MINUTES – CALLED MEETING CITY OF CAMILLA, GEORGIA JULY 14, 2023

The Called Meeting of the Mayor and City Council of the City of Camilla was called to order at 1:00 p.m. on Friday, July 14, 2023 by Mayor Owens.

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

City Manager Stroud, Clerk Ford, and Attorney Wiley (via phone) 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 asked for an agenda amendment to add Resolution No. 2023-07-14-1 conveying certain real property located at 61 W. Broad Street, Camilla, Georgia to the Urban Redevelopment Agency (URA). A motion was made by Councilman Pollard and seconded by Councilman Morgan. Councilman Palmer asked the urgency to add this to a called meeting agenda. Mayor Owens replied per the Charter, the Mayor or three Councilmembers can call for a called meeting when they deem it necessary. Urgency or emergency is not necessarily captured as a prerequisite. As Mayor he called the meeting primarily because the Charter allows it and they have a tremendous amount of business happening in the city and it is not going to all get done in one meeting per month. From time to time these types of meetings will be called. Attorney Wiley commented in addition to the Charter, the Georgia Law and Open Meetings Act allows for the calling of special called meetings. Special called meetings do not need to be based or centered around an emergency. Councilman Collins asked what they would be doing between now and Monday. Mayor Owens replied he believes the questions being asked are moot when State law and the Charter are considered. Councilmember Tucker stated the Mayor has full right to call the meeting with 24 hours advance notice. He gave them 25 hours notice and it was not an emergency. As the meeting begins he made a recommendation to change the agenda and although he has the authority to do all of this, it is not an example of transparency for our local government to be acting in this way, having a meeting called with 25 hours notice. It is not in full transparency that they change the agenda. It is absolutely not a good example of good government in Camilla. Mayor Owens commented he will leave this to all councilmembers sitting around the table: there is nothing stopping them from going to the state legislature to change the law. They have the right to talk to them about changing the open meetings law. Until that time all of them can use the laws on the books. The law requires 24 hours advance notice

APPROVAL OF AGENDA (cont.)

and that was done. The law allows for agendas to be changed. It is our legislative process, the law, and it has been followed. After further Council comments, the motion to approve the Called Meeting agenda for July 14, 2023 passed by a 4-3 vote with Councilmen Burley, Morgan, and Pollard voting in favor of the motion and Councilmember Tucker and Councilmen Collins and Palmer voting in opposition. The Mayor voted yes.

SPEAKER APPEARANCES

Miley Adams

APPROVAL OF CONTRACTOR FOR SPRAYFIELD

City Manager Stroud stated this project has been ongoing for several months. He met with Still Waters Engineering and the vendors a couple weeks ago and received bids. Still Waters reviewed all the documents to make sure the low bidder was compliant. He is asking Council to consider letting the project proceed. Mayor Owens asked for a motion to approve the bid as recommended by our engineer, a base bid of \$2,042,000, to complete the sprayfield. The contractor is Haren Construction Company, Inc. A motion was made by Councilman Burley and seconded by Councilman Morgan to accept the recommendation and approve the bid. Mayor Owens reminded everyone two weeks ago at their Work Session he made a point - because of the tremendous amount of work and construction in the city it would be almost impossible for them to try and get it done in one sitting. And because of the Fourth of July holiday, they are about a week to ten days from when the original council meeting would have happened. They have not had these types of investments and construction happening in years. He respects all comments and thoughts about the way business is done in the city. After further comments regarding the amount of business they have to conduct, he pointed out when they received the first cost estimate to repair the spray pond it was \$1.5 million, which was a couple years ago. The City recently received a GEFA loan for about \$1.6 million. The price has gone up about \$500,000 and because a majority of the Council drew down \$1.5 million from the MEAG Trust Fund, reallocating \$500,000, it left \$1 million. A million dollars is what has to be paid back because of a majority of the Council. The debt service is at the bank and they do not have to raise taxes or utility rates one penny. They are getting \$2 million of infrastructure at the sprayfield and the debt service will come from the MEAG Economic Development Fund. The motion passed by a 5-1 vote with Councilman Palmer voting in opposition.

APPROVAL OF CONTRACTOR – CAMILLA RESOURCE CENTER

City Manager Stroud stated on the 13th of July they met with project architect SRJ. They vetted all the documents and he spoke with them before the meeting and they will send a letter of recommendation on Monday. A motion was made by Councilman Pollard and seconded by Councilman Morgan to approve the base bid submitted by LRA Constructors Inc. in the amount of \$2,688,481 to construct the new Camilla Resource Center that will house the Boys and Girls Club. Councilman Palmer commented he fully approves of the Boys and Girls Club and all the good work they do. He is, however, opposed to the process of building this with MEAG Trust money that was pulled out of the trust fund designated for debt service to Vogtle. He will be opposed to that from here on out. Sooner or later they are going to have to start paying debt service on Vogtle and when the trust fund money is gone, utility rates will have to be adjusted.

APPROVAL OF CONTRACTOR - CAMILLA RESOURCE CENTER (cont.)

People need to know it is coming and is on the way. Mayor Owens reminded everyone they were told that about eighteen months ago and rates have not gone up nor are they projected to go up. After providing financial information on the rates, he stated the City is running a margin over 20%. There is roughly \$10 million remaining for the debt service Councilman Palmer is talking about. Additional comments were made by Councilman Palmer, Councilman Collins, Councilman Pollard, Councilman Morgan, and the Mayor. The Mayor stated the highest bid was \$2.9 million and the projected amount was \$2.4 to \$2.5 million, which is what they budgeted for. It came in at \$2.6 million and that is with inflation through the roof. The payment will come from the \$1.5 million drawdown from the MEAG Trust last year, the \$800,000 from the Georgia Public Web sale from MEAG, and the remaining will come from the MEAG Economic Development fund. Our children are about to get a \$2.6 to \$2.7 million state of the art facility and taxes will not have to be raised. Voting in favor of the motion via a roll call vote: Councilmen Burley, Morgan, and Pollard. Voting in opposition: Councilmember Tucker and Councilmen Collins and Palmer. The Mayor voted yes and the motion passed by a 4-3 vote.

APPROVAL OF CONTRACTOR FOR SCORES PATIO

City Manager Stroud stated the project was sent out to bid and one bid was received. After the engineering firm investigated the bidder, there were problems in the background and they made the decision to not recommend the bidder, Allday Specialty Contractors LLC. The estimated cost for the project is \$90,000 to \$100,000 and the voided bid received to build the patio was \$58,000. The Mayor commented the engineer did not say the bid price was unreasonable or the price was wrong. The engineer stated some information from the company on the paperwork did not check out or there were questions. Because of that they could not recommend to move forward with them. The quote to complete the job was approximately \$60,000 and the engineer did not have issues related to the quote. They expect the cost to be between \$60,000 to low \$90,000s. Councilman Palmer asked about the specs for the project. Mayor Owens commented when the specs were looked at, the price given was \$58,000. The city manager has a copy of the specs and this is one of the reasons leading up to the added agenda item. A motion was made by Councilman Pollard and seconded by Councilman Burley to reject the bid from Allday Specialty Contractors LLC. Mayor Owens stated this has nothing to do with the quality of this company and they don't know the work they do and how they do it. This is strictly related to the recommendation from our engineer and the standards needed to move forward. This is not an indication to anything as it relates to this company but for the City and what we need and following the recommendation of our engineer. The motion to reject the bid from Allday Specialty Contractors LLC for the SCORES patio passed by a unanimous vote.

RESOLUTION NO. 2023-07-14-01

Mayor Owens commented this is the item added to the agenda to convey certain real property located at 61 W. Broad Street, Camilla to the Camilla Urban Redevelopment Agency for urban redevelopment purposes. A motion was made by Councilman Morgan and seconded by Councilman Pollard. Mayor Owens commented the reason why it was added is because of the rejected bid. The idea when SCORES was purchased is they wanted to open it by Fall. Part of the improvements to the facility was to have an outdoor eating facility (patio). This is a popular feature related to restaurants and with this being a sports bar it will add a nice ambience to our city and downtown. They have been working on the patio since February and from his perspect-

RESOLUTION NO. 2023-07-14-01 (cont.)

ive they need to add a degree of flexibility and movement as it relates to the project. He believes the URA is well equipped to get the project going, especially with knowing the price range. With Council approval the steps to get the patio built will be instantaneous but they obviously have to go through the process first. It is time to move forward and he thinks the URA is primed to do that. Voting in favor of the motion to approve the Resolution via roll call: Councilmen Burley, Morgan and Pollard. Voting in opposition: Councilmember Tucker and Councilmen Collins and Palmer. The Mayor voted yes and the motion passed by a 4-3 vote.

ADJOURNMENT

On motion by Councilman Pollard the meeting adjourned at 1:53 p.m.

BY:

KELVIN M. OWENS, MAYOR

ATTEST

CHERYL FORD, CLERK

CITY OF CAMILLA, GEORGIA ~ SIGN-IN SHEET

	DATE: JULY	14 2023 TIME: 1	100		
	MEETING: 💢 COU	NCIL WORK SESSION		OTHE	
	CALL	-E0	SPEAI	KER	
	NAME	ADDRESS	NO	YES	TOPIC OF DISCUSSION
1	Martha Boteman	4242 US Hary 19 Came			
2	Judy Birdorg	Stadium De	U		
3	Martha Botenga Judy Birdsong Julie Tucker	178 Court Drive			
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130 VETERERIARY WAY-UNIT 2, LEESBURG, GA 31763

July 12, 2023

Mr. Dennis Stroud City of Camilla 30 East Broad Street Camilla, GA 31730

SUBJECT:

City of Camilla, GA

Land Application System Improvements

Still Waters Engineering Project No.: C0113.017

GEFA Project No.: CW2021025

Mr. Stroud,

Bids were received and opened for the above subject project on July 12, 2023. A total of two (2) bids were received and read aloud. Haren Construction Company, Inc. with a <u>Base Bid of \$2,042,000.00</u> was determined to be the low bidder. Haren Construction Company, Inc. is qualified to complete this project, as specified, and has experience completing this type of work.

Therefore, we recommend that you proceed with the execution of the attached Notice of Award. I have also enclosed four (4) copies of the Bid Tabulation for your use and review. It contains all bids received.

I have enclosed four (4) copies of the Notice of Award for your signature. Please sign the Notice of Award where indicated, leave undated and return all four (4) copies to our office. Other contract documents will be forthcoming in the weeks to proceed. Once contract documents have been executed, we will schedule a preconstruction meeting and set a notice to proceed on the above referenced project.

Should you have any questions or concerns please do not hesitate to contact me at cgriffin@stillwaterseng.com or feel free to call me at 229-496-5700.

Sincerely,

Still Waters Engineering

Chad Griffin, Project Engineer

Cc: Mr. Eric Martin, Haren Construction Company, Inc. w/ Bid Tabulation

Enclosure: Bid Tabulation

Notice of Award

	NOTIC	CE OF AWARD	
Date of Issuance	9:		
Owner:	City of Camilla	Owner's Contract No.:	N/A
Enginee	r: Still Waters Engineering	Engineer's Project No.:	C0113.017
Project:	Land Application System Improvements	Contract Name:	N/A
Bidder:	Haren Construction Company, Inc.		
Bidder's	1715 Highway 411 North		
Address:	Etowah, TN 37331		
TO BIDD	ER:		
you are ti	act Price of the awarded Contract is \$ Tw	ontract for: Land Application	System Improvements
Contract I	xecuted counterparts of the Agreement ac Documents accompanies this Notice of Aw	company this Notice of Awa	ord, and one copy of the
electronic			
electronic	ally. a set of the Drawings will be delivered		
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You m	a set of the Drawings will be delivered	separately from the other Corecedent within 15 days of	Contract Documents. the date of receipt of this
You m Notice of <i>I</i>	a set of the Drawings will be delivered nust comply with the following conditions paward:	separately from the other Corecedent within 15 days of the Agreement, fully executed the Contract security [e.g.	Contract Documents. the date of receipt of this by Bidder. performance and payment
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CITY OF CAMILLA, GA LAND APPLICATION SYSTEM IMPROVEMENTS

MAY 2023

PROJECT #: C0113.017

PROJECT: Land Application System Improvements GEFA PROJECT NO.: CW2021025 STILL WATERS PROJECT NO.: C0113.017

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	BASE BID SCHEDULE			1715 Hig	hway	Company, Inc. 411 North N 37331	H2O 7 1745 Phile Albany	na Ro	ad South
frem No.	Mobilization Description	Qiv	Unn	Unit Price	7 13	Total Price	Unit Price	, GAL.	Total Price
2	Demolition / Removal of existing, soil, liquid and settled solids within LAS Pond 1 and all miscellaneous debris within the limits of the work. Also included will be all work and costs associated with loading, hauling and disposal at a suitable site selected by the Contractor)	1	LS	\$100,000.00 \$150,000.00	\$	150,000.00	\$0,00 \$197,000.00	\$	197,000.00
3	Dredging / Dewatering of existing liquid and settled solids within LAS Pond 2 and all miscellaneous debris within the limits of the work. Also included will be all work, dewatering equipment, chemicals and costs associated with loading, hauling and disposal at a suitable site selected by the Contractor) Dewatered shall be approximately 7,700 cubic yards or 1,800–2,000 dewatered tons.	1	LS	\$922,000.00	\$	922,000.00	\$881,250.00	\$	881,250.00
4	Demolition (Including removal of two (2) existing liners, geotextile fabric and under-liner ventilation tubing and miscellaneous hardware, within the LAS Pond 1 & 2 and all miscellaneous debris within the limits of the work. Also included will be all work and costs associated with loading, hauling and disposal at a suitable site selected by the Contractor)	2	EA	\$30,000.00	\$	60,000.00	\$125,000.00	\$	250,000.00
5	Geotechnical Pressure Grouting (Used to stabilize subsoil conditions addressed in Geophysical and Subsurface Exploration Findings) Approved structural grouting contractor required.	1	LS	\$ 50,000.00	\$	50,000.00	\$ 48,750.00	\$	48,750.00
6	60 mil HDPE Liners (Materials and labor to install new liners within LAS Ponds 1 & 2, complete including but not limited to preparation of subgrade soils (not including removal and replacement of unsuitable sub-grade soils), sub-liner ventilation system tubing, vents and hardware, geotextile fabric, temporary and permanent anchorage, seals at penetrations, seem welding and testing and all associated work and hardware for a complete installation. (Approximate Nominal Area = 500' long x 350' wide (per each pond) with 3:1 side slopes. No adjustment to Per Each pricing will be made for differences between AsBuilt quantities vs. Nominal quantities. Bidders are encouraged to visit the site and confirm quantities for themselves.)	2	EA	\$350,000.00	\$	700,000.00	\$334,375.00	\$	668,750.00
7	Removal and Replacement of River Screen and Floating Piping (Labor and miscellaneous hardware for removal, temporary storage and re-installation of the River Screen, including piping and connections.)	1	LS	\$10,000.00	\$	10,000.00	\$18,750.00	\$	18,750.00
8	Sediment & Erosion Control (Material and labor necessary to install, maintain and remove structural and vegetative BMPs shown on the drawings and as necessary to minimize and contain erosion and sedimentation within the work area.)	1	LS	\$30,000.00	\$	30,000.00	\$10,000.00	\$	10,000.00
9	Contingency Allowance	1	LS	\$ 20,000.00	\$	20,000.00	\$ 20,000.00	•	20.000
-	TOTAL BASE BID			\$		2,042,000.00		Þ	20,000.00

	ALTERNATE BID ITEMS						
Item No	Description	Qiy	Unit	Unit Price	Total Price	Unit Price	
A1	45 mil HDPE Liner (Materials and labor to install new liner within Pre-Treatment Lagoon, complete including but not limited to preparation of subgrade soils (not including removal and replacement of unsuitable sub-grade soils), sub-liner ventilation system tubing, vents and hardware, geotextile fabric, temporary and permanent anchorage, seals at penetrations, seem welding and testing and all associated work and hardware for a complete installation. (Approximate Nominal Area = 500' long x 350' wide (per each pond) with 3:1 side slopes. No adjustment to Per Each pricing will be made for differences between As-Built quantities vs. Nominal quantities. Bidders are encouraged to visit the site and confirm quantities for themselves.)	2	EA	\$335,000.00	\$ 670,000.00		\$ (22,000.00)
A2	12" River Screen (Contractor to order & deliver to the project site)	1	EA	\$ 17,000.00	\$ 17,000.00	\$ 19,428.00	\$ 19,428.00
АЗ	12" Centrifugal Electrical Skid Mounted Pump System including pump, motor, skid package, piping, coupling and concrete pad for installation.	1	LS	\$ 90,000.00	\$ 90,000.00		,
A4	8" Centrifugal Electrical Skid Mounted Pump System including pump, motor, skid package, piping, coupling and concrete pad for installation.	1	LS	\$ 90,000.00	\$ 90,000.00	\$ -	\$ -

H20 Techs line item #1 mobilization was left blank, a zero unit price and total price have been inserted.

H20 Techs line item #4 had a multiplication error in the unit price multiplied by the quantity. The multiplication changes the total price to \$250,000.00 for this item.

H20 Techs total base bid changed from \$1,969,500.00 to \$2,094,500.00 due to a multiplication error in line item #4.

H20 Techs alternate bid item #A1 stated a negative \$11,000.00 unit price. The multiplication of the unit price by the quantity gives a total price of -\$22,000.00 for this line item. It is assumed that the contractor wanted to deduct these amounts from line item #6 in the above bid sheet.

I hereby certify that this 3-true and accurate Bid Tabulation of bids received Wednesday, July 12, 2023

Brian Henderson, P.E. #30817

BID TABULATION:

PROJECT:

CITY OF CAMILLA RESOURCE CENTER CAMILLA, GEORGIA - 2229 ARCHITECT:

SRJ ARCHITECTS INC. 1108 MARYLAND DRIVE ALBANY, GEORGIA 31707

July 13, 2023 10:00 AM

BIDDER'S NAME	BID BOND	BASE BID		EARTH									Rock		Grass		ADDENDUM			NON-COL.	
O I O	BID BOND	BASE BID	1	2	3	4	5	6	7	8	9	1	2	1	2	1	2	3 4	5	AFFIDAVIT	
Klurber (ontracting CO.	V	2923,000.00	14.00	44,00	20.00	46.00	uom	24m 24T	1505 M+T	90 PC4	90.00	400.00	500.00	1.500CF	4.00055	V	1	1 ~	~	X	
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Burber Contracting Co. LPA Constructors Inc	V	2.688.481.00	9.00	25.00	10.00	26.00	15.00M	9.00 M	85.005M	22.00	17.00	220.00	20000	1-35	3.00	~	/	- L	V	V	
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13 July 2023

Mr. Dennis Stroud, City Manager City of Camilla P.O. Box 328 Camilla, Georgia 31730

Re:

Bid for The Patio at Scores

Dear Mr. Stroud:

After a 30 day bid period on the referenced project, there was only one bid submitted and it was submitted by Allday Specialty Contractors LLC (Bryan Doss, Owner). As per the bid requirements, the bidder labeled the envelope with his company's name, project title, and contractor's license number.

We checked the Georgia Secretary of State's licensing website for the submitted license number (RLCI 000553) and the license belongs to Ronald Chad Widner. The bidder referenced Chad Widner as the supervisor for the project in the bid documents and noted that Widner would be pulling the permit. We also checked the Secretary of State's licensing website for licenses held by Allday Specialty Contractors and/or Bryan Doss. We did not discover licenses for Allday Specialty Contractors or Bryan Doss.

We called Chad Widner to verify his involvement with the project and he did not know Bryan Doss or Allday Specialty Contractors. We then called Bryan Doss to ask him if he had contacted Chad Widner and he stated that he had not but would be.

With many concerns over licensing and the potential ability to be bonded, it is York & Associates Engineering, Inc.'s recommendation that the project not be awarded to Allday Specialty Contractors LLC and that the project be rebid.

If you have any questions, please contact us.

Sincerely,

YORK & ASSOCIATES ENGINEERING, INC.

J.D. York, P.E., P.L.S.

Attachments

cc:

Cheryl Ford, City Clerk

Allday Contractors

G:\PROJECT\2023\2023-10 SCORES\BID\Award Recommendation.wpd

CITY OF CAMILLA, GEORGIA RESOLUTION NO. 2023-07-14-1

A RESOLUTION TO CONVEY CERTAIN REAL PROPERTY LOCATED AT 61 BROAD STREET W, CAMILLA, GEORGIA TO THE CAMILLA URBAN REDEVELOPMENT AGENCY FOR URBAN REDEVELOPMENT PURPOSES

WHEREAS, the Mayor and Council of the City of Camilla, Georgia, have previously adopted an Urban Redevelopment Plan ("Plan") and activated the City of Camilla Urban Redevelopment Agency to administer said Plan; and

WHEREAS, the City of Camilla, Georgia, owns fee simple title to the real property located at 61 Broad Street W, Camilla, Georgia, 31730, Parcel Identification No. C0130-152-000, ("the subject Property"); and

WHEREAS, the subject Property is located within the City of Camilla Urban Redevelopment Area as identified in the Plan; and

WHEREAS, the City of Camilla and the City of Camilla Urban Redevelopment Agency ("Agency") have previously entered into an Intergovernmental Agreement which, among other things, conveyed the property located at 69 Broad Street W Camilla, Georgia, 31730, ("Scores") to the Agency by way of a 5-year lease to be operated by the Agency as part of the Plan to foster revitalization and economic development in the Urban Redevelopment Area; and

WHEREAS, the subject Property is undeveloped and physically contiguous to Scores; and

WHEREAS, Mayor and Council deem it in the best interest of the citizens of Camilla to lease the subject Property to the Agency as part of the Plan to foster revitalization and economic development in the Urban Redevelopment Area; and

WHEREAS, in consideration of the undertakings and commitments made by the Agency in the exercise of its urban redevelopment project powers, the City deems it in the best interest of the citizens to lease the Property to the Agency.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Camilla, Georgia, approves and authorizes the lease of the subject Property (61 Broad Street W, Camilla, Georgia) to the City of Camilla Urban Redevelopment Agency for economic redevelopment and revitalization.

- **BE IT FURTHER RESOLVED**, by the Mayor and Council of the City of Camilla, Georgia, that the subject Property is leased to the Agency subject to the following conditions:
 - a. In consideration of the public benefits derived from the Agency's use of the subject

Property for redevelopment and economic development purposes, the lease amount shall be \$1.00 annually.

- b. The lease term shall be for a period of five (5) years, unless otherwise modified or terminated by mutual consent of the parties.
- c. The Agency is authorized to take all action necessary to use, maintain, develop and/or oversee the use, maintenance and construction of development of the subject Property for economic and redevelopment purposes.
- d. The City, as owner, hereby designates the Agency as the City's authorized agent to obtain all necessary permits, planning, engineering design, or other related acts needed to maximize the use and maintenance of the subject Property for economic and redevelopment purposes without any further action or approval from the City.
- e. The City, as owner, shall remain responsible for paying all costs related to the repair, rehabilitation, construction, development, designing, planning and improvement of the subject Property and all responsibilities with respect thereto, including without limiting the generality of the foregoing, ongoing maintenance, repair, insurance, security and all services and utilities required for the upkeep and revitalization of the subject Property.
- f. The Agency shall pledge and convey all funds derived from the subject Property, not otherwise legally encumbered as a result of the management or operation of the subject Property, to the City. The Agency shall make all financial records available to the City Finance Director upon request to ensure the provisions of this section are fulfilled.
- g. The Mayor is hereby directed and authorized by the City to execute all documents necessary to effectuate the purpose and intent of this conveyance.

so resolved this 14th day of JWY , 2023.

CITY OF CAMILLA, GEORGIA

Kelvin Owens, Mayor