



CITY OF CAMILLA
AGENDA – COUNCIL MEETING
LIVE BROADCAST - CITY OF CAMILLA'S
FACEBOOK PAGE
MONDAY, MAY 8, 2023 ~ 6:00 P.M.



1. Call to Order; Roll Call
2. Opening Prayer and Pledge
3. Approval of Agenda
4. Approval of Minutes: April 10, 2023
5. Speaker Appearances
6. Action Items:
 - a. Proclamation – Mental Health Awareness Month
 - b. Agreement – Fuel Farm: Airport Engineering Design and/or Planning Assistance (Georgia Department of Transportation)
 - c. Municipal Gas Authority of Georgia – Voting Delegates
 - d. Savannah Court Seniors – Community Partnership (ARPA)
 - e. Ethics Board Appointments
 - f. Pay Plan and Classification Amendment – Project and Accounts Payable Coordinator
 - g. Probation Services Agreement – Judicial Alternatives of Georgia
 - h. Selection of Official City Flag
 - i. Gateway Entrances Flag Poles
 - j. Municipal Gas Authority of Georgia Trade Confirmation for Alltech
 - k. Fuel Master System for Airport
 - l. Second Amendment to the Power Purchase Contract – Municipal Electric Authority of Georgia
 - m. Council Meeting Date Conflict – July 10th Meeting
 - n. Juneteenth Flyer Approval
 - o. Depot Rental Rate Reduction
 - p. MEAG Year-End Settlement
 - q. Open Records Support
 - r. Lease Amendment with Mitchell County USDA Service Center – 30 W. Broad Street (McNeil Building)
7. City Manager's Report
8. Mayor's Announcements
9. Adjourn

**MINUTES – REGULAR MEETING
CITY OF CAMILLA, GEORGIA
APRIL 10, 2023**

The regular meeting of the Mayor and City Council of the City of Camilla was called to order at 6:00 p.m. on Monday, April 10, 2023 by Mayor Owens.

Present at roll call: Councilman Burley, Councilman Morgan, Councilman Collins, Councilman Pollard, and Councilman Palmer. Absent: Councilmember Tucker.

City Manager Stroud, City Attorney Thompson (via phone), and Clerk Ford were also present.

OPENING PRAYER AND PLEDGE

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

CITIZENS AND GUESTS

Sign-in Sheet Attached.

APPROVAL OF AGENDA

A motion was made by Councilman Pollard and seconded by Councilman Morgan to approve the April 10, 2023 agenda. Mayor Owens commented Items L and M (pay plan and classification modification and financial reconciliation consultant) are additions and were not discussed at last week's work session. City Manager Stroud commented on the items and stated he is asking for Council consideration to change the titles of two employees and hire a consultant to assist with bank reconciliations due to the upcoming budget season. After discussion regarding the two items, the motion passed unanimously via a roll call vote.

APPROVAL OF MINUTES

Mayor Owens asked for a motion to approve the minutes from the March 13, 2023 meeting. A motion was made by Councilman Morgan and seconded by Councilman Pollard. The motion passed by a unanimous vote.

SPEAKER APPEARANCES

Takia Tinsley (New Georgia Project) and Angela Knight.

PUBLIC HEARING – REZONING REQUEST: WING SPARS LLC

Mayor Owens opened the public hearing for a rezoning request for a new housing proposed on U.S. 19 and commented it is an 80-unit market rate housing project. Mr. Jeremiah Horne was recognized and introduced himself, stating he is representing Wing Spars LLC. He stated there is 20 +/- acres on 19 South at the corner of Goodson Road and old Ga. 3 Highway. His request is to rezone from the property from Commercial to R-3, which will allow for multiple density. His primary focus is to use six of the acres for 80 multi-family units, which is the first phase proposal. With a successful rezoning he could be breaking ground within six months. He is confident there will be a demand for the market rate 80 units and may do single family or low-density townhomes in the future. Councilman Palmer asked him if he had purchased the property, which he replied yes. He stated his preference for the multi-family units is the six acres

PUBLIC HEARING – REZONING REQUEST: WING SPARS LLC (cont.)

closest to Goodson Road. Councilman Palmer asked him about his infrastructure and the status. Mr. Horne commented before he purchased the properties he checked on all utilities needed and they are close by. Councilman Palmer asked what promises had been made by the City and Mr. Horne stated he had not been made any promises and will be funding all the infrastructure. Councilman Palmer asked if his financing would be conventional or government financing. Mr. Horne replied the financing would be with the Bank of Camilla. The long-term financing will be a Fannie Mae product which is a ten year fixed rate with a 30-year amortization. After additional questions, Mr. Horne commented there is no requirement that he keep the property any certain number of years. The first phase of the project will cost approximately \$8 million and down the road, depending on how the project goes, it could be \$20 million or more. He commented he is ready to make the investment in the city of Camilla and also allow a public park be put on the property for the public to use. He has the space and if he can do something beneficial for the city, why not. After additional discussion, he stated the rent would be market rate and he will charge what the market will bear. He thinks the starting point for a one-bedroom will be \$795 to \$895 and a two-bedroom will be \$995 to \$1150. He builds a highly energy efficient product and includes utilities in with the rent. He stated it will take four to six months to get shovels in the ground and to completion it will be approximately eight months to a year. After additional discussion and no further comments from Council or the public, the public hearing was closed.

ACTION ITEMS

PROCLAMATION – CHILD ABUSE PREVENTION MONTH – APRIL 2023

The Mayor and Council reviewed a Proclamation proclaiming April 2023 as Child Abuse Prevention Month in the city of Camilla and calling upon all citizens, community agencies, faith groups, medical facilities, elected leaders, and businesses to increase their participation and commitment to child abuse prevention. The Council recommends approving the Proclamation and authorizing the Mayor to sign. A motion was made by Councilman Burley and seconded by Councilman Pollard to approve the Proclamation and authorize the Mayor to sign. Mayor Owens read the Proclamation for the record. The motion passed by a unanimous vote.

RESOLUTION NO. 2023-04-10-1 – GEORGIA CITIES WEEK (APRIL 23-29, 2023)

The Mayor and Council discussed a Resolution recognizing April 23rd through the 29th as Georgia Cities Week in Camilla. Sponsored by the Georgia Municipal Association, this statewide campaign provides opportunities to share information about the valuable services the City of Camilla provides to residents. In addition to the Resolution, the City will offer tours of City Hall during the weeklong celebration and encourages all citizens to celebrate this week and learn more about the City and its' operations. The Council recommends approving Resolution No. 2023-04-10-1 and authorizing the Mayor to sign. A motion was made by Councilman Pollard and seconded by Councilman Burley to approve the Resolution and authorize the Mayor to sign. Mayor Owens read the Resolution for the record. The motion passed by a unanimous vote.

ORDINANCE NO. 2023-04-10-2 – MARIJUANA POSSESSION (LESS THAN AN OUNCE) – SECOND READING AND ADOPTION

The Mayor and Council held the first reading of an ordinance providing for the penalty of possession of one ounce or less of marijuana, to encourage law enforcement officers to issue citations for such offense in lieu of effectuating arrest, and to set the fine at \$35.00 (thirty-five dollars) at their March 13, 2023 meeting. The second reading of the Ordinance is held tonight and Council recommends adoption of Ordinance No. 2023-04-10-2 and authorization for the Mayor to sign. A motion was made by Councilman Morgan and seconded by Councilman Pollard to adopt the Ordinance and authorize the Mayor to sign. After comments by members of Council and the Mayor, voting in favor of the motion via roll call: Councilmen Burley, Morgan, and Pollard. Voting in opposition: Councilmen Collins and Palmer. Mayor Owens voted yes and the motion to adopt Ordinance No. 2023-04-10-2 passed by a 4-2 vote.

COMMUNITY DEVELOPMENT BLOCK GRANT CONSULTANT SELECTIONS:

- Administrative – Associates in Local Government Assistance, Inc.
- Engineering – Hoftstadter & Associates

The City intends to submit a Community Development Block Grant application for funding cycle 2023. Statements of Qualifications and Proposals were requested from consultants successfully assisting local governments with grant writing and engineering/architectural services. One proposal was received to provide grant administration services from Associates in Local Government Assistance, Inc. (ALGA). Staff recommends selecting and approving ALGA as the grant administrator, contingent upon approval from the Department of Community Affairs as a sole source provider, to administer the 2023 CDBG grant.

Six proposals were received to provide engineering/architectural services for the CDBG project and scored independently by staff based on rating criterion for engineering/architectural firms. Council recommends approval of ALGA as the grant administrator, contingent upon DCA approval as a sole source provider, and Hoftstadter & Associates as the engineering/architectural firm and authorizes the Mayor to execute contract documents related to the 2023 CDBG application.

A motion was made by Councilman Pollard, seconded by Councilman Morgan, and passed by a unanimous vote to approve ALGA as the grant administrator for the 2023 CDBG application, contingent upon DCA approval as a sole source provider.

A motion was made by Councilman Burley and seconded by Councilman Pollard to approve Hofstadter & Associates as the engineering firm for the 2023 CDBG. The motion passed by a 4-1 vote with Councilman Palmer voting in opposition.

ORDINANCE NO. 2023-04-10-1 – WING SPARS LLC – REZONING REQUEST

The Planning Commission met in regular session on March 20, 2023 and considered a rezoning request from Jeremiah Horne for Wing Spars LLC. The Commission recommends to Council approval of the rezoning request as presented below. The Council recommends adoption, waiving the second reading, and authorization for the Mayor to sign Ordinance No. 2023-04-10-

ORDINANCE NO. 2023-04-10-1 – WING SPARS LLC – REZONING REQUEST (cont.)

1 to amend the comprehensive zoning map of the City to rezone property listed as Map and Parcel C0340-068-000 in the Mitchell County Tax Digest from C-3 (highway commercial) and R-PUD (residential planned unit development) to R-3 (two-family and multi-family residential). A motion was made by Councilman Burley and seconded by Councilman Pollard to approve the rezoning request as presented, waive the second reading, and authorize the Mayor to sign. The motion passed unanimously via a roll call vote.

GRAYBAR FINANCIAL SERVICES – LEASE AGREEMENT FOR AIRPORT PHONE SERVICE

The Mayor and Council reviewed a lease agreement with Graybar Financial Services to provide phone services at a monthly rate of \$646.02 for service and equipment at the Camilla-Mitchell County Airport. Council recommends approval to enter into the five-year lease agreement, contingent upon city attorney review, and authorization for the Mayor to sign lease documents. City Manager Stroud commented the documents are under review at this time by Attorney Thompson. A motion was made by Councilman Morgan and seconded by Councilman Burley to authorize the Mayor to sign the lease documents. The motion passed by a unanimous vote.

GEORGIA B. WILLIAMS HOME – AMERICAN RESCUE PLAN ACT (ARPA) ALLOCATION

The Mayor and Council discussed the use of ARPA funds in the amount of \$40,000 to support the restoration efforts of the historic Georgia B. Williams Nursing Home. The home, located at 176 Dyer Street, represents invaluable historical and cultural significance in the community and upon restoration completion will serve as a museum for the community and tourists and help with economic growth in the city. The Council recommends approval of ARPA funds in the amount of \$40,000 to assist the Georgia B. Williams Nursing home restoration project. A motion was made by Councilman Pollard and seconded by Councilman Morgan. After discussion regarding the Georgia B. Williams Home and proposed use of funds, the motion passed unanimously via a roll call vote.

SCORES BAR AND LOUNGE – PATIO ADDITION

The Mayor and Council discussed the addition of a patio at SCORES Bar and Lounge to allow patrons outdoor dining opportunities. The Council recommends authorization for the city manager to proceed with securing resources to construct the patio on city-owned property adjacent to SCORES. A motion was made by Councilman Pollard and seconded by Councilman Burley to authorize the city manager to secure resources to construct the patio. Councilman Palmer asked if they had a dollar figure and if it would come back to Council. Mayor Owens commented the Georgia Construction Law says anything over \$100,000 will have to be bid out. If the cost exceeds that amount, it would be something the city manager will bring back to Council. In comparison to the pavilion (Toombs Park), we [the City] built it as general contractor and this will be similar to that. After additional discussion, voting in favor of the motion to give the city manager authority to start the construction phase of a patio adjacent to SCORES on city-owned property: Councilmen Burley, Morgan and Pollard. Voting in opposition: Councilmen Collins and Palmer. The Mayor voted yes and the motion passed by a 4-2 vote.

AIRPORT REVENUE – DRONE TECHNOLOGY

The Mayor and Council discussed the use of drone technology and other aviation systems that would diversify and provide additional revenue sources in support of the Camilla-Mitchell County Airport operations. The Council recommends authorization for the city manager to begin pursuing opportunities for the potential use of drone technology and other aviation systems that fund the airport. A motion was made by made by Councilman Morgan and seconded by Councilman Pollard. Mayor Owens commented what they are talking about is a program that will allow juniors and seniors in our high school to get certified as FAA commercial drone pilots. They will then partner with farmers in the region to use drone technology, specifically infrared. The drones can tell farmers where problems with their crops exist and where they are not getting enough water. Whereas the farmer used to hire someone with a plane to do this, they can train students to do it in 15 minutes. It is the way of the future and is the future. The community that waits for opportunity and prosperity to come to it will get left behind. It is time for the City of Camilla to take the lead as it relates to technology. When they are talking about aviation it is time to talk about diversifying how they make money. Right now the Airport is not doing as well as it should. Just selling fuel is not doing it and they have to figure out different ways to bring revenue to that line item. The other flight systems are electric airplanes which are a couple years away from FAA approval. They use a tremendous amount of energy and the City is in the energy business. It takes 350 megawatts to fuel up one of the planes with clean energy and the City of Camilla gets that revenue and sends to the Airport line item. After discussion, City Manager Stroud reread the motion. The motion passed by a unanimous vote.

DOWNTOWN ELECTRIC VEHICLE CHARGING STATIONS

The Mayor and Council discussed the installation of electric vehicle charging stations in the downtown area. The Council recommends authorization for the city manager to begin obtaining information on the type and cost for the charging stations. A motion was made by Councilman Burley and seconded by Councilman Pollard to authorize the city manager to start making inquiries to bring electric vehicle charging stations to downtown Camilla. Councilman Collins questioned if the ones on U.S. 19 were separate. Mayor Owens responded there are two different pots of money and the ones on 19 are still happening and are a separate program. Because downtown is the heart of economic activity it makes sense to add electric vehicle charging stations to our downtown corridor. The City has \$1.5 million in the economic development fund and we have the resources if we have to do it ourselves. The City Manager will let them know what he finds out. The motion passed by a unanimous vote.

FUEL FARM REPLACEMENT AND RELOCATION DESIGN PROJECT – CAMILLA-MITCHELL COUNTY AIRPORT

The Mayor and Council reviewed a work order by Passero Associates, LLC to provide engineering design phase services for the proposed Fuel Farm Replacement and Relocation project at the Camilla-Mitchell County Airport. The design phase will consist of preparing a plan set, contract documents, and technical specifications sufficient to advertise for bids, receive construction proposals, and award a construction project. The Council recommends approval of the Work Order and authorizes the Mayor to sign. A motion was made by Councilman Pollard

FUEL FARM REPLACEMENT AND RELOCATION DESIGN PROJECT – CAMILLA-MITCHELL COUNTY AIRPORT (cont.)

and seconded by Councilman Burley. Mayor Owens stated the City will pay approximately \$150,000 from the MEAG economic development fund for the project. The tanks have been deteriorating for decades and it is this Council that has produced the resources to fix the problem. It is either get a new fuel farm and upgrade the technology or close the Airport down. They need the Airport and he wishes it could have been fixed when it was a \$10,000 problem. It needs to get fixed and expects this Council will get it done. After additional comments the motion passed by a unanimous vote.

PAY PLAN AND CLASSIFICATION MODIFICATIONS

The City Manager reviewed current policy initiatives created by the Council and determined personnel changes are necessitated. The requested changes for Council consideration are to retitle the position of Cashier Manager to Revenue Operations Manager and the Customer Service Manager to Administrative Operations Manager. The salary grade and pay ranges remain the same. A motion was made by Councilman Pollard and seconded by Councilman Burley to retitle the positions as presented. Voting in favor of the motion via a roll call vote: Councilmen Burley, Morgan, Collins, Pollard and Palmer. The motion passed by a unanimous vote.

FINANCIAL RECONCILIATION CONSULTANT

The City Manager requested Council consideration and approval to hire a contractor at a maximum \$85.00/hour for a maximum of 50 hours for the purpose of reconciling 2022-2023 financial activities in preparation of the 2023-2024 budget cycle. A motion was made by Councilman Pollard and seconded by Councilman Morgan. Mayor Owens commented what the city manager is asking for is \$4,250 max to help reconcile our \$50 million budget. After discussion, the motion passed by a unanimous vote.

CITY MANAGER'S REPORT

City Manager Stroud commented the water tower at the American Legion needs repair and will cost \$139,267. In the next couple days he will send them information regarding the scope of the repairs needed. He is asking for authorization to go to the contractor and talk about the scope of work and, if necessary, perform the work now or see if it can wait for six months. The contractor is currently servicing our units right now. The utilities director has been talking with him about this for a couple of months and he had the opportunity to see it for himself. Councilman Pollard asked if it was an immediate threat to the City. City Manager Stroud commented he postponed the item until he could see for himself. He is not saying he has to do it right now but it needs to be put on the table as a project to complete in the near future.

The cemetery fencing is under review with the engineers and they will be sending the revisions as requested soon. Utility locates have been done for the gym site. He provided an update on the crosswalks and the bathrooms for Toombs Park are under review with the engineers. He is going to make sure we own the property for Phase II at Toombs Park. The sprayfield pond is still not finished and the next step will be to reach out to another company to get the job done. Mayor Owens commented, if there is no objection from Council, to put focus on the sprayfield since

CITY MANAGER'S REPORT (cont.)

there is no imminent danger with the water tank. The city manager and councilmembers briefly discussed the installation of bike lanes with the current LMIG project. Mayor Owens commented this is something essential to the quality of life to citizens in our community and if it costs extra for the lanes, to go ahead and get in submission form for the Council during May's work session and they will allocate additional funds if needed.

MAYOR'S ANNOUNCEMENTS

Mayor Owens commented tonight they heard from a housing project complex and in the next year they will have 80 market rate apartments in the city of Camilla. That means they will have 80 apartments occupied by folks with disposable income to buy products in the city. On the low end they will be getting, potentially, about half of the citizens lost in the last 20 years with one apartment complex. Over the last couple months they have seen the Council support our police through the purchase of Formulytics to help with gang activity while at the same time promoting the AAU basketball program in the city and county and Child Abuse Prevention Month. He is extremely proud to have a Council prepared to do all of this on so many different fronts - to make sure our children are protected while at the same time giving our police department the tools they need to make sure our community is protected, not to mention a \$2.5 million Camilla Resource Center that will house the Boys and Girls Club. When you consider all that is happening in the city, he is proud of the work being done.

ADJOURNMENT

The meeting adjourned at 8:10 p.m. on motion by Councilman Pollard.

BY: _____
KELVIN M. OWENS, MAYOR

ATTEST: _____
CHERYL FORD, CLERK

AGENDA ITEM #6 - ACTION ITEMS

May 8, 2023

Presenter: Dennis Stroud, City Manager

a. MENTAL HEALTH AWARENESS MONTH

In recognition of Mental Health Awareness Month, the Mayor and Council are joining the efforts to raise mental health awareness and reducing stigma by calling upon our citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of mental health. The Council recommends approval of a Proclamation proclaiming the month of May 2023 as Mental Health Awareness Month in Camilla.

b. AGREEMENT – FUEL FARM: AIRPORT ENGINEERING DESIGN AND/OR PLANNING ASSISTANCE (GEORGIA DEPARTMENT OF TRANSPORTATION)

The Mayor and Council discussed an agreement with the Georgia Department of Transportation for airport engineering design and/or planning assistance at the Camilla-Mitchell County Airport for a new fuel farm. The Airport's existing underground fuel storage tanks are at or near the end of their useful life. This project includes the removal of the existing tanks and replacing them with two above-ground 12,000 gallon double-wall fuel storage tanks with 24-hour self-service capabilities. The Council recommends executing the agreement as presented and authorizes the Mayor to sign related Agreement documents.

c. MUNICIPAL GAS AUTHORITY OF GEORGIA – VOTING DELEGATES

The Council recommends appointing City Manager Dennis Stroud as the City's voting delegate and Utility Director Mike Atkinson as the alternate voting delegate for the Municipal Gas Authority of Georgia's Election Committee with authority to cast all votes to which the City is entitled by approval of Resolution No. 2023-05-8-1 and authorization for the Mayor to sign.

d. SAVANNAH COURT SENIORS – COMMUNITY PARTNERSHIP

The Mayor and Council received information at their May 1st work session of an opportunity for seniors living within the corporate limits to participate in exercises, activities, outings, fellowship, and meals provided by Savannah Court of Camilla. The Council recommends partnering with Savannah Court and allocating \$50,000

in American Rescue Plan Act funds to facilitate the opportunity for qualified seniors (60+ years of age) to participate in this program. A grant process will be implemented between the City and Savannah Court for payment of services rendered. Transportation for citizens who are non-drivers or require transport will be made available. The Council recommends approval to allocate the funds for the program and provide transportation as needed.

e. ETHICS BOARD APPOINTMENTS

The floor will be opened for nominations to the Ethics Board for the expiring terms of Vicki Hicks, Jermaine King, and Deborah Reiber. The term for each member appointed is two years.

f. PAY PLAN AND CLASSIFICATION AMENDMENT – PROJECT AND ACCOUNTS PAYABLE COORDINATOR

The Mayor and Council heard a request from City Manager Stroud to add to the pay plan and classification a job which continues the function of accounts payable and adds a new responsibility as project coordinator. The addition of the Project and Accounts Payable Coordinator will be a grade 20 in the City's pay plan and classification with a minimum salary of \$31,442 and a maximum of \$45,277. The Council recommends approval to amend the plan as requested.

g. PROBATION SERVICES AGREEMENT – JUDICIAL ALTERNATIVES OF GEORGIA

The Mayor and Council reviewed an agreement with Judicial Alternatives of Georgia (JAG) to provide probation services for Municipal Court. JAG, a probation services contractor, has provided this service for the City for the past 5+ years and staff recommends continuing to use them for probation services. The contract will become effective upon Council approval for a period of five years and is contingent upon a review by the city attorney.

h. SELECTION OF OFFICIAL CITY FLAG

i. GATEWAY ENTRANCES FLAG POLES

The Mayor and Council discussed the installation of three flag poles at the gateway entrances on U.S. 19 north and south. The intent is to continue beautification of the City by displaying the American flag, Georgia flag, and City flag on the poles. The Council recommends approval to move forward with installation of the poles at the two entrances.

j. MUNICIPAL GAS AUTHORITY OF GEORGIA (MGAG) TRADE CONFIRMATION FOR ALLTECH

The City has received a request from Alltech and the Municipal Gas Authority of Georgia to enter into an agreement to elect an alternate price (fixed swap) for natural gas. The election to choose an alternate price is pursuant to the Gas Supply Contract between MGAG and the City and does not alter the terms or supersede the Gas Supply Contract. The period of the agreement is from January 1, 2024 until March 31, 2024. The Council recommends approval of the request.

k. FUEL MASTER SYSTEM FOR AIRPORT

The Mayor and Council received information from Airport staff regarding issues with the current fuel management system software. New technology is being introduced and implemented at the Airport and the current fuel system is obsolete, not compatible with current technology, and no longer meets the needs for providing aviation fuel for customers. Staff recommends upgrading the Fuel Master system with the latest version at an estimated cost not to exceed \$23,000. The Council recommends approval to purchase new fuel management software for fueling operations offered at the Camilla-Mitchell County Airport.

l. SECOND AMENDMENT TO THE POWER PURCHASE CONTRACT – MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA (MEAG)

m. COUNCIL MEETING DATE CONFLICT – JULY 10TH MEETING

Due to the MEAG Power 2023 Annual Meeting being held from July 10-12, 2023 it is necessary to change the date of the July Council Meeting from July 10th to July 17th. Council recommends approval to change the date of the July meeting to July 17th.

n. JUNETEENTH FLYER APPROVAL

The Council is asked to consider and approve the flyer as presented for the Juneteenth celebration scheduled for June 17th and hosted by the City of Camilla.

o. DEPOT RENTAL RATE REDUCTION

It has come to the attention of staff managing reservations for The Depot a fee schedule is not provided for a two-day rental request. After observing rate patterns and revenue data, staff has determined the community could benefit from a Depot

rental rate reduction when renting for two consecutive days if a multi-day rate is not listed. Staff recommends a flat rate of \$750 for a consecutive two-day event.

p. MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA (MEAG) YEAR-END SETTLEMENT

The City's current selection for year-end settlements from MEAG is the evergreen selection, which designates the distribution be placed in the Flexible Operating Account – Short Term Portfolio. Mayor Owens will ask for a motion to change the designation or keep the year-end settlement as currently designated.

q. OPEN RECORDS SUPPORT

To ensure continuity of effort, the Mayor is requesting Council support to authorize City staff to request available public information regarding economic development efforts and publicly available financial information from the following authorities: Downtown Camilla Development Authority, Camilla Development Authority, and Mitchell County Development Authority.

r. LEASE AMENDMENT WITH MITCHELL COUNTY USDA SERVICE CENTER – 30 W. BROAD STREET (McNEIL BUILDING)

The Mitchell County USDA Service Center, through their lease contracting officer, has requested an extension of their lease through December 31, 2024 for city owned property located at 30 W. Broad Street and known as the McNeil Building. The Lessor (USDA) will pay the City annual rent of \$63,960 (\$5,330/month). Council recommends approval to enter into the agreement with the USDA to extend the lease until December 31, 2024 and authorizes the Mayor to sign.

Proclamation

OFFICE OF THE MAYOR

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, a lack of mental health awareness leads to devastating impacts on the wellbeing of individuals and communities; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, there is strong research that animal companionship, humor, spirituality, religion, recreation, social connections, and work-life balance can help all Americans protect their health and well-being; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with effective treatment individuals with mental health and other chronic health conditions can work toward leading full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

NOW, THEREFORE, I, KELVIN M. OWENS, MAYOR OF THE CITY OF CAMILLA AND ON BEHALF OF THE CITY COUNCIL, do hereby proclaim May 2023 as



in Camilla, Georgia and call upon the citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Camilla to be affixed this 8th day of May, 2023.

ATTEST:

Kelvin M. Owens, Mayor

Cheryl Ford, Clerk

**AGREEMENT
FOR
AIRPORT ENGINEERING DESIGN AND/OR PLANNING ASSISTANCE**

BETWEEN

GEORGIA DEPARTMENT OF TRANSPORTATION

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

And

CITY OF CAMILLA

**Project Number: AP023-9058-25(205) MITCHELL
PID – T007941**

This Agreement, entered into _____, (“Effective Date”) by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the “DEPARTMENT” and the CITY OF CAMILLA, hereinafter called the “SPONSOR”.

WHEREAS, the SPONSOR desires to accomplish the required engineering design and/or planning to meet the anticipated demand for aviation services for the CITY OF CAMILLA; and

WHEREAS, this type of engineering design and/or planning has a profound impact upon the organized system of airports in the State of Georgia; and

WHEREAS, the Federal Aviation Administration (“FAA”) may desire to participate in such engineering design and/or planning through the DEPARTMENT; and

WHEREAS, the DEPARTMENT desires to assist airports within the State through its participation in such engineering design and/or planning; and

WHEREAS, under Section 32-2-3 of the Official Code of Georgia Annotated, it is the duty of the DEPARTMENT to develop long range transportation plans; and

WHEREAS, under Section 32-9-7 of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking; and

WHEREAS, the SPONSOR has applied to the DEPARTMENT for financial assistance to accomplish the required engineering design and/or planning to meet the anticipated demand for aviation services for the CITY OF CAMILLA.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration as set out hereinafter, it is agreed by and between the DEPARTMENT and the SPONSOR that:

ARTICLE I

SCOPE AND PROCEDURE

The SPONSOR shall perform or cause to be performed the scope of work as shown in Exhibit A, hereinafter referred to as the "PROJECT", which is attached hereto and incorporated as if fully set forth herein, and for such work the DEPARTMENT shall compensate the SPONSOR in the amount and fashion as required by the pertinent provisions set out below.

ARTICLE II

AUTHORIZATION AND APPROVAL

The SPONSOR shall perform the work as described in Article I Scope and Procedure, commencing upon SPONSOR'S receipt of notice to proceed from the DEPARTMENT. Therefore, the SPONSOR shall perform its responsibilities for the PROJECT until the maximum allowable cost to the DEPARTMENT is reached or until the end of the Term set forth in Article XII, whichever comes first.

ARTICLE III

COVENANT AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant federal, state, and local laws, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure that contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the DEPARTMENT shall have the right to rescind this contract without liability, or, in its discretion to deduct from the contract

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE IV

SUBCONTRACT AND EMPLOYMENT RESTRICTIONS

Before subcontracting for any of the work required to be performed by the SPONSOR under this Agreement, the SPONSOR shall obtain the DEPARTMENT's written approval of the proposed subcontract. The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required to be performed by the SPONSOR under this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE V

REVIEW OF WORK

The SPONSOR shall submit to the DEPARTMENT written monthly status reports which detail the work elements of the PROJECT, as set out in Exhibit A, performed during the reporting period. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the SPONSOR shall be made available to representatives of the DEPARTMENT for inspection and review at all reasonable times in the office of the SPONSOR. The SPONSOR shall furnish to the DEPARTMENT copies of all correspondence, publications, and reports relating to the PROJECT as they are produced during the course of the PROJECT. The SPONSOR shall notify the DEPARTMENT of all meetings and hearings involving the PROJECT and this notification shall be sufficiently in advance of said meetings and hearings that representatives of the DEPARTMENT may attend. The DEPARTMENT has the right to participate in all such meetings and hearings.

ARTICLE VI

RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the extent allowed by law, the 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 in the performance of the work under this Agreement.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR.

To the extent allowed by law, the SPONSOR hereby indemnifies and hold harmless the DEPARTMENT, its officers, agents, and employees from and against any and all claims, damages, losses and expenses arising out of the SPONSOR'S negligent acts, errors or omissions in the performance of its professional services under this Agreement and agrees any contract with subcontractor or consultant will include such indemnification language.

The SPONSOR shall ensure that all provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR'S contractors or subcontractors.

ARTICLE VII INSURANCE

The SPONSOR shall provide insurance under this Agreement as follows:

1. It is understood that the SPONSOR *(complete the applicable statement)*:
 - ☐ shall, obtain coverage from SPONSOR'S private insurance company or cause SPONSOR'S consultant/contractor to obtain coverage
 - OR
 - ☐ is self-insured.

Prior to beginning the work, SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article VII (Insurance) of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:
 - i. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
 - ii. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
 - iii. Professional Liability (Errors and Omissions) Insurance with limits of at least:
 - a. For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;

- b. For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - c. For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
 - d. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.
3. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.
4. The insurance certificate must provide the following:
 - a. Name, address, signature and telephone number of authorized agents.
 - b. Name and address of insured.
 - c. Name of Insurance Company.
 - d. Description of coverage in standard terminology.
 - e. Policy number, policy period and limits of liability.
 - f. Name and address of DEPARTMENT as certificate holder.
 - g. Thirty (30) day notice of cancellation.
 - h. Details of any special policy exclusions.
5. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.
6. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the “Funds”), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

ARTICLE VIII COMPENSATION

A. Project Costs and the Maximum Not to Exceed Amount. The DEPARTMENT and the SPONSOR agree that the total allowable cost of the PROJECT shall be as follows:

The Maximum amount that the DEPARTMENT shall be obligated to pay is \$151,617.76. The total estimated cost of the PROJECT is ONE HUNDRED SIXTY-TWO THOUSAND ONE and 68/100 Dollars (\$162,001.68). This amount may be comprised of a combination of the following AIP and or AIG funds, as set forth specifically below. The total estimated cost of the PROJECT as described herein is shown in Exhibit B, which is hereby made a part of this Contract as fully and to be the same effect as if the same had been set forth at length in the body of this Contract.

It is further agreed that if the sum total of the actual cost of the PROJECT is less than the amounts indicated in Exhibit B, the DEPARTMENT shall be obligated to pay its pro rata share of the actual PROJECT cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in Exhibit B, whichever is less.

(a) Airport Improvement Program (AIP) Funding. The Parties understand that the maximum amount of AIP funds obligated under this Agreement is ONE HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED SEVENTEEN and 76/100 Dollars (\$151,617.76) and of that maximum amount, the AIP funds are allocated and shall apply as follows:

1. It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of FIVE THOUSAND EIGHT HUNDRED SIXTEEN and 25/100 Dollars (\$5,816.25) for the PROJECT as summarized in Exhibit B.

2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ONE HUNDRED FORTY-FIVE THOUSAND EIGHT HUNDRED ONE and 51/100 Dollars (\$145,801.51) for the PROJECT as summarized in Exhibit B.

3. It is further understood the SPONSOR'S local share of the PROJECT is in the amount of TEN THOUSAND THREE HUNDRED EIGHTY-THREE and 92/100 Dollars (\$10,383.92).

- (b) Airport Infrastructure Program (AIG) Funding. If applicable, SPONSOR understands and agrees that in addition to the representations contained in the SPONSOR'S project applications for the AIG Funds, SPONSOR agrees that pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58, Division J, Title VIII) referred to as the Bipartisan Infrastructure Law (BIL), these AIG Funds will be used for the Project at SPONSOR'S airport.

The Parties understand that the maximum amount of AIG funds obligated under this Agreement is ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the AIG funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit B.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit B.
3. It is further understood the SPONSOR'S local share of the project is in the amount of ZERO and 00/100 Dollars (\$0.00).

ARTICLE IX

MONTHLY PAYMENT

Payments by the DEPARTMENT shall be made upon the submission of a monthly and itemized voucher showing to the satisfaction of the DEPARTMENT the PROJECT cost incurred for the work elements performed during the period covered by the accepted PROJECT. The payments by the DEPARTMENT for the work completed, as evidenced by the itemized voucher, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

SPONSOR must initiate a payment request for PROJECT accomplishments in accordance with PROJECT progress and receipt of contractor invoices on a monthly basis, but in the event monthly invoices are not accrued, on a quarterly basis. Nonetheless, in the event there is continued

grant payment inactivity, defined as no drawdowns over a six (6) month period, and no invoices are received, SPONSOR is hereby advised that such can be cause for termination of this grant agreement.

ARTICLE X

FINAL PAYMENT

It is further agreed that after completion of the work, the SPONSOR shall submit to the DEPARTMENT a final invoice and a letter of acceptance by the SPONSOR specifying the PROJECT has been completed satisfactorily and in accordance with the work defined in Exhibit A. The DEPARTMENT, at its discretion, may conduct an audit of the PROJECT cost. Upon approval of the invoice, the DEPARTMENT will pay to the SPONSOR a sum equal to the amount of compensation as determined under Article VIII. Should the PROJECT be disapproved by the DEPARTMENT, the DEPARTMENT will not be obligated to make final payment to the SPONSOR. The DEPARTMENT's approval will be withheld only upon good and valid cause being shown.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, cost incurred, or otherwise arising out of this Agreement, and shall release the DEPARTMENT from any and all claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished in connection with same.

ARTICLE XI

MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and shall make such material available at all reasonable times during this period of the contract, and for three years from the date of final payment under the contract, for inspection by the DEPARTMENT, and any reviewing agencies, and copies thereof shall be furnished upon request.

The SPONSOR agrees that the provisions of the Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

ARTICLE XII

TERM AND TERMINATION

The Term of this Agreement shall be two (2) years from the Effective Date (the "Term"), unless terminated earlier in accordance with this Article XII (Term and Termination).

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon 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.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage work completed for said work element.

ARTICLE XIII

PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

IT IS FURTHER AGREED that all releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents of this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Georgia Department of Transportation, State of Georgia or the Federal Aviation Administration. This publication does not constitute a standard, specification or regulation."

IT IS FURTHER AGREED that any information concerning the PROJECT, its conduct, results or data gathered or processed shall not be released other than as required under the Georgia Open Records Act, Section 50-18-70, et seq., O.C.G.A. Any request for information directed to the SPONSOR, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the SPONSOR in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Act. Further, the SPONSOR agrees to consult with the DEPARTMENT prior to releasing the requested documents.

Should any such information be released by the SPONSOR other than as set out above and without prior approval from the DEPARTMENT, the release of the same may be grounds for termination of the Agreement without indemnity to the SPONSOR.

ARTICLE XIV

SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the service under this contract, the DEPARTMENT materially changes the scope, character, complexity or duration of the services from those required under the basic contract, a supplemental agreement may be executed between the parties. Minor changes in the proposal which do not involve increased compensation, extension of time or changes in the goals and objectives of the parties may be made by written notification of such change by either party with written approval by the other party.

ARTICLE XV

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. All suits arising out of or related to this Agreement shall be filed in the Superior Court of Fulton County.

ARTICLE XVI

AUDIT REQUIREMENTS

- A. State Audit. In accordance with the provisions of O.C.G.A. § 36-81-7, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit H, which is hereby made a part of this Agreement, as if fully set out herein.
- B. Federal Audit for Sponsors. The SPONSOR must provide 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 <https://harvester.census.gov/facweb>. Upon request of FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

ARTICLE XVII

COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that the provisions of the Official Code of Georgia Annotated, Sections 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.
- B. 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.
- C. IT IS FURTHER CERTIFIED that 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, as stated in Exhibit D of this Agreement.
- D. Pursuant to Section 50-5-85 of the Official Code of Georgia Annotated, 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.
- E. IT IS FURTHER CERTIFIED that the provisions of Section 13-10-91 of the Official Code of Georgia Annotated, related to the "Georgia Security and Immigration Compliance Act" have been complied with in full, as stated in Exhibit I of this Agreement.
- F. 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.
- G. Exhibits A through K are attached hereto and incorporated herein by reference.
- H. IT IS FURTHER AGREED that if federal funds are included in the PROJECT, the SPONSOR shall comply and shall require its subcontractors to comply with the "TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS", dated February 2020. A copy of the compliance document is available from the DEPARTMENT'S Aviation Programs office or the Atlanta Airports District Office of the Federal Aviation Administration.
- I. It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT

Order 3902.10, Text Messaging While Driving, December 30, 2009.

- J. It is FURTHER AGREED that the SPONSOR shall comply with the "Special Conditions" as stated in Attachment 1.
- K. FAA Airport Sponsor Assurances. It is understood and agreed that the FAA Airport Sponsor Assurances, attached hereto and incorporated herein as Exhibit K, shall be complied with, completed, and submitted by SPONSOR to the DEPARTMENT, where necessary and as required therein.
- L. FAA Certifications. Prior to the issuance of the Notice to Proceed ("NTP"), SPONSOR shall complete and submit to the DEPARTMENT all applicable Airport Improvement Program (AIP) Sponsor's certifications as requested by the DEPARTMENT. SPONSOR shall comply with all requirements where necessary and as required therein.

ARTICLE XVIII

MISCELLANEOUS

- A. Assignment. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Parties, which consent will not be unreasonably withheld.
- B. Non-Waiver. No failure of any Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by another Party with the provisions of this Agreement, and no custom or practice of any Party at variance with the terms and conditions of this Agreement, will constitute a waiver of any Party's right to demand exact and strict compliance by another Party with the terms and conditions of this Agreement.
- C. Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of each Party and the successors and assigns of each Party.
- D. Time of the Essence. All time limits stated herein are of the essence of this Agreement.
- E. Preamble, Recitals and Exhibits. The Preamble, Recitals, Exhibits and Appendices hereto are a part of this Agreement and are incorporated herein by reference.
- F. Severability. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable

provision had never been contained herein.

- G. Captions. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
- H. Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
- I. Execution. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.
- J. No Third-Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
- K. Entire Agreement. This Agreement supersedes all prior negotiations, discussions, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of any Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on any Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by all Parties and incorporated in and by reference made a part hereof.

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

BY:

GEORGIA DEPARTMENT OF
TRANSPORTATION:

DATE: _____

COMMISSIONER

ATTEST: _____
(SEAL)

CITY OF CAMILLA:

DATE: _____

MAYOR

PRINTED NAME

THIS CONTRACT APPROVED BY:

CITY OF CAMILLA

AT A MEETING HELD AT:

DATE: _____

CLERK (SEAL)

FEDERAL ID/IRS#

STATE OF GEORGIA

(Political Subdivision)

BE IT RESOLVED by _____ and it is
hereby resolved, that an agreement, relative to airport engineering for _____
_____ with the Department of Transportation, State of Georgia and that
the Honorable _____, as _____
is hereby authorized and directed to execute the same for and on behalf of the _____

(Political Subdivision)

Passed and adopted, on this _____

ATTEST

Clerk of (Political Subdivision)

Contracting Official & Title

STATE OF GEORGIA

(Political Subdivision)

do hereby certify that I am custodian of the books and records of _____
_____, and that the above and foregoing is a true and correct copy of the original
resolution now on file in my office and same was passed and adopted by the _____
_____ on the date indicated above.

Witness by hand and official signature on _____.

Clerk of (Political Subdivision)

Camilla-Mitchell County Airport (CXU)
Camilla, GA

EXHIBIT A
SCOPE OF WORK

DESIGN FUEL FACILITY REPLACEMENT & RELOCATION

GDOT PROJECT NUMBER: AP023-9058-25 (205) Mitchell
PID: T007941

The Airport Sponsor, the City of Camilla, will provide engineering design phase services for the proposed Fuel Facility Replacement & Relocation project at Camilla-Mitchell County Airport. The airport's existing underground fuel storage tanks (USTs) are at or near the end of their useful life. The project includes the removal of the existing USTs; and replacing them with two (2) above-ground 12,000 gallon double-wall UL-142 fuel storage tanks (AvGas and Jet A) with 24-hour self-service capabilities. The engineering design phase services will consist of the preparation of a plan set, contract documents, and technical specifications sufficient to advertise for bids, receive construction proposals, and award a construction contract. More specifically, the design services will include the following elements of work:

- **Element 1 – Project Formulation** will consist of the following:
 1. Prepare work scope.
 2. Prepare for and conduct scoping conference calls.
 3. Perform a site visit and meet with airport management to observe current site conditions.
 4. Attend a scoping meeting.
 5. Prepare and submit a Categorical Exclusion checklist form for GDOT review.
 6. Submittal of the FAA 7460-1 Notice of Proposed Construction or Alteration via the OE/AAA portal. Draft copies of the 7460-1 materials shall be submitted to GDOT for review and approval prior to submittal via the OE/AAA portal. Three (3) submittals are anticipated (during construction conditions, post-construction conditions, and the CSPP narrative report).
- **Element 2 – Survey Work.** A topographic survey will be performed for the project area. The total area to be surveyed is approximately 2 acres. Contours will be generated to a 0.5' interval; and will be based on NAVD 88 datum and state plane coordinates; and will be tied to the airport PACS and SACS, if possible. This mapping will be the basis of the design drawings. Items to be located within the project area include the following:
 - Hangar buildings.
 - Edge of apron pavement.
 - Taxiway centerline pavement markings, tie-down pavement markings, and anchors.
 - Existing fuel farm features (dispensers, fill ports, vent lines, sumps, etc.).
 - Fence line surrounding the existing fuel farm.
 - Other above-ground items found in or immediately adjacent to the project area.
 - Underground utilities, as marked following an 811 utility locate request. Detailed utility location, including burial depths, shall be the responsibility of the contractor.

Included in this Element is a site visit to compare the survey to the existing site conditions, to check the survey for accuracy and completeness, and to familiarize the design team with the project site. Also included efforts to solicit a proposal from the surveying subconsultant, to incorporate the

proposal into the overall scope and fee document, to direct the subconsultant, to coordinate the field work with the subconsultant, and to process any subconsultant invoices.

- **Element 3 – Geotechnical Investigation.** A multi-faceted pre-design geotechnical investigation will be performed in the area surrounding the existing underground fuel storage tanks (USTs) and in the proposed above-ground fuel storage tank location. A limited soil investigation will be performed in the immediate vicinity of the USTs, the existing above-ground fuel storage trailer, the existing fuel dispensers, the existing product piping, and the proposed fuel storage tank location. Up to seven (7) soil borings will be performed, with soil samples being collected, field-screened, tested, and analyzed to assess the existence of volatile organic compounds (VOCs) and polycyclic aromatic hydrocarbons (PAHs). Three (3) Standard Penetration Test borings to depths of 25 feet shall be performed, with representative soil samples being collected at each boring location to provide sufficient site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. Laboratory testing (CBR, soil proctor, wash no. 200 grain-size analysis, Atterberg limits, etc.) and engineering analysis will be performed to support the preparation of an engineering report.

Included in this Element is a thorough review of the geotechnical reports and a conference call with the geotechnical engineering team to discuss the findings of their investigation. Also included are efforts to solicit a proposal from the geotechnical engineering subconsultant, to incorporate the proposal into the overall scope and fee document, to direct the subconsultant, to coordinate the field work with the subconsultant, and to process any subconsultant invoices.

- **Element 4 – Construction Plans** will consist of the following:
 1. Prepare a plan set that is anticipated to be made up of the following plan sheets:
 - a. Cover Sheet
 - b. Summary of Quantities
 - c. Project Layout and Construction Safety & Phasing Plans
 - d. General Notes & Safety Plan Details
 - e. Demolition Plans, Notes, and Details
 - f. Geometric Layout Plans, Notes, and Details
 - g. Grading & Drainage Plans, Notes, and Details
 - h. Erosion Control Plans, Notes, and Details
 - i. Paving Plans, Notes, and Details
 - j. Marking Plans, Notes, and Details
 - k. Utility Plans, Notes, and Details
 2. Prepare a Construction Safety and Phasing Plan (CSPP) Narrative Report.
 3. Prepare a base plan by processing the topographic survey.
 4. Perform a site visit (by fuel systems subconsultant) to familiarize with the project area, discuss airport management's specific needs, determine the best orientation for the new fuel system, and evaluate the availability of power supply, delivery truck access, potential fire code issues, storm water drainage patterns, and other project-related items.
 5. Design the proposed fuel system, including tank selection and design of the pumping system, electrical system, concrete support pad, and concrete fuel transfer pad. Plan sheets will include:
 - a. Structural design (concrete tank pad, loading/off-loading fuel transfer pad).
 - b. Electrical design (panel, conduits, wiring, grounding).
 - c. Mechanical design (tanks, pumps, motors, piping, valves).
 6. Perform a second site visit (by fuel systems subconsultant) to confirm the design elements and to conduct a meeting with the state and local fire marshal prior to construction.

7. Included in this Element are efforts related to the management of the project, including one (1) virtual design review meeting with City staff, periodic quality control (QC) checks of the construction plans, project status updates, grant administration, and other project management-related tasks.
 8. Also included in this Element is a thorough review of the structural, mechanical, and electrical design plans and specifications by the design team; as well as the Consultant's efforts to solicit a proposal from the fuel systems design subconsultant, to incorporate the proposal into the overall scope document, to direct the subconsultant, to coordinate the field work with the subconsultant and airport management, and to process any subconsultant invoices.
- **Element 5 – Contract Documents** will consist of the following:
 1. Prepare bid documents suitable to advertise for competitive bids, including the following:
 - a. Front end contract documents, including the advertisement for bids, instructions to bidders, bid documents, contract documents, bid bond, performance bond, payment bond, and DBE-related documentation.
 - b. Technical specifications, including the applicable FAA and/or GDOT specifications to include GDOT Special Provisions to published specifications.
 - c. Specifications related to the proper closure of the two (2) existing underground fuel storage tanks (USTs) in accordance with federal EPA and State of Georgia environmental regulatory requirements.
 2. Prepare an engineering cost estimate for the project.
 - **Element 6 – Engineer's Design Report** will include a detailed description of the proposed project construction, results of the geotechnical investigation, design calculations, and discussion of the rationale for design decisions and recommendations related to the project's design elements.
 - **Element 7 – Coordination, Review, and Comments** will consist of the following:
 1. Submit "pre-final" (90% complete) construction plans & contract documents for GDOT review.
 2. Address review comments received from GDOT; and develop the construction plans and contract documents from a 90% complete state to a 100% complete, or "ready to bid" state.
 3. Submit revised construction plans and contract documents to GDOT for review and approval.
 4. Preparation and submittal of a soil erosion and sedimentation control plan review package to the Georgia Soil and Water Conservation Commission (GSWCC) is not included in the scope of work. The bid documents shall specify that the contractor is responsible for engaging a professional engineer to prepare the required erosion control documents and to secure any required permits through the governing authority.

This project will be designed in accordance with the provisions of the FAA AC 150/5300-13B (Airport Design), AC 150/5370-10H (Standard Specifications for Construction of Airports), and Code of Federal Regulations Chapter 40 Part 112 "Oil Pollution Prevention," and applicable fire codes, building codes, recommended practices of the American Petroleum Institute (API), and applicable elements of ATA Specification 103. All construction details will conform to FAA or GDOT Specifications.

Time of performance: "100% complete" bid package is anticipated to be complete within 180 days of receipt of Notice to Proceed.

Deliverables will consist of the following:

1. One (1) PDF copy of the completed Categorical Exclusion checklist form.
2. One (1) PDF copy of the Geotechnical Reports.
3. One (1) PDF copy of the draft 7460-1 forms and accompanying exhibit(s).
4. One (1) PDF copy of the "90% complete" bid package (plans, contract docs, technical specs).

5. One (1) PDF copy of the "ready for bid" Construction Plans and Technical Specifications.
6. One (1) PDF copy of the preliminary engineering cost estimate.
7. One (1) PDF copy of the Engineer's Design Report.

Construction contract from GDOT will not be initiated until receipt of all deliverables.

End Exhibit A.

DRAFT

**CAMILLA-MITCHELL COUNTY AIRPORT
CAMILLA, GEORGIA**

EXHIBIT B

SCHEDULE OF PAYMENTS

**GDOT PROJECT NUMBER: AP023-9058-25(205) Mitchell
PID-T007941**

DESIGN FUEL FACILITY REPLACEMENT & RELOCATION; CONSTRUCT HANGAR PHASE FINAL

ELEMENT	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
Part 1 Federal Funds FY22 SBGP-044-2022							22168		
1	Construct Corporate Hangar Ph (Reimbursement for T007528)	EA	45676.68	\$1.00	\$45,676.68	90%	\$41,109.01	0%	\$0.00
2	Project Formulation	EA	10000	\$1.00	\$10,000.00	90%	\$9,000.00	5%	\$500.00
3	Survey Work	EA	6750	\$1.00	\$6,750.00	90%	\$6,075.00	5%	\$337.50
4	Geotechnical Investigation	EA	17250	\$1.00	\$17,250.00	90%	\$15,525.00	5%	\$862.50
5	Construction Plans	EA	64975	\$1.00	\$64,975.00	90%	\$58,477.50	5%	\$3,248.75
6	Contract Documents	EA	8250	\$1.00	\$8,250.00	90%	\$7,425.00	5%	\$412.50
7	Engineer's Design Report	EA	3425	\$1.00	\$3,425.00	90%	\$3,082.50	5%	\$171.25
8	Coordination, Review, and Comments	EA	5675	\$1.00	\$5,675.00	90%	\$5,107.50	5%	\$283.75
Total Part 1 Federal Funds FY22					\$162,001.68		\$145,801.51		\$5,816.25
Total Project Cost					\$162,001.68		\$145,801.51		\$5,816.25

<u>Federal Grant Number & FAIN</u>	<u>Award Date</u>	<u>Amount</u>	<u>Fund Source</u>	<u>Activity Code</u>
3-13-SBGP-044-2022	6/23/2022	\$145,801.51	22168	AVNP
State FY23	N/A	<u>\$5,816.25</u>	01225	AVIA
Total Maximum Obligation of State and Federal Funds this Contract:		\$151,617.76		

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) **Compliance with Regulations:** 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) **Nondiscrimination:** 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) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** 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) **Information and Reports:** 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 Aviation 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 Aviation Administration as appropriate, and shall set forth in detail what efforts it has made to obtain this information.

(5) **Sanctions for Noncompliance:** 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 Aviation 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) **Incorporation of Provisions:** 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 Aviation 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 _____ ("Sponsor" or "contractor") whose address is _____, 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 contractor's employees during the performance of the contract; and
- (3) Each subcontractor hired by the contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor 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.

Date

Signature

EXHIBIT E

CERTIFICATION OF SPONSOR

I hereby certify that I am the _____ and duly authorized representative of the firm of _____ whose address is _____ . I hereby certify to the best of my knowledge and belief that:

1. 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 that 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.

Date

Signature

DRAFT

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.

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 _____ and duly authorized representative of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (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.

Date

Signature

Clerk (SEAL)

Instructions for Appendix 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 Appendix C.
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, Appendix C, 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 _____ whose address is _____, 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.

Date

Signature



EXHIBIT I

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CITY OF CAMILLA
Solicitation/Contract No./ Call No. or Project Description:	T007941-AP023-9058-25(205) Mitchell – Design Fuel Facility Replacement & Relocate; Construct Hangar Phase-Final at the Camilla-Mitchell County Airport in Camilla, GA

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
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

11-16-2007
Date of Authorization

City of Camilla
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Kelvin M. Owens
Printed Name (of Authorized Officer or Agent of Contractor)

Mayor
Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

Notary Public [NOTARY SEAL]

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.

Signature: _____

Name: _____

Position: _____

Company: _____

EXHIBIT K
FAA Airport Sponsor Assurances

FAA Airport Sponsor Assurances shall begin on the following pages.

DRAFT



FAA Airports

ASSURANCES AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. 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.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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 Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- 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, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 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, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- 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. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- 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 Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

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.^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 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.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 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.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹These laws do not apply to airport planning sponsors.

²These laws do not apply to private sponsors.

³2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ 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.

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 project; that a resolution, motion or similar action has been duly adopted or passed as an official act of 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 project 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. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. If 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.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. 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. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. 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 these assurances for the duration of these assurances.
- f. 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 ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this 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.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, 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. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. 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 project 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.

14. 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 under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), 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.

15. 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 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. 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;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots 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.

20. 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.

21. 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. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it 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 and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. 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. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. 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.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. 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 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.

29. 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:
1. 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;
 2. 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.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and 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 49 CFR §§ 21.23(b) and 21.23(e), 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
1. 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 Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- "The (Name of Sponsor), 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, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."
- e. Required Contract Provisions.
1. 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 Department of Transportation (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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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, project, 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, project, or program.
- f. 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.
- g. 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.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which 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.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. 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.

37. 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 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 an agency, a Member of Congress, an officer or employee of Congress, or an 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 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. 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 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION		
<input type="text"/>		
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Prefix: <input type="text"/>	* First Name: <input type="text"/>	Middle Name: <input type="text"/>
* Last Name: <input type="text"/>	Suffix: <input type="text"/>	
* Title: <input type="text"/>		
* SIGNATURE: <input type="text"/>	* DATE: <input type="text"/>	

ATTACHMENT 1 SPECIAL CONDITIONS

1. **Plans and Specifications Prior to Bidding.** The Sponsor agrees to submit plans and specifications for FAA review prior to advertising for bids.
2. **Plans and Specifications Approval Based Upon Certification.** The FAA, the State, and the Sponsor agree that the State/FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
 - a. The State's and Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP or supplemental appropriation standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a State's and Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with its certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.
3. **Design Grant.** This Grant Agreement is being issued in order to complete the design of a project funded under this Grant Agreement. The Sponsor understands and agrees, that within 2 years after the design is completed, the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within two (2) years from the execution of this Grant Agreement, the State may suspend or terminate grants related to the design.
4. **Revenue Producing Project.** The Sponsor agrees and understands that the Sponsor has certified to the State/FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees not to seek AIP discretionary grant funds or priority grant funds for the airside needs of the Airport for the two fiscal years following the fiscal year in which this Grant is issued. All revenue generated by a project funded under this Grant Agreement must be used for the operation and maintenance of the Airport in accordance with the Airport Sponsors Grant Assurances, 49 U.S.C. § 47133, and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended).

- Airport Name: **Camilla Mitchell County**
- City: **Camilla**
- Airport Sponsor: **City of Camilla**
- Project Name: **Design Fuel Facility Replacement and Relocation**
- Draft contract: **Sent to City on 4/3/23**
- Who is the consultant for the project: **Passero Associates**
- Unique Entity ID: **TFBWFQANHNK1**
- Date of Environmental documentation: **Environmental will be requested at a later date**
- Request Copy of Insurance Certificate **Insurance Cert will be requested at a later date**
- Attached are the sponsor certifications for completion prior to NTP
 - FAA 5100-129-final project-due at closeout/last payment
 - FAA 5100-130-drug fee
 - FAA 5100-132-plans/specs
 - FAA 5100-134-consultant
 - FAA 5100-135-conflict of interest
- Date the contract will be approved by airport commission/board (if applicable): **N/A**
- Date the contract will be approved by city: **May 1, 2023**
- Date the official contract can be sent via docusign for local execution: **May 2, 2023**
- Airport Manager contact information in order to receive email notification the contract has been sent for local execution
 - Name **Randy Pool**
 - Email randy.pool@cityofcamilla.net

Contract Signatories: (Separate persons are required for the 3 contract signatories. Separate emails are also required for each individual. The same email for different people is not allowed through docusign.)

Mayor

- Name **Kelvin Owens**
- Email Kelvin.Owens@cityofcamilla.com
- Phone Number **229-328-3382**

Clerk

- Name **CHERYL FORD**
- Email cford@cityofcamilla.com
- Phone Number **229-330-2325**

Notary

- Name **TEKLA SELLARS**
- Email tekla@cityofcamilla.com
- Phone Number **229-330-2317**

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☐ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☐ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☐ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☐ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☐ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☐ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☐ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☐ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
☐ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
☐ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
☐ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
☐ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
☐ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
☐ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
☐ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
☐ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☐ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☐ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☐ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☐ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☐ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☐ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☐ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☐ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☐ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☐ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☐ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☐ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☐ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☐ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☐ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☐ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☐ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☐ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☐ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

CITY OF CAMILLA, GEORGIA

RESOLUTION NO. 2023-05-08-1

BE IT RESOLVED by the Mayor and City Council of the City of Camilla that Dennis Stroud is hereby appointed to serve as this City's voting delegate on the Municipal Gas Authority of Georgia's Election Committee, with authority to cast all votes to which this City is entitled. Mike Atkinson is appointed alternate voting delegate.

This 8th day of May, 2023.

CITY OF CAMILLA, GEORGIA

KELVIN M. OWENS, Mayor

ATTEST:

City Clerk

[SEAL]

**MEMBERS
MUNICIPAL GAS AUTHORITY
MEMBERSHIP ELECTION COMMITTEE
(Last Revised March 13, 2023)**

MEMBER SYSTEM	ELECTION COMMITTEE REPRESENTATIVE	ELECTION COMMITTEE ALTERNATE
Adairsville	Steve Smith	Caleb Martin
Adel	Luther L. Duke III	John H. Flythe
Albany	Jim Deal	Ryshari Burley
Americus	David Wooden	Darrell King
Andersonville		
Ashburn	Joseph Adam Lavender	Demario Byrd
Bainbridge	Chris Hobby	Bo Ladner
Blakely	Danny Thomas Tye	Melinda Crook
Bowman	Roberta Rice	Loyd Ivester
Buford	Phillip Beard	Bryan Kerlin & Daren Perkins
Byron	Michael L. Chidester	Tiffany Bibb
Cairo	Rod Prince	Chris Addleton
Camilla	Steve Sykes	Mike Atkinson
Claxton	Terry Branch	Diane Parker
Cochran	Gary Ates	Jimmy Jones
Colquitt	Cory J. Thomas	Craig Tully
Commerce	Keith Burchett	James Wascher
Covington	Mike Jewell	John King
Dawson	William Tracy Hester	Joseph Carter
Decatur County	Alan Thomas	Pete Stephens
Doerun	Eddie Harp	Mike Blair
Donalsonville	Steven W. Hicks	Ronald Johnson
Douglas	Tony Paulk	Michael Hudson
Dublin	Matthew Bradshaw	Joshua W. Powell and Joshua E. Kight
Eatonton	Gary M. Sanders	Alvin Butts
Edison	Walt Pierce	Reeves Lane
Elberton	R. Daniel Graves	Lanier Dunn
Fitzgerald	Jeff Lewis	Robert Levenson
Fort Valley ⁱ	Chairman (current: Alre' Horton)	General Manager (current: Clay Walker)
Grantville	Doug Jewell	Ruby Hines
Greensboro	Cory Williams	Larry Postell

ⁱ Appointed by title (Chairman and General Manager).

* DENNIS STRAU

MUNICIPAL GAS AUTHORITY OF GEORGIA
DISTRIBUTION OF VOTES FOR 2023
ELECTION BY AUTHORITY GEORGIA MEMBERS

MEMBER	STANDARD VOTES	TOTAL MCF PIPELINE CAPACITY	% OF TOTAL	NUMBER OF VOTES	MCF GAS PURCHASED	% OF TOTAL	NUMBER OF VOTES	TOTAL NUMBER OF VOTES
Adairsville	1.000	4,610	1.28%	0.847	931,883	2.12%	1.402	3.249
Adel	1.000	1,095	0.30%	0.201	175,338	0.40%	0.264	1.465
Albany	1.000	16,817	4.68%	3.090	1,923,845	4.39%	2.894	6.984
Americus	1.000	2,578	0.72%	0.474	218,966	0.50%	0.329	1.803
Andersonville	1.000	62	0.02%	0.011	1,666	0.00%	0.003	1.014
Ashburn	1.000	502	0.14%	0.092	76,800	0.18%	0.116	1.208
Bainbridge	1.000	1,260	0.35%	0.232	226,320	0.52%	0.340	1.572
Blakely	1.000	884	0.25%	0.162	156,926	0.36%	0.236	1.398
Bowman	1.000	180	0.05%	0.033	9,908	0.02%	0.015	1.048
Buford	1.000	57,820	16.10%	10.625	3,587,844	8.18%	5.398	17.023
Byron	1.000	1,499	0.42%	0.275	274,978	0.63%	0.414	1.689
Cairo	1.000	1,251	0.35%	0.230	117,250	0.27%	0.176	1.406
Camilla	1.000	2,676	0.75%	0.492	502,797	1.15%	0.756	2.248
Claxton	1.000	1,023	0.28%	0.188	270,631	0.62%	0.407	1.595
Cochran	1.000	4,704	1.31%	0.864	636,378	1.45%	0.957	2.821
Colquitt	1.000	140	0.04%	0.026	36,436	0.08%	0.055	1.081
Commerce	1.000	8,960	2.49%	1.647	1,371,415	3.13%	2.063	4,710
Covington	1.000	13,253	3.69%	2.435	2,251,351	5.13%	3.387	6.822
Dawson	1.000	1,252	0.35%	0.230	280,546	0.64%	0.422	1.652
Decatur County	1.000	249	0.07%	0.046	92,841	0.21%	0.140	1.186
Doerun	1.000	250	0.07%	0.046	43,723	0.10%	0.066	1.112
Donalsonville	1.000	250	0.07%	0.046	66,606	0.15%	0.100	1.146
Douglas	1.000	4,079	1.14%	0.750	803,589	1.83%	1.209	2.959
Dublin	1.000	8,904	2.48%	1.636	3,187,842	7.27%	4.796	7.432
Eatonville	1.000	3,031	0.84%	0.557	120,607	0.27%	0.181	1.738
Edison	1.000	250	0.07%	0.046	33,072	0.08%	0.050	1.096
Elberton	1.000	4,740	1.32%	0.871	362,238	0.83%	0.545	2.416
Fitzgerald	1.000	3,159	0.88%	0.581	826,619	1.88%	1.244	2.825
Fort Valley	1.000	4,490	1.25%	0.825	536,368	1.22%	0.807	2.632
Grantville	1.000	518	0.14%	0.095	29,956	0.07%	0.045	1.140
Greensboro	1.000	3,615	1.01%	0.664	823,047	1.88%	1.238	2.902
Hartwell	1.000	5,463	1.52%	1.004	617,235	1.41%	0.929	2.933
Hawkinsville	1.000	6,012	1.67%	1.105	1,217,760	2.78%	1.832	3.937
Hogansville	1.000	1,599	0.45%	0.294	101,169	0.23%	0.152	1.446
LaFayette	1.000	3,229	0.90%	0.593	249,985	0.57%	0.376	1.969
Lawrenceville	1.000	66,743	18.58%	12.265	4,246,197	9.68%	6.388	19.653
Louisville	1.000	1,062	0.30%	0.195	104,979	0.24%	0.158	1.353
Lumpkin	1.000	164	0.05%	0.030	17,215	0.04%	0.026	1.056
Madison	1.000	3,963	1.10%	0.728	361,726	0.82%	0.544	2.272
Millen	1.000	2,179	0.61%	0.400	355,008	0.81%	0.534	1.934
Monroe	1.000	5,084	1.42%	0.934	357,258	0.81%	0.537	2.471
Monticello	1.000	1,290	0.36%	0.237	67,356	0.15%	0.101	1.338
Moultrie	1.000	2,202	0.61%	0.405	305,746	0.70%	0.460	1.865
Nashville	1.000	986	0.27%	0.181	209,726	0.48%	0.316	1.497
Pelham	1.000	483	0.13%	0.089	33,693	0.08%	0.051	1.140
Perry	1.000	7,745	2.16%	1.423	1,005,634	2.29%	1.513	3.936
Quitman	1.000	865	0.24%	0.159	110,403	0.25%	0.166	1.325
Royston	1.000	4,045	1.13%	0.743	276,717	0.63%	0.416	2.159
Social Circle	1.000	4,073	1.13%	0.748	654,091	1.49%	0.984	2.732
Sparta	1.000	722	0.20%	0.133	65,441	0.15%	0.098	1.231
Statesboro	1.000	3,519	0.98%	0.647	533,208	1.22%	0.802	2.449
Sugar Hill	1.000	14,792	4.12%	2.718	847,194	1.93%	1.275	4.993
Summerville	1.000	5,713	1.59%	1.050	687,007	1.57%	1.034	3.084
Sylvania	1.000	975	0.27%	0.179	721,258	1.64%	1.085	2.264
Sylvester	1.000	1,027	0.29%	0.189	60,887	0.14%	0.092	1.281
Thomasville	1.000	3,016	0.84%	0.554	453,803	1.03%	0.683	2.237
Thomson	1.000	3,462	0.96%	0.636	1,177,068	2.68%	1.771	3.407
Tifton	1.000	3,238	0.90%	0.595	566,150	1.29%	0.852	2.447
Toccoa	1.000	10,535	2.93%	1.936	1,307,802	2.98%	1.968	4.904
Trion	1.000	3,035	0.85%	0.558	794,879	1.81%	1.196	2.754
Union Point	1.000	226	0.06%	0.042	96,760	0.22%	0.146	1.188
Vienna	1.000	838	0.23%	0.154	151,138	0.34%	0.227	1.381
Warner Robins	1.000	23,479	6.54%	4.316	4,721,768	10.76%	7.104	12.420
Waynesboro	1.000	1,819	0.51%	0.334	124,156	0.28%	0.187	1.521
West Point	1.000	2,001	0.56%	0.368	119,283	0.27%	0.179	1.547
Winder	1.000	9,472	2.64%	1.741	1,171,605	2.67%	1.763	4.504
TOTALS	66.000	359,157	100.00%	66.000	43,869,091	100.00%	66.000	198.000

NOTES TO VOTE SCHEDULE:

Balance fractional shares: Total MCF Pipeline Capacity Column (E): Added .001 to Warner Robins to adjust rounding for Mid State Energy Allocation
Purchases Votes Column (F): Added 0.0001 to Warner Robins to adjust rounding for Mid State Energy Allocation

Definitions: MCF Demand: Firm services to the citygate, including one-part capacity, peaking services, delivered supply, and seasonal capacity purchased or (sold)

MCF Purchased: Gas volumes purchased by a city from the Authority for resale to its customers; excludes enduser transportation volumes.

Other notes: Union Point split with Greensboro based on sales data furnished by Tri County Natural Gas

MAX
PROPOSED 2023

NON-EXEMPT POSITIONS
As of April 2023

Department(s)	Position	Grade	Minimum - Hourly	Minimum - Annual	Midpoint - Hourly	Midpoint - Annual	Maximum - Hourly	Maximum - Annual
GG Buildings	CUSTODIAN / JANITOR	17	12.00	\$ 24,960.00	\$ 14.64	\$ 30,451.20	\$ 17.28	\$ 35,942.40
Public Works	LABORER	17	12.00	\$ 24,960.00	\$ 14.64	\$ 30,451.20	\$ 17.28	\$ 35,942.40
Natural Gas	LABORER	17	12.00	\$ 24,960.00	\$ 14.64	\$ 30,451.20	\$ 17.28	\$ 35,942.40
Water Sewer	LABORER	17	12.00	\$ 24,960.00	\$ 14.64	\$ 30,451.20	\$ 17.28	\$ 35,942.40
Planning	MAINTENANCE TECHNICIAN	17	12.00	\$ 24,960.00	\$ 14.64	\$ 30,451.20	\$ 17.28	\$ 35,942.40
Multi	ADMINISTRATIVE ASSISTANT I	18	12.96	\$ 26,956.80	\$ 15.81	\$ 32,887.30	\$ 18.66	\$ 38,817.79
Customer Service	CASHIER	18	12.96	\$ 26,956.80	\$ 15.81	\$ 32,887.30	\$ 18.66	\$ 38,817.79
Public Works	EQUIPMENT OPERATOR	18	12.96	\$ 26,956.80	\$ 15.81	\$ 32,887.30	\$ 18.66	\$ 38,817.79
Public Works	PARK ATTENDANT	18	12.96	\$ 26,956.80	\$ 15.81	\$ 32,887.30	\$ 18.66	\$ 38,817.79
Water Sewer	EQUIPMENT OPERATOR	18	12.96	\$ 26,956.80	\$ 15.81	\$ 32,887.30	\$ 18.66	\$ 38,817.79
Natural Gas	GAS UTILITY WORKER I	18	12.96	\$ 26,956.80	\$ 15.81	\$ 32,887.30	\$ 18.66	\$ 38,817.79
Financial Services	ACCOUNTING CLERK	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Customer Service	CUSTOMER SERVICE REPRESENTATIVE	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Solid Waste	EQUIPMENT OPERATOR/CDL - SOLID WASTE	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Public Works	EQUIPMENT OPERATOR/CDL	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Water Sewer	EQUIPMENT OPERATOR/CDL	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Natural Gas	GAS UTILITY WORKER II	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Customer Service	HEAD CASHIER	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Shop	MECHANIC ASSISTANT	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Water Sewer	TREATMENT PLANT OPERATOR	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Multi	PROJECT AND ACCOUNTS PAYABLE COORDINATOR	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Multi	ADMINISTRATIVE ASSISTANT II	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Airport	AIRPORT ASSISTANT	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Electric	ELECTRIC GROUND WORKER	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Water Sewer	MAINTENANCE TECHNICIAN	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Customer Service	METER SERVICE TECHNICIAN	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Planning	PLANNING ADMINISTRATIVE ASSISTANT	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Customer Service	SR CUSTOMER SERVICE REPRESENTATIVE/BILLING	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07

PROPOSED

Electric	WAREHOUSE CLERK	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Natural Gas	CREW LEADER	21	16.33	\$ 33,957.80	\$ 19.92	\$ 41,428.52	\$ 23.51	\$ 48,899.24
Public Works	CREW LEADER	21	16.33	\$ 33,957.80	\$ 19.92	\$ 41,428.52	\$ 23.51	\$ 48,899.24
Solid Waste	CREW LEADER	21	16.33	\$ 33,957.80	\$ 19.92	\$ 41,428.52	\$ 23.51	\$ 48,899.24
Water Sewer	CREW LEADER	21	16.33	\$ 33,957.80	\$ 19.92	\$ 41,428.52	\$ 23.51	\$ 48,899.24
Shop	MECHANIC I	21	16.33	\$ 33,957.80	\$ 19.92	\$ 41,428.52	\$ 23.51	\$ 48,899.24
Public Works	MAINTENANCE FOREMAN	22	17.63	\$ 36,674.43	\$ 21.51	\$ 44,742.80	\$ 25.39	\$ 52,811.18
Planning	BUILDING INSPECTION OFFICER I	23	19.04	\$ 39,608.38	\$ 23.23	\$ 48,322.23	\$ 27.42	\$ 57,036.07
Electric	LINEMAN TRAINEE	23	19.04	\$ 39,608.38	\$ 23.23	\$ 48,322.23	\$ 27.42	\$ 57,036.07
Shop	MECHANIC II	23	19.04	\$ 39,608.38	\$ 23.23	\$ 48,322.23	\$ 27.42	\$ 57,036.07
Planning	BUILDING INSPECTION OFFICER II	24	20.57	\$ 42,777.05	\$ 25.09	\$ 52,188.01	\$ 29.61	\$ 61,598.96
Planning	CODE ENFORCEMENT OFFICER	24	20.57	\$ 42,777.05	\$ 25.09	\$ 52,188.01	\$ 29.61	\$ 61,598.96
Public Works	MAINTENANCE SUPERINTENDENT	24	20.57	\$ 42,777.05	\$ 25.09	\$ 52,188.01	\$ 29.61	\$ 61,598.96
Customer Service	UTILITIES BILLING CLERK	24	20.57	\$ 42,777.05	\$ 25.09	\$ 52,188.01	\$ 29.61	\$ 61,598.96
	Not assigned at this time	25	22.21	\$ 46,199.22	\$ 27.10	\$ 56,363.05	\$ 31.98	\$ 66,526.87
Water Sewer	AMR METER ADMINISTRATOR	26	23.99	\$ 49,895.16	\$ 29.27	\$ 60,872.09	\$ 34.54	\$ 71,849.02
Electric	LINEMAN I / LINE TECHNICIAN III	26	23.99	\$ 49,895.16	\$ 29.27	\$ 60,872.09	\$ 34.54	\$ 71,849.02
Water Sewer	TREATMENT PLANT SUPERVISOR	26	23.99	\$ 49,895.16	\$ 29.27	\$ 60,872.09	\$ 34.54	\$ 71,849.02
Electric	LINEMAN II	27	25.91	\$ 53,886.77	\$ 31.61	\$ 65,741.86	\$ 37.31	\$ 77,596.95
Electric	LINEMAN III/CREW LEADER	28	27.98	\$ 58,197.71	\$ 34.14	\$ 71,001.21	\$ 40.29	\$ 83,804.70
Electric	ELECTRIC ASSISTANT SUPERINTENDENT	29	30.22	\$ 62,853.53	\$ 36.87	\$ 76,681.30	\$ 43.51	\$ 90,509.08
	Not assigned at this time	30	32.64	\$ 67,881.81	\$ 39.82	\$ 82,815.81	\$ 47.00	\$ 97,749.80
	Not assigned at this time	31	35.25	\$ 73,312.35	\$ 43.00	\$ 89,441.07	\$ 50.75	\$ 105,569.79

NON-EXEMPT POSITIONS
As of November 14, 2022

CURRENT

Department(s)	Position	Grade	Minimum - Hourly	Minimum - Annual	Midpoint - Hourly	Midpoint - Annual	Maximum - Hourly	Maximum - Annual
GG Buildings	CUSTODIAN / JANITOR	17	12.00	\$ 24,960.00	\$ 14.64	\$ 30,451.20	\$ 17.28	\$ 35,942.40
Public Works	LABORER	17	12.00	\$ 24,960.00	\$ 14.64	\$ 30,451.20	\$ 17.28	\$ 35,942.40
Natural Gas	LABORER	17	12.00	\$ 24,960.00	\$ 14.64	\$ 30,451.20	\$ 17.28	\$ 35,942.40
Water Sewer	LABORER	17	12.00	\$ 24,960.00	\$ 14.64	\$ 30,451.20	\$ 17.28	\$ 35,942.40
Planning	MAINTENANCE TECHNICIAN	17	12.00	\$ 24,960.00	\$ 14.64	\$ 30,451.20	\$ 17.28	\$ 35,942.40
Multi	ADMINISTRATIVE ASSISTANT I	18	12.96	\$ 26,956.80	\$ 15.81	\$ 32,887.30	\$ 18.66	\$ 38,817.79
Customer Service	CASHIER	18	12.96	\$ 26,956.80	\$ 15.81	\$ 32,887.30	\$ 18.66	\$ 38,817.79
Public Works	EQUIPMENT OPERATOR	18	12.96	\$ 26,956.80	\$ 15.81	\$ 32,887.30	\$ 18.66	\$ 38,817.79
Public Works	PARK ATTENDANT	18	12.96	\$ 26,956.80	\$ 15.81	\$ 32,887.30	\$ 18.66	\$ 38,817.79
Water Sewer	EQUIPMENT OPERATOR	18	12.96	\$ 26,956.80	\$ 15.81	\$ 32,887.30	\$ 18.66	\$ 38,817.79
Natural Gas	GAS UTILITY WORKER I	18	12.96	\$ 26,956.80	\$ 15.81	\$ 32,887.30	\$ 18.66	\$ 38,817.79
Financial Services	ACCOUNTS PAYABLE COORDINATOR	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Customer Service	CUSTOMER SERVICE REPRESENTATIVE	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Solid Waste	EQUIPMENT OPERATOR/CDL - SOLID WASTE	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Public Works	EQUIPMENT OPERATOR/CDL	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Water Sewer	EQUIPMENT OPERATOR/CDL	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Natural Gas	GAS UTILITY WORKER II	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Customer Service	HEAD CASHIER	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Shop	MECHANIC ASSISTANT	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Water Sewer	TREATMENT PLANT OPERATOR	19	14.00	\$ 29,113.34	\$ 17.08	\$ 35,518.28	\$ 20.16	\$ 41,923.22
Multi	ADMINISTRATIVE ASSISTANT II	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Airport	AIRPORT ASSISTANT	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Electric	ELECTRIC GROUND WORKER	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Water Sewer	MAINTENANCE TECHNICIAN	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Customer Service	METER SERVICE TECHNICIAN	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Planning	PLANNING ADMINISTRATIVE ASSISTANT	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Public Works	PUBLIC WORKS COORDINATOR	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Customer Service	SR CUSTOMER SERVICE REPRESENTATIVE/BILLING	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07

CURRENT

Electric	WAREHOUSE CLERK	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07
Natural Gas	CREW LEADER	21	16.33	\$ 33,957.80	\$ 19.92	\$ 41,428.52	\$ 23.51	\$ 48,899.24
Public Works	CREW LEADER	21	16.33	\$ 33,957.80	\$ 19.92	\$ 41,428.52	\$ 23.51	\$ 48,899.24
Solid Waste	CREW LEADER	21	16.33	\$ 33,957.80	\$ 19.92	\$ 41,428.52	\$ 23.51	\$ 48,899.24
Water Sewer	CREW LEADER	21	16.33	\$ 33,957.80	\$ 19.92	\$ 41,428.52	\$ 23.51	\$ 48,899.24
Shop	MECHANIC I	21	16.33	\$ 33,957.80	\$ 19.92	\$ 41,428.52	\$ 23.51	\$ 48,899.24
Public Works	MAINTENANCE FOREMAN	22	17.63	\$ 36,674.43	\$ 21.51	\$ 44,742.80	\$ 25.39	\$ 52,811.18
Planning	BUILDING INSPECTION OFFICER I	23	19.04	\$ 39,608.38	\$ 23.23	\$ 48,322.23	\$ 27.42	\$ 57,036.07
Electric	LINEMAN TRAINEE	23	19.04	\$ 39,608.38	\$ 23.23	\$ 48,322.23	\$ 27.42	\$ 57,036.07
Shop	MECHANIC II	23	19.04	\$ 39,608.38	\$ 23.23	\$ 48,322.23	\$ 27.42	\$ 57,036.07
Planning	BUILDING INSPECTION OFFICER II	24	20.57	\$ 42,777.05	\$ 25.09	\$ 52,188.01	\$ 29.61	\$ 61,598.96
Planning	CODE ENFORCEMENT OFFICER	24	20.57	\$ 42,777.05	\$ 25.09	\$ 52,188.01	\$ 29.61	\$ 61,598.96
Public Works	MAINTENANCE SUPERINTENDENT	24	20.57	\$ 42,777.05	\$ 25.09	\$ 52,188.01	\$ 29.61	\$ 61,598.96
Customer Service	UTILITIES BILLING CLERK	24	20.57	\$ 42,777.05	\$ 25.09	\$ 52,188.01	\$ 29.61	\$ 61,598.96
	Not assigned at this time	25	22.21	\$ 46,199.22	\$ 27.10	\$ 56,363.05	\$ 31.98	\$ 66,526.87
Water Sewer	AMR METER ADMINISTRATOR	26	23.99	\$ 49,895.16	\$ 29.27	\$ 60,872.09	\$ 34.54	\$ 71,849.02
Electric	LINEMAN I / LINE TECHNICIAN III	26	23.99	\$ 49,895.16	\$ 29.27	\$ 60,872.09	\$ 34.54	\$ 71,849.02
Water Sewer	TREATMENT PLANT SUPERVISOR	26	23.99	\$ 49,895.16	\$ 29.27	\$ 60,872.09	\$ 34.54	\$ 71,849.02
Electric	LINEMAN II	27	25.91	\$ 53,886.77	\$ 31.61	\$ 65,741.86	\$ 37.31	\$ 77,596.95
Electric	LINEMAN III/CREW LEADER	28	27.98	\$ 58,197.71	\$ 34.14	\$ 71,001.21	\$ 40.29	\$ 83,804.70
Electric	ELECTRIC ASSISTANT SUPERINTENDENT	29	30.22	\$ 62,853.53	\$ 36.87	\$ 76,681.30	\$ 43.51	\$ 90,509.08
	Not assigned at this time	30	32.64	\$ 67,881.81	\$ 39.82	\$ 82,815.81	\$ 47.00	\$ 97,749.80
	Not assigned at this time	31	35.25	\$ 73,312.35	\$ 43.00	\$ 89,441.07	\$ 50.75	\$ 105,569.79



JUDICIAL ALTERNATIVES OF GEORGIA

Probation Services Agreement

This Agreement is made by and between **Judicial Alternatives of Georgia, Inc.**, a corporation, organized under the laws of the State of Georgia, with its principal place of business at 418 Flint Ave., Albany, Georgia hereinafter called "Contractor" and the **Municipal Court of Camilla**, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision.

2.) Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the Department of Community Supervision and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.

3.) Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.

4.) Employee Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the assigned caseload.

(a) Any person employed as JAG probation officer shall be at least 21 years of age at the time of appointment to the position of private probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.

b) Every JAG probation officer shall be required to obtain 40 hours of initial orientation training as set forth below provided that the 40 hour initial orientation shall not be required of any person who has successfully completed and who provides documentation of satisfactorily completing a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council. Initial training of new probation officers shall be completed within the first 6 months of employment. JAG Probation Officers will complete a 5-hour block of instruction covering a General Probation Overview and consisting of: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

(c) All JAG probation officers are required to obtain 20 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by DCS Misdemeanor Probation Oversight Unit (MPOU).

(d) All JAG Administrative Employees, Agents, Interns, or Volunteers shall be required in accordance with DCS Board Rule 105-2-.09 to be at least 18 years of age; sign a statement co-signed by the probation entity director or his/her

designee that the administrative employee, agent, intern, or volunteer has received an orientation on these rules as well as operations guidelines relevant to the administrative employee, agent, intern, or volunteer's job duties which shall be maintained in administrative employees, agents, interns, or volunteer's personnel files; have obtained a high school diploma or equivalent and; complete a 16 hour initial orientation program within 6 months of appointment and 8 hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU. Additionally, such person shall maintain a clear criminal record; complete continuing education and; adhere to all other requirements established in these rules.

(e) All Administrative Employee, Agent, Intern, or Volunteer will obtain 16 hours of initial orientation training consisting of a 4-hour block of instruction covering: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates; obtain 8 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period.

(f) Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU. The progress and completion of initial orientation and in-service training is required to be documented and maintained in the individual's files utilizing the forms approved by MPOU. Probation entities and individuals providing probation services may obtain training resource information from MPOU, local law enforcement agencies, local colleges and schools, and national professional associations such as the American Probation and Parole Association, Georgia Professional Association of Community Supervision, American Correctional Association, and/or credible sources approved by MPOU. All training must be approved by MPOU.

(g) JAG trainers will have expertise in the area of training and will possess a college degree or POST certification. JAG shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file and has been approved by MPOU.

(h) In no event shall any person convicted of a felony be employed as a private probation officer or administrative support staff.

5.) Criminal History Check. Contractor shall have a criminal history records check made of **all** employees and give written consent to the Department of Community Supervision or the City of Camilla to conduct periodic criminal history checks.

6.) Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed **275** probationers per probation officer for basic supervision and **100** probationers per probation officer for intensive supervision. Probation Officers shall make **1** office contact per **month**. The Probation Officer may at his or her discretion require the probationer to report on a weekly basis if the probationer is not in full compliance with his or her terms of conditions of supervision.

7.) The contractor shall maintain an office within the city limits of **Camilla, Georgia** for meeting with and the provision of services to probationers.

B. Reports

Contractor shall provide to the judge and governing authority with whom the contract or agreement was made and the board a monthly report, on or before the 10th day of the following month, summarizing the number of offenders under supervision; the amount of fines, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the month, in such detail as requested. Contractor shall provide personal history, employment data, and location information to the court or law enforcement as necessary in tracking probation violators.

C. Tender of Collections

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the **10th** day of the following month. Restitution shall be paid to the victim by the **10th** day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk.

In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds to in the following order of priority: 1) restitution 2) probation fees to include GCVEF, 3) fines, 4) court costs and surcharges. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".

D. Access to Contractor Records

1.) All records shall be open to inspection upon the request of the affected county, municipality, consolidated government, court, the Department of Audits and Accounts, an auditor appointed by the affected county, municipality, or consolidated government, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the board.

2.) Fiscal Audit: Contractor shall employ an independent auditor to annually audit its records and books pertaining to the services rendered at the courts request. Upon a written request by the court, a copy of this audit shall be provided to the Court and County Governing Authority within 2 months or sixty (60) days of the close of the year audited.

E. Conflict of Interest per O.C.G.A 42-8-109

1.) No private corporation, private enterprise, or private agency contracting to provide probation services under neither the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.

2.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of neither this article nor its employees shall have personal or business dealings, including the lending of money, with probationers under their supervision.

3.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

4.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular **DUI Alcohol or a Drug Use Risk Reduction Program** which a probationer may or shall attend.

This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

F. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized ledger prepared in accordance with accepted accounting practices for each month for each case under supervision.

(a) **Indigent Offenders**: Offenders determined by the court to be indigent in accordance with O. C. G.A 42-8-102 shall be supervised at no cost to the probationer or the Court or governing body.

(b) **Pay-Only Cases**: Pay-Only cases or the term 'pay-only probation' means a defendant has been placed under probation supervision **solely** because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision regardless of the number of concurrent or consecutive cases; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the private probation officer, as the case may be, shall submit an order to the court terminating the sentence within 30 days of fulfillment of such conditions. If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer

having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.

(c) **Consecutive sentences:** When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion. Additionally, when a defendant is serving consecutive misdemeanor sentences the probation officer shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

4.) Community Service. The contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The Court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. Contractor will maintain records of service participation.

5.) Employment Assistance. The contractor shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6.) Drug/Alcohol Screening. The contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol testing.

7.) Electronic Monitoring. Contractor when so ordered shall provide and operate a system of electronic home detention monitoring:

8.) Reports of Violations Probation and Revocation Procedures. The contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Judicial Alternatives of Georgia, Inc the Court shall provide the following:

G. Payment for Contractors Services

For regular probation supervision which includes a minimum of one (1) office contact per month and may require as many as four (4), the probationer shall pay a fee of \$40.00 per month. For intensive probation supervision which includes a minimum of one (1) office contact per week and four (4) office contacts each month, probationer shall pay a fee of \$50.00 per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A one (1) month supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

H. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.

I. Pre-sentence Investigations

When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to Judicial Alternatives of Georgia, two-hundred and fifty dollars (\$250.00).

J. Access to Criminal Histories

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested

K. Notice of Court Sessions

The Court shall provide Contractor two (2) days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone and fax machine.

L. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

M. Period of Service

This agreement shall commence performance on ~~January 1, 2023~~ and shall continue until **December 31, 2027** and shall not exceed a period of five (5) years. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within fifteen (15) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

N. Insurance and Bond

Contractor shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. JAG shall furnish continuous proof of insurance coverage as required hereunder, as well as proof of maintaining employee bonds in an amount of \$100,000 per employee.

O. Indemnification

Neither the Court nor the County Governing Authority shall be liable to Contractor nor to anyone who may claim a right resulting from any relationship with **Judicial Alternatives of Georgia, Inc.** for any acts of Contractor, its employees, agents or participants in the performance of services conducted on the property of the **Municipal Court of Camilla**. Contractor shall indemnify and hold harmless the Court and City of Camilla, Georgia from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and courts costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by **Judicial Alternatives of Georgia, Inc.**, or its employees and agents under the terms of this Agreement.

REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

P. Deficiency in Service by Contractor

In the event that the court and/or governing authority determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or Governing Authority may terminate this Agreement in accordance with Item M or notify the Contractor in writing as to the exact nature of such deficiency. Within **sixty (60) days** of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and/or Governing Authority's satisfaction, then either may declare the Contractor in default and may terminate this Agreement.

Q. Time is of the Essence of this Agreement

R. Compliance with the Law

The Contractor shall comply with all federal, state and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this.

S. Independent Contractor

Contractor is an independent contractor and is not an agent, joint venturer or other affiliate of the **Municipal Court of Camilla** in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Contractor agrees to indemnify and hold harmless the Court and City of Camilla from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the City of Camilla to their respective party.

T. Entire Agreement

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the court, governing authority, and contractor.

U. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the **Municipal Court of Camilla**, Georgia and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute.

Any notices made in accordance with this Agreement except as otherwise set out in Item K, shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc.

Attn: Craig Taylor
418 Flint Ave.
Albany, Georgia 31701
Office: (229) 420-2051
Fax: (229) 420-2055

Municipal Court of Camilla

Attn: Shirley Williams, Clerk 80
W. Broad Street
Camilla, GA 31730

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS
AGREEMENT ON THE _____ DAY OF _____, 20_____.

PROBATION SERVICES CONTRACTOR:

By: _____

Name: Craig Taylor

Title: CEO, Judicial Alternatives of Georgia, Inc.

By: _____

Name: _____

Title: _____

City of Camilla, Georgia

By: _____

Chief Judge: Honorable Gregory Williams

Court: Municipal Court of Camilla, Georgia

Exhibit A

SCHEDULE OF FEES

The following are fees paid by the offender to Judicial Alternatives of Georgia, Inc.

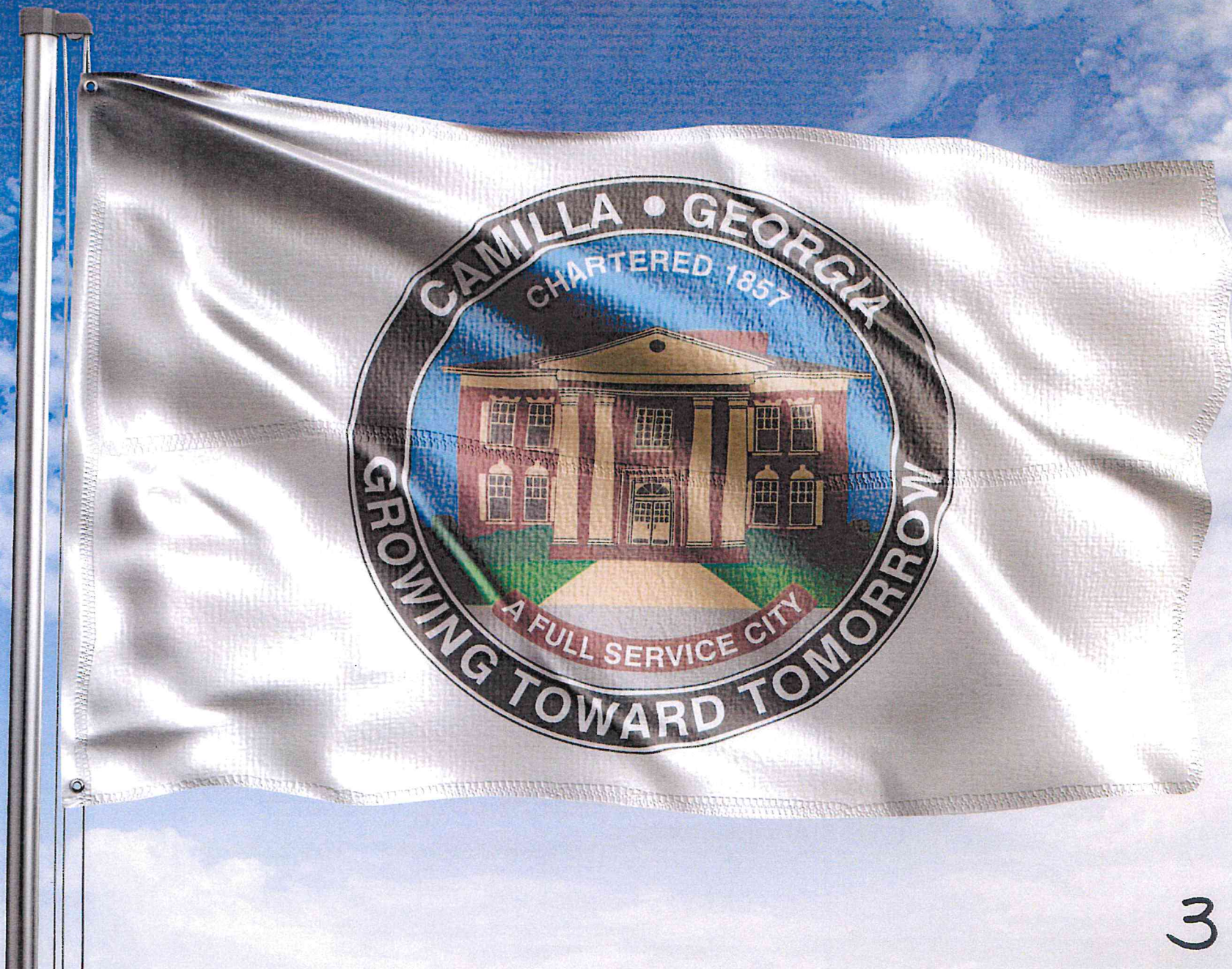
<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$40.00 per month, per offender
Intensive Supervision (Requires minimum of 1 weekly contact)	\$50.00 per month, per offender
Pre-Trial Supervision	\$40.00 per month, per offender

The above fees include all services outlined in the Scope of Services directory with the exception of the following:

<u>ADDITIONAL SERVICES</u>	<u>COST OF SERVICE</u>
Drug Screens (Screens for 8 controlled substances)	\$15.00 per screen
Electronic Monitoring	\$10.00 per day, per offender
Electronic Monitoring w/Intox	\$12.00 per day, per offender









Municipal Gas Authority of Georgia
"TRADE CONFIRMATION"

Date of Trade: March 28, 2023
City Name: Camilla
Requesting Person: Kevin Perraut
End User Name: Alltech
Requesting Person: _____
Type of Hedge: Fixed Swap Type of Transaction: BUY
Effective Date: January 1, 2024 Termination Date: March 31, 2024

Reference Price: SoNat LA Mo

Counterparty Confirmation: Contact: <u>Octavio Guerra</u> Ref No.: <u>18223731</u> Date: _____
Distribution to Requestor: Contact: <u>Kevin Perraut</u> Date: _____

Month	Volume MMBtu	Price MMBtu
Jan-24	5,000	\$3.93
Feb-24	5,000	\$3.93
Mar-24	5,000	\$3.93

The Member signor of this alternate price confirmation is an individual representing themselves to the Municipal Gas Authority of Georgia as having the capacity to enter into agreements to elect an alternate price on behalf of the Member and understands the implications of entering into an alternate price agreement made on behalf of the Member by the Municipal Gas Authority of Georgia. A Member's election to choose an alternate price is pursuant to the Gas Supply Contract between the Municipal Gas Authority of Georgia and the Member and does not in any way alter the terms or supersede the Gas Supply Contract. Please confirm that the foregoing correctly sets forth the terms of our agreement within three (3) business days by executing this confirmation and returning it to us. Failure to respond within such period shall not affect the validity or enforceability of this transaction, and shall be deemed to be an affirmation of the terms and conditions contained herein, absent manifest error.

CITY OF CAMILLA

ALLTECH

By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

Municipal Gas Authority of Georgia
"TRADE CONFIRMATION"

Date of Trade: March 28, 2023
City Name: Camilla
Requesting Person: Kevin Perraut
End User Name: Alltech
Requesting Person: _____
Type of Hedge: Fixed Swap Type of Transaction: BUY
Effective Date: January 1, 2024 Termination Date: March 31, 2024

Reference Price: SoNat LA Mo


Counterparty Confirmation: Contact: <u>Octavio Guerra</u>	Ref No.: <u>18223731</u>	Date: _____
Distribution to Requestor: Contact: <u>Kevin Perraut</u>		Date: _____

Month	Volume MMBtu	Price MMBtu
Jan-24	5,000	\$3.93
Feb-24	5,000	\$3.93
Mar-24	5,000	\$3.93

The Member signor of this alternate price confirmation is an individual representing themselves to the Municipal Gas Authority of Georgia as having the capacity to enter into agreements to elect an alternate price on behalf of the Member and understands the implications of entering into an alternate price agreement made on behalf of the Member by the Municipal Gas Authority of Georgia. A Member's election to choose an alternate price is pursuant to the Gas Supply Contract between the Municipal Gas Authority of Georgia and the Member and does not in any way alter the terms or supersede the Gas Supply Contract. Please confirm that the foregoing correctly sets forth the terms of our agreement within three (3) business days by executing this confirmation and returning it to us. Failure to respond within such period shall not affect the validity or enforceability of this transaction, and shall be deemed to be an affirmation of the terms and conditions contained herein, absent manifest error.

MUNICIPAL GAS AUTHORITY OF GEORGIA

CITY OF CAMILLA

By: 	By: _____
Its: <u>President and CEO</u>	Its: _____
Date: <u>March 28, 2023</u>	Date: _____

**City of Camilla GA**

Nicholas Wright
 nicnoias.wright@cityofcamilla.com
 229-589-2220
 Additional Info (Optional)

Install Site: Site Name

Install Address, City, State, Zip
 Additional Info (Optional)
 Additional Info (Optional)
 Additional Info (Optional)

4/28/2023

Distributor:

SYNTECH

Salesperson:

Penelope Ellis

FMLive Aviation Order Quote**FMU Equipment**

Description	Part Number	Qty	Price/each	Extended Price
FMLIVE, CELLULAR, PROKEE/EMV, DUAL CNTL, 2 HOSE	FMU5740-D2	1	\$ 16,161	\$ 16,161
2-4 Hoses, 50A or DualCtl		-	-	\$ -
-		-	-	\$ -
		-	-	\$ -
		-	-	\$ -
		-	-	\$ -
		-	-	\$ -
		-	-	\$ -
		-	-	\$ -
			Subtotal	\$ 16,161

FMLive Services (Annual)

of FMUs

1

Subscription Price for FMLive Services

FMLIVEBA/1+AV+CELL

Total**\$ 1,440**

- Cellular Enabled Equipment: 1

FMLive Services (One-time)

FMLive Setup & Activation	CLOUDBA/1	\$ 700
FMLive Project Management	PMLIVEBA/1+BI+CELL	\$ 366.75
FMLive Database Construction and/or Conversion	FMLIVE-IMPORT	\$ 2,350
FMLive Custom Export (Initial Export Only)		\$ -
		Subtotal
		\$ 3,416.75

Installation and Training

Labor and Installation Quote to be Provided Separately	1	\$ 1,678.00	\$ 1,678
-	-		\$ -
			Subtotal
			\$ 1,678

Equipment Shipping Cost

FMU Shipping (New Units in Zone 1)	1	\$ 220	\$ 220
	-	-	\$ -
	-	-	\$ -
	-	-	\$ -
	-	-	\$ -
	-	-	\$ -
			Subtotal
			\$ 220

Notes:**Project Total \$ 22,915.75**

- Syntech provides a standard one year factory warranty on new hardware purchased.
- FMLive includes an initial FMLive training webinar provided by the Syntech Training Department.
- All quotes DO NOT include or account for Sales Tax. If Syntech is required to pay sales, use, or other taxes based on the Service in this Agreement then such taxes shall be billed to and paid by Customer.
- Invoicing for ALL FMLive related services will be driven by the date of the first FMU shipped. This includes one-time (nonrecurring) and annual (recurring) fees. Annual fees will have effective dates beginning on the 1st of the following month.
- Syntech Systems, Inc. General Terms and Conditions of Purchase apply to this order and can be located at the following address:

www.myfuelmaster.com/global-agreement

6. Additional Notes

7. Additional Notes

Pricing valid for 60 days from date.

PREFERRED VENDOR



L & T, INC.
PO Box 1457
Lyons, GA 30436

Estimate

Date	Estimate #
4/28/2023	1021

Customer
Camilla - Mitchell County Airport Nicholas Wright 3907 Airport Road Camilla, GA 31730

Facility Location
Camilla - Mitchell County Airport 3907 Airport Road Camilla, GA 31730

Item	Description	Rep	Facility #	Project
		Jer	Fuel Farm	
		Qty	Cost	Total
QT M4000	Self Serve Fueling Terminal, with 1 Hose Control, Freight	1	17,345.00	17,345.00
QT CELL KIT	Cellular Kit	1	1,056.00	1,056.00
Misc. Labor Sales	Installation, Start-Up, Travel	1	1,285.00	1,285.00
Mileage	Miles Traveled	264	0.85	224.40
Flat Rate Fuel Fee	Flat Rate Fuel Fee	1	20.00	20.00
Construction Material	Anchors, Electrical	1	112.50	112.50
Scope of Work: 1. Disconnect and remove Fuelmaster system. 2. Install and anchor new QT M4000 pedestal. 3. Re-connect all electrical. 4. Test operation in manual mode. 5. Program system with QT tech support - site info and credit card info. 6. Test operation with credit card. 7. Train staff on system use. * This estimate is for site unseen. Most sites are very similar and this is a common price for those - we've swapped roughly 20 sites the last 2 years. Any extra items needed or issues requiring return trips will be invoiced as required.				

Thank you for the opportunity to quote this work for you.
Jeremy

Subtotal

Sales Tax (8.0%)

Total

Signature

Date

Phone #	Fax #	E-mail
912-526-0626	912-526-0627	office@landtinc.net



L & T, INC.
PO Box 1457
Lyons, GA 30436

Estimate

Date	Estimate #
4/28/2023	1021

Customer
Camilla - Mitchell County Airport Nicholas Wright 3907 Airport Road Camilla, GA 31730

Facility Location
Camilla - Mitchell County Airport 3907 Airport Road Camilla, GA 31730

		Rep	Facility #	Project
		Jer	Fuel Farm	
Item	Description	Qty	Cost	Total
	<p>* This includes a cellular connection package. If a hard-wired network connection is preferred, then the Cell Kit can be deducted, however the cost of supplying network cable and installation would likely be very similar.</p> <p>* There are fees directly from QT POD - Cellular plan = \$480.00 per year and web-based Siteminder Subscription = \$945.00 per year</p>			
Thank you for the opportunity to quote this work for you. Jeremy		Subtotal \$20,042.90		
		Sales Tax (8.0%) \$0.00		
Signature _____ Date _____		Total \$20,042.90		

Phone #	Fax #	E-mail
912-526-0626	912-526-0627	office@landtinc.net

**National Petroleum Equipment,****Inc.**

100 County Rd 1682

Cullman, AL 35058

800.752.5973

QUOTE # **107160****QUOTE TO**CASH CUSTOMER
WAREHOUSE PICKUP
CULLMAN, AL 35058**SHIPPING ADDRESS**CITY OF CAMILLA
Warehouse Pickup
Cullman, AL 35058

NEED BY 04/24/2023 TERMS Net 0 0.00% 0 DAYS Ship Method: Drop Ship

CUSTOMER PO

#	ITEM NUMBER	DESCRIPTION	QTY	UNIT	CORE REC'D	EACH	TOTAL
1	EKOS-STARTUP	EKOS ONE TIME SOFTWARE SETUP FEE	1.00	EA		\$2,400.00	\$2,400.00
2	Z-FLH-ECM001	EKOS CELLULAR MODEM	1.00	EA		\$1,268.11	\$1,268.11
3	FL-4MH01P-00	ISLANDER PRIME 4 MECHANICAL HOSES	1.00	EA		\$9,810.20	\$9,810.20
4	Z-FL0-EMVCR2	EMV CARD READER AND PIN PAD (GENERIC II)	1.00	EA		\$4,584.98	\$4,584.98
5	Z-FL0-PRT008	ISLANDER PRIME PRINTER	1.00	EA		\$1,376.48	\$1,376.48
6	Z-FL0-PBS100	ISLANDER PRIME STANDARD PEDESTAL BASE	1.00	EA		\$0.00	\$0.00

Monday, April 24, 2023

Subtotal: \$ 19,439.77

Freight \$ 257.00

Tax: \$.00

TOTAL: \$ 19,696.77**NOTES**

EKOS FUEL SITE MODULE PER SITE PER MONTH \$179.00 YEARLY \$2148.00

/ Dwayne Yancey

ACCEPTANCE OF PROPOSAL

The above prices, specifications and work are satisfactory and are hereby accepted. Payment will be made as outlined in Terms above. Quote is Valid for 30 days. Delivery quoted is our best estimate at the time of this proposal. Please contact your Sales Representative for firm shipping information. All goods are quoted FOB Shipping Point unless noted otherwise. Federal, State and Local taxes **are not included** in this proposal and all applicable taxes will be added to the final invoice.

Total: \$ 19,696.77

SIGNATURE

PRINTED NAME

DATE

PO #

CONTACT US AT 800.752.5973 FAX 256.538.8380

Cheryl Ford

From: Chancey, Matthew <mchancey@meagpower.org>
Sent: Tuesday, May 2, 2023 10:42 AM
To: Kelvin Owens
Cc: Dennis Stroud; Cheryl Ford
Subject: Solar - Second Amendment to Power Purchase Agreement
Attachments: 09_Camilla - SECOND AMENDMENT TO THE POWER PURCHASE CONTRACT.pdf
Importance: High

Security Note: This is an EXTERNAL email. Please exercise caution and DO NOT open attachments or click links from unknown senders or unexpected email.

Good morning Mayor Owens,

During our April MEAG Power Board Meeting the Board approved a second amendment to the Solar PPC. Attached you will find the Second Amendment to the Power Purchase Contract (PPC) with the highlights noted in the MEMO on page 1 of the PDF.

We are asking to receive these documents in our office by June 30, 2023.

Once signed with City Seal, please send to:

MEAG Power
Attn.: Cindy Carter
1470 Riveredge Parkway
Atlanta, GA 30328

If you are unable to meet that deadline or have any questions about these documents, please let me know.

Best Regards,

MC



Matthew Chancey
Senior Regional Manager
Mobile: 770-560-2587
Email: mchancey@meagpower.org

The information contained in this email is privileged and confidential information intended for the use of the addressee listed above. If you are neither the intended recipient nor the employee or agent responsible for delivering this message to its intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in relation to the contents of the email information is strictly prohibited. If you have received this email in error, please notify the sender immediately by telephone or reply email and destroy this email and any attachments.



TO: Solar Participants

FROM: MEAG Power

DATE: May 1, 2023

**SUBJECT: Second Amendment to the Power Purchase Contract ("PPC")
between Municipal Electric Authority of Georgia and the
Undersigned Participant**

This memo will provide the background concerning the need for the attached Second Amendment to the PPC. As you may recall, the original PPC was executed by each Solar Participant during 3Q 2021 which included (as Exhibit A) a copy of the Solar Power Purchase Agreement between MEAG Power and Pineview Solar LLC (the Solar Developer). In mid-2022, due to significant increases in costs for solar panels and construction materials, MEAG Power and the Solar Developer negotiated a first amendment to the Solar Power Purchase Agreement – conditioned on approval by the Solar Participants - including a new price tied to the delivered cost of the panels, a shorter term, an extended COD date, and a buyer's purchase option. A First Amendment to the PPC was presented to, and agreed to by each Solar Participant as of 1Q 2023, adding an Exhibit B to the PPC to incorporate the first amendment to the Solar Power Purchase Agreement.

Since this time, the Solar Developer has not been able to acquire financing for the project based on the current price of \$29.06 per MWh fixed for the contract term of 15 years. In order to move the project forward to completion, the Solar Developer requested a second amendment to the Solar Power Purchase Agreement including an increase in the price to \$37.75 per MWh, fixed for a 15 year term. Other changes addressed in the proposed amendment, include 1) modify the Notice to Proceed date to July 31, 2023, 2) increase the pre-construction credit support to \$3 million in lieu of \$1.5 million and 3) eliminate the purchase option. The amendment also confirms the Commercial Operation date of November 1, 2024 and the contract price adjustment based on the delivered cost of panels for the project included in the first amendment.

Although the price increase is significant, MEAG Power staff recommended to the Board at its April 20, 2023 meeting approval of the amendment and continuing with the solar purchase. Staff has surveyed the market and the amended price remains competitive. In addition, Walmart has been contacted and has agreed to accept the pricing under their renewable energy customer agreements (RECA's) with the Participants. Finally, the Solar Developer has already provided the additional \$1.5 million in security provided for under the amendment and MEAG Power holds the total \$3 million in security. The Board took the following actions:

- 1) Approved the release of the Second Amendment to the Power Purchase Contracts (PPCs) between MEAG Power and the Solar Participants.
- 2) Authorized MEAG Power's President and CEO to execute the 2nd Amendment to the PPA following approval of the amended PPCs from the Solar Participants.

Accordingly, the attached Second Amendment to the PPC adds Exhibit C which reflects the new pricing and other changes to the Solar Power Purchase Agreement noted above. Your approval of this Amendment will signify your agreement to these new terms.

The target date for completion of this approval process is June 30, 2023. During this interim period, the Solar Developer will also be engaging in a process to sell the Pineview project and three other solar projects under development. If sold, the MEAG Power PPA would be assigned to the new owners if MEAG Power provides its consent under the provisions of the PPA.

Please note, if the 2nd Amendment to the PPA is not executed, the project would go into default and the pre-construction credit support would revert to the \$1.5 million per the current contract provisions.

Please contact either Steve Jackson at 770-563-0314, Michele Jackson at 770-563-0313 or Pete Degnan at 770-661-2893 with any questions.

SECOND AMENDMENT TO THE POWER PURCHASE CONTRACT
BETWEEN MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA AND THE UNDERSIGNED PARTICIPANT

This Second Amendment to the Power Purchase Contract (this “**Amendment**”), made and entered into as of _____, 2023, by and between the Municipal Electric Authority of Georgia (the “**Authority**” or “**MEAG Power**”), a public body corporate and politic and a public corporation and an instrumentality of the State of Georgia, created by the provisions of the Municipal Electric Authority Act, Ga. L. 1976, p. 107, as amended (the “**Act**”), and the City of Camilla (the “**Solar Participant**”), a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, the Authority has previously entered into the Power Purchase Contract (“PPC”) made and entered as of August 11, 2021, with the City of Camilla (the “**Solar Participant**”);

WHEREAS, Section 1.1 of the PPC references as Exhibit A that certain Power Purchase Agreement with Pineview Solar LLC (the “**Company**”) for the output and services of approximately 80 MWac from a photovoltaic solar energy generation facility located in Wilcox County, Georgia (the “**Facility**”) to be constructed, owned, operated, and maintained by the Company (hereinafter the “**SPPA**”);

WHEREAS, the Authority and the Solar Participant amended the PPC pursuant to that certain First Amendment to the PPC, dated October 20, 2022, whereby Section 1.1 of the PPC was amended by adding Exhibit B to the PPC (incorporating into the PPC Amendment No.1 to the SPPA);

WHEREAS, as the result of changes that have occurred impacting the solar industry and subject to the approval of each of the Solar Participants, MEAG Power's Board has authorized MEAG Power's President and CEO to execute Amendment No. 2 to the SPPA in substantial form;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1.

Section 1.1 of the Power Purchase Contract between Municipal Electric Authority of Georgia and the Solar Participant is hereby amended by adding the exhibit reflecting the changes to the SPPA agreed to by the Authority and the Company (which is marked as Amendment No. 2 to the SPPA and attached hereto as Exhibit C).

2.

All other provisions of the Power Purchase Contract between Municipal Electric Authority of Georgia and the Solar Participant shall remain in full force and effect and binding upon the parties hereto.

3.

In witness whereof, the Authority has caused this Amendment to be executed in its corporate name by its duly authorized officers and the Authority has caused its corporate seal to be hereunto impressed and attested; the Solar Participant has caused this Amendment to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the Solar Participant is hereby acknowledged, all as of the day and year first above written.

MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA

By: _____
Name: James E. Fuller
Title: President and CEO

ATTEST:

By: _____
Name: _____
Title: _____

(SEAL)

[Solar Participant Signature is on the next page]

CITY OF CAMILLA

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT C

AMENDMENT NO. 2 TO THE SPPA

**AMENDMENT NO. 2
TO THE
POWER PURCHASE AGREEMENT
BETWEEN
PINEVIEW SOLAR LLC
AND
MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA**

THIS AMENDMENT NO. 2, dated as of [], 2023 ("Amendment"), amends the Power Purchase Agreement by and between PINEVIEW SOLAR LLC ("Seller") and the MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA ("Buyer") dated as of September 1, 2021 as supplemented by the letter from Buyer to Seller dated October 31, 2022, and as amended by the Amendment No. 1 ("Amendment No. 1") between Seller and Buyer (collectively, the "PPA"). Seller and Buyer are individually referred to herein as a "Party" and collectively as the "Parties".

BACKGROUND RECITALS:

A. Pursuant to the PPA, Seller is planning to construct, own, and operate a solar photovoltaic electric generation facility with a Planned Facility Capacity of approximately 80 MWac on a site located in Wilcox County, Georgia;

B. Seller intends to sell and deliver to Buyer the power, output and services of the Facility to provide Supplemental Power to the Solar Participants, and Buyer intends to purchase the same from Seller in accordance with the terms and conditions of the PPA; and

C. Consistent with Section 21 of the PPA, Seller and Buyer agree to amend the PPA as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements contained herein and in the PPA and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties each intending to be legally bound hereby agree as follows:

A. Amendments to the PPA

The Parties agree to amend the PPA as follows:

1. Section 1.1 – Definitions:

- a) The definition of Contract Price is deleted and replaced in its entirety with the following:

"Contract Price" means \$37.75 per MWh.

- b) The definition of Notice to Proceed Date is deleted and replaced in its entirety with the following:

“Notice to Proceed Date” means the date on which notice is issued by Seller to its contractor under the engineering, procurement and construction agreement or similar contract relating to the construction of the Facility, authorizing and directing the full and unrestricted commencement of construction of the Facility. The Notice to Proceed Date shall occur on or before July 31, 2023.

- c) The definition of Guaranteed Commercial Operation Date has been amended by Amendment No. 1 to the PPA. For the avoidance of doubt, the Parties confirm the following definition:

“Guaranteed Commercial Operation Date” means November 1, 2024, provided that the Guaranteed Commercial Operation Date shall be extended on a day-for-day basis for each day of delay in Seller’s development, permitting, construction, interconnection or completion of the Facility associated with (a) the occurrence of a Force Majeure event, (b) a breach by Buyer of any of its obligations under this Agreement, (c) the occurrence of an Emergency condition, or (d) a delay in the in-service date of the Interconnection Facilities beyond the expected date set forth in the Generation Interconnection Agreement, including as a result of a delay in the completion of any Network Upgrades, provided that such delay is not the result of Seller’s failure to perform its obligations under the Generation Interconnection Agreement.

- d) The definition of the term Pre-Construction Credit Support is deleted and replaced in its entirety with the following:

“Pre-Construction Credit Support” means a Letter of Credit, Cash Deposit, Guaranty, or a combination thereof, as determined by Seller, provided by Seller for the benefit of Buyer in an amount equal to Three Million Dollars (\$3,000,000.00).

2. **Section 2 – Term:**

Section 2.1 of the PPA has been amended by Amendment No. 1 to the PPA. For the avoidance of doubt, the Parties confirm the following:

2.1 **Term.** This Agreement is entered into as of the date hereof (the “Effective Date”) and, unless earlier terminated as provided herein, shall remain in effect until the end of the fifteenth (15th) Contract Year (the “Term”).

3. **Section 4.7 – Buyer Purchase Option:**

Section 4.7 of the PPA (as added by Amendment No. 1 to the PPA (“Buyer Purchase Option”)), including its subsections, is deleted in its entirety and any rights potentially resulting therefrom are hereby waived.

4. **Section 5.1 – Contract Price:**

Section 5.1 of the PPA (as amended by Amendment No. 1 to the PPA (“Contract Price”)) is deleted and replaced with the following:

5.1 Contract Price. Commencing on the Commercial Operation Date and continuing through the Term, Buyer shall pay the Contract Price for all deliveries to Buyer of the Products. The Contract Price includes the consideration to be paid by Buyer to Seller for the Products, and Seller shall not be entitled to any compensation over and above the Contract Price for the Products, except as set forth in Section 4.4.2. Seller agrees to reduce the Contract Price by \$0.50/MWh for each \$0.01/watt reduction in module pricing Seller obtains below \$0.44/watt, as of the Notice to Proceed Date, on a pro rata basis. Seller further agrees to provide Buyer with an “open book” approach to Seller’s module pricing. So, by way of example, if Seller obtains modules at \$0.43/watt, Seller agrees to reduce the Contract Price to \$37.25/MWh.

B. Other Provisions.

1. Unless otherwise specifically provided in this Amendment, capitalized terms in this Amendment shall have the meaning assigned to such terms in the PPA.
2. This Amendment has been duly authorized, executed and delivered by each Party.
3. Except as amended hereby, the terms and conditions of the PPA shall remain in full force and effect. Each reference in the PPA to the “Agreement” shall be a reference to the PPA as amended hereby.
4. This Amendment may be executed by facsimile or PDF (electronic copy) and in multiple counterparts, all of which taken together shall have the same force and effect as one and the same original instrument.
5. This Amendment shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other because of the preparation or other event of negotiation, drafting or execution hereof.

[Signature Page Following]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the date first written above.

PINEVIEW SOLAR LLC

By: Sunbird Holdings 1, LLC, a Delaware
limited liability company, its sole
member and manager

By: Hep Sunflower Holdings IV, Inc., a
Delaware limited liability company, its
sole member and manager

BY: _____
NAME: Ingo Burkhardt
TITLE: Treasurer

**MUNICIPAL AUTHORITY OF
GEORGIA**

BY: _____
NAME: _____
TITLE: _____

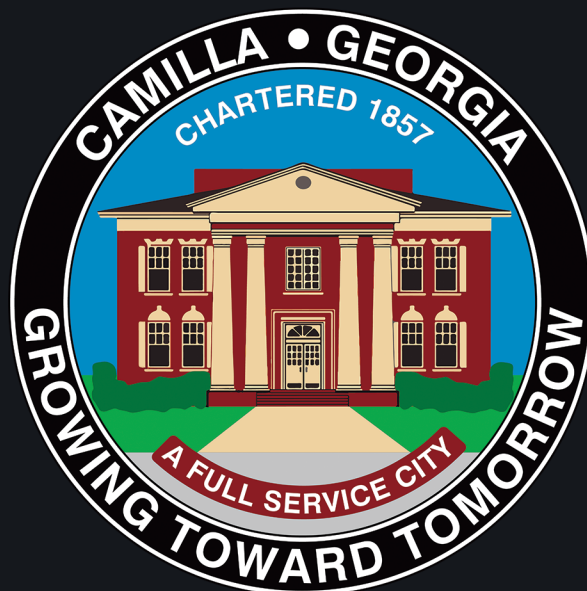


CELEBRATING

June teenth Festival

FREEDOM

● DOWNTOWN
CAMILLA, GEORGIA ●
JUNE 17, 2023



SHEMIKA MOORE

30 E. BROAD ST · 229-330-2326
Shemika.moore@cityofcamilla.com

City of Camilla
30 E. Broad Street
Camilla, Ga 31730
May 2, 2023

DEAR STAFF,

I am asking for a request to add a standard rate fee to our current rental fees for the depot. As of right now we are only offering a standard rate for only one day or three days. Upon customer request it was brought to my attention of renting the depot for two days, which is a great opportunity for us. As of today I already have someone scheduled for this type of event. My proposal to you is to set a flat rate of \$750 for a two day event whether it be more or less than 100 people in attendance.

Thanks for taking the time to consider this request and hope to hear back from you soon with any questions or concerns.

Shemika Moore
Revenue Operations Manager



212 East Broad Street, Camilla, Georgia 31730, 229-336-2220

RENTAL CHARGES

BANQUET ROOM & PLATFORM

The Banquet Room will accommodate a maximum of 400 people for a stand-up function, 300 people for theatre-style seating, and 180 people (comfortably) for a seated dinner or conference. The room is air-conditioned for comfort and includes a warming kitchen and adequate restroom facilities. The facility is handicapped accessible. Rental of the facility includes the use of tables and chairs; however, set-up is the responsibility of the contracting party. Linens, drinking glasses, napkins, plates, utensils, towels, and other such items are not included and must be supplied by the contracting party. (Please read the Policies and Procedures included in the booklet for further information and guidelines.) The Platform will accommodate an additional 200 for a stand-up function and 120 people for a seated dinner. The Platform is lighted, and ceiling fans have been installed. This is an outdoor facility and is subject to the elements of weather and nature. The Platform is pressure washed twice annually. The clean-up of any wind-blown debris, standing water, bird droppings, etc., will be the responsibility of the contracting party. (Please read the Policies and Procedures included in the booklet for further information and guidelines.)

Security/Damage Deposit on ALL rentals \$350.00

The Security/Damage Deposit is due when the application is submitted in order to hold the designated date. The deposit is fully refundable in fifteen (15) days if the area is left in an orderly manner immediately following the event. The deposit is fully refundable if cancellation is made at least ninety (90) days prior to the event and non-refundable if notice is given less than ninety (90) days. All Payments must be made at the City of Camilla City Hall Monday-Friday 8:00 A.M. - 4:00 P.M. (30 East Broad Street Camilla, Ga 31730) or by calling (229) 336-2220.

STANDARD RATE

WEEKEND EVENTS

1 DAY – Friday, Saturday, or Sunday (less than 100 in attendance)	\$550.00
1 DAY – Friday, Saturday, or Sunday (100 or more in attendance)	\$650.00
3 DAYS – Friday, Saturday, and Sunday (less than 100 in attendance)	\$850.00
3 DAYS – Friday, Saturday, and Sunday (100 or more in attendance)	\$950.00

WEEKNIGHT EVENTS

1 NIGHT - Monday through Thursday, after 5:30 p.m.	\$400.00
---	-----------------

WEEKDAY BUSINESS HOURS

8:30 a.m. until 5:00 p.m.	\$325.00
Camilla Chamber Members	\$210.00



212 East Broad Street, Camilla, Georgia 31730, 229-336-2220

NON-PROFIT ORGANIZATIONS RATE

WEEKEND EVENTS

1 DAY – Friday, Saturday, or Sunday \$500.00

3 DAY – Friday, Saturday, and Sunday \$800.00

WEEKNIGHT EVENTS

1 NIGHT – Monday through Thursday \$300.00

BOARD ROOM

The Board Room will accommodate 40 people for a seated dinner/conference. Access to the kitchen and restrooms is available. The room is available only during business hours, 8:30 until 5:00 p.m., Monday through Friday.

Weekday Business Hours 8:30 a.m. until 5:00 p.m. \$110.00

CONDITION OF PROPERTY

Contracting Party shall return rental property in as good a condition as when delivered. All damages which occur to the property and exhibitions of the City of Camilla shall be the responsibility of the contracting party.

CONTRACTING PARTY INITIALS _____



TO: Dennis Stroud, City Manager
City of Camilla

FROM: Reiko A. Kerr *RK*
Sr. Vice President & CFO

DATE: March 21, 2023

SUBJECT: MEAG Power's 2022 Year-end Settlement

The 2022 Year-End Settlement was approved by the MEAG Power Board on March 16, 2023. In summary, net billings to Participants and other adjustments exceeded costs by \$21,738,220.

The attached election form identifies your city's refund amount as well as the investment options available for your City/Utility Commission's year-end settlement refund. Transfers to the Municipal Competitive Trust will be completed on a weekly basis as the approved election forms are received. Credits to monthly billings, if applicable, will begin the first month following the receipt of the election form.

We have an evergreen election on file for your year-end settlement refunds and have enclosed a copy for your review. To change the evergreen election for your year-end settlement, please complete and return the new election form as soon as possible, but no later than May 4, 2023.

Please feel free contact Cindy Clarke at 770-563-0456, your assigned Regional Manager or me at 678-202-3095 with any questions or comments.

Attachments

c: Honorable Kelvin Owens, Mayor
Matthew Chancey, Regional Manager

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4686

1-800-333-MEAG 770-563-0300

City of Camilla

MEAG POWER PROJECTS 2022 YEAR-END SETTLEMENT ELECTION FORM

The 2022 year-end settlement refund from MEAG Power applicable to your City/Utility Commission is:

Year-end Settlement Refund	\$322,904
-----------------------------------	------------------

Please complete the following form with respect to the distribution of the above refunds. This election form is to be completed by the City's designated officer(s) authorized to direct the utilization of funds in the Municipal Competitive Trust.

We hereby direct that the following amount of funds available from the 2022 Year-end Settlement from MEAG Power be distributed as follows:

A. DEPOSIT TO THE MUNICIPAL COMPETITIVE TRUST

1. Flexible Operating Account—Short Term Portfolio	_____ %	_____ \$
2. Flexible Operating Account—Intermediate Term Portfolio	_____ %	_____ \$
3. Flexible Operating Account, Intermediate Extended Maturity Portfolio*	_____ %	_____ \$
4. New Generation and Capacity Funding Account—Short Term Portfolio	_____ %	_____ \$
5. New Generation and Capacity Funding Account—Intermediate Term Portfolio	_____ %	_____ \$
6. New Generation and Capacity Funding Account –Intermediate Extended Maturity Portfolio*	_____ %	_____ \$

Subtotal of Dollars into Municipal Competitive Trust \$ _____

B. CREDIT TO MEAG POWER MONTHLY BILL:

Credit \$ _____ dollars evenly over _____ number of month(s)
\$ _____

Subtotal of Dollars to be Credited to Monthly Bill _____

TOTAL YES REFUND

\$322,904

☐

If you would like the selection(s) you made above to be permanent, until you notify us in writing otherwise, please check this box. This permanent selection will apply only to your MEAG Core Projects year-end settlement over-recovery.

* By authorizing the transfer into the new Intermediate Extended Maturity Portfolio, the undersigned acknowledges the following potential liquidity restrictions:

Under normal circumstances there will be no restrictions on investment purchases into or sales of shares from the Intermediate Extended Maturity Portfolio. On the occurrence of an event that has a material impact on liquidity or operations of the Intermediate Extended Maturity Portfolio, as determined by MEAG Power in its role providing direction to the Municipal Competitive Trust Trustee, MEAG Staff may limit purchases into or sales from the Intermediate Extended Portfolio for a period not to exceed 120 days. Restrictions on investments or sales beyond 120 days would require authorization from the MEAG Board. Such restrictions shall be immediately disclosed to all beneficiaries investing in the Intermediate Extended Maturity Portfolio of the Municipal Competitive Trust as well as the Trustee of the Municipal Competitive Trust (US Bank or its successor).

City of Camilla

MEAG POWER PROJECTS 2022 YEAR-END SETTLEMENT ELECTION FORM

For the election form to be complete, both of the signatures listed below are required.

By:

Date: _____

The Honorable Kelvin M. Owens
Mayor of Camilla

By:

Date: _____

Cheryl Ford
City Manager

To be included on your next bill, the form must be returned no later than May 4, 2023 to:

MEAG Power
c/o Cindy Carter
1470 Riveredge Parkway NW
Atlanta, GA 30328
ccarter@meagpower.org
Phone: 770-563-0526

City of Camilla

MEAG POWER PROJECTS 2011 YEAR-END SETTLEMENT ELECTION FORM

The 2011 year-end settlement refund from MEAG Power applicable to your City/Utility Commission is:

Year-end Settlement Refund

\$289,745

Please complete the following form with respect to the distribution of the above refunds. This election form is to be completed by the City's designated officer(s) authorized to direct the utilization of funds in the Municipal Competitive Trust.

We hereby direct that the following amount of funds available from the 2011 Year-end Settlement for MEAG Power be distributed as follows:

A. MUNICIPAL COMPETITIVE TRUST

1. Flexible Operating Account—Short Term Portfolio	<u>100</u> %	<u>\$ 289,745</u>
2. Flexible Operating Account—Intermediate Term Portfolio	<u> </u> %	<u>\$</u>
3. New Generation and Capacity Funding Account—Short Term Portfolio	<u> </u> %	<u>\$</u>
4. New Generation and Capacity Funding Account—Intermediate Term Portfolio	<u> </u> %	<u>\$</u>

Subtotal of Dollars into Municipal Competitive Trust \$

B. CREDIT TO MEAG POWER MONTHLY BILL:

Credit \$ dollars evenly over number of month(s)

Subtotal of Dollars to be Credited to Monthly Bill \$

TOTAL YES REFUND

\$289,745



If you would like the selection(s) you made above to be permanent, until you notify us in writing otherwise, please check this box. This permanent selection will apply only to your MEAG Core year-end settlement over-recovery.

By:

Vernon Twitty Jr.
The Honorable Vernon Twitty, Jr.
Mayor of Camilla

Date:

4/30/12

By:

Bennett Adams
Bennett Adams
City Manager

Date:

5/8/2012

To be included on your next bill, the form must be returned no later than May 31, 2012 to:

MEAG Power
c/o Mary Jackson
Sr. Vice President & Chief Accounting Officer
1470 Riveredge Parkway NW
Atlanta, GA 30328
770-563-0510 phone, 770-563-0014 fax

UNITED STATES DEPARTMENT OF AGRICULTURE LEASE AMENDMENT	LEASE AMENDMENT No. 9
ADDRESS OF PREMISES CAMILLA SERVICE CENTER 30 W BROAD ST CAMILLA, GA 31730	TO LEASE NO. Mitchell County Georgia USDA Service Center PDN Number: N/A Delegation Number: DGA04512-003

THIS AMENDMENT is made and entered into between **CAMILLA, CITY OF**

whose address is: 30 E Broad ST STE 101, Camilla, Georgia 31730-1862

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend lease term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Effective upon execution by the Government, the lease period of the above described premises will be extended from **January 1, 2022** through **December 31, 2024**.
2. **Effective January 1, 2022**, the Government will pay the Lessor annual rent of **\$63,960.00** payable at the rate of **\$5,330.00** per month (representing **\$12.27*** per square foot for **5,214** rentable square feet of office space) in arrears. (*Rates may be rounded.)
3. The lease is amended to include FAR Part 52.204-25 (attached to this lease document) which will be initialed by the Lessor and Government.
4. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (<https://www.sam.gov>) upon receipt of this lease Amendment. The Government will not process rent payments to Lessors without an active/updated SAM Registration.

This Lease Amendment contains 4 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: _____

Signature: _____
 Name: Dina Burks
 Title: Lease Contracting Officer, USDA
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

LESSOR'S ANNUAL COST STATEMENT

Important - Read attached "Instructions"

OMB Control Number: 3090-0086

Expiration Date: 12/31/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 3090-0086. We estimate that it will take 2 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

1. Request for Lease Proposals (RLP) VSDA Mitchell County Service Center		2. Statement Date 4/24/2023
3. Rental Area (Square Feet) 10,430	3A. Entire Building 10,430	3B. Leased by Government 5,214
4. Building Name and Address (Number, Street, City, State, and Zip Code) McNeill Bldg Camilla Service Center VSDA 30 W Broad St Camilla, GA 31730		

SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION

SERVICES AND UTILITIES	LESSOR'S ANNUAL COST FOR		FOR GOVERNMENT USE ONLY
	(a) Entire Building	(b) Government-Leased Area	
A. CLEANING, JANITOR AND/OR CHAR SERVICE			
5. Salaries	6120	2400	
6. Supplies (Wax, cleaners, cloths, etc.)	1600	2600	
✓ 7. Contract Services (Window washing, waste and snow removal)	1600	800.	
B. HEATING			
8. Salaries			
9. Fuel ("X" one) <input type="checkbox"/> Oil <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Coal <input type="checkbox"/> Electric	2700	2700	
10. System Maintenance and Repair	600	600.	
C. ELECTRICAL			
11. Current for Light and Power	18,050	17,050,	
12. Replacement of Bulbs, Tires, Starters	1200	700,	
13. Power for Special Equipment			
14. System Maintenance and Repair (Ballasts, Fixtures, etc.)	700	500.	
D. PLUMBING			
15. Water (For all purposes) (Include Sewage Charges)	1730	1730	
16. Supplies (Soap, towels, tissues not in 6 above)	200.0	1600	
17. System Maintenance and Repair	500.	500	+
E. AIR CONDITIONING			
18. Utilities (Include electricity, if not in C11)			
19. System Maintenance and Repair	2500	1500	
F. ELEVATORS			
20. Salaries (Operators, starters, etc.)			
21. System Maintenance and Repair	508	250	

Entire Bid & Govt

G. MISCELLANEOUS (To the extent not included on Page 1)

22. Building Engineer and/or Manager			
23. Security (Watchperson, guards, not janitors)			
24. Social Security Tax and Workperson's Compensation Insurance	400	400	
25. Lawn and Landscaping Maintenance	1200	1200	
26. Other (Explain on separate sheet)			
27. TOTAL			

SECTION II - ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES

28. Real Estate Taxes			
29. Insurance (Hazard, Liability, etc.)	2916	2916	
30. Building Maintenance and Reserves for Replacement	12,000	6000	
31. Lease Commission			
32. Management			
33. TOTAL	61,524	\$142,446	

LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities, and ownership.

34. Signature of: ☐ Owner ☐ Legal Agent

TYPED NAME AND TITLE	SIGNATURE	DATE
34A. R Keith Lodge P+2	34B. [Signature]	34C. 4/24/02
35A.	35B.	35C.

Building Valuation & Condition

Please provide a narrative of the building valuation and condition of the building components – roof, HVAC, plumbing, windows. Commercial appraisal, professional inspection, or service/replacement documents. The table below may be used to submit this information.

PRINT Building Name and Address (Number, Street, City, State, and Zip Code):

Mc NEAL Building - USDA
30 W Broad Street
Camilla GA 31730


City of Camilla

Summary of Core Building Components

Component	Material/Type	Age / Years	Estimated Remaining Life /Years	Date of Last Renovation	Full or Partial Replacement	Planned Renovation Date:
Building Structure / Year Built: 1909-	Masonry Bearing Wall Brick Veneer on Slab		75	1950/2018	Partial	2024
Roof	TPO	05	15	2009	Partial	2040
HVAC System	Gas/Electric	5/10	10	2020	Partial	2024
Electrical	Full Code 120/208					
Plumbing	Pvc/copper					
Windows	Double Pane					
Doors	Commercial					
Parking Lot	ASphalt	15	5	2009		2025
Energy Efficiency	Windows/Insulation					

Tech-CAT 6	current					
Building Façade	Brick Veneer					
ADP Room Cooling System	Auto & Active					
Paint	Commercial					2024
Carpet	Commercial					2024
Restrooms	Tile					2024
Building Deficiencies	Paint & Carpet					2024

LESSOR'S CERTIFICATION – The information entered represents my best estimate as accurate.

PRINT Name and TITLE	SIGNATURE	DATE
R/Keith Lodge Planning & Zoning Administrator		4/14/23