

**MINUTES – REGULAR MEETING
CITY OF CAMILLA, GEORGIA
MAY 8, 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, May 8, 2023 by Mayor Owens.

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

City Manager Stroud, City Attorney Denmark (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 Burley and seconded by Councilman Pollard to approve the May 8, 2023 agenda. The motion passed by a unanimous vote.

APPROVAL OF MINUTES

Mayor Owens asked for a motion to approve the minutes from the April 10, 2023 meeting. A motion was made by Councilman Pollard and seconded by Councilman Burley. The motion passed by a unanimous vote.

SPEAKER APPEARANCES

Debbie Phelps, Susan Rackley, Martha Bateman, Jerome Jester, and Julie Tucker.

ACTION ITEMS

MENTAL HEALTH AWARENESS MONTH - PROCLAMATION

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. Mayor Owens read the Proclamation into the record. Mr. Jonathan Walker was recognized and stated he worked for Mitchell County Mental Health Services and Georgia Pines. They are a safety net for the citizens of Mitchell County and offer a wide array of services to include psychiatric treatment, medications, behavioral and health assessments, individual/family/group therapy, case management and other community resources. They teamed up with DFACS to offer parenting classes and recently a grant was approved for a co-responder program, whereby they have a mental health professional team up with an officer to accompany them for certain situations in the community. This helps free up some of the law enforcement resources to

MENTAL HEALTH AWARENESS MONTH - PROCLAMATION

address 911 calls and provide support for mental health needs. He commented they are an out-patient clinic and have an office in Pelham. He thanked the Mayor and Council for this opportunity to speak. Mayor Owens stated he would be going to Pelham to tour the facility and present the Proclamation to Mr. Walker and his staff. On motion by Councilmember Tucker and seconded by Councilman Morgan, the motion to approve the Proclamation passed by a unanimous vote.

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. A motion was made by Councilmember Tucker, seconded by Councilman Morgan, and passed by a unanimous vote to execute the agreement and authorize the Mayor to sign related documents.

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 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. A motion was made by Councilman Burley, seconded by Councilman Pollard, and passed by a unanimous vote to approve the Resolution and authorize the Mayor to sign.

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 senior's (60+ years of age) participation in the 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. After discussion regarding allocation of ARPA funds to for-profit and non-profit organizations, individual grants to citizens, and quality of life for citizens in Camilla, a motion was made by Councilman Burley, seconded by Councilman Morgan, and passed by a unanimous vote to allocate \$50,000 in ARPA funds to partner with Savannah Court of Camilla.

ETHICS BOARD APPOINTMENTS

City Manager Stroud stated 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 is two years. Mayor Owens thanked Coach/Pastor King, Deborah Reiber and Vicki Hicks for serving in this role for the past two years and their service is extremely appreciated. He stated there are three Ethics Board members with one member selected by the Mayor, one member is selected by the Mayor and voted on by the Council, and one member is selected by the Council via nomination. Councilmember Tucker nominated Julie Tucker to replaced Deborah Reiber. She commented Julie Tucker resides in District 2 and is trying to maintain some balance. Councilman Burley nominated Larcene Dawson, who is from District 1. Mayor Owens commented the requirement to serve on the Board is you have to be a citizen of Camilla. After discussion, a motion was made by Councilman Morgan and seconded by Councilman Pollard to close nominations for the Council nomination to the Ethics Board. Voting in favor of Julie Tucker serving as the Council's nomination: Councilmember Tucker and Councilmen Collins and Palmer. Voting in opposition: Councilmen Burley, Morgan, and Pollard. The Mayor voted no and the motion failed. Voting in favor of Larcene Dawson as the Council nomination to the Ethics Board: Councilmen Burley, Morgan, and Pollard. Voting in opposition: Councilmember Tucker and Councilmen Collins and Palmer. Mayor Owens voted yes and motion passed by a 4-3 vote.

Mayor Owens stated he has selected Winston Ross to serve and it does not require a vote of the Council.

Mayor Owens nominated Vicki Hicks to serve another term on the Ethics Board. Voting in favor of Vicki Hicks to be re-appointed to the Ethics Board: Councilmen Burley, Morgan, and Pollard. Voting in opposition: Councilmember Tucker and Councilmen Collins and Palmer. Mayor Owens voted yes and the motion passed by a 4-3 vote.

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. On motion by Councilman Morgan and seconded by Councilman Pollard, the motion to approve the amendment to the pay plan and classification passed by a unanimous vote. Mayor Owens commented in the last thirty days the city manager has brought forward three employees who will receive promotions with more responsibility in the City of Camilla and a prime example of promoting from within and continuing our knowledge base.

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

PROBATION SERVICES AGREEMENT – JUDICIAL ALTERNATIVES OF GEORGIA (cont.)

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. A motion was made by Councilman Burley and seconded by Councilman Morgan to approve the agreement with JAG contingent upon review by the city attorney. The motion passed by a unanimous vote.

SELECTION OF OFFICIAL CITY FLAG

Mayor Owens provided visuals of the city flags under consideration for selection. He asked for a nomination from Council on which flag will be the official flag for the City of Camilla. Councilman Pollard commented flag #2 was his nomination and Councilmember Tucker commented she concurs with Councilman Pollard. A motion was made by Councilman Pollard and seconded by Councilman Burley to close the nominations. The motion passed unanimously. On motion by Councilman Pollard, seconded by Councilman Burley, the motion to approve flag #2 as the official flag of the City of Camilla passed by a unanimous vote.

GATEWAY ENTRANCES FLAG POLES

The Mayor and Council discussed 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. Mayor Owens asked for a motion, contingent upon approval by GDOT, to install three flag poles at the south gateway entrance. A motion was made by Councilman Burley and seconded by Councilman Morgan to approve the installation of three flag poles at the southside gateway entrance. The motion passed by a unanimous vote. [Clerk's note: The location for the flag poles is the southside gateway entrance only.]

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. A motion was made by Councilman Pollard and seconded by Councilman Morgan to approve the MGAG trade confirmation for Alltech. After a brief discussion, the motion passed by a unanimous vote.

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

FUEL MASTER SYSTEM FOR AIRPORT (cont.)

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. A motion was made by Councilmember Tucker, seconded by Councilman Morgan, and passed by a unanimous vote to approve the purchase of Fuel Master for the Airport.

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

Mayor Owens asked if Council had any questions related to the contract. Councilman Palmer asked for the current designation of the MEAG account and Mayor Owens commented we have not got there yet. He stated they did the first amendment last year related to the contract. A motion was made by Councilman Pollard and seconded by Councilman Burley to approve the second amendment to the power purchase contract with MGAG. The motion passed by a unanimous vote.

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. A motion was made by Councilman Pollard, seconded by Councilman Burley, and passed by a unanimous vote to approve changing the date of the July council meeting to July 17th.

JUNETEENTH FLYER APPROVAL

The Council was asked to consider and approve the flyer as presented for the Juneteenth celebration scheduled for June 17th and hosted by the City of Camilla. A motion was made by Councilman Burley and seconded by Councilman Morgan to approve the flyer as presented. The motion passed by a unanimous vote.

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 and staff recommends a flat rate of \$750 for a consecutive two-day event. A motion was made by Councilman Morgan and seconded by Councilman Burley to approve the \$750 (seven hundred fifty dollars) flat rate as recommended for a consecutive two-day event. Mayor Owens commented The Depot has become a revenue center and is money the City has never received before. Giving the citizens of the town a rate reduction does not cost the City anything and is a benefit to our community. The motion passed by a unanimous vote.

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 asked for a motion to change the designation or keep the year-end settlement as currently designated. He commented approximately \$332,000 is the amount coming back to the City from MEAG this year. We have an Evergreen account which means MEAG will continue placing the funds to the account originally designated. A motion was made by Councilman Palmer and seconded by Councilmember Tucker to keep the year-end settlement as currently designated in the Evergreen account. Mayor Owens stated this is a refund coming back to the City and we operate two accounts: flexible and restricted. The refund is going to the flexible account and will put us at about \$6 million in the flexible account. We have approximately \$5.6 million in the restricted account and will have about \$11.5 million, of which \$6 million can be used for any purpose the Council determines. The motion passed by a unanimous vote.

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 (DCDA), Camilla Development Authority (CDA), and the Mitchell County Development Authority (MCDA). Mayor Owens commented what he is asking for is to work with the city manager through our city attorney to ask the authorities for certain publicly available information. He provided background information on the authorities and how the authorities work together/partner with/ support as it relates to building economic development in the city. Councilman Palmer chairs the Downtown Camilla Development Authority and the Camilla Development Authority (a board created by the Council). The Mitchell County Development Authority is chaired by Joe Bostick. He is part of the DCDA and CDA by virtue of his office. He is asking for Council to give him the authority to formulate the requests with the city manager and have the city attorney execute as it relates to the Downtown Camilla Development Authority and Camilla Development Authority. He does not have a seat on the Mitchell County Development Authority but thinks it is important they understand the efforts happening at the MCDA as it relates to Camilla and the things the Council is moving forward with as it relates to the City. A motion was made by Councilman Pollard and seconded by Councilman Morgan to approve the Mayor, working in concert with the city manager, to formulate the document requests. After discussion and comments from the Mayor and members of Council, voting in favor of authorizing the request: Councilmen Burley, Morgan, and Pollard. Voting in opposition: Councilmember Tucker and Councilmen Collins and Palmer. Mayor Owens voted yes and the motion passed by a 4-3 vote.

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

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

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. A motion was made by Councilman Palmer and seconded by Councilman Burley to approve the lease agreement as presented. The motion passed by a unanimous vote.

CITY MANAGER’S REPORT

City Manager Stroud’s report included updates on Jack’s Restaurant, patio at SCORES, flag pole installation, sprayfield (land application system) bid, cemetery fence bid, and Edward Brown Jr. Boulevard signage.

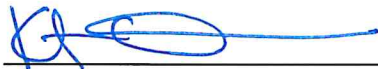
MAYOR’S ANNOUNCEMENTS

Mayor Owens commented with the new businesses, new housing, road paving, infrastructure repairs, new citizens, and projects for our youth/seniors, the City is doing very well and they are looking forward to doing more. He is also looking forward to giving more information in his second annual Mayor’s State of the City address.

ADJOURNMENT

The meeting adjourned at 7:35 p.m. on motion by Councilman Morgan.

BY:



KELVIN M. OWENS, MAYOR

ATTEST:



CHERYL FORD, CLERK

CITY OF CAMILLA, GEORGIA ~ SIGN-IN SHEET

DATE: MAY 8 2023 TIME: 6:00 ☐ A.M. ☒ P.M.

MEETING: ☒ COUNCIL ☐ WORK SESSION ☐ OTHER: _____

	NAME	ADDRESS	SPEAKER		TOPIC OF DISCUSSION
			NO	YES	
1	Debbie Phelps	387 Baker Place Camilla		✓	sales out of county
2	Martha Bellome	4242 US 19 Camilla		✓	art brought depot
3	Jonathan Walker	339 Pride St., Pelham, GA	✓		Council Conduct & others
4	Julia Tucker	178 Court Dr Camilla		✓	
5	Susan Roe	Camilla			art brought (depot)
6	J. Testro	115 Lincoln St			
7	Rhonda H. Williford	194 Ellis St	✓		
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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.

Kelvin M. Owens, Mayor



ATTEST:

Cheryl Ford, Clerk

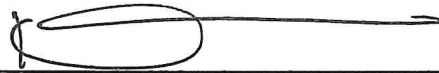
CITY OF CAMILLA, GEORGIA

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

APPROVED 05-08-2023

NON-EXEMPT POSITIONS
As of April 2023MAY
PROPOSED 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

APPROVED 05-08-2023

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



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 8th DAY OF MAY, 2023.

PROBATION SERVICES CONTRACTOR:

By: 
Name: Craig Taylor
Title: CEO, Judicial Alternatives of Georgia, Inc.

By: 
Name: KELVIN OWENS
Title: MAYOR
City of Camilla, Georgia



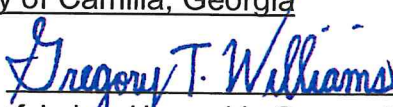
By: 
Chief Judge: Honorable Gregory Williams
Court: Municipal Court of Camilla, Georgia

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: _____

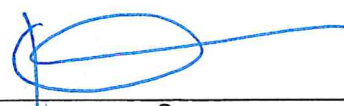
Month	Volume MMBtu	Price MMBtu
Jan-24	5,000	\$3.93
Feb-24	5,000	\$3.93
Mar-24	5,000	\$3.93

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.

MUNICIPAL GAS AUTHORITY OF GEORGIA

CITY OF CAMILLA

By: 
Its: President and CEO
Date: March 28, 2023

By: 
Its: MAYOR
Date: MAY 9 2023

**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:

1. Syntech provides a standard one year factory warranty on new hardware purchased.
2. FMLive includes an initial FMLive training webinar provided by the Syntech Training Department.
3. 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.
4. 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.
5. 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

CONFIDENTIAL

1 of 1

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: KELVIN OWENS
Title: MAYOR



ATTEST:

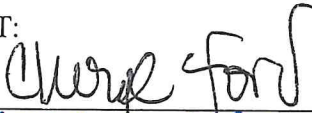
By: 
Name: CHERYL FORD
Title: CLERK

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 I, 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

**MUNICIPAL AUTHORITY OF
GEORGIA**

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: Ingo Burkhardt

TITLE: Treasurer



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
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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 _____

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. Date: 4/30/12
The Honorable Vernon Twitty, Jr.
Mayor of Camilla

By: Bennett Adams Date: 5/8/2012
Bennett Adams
City Manager

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

05-08-2023
NO CHANGE
PER COUNCIL
ACTION

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: KELVIN OWENS

Title: MAYOR

Entity Name: CITY OF CAMILLA

Date: MAY 9 2023

Signature: _____

Name: Dina Burks

Title: Lease Contracting Officer, USDA

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: 

Name: CHERYL FORD

Title: CLERK

Date: MAY 9 2023