

**MINUTES – REGULAR MEETING
CITY OF CAMILLA, GEORGIA
AUGUST 8, 2022**

The regular meeting of the Mayor and City Council of the City of Camilla was called to order at 6:00 p.m. on Monday, August 8, 2022 by Mayor Owens.

Roll call indicated the following present: Councilmember Tucker, Councilman Burley, Councilman Morgan, Councilman Collins, Councilman Pollard, and Councilman Palmer.

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

OPENING PRAYER AND PLEDGE

City Manager Stroud gave the invocation and the Mayor and Council led the Pledge of Allegiance to the Flag.

CITIZENS AND GUESTS

Sign-in Sheet Attached.

APPROVAL OF AGENDA

A motion was made by Councilman Pollard and seconded by Councilman Burley to approve the August 8, 2022 agenda. Councilmember Tucker requested an amendment to add Executive Session for the purpose of legal. The motion was seconded by Councilman Palmer. In favor of the amended motion: Councilmember Tucker, Councilman Burley, Councilman Morgan, Councilman Collins, and Councilman Palmer. Councilman Pollard voted in opposition. The motion passed by a 5-1 vote. Mayor Owens stated they would go into Executive Session for legal after the Mayor's announcements.

APPROVAL OF MINUTES

Mayor Owens asked for a motion to approve the minutes from the June 13, 2022 Called Council Meeting. A motion was made by Councilman Morgan, seconded by Councilman Pollard, and passed by a unanimous vote.

SPEAKER APPEARANCES

Julie Tucker was recognized and stated she is opposed to licensed alcohol beverage catering and does not think it is a good thing to bring people from Atlanta to our city. Even though they might charge a small fee the funds will not benefit Camilla and make it worse here for our folks. She is opposed to the new voting machines and it is not a good thing to spend \$71,000 or \$48,000 or whatever the amount will be and there are other options to be considered. She believes they should put the \$710,000 back in the MEAG fund instead of leaving it in a lower money market account. Councilmember Tucker stated for the record she provided each of the councilmembers Harrison Edwards' opposition to the current new youth council resolution.

ACTION ITEMS

ORDINANCE NO. 2022-08-08-1 – LICENSE ALCOHOL BEVERAGE CATERER (second reading)

The Mayor and Council held the first reading of an ordinance to provide for the licensing and regulation of licensed alcohol beverage caterers at their regular meeting on July 11, 2022. The Council has determined to further define catering services by licensed alcoholic beverage caterers and determined alcohol beverage catering will promote events within the city and provide for additional economic development of the city. The second reading of Ordinance No. 2022-08-08-1 is being conducted tonight. The Council recommends adoption of Ordinance No. 2022-08-08-1 and authorizes the Mayor to sign. A motion was made by Councilman Pollard and seconded by Councilman Burley to adopt the ordinance and authorize the Mayor to sign. Mayor Owens pointed out the primary reason for introducing this particular item is because up north the entertainment space is becoming extremely congested. It is expected the entertainment world here in Georgia is going to expand and one of the places we are seeing a lot of entertainment activity is in southwest Georgia. Providing an opportunity for promoters to come and utilize one of our three entertainment zones, to include the stadium, could be a tremendous boost to our local economic activity and for that reason he supports the ordinance. Councilman Pollard commented as they look downtown and at downtown businesses and the future growth of Camilla, there are a lot of businesses around 5:00 p.m. that are not thriving. To see increase in growth they must increase foot traffic, which comes from the people. Without people there is no growth and it is time for business owners downtown to have some growth. If there is no action downtown empty buildings will continue. During Cinco de Mayo downtown was packed from 11:00 a.m. to 11:00 p.m. and businesses were thriving. To say it will not benefit Camilla, they need to ask the business owners. Councilman Morgan stated this opens an opportunity for some of our local businesses and neighboring communities to come in and assist our community and help move us in the direction we are looking to move to. The motion passed by a 5-1 vote with Councilman Palmer voting in opposition.

RESOLUTION NO. 2022-08-08-1 – CAMILLA YOUTH COUNCIL

The Mayor and Council discussed Resolution No. 2022-08-08-1 at their Work Session on August 1st providing for the establishment of a Camilla Youth Council. The Youth Council will be established to provide city youth an opportunity to participate in the City's decision-making process, create projects and activities in the community, and to instill a sense of civic responsibility, thereby becoming effective leaders and helping to shape the future of Camilla. The Council recommends approval of Resolution No. 2022-08-08-1, allocating a \$5,000 budget from economic development funds, and authorizes the Mayor to sign. A motion was made by Councilman Pollard and seconded by Councilman Burley to approve the resolution, allocate the budget, and authorize the Mayor to sign. Councilmember Tucker emphasized she would like to see them make a slight amendment to the proposal on Page 2, Section 2 – Membership Qualifications and Terms. She feels they are exempting some city residents, Camilla taxpayers children, that would not be given the opportunity to participate if they are home schooled or attend school outside the city limits. The current language reads currently reside and attend school and she would like it to be currently reside and in parentheses to include private, public, and charter schools. Mayor Owens commented if Councilmember Tucker would like to offer a substitute motion she could do so. She stated she wanted to see if there was conversation that others came to the same reality it is discriminating against people who are residents of the city of

RESOLUTION NO. 2022-08-08-1 – CAMILLA YOUTH COUNCIL (cont.)

Camilla, taxpayer's children that reside in Camilla, and if they are exempting children that are home schooled and children that attend school outside the city limits. They are city residents and their parents are taxpayers. Councilman Palmer commented he agreed and the only way to do it right is to make it broader. It is too narrow the way it is drawn up. Councilmember Tucker stated in an effort to be cooperative with the Council and form a Youth Council, she offered an amendment for Section 2: Youth Council members should be a high school aged student that currently resides in the city of Camilla and attending school in a public, private, home school or charter school. Councilmember Tucker offered the amended motion that was seconded by Councilman Palmer. Mayor Owens stated as a council (legislative body) government should not be getting in the business of telling parents where their kids should go to school. If a parent or household has made the decision, and they are a resident of Camilla, Georgia, to send their child to a school outside of Camilla that is clearly the business of those parents. Government has absolutely no business of getting in that. He wants to make sure there is nothing in the resolution that suggests parents are forced to do anything related to where their children go to school. All citizens in the city, whether a property owner or ratepayer, contribute to this city. As it relates to a parent's decision to send their children out of the city for school, it is important to understand the purpose of the Youth Council. He pointed out Section 1 – establishment of a Camilla Youth Council. He read from the section and stated these are students and will be a younger version of the body there. They will determine resolutions and policies to be submitted to the Council in the voice of kids and students in the city of Camilla. One of the ways they will be able to do that is in the schools in Camilla and will have a captive audience. The only way they can affect the policies of the youth in this town to the Council is they have to have the ability to talk to the youngsters in school with them. They will hear students talking about things they want to see in the city and those students, to affect or impact the quality of life, is why the resolution is written as is. They will be their eyes and ears in Camilla schools every day and will bring that back to them. If someone is not going to school here it is impossible to do that. Surely no one is expecting us to develop policies about what kids are talking about in other cities. For that reason he could not, respectfully, support the amendment offered by the councilwoman. Voting to amend the motion as offered by Councilmember Tucker: Councilmember Tucker, Councilman Collins, and Councilman Palmer. Voting in opposition of the amended motion: Councilman Morgan, Councilman Burley, and Councilman Pollard. Mayor Owens broke the tie by voting no and the motion failed. Mayor Owens stated they would go back to the original motion as submitted and ask if there was additional discussion.

Councilman Morgan asked when they expect to begin the new Youth Council. Mayor Owens stated before the year is out and in talking with the city manager is something they are trying to do fairly quickly. Councilmember Tucker stated she is very disappointed in the vote and that a student that lives in the city would be able to participate. She is not sure how home schooled kids will talk to others in the lunchroom and included them but excluded Baconton. In an effort to be supportive of our youth and this is something she has wanted to see occur, she will support the original motion but stating how disappointed she is they cannot have a conversation without the fact there is some disagreement she sees as relatively minor and will affect only a few kids that were interested. She will support because she feels it is necessary for the youth in our community. Councilman Palmer commented the way it is structured discriminates against children who live in this town regardless of where they go to school. It is poorly written and

RESOLUTION NO. 2022-08-08-1 – CAMILLA YOUTH COUNCIL (cont.)

unfair. Voting for the original motion as submitted: In favor of the motion – Councilmember Tucker, Councilman Burley, Councilman Morgan, Councilman Collins, and Councilman Pollard. The motion passed by a 5-1 vote with Councilman Palmer voting in opposition.

MEAG POWER TENDER OPTION – VOGTLE UNITS 3 AND 4 PROJECT

The Mayor and Council received information and discussed nuclear plants Vogtle 3 and 4. The City of Camilla is part of the project and has an option to tender a portion of its' percentage in the project. Based upon information provided by the MEAG Power staff concerning the tender option decision pertaining to the Vogtle Units 3 and 4 Project, and after consultation with internal staff concerning the potential benefits and costs associated with the tender option, the City Council of the City of Camilla hereby notifies MEAG Power that it:

- ☐ Does support exercising the tender option by SPV M
- OR
- ☐ Does not support exercising the tender option by SPV M

- ☐ Does support exercising the tender option by SPV J
- OR
- ☐ Does not support exercising the tender option by SPV J

- ☐ Does support exercising the tender option by SPV P
- OR
- ☐ Does not support exercising the tender option by SPV P

Councilman Pollard made a motion as stated to approve the tendering. The motion was seconded by Councilman Burley. Mayor Owens stated the way the motion is structured, and it came from MEAG Power, they have to vote on all three of the special purpose vehicles (SPVs) for this particular project. Councilman Palmer commented as he said last week he will vote no to tender and is not a smart thing to do. With the price of power we are actually making money with our excess power and it is his always his opinion to have more rather than less. He does not see power getting any cheaper in any of their lifetimes. He thinks it is an unwise move to vote to tender and firmly against it. Councilmember Tucker commented she will not support the exercise for the tender option. In talking with other cities they have all elected not to support the tender option which makes this a moot point because it takes all the cities together unanimously in order for them to exercise the tender option. She will be voting no and we have an excess capacity we are able to sell. Mayor Owens stated in exchange for tender we will give up some of our power generation. It has been acknowledged we are currently selling excess power now. What we are dealing with is we have reached a point for the construction cost of Vogtle 3 and 4 nuclear facilities and was supposed to be online a few years ago. Because of cost overruns, other things, and some would say COVID, Vogtle 3 is not scheduled to come online until spring of next year and Vogtle 4 not until later next year. What we are saying is Georgia Power would take on the responsibility of remaining construction costs of something that was supposed to be ready a few years ago. The fuel has not been loaded in 3 yet and there is a lot of work still to be done. This is an opportunity to trigger the tender so the remaining costs to build these facilities belongs to

MEAG POWER TENDER OPTION – VOGTLE UNITS 3 AND 4 PROJECT (cont.)

Georgia Power in exchange for a nominal amount of future energy when we are already selling the excess. Mayor Owens stated he would ask in the affirmative for SPV M, J, and P since the motion was stated in the affirmative:

The City of Camilla does support exercising the tender option by SPV M:

Voting in favor – Councilman Burley, Councilman Morgan, Councilman Pollard

Voting in opposition – Councilmember Tucker, Councilman Collins, Councilman Palmer

With a 3-3 vote, the Mayor voted yes to tender SPV M and the motion passed.

The City of Camilla does support exercising the tender option by SPV J:

Voting in favor – Councilman Burley, Councilman Morgan, Councilman Pollard

Voting in opposition – Councilmember Tucker, Councilman Collins, Councilman Palmer

With a 3-3 vote, the Mayor voted yes to tender SPV J and the motion passed.

The City of Camilla does support exercising the tender option by SPV P:

Voting in favor – Councilman Burley, Councilman Morgan, Councilman Pollard

Voting in opposition – Councilmember Tucker, Councilman Collins, Councilman Palmer

With a 3-3 vote, the Mayor voted yes to tender SPV P and the motion passed.

YOUTH EMPLOYMENT PROGRAM

The Mayor and Council discussed a Youth Employment Program to be hosted and sponsored by the City of Camilla. The program goal is to provide teen participants with real-life work experiences and preparation for the working world. The program will be from October to March and ARPA funds in the amount of \$100,000 will be allocated for funding. The hourly rate of pay is \$10.00 and youth will be employed through an application process. The age group for participation is 14 to 19 years of age. The City will be partnering with the Boys and Girls Club to assist in the administration of the program. The Council recommends approval of the Youth Employment Program and allocating \$100,000 from the American Rescue Plan Act to fund the program. A motion was made by Councilman Pollard and seconded by Councilman Burley. Councilman Morgan stated as sponsor of the program he is super excited about it and ready to promote in the community and getting our youth jobs and money in their pockets to assist in this economic climate we are in. Also to give our youth the proper training they need to be successful as they navigate through high school and the real world. Councilman Palmer asked if this is just for kids at the Boys and Girls Club. Mayor Owens stated the Boys and Girls Club is only administering the program. If you are a non-profit in the region they will be eligible to hire one or more to work at the non-profit. The vehicle to get the 14 to 19 year old at your office to work will be the Boys and Girls Club and they are strictly the pass through. This is not a Boys and Girls Club program. They are contacting the non-profits and they will then give them the paperwork and set up with the non-profit. They will send the time sheets in to the Boys and Girls Club who will send to us to reimburse. If you are a student or a 14 to 19 year old and looking to work and meet the criteria they will have an opportunity to apply. You do not have to be a member of the Boys and Girls Club. Councilman Palmer asked if it only applied like the Youth Council to Mitchell County schools. Mayor Owens replied the city of Camilla and if you are a resident in the city of Camilla. Councilman Palmer stated it is discriminating against children who attend other schools who live in Camilla. Mayor Owens stated this is strictly a residence

YOUTH EMPLOYMENT PROGRAM (cont.)

test. If you live in the corporate city limits of Camilla and are 14 to 19 years old you are eligible for this program. Councilman Pollard commented the word that needs to be spoken is if you are a citizen of Camilla. Councilmember Tucker commented she would like to see if in the general information about the youth being served, it could say a citizen of Camilla or a resident of Camilla. This is the type of program she really likes to get behind and the type of thing she could if they had a functioning Council where they talk to each other and worked out these things ahead of time. Her concern is for a five-month program in the amount of \$100,000 is a little excessive in the amount. Her other concern is the only accountability requirements she sees are time sheets. She thinks they would like to see more than just hours worked and something more quantitative and antidotal information to tell them what the youth were doing for the non-profit. She has been in local government since 1989 and the way the Council should work is they should talk to each other. They have a proposal she would really like to get behind but she has an issue with the amount as well as strengthening the accountability. She cannot support at \$100,000 and if less she could support it. Mayor Owens stated this part is the allocation of the money and there is a memorandum of understanding that will come back to Council. This is about allocating the money and the rough math is this will serve about 16 to 20 kids. The total cost is about \$72,000 to do that. In the M.O.U. they will have with the Boys and Girls Club will be approved by the Council. It is anticipated between 12 and 18 percent for administrative costs. The raw salaries is at \$72,000 for the youth and additional costs for the administration of the program: checks, training, and administrative support required. He commended Mayor Pro Tem Morgan as he proposed this and it is being funded from ARPA. This is what the money was designed to do and for the Mayor Pro Tem to come up with this creative way to get these resources in the hands of our youth is nothing short of outstanding and he truly appreciates him for that. This is the second item tonight on the agenda that talks directly about empowering our youth. Gang activity is on the rise in our region and if we do not get our kids involved in constructive activities they are going to have a problem. The City of Camilla received \$1.8 million in ARPA money. They are dedicating \$100,000 for this particular program to put our kids out in the workforce to learn the responsibility of getting up and going to work for the next six months. He gets it that folks have talked about their work and police task forces and these types of things. He does not have a problem with folks in the business of enforcing the law. They are going to have to get away from the mentality the only way to deal with youth gang activity is to lock the kid up. He submits a war on poverty is a war on crime. There are no words for him to express how important it is to get the kids in this city engaged in constructive activity. The commitment this City Council is putting forward tonight, in terms of history, is one of the most comprehensive amounts of resources they are putting towards our youth in one night that they have probably done in the city's history. He is proud to sit in his chair and witness it. Councilmember Tucker made a friendly amendment to what has been proposed to add on Page 2, under youth served, reside in the city of Camilla. Under reporting and reimbursements, under the verification of hours worked via time sheets, also outcomes and testimonials of work performance. Councilman Morgan commented in conversation with Mrs. Peoples who assisted them in developing the program, the evaluations will be there and something she preached on greatly in the meetings. They want to know how the program is going and how the youth are benefiting and growing from the program. This is simply the budget narrative and a separate M.O.U. Councilmember Tucker commented she understands it is like a drawdown grant. They submit and are reimbursed and not that they will send a check for \$100,000. If they work 15 (fif-

YOUTH EMPLOYMENT PROGRAM (cont.)

teen) hours a week that totals up to \$60,000 if they can fully staff with that many and have the time to work 15 hours a week. Now it is getting closer to the amount she is comfortable with and if she can offer as a friendly amendment, she will be in full support. Mayor Owens commented this is the proposal and the actual memorandum of understanding has not been created yet. What they have tonight is the funding source and is the framework of the program and anticipated costs, which is about \$72,000 not counting the administrative costs. He thinks the amendments she is offering should be included in the M.O.U. if not already part of the proposal by putting the language in there as a resident of Camilla and to have a way to gauge the outcomes is important. In September they should have a working document of what this program will be. What they are doing now is outlining the budget. They are voting on the funding source of \$100,000 tonight. Councilman Palmer asked that the amended motion include the M.O.U. be included once received. Councilmember Tucker amended her amended motion to include subject to terms of the M.O.U. with items discussed. She is doing this is an effort to reach a sense of cooperation among the Council. Mayor Owens stated the original motion was not seconded so this is the motion. The amended motion was seconded by Councilman Palmer. Voting in favor of the motion: Councilmember Tucker, Councilman Collins, and Councilman Palmer. Voting in opposition: Councilman Burley, Councilman Morgan, and Councilman Pollard. Councilman Pollard commented he did not see any need for contingent upon and something they will discuss in the September meeting. Mayor Owens stated the concept of what Councilmember Tucker is speaking of is the items will make it to the M.O.U. The Mayor voted no to the amended motion and the motion failed. Voting in favor of the original motion: Councilman Burley, Councilman Morgan, Councilman Collins, and Councilman Pollard. Voting in opposition: Councilmember Tucker and Councilman Palmer. The motion passed by a 4-2 vote.

DOMINION VOTING MACHINES

The Mayor and Council discussed the purchase of voting machines to be used in City of Camilla municipal elections. The Council recommends authorizing City Manager Stroud to spend up to \$60,000 from economic development funds to purchase required equipment for the city to conduct its' elections with electronic voting technology. A motion was made by Councilman Pollard and seconded by Councilman Burley. Councilman Pollard asked for an update on the electronic equipment. City Manager Stroud commented the last quote was in the amount of \$38,000 for the in-person voting equipment. When added all up it is \$53,637.52. Mayor Owens commented last week we had questions from Councilmember Tucker and the server costs and one other item. City Manager Stroud commented he spoke with Dominion and was told he did not need the server and it is \$2,200 a day for the training. He spoke with Eatonton and Snellville and Eatonton had no issues with running their elections. As far as Dominion they will reduce the number of machines to get to a reasonable figure. Councilmember Tucker stated when he mentioned the EMS server was not needed he will recall she said that she did not think we would be allowed to have an EMS server because no cities in Georgia are allowed to have an EMS server. The EMS server is to create your media and in the absence of us not having a server, how would our media be created for us. She assumes it will be created for us by Dominion and there is no cost shown for that fee. City Manager Stroud stated the cost is what he was told they needed to run a successful election. If something has been missed he will go back to them. She stated one thing omitted is the logic and accuracy testing cost and the last time she saw a Dominion price sheet it was \$2,000 per day. It has to be done every election. It is not included on

DOMINION VOTING MACHINES (cont.)

the sheet and in the absence of having an EMS server, who creates the media. SD cards will be needed for every ICP, poll worker cards, and technician cards created. She assumes Dominion is and they will not do it for free and need to know that cost. They are charging \$648 for voter cards and there is nothing in the price sheet that activates a voter card. In a county election you go in to vote and show your form of ID. They have a reader on a poll pad and it reads your drivers license number and correlates you then via your drivers license number with your voter registration information. Everyone has a unique voter ID with the State and have their own combos based on the fact they all live in the second congressional district, Joe Campbell's house district, and Freddie Sims district. As you keep layering on not all live in the same school board district, city district or county commission district. The combos will be different and the green card will have to be programmed to say I need a ballot with this combination of candidates, they have quoted the cards but how is the ballot going to get on the card. There is a good reason 90%+ of the cities in Georgia contract with the counties to do this is because elections are complicated. She offered a few days after she was elected in November of 2021 and offered the option to let the voter vote on a piece of paper and scan through the ICP. The staff will be much more pleased with that system. Not only are we wanting to have integrity in our system, our intent is to get the results quicker. To get the results quicker the scanner is the only tool that does that for you. If she were to make a recommendation, it would be to buy two ICP scanners so they can have the citizens come in and run it through the scanner. They will also have a verifiable ballot if someone wants to contest that can be counted by hand. She ran numbers on the November 2021 election. They had 1,054 people to vote in that election. She also ran numbers on the special election for Councilman Collins and 600 people voted. Based on our budget of \$10,000 it is about \$17 a vote for the 600 people that voted. If they go to the system proposed it will be three times that because of the additional costs on the operational side. She comes to them having experience in this. In 2001 Cathy Cox, Secretary of State, purchased the first election equipment and she went in 2001 to be trained as an election technician and has worked since then. The election where Councilman Collins was elected at \$17 per vote, if those same people showed up to vote it would be \$50 per vote per person. When talked about in that perspective she thinks citizens start paying attention. All you need to do is talk to any county election official to know their budgets have tripled because of the election equipment. She is fully supportive of getting scanners and believes they are not large enough as a city, based on their size, to warrant the full scale of equipment. She has the information validated with the Secretary of State's office and Dominion officials this is more equipment than we need. The ICP will get them what they want which is results at 7:05. City Manager Stroud stated he was charged with bringing this to them and they would tell him the direction to go. Councilmember Tucker stated she can only offer what experience she has from 2001 to 2022 working every year in elections and equipment. Mayor Owens commented one of the things he wanted to do is allow Councilmember Tucker to express her expertise in this field and it is appreciated. He reminded everyone that municipalities, when it comes to how our elections are conducted, is a little different than everyone else in terms of what the rules are and what we can do. Once these machines arrive it is a little different than how the county operates or even the State. The other aspects of the technical stuff, Dominion will help us with that. Whereas we appreciate the expertise and math the councilwoman said she did, we can truly appreciate that. Other than trying to get results at 7:05 we are also trying is to move Camilla into the 21st century. For that reason it is something he will be supporting and appreciates the city manager getting the extra

DOMINION VOTING MACHINES (cont.)

information. Councilman Palmer commented the SPLOST list identifies \$50,000 and where the difference in the money will come from. City Manager Stroud commented he brought three quotes and tonight they have the latest quotes. Mayor Owens stated it was originally discussed it would come from economic development. It is coming from SPLOST that will be voted on in November. The idea will be the reimbursement for that. In the interim, it will be paid from economic development and the funding source. Councilman Palmer asked in the proposed budget would the increased costs be identified in the budget from here on out. Mayor Owens stated it is inclusive when we have an election there is already a budget for the elections. It is somewhere between \$10k and \$12k and we just did about \$18,000 in the current year budget. We had an election in November and a special election. There is already a budget built in for elections in election years and is inherent. The economic development money is unbudgeted and the purchase of this equipment will not have an impact on the budget. Councilman Palmer stated this should not be pulled out of economic development and did not meet the definition of economic development. Mayor Owens stated any time you talk about economic development it is one of those subjects of varying opinions. Anything you can do to improve the quality of life and especially how we select our elected officials fits in the realm of economic development. He thinks folks considering moving here would like to know that we have grown beyond paper and pens to elect our leaders. Councilmember Tucker commented stated she believes she understands now looking at the proposal. If the question posed to Dominion was what do I need to run an election, she knows why they have more on there than is needed. If she was in the sales field she would try to oversell as well. She is disappointed that her 20+ years of technical skills regarding elections are not being considered and it is going to cost the citizens of Camilla additional money. To correct the record, no matter if a city or a county does an election they are subject to all election law under O.C.G.A. 21-2 and we do not run elections as they wish. They follow the law in the city and the county elections. She will be voting no on this because this an excessive amount of equipment for a race such as Mr. Collins with 600 voters or Councilman Pollard's one thousand voters in District 1 and 2 combined. This is an excessive amount of equipment and she will be glad to sit down with the city manager and the mayor and work out the numbers with formulas given from the Secretary of State's office to show them exactly how much equipment they need. She will be voting no. Mayor Owens stated the law, whether it is on paper or technology, has to be followed. We are talking about the method of how we count votes. The good news is as it relates to opinions around the table, there are seven elected officials and it is the majority of the Council that ultimately makes the decision of what makes sense and what does not. He wants to make sure everyone understands the city manager did exactly what he was asked to do. So whether or not the sales person did this or that, the city manager did exactly what he was asked to do. What happens next is on the elected officials in the room. Councilman Pollard commented he appreciates what City Manager Stroud brought to the table, which is to bring back the numbers and it is up to them where they go from there. It is now based on what one's experience may be but a collective Council that makes the decision. Mayor Owens confirmed the amount at \$60,000 from economic development funds. Voting in favor of the motion: Councilman Burley, Councilman Morgan, and Councilman Pollard. Voting in opposition of the motion: Councilmember Tucker, Councilman Collins, and Councilman Palmer. The Mayor broke the tie with a yes vote and the motion passed.

BOYS AND GIRLS CLUB PROJECT

The Mayor and Council discussed a new City of Camilla Resource Center that will house the Boys and Girls Club (BGC). SRJ Architects has prepared preliminary cost estimates for the construction of the center that will be funded with \$1.5 million from MEAG Trust Funds and other funds to include SPLOST, ARPA, and economic development. The architect's scope of services include usual and customary structural, mechanical, and electrical engineering services. The Council recommends approval for Mayor Owens to enter into a contract with SRJ Architects to construct the City of Camilla Resource Center and sign the Standard Form of Agreement between the Owner and Architect for the project as submitted, contingent upon final approval from the City Attorney. A motion was made by Councilman Pollard and seconded by Councilman Burley. Mayor Owens commented the contingency upon final approval by the city attorney has been done. Councilman Palmer commented it is called a resource center and what that is. Mayor Owens stated the current building the BGC is in right now is called the Mitchell County Resource Center and the City of Camilla owns it and wants to make sure that distinction is there. It is a resource center not only because BGC is in there but at least one non-profit operates out of the building. Because BGC is currently in there, once this resource center is built it will house BGC as we are doing now and owned by the City and is the distinction. Councilman Palmer stated he asked for a vote of the Board from the BGC and did not get that, the number of students that live in the city and live in the county that attend the BGC, and not heard anyone say that any outside source for funding was mentioned or even sought out. Without having that information, he supports the BGC and will vote no. Councilmember Tucker commented she is on record with her concerns about maintenance of the building and no discussion about long-term maintenance insurance and a parking lot. She has not had the first resident give support to this project. It all boils down to the \$1.5 million being pulled from the trust fund. People who are supporters of the BGC and the citizens who called her and asked her to vote no have for years supported BGC. She is already on the record being opposed to \$1.5 million that is coming from the trust fund and she will vote no. Councilman Pollard reminded everyone that the BGC sits in District 2 and a lot of the kids that attend are residents of District 2. It is unbelievable to him that someone would vote against putting their kids in a safer environment and complain about how much you spend on the children. They support the BGC, but who is in the BGC? It is young men and ladies that hopefully will be our future that BGC interacts with and house. If they are for the BGC they certainly should be for the kids. You cannot separate the two and there is no difference. He asked which one were they for. Mayor Owens commented he spoke earlier about the investments they are making tonight. Tonight they are making probably the most significant investment in their children that has been made in Camilla's history in one night. He does not know who would be against increasing or improving the technology for children in our town. This is workforce development at its' core. As mentioned earlier, when you are talking about growing a city, the best investment a city can make is in its children. Roll call vote: In favor – Councilman Burley, Councilman Morgan, and Councilman Pollard. Voting in opposition – Councilmember Tucker, Councilman Collins, and Councilman Palmer. The Mayor broke the tie with a yes vote and the motion passed.

SPLASH PARK – EXTENSION OF SUMMER DATES THROUGH LABOR DAY

The Mayor and Council discussed extending the hours of operation for the splash park. In accordance with park policy, the splash park is open when K-12 school is on summer break, on weekends when K-12 school is in session, and closed during winter months. The Council recom-

SPLASH PARK – EXTENSION OF SUMMER DATES THROUGH LABOR DAY (cont.)

mends amending the policy to allow the park to be open 7 days a week until Labor Day. A motion was made by Councilmember Tucker and seconded by Councilman Palmer. Councilmember Tucker stated she wanted to make the distinction this is worded differently than the proposed motion she made at the work session to be brought forward. She is fine with the motion but what she made was the city manager was authorized to adjust park hours and days. Mayor Owens commented she could amend her motion. Councilmember Tucker amended the motion to the city manager is authorized to adjust park hours and days as needed. The motion was seconded by Councilman Palmer. Voting in favor of the motion: Councilmember Tucker, Councilman Collins, and Councilman Palmer. Voting in opposition of the motion: Councilman Burley, Councilman Morgan, and Councilman Pollard. Mayor Owens broke the tie by voting no and the motion failed.

GEFA (GEORGIA ENVIRONMENT FINANCE AUTHORITY) LOAN APPLICATION

The Mayor and Council discussed submittal of a GEFA loan application for infrastructure improvements at the City's sprayfield. The City has been identified to receive \$1,578,000 from the Clean Water State Revolving Fund with a potential principal forgiveness of \$710,000. The Council recommends authorizing the Mayor to sign the loan application and forwarding to the Georgia Environmental Finance Authority. A motion was made by Councilman Pollard and seconded by Councilmember Tucker. Mayor Owens stated he would be signing the application this week and give to the city manager to forward. City Attorney Coleman commented as part of the application he would see the loan documents. The motion passed by a unanimous vote.

MEAG TRUST REFUND – GEFA GRANT FUNDS (\$710,000)

The Mayor and Council discussed a request to refund the MEAG Trust Fund in the amount of \$710,000, representing the potential forgiveness of a GEFA loan to make infrastructure improvements at the sprayfield. The Council recommends refunding the MEAG Trust Fund in the amount of \$710,000. A motion was made by Councilman Palmer and seconded by Councilman Collins. Voting in favor of the motion: Councilmember Tucker, Councilman Collins, and Councilman Palmer. Voting in opposition: Councilman Burley, Councilman Morgan, and Councilman Pollard. The Mayor voted no and the motion failed.

COLLEGE AND CAREER ACADEMY INTERNSHIP PROGRAM

The Mayor and Council discussed the City's relationship and obligation with the Mitchell County High School College and Career Academy Internship Program. Seven high school students will be selected to internship with the City. Three students will be assigned to shadow the city manager, city clerk, and human resources director. Two students will be assigned to the electrical department, one to public works, and one to the water department. The Council recommends allocating \$100,000 from economic development to fund the internship program. A motion was made by Councilman Pollard and seconded by Councilman Burley. City Manager Stroud commented across municipalities everywhere city and county workers are getting older and a great opportunity to develop a pipeline of experienced workforce and would love for the body to support. Councilman Palmer commented nowhere in the ARPA funds or any other funds do they have money fund a project like this. City Manager Stroud replied for this particular program it is a prime opportunity for economic development and they are creating workforce

COLLEGE AND CAREER ACADEMY INTERNSHIP PROGRAM (cont.)

development. Councilman Palmer asked if they explored other sources of funding and City Manager Stroud replied this is economic development. Mayor Owens stated tonight the city council is making it clear to the world they are serious about developing the youth in the city. Hopefully years from now this night will somehow manifest itself so you can see exactly why this so important and he is looking forward to the program. Councilmember Tucker stated this is something already committed by a prior Council on September 7, 2021 and a commitment made to the internship program and several others. They are fulfilling a commitment already made. Mayor Owens stated what they are talking about now is the funding source. As Councilman Palmer pointed out, the CCA as is right now, we said we would do some stuff. Councilmember Tucker pointed out this happened in September of last year. It has taken a year to get this done. He appreciates her bringing that up. Roll call vote: In favor – Councilmember Tucker, Councilman Burley, Councilman Morgan, Councilman Collins, Councilman Pollard, and Councilman Palmer. The motion passed by a unanimous vote.

CITY MANAGER EMPLOYMENT CONTRACT

The Mayor and Council discussed the terms and conditions of an employment agreement for Interim City Manager Dennis Stroud. The interim city manager shall receive a base salary of \$110,000 and other rights and responsibilities as defined and outlined in the agreement. The Council recommends executing the employment agreement with a term of June 1, 2022 through June 30, 2023 and authorizing the Mayor to sign. A motion was made by Councilman Pollard and seconded by Councilman Burley. Mayor Owens stated City Manager Stroud got here in June and he is glad to see the motion takes it back to June 1st. In about two months this city manager has hit the ground running. They have been extremely active as a Council for the past two months, approving things already approved a year ago. He came here and got to work. This motion says June 1st and he came here – don't worry about me. I am going to do the work and you can get me later. He was not worried about the contract or benefits but getting to work. They are extremely lucky to have him here. Voting in favor of the motion: Councilmember Tucker, Councilman Burley, Councilman Morgan, Councilman Collins, Councilman Pollard, and Councilman Palmer. The motion passed by a unanimous vote.

FINANCIAL CONSULTANT CONTRACT

City Attorney Coleman commented the contract will be between SMR and Ms. Roberts will not be paid as an employee but a principal in the corporation. The contract has been drafted with that change and can be approved at \$67,500 and they will not be taking out taxes. Mayor Owens asked, based on the city attorney's amendment, for a motion to authorize the Mayor to sign the contract with the financial consultant contingent upon the changes indicated by the city attorney. A motion was made by Councilman Morgan and seconded by Councilman Burley. The motion passed by a unanimous vote.

REEVE'S CONSTRUCTION PAVING BID

City Manager Stroud commented in June/July he was asked to look at four primary streets to be bidded out – Dogwood, Twitty, Fern, and what has been called Glam. Proposals were put out and

REEVE'S CONSTRUCTION PAVING BID (cont.)

two companies submitted bids. One company withdrew their bid and Reeve's came in as lowest bidder that met all specifications at \$214,050. He asked for their approval so the project can get going. Mayor Owens asked for a motion to award the paving contract as submitted to Reeve's Construction and for the city manager to supervise and authorize the Mayor to sign. A motion was made by Councilman Morgan and seconded by Councilman Burley. Councilman Palmer commented he would like the street to be identified as Underwood Street, which is by the beauty parlor. Councilmember Tucker asked the city manager if he felt comfortable with the Reeve's Construction price since it was the only bid and if competitive. City Manager Stroud stated he was and initially done the math for the tonnage, looked online, and came in with a good number. Councilmember Tucker stated she was reluctant to put it back out to bid if he felt this was a comfortable number. Councilman Palmer asked if it would meet all DOT and other requirements. City Manager Stroud stated it would and you cannot bid out roads or surfaces without meeting all specifications. It has to be put in the bid. Councilman Palmer stated his point was because he only had one bid. City Manager Stroud stated it is not an issue and two companies came to the table and one withdrew. Mayor Owens stated the funding for this is \$300,000 MEAG Trust funds which has been drawn down. One of the streets getting paved is Underwood Street. Businesses are improving their facades right now and if anyone has been over there they know what the road looks like. It has been this way for years and is just one of five that two months on the job we have had a bid and based on the vote tonight, this will get done. Councilman Morgan commented he would like to see them do some creative marketing with the road paving and infrastructure with signage letting residents know their street is being paved, when, and funding sources. The people deserve some type of recognition and awareness when their roads are being taken care of. Roll call vote: In favor – Councilmember Tucker, Councilman Burley, Councilman Morgan, Councilman Collins, and Councilman Pollard. Voting in opposition: Councilman Palmer. The motion passed by a 5-1 vote.

TOOMBS PARK FENCE BID – SHIPP AND SONS FENCING

City Manager Stroud stated the Toombs Park basketball court and playground area was put out to bid. Three bidders came to the table and Shipp and Sons Fencing met all specs and was the lowest bidder at \$54,826.89. Mayor Owens commented this is part of the enhancements they talked about related to ARPA. They have set aside \$300,000 of ARPA funds for future park enhancements and an extension of that. The pavilion was built last year and two months on the job, the fence is ready to go. It will add a tremendous amount of safety to the park and help the kids play in safety and security. A motion was made by Councilman Burley and seconded by Councilman Pollard to award the bid to Shipp and Sons Fencing in the amount of \$54,826.89 and authorize the Mayor to sign the contract. The motion passed by a unanimous vote.

CITY MANAGER'S REPORT

City Manager Stroud stated he spoke with Passero today for the airport fuel farm. The grant application has been submitted and are awaiting on GDOT for approval. He spoke with Barber Contracting and the foundation work for the gateway signs should begin the week of August 15th. The pump for Tyson is ready and should be installed this week.

MAYOR'S COMMENTS

Mayor Owens told the city to continue doing what they are doing and he is extremely proud of everything he is seeing in this city and the work done tonight. He is looking forward to doing more of this and doing things to help move the city forward.

City Manager Stroud briefly reported on the GEFA loans, repayment schedule, and the projects in progress. He will email a progress update on the projects. Councilmember Tucker asked for a similar sheet for ARPA, SPLOST and they have seen a lot of money spent and would like to see balances.

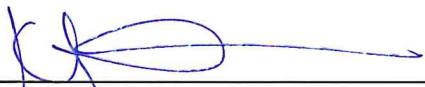
EXECUTIVE SESSION

A motion was made by Councilmember Tucker and seconded by Councilman Palmer to go into Executive Session for purpose of legal. Mayor Owens commented he is not sure what the legal specifically would be and Councilmember Tucker stated she presented to the city manager earlier in the week. City Attorney stated he would be happy to discuss with Council and indicated at this stage it would go to the insurance carrier. Mayor Owens stated this is not something he would recommend and the lawyers are doing their thing and allow them to continue to do that. If the time comes and they need to have conversation the city attorney will let them know. City Attorney Coleman stated he would not be representing them and knows the attorney who probably will. He will not be advising them about this. Mayor Owens stated if there are questions from the Council to talk about the ante litem notice, a majority of the Council will do that. At this stage it has been forwarded to the attorneys to represent and allow them to do what they do and if the time comes for them to speak on this he is sure the city attorney will let them know. In the interim he recommends to let the process go as is. There is no requirement to discuss this item publically or privately. Councilmember Tucker stated the purpose she was trying to explain is there are councilmembers who have questions. City Attorney Coleman stated all of them are named individually and he will be glad to discuss with them. Voting in favor of the motion: Councilmember Tucker, Councilman Collins, and Councilman Palmer. Voting in opposition: Councilman Burley, Councilman Morgan, and Councilman Pollard. Mayor Owens broke the tie vote with a no vote and the motion failed.

ADJOURNMENT

The meeting adjourned at 8:00 p.m. on motion by Councilman Pollard.

BY:


KELVIN M. OWENS, MAYOR

ATTEST:


CHERYL FORD, CLERK

CITY OF CAMILLA, GEORGIA ~ SIGN-IN SHEET

DATE: AUGUST 8 2022 TIME: 6:00 ☐ A.M. ☒ P.M.

MEETING: ☒ COUNCIL ☐ WORK SESSION ☐ OTHER: _____

	NAME	ADDRESS	SPEAKER		TOPIC OF DISCUSSION
			NO	YES	
1	Jimmy Jones	141 BAINBRIDGE BL			
2	Walter Anderson	104 THOMAS ST			
3	Julie Tucker	178 Court Drive		✓	
4	Berni Heard	4514 Sganet Lane Camilla		✓	
5	Delanie Phelps	387 Baber Place	✓		
6	Carl Smith	Camilla			
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**CITY OF CAMILLA, GEORGIA
ORDINANCE NO. 2022-08-08-1**

AN ORDINANCE AMENDING THE CITY CODE CITY OF CAMILLA TO PROVIDE FOR A DEFINITION OF LICENSE ALCOHOL BEVERAGE CATERER; PROVIDING FOR THE LICENSING AND REGULATION OF LICENSED ALCOHOL BEVERAGE CATERERS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the City of Camilla has adopted an alcoholic beverage ordinance to protect the health, safety and welfare of the citizens of the City; and

WHEREAS, Section 9-2-13 of the City Code currently regulates the sale of alcoholic beverages by catering businesses; and

WHEREAS, after careful study and deliberation, the Mayor and City Council have determined to further define catering services by licensed alcoholic beverage caterers; and

WHEREAS, it has been determined that alcohol beverage catering will promote events within the City of Camilla and provide for additional economic development of the City.

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

Section 1. Section 9-2-1 “Definitions” is amended by adding the following:

“Licensed Alcohol Beverage Caterer. Means any retail dealer who has been licensed pursuant to Article 2 of Chapter 4, Article 2 of Chapter 6 of Title 3 of the Official Code of Georgia.”

Section 2. Section 9-2-13 “Regulation of alcoholic beverages served or otherwise dispensed by catering business and person providing certain services at parties, banquets, receptions, and other events” is repealed in its entirety and a new Section 9-2-13 “Sale off-premises for catering purposes” is adopted as follows:

“Sec.9-2-13 Sale off-premises for catering purposes.

(a) Licenses alcoholic beverage caterer. An alcoholic beverages licensee that is also a food caterer may become a licensed alcoholic beverage caterer by meeting all of the following five requirements:

- (1) Complying with all provisions of Chapter II of Title 3 of the Official Code of Georgia (sales off-premises for catered functions); and by
- (2) Meeting the requirement that at least 50 percent of the gross income for such business comes from the sale of prepared foods as set forth in subsection 9-2-3(b) of this chapter; and by
- (3) Applying for an off-premises catering license on the form prescribed by the city; and by

- (4) Paying an annal fee to the city for such a license, with such fee being shown upon a schedule of fees maintained in the office of the finance director; and by
- (5) Obtaining an event permit, as hereinafter defined and provided, for each and every such authorized catered function to which such alcoholic beverage caterer license shall be applicable.

A licensed alcoholic beverage caterer is eligible to sell or furnish only those types of alcoholic beverages as he can sell or furnish pursuant to his underlying alcoholic beverage license.

(b) An event permit, issued by the city manager or his designee, is required before an otherwise licensed alcoholic beverage caterer can sell or furnish alcoholic beverages off premises, i.e., at any location other than the licensed premises utilizing the underlying alcoholic beverage license. In order to obtain an event permit, the licensed alcoholic beverage caterer shall be required to submit a fully accurate and completed application on the form prescribed by the city which shall include the following information:

- (1) Name of caterer;
- (2) Date of event;
- (3) Time (Hours) of event;
- (4) Location (address) of event;
- (5) Host or sponsor of event;
- (6) Estimated number of persons to attend the event that are of legal age;
- (7) Estimated number of persons to attend the event that are not of legal age;
- (8) Whether "open bar" or "cash bar" of alcoholic beverages at event;
- (9) Estimated quantities of malt beverages, wine and/or distilled spirits (to extent authorized by license) to be served at event;
- (10) Whether facility is private or public;
- (11) Whether location is within 100 yards of a church or school building;
- (12) A plat or sketch shall be submitted showing the service area where alcoholic beverages will be served indicating whether said area is within the building or in an open area;
- (13) An event fee in amount shown upon a schedule of fees, not to exceed the amount provided by state law, maintained in the office of the finance director shall be submitted along with the application;
- (14) Comply with the reporting provisions of O.C.G.A. § 3-11-3;

(15) Provide security and parking enforcement plans and personnel as required by the city.

(c) An event permit cannot be obtained unless the event permit application referenced in subsection (b) hereinabove is accurately completed in full and submitted to the city manager or his designee at least 14 calendar days prior to the scheduled date of the event or function. Notwithstanding the foregoing, the city manager in his sole and sound discretion may issue an event permit within a shorter time frame if the event permit applicant has been previously approved and if the proposed event location has been previously approved. Should the City Manager fail to issue a permit, the applicant may appeal the decision to the Mayor and Council who shall schedule a hearing and render a decision within 14 calendar days.

(d) An event permit may be refused by the city manager or his designee for any one of the following reasons:

- (1) Inadequate parking or enforcement personnel at the facility designated;
- (2) Criminal record of host or caterer permit holder;
- (3) Previous complaints on location or of applicant;
- (4) Previous damage to facility by applicant or permit holder.

(e) The city reserves the right to define and/or restrict the service area for serving of alcoholic beverages.

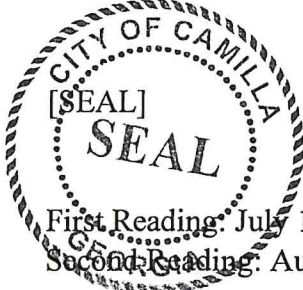
(f) The city shall control the dispensing of alcohol in all of its facilities by requiring the use of a licensed alcoholic beverage caterer if alcohol is furnished at any such facility. Consistent with this article, alcohol may also be dispensed by a licensed alcoholic beverage caterer who has been issued an event permit at facilities of any local, state or federal public entity.

(g) Violation.

(1) It shall be unlawful for any food caterer or person to distribute or sell distilled spirits, malt beverages or wine off-premises except in connection with an authorized catered function for which an event permit has been obtained.

Section 3. All ordinances or parts of ordinances in conflict herewith are repealed.

SO ORDAINED, this 8th day of AUGUST, 2022.



CITY OF CAMILLA

By: _____

Mayor, Kelvin Owens

Attest: _____

Clerk, Cheryl Ford

RESOLUTION NO.: 2022-08-08-1
A RESOLUTION ESTABLISHING A
CAMILLA, GEORGIA YOUTH COUNCIL

WHEREAS, the City Council of the City of Camilla, Georgia desires to offer opportunities for high school-aged youth to learn more about local government; and,

WHEREAS, it is the intent of the City Council that the Camilla Youth Council be established to fill an important role in the having youth exposed to the decision-making process, create projects and develop their leadership skills.

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved, by the City Council of the City of Camilla, Georgia, that the following shall be the charter of the Camilla Youth Council:

Section 1. Establishment of a Camilla Youth Council.

A City of Camilla Youth Council will be established to provide the City's youth with the opportunity to participate in the City's decision-making process, create projects and activities for the community, and to instill a sense of civic responsibility, thereby becoming effective leaders helping to shape the future of Camilla. The Camilla Youth Council members will be the voice of the adolescent population and will assist with implementing the recommendations of the various citywide plans.

The Camilla Youth Council should participate in the following:

1. Assisting city staff with public education and outreach activities to their peers.
2. Coordinating with established programs and organizations in the community working to address the needs and concerns of the youth.
3. Identifying and researching potential programs and activities for youth engagement and education.
4. Assisting with identifying potential solution and research opportunities in support of City programs and activities.
5. Reviewing local, state, and regional policies pertaining to equity, inclusion and engagement of the youth population and recommending enhancements or changes needed.
6. Identifying physical and perceived barriers to active participation in the community and informing possible areas in need of improvements.

7. Identifying the latest developments in community youth engagement in communities, schools, and businesses.
8. Providing recommendations regarding the implementation the various citywide plans.

Section 2. Membership Qualifications and Terms.

The Youth Council shall consist of eight (8) members selected by an Advisory Committee appointed by the City Council. Youth Council members should be high school-aged students that currently reside and attend school (to include private and charter schools) in the City of Camilla. Youth Council members must meet the following qualifications:

1. Have an interest in learning about government and how it functions.
2. Be able to think critically and articulate thoughts and ideas.
3. Be able to commit to serving at least one full term.
4. Be in good academic standing and free of any serious disciplinary infractions within the last six months.

An ideal Youth Council will be composed of a diverse group of young people that represent all youth in Camilla. Members of the board shall support the stated mission and goals of the Camilla Youth Council.

The Advisory Committee shall appoint members to a term of one (1) school year. Members will have to apply every year; should a returning member reapply, he/she will receive preference but selection is not guaranteed. Board members shall serve without compensation.

Section 3. Officers.

The Youth Council shall elect one member to serve as chair and to preside over its meetings, and shall create and fill such offices and sub-committees as it may deem necessary. The term of the chair and other officers shall be one (1) school year, with eligibility for re-election to succeeding terms.

Section 4. Charge and Responsibilities of the Youth Council.

The Youth Council is charged with the following responsibilities:

1. *Mandatory:* Participate in the Youth Council kick-off orientation
2. Draft Youth Council by-laws and establish Committees
3. Attend monthly Youth Council meetings

4. Attend at least three (3) City Council meetings a term
5. Develop at least one (1) citywide function or event
6. Develop a public service announcement regarding an issue currently affecting the adolescent population
7. Develop a communication plan to promote and inform youth of “what’s going on”
8. Research and make recommendations to the City Council regarding a specific task from Camilla’s Strategic Plan.
9. Volunteer for a minimum of eight (8) hours at any city-sponsored event
10. Report the Council’s accomplishments to the City Council at the conclusion of each term.

Section 5. Meetings.

The Youth Council shall meet on the first Wednesday of every month from 5:30 pm – 6:30 pm. Special called meetings may occur more frequently. The Youth Council shall keep a record of its meetings, including attendance of its members and its findings, recommendations, and actions.

Section 6. Meeting Attendance.

Any member of the Youth Council who misses more than three (3) unexcused and consecutive meetings shall lose his or her status as a member of the Youth Council. Absence due to sickness, death, or other emergencies of like nature shall be recognized as excused absences and shall not affect the member’s status on the Council.

Section 7. Quorum and Voting.

A quorum of the Youth Council shall consist of a simple majority. The vote of a simple majority of a quorum shall be necessary to take any official council action.

Section 8. Staff Liaison

The staff liaison for the Youth Council shall be designated by the City Manager and may consist of multiple persons as deemed necessary. The staff person(s) or a staff designee shall attend all Youth Council meetings.

Section 9. Advisory Committee.

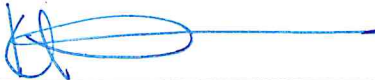
The advisory committee will be comprised of five (5) members: one (1) City staff, one (1) High School Resource Officer, one (1) High School representative, one (1) additional representative from a Camilla High School, and one (1) City Council Member.

The advisory committee will serve as the selection committee for Youth Council members. The

committee will also provide guidance to the Youth Council when necessary on the various responsibilities tasked to the Youth Council.

SO RESOLVED THIS 8th DAY OF AUGUST, 2022.

CAMILLA CITY COUNCIL



Kelvin M. Owens, Mayor



ATTEST



Cheryl Ford, Clerk

CITY OF CAMILLA, GEORGIA

Based upon the information provided by the MEAG Power staff concerning the tender option decision pertaining to the Vogtle Units 3 and 4 Project, and after consultation with our internal staff concerning the potential benefits and costs associated with the tender option, I hereby move the City Council for the City of Camilla notify MEAG Power that it:

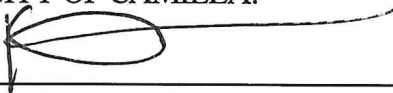
☒ Does support exercising the tender option by SPV M
OR
☐ Does not support exercising the tender option by SPV M

☒ Does support exercising the tender option by SPV J
OR
☐ Does not support exercising the tender option by SPV J

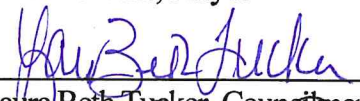
☒ Does support exercising the tender option by SPV P
OR
☐ Does not support exercising the tender option by SPV P

This 8th day of August, 2022.

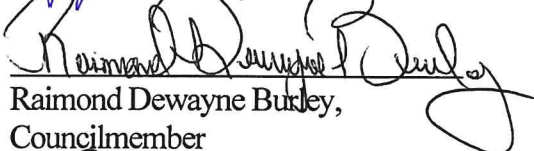
CITY OF CAMILLA:



Kelvin Owens, Mayor



Laura Beth Tucker, Councilmember



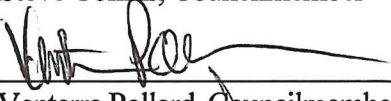
Raimond Dewayne Burley,
Councilmember



Corey Morgan, Councilmember



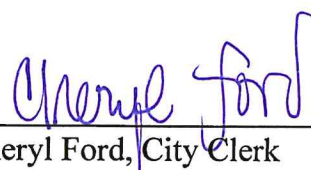
Steve Collins, Councilmember



Venterra Pollard, Councilmember



W.D. Palmer, III, Councilmember

ATTEST: 

Cheryl Ford, City Clerk



City of Camilla
Youth Employment and Employability Programs
Fiscal Year (FY) 2022 - 2023
Proposal for Funding

Application and Proposal Information

Proposal application packages are to be submitted via email to: Boys & Girls Clubs of Mitchell County at: bgcmc@camillaga.net

Application and Proposal Request for Funding

Youth Employment Program Request for Proposal Overview

The Youth Employment Program is hosted by the City of Camilla. The Youth Employment Program provides teens participants with real-life work experiences and preparation for the working world.

Your organization has the opportunity to apply for funding for the 2022 - 2023 Fiscal Year (Program Period). Please read and complete this packet (and additional forms) in its entirety to be considered for funding.

IMPORTANT NOTICE: The submission of a funding proposal and the additional applicable forms does not guarantee funding. Each submitted proposal will be reviewed along with the contractor's current standing with other factors. The City of Camilla reserves the right to accept or decline any and/or all proposals submitted.

Instructions

1. Using the Application and Forms provided, please submit an application and all forms outlining the services your organization would like to provide during the FY 2022 - 2023, if awarded funding.
2. Submit all documents within the submission package by October 2022.

Submission of Proposal and Additional Documents

The contents of your submitted package will include **in this order**:

- ☐ Proposal Application Form
- ☐ Budget Narrative

General Information

Program Guidelines

Program period is October 1, 2022 – March 31, 2023 Contractor **MUST** provide services as proposed and approved for their Youth Employment Programs.

- Eligible 501c3 organizations will receive funding to pay teens eligible to work at their sites.
 - The hourly wage is \$10.00/hour
 - The maximum number of hours a teen can work is 15 hours per week.
 - Youth will be employed through an application process.
 - Funding applications must include detailed description of proposed programs, including number of teens to be employed and a detailed budget.

Youth Served

If awarded funding from the City of Camilla, all youth participating in the Youth Employment and Employability Programs **MUST** meet the following requirements:

- Be ages 14-19 at the time that they are hired
- If under the age of 18, must have a valid/current work permit
- If 17 years or older, must have satisfactory background check as required by funding organization.

Proposal Review and Evaluation

Each submitted proposal package will be reviewed along with the organization. The City of Camilla reserves the right to accept or decline any and/or all proposals submitted.

Award Notification

Organizations that have been selected for Youth Employment and Employability Program funding will be notified via email or phone contact.

Reporting and Reimbursements

- Contractor will submit each month that program is implemented:
 - Verification of hours worked (Time Sheets)

Budget Narrative

The Budget Narrative is required as part of the organization's proposal submission. For the purposes of this funding, the Budget Period is defined as: October 1, 2022 – March 31, 2023

Budget Limits: Budgets will start with the amount of teens you need for your organization. .

The budget narrative must thoroughly describe how the program funds are to be used. When developing the narrative, organizations should consider whether the proposed costs are reasonable and consistent with the purpose, outcomes, and program implementation plan outlined within their proposal.

IMPORTANT NOTICE: The submission of a funding proposal and the additional applicable forms does not guarantee funding. Each submitted proposal will be reviewed. The City of Camilla reserves the right to accept or decline any and/or all proposals submitted.

Contract Award

Agencies awarded funding from the City of Camilla for Youth Employment Program agree to deliver authorized services in accordance with federal and state requirements and all other applicable federal laws, regulations and provisions of the memorandum of understanding.

IMPORTANT NOTICE: Organizations should review contract requirements outlined prior to submitting a proposal and application. Additionally, organizations should confirm with their agency's board of directors, administration and/or governing body that the agency has the ability to comply with the requirements within this proposal request and application.

City of Camilla
Youth Employment and Employability Programs
Application for Funding

Proposal Application Form

- A. Organization's program start date: _____
- B. Organization's program end date: _____
- C. Number of eligible youth to be employed: _____
- D. Program Overview- Provide an overview of the work to be performed by program participants (use additional sheet if necessary):

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears slightly aged or off-white. There is no handwriting or other markings on the page.



August 3, 2022

City of Camilla**Q00008300**

Prepared by:

Budgetary Quote

Beau Roberts

beau.roberts@dominionvoting.com

Product/Service	Description	Qty	Unit Price	Extension
In-Person Voting: Polling Location Hardware				
ImageCast Precinct Tabulator - 320C		4	\$3,900.00	\$15,600.00
ImageCast X Kit - Prime (aluminum) BMD (501)		6	\$3,500.00	\$21,000.00
UPS - CyberPower 1500VA - with Inverter		3	\$737.00	\$2,211.00
			Sub-Total	\$38,811.00
Accessories				
ImageCast Precinct Ballot Box - Plastic		4	\$1,000.00	\$4,000.00
ATI Kit - ICX - USB		2	\$375.00	\$750.00
ImageCast X Prime Transport Bag With Wheels - Georgia		6	\$94.60	\$567.60
Bag - BMD Printer Transport - M501dn		6	\$108.90	\$653.40
ICP Plastic Ballot Box Adapter Kit		4	\$14.85	\$59.40
			Sub-Total	\$6,030.40
Consumables/Parts				
USB Flash Drive - 8GB - 3.0		2	\$18.26	\$36.52
ImageCast X Prime Voter Smart Card - Green		80	\$8.10	\$648.00
ImageCast X Prime Poll Worker Smart Card - Orange		4	\$8.10	\$32.40
ImageCast X Prime Technician Smart Card - Yellow		4	\$8.10	\$32.40
Compact Flash Memory Card 16GB		14	\$46.20	\$646.80
			Sub-Total	\$1,396.12
Support Services				
On-site Services - Election Day	One Day/Election Day	1.0	\$2,200.00	\$2,200.00
			Sub-Total	\$2,200.00
Training				
Training (/day)		1.0	\$2,200.00	\$2,200.00
			Sub-Total	\$2,200.00
Estimated Shipping				
Shipping (estimated)		1	\$3,000.00	\$3,000.00
			Sub-Total	\$3,000.00
Total Purchase Sub-Total				\$53,637.52
Year 1 Purchase Total				\$53,637.52
Election Support Services				
Municipal Ballot Setup - English Only		1	\$3,850.00	\$3,850.00
Municipal Run-Off Ballot Setup		1	\$1,375.00	\$1,375.00
			Sub-Total	\$5,225.00
Annual Licenses				
ImageCast X Annual Firmware License - Prime		6	\$150.00	\$900.00
ImageCast Precinct Annual Firmware License - 320C		4	\$228.00	\$912.00
			Sub-Total	\$1,812.00
Annual Warranties				



August 3, 2022

City of Camilla

Q00008300

Prepared by:
Beau Roberts
beau.roberts@dominionvoting.com

Budgetary Quote

ImageCast X Annual Hardware Warranty - Prime	6	\$155.00	\$930.00
ImageCast Precinct Annual Hardware Warranty - 320C	4	\$135.00	\$540.00

Sub-Total **\$1,470.00**

Annual Fees **\$3,282.00**

Terms and Conditions

This quote is valid for 90 days and subject to change for scope and configuration updates.
All Shipping costs to be invoiced separately to customer. All pricing is subject to standard terms and conditions.
Annual warranties are optional.

Signatures

Customer Name (printed)	Title	Signature	Date (MM/DD/YYYY)



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day August in the year Two Thousand Twenty-Two
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Camilla
30 East Broad Street
P.O. Box 328
Camilla, Georgia 31730

and the Architect:
(Name, legal status, address and other information)

SRJ Architects Inc.
1108 Maryland Drive/P.O. Box 70489
Albany, Georgia 31707/Albany, Georgia 31708

for the following Project:
(Name, location and detailed description)

Boys and Girls Club of Mitchell County,
Camilla, Georgia - 2229

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Paragraph Deleted)

See Exhibit A.

§ 1.1.1 The Owner's program for the Project:

See Exhibit B.

§ 1.1.2 The Project's physical characteristics:

(Paragraph Deleted)

See Exhibit B.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Paragraph Deleted)

See Exhibit A.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

(Paragraph Deleted)

See Exhibit A.

(Paragraphs Deleted)

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Paragraph Deleted)

See Exhibit A.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Paragraph Deleted)

Not Applicable.

(Paragraph Deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(Paragraph Deleted)

See Exhibit A.

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(Paragraph Deleted)

See Exhibit A.

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(Paragraphs Deleted)

See Exhibit A.

(Paragraphs Deleted)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(Paragraph Deleted)

See Exhibit A.

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(Paragraph Deleted)

§ 1.1.11.1 Consultants retained under Basic Services:

(Paragraph Deleted)

See Exhibit A.

(Paragraphs Deleted)

§ 1.1.11.2 Consultants retained under Supplemental Services:

See Exhibit A.

§ 1.1.12 Other Initial Information on which the Agreement is based:

See Exhibit A.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and One Million Dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such

primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00) each accident, Five Hundred Thousand Dollars (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.


Init.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.


Init.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Paragraph Deleted)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect - See Exhibit C
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect - See Exhibit C
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided

§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect - See Exhibit C
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect - See Exhibit C
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Architect - See Exhibit C
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Provided by Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect - See Exhibit C
§ 4.1.1.21 Telecommunications/data design	Architect - See Exhibit C
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	See Exhibit C
§ 4.1.1.29 Other services provided by Specialty Consultants	Owner - See Exhibit C
§ 4.1.1.30 Construction Manager Selection	Not Provided
§ 4.1.1.31 Boundary and Topographical Survey	Owner - See Exhibit C
§ 4.1.1.32 Geotechnical Survey	Owner - See Exhibit C
§ 4.1.1.33 Special Inspections	Owner - See Exhibit C

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Paragraph Deleted)

See Exhibit C.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Paragraph Deleted)

See Exhibit C.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Two (2) visits per month to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Paragraph Deleted)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Paragraph Deleted)

.1 Termination Fee:

Zero (\$0.00)

(Paragraph Deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Compensation shall be 7.25% of the Cost of the Work as defined by Article 6. However, the total Basic Compensation shall not be less than 90% of the 7.25% of the established Stated Cost Limitation (SCL).
(Paragraph Deleted)

(Paragraphs Deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Paragraph Deleted)

Compensation for Supplemental Services shall be in accordance with Exhibit C.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Paragraph Deleted)

Compensation shall be as agreed between the Owner and Architect, if not previously agreed to in Exhibit C.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent (20 %), or as follows:

(Paragraph Deleted)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Ten	percent (	10	%)
Construction Documents Phase	Forty-Seven	percent (	47	%)
Procurement Phase	Three	percent (	3	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(Paragraph Deleted)

SRJ Architect's current Billable Rates shall be in accordance with Exhibit D.

(Table Deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;

- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Twenty percent (20 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Paragraph Deleted)

Compensation shall be as agreed between the Owner and Architect.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Paragraph Deleted)

Illegal Immigration Reform and Enforcement Act of 2011. Owner and Architect both agree that compliance with the requirements of O.C.G.A. 13-10-91, et seq., are conditions of this Agreement. By signing this Agreement, Architect certifies that he/she is in compliance with O.C.G.A. 13-10-91, et seq., and will continue to comply with the statutes during the term of this Agreement.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document B253™-2019, Standard Form of Architect's Services: Furniture, Furnishings, and Equipment (FF&E) Design Services

(Paragraphs Deleted)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraphs Deleted)

[X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Initial Information

Exhibit B - Design Program

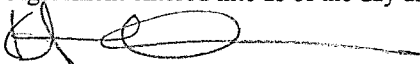
Exhibit C - Additional Services

Exhibit D - SRJ's Current Billable Rates

- .4 Other documents:

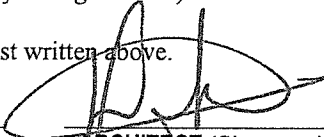
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Kelvin Owens, Mayor

(Printed name and title)


ARCHITECT (Signature)

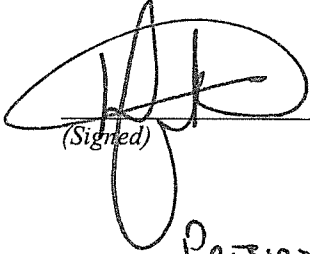
Michael A. Johnson, President & CEO

(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Sonya D. Spalinger, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:39:13 ET on 08/02/2022 under Order No. 2114281239 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

President & CEO

(Title)

08/02/2022

(Dated)

Exhibit A
Initial Information

Boys & Girls Club of Mitchell County,
Camilla, Georgia - 2229

a. Project Definition:

Boys & Girls Club of Mitchell County, Camilla, Georgia - 2229:
Refer to Exhibit B.

Facility Programming requirements: Refer to Exhibit B.

Site data requirements (if required): Refer to Exhibit B.

Equipment/Technology requirements: Refer to Exhibit B.

Alternatives considered: Owner may direct Architect to include Alternates.

- b. Owner's budget for the "Cost of the Work" (Article 6):
Construction: \$2,069,812.00
Furnishing, Furniture, & Equipment: \$ 206,981.00

Owner's Schedule:

Construction: Substantial completion on or before: October 1, 2023

Dates may vary based on changes to the work, or as the design develops.

- c. Procurement Method: Design-Bid-Build

- d. Regulatory agencies for review of Construction Documents:

Local Authorities Having Jurisdiction
Georgia State Fire Marshal

- e. Owner's Contractors and Consultants:

Special Inspections Testing Services if required.

- f. Architects's Consultants for Basic Services:

Mechanical, Electrical, Plumbing Engineers
Structural Engineer
Civil Engineer

g. Project monitoring and control procedures

Quality testing: Required material testing and "Special Inspections" will be provided as required by the Construction Documents, by the Owner's testing agent.

Construction Schedule: Provided by Contractor as required by the Construction Documents

Owner's representatives: Dennis Stroud, City Manager

Architect's representatives: Michael A. Johnson, Lead Architect

Robert Campbell, Construction Specialist

Exhibit B
Design Program

Mitchell County Boys & Girls Club

Design Program

July 12, 2022

Revised: July 13, 2022

	<u>Net Area</u>
Entrance Lobby	140 sq. ft.
Reception Office	120 sq. ft.
Director's Office	180 sq. ft.
Storage	10 sq. ft.
Administration Office	120 sq. ft.
Computer Server Room	80 sq. ft.
Kitchen	400 sq. ft.
Dry Storage	80 sq. ft.
Washer & Dryer	20 sq. ft.
Dining Room	1,000 sq. ft.
Storage	16 sq. ft.
<u>Youth Center (ages 5 - 10)</u>	
Administration Office	120 sq. ft.
Storage	8 sq. ft.
Boys & Girls Restrooms	400 sq. ft.
Computer / Tech Lab	600 sq. ft.
Storage	10 sq. ft.
Game Room	1,450 sq. ft.
Storage	10 sq. ft.
Drama Room	200 sq. ft.
Storage	10 sq. ft.
Library/Quiet Room	200 sq. ft.
Storage	10 sq. ft.
Art Room	300 sq. ft.
Storage	10 sq. ft.
Staff Restroom	40 sq. ft.

Mechanical Room	180 sq. ft.
Electrical & Telephone Room	150 sq. ft.
Janitor's Closet	60 sq. ft.
NET AREA	5,924 sq. ft.
CIRCULATION & WALL FACTOR (25%)	1,481 sq. ft.
GROSS AREA	7,405 sq. ft.

Site Requirements:

Parking

- Parking for Staff - 5 spaces
- Parking for Visitors - 7 spaces

General Notes:

- 1) Common entrance to building.
- 2) Main entry control by Receptionist.
- 3) Provide seating for four or five people in Lobby.
- 4) Access-control locks throughout building.
- 5) Kitchen to include hand sink, commercial stove, hood, refrigerator, freezer, & two 3-compartment sinks.
- 6) Staff likes the design of the Thomasville Boys & Girls Club.
- 7) They prepare and serve lunch, snacks, and supper.
- 8) Game Room includes pool table, carpet ball, foosball, & bumper pool table.
- 9) Computer / Tech Lab includes 20 - 30 computer stations & printer (currently use Chromebooks).
- 10) 4-person table in Director's Office.
- 11) 50 to 65 in Dining Room.
- 12) Drama Room for dancing & acting. Include mirrors on a wall.
- 13) Facility to be located on a site adjacent to the existing facility on Harney Street.
- 14) Building shall have an automatic fire suppression system (sprinklers).

11

Exhibit C
Additional Services

Boys & Girls Club of Mitchell County,
Camilla, Georgia - 2229

Service Description	Compensation
4.1.1.1 Programming: Provide analysis of the Owner's needs and programming the requirements of the Project.	Included in Basic Services
4.1.1.5 Site Evaluation and Planning: Site evaluation and Planning services shall be included in Basic Services only to the extent as needed to accomplish the Scope of Work described in Exhibit B. It does not include extensive site evaluation, master planning or surveying, typically performed by a specialized consultant.	Included in Basic Services
4.1.1.8 Civil Engineering on-site: Provide on-site civil engineering design to include: Grading and Drainage Plan, Erosion, Sedimentation and Pollution Control Plan, Paving, Storm Water System, Detention/Retention, if required. This civil engineering applies only to <u>on-site</u> design, and shall be included in Basic Services only to the extent as needed to accomplish the Scope of Work described in Exhibit B.	Included in Basic Services
4.1.1.10 Architectural Interior Design: The Architect shall coordinate with the Owner finish materials, color selections, and graphic layouts, including providing finish boards for display. Basic Services does not include interior 3-D renderings, or assisting a graphics supplier in the design of wall and floor graphics (such as logos, banners, way finding, etc).	Included in Basic Services
4.1.1.13 On-site project representation: Site visits are included in Basic Services in accordance with Paragraph 4.3.3. Provide additional site visits as needed.	In accordance with Paragraph 11.7
4.1.1.20 Owner's Consultants: If applicable, the Architect shall assist the Owner in obtaining quotes and information from other consultants required for construction, for information provided to	In accordance with Paragraph 11.4 and hourly rates.

the Architect for design (surveys, geotechnical information, special inspections, etc.)

- | | | |
|-----------------|--|---|
| 4.1.1.21 | Telecommunication/data design:
Telecommunications and data conduit and outlet boxes placement will be coordinated with Owner's Technology consultant and included in the Construction Documents. | Included in Basic Services |
| 4.1.1.28 | Furniture, Furnishings and Equipment Design:
These services shall be included in accordance with the attached Exhibit "Furniture, Furnishings and Equipment Designs Contract", AIA B253-2019. | In accordance with Attached AIA B253-2019. |
| 4.1.1.29 | Owner's Specialty Consultants:
If applicable, the Architect shall assist the Owner in obtaining quotes and information from other specialty consultants required for construction, for information provided to the Architect for design (information technology (IT), audio/visual, etc.) | In accordance with Paragraph 11.2 and hourly rates. |
| 4.1.1.31 | Topographical Survey:
On behalf of the Owner, the Architect, in accordance with paragraph 5.4, will develop a scope of topographical services and solicit a fee proposal from a qualified survey engineer to provide the required topographical survey at the proposed site. The Owner, upon acceptance of the fee proposal, will contract directly with the survey engineer for the performance of services. The Architect's lump sum fee is for developing the scope of surveying services, solicitation of fee and coordination of Topographical Survey services. | Lump Sum - \$1,400 |
| 4.1.1.32 | Geotechnical Survey:
On behalf of the Owner, the Architect, in accordance with paragraph 5.5, will develop a scope of geotechnical services and solicit a fee proposal from a qualified geotechnical engineer to provide the required geotechnical survey at the proposed site. The Owner, upon acceptance of the fee proposal, will contract directly with the geotechnical engineer for the performance of services. The Architect's lump sum fee is for developing the scope of surveying services, solicitation of fee and coordination of Geotechnical Survey services. | Lump Sum - \$1,400 |
| 4.1.1.33 | Special Inspections:
On behalf of the Owner, the Architect, in accordance with paragraph 5.6, will develop a scope of Special Inspection (SI) services and solicit a fee proposal from a | Lump Sum - \$1,400 |

qualified SI engineer to provide the required SI services at the proposed site. The Owner, upon acceptance of the fee proposal, will contract directly with the SI engineer for the performance of services. The Architect's lump sum fee is for developing the scope of services, solicitation of fee and coordination of SI services.

4.2.1.6 Alternates:

If the Owner directs the Architect to design Alternates for bidding and construction, the Owner agrees to compensate the Architect.

In accordance with
Paragraph 11.6

If the Owner requests services beyond the Scope of Services described, the Architect shall provide such services as an Additional Service, and shall be compensated by the Owner, as agreed upon by the Owner and Architect.

Exhibit D

Boys & Girls Club of Mitchell County,
Camilla, Georgia - 2229

SRJ Architects Inc.
2022 Hourly Billing Rates

<u>Individual</u>	<u>Responsibility</u>	<u>Billing Rate</u>
Michael A. Johnson	President & CEO	175
David L. Guerra	Vice President / Treasurer	165
Sonya D. Spalinger	Vice President / Secretary	165
Rodney B. Varnadoe	Project Manager	125
Lee Martin	Intern Architect	110
Doyle Knighten	Project Manager	95
Robert Campbell	Construction Specialist	95
Alan Kimbro	Marketing Director	90
Julie Childers	Marketing Coordinator	90
Paul Parker	Senior Para-Professional	85
Caroline Ward	Interior Designer	75
Chase Nantze	Para-Professional	65
Jeanetta Miles	CADD Operator	60
Stephen Swails	CADD Operator	55
Maggie Stimpson	CADD Operator	55
Sam Smith	CADD Operator	55
Shannon Saliba	Office Manager	50

AIA® Document B253™ – 2019

Standard Form of Architect's Services: Furniture, Furnishings, and Equipment (FF&E) Design Services

for the following **PROJECT:**

(Name and location or address)

Boys & Girls Club of Mitchell County, Camilla, Georgia - 2229

THE OWNER:

(Name, legal status, and address)

City of Camilla
30 East Broad Street
P.O. Box 328
Camilla, Georgia 31730

THE ARCHITECT:

(Name, legal status, and address)

SRJ Architects Inc.
P.O. Box 70489
Albany, Georgia 31708

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the 1st day of August in the year Two Thousand Twenty-Two
(In words, indicate day, month, and year.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION**
- 2 ARCHITECT'S RESPONSIBILITIES**
- 3 PROGRAMMING SERVICES**
- 4 SCOPE OF ARCHITECT'S BASIC SERVICES**
- 5 SUPPLEMENTAL AND ADDITIONAL SERVICES**
- 6 OWNER'S RESPONSIBILITIES**
- 7 COST OF THE WORK**
- 8 COMPENSATION**
- 9 ATTACHMENTS AND EXHIBITS**

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Definitions

§ 1.1.1 The term "furniture, furnishings, and equipment" is expressed as FF&E throughout this Agreement.

§ 1.1.2 If multiple vendors are used on the Project, the term "Vendor" as referred to throughout this Agreement will be as if plural in number.

§ 1.2 This Agreement is based on the Initial Information set forth below:

(State below details of the Project premises; Owner's contractors and consultants; Architect's consultants; Owner's budget for the Cost of the Work for FF&E; Owner's anticipated milestone dates for design, construction, and FF&E installation; Owner's Sustainable Objectives; lease requirements or restrictions; the Owner's intended procurement and delivery methods; and other information relevant to the Project.)

Refer to the Contract for Architectural Services between Owner and Architect.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with AIA Document G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work for FF&E and the Owner's anticipated design, construction, and FF&E installation milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors, consultants, or vendors, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 If the Owner and Architect agree that the Architect will purchase FF&E on behalf of the Owner with funds provided by the Owner, the duties and compensation related to such services shall be set forth in B254-2019, Standard Form of Architect's Services: Purchasing Agent Services for Furniture, Furnishings, and Equipment (FF&E). Otherwise, the Architect shall have no obligation to purchase FF&E on behalf of the Owner for the Project.

§ 2.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity or accept any employment, interest, or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to the Project.

§ 2.3 The Architect shall disclose to the Owner in writing any financial or other interest it has or may have, or any other benefit it might receive, related to the selection or purchase of FF&E for the Project. The Architect shall make the disclosure and get the Owner's written approval before including such FF&E in the FF&E Documents.

ARTICLE 3 PROGRAMMING SERVICES

§ 3.1 The Architect shall consult with the Owner regarding the Owner's scope, intent, goals, and objectives for the FF&E for the Project.

§ 3.2 The Architect shall review the Owner's budget for the Cost of the Work for FF&E and the Project schedule, if provided in Article 1, or assist the Owner in the preparation of such items.

§ 3.3 The Architect shall gather and evaluate information about the Project by, as applicable, (1) compiling and reviewing existing Project-related documentation provided by the Owner; (2) interviewing Owner-designated individuals; (3) visiting the Owner's relevant existing facilities or properties; and (4) identifying and evaluating constraints and opportunities that will have an impact on the FF&E for the Project.

§ 3.4 The Architect shall develop design and performance criteria for the FF&E for the Project based on information gathered and the Owner's goals and objectives.

§ 3.5 The Architect shall recommend Project standards that relate to FF&E, or incorporate Owner standards, such as area allowances, space allocation, space adjacency requirements, and communication and technology.

§ 3.6 The Architect shall establish or confirm general and specific space quality objectives that relate to the FF&E for the Project related to such elements as aesthetics, ergonomics, lighting levels, and environmental considerations.

§ 3.7 The Architect shall determine or confirm specific space requirements that relate to the FF&E for the Project by identifying required spaces and their functions and characteristics; establishing sizes and relationships of such spaces; and establishing space efficiency factors.

§ 3.8 The Architect shall prepare a written program, including a summary of observations and recommendations, for the Owner's review and approval.

§ 3.9 The Architect shall consult with the Owner regarding the program's feasibility with respect to the Owner's budget for the Cost of the Work for FF&E and the Project schedule.

ARTICLE 4 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 4.1 The Architect's Basic Services consist of those described in this Article 4. Services not included in Article 3 or Article 4 are Supplemental or Additional Services.

§ 4.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 4.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's FF&E services. Once approved by the Owner, time limits

established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of the FF&E Work.

§ 4.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 4.2 Schematic Design Phase Services

§ 4.2.1 The Architect shall review information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 4.2.2 The Architect shall discuss with the Owner alternative approaches to design and selection of FF&E, and options for procuring FF&E.

§ 4.2.3 Based on the Owner's approval of the program, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of preliminary furniture layouts, and may include preliminary options for FF&E.

§ 4.2.4 The Architect shall consider sustainable design alternatives, such as material choices, together with other considerations based on program and aesthetics, in developing a design that is consistent with the program, Owner's schedule, and the Owner's budget for the Cost of the Work for FF&E. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 5.1.

§ 4.2.5 The Architect shall consider the value of alternative materials together with other considerations based on program and aesthetics, in developing a design for the FF&E for the Project that is consistent with the program, Owner's schedule, and the Owner's budget for the Cost of the Work for FF&E.

§ 4.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work for FF&E prepared in accordance with Article 7.

§ 4.2.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

§ 4.3 Design Development Phase Services

§ 4.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work for FF&E, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents. The Design Development Documents shall include FF&E selections and specially designed FF&E items or elements, and may include product data and illustrations to indicate finished appearance and functional operation of FF&E.

§ 4.3.2 The Architect shall update the estimate the Cost of the Work for FF&E prepared in accordance with Article 7.

§ 4.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate, and request the Owner's approval.

§ 4.4 FF&E Documents Phase Services

§ 4.4.1 Based on the Owner's approval of the Design Development Documents, the Architect shall prepare for the Owner's approval FF&E Documents consisting of drawings and specifications setting forth in detail the FF&E Work for the Project, including requirements for location, procurement, fabrication, shipment, delivery, and installation of the FF&E. The Owner and Architect acknowledge that in order to perform the Work the Vendor will provide additional information, including shop drawings, product data, samples, and other similar submittals, which the Architect shall review in accordance with Section 4.6.3.

§ 4.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the FF&E Documents.

§ 4.4.3 The Architect shall submit the FF&E Documents to the Owner, update the estimate for the Cost of the Work for FF&E, and advise the Owner of any adjustments to such estimate, take any action required under Section 7.6, and request the Owner's approval.

§ 4.5 FF&E Procurement Phase Services

§ 4.5.1 Following the Owner's approval of the FF&E Documents, the Architect shall assist the Owner in establishing a list of prospective vendors for FF&E.

§ 4.5.2 The Architect shall assist the Owner in obtaining quotations for FF&E. Quotation Documents shall consist of quotation requirements and the proposed Contract Documents.

§ 4.5.3 The Architect shall prepare written responses to questions from prospective vendors and provide written clarifications and interpretations of the Quotation Documents in the form of addenda.

§ 4.5.4 The Architect shall assist the Owner in reviewing quotations. The Architect shall assist the Owner in awarding contracts for vendors.

§ 4.6 FF&E Contract Administration Phase Services

§ 4.6.1 The Architect shall provide administration of the Contract for FF&E as set forth below and in AIA Document A151™-2019, Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and

Equipment. If the Owner and Vendor modify AIA Document A151-2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 4.6.2 The Architect shall assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but shall not be responsible for any failure of the Vendor to meet schedules for completion or to perform its duties and responsibilities in conformance with such schedules.

§ 4.6.3 The Architect shall review and approve, or take other appropriate action upon, the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the FF&E Documents.

§ 4.6.4 The Architect shall visit the Project premises at intervals appropriate to the stage of the Vendor's installation, or as otherwise required in Section 5.2.2, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the FF&E Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the FF&E Documents. The Architect shall not have control over, charge of, or responsibility for the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, or installation, or for the safety precautions and programs in connection with the Work.

§ 4.6.5 The Architect shall conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. The Architect shall report defects, deficiencies, or nonconformity observed during the preliminary inspection to the Owner and Vendor.

§ 4.6.6 Within a reasonable amount of time after the Vendor notifies the Architect that the Work, or a designated portion of the Work, is complete the Architect shall inspect such Work and provide the Owner with its written recommendation about whether the Work, or a portion thereof, should be accepted or rejected.

§ 4.6.7 The Architect's responsibilities under Section 4.6.5 and Section 4.6.6 are limited to identifying defects, deficiencies, or nonconformities the Architect actually observes, or reasonably should have observed, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities under Section 4.6.5 and Section 4.6.6 and has no responsibility to discover latent defects.

§ 4.6.8 If the Architect is required to inspect FF&E at a location other than the Project premises, such services shall be performed as Additional Services for the compensation set forth in Section 8.4.

ARTICLE 5 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 5.1 Supplemental Services are not included in Programming Services or Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 8.3. Supplemental Services may include structural engineering; mechanical engineering; electrical engineering; lighting consulting; audio visual consulting; acoustic consulting; food service equipment consulting; telecommunications/data consulting; security consulting; landscape design; graphics and signage design; branding and identity standards; art selection or procurement; commissioning; measured drawings of existing conditions; coordination of separate contractors or independent consultants; planning for inventory, removal, relocation, or reuse of existing FF&E; test fits; tenant related services; preparation of record drawings; sustainable project services; existing FF&E inventory and appraisals; and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

See B253 - Exhibit A attached.

§ 5.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 5.2 shall entitle the Architect to compensation pursuant to Section 8.4.

§ 5.2.1 The Architect shall provide as Additional Services those services necessitated by (1) a change in the Initial Information; (2) changes in previous instructions or approvals given by the Owner; (3) a material change in the Project including size, quality, complexity, the Owner's schedule or budget, or procurement or delivery method; (4) inspections of FF&E located off-site; and (5) inspections at the Project premises of FF&E that was previously rejected, when the number of visits identified in Section 5.2.2 is exceeded.

§ 5.2.2 The Architect has included in Basic Services Two(2) visits to the Project premises by the Architect during the FF&E Contract Administration Phase Services. The Architect shall conduct visits in excess of that amount as an Additional Service.

§ 5.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Vendor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Modifications to the Contract for FF&E as an Additional Service.

§ 5.2.4 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 6 OWNER'S RESPONSIBILITIES

§ 6.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project.

§ 6.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work for FF&E as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until acceptance of the FF&E Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work for FF&E, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 6.3 The Owner shall furnish the services of consultants in addition to those identified as the Owner's responsibility in Section 1.2 when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 6.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 6.5 The Owner shall furnish tests, inspections, and reports required by law or the Contract Documents.

§ 6.6 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 6.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Architect's Instruments of Service.

§ 6.8 The Owner shall endeavor to communicate with the Vendor through the Architect about matters arising out of or relating to the Contract Documents.

§ 6.9 Before executing any Contract for FF&E, the Owner shall coordinate the Architect's duties and responsibilities set forth in such Contract for FF&E with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Vendor.

§ 6.10 The Owner shall provide the Architect access to the Project premises prior to commencement of the Work and shall obligate the Owner's contractors and the Vendor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 6.11 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 7 COST OF THE WORK

§ 7.1 For purposes of this Agreement, the Cost of the Work for FF&E is the total cost to the Owner to purchase, fabricate, ship, store, deliver, and install all FF&E elements of the Project designed or specified by the Architect. The Cost of the Work for FF&E also includes the reasonable value of FF&E donated to, or otherwise furnished by, the Owner. The Cost of the Work for FF&E does not include compensation of the Architect; the costs of leasing, financing, or contingencies for changes in the FF&E Work; or other costs that are the responsibility of the Owner.

§ 7.2 The Owner's budget for the Cost of the Work for FF&E is provided in Initial Information or will be developed during the Programming Phase Services and shall be adjusted throughout the Project as required in Article 6 and this Article 7. Evaluations of the Owner's budget, the preliminary estimates, and updated estimates prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or FF&E; the Vendor's methods of determining quote prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that quotes or negotiated prices will not vary from the Owner's budget, or from any estimates, or evaluations, prepared or agreed to by the Architect.

§ 7.3 In preparing estimates of the Cost of the Work for FF&E, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimates to meet the Owner's budget.

§ 7.4 If, through no fault of the Architect, procurement activities have not commenced within 90 days after the Architect submits the FF&E Documents to the Owner the Owner's budget for the Cost of the Work for FF&E shall be adjusted to reflect changes in the general level of prices in the FF&E market.

§ 7.5 If at any time the Architect's estimate of the Cost of the Work for FF&E exceeds the Owner's budget for the Cost of the Work for FF&E, the Architect shall make appropriate recommendations to the Owner to adjust the

Project's size or budget, or to adjust the quality or quantity of FF&E items and the Owner shall cooperate with the Architect in making such adjustments.

§ 7.6 If the Owner's current budget for the Cost of the Work for FF&E at the conclusion of the FF&E Documents Phase Services is exceeded by the lowest bona fide quotation, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work for FF&E;
- .2 authorize rebidding or renegotiating of the FF&E Work within a reasonable time;
- .3 terminate in accordance with the Agreement;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work for FF&E; or
- .5 implement any other mutually acceptable alternative.

§ 7.7 If the Owner chooses to proceed under Section 7.6.4, the Architect shall modify the FF&E Documents as necessary to comply with the Owner's budget for the Cost of the Work for FF&E at the conclusion of the FF&E Documents Phase Services, or the budget as adjusted under Section 7.6.1. If the Owner requires the Architect to modify the FF&E Documents because the lowest bona fide quotation or negotiated proposal exceeds the Owner's budget for the Cost of the Work for FF&E due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 8.4; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the FF&E Documents shall be the limit of the Architect's responsibility under this Section 7.7.

ARTICLE 8 COMPENSATION

§ 8.1 For the Architect's Programming Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See Paragraph 8.6

§ 8.2 For the Architect's Basic Services described under Article 4, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation shall be 10% of the Cost of the Work as defined by Article 7, payable in accordance with Paragraph 8.

§ 8.3 For Supplemental Services identified in Section 5.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 8.4 For Additional Services that may arise during the course of the Project, including those under Section 5.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation for additional services shall be as agreed upon between Owner and Architect.

§ 8.5 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 8.3 or 8.4, shall be the amount invoiced to the Architect plus twenty percent (20 %), or as follows:

§ 8.6 Where compensation identified in Section 8.2 is based on a stipulated sum or percentage of the Cost of the Work for FF&E, the compensation for each phase of services shall be as follows:

Programming Phase	Five	percent (	5	%)
Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Fifteen	percent (	15	%)
FF&E Documents Phase	Forty	percent (	40	%)
FF&E Procurement Phase	Ten	percent (	10	%)
FF&E Contract Administration Phase	Twenty	percent (	20	%)
Total Compensation	one hundred	percent (	100	%)

§ 8.7 When compensation identified in Section 8.2 is on a percentage basis, progress payments for each phase of services shall be calculated by multiplying the percentages identified in Section 8.6 by the Owner's most recent budget for the Cost of the Work for FF&E. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work for FF&E.

§ 8.8 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not FF&E Contract Administration Phase has commenced.

§ 8.9 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

SRJ Architects Inc.'s current billable rates shall be in accordance with Exhibit D of AIA B101.

Employee or Category

Rate (\$0.00)

ARTICLE 9 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:

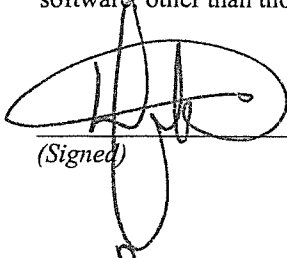
(List other documents, if any.)

B253 Exhibit A.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Sonya D. Spalinger, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:48:43 ET on 08/02/2022 under Order No. 2114281239 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B253™ - 2019, Standard Form of Architect's Services: Furniture, Furnishings, and Equipment (FF&E) Design Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

President & CEO

(Title)

08/02/2022

(Dated)

B253 Exhibit A
Additional Services

Boys & Girls Club of Mitchell County,
Camilla, Georgia - 2229

Service Description

Compensation

Graphics and Signage Design:

Assist the Owner and Owner's graphics producer with creating custom graphics and artwork.

In accordance with
Paragraph 8.4 of B253

Receive/Inspect/Accept/Reject Furniture:

Oversee the receiving and assembly of the furniture, furnishings, graphics and equipment. The Owner shall have final decision on accepting/rejecting all items.

Included in Basic Services

Extending Services after Project Completion:

Provide the same services as agreed upon herein beyond project completion.

In accordance with
Paragraph 8.4 of B253

Damage Replacement Consulting:

Provide Owner with service support in resolving any issues with product suppliers and material defects for a period of one year after Substantial Completion.

In accordance with
Paragraph 8.4 of B253

EMPLOYMENT AGREEMENT

THIS Agreement made and entered into this 1st day of June, 2022, by and between the CITY OF CAMILLA, County of Mitchell, State of Georgia, a municipal corporation, as party of the first part, hereinafter referred to as “Employer”, and Dennis Stroud, as party of the second part, hereinafter also referred to as “Employee”, both of whom agree as follows:

WITNESSETH, THAT:

WHEREAS, the City desires to employ the services of Dennis Stroud as Interim City Manager of Camilla as provided by the Charter of the City; and,

WHEREAS, it is the desire of the City by and through its duly elected officials, the City Council, to establish just compensation, provide other considerations and benefits, and establish certain conditions for Dennis Stroud during the term of his employment; and,

WHEREAS, Dennis Stroud desires to accept the City’s offer of regular employment as Interim City Manager; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set for the parties agree as follows:

1. Employer hereby employs Employee as Interim City Manager for the City of Camilla and Employee hereby accepts such employment effective June 1, 2022.
2. The term for which Employee is employed shall be through June 30, 2023.
3. The Employee shall have all the responsibilities and shall perform all of the duties of the Interim City Manager as set forth in the Charter for the City of Camilla and Section 2.31 of the City of Camilla Code of Ordinances.
4. Employee shall receive a base salary of One hundred Ten Thousand (\$110,000.00) Dollars, payable in biweekly installments of 4,230.77 on the same schedule as other employees of the City are now or may hereafter be paid.

5. In addition to base salary, Employer shall provide or make available to the Employee the following:

- (a) Dues and membership expense in one local civic organization of employee's choice.
- (b) Travel and business related expense reimbursement to be paid according to City of Camilla policies and within the travel and training budget approved by the Camilla City Council.
- (c) A vehicle allowance of \$600.00 per month to help defray the expense associated with Employee's responsibility to acquire and maintain a motor vehicle to use in carrying out his duties as Interim City Manager. Employee shall be responsible for the acquisition, maintenance; repairs and upkeep on said vehicle or replacement thereof and all liability, property damage and comprehensive insurance coverage thereon. In the event that Employee has to travel outside the Community Network Services service area for official business or official travel, Employer will reimburse Employee for mileage incurred on these trips at the standard IRS rate.

Employee shall receive a mobile phone allowance of \$85.00 per month.

- (d) In the event that Employee has to travel outside of Mitchell County for official business or official travel, Employer will reimburse Employee for mileage incurred on these trips at the standard IRS rate.
- (e) Employer will grant Employee seventeen (17) days of paid annual leave and ten (10) days of paid sick leave during the term of this contract.

6. The Employee is an employee at will, and the Employer shall have the right to terminate this Agreement and the employment contemplated thereby at any time without cause, Employee will be granted three months' severance. Employee shall likewise have the right to terminate this Agreement without cause by delivery of notice of his intent to terminate the same to the City Council a minimum of

thirty (30) days prior to his resignation (in accordance with Sec. 2.29. of the City Charter- Removal of city manager).

The City Council may remove the manager from office in accordance with the following procedures:

- (a.) The City Council shall adopt by affirmative vote of a majority of all its members a preliminary resolution which must state the reasons for removal and may suspend the manager from duty for a period not to exceed 45 days. A copy of the resolution shall be delivered promptly to the manager;
- (b.) Within five days after a copy of the resolution is delivered to the manager, the manager may file with the city council a written request for a public hearing. This hearing shall be held within 30 days after the request is filed. The manager may file with the council a written reply not later than five days before the hearing; and
- (c.) If the manager has not requested a public hearing within the time specified in paragraph (2) above, the city council may adopt a final resolution for removal, which may be made effective immediately, by an affirmative vote of a majority of all its members. If the manager has requested a public hearing, the city council may adopt a final resolution for removal, which may be made effective immediately, by an affirmative vote of a majority of all its members at any time after the public hearing.

The manager may continue to receive a salary until the effective date of the final resolution of removal.

Base pay compensation to the Employee upon early termination by the Employee shall end on the final day of employment. Base pay compensation to the Employee upon early termination without cause by the Employer shall be paid to the Employee in a lump sum amount equal to three months or the remaining compensation whichever is less.

- 7. This Agreement shall be binding upon the Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors. The invalidity of any provision this Agreement shall not affect the validity of any remaining provision. In the event that any provisions of this

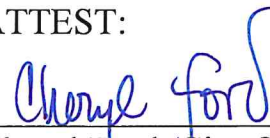
Agreement are held to be invalid, the remaining provisions shall be deemed to be in full force and affect as if both parties subsequent to the expungement, invalidation, or judicial modification of the provision(s) executed them.

CITY OF CAMILLA

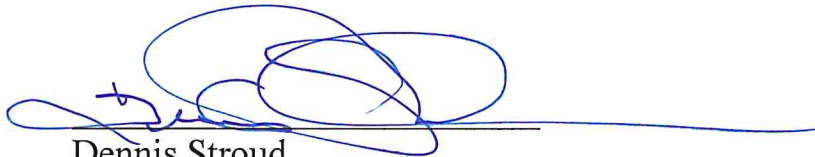
BY: 

Kelvin M. Owens

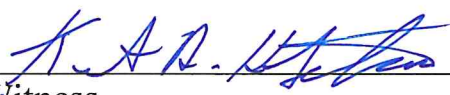
ATTEST:


Cheryl Ford, City Clerk

TITLE: Mayor


Dennis Stroud
Interim City Manager

Signed, sealed and delivered in the presence of:


Witness


Notary Public

My commission expires 10/20/2025



CONTRACTURAL SERVICES AGREEMENT

THIS Agreement made and entered into this 21st day of September, 2022, by and between the CITY OF CAMILLA, County of Mitchell, State of Georgia, a municipal corporation, as party of the first part, hereinafter referred to as "Employer", and Susan Roberts, as party of the second part, hereinafter also referred to as "Consultant", both of whom agree as follows:

WITNESSETH, THAT:

WHEREAS, the City desires to employ the services of Susan Roberts as Financial Consultant of Camilla; and,

WHEREAS, it is the desire of the City by and through its duly elected officials, the City Council, to establish just compensation, provide other considerations and benefits, and establish certain conditions for Susan Roberts during the term of her contract agreement and,

WHEREAS, Susan Roberts desires to accept the City's offer to serve as a Financial Consultant; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set for the parties agree as follows:

1. Employer hereby employs Consultant as Financial Consultant for the City of Camilla and Consultant hereby accepts such employment effective September 26, 2022.
2. The term for which Consultant is employed shall be through July 31, 2023.
3. The Consultant shall have all the responsibilities and shall perform all of the duties of a Finance Director as set forth in the Charter for the City of Camilla and Section 2.31 of the City of Camilla Code of Ordinances.
4. Consultant shall receive a base salary of Sixty-seven thousand, five hundred (\$67,500.00) Dollars, payable in biweekly installments of 2,596.00 on the same schedule as other employees of the City are now or may hereafter be paid.

CITY OF CAMILLA

BY: [Signature]

TITLE: MAYOR

ATTEST: [Signature]
Cheryl Ford, City Clerk

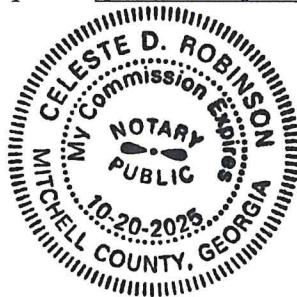
Signed, sealed and delivered

In the presence of: [Signature]
Susan Roberts, Financial Consultant

[Signature]
Witness

[Signature]
Notary Public

My commission expires: 10/20/2025



BID FORM – 2022 STREET RESURFACING PROJECT #7-22

Bid Opening: Friday, August 5, 2022 @ 11:00 a.m.

Bidders: Reeve's Construction and Green's Backhoe

Ref #	Bid Item	Description	Beginning Point	End Point	Distance (Feet)	Preliminary Estimate		Reeve's Construction Albany, GA	Green's Backhoe Thomasville, GA
						Tonnage			
1	Dogwood Street	Level and resurface roadway	MLK Jr.	Cedar Lane	300 x 16	58 tons		\$62,000	BID WITHDRAWN
2	Twitty Street	Patch and resurface roadway	N. Harney Street	N. Ellis Street	200 x 8	30 tons		\$74,200	
3	Fern Street	Patch, level and resurface roadway	E. Church Street	Twitty Street	100 x 8	15 tons		\$46,200	
4	No Street Name (known as Glam Street)	Patch and resurface roadway	Harney Street	Stop Sign	100 x 16	30 tons		\$31,650	
	TOTAL							\$214,050	

COMMENTS: Staff recommends awarding bid to Reeve's Construction

CITY OF CAMILLA ~ P.O. BOX 328 ~ CAMILLA, GEORGIA 31730

Phone: (229) 336-2220

Bid Deadline: August 5, 2022 at 11:00 a.m.

**BID FORM – TOOMBS PARK FENCE PROJECT
(PLAYGROUND/PAVILION & BASKETBALL COURT)**

Bid Opening: Tuesday, July 12, 2022 @ 10:00 a.m.

Bidders: Atlas Fence Company, Greenacres Fence Company, Shipp & Son Fence LLC

DESCRIPTION	Atlas Fence Company Albany, GA	Greenacres Fence Co. Vienna, GA	Shipp & Son Fence Co. Albany, GA
Toombs Park Playground/Pavilion Area 487' of 5' ornamental fencing			
Toombs Park Basketball Court Area 720' of 6' black vinyl chainlink			
TOTAL	\$70,994.76	\$78,160.00	\$54,826.89

COMMENTS: Staff recommends awarding bid to Shipp & Son Fence Co.

CITY OF CAMILLA ~ P.O. BOX 328 ~ CAMILLA, GEORGIA 31730

Phone: (229) 336-2220

Bid Deadline: August 5, 2022 at 11:00 a.m.