



AGENDA
CITY OF CAMILLA COUNCIL MEETING
CITY COUNCIL CHAMBERS
LIVE BROADCAST - CITY OF CAMILLA FACEBOOK PAGE
MONDAY, AUGUST 8, 2022 ~ 6:00 P.M.

1. Call to Order; Roll Call
2. Opening Prayer and Pledge
3. Approval of Agenda
4. Approval of Minutes: June 13, 2022 Called Meeting
5. Speaker Appearances
6. Action Items:
 - a. Ordinance No. 2022-08-08-1 – License Alcohol Beverage Caterer (second reading)
 - b. Resolution No. 2022-08-08-1 – Camilla Youth Council
 - c. MEAG Power Tender Option – Vogtle Units 3 and 4 Project
 - d. Youth Employment Program
 - e. Dominion Voting Machines
 - f. Boys and Girls Club Project
 - g. Splash Park – Extension of Summer Dates through Labor Day
 - h. GEFA Loan Application
 - i. MEAG Trust Refund – GEFA Grant Funds (\$710,100)
 - j. College and Career Academy Internship Program
 - k. City Manager Employment Contract
 - l. Financial Consultant Contract
7. Other: Award Paving Bid – Reeve’s Construction (City Manager)
Award Fence Bid – Toombs Park – Shipp and Sons Fencing (City Manager)
8. City Manager’s Report
9. Mayor’s Announcements
10. Adjourn

**MINUTES – REGULAR MEETING
CITY OF CAMILLA, GEORGIA
JUNE 13, 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, June 13, 2022 by Mayor Owens.

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

City Attorney Coleman, City Manager Stroud, 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

Mayor Owens stated he will ask for a motion to amend the agenda to add four items from last week's Work Session and also a potential camera purchase and authorize the city manager to purchase cameras for the Splash Park, Toombs Park, and truck parking lot. The four items he will ask to be added are the assignment of additional duties for the city clerk as assistant city manager, the resolution authorizing City Manager Stroud and Councilman Palmer to vote as delegates at the MEAG Annual Meeting, the resolution to approve how they conduct the procedures for governing hearings as it relates to planning and zoning, and approval of the Jetter in the amount of \$68,955 and authorization for the city manager to make the purchase. A motion was made by Councilman Pollard and seconded by Councilman Burley to add the items as stated. The motion passed by a unanimous vote.

APPROVAL OF MINUTES

Mayor Owens asked for a motion to approve the minutes from the May 9, 2022 meeting. A motion was made by Councilman Pollard, seconded by Councilman Burley, and passed by a unanimous vote.

SPEAKER APPEARANCES

Mayor Owens recognized Melanie Kemp. Ms. Kemp asked the Mayor and City Council members would they not agree that elected officials swear to an oath to support and defend the city's charter and laws of the State of Georgia. Should we not expect our city's elected officials to be honest and law abiding. The intent of the Code of Ethics that are part of the Camilla city charter is to instill trust in our elected officials. Recently an arrest was made of one of our city council members who repeatedly has violated the law and brought into question his ability to be trusted to make the best decisions for our city. She is sure many of them at times in their lives have let their driver's license expire or forget to buy a new tag. When it happens they take care

SPEAKER APPEARANCES (cont.)

of it. They do that for two reasons: it is the law and the right thing to do. The problem with this councilmember is the police report and the newspaper article states: Councilmember Morgan had previously been warned by law enforcement multiple times not to drive without proper insurance, proper registration, and a valid driver's license. The report also states Mr. Morgan has a history of failure to appear and driving without a license. How can it be okay for an elected official to blatantly break the law over and over and yet he is voting on spending millions of tax payer dollars in this city. Furthermore, Councilman Morgan admitted to the arresting officer he had marijuana in his vehicle that weekend. Would you not agree that these actions show a total lack of respect for abiding by the law. Clearly Mr. Morgan shows a propensity to not obey the law. What does the Mayor and Council plan to do regarding Councilmember Morgan's arrest? Taking no official action clearly indicates to the public the Mayor and City Council condones this behavior. Mayor Owens thanked Ms. Kemp.

STATE OF GEORGIA LAW ENFORCEMENT CERTIFICATION PRESENTATION

Mr. John Whittaker introduced himself and stated he has been in law enforcement since 1981, worked a couple years in local law enforcement, and 32 years for the Georgia Bureau of Investigation. He is now in his 8th year of working with the Georgia Association of Chiefs of Police. They have several different duties there to insure law enforcement is as professional as it possibly can be in the state of Georgia. Georgia is the only state that had the foresight to codify in Georgia law that police chiefs have to come through their agency to receive executive level training. They must receive a 60-hour initial class and training that can only be approved through GACP after that. Another part of the professionalism of law enforcement is the state certification program started several decades ago in Georgia. It had a small group of law enforcement agencies in the beginning, only about a dozen, and they are at the point now there are over 100 law enforcement agencies in the state of Georgia that have achieved state certification. This is the initial state certification for this police department and something that is a very long and hard process to do. Once the initial contract is signed, the agency has up to three years to start gathering all the files and documentation they will need to put in place to achieve state certification. There are over 100 standards they have to meet and a group of state certification specialists come out and review each file at the department. In addition to reviewing the files and making sure they are correct, the certification process has to go through two separate committees. The first committee looks at the reports and make sure they agree with the group that came out to inspect the police department and are ready for state certification. It is moved forward to the second committee who votes if the department should be granted state certification. The Camilla Police Department has gone through this process. They average about 18% of the departments in the state of Georgia, sometimes up to 20%, achieving and maintaining state certification. It is tough on a department and they have to dedicate themselves to making sure they achieve all the goals and state standards. They have to have good initial policies and procedures in place and all are reviewed to make sure they are in compliance with state certification standards. Then they have training to make sure all members of the department have been trained on the standards, understands them, and follows them. They have to provide the documentation and what the State Certification Manager at the department does. Documents are

STATE OF GEORGIA LAW ENFORCEMENT CERTIFICATION PRESENTATION

(cont.)

reviewed every three years after the initial certification is achieved. The State Certification Manager continues to move forward, document, and keep files on everything on the over 100 standards and the department can show at the next inspection three years later they are still meeting every one of the standards. This minimizes the possibility of lawsuits at the department when you can show the department has met all of the professional standards. It also reduces state insurance rates for the department by showing they are professional and meet all the standards. It is a huge accomplishment for a department. Out of over 600 departments in Georgia a little over 100 are maintaining their state certification. The department has to choose to do this and it is not required. The department had to choose to do this and dedicate themselves in making sure they had everything correct. You have to have a good State Certification Manager to run the program, the chief and command staff support, and the support of the Mayor and Council for the department to achieve some of the things. Some may require Mayor and Council approval for certain items for the department to meet the standards. He brought coins that will commemorate this and be presented to the Mayor and Council. There are separate things for the Chief and State Certification Manager. On the back of the coin it mentions the six most important aspects of state certification: professionalism of the department, operational guidance through good policies, engendering positive community support, transparency, ethical conduct, and liability protections that shows the department has all this in place and is following. He distributed pamphlets containing information about the state certification program. He presented a State Certification Program Certificate of Appreciation to Brittany Marshall of the Camilla Police Department as an expression of gratitude to her dedication as the certification manager. He then presented to Chief Hendricks the State of Georgia Law Enforcement Certification plaque. Mr. Whittaker presented a specialized coin to State Certification Manager Brittany Marshall and Chief Hendricks. He passed out additional coins to the Mayor and members of Council and the presentation concluded with the Mayor and members of Council congratulating the department on their accomplishment.

Mayor Owens stated the Mayor Pro Tem has the narrative for tonight but not for the four items added and the camera system for the Splash Park, Toombs, and truck parking lot. Once those are done he [Mayor Pro Tem] can go to the agenda action items.

Councilman Palmer made a motion to amend the agenda to discuss the new information brought in by Ms. Kemp on Mr. Morgan and possible censure of the councilmember for behavior unbecoming of a councilmember. Mayor Owens stated the one thing he will bring up is the time to amend the agenda would have been earlier; however, considering he is asking, unless there is objection from the city attorney, he will allow the motion to stay on the floor. Councilman Palmer stated the motion is to discuss a possible censure of Councilman Morgan for behavior unbecoming of a councilmember. The motion was seconded by Councilmember Tucker. Voting in favor of the motion: Councilman Collins, Councilman Palmer, and Councilmember Tucker. Voting in opposition: Councilman Burley, Councilman Morgan, and Councilman Pollard. Councilmember Tucker commented she was not sure Councilman Morgan could vote. City

Attorney Coleman stated he could. Mayor Owens broke the tie by voting no and the motion failed.

MEAG POWER VOTING DELEGATE

Mayor Owens asked for a motion to approve the assignment of the MEAG Power voting delegates for the annual meeting naming City Manager Stroud as the primary and Councilman Palmer as the alternate. A motion was made by Councilmember Tucker and seconded by Councilman Collins. The motion passed by a unanimous vote.

RESOLUTION NO. 2022-06-13-3 – PUBLIC HEARINGS IN ACCORDANCE WITH ZONING PROCEDURES ACT

Mayor Owens asked for a motion to approve Resolution No. 2022-06-13-3 adopting policies and procedures governing hearings, repealing all resolutions in conflict therewith, and for other purposes. The primary purpose of the amendment is dealing with the public zoning hearing procedures. A motion was made by Councilmember Tucker and seconded by Councilman Burley. The motion to approve Resolution No. 2022-06-13-3 passed by a unanimous vote.

JETTER PURCHASE

Mayor Owens asked for a motion to approve the purchase of a new Jetter system for the Public Works Sewer Department. The cost of the unit is \$68,955 and the current unit is about 12 years old and will take approximately \$20,000 to \$25,000 to fix it. The recommendation of staff is to purchase a new one at \$68,955. A motion was made by Councilman Burley and seconded by Councilman Morgan to authorize the city manager to purchase the Jetter in the amount of \$68,955. The motion passed by a unanimous vote.

ADDITIONAL DUTIES – CITY CLERK/ASSISTANT CITY MANAGER

Mayor Owens asked for a motion to assign additional duties as assistant city manager to the city clerk being held at this time by Cheryl Ford with an annual salary of \$65,000. A motion was made by Councilman Pollard and seconded by Councilman Burley. Councilmember Tucker commented she is glad several of the items came back tonight and it appears on the work session agenda there were a number of items they took action on that should have been discussion items. She had a number of citizens calling her concerned they did not have the amount of time we usually afford them, a week. They normally discuss an item and place on the agenda for the next meeting and thankful they are correcting that error tonight. With respect to the section the Mayor mentioned last week and again tonight he is referring to the Charter, Section 3.13, City Clerk. It says the city manager shall appoint the city clerk who shall be the custodian of the seal and maintain the records required by the Charter and perform such other duties that may be required by the Council. She contends that a change in job status is more than other duties. Other duties would be that you would get an assignment you need to report somewhere, because that is an other duty. Or your assistance is needed with the Juneteenth festival and to serve on that and be responsible. To her that is an example of other duties. According to the Charter 2.31 the powers and duties of the city manager is that the city manager appoints all city employees and would include the assistant city manager. It is under City Manager Stroud's authority and if he makes

ADDITIONAL DUTIES – CITY CLERK/ASSISTANT CITY MANAGER (cont.)

that decision she is comfortable with him making the decision. She feels like they put this in the work session and there were five items on the work session with no documentation explaining the background information. She hopes in the future they will have all information to them and in a more timely fashion. At the work session she received her package at 7:00 p.m. Mayor Owens stated the motion was to assign the duty. Councilmember Tucker stated in Charter Section 3.14 it talks about the city manager is responsible for preparing the position classification, the pay plan, and submit to Council for approval. For the week that Mr. Stroud has been on the job he has determined the necessity he needs an assistant, he can prepare the position classification, the pay plan and submit to Council for approval. Saying they have the authority to assign other duties, she does not believe a job classification such as an ACM really is other duties. That is a position we do not currently have in our budget and pay classification plan and this Council has not been given a job description to review the duties of an assistant city manager. She does not have a problem if the city manager deems it appropriate and he is in need of an assistant. She mentioned last week she would be comfortable giving him 30 to 60 days to determine if he needs an assistant city manager because the duties are such he needs that. She will be more than glad to support the city manager's request for that. She believes if the City Council deems an assistant city manager is other duties they are now falling into being guilty of interference with administration, which is Section 2.32 where they are not to give directive to any employees. She would like to allow 30 to 60 days in which to make the recommendation back to the City Council. Mayor Owens stated the councilwoman's point is a good one. As it relates to the voting this evening, after hearing some of the concerns related to some of the items, of which there were about 21, there were four items and after talking to the city attorney, out of an abundance of legislative caution, it costs the Council absolutely nothing to vote again on the items and the reason why it is back on the agenda this evening. Going forward as they talk about consent agendas, they will figure out a better way to incorporate that into helping expedite how they do their city business. That is something the Council has never done before and he is excited as they look at the agenda tonight, they got a lot of work done last week and was extremely encouraging. Going forward they will continue to do these types of things and he is excited about that. Because we are a transparent City Council, we are a Camilla for transparency, that is what they are here to do and why they want to make sure everything they do is in the daylight. Coming back today, six to seven days later, and voting on something this Council has already voted on costs the Council absolutely nothing to do that. To the original point, this information, as he almost always does, is check in with the city attorney for issues that may be of question. As it relates to the Council's ability to do this for our city clerk, after confirming with the city attorney, he says this is something they can do as a Council. The city attorney is present and can correct him if he is wrong. City Attorney Coleman stated they can and not uncommon for a city clerk to also be a city manager. It is more prominent in counties and he will have to do a little wordsmithing to make it fit and will not do that until they decide. Mayor Owens asked for a roll call vote. Voting in favor of the motion to approve the additional duty of assistant city manager for Cheryl Ford and the city clerk position: Councilman Burley, Councilman Morgan, Councilman Collins, and Councilman Pollard. Voting in opposition of the motion: Councilmember Tucker and Councilman Palmer. The motion carried by a 4-2 vote.

CAMERA SYSTEM – SPLASH PAD, TRUCK PARKING LOT, and TOOMBS PARK

Mayor Owens stated the city manager recently received quotes for a camera system. City Manager Stroud commented we received camera system quotes for the splash pad, the truck parking lot, and Toombs Park, which are all vital projects. He will be meeting with the financial consultant tomorrow to look at the finances to make a good determination of where to fund the cameras. Mayor Owens stated the motion will be to approve the city manager to expend up to \$27,000 to purchase the cameras. There are two pots of money he will be drawing from: ARPA or SPLOST and will be left to his determination. One of the things he expressed to the city manager was checking in with the city attorney when choosing one of those buckets that he has the authority to spend that way. City Attorney Coleman replied he does. Councilman Morgan asked as they were seeking and looking at cameras for these spaces, and not in this phase, but to begin thinking and looking at our other parks around the city and securing those with cameras. It is important for everyone to feel safe at each park throughout the city. It would not be in this phase of spending for the cameras but to begin identifying the other parks as well. Councilmember Tucker stated they are familiar with Toombs Park and the Splash Park and the other parks mentioned by Councilman Morgan and asked for an explanation about the truck stop cameras. City Clerk Ford stated this is the new one installed on Burson Road that will be opened up for truckers who are parking their trucks in residential neighborhoods and are in violation of the code. They are putting the additional security there to help prevent vandalism and other things from going on. Councilman Palmer asked for the procedure and who is managing how trucks are parked and for a rundown on how that works. He wants to know if anyone can go out there and park a truck, if you have to sign up, and who is liable. City Attorney Coleman stated it is just a public parking lot and the intent is you would have trucks there and he does not see any reason legally why anyone who wanted to park could not. The City has sovereign immunity and we would not be any more liable than anyone parking on a street downtown. Councilman Palmer stated we needed signs posted and City Clerk Ford replied they are. Mayor Owens stated we mentioned ARPA and SPLOST for Toombs Park and the Splash Park but for the truck stop it will be funded from economic development. We have an ordinance that says you cannot park a semi-truck in your front yard. We don't want our truckers to leave Camilla and want to provide them a way to park their vehicle or truck safely and what we are doing as an added bonus is to add cameras so they will feel a bit more comfortable parking their semis there and is the economic development piece. City Manager Stroud stated the truck parking lot bid came in at \$5,926.75. Councilman Palmer asked the grace period for the truckers to abide by the law. Mayor Owens commented that was a great question and the grace period is any time. What they are finding and the foundation for them doing this is because they had a complaint from one neighbor about a truck. What they are hoping to do is market the truck lot so folks currently not following the law will go ahead and start taking their truck out there. We want them to know they have an option. Right now a lot of truckers are not aware they have an option. Councilman Palmer stated they need to have a warning period and after that be cited because they are violating the law. Mayor Owens stated the clerk worked closely with planning and zoning to do that and they are in a no punitive stage and the impetus of getting this done. This lot, even though the Council said a year ago to get this done, the clerk in short order, when this came back up, went out there and got it done, to include the signs. The Council will remember this did not

**CAMERA SYSTEM – SPLASH PAD, TRUCK PARKING LOT, and TOOMBS PARK
(cont.)**

come to them and strictly her initiative to get this done for the truckers that live in the city of Camilla. He asked to have the motion amended to authorize the city manager to purchase cameras for the Splash Park and Toombs not to exceed \$21,000 and the money will be paid from ARPA or SPLOST funds and to give the city manager the authority to purchase a camera system for the truck lot not to exceed \$6,000 and will come from economic development funds. A motion was made by Councilman Morgan and seconded by Councilman Pollard. The motion passed by a unanimous vote.

RESOLUTION NO. 2022-06-13-1 – BUDGET AMENDMENT FOR FY 2021/2022

The Mayor and Council discussed the need to amend the budget for fiscal year FY 2021/2022. The Water and Sewer Department Repairs and Maintenance Infrastructure line item requires a \$72,000 amendment due to the unexpected purchase of chemicals used in the sewer treatment process at the sprayfields. The Council recommends approving Resolution No. 2022-06-13-1 to amend the Water and Sewer departmental budget in the amount of \$72,000 for a total of \$10,869,640.

A motion was made by Councilman Morgan and seconded by Councilman Pollard. Councilman Palmer stated in departmental budgets there are monies for recapture of capital items that depreciate over time or unexpected repairs and if money was already in the budget for this item. City Manager Stroud stated he has not looked at that budget that close and will get back with them. Councilman Palmer stated he knew they had been putting chemicals out there. Mayor Owens stated that piece of information he can provide. The budget was already set at \$58,000. At the sprayfield, which they have been talking about over the past couple weeks, there was an imbalance in the hay that grows there in for the pH level and sulfur needed to be purchased. Dealing with inflation, the sulfur was somewhere in the neighborhood of \$60,000 and took us over that particular budget for that. It is not a transfer of money but raising of the ceiling for that particular line item. The funding will come from the unrestricted capital assets in the budget for water and sewer. The reason they are asking for \$72,000 is to leave room in case something else has to be done. At the end of the year when it is time for the money to be transferred it will be funded from the unrestricted assets currently in the water and sewer budget. Councilman Palmer stated he thinks it should be up to that amount less what is already assigned and dedicated to that, not just adding another \$72,000. Mayor Owens commented our consultant's position is we still have 4 months left in the fiscal year and conceivable we will need to buy something else. To leave that money there so we don't have to do another budget amendment is practical and her recommendation. Voting in favor of the motion: Councilmember Tucker, Councilman Burley, Councilman Morgan, Councilman Collins, and Councilman Pollard. Voting in opposition: Councilman Palmer. The motion passed by a 5-1 vote.

ORDINANCE NO. 2022-06-13-1 – CENTENNIAL STADIUM NAME CHANGE

The Mayor and Council discussed renaming Centennial Stadium at their June 6th Work Session. The discussion centered around the marketing of the stadium and additional fields as a venue for

ORDINANCE NO. 2022-06-13-1 – CENTENNIAL STADIUM NAME CHANGE (cont.)

entertainment and sports activities. The Council recommends renaming Centennial Stadium and the adjoining fields to the “The Centennial Fields of Camilla, Georgia” by the adoption of Ordinance No. 2022-06-13-1, to waive the second reading, and authorization for the Mayor to sign.

A motion was made by Councilman Morgan and seconded by Councilman Pollard. Councilman Palmer commented it was a football field specifically for that purpose plus baseball/softball fields. We have two schools in the county that play football out there and typically have contracts, he would think. The county recreation department uses the baseball and softball fields. There has been no mention, since this appears to be a change of use somewhat, what is going to happen to these people using this and have been using it and how it will fit in. Mayor Owens stated the answer is straightforward. There is no intent to displace during the football season or any scheduled athletics planned in the stadium or the fields. None of that will change. The only thing that will change, and as the councilman mentioned before this has typically been used for football and these types of things and we can appreciate, the reality is the world is changing. The city of Camilla is going to have to change with it. One of the things we are going to have to do is start making our own magic. We cannot depend on the federal government, and they have been generous with ARPA and COVID money, but that is slowly but surely going away. We are going to have to figure out how to make our own revenue and toot our own horn. Instead of having a stadium empty eight months out of the year, a full-grown stadium empty for eight months out of the year, when there are concerts happening 30 miles up the road bringing in a tremendous revenue for those cities. A stadium that is ready and ours and what some of those on the Council are suggesting is for those eight months when those kids are not playing football that we are telling the Georgia film industry if they are shooting a movie about a high school football team or a movie about an NFL team, or if you are an artist coming to southwest Georgia to do a concert, you can come to Camilla. We have got the space for you and come on down and while you are here, go downtown and buy something. This is a new world and we can either change with it or fall behind. As long as he sits in the seat he is going to be advocating they change with it. Councilman Morgan stated since they began the discussions and adding the stadium to the entertainment district he has received some calls from neighboring communities from people ready to reserve the space and utilize in the months when the stadium is not being used. He fully supports the name change and additional duties and assignments and looks forward to where they will go. Councilmember Tucker commented she knows the name is different than what was proposed last week and assumes everyone got as many phone calls as she did and is a much better choice of names. It brings her to a question that a year ago the Council developed a resolution or ordinance that dealt with the renaming of streets and was specific about that. She wonders would it serve them well they also develop something that would address any city property (parks, football fields, etc.). Should they look at some type of ordinance because they have it with respect to the renaming of streets. It is just for thought for the city manager to make a recommendation to them at some point. In hearing the change of purposes for the facility, in addition to recreation, she also asks the city manager to present to them some type of policy for use which will need to be regulated as well. Councilman Palmer commented it has been approv-

ORDINANCE NO. 2022-06-13-1 – CENTENNIAL STADIUM NAME CHANGE (cont.)

ed as an entertainment zone which means alcohol could be served and you can walk around with it and would it be allowed while football and baseball games are going on. Mayor Owens replied it was a great question and the rules as they stand now as it relates to the entertainment zones and how alcohol can be used in the entertainment zone, at some point there is typically a non-profit that will be involved. If that organization or school decides they want to partner with someone to do that, it is entirely up to that school. Ideally the primary purpose of adding it to the entertainment zone was with those other eight months in mind. He agrees with Councilwoman Tucker that once the motion passes to immediately get into what the policy will look like as it relates to the entertainment industry and other folks that may be using it and an awesome point. Councilman Palmer stated the point he was making is that it has been passed as an entertainment zone and that is 24 hours a day, 7 days a week provided you meet the requirements. That means alcohol could be out there at the Friday night football games with our children out there. Mayor Owens stated he mentioned when football games are happening, that is reserved for the kids and their schools and is their time. The kids are not going to be sharing the parking lot with a film crew. The way it has always been is we are not going to disrupt what the kids are doing. If they are scheduled to play in the stadium, they will play in the stadium and no one else is going to be able to come in there. This is to the point the councilwoman is speaking and if approved this evening, they will develop the policy to go along with it, just like they did with the splash park and other parks in the city. If someone is out there serving alcohol during a football high school game, he suspects they are doing it illegally and it will be dealt with fairly quickly. Councilman Morgan asked if there was an application process that activated the entertainment area. Mayor Owens replied indeed. Councilman Morgan stated none of that activity could happen unless it is happening illegally. Mayor Owens stated if a high school football team is there, and alcohol is there, they are either doing it illegally or someone in the school asked to do that. They will not interfere as a city with what has already been planned out there. Councilman Pollard commented if there is a contract then legally no other party can be out there if the school has a contract with the City for their football schedule. If the school wants to take it upon themselves then it is on the school. No one as an individual or private citizen can be out there doing such and does not think the school will be serving while having a high school game. He thinks it is against school policy. A roll vote was taken and voting in favor of the motion and waiving the second reading: Councilmember Tucker, Councilman Burley, Councilman Morgan, Councilman Collins, and Councilman Pollard. Councilman Palmer voted in opposition. City Attorney Coleman stated Councilman Palmer did not vote in favor of dispensing with the second reading and the ordinance will require two readings. He commented we have it as an ordinance and he did not do it. They can do a resolution to name something but it is an ordinance and Councilman Palmer did not agree to dispense the second reading. Mayor Owens commented we will leave as an ordinance and vote at the July council meeting.

TYSON FOODS – EFFLUENT PUMP PURCHASE

Tyson Foods has two effluent pumps at their treatment plant. The pumps provide discharge from the wastewater plant at Tyson to our sprayfields. One of the pumps went down approximately 30 days ago and the Council recommends approving the repairs to the pump at a cost of \$28,333

TYSON FOODS – EFFLUENT PUMP PURCHASE (cont.)

and using economic development as the funding source. A motion was made by Councilman Morgan and seconded by Councilman Burley to approve the repairs. Councilman Palmer stated this money should be in the water and sewer department's budget for repairs and we do not need to be taking it out of economic development money. Mayor Owens stated part of this process involved some GEFA funding. We sponsored it and Tyson is responsible for maintaining the pumps out there. This is different than the one we had earlier. There are two pumps that pump discharge out to our sprayfield. One of those pumps is down and if the second pump goes down there is no way to pump the discharge from Tyson out to the sprayfield. That is not good for our largest employer in the county. With this emergency happening, getting this done quickly and using funding we have available seems practical. City Manager Stroud stated after looking at the project and doing research, this has to be done. If they will allow him to look at both ARPA and SPLOST they can determine the right revenue source for the project. It clearly has to be done. Councilmember Tucker asked if it should be reworded, since two other sources were mentioned with economic development, that using the funds as the city manager deems suitable. City Manager Stroud commented all resources are suitable and a matter where we have the most bucks and where the funds are. All the money is suitable. Mayor Owens commented it is Councilman Morgan's motion and he amending the motion to add ARPA or to the discretion of the city manager is practical. It is clear to make sure Tyson is running is the economic development side of the house. He stated we have about \$1.2 million in economic development and will continue as is. If the city manager wants the authority to pick which one they can do that. City Manager Stroud replied economic development works for him and they all work and it is a great option. Voting in favor of the motion: Councilmember Tucker, Councilman Burley, Councilman Morgan, Councilman Collins, and Councilman Pollard. Voting in opposition of the motion: Councilman Palmer. The motion passed by a 5-1 vote.

CITY MANAGER'S REPORT

City Manager Stroud stated after the last meeting they asked him to look at the sprayfields RFP. He read the report and there is a lot of technical jargon but it clearly talks about what repairs have to be made. He reached out to Chad Griffin from Still Waters Engineering because of the technical jargon to get started on the RFP process. The report talks about a bentonite slurry mix which basically will fill those boring holes out there. The slurry mix is mixed with bentonite and water and specially designed to plug the bore holes out there. He is looking for Chad to give him the technical jargon to put in the RFP.

For the computer devices talked about last week he is leaning toward the iPads because they are versatile and when he gets prices will bring back to them. It depends on the speed they need and what they are looking for and can give him direction of what they are looking for. Both the laptops and iPads have speed and resolution and depends on their preference. He has asked Assistant Chief Casterline pull together some specs.

They also asked him to look at fans and tables for the splash pad. He thanked Mike Atkinson for working diligently doing research for us. They found two industrial fans for about \$900 and

CITY MANAGER'S REPORT (cont.)

found some a little less and were not as durable and they make more noise. The velocity is greater with the industrial fans and the tradeoff is about \$150. They can get the two tables of about \$2,500 leaving them a balance of \$1,500 to purchase the umbrellas and have the fans installed.

He will be meeting with the financial consultant on Tuesday to determine exactly where we are because we are fast approaching, if not, in the middle of budget season. He asked HR to call the candidates that applied to us previously to be our chief financial officer and wants to gauge their interest. If they have some who are still interested he will probably come back to them and talk about moving forward so they can get that position filled. If not, he has to advertise again and it is a critical vacancy. Public Works also has five critical vacancies that he and Kent are working hard to fill, particularly looking for CDL folks.

He was also asked to look at the Boys and Girls Club roof. His understanding from the leadership team is the roof leak patched a few days ago has no other roof leaks noted. He has been told they can repair it but it could pop up again from additional rain. He is waiting on an invoice from Helen's.

The additional roads were looked at last week. He knows typically they contact the engineer to help with an RFP and can do this in-house. We have the talent and skills able to do that and save the expense. In about one week he can get with the team and see if they can do that without having that expense.

He is meeting with Clay Banks from Tyson next week to begin the process of building that relationship. He is also meeting with the Regional Commission to talk about the comprehensive plan.

The Toombs Park fencing is being worked by staff and hopefully to get the bid out next week.

Councilman Pollard asked if he said \$2,500 for the two picnic tables at the splash park. City Manager Stroud replied yes and those tables are steel and coated in hard plastic. We can find some less expensive but the problem is durability. When you look at the climate we are living in now what cost us \$1,200 a year ago has doubled. The tables are round with three benches. After additional discussion about the splash park, Councilman Burley thanked the city manager for bringing all the information back to the Council.

HOUSING AUTHORITY

Mayor Owens commented every year he signs letters for the Housing Authority. One of the circumstances in the City of Camilla is the Housing Authority is something pretty much in the direction of the Mayor's office to a certain degree as it relates to assigning the Board. Part of his responsibility as it relates to the Housing Authority is some documents he has to sign. It does not require Council approval and Dr. Thomas will be sending in letters to get his annual capital im-

HOUSING AUTHORITY (cont.)

provement money for renovations at the Housing Authority. He gets the money every year and the Mayor has to sign a letter saying certain things that will not happen at the Housing Authority, such as density of the units will not change more than 20% and those types of things. He just wants to let them know he is signing this and does not require Council action. As usual he likes for them knowing this in case they get a call.

Next month he will be coming to them, and they have a program in place and knows Councilmen Palmer and Pollard know about it, that helps businesses expand and we have grants for that. The way the policy is written you have to do about \$500,000 if you want to apply for some type of grant from the City to help you expand or have a certain amount of employees to get the grant. What he will be asking the Council is to amend that so we can help smaller businesses here trying to expand. He can think of one or two right now that are trying desperately to expand and thinks if they did it will be a benefit to the city, their business and overall is a help to the city. He will be working on that and helpfully in July will be coming back with some numbers. He asked the city manager to provide a copy to the Council in the next couple weeks so they can look at it and get an idea what the current policy looks like.

MAYOR'S COMMENTS

Mayor Owens stated earlier in the year he told the public and Council the operational tempo in the city of Camilla was going to increase. We are now six months in the new year and wants to share some of the things they have accomplished leading up to today. They have created three new entertainment zones which will weigh in heavily as it relates to our future economic development. They partnered with Mitchell County Schools to provide internships for the College and Career Academy. This will be a force multiplier for our city because we are going to be training young folks in the city who are going to be graduating high school and with any luck become city employees, or at the very least have skills learned here at the city. They started the process of developing a youth advisory board for the upcoming school year. We are committed to creating future councilmembers in the city and hopes before the year is out they will look around this room and see four to eight young folks as youth councilmembers observing what is going on around the table. Camilla opened its' first splash park a few weeks ago. For the first time a City sponsored Juneteenth celebration will happen this weekend starting on Saturday the 18th at 10:00 a.m. and Sunday at 1:00 p.m. This is the first time in the city's history. We allocated \$1.5 million to repair our sprayfield that has been, for at least a year, sitting idle. Serious city infrastructure that needed to be repaired. This year we allocated the money to get it done and it came from MEAG trust funds. We allocated \$1.5 million for a new Camilla Resource Center that will house the new Boys and Girls Club with new technology for our kids in our city. Again a force multiplier for us in the city. They recently completed nearly \$750,000 of sewer enhancements. What does all this mean? In six months we have made serious strides to move and propel our city into the future. As the city manager mentioned they are going to be heading to budget season fairly soon. He is asking them [the public] to please come to the meetings to tell them what is on their minds. Decisions will be made to help prepare Camilla for the future and their input is going to be extremely important. Even before they have the budget hearings having

MAYOR'S COMMENTS (cont.)

them in the room, and those watching at home, are appreciated. He encouraged everyone to come and let the Council know what is happening with them. Just a couple months ago if you wanted to talk to this Council you had to go to the city clerk three business days before to tell what you wanted to talk about. That was before this Council said they are done with that. It used to be if you were at a work session, you had to be quiet. A couple months ago this City Council changed that. You can come to work sessions, just like a regular council meeting, and speak about anything you want to and don't have to give a preview. Whatever is on their mind they can tell them and to please take advantage of that.

Councilmember Tucker thanked the citizens who have been faithful to attend the meetings and appreciates so much when members in the audience are bold and speak out and demand they [Council] are held to be accountable to the standard their position requires and deserves. She appreciates all of them taking time to be here. Many come month after month and are faithfully here. Many of them reach out via phone, text and Facebook and appreciates they do expect to hold them all accountable, as they should.

Councilman Pollard thanked the interim city manager that held it down before the city manager got here and who is now our assistant city manager her for her hard work with staff. There were no complaints and everything went well. He knows it had to be in her heart for the city of Camilla that brought her to the point she stepped in and made sure the business continued to move forward and appreciates all she did.

ADJOURNMENT

On motion by Councilman Pollard, the meeting adjourned at 7:30 p.m.

KELVIN OWENS, MAYOR

CHERYL FORD, CITY CLERK

AGENDA ITEM #6 - ACTION ITEMS

August 8, 2022

Councilman Pollard

- a. 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.

MOTION: _____

SECOND: _____

- b. 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 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 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.

MOTION: _____

SECOND: _____

- c. The Mayor and Council have 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 our 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

MOTION: _____

SECOND: _____

- d. 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.

MOTION: _____

SECOND: _____

- e. 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 \$71,000 from economic development funds to purchase required equipment for the City to conduct its' elections with electronic voting technology.

MOTION: _____

SECOND: _____

- f. The Mayor and Council discussed the new City of Camilla Resource Center that will house the Boys and Girls Club. SRJ Architects has prepared preliminary cost estimates for the construction of the center that will be funded with \$1.5 million from the 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 Owner and Architect for the project as submitted, contingent upon final approval from the City Attorney.

MOTION: _____

SECOND: _____

- g. 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 recommends amending the policy to allow the park to be open 7 days a week until Labor Day.

MOTION: _____

SECOND: _____

- h. The Mayor and Council discussed the 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 Clear Water State Revolving Fund with a potential principal forgiveness of \$710,100. The Council recommends authorizing the Mayor to sign the loan application and forwarding to the Georgia Environmental Finance Authority.

MOTION: _____

SECOND: _____

- i. The Mayor and Council discussed a request to refund the MEAG Trust Fund in the amount of \$710,100, representing the potential principal forgiveness of a GEFA loan to make infrastructure improvements at the sprayfield. The Council recommends refunding the MEAG Trust Fund \$710,100.

MOTION: _____

SECOND: _____

- j. 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.

MOTION: _____

SECOND: _____

- k. 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.

MOTION: _____

SECOND: _____

- l. City Manager Stroud will present this item.

**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 ____ day of _____, 2022.

CITY OF CAMILLA

[SEAL]

By: _____
Mayor, Kelvin Owens

First Reading: July 11, 2022
Second Reading: August 8, 2022

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 _____ DAY OF AUGUST, 2022.

CAMILLA CITY COUNCIL

ATTEST

Kelvin M. Owens, Mayor

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

Steve Collins, Councilmember

Laura Beth Tucker, Councilmember

Venterra Pollard, Councilmember

Raimond Dewayne Burley,
Councilmember

W.D. Palmer, III, Councilmember

Corey Morgan, Councilmember

ATTEST: _____
Cheryl Ford, City Clerk

[CITY SEAL]

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 to be a standard notebook page.



August 3, 2022

City of Camilla**Q00008300**

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

Budgetary Quote

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)

City of Camilla Resource Center

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	<u>7,405 sq. ft.</u>

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).

Probable Construction Cost

Total building area x \$250/sf		\$1,851,250
Kitchen equipment		\$120,000
	Subtotal	\$1,971,250
Architectural Fee (7.25%)		\$142,916
Architectural, civil, structural, electrical, & mechanical engineering		
Reimbursable Costs		\$2,500
Code-required Special Inspections		\$19,713
Boundary and Topographical Survey		\$4,750
Geotechnical Survey		\$3,600
	Subtotal	\$173,478
Furnishings, Fixtures & Equipment		\$197,125
FF&E Architectural Fee (10%)		\$19,713
Reimbursable Costs		\$1,000
	Subtotal	\$217,838
	Contingency 5%	\$118,128
Total Project Probable Cost (2022)		\$2,480,694

Please note:

Several local Contractors are indicating on their estimates that they are including a 1% per month rate of inflation. Based on the rate of construction costs' inflation over the last couple of years, this anticipated monthly inflation rate appears to be fairly accurate.

SRJ Architects Inc.

Michael A. Johnson, AIA



David L. Guerra, AIA



Sonya D. Spalinger, AIA



Rodney B. Varnadoe,
Director



August 1, 2022

Mr. Kelvin Owens
Mayor
City of Camilla
30 East Broad Street
P.O. Box 328
Camilla, Georgia 31730

Dear Mr. Owens:

REFERENCE: BOYS & GIRLS CLUB OF MITCHELL COUNTY, CAMILLA,
GEORGIA - 2229

Attached are two (2) originals of the Standard Form of Agreement Between Owner and Architect for the referenced project. If this Agreement is acceptable to you, please sign the two (2) copies of this Agreement. Please mail one (1) signed Agreement back to me for our records and retain one (1) signed Agreement for your records.

We look forward to working with you on this Project.

Sincerely,

SRJ Architects Inc.

Michael A. Johnson, AIA
President & CEO

MAJ:ss
Enclosures

cc: Dennis Stroud, City Manager



p 229-436-9877

f 229-438-0370

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.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 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)

Init.

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

Init.

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.

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§ 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

Init.

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.

§ 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.

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§ 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.

§ 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

Init.

§ 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.

Init.

§ 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.

Init.

§ 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.

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§ 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.

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§ 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.

§ 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

| [X] 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.

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§ 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.

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§ 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	%)
<hr/>				
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;

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- .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

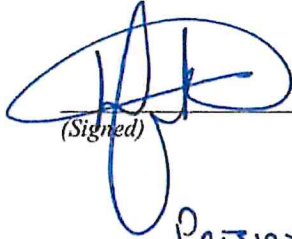
(Printed name, title, and license number, if required)

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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).

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.

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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.

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§ 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

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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.

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§ 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.)

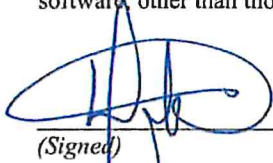
B253 Exhibit A.

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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

City of Camilla parks are public spaces, and visitors should be respectful of themselves, others, and park property. There are specific regulations governing behavior in parks that we would like to emphasize. Park rules are presented below, followed by relevant excerpts from the City of Camilla Code of Ordinances.

CITY PARKS

All City of Camilla Parks except Splash Parks are open from 6:00 a.m. until 9:00 p.m. daily. The City Manager is authorized to adjust park hours as needed.

- Report illegal activities to 911.
- Place all litter in receptacles.
- All pets must be on a leash in a City park. Persons with pets must clean up after the pet.
- No vehicles are allowed off paved roads or on closed park roads.
- No tents or canopies larger than 10' x 10' allowed without the expressed written permission of Planning and Zoning.
- No moonwalks, dunk tanks, or any equipment that calls for independent power (except by special permit).
- All games and activities that could damage the lawns are restricted.
- No glass containers allowed.
- No amplified music allowed (except by special permit). **City of Camilla Code of Ordinances: Sec. 11-1-4. - Noise; creating unnecessary noise.**
- No selling of food or other items (except by special permit).
- No alcoholic beverages (except by special permit).
- Absolutely no drugs or illegal substances allowed on City property. **City of Camilla Code of Ordinances: Sec. 11-1-21. - Possession of drug related objects prohibited.**
- Grilling is allowed only in designated areas and only in grills provided.

SPLASH PARKS

Splash Parks are open from 10 a.m. until 6 p.m. daily when K-12 school is on summer break and 10 a.m. until 6 p.m. on weekends when K-12 school is in session and closed during winter months. The City Manager is authorized to adjust park hours as needed.

- In the event of an emergency, call 911.
- All children must have adult supervision at all times. Children under the age of 13 must be accompanied by an adult.
- Children who are not toilet trained must wear a swim diaper.
- At the first sign of thunder or lightning, vacate the splash pad and seek a fully enclosed shelter.
- Water shoes/sandals are strongly recommended.

THE FOLLOWING ACTIVITIES AND ITEMS ARE NOT PERMITTED IN THE SPLASH PAD AREA:

- Climbing, sitting, or playing on splash pad apparatus
- Drinking splash pad water, spitting and spouting of water from the mouth
- Running, rough play and profanity
- Inflatable pool toys, athletic or other recreation equipment
- Food, candy, gum, beverages and glass containers
- Soaps, detergents, and shampoos
- Animals, except service animals
- Changing diapers
- Radios and other noisemaking devices
- Skateboards, skates, Razors®, rollerblades, scooters, bicycles and similar recreation Equipment
- No amplified music allowed (except by special permit). **City of Camilla Code of Ordinances: Sec. 11-1-4. - Noise; creating unnecessary noise.**
- Absolutely no drugs or illegal substances allowed on City property. **City of Camilla Code of Ordinances: Sec. 11-1-21. - Possession of drug-related objects prohibited.**

For GEFA use:	
Project Number	
Amount Requested	
Date Received	



For EPD use:	
Date Received	
Initial Approval	

LOAN APPLICATION

Section 1: Contact Information

Loan Applicant:

Applicant Name	City of Camilla			
Contact Person	Dennis Stroud	Title	City Manager	
Address	P.O. Box 328			
City and Zip Code	Camilla	31730	County	Mitchell
Telephone Number	(229) 336-2220	Fax Number	(229) 336-2224	
Email Address	dennis.stroud@cityofcamilla.com			
Federal EIN	58-6000531	DUNS Number	078129038	
Applicant Congressional District	2nd			
Project Place of Performance (where the work will occur)	Within City Limits			
Project Congressional District	2nd			

Project Engineer:

Firm Name	Still Waters Engineering		
Address	130 Veterinary Way - Unit 2		
City, State, and Zip Code	Leesburg	Georgia	31763
Engineer Name	Chad Griffin		
Telephone Number	(229) 496-5700	Fax Number	(229) 231-3007
Email Address	cgriffin@stillwaterseng.com		

Finance Director:

Name	Melinda Knight		
Address	P.O. Box 328		
City, State, and Zip Code	Camilla	Georgia	31730
Telephone Number	(229) 330-2319	Fax Number	(229) 336-2224
Email Address	melindak@cityofcamilla.com		

Attorney:

Firm Name	Drew, Eckl & Farnham Attorneys at Law		
Address	1604 W. 3rd Avenue		
City, State, and Zip Code	Albany	Georgia	31707
Attorney Name	Tommy Coleman		
Telephone Number	(229) 438-2220	Fax Number	(229) 431-2249
Email Address	ColemanT@deflaw.com		

Auditor:

Firm Name	Richard L Waters CPA		
Address	P.O. Box 382		
City, State, and Zip Code	Camilla	Georgia	31730
Auditor Name	Richard Waters		
Telephone Number	(229) 336-7218	Fax Number	(229) 336-8955
Email Address	rlwcpa@camillaga.net		

Section 2: Project Information

For SRF Applicants Only: Has the applicant initiated or completed the State Environmental Review Process with Georgia EPD for this project?

☒ YES ☐ NO ☐ N/A

Consent Order: Will this project eliminate a Notice of Violation (NOV), Administrative Order, Consent Order, Court Order, etc.? If yes, provide a copy of the violation.

☐ YES ☒ NO ☐ N/A

Project Name and Project Description: Provide a short description of the proposed project in the box below. Attach a separate sheet, if necessary, with a copy of the preliminary engineering report.

Project Name	Land Application System Improvements - CWSRF 2022
---------------------	---

<p>Project Description</p> <p>The project will include replacing the oxidation pond liners at the City's Land Application System Site (LAS). The existing oxidation pond liners have rips and tears all around the oxidation ponds that are allowing wastewater to potential seep through the pond and could contaminate the groundwater. Through the years the pond liner has been destroyed by ultraviolet lighting and dry rotting and now is in need of desperate repair. The new pond liners will eliminate inflow, infiltration and exfiltration at the City's Land Application Site. The project will also replace screens, repair aerators and fix mechanical items that currently do not create redundancy at the Land Application Site.</p>
--

Which project type(s) best describes your project?:

WATER SUPPLY (water)		WATER QUALITY (sewer)	
<input type="checkbox"/> Plant Construction	<input type="checkbox"/> Emergency Project	<input type="checkbox"/> Plant Construction	<input type="checkbox"/> Pump Station
<input type="checkbox"/> Plant Rehabilitation	<input type="checkbox"/> Water Tank	<input checked="" type="checkbox"/> Plant Rehabilitation	<input type="checkbox"/> Emergency Project
<input type="checkbox"/> Line Construction	<input type="checkbox"/> Well	<input type="checkbox"/> Line Construction	<input type="checkbox"/> CSO Tunnel
<input type="checkbox"/> Line Rehabilitation	<input type="checkbox"/> Reservoir	<input type="checkbox"/> Line Rehabilitation	<input type="checkbox"/> Non-Point Source
<input type="checkbox"/> Other: SCADA		<input checked="" type="checkbox"/> Other: LAS Pond Liner Replacement	

Easements:

Does this project require an easement?

☐ YES

☒ NO

If yes, how many easements?

How many have been acquired?

Project Cost: Provide estimated costs for the entire project by line item.

Construction	1,293,200.00
Contingency	129,616.00
Engineering/Inspection	155,184.00
Administrative/Legal	
Total:	\$ 1,578,000.00

Early Project Costs: Engineering and design costs incurred prior to the execution of a loan agreement are eligible for reimbursement with a GEFA loan as long as these costs are necessary for the completion of the project and consistent with the final budget. Does your community anticipate seeking reimbursement of engineering or design costs incurred prior to the execution of the loan agreement?

☒ YES ☐ NO

If yes, approximately how much in early costs does your community anticipate submitting for reimbursement under the proposed loan?

\$ 7,000.00

Funding Sources: List all funding sources that are proposed to be utilized to complete this project. List each source and funding amount. If a commitment has been secured from any of these funding sources, list the commitment date and attach a copy of the commitment letter.

Amount requested from GEFA:			\$ 1,578,000.00
Other Funding Source(s):	Date Available:	Amount:	
		\$	
		\$	
		\$	
		Total Project Funding: \$	1,578,000.00

Schedule: What is the project schedule (proposed or actual)?

ACTION	DATE
Plans and specs submitted to EPD	August 31, 2022
Bid opening	September 30, 2022
Notice to proceed	November 15, 2022
Completion of construction	December 31, 2023

Desired Loan Amortization Period:

☐ 5 Years ☐ 10 Years ☐ 15 Years ☒ 20 Years ☐ 25 Years ☐ 30 Years

Useful Life Verification: Check this box to certify the useful life of the assets funded by this loan will exceed the amortization period of the loan. ☐ Yes

Service Delivery Strategy (SDS): Is the proposed project consistent with your Service Delivery Strategy? A copy of the applicable pages from your SDS must be provided with your loan application.

☒ Yes ☐ No

Section 3: Applicant Information

Metro North Georgia Water Planning District (MNGWPD): Is your community in the MNGWPD?

☐ YES ☒ NO

If yes, are you in compliance with district plan requirements?

☐ YES ☐ NO ☒ N/A

WaterFirst or PlanFirst Designation: Is your community designated a WaterFirst or PlanFirst community?

☐ YES ☒ NO

Plumbing Code Compliance (for cities and counties only): To qualify for financing, you must have adopted the high-efficiency plumbing code requirements outlined in O.C.G.A Section 8-2-3. A copy of the relevant section of your local code must be provided with your loan application.

☒ YES ☐ NO

Accounting Data:

Audits: Provide most recent final annual financial audit.

☐ Hard copies attached

☒ Electronic copies referenced below

Website: _____

Bond Ordinance: If you have outstanding bond debt that was issued **during the past 12 months**, submit a copy of the most recent official statement or revenue bond ordinance in electronic format including amortization schedule. Include the name and the date of bond issuance below:

None

Date: _____

Funding Method: Provide the funding method that will be used to pay the debt service of the project.

Name of fund(s): Water & Sewer Funds, General Revenues, SPLOST

Type of fund.

Check any that apply:

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>

1. Service charges and fees only
2. Service charges and general revenues combined
3. General revenues only
4. Local option sales tax, contributions, or other dedicated source.

Financial Design Reports: If applicable to the community, please check the appropriate documents and attach a copy.

- ☐ Financial reports reviewing economy, demand, and costs
- ☐ Rate study
- ☒ Current year operating budget for water/sewer and general operations
- ☒ Revenue and expense financial forecasts for the water/sewer and/or other applicable fund
- ☐ Project funding plan and/or capital improvements plan, together with any and all assumptions from which the report is based
- ☐ And other report(s) that define the customer base (number or customers, usage, etc.)

Number of documents enclosed ()

Name(s) and date(s) of documents enclosed:

MEAG Trust, Water & Sewer Fund Budget 2022

FY 2020 Audit

FY 2021 Audit

Water/Sewer Rate Structure: Copy of ordinance or other document that defines the water and/or sewer rates for your jurisdiction. Please write the title and effective date of the document enclosed.

Title: City of Camilla Water/Sewer Rates Effective Date: 02/09/2015

(Mail Rate Structures)

Current Rate Structure (Effective Dates):	<u>02/09/2015</u>
Prior Rate Structure (Effective Dates):	<u>02/08/2015</u>
Planned Future Rate Structure (Effective Dates):	<u></u>

If applicant is an "Authority that does not have independent taxing authority," the Authority must receive a full faith and credit pledge of a local government. If this applies to your application, please indicate with which local government you will get a full faith and credit pledge.

--

**A. One-time Operating Expenses: (Example: Unexpected repairs to tank, pump station, wells, etc.)
(Mail Detailed Backup Documentation)**

Expense Line Items:

Most Recent Audited Fiscal Year: \$

Explanation: See attached spreadsheet.

Expense Line Items:

Current Fiscal Year Forecasted One-Time Expenses: \$

Explanation: See attached spreadsheet.

Expense Line Items:

Next Fiscal Year Forecasted One-Time Expenses: \$

Explanation: One time project fees budgeted for FY 2021.

B. Operating Transfers: (To and from water and sewer enterprise fund and/or other applicable enterprise fund)

Most Recent Audited Fiscal Year:	Transfers In	\$	0.00
	Transfers Out	\$	

Explanation of Transfers:

Current Fiscal Year Forecast:	Transfers In	\$	0.00
	Transfers Out	\$	

Explanation of Transfers:

Explanation of Transfers:

Enter appropriate amounts below for the next three fiscal years and explain the rationale for any assumptions used: 1) additional customers 2) rate increase 3) other revenues 4) increase (decrease) in operating and maintenance (O&M) costs 5) debt service for issuance of new debt.

Page 8 of 9

Water/Sewer System Operations Information – Current Customer Base Analysis

Complete the following information as of the last day of the last month preceding the submission date of this application. If the answer for any block is "NONE", put **NONE** or **-0-** rather than leaving it blank.

	WATER		SEWER	
	A. Inside jurisdiction	B. Outside jurisdiction	C. Inside jurisdiction	D. Outside jurisdiction
1. # of customers RESIDENTIAL	2100	300	2000	100
	Average use per/residential customer:	4500 gal/mo.	Average use per/residential customer:	4200 gal/mo.
2. # of customers COMMERCIAL	200	25	200	25
	Average use per/commercial customer:	14500 gal/mo.	Average use per/commercial customer:	14200 gal/mo.
3. # of customers INDUSTRIAL	1	0	1	0
	Average use per/industrial customer:	5000 gal/mo.	Average use per/industrial customer:	45000 gal/mo.
4. # of customers with un-metered service	0			

How did you hear about GEFA?: (check all that apply)

- ☐ Applicant is a returning customer
 Conference: ☐ ACCG ☐ GRWA ☐ GEFA website – gefa.georgia.gov
☐ EPD representative ☐ GMA ☐ GAWP ☐ GEDA
☒ Consulting engineer
☐ Other

I certify that I am authorized to sign this application on behalf of our governing body.

Signature:

Print Name:

Title:

Date:

Submit complete application to:

Georgia Environmental Finance Authority
 Water Resources Division
 233 Peachtree St NE
 Ste 900
 Atlanta, GA 30303-1506

OR

waterresources@gefa.ga.gov

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

ATTEST:

BY: _____
Kelvin M. Owens

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: _____

CONTRACTUAL SERVICES AGREEMENT

THIS Agreement made and entered into this 8th day of August, 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 August 8, 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: _____
Kelvin M. Owens

TITLE: Mayor

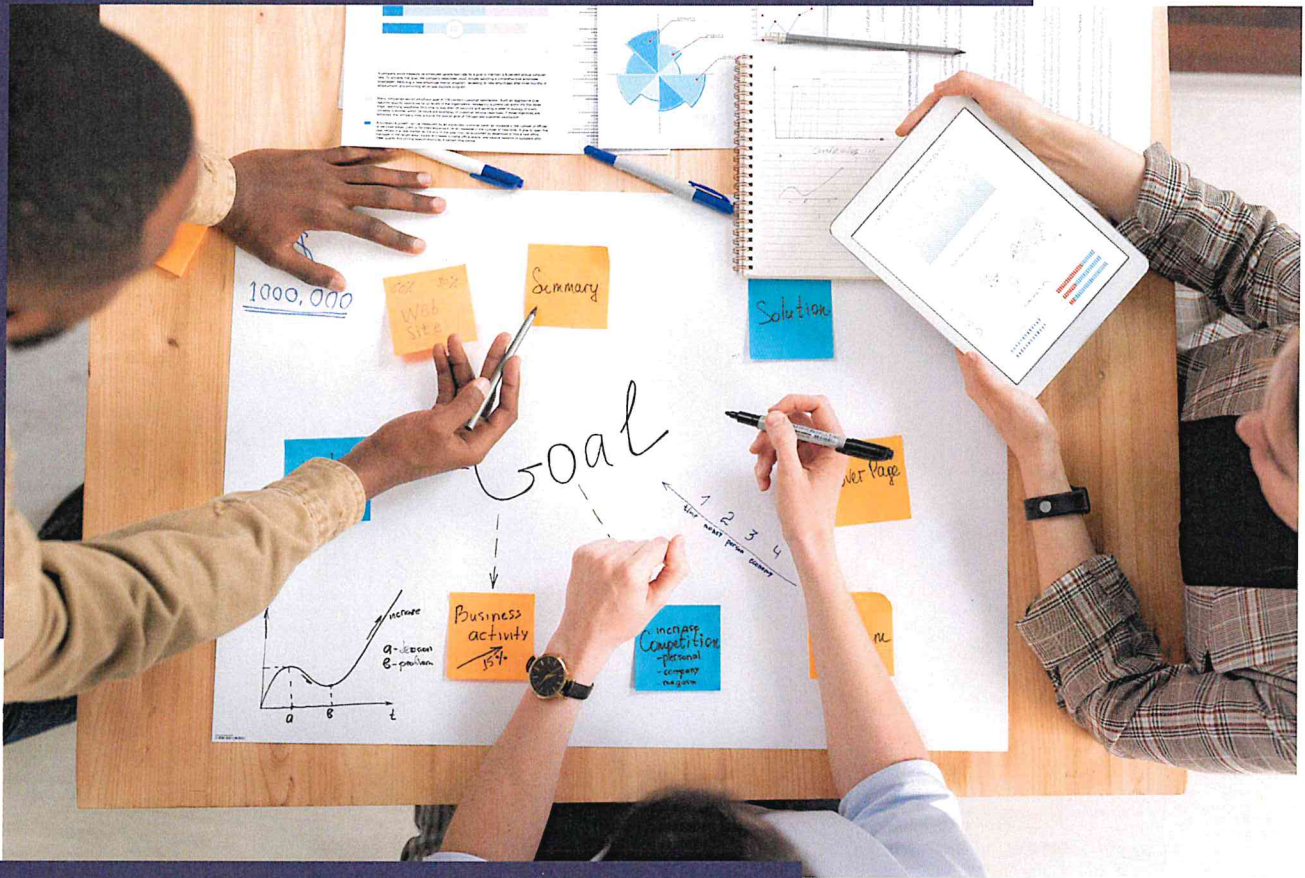
ATTEST: _____
Cheryl Ford, City Clerk

Susan Roberts
Financial Consultant

Signed, sealed and delivered in the
presence of:

Witness

Notary Public
My commission expires: _____



City Managers REPORT

Camilla, Georgia

August 8, 2022



GROWING TOWARD TOMORROW

Strategic Highlights

- Demolish 5-7 Blighted Properties 2023-2024
- Airport Fuel Farm Design/Construction (Change)
- Update the WWTF and Lift Station Improvements - 1.9M projected cost, 57,800 City commitment (Still Waters)
- Waste Water Pumping Station Improvements - 200K projected cost, 8K City commitment (Still Waters)
- Update Water System Improvement 1.4 projected cost, 35K City commitment (Still Waters)
- Dominion Estimates

Financial Highlights

- Received 2nd ARPA deposit of 935,831.59
- 2021 Budget Amendments for Audit
- Consolidated Contract List
- Current Loans

LOAN NUMBER	LOAN TYPE	ORIGINAL LOAN AMOUNT	PAYMENT AMOUNT	LOAN MATURITY DATE	DUE DATE
CW08004	GEFA/TYSON'S LOAN	\$10,000,000.00	\$46,772.33	March 2032	1ST
CW2020003	GEFA/CLEAN WATER	\$1,900,000.00	INTEREST \$6.69	20 yr. loan	1ST
DW11016	GEFA/DRINKING WATER	\$1,945,900.00	\$7,690.07	12/1/2034	1ST
DW2016035	GEFA/DRINKING WATER	\$1,161,850.00	\$5,286.46	11/1/2040	1ST
USDA 2022	USDA/VAC CON TRUCK	\$376,200.00	\$3,484.00	10/26/2030	26TH
TOTAL		\$15,383,950.00	\$63,232.86		
DWDRA 20010	GEFA/NOT COMPLETED YET	1,400,000.00			
CWDRA 20007	GEFA/NOT COMPLETED YET	200,000.00			

- Proposed Waste Management increase
- 2022-2023 Operating Budget
- 2022-2027 Capital Improvement Plan SPLOST
- Budget Calendar
- Expect MEAG to be over 1M in the next 12 months



Operational Highlights

- Modification to Yard Debris Schedule
- Railroad Repairs
- Animal Control
- Quarterly Comprehensive Plan review/update
- LMIG 2023
- CM in training on August 12th and 26th 8:30-3:30
- Effluent Pump for Tyson being built approx. 55K, awaiting installation
- Land Application System
- 2021 Budget Amendments for Audit
- Storm Drainage Improvement (Roosevelt Street) Projected cost 75-100K
- Fencing Toombs Park Fencing - low bidder Thomas Shipp and Son
- Project DWDRA 20010 - New Water mains along Hwy 37, Contractor RPI Underground, Inc. from, Valdosta on site
 1. Newton Road between Oakland Ave and Phelps St
 2. Bay St and Plant St
 3. Alley behind county offices between N Court St and N Scott St
 4. Oakland Ave between Ellis St and Harney St
- RFB Paving of Fern, Twitty, Glam and Dogwood Streets, Reeves lowest bidder
- Gateway Signage
- Still Waters Project Update