MINUTES – REGULAR MEETING CITY OF CAMILLA, GEORGIA JULY 19, 2021

The regular meeting of the Mayor and City Council of the City of Camilla was called to order at 6:30 p.m. on Monday, July 19, 2021 by Mayor Owens.

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

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

OPENING PRAYER AND PLEDGE

Mayor Owens 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 a motion to approve the agenda and Councilman Campbell made the motion. Councilman Morgan asked for an amendment to the motion to approve. He asked to postpone Item 8(b) – Boys and Girls Club Renovation and Item 9 – Resolution to Change Meeting Conduct format until the August committee meeting. For 8(b) there are a lot of stakeholders who have not been at the table to properly be voting on Boys and Girls Club renovations tonight. For Item 9 they have yet to receive the updated resolution and wants to wait until August to fully discuss. Mayor Owens commented we have a motion to postpone the Boys and Girls Club renovation and the Resolution to discuss the committee meeting conduct format. Councilman Pollard seconded the motion. Councilman Twitty asked should they not at least discuss the Boys and Girls Club and bring to the table to know what is going on. He agrees they need to wait another month to vote on it so they can have at least the Boys and Girls Club representatives speak on it. There is a collaboration effect that they can bring something to the table they [Council] may not have thought of. They can also may be able to bring funds to the table they aren't able to touch or have access to. He thinks they should at least talk about it and get in the record but should be tabled. Mayor Owens commented the motion as it stands is to postpone at this point and the proper thing to do is vote on the motion. If he understands the motion that conversation will be at the committee meeting in August and will give a tremendous amount of time for everyone to speak on it. Just to make sure the record is clear they should go ahead and vote on the motion and then depending on the results of the vote go forward one way or the other. Councilman Campbell mentioned in making this motion the public works committee will present the motion and have the full discussion. They will not vote on it until after the discussion and if agreeable with everyone they can vote. It will not be in the form of a motion and he will call on Steve to go through it and then have the discussion and is his preference. Mayor Owens commented for the sake of protocol they have a motion that has been seconded and depending on how they feel about the motion they can vote accordingly. It is im-

APPROVAL OF AGENDA (cont.)

portant to Councilmen Morgan and Twitty's point they have more voices to discuss this prior to actually taking a vote on it. He agrees the best way to go, not only for the City but obviously for the children involved in this, is to have an opportunity for everyone to have an extended opportunity if needed at next month's committee meeting. Mayor Owens stated there is a motion to postpone Item 8(b) and 9. For Item 9 he has not seen the new resolution and not sure if other members of council have either. Before they can begin discussing, and for everyone to get caught up, the committee meeting is the precursor to the policy. In the committee meeting they discuss what ordinances and rules are going to get passed and what they talk about before coming to a council meeting. Before they start adjusting policy or the format on how policy is created it deserves a larger conversation. If he understands the councilman's motion correctly he is suggesting it be postponed and is acknowledging the conversation needs to be had and he agrees it needs to be done at next month's committee meeting. The motion to postpone Items 8(b) and 9 failed with Councilman Campbell, Councilwoman Willingham, Councilman Twitty, and Councilman Palmer voting in favor of not amending the agenda. Councilman Morgan and Councilman Pollard voted in favor of amending the agenda.

The original motion of Councilman Campbell to approve the agenda as presented was seconded by Councilman Palmer. The motion to approve the agenda as presented passed with Councilman Campbell, Councilwoman Willingham, Councilman Twitty, and Councilman Palmer voting in favor of the motion. Councilman Morgan and Councilman Pollard voted no.

APPROVAL OF MINUTES

On motion by Councilman Morgan, seconded by Councilman Pollard, the minutes from the June 14, 2021 City Council Meeting were approved as presented by a unanimous vote.

SPEAKER APPEARANCES

Mayor Owens stated there are three scheduled non-agenda item speakers and one agenda item speaker and asked if they wanted to do upfront or wait until the agenda item. It was decided before the motion they would ask Mrs. Peoples to speak. Mr. Marvin Broadwater, Sr. was recognized and stated Camilla was his home. He resides at 3004 Slippery Rock Court, Columbus. While he resides there he still pays taxes to this great city. He is a proud product of Camilla and Mitchell County and started his formal education in this great town. He learned that community service never ends and learned from the likes of Edward Brown, Mary Jo Haywood, Charles Strickland, Jerome Jester, Leon Pate, Jaan Thomas, John McCullough, Annette Williams, Jackie Railey, Jacquelyn Ross, Hugh Inman, and countless others who have devoted an enormous amount of time and energy to the betterment of the city. He thanked them [council] for their continued servant leadership to this community. While he has achieved a great number of endeavors in his life, as he sat in the Oval Office for recognition, addressed Congress and other lawmakers of this great country, his greatest achievement to date is why he is here. It is to ask for their support for a historical marker remembering the twelve lives lost and thirty wounded during the Camilla massacre on September 19, 1868. The Mitchell County Board of Commissioners has formally approved placement of such a marker with a land easement at their monthly meeting last week and filed an official copy with the county clerk's office; however, there is still work to be done before the final approval. While we certainly have faith this endeavor will come to fruition we also believe in the holy word when God tells us faith without

SPEAKER APPEARANCES (cont.)

works is dead. There are those in his generation that are the bridge builders of today. It is their responsibility to connect the past with the future. He, along with several other citizens this evening, ask for their support as well as to spread the word of this colossal project to their constituents. It is their desire that when our bodies return to the dust from whence it came, a mentor, a teacher, or even a parent will inform generations to come why it is important to remember the past as they gaze at the marker. The Georgia Historical Society will approve or not approve the request on August 6th and for this reason they are asked to contact their state legislators and ask them to call the Georgia Historical Society and encourage them to approve this well deserving honor to those lives lost and thirty citizens that were wounded that stormy day in Mitchell County. He asked them to join this coalition as they give proper homage and honor to those citizens. Mr. Broadwater thanked them for their time. Councilman Morgan commented he appreciated him bringing this to the Council and asked for a contact number for the Georgia Historical Society. Mr. Broadwater replied he will email each of them the phone number. Councilman Pollard asked what he was looking for from the City of Camilla to help. Mr. Broadwater stated the main thing he wants the constituents to know is this project is underway. It has been a long time and this happened in 1868 and the State of Georgia did not recognize until 1997. He spoke with the General Assembly a couple of years ago and they have a statue in Atlanta outside of the Capitol Building but there is nothing here where it happened. Something about that did not sit right being this is his home. When it happens he wants to see 5,000 citizens at the courthouse because it will be a colossal event. Councilman Pollard commented he applauds his efforts and has his backing.

Mr. Fryer, or representatives from Congressman Bishop's office, were called upon next. No one was present.

Mr. Xavier Daniels was recognized as the last scheduled non-agenda item speaker. Mayor Owens commented before they get started they would call on the city attorney to make sure they are good administratively and give them guidance. City Attorney Coleman commented Mr. Daniels has appeared before via Zoom and wants to point out our policy does not provide questions and answers from the public. We can ask him questions but the nature of his form that he filled out was in a question. That is not what this provides and we are supposed to take information from the public. If he needs other information he needs to contact a councilmember or see the city manager. Mayor Owens stated what the city attorney is referring to is the form submitted by Mr. Daniels is in the form of a question. The Council will not be able to answer his questions but he will have three minutes to state what is on his mind. Mr. Daniels stated he is here to discuss the issue of denial of our [his] claim. They turned in a claim of \$24,436.72 and the reason they turned in a claim is because in February they received a lot of threatening and unconstitutional letters from people of the City's department which led to an illegal eviction notice from his landlord. It stated since he could not resolve the issue with the City of Camilla he would like to release his company from the lease contract before March 31, 2021, signed Bob Patel. He also received letters from people of the City's department saying they had a certain number of days to build a bathroom or disconnect the utilities. He does not see how it is allowed to terminate something or control their business license when they paid for an operating license. If there was an issue with the bathroom they should have never got the license or made it that far. For them to be bullied around, threatened, and treated like they weren't a part of the business

SPEAKER APPEARANCES (cont.)

world in this city was very uncomfortable and discredited their company, dropped them down in percentage, the employees lost time, they lost money, and was a mess. He feels like from the start it was a target against him and his company. No one held their end of the bargain because initially no one gave them an end of the bargain from our [city] side. No one stepped in and said we have these funds and Mrs. Willingham asked the city manager a question: did he reach out to us to see if there was anything to give him help and he said yes but they never received that. They said there was businesses prior to his years before and why did all this come into play when they started a business. Why wasn't the process started before with the other businesses? He asked if anyone saw the issue and stated they were targeted but no one wants to take the responsibility for it. At the conclusion of Mr. Daniels' comments, Councilman Pollard asked the city attorney what he meant they don't answer questions. City Attorney Coleman responded it is what they wrote and passed and read the language to them from the policy. Mayor Owens commented the operative word in the policy language is if a speaker asks a question of someone on the council or staff that in itself creates a circumstance for discussion.

PUBLIC HEARINGS

CODE OF ORDINANCES AMENDMENTS – Mayor Owens opened the public hearing and commented this is the second reading of the amendments to the Code of Ordinances. Prior to closing the public hearing he asked if there were any questions or comments from public or staff. Clerk Ford stated she had not received any citizen comments. Mayor Owens closed the public hearing for the ordinance adopting and enacting a new code for the City of Camilla, Georgia, providing for the repeal of certain ordinances not included therein, providing a penalty for the violation thereof, providing for the manner of amending such code, and providing when such code and this ordinance shall become effective.

ALCOHOL ORDINANCE – Mayor Owens stated this is the first reading for an alcohol ordinance and prior to opening the hearing read the ordinance summary: Ordinance No. 2021-08-16-1, an ordinance repealing the existing alcoholic beverages ordinance, adopting a new ordinance for regulating the sale of alcoholic beverages in the corporate limits of the City of Camilla, Georgia, repealing all prior ordinances in conflict herewith, and for other purposes. The public hearing was opened and asked for questions or comments from the public, staff, and Council and stated the public hearing would remain open for 30 days and the complete changes are on the City's website. Between now and 30 days they can contact their councilmembers, clerk, or city manager with questions or comments.

SPECIAL EVENTS ORDINANCE – Mayor Owens stated this is the first reading of the special events ordinance and read the ordinance summary: Ordinance No. 2021-08-16-2, an ordinance of the City of Camilla, Georgia providing for an application and licensing process for special events to be held on City property, rental or use of properties for events, providing for conduct of events, and for other purposes. The public hearing was opened and Mayor Owens asked for comments or questions from the public, staff, and council. He stated the hearing would remain open for 30 days. Councilman Pollard stated he would like centennial stadium parking lot added as a possible site for the entertainment district. Mayor Owens stated he recommends at the time when the public hearing is over if there is an amendment to that motion at that time it can be

PUBLIC HEARINGS (cont.)

added at that point. Questions or comments can be directed to the clerk, councilmembers, or city manager.

ADMINISTRATIVE COMMITTEE

ADOPTION OF AMENDMENTS TO CODE OF ORDINANCES

The Council conducted the second and final public hearing tonight to receive citizen comments for amendments to the City of Camilla Code of Ordinances. The code amendments have been made available to the public on the City's website and at City Hall. The Administrative Committee recommends adoption of Ordinance No. 2021-07-19-1, authorization for the Mayor to sign, and approves submittal to Municipal Code Corporation for codification.

On motion by Councilman Pollard, seconded by Councilman Campbell, the motion to adopt Ordinance No. 2021-07-19-1, authorization for the Mayor to sign, and submittal to Municipal Code Corporation for codification passed by a unanimous vote.

RESOLUTION NO. 2021-07-19-2 – ADOPTION OF MASTER FEE SCHEDULE FOR CODE OF ORDINANCES

The Council reviewed Resolution No. 2021-07-19-2 providing for the establishment and adoption of a Master Fee Schedule for incorporation in the City of Camilla Code of Ordinances. The Administrative Committee recommends approval of Resolution No. 2021-07-19-2 and authorizes the Mayor to sign.

A motion was made by Councilman Pollard and seconded by Councilman Palmer. Councilman Twitty asked for the city manager to provide an overview of what we are doing. City Manager Sykes responded one of the benefits for adopting the new Code of Ordinances is fixed fees or fees for services the City provides can change from time to time. The previous format is the Council would have to amend an ordinance when we did that. The benefit for removing the fees and putting in a master fee schedule is each time a single fee is changed it can be done by passage of a resolution and not two readings of an ordinance. As far as what is on the master fee schedule, it is exhaustive. Every service, every fee, every fine referenced in the code can be found on the master fee schedule including rates for all services. From time to time the state legislature may change the minimum fine for a law and when that happens it will be brought to Council to consider amending the master fee schedule with adoption of a resolution. Councilman Morgan asked if the master fee schedule would be online and City Manager Sykes responded it would and available in the city clerk's office. The motion to approve Resolution No. 2021-07-19-2 and authorization for the Mayor to sign passed by a unanimous vote.

PUBLIC WORKS COMMITTEE

RESOLUTION NO. 2021-07-19-1 – CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATION ACT (CRRSSA) – AIRPORT

The Council reviewed Resolution No. 2021-07-19-1 authorizing acceptance of a contract from the Georgia Department of Transportation for the Coronavirus Response and Relief Supplemental Appropriation Act. The eligible operational reimbursement amount is \$13,000 for aviation fuel at the Camilla/Mitchell County Airport. The Public Works Committee recommends approval of the Resolution and authorizes the Mayor to sign.

RESOLUTION NO. 2021-07-19-1 - CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATION ACT (CRRSSA) - AIRPORT (cont.)

A motion was made by Councilman Campbell and seconded by Councilwoman Willingham. City Manager Sykes stated this is part 2 of the CARES Act and were notified our Airport was eligible for \$30,000 and there were multiple ways to claim. We decided to use loss of fuel sales due to COVID which was more than \$30,000. This is the same thing and we had an additional \$13,000 we were eligible for and able to demonstrate loss of fuel sales in that amount. The money will be placed in the Airport fund. The motion passed by a unanimous vote and all Councilmembers and the Mayor will sign the Resolution.

BOYS AND GIRLS CLUB - PROJECT SCOPE

Ms. Ondrea Peoples was recognized and stated she wanted to speak briefly about the Boys and Girls discussion that will be on the floor. They appreciate everything the City of Camilla does to support the Boys and Girls Club. When she was listening to the Facebook Committee Meeting they [Council] were talking about displacing kids, where they would go, and what they were going to do with the building. She thought maybe the Boys and Girls Club needs a seat at the table. She has 28 board members and 28 bosses and she is sure they want to be involved when talking about the young people and the building. She has been there fourteen years and fighting with the building for fourteen years and knows it needs to be upgraded and the roof is falling in. There are a lot of things going on but she still thinks Boys and Girls Club board members, as well as herself, need a seat at the table when we are talking about renovating that building. There may be things they have not discussed or haven't thought about. With her on the side of young people she may be able to answer that for them. She talked with Steve and they had a wonderful meeting today but still thinks her board, the people she works for, and the children she serves, need a seat at the table. Mayor Owens asked if there were any questions for Mrs. Peoples. Councilman Campbell commented during their discussion at the work session, and whichever plan they go with, it would be the 12 or 6 months of displacement for the children at the Boys and Girls Club and asked if she had adequate room in Pelham. Mrs. Peoples asked him how many bedrooms he had and they could bring them to his house. Councilman Campbell stated he had nineteen grandchildren. Mrs. Peoples commented she and Steve talked about the Teen Center and with COVID they are still practicing their guidelines and social distancing and masks. They have room available at the Teen Center right now but that is part of the discussion they can talk about alternatives and that is where the board needs to be involved. They do have a contingency plan and of course they will have to be displaced with the roof being fixed and can work that out. There are a lot of things that go in it such as their feeding plan and they have to have a kitchen, federal dollars they have to make sure they are being good stewards of, and there are a lot of things that go in to it. Councilman Twitty stated this the reason he wants to delay the vote to allow more input in the process. There are a lot of things going on here and definitely they need to have a sit down with either Ondrea or Steve or parts of the Board to discuss and see options she thinks we might can go to. The main thing is to allow the public we are thinking about upgrading the building and they know what we are doing. We want everybody to know what we are doing and this will give us more time to do that. Mayor Owens stated in order to delay or postpone they would need a motion. Councilman Pollard made a motion to postpone until August meeting for public discussion. The motion was seconded by Councilman Twitty. Councilman Campbell stated it would be a discussion and they would go over everything and there will time for Ondrea to jump in while they are discussing if it passes. City Manager Sykes

stated he wanted to make sure everyone knows the bid was opened on May 29th and if it gets pushed more than 60 days they may have a problem with rebidding the project. He needs to verify how long the contractor will honor the bid and are only required to guarantee it with a bid form of a bid bond/payment bond for so many days. It may be if they desire additional time and not able to vote on it tonight they could have a called meeting in order to meet that timeline. Otherwise we would have to reject the bid and go through the bidding process all over again. Councilman Campbell stated if they rebid it the price on everything continues to rise and it would probably be higher. Councilman Pollard stated since they are talking along these lines to be clear what the Boys and Girls Club renovations are. We are not talking about renovating the Boys and Girls Club itself, we are talking about replacing a roof on the side where the kids are and a building for a community center. There is nothing they are doing for the kids and if it takes some time and we lose the bid, so be it when it comes to our kids. Councilman Campbell commented the way he understands it is not the actual Boys and Girls Club but with all the equipment and construction going on they still have to move the kids. Councilman Palmer asked Mrs. Peoples if they could move to the teen center next door. She replied they could but when you are talking about moving the kids to make room for you [city] to do renovations that doesn't include the Boys and Girls Club her job is to make sure the Boys and Girls Club gets renovated. They are serving the children and of course they can serve our kids and build that building around them and they say go over there and play with that computer but come back over here where it is not renovated. Her thing is to have a discussion with the Boys and Girls Club. They are in the same building and it is the same space. Why can't they gave a conversation to see what they are going to do with the young people in that building and occupying that space? She is sure they will be allowed to use the space but they need space just as good as what is going to be renovated. Councilman Campbell asked her if she had something in mind when they are talking about renovating the Boys and Girls Club. Mrs. Peoples responded she is talking about the same thing they are doing on the other side. It needs painting, the floors need to be done, and she has talked with Steve about compiling a list today and there was no way she could compile in a few hours. She is talking about them having the same thing next door to them in the same building. If they are going to have to move them, and they will have to move because the roof has to be fixed and falling in. For years she has worked with that roof, even getting the air conditioners down, to hold it together. If they have to be moved she doesn't want them to have to go back in the same building with it looking the same way. She will compile a list to let them know what it will take and has some renderings of what a Boys and Girls Club looks like and why she wants to include her Board so they can work together. She is not saying to do it for free but to work together to see what they can do. Councilwoman Willingham commented her understanding when they started the process is they did not know about the roofing on the Boys and Girls Club. They were saying they were trying to do something for the community, an event center, where people could have activities like a small birthday party. It would be an event center with a catering kitchen and bathroom and then they find out that the Boys and Girls Club roofing was a problem. When they started the process they did not know that. Mrs. Peoples stated she understands. That is when he [city manager] brought the bills and said we have these buildings and need to do something for them and that is when they came up with the idea they could renovate it and make it feasible for the community. She understands Mrs. Peoples' point but the bids were already in and if they lose the bid for the event center they will have to start all over instead of going ahead with this and add on what she [Mrs. Peoples] is saying. If they are going to do one they definitely want the

Boys and Girls Club improved. The point she is trying to make is if they lose it they are talking about paying \$2.something million for a new building. She wants to try and stay with this so people will have some place to go and add on renovating the building, the same thing she [Mrs. Peoples] wants for her children, but this is what they had first. Mrs. Peoples commented she totally understands that but when they are talking about an event center we are talking about people coming from all over next to where she is serving children next door. This is why she wished they would have been a part of the conversation. She always appreciates everything the City does but an event center next to a Boys and Girls Club is something else to think about. Mrs. Peoples commented it is a good idea to share space and Albany shares theirs with the senior center. It is a great idea and the seniors use it in the morning and the Boys and Girls Club in the afternoon. It was a collaboration with city and county government and a great idea. She is not knocking the idea and is just saying if they are going to share space she wants her kids to have just as much. Mayor Owens commented the conversation just now indicates why this needs to be delayed. There were conversations and discussions without all the stakeholders and when you do that this is what you end up with. For him personally he agrees this is something whether it is the event center, in combination with the children at Boys and Girls Club, this is obviously just on its face a subject that needs further conversation. To wait 30 days to do that and whatever administrative things need to happen in the middle, to let that happen. But it needs to be an extended and comprehensive conversation going forward. Councilman Palmer stated they need to go with Option B, fix the building, and come back next month with plans for renovations on the inside. It can be a two-part project and that way they can move on and get the roof fixed and no reason why they can't do that. Mayor Owens commented this conversation they are having is directly due to what Mrs. Peoples mentioned earlier. This is not something that happened yesterday, 6 months ago, 2 years ago, or 5 years ago. The point he is making is he is hearing this sense of urgency but it wasn't until he brought pictures to the Council and said look at how our children are being taught that we even got to this particular point. He finds it odd that now the sense of urgency to get this done. Thirty days and it has been years, if not decades, this has not been addressed and doesn't sit well that tonight for some reason it all has to be decided. The motion is valid, it is seconded and will be voted up or down. If we go forward our legislative process will decide that but this is the discussion period. If the motion fails we will move forward and if it doesn't we will still move forward. Councilman Twitty commented if we want to include, and he is sure they do, the remodeling of the Boys and Girls Club it will be done at the same time as the roof and the center that there may be cost savings doing it at the same time because it is all one project. They need to go that way and no need to be in a rush. The building is not going to deteriorate anymore and already deteriorated about 100%. It would seem to him there would be a cost savings including the Boys and Girls Club renovation at the same time we do the roof as well as the center. Councilman Campbell stated he agrees with what was said and asked Steve if he had anything to add. City Manager Sykes pointed out to Mrs. Peoples comment earlier about having to relocate the kids during construction, for 6 months the kids will be relocated next door. He thinks that is the time to do everything they are going to do rather than relocating them twice. If they wait and relocate them to repair the roof and then do the renovations later that is two relocations. For those considering going ahead with the renovation plan there is plenty of time to award the contract tonight, get the contractor started, and not risk losing on the competitive bid. It was supposed to bid a month earlier but they only had one bidder and had to postpone it until they could get two competitive bids. He thinks if we take

advantage of the pricing and having a bona fide bid and use that 6 months to work with the Boys and Girls Club, engage the Board if necessary, and come up with an approved list of improvements while they are vacated. He thinks 6 months is more than enough time to do everything that needs to be done including working out the renovations. He took a tour through the facility today and it needs to be updated and the best time to do it is when they are making renovations to the building. Whether they do it or not they are going to have to move out because the roof needs to be replaced and holding water on top. He agrees with Councilman Palmer the first thing they need to do is get the roof fixed and once fixed everything else can take place underneath. To Councilman Twitty's comment about bidding, it is possible we can do the renovations the Boys and Girls Club needs directly and not include in the contract. He thinks it is possible we can do it ourselves and save the overhead or let the contractor give a price as a change order and see which one works best and have both options. Mayor Owens reminded everyone when they started talking about this item during budget season, the cost was supposed to be about \$300,000. It is now at \$900,000 and if there was ever a reason to sit back down and have a comprehensive conversation with all stakeholders to see exactly what we are working with, this is the time to do that. There is a motion on the floor, with a second, to postpone conversation until the August committee meeting. Councilman Pollard asked about the asbestos in the building and City Manager Sykes stated the only place they found asbestos was above the roof that has to be torn off. After additional discussion, Councilwoman Willingham asked if it could be done without the tax payer bearing any burden. City Manager Sykes stated at \$2.5 million they found two funding sources. One is the GMA lease pool and it is a 10 year term at 3%. The USDA program is a 10 year term at 2.25%. If we were to go for a USDA loan for \$2.5 million for 10 years it is \$279,500 a year. If they borrow the money to do the renovation it is \$110,000. Both will be a loan and a bunch of options how we put that money in the budget for the next ten years. One option is to defer economic development funding which comes from utilities is \$45,000/year. Under the new construction option would leave us at \$235,000/year we would have to come up with. In terms of taxes the millage rate is currently 7.245 mils. It would have to go to 8.948 mils, an increase of 1.7 mils to get the extra \$235,000 a year and would have to keep in place for the next ten years. If they don't want to impose a property tax they could use a water/sewer rate adjustment. Based on current water/sewer rates it will be a 12.65% rate increase. Those are two options and there are other options we can talk about to fund the new construction. For the renovation borrowing that money instead of 8.94 mils it is 7.7 mils so a half-mil. A water/sewer rate increase would be 3.5% increase. He does not have a recommendation on how they do it and need to figure out what we want to do. Once they know how much they need they can come back with additional ideas on how to fund. Mayor Owens commented Steve made the exact point he was making. In asking him to develop off the top of his head what the final construction cost would it is a bit unfair not only to Steve but the process in general. He mentioned a few of the funding options and we have \$500,000 in the economic development fund that is doing nothing. When talking about debt service, we have \$45,000 (which is about \$4000/month) that comes out of our proprietary funds to feed the economic development fund, we have the \$500,000 already there that can be used for debt service, and the municipal trust. Some of that can only be used for energy generation but there is about half of it free to use any way you want and it is millions of dollars. In terms of debt service if we have to finance, it is doable. To Steve's point you have to have the conversation and have the stakeholders in the building. Councilman Campbell asked if the \$2.5 million included tearing

down/demolition of the Boys and Girls Club. City Manager Sykes stated it did and was approximately \$88,000. There being no further discussion, Mayor Owens stated the motion on the table was to postpone voting on the renovation of the Boys and Girls Club until August committee meeting and at that time have another discussion. Councilmembers if favor of postponing the vote for the Boys and Girls Club renovations: Campbell, Morgan, Twitty, and Pollard. Councilmembers not in favor of postponing the vote for the Boys and Girls Club renovations: Willingham and Palmer. The motion to postpone renovations for the Boys and Girls Club passed by a 4-2 vote.

RESOLUTION NO. 2021-07-19-3 – COMMITTEE MEETING CONDUCT FORMAT

City Attorney Coleman provided a resolution to Mayor and members of Council for committee meeting conduct format. He commented they are trying to do what has been done by tradition for many years. Mayor Owens stated they would take five minutes to review the resolution. Mayor Owens commented this is a standalone item and open for comments, debate, or discussion. Councilman Morgan stated since this is a rush decision he is already seeing items missing. There is no description on how committees will be established and they just recently finished discussion on adding more committees such as a public safety committee and it is not in the document. It seems a very rushed process and they need to wait and discuss at the August committee meeting. It is the direct result of rushing through their work, rushing through the people's time and money, and we have got to do better than that. [Councilwoman Willingham made comments which were inaudible but were related to joining together because of the Coronavirus.] Councilman Pollard stated they joined together because Steve thought it would be more conducive for them to join together to get more out of them and has nothing to do with Coronavirus. He thinks they are still being productive and getting things done together. What was on the table was about the time. If anyone is rushed to get out of there they should ask if they want to serve on the board because they were elected by the people to be their voice and advocate. If they are in a rush to get something done they may be at the wrong place any way. He thinks it needs to stay the same because they are more productive as one. The way he understands it the meetings were taking too long and it was because of time. Additional comments were made by Councilman Pollard and Councilwoman Willingham. Councilman Palmer made a motion to approve the resolution as presented. He made reference to Councilman Pollard's question and said this was done for 18 years so it is sad they didn't do anything for 18 years, according to what he said. Councilman Campbell stated he would second the motion. Mayor Owens stated there is a motion and a second to approve Resolution No. 2021-07-19-3 and asked for any discussion. Councilman Campbell stated at the Administrative Committee and at the Public Works Committee meetings they could discuss more and get more in depth and involved and the people are welcome to come. He thinks it is better the way they did it. Councilman Pollard commented they could pull the records and Public Works does not have a lot anyway and they are more productive when they get everyone's input. Mayor Owens asked for any further discussion. He stated as the world, this country, this state and this region are talking and debating about how they move forward, tonight in Camilla, Georgia they are having a debate about going backwards. He has been listening to the words: did this before, we use to do this, and that is the old way. It is important for the Council to know what they have done doing it the new way. It was this Council, with everyone sitting in the room, both committees, that everybody was able to add comments and their opinions. Doing it the new way when Corona-

RESOLUTION NO. 2021-07-19-3 – COMMITTEE MEETING CONDUCT FORMAT (cont.)

virus hit last year, in this room, this Council because they were all sitting together, were one of the first cities in this country that said we are not going to cut off your lights because you can't work because of the Coronavirus. They did that together with input from everybody. This Council together said that we are going to renovate Toombs Park because it had been in a way of disrepair for years, if not decades. By doing it the new way, everyone in this room, Administrative Committee and Public Works Committee, came together and we got it done. They are ready to talk about the Boys and Girls Club next month. It happened because all of them sitting together in this room talked about it and authorized the City Manager to look at bids. They did that doing it the new way. We said the children of his town could use some free WiFi. With three different locations they did it where they could expand it to eight. Everyone sitting in the room was able to weigh in and give their opinions and today the children of Camilla can go to The Depot, Toombs Park, and the Boys and Girls Club and get free WiFi. They did it the new way. Marietta Street, looking like the surface of the moon for years, but everybody sitting in this room got together and gave their opinion and got the road paved, doing it the new way. Sidewalks have been breaking up for years but the seven folks in this room got together and directed the City Manager to get someone down here to fix it. They got it done doing it the new way. For the first time in decades we are about ready to put some new gateway signs so when people come to Camilla, Georgia they don't have to put their glasses on to see if they made it to the city limits. They made that decision because they decided to do it the new way. As the world and country was debating about police and community relationships and how to move forward, this Council, these seven members got together and directed the City Manager we were going to do some 21st century policing training. Not only did we do the 21st century policing training, we did it for the police department, the Council, and presented it for the community. Everyone was sitting at the table doing it the new way. For the first time in 10 years the position and pay plan, how we pay our people, this Council got together, both Administrative and Public Works Committees, and said City Manager they are supposed to be the one approving the pay plan and haven't done that in a while. We asked him to bring to us so we can have a look at it. What happened? A third of the City's employees ended up getting raises because the elected officials in one room talked to each other and got it worked out and directed the City Manager to do it and he did. A third of our city employees, because we did it the new way. For the first time in a decade the City Council passed an Ethics Board resolution. In ten years the Board was never formed but last year, because everybody in this room got together, they directed the city manager to put the administrative pieces in place and today we have an Ethics Board in the City of Camilla doing it the new way. In closing, all of this was done in the middle of a global pandemic. This is what happens when we have more collaboration and more conversation, they get a lot of stuff done. He thinks it is important they discuss how they do business and create policy in this town. But they need to have the discussion first. Councilwoman Willingham commented she appreciated all he said and knows where he is coming from and made a valid point. Sometimes they do need to be together and the point she is correcting him on is they didn't just do things before last year. They done some things when they were not together and came together and made decisions. Maybe it is best they talk to each other and he says the new way like they didn't do anything until now. But they have been doing things in the past and maybe doing individually and then came together. She sees his point and he has a point and she has a point. But do not sit there and say they did not do anything until last year. She begs to differ in they have done things

RESOLUTION NO. 2021-07-19-3 – COMMITTEE MEETING CONDUCT FORMAT (cont.)

here before they met together but just doing it differently and as he said it may be better idea that everyone is together. That is her point and is a valid point. She asked him to not sit here and talk to them like they didn't do anything until all of them got together. It was the way they were doing and thought it was best. Sometimes what you think is best may not be best but Camilla was striving and maybe they didn't have the biggest sign, but they had signs. Mayor Owens thanked her for comments and stated everyone needs to understand he has a tremendous amount of respect for his colleague. He wants to make sure the record is clear he does not recall saying Camilla didn't do anything. Councilwoman Willingham replied he just stated that everything was last year. Mayor Owens stated he wanted to make sure the record is straight and he named very specific things and did not say everything. He named very specific projects. Councilwoman Willingham stated they were able to do some things separate and as he said maybe it is good they come together with each other. Mayor Owens commented what he was speaking to so everyone is clear, part of the motion or discussion as to how we got here was about productivity. He was illustrating we have been productive. Councilwoman Willingham stated her point is they haven't just started being productive and understands sometimes it is good to talk to other people. As Councilman Pollard said they may not have that much to do but are glad to entertain the Administrative Committee and make their point because sometimes they don't have anything. Councilman Palmer stated he is offended by the Mayor's comments because he said they have done nothing in the Council and this city for 18 years and is pretty much what he said. Mayor Owens asked him if he was quoting him or making an opinion. Councilman Palmer stated he is offended by his comments. Mayor Owens replied he can appreciate him being offended by his comments but wants to make sure if he is quoting him or making an opinion. Councilman Palmer stated he is offended by his comments and Mayor Owens replied that is fair just as long as he is not quoting him because that is not what he said. But he can respect him being offended but wants to make sure everyone in the room understands there is nothing in the room discussed that is personal. It is unfortunate if you do but he can't do anything about that or feelings. Councilman Campbell commented that is his [Mayor Owens] opinion that nothing happened before then. Mayor Owens asked where the quote is and can someone read it back to him where he said nothing was done in this town. Councilman Campbell stated a lot of things have been done this year they worked on for many years and they will still work together. The way they meet will be a little different and it is up to the City Council and time to vote. Councilman Palmer asked for the question to be called and Mayor Owens stated the discussion period was still open. Mayor Owens stated he wanted to make sure everyone is clear the motion on the table is to change the current format back to the old format. What he is expressing to the Council is that what we are doing is working. If there needs to be another conversation then that is what they have the committee meetings for. But changing the format completely reducing six people in the room down to three and is Councilman Pollard's point, if it passes, the Administrative Committee is not going to have an opportunity to hear Councilman Morgan's point on 21st century policing. We were ahead of this game while the rest of the stuff was going on around this country. But the Administrative Committee would have never heard that and some of the items on here is based on that fact. Last week he said the DDA map should be outline for the alcohol ordinance. Councilman Twitty pointed out a lot of stuff is going on at The Depot and might want to include that and we did. Councilman Palmer stated it does not say you cannot come to any, all, or none of the meetings and does not say that and what he [the Mayor] is saying is not correct.

RESOLUTION NO. 2021-07-19-3 – COMMITTEE MEETING CONDUCT FORMAT (cont.)

You can come to any meeting you want to. Mayor Owens stated he would sit up there for a couple of minutes and let folks put words in his mouth but when you start using words like that is incorrect it is time to increase the volume. The way he reads the resolution is that it is a public meeting but if the Administrative Committee is discussing something a member of the Public Works Committee cannot comment. Councilman Pollard commented they do not even have a seat at the table. Councilman Palmer stated if you are recognized you can comment. Mayor Owens stated there is nothing in there and Councilman Palmer asked for legal clarification. City Attorney Coleman stated the rules of each committee will be established by the committee and if they want to can let people speak. Mayor Owens stated if the idea is we are going to let people speak it is the same meeting. He does not understand it and thinks if this is something that needs to be talked about it should be at a committee meeting. If they need to draw broader strokes they will. Councilman Pollard stated he likes to work as a collective body because they get things done as one. He asked the Council to remember Steve is appointed by them and works for them. They don't work for him and it is up to him [city manager] to carry out what they bring to the legislative body and to stop relying on the city manager to bring everything to the table. And for his input to say if he is going to move in that direction. City Manager Sykes stated he did not understand that comment. Councilman Pollard stated they should come to the table as one and talk about things. Mayor Owens stated the motion is to change the current format to go back to the previous split format. His last comment is they are doing good work in the middle of a global pandemic. If they need to make adjustments and have conversations they can do that. Councilmembers voting in favor of the committee meeting conduct format resolution: Campbell, Willingham, and Palmer. Councilmembers voting against the resolution: Morgan, Twitty, and Pollard. With a tie vote Mayor Owens stated per the charter with a tie vote the Mayor breaks the tie and he votes no. The motion failed.

Councilman Twitty asked to have a discussion of this. He also stated someone mentioned time and it was sort of derogatory in saying if you didn't have the time you shouldn't be here. There are times when someone who has a business has to be at a business, especially when he is a one man or two man job. Someone has to be there and there are times when he has to leave. But he always tells the Mayor ahead of time that he has something going on and will do so in the future. But he doesn't like being told he doesn't need to be here because he doesn't have time to be here. He will certainly hope they can discuss and do things on a quicker pace but he will be here for what is important and if he has to be away he will be. Councilman Pollard commented we make accommodations for those things and as a full time worker understands his point. Mayor Owens stated he appreciates the conversation and asked Steve for the August meeting to make sure it is on the agenda. He is sure we can come up with some ways to discuss to see if there are ways to keep our same efficiency and productivity while at the same time limiting some things. He thinks it is definitely worth the conversation and will be talked about in August.

CITY MANAGER'S REPORT

City Manager Sykes stated his manager's report is in their packet and has nothing to highlight.

MAYOR'S COMMENTS

To the Council and public, as he has said before and will continue to say, around the table are awesome public servants. Everything discussed in the room, he would hope, is not taken in a personal way. The reality is everyone in the room that is elected is responsible for fighting for the folks they represent and that has to stay at the forefront always and within our policy. As was mentioned at the committee meeting last week we had the 4th of July holiday and celebration and our community came together and he looks forward to more opportunities like that. To the community and for us let's just keep moving forward.

Councilwoman Willingham asked for an update on the virus numbers. Mayor Owens stated Steve has been diligent in sending out daily updates. They had a slight uptick last week but now are back down and called on Steve. City Manager Sykes stated three weeks ago there were zero new positive cases in Mitchell County, two weeks ago six positive cases, and this past week ending Thursday there were nine new cases. We are currently seeing an upward trend in Mitchell County. The Department of Public Health use to give daily updates and now they no longer update Saturday, Sunday, or holidays. Typically the first of the week they will have three days' worth of numbers come in and will still need to be looked at on a weekly basis. Councilwoman Willingham asked if the Health Department could attend a meeting and give an update and what age groups they are concerned about. Mayor Owens reminded the public to follow CDC and DPH guidelines and by next committee or council we will have DPH attend.

ADJOURNMENT

On motion by Councilman Morgan, seconded by Councilwoman Willingham, the meeting adjourned at 8:10 p.m.

KELVIN M. OWENS, MAYOR

ATTEST: CHERYL FORD, CL

SIGN-IN SHEET

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CITY OF CAMILLA ORDINANCE NO. 2021-07-19-1 ADOPTING ORDINANCE

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF CAMILLA, GEORGIA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

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

Section 1. The ordinances attached hereto entitled "The Code of the City of Camilla, Georgia," are adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before July 19, 2021, and not included in the Code or recognized and continued in force by reference therein, are repealed.

<u>Section 3.</u> The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine not to exceed \$1,000.00 or imprisonment for a term not exceeding 180 days. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances injunctive relief and revocation of licenses or permits.

<u>Section 5.</u> Additions or amendments to the Code when passed in such form as to indicate the intention to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

<u>Section 6.</u> Ordinances adopted after July 19, 2021, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall become effective upon adoption.

SO ORDAINED, this 19th day of JULY, 2021

CITY OF CAMILLA

Bv:

Mayor, Kelvin Owens

Attest:

Clerk, Cheryl Ford

First Reading:

June 14, 2021 July 19, 2021

Second Reading:

CITY OF CAMILLA RESOLUTION NO. 2021-07-19-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMILLA, GEORGIA ESTABLISHING AND ADOPTING A MASTER FEE SCHEDULE FOR FEES AND CHARGES OF MUNICIPAL SERVICES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Camilla has the authority to establish fees and charges for City services; and

WHEREAS, the City finds it necessary to recover the costs of providing certain City services and said fees and charges do not exceed the reasonable costs of providing the services for which fees are imposed; and

WHEREAS, the proposed Master Fee Schedule will supersede any previously adopted or established fees or charges for specified City services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Camilla, Georgia, as follows:

<u>Section 1</u>. That a new Master Fee Schedule, the same hereby is established, be adopted by the City of Camilla. A true copy of the Master Fee Schedule is attached hereto as Exhibit A and made a part hereof for all purposes, the same as if fully copied herein.

<u>Section 2</u>. Each fee or service charge set forth in this Resolution shall be charged until further resolution of this Council.

<u>Section 3</u>. The fees and charges shown in Exhibit A, attached hereto and incorporated herein by reference, shall be in force and effect July 19, 2021.

Approved and Adopted this 19th day of July, 2021.

Kelvin M. Owens, Mayor

Cheryl Ford, Clerk

	Adoption Date:	July 19, 2021
Code section	Description of Tax, Rate or Fee	Tax, Rate or Fee
Title 3 - Finance and Taxation		
Chapter 2 - Taxation and Revenue		
Article B - Property Taxes		
Section 3-2-1 (g)	Penalty on amounts due for delinquent taxes, fees and	12% of the principal amount
	other revenue	due
	Fi Fas	\$9.00 Each
	Collection costs (Real Property)	\$50.00 per year
	Collection costs (Personal Property)	\$25.00 per year
	Interest on amounts due for delinquent taxes, fees and other revenue	Maximum rate allowed by law; Minimum charge \$10.00
Section 3-2-14(a)	Penalties and interest on delinquent taxes	3% above the federal prime rate
Section 3-2-14(b)	Penalties on delinquent taxes not paid within 120 days	5% of the amount of the tax due; penalty increases by 5% every 120 days; maximum penalty is 20% of the principal amount due
Article C - Alcoholic Beverage Taxes		
Section 3-2-21 (a)	Excise Taxes on Malt Beverages (wholesale)	\$.05 per 12 ounce container on any portion thereof.
		\$6.00 per container sold containing not more than 15 1/2 gallons and at a like rate for fractional parts.
Section 3-2-21 (b)	Excise tax on wine (wholesale)	\$.22 per wine gallon and in similar porportion for bottles and containers for various sizes
Section 3-2-21 (c)	Excise tax on distilled spirits (wholesale)	\$.22 per liter on all distilled spirits
Section 3-2-22 (a)	Privilege and License tax; retail malt beverage by the package	\$550.00
	Privilege and License tax; retail sale of malt beverage for consumption on the premises	\$550.00
Section 3-2-22 (b)	Privilege and license tax; retail wine dealer for the sale of wine by the package	\$800.00
	Privilege and license tax; retail wine dealer for the sale of wine for consumption on the premises	\$800.00
Section 3-2-22 (c)	Initial license tax; retail malt beverages or wine	\$250.00
Section 3-2-23	Wholesale dealer; malt beverage privilege license tax	\$50.00
	Wholesale dealer; wine privilege license tax	\$50.00
Section 3-2-24(a)	Privilege and license tax; retail sales of distilled spirits for consumption on the premises	\$1,500.00
Section 3-2-24(b)	Privilege and license tax; initial license tax for selling distilled spirits	\$250.00

Article E - E911 Prepaid Wireless Service Charges		
Section 3-2-34	Occupational License Tax; 3% of the recurring local service revenues	3% of local service revenues received by such company from subscribers located within the city
Section 3-2-50	Prepaid wireless E911 Charge; upon every prepaid wireless retail transaction of the public service answering point.	\$1.50
Title 4 - Public Safety		
Chapter 3 - Animal Control		
Article B - Animal Control		
Section 4-3-13	Dead animals-Removal from public right of way	Cost of removal/disposal
Article D - Impoundment of Animals		
Section 4-3-41	Reclamation of impounded animals; impoundment fe	\$25.00 - additional fees may be fixed by the council
Article G - Classification of Dogs as Dangerous or Vic	ious	
Section 4-3-84	Annual certificates of registration for dangerous or vicious dogs	\$100.00
Title 5 - Public Works		
Chapter 3 - Solid Waste Collection & Disposal		
Article A - General Provisions		
Section 5-3-7	Fees; classification of establishments	See Solid Waste Fee table
Chapter 4 - Cemeteries		
Cemetery Lots	Cost of 5x10 space	\$150.00
Interment fees	Cost of interment if lots purchased after 6/11/18	\$25.00
Title 6 - Municipal Utilities		
Chapter 1 - General Provisions		
Section 6-1-3 - Service Charge	Account Setup service charge-Residential	\$25.00
	Account Setup charge-Commercial and Industrial;	
	includes Temporary/Permanent Service	\$40.00
Section 6-1-3.1 Utility Deposits	Residential - Gas	\$20.00
	Residential - Electric	\$50.00
	Residential - Water	\$10.00
	Commercial & Industrial	2X estimated monthly utility charges
Section 6-1-4 Disconnection of utility service; reconnection; late charge	Late charge	\$10.00
Sec. 6-1-9 Charges, fees and rates for utility service	Water Rates	See Water/Sewer Rate Table
	Sewer Rates	See Water/Sewer Rate Table
	Electric rates	See Electric Rate Table
	Gas rates	See Natural Gas Rate Table
	Sales tax	8%
	Penalty for late payment	10%
Chapter 2 Water Supply and Distribution		
Sec. 6-2-2 Water tap charges	Charge for water tap	See Tap Fee table
Chapter 3 Sewers & Sewage Disposal		
Article D. Fees & Charges		
Sec. 6-3-62 Surcharges		See Water/Sewer Rate Table

Chapter 5 - Stormwater Utilities		
Sec. 6-5-9 Stormwater user fee charge rates	per equivalent residential unit	\$4.00
Title 8 - Planning & Development		
Chapter 2 Technical Codes		
Section 8-2-1 (d)	Building permit fees	See Planning & Zoning Fee Table
Chapter 9 - Tree Protection		
Sec. 8-9-3 Procedure for land clearing or land dis	sturbance permits	
	Regulatory processing fee	\$15.00
Sec. 8-9-8 Variances	Application fee	\$75.00
Sec. 8-9-12-Civil Penalty	Unnecessary tree removal	\$500.00
Chapter 10 Wetland protection		
Sec. 8-10-4 Local Development permits		
	Filing Fee	up to the larger of \$500.00 or \$100.00 per acre
Chapter 11 - Groundwater protection		
Sec. 8-11-6 - Administration and enforcement procedures	Filing fees	up to the larger of \$100.00 per acre
Title 9 - Licensing & Regulation		
Chapter 1 - Occupational taxes and Regulatory fees		
Sec.9-1-8 Occupation Tax Levied	Number of employees	
	1	\$40.00
	2 to 5	\$60.00
	6 to 10	\$90.00
	11 to 20	\$140.00
	21 to 50	\$215.00
	51 to 100	\$315.00
	101 to 200	\$465.00
	201 to 300	\$565.00
	301 to 400	\$665.00
	501 to 1000	\$765.00
	1,001 to 2,000	\$1,765.00
	2,001 to 3,000	\$3,765.00
Administration fee	Administration fee	\$25.00
Sec. 9-2-9 Permits for alcoholic beverage handlers	Application fee	\$40.00
Sec. 9-1-13 - Same-Election for certain professions	Practitioner fee	\$80.00

Sec. 9-9-16 Regulatory Fee	Peddlers	\$245.00
	Carnivals/Circus	\$245.00
	Lawn Care	\$80.00
	Pawn Brokers	\$125.00
	Burglar and Fire Alarms	\$125.00
	Billiard and Pool Rooms (per game table)	\$140.00
	Game Rooms (per game table)	\$140.00
	Game Machines (per game machines)	\$140.00
	Auctions	\$200.00
	Flea Markets/Junk Dealers	\$200.00
	Daycare	\$80.00
	Residential Rentals/Apartments (more than 10 units)	\$150.00
Chapter 2 - Alcoholic Beverages		
Sec. 9-2-2 License Required; revocation and	5	
suspension	Reinstatement fee -First offense	up to \$750.00
	Reinstatement fee -Second offense	Between \$750.00 and \$1,500.00
	Reinstatement fee - Third offense	between \$1,500 and \$3,000
Sec. 9-2-9 - Permits for alcoholic beverage handlers	Application fee	\$40.00
	Reinstatement fee-first offense	\$50.00
	Reinstatement fee-second offence	\$100.00
Sec. 9-2-17 Temporary permit for chartiable organizations	Application fee	no charge
Chapter 3 - Miscellaneous Regulations		
Article ACanvassers and Solicitors	permit fee	\$10.00
	additional copies	.50 each
Article F - Other Regulations		
Sec. 9-3-91 Auctioneers	License and application fee	\$15.00 per day
Sec. 9-3-92. Circuses, carnivals and public exhibitions		\$245.00
Sec 9-3-35 - Peddlers		\$245.00
	Holiday sales -30 day license	\$50.00
Not for profit/non-profit organizations	no charge if proof of status shown	
Sec 9-3-99 Yard Sales	Yard Sale permit	No charge; limit 2 per year
Sec 9-3-101 Palm readers and fortune tellers	Annual license fee	\$125.00
Sec 9-3-103 - License fees and taxes for insurance con		7.110.00
(a) annual license fees	located within city limits	\$50.00
(b) annual license fee for insurance companies at other		\$17.50 per location
(c) Annual license fees for independent insurance age		\$50.00 per year
(d) Gross direct premiums tax on life insurance compa		1%
(e) Gross premiums tax, all other insurers		2.50%
Sec 9-3-104.2 Tax on rooms, lodging and accommoda	tions	5%
Sec 9-3-104-7 - Deficiency determinations		370
(b) interest on deficiency		1% per month
Sec. 9-3-106 - Due compensation for telephone		170 per month
	Franchise fees	3%
city.		

Article G - Temporary Consumer Fireworks Retail Sal	es Stands Operators' Licenses	
Sec 9-3-121 - License required	License fee per location	\$500.00
Chapter 4 - Utility Accomodation Policy		
Article C - Construction Permits		
Sec 9-4-23 - Permit Fees		\$500.00
Title 10 - Motor Vehicles and Traffic		
Chapter 5 - Personal Transportation Vehicles	Annual Registration fee	\$15.00
Appendix A - Zoning		
Sec. 3.25 Wireless telecommunications facility siting regulations	e. Zoning Administrative review application fee	\$75.00
	j. Conditional Use permit application fee	\$75.00

City of Camilla Electric Rate Table/Tariff

Electric Tariff	-		
Residential Service			
Page	Effective Date	Revision	Page No.
1 of 1	Bills rendered for the month of March, 2015	20141229	1.00

APPLICABILITY:

For all domestic uses of a residential customer in a separately metered single family or multifamily dwelling unit.

TYPE OF SERVICE:

Power normally supplied under this rate shall be 115/230 volts, single phase, 60 hertz. Three-phase service may be furnished, where available.

Monthly Rate

,		
SUMMER-May through October billing		
Base Charge	\$	12.00
First 500 kWh	10.6 cents p	er kWh
Next 500 kWh	12.2 cents p	er kWh
Over 1000 kWh	13.6 cents p	er kWh
NON-SUMMER - November through April Billing		
Base Charge	\$	12.00
First 500 kWh	10.6 cents p	er kWh
Next 500 kWh	10.2 cents p	er kWh
Over 1000 kWh	9.6 cents p	er kWh

Minimum Monthly Bill: \$12.00

SENIOR CITIZEN DISCOUNT:

Customers of age 62 or greater shall have their base charge and minimum monthly bill reduced to \$7.00 per month.

MULTIPLE SERVICE:

Where two or more dwelling units are served through a common meter, the monthly Customer Charge will be increased by \$12.00 for each additional separate dwelling unit served. Multiple services under one meter must have prior approval from the City of Camilla Electric Department.

EXCESS FACILITIES CHARGE:

The City may assess charges to recover costs of additional facilities required to furnish service at the customer's location(s) under the provisions of the effective Excess Facilities Charge Rider.

REVENUE ADJUSTMENTS:

The amount calculated at the above rate is subject to increase or decrease under the provisions of the effective Revenue Adjustment Rider.

Small Power Service

Page	Effective Date	Revision	Page No.
1 of 1	Bills rendered for the month of March, 2015	20141229	2.00

APPLICABILITY:

This rate is applicable to all non-residential customers where maximum monthly energy consumption isor is expected to be less than 3,000 kilowatthours, and where the maximum monthly demand would be less than 30 kilowatts. At the sole option of the City of Camilla, certain customers with demands in excess of 30 kilowatts, but whose maximum demands are known to occur during off-peak hours, may be served under this rate schedule.

TYPE OF SERVICE:

Single or three-phase, sixty (60) hertz, at a standard voltage.

Monthly Rate

SUMMER-May through October billing		
Base Charge	\$	20.00
First 3,000 kWh	14.7 ce	ents per kWh
Over 3,000 kWh	13.7 ce	nts per kWh
NON-SUMMER - November through April Billing		
Base Charge	\$	20.00
First 3,000 kWh	12.7 ce	nts per kWh
Over 3,000 kWh	11.7 ce	nts per kWh

Minimum Monthly Bill: \$20.00

MULTIPLE SERVICE: .

Where two or more businesses are served through a common meter, the monthly Customer Charge will be increased by \$20.00 for each additional separate business served. Multiple services under one meter must have prior approval from the City of Camilla Electric Department.

EXCESS FACILITIES CHARGE:

The City may assess charges to recover costs of additional facilities required to furnish service at the customer's location(s) under the provisions of the effective Excess Facilities Charge Rider.

REVENUE ADJUSTMENTS:

The amount calculated at the above rate is subject to increase or decrease under the provisions of the effective Revenue Adjustment Rider.

Large Power Service

Page	Effective Date	Revision	Page No.
1 of 2	Bills rendered for the month of March, 2015	20141229	3.00

APPLICABILITY:

This rate is applicable to all commercial or industrial electric service which is delivered or compensated to one standard voltage and where one of the following criteria is met:

- Billing demand for the current month and the preceding 11 months is equal to or greater than
 kilowatts as defined in the Determination of Billing Demand section of this tariff.
- 2) Average monthly energy consumption is equal to or greater than 3,000 kilowatthours based on the most recent 12 months' data, where available.
- 3) In the event that average monthly energy consumption becomes permanently less than 3,000 kWh, the customer may switch to the appropriate tariff following 12 months of service on this rate.

TYPE OF SERVICE:

Demand Charge

Three -phase, sixty (60) hertz, at a standard voltage.

Monthly Rate:

Base Charge \$ 35.00

\$3.00 per kW of Billing Demand

All consumption (kWh) not greater than 200 hours times the billing demand:

 First 5,000 kWh
 13.4 cents per kWh

 Next 45,000 kWh
 12.4 cents per kWh

 Over 50,000 kWh
 11.4 cents per kWh

All consumption (kWh) in excess of 200 hours and not greater than 400 hours times the billing

demand 6.2 cents per kWh

All consumption (kWh) in excess of 400 hours times the billing demand 5.6 cents per kWh

Minimum Monthly Bill: Base charge plus \$8.00 per kW of billing demand.

Large Power Service (Continued)

Page		Effective Date	Revision	Page No.
	2 of 2	Bills rendered for the month of March, 2015	20141229	3.10

DETERMINATION OF BILLING DEMAND:

The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the billing months of July through October, the Billing Demand shall be the highest of:

- 1) The current actual demand, or,
- 2) Ninety-Five percent (95%) of the highest actual demand occurring in any previous applicable summer month (July through October), or,
- 3) Sixty percent (60%) of the highest actual demand occurring in any previous applicable winter month (November through June).

For the billing months of November through June, the Billing Demand shall be the greater of:

- 1) Ninety-Five percent (95%) of the highest summer month (July through October), or,
- 2) Sixty percent (60%) of the highest winter month (November through June), including the current month.

However, in no case shall the Billing Demand be less than the greatest of:

- 1) The contract minimum demand;
- 2) 50 percent of the contract capacity; or,
- 3) 10 kW.

REACTIVE DEMAND CHARGE:

Where there is an indication of a power factor of less than 95 percent lagging, the City may, at its option, install metering equipment to measure Reactive Demand. The Reactive Demand will be the highest 30-minute KVAR measured during the month. The Excess Reactive Demand will be the KVAR which is in excess of one-third of the measured actual kW in the current month. The City will bill excess KVAR at the rate of \$0.30 per excess KVAR.

EXCESS FACILITIES CHARGE:

The City may assess charges to recover costs of additional facilities required to furnish service at the customer's location(s) under the provisions of the effective Excess Facilities Charge Rider.

REVENUE ADJUSTMENTS:

The amount calculated at the above rate is subject to increase or decrease under the provisions of the effective Revenue Adjustment Rider.

Public School Service

Page	Effective Date	Revision	Page No.
1 of 1	Bills rendered for the month of March, 2015	20141229	4.00

APPLICABILITY:

This rate is applicable to all uses of the Mitchell County Public School System.

TYPE OF SERVICE:

Single or three-phase, sixty (60) hertz, at a standard voltage.

Monthly Rate:

Base Charge

\$ 35.00

Demand Charge

\$5.00 per kW of Billing Demand

Energy Charge

9.5 cents per kWh

Minimum Monthly Bill: \$35.00

DETERMINATION OF BILLING DEMAND:

The billing demand shall be based on the highest thirty-minute kW measur ement during the current month.

EXCESS FACILITIES CHARGE:

The City may assess charges to recover costs of additional facilities required to furnish service at the customer's location(s) under the provisions of the effective Excess Facilities Charge Rider.

REVENUE ADJUSTMENTS:

The amount calculated at the above rate is subject to increase or decrease under the provisions of the effective Revenue Adjustment Rider.

Security Lighting Service

Page	Effective Date	Revision	Page No.
1 of 2	Bills rendered for the month of March, 2015	20141229	5.00

AVAILABILITY:

To property owners where the low voltage distribution lines of the City are within five hundred (500) feet of the desired lighting location. Security lighting service may also be made available by residential or commercial landlords to their tenants in accordance with the contract terms herein.

APPLICABILITY:

To unmetered dusk-to-dawn electric service provided by high pressure sodium vapor luminaires supported by short brackets and mounted on either the City's existing wood poles or poles owned by the customer which conform to the City's specifications. Service may be used to illuminate public thoroughfares and/or private outdoor areas, including, but not limited to, roadways, parking lots and yards.

Monthly Rate per Fixture:

Lamp Wattage	Туре	Rate
175	Mercury Vapor	\$ 10.00
400	Mercury Vapor	\$ 16.00
150	High Pressure Sodium Vapor	\$ 10.00
250	High Pressure Sodium Vapor	\$ 16.00
400	High Pressure Sodium Vapor Flood	\$ 24.00
400	Metal Halide Flood	\$ 32.00
1,000	Metal Halide Flood	\$ 42.00

TERM OF CONTRACT:

The contract period shall be no less than three (3) years. The contract may be cancelled by either party with sixty (60) days written notice: however, should the customer cancel the contract during the first thirty-six (36) months, he shall pay to the City a sum equal to \$2.50 per luminaire per month for each month remaining in the original 36 month period.

Tenants wishing to contract for this service may be required to make a deposit of twenty-five (\$25.00) per lamp. Such deposit, if required, will be returned upon request at the end of the 36-month contract period.

Security Lighting Service (continued)

Page	Effective Date	Revision	Page No.
2 of 2	Bills rendered for the month of March, 2015	20141229	5.10

SPECIAL PROVISIONS:

- 1) The luminaire, bracket and control equipment shall be owned, operated and maintained by the City.
- When other than standard wood poles are desired by the customer, he shall install, own and maintain such poles.
- 3) In the situation where the installation of a lighting fixture at the location desired by the customer requires the setting of an additional wood pole or poles other than the City's existing distribution poles, the customer shall set, operate and maintain such poles. Alternatively, the City will set, operate and maintain the poles for an additional monthly charge of \$3.00 per pole.
- 4) Where the use of underground lighting service is desired by the customer, he shall install, operate and maintain the underground conductors and pole risers. Alternatively, the City will install such underground conductors and risers for an additional charge of \$0.15 per foot per month.
- 5) All lighting maintenance performed by the City will be accomplished as soon as it can be reasonably done following notification by the customer that service has been interrupted: however, such maintenance will be performed only during the City's regular working hours

EXCESS FACILITIES CHARGE:

The City may assess charges to recover costs of additional facilities required to furnish service at the customer's location(s) under the provisions of the effective Excess Facilities Charge Rider.

REVENUE ADJUSTMENTS:

Do not apply to this rate schedule.

HP-1 Service (Special Rate)

Page	Effective Date	Revision	Page No.
1 of 2	Bills rendered for the month of March, 2015	20150116	6.00

AVAILABILITY:

Service under this rate schedule is available only at the delivery point of the qualifying retail customer served and metered by the City of Camilla (the City), and is not available for resale service to any other customer.

APPLICABILITY:

This rate schedule applies to specifically identified, non-residential retail customers of the City that demonstrate a minimum demand of 5,000 kW. Service may be delivered at more than one metering point and compensated to that voltage. The City reserves the exclusive right to determine the applicability of this rate to any retail customer. Service under this rate schedule may be terminated and transferred to the applicable rate schedule if the character of service does not meet the criteria he rein. Use of this rate in conjunction with any other rate or pricing method shall be at the sole discretion of the City.

TYPE OF SERVICE:

Three phase, 60 hertz, at a standard voltage.

Monthly Rate:

Base Charge \$ 350.00

Distribution Charge \$0.003 per kWh

\$3.00 per kW

Transmission Demand Charge of Transmission Billing Demand (TBD). The \$ per kilowatt (kW) will be updated periodically to

reflect wholesale cost changes.

Energy Charge:

The monthly energy charge shall be the sum of all applicable hourly energy charges occurring during the billing period. The applicable hourly energy charges shall be product of the customer's energy consumption measured in kWh in each hour of the billing period and the applicable hourly market energy rate in \$/kWh for the corresponding hour, as posted on the MEAG_ Power internet web site. The City may, at its option, allocate contract power to supply the customer's needs in an effort to control the capacity needs and costs incurred by the City and customer. The usage that is applicable to the contracts will be billed based on the contract cost instead of the hourly market price and usage exceeding or short of the contract energy will be transacted at the hourly market price. The hourly market energy transaction prices will normally be updated twenty (20) minutes before each hour on the MEAG system Control and Data Acquisition (SCADA) system, available to the customer via the MEAG Power internet web site.

HP-1 Service (Special Rate) (Continued)

Page	Effective Date	Revision	Page No.
2 of 2	Bills rendered for the month of March, 2015	20150116	6.10

YEAR-END ADJUSTMENT:

At its sole discretion the City may issue a billing adjustment to the customer to reflect changes in its wholesale costs for the prior annual period as may be determined by MEAG. Such adjustments may appear as a credit or an additional charge to the customer in the monthly bill immediately following the City's receipt of the adjustment

DETERMINATION OF TRANSMISSION BILLING DEMAND (TBD):

The TBD shall be the customer's measured demand in kW coincident with the MEAG system peak demand occurring in the applicable billing month. The determination of the TBD may be modified each calendar year as necessary to reflect any associated changes in the MEAG Annual System Budgets.

REACTIVE DEMAND CHARGE:

Where there is an indication of a power factor of less than 95 percent lagging, the City may, at its option, inst al metering equipment to measure Reactive Demand. The Reactive Demand will be the highest 30-minute kvar measured during the month. The Excess Reactive Demand will be the kvar which is in excess of one-third of th measured actual kW in the current month. The City will bill excess kvar at the rate of \$0.30 per excess kvar.

EXCESS FACILITIES CHARGE:

The City may assess charges to recover costs of additional facilities required to furnish service at the customer's location(s) under the provisions of the effective Excess Facilities Charge Rider.

TOTAL MONTHLY BILL:

The total monthly bill under this rate schedule shall be the sum of the following charges: Customer, Distribution, Transmission Demand, Energy, Facilities, applicable Excess Reactive Demand, applicable adjustments, and applicable fees and taxes.

PERIODIC REVIEW:

This rate schedule is subject to periodic review and adjustment as deemed appropriate by the City, based upon changes in its billing arrangement with MEAG and other power suppliers.

Riders and Adjustments

Page	Effective Date	Revision	Page No.
1 of 1	Bills rendered for the month of March, 2015	20141229	7.00

REVENUE ADJUSTMENT RIDER:

The monthly revenue adjustment in cents per kWh shall represent the difference between total electric department costs (including wholesale power, distribution system operation & maintenance, administrative charges and transfers to the general fund of the City) and total electric department revenues (including sales of electricity and other operating receipts) divided by the total kilowatt-hours sold to customer served under tariff subject to such revenue adjustment. The monthly adjustment may be levelized to reduce the amount of variance.

The adjustment may be sub-categorized to detail items such as environmental compliance costs. Special rates ma incorporate applicable adjustments in manner consistent with their individual rate methodology.

Applicable Tariffs: Residential, Small Power, Large Power, Public Schools and Industrial.

EXCESS FACILITIES CHARGE RIDER:

Should the customer require or request facilities beyond those reasonably required to provide standard electric service, separate facilities charges may be added to the monthly rate. Such facilities charges may, at the option of the customer, be paid in full as a one-time charge at the time of installation or be paid in equal monthly installments based on the installed cost of excess facilities times 1.20%. If the latter option is chosen, the City may, in turn, require a contract with the customer. In either case, the excess facilities will continue to be owned, operated and maintained by the City.

Applicable Tariffs: All.

City of	Camilla Natural	Gas Rate Table
CILV DI	Callilla Natural	

Effective Date	Natural Gas Schedule	April 1, 2006
	Residential and Commercial	
Base Rate All Gas Consumption Plus City Distribution Fee		\$6.50 Wholesale Cost per MCF \$4.00 per MCF
	Industrial Firm Rates (50MCF per day or 1500 MCF per month for customers)	
	(Solver per day or 1500 Wer per month for customers)	
Base Rate All Gas Consumption Plus City Distribution Fee		\$11.50 Wholesale Cost per MCF \$1.50 per MCF
	Industrial Interruptable Rate	

Negotiated Rate - Rate shall be negotiated with each customer and implemented after approval of the City Council. All rates based on wholesale cost plus distribution fee.

Seasonal Rate

Negotiated Rate - Rate shall be negotiated with each customer and implemented after approval of the City Council. Based on wholesale cost plus distribution fee.

Building Permit Fee Table			Amount	
Plumbing Permit fees				
	* New Installation (per fixture)		\$	10.00
	Water Heaters		\$	5.00
	Remodeling and replacement ((per fixture)	\$	5.00
	*Inspection Fee (3)		\$	45.00
	Additional inspections		\$	25.00
Electrical Permit Fees				
	Change Out Services		\$	50.00
	New Services		\$	100.00
	Inspection fee (3)		\$	45.00
	Additional Inspections		\$	25.00
HVAC Permit Fees			+	
	New Unit		\$	100.00
	Change out		\$	35.00
	Inspection fee (2)		\$	25.00
	Additional inspections		\$	25.00
Moving Structures			\$	100.00
Demolition Fee			\$	100.00
Fence Permit (over 7 feet)			\$	25.00
Site Plan Fee			\$	25.00
Shingle Inspection			\$	15.00
Portable Utility Sheds (10x10 o	or larger)		\$	25.00
		less than 10x10	no charge	
			See Building	permit
Screened rooms/additions			fees below	
Roof inspections			\$	15.00
Windows inspection fee			\$	25.00
Siding		-if new	\$	25.00
		if replacement	no charge	
Gutters		installed new-inspection fee	\$	25.00
		if replaced	no charge	

Building Permit fees		1	
			additional charge per
			\$1,000 over Base
Total Project Valuation	Base Cost Covered	Base Fee	Cost
\$0-\$1,999.00	0-\$1,999	\$25.00	\$0.00
\$2,000 -\$15,000	\$2,000	\$30.00	\$6.00
\$15,001-\$49,999	\$15,000	\$108.00	\$6.50
\$50,000-\$99,999	\$50,000	\$342.00	\$5.00
\$100,000-\$499,999	\$100,000	\$590.00	\$4.25
\$500,000 and up	\$500,000	\$2,290.00	\$1.25

Garbage and Trash Collection Fees

The monthly fees for garbage and trash collection by the City of Camilla will be as follows:

Residential (one pickup per week)	\$18.00
Commerical Rollaway (one pickup per week)	\$20.00

Dumpsters (size of container and number of pickups per week):

	1 Day Wk		2 Day Wk		3 Day Wk		4 Day Wk		5 Day Wk	
2 yd container	\$	24.76	\$	49.53	\$	74.28				
4 Yd Container	\$	46.10	\$	91.20	\$	136.30	\$	181.40	\$	226.50
6 Yd Container	\$	68.10	\$	135.20	\$	202.30	\$	269.40	\$	336.50
8 Yd Container	\$	91.20	\$	181.40	\$	271.60	\$	361.80	\$	452.00

There shall also be an additional fee of \$3.00 per month to residential and \$5.00 per month to commercial customers within the limits of the City for weekly pickup of yard waste such as brush, limbs, leaves and grass trimmings.

City of Camilla Stormwater Rate Table

Effective date		December 13, 2010
	Stormwater user fee charge rates	
Stormwater Rate		\$4.00 per billing unit (ERU)

Calculation of user fee charges. The periodic stormwater user fee charges imposed on all developed properties shall be calculated by multiplying the stormwater user fee billing rate (per ERU) times the number of ERUs for each customer account. The number of ERUs that will be utilized to calculate the user fee charge for each customer account shall be in general accordance with the following:

SFR customer class: Each SFR customer account shall be charged 1.0 ERU per month unless one of the conditions outlined below applies.

If two customer accounts are assigned to a SFR property (i.e. a duplex) then each customer account on that parcel will be charged 0.5 ERU per month for billing purposes.

NSFR customer class: Each NSFR customer shall be charged 1.0 ERU for each 3,360 square feet, or increment thereof, of impervious surface located on the property to establish the total number of ERUs for billing. Fractional ERUs will be rounded to one decimal place to establish the number of ERUs for billing each month.

Undeveloped land customer class: Undeveloped land shall be assigned 0 ERUs and will not receive a stormwater user fee bill.

Stormwater user fee charges shall be billed on the customer's monthly public utility bill (except as stipulated below) starting with the first billing cycle in January 2011 as provided in this chapter.

Customers that do not receive a monthly public utility bill from the city shall be billed for stormwater services via another method and frequency established by the city.

The city reserves the right to charge the property owner for the total impervious surface for residential customer accounts that are part of a larger common development such as multifamily complexes.

City of Camilla Tap Fee Table

Water Service and Fees (taps)

A. Water Taps-Single

(1) Within the City

3/4" connection \$200.00 1" connection \$300.00

Over 1" in diameter or over 50 ft in length

Cost of Installation

(2) Outside the City Limits

3/4" connection \$500.00 1" connection \$600.00

Over 1" in diameter or over 50 ft in length

Cost of installation plus \$500.00

B. Water Taps - Multiple

(1) Within the City

3/4" connection - same as single family fee, except where the developer installs all lines, the City will furnish the water meters and meter boxes to the developer for his installation; the fee will be \$60.00 per unit.

(2) Outside the City Limits

All pipes and materials to be installed by the developer at the City's specifications; 3/4" services will be \$500.00 for first unit; \$150.00 for each unit thereafter.

C. All taps within the City Limits will be made to the customer's property line as per City specifications.

Sewer Services and Fees (Taps)

(1) Residential

Single \$200.00

Multiple \$300 for first tap

\$100.00 per sewer added

(2) Commercial

Single \$300.00

Multiple \$300 for first tap \$100.00 per sewer added

\$100.00 per sewer added

(3) Outside the City Limits All taps each \$500.00

(4) City sewer department will make **one main tap only** for multiple units. The developer will make all additional taps to meet City specifications.

(5) All taps within the City limits will be made available to the customer's property line as per City specifications.

Natural Gas Service and Fees (Taps)

a. Where service has been run to a proposed meter location

\$100.00

b. Where service has not been established at proposed meter location

\$150.00

c. Over 1" connection or over 50 feet in length

Above cost plus additional cost of installation

d. The total fees for inspection at one (1) location shall be \$25.00 for new gas construction or additions. The person to whom the permit is issued shall pay all fees. (Code 1970, Sec. 5-39)

Electrical Service and Fees

Above Ground

a. Single phase

No charge

put in a work order for the Electric Department

\$150.00

b. Three phase/200 ampc. Three phase/400 amp or larger

\$250.00

*Underground

a. Single phase

\$100.00 for first 50 ft; thereafter \$1.50 per foot

(plus any additional special customer requests)

b. Three Phase

\$150.00 for first 50 ft; thereafter \$2.00 per foot

c. Primary-Single phase

\$3.00 per foot

Three phase

\$9.00 per foot

Security Lights

its	
150 Watt HPS	\$65.00
250 Watt HPS Cobra	\$185.00
400 Watt HPS Cobra	\$185.00
250 Watt HPS Flood	\$300.00
400 Watt HPS Flood	\$300.00
1,000 Watt HPS Flood	\$360.00
30' Pole	\$85.00
40' Pole	\$170.00
Service Charge	\$10.00

^{*} Underground Measurement is done from pole to pole. See Electric Superintendent for Final Costs.

Effective July, 2009 (to be reflected on August, 2009 bill):

Effective July, 2009 (to be reflected off August, 2009 bill):	
Water Rate:	
First 2,000 gallons or less per month	\$ 10.0
Over 2,000 gallons per month (per 1,000 gallons)	\$ 1.8
Sewer Rate:	
First 2,000 gallons or less per month	\$ 10.0
Over 2,000 gallons per month (per 1,000 gallons) Maximum sewer charge	\$ 10.0 \$ 2.0 \$ 40.0
	Ş 40.0
Effective July, 2009 (to be reflected on August, 2009 bill):	
Water Rate: Outside City Limits	
First 2,000 gallons or less per month	\$ 16.5
Over 2,000 gallons per month (per 1,000 gallons)	\$ 2.0
, , ,	,
Sewer Rate:	
First 2,000 gallons or less per month	\$ 18.0
Over 2,000 gallons per month (per 1,000 gallons) Maximum sewer charge	\$ 18.0 \$ 2.1 \$ 48.1
Maxilluli sewel charge	\$ 46.1
The monthly rates which the City of Camilla shall charge its industrial customer contract customers will be as follows:	rs water or sewer excluding special
Water or Sewer Rate	
First 3,000 gallons or less per month	\$ 6.73
Over 3,000 gallons up to 300,000 gallons (per M gallon)	
Over 300,000 gallons up to 500,000 gallons (per M gallon)	\$ 0.6
Over 500,000 gallons up to 1,500,000 gallons per (M gallon)	\$ 0.60 \$ 0.60 \$ 0.50 \$ 0.50
Over 1,500,000 gallons (per M gal)	\$ 0.5
This rate schedule shall not affect the existing sewer surcharge of \$11.50 per m full force and effect.	onth per customer which shall remain in
Article D. Fees & Charges	
Sec. 6-3-62 (2) e.	
Commercial/Industrial Sewer Surcharges	
1. BOD (threshold 300mg/l)	
300-500 mg/l	\$0.04/lb of BO
Over 500 mg/l	\$0.06/lb of BO
2. Commanded Callida (Abour hall) 250 and (
 Suspended Solids (threshold 250mg/l 250-500 mg/l 	\$0.04/lb of S
Over 500 mg/l	\$0.04/1b of \$
	+0.55/18 61 5
3. Oil and grease (threshold 100mg/l)	
100-200 mg/l	\$0.04/lb of oil and greas
Over 200mg/l	\$0.08/lb of oil and greas

CITY OF CAMILLA, GEORGIA RESOLUTION NO. 2021-07-19-1

AUTHORIZATION TO ACCEPT GDOT CONTRACT FOR CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATION ACT (CRRSAA) FOR COSTS ASSOCIATED WITH OPERATIONAL EXPENSES AT THE CAMILLA-MITCHELL COUNTY AIRPORT.

WHEREAS, the Camilla-Mitchell County Airport will receive a contract from the Georgia Department of Transportation (GDOT) for Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) for 100% of reimbursement of eligible operational expenses in the amount of \$13,000.00; and

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Council of the City of Camilla authorizes Mayor Kelvin M. Owens and staff to sign such documents that may be necessary to complete this project and accept a contract from the GDOT for 100% of FAA funds.

Adopted this 19th day of July, 2021.

Mayor Kelvin M. Owens

SEAL

Councilman Bryant Campbell

Councilwoman Annie Doris Willingham

Councilman Corey B. Morgan

Councilman Vernon Twitty

Councilman Venterra Polland

Councilman W.D. Palmer III

ATTEST:

Cheryl Ford, Clerk

Attachment 3

AIRPORT OPERATING EXPENSES - BUDGET WORKSHEET

		ESTIMATED
ITEM	DESCRIPTION	COST/EXPENSE
1	UTILITIES	\$0.00
2	INSURANCE	\$0.00
3	GROUNDS REPAIRS & MAINTENANCE	\$0.00
4	VEHICLE/EQUIPMENT REPAIRS & MAINTENANCE	\$0.00
5	BUILDING REPAIRS & MAINTENANCE	\$0.00
6	COMPUTER/SOFTWARE MAINTENANCE	\$0.00
7	SUPPLIES/INVENTORY/MATERIALS	\$0.00
8	VEHICLE/EQUIPMENT RENTAL	\$0.00
9	AUTO FUEL	\$0.00
10	EMPLOYEE SALARY - FT/PT/OT	\$0.00
11	EMPLOYEE BENEFITS	\$0.00
12	TRAINING/EDUCATION	\$0.00
13	COMMUNICATIONS	\$0.00
14	TRAVEL	\$0.00
15	ACCOUNTING	\$0.00
16	LEGAL SERVICES	\$0.00
17	AVIATION FUEL	\$13,000.00
18	DUES/FEES/SUBSCRIPTIONS	\$0.00
19	LICENSES/CERTIFICATIONS	\$0.00
20	OTHER ELIGIBLE EXPENSES	\$0.00
21	ELIGIBLE CONTRACT TOWER EXPENSES	\$0.00
	TOTAL ESTIMATED COSTS*	\$13,000.00

^{*}Total estimated cost should equal the amount allocated to airport through CRRSAA

You may include costs/expenses incurred since January 20, 2020 plus future estimated costs/expenses

If your airport does not have a cost/expense for an item above, leave at \$0.00

AGREEMENT

FOR

THE CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT

BETWEEN

GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center 600 W. Peachtree St., NW Atlanta, GA

AND

CITY OF CAMILLA

PROJECT NUMBER: AP022-90CR-22(205) MITCHELL PID-T007645

THIS **AGREEMENT** entered into _______, (its "Effective Date"), by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Georgia, hereinafter called the "**DEPARTMENT**,"

and **CITY OF CAMILLA**, hereinafter called the "**SPONSOR**," which has been duly authorized to execute this AGREEMENT (collectively "PARTIES").

WHEREAS, on December 27, 2020, The Coronavirus Response and Relief Supplemental Appropriations Act ("CRRSA Act") (Public L. 116-260) was enacted through which \$1,510,648 in funding was allocated to the DEPARTMENT for formulaic distribution to eligible general aviation airport sponsors in Georgia through the Federal Aviation Administration's ("FAA's") Airport Coronavirus Response Grant Program ("ACRGP"); and

WHEREAS, the SPONSOR has applied through the DEPARTMENT to receive funding under the CRRSA Act ("ALLOCATION") through the submission of an ACRGP APPLICATION ("APPLICATION"); and

WHEREAS, through the submission of this APPLICATION, SPONSOR has accepted the terms of the FAA's ALLOCATION offer to utilize its funding in a manner that fully complies with the CRRSA Act, other federal laws and regulations, and applicable FAA program requirements; and

WHEREAS, the DEPARTMENT has relied upon SPONSOR'S representations in the APPLICATION to make the ALLOCATION available to the SPONSOR through a written AGREEMENT between the PARTIES; and

WHEREAS, pursuant to O.C.G.A. §§ 32-2-2 and 32-9-7, the DEPARTMENT is authorized to participate in such an undertaking; and,

NOW THEREFORE, for and in consideration of the mutual promises and covenants made, it is agreed by and between the DEPARTMENT and the SPONSOR that:

ARTICLE I ALLOCATION AND UTILIZATION

- 1. Purpose of Allocation. This ALLOCATION is made to SPONSOR through the ACRGP for the purpose of preventing, preparing for, and responding to the COVID-19 pandemic in the manner set forth herein. This AGREEMENT covers the obligations of the DEPARTMENT and the SPONSOR in connection with the CRRSA Act funds to the DEPARTMENT for operating assistance for federally obligated airports and the terms and conditions of this ALLOCATION. The SPONSOR shall use the ALLOCATION provided by the DEPARTMENT exclusively for the operation of SPONSOR'S publicly-owned public-use airport service. The ALLOCATION made pursuant to this AGREEMENT is in addition to any FAA funds that previously have been provided to the SPONSOR by the DEPARTMENT for Fiscal Years 2020 and 2021.
- 2. Allocation. SPONSOR shall receive an ALLOCATION through the ACRGP in an amount up to Thirteen Thousand and 00/100 dollars (\$13,000.00) to be utilized in the manner set forth in the EXHIBIT A, SPONSOR'S Airport Operating Expenses Budget, which is made a part of this AGREEMENT as if fully set out herein. This ALLOCATION is being provided at a 100% federal share for which no local match is required. No repayment of any or all of the ALLOCATION shall be required by the SPONSOR if the ALLOCATION is used in conformity with the CRRSA Act, other federal laws and regulations, applicable FAA program requirements, and the terms of this AGREEMENT.
- **3. Utilization.** All funds provided pursuant to this AGREEMENT shall be used exclusively by SPONSOR for maintaining safe and efficient airport operations as follows:
 - a. Such utilization shall include reimbursement of SPONSOR'S eligible operational and maintenance expenses incurred on or after January 20, 2020, which include costs related to airport operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport.
 - ALLOCATION funding may be utilized for debt service payments due from the SPONSOR on or after December 27, 2020.
 - c. As may be applicable under this AGREEMENT, the following special conditions shall apply to use of the SPONSOR'S ACRGP ALLOCATION:
 - i. Rolling Stock/Equipment:

- Equipment of Vehicle Replacement. The SPONSOR agrees that when funds provided by this ACRGP ALLOCATION, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
- Equipment Acquisition. The SPONSOR agrees that for any equipment acquired with funds provided by this ACRGP ALLOCATION, such equipment shall be used solely for purposes directly related to the airport.
- 3) Low Emission Systems. The SPONSOR agrees that vehicles and equipment acquired through with funds under this ACRGP ALLOCATION:
 - a) Will be maintained and used at the airport for which they were purchased;
 and,
 - b) Will not be transferred, relocated, or used at another airport without the advance written consent of the FAA.

The SPONSOR further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

ii. Utilities and Land:

- 1) Utilities Proration. For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable costs of utilities incurred by the SPONSOR to operate and maintain the airport(s) included in the ACRGP ALLOACTION must not exceed the percent attributable to the capital or operating costs of the airport.
- 2) Utility Relocation in ALLOCATION. The SPONSOR understands and agrees that:
 - a) The United States will not participate in the cost of any utility relocation unless and until the SPONSOR has submitted evidence satisfactory to the FAA that the SPONSOR is legally responsible for payment of such costs;
 - FAA participation is limited to those utilities located on-airport or offairport only where the SPONSOR has an easement for the utility; and,
 - c) The utilities must serve a purpose directly related to the airport.
- 3) Land Acquisition. Where funds under the ACRGP ALLOCATION are used to acquire land, the SPONSOR shall record this AGREEMENT, including the ACRGP Assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

- iii. Federal Control Towers. Any funds provided through the ALLOCATION for lawful expenses to support Federal Control Tower ("FCT") operations shall be used by the SPONSOR in accordance with the CRRSA Act. Use of these funds is expressly limited to the following:
 - 1) Expenses incurred by the SPONSOR on or after December 27, 2020, to support FCT operations such as payroll, utilities, cleaning, sanitization, janitorial services, service contracts, and combatting the spread of pathogens, which may include items generally having a limited useful life, including personal protective equipment and cleaning supplies, as well as debt payment services; and,
 - 2) Eligible equipment for FCT operations defined in *FAA Reauthorization Program Guidance Letter 19-02*, Appendix A: FCT Minimum Equipment List, acquired on or after December 27, 2020.

The SPONSOR may not use funds allocated for FCT operations for other airport purposes. Funds not expended for lawful expenses to support FTC pursuant to this Article are subject to recovery from the SPONSOR by the FAA.

- d. As a special condition to receiving an ALLOCATION under this AGREEMENT, the SPONSOR acknowledges the enactment on January 21, 2021, of Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, requiring the Secretary of Transportation to mandate masks be worn compliance with the CDC Order in in airports (https://www.cdc.gov/quarantine/pdf/Mask-Order-CDC GMTF 01-29-21-p.pdf) consistent with applicable law. In furtherance of the objectives of this Executive Order, the Sponsor shall implement a policy requiring all persons wear a mask, in accordance with the above CDC Order and TSA Security Directive (https://www.tsa.gov/coronavirus), as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998 is no longer effective. Failure to comply with this special condition may result in suspension of payments or termination of the ALLOCATION under this AGREEMENT consistent with 2 CFR §§ 200.339 and 200.340.
- e. The SPONSOR shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
- 4. Parameters Governing Use. By entering into this AGREEMENT, SPONSOR expressly agrees to the following:
 - a. The maximum amount the DEPARTMENT shall be obligated to pay for eligible operational maintenance expenses for the period beginning January 20, 2020 and ending June 30, 2022, and for debt service and FCT expenses from the period beginning December 27, 2020, and ending June

- **30, 2022,** is the total amount of ALLOCATION, which is Thirteen Thousand and 00/100 dollars (\$13,000.00). If the total eligible estimated operational maintenance expenses and debt service and FCT payments for this period is less than this amount, then the DEPARTMENT shall only be required to pay one hundred percent (100%) of the total incurred eligible costs.
- b. Unless as otherwise provided in this AGREEMENT, any line item in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement; provided, however, that the DEPARTMENT'S total maximum obligation under this AGREEMENT will not be changed.
- c. SPONSOR will comply with all applicable federal, state and local law and regulations in the execution of this AGREEMENT, as well as the terms and conditions required by FAA under the ACRGP, the CRRSA Act and as those regulations and requirements included in the Federal Office of Management and Budget Uniform GRANT Guidance, 2 CFR Part 200, and any applicable provisions of the Hatch Act.
- d. Funding provided for under this AGREEMENT shall be governed by the same principles applicable to "airport revenue" as set forth in the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330).
- e. In the event that other sources of COVID-19 relief funds become available to the SPONSOR, nothing in this AGREEMENT shall be construed to prohibit SPONSOR from availing itself to any such funds; provided, however, SPONSOR shall not seek funding reimbursement through the DEPARTMENT for expenses that have been or will be reimbursed to SPONSOR under any other source, including, but not limited to other federal, state or local programs and insurance.
- **5. Obligation by the DEPARTMENT.** No entity of the State of Georgia other than the DEPARTMENT has any obligation to the SPONSOR related to this AGREEMENT. This AGREEMENT does not obligate the DEPARTMENT to make any payment to the SPONSOR from any funds other than those made available to the DEPARTMENT from the FAA for the ACRGP under the CRRSA Act.

ARTICLE II

PAYMENTS

1. Reimbursements. The SPONSOR shall submit to the DEPARTMENT monthly invoices for reimbursement for payments subject to this AGREEMENT, providing in reasonable detail, the actual eligible operational and maintenance expenses and debt service and FTC payments incurred by the SPONSOR for the invoice period. In making its monthly submission, the SPONSOR shall submit invoices for FCT funds separately from any other invoices for funds provided as part of the ALLOCATION. After review and approval as appropriate of

- such invoices, the DEPARTMENT will make payment to the SPONSOR pursuant to this ARTICLE but not more than once a month. Payments will be made by the DEPARTMENT for eligible expenses incurred by the SPONSOR, less any previous partial payments. SPONSOR understands and agrees that under no circumstances will the DEPARTMENT be responsible or obligated to pay SPONSOR more than the ALLOCATION amount provided by the ACRGP through the CRRSA Act and as set forth in this AGREEMENT.
- 2. Final Payment and Project Closeout. If a final monthly invoice is not received by the DEPARTMENT within ninety (90) days after June 30, 2022 expiration date of this AGREEMENT, the DEPARTMENT may, at its discretion, consider the last invoice submitted by the SPONSOR as the final invoice and may proceed with final close out proceedings for the ALLOCATION. If any costs covered under the terms of this AGREEMENT are disallowed by the DEPARTMENT, the SPONSOR, and not the DEPARTMENT shall be responsible for such disallowed costs. Upon approval of the final invoice by the DEPARTMENT, the DEPARTMENT will pay any remaining balance of funds owed the SPONSOR, not to exceed the DEPARTMENT'S maximum obligation as set out in Article I of this AGREEMENT. The SPONSOR agrees that the acceptance of this final payment shall be in full settlement of all terms stated under this AGREEMENT and shall release the DEPARTMENT from any and all other claims of whatever nature whether known or unknown, for and on account of said AGREEMENT.
- 3. Auditing. As may be requested by the DEPARTMENT, SPONSOR shall submit for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The SPONSOR must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request, the SPONSOR also shall provide one copy of the completed audit directly to the DEPARTMENT.
- 4. Improper Use of Federal Funds. The SPONSOR must take all steps, including litigation, if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this AGREEMENT, the ACRGP, the CRRSA Act, or any other provision of applicable law. For the purposes of this AGREEMENT, the term "Federal funds" means funds however used or dispersed by the SPONSOR, that were originally paid pursuant to this or any other Federal agreement(s). The SPONSOR must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the FAA Secretary. The SPONSOR must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the SPONSOR, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

ARTICLE III

EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work resulting in expenditures that are reimbursable under this AGREEMENT, without the prior written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE IV

CODE OF ETHICS

No member, officer, or employee of the SPONSOR during his or her tenure or one year thereafter shall have any interest, direct or indirect in this AGREEMENT or the proceeds thereof the SPONSOR agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third-party contracts, sub-agreements, or leases financed with Federal/State assistance.

ARTICLE V

RECORDKEEPING AND REVIEW OF RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to the eligible expenses reimbursed in operating the SPONSOR'S publicly-owned public-use airport. The SPONSOR agrees to make such material available at all reasonable times during this period of AGREEMENT and for three years from the date of the final payment, for the inspection by the DEPARTMENT and any reviewing agencies, and copies of any such materials shall be provided upon request.

ARTICLE VI

RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the extent allowed by law, SPONSOR shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees, from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR under this AGREEMENT.

To the extent allowed by law, the SPONSOR hereby indemnifies and agrees to hold harmless the DEPARTMENT from suits, claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from any defective equipment or material purchased by the SPONSOR and reimbursed under this AGREEMENT or from the installation and operation thereof or from operation of equipment and materials already owned by the SPONSOR.

ARTICLE VII

CONTRACT DISPUTES

This AGREEMENT shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE VIII

TERMINATION FOR CAUSE AND FOR CONVENIENCE

The DEPARTMENT reserves the right to terminate this AGREEMENT at any time for just cause or for any cause upon thirty (30) days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

ARTICLE IX

COMPLIANCE WITH APPLICABLE LAWS

- A. IT IS FURTHER AGREED that SPONSOR'S compliance with the terms of this AGREEMENT shall include full adherence with the "ACRGP Assurances" set forth in EXHIBIT B of this AGREEMENT.
- B. The undersigned certify that the provisions of O.C.G.A. §§ 45-10-20 through 45-10-29 relating to Conflict of Interest and State Employees and Official Trading with the State have been complied with in full.
- C. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for compliance with TITLE VI of the CIVIL RIGHTS ACT OF 1964, as amended, and 23 C.F.R. 200 as stated in EXHIBIT C of this AGREEMENT.
- D. IT IS FURTHER CERTIFIED that the provisions of O.C.G.A. §§ 50-24-1 through 50-24-6 relating to the "DRUG-FREE WORKPLACE ACT" have been complied with in full, as stated in EXHIBIT D of this Agreement.
- E. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require any subcontractors and third-party operators to comply with requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT E, CERTIFICATION OF SPONSOR, attached hereto and made a part of this AGREEMENT.
- F. IT IS FURTHER AGREED that the SPONSOR shall comply with requirements in PRIMARY CONTRACTOR CERTIFICATION REGARDING DISBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, attached hereto as EXHIBIT G.
- G. IT IS FURTHER AGREED that the SPONSOR shall comply with requirements in CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT, attached hereto as EXHIBIT H.
- H. IT IS FURTHER AGREED that the SPONSOR shall comply with and require its consultants to comply with the requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT I, GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT.

- I. IT IS FURTHER AGREED that SPONSOR shall comply with the Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy, as stated in EXHIBIT J of this Agreement.
- J. IT IS FURTHER AGREED that the SPONSOR shall comply and require its subcontractors to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while Driving October 1, 2009, https://www.federalregister.gov/documents/2009/10/06/E9-24203/federal-leadership-on-reducing-text-messaging-while-driving, incorporated by reference and made a part of this Agreement.
- K. The SPONSOR shall comply with the provisions of O.C.G.A. § 16-10-6 relating to the sale of real or personal property to an employing local authority or employing political subdivision (or agencies thereof) by an officer or employee.
- L. Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
- M. EXHIBITS A through J are attached hereto and incorporated herein by reference.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto. In the event that there is a conflict between the language of this AGREEMENT and the CRRSA Act, the language of the CRRSA Act shall be controlling.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION BY:		CITY OF CAMILLA:	
DATE:		DATE:	
Pussell & MeMurry		Lun Owns	
COMMISSIONER		Mayor	
ATTEST: DocuSigned by: ATTEST: BZEDSC3CC6522408		Kelvin Owens	
— BZED3C3CC63Z4VB	(SEAL)	PRINTED NAME	
		THIS CONTRACT APPROVED BY:	
		CITY OF CAMILLA	
		AT A MEETING HELD AT:	
		30 E. Broad St Camilla, GA	
		DATE: 7/29/2021	
		DocuSigned by:	
		CLERK	(SEAL)
		58-6000531	
		FEDERAL ID/IRS#	

CAMILLA-MITCHELL COUNTY AIRPORT CAMILLA, GEORGIA

EXHIBIT A

AIRPORT OPERATING EXPENSES - BUDGET

T007645 AP022-90CR-22(205) MITCHELL

			ESTIMATED TOTAL	FEDERAL	FEDERAL
ITEM	EXPENSE	UNIT COST	COST/EXPENSE	PARTICIPATION %	FUNDS
Federal F	Federal Funds FY21 - SBGP-040-2021				
1	UTILITIES	\$1.00	\$0.00	100%	\$0.00
2	INSURANCE	\$1.00	\$0.00	100%	\$0.00
3	GROUNDS REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
4	VEHICLE/EQUIPMENT REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
5	BUILDING REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
9	COMPUTER/SOFTWARE MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
7	SUPPLIES/INVENTORY/MATERIALS	\$1.00	\$0.00	100%	\$0.00
8	VEHICLE/EQUIPMENT RENTAL	\$1.00	\$0.00	100%	\$0.00
6	AUTO FUEL	\$1.00	\$0.00	100%	\$0.00
10	EMPLOYEE SALARY - FT/PT/OT	\$1.00	\$0.00	100%	\$0.00
11	EMPLOYEE BENEFITS	\$1.00	\$0.00	100%	\$0.00
12	TRAINING/EDUCATION	\$1.00	\$0.00	100%	\$0.00
13	COMMUNICATIONS	\$1.00	\$0.00	100%	\$0.00
14	TRAVEL	\$1.00	\$0.00	100%	\$0.00
15	ACCOUNTING	\$1.00	\$0.00	100%	\$0.00
16	LEGAL SERVICES	\$1.00	\$0.00	100%	\$0.00
17	AVIATION FUEL	\$1.00	\$13,000.00	100%	\$13,000.00
18	DUES/FEES/SUBSCRIPTIONS	\$1.00	\$0.00	100%	\$0.00
19	LICENSES/CERTIFICATIONS	\$1.00	\$0.00	100%	\$0.00
20	OTHER ELIGIBLE EXPENSES	\$1.00	\$0.00	100%	\$0.00
21	ELIGIBLE CONTRACT TOWER EXPENSES	\$1.00	\$0.00	100%	\$0.00
			TOTAL PROJECT		\$13,000.00

Fund Source	22159	
Amount	\$13,000.00	\$13,000.00
Award Date	5/17/2021	ederal Funds this Contract:
FAA Federal Grant and FAIN#	3-13-SBGP-040-2021	Total Maximum Obligation of Federal Funds this Contract:

EXHIBIT B

ACRGP ASSURANCES AIRPORT SPONSORS

A. General.

- 1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- 2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act 29 U.S.C. 201, et. seq.
- d. Hatch Act 5 U.S.C. 1501, et. seq. ²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 Section 106 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 Section 102(a) 42 U.S.C. 4012a.
- I. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 42 U.S.C. 4321, et. seg.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 Equal Employment Opportunity
- b. Executive Order 11990 Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 Intergovernmental Review of Federal Programs
- e. Executive Order 12699 Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 Environmental Justice
- g. Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Workers

FEDERAL REGULATIONS

- a. 2 CFR Part 180 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3, 4}
- c. 2 CFR Part 1200 Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 Procedures for predetermination of wage rates. ¹
 - g. 29 CFR Part 3 Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹
 - h. 29 CFR Part 5 Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). ¹
 - 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 New restrictions on lobbying.

- k. 49 CFR Part 21 Nondiscrimination in Federally-assisted programs of the Department of Transportation effectuation of Title VI of the Civil Rights Act of 1964.
- I. 49 CFR Part 23 Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- 49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. ¹
- o. 49 CFR Part 28 Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1. Operating the airport's aeronautical facilities whenever required;
 - Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act
- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers

necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - boundaries of the airport and all proposed additions thereto, together with the boundaries of all
 offsite areas owned or controlled by the sponsor for airport purposes and proposed additions
 thereto;
 - the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

 Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities

- 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"In accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, SPONSOR hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
- 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

- B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated February 17, 2021, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those

relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

EXHIBIT C

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- (1) <u>Compliance with Regulations</u>: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.
- (2) <u>Nondiscrimination</u>: The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200.
- (3) <u>Solicitations for Subcontracts, Including Procurement of Materials and Equipment</u>: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
- (4) <u>Information and Reports</u>: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify in writing to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth in detail what efforts it has made to obtain this information.
- (5) <u>Sanctions for Noncompliance</u>: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - (b) cancellation, termination or suspension of this contract, in whole or in part.

(6) <u>Incorporation of Provisions</u>: The Contractor will include the provisions of paragraphs (1) through (6) in this Exhibit C in every subcontract entered, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT D

CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE

I hereby certify that I am the duly authorized representative of <u>CITY OF CAMILLA</u> whose address is <u>30 EAST BROAD STREET</u>, <u>CAMILLA</u>, <u>GA 31730</u>, and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor hired by the Consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Consultant shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

	DocuSigned by:	
7/29/2021	kelvin Owens	
	9A60ACD4CD0F4EF	
Date	Signature	

EXHIBIT E

CERTIFICATION OF SPONSOR

I hereby certify that I am the ______ and duly authorized representative of the firm of <u>CITY</u> <u>OF CAMILLA</u> whose address is <u>30 EAST BROAD STREET, CAMILLA, GA 31730</u>. I hereby certify to the best of my knowledge and belief that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal GRANT, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, GRANT, loan or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, GRANT, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid the it shall require that the language of this certification will be included in all lower tier subcontracts which exceed \$10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid aviation funds, and is subject to applicable State and Federal laws, both criminal and civil.

	DocuSigned by:
7/29/2021	kelvin Owens
Date	—— 9A00ACD4CD0F4EF Signature

EXHIBIT F

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above airport sponsor, consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Aviation Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

8/9/2021	Russell & McMurry
Date	Commissioner, Georgia Department of Transportation

EXHIBIT G

PRIMARY CONTRACTOR CERTIFICATION REGARDING DISBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the <a href="Mayor" | Mayor | Mayor

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Aviation Funds, and is subject to applicable State and Federal laws, both criminal and civil.

7/29/2021	Lelvin Owens	
Date	Docusigned by: Signature	
	1E000BB17318448	(SEAL)
	Clerk	

EXHIBIT G-1

INSTRUCTIONS FOR EXHIBIT G CERTIFICATION

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Consultants)

- 1. By signing and submitting this contract the Consultant is providing the certification set out in Exhibit G.
- 2. The inability of the Consultant to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Consultant shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Consultant to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
- 3. The certification, Exhibit G, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
- 4. The Consultant shall provide immediate written notice to the Department if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 6. The Consultant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
- 7. The Consultant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A Consultant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. The Consultant may decide the method and frequency by which it determines the eligibility of its principals.
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

EXHIBIT H

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of <u>CITY OF CAMILLA</u> whose address is <u>30 EAST BROAD STREET</u>, <u>CAMILLA</u>, <u>GA 31730</u>, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

	bousighed by.
7/29/2021 Date	Signature Edwin Owens



EXHIBIT I

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CITY OF CAMILLA
Solicitation/Contract No./ Call No.	T007645/AP022-90CR-22(205), CRRSA Act
or Project Description:	

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

68270	11/16/2007
Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)	Date of Authorization
CITY OF CAMILLA	
Name of Contractor	
I hereby declare under penalty of perjury that the foregoing is true and correct	
Kelvin Owens	Mayor
Printed Name of Authorized Officer or Agent of Contractor)	Title (of Authorized Officer or Agent of Contractor)
kelvin Owens	7/29/2021
Signature (of Authorized Officer or Agent)	Date Signed
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	
7/29/2021 DATE:	
DocuSigned by: 2A654869A099444	
Notary Public [NOTARY SEAL]	
September 21, 2022 My Commission Expires:	

EXHIBIT J

CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy;
 - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training (scroll down to section for entities without a LMS section) or this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.

- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy;
 - (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training (scroll down to section for entities without a LMS section) or this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

DocuSigned by:	
Signature: Edvin Owens	
Kelvin Owens Name:	
Position: Mayor	
Company:CITY OF CAMILLA	

Certificate Of Completion

Envelope Id: 92C30865C1364CB987D49A265C1F12F4

Subject: 48400-291-IGOAP2200359/CITY OF CAMILLA

Source Envelope:

Document Pages: 33

Certificate Pages: 5 AutoNav: Enabled

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Status: Completed

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gdot_contracts@dot.ga.gov

Pool: StateLocal

Signatures: 13

Initials: 0

Pool: Georgia Department of Transportation

Location: DocuSign

Location: DocuSign

Signer Events

Kelvin Owens

Kelvin.owens@cityofcamilla.com

Mayor

Security Level: Email, Account Authentication

(None)

Signature

kelvin Owens A60ACD4CD0F4FF

Signature Adoption: Pre-selected Style Using IP Address: 64,39,159,204

Timestamp

Sent: 7/26/2021 4:08:58 PM Viewed: 7/29/2021 7:10:05 AM Signed: 7/29/2021 11:10:06 AM

Electronic Record and Signature Disclosure:

Accepted: 7/29/2021 7:10:05 AM

ID: 0d84f793-434b-4f92-b687-7acfd6de3098

Cheryl Ford

cford@cityofcamilla.com

Security Level: Email, Account Authentication

(None)

and So (uu) 1E688BB1731844C.

Signature Adoption: Uploaded Signature Image

Using IP Address: 64.39.159.204

Sent: 7/29/2021 11:10:09 AM Viewed: 7/29/2021 11:20:34 AM Signed: 7/29/2021 11:22:24 AM

Electronic Record and Signature Disclosure:

Accepted: 10/8/2019 10:11:56 AM

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TEKLA SELLARS

teklas@cityofcamilla.com

Security Level: Email, Account Authentication

(None)

DocuSigned by: 2A654B69A099444

Signature Adoption: Uploaded Signature Image

Using IP Address: 64.39.159.204

Sent: 7/29/2021 11:22:28 AM Viewed: 7/29/2021 11:37:02 AM Signed: 7/29/2021 11:38:06 AM

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Resent: 8/4/2021 10:53:06 AM

Viewed: 8/9/2021 8:55:29 PM

Signed: 8/9/2021 8:55:44 PM

Electronic Record and Signature Disclosure:

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Russell R McMurry rmcmurry@dot.ga.gov Security Level:

.Email 8/9/2021 8:55:20 PM 76D6577D00644FA..

Signed using mobile

Russell R McMurry

Signature Adoption: Pre-selected Style Using IP Address: 174.254.53.154

Electronic Record and Signature Disclosure:

Signer Events

Accepted: 2/26/2016 9:35:33 AM

ID: cd5459ce-99ae-409c-b25c-b6922ca5a283

Connie J. Steele csteele@dot.ga.gov Security Level:

.Email

ID: a5263ce0-1113-4a51-a6d4-8a75f000e66b

8/10/2021 12:24:30 PM



Signature

Signature Adoption: Uploaded Signature Image

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Signed: 8/10/2021 12:24:48 PM

Electronic Record and Signature Disclosure:

Accepted: 7/5/2016 9:04:14 AM

ID: b94ad1d0-9941-4369-a43a-2580d721ac4a

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/26/2021 4:08:58 PM
Certified Delivered	Security Checked	8/10/2021 12:24:38 PM
Signing Complete	Security Checked	8/10/2021 12:24:48 PM
Completed	Security Checked	8/10/2021 12:24:48 PM
Payment Events	Status	Timestamps
Electronic Record and Signature I	Disclosure	

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Georgia Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Georgia Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gdot_contracts@dot.ga.gov

To advise Georgia Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gdot_contracts@dot.ga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Georgia Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Georgia Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0,
	NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	
	•Allow per session cookies
	•Users accessing the internet behind a Proxy
	Server must enable HTTP 1.1 settings via
	proxy connection

^{**} These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.

DISCUSSION

COMMITTEE MEETING DATE: JULY 15, 2021

FOR: CITY COUNCIL REVIEW AND CONSIDERATION

SUBJECT: CAMILLA EVENT CENTER BID AND RECOMMENDATION

PRESENTER: STEVE SYKES, CITY MANAGER

BACKGROUND: THE BOYS & GIRLS CLUB BUILDING OWNED BY THE CITY IS PARTIALLY AVAILABLE FOR USE. A PLAN TO RENOVATE THE UNOCCUPIED SPACE HAS BEEN PREPARED AND BIDS WERE OPENED JUNE 29, 2021. DURING INSPECTION, IT WAS DETERMINED THAT THE EXISTING OCCUPIED SPACE NEEDS A NEW ROOF.

DISCUSSION:

BASED ON COUNCIL DISCUSSION AT THE JULY 15 MEETING, TWO OPTIONS ARE OFFERED FOR COUNCIL CONSIDERATION.

OPTION A (DEMOLITION & NEW CONSTRUCTION):

DEMOLITION = \$88,000

NEW CONSTRUCTION 12,000 s.f. @ \$190./s.f. = \$2,280,000

NEW DESIGN AND PLANNING $6\% \times \$2,280,000 = \$136,800$

TOTAL OPTION A \$2,504,800 12 MONTHS

OPTION B (RENOVATION):

REPLACE ROOF = \$199,000

RENOVATION = \$780,000

VALUE ENGINEERING = (\$21,000)

REMAINING DESIGN COST = \$21,000

TOTAL OPTION B \$979,000 6 MONTHS

RECOMMENDATION: AWARD LOW BID TO CGM CONSTRUCTION GROUP, COLQUITT, GA, IN THE AMOUNT OF \$780,000 TO BE COMPLETED IN 160 DAYS AFTER NOTICE TO PROCEED. AWARD COMPETITIVE BID FOR ADJ ROOF.

MEMORANDUM

lee.bostick@constructioncgm.com

13 July 2021

To: Lee Bostick

CGM Construction Group, LLC 174 Thompson Town Road Colquitt, Georgia 39837

From: Leon Lynn

RE: Post Bid Changes

Camilla Event Center

The following describes the costing information that will allow the City of Camilla to determine how we are to proceed.

1. Cost Savings Changes to Original Bid

- Change project contingency to \$5,000.
- Delete allowance for moisture irrigation and provide enhanced adhesive where required.
- Change TPO roof membrane to 45 mils.
- Spaces 100, 108 and 112; Delete specified LVT flooring and provide in thereof the following:
 - ❖ J&J Flooring Group-Kinetex Style: Propel II 1817 modular dimension: 12 by 48-inches.
- Limit painting of exterior walls to the East Elevation and the North Elevation from the Northeast corner west to the interior corner outside Space 112.
- Changes recommended by the MPE subcontractors.

2. <u>Securing the Building Envelope</u>

- General: Delete all work indicated on the Drawings except for securing the building envelope the roof and exterior walls.
- Limit demolition work to removing the existing steel windows and doors and the complete tear off of the existing roof system. The existing wood sectional door in the north wall to remain.
- Provide the scheduled new exterior openings including metal doors, frames and door hardware and the aluminum storefront framed windows and glazing.

Additional Cost Information (Preliminary Estimates) 3.

- Complete demolition of the existing entire building (15048 s.f.).
- Complete roof tear off and new 45mil TPO membrane roof system for the remaining building area (9170 s.f.).
- Cost per square foot to construct a 12,000 sq.ft. new building for the Camilla Boys and Girls Club and the Event Center.

Please call me should you have any questions or if you need clarification.

cc: Steve Sykes, City of Camilla

OPTIONS	The state of the s
	Renouzte \$780,000
2	Secure Envelope \$355,000
3	Demolition \$ 88,000 15,048 SF
4	Reroof Current club \$ 199,000 9,170sf REMOVE FOAM & REPLACE
5	New Construction \$ 1,900,000 12,000 SF
CURRENT SPA Relocate Renovate Demo only	(3+5) \$ 2,280,000 (1+4) \$ 949,000

RESOLUTION NO. 2021- 07-19-3

A RESOLUTION ESTABLISHING A COMMITTEE SYSTEM FOR THE CITY COUNCIL OF THE CITY OF CAMILLA; PROVIDING FOR THE APPOINTMENT OF COMMITTEE MEMBERS; PROVIDING FOR A MEETING PROCEDURES; ESTABLISH A MEETING TIME; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council are committed to the delivery of service in the City of Camilla in the most efficient and effective manner possible; and

WHEREAS, after careful study and contemplation it has been determined that the effectiveness, of the City Council would be greatly enhanced by formerly establishing a committee system of the City Council; and

WHEREAS, a committee system gives members a better opportunity to study and consider the issue prior to introduction to the full council; and

WHEREAS, a committee system will improve the decision making process of the City Council.

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council as follows:

Section 1. The formal establishment of a City Council committee system is adopted as provided in Exhibit "A" attached hereto.

Section 2.	All resolutions or parts of resolutions in conflict herewith are repealed.		
SO RESOLV	ED this	_day of _	, 2021.
			CITY OF CAMILLA
			By: Kelvin Owens, Mayor
			Attest: Cheryl Ford, Clerk

EXHIBIT "A"

- 1. The Standing Committee of the Camilla City Council shall be as follows:
 - (a) Administrative Committee
 - (b) Public Works Committee
 - (c) Committee of the Whole
- 2. Membership on the Administrative and Public Works Committees shall be appointed by a majority vote of the Council.
- 3. The chair of each committee shall be elected by a majority vote of the committee. The Mayor shall chair the Committee of the Whole.
- 4. Unless otherwise scheduled by the committee chair, the committees shall meet at 9:00 a.m. on the first Monday of each month. The order of business shall be as follows:
 - (a) The Chair of the Administrative Committee shall call the Committee to order and preside over the committee. Upon completion of the committee's business the chair shall adjourn the meeting.
 - (b) Immediately upon the adjournment of the Administrative Committee, the Chair of the Public Works Committee shall call the Public Works Committee to order and preside over the committee. Upon completion of the Committee's business, the Chair shall adjourn the Committee.
 - (c) The Committee of the Whole shall meet immediately following the Public Works Committee.
 - (d) Each committee chair, with the consent of a majority of committee members shall establish rules for the conduct of business of the committee.
- 5. The membership of the committees shall be as follows:
 - (a) Administrative Committee
 Danny Palmer
 Venterra Pollard
 Vernon Twitty
 - (b) Public Works CommitteeBryant CampbellCorey MorganAnnie Doris Willingham
 - (c) Committee of the Whole Mayor and Council

- 6. Subject to a majority vote of the Committee, the City Manager shall assign matters to each Committee having jurisdiction over the matter to be considered. By a majority vote the Administrative and Public Works Committees may transfer matters for consideration to the Committee of the Whole. Otherwise, the Committee of the Whole is prohibited from the consideration of matters assigned to the other Committees.
- 7. Staff support for each Committee shall be provided by the City Manager and City Clerk who shall attend all committee meetings. The City Manager shall provide materials and documents required by the committee as requested by the Committee Chair, and shall assist the Chair in directing and assisting in the deliberation of the committee.
- 8. Committee meetings shall in all respects be public meetings and subject to the same requirements for public participation as the Camilla City Council.