will be performed for the project area, which is depicted on the enclosed **Exhibit D2** survey area sketch). The total area to be surveyed is approximately 2 acres. Contours will be generated to a 0.5' interval; and will be based on NAVD 88 datum and state plane coordinates; and will be tied to the airport PACS and SACS, if possible. This mapping will be the basis of the design drawings. The survey proposal is attached as **Exhibit D1**. The items to be located within the project area include the following:
 - Hangar buildings.
 - Edge of apron pavement.
 - Taxiway centerline pavement markings, tie-down pavement markings, and anchors.
 - Existing fuel farm features (dispensers, fill ports, vent lines, sumps, etc.).
 - Fence line surrounding the existing fuel farm.
 - Other above-ground items found in or immediately adjacent to the project area.
 - Underground utilities, as marked following an 811 utility locate request. Detailed utility location, including burial depths, shall be the responsibility of the contractor.

Included in this Element is a site visit by one (1) member of the design team to compare the survey to the existing site conditions, to check the survey for accuracy and completeness, and to familiarize the design team with the project site. Also included are the Consultant's efforts to solicit a proposal from the surveying subconsultant, to incorporate the proposal into the overall scope and fee document, to direct the subconsultant, to coordinate the field work with the subconsultant and airport management, and to process any subconsultant invoices.

- **Element 3 – Geotechnical Investigation.** A multi-faceted pre-design geotechnical investigation will be performed in the area surrounding the existing underground fuel storage tanks (USTs) and in the proposed above-ground fuel storage tank location. A limited soil investigation will be performed in the immediate vicinity of the USTs, the existing above-ground fuel storage trailer, the existing fuel dispensers, the existing product piping, and the proposed fuel storage tank location. Up to seven (7) soil borings will be performed, with soil samples being collected, field-screened, tested, and analyzed to assess the existence of volatile organic compounds (VOCs) and polycyclic aromatic hydrocarbons (PAHs). Three (3) Standard Penetration Test borings to depths of 25 feet shall be performed, with representative soil samples being collected at each boring location to provide sufficient site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. Laboratory testing (CBR, soil proctor, wash no. 200 grain-size analysis, Atterberg limits, etc.) and engineering analysis will be performed to support the preparation of an engineering report. The geotechnical investigation proposals are attached as **Exhibits E1 and E2.**

Included in this Element is a thorough review of the geotechnical reports by the design team and a conference call with the geotechnical engineering team to discuss the findings of their investigation. Also included are the Consultant's efforts to solicit a proposal from the geotechnical engineering subconsultant, to incorporate the proposal into the overall scope and fee document, to direct the subconsultant, to coordinate the field work with the subconsultant and airport management, and to process any subconsultant invoices.

- **Element 4 – Construction Plans** will consist of the following:
 1. Prepare a plan set that is anticipated to be made up of the following plan sheets:
 - a. Cover Sheet
 - b. Summary of Quantities
 - c. Project Layout and Construction Safety & Phasing Plans
 - d. General Notes & Safety Plan Details
 - e. Demolition Plans, Notes, and Details
 - f. Geometric Layout Plans, Notes, and Details
 - g. Grading & Drainage Plans, Notes, and Details
 - h. Erosion Control Plans, Notes, and Details
 - i. Paving Plans, Notes, and Details
 - j. Marking Plans, Notes, and Details
 - k. Utility Plans, Notes, and Details
 2. Prepare a Construction Safety and Phasing Plan (CSPP) Narrative Report.
 3. Prepare a base plan by processing the topographic survey.
 4. Perform a site visit (by fuel systems subconsultant) to familiarize the design team with the project area, discuss airport management's specific needs, determine the best orientation for the new fuel system, and evaluate the availability of power supply, delivery truck access, potential fire code issues, storm water drainage patterns, and other project-related items.
 5. Design the proposed fuel system, including tank selection and design of the pumping system, electrical system, concrete support pad, and concrete fuel transfer pad. Additional detail related to the fuel system design scope may be found in the attached **Exhibit F**. Plan sheets will include:
 - a. Structural design (concrete tank pad, loading/off-loading fuel transfer pad).
 - b. Electrical design (panel, conduits, wiring, grounding).
 - c. Mechanical design (tanks, pumps, motors, piping, valves).
 6. Perform a second site visit (by fuel systems subconsultant) to confirm the design elements and to conduct a meeting with the state and local fire marshal prior to construction.

7. Included in this Element are efforts related to the management of the project, including one (1) virtual design review meeting with City staff and airport management, periodic quality control (QC) checks of the construction plans, project status updates to the Sponsor and GDOT, grant administration, and other project management-related tasks.
 8. Also included in this Element is a thorough review of the structural, mechanical, and electrical design plans and specifications by the design team; as well as the Consultant's efforts to solicit a proposal from the fuel systems design subconsultant, to incorporate the proposal into the overall scope and fee document, to direct the subconsultant, to coordinate the field work with the subconsultant and airport management, and to process any subconsultant invoices.
- **Element 5 – Contract Documents** will consist of the following:
 1. Prepare bid documents suitable to advertise for competitive bids, including the following:
 - a. Front end contract documents, including the advertisement for bids, instructions to bidders, bid documents, contract documents, bid bond, performance bond, payment bond, and DBE-related documentation.
 - b. Technical specifications, including the applicable FAA and/or GDOT specifications to include GDOT Special Provisions to published specifications.
 - c. Specifications related to the proper closure of the two (2) existing underground fuel storage tanks (USTs) in accordance with federal EPA and State of Georgia environmental regulatory requirements.
 2. Prepare an engineering cost estimate for the project.
 - **Element 6 – Engineer's Design Report** will include a detailed description of the proposed project construction, results of the geotechnical investigation, design calculations, and discussion of the rationale for design decisions and recommendations related to the project's design elements.
 - **Element 7 – Coordination, Review, and Comments** will consist of the following:
 1. Submit "pre-final" (90% complete) construction plans & contract documents for GDOT review.
 2. Address review comments received from GDOT; and develop the construction plans and contract documents from a 90% complete state to a 100% complete, or "ready to bid" state.
 3. Submit revised construction plans and contract documents to GDOT for review and approval.
 4. Preparation and submittal of a soil erosion and sedimentation control plan review package to the Georgia Soil and Water Conservation Commission (GSWCC) is not included in the scope of work. The bid documents shall specify that the contractor is responsible for engaging a professional engineer to prepare the required erosion control documents and to secure any required permits through the governing authority.

This project will be designed in accordance with the provisions of the FAA AC 150/5300-13B (Airport Design), AC 150/5370-10H (Standard Specifications for Construction of Airports), and Code of Federal Regulations Chapter 40 Part 112 "Oil Pollution Prevention," and applicable fire codes, building codes, recommended practices of the American Petroleum Institute (API), and applicable elements of ATA Specification 103. All construction details will conform to FAA or GDOT Specifications and indicate published specification reference, where practical.

Time of performance: "100% complete" bid package is anticipated to be complete within 180 days of receipt of Notice to Proceed. It should be noted that this schedule is tentative, and subject to change based on various factors that neither the Sponsor nor the Consultant can control (e.g. subconsultant delivery time, availability for meetings, weather conditions, agency review time).

Deliverables will consist of the following:

1. One (1) PDF copy of the completed Categorical Exclusion checklist form.
2. One (1) PDF copy of the Geotechnical Reports.
3. One (1) PDF copy of the draft 7460-1 forms and accompanying exhibit(s).
4. One (1) PDF copy of the "90% complete" bid package (plans, contract docs, technical specs).
5. One (1) PDF copy of the "ready for bid" Construction Plans and Technical Specifications.
6. One (1) PDF copy of the preliminary engineering cost estimate.
7. One (1) PDF copy of the Engineer's Design Report.

Construction contract from GDOT will not be initiated until receipt of all deliverables.

The following additional services may be added to the Scope of Work detailed above if requested in writing by the Sponsor:

1. Perform a SUE Level B utility location survey, or any other topographic survey services not specifically included in the Exhibit A or D scope of work.
2. Perform additional geotechnical investigation services not specifically included in the Exhibit A or E scope of work.
3. Attend additional mid-project site visits and/or meetings.
4. Develop a Spill Prevention, Control, and Countermeasure Plan (SPCC) for the current or proposed fuel systems, as well as other oil storage items owned by the airport. The SPCC will be written in accordance with federal EPA requirements (40 CFR 112).
5. Divide the project scope of work into multiple construction phases or schedules of work.
6. Perform bid phase and/or construction phase services.

Any task, service, or deliverable not expressly included in the Scope of Work described above is thereby excluded from the Scope of Work for the *Fuel Farm Replacement & Relocation* project.

End Exhibit A.

Exhibit B
Cost Summary
Camilla-Mitchell County Airport (CXU)
Fuel Farm Replacement & Relocation (Design Phase)

ELEMENT 1. PROJECT FORMULATION

Labor Subtotal	\$9,477.00
Direct Expenses	\$523.00
TOTAL (Lump Sum)	\$10,000.00

ELEMENT 2. SURVEY WORK

Labor Subtotal	\$6,351.00
Direct Expenses	\$399.00
TOTAL (Lump Sum)	\$6,750.00

ELEMENT 3. GEOTECHNICAL INVESTIGATION

Labor Subtotal	\$17,232.00
Direct Expenses	\$18.00
TOTAL (Lump Sum)	\$17,250.00

ELEMENT 4. CONSTRUCTION PLANS

Labor Subtotal	\$64,843.00
Direct Expenses	\$132.00
TOTAL (Lump Sum)	\$64,975.00

ELEMENT 5. CONTRACT DOCUMENTS

Labor Subtotal	\$8,150.00
Direct Expenses	\$100.00
TOTAL (Lump Sum)	\$8,250.00

ELEMENT 6. ENGINEER'S DESIGN REPORT

Labor Subtotal	\$3,386.00
Direct Expenses	\$39.00
TOTAL (Lump Sum)	\$3,425.00

ELEMENT 7. COORDINATION, REVIEW, AND COMMENTS

Labor Subtotal	\$5,561.00
Direct Expenses	\$114.00
TOTAL (Lump Sum)	\$5,675.00

ENGINEERING DESIGN TOTAL	<u>\$116,325.00</u>
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PROJECT FORMULATION

Element 1	Hourly Breakdown												Total Man Hrs	Labor Cost
	Principal	Dept. Manager	Program Manager	Sr. Proj. Manager	Project Manager	Project Engineer	Engineer 1	Sr. Planner	Planner 2	Planner 1	Admin. Staff	Sr. Owner Rep.		
	\$ 268.00	\$ 265.00	\$ 225.00	\$ 195.00	\$ 156.00	\$ 136.00	\$ 100.00	\$ 191.00	\$ 131.00	\$ 100.00	\$ 75.00	\$ 131.00		
Prepare work scope & fees.		1	10			4					2		17	\$ 3,209.00
Scoping calls w/ GDOT, Sponsor, Consultant.			2										2	\$ 450.00
Site visit to observe current site conditions		1	9			1							11	\$ 2,426.00
Scoping mtg. w/ GDOT, Sponsor, design team, etc.		2	2			2							6	\$ 1,252.00
Prepare & submit CatEx checklist			2			1					1		4	\$ 661.00
Submit 7460s (3) to GDOT for rvw., then via OE/AAA.		1	3			3			1				8	\$ 1,479.00
													0	\$ -
Use below if subconsultant performs this task and not above														
Subconsultant's Rates ----->														
													0	\$ -
													0	\$ -
														\$ -
LABOR TOTAL	0	5	28	0	0	11	0	0	1	0	3	0	48	\$ 9,477.00

		Distance	# of Trips	Rate	Time
Mileage	\$ 323.13	517	1	\$ 0.625	8:00
Printing, Shipping, Misc. Project Costs	\$ 37.92				
Lodging	\$ 117.70		1	\$ 117.70	
Per Diem (Travel Day)	\$ 44.25		1	\$ 44.25	
Per Diem (Standard Day)	\$ -		0	\$ 59.00	
Total Direct Expenses	\$ 523.00				

SURVEY WORK

Element 2	Hourly Breakdown												Total Man Hrs	Labor Cost
	Principal	Dept. Manager	Program Manager	Sr. Proj. Manager	Project Manager	Project Engineer	Engineer 1	Sr. Planner	Planner 2	Planner 1	Admin. Staff	Sr. Owner Rep.		
	\$ 268.00	\$ 265.00	\$ 225.00	\$ 195.00	\$ 156.00	\$ 136.00	\$ 100.00	\$ 191.00	\$ 131.00	\$ 100.00	\$ 75.00	\$ 131.00		
Site visit - field-check survey, observe ex. site cond.			11										11	\$ 2,475.00
Process data, notes, photos from site visit			1			1					1		3	\$ 436.00
Proposal coordination, contract administration		1	3										4	\$ 940.00
													0	\$ -
													0	\$ -
Use below if subconsultant performs this task and not above														
Subconsultant's Rates ----->														
Field & Office Work													0	\$ 2,500.00
													0	
LABOR TOTAL	0	1	15	0	0	1	0	0	0	0	1	0	18	\$ 6,351.00

		Distance	# of Trips	Rate	Time
Mileage	\$ 323.13	517	1	\$ 0.625	8:00
Printing, Shipping, Misc. Project Costs	\$ 31.62				
Lodging	\$ -		0	\$ 117.70	
Per Diem (Travel Day)	\$ 44.25		1	\$ 44.25	
Per Diem (Standard Day)	\$ -		0	\$ 59.00	
Total Direct Expenses	\$ 399.00				

GEOTECHNICAL INVESTIGATION

Element 3	Hourly Breakdown													Labor Cost
	Principal	Dept. Manager	Program Manager	Sr. Proj. Manager	Project Manager	Project Engineer	Engineer 1	Sr. Planner	Planner 2	Planner 1	Admin. Staff	Sr. Owner Rep.	Total Man Hrs	
	\$ 268.00	\$ 265.00	\$ 225.00	\$ 195.00	\$ 156.00	\$ 136.00	\$ 100.00	\$ 191.00	\$ 131.00	\$ 100.00	\$ 75.00	\$ 131.00		
Review geotechnical report		1	2			4							7	\$ 1,259.00
Conference call to discuss recommendations			2			2							4	\$ 722.00
Proposal coordination, contract administration		1	3			1					3		8	\$ 1,301.00
													0	\$ -
													0	\$ -
Use below if subconsultant performs this task and not above														
Subconsultant's Rates ----->														
Soil Investigation													0	\$ 7,450.00
Field Exploration													0	\$ 3,250.00
Laboratory Services													0	\$ 1,250.00
Engineering Services & Report Development													0	\$ 2,000.00
LABOR TOTAL	0	2	7	0	0	7	0	0	0	0	3	0	19	\$17,232.00

		Distance	# of Trips	Rate	Time
Mileage	\$ -	517	0	\$ 0.625	8:00
Printing, Shipping, Misc. Project Costs	\$ 18.00				
Lodging	\$ -		0	\$ 117.70	
Per Diem (Travel Day)	\$ -		0	\$ 44.25	
Per Diem (Standard Day)	\$ -		0	\$ 59.00	
Total Direct Expenses	\$ 18.00				

CONSTRUCTION PLANS

Element 4	Hourly Breakdown													Labor Cost
	Principal	Dept. Manager	Program Manager	Sr. Proj. Manager	Project Manager	Project Engineer	Engineer 1	Sr. Planner	Planner 2	Planner 1	Admin. Staff	Sr. Owner Rep.	Total Man Hrs	
	\$ 268.00	\$ 265.00	\$ 225.00	\$ 195.00	\$ 156.00	\$ 136.00	\$ 100.00	\$ 191.00	\$ 131.00	\$ 100.00	\$ 75.00	\$ 131.00		
Cover Sheet			1			4							5	\$ 769.00
Summary of Quantities		1	1	1		4	4					1	12	\$ 1,760.00
Project Layout Plans, Notes, Details			2			8							10	\$ 1,538.00
Construction Safety Plans, Notes, Details		1	2	1		8						1	13	\$ 2,129.00
Demolition Plans, Notes, Details		1	2	1		8						1	13	\$ 2,129.00
Geometric Layout Plans, Notes, Details			2			8							10	\$ 1,538.00
Grading & Drainage Plan, Notes, Details		1	4	1		10							16	\$ 2,720.00
Erosion & Sedimentation Ctrl Plans, Notes, Details		1	1			8							10	\$ 1,578.00
Paving Plans, Typical Sections, Notes, Details		1	2	1		8						1	13	\$ 2,129.00
Marking Plans, Notes, Details			2	1		8							11	\$ 1,733.00
Utility Plan, Notes, Details		1	4	1		12						1	19	\$ 3,123.00
Other Construction Details			1			4							5	\$ 769.00
CSPP Narrative Report		1	2			8					1	1	13	\$ 2,009.00
Base Plan			1			4							5	\$ 769.00
Design review meeting w/ City staff, airport mgmt.			2			2							4	\$ 722.00
Sub coord., contract admin., rvw. M/E/P/S design		3	12	1		2					1	1	20	\$ 4,168.00
Project Management		4	8								4		16	\$ 3,160.00
Use below if subconsultant performs this task and not above														
Subconsultant's Rates ----->														
Site visits (2), fuel system design													0	\$32,100.00
													0	\$ -
LABOR TOTAL	0	15	49	8	0	106	4	0	0	0	6	7	195	\$64,843.00

		Distance	# of Trips	Rate	Time
Mileage	\$ -	517	0	\$ 0.625	8:00
Printing, Shipping, Misc. Project Costs	\$ 132.00				
Lodging	\$ -		0	\$ 117.70	
Per Diem (Travel Day)	\$ -		0	\$ 44.25	
Per Diem (Standard Day)	\$ -		0	\$ 59.00	
Total Direct Expenses	\$ 132.00				

CONTRACT DOCUMENTS

Element 5	Hourly Breakdown													Labor Cost
	Principal	Dept. Manager	Program Manager	Sr. Proj. Manager	Project Manager	Project Engineer	Engineer 1	Sr. Planner	Planner 2	Planner 1	Admin. Staff	Sr. Owner Rep.	Total Man Hrs	
	\$ 268.00	\$ 265.00	\$ 225.00	\$ 195.00	\$ 156.00	\$ 136.00	\$ 100.00	\$ 191.00	\$ 131.00	\$ 100.00	\$ 75.00	\$ 131.00		
Front end contract documents		1	3	1		12					6		23	\$ 3,217.00
Technical specifications		1	3	1		12					6	2	25	\$ 3,479.00
Engineering cost estimate		1	2	1		4							8	\$ 1,454.00
													0	\$ -
													0	\$ -
Use below if subconsultant performs this task and not above														
Subconsultant's Rates ---->														
													0	\$ -
													0	\$ -
														\$ -
LABOR TOTAL	0	3	8	3	0	28	0	0	0	0	12	2	56	\$ 8,150.00

		Distance	# of Trips	Rate	Time
Mileage	\$ -	517	0	\$ 0.625	8:00
Printing, Shipping, Misc. Project Costs	\$ 100.00				
Lodging	\$ -		0	\$ 117.70	
Per Diem (Travel Day)	\$ -		0	\$ 44.25	
Per Diem (Standard Day)	\$ -		0	\$ 59.00	
Total Direct Expenses	\$ 100.00				

ENGINEER'S DESIGN REPORT

Element 6	Hourly Breakdown												Total Man Hrs	Labor Cost
	Principal	Dept. Manager	Program Manager	Sr. Proj. Manager	Project Manager	Project Engineer	Engineer 1	Sr. Planner	Planner 2	Planner 1	Admin. Staff	Sr. Owner Rep.		
	\$ 268.00	\$ 265.00	\$ 225.00	\$ 195.00	\$ 156.00	\$ 136.00	\$ 100.00	\$ 191.00	\$ 131.00	\$ 100.00	\$ 75.00	\$ 131.00		
Engineer's Design Report		1	2	1		16					4		24	\$ 3,386.00
													0	\$ -
													0	\$ -
													0	\$ -
													0	\$ -
Use below if subconsultant performs this task and not above														
Subconsultant's Rates ----->														
													0	\$ -
													0	\$ -
														\$ -
LABOR TOTAL	0	1	2	1	0	16	0	0	0	0	4	0	24	\$ 3,386.00

		Distance	# of Trips	Rate	Time
Mileage	\$ -	517	0	\$ 0.625	8:00
Printing, Shipping, Misc. Project Costs	\$ 39.00				
Lodging	\$ -		0	\$ 117.70	
Per Diem (Travel Day)	\$ -		0	\$ 44.25	
Per Diem (Standard Day)	\$ -		0	\$ 59.00	
Total Direct Expenses	\$ 39.00				

COORDINATION, REVIEW, AND COMMENTS

Element 7	Hourly Breakdown													Labor Cost
	Principal	Dept. Manager	Program Manager	Sr. Proj. Manager	Project Manager	Project Engineer	Engineer 1	Sr. Planner	Planner 2	Planner 1	Admin. Staff	Sr. Owner Rep.	Total Man Hrs	
	\$ 268.00	\$ 265.00	\$ 225.00	\$ 195.00	\$ 156.00	\$ 136.00	\$ 100.00	\$ 191.00	\$ 131.00	\$ 100.00	\$ 75.00	\$ 131.00		
Submit "pre-final" bid pkg. for GDOT, Sponsor rvw.			1			2					1		4	\$ 572.00
Address GDOT, Sponsor review comments.		1	6	1		16					4	1	29	\$ 4,417.00
Submit "ready for bid" bid package for approval.			1			2					1		4	\$ 572.00
													0	\$ -
													0	\$ -
Use below if subconsultant performs this task and not above														
Subconsultant's Rates ---->														
													0	\$ -
													0	\$ -
														\$ -
LABOR TOTAL	0	1	8	1	0	20	0	0	0	0	6	1	37	\$ 5,561.00

	Distance	# of Trips	Rate	Time
Mileage \$ -	517	0	\$ 0.625	8:00
Printing, Shipping, Misc. Project Costs \$ 114.00				
Lodging \$ -		0	\$ 117.70	
Per Diem (Travel Day) \$ -		0	\$ 44.25	
Per Diem (Standard Day) \$ -		0	\$ 59.00	
Total Direct Expenses \$ 114.00				

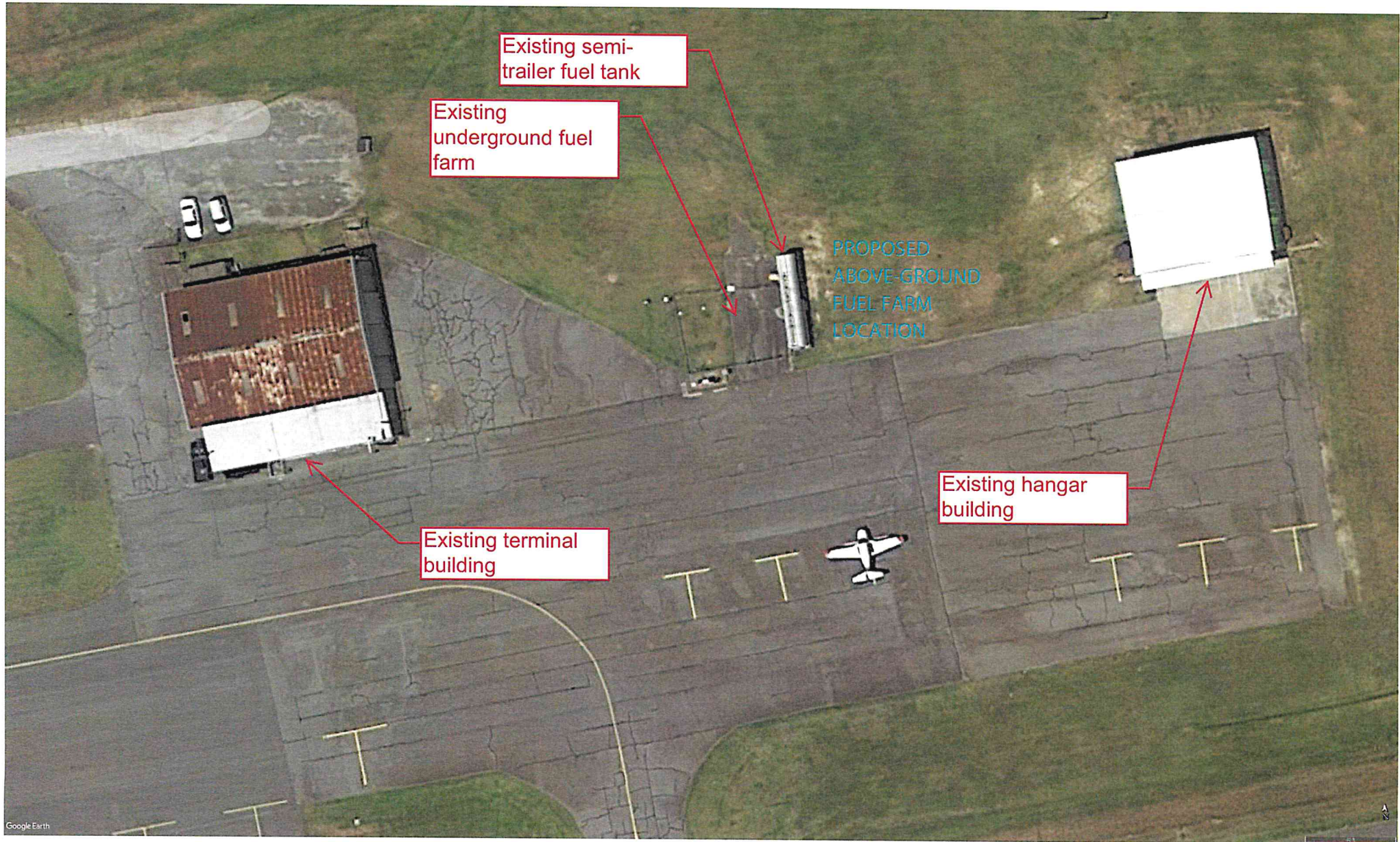
YEAR 2022

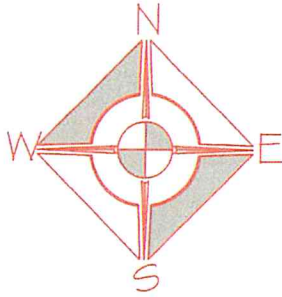
BILLING HOURLY RATES		PROFIT %	OVERHEAD %	LABOR
Principal	\$268.00	10.00%	161.59%	\$ 93.15
Dept. Manager	\$265.00	10.00%	161.59%	\$ 92.15
Program Manager	\$225.00	10.00%	161.59%	\$ 78.05
Sr. Proj. Manager	\$195.00	10.00%	161.59%	\$ 67.84
Project Manager	\$156.00	10.00%	161.59%	\$ 54.11
Project Engineer	\$136.00	10.00%	161.59%	\$ 47.13
Engineer 1	\$100.00	10.00%	161.59%	\$ 34.91
Sr. Planner	\$191.00	10.00%	161.59%	\$ 66.33
Planner 2	\$131.00	10.00%	161.59%	\$ 45.38
Planner 1	\$100.00	10.00%	161.59%	\$ 34.91
Admin. Staff	\$75.00	10.00%	161.59%	\$ 26.18
Sr. Owner Rep.	\$131.00	10.00%	161.59%	\$ 45.38

NOTE:

Insert labor, audited overhead, and profit.
Spreadsheet will calculate billing rate.

EXHIBIT C PROJECT AREA SKETCH





JOEY BROCK LAND SURVEYING, LLC

271 ROBERT WILLIS ROAD
CAIRO, GEORGIA 39827

PHONE/FAX: 229-377-0737
GEORGIA - ALABAMA

PROPOSAL / CONTRACT

12/15/22

CLIENT: Passero Associates, LLC
3855 Shallowford Road
Marietta, Georgia 30062
Attn: Michael R. Joseph, PE

SITE LOCATION / DESCRIPTION:

The site to be surveyed is approximately 2 acres +/- located on Airport Road, Camilla, Mitchell County, Georgia.

SCOPE OF SERVICES AND FEE:

Joey Brock Land Surveying, LLC (JBLS) will provide a topographic survey with 1 foot intermediate contours and 5 foot index contours. The defined area of the topo is shown on the attached map. JBLS will locate all visible features within the defined area. A utility design locate will be used for utilities. All elevations will be tied to NGVD 88 for vertical datum and NAD 83 for horizontal datum and will be tied to the airport PACS and SACS whenever possible. The deliverable will be a digital cad file in .dwg format. All deliveries will be made to the client and all comments will be directed through said client. Written authorization to proceed must be received prior to commencing work on this project.

ESTIMATED FEE:

TOPO: \$2,500.00

~~**SUE LEVEL B: \$22,000.00**~~



February 6, 2023

Mr. Michael R. Joseph, PE
Passero Associates, LLC
3855 Shallowford Rd., Suite 310
Marietta, GA 30062

RE: Proposal for Limited Soil Investigation
CXU Fuel Farm
Camilla, Mitchell County, Georgia
Contour Proposal No: E22PAS-838 Rev.1

Dear Michael:

Contour Engineering, LLC (Contour) appreciates the opportunity to submit this proposal to conduct a Limited Soil Investigation for the above referenced site. More specifically, the investigation will be limited to those soils in and around the areas of the existing underground storage tank (UST) system, existing trailer fueling above ground storage tank (AST), associated dispensers and product piping and the area of the proposed AST fuel farm area.

Provided below is our proposed scope of work, schedule, compensation and listing of assumptions and exceptions.

SCOPE OF WORK

- Notify the public utility locate service (Georgia 811) prior to beginning work.
- Mobilize a Geoprobe drilling rig to advance up to seven (7) soil borings at the Subject Property using direct push technology (DPT) drilling methods for the collection of soil samples. Four (4) soil borings will be advanced in the areas of the existing UST, AST and dispenser and product piping. Three (3) soil borings will be installed in and around the area of the proposed AST fueling system. The proposed boring locations are presented on Figure 1.
- Soil samples will be collected continuously during boring advancement and field screened using a photoionization detector (PID). Up to 2 soil samples from each boring will be submitted to the laboratory for analysis based on field screening results and/or visual observations. The soil samples from each boring will be submitted for laboratory analysis of volatile organic compounds (VOCs) and polycyclic aromatic hydrocarbons (PAHs) by United States Environmental Protection Agency (EPA) Methods 8260B and 8270D, respectively.
- Following sample collection, each boring location will be plugged and abandoned using the drilling cuttings/spoils and bentonite following sample collection. The surface will be patched to match the surrounding area (i.e., concrete, asphalt or landscaping).
- A Limited Soil Investigation Report will be prepared summarizing our activities, findings and proposed recommendations.

SCHEDULE

Contour anticipates, based on driller availability, that the field activities can be conducted within 4 weeks upon issuance of notice to proceed. The Limited Soil Investigation Report will be submitted within 2 weeks upon completion of field activities.

COST ESTIMATE

Contour Engineering, LLC will invoice all activities on a **lump sum basis for \$7,450**. A brief summary of the costs has been included below:

Drilling Oversight and Sample Collection	\$ 2,000
Driller/Geoprobe/Equipment	\$ 1,950
Analytical	\$ 2,300
Phase II Report/ Proj. Mgmt/Admin	\$ 1,200
Total	\$ 7,450

CRITICAL ASSUMPTIONS

- The client will secure appropriate approvals from property owners and tenants for Contour Engineering, LLC to access and investigate the property as necessary.
- It is assumed that full access to the property will be available upon arrival.
- It is assumed that standard laboratory turn-around-time (5 to 7 business days) will be applicable for this site.
- The subject property boundaries are clearly identified on-site; if not, a legible survey plat will be provided to Contour Engineering, LLC by client.
- Site conditions are assumed to be normal and will not require unusual efforts to complete the above referenced scope of work.
- It is assumed that a public utility locate service will be sufficient for marking all utilities. It is assumed that utility drawings will be submitted to Contour Engineering, LLC prior to field activities.
- It is assumed that the depth of each soil boring will not exceed 25 feet.
- It is assumed drill cuttings/spoils from each boring can be spread onsite or returned to the boreholes. Costs for containerization, waste characterization, and disposal of drill cutting/spoils are not included in this proposal.
- It is assumed that all drilling activities can be conducted in one day.

Thank you for considering Contour Engineering, LLC for your project. Please contact our office if you have any questions or require additional information.

Sincerely,
Contour Engineering, LLC

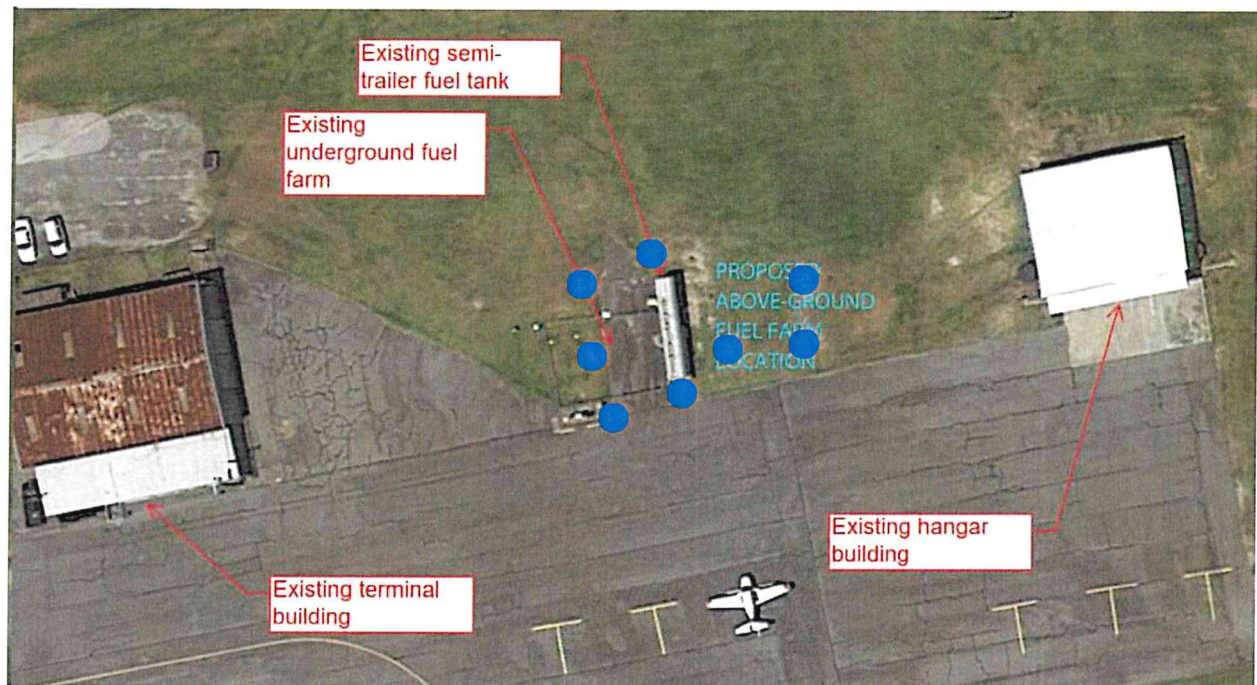


Kevin W. McGowan
Vice President

Attachment: Agreement for Services



Figure 1: Soil Boring Plan



● = Proposed Soil Boring Location



February 3, 2023 (Revised)

Passero Associates, LLC
3855 Shallowford Rd., Suite 310
Marietta, GA

Attention: Michael R. Joseph, P.E.
Program Manager

Reference: Proposal for Geotechnical Evaluation
CAMILLA-MITCHELL COUNTY CXU FUEL FARM
Camilla, Mitchell County, Georgia
Proposal No: G22PAA-873R

Dear Michael:

Contour Engineering, LLC appreciates the opportunity to submit this fixed fee proposal to provide a subsurface investigation for the site referenced above.

PROJECT INFORMATION & SCOPE OF WORK

The scope of work for this project consists of constructing an above-ground fuel farm that includes a spill containment pad to hold two 12,000-gallon fuel tanks and an approximately 25 ft. x 50 ft. concrete fueling apron at the Camilla-Mitchell County CXU located in Camilla, Georgia. Based on a cursory review of available aerial imagery, the site appears to be currently covered with grass and existing fueling facilities and, therefore, should be accessible to our equipment without the need for site access clearing. We have prepared this proposal including performing soil test borings in this area to aid in this investigation.

Based on the preliminary project information provided, Contour's work will include evaluation subgrade conditions where the tank installation/spill containment pad and concrete apron will be constructed. After necessary site access clearing, we plan to perform a total of three (3) Standard Penetration Test (SPT) borings to depths of 25 feet and collect representative soil samples from the subgrade at the boring locations. This work will also include laboratory testing (CBR, soil proctor, wash no. 200 grain-size analysis, and Atterberg limits, etc.) and engineering analysis required to prepare an engineering report.

Engineering Services

Upon completion of the field exploration and Laboratory program, a report of our findings will be prepared that will include the following information:

1. Description of subsurface conditions including detailed boring records and profiles
2. Total existing subgrade conditions including topsoil thicknesses
3. Classification tests and summary of the laboratory results
4. Recommendations for above-ground tank foundations and apron subgrade preparation
5. Recommendations for soil parameters (CBR, modulus of subgrade reaction $[k]$, coefficient of friction $[\text{sliding}]$ for concrete pavement, etc.)



CXU Fuel Farm

I. Field Exploration

• Geotechnical Drilling (includes mobilization of drill rig & crew)	\$ 1,950.00
• Asphalt Coring/Patching (½-day)	\$ 300.00
• Field Engineer (site layout, coord., logging)	<u>\$ 1,000.00</u>
Subtotal	\$ 3,250.00

II. Laboratory Services

• Atterberg Limit Tests (3 tests @ \$100.00 per test)	\$ 300.00
• Wash no. 200 Sieve Analysis (3 tests @ \$75.00 per test)	\$ 225.00
• Moisture Content Tests (3 tests @ \$25.00 per test)	\$ 75.00
• Lab CBR tests, 1 @ \$500.00	\$ 500.00
• Standard Proctor Tests (1 tests @ \$150.00 per test)	<u>\$ 150.00</u>
Subtotal	\$ 1,250.00

III. Engineering Services & Report Development	\$ 2,000.00
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TOTAL GEOTECHNICAL EVALUATION	<u>\$ 6,500.00</u>
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SCHEDULE

We are prepared to start the field program immediately after receipt of written authorization to proceed and utility clearance. The field work will be completed in ten business days. The written report will be completed within four weeks of authorization.

CLOSING

Thank you for considering Contour Engineering, LLC for your geotechnical needs. Please contact our office if you have any questions.

Sincerely,
Contour Engineering, LLC



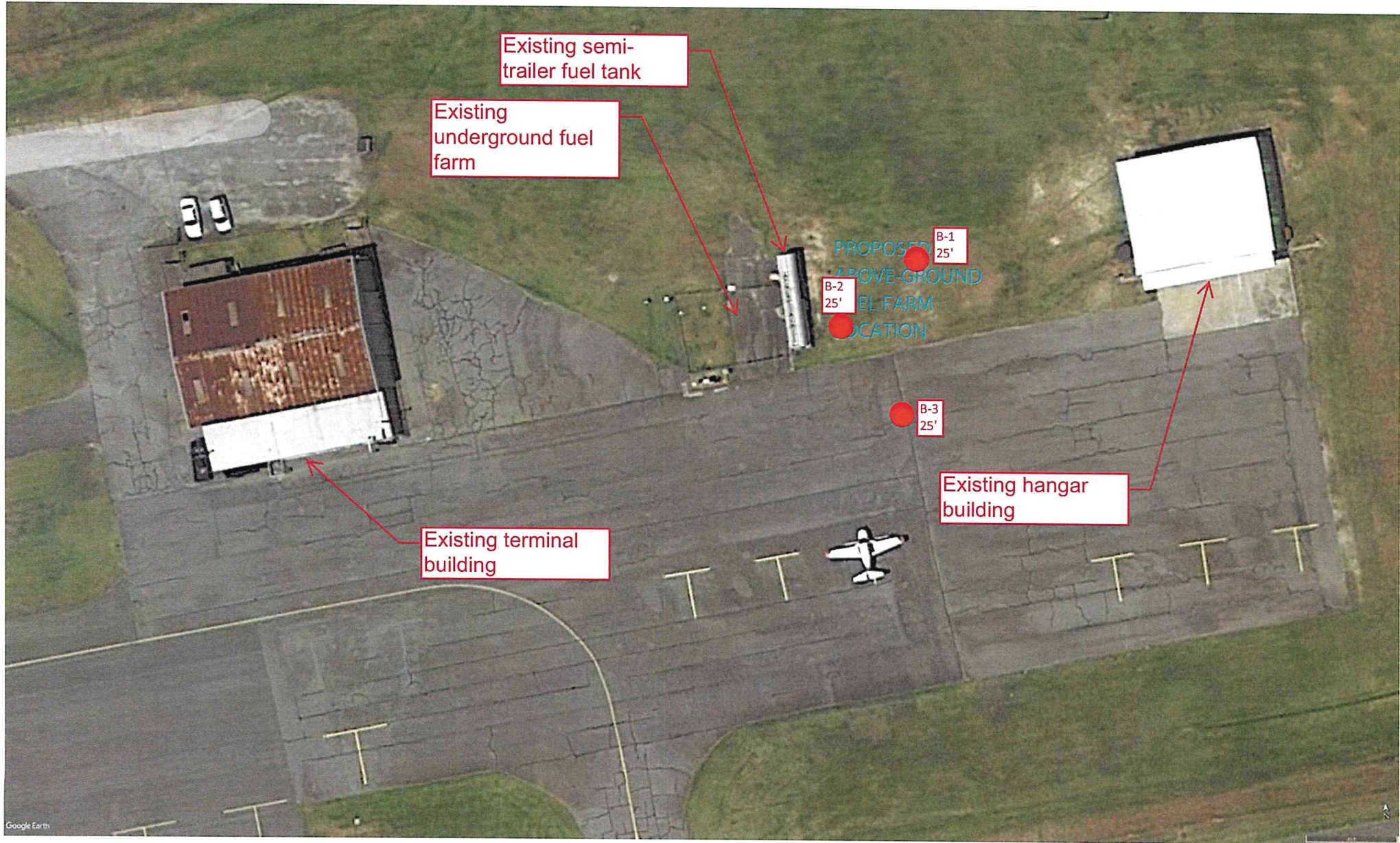
William G. Faircloth, Jr., P.E.
Principal Engineer

Copies Submitted: PDF Via Email to Addressee

Attachment: Proposed Boring Locations



EXHIBIT C PROJECT AREA SKETCH



● PROPOSED BORING LOCATIONS



PROPOSAL

FUEL STORAGE SYSTEM DESIGN & UST FUEL SYSTEM CLOSURE

CAMILLA-MITCHELL COUNTY AIRPORT CAMILLA, GEORGIA

March 27, 2023 - **REVISED**

PURPOSE & SCOPE OF WORK

This proposal is for The Lynch Group, Inc. (TLG) to provide Passero Associates (Passero) with the required engineering services for the installation of an aviation fuel storage facility that will consist of two (2) aboveground fuel storage tanks and the associated pumping systems to be installed at the Camilla-Mitchell County Airport in Camilla, Georgia. The project will also include the development of specifications, permitting assistance, and development of the required Underground Storage Tank (UST) Closure Report to the state of Georgia for the closure of the existing USTs. Specifications for the UST closure method will also be developed.

The project tasks will include the following services:

PHASE I - Engineering Design and Development of Specifications

A site visit will be conducted to determine the owner's exact needs and a determination made of the best orientation for the new tanks and pumping equipment. The availability of the required electrical power supply, delivery truck access, potential fire code issues, storm water discharges, and other project related items will also be reviewed during site visit.

The new fuel storage facility will be designed for two (2) 12,000-gallon aboveground double-wall UL-142 fuel storage systems. One (1) tank system will contain Av Gas and the other will contain Jet A fuel. The fueling systems will provide 24-hour self-service capability. The design will include selection of the tank, the design of the pumping system, the design of the associated electrical system, the concrete support pad, and a fuel transfer pad. The design will be in accordance with the Code of Federal Regulations Chapter 40 Part 112 "Oil Pollution Prevention", as well as all applicable fire codes, building codes, recommended practices of the American Petroleum Institute (API) and applicable elements of ATA Specification 103. It is understood

that the fuel offload rate will be 200 GPM for each tank and the self-service dispensing rate will be approximately 20 GPM for the Av Gas system and approximately 35 GPM for Jet A system.

An engineering package will be created which will contain drawing sheets for structural (concrete tank pad and loading/off-loading fuel transfer pad); electrical (panel, conduits, wiring, and grounding); and mechanical (tanks, pumps, motors, piping, valves, etc.). In addition, project specifications will be created to supplement the engineering design drawings. A second site visit for confirmation of design and to conduct a meeting with the state and local fire marshal will be conducted prior to construction.

NOTE: This proposal assumes that the needed electrical power for the new fuel system is available from existing electrical service near the new fuel farm location.

NOTE – It is understood that geotechnical information and site survey data will be provided to TLG prior to the start of the design.

In addition to the design of the new fuel systems, specifications will be developed for the proper closure of the two (2) existing underground storage tanks (USTs). The closure specifications will meet the federal Environmental Protection Agency (EPA) and the state of Georgia environmental regulatory requirements.

PHASE II – BIDDING ASSISTANCE

Costs not included at this time

PHASE III – SPILL PREVENTION CONTROL AND COUNTERMEASURE (SPCC) PLAN

Costs not included at this time

PHASE IV – CONSTRUCTION PHASE SERVICES & UST CLOSURE ASSESSMENT

Costs not included at this time

Items not included:

- Site Survey
- Geotechnical Study/Soil Study
- Civil Engineering
- Design of an Access Road
- Storm Water Related Items
- Bidding Assistance including RFI Responses
- Permit Fees and Taxes
- Construction and Closure Activities
- Construction Phase Services
- UST Closure Report
- Spill Prevention Control And Countermeasure (SPCC) Plan

TOTAL ESTIMATED TLG PROJECT COSTS

This project will be conducted on a lump sum basis. The total estimated TLG cost for the Phase I portion of the project is **\$32,100**. The costs for Phases II through IV portions of the project are "not" included at this time. TLG will invoice once per month based on percent complete, and Passero Associates shall pay TLG within thirty (30) days from when payment is received from the client for the described work.

This proposal is valid for 45 days and TLG shall start work upon receipt of the signed agreement. If you are in agreement with this proposal, please sign below at Authorization to Proceed. If you have any questions, please do not hesitate to contact us at your convenience. We appreciate this opportunity and look forward to working with you.

Sincerely,

The Lynch Group, Inc.


Ronald S. Lynch
President

Authorization to Proceed

Michael Joseph
Passero Associates

Date _____

A service charge of 1.5 % per month will be charged on all invoices unpaid after thirty days. Client shall notify Consultant in writing, at the address below, within 5 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed amount.

EXEMPT POSITIONS

As of April 10, 2023

	Position	Grade	Minimum - Annual	Midpoint - Annual	Maximum - Annual
	Not assigned at this time	43	\$ 36,363.64	\$ 45,454.55	\$ 54,545.45
	Not assigned at this time	44	\$ 40,000.00	\$ 50,000.00	\$ 60,000.00
Main Street	MAIN STREET DIRECTOR	44	\$ 40,000.00	\$ 50,000.00	\$ 60,000.00
Customer Service	REVENUE OPERATIONS MANAGER	45	\$ 44,000.00	\$ 55,000.00	\$ 66,000.00
Customer Service	ADMINISTRATIVE OPERATIONS MANAGER	45	\$ 44,000.00	\$ 55,000.00	\$ 66,000.00
Airport	AIRPORT MANAGER	46	\$ 48,400.00	\$ 60,500.00	\$ 72,600.00
City Clerk	CITY CLERK	46	\$ 48,400.00	\$ 60,500.00	\$ 72,600.00
Planning	HOUSING ADMINISTRATOR	46	\$ 48,400.00	\$ 60,500.00	\$ 72,600.00
Human Resources	HR DIRECTOR	47	\$ 53,240.00	\$ 66,550.00	\$ 79,860.00
Planning	CHIEF BUILDING OFFICIAL	47	\$ 53,240.00	\$ 66,550.00	\$ 79,860.00
Executive	EXECUTIVE ASSISTANT	47	\$ 53,240.00	\$ 66,550.00	\$ 79,860.00
Planning	ECONOMIC DEVELOPMENT DIRECTOR	48	\$ 58,564.00	\$ 73,205.00	\$ 87,846.00
Planning	PLANNING & DEVELOPMENT DIRECTOR	48	\$ 58,564.00	\$ 73,205.00	\$ 87,846.00
Natural Gas	NATURAL GAS SUPERINTENDENT	48	\$ 58,564.00	\$ 73,205.00	\$ 87,846.00
Public Works	PUBLIC WORKS SUPERINTENDENT	48	\$ 58,564.00	\$ 73,205.00	\$ 87,846.00
Water Sewer	WATER SEWER SUPERINTENDENT	48	\$ 58,564.00	\$ 73,205.00	\$ 87,846.00
Electric	ELECTRIC SUPERINTENDENT	50	\$ 70,862.44	\$ 88,578.05	\$ 106,293.66
Direct Report	UTILITIES DIRECTOR	51	\$ 77,948.68	\$ 97,435.86	\$ 116,923.03
Direct Report	CHIEF FINANCIAL OFFICER	52	\$ 85,743.55	\$ 107,179.44	\$ 128,615.33
	Not assigned at this time	53	\$ 94,317.91	\$ 117,897.38	\$ 141,476.86
	Not assigned at this time	54	\$ 103,749.70	\$ 129,687.12	\$ 155,624.55

EXEMPT POSITIONS
As of October 1, 2022

	Position	Grade	Minimum - Annual	Midpoint - Annual	Maximum - Annual
	Not assigned at this time	43	\$ 36,363.64	\$ 45,454.55	\$ 54,545.45
	Not assigned at this time	44	\$ 40,000.00	\$ 50,000.00	\$ 60,000.00
Main Street	DOWNTOWN CAMILLA MANAGER	44	\$ 40,000.00	\$ 50,000.00	\$ 60,000.00
Customer Service	CUSTOMER SERVICE MANAGER	45	\$ 44,000.00	\$ 55,000.00	\$ 66,000.00
Customer Service	CASHIER MANAGER	45	\$ 44,000.00	\$ 55,000.00	\$ 66,000.00
Airport	AIRPORT MANAGER	46	\$ 48,400.00	\$ 60,500.00	\$ 72,600.00
City Clerk	CITY CLERK	46	\$ 48,400.00	\$ 60,500.00	\$ 72,600.00
Planning	HOUSING ADMINISTRATOR	46	\$ 48,400.00	\$ 60,500.00	\$ 72,600.00
Human Resources	HR DIRECTOR	47	\$ 53,240.00	\$ 66,550.00	\$ 79,860.00
Planning	CHIEF BUILDING OFFICIAL	47	\$ 53,240.00	\$ 66,550.00	\$ 79,860.00
Executive	EXECUTIVE ASSISTANT	47	\$ 53,240.00	\$ 66,550.00	\$ 79,860.00
Planning	ECONOMIC DEVELOPMENT DIRECTOR	48	\$ 58,564.00	\$ 73,205.00	\$ 87,846.00
Planning	PLANNING & DEVELOPMENT DIRECTOR	48	\$ 58,564.00	\$ 73,205.00	\$ 87,846.00
Natural Gas	NATURAL GAS SUPERINTENDENT	48	\$ 58,564.00	\$ 73,205.00	\$ 87,846.00
Public Works	PUBLIC WORKS SUPERINTENDENT	48	\$ 58,564.00	\$ 73,205.00	\$ 87,846.00
Water Sewer	WATER SEWER SUPERINTENDENT	48	\$ 58,564.00	\$ 73,205.00	\$ 87,846.00
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	Not assigned at this time	53	\$ 94,317.91	\$ 117,897.38	\$ 141,476.86
	Not assigned at this time	54	\$ 103,749.70	\$ 129,687.12	\$ 155,624.55