

**MINUTES – REGULAR MEETING  
CITY OF CAMILLA, GEORGIA  
APRIL 12, 2021**

The regular meeting of the Mayor and City Council of the City of Camilla was called to order at 6:30 p.m. on Monday, April 12, 2021 by Mayor Owens.

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

City Manager Steve Sykes, City Attorney Tommy Coleman, and City Clerk Cheryl Ford were also present via Zoom.

**OPENING PRAYER AND PLEDGE**

Mayor Owens gave the invocation and led the Pledge of Allegiance to the Flag.

**APPROVAL OF AGENDA**

On motion by Councilman Campbell, seconded by Councilman Pollard, the motion to approve the April 12, 2021 agenda as presented passed by a unanimous vote.

**APPROVAL OF MINUTES**

On motion by Councilwoman Willingham, seconded by Councilman Morgan, the minutes from the March 8, 2021 City Council Meeting were approved as presented by a unanimous vote.

**NON-AGENDA ITEM SPEAKER APPEARANCES  
ADAM DIXON, LAMAR HARRIS, and XAVIER DANIELS**

Mayor Owens recognized the following scheduled speakers: Adam Dixon (not present). Mr. Lamar Harris was recognized next and stated he has a camp on June 12<sup>th</sup> and trailblazers who have done a lot for the city are coming in to host the free all-stars camp for kids in the 4<sup>th</sup> through 12<sup>th</sup> grades. It will be from 9:00 a.m. to 3:00 p.m. and is an opportunity for kids to hear from people who walked these streets and are coming back to give such as Rickey Parker, Rufus McDuffie, Antonio Haynes, and others. They have done a lot for the city and he is asking the community for support. The kids will be fed and asked if the City would supply water. The camp will cover all sports: basketball, volleyball, tennis, track and field, and football and all high school coaches will be on their posts. There will be a lot of activities and the camp will be hosted at the high school. Mayor Owens asked him to reach out to the city manager with his specific request. City Manager Sykes commented he could call him to see what the City can do to assist. Mr. Harris commented he called these young men one time and they all wanted to come back and volunteer because they feel like it is needed. He had support in doing that and appreciates anything the City can do. Councilman Morgan asked Coach Harris if any volunteer opportunities were available and he replied they have people coming in. Anyone can give back and there will be encouraging words throughout the day to help encourage the kids. Councilman Pollard asked Coach Harris for his phone number to make sure Steve has an opportunity to speak with him. Coach Harris provided his contact information and Mayor Owens thanked him for calling in.

### **NON-AGENDA ITEM SPEAKER APPEARANCES (cont.)**

The last scheduled speaker was Xavier Daniels. Mr. Daniels stated he is founder and CEO of Firebomb Fragrances located 90 N. Harney Street, Camilla. He has spoken with everyone and assumes they should have had a part in the ongoing bathroom issue. He spoke with them via text message, at his shop, or telephone and they never came up with a resolution. Someone tried to get his landlord to evict him and after speaking with the landlord the eviction was dropped due to other circumstances. He is now left with several different issues: loss of wages, loss of product, downtime, and things that occurred during the process of him being under the attempt of eviction. Nothing happened with the City as far as attempting to turn his lights off in ten days or the other attempts and letters that occurred. It is now time for him to get back in operation and wants to know how they are going to handle the situation going forward. Mayor Owens commented there are a couple of issues he pointed out that are important. The first is a code issue in terms of the City's ordinance. With that ordinance in place, there is a reasonable expectation of compliance. One of the things they want to do is be as fair as they can. If there are any mitigating circumstances related to anything they do in terms of policy in the City, they want to make sure they take all of that into account. Considering there may be more than his business related to the restroom part of the code could be a mitigating circumstance worth looking in to. In talking with him and the city manager there may be an opportunity as it relates to the compliance piece. In terms of policy it has to be followed. The city council voted on it and put it in action and the expectation is it will be enforced; however, if there are mitigating circumstances they will want to look at it. Mayor Owens called on City Manager Sykes for his thoughts. City Manager Sykes stated there are three businesses in town who paid their business license to operate through the rest of the year and are currently out of compliance. Two are businesses that have been in place for several years and the third is Mr. Daniels' business. To treat everyone the same we are allowing each one to operate under their current business license through the end of the year (December 31<sup>st</sup>). All three businesses will have to understand if they are not in compliance by the end of the year the City will not be able to renew their business license or consider renewal until they are in compliance. Compliance means the mandatory requirement of a sink and toilet for every business located in Camilla. Mr. Daniels commented the code states for a traditional brick and mortar building and his is not a traditional building. He asked if they could get something that shows non-traditional buildings have a certain code and/or rule and does not think it is fair to hold them to the same standards as Wal-Mart or a 5,000 sq.ft. building. He is in a 12' x 24' and not a traditional building of brick and mortar. It states traditional building and his is not. City Manager Sykes responded he did not see the language he is referencing in the code but that is not to say they could not review and see if there are other standards for the Council to consider and adopt. He will be glad to do that and at this point we do not have this option. Mr. Daniels commented they are going by two different codes for the bathroom and plumbing. The last time they had a meeting he asked for a copy of the actual code they are using and still has not received it. City Manager Sykes responded he would get him a copy of the code. Mayor Owens commented administratively the city manager determined more than one business falls in the same category as his. He is saying because there are businesses in operation prior to Mr. Daniels' and out of compliance, he is willing to give all three businesses until the end of the year to come in to compliance. Mr. Daniels asked what compliance was since his is not a traditional building. He is fine with the rules but needs to know what to comply with and what rule he is following. What was going on prior to him does not have anything to do with 90 N. Harney Street. Mayor Owens commented the city manager is acknowledging there are

### **NON-AGENDA ITEM SPEAKER APPEARANCES (cont.)**

businesses operating out of compliance of the current code. What he is willing to do administratively is say the three businesses, which includes Mr. Daniels, go ahead and operate under the current business license until the end of December. What he recommends is if the Council needs to look at the code in terms of traditional and non-traditional buildings is between now and December for Mr. Daniels to talk to councilmembers in his district to see if legislation can be introduced to the Council for consideration to add more clarity, if needed, and the types of buildings and businesses. Mr. Daniels stated that is administratively but what will they do financially with him having downtime, loss of wages, and employees because this affected a lot of different stuff. Mayor Owens stated at this time, considering he has been given more than three minutes to state his case, he recommends for him to give the city manager a call on Tuesday to talk about the options discussed as it relates to the administrative side of what he is willing to do. If he [Mr. Daniels] or his representatives believe something more needs to be done, that is a decision to personally make. Mr. Daniels asked the best time to contact the city manager on Tuesday and City Manager Sykes responded anytime is fine and provided him the contact phone number. Councilman Pollard thanked Mr. Xavier for speaking to them and echoed what Mayor Owens said for him to be diligent in waiting and patient with us to get this resolved. They understand the matter that has taken place and do not take it lightly. Personally from the standpoint of an elected official he apologizes for the things that happened. He understands there was miscommunication and misunderstanding and asked for City Manager Sykes to also provide him the code he will be forwarding to Mr. Daniels. City Manager Sykes stated the code is Section 6-3-12 of the city code. Councilman Pollard asked Mr. Daniels to review and if it is something he and his representative do not agree with he can call the city manager. If there is not a resolution to what he wants there is opportunity for him to come back and talk to the Council to see if policy needs to be looked at or changed. At the conclusion of the discussion, Mayor Owens commented the understanding is the code is already in place and in terms of administration, the code adopted by the City allows for temporary license. For the enforcement side in terms of policy, the chief administrator has authority to do that. If he decides he wants to issue a temporary deal until the end of the year it is within his realm and will not require Council approval. City Manager Sykes responded there are two code sections that apply and the city code section he referenced requires all premises in the city to have a sink and toilet and the code they are going by. There is also a second code section adopted by Council and it is the International Code Council. It gives the administrator the ability to make special consideration for temporary services while the permanent services are being installed. It gives him enough flexibility to work with Mr. Daniels but ultimately he will have to provide for the basic code requirement of a toilet and a sink for the business establishment. His intent is to give him until the end of the year to install that facility along with the other two businesses currently operating without the same requirement. As long as the Council does not have an expressed problem with him doing that it is the way he will proceed. Councilman Morgan thanked Mr. Daniels' for speaking with them and the manager for hearing their concerns in not wanting to close any business in the City or within the district and providing an option to assist. To Mr. Daniels and any councilmember he commented he looks forward to exploring the code to see if it needs to be fixed as we move in to a different time. We have different business types and models and it may be time to update the code. He wanted Mr. Daniels to know he has representatives that are going to assist and look out for him and other business people in the city. Mayor Owens commented Mr. Daniels can reach

### **NON-AGENDA ITEM SPEAKER APPEARANCES (cont.)**

out to his representatives and see if legislation can be offered or created and introduced to Council to address this issue long-term. Mr. Daniels thanked them and stated his main objective was for them to see things are changing in the business world and this is not his first adventure and not his last. He thinks they can figure this out together. Mayor Owens thanked him calling in and stating his case.

### **ADMINISTRATIVE COMMITTEE**

#### **CHAMBER OF COMMERCE CONTRACT FOR PROFESSIONAL SERVICES**

The Council reviewed a contract between the City of Camilla and the Camilla Chamber of Commerce to provide professional services desired by the City. The contract will commence on May 1, 2021, terminate on September 30, 2021, and contains an automatic annual renewal on the 1<sup>st</sup> day of October. The Camilla Chamber of Commerce will render services and comply with the duties, responsibilities, terms, and conditions as described and provided for in the contract and be paid \$2,916.67 per month. The Administrative Committee recommends approval of the contract and authorizes the Mayor to execute the contract document.

A motion was made by Councilman Pollard and seconded by Councilman Palmer to approve the Professional Services Contract with the Chamber of Commerce with a termination date of September 30, 2021. Councilman Pollard asked for the city manager to bring Council up to date and if the Chamber agreed with the contract. City Manager Sykes stated he forwarded the contract for the Chamber Executive to review and discussed Exhibit A. As a reminder the special events the Chamber provides for the City will not apply through the rest of the year. The Council opted to make use of those funds as COVID relief and none of the events are applicable through September 30<sup>th</sup>. They are working on events effective October 1<sup>st</sup> and he will bring more detail back to the Council about the events. The motion to approve the professional services contract with the Camilla Chamber of Commerce and authorization for the Mayor to execute the contract document passed by a unanimous vote.

#### **CHAMBER OF COMMERCE DEPOT LEASE AGREEMENT**

The Council reviewed an office space lease agreement for property located at 212 E. Broad Street between the City of Camilla and the Camilla Chamber of Commerce. Terms of the agreement provide for the Camilla Chamber of Commerce to staff, operate, and furnish a Welcome and Tourism Center for the purpose of showcasing the City of Camilla and provide management services for the area defined as The Depot. The agreement will commence on May 1, 2021, terminate on September 30, 2021, and contains the right to renew on a year to year basis. The Administrative Committee recommends approval of the office space lease agreement and authorizes the Mayor to execute the lease agreement document.

On motion by Councilman Pollard, seconded by Councilman Campbell, the motion to approve the Office Space Lease Agreement with the Chamber of Commerce for property located at 212 E. Broad Street with a termination date of September 30, 2021 and authorization for the Mayor to execute the lease agreement document passed by a unanimous vote.

### **PROCLAMATION – PURPLE HEART CITY**

The Council reviewed a Purple Heart City Proclamation acknowledging the City's appreciation for the sacrifices our Purple Heart recipients made in defending our freedoms and the importance of recognizing them for their courage and to show them the honor and support they have earned. Execution of the Proclamation will officially proclaim the City of Camilla as a Purple Heart City and a ceremony awarding the Purple Heart City designation is scheduled for Wednesday, April 14, 2021 at 11:00 a.m. at City Hall. The Administrative Committee recommends approval of the Proclamation and authorizes the Mayor to sign.

A motion was by Councilman Pollard and seconded by Councilman Campbell. Mayor Owens commented what we are trying to do in the city is let our veterans know, particularly our Purple Heart recipients, that we think about them, respect them, and are proud to have them a part of our community. The Purple Heart is awarded to veterans wounded in combat or paid the ultimate price in combat. On Wednesday the 14<sup>th</sup>, at City Hall, the proclamation presentation will be made to military order of Purple Heart representatives. The motion to approve the Purple Heart City Proclamation and authorization for the Mayor to sign passed by a unanimous vote.

### **PROCLAMATION – CHILD ABUSE PREVENTION MONTH**

The Council reviewed a Proclamation to proclaim April 2021 as Child Abuse Prevention Month in the City of Camilla. All children deserve safe, stable, nurturing homes and communities to foster healthy growth and development. The Mayor and Council call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in the efforts to support families, thereby preventing child abuse and strengthening the community in which we live. The Administrative Committee recommends approval of the Proclamation and authorizes the Mayor to sign.

On motion by Councilman Pollard, seconded by Councilman Twitty, the motion to approve the Child Abuse Prevention Month Proclamation and authorization for the Mayor to sign passed by a unanimous vote.

### **RESOLUTION NO. 2021-04-12-1 – 401(a) DEFINED CONTRIBUTION RETIREMENT PLAN RESTATEMENT**

The Council reviewed Resolution No. 2021-04-12-1 for the City of Camilla's Georgia Municipal Association 401(a) Defined Contribution Plan. The City agrees to adopt the terms of the Adoption Agreement and any Addendum which sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Administrative Committee recommends adoption of the Resolution and authorizes the Mayor to sign.

On motion by Councilman Pollard, seconded by Councilman Palmer, the motion to adopt Resolution No. 2021-04-12-1 and authorization for the Mayor to sign passed by a unanimous vote.

## **2021 ELECTION SUPERINTENDENT – APPOINTMENT/COMPENSATION**

The Council discussed the immediate need to appoint and provide compensation for an Election Superintendent for the 2021 municipal general election for the City of Camilla. Don Gray is recommended for appointment to the position and is certified through the Georgia Secretary of State as a municipal election official and meets other requirements set forth in the Official Code of Georgia Annotated. The recommended compensation for the position is \$100.00 per month. The Administrative Committee recommends the appointment of Don Gray as Election Superintendent and sets compensation for the position at \$100.00 per month.

On motion by Councilman Pollard, seconded by Councilman Campbell, the motion to appoint Don Gray as Election Superintendent and set compensation at \$100.00 per month passed by a unanimous vote.

## **APPROVAL AND IMPLEMENTATION OF POSITION CLASSIFICATION AND PAY PLAN**

The Council reviewed and discussed in detail an Employee Position Classification and a Pay Plan prepared by City Manager Sykes. The position classification recommended for approval will provide market based wage and salary range adjustments necessary to compete with neighboring municipalities located within a 45-minute drive time from Camilla. Implementation of the Employee Position Classification will result in hourly pay increases for 36 of the City's 97 employees and does not require a budget adjustment for the 2020/2021 fiscal budget year. The Administrative Committee recommends approval of the Employee Position Classification and Pay Plan as presented with an implementation date of May 3, 2021.

A motion was made by Councilman Pollard and seconded by Councilman Palmer. Mayor Owens stated the section of the code referenced in the city manager's discussion paper did not have the second item which talked about the pay plan to be submitted annually to the City Council. We are talking about the position classification and pay plan and for the record there is a Part 1 and a Part 2. Part 2 was not on the discussion paper, specifically the pay plan. The motion to approve the Employee Position Classification and Pay Plan as presented with an implementation date of May 3, 2021 passed by a unanimous vote.

## **PUBLIC WORKS COMMITTEE**

### **COMMUNITY DEVELOPMENT BLOCK GRANT BID AWARD**

The Council reviewed bids submitted for 2020 Community Development Block Grant No. 19p-x-101-2-6116 for sewer and sidewalk improvements in the West Circle, Palmer Street, N. Butler Street, and Marietta Street area. This capital project is included in the current year budget and anticipated completion date is September 30, 2021. Two bids were received: Green's Backhoe from Thomasville and Popco, Inc. from Sylvester. Green's Backhoe was identified as low bidder with a bid amount of \$552,573.99. Still Waters Engineering, the City's engineer, recommends awarding the bid to Green's Backhoe. The Public Works Committee recommends acceptance of the low bid from Green's Backhoe and authorizes the City Manager to execute contract documents.

A motion was made by Councilman Campbell and seconded by Councilwoman Willingham. Councilman Morgan commented we received \$750,000 and if there are more steps to the project

### **COMMUNITY DEVELOPMENT BLOCK GRANT BID AWARD (cont.)**

outside of this. City Manager Sykes responded there are not and the application was for \$750,000. To be competitive the City submitted a bid of \$100,000 of additional work and the total project is \$850,000. The low bid is much lower than the project size so if the City were to award the bid to Green's Backhoe, the City's obligation to fund its' share will be \$75,000; however, the maximum benefit would be for the City to get as close to the \$850,000 project as possible. The City's intention is to provide additional project inside the scope to the Department of Community Affairs (DCA) and ask for their approval. For the areas inside the CDBG boundary we would apply for additional sidewalk and sewer work. The end result is we get more project than we competed for. In short we will ask approval inside the area to do more work and anticipate the \$552,000 will reach the \$850,000 total project. Councilman Morgan asked when they would meet as a Council to discuss the other projects to use the remainder of the funds for. City Manager Sykes responded the \$750,000 is the estimate to do the work that has been bid and we received a bid of \$552,573. We will do work in addition to the work in the discussion paper. We are under budget and do not want to send the money back and DCA to consider we have to submit similar work inside the boundary. He met with the engineer, contractor, and grant writer and they are working on an additional scope he will bring to Council. Mayor Owens commented in talking with Steve last week and the additional money above the current low bid, all of this is happening within the same target area if approved. Whatever is on that list the city manager will bring back to Council for input. City Manager Sykes responded they will prepare a list of items and the contractor has told them how much he will charge for sidewalks. The sidewalks could be made wider if DCA approves. There may be areas inside the boundary that do not have sidewalks and not included in the bid and those are the types of projects we will ask DCA to approve. We will use the price the contractor has already submitted and not go out for bids again. Green's Backhoe is also the low bidder for Marietta Street and Toombs Park parking lot and they began work this week. The motion to accept the low bid from Green's Backhoe in the amount of \$552,573.99 and authorization for the City Manager to execute contract documents passed by a unanimous vote.

### **SPLASH PARK BID AWARD**

The Council reviewed bids submitted for the Oakland Avenue Splash Park construction. The project consists of site clearing, earthwork, storm water structures, concrete pavement and sidewalk, new asphalt pavement, soil and sedimentation control, grading, fencing, and pavilion along with additional items as indicated in the contract documents. Four bids were received: Barber Contracting, CGM Construction, LRA Constructors, and Quillan Powell Construction. LRA Constructors of Albany, Georgia was identified as low bidder with a bid amount of \$613,808.00 and a completion date of 180 days. The project is budgeted in the current 2020/2021 budget using Special Purpose Local Option Sales Tax and stormwater funds. The anticipated completion date is October 29, 2021. The City's architect, Jinright, Ryan and Lynn, recommends awarding the bid to LRA Constructors. The Public Works Committee recommends acceptance of the low bid from LRA Constructors and authorizes the City Manager to execute contract documents.

**SPLASH PARK BID AWARD (cont.)**

On motion by Councilman Campbell, seconded by Councilman Palmer, the motion to accept the low bid from LRA Constructors of Albany, Georgia in the amount of \$613,808.00 and authorize the City Manager to execute contract documents passed by a unanimous vote.

**SPLASH PARK AND PLAYGROUND EQUIPMENT BID AWARD**

The Council reviewed a State contract bid for the Oakland Avenue Splash Park and Playground Equipment. The proposed design includes custom playground equipment with shade, engineered wood fiber safety surface, custom designed splash pad and water features, delivery, and installation. The City is purchasing the equipment directly utilizing a State contract bid which benefits the City with a competitive purchase price and no sales tax. The City's architect, Jinright, Ryan, and Lynn, recommends awarding the playground equipment/installation State contract bid to Great Southern Recreation of Murfreesboro, Tennessee in the amount of \$204,964.70. This capital project is budgeted in the 2020/2021 budget using Special Purpose Local Option Sales Tax Funds and has an anticipated completion date of October 29, 2021. The Public Works Committee recommends acceptance of the bid from Great Southern Recreation and authorizes the City Manager to execute contract documents.

On motion by Councilman Campbell, seconded by Councilwoman Willingham, the motion to accept the bid from Great Southern Recreation in the amount of \$204,964.70 and authorize the City Manager to execute contract documents passed by a unanimous vote.

**ORDINANCE NO. 2021-04-12-1 – TRAFFIC CONTROL SIGNAGE**

Ordinance Number 2021-04-12-1 providing for the placement of stop signs at particular street intersections within the city to protect the health, safety and welfare of the citizens was reviewed by Council. The Ordinance authorizes the City Manager or his designee, upon authorization by the City Council by Ordinance, to designate and maintain traffic control signs, including stop signs. The Ordinance provides authorization for the following stop signs: a three-way stop sign at the intersection of Palmer Street and Newton Street; a four-way stop sign at the intersection of North Butler Street and Newton Street; a four-way stop sign at the intersection of North Butler Street and Marietta Street; a three-way stop sign at the intersection of Palmer Street and Marietta Street; a three-way stop sign at the intersection of Stadium Drive and Pine Hill Circle; a three-way stop sign at the intersection of Court Drive and East Camellia Street; and a three-way stop sign at the intersection of Thomas Street and East Bennett Street. The Public Works Committee recommends adoption of the Ordinance, to waive the second reading, and authorizes the Mayor to sign.

A motion was made by Councilman Campbell and seconded by Councilman Twitty. Councilman Pollard asked about law enforcement with implementation of the stop signs since we are now in compliance. He wanted to know if there were laws we need to look at if citations were written for running the stop signs prior to this ordinance being put in place. City Manager Sykes commented he is not aware of any complaints about citations written at any of the locations and if he receives a complaint he will forward to the Police Chief to advise the circumstances and when the citation was written. If needed he will seek legal counsel. At this time he does not anticipate any issues in the short amount of time the signs have been put up. Councilman Pollard commented if we could be more proactive and speak with the Chief to see if there have been any



**ORDINANCE NO. 2021-04-12-1 – TRAFFIC CONTROL SIGNAGE (cont.)**

citations without a formal complaint. City Manager Sykes commented he will look at the locations and check with law enforcement to see if there are any reasons to bring back to Council. The motion to adopt Ordinance No. 2021-04-12-1, waive the second reading, and authorization for the Mayor to sign passed by a unanimous vote.

**ORDINANCE NO. 2021-04-12-2 – CITY STREET RENAMING**

Ordinance Number 2021-04-12-2 providing standards and procedures for naming and renaming streets within the City limits was reviewed by Council. The Planning Commission will identify all interested parties directly affected by the proposed street name changes and conduct a public hearing to consider applications to rename existing streets. Recommendations from the Planning Commission will be presented to the Mayor and City Council for public hearing and final approval by ordinance. The Public Works Committee recommends adoption of the Ordinance, to waive the second reading, and authorizes the Mayor to sign.

A motion was made by Councilman Campbell and seconded by Councilman Morgan. Councilman Morgan asked City Manager Sykes what the time line will look like for the Planning Commission to notify the policy coming into action and when applications would be made available to the public. City Manager Sykes replied once Council takes action and formally adopts the policy the staff will begin creating the form this week. It should take no longer than a week to have the procedure in place with form availability. Once the completed application is submitted to the City there is advertising time required for publication in the local newspaper and will take at least 60 days to go through advertising, public hearing, and recommendation to City Council. The motion to adopt Ordinance No. 2021-04-12-2, waive the second reading, and authorization for the Mayor to sign passed by a unanimous vote.

**CITY MANAGER'S REPORT**

City Manager Sykes commented included in the packet is the City Manager's weekly report providing information on project updates. He reminded them to provide feedback to him on the gateway signage concepts as soon as possible. The inaugural Camilla-Mitchell County Land Bank meeting is scheduled for Wednesday, May 14<sup>th</sup> at City Hall and is look forwarding to establishing the land bank with Mitchell County and Camilla. There were no reported deaths or hospitalizations for COVID and are running an average of under one new case per day in Mitchell County. An update on the CHIP program was provided in the packet.

**MAYOR'S COMMENTS**

Mayor Owens made the following comments: As they can tell from the motions tonight and from the Administrative Committee and the Public Works Committee, a lot of good stuff is happening in the City in terms of infrastructure and us moving forward. We had speaker appearances which is always good and he encouraged citizens to ask questions as it relates to what they do in terms of policy in the City and to always be encouraged to reach out to them to have a conversation. He reminded everyone the Purple Heart City Proclamation presentation to the Military Order of the Purple Heart representatives will be Wednesday, April 14<sup>th</sup> at 11:00 a.m. at City Hall.

### COMMENTS

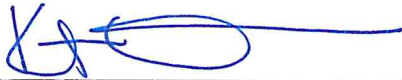
Councilman Pollard asked everyone to please excuse his ongoing work related issues tonight during the meeting. He is traveling and apologized and anytime he is in a meeting concerning the City it is very important to him. He is not in a rush to get through a meeting and it is important they hear from all citizens and to conduct the City's business.

City Manager Sykes commented plans are to resume in-person meetings beginning in May at City Hall on the 4<sup>th</sup> floor.

### ADJOURNMENT

On motion by Councilman Twitty, seconded by Councilman Pollard, the meeting was adjourned at 8:00 p.m.

BY:



KELVIN M. OWENS, MAYOR

ATTEST:



CHERYL FORD, CLERK

## CONTRACT

THIS AGREEMENT entered into this 1<sup>st</sup> day of MAY, 2021 between the **CITY OF CAMILLA**, a Georgia municipal corporation, hereinafter called "City" and the **CAMILLA CHAMBER OF COMMERCE**, of Mitchell County, Georgia, hereinafter called "Contractor."

### **WITNESSETH:**

**WHEREAS**, City is a Georgia municipal corporation engaged in providing services to its citizens, including but not limited to police/fire protection; electric, water and waste water utilities; solid waste disposal; recycling; land use planning and establishment and enforcement of various codes; promotion of economic development to expand the tax base and provide jobs for its citizens; and to promote community activities which contribute to the quality of life; and

**WHEREAS**, City wishes to employ the Contractor to provide professional services in economic development (including promotion of the City) and for the promotion of community activities; and

**WHEREAS**, the furnishing of such services by Contractor will benefit the City, its citizens and the surrounding community; and

**WHEREAS**, Contractor is desirous of furnishing such services; however, the sources of revenue available to Contractor are insufficient to defray all costs and expenses required to be incurred in the furtherance thereof; and

**WHEREAS**, after due deliberation, the City has determined that such services are necessary and beneficial to all of the citizens of the City.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants, terms, and conditions as hereinafter set forth, City and Contractor agree as follows:

1. **Term:** City agrees to employ the Contractor beginning the 1<sup>st</sup> day of May, 2021, and the Contractor agrees to be employed by the City through the 30<sup>th</sup> day of September, 2021. This Contract will automatically renew annually on the 1<sup>st</sup> day of October unless a 90 day notice is given by either party to modify terms or discontinue the agreement.
2. **Compensation:** For all services rendered by the Contractor under this agreement, compensation shall be paid to the Contractor at the rate of **\$2,916.67** per month beginning the 1<sup>st</sup> day of May, 2021, and shall continue in like amount on the same day of each month thereafter until such time as this agreement shall be modified or terminated as herein provided.
3. **Expenses:** All out of pocket expenses incurred by Contractor in the furnishing of the services herein provided, including but not limited to, travel, advertising, promotion, postage, registration and/or membership fees or dues, shall be the sole responsibility of Contractor and shall be paid by it, as and when due.

**4. City's Duties and Responsibilities:** City shall, at its own expense:

- a. Furnish information, upon request, to Contractor regarding the City, its infrastructure, utility rates and charges for other services, tax rates and economic incentive programs which may be available;
- b. Designate responsible City official(s) to attend meetings of the Contractor's Board of Directors and other meetings or Contractor 's various committees which may meet in furtherance of Contractor 's obligations hereunder;
- c. Cooperate with Contractor in the preparation of promotional materials in furtherance of this Contract; 'Cooperate with Contractor in meeting with, and providing pertinent information to, economic development prospects;
- d. Review and approve quarterly status reports submitted by the Contractor as required in Section 5(n).

**5. Contractor's Duties and Responsibilities:** The following are the obligations of Contractor:

- a. Maintain a full-time office, which shall be open during normal business hours to answer personal requests and telephone calls relative to said City, and the business, industrial and economic development thereof;
- b. Receive, process and respond to inquiries by mail, telephone and in person, relating to available space, property, and resources for retail, commercial and industrial development throughout the City and community;
- c. Help to develop and promote the commercial, industrial, and agricultural business interests of said community, and to engage in and promote such goals and projects as may be consistent with the overall goals and interests of both Contractor and City;
- d. Promote tourism, trade shows and conventions and to promote the use of motels and other lodging facilities located within the City;
- e. Conduct annual events and festivals as described in Attachment "A" with additional funding provided by the City as shown in Attachment "A";
- f. Maintain memberships and active involvement in the Georgia Chamber of Commerce and other professional industrial and economic development organizations that promote statewide and local economic development activities, such as the South Georgia Chamber of Commerce, Mitchell County Economic Growth Association (MEGA);
- g. Provide minutes for the Development Authority of the City of Camilla;
- h. Provide minutes and bookkeeping services for the Downtown Camilla Development

Authority;

- i. Provide funds to meet the general obligations of the staff and board of directors of Contractor as outlined within the scope of Contractor's annual budget;
- j. Prepare and distribute promotional literature, maps and other items necessary to effectively promote the business, industrial, and economic development throughout the community;
- k. Provide leadership and assistance in developing and executing the many community activities and events sponsored by the parties hereto;
- l. Provide its offices and other spaces for the coordination of community sponsored activities and events;
- m. Abide by all applicable laws, rules and regulations of any governmental entity, agency or subdivision.
- n. Prepare and submit a quarterly status report measuring the contract performance requirements.

**6. Records:**

- (a) All books, records, and minutes of Contractor shall contain sufficient information to disclose the services performed and projects undertaken by Contractor in the furtherance of its obligations hereunder. Such books and records shall be available to City for inspection, upon reasonable notice, at all reasonable times. Upon termination under the terms of this agreement, all records, manuals, work papers, worksheets, copies of records and reports, and all other records and financial data used in the conduct of the City's business shall be made available to the City for duplication and use by the City upon its request and such duplicate records shall thereafter belong to the City.
- (b) The Contractor will engage an independent accountant to apply agreed-upon examination procedures to the specific fees and expense items related to this Contract for each fiscal year ending September 30 during the term of this Contract. A report on the procedures performed, items examined, and the accountant's findings and conclusions will be provided to the City and the Contractor by the independent accountant. A statement summarizing the Contractor's revenues and expenses, including any adjustments made to them, will be provided to the City and the Contractor. The fee for the agreed upon procedures examination shall be paid by the Contractor.

- 7. Independent Contractor:** Nothing contained in this Contract shall be construed to constitute the Contractor as an Employee or Agent of the City, nor shall either party have any authority to bind the other in any respect Contractor is employed by City solely for the purposes and to the extent set forth in this Contract, and its relation to the City shall be that of an Independent Contractor. Contractor understands and agrees that as an independent Contractor, City is not required to withhold any federal or state income taxes or social security taxes nor is City required to pay any federal or state unemployment compensation contributions as to Contractor

or its employees.

**8. Termination of Contract:** This Contract shall immediately terminate on the first of the following events to occur:

- (a) Dissolution of Contractor as a legal entity.
- (b) Contractor's inability or failure to perform, in any material respect, its duties and responsibilities hereunder, and such failure shall continue after 30 days written notice by the City to Contractor.
- (c) Upon expiration of the term of this Contract, unless renewed by the parties hereto.

**9. Assignment:**

- a. It is agreed that the Contractor shall not have the right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder which payments and the right thereto are expressly declared to be non-assignable and non-transferable, and in the event of any attempted assignment or transfer, the City shall have no further liability hereunder.
- b. It is further agreed that Contractor may not assign this Contract in whole or in part and that any attempt by Contractor to assign or transfer its obligations or responsibilities hereunder.


**10. Time:** Time is of the essence of this Contract.

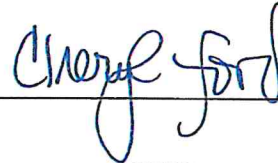
**11. Entire Agreement:** This Contract constitutes the entire Agreement of the Parties and all prior representations, understandings and agreements are hereby merged herein. No amendments, variations or understandings contrary or in addition to those contained herein shall be of any force and effect unless in writing and signed by the Parties hereto.

**12. Binding Effect:** This agreement is binding upon the parties hereto and upon their personal representatives, heirs, successors, and assigns, if assignment hereof has been permitted.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on the day and year above written.

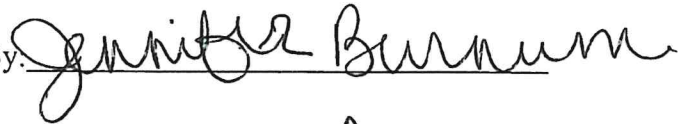
CITY OF CAMILLA (Seal)

By:   
Kelvin M. Owens, Mayor

Attest: 



CHAMBER OF COMMERCE (Seal)

By: 

Attest: 

## **Attachment “A”**

### **The Camilla Invitational Art Show - \$2,000**

*This event, held every February, attracts artists from all over the country. The purpose is to promote awareness of the arts in Southwest Georgia as well as to provide a creative outlet for local art students having an interest or seeking a career in the arts. Students from our local schools, civic groups, and many others tour the exhibit, left on display for one week. The International Festival and Events Association has ranked the show one of the top ten in the country. Presently, 30-35 artists' applications are accepted, an average of 200 people attend the opening reception, and over 500 people view the art during this week long exposition. This additional funding is needed to assist in marketing the event with the printing of color brochures to be placed in welcome centers, art centers and school systems across Georgia. These brochures are also available at the exposition throughout the week.*

### **Gnat Days - \$7,000**

*Now in its 15th year, Gnat Days has made a major comeback during the past 3 years, attracting over 500 people into our community. Immediate plans include regrouping post COVID and making sure the event is in line with the world's new “normal”. Presently, the festival includes a 5k Walk/Run, Street Dance, Pet Parade, Character Dash, Car Show, Children's play area and an Arts & Crafts Festival. With adequate marketing and development funds, we should be able to gradually increase the size of our event. The festival market is very competitive and Camilla needs this event to promote unity and community spirit to project managers and economic developers.*



### **Christmas on Broad - \$2,000**

*Around for almost 2 decades, this event has changed, progressed and changed some more! Presently, this is a late afternoon to early evening event during which participating Chamber member retail stores& shops are open with extended hours, special sales & refreshments. Several years ago we discontinued as a ticketed event to hopefully draw a bigger crowd and benefit the retail community. This event draws people from neighboring communities each year. Camilla residents love this event as well. It is a great kickoff to the Christmas season and to invoke the Christmas spirit. With additional marketing funds we have expanded this event, opening it up regionally. This contribution helps pay for the promotion of the event: posters, postage, invitations, etc. The more people we can reach and get to attend, the better for the members.*

### **Camilla Christmas Community Events - \$2,000**

*There is no such thing as a successful event without marketing. In October the Chamber puts on a Fall Bazaar in beautiful downtown Camilla and invites local talents that make things to come set up and sell. The items must be artsy, handmade, etc. We do not charge an entry fee. Also in October we host a Chili Cook-off. This event is nearly 10 years old. It is a local favorite, but it is not a money maker. Additionally in November along with several of our neighboring counties, participate in the 65-Mile Yard Sale. This sale brings people in from all over neighboring cities and even states. Folks then shop, eat, sleep, buy gas, etc. in Camilla, There is no entry fee for this event either.*

*The City's contribution allows the Chamber to provide support for these community events.*

### **Camilla Christmas Parade - \$2,000**

*The largest, lighted Christmas Parade in our area, the Camilla Chamber is proud to offer this event to the citizens of Camilla. And after 20+ years, we still do not charge an entry fee. Additional funds allow us to dazzle our citizenry even more than we do now, and to make our parade a regional event. Again, marketing materials and brochures are needed, not only for regional distribution, but for disbursement in our local schools.*

**OFFICE SPACE LEASE AGREEMENT  
BETWEEN CITY OF CAMILLA AND  
CAMILLA CHAMBER OF COMMERCE**

GEORGIA, MITCHELL COUNTY.

THIS LEASE AGREEMENT made and entered into this 1st day of May, 2021 by and between CITY OF CAMILLA as "Landlord" and CAMILLA CHAMBER OF COMMERCE as "Tenant".

**WITNESSETH THAT:**

WHEREAS, the Tenant is desirous of leasing certain office space in the Railroad Depot which is located at 212 E. Broad Street, Camilla, Mitchell County, Georgia which is owned by Landlord and Landlord has agreed to lease said space to Tenant.

IT IS MUTUALLY AGREED AS FOLLOWS:

**A. PREMISES RENTED AND USE TO BE MADE THEREOF**

The Landlord, in consideration of the rents agreed to/paid by the Tenant and of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as "provisions") herein agreed to be mutually kept and performed by both of the parties hereto, does hereby this day grant, demise and rent, upon the said covenants, agreements, provisions, terms, conditions and stipulations herein stated unto the Tenant those certain premises described as follows, to-wit:

The portion of the Railroad Depot identified as "SECTION A", more particularly shown on sketch which is attached hereto as Exhibit "A" and made a part hereof, together with all fixtures, improvements, tenements and appurtenances thereto belonging or in any ways appertaining, including but not limited to the right of ingress and egress thereto and therefrom at all times. Said premises shall be used for office space for employees of Camilla Chamber of Commerce, housing of Chamber programs or affiliate organizations (such as Better Hometown, Camilla Tomorrow, Downtown Camilla Development Authority and City of Camilla Development Authority) and for meeting facilities for Chamber meetings or community organizations.

**B. TERM OF LEASE AGREEMENT**

This agreement shall begin on May 1, 2021 and shall terminate on September 30, 2021; subject to right of Tenant to renew on a year to year basis thereafter as provided herein.

**C. OBLIGATIONS OF TENANT**

As part of the consideration for this lease, Tenant shall:

1. Staff, operate and furnish a Welcome and Tourism Center for the purposes of showcasing the City of Camilla;
2. Pay all utility, janitorial and ordinary maintenance cost in connection with the office area designated on Exhibit "A" as "SECTION A" attached hereto;
3. Provide management services for use of the remainder of the building including the banquet area and the platform area designated "SECTION B" (as delineated on Exhibit "A" attached hereto) as follows:
  - a) Develop rental policies for the banquet and platform area as delineated in "SECTION B" and submit same to the City of Camilla for review;
  - b) Develop rental rates for said area and submit same to the Camilla City Manager for review;
  - c) Acquire all furniture and furnishings for use of said banquet and platform area;
  - d) Keep and maintain appropriate accounting records for all revenues and expenses associated with the banquet and platform area including keeping and maintaining a separate bank account (known as the "Depot Rental Bank Account") to receive rental income and pay banquet and platform area related expenses including utilities, pest control and cleaning;
  - e) Keep and maintain a calendar for rental of such "SECTION B" property and serve as the exclusive rental agent for same;
  - f) On a quarterly basis, provide the City of Camilla with a list of renters for the previous quarter and any itemized accounting of income and expenses attributable to such "SECTION B" property;
  - g) The account containing the rental income required herein, shall be used to pay the Tenant a \$500.00 per month management fee for overseeing the rental and use of the banquet and platform area during any month the balance in the "Depot Rental Bank Account", after paying all associated expense and deducting deposits, exceeds \$1,000.00.

Tenant shall keep and maintain insurance on the contents and keep and maintain not less than \$1,000,000.00 in liability insurance on the entire premises with Landlord named as co-insured and loss payee on said policy. Said insurance coverage shall provide liability coverage for injuries to persons or property occurring on the depot premises or arising out of its use [including but not limited to causes of action arising out of the use of alcoholic beverages on the premises].

**D. LANDLORD'S OBLIGATION**

1. Landlord shall be obligated to provide the exclusive use and occupation of the office area described in Exhibit "A" for the Tenant excepting the Landlord's right to inspect and maintain said area;
2. Landlord shall be obligated to keep and maintain all structural aspects of the entire facility including all maintenance and repairs for walls, roofing, parking area and HVAC systems. Landlord shall pay any and all utilities, janitorial services, ordinary maintenance and general upkeep on the banquets and platform areas delineated in Exhibit "B" attached hereto in excess of those amounts available to be paid from the "Depot Rental Bank Account" for the use of said areas. A written request for such "excess funds" must be made and granted by the City of Camilla;
3. Landlord shall obtain, at its sole expense, hazard insurance for fire, wind, storm and other hazards.

**E. RENT**

The rental fee to be paid by Tenant shall be an amount equal to \$1.00 per year for the initial term and for each term thereafter unless otherwise agreed in writing by the parties. Either party may terminate this agreement, without cause, at the end of any annual term by giving written notice to the other party at least 90 days before the end of the then current annual term.

Either party may terminate this agreement for cause by giving the other party 90 days written notice. In the event that the cause for such termination is default under this agreement the defaulting party shall have 30 days after said notice to cure the default and upon such cure the termination for cause as to such default shall be null and void.

Either party may terminate this agreement immediately upon a finding of misfeasance or malfeasance of the other party provided such misfeasance or malfeasance is directly related to the landlord/tenant relationship created herein.

**F. USE AND CARE OF PREMISES**

The premises described in Section A above shall be used for the purposes stated in this Lease Agreement and for no other. The premises shall not be used for any unlawful purposes, to create in any manner a nuisance, nor in any way which could result in the Landlord's insurance being invalidated or rates increased.

**G. DESTRUCTION OR DAMAGE TO PREMISES**

If premises leased to Tenant shall be destroyed or damaged by fire or other casualty so as to make same untenable, then this lease shall terminate.

**H. STRUCTURAL REPAIRS**

Any and all signage, alterations, renovations, aesthetic changes to be made by the Tenant must first be approved in writing by the Landlord.

**I. CONSTRUCTION OF THIS LEASE AGREEMENT**

This Agreement incorporates all prior negotiations, interpretations and understandings between the parties and is the full and complete expression of their agreement. Any changes, alterations, deletions or additions to the terms set forth in this Lease Agreement must be in writing and executed by both parties.

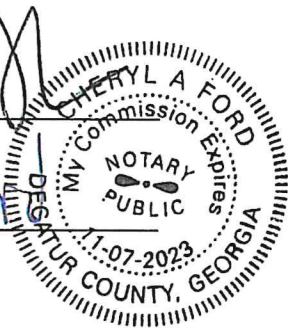
IN WITNESS WHEREOF, the Landlord and Tenant agree to the terms and conditions of this Lease Agreement as set forth above, have set their hands and affixed their seals hereto, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Witness

Notary Public

*Cheryl A. Ford*



CAMILLA CHAMBER OF COMMERCE

By:

Title *Ex. Director*

Attest:

Title

*Jennifer Bunn*

*Cheryl A. Ford*

Signed, sealed and delivered  
in the presence of:

Witness

Notary Public

*Keith Jordan*

*Tekla C. Sellars*



CITY OF CAMILLA

By:

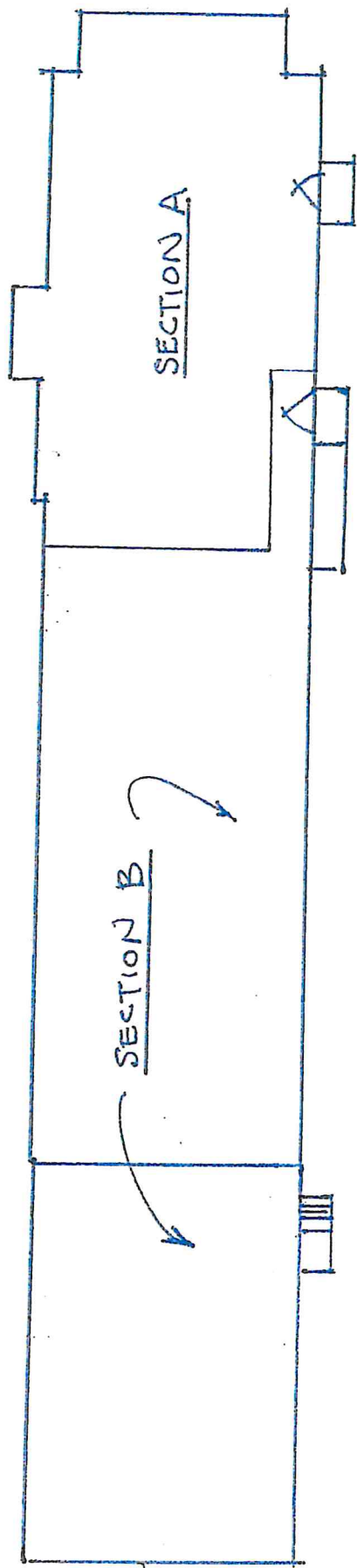
Title *MAYOR*

Attest:

Title *Cheryl Ford*



VS 19 NORTH



PARKING LOT

EXHIBIT "A"



City of Camilla, Georgia

## *Proclamation*

**WHEREAS**, the City of Camilla, Georgia has great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and

**WHEREAS**, the contributions and sacrifices of the men and women who served in the Armed Forces has been vital in maintaining the freedoms and way of life enjoyed by all of our citizens; and

**WHEREAS**, the Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782; and


**WHEREAS**, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who were wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and

**WHEREAS**, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives, and most importantly, make sure we never forget; and

**WHEREAS**, the City of Camilla, Georgia appreciates the sacrifices our Purple Heart recipients made in defending our freedoms and believe it is important we acknowledge them for their courage and show them the honor and support they have earned.

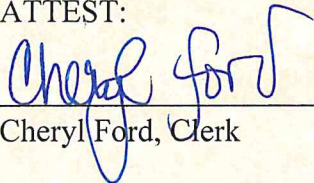
**NOW, THEREFORE**, The Mayor and City Council of the City of Camilla, Georgia do hereby proclaim Camilla, Georgia as a Purple Heart City for honoring the service and sacrifice of our nation's men and women in uniform wounded or killed while serving to protect the freedoms enjoyed by all Americans.

In witness whereof, I have here unto set my hand and caused the Seal of the City of Camilla, Georgia to be affixed, this 12<sup>th</sup> day of April, 2021.



Kelvin M. Owens, Mayor

ATTEST:



Cheryl Ford, Clerk





City of Camilla, Georgia

# *Proclamation*

**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 2021 as



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 12<sup>th</sup> day of April, in the year of Our Lord Two Thousand Twenty One.

Kelvin M. Owens, Mayor



ATTEST:

Cheryl Ford, Clerk

**RESOLUTION**

WHEREAS, the City of Camilla, Georgia, (hereinafter referred to as the "Participating Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a defined contribution plan, funded by employer contributions;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering ☒ matching and/or ☐ non-matching contributions;

WHEREAS, the Participating Employer has reviewed the Georgia Municipal Association, Inc. ("GMA") Defined Contribution Plan, as amended and restated effective as of January 1, 2017 ("Plan");

WHEREAS, the Participating Employer wishes to ☐ participate or ☒ continue participating in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement (and, if applicable, an Addendum) for the Plan; and

WHEREAS, the Mayor and Council of the City of Camilla ("Governing Authority") is authorized by law to adopt this resolution approving the Adoption Agreement (and, if applicable, Addendum) on behalf of the Participating Employer;

Therefore, the Governing Authority of the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and the Trust Agreement ("Trust") for the Plan for its Employees.

Section 2. The Participating Employer acknowledges that the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan ("Trustees") are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

Section 3.

(a) The Participating Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this resolution. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Trustees of the Plan. The

Participating Employer acknowledges that it is solely responsible for submitting Employer Contributions in accordance with the terms of this Adoption Agreement, including submitting said Employer Contributions as scheduled based on its Payroll Period or the end of the Plan Year, as applicable.

(b) The Participating Employer acknowledges that it may not be able to rely on the opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Participating Employer's Plan to be a qualified plan.

Section 4. The Participating Employer hereby authorizes Georgia Municipal Association, Inc. ("GMA"), the Provider who sponsors the Plan on behalf of the Trustees, to amend the Plan on its behalf as provided under Revenue Procedures 2017-41, 2011-49, and 2007-44. The Participating Employer understands that the implementing amendment reads as follows:

GMA will maintain a record of the Participating Employers, and GMA will make reasonable and diligent efforts to ensure that Participating Employers have actually received and are aware of all Plan amendments and that such Participating Employers adopt new documents when necessary. The provisions of this subsection shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

The Trustees or GMA, as directed by the Trustees, hereby reserves the right to terminate the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) and, likewise, to amend the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) to make desired changes in the design of the Plan. A true copy of the resolution of the Trustees approving such amendment shall be delivered to the Administrator and the Participating Employers. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Participating Employers, Employees, Participants, Beneficiaries, the Administrator, and all others having any interest under the Plan shall be bound thereby.

On and after February 17, 2005, GMA shall have the authority to advise and prepare amendments to the Plan, for approval by the Trustees, on behalf of all Participating Employers, including those Participating Employers who have adopted the Plan prior to the January 1, 2018, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Participating Employers. Any amendment prepared by the Provider and approved by the Trustees will be provided by the Administrator to Participating Employers. Notwithstanding the

foregoing paragraphs, effective on or after June 27, 2016, for any Participating Employer as of either:

- the date the Internal Revenue Service requires the Participating Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Participating Employer to incorporate a type of Plan not allowable in a pre-approved plan, as described in Revenue Procedure 2017-41; or
- as of the date of the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments,

such Participating Employer shall execute a resolution to adopt any amendments that are approved by the Trustees after the date under subparagraph (1) or (2) above, as applicable, within the earlier of (i) ninety (90) days after such Trustees' approval, or (ii) if applicable, the remedial amendment period under Code Section 401(b) as applicable to governmental plans. If the Participating Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, GMA's authority to amend the Plan on behalf of the Participating Employer is conditioned on the Plan receiving a favorable determination letter. The Participating Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

#### Section 5.

(a) The Participating Employer shall abide by the terms of the Plan and the Trust, including amendments to the Plan made under Section 4 and to the Trust made by the Trustees of the Plan, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.

(b) The Participating Employer accepts the administrative services to be provided by GMA and any services provided by a Service Manager as delegated by the Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts.

#### Section 6.

(a) The Participating Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements, if it takes the following actions:

- (i) A resolution must be adopted terminating its participation in the Plan.
- (ii) The resolution must specify when the participation will end.

The Trustees shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide

appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan.

(b) The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

Section 7. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 8. This resolution and the Adoption Agreement (and any Addendum) shall be submitted to the Trustees for their approval. The Trustees shall determine whether the resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Trustees may refuse to approve an Adoption Agreement (and any Addendum) by an Employer that does not have legal authority to participate in the Plan. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Adoption Agreement (and any Addendum) are adopted and executed in accordance with the requirements of applicable law.

Section 9. As provided in Revenue Procedure 2017-41, the Participating Employer may relay on the Plan's Opinion Letter, provided that the Participating Employer's Plan is identical to the GMA Plan, and the Participating Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan and Adoption Agreement.

Adopted by the Governing Authority on APRIL 12, 2021, in accordance with applicable law.



By: [Signature]  
Signature

KELVIN M. OWENS MAYOR  
Name and Title

Attest: [Signature]

Date: APRIL 12, 2021

[Governing Authority should assure that applicable law is followed in the adoption and execution of this resolution.]

# **GMA 401(a) DEFINED CONTRIBUTION PLAN ADOPTION AGREEMENT**

## **ADMINISTRATOR**

Georgia Municipal Association, Inc.  
201 Pryor Street, SW  
Atlanta, Georgia 30303  
Telephone: 404-688-0472  
Facsimile: 678-686-6289

## **PARTICIPATING EMPLOYER**

Name: City of Camilla, Georgia

## **GOVERNING AUTHORITY**

Name: Mayor and Council of the City of Camilla, Georgia  
Address: P.O. Box 328, Camilla, GA 31730  
Phone: (229) 336-2222  
Facsimile: (229) 336-2224  
Title of Person Authorized to receive Official Notices from the Plan or  
GMA: Personnel Director

## **DISCLOSURE OF OTHER 401(a) PLAN(S)**

This Participating Employer ☐ does or ☒ does not have an existing defined contribution plan(s). If the Participating Employer does have one or more defined contribution plans, the Governing Authority must provide the plan name, name of the plan's provider, and such other information requested by the Administrator.

## **TYPE OF ADOPTION AND EFFECTIVE DATE**

**NOTE:** This Adoption Agreement, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined contribution plan, and is part of the GMA Defined Contribution and Deferred Compensation Program. Plan provisions designed to comply with applicable provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal

AA-1

GMA 401(a) DC Plan

City of Camilla  
[Participating Employer]



Revenue Service Notice 2017-37 (the 2017 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting this Adoption Agreement, with its accompanying Master Plan Document, the Participating Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a) and the 2017 Cumulative List with the applicable effective dates.

This Adoption Agreement is for the following purpose **(check one)**:

- ☐ This is a new defined contribution plan adopted by the Participating Employer for its Employees effective \_\_\_\_\_, \_\_\_\_\_ **(insert effective date of this Adoption Agreement but not earlier than the beginning of the plan year in which the plan is adopted)**, with respect to Contributions as approved by the Board of Trustees below.
- ☐ Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.
- ☒ This is an amendment and restatement of the current GMA 401(a) Defined Contribution Plan or other defined contribution plan of the Participating Employer, the effective date of which shall be the date of its approval by the Governing Authority **(insert effective date of this Adoption Agreement but not earlier than the first day of the plan year in which the plan is restated or the beginning of the plan year in which the plan is adopted)**. This Adoption Agreement is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on November 14, 2011 **(insert original effective date of preexisting plan)**.
- ☐ Check this box if (i) any preexisting plan provisions will be preserved from a superseded non-GMA plan or (ii) any non-conforming provisions will be included in Plan provisions. An Addendum must be completed as part of the Adoption Agreement.
- ☐ This is an amendment to be effective as of \_\_\_\_\_, \_\_\_\_\_, **(insert effective date of this Adoption Agreement but not earlier than then beginning of the remedial amendment period for such amendment)** of the current GMA 401(a) Defined Contribution Plan previously adopted by the Participating Employer, which was originally effective \_\_\_\_\_, \_\_\_\_\_, as follows **(must specify elective provisions in this Adoption Agreement)**:

☐ \_\_\_\_\_  
\_\_\_\_\_

- ☐ Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be completed as part of the Adoption Agreement.

### PLAN YEAR

Plan Year means the Participating Employer's Fiscal Year. For purposes of the limitations under Code Section 415(c) set forth in Article V of the Master Plan Document, the limitation year means the calendar year.

The Employer's Fiscal Year starts on: **October 1** (insert month and day e.g., July 1).

### COVERED DEPARTMENTS

A Participating Employer may cover all of its departments in the Plan or only those listed (check one):

- ☒ All Departments
- ☐ Covered Departments (must specify): \_\_\_\_\_

### ELIGIBLE EMPLOYEES

Only Employees as defined in the Plan may be covered by the Adoption Agreement. Independent contractors may not participate in the Plan. Subject to other conditions in the Plan and this Adoption Agreement, the following Employees of the Covered Departments are eligible to participate in the Plan, provided that they satisfy any additional eligibility requirements specified under "Other Eligibility Requirements" below (**check one**):

- ☐ All
- ☐ All with the following exclusions:
- ☐ Municipal Legal Officer
  - ☐ Elected or appointed officials
  - ☐ Other<sup>1</sup> (must specify and clearly define the ineligible classification of employees): \_\_\_\_\_

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<sup>1</sup> Do not specify the inclusion or exclusion of a participant by using the name of the employee.

- ☐ Only employees in any eligible 457(b) plan of the Employer. Note: Please check this box if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to any eligible 457(b) Plan of the Employer.
- ☐ Only employees in the Employer's GMA 457(b) plan. Note: Please check this box if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to the Employer's GMA 457(b) Plan.
- ☒ Other<sup>1</sup> (must specify and clearly define the classification of Eligible Employees; Eligible Employees shall not include non-governmental employees, independent contractors, or any other ineligible individuals):  
1) Regular, common law Employees of the City (not including the City Judge); 2) elected or appointed members of the Governing Authority; and 3) the City Manager initially employed with the City as of November 14, 2011. City Managers who become employed with the City after November 14, 2011 will participate in this Plan only if the Plan is amended to provide for their participation.

No employee may be excluded based on the attainment of a maximum age.

The Employer shall provide the Administrator with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Adoption Agreement.

## OTHER ELIGIBILITY REQUIREMENTS

**Minimum Hours Per Week** -- A Participating Employer may prescribe a minimum number of hours that an Employee must be scheduled and normally work in order to be an Eligible Employee under the Plan. The Employer hereby elects the following (elect either "No Minimum Hours Required" or "Minimum Hours Required" below. If you elect to have a minimum hour requirement you must specify the number of hours required in the space provided below). The Minimum Hour Requirement below only applies to common law Employees of the Employer and does not apply to elected or appointed officials.

- ☐ No Minimum Number of Hours Required
- ☒ Minimum Hours Required Per Week (regularly scheduled):  
☒ 30 (must not exceed 40 hours/week)
- ☐ Other Minimum Hour Requirement (must specify): \_\_\_\_\_

**Exceptions:** If a different minimum hour requirement applies to a particular class or classes of Eligible Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Eligible Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

Minimum hour requirement applicable to excepted Eligible Employees:

- ☐ **No Minimum Number of Hours Required**
- ☐ **Minimum Hours Required Per Week (regularly scheduled):**
  - ☐ \_\_\_\_\_ (**must not exceed 40 hours/week**)
- ☐ **Other Minimum Hour Requirement (must specify):** \_\_\_\_\_.

If any Eligible Employee ceases to meet the Minimum Hour Requirement (if any), he or she becomes ineligible for additional contributions until he or she once again meets the requirement. It is the Participating Employer's responsibility to monitor this requirement and to report to the Administrator a change in employee eligibility.

**Waiting Period** -- A Participating Employer may establish a waiting period before an Eligible Employee may become a Participant in the Plan. The Employer hereby elects the following (elect "no waiting period" or one of the waiting period options below):

- ☒ **No waiting period.** An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan. **(this provision applies only to City Manager initially employed as of November 14, 2011).**
- ☒ **A waiting period described under one of the following options (check one):**
  - ☒ **Minimum Period of Service (please complete items below):**

The waiting period for participation in the Plan shall be **90 days** (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on **July 1, 2012** ☒ will be ☐ will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.

Different periods of service ☐ will be ☒ will not be added together to determine whether the waiting period has been satisfied.

- ☐ **Minimum Period of Contributions to 457(b) Plan (please complete items below):**

The waiting period for participation in the Plan shall be \_\_\_\_\_ (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's eligible 457(b) plan(s).

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Eligible Employees who are employed on the date the Plan is adopted  
☐ will be ☐ will not be given credit for prior contributions made to the  
eligible 457(b) plan(s) for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee  
contributions to the eligible 457(b) plan(s) ☐ will ☐ will not require the  
employee to meet another waiting period to qualify for matching  
contributions.

Different periods of service in which deferrals are made as an Eligible  
Employee ☐ will ☐ will not be added together to determine if the waiting  
period has been satisfied.

**Exceptions:** If a different waiting period requirement applies to a particular class or classes of  
Eligible Employees, please specify below the classes to whom the different requirement applies  
and indicate the waiting period requirement applicable to them.

Class(es) of Eligible Employees to whom exception applies (must specify - specific positions  
are permissible; specific individuals may not be named): \_\_\_\_\_.

Waiting period requirement applicable to excepted Eligible Employees:

☐ **No waiting period.** An Eligible Employee may become a Participant  
immediately upon meeting the eligibility conditions of the Plan.

☐ **A waiting period described under one of the following options (check one):**

☐ **Minimum Period of Service (please complete items below):**

The waiting period for participation in the Plan shall be \_\_\_\_\_  
(not to exceed 12 months) of service, calculated from the commencement  
of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on the date the Plan is adopted  
☐ will be ☐ will not be given credit for prior service as an Employee for  
purposes of satisfying the waiting period.

Different periods of service ☐ will be ☐ will not be added together to  
determine whether the waiting period has been satisfied.

☐ **Minimum Period of Contributions to 457(b) Plan (please complete  
items below):**

The waiting period for participation in the Plan shall be \_\_\_\_\_ (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's eligible 457(b) plan(s).

Eligible Employees who are employed on the date the Plan is adopted ☐ will be ☐ will not be given credit for prior contributions made to the eligible 457(b) plan(s) for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee contributions to the eligible 457(b) plan(s) ☐ will ☐ will not require the employee to meet another waiting period to qualify for matching contributions.

Different periods of service in which deferrals are made as an Eligible Employee ☐ will ☐ will not be added together to determine if the waiting period has been satisfied.

## EMPLOYER CONTRIBUTIONS

A Participating Employer may make Matching Contributions **and/or** Non-Matching Contributions as specified below. Matching Contributions and Non-Matching Contributions that are tied to Payroll Periods (as defined in this Adoption Agreement) must be remitted to the Administrator no later than 15 business days after the end of the Payroll Period. Annual Contributions must be remitted to the Administrator no later than 15 days after the end of the Plan Year. A Participating Employer may establish one or more classes of employees for contribution purposes in this Adoption Agreement. However, no employee may be excluded from contributions based on the attainment of a maximum age.

The Participating Employer hereby elects to make contributions as follows (**check matching, non-matching, or both as applicable**):

☒ **Matching Contributions**

Employer Contributions shall be made to match all or a portion of a Participant's contribution to an eligible 457(b) deferred compensation plan, including but not limited to the GMA Deferred Compensation Plan. The Employer must identify the class or classes of Participants for whom contributions will be made and the contribution formula:

**Class A Matching Contributions** will be made on the following basis for **Class A** Participants:

**Class A** Participants are (**check one**):

☐ All Eligible Employees

- ☒ Other (must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named): City Manager initially employed as of November 14, 2011.

The Employer elects the following matching contribution formula for Class A Participants (check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below):

- ☐ **Percentage Match:** For each Payroll Period in which the Participant contributed to \_\_\_\_\_ (insert plan name), an eligible 457(b) Plan of the Employer, the Employer will contribute \_\_\_\_\_% (insert percentage) of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every \$10 the Participant contributes to an eligible 457(b) Plan, the Employer will contribute \$5 to this Plan).

**Cap on Percentage Match** - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution (check and fill in \$ or % of compensation limit to apply below, or check "no cap" below):

- ☐ **Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to (complete as applicable):

\$ \_\_\_\_\_ per weekly Payroll Period  
\$ \_\_\_\_\_ per bi-weekly Payroll Period  
\$ \_\_\_\_\_ per semi-monthly Payroll Period  
\$ \_\_\_\_\_ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., \$100 per weekly Payroll Period, and \$200 per bi-weekly Payroll Period].

- ☐ **Cap Equal to Percentage of Total Compensation:** In no event will Matching Contributions made on behalf of a Participant exceed \_\_\_\_\_% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.
- ☐ **No Cap**

- ☐ **Flat Dollar Match:** For each Payroll Period in which the Participant contributed at least \$\_\_\_\_\_ (may be \$1 to \$25) to an eligible 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below (complete as applicable):

\$\_\_\_\_\_ per weekly Payroll Period  
\$\_\_\_\_\_ per bi-weekly Payroll Period  
\$\_\_\_\_\_ per semi-monthly Payroll Period  
\$\_\_\_\_\_ per monthly Payroll Period

- ☒ **Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):**

Starting with the first Payroll Period that begins on or after November 14, 2011, for each Payroll Period in which the Class A Participant (City Manager initially employed as of November 14, 2011) contributes to a 457(b) Plan of the Employer, the Employer will contribute 100% of the dollar amount contributed by the Class A Participant to the 457(b) Plan. A lump sum retroactive contribution will be made as soon as reasonably practicable following approval of this Plan by the City and by the Trustees of the Plan in an amount equal to matching contributions owed pursuant to this subsection (without interest) for the period from November 14, 2011 up until the date of the Employer's first remittance of Matching Contributions to the Plan. However, in no event will Matching Contributions made on behalf of a Class A Participant for any Payroll Period exceed nine percent (9%) of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.

[Do not complete following section on Class B Matching Contributions if all Eligible Employees are included in Class A above].

Class B Matching Contributions will be made on the following basis for Class B Participants:

Class B Participants are (must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named):

All Participants who participate in the Plan on or after July 1, 2012 (other than the City Manager initially employed as of November 14, 2011).

The Employer elects the following matching contribution formula for Class B Participants (check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below):



- ☐ **Percentage Match:** For each Payroll Period in which the Participant contributed to \_\_\_\_\_  
(insert plan name), an eligible 457(b) Plan of the Employer, the Employer will contribute \_\_\_\_\_% (insert percentage) of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every \$10 the Participant contributes to an eligible 457(b) Plan, the Employer will contribute \$5 to this Plan).

**Cap on Percentage Match** - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution (check and fill in \$ or % of compensation limit to apply below, or check "no cap" below):

- ☐ **Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to (complete as applicable):

\$ \_\_\_\_\_ per weekly Payroll Period  
\$ \_\_\_\_\_ per bi-weekly Payroll Period  
\$ \_\_\_\_\_ per semi-monthly Payroll Period  
\$ \_\_\_\_\_ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., \$100 per weekly Payroll Period, and \$200 per bi-weekly Payroll Period].

- ☐ **Cap Equal to Percentage of Total Compensation:** In no event will Matching Contributions made on behalf of a Participant exceed \_\_\_\_\_% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.

- ☐ **No Cap**

- ☐ **Flat Dollar Match:** For each Payroll Period in which the Participant contributed at least \$ \_\_\_\_\_ (may be \$1 to \$25) to an eligible 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below (complete as applicable):

\$ \_\_\_\_\_ per weekly Payroll Period  
\$ \_\_\_\_\_ per bi-weekly Payroll Period  
\$ \_\_\_\_\_ per semi-monthly Payroll Period  
\$ \_\_\_\_\_ per monthly Payroll Period

- ☒ Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):

Starting with the first Payroll Period that begins on or after July 1, 2012, for each Payroll Period in which a Class B Participant contributes to a 457(b) Plan of the Employer, the Employer will contribute 100% of the dollar amount contributed to the 457(b) Plan. However, in no event will Matching Contributions made on behalf of a Class B Participant exceed one percent (1%) of the Participant's gross salary per Payroll Period.

[Skip to "Payroll Period" below if Employer is not going to make Non-Matching Contributions]

☐ Non-Matching Contributions

The Employer hereby elects to make contributions to the Plan without regard to a Participant's contribution to an eligible 457(b) plan(s). The Employer must identify the class or classes of Participants for whom these contributions will be made and the contribution formula:

Non-Matching Contributions shall be made on the following basis for Class C Participants:

Class C Participants are (check one):

- ☐ All Eligible Employees  
☐ Other (must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named):

The Employer elects the following contribution formula for Class C Participants (check one):

- ☐ Year-End Contributions: A one-time Plan Year-end contribution of \$\_\_\_\_\_ or \_\_\_\_\_% of Compensation per Participant.  
☐ \_\_\_\_\_% of Compensation per Participant for each Payroll Period.  
☐ A flat dollar amount per Payroll Period as shown below (complete as applicable):

\$\_\_\_\_\_ per weekly Payroll Period  
\$\_\_\_\_\_ per bi-weekly Payroll Period  
\$\_\_\_\_\_ per semi-monthly Payroll Period  
\$\_\_\_\_\_ per monthly Payroll Period

- ☐ Other Formula for Calculating Non-Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):
- \_\_\_\_\_
- \_\_\_\_\_

**[Do not complete the following section on Class D Non-Matching Contributions if all Eligible Employees are included in Class C above].**

**Non-Matching Contributions** shall be made on the following basis for Class D Participants:

**Class D** Participants are (must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named):

\_\_\_\_\_.

The Employer elects the following contribution formula for Class D Participants (check one):

- ☐ Year-End Contributions: A one-time Plan Year-end contribution of \$\_\_\_\_\_ or \_\_\_\_\_% of Compensation per Participant.
- ☐ \_\_\_\_\_% of Compensation per Participant for each Payroll Period.
- ☐ A flat dollar amount per Pay Period as shown below (complete as applicable):
- \$\_\_\_\_\_ per weekly Payroll Period  
\$\_\_\_\_\_ per bi-weekly Payroll Period  
\$\_\_\_\_\_ per semi-monthly Payroll Period  
\$\_\_\_\_\_ per monthly Payroll Period

- ☐ Other Formula for Calculating Non-Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):
- \_\_\_\_\_
- \_\_\_\_\_

For purposes of computing non-matching contributions, "Compensation" is defined in the Plan, subject to the limits imposed by Georgia Code Section 47-1-13(b) and Internal Revenue Code Section 401(a)(17), as adjusted for cost-of-living increases under Internal Revenue Code Section 401(a)(17)(B).

The Participating Employer must monitor contributions to the Plan on behalf of a Participant to this Plan and any other 401(a) plan maintained by the Participating Employer to confirm compliance with Internal Revenue Code Section 415 and Article 5 of the Master Plan. To the extent an amendment to this Adoption Agreement is needed to satisfy the Internal Revenue Code Section 415 limit that could not otherwise be provided for in the above Sections, please complete as applicable:

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## COMPENSATION

**Compensation Paid After Severance From Employment** -- A Participating Employer may elect to include certain post-severance payments in Compensation for purposes of computing contributions under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes a Participant's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation (Note: if the following is not completed, no post-severance payments will be included in Compensation by default):

- ☒ No post-severance payments will be included in Compensation for purposes of computing contributions under the Plan (if this box is checked, skip to "Payroll Period" below).
- ☐ For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes the Participant's severance from employment; and 2) absent a severance from employment, they would have been paid to the Participant while the Participant continued in employment with the Participating Employer (check all that apply):
  - ☐ regular compensation paid after severance from employment for services rendered prior to severance during the Participant's regular working hours

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- ☐ compensation paid after severance from employment for services rendered prior to severance outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments
- ☐ post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued
- ☐ Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### VESTING FOR EMPLOYER CONTRIBUTIONS

A Participating Employer may establish a vesting schedule for Employer Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified period of service (not to exceed 5 years), the Participant forfeits all or part of the Employer's Contributions. However, upon Death or Disability or the termination of the Plan, the Participant is 100% vested in the Participant's Employer Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Employer's responsibility to calculate the Eligible Employee's service and report it to the Administrator. Unless otherwise specified below, for purposes of vesting, service means the number of years and complete months of service of a Participant as an Eligible Employee of the Employer and the Participant's service begins with the first day of employment as an Eligible Employee. The Employer hereby elects the following (check one):

- ☒ **Immediate Vesting.** No vesting schedule. Employer Contributions are 100% vested from the time credited to the Participant's Account (if this option is elected, do not complete the rest of this section). (This provision applies only to: 1) the City Manager initially employed as of November 14, 2011; 2) Participants who had at least five (5) years of service with the City as of July 1, 2012; and 3) Participants who are elected or appointed members of the Governing Authority.)
- ☒ **Cliff Vesting.** Employer Contributions are 100% vested after a Participant has been employed as an Eligible Employee for 5 years (not to exceed 5 years) (the "Vesting Period"). Matching contributions remain 0% vested until the Participant satisfies the full Vesting Period.
- ☐ **Graduated Vesting Schedule.** Employer Contributions are vested on the following graduated scale (insert vesting % for each completed year of service as an Eligible Employee. Note: Maximum waiting period for 100% vesting may not exceed 5 years):

<u>Completed Years of Service as Eligible Employee</u>	<u>Vested %</u>
1 year	_____ %
2 years	_____ %
3 years	_____ %
4 years	_____ %
5 years	<u>100 %</u>

**Complete the following items if Employer has elected Cliff Vesting or Graduated Vesting:**

In determining the Participant's total years of service for vesting purposes, Eligible Employees who are employed on the date the Plan is adopted by the Employer (**check one**): ☒ will be ☐ will not be given credit for prior service as an Eligible Employee.

In determining the Participant's total years of service for vesting purposes, different periods of employment as an Eligible Employee (**check one**): ☒ will be added together ☐ will not be added together ☐ will be added together if the Participant is reemployed with the Employer before completing a period of separation of \_\_\_\_\_ years (not to exceed 5 years).

### **TREATMENT OF FORFEITURES**

If a Participant separates from service, the Participant's non-vested Employer Contributions shall be forfeited as of the date of the Participant's Separation from Service. Amounts forfeited during a Plan Year shall be held unallocated until they are used to reduce or otherwise supplement Employer Contributions as of the earliest possible date such contributions are required to be made to the Plan. If there are no future Employer Contributions (as in the case of a frozen plan), forfeitures shall be used for administrative expenses; after which, any remaining forfeitures shall be allocated to Participants' Accounts.

### **MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT**

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amended Adoption Agreement (and any Addendum, if applicable) and forward the amended Adoption Agreement (and any Addendum) to the Trustees for approval. The amended Adoption Agreement (and Addendum) is not effective until approved by the Trustees and other procedures required by the Plan have been implemented.

The Administrator will inform the Participating Employer of any amendments made by the Trustees to the Plan. If there are no future Employer Contributions (as in the case of a frozen

plan), forfeitures shall be used for administrative expenses, and, if forfeitures remain, shall be allocated to Participants' accounts.

### TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan.

The Administrator will inform the Participating Employer of the discontinuance or abandonment of the Plan by the Trustees.

### EXECUTION BY EMPLOYER

This Adoption Agreement (and any Addendum) may only be used in conjunction with the Georgia Municipal Association 401(a) Defined Contribution Plan Master Plan Document approved by the Internal Revenue Service under an opinion letter Q702380a dated June 30, 2020.

The failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Plan under the Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is the Georgia Municipal Association, Inc., with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia 30303. The business telephone number is: (404) 688-0472. The primary person to contact is GMA General Counsel or Deputy Executive Director, Risk Management and Employee Benefits.

The foregoing Adoption Agreement is hereby adopted and approved on the 12 day of APRIL, 2021, by the CITY OF CAMILLA CITY COUNCIL



Signed: [Signature]  
Printed Name: KELVIN M. OWENS  
Title: MAYOR  
Date of Signature: APRIL 12, 2021

## TRUSTEES APPROVAL

The Adoption Agreement is approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan.

**[Complete the following if the purpose of this Adoption Agreement is to establish a new defined contribution plan or to restate a preexisting defined contribution plan of the Participating Employer (other than a GMA 401(a) Defined Contribution Plan).]**

Contributions shall first be remitted as follows:

- ☐ within 15 business days after the Payroll Period ending \_\_\_\_\_, \_\_\_\_\_.
- ☐ On the following prospective date (specify a specific date): \_\_\_\_\_.

Dated: \_\_\_\_\_

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

Title: \_\_\_\_\_

on behalf of the Board of Trustees



**NON-EXEMPT POSITIONS**  
As of May 3, 2021

Department(s)	Job Code	Position	Grade	Minimum - Hourly	Minimum - Annual	Midpoint - Hourly	Midpoint - Annual	Maximum - Hourly	Maximum - Annual
GG Buildings		CUSTODIAN / JANITOR	17	12.00	\$ 24,960.00	\$ 14.64	\$ 30,451.20	\$ 17.28	\$ 35,942.40
Public Works		LABORER	17	12.00	\$ 24,960.00	\$ 14.64	\$ 30,451.20	\$ 17.28	\$ 35,942.40
Natural Gas		LABORER	17	12.00	\$ 24,960.00	\$ 14.64	\$ 30,451.20	\$ 17.28	\$ 35,942.40
Water Sewer		LABORER	17	12.00	\$ 24,960.00	\$ 14.64	\$ 30,451.20	\$ 17.28	\$ 35,942.40
Multi		ADMINISTRATIVE ASSISTANT I	18	12.96	\$ 26,956.80	\$ 15.81	\$ 32,887.30	\$ 18.66	\$ 38,817.79
Customer Service		CASHIER	18	12.96	\$ 26,956.80	\$ 15.81	\$ 32,887.30	\$ 18.66	\$ 38,817.79
Public Works		EQUIPMENT OPERATOR	18	12.96	\$ 26,956.80	\$ 15.81	\$ 32,887.30	\$ 18.66	\$ 38,817.79
Water Sewer		EQUIPMENT OPERATOR	18	12.96	\$ 26,956.80	\$ 15.81	\$ 32,887.30	\$ 18.66	\$ 38,817.79
Natural Gas		GAS UTILITY WORKER I	18	12.96	\$ 26,956.80	\$ 15.81	\$ 32,887.30	\$ 18.66	\$ 38,817.79
Financial Services		ACCOUNTS PAYABLE COORDINATOR	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Customer Service		CUSTOMER SERVICE REPRESENTATIVE	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Solid Waste		EQUIPMENT OPERATOR/CDL - SOLID WASTE	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Public Works		EQUIPMENT OPERATOR/CDL	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Water Sewer		EQUIPMENT OPERATOR/CDL	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Water Sewer		TREATMENT PLANT OPERATOR	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Natural Gas		GAS UTILITY WORKER II	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Shop		MECHANIC ASSISTANT	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Multi		ADMINISTRATIVE ASSISTANT II	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Customer Service		SR CUSTOMER SERVICE REPRESENTATIVE/BILLING	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Electric		ELECTRIC GROUND WORKER	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Airport		AIRPORT ASSISTANT	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Planning		PLANNING ADMINISTRATIVE ASSISTANT	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Public Works		PUBLIC WORKS COORDINATOR	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Water Sewer		MAINTENANCE TECHNICIAN	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Customer Service		METER SERVICE TECHNICIAN	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Electric		WAREHOUSE CLERK	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Natural Gas		CREW LEADER	21	16.33	\$ 33,957.80	\$ 19.92	\$ 41,428.52	\$ 23.51	\$ 48,899.24
Public Works		CREW LEADER	21	16.33	\$ 33,957.80	\$ 19.92	\$ 41,428.52	\$ 23.51	\$ 48,899.24
Water Sewer		CREW LEADER	21	16.33	\$ 33,957.80	\$ 19.92	\$ 41,428.52	\$ 23.51	\$ 48,899.24
Public Works		MAINTENANCE FOREMAN	22	17.63	\$ 36,674.43	\$ 21.51	\$ 44,742.80	\$ 25.39	\$ 52,811.18
Planning		BUILDING INSPECTION OFFICER I	23	19.04	\$ 39,608.38	\$ 23.23	\$ 48,322.23	\$ 27.42	\$ 57,036.07
Electric		LINEMAN TRAINEE	23	19.04	\$ 39,608.38	\$ 23.23	\$ 48,322.23	\$ 27.42	\$ 57,036.07
Shop		MECHANIC	23	19.04	\$ 39,608.38	\$ 23.23	\$ 48,322.23	\$ 27.42	\$ 57,036.07
Planning		BUILDING INSPECTION OFFICER II	24	20.57	\$ 42,777.05	\$ 25.09	\$ 52,188.01	\$ 29.61	\$ 61,598.96
Planning		CODE ENFORCEMENT OFFICER	24	20.57	\$ 42,777.05	\$ 25.09	\$ 52,188.01	\$ 29.61	\$ 61,598.96
Public Works		MAINTENANCE SUPERINTENDENT	24	20.57	\$ 42,777.05	\$ 25.09	\$ 52,188.01	\$ 29.61	\$ 61,598.96
Customer Service		UTILITIES BILLING CLERK	24	20.57	\$ 42,777.05	\$ 25.09	\$ 52,188.01	\$ 29.61	\$ 61,598.96
		Not assigned at this time	25	22.21	\$ 46,199.22	\$ 27.10	\$ 56,363.05	\$ 31.98	\$ 66,526.87
Water Sewer		AMR METER ADMINISTRATOR	26	23.99	\$ 49,895.16	\$ 29.27	\$ 60,872.09	\$ 34.54	\$ 71,849.02
Water Sewer		TREATMENT PLANT SUPERVISOR	26	23.99	\$ 49,895.16	\$ 29.27	\$ 60,872.09	\$ 34.54	\$ 71,849.02
Electric		LINEMAN I / LINE TECHNICIAN III	26	23.99	\$ 49,895.16	\$ 29.27	\$ 60,872.09	\$ 34.54	\$ 71,849.02
Electric		LINEMAN II	27	25.91	\$ 53,886.77	\$ 31.61	\$ 65,741.86	\$ 37.31	\$ 77,596.95
Electric		LINEMAN III/CREW LEADER	28	27.98	\$ 58,197.71	\$ 34.14	\$ 71,001.21	\$ 40.29	\$ 83,804.70
Electric		ELECTRIC ASSISTANT SUPERINTENDENT	29	30.22	\$ 62,853.53	\$ 36.87	\$ 76,681.30	\$ 43.51	\$ 90,509.08
		Not assigned at this time	30	32.64	\$ 67,881.81	\$ 39.82	\$ 82,815.81	\$ 47.00	\$ 97,749.80
		Not assigned at this time	31	35.25	\$ 73,312.35	\$ 43.00	\$ 89,441.07	\$ 50.75	\$ 105,569.79

**EXEMPT POSITIONS**

As of May 3, 2021

	Job Code	Position	Grade	Minimum - Annual	Midpoint - Annual	Maximum - Annual
		Not assigned at this time	43	\$ 36,363.64	\$ 45,454.55	\$ 54,545.45
Customer Service		CASHIER MANAGER	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		CUSTOMER SERVICE 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
Direct Report		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
		Not assigned at this time	49	\$ 64,420.40	\$ 80,525.50	\$ 96,630.60
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



**NON-EXEMPT SWORN POSITIONS**

(Based on 2184 annual hours)

As of May 3, 2021

Job Code	Position	Grade	Minimum - Hourly	Minimum - Annual	Midpoint - Hourly	Midpoint - Annual	Maximum - Hourly	Maximum - Annual
	Officer I (New Recruit)	13P	\$ 14.81	\$ 32,355.56	\$ 18.07	\$ 39,473.78	\$ 21.33	\$ 46,592.00
	Officer II (Certified Officer)	14P	\$ 16.00	\$ 34,944.00	\$ 19.52	\$ 42,631.68	\$ 23.04	\$ 50,319.36
	Sergeant	15P	\$ 17.28	\$ 37,739.52	\$ 21.08	\$ 46,042.21	\$ 24.88	\$ 54,344.91
	Not assigned at this time	16P	\$ 18.66	\$ 40,758.68	\$ 22.77	\$ 49,725.59	\$ 26.87	\$ 58,692.50
	Lieutenant	17P	\$ 20.16	\$ 44,019.38	\$ 24.59	\$ 53,703.64	\$ 29.02	\$ 63,387.90
	Captain/ Shift Commander	18P	\$ 21.77	\$ 47,540.93	\$ 26.56	\$ 57,999.93	\$ 31.35	\$ 68,458.93

**NON-EXEMPT SWORN POSITIONS**

(Based on 2080 annual hours)

Job Code	Position	Grade	Minimum - Hourly	Minimum - Annual	Midpoint - Hourly	Midpoint - Annual	Maximum - Hourly	Maximum - Annual
	CRIMINAL INVESTIGATOR	23	\$ 19.04	\$ 39,603.20	\$ 23.23	\$ 48,315.90	\$ 27.42	\$ 57,028.61
	DRUG INVESTIGATOR	23	\$ 19.04	\$ 39,603.20	\$ 23.23	\$ 48,315.90	\$ 27.42	\$ 57,028.61
	DRUG COMMANDER	25	\$ 22.21	\$ 46,196.80	\$ 27.10	\$ 56,360.10	\$ 31.98	\$ 66,523.39
	LIEUTENANT /CRIMINAL INVESTIGATIONS	26	\$ 23.99	\$ 49,899.20	\$ 29.27	\$ 60,877.02	\$ 34.55	\$ 71,854.85

**CIVILIAN POSITIONS**

(Based on 2080 annual hours)

Job Code	Position	Grade	Minimum - Hourly	Minimum - Annual	Midpoint - Hourly	Midpoint - Annual	Maximum - Hourly	Maximum - Annual
	Custodian	17	\$ 12.00	\$ 24,960.00	\$ 14.64	\$ 30,451.20	\$ 17.28	\$ 35,942.40
	Records Clerk	18	\$ 12.96	\$ 26,956.80	\$ 15.81	\$ 32,887.30	\$ 18.66	\$ 38,817.79
	Municipal Court Clerk	20	\$ 15.12	\$ 31,449.60	\$ 18.45	\$ 38,368.51	\$ 21.77	\$ 45,287.42

**EXEMPT - SWORN POSITIONS**

Job Code	Position	Grade	Minimum - Annual	Midpoint - Annual	Maximum - Annual
	Asst. Police Chief	48	\$ 58,564.00	\$ 73,205.00	\$ 87,846.00
	Police Chief	50	\$ 70,862.44	\$ 88,578.05	\$ 106,293.66

**NON-EXEMPT POSITIONS**  
**(Based on 2912 hours)**  
**As of May 3, 2021**

Job Code	Position	Grade	Minimum - Hourly	Minimum - Annual	Midpoint - Hourly	Midpoint - Annual	Maximum - Hourly	Maximum - Annual
	Firefighter Trainee	10FT	\$ 10.00	\$ 29,120.00	\$ 12.20	\$ 35,526.40	\$ 14.40	\$ 41,932.80
	Firefighter Intermediate	10FI	\$ 10.00	\$ 29,120.00	\$ 12.20	\$ 35,526.40	\$ 14.40	\$ 41,932.80
	Firefighter	12F	\$ 11.66	\$ 33,953.92	\$ 14.23	\$ 41,423.78	\$ 16.79	\$ 48,893.64
	Not assigned at this time	13F	\$ 12.59	\$ 36,670.23	\$ 15.36	\$ 44,737.68	\$ 18.13	\$ 52,805.14
	Lieutenant	14F	\$ 13.60	\$ 39,603.85	\$ 16.59	\$ 48,316.70	\$ 19.58	\$ 57,029.55
	Not assigned at this time	15F	\$ 14.69	\$ 42,772.16	\$ 17.92	\$ 52,182.04	\$ 21.15	\$ 61,591.91
	Not assigned at this time	16F	\$ 15.86	\$ 46,193.93	\$ 19.35	\$ 56,356.60	\$ 22.84	\$ 66,519.26
	Captain	17F	\$ 17.13	\$ 49,889.45	\$ 20.90	\$ 60,865.13	\$ 24.67	\$ 71,840.81

**EXEMPT POSITIONS**  
**(Based on 2080 annual hours)**

Job Code	Position	Grade	Minimum - Annual	Midpoint - Annual	Maximum - Annual
	Asst. Fire Rescue Chief	47	\$ 53,240.00	\$ 66,550.00	\$ 79,860.00
	Fire Chief	49	\$ 64,420.40	\$ 80,525.50	\$ 96,630.60

# **EMPLOYEE PAY PLAN**

## **Annual Individual Performance Review**

Each year, individual performance reviews will be conducted by supervisors and approved by upper management. Employees that meet or exceed performance review standards will qualify for merit based compensation adjustments to the employee's base pay, if provided in the approved budget. Employees that need improvement with their performance may receive a partial merit based adjustment or may be required to wait until a probationary period ends with positive results. Employees failing to reach performance standards will not qualify for merit based salary adjustments, if provided in the approved budget.

If approved by City Council in the budget, each department will be provided an amount to be used for individual merit based pay adjustments. The total of all adjustments will not exceed the budgeted department amount. The pay adjustments will not be considered as cost of living adjustments, but rather merit based adjustments that are justified by the individual's annual performance and goal achievement.

The performance review period will be for job performance between October 1 and August 31<sup>st</sup> of the prior year. Annual performance review will take place between employees and supervisors during the month of September. Merit base pay adjustments, if any, will be made in October once the budget has been adopted by City Council.

Executive Management Employees, employees reporting directly to the City Manager, will be Evaluated directly by the City Manager during the same period as other employees. For Executive Management Employees, base pay and incentive performance bonuses will both be considered as compensation components. Executive Management Employees do not receive Share the Success Incentives.

## **Annual Share the Success Employee Incentive Program**

The 'Share the Success' program is as an incentive program designed to promote success of the organization. The incentive to encourage efficiency in work habits, productivity, paying closer attention to safe work environments, utilizing creativity and innovation in job processes, maintaining equipment and vehicles so as to keep them in good working condition and seeking ways to improve excellent service delivery is the intended goal of this program.

The Share the Success Employee Incentive Program replaced the annual Christmas bonus, which was included in the annual budget and was based on each individual's length of service. The Incentive Program is instead based on team performance and is not included in the annual budget. Instead, it is funded when the annual goals are met and the results are positive and surplus funds are available based on September 30 year-end financials. Share the Success awards are typically made in early December to all eligible employees in good standing.



**CITY OF CAMILLA, GEORGIA**  
**ORDINANCE NO. 2021-04-12-1**

**AN ORDINANCE AUTHORIZING THE PLACEMENT OF STOP SIGNS AT PARTICULAR STREET INTERSECTIONS WITHIN THE CITY OF CAMILLA TO CREATE THREE AND FOUR-WAY STOPS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND FOR OTHER PURPOSES.**

**WHEREAS**, it is the duty of the Camilla City Council to protect the health, safety, and welfare of the citizens of the City; and

**WHEREAS**, Section 10-1-3(a) of the Official Code of Ordinances of the City of Camilla authorizes the City Manager or his designee, upon authorization by the City Council by Ordinance, to designate and maintain traffic control signs, including stop signs; and

**WHEREAS**, after careful study and deliberation, it has been determined that it is in the best interest of the safety of the citizens of Camilla to create three-way and four-way stops at the intersections of those streets listed on "Exhibit A" attached hereto;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Camilla, as follows:


**Section 1.** Stop signs shall be erected at the intersections of the streets shown on "Exhibit A" attached hereto creating three-way and four-way stops.

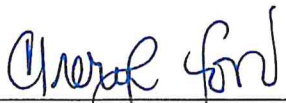
**Section 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SO ORDAINED this 12<sup>TH</sup> day of APRIL, 2021.



CITY OF CAMILLA

By:   
Kelvin M. Owens, Mayor

Attest:   
Cheryl Ford, Clerk

First Reading: April 12, 2021  
Second Reading: Waived

**ORDINANCE NO. 2021-04-12-1**  
**EXHIBIT A**

- 1) A three (3) way stop sign at the intersection of Palmer Street and Newton Street;
- 2) A four (4) way stop sign at the intersection of North Butler Street and Newton Street;
- 3) A four (4) way stop sign at the intersection of North Butler Street and Marietta Street;
- 4) A three (3) way stop sign at the intersection of Palmer Street and Marietta Street;
- 5) A three (3) way stop sign at the intersection of Stadium Drive and Pine Hill Circle (west – nearest Cairo Road);
- 6) A three (3) way stop sign at the intersection of Court Drive and East Camellia Street; and
- 7) A three (3) way stop sign at the intersection of Thomas Street and East Bennett Street.

**CITY OF CAMILLA, GEORGIA**  
**ORDINANCE NO. 2021-04-12-2**

**AN ORDINANCE AMENDING TITLE 10 OF THE OFFICIAL CODE OF ORDINANCES OF THE CITY OF CAMILLA BY ADDING A NEW CHAPTER 6 PROVIDING STANDARDS FOR THE NAMING OF STREETS WITHIN THE CITY; REPEALING ANY ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Mayor and City Council of the City of Camilla are the governing authority of the City of Camilla and are responsible for naming the various streets located in the corporate limits of the City of Camilla; and

**WHEREAS**, the Mayor and City Council of the City of Camilla desire to provide for a set of standards and procedures to be used in the process of naming streets within the corporate limits of the City of Camilla;

**NOW THEREFORE** be it ordained by the Mayor and City Council of the City of Camilla as follows:

**Section 1.** A new Chapter 6 of Title 10 of the Official Code of the City of Camilla is adopted as follows:

**Section 10-6-1**      **Standards for Naming of Streets**

- (a) A street shall not be given a name which duplicates the name of any other street in the city or county.
- (b) A street shall not be given a name which sounds like or approximates the name of any other street or road in the city or county.
- (c) The proposed name of any new streets will be verified with the planning department to avoid duplication before any assigning will be completed.
- (d) An official name shall be given to a private street and approved by the planning department when the private street services five or more residences or the location and/or length of the private street is such that, for safety and emergency purposes, it is more appropriate to name the private street than to assign addresses from the main street.
- (e) The City of Camilla Planning Commission shall hold a public hearing to consider applications to rename existing city streets. All recommendations from the Planning Commission will be presented to the Mayor and City Council for public hearing and



final approval by ordinance. Public hearing notices shall be posted not less than 15 nor more than 45 days prior to the scheduled date of public hearing before the Planning Commission and City Council. The planning department will identify all interested parties directly affected by the proposed street name change and notices will be sent to the applicant and interested parties of the Planning Commission public hearing. The planning department staff will review and recommend to the Planning Commission, as appropriate, changes in names for streets and other public and non-dedicated ways of the city, based on evaluation by the following entities:

- (1) The city clerk;
- (2) Chief of Camilla Police Department
- (3) Chief of Camilla Fire Department;
- (4) Sheriff of Mitchell County;
- (5) U.S. Postmaster of Camilla;
- (6) Director of Mitchell County Emergency Medical Services;
- (7) Director of Camilla Public Works Department;
- (8) E-911 Director for Mitchell County.

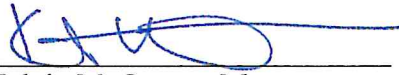
- (f) Applications to rename existing streets and other public and non-dedicated ways of the city will NOT be considered if the proposed name is that of a living individual.

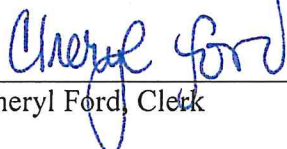
**Section 2.** All ordinances or parts of ordinances in conflict herewith are repealed.

SO ORDAINED, this 12th day of April, 2021.

CITY OF CAMILLA



By:   
Kelvin M. Owens, Mayor

Attest:   
Cheryl Ford, Clerk

1<sup>st</sup> Reading: April 12, 2021

2<sup>nd</sup> Reading: Waived