

**MINUTES – REGULAR MEETING  
CITY OF CAMILLA, GEORGIA  
MAY 9, 2022**

The regular meeting of the Mayor and City Council of the City of Camilla was called to order at 6:30 p.m. on Monday, May 9, 2022 by Mayor Owens.

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

City Attorney Tommy Coleman and Interim City Manager/City Clerk Cheryl Ford were also present.

**OPENING PRAYER AND PLEDGE**

Mayor Owens gave the invocation and the Mayor and Council led the Pledge of Allegiance to the Flag.

**CITIZENS AND GUESTS**

Sign-in Sheet Attached.

**APPROVAL OF AGENDA**

Mayor Owens stated they should have received an email related to ECG and the charging of electric vehicles (EV) on the 19 corridor/route. They are asking for us to give them some indication in terms of our interest by tomorrow. He asks they add that particular discussion to tonight's agenda after the regular course of business. He asked for a motion to amend the agenda to include a discussion related to the possibility of the City of Camilla participating in adding EV charging station along US 19 in Camilla. Councilmember Tucker made a motion to approve the agenda with the amendment of adding the EV corridors to the end of the agenda. The motion was seconded by Councilman Burley and passed unanimously.

**APPROVAL OF MINUTES**

Mayor Owens asked for a motion to approve the minutes from the March 23, 2022 Called Council Meeting, March 29, 2022 Called Council Meeting, April 11, 2022 Called Council Meeting and April 11, 2022 Council Meeting. A motion was made by Councilman Burley and seconded by Councilman Pollard. The motion passed by a unanimous vote.

**SPEAKER APPEARANCES**

Mayor Owens stated the first speakers are Joe Thomas and Paul Robinson. Mr. Thomas introduced himself and stated he is from the Housing Authority of the City of Camilla and wanted to let them know some of the things they have been doing. He has been visiting housing authorities across the country and a lot of them of moving to what is called RAD – rental assistance demonstration. He visited other authorities to see what they have been doing to move forward and has been quiet impressed. He visited housing authorities in Rome, LaGrange, Hawkinsville and others. They are partnering with SEPIA Transformation Partnership and Mr. Paul Robinson. Mr. Robinson stated it is a very complicated process of what they go through to use low income housing tax credits and the combination of using RAD makes it more compli-

### **SPEAKER APPEARANCES (cont.)**

cated. RAD stands for rental assistance demonstration and he has been in the industry for 25 years and never been so excited about what is taking place in the affordable housing industry since the last 7 or 8 years. RAD came around in 2012 and the administration basically said they have got to find a way to renovate or restore 1.2 million public housing units across the country. At that time it was estimated there was about \$25 billion backlog of deferred maintenance. Today it is about \$70 billion. Each year it just keeps accumulating because most of the units were built in the 1930s, 40s, 50s, and 60s. In Camilla they were built in the 1950s and capital funds are not enough to restore the housing authority's to sustainable levels. The administration said they would have to figure out a way for housing authorities to put debt on their properties and partner with developers who are familiar with all of the affordable housing resources out there such as low income housing tax credits, federal home loan bank money, capital magnet fund money and there is a plethora of money out there used for affordable housing but the housing authorities could not use that money. In 2012 with 60,000 units available for RAD conversion, it was so successful that they ended up bumping it to \$185,000. That is when he said there is no part of the government growing by three times that amount. There is something going on when both sides of the aisle really liking what is taking place with RAD. At that time he changed RAD from rental assistance demonstration to republicans and democrats like it. It is a very sweet mix, which you can't say about many things. Republicans like it because it saved the federal government \$7 billion over the last ten years. Democrats like it because it takes care of marginalized communities that have been underserved in terms of maintenance and things that go on with public housing authorities. It is a sweet spot that went from 60,000 in 2014 to \$185,000 and in 2017 went to 217,000 and right now it is at 500,000 units available for RAD. He met Joe in 2015/2016 and at that time had closed three deals in RAD. He was going around to housing authority conferences trying to convince people this is the best thing he has seen in terms of renovating housing authority property. He worked with Northwest Georgia Housing Authority in Rome and the LaGrange Housing Authority where they did three deals there at about \$40/\$50 million of development work in a small city of 30,000 people. What he began to connect with is the Georgia Department of Community Affairs also wanted community transformation to take. He saw synergy between what RAD was trying to do, what the Department of Community Affairs was trying to do, and said why don't they combine these two and use housing as at a catalyst for individual and community transformation. He saw the flag go up and at Jester Homes they will see some development take place in the next two to three months for a hundred units of rehab. It will be almost \$90,000 to \$120,000 worth of gut rehab work and are putting in an application for Furlow/New Jester/Walker. It is an eighty-one unit development that will be new construction and is a competitive application and why he is here. He wants to make sure the city understands everything that is going on. Mayor Owens commented when he mentioned the \$90,000 to \$120,000 it is per unit and the amount being put in the inside. Mayor Owens stated for full disclosure he asked Paul to come and talk about this because they will be putting shovels in the ground soon and important for the public to understand they will be getting some serious rehab at Jester. He wanted the Council to know a document he will be signing is they just received about \$17 million in tax-free financing related to the deal at Jester. It is not something they have to vote on and a TERFA hearing that happened in April and is already done. He just needs to sign it and wants the Council and public to be aware, especially dealing with the good work that will be happening at Jester.



### **SPEAKER APPEARANCES (cont.)**

Barbara Reddick was recognized as the next speaker and Mayor Owens commented he asked Barbara to come and talk about PlanFirst and where we are. She commented PlanFirst is a program that rewards and recognizes communities that successfully have a pattern of following their comprehensive plan. It has to be demonstrated and documented. Camilla applied last year to be a PlanFirst community. There are a lot of rewards go along with it and you can apply for certain grants rather than every other year, you can apply every year. You get points on different applications from the Georgia Department of Community Affairs (DCA) and that can be huge, one point can make a lot of difference. The application submitted last year was not successful and we got comments. She met extensively with the Mayor and other City officials trying to beef up the application. She put in a call to DCA and knows how heavily they lean on the comprehensive plan and you have to really demonstrate it. They only do about a couple designations annually and it is stiff competition. Camilla has a comprehensive plan but it was not as robust as it should have been. It did not include a lot of things being done and there is no way at this point to add it. We are working on our comprehensive plan and can add those things and apply next year. If those things are not included in your current plan, she was told by a reliable source at DCA the review team will not even look at it. Her recommendation is to wait until next year, beef up the comprehensive plan, put the things we know will get the bells and whistles, and reapply next year. It is an annual application cycle about mid-May and her recommendation is to delay it, strengthen the comprehensive plan, and apply again next year rather than trying to apply this year and not making the mark because the activities are not in there. We did a lot of things but they are not listed in the comprehensive plan. You have to demonstrate those things or activities they plan on doing over the next five years, and she did work with us on the last comp plan but is working with us now, she can beef up the comp plan to the degree it will put us in a better position to get the designation next year. Mayor Owens commented what they just heard is something extremely important. We have a comp plan completed about five years ago. Inside of that comp plan is basically our vision where we see ourselves five years from now. In that comp plan there was nothing about a splash park, rehabbing Toombs Park, some of the other things such as façade grants, and things we are doing now and over the last couple years. Even though we have been doing some great work in the city, five years ago that was not visualized. We can't claim it this year because it was not on the plan five years ago. What we have to do now is to wait until next year to include all the good stuff we have been doing over the last couple years. He wanted to make sure they heard it from a third, independent party on why they would not be submitting PlanFirst this year which would potentially put them in the neighborhood of being able to apply for CDBG every year. We have to wait until next year and why it is important we demonstrate vision. As we are finding out now we are paying the price for that.

Fire Chief Jamie Sullivan provided an overview of our emergency management in the city. Chief Sullivan commented he has been with the city for ten years and in his 40<sup>th</sup> year of public safety. He is a certified Georgia Emergency Manager. With the city we are not the emergency management agency of record and is required by State statute under the county. We provide the services for the city to make sure we are meeting the goals that the city requires. Preparedness is planning. Last week was National Hurricane Preparedness Week and ended Saturday. June 1 starts the hurricane season. We are 135 miles inland but we experienced Hurricane Michael and need to be prepared now for hurricanes. Every June 1 they fuel every generator in the city. Of the five deep water wells our drinking water comes from, three have generators on them. The public



### **SPEAKER APPEARANCES (cont.)**

safety complex has a generator as well as our radio tower for our new radio system. It is a benchmark and public awareness they do every June 1 and maintenance is performed throughout the year. The city ordinance one-year anniversary is today signed by Mayor Owens for the new emergency management. It is not new in changing what they do or have done and will do. It updated dated terminology such as civil defense instead of emergency management. The updated ordinance matches the current terminology and protocols for Georgia Emergency Management Agency (GEMA) and the Federal Emergency Management Agency. They have a hazard mitigation plan in the county and all city councils approve it by resolution every couple years. This is to let them know as leaders and policy makers what we could face. It does not describe we are going to have a tornado and if we have one, what tornadoes do. We are prepared for hurricanes, floods, tornadoes, and have other issues that could happen: drinking water concerns and wastewater failures. As a city we have to look after and be prepared if we have those kind of disasters. We could have long-term power outages and the hazard mitigation is not how to mitigate or go after it and combat or fight it, but these things could happen in our community. There is also a local emergency operation plan and the City signs on each time it comes around. The emergency operation plan is how they, as responders, go to the event and take care of them. They have emergency service functions throughout the community. There are fifteen stated emergency service functions in the emergency operation plan and the City of Camilla has roles in ten of them and a vital part of responding to the community. EMA handles all four cities in the county and Camilla has a big role in helping respond with our resources. They are the lead for fire in the county and have other roles in the ones they participate in. State of emergencies happen and could just be in Camilla and we have to have a state of emergency declaration. The Mayor is authorized by policy to do that. It goes through the chain to Atlanta to the governor if we need assets from outside our community. The clerk has a resolution ready to fill in the blanks and he also has a copy. If it is a wide spread event it will tag on with the county and go to GEMA and they get it approved immediately to get the assets started. It gets State DOT help, Georgia Forestry Commission, DNR, State Patrol and the State of Emergency makes that happen. It could be for a disaster or disorder or anything they could declare as a state of emergency which is outlined in our ordinance. They have an emergency operation center (EOC) at the county 911 center. If they have a big event disaster they will have representatives there and it is not a command and control but a flow. It keeps things organized and equipment going in the right direction. EOC handles the flow of equipment and resources and gets the resources back where they belong when the event is over. He has a tactical operation center at the public safety building where they monitor the weather along with other things. They keep track and monitor situations. He has a direct link to the National Weather Service in Tallahassee and GEMA at the State Operations Center in Atlanta for communication and situational awareness. They also look at the rail traffic in town and monitor a good count on what type of products are coming through the community on rail along with truck traffic. They keep track of flammable fluid coming through in the event of train derailment or car crash and are prepared for that. He spoke of how they communicate with the community to get certified, qualified, proper and legitimate information to the public. They use Facebook, the scroll, and email. If they have a disaster a lot of those will not work. They then rely on National Weather Service radios and try to use Facebook when it works. They use reverse 911 system called CodeRed and encouraged everyone in the community to keep their phones updated with CodeRed. Everyone thinks it is just weather but they can also send out messages. It has been used when they had a natural gas problem and



### **SPEAKER APPEARANCES (cont.)**

had to shut down part of the grid and able to send out a CodeRed message with that information. He is working with 911 to get IPOL and can have access to that in our local community. If they go through IPOL through FEMA, and have a qualified disaster, they can send out that message. Out of state drivers driving through Camilla phones will go off. It is a great tool to have such as a train derailment and needed to evacuate or divert traffic they can have the message go out. It will hit the cell towers in the community and really helps with communication. Public information offices, such as the Marketing/ Communications Department, can help get messages out after disasters. As a Council and policy makers they can help with training. They have a training called National Incident Management System (NIMS) 402 and the playbook all first responders use to coordinate incidents. In his line of communication the new radio tower helps with communication and has regional channels with Albany and Thomasville and national channels built in. In the event of a disaster they have a bank of channels set up nationwide. Those programs help communicate to the public and get the message back to the City and they can relay the information. Camilla has had two Type 1 disasters: the Valentine's Day tornado in 2000 and Hurricane Michael. We were declared by Presidential declaration as Type 1. Every event will not be that and some we will have to handle on our own. There is a threshold to get declared and right now it is \$14 million in uninsured property damage. With a straight-line wind event we probably would not meet the threshold to get a Presidential declaration to get funds from FEMA. But when we do get funds from FEMA it is great to be prepared to receive them. Every one wants to build back as we are today or better. Recovery is not just building back but a whole community approach. An example of building back better is we want to use underground utilities. If we don't have that in the plan, FEMA will not allow us to do that out of recovery. We will have to go back with wooden poles in the air. If we have a plan of how we want to look in the future, FEMA will let us spend that money doing that and is an important role. Councilman Morgan asked about communication and CodeRed and if it was a subscription. Chief Sullivan stated it was free of cost and we have a portal on the City's website homepage. You can use cell phone and home phone numbers and receive either by text or phone call. Councilman Morgan stated if they could to put on social media to get the word out. Chief Sullivan stated if they have time on Saturday to have a class, GEMA has a representative that will come and teach a class in pre-disaster recovery planning. Mayor Owens commented the idea throughout the rest of the year is to have him come back and speak on other subjects as it relates to emergency management. With each season there is a different threat and important they stay abreast of all the latest technology and what they can do as a community and governing authority to keep our citizens safe. Councilman Pollard commented there has been conversation some departments have not received information what they would do in the case of an emergency and emergency evacuation plans. With him being Chief representing the City of Camilla, how often does he visit the departments and ensure they are aware of some of the evacuation plans to aid them in what they should do in case something happens. Chief Sullivan asked if he was talking about the map to get out of the building. Councilman Pollard replied yes and Chief Sullivan stated every building manager should have it posted. He will look and make sure they have it posted. Councilman Pollard stated it would make them feel safe and know what to do. Chief Sullivan stated as part of the building inspections throughout the year they will make sure it is posted.

## ACTION ITEMS

### RESOLUTION NO. 2022-05-09-1 – MUNICIPAL COMPETITIVE TRUST FLEXIBLE ACCOUNT

The Mayor and Council discussed the use of funds from the Municipal Competitive Trust Flexible Account for the following projects:

\$1.5 MILLION	BOYS and GIRLS CLUB/SENIOR CENTER
\$1.5 MILLION	SPRAYFIELD POND REPAIR
\$300,000	ADDITIONAL PAVING
\$700,000	ECONOMIC DEVELOPMENT
\$4.0 MILLION	TOTAL

A public hearing was conducted at the May 2, 2022 Work Session to receive citizen input and comments on use of the funds. The flexible trust fund has a current balance of \$8,986,284.94 and the transfer of funds for projects as presented is \$4 million. The City also has \$6,182,059.15 in a restricted generation trust account. The Council recommends approving Mayor Kelvin Owens and Interim City Manager Cheryl Ford be authorized to communicate City decisions with respect to the Trust by jointly executing written directions to MEAG Power and the Trustee via Resolution No. 2022-05-09-1 and authorizes the Mayor to sign. The expiration date for Cheryl Ford will be May 10, 2023 and for Mayor Kelvin Owens the expiration date will be December 31, 2023. A motion was made by Councilman Burley and seconded by Councilman Morgan. Councilman Pollard asked if something was added. Mayor Owens commented on the signature page, even if the Council approves and he along with the City Manager could sign, there are expiration dates that need to be added. Councilmember Tucker commented to reiterate what she conveyed at the last meeting with respect to the trust fund, they all represent a different constituency. What they hear from their constituents might be completely different what she hears from her constituents. She can only share what she hears and the representation she brings to the table. Taking money from the trust fund is borrowing from future generations of Camilla residents. The residents of Camilla have paid into the trust fund for decades to protect future generations. Last year they used \$1.2 million of the trust fund to do what it was intended to do, stabilize utility rates. Her question is what will they need this year or next year because they do not have that answer until they have a rate study completed to know what their needs are. It is a trust fund and paid in to for the future and dedicated for rate stabilization. She realizes it is a flexible account and can be used for anything but has been entrusted to them for the purpose of rate stabilization. With respect to the Boys and Girls Club, there is no doubt the time has come for either a renovation or a new facility. They have a lot of unanswered questions. At the March meeting it was presented to them from JRL General Contractors 12,135 square feet and was a proposal of needed space for the Boys and Girls Club facility. In the letter dated March 14<sup>th</sup> it states the construction costs current market conditions are \$250 to \$275 a square foot which could put the proposed building at \$3 million to \$3.34 million. Questions posed to her by the public are if we are using \$1.5 million of the trust fund for the facility, where will the remaining funds come from to build a 12,000 sq.ft. facility. The contractor talks about construction costs but does not include paving, the cost for maintenance and if it will be on us. What is the additional cost of insurance and who will that be on, along with furnishings. There are a lot of details they yet know and would like for them to take a step back. The building they are currently



**RESOLUTION NO. 2022-05-09-1 – MUNICIPAL COMPETITIVE TRUST FLEXIBLE ACCOUNT (cont.)**

in, and she is well aware of the condition, is not suitable for the Boys and Girls Club and it needs to be addressed. The director has been pointing it out for the past 15 years the city needs to address it. If we abandoned the building do we have blight left in that community or will we demolish the building. If we demolish the building we do not have a cost for demolition. To compare is what is the total cost of renovating the 4000 sq.ft. space they are occupying vs. the demolition cost. There are a lot of unanswered questions she wishes they had answers to. She was able to find out about a recent bid for a 20,000 sq.ft. building for a new roof. That bid was \$300,000. The Boys and Girls Club, she believes, will exceed that but they do not know and need a lot of questions answered to make a good decision. Everyone knows she supports the Boys and Girls Club and no doubt her family has been supporters for the 12 years they have lived here. She recommends they table the item until the time they can have a joint meeting with the Boys and Girls Club Board of Directions and the City Council and reach a resolution on a proper source of funding. Using the trust fund is not that proper source of funding. Councilman Palmer commented this is poor planning and poor management and the information they have to use the money is as vague as you can get. It has already been brought out they have an estimate that was done in March of approximately \$3.5 million and where is the other \$1 million coming from. Since they have no plans they don't know what it will be. This is the first he has heard about a senior center and been told the senior citizens centers in Pelham, Newton and Baconton have been closed. They may come to Camilla but he does not know. Lack of information. At the sprayfield there are three ponds and two are working. It was said last Monday night we only had one working and that is not correct. The other item is the paving and we do not have information about what streets or what it will cost other than the \$300,000. The last item is economic development which is a \$700,000 request to add to the \$500,000 we already have. It appears going through the agenda these action items tonight for numerous items to be funded the money is coming out of economic development. He is suggesting they change it to economic development/slush fund because it sounds like that is where the money is coming from. The worst part is pulling \$4 million out of our \$8.9 million trust fund that was set aside for debt service on Vogtle. It has been revealed to him if we don't raise rates and use all of that money, it was said in here last Monday night the money would last 8 or 9 years. He has been told it would last 5 years without rate increases. At the end of five years we have no idea where our utility rates will be. Councilman Morgan stated with regard to the paving one of the very last documents provided by the previous city manager sent to the full council was the streets that would be paved with the amounts. Mayor Owens stated the points brought up related to the comments from Councilwoman Tucker and Councilman Palmer are valid points. He thinks they have talked about, even with Mrs. Reddick in terms of our comprehensive plan, there were four items we said we would do. None of them included the things we have done over the past two years: splash park, Toombs, some of the repairs related to our sewer system. This is the vision that has been established since about 2020. We cannot use the good things we have been doing because four or five years ago it was not envisioned. It is very hard to us to move forward when there is no vision. The trust started in 1999, about 23 years ago. We are talking about the state of the Boys and Girls Club. If tackled ten years ago, we would not be having this conversation



**RESOLUTION NO. 2022-05-09-1 – MUNICIPAL COMPETITIVE TRUST FLEXIBLE ACCOUNT (cont.)**

today. He needs them to understand, for him and he suspects for a majority of the Council, they are tired of talking. It is time to get to work and the longer they continue to wait the larger the bill will be. In terms of how much it will cost, he mentioned last week the projected cost is somewhere between \$120 and \$200 per sq.ft. He included some of those numbers established in that report. The letter the councilwoman read from said to the city manager and city council. The city council did not get that document. The previous city manager did not share with them. They got the second page and it said 12,000 sq.ft. They had that document and one of the ways you find out how much something will cost is you have to bid it out. Georgia law states if it costs more than \$100,000 you have to put it out for bid. It is impossible for us to know what something will cost unless we bid it out. One of the things they have been talking about since the beginning of the year is pre-engineered/pre-fabricated buildings. The cost of that is that is 30% to 50% cheaper than traditional buildings. They are hoping once they put the Boys and Girls Club out for bid they get a nice group of companies that operate in pre-engineered buildings. There is a real good chance that estimate from the architect will not be valid. If the Council approves the drawdown they are going to have a conversation with the Boys and Girls Club to see what can be removed or modified. All these things need to happen first but the money has to be allocated. There are other funds, such as the fund for the splash park (SPLOST), there are numerous funding opportunities to use if they have to. But it is important to understand one thing for sure: there will be a new Boys and Girls Club built by the City of Camilla. They will start the process soon after tonight if the motion passes, to figure out exactly what they can do with value-engineering, how you can do something cheaper without reducing the quality. It is something the City of Camilla has used numerous times over the last few years. They at least have to get there to do that and passing the motion is part of that process. In terms of the sprayfield, if some councilmembers want to deal in semantics as it relates to the sprayfield and ponds, he will leave that up to them. As Mayor he does not have that luxury and is here to lead. For the record he stated there are three ponds. Two of the three ponds has either failed, is failing or expected to fail. He is not waiting for anything to fail, at all. Those are the facts. Economic development is the one-dimensional mindset that is extremely frustrating for him, and for many sitting around the table. They have two other arms of our government, per se, the Camilla Development Authority and the Downtown Development Authority. The one-dimensional mind convinces you when you draw the money down the only thing we can do with is something the council can do with. That type of one-dimensional stuff is the thing that has us putting on the shelf our PlanFirst application this year. There are members here that are part of the CDA and DDA. If you are part of the DDA you will remember this Mayor sat in the meeting and listened to, going around the table, how they were going to raise taxes on business owners that own property downtown. For those in the DDA they heard this Mayor say why are we doing that when they had over \$600,000 in the economic development fund with the City of Camilla. The City of Camilla can't go to a private business and say fix your façade. The DDA can and is why we have these authorities. When the authorities are used in the right way you can get a lot of stuff done. He knows because right now in downtown it is happening. All it took for the first time in Camilla's history, because it was said in this room we have never done that before, they transferred \$150,000 to the DDA



## **RESOLUTION NO. 2022-05-09-1 – MUNICIPAL COMPETITIVE TRUST FLEXIBLE ACCOUNT**

and they executed the program to perfection and many of the buildings downtown are now getting a nice and needed facelift. When you hear economic development, what they are talking about is using all of our partners. First Baptist Church they got the road at the hair place and clinic. It is those types of partnerships where we can use our resources to fix stuff like that (the road). If things go right tonight they are going to fix the road. They are moving forward in this city and it is disappointing that some cannot see the overall vision of what they are trying to do. He thinks in time, like with the splash park and Toombs Park, you see kids playing. Eight months ago all you had was a bunch of dead tree limbs and splintered playground equipment for kids to play on. Today it is modernized and we did that by partnering with the Housing Authority. We are moving forward. The motion on the floor is we have \$1.5 million for the Boys and Girls Club/Senior Center, \$1.5 million for the sprayfield pond repair, \$300,000 for additional paving, and \$700,000 for economic development for a total of \$4 million which will be taken out of the flexible trust which currently has a balance of almost \$9 million. Authorized to make the drawdowns is the Mayor and Interim City Manager and that will authorize the Mayor to sign. The expiration date for the Interim City Manager is May 10, 2023 and for the Mayor it will December 31, 2023. Voting in favor of the motion: Councilman Morgan, Councilman Burley, and Councilman Pollard. Voting against the motion: Councilmember Tucker and Councilman Palmer. Mayor Owens commented per our Charter the Mayor gets to vote twice: one of the times is when there is a tie, typically 3:3. The other time is when his or her vote is needed to go for or against an item. In this case tonight, the Mayor votes yes and the motion carries.

## **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY LOAN MODIFICATIONS**

The Council recommends executing documents to modify three loans with the Georgia Environmental Finance Authority (GEFA). Modification of the loans is the result of long lead times for equipment required to complete the projects. The Council recommends approving the Resolutions below with authorization for the Mayor to sign:

- Loan No. CWDRA20007 – Resolution No. 2022-05-09-2
- Loan No. CW2020003 – Resolution No. 2022-05-09-3
- Loan No. DWDRA20010 – Resolution No. 2022-05-09-4

The Council also recommends approval to authorize the Mayor to execute Modification of Promissory Note and Loan Agreement documents for the three loans. A motion was made by Councilman Burley and seconded by Councilman Pollard. The motion passed by a unanimous vote.

## **PAY PLAN AMENDMENT – PARK ATTENDANT**

The Council discussed the need to amend the Pay Plan to add a Park Attendant position to the Public Works Department. The primary purpose of the position is to provide maintenance of city parks and oversee compliance with park/facility rules and regulations. The recommended grade for the position is Grade 18 and the position is full-time with benefits. The Council approves amending the Pay Plan to add a Park Attendant position at Grade 18. A motion was

#### **PAY PLAN AMENDMENT – PARK ATTENDANT (cont.)**

made by Councilman Burley and seconded by Councilman Pollard. Mayor Owens commented there has been some conversations related to the Council's relationship to personnel and the city manager duties. It may be a question for some why is the council voting on a personnel matter in terms of a position. He reminded everyone what they are voting for is an amendment to the position and classification plan. Every year with the budget the position and classification plan is presented with the budget. What that allows the council to do is see what is working and what is not working. There is only one entity in the City of Camilla that can create a job and one entity that can remove a job. That is the City Council and the reason why they are having the discussion tonight is because the park attendant was not part of the pay and classification plan. To add it requires council approval. They will see it again once they get into budget season. For right now, because of the splash park is opening, they need to get it changed pending approval by the Council. He felt this was important to point out. The motion passed by a unanimous vote.

#### **AGREEMENT FOR COLLECTION SERVICES – COLLECTION BUREAU ASSOCIATES**

The City utilizes the services of Collection Bureau Associates (CBA) to assist in recovery of outstanding and uncollectible utility accounts. The collection service agreement expired and CBA is now asking for a new agreement to be executed. Terms of the agreement remain the same with the exception of an automatic renewal unless the City provides notice to terminate. The Council approves executing the *Agreement for Collection Services* with Collection Bureau Associates and authorizes the Mayor to sign. A motion was made by Councilman Burley and seconded by Councilman Pollard. The motion passed by a unanimous vote.

#### **RESOLUTION NO. 2022-05-09-5 – PROPERTY ACCEPTANCE – UNDERWOOD ST.**

The Council has received complaints, along with citizen feedback, regarding a portion of Underwood Street that is in a state of disrepair and hazardous to vehicular traffic. Property owners First Baptist Church, Glam Salon, and Todd and Jill Trebony desire to convey the property and right of way described in the deed to the City via a Quit Claim Deed. The Council approves Resolution No. 2022-05-09-5 approving and accepting the quit claim deed from said property owners and authorizes the Mayor to sign. A motion was made by Councilman Burley and seconded by Councilmember Tucker. Councilman Palmer stated for clarification the portion being deeded is not Underwood Street, it is a driveway and a no name street. Mayor Owens commented he recommends to amend Councilman Burley's motion to only describe that stretch of road/drive in front of Glam Salon and leading to Harney Street. Councilman Burley restated the motion: The Council has received complaints, along with citizen feedback, regarding a portion of a drive in front of Glam Salon. City Attorney Coleman commented the attorney called it a street and the deed has been signed. The quit claim deed states dedication of a street and right-of-way in the City of Camilla in the legal description. Mayor Owens stated the deed is the controlling factor and they want to make sure the record is right. Councilman Burley restated the motion: The Council has received complaints, along with citizen feedback, regarding a portion of a street in front of Glam Salon in a state of disrepair and hazardous to vehicular traffic. Property owners First Baptist Church, Glam Salon, and Todd and Jill Trebony desire to convey the property and right of way described in the deed to the City via a Quit Claim Deed. The Council



**RESOLUTION NO. 2022-05-09-5 – PROPERTY ACCEPTANCE – UNDERWOOD ST.  
(cont.)**

approves Resolution No. 2022-05-09-5 approving and accepting the quit claim deed from said property owners and authorizes the Mayor to sign. A motion was made by Councilman Burley and seconded by Councilmember Tucker. The amended motion passed unanimously.

**AIRPORT CONSULTANT SELECTION – PASSERO ASSOCIATES**

A request for statements of qualifications for Airport consulting services for Planning/Environmental and Design/Construction was advertised by the City in March of 2022. Proposals were received from two qualified consulting firms: Croy Engineering and Passero Associates. A Selection Committee was established and evaluated and scored the proposals based on selection criteria provided by the Georgia Department of Transportation. Staff recommends awarding the consulting service for Planning/Environmental and Design/Construction to Passero Associates, LLC. The Council recommends entering into a Master Consulting Services Agreement with Passero Associates, LLC for a five-year period to provide said services with authorization for the Mayor to sign the Services Agreement. A motion was made by Councilman Burley and seconded by Councilman Pollard. The motion passed by a unanimous vote.

**AMERICAN RESCUE PLAN ACT (ARPA) – EMPLOYEE HOURLY RATE**

The Council discussed approved uses of American Rescue Plan Act (ARPA) funds and chose to provide premium pay to City employees for work performed during the pandemic for a period of one year beginning June 1, 2022 and ending June 1, 2023. Employees will receive premium pay as shown below:

<u>Per Pay Period</u>	<u>Hours</u>	<u>Premium Pay</u>
Standard hours	80 hours (65% of staff)	\$1.00/hour
Investigators	80 hours	<del>\$1.00/hour</del> \$1.50/hour
Patrol Officers	84 hours	\$1.50/hour
Fire Fighters	106 hours	\$1.50/hour
Part Time	Multiple variables (avg. of 35 to 50 hours)	\$1.00/hour

The Council recommends approval for the use of ARPA funds for premium pay to City employees for a one-year period commencing on June 1, 2022 and ending on June 1, 2023. Estimated funding cost is \$250,000. [*Clerk's Note: A typographical error has been corrected for Investigators premium pay. This group of employees are considered emergency responders along with patrol officers and fire fighters. The corrected amount represents the amount included in the \$250,000 estimated funding.*] A motion was made by Councilman Burley and seconded by Councilman Pollard. Councilman Palmer stated this needs to be done in the form of a one-time bonus and it will give the employees this time of the year with summer coming on they can go on vacation or buy a boat and go fishing or do whatever they need to do and will have money to do that. If approved tonight the cost to the City is going to be \$250,000 and where is the money going to come from next year in the budget. Mayor Owens stated one of the things happening is every employee in the City for the next year will be receiving \$1.00 above their current hourly rate. For police officers and fire fighters they will get an additional \$1.50/hour.



### **AMERICAN RESCUE PLAN ACT (ARPA) – EMPLOYEE HOURLY RATE (cont.)**

This money is funded from the American Rescue Plan Act money the City received and it will cost about \$250,000. We will receive roughly \$1.8 million from ARPA. The leadership of the employees since last week have sent out information to the employees to let them know what this is. He asked for Interim City Manager Ford to speak briefly on the information sent out and the feedback. She stated she sent out a letter letting employees know this would be an agenda item and all feedback received is very positive and they understand it is only for a year. They will be told it begins June 1<sup>st</sup> and ends June 1, 2023 if approved tonight. They are all very appreciate and thankful for the Council doing this for them. Mayor Owens commented to the Councilman's point why this is not in the form of a bonus, part of this is acting as a recruiting tool. If we give a bonus today to employees here today and we hire someone tomorrow, it will be sideways to give that employee who starts on day one a bonus. We are giving our HR department, fire chief, police chief and other department heads an opportunity if there is an opening they are coming in potentially making \$1.00 more than a surrounding city. It is not only a retention tool but a recruiting tool and why it has been recommended it stay as an hourly rate and not a bonus. Councilman Pollard if it could be reconsidered on a yearly basis and Mayor Owens commented it absolutely could. The motion passed by 4-1 vote with Councilman Palmer voting no.

### **AMERICAN RESCUE PLAN ACT (ARPA) – UTILITY BILLS/PARTNERSHIP WITH FAMILY CONNECTIONS**

The Council discussed the use of ARPA funds to provide financial relief for City utility bills through a partnership with Family Connections to administer the relief program. ARPA funds in the amount of \$10,000 will be used to provide \$200 per household for financial assistance for utility bills. The money will be allocated as follows:

- \$5,000 for citizens
- \$5,000 for senior citizens

Participants are required to wait 12 months from date of funding to reapply for assistance. Family Connections will charge a 3% fee to administer the program on behalf of the City of Camilla and applicants will be required to meet their criteria for participation along with being a resident residing within the corporate limits. The Council recommends approval to use \$10,000 of ARPA funds to provide a utility relief program administered by Family Connections. A motion was made by Councilman Burley and seconded by Councilman Morgan.

Councilmember Tucker asked for clarification if it went as a credit on the utility bill or a check to the family and they can use to offset. Councilman Burley commented Family Connections will handle and provide the funds to the City. Councilmember Tucker asked if Family Connections would have the funds, provide them directly to the city, and the citizen never receives a check but a credit. Mayor Owens commented one reason they are providing the 3% administration fee to them is for them to operate and it is in the motion. The 3% fee to administer the program on behalf of the City of Camilla and applicants will be required to meet their criteria for participation. We are paying them \$300 out of the \$10,000 to administer the program as they see; however, the only stipulation we have given them is however they do that to make sure that whoever the funding is given to in whatever form, they are residents of the city of Camilla. Councilmember Tucker asked if the \$200 was a direct credit toward their utility bill. Mayor Owens commented however that is administered and why we are paying the 3% administrative fee. The only stipulation they have received is to make sure they are a resident of Camilla.



## **AMERICAN RESCUE PLAN ACT (ARPA) – UTILITY BILLS/PARTNERSHIP WITH FAMILY CONNECTIONS (cont.)**

Councilmember Tucker commented she would be willing to do more money if she knew it was going as a credit to the utility bill because it would benefit the citizen by getting a credit. She wants to make sure the money is going to offset the utilities, not just a direct check and what she is trying to clarify. Mayor Owens commented if the concern is a citizen is going to receive \$200 and not pay their utility bill, the motion is to pay Family Connections three-percent to administer the program. Whatever that process is they have, the only stipulation and per this motion is to make sure that household or resident is within the corporate limits of the City. If she has those particular concerns he recommends she talk with Family Connections to get more information on that. We are paying them three percent to administer as is. Councilmember Tucker commented she has no problems at all with the staff at Family Connections. What she is trying to determine is if we are providing \$10,000 is it coming back to the City through utility credits. Mayor Owens commented Family Connections would be the entity to ask. The way she is interpreting it is a credit to their utility bill and a beneficial program because the funds are coming back to the city and why wouldn't we do more. Mayor Owens commented last week they had a work session and had all the time in the world to make that point then. If the question is Family Connections going to cut a check to the City of Camilla or is Family Connection going to walk the individual over and deposit the check themselves, those details are embedded in the three percent administrative fee as it relates to Family Connections. Councilman Palmer stated he wants to know what the term is and it does not say what the term is. Mayor Owens commented each household has a max of \$200. Councilman Palmer asked how long the program would last. Mayor Owens stated until the \$10,000 is gone. Next month they have another work session and if folks are feeling generous to let them know and we will put in on the agenda. Councilman Pollard said the lady from Family Connections came twice to speak to them and if they really wanted to do more or find out how it would be administered they could have asked those questions during that time. If approved tonight they have a number they can direct call and find out the answers. He also asked if they are paying three percent fee to them, was it being paid from the funds allocated to them. If paying out of the funds, they don't have a true \$5,000 for each citizen group represented. Mayor Owens stated he was right. If they are paying the \$300 out of the \$10,000 it would leave \$9,700. They have the option to amend the motion. Mayor Owens asked Councilman Burley if he would like to amend his motion to \$10,300 and Councilmember Tucker if she would like to increase the amount. She replied she would wait and see how the program is going to work and all she was seeking was more detail. When you are in this position you are entitled to details because this is funds they are responsible for. It is perfectly within her scope to ask questions and details. Councilman Burley amended and restated his motion: Participants are required to wait 12 months from date of funding to reapply for assistance. Family Connections will charge a 3% fee to administer the program on behalf of the City of Camilla and applicants will be required to meet their criteria for participation along with being a resident residing within the corporate limits. The Council recommends approval to use \$10,350 of ARPA funds to provide a utility relief program administered by Family Connections. A motion was made by Councilman Burley and seconded by Councilman Pollard. Councilmember Tucker asked what the \$350 was for and three percent is \$300. Mayor Owens commented the discussion related to Councilman Pollard's concern if they were at \$10,000, three percent would be \$300 and that would reduce the number below \$10,000 and would not be \$5,000 for citizens and \$5,000 for senior citizens. The \$350 is added to make up for that. The motion carried by a unanimous vote.



### **AMERICAN RESCUE PLAN ACT (ARPA) – FUTURE PARK DEVELOPMENT**

The Council also discussed an approved use of ARPA funds to assist in future park development. Three hundred thousand dollars (\$300,000) will be allocated to assist in the development and implementation of City parks. The Council recommends approval to use \$300,000 of ARPA funds for park development. A motion was made by Councilman Burley and seconded by Councilman Pollard. Councilman Palmer stated this was all the information they have been given and wants to know where the parks are going to be, what kind of parks-walking or dog parks, and how much it will actually cost. Mayor Owens commented the money to be allocated to this is \$300,000 and the funds are to assist in future park development. They can no longer operate on a one-dimensional or linear situation. The world has changed and they are not operating in an economy that is now asymmetrical and if they don't adjust they will fall behind. They don't have to take his word for it. Prior to the façade grants and the splash park, they saw the state of the city. The proof is in the pudding and what they are saying is they are allocating money for future park development. With the money allocated they now have the ability to sit down and start planning what they can do with that, but first the money has to be allocated. These are funds sent to the City of Camilla for this very specific purpose. This is unbudgeted money sent from the federal government who said we just went through a once in a lifetime pandemic. The global economy has forever changed and we are sending you \$1.8 million to prepare for that. Voting in favor of the motion: Councilman Burley, Councilman Morgan and Councilman Pollard. Voting against the motion: Councilmember Tucker and Councilman Palmer. Mayor Owens voted yes and the motion carried.

### **POLICY ADOPTION FOR CITY PARKS**

The Council reviewed a Park Policy to provide rules and regulations for the use of public parks owned and maintained by the City of Camilla. The Council recommends approval of the policy with an effective date of May 9, 2022. A motion was made by Councilman Burley and seconded by Councilman Morgan. The motion passed by a unanimous vote.

### **JUNETEENTH EVENT – BUDGET SUPPLEMENTAL**

The Council discussed a Juneteenth event to be presented by the City of Camilla on June 18<sup>th</sup> and June 19<sup>th</sup>. The budget to hold the festival is estimated to be \$12,157 and the current budgeted amount is \$1,600. The Council recommends approval to allocate an additional \$12,157 to the event. The Economic Development account will be the funding source. A motion was made by Councilman Burley and seconded by Councilman Morgan. Councilmember Tucker stated she was reading over the proposal and stated she did not see a location where the festival would be held and what the Committee has planned. Councilman Morgan commented they are looking at the downtown areas and to hear the official reports back from Mr. Gray and the Planning Committee. She asked if the total budget is \$13,757 and Councilman Morgan stated that was correct. Councilman Palmer stated they put \$1,600 in the budget and if this is passed tonight, it is 88% over budget. In normal circumstances any item like that would be turned down. If they are going to do things like this they need to have accurate figures. It is so far off it is not even in the ballpark. Mayor Owens stated he was absolutely right and promised him that this year's budget discussions will be the most robust they have seen in the city in decades. They are going to make sure they don't have to do this again. They will make sure it is going to get squared away. The \$12,157 are unbudgeted funds coming from the economic development fund and there is no

#### **JUNETEENTH EVENT – BUDGET SUPPLEMENTAL (cont.)**

budget amendment. The \$1,600 already allocated will remain the same. The unbudgeted funds will not impact the budget of Camilla for this particular fiscal year. Councilmember Tucker asked if the Planning Committee was aware the budget was \$1,600. Mayor Owens stated that budget belongs to the Downtown/Main Street line item and they were aware since October. Councilman Morgan stated they [the Committee] just now found out they needed a budget update but staff knew. Mayor Owens commented there would be a few changes in the upcoming budget season. Voting in favor to allocate an additional \$12,157 to the Juneteenth event: Councilman Burley, Councilman Morgan, and Councilman Pollard. Voting no: Councilmember Tucker and Councilman Palmer. Mayor Owens voted yes and the motion carried.

#### **ORDINANCE NO. 2022-05-09-1 – COUNCIL MEETING TIME CHANGE**

The Council discussed and recommends changing the time of Council Meetings from 6:30 p.m. to 6:00 p.m. Ordinance No. 2022-05-09-1 provides for the time change and is recommended for approval, waive the second reading, and authorization for the Mayor to sign. A motion was made by Councilman Burley and seconded by Councilman Pollard. The motion carried by a unanimous vote.

#### **MENTAL HEALTH MONTH PROCLAMATION**

Mayor Owens stated every year mental health, especially in a post-Covid world or in the middle of a post-Covid world, the State of Georgia passed historic legislation this legislative season related to mental health in our State. This is going to have to be a community effort related to mental health going forward. Just as with our economy, everything else at this particular point as it relates to Covid has become asymmetrical on top of the regular issues dealing with mental health. The City of Camilla will always be committed to supporting this effort. Mayor Owens read the Proclamation into the record and presented it to Mr. Jonathan Walker and Mr. Todd Jones. On behalf of the City of Camilla he thanked them for all they do and continue to do and wanted them to know they have a partner in the City of Camilla.

#### **CITY CARNIVAL – BUDGET SUPPLEMENTAL**

The Council received information from Downtown Manager Don Gray at their May 2<sup>nd</sup> work session regarding a carnival to be presented by the City of Camilla and scheduled for May 26<sup>th</sup> through May 30<sup>th</sup>. The proposed carnival will include rides and attractions, vendors, bands, talent show and a pageant. The unbudgeted event is estimated to cost \$8,500 and the Council recommends approval to allocate \$8,500 from the Economic Development fund to host the event. A motion was made by Councilman Burley and seconded by Councilman Morgan. The motion carried by a unanimous vote.

#### **ELECTRIC CITIES OF GEORGIA – ELECTRIC VEHICLE CHARGING CORRIDORS**

Mayor Owens commented as he mentioned before ECG has become aware that the Georgia Department of Transportation will be looking for funding to help fund certain corridors in the State and US 19 is one of those corridors for recharging electric vehicles. Because we are an ECG city they want to know our interest in doing this. It will be coming online in about two years and the cost to the City will be between \$60,000 and \$100,000 for the utility infrastructure.



## **ELECTRIC CITIES OF GEORGIA – ELECTRIC VEHICLE CHARGING CORRIDORS (cont.)**

He asked for an indication from Council if this is something the City of Camilla would be willing to participate. He asked for a motion, not to allocate funds, but to have the Interim City Manager contact representatives of ECG to let them the City of Camilla is interested in this program. A motion was made by Councilman Burley and seconded by Councilman Morgan to have the Interim City Manager contact ECG to let them know the City of Camilla is interested. Councilman Palmer asked what level of participation they were asking for. Mayor Owens stated at this particular time it is only the utility infrastructure – transformer, primary wires, and cables. It is a 750kva transformer and the price right now is between \$50,000 and \$60,000, not including the primary wiring and cable, and could be up to \$100,000. This is for four, Type 3, super charging stations. About 90% will be covered with the funding GDOT is going after. Councilman Palmer commented EMC already has one station and have had it for a while. Mayor Owens commented there are three types and one being proposed here is Type 3 and a fast charger. They have identified four corridors and one is US 19, which goes from Jonesboro, Georgia down to Florida. Councilmember Tucker asked if we were communicating we are interested in exploring and not committing the money. Mayor Owens replied that even though we are not allocating any money tonight, if we tell ECG this is something we are interested in at some juncture in a couple years the expectation is this is something we want to do. There is not an allocation of funds this evening and he does not anticipate any for a while. Councilman Palmer commented with us being in between Albany and Thomasville, the mileage on the stations and how far they are a part is a key question to this. If Albany is going to put in fifteen or twenty and Thomasville is going to put in ten or twelve, do we need to put any in? Mayor Owens commented it is his understanding they are supposed to be about 50 miles apart and this is just US 19. If Thomasville or Albany have some in town, and it was just mentioned EMC has one, and they are not on 19, he thinks the idea is what are we doing on 19. He can say they may have a little leverage where end up being. He supports this and it is a great thing. Councilman Pollard commented he is comfortable agreeing with it and today's society has forever changed. We are looking at technology with the new cars such as Tesla. When talking about economic growth, we have doctors, nurses, and lawyers passing through Camilla all the time. When looking at the future of Camilla he hears his constituents talk about what if, can we have this or that, grocery stores, new food places, places for kids to go. He supports those things that can be for Camilla's future. The motion is to authorize the Interim City Manager to communicate with ECG the City of Camilla is interested. Voting in favor of the motion: Councilman Burley, Councilman Morgan and Councilman Pollard. Councilmember Tucker stated she did not feel she has enough information. She received an email right before she got to the meeting and has not had enough time to read it. She stated she is abstaining. Councilman Palmer stated he did not have enough information and is abstaining. Mayor Owens reminded the Council and public an abstention counts as a negative vote. Councilmember Tucker stated she just read the email and did not have time to review. Mayor Owens voted yes to allow the Interim City Manager to communicate to ECG the City of Camilla is interested. The motion carried.

## **INTERIM CITY MANAGER'S REPORT**

City Manager Ford commented for citizens residing in the 2022 Community Development Block Grant area letters were mailed requesting participation in a survey and writing a letter of support

### **INTERIM CITY MANAGER'S REPORT (cont.)**

for the CDBG project. We have not received a lot of response and city staff will be visiting the neighborhoods and knocking on doors requesting survey completion and support of the project. The target area includes Palmer, Butler, a portion of MLK, and a portion of Worley Street.

The independent financial consultant, Susan Roberts, will be in on Thursday to help with reports and provide other financial/accounting assistance as needed.

The splash park is still on schedule for a grand opening on Memorial Day weekend. A malfunctioning controller board was replaced today and minor items remain on the punch list and are expect to be cleared this week. A soft opening is being planned and we are looking forward to that.

The pre-construction meeting was held for the gateway signs and the contractor has ordered the materials. When a firm date of construction is made available the Council will be notified.

A copy of the cemetery lots sold from March 9<sup>th</sup> to May 9<sup>th</sup> is in the packet.

The Burson Road semi-truck parking area signs have been ordered and should arrive tomorrow. Staff will make the lot available for public use and will be putting notice out to people in violation the area is available.

Councilman Pollard questioned the letters of support for the CDBG project and what we are looking for. City Manager Ford responded when she sent the letters in the target area she provided five samples to give them an idea of what they were looking for. It is a sewer project and some residents may be experiencing sewer backups, flooding or drainage issues. It is a letter stating they have experienced some or all of the issues and provided as a sample. Councilman Pollard asked if help was needed and would be glad to assist. City Manager Ford stated she could use help and they would be on foot and knocking on doors.

She mentioned they would be starting a campaign to encourage customers to sign up for ebills. She has been notified by the supplier who produces our utility bills and mail outs there is a nationwide paper shortage and they will be increasing the cost of our envelopes and potentially the paper to print the bills. She hopes they do not have to pass the cost to the customer and it is expected to last a year or longer. Paige is working with the customer service manager to get a campaign to encourage people who will to sign up for ebill. Mayor Owens commented depending on the cost we could bring it back to Council.

### **MAYOR'S COMMENTS**

Mayor Owens commented for about 45 days or so he has watched daily the interim city manager come to work every day and she is still the city clerk. She has led the city with her employees and a true partnership with the elected and executive side of the house. We have not skipped a beat and if you look at tonight's agenda, it is not a half-pager. She has done it without blinking, without complaining, and they are thankful for her. Interim City Manager Ford thanked them and stated it has been a pleasure. She reminded and encouraged everyone to come out and early vote.



### **MAYOR'S COMMENTS (cont.)**

He commented this weekend he went to a play put on by folks from this city. In June he will come back to Council and figure out how we can support that type of creativity and entertainment. They take it on the road in this region representing the city of Camilla. He will come back and ask how we support folks like this to continue to do things like this.


As he mentioned in January the operational tempo of the city is going to increase and it has. It is important for everyone to understand it will continue.

Councilman Pollard stated the name of the stage play is Tofany Entertainment.

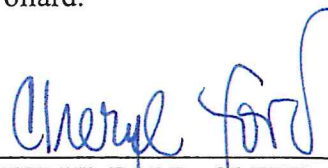
### **ADJOURNMENT**

The meeting adjourned at 8:30 p.m. on motion by Councilman Pollard.

BY:

  
\_\_\_\_\_  
KELVIN M. OWENS, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL FORD, CLERK



# CITY OF CAMILLA, GEORGIA ~ SIGN-IN SHEET

DATE: MAY 9 2022

TIME: 6:30

☐ A.M.

☒ P.M.

MEETING: ☒ COUNCIL

☐ WORK SESSION

☐ OTHER: \_\_\_\_\_

	NAME	ADDRESS	SPEAKER		TOPIC OF DISCUSSION
			NO	YES	
1	Walter Anderson	104 Thomas St. Camilla	X		
2	Orlando Palmer	211 Maryland Dr	X		
3	Therese E. Williford	154 N Ellis St	X		
4	Camille Hayes	P.O. Box 48	X		
5	Cindy Ange	2519 Hwy 112 Camilla	X		
6	Janet Sullivan	City of Camilla Fire Dept.			
7	Susan Roen	Camilla	X		
8	Melanie Young				
9	Shealy Harrell				
10	Marie Dixon				
11	Jerome Testor	Camilla	✓		
12	Jonathan Walker	339 Pride St. Alhambra	✓		
13	Jewell Howard	P.O. Box 41 Burton	✓		
14	Joe Nelson	P.O. Box 247 Camilla		✓	
15	Paul Robinson	4532 Parkway Circle, East Pt. St.		✓	
16	Brian Oren	St. George Rd		✓	
17					



# CITY OF CAMILLA, GEORGIA ~ SIGN-IN SHEET

DATE: 5.9.22 TIME: 1830 ☐ A.M. ☒ P.M.

MEETING: ☒ COUNCIL ☐ WORK SESSION ☐ OTHER: \_\_\_\_\_

	NAME	ADDRESS	SPEAKER		TOPIC OF DISCUSSION
			NO	YES	
1	Michelle Jones		✓		
2	Todd Jones		✓		
3	Wanda Johnson	P.O. Box 511	✓		
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## Resolution of the City of Camilla, Georgia Resolution No. 2022-05-09-01

WHEREAS, the City is a Beneficiary of the Municipal Competitive Trust (the "Trust") that MEAG Power established as of January 1, 1999; and

WHEREAS, pursuant to the terms of the Trust, the City is allowed to transfer certain funds between accounts and withdraw certain funds from accounts by written direction to MEAG Power and the Trustee; and

WHEREAS, by official action of the City, a City official was delegated authority to make deposits to the Trust and to communicate City decisions with respect to the Trust to MEAG Power and the Trustee; and

WHEREAS, in order to improve the notification process, MEAG Power has requested that all written directions communicating City decisions with respect to the Trust be executed by two independent City officials; and

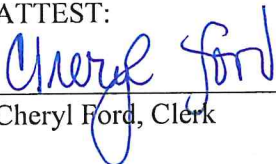
WHEREAS, the City, after due consideration, has determined that such procedural changes are in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED that henceforth KELVIN M. OWENS [Official] and CHERYL FORD [Official] (together, the "Authorized Officials") are authorized to communicate City decisions with respect to the Trust by jointly executing written directions to MEAG Power and the Trustee; and


FURTHER RESOLVED that the City hereby authorizes the Authorized Officials to execute, and the City Clerk to attest and deliver, certificates specifying the names, titles, term of office and specimen signatures of the Authorized Officials and other certificates and documents that MEAG Power may require from time to time to effect the purposes of the Trust and this Resolution.

This 9<sup>th</sup> day of May, 2022.

ATTEST:

  
Cheryl Ford, Clerk

CITY OF CAMILLA, GEORGIA

  
Kelvin Owens, Mayor





**CITY OF CAMILLA, GEORGIA  
INCUMBENCY AND SIGNATORY CERTIFICATE**

I, the undersigned, CHERYL FORD, DO HEREBY CERTIFY that I am the duly appointed City Clerk of the City of Camilla, Georgia. I HEREBY FURTHER CERTIFY that the below named persons have been duly appointed or elected, as applicable, have been qualified, are duly holding the offices set opposite their names on this day and the signatures set opposite their names are their genuine signatures:

NAME: CHERYL FORD  
OFFICE: CITY CLERK  
\*TERM EXPIRES: 05-10-2023  
SIGNATURE: *Cheryl Ford*

NAME: KELVIN OWENS  
OFFICE: MAYOR  
\*TERM EXPIRES: 12-31-2023  
SIGNATURE: *Kelvin Owens*

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed the official seal of the City of Camilla this 9<sup>th</sup> day of May, 2022.



*Cheryl Ford*  
By: Cheryl Ford  
Its: City Clerk, City of Camilla

\*Example: (1) At the pleasure of the Council; or (2) Month, Day, and Year (i.e. December 31, 2022)

A RESOLUTION

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 Electric Authority of Georgia's Election Committee, with authority to cast all votes to which this City is entitled. W.D. "DANNY" PALMER III is appointed as alternate voting delegate.

This 6th day of JUNE, 2022.  
13th

CITY OF CAMILLA

ATTEST:

Cheryl Ford  
Clerk

[Signature]  
Mayor

\_\_\_\_\_  
Councilmember \*

\_\_\_\_\_  
Councilmember \*



\* Additional council signatures optional.



**EXTRACT OF MINUTES  
RESOLUTION OF GOVERNING BODY**

**Recipient:** CITY OF CAMILLA

**Loan Number:** CWDRA20007

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 9th day of MAY, 2022, the following resolution was introduced and adopted.

**WHEREAS**, the Borrower has borrowed \$200,000 from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated **FEBRUARY 22, 2021**, between the Borrower and the Lender; and

**WHEREAS**, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated **FEBRUARY 8, 2021**, of the Borrower; and

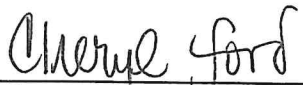
**WHEREAS**, the Borrower and the Lender have determined to amend and modify the Loan Agreement, pursuant to the terms of a Modification of Promissory Note and Loan Agreement (the "Modification") between the Borrower and the Lender, the form of which has been presented to this meeting;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

**BE IT FURTHER RESOLVED** by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

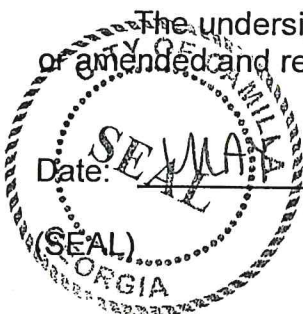
  
(Signature of Person to Execute Documents)

MAYOR  
(Print Title)

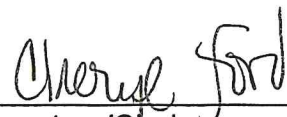
  
(Signature of Person to Attest Documents)

CITY CLERK  
(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.



Date: MAY 9 2022

  
Secretary/Clerk

**CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA  
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and  
existing under the laws of  
the State of Georgia)  
as Lender

and

**CITY OF CAMILLA**

(a public body corporate and politic duly created and existing  
under the laws of the State of Georgia)  
as Borrower

---

**MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT**

---



## MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

**THIS MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT** (this "Modification") dated MAY 17, 2022, by and between **CITY OF CAMILLA**, Georgia, a Georgia public body corporate and politic (the "Borrower"), and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "Lender").

### Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, dated **FEBRUARY 22, 2021**, as amended prior to the date hereof (as so amended, the "Loan Agreement"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, dated **FEBRUARY 8, 2021**, as amended prior to the date hereof (as so amended, the "Note").

B. The Lender and the Borrower desire to modify the Loan Agreement and Note in certain respects in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the promises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

### Statement of Terms

**1. Amendments of Note** - Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended as follows:

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **OCTOBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed (the "**Amortization Commencement Date**"). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the "**Maturity Date**").

**2. Amendments of Loan Agreement** - Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Loan Agreement is hereby amended as follows:

Section 2 (a) of the Loan Agreement is hereby amended and restated to read as follows: "The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **OCTOBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$200,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed."

Exhibit A is amended and restated to read as written in the attached Exhibit A.

**3. No Other Waivers or Amendments** - Except for the amendments expressly set forth and referred to in Section 1 and 2 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note.

**4. Representations and Warranties** - To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

**5. Conditions Precedent to Effectiveness of this Modification** - The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 4 above and to the fulfillment of the following additional conditions precedent:

a. the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and

b. the Lender shall have received (1) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto, and (2) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto.

**6. Counterparts** - This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof

**CITY OF CAMILLA**

Approved as to form:

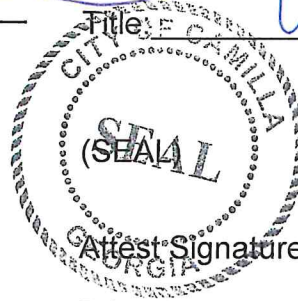
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Borrower's Attorney



Attest Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CLEAN WATER STATE REVOLVING FUND,  
ADMINISTERED BY GEORGIA  
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: \_\_\_\_\_

Kevin Clark  
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

**Recipient:** CITY OF CAMILLA

**Loan Number:** CWDRA20007

This project will install emergency bypass pumps, generators, and related appurtenances.



DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF CAMILLA

Loan Number: CWDRA20007

ITEM	TOTAL	CWSRF
Construction	\$170,000	\$170,000
Contingency	10,000	10,000
Engineering & Inspection	20,000	20,000
Administrative/Legal	-	-
<b>TOTAL</b>	<b>\$200,000</b>	<b>\$200,000</b>

\*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF CAMILLA

Loan Number: CWDRA20007

ACTION	DATE
Plans & Specs Submitted to EPD	DECEMBER 2020
Bid Opening	JANUARY 2021
Notice to Proceed	FEBRUARY 2021
Completion of Construction	JUNE 2024





May 9, 2022

Clean Water State Revolving Fund, Administered by  
Georgia Environmental Finance Authority  
233 Peachtree Street, NE  
Harris Tower, Ste 900  
Atlanta, GA 30303-1506

Ladies and Gentlemen:

A legal opinion from **PERRY & WALTERS, LLP** was delivered to you, dated January 28, 2021 (the "Closing Opinion"), relating to the Loan Agreement (the "Loan Agreement"), dated **FEBRUARY 22, 2021** between CITY OF CAMILLA (the "Borrower") and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), and the Promissory Note (the "Note"). Dated **FEBRUARY 8, 2021**, of the Borrower. As counsel for the Borrower, I have examined the original of the Modification of Promissory Note and Loan Agreement (the "Modification"), between the Borrower and the Lender, the proceedings taken by the Borrower to authorize the Modification, the Closing Opinion, and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note and the Loan Agreement (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Sincerely,

DREW ECKL & FARNHAM, LLP

Tommy Coleman

**EXTRACT OF MINUTES  
RESOLUTION OF GOVERNING BODY**

**Recipient:** CITY OF CAMILLA

**Loan Number:** CW2020003

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 9th day of MAY, 2022, the following resolution was introduced and adopted.

**WHEREAS**, the Borrower has borrowed **\$1,900,000** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated **FEBRUARY 22, 2021**, between the Borrower and the Lender; and

**WHEREAS**, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated **FEBRUARY 8, 2021**, of the Borrower; and

**WHEREAS**, the Borrower and the Lender have determined to amend and modify the Loan Agreement, pursuant to the terms of a Modification of Promissory Note and Loan Agreement (the "Modification") between the Borrower and the Lender, the form of which has been presented to this meeting;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

**BE IT FURTHER RESOLVED** by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

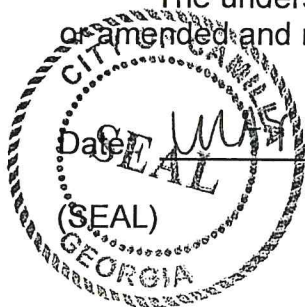
  
(Signature of Person to Execute Documents)

MAYOR  
(Print Title)

Cheryl Ford  
(Signature of Person to Attest Documents)

CITY CLERK  
(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.



Cheryl Ford  
Secretary/Clerk



**CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA  
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and  
existing under the laws of  
the State of Georgia)  
as Lender

and

**CITY OF CAMILLA**

(a public body corporate and politic duly created and existing  
under the laws of the State of Georgia)  
as Borrower

---

**MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT**

---

## MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

THIS MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT (this "Modification") dated May 17, 2022, by and between CITY OF CAMILLA, Georgia, a Georgia public body corporate and politic (the "Borrower"), and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "Lender").

### Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, dated **FEBRUARY 22, 2021**, as amended prior to the date hereof (as so amended, the "Loan Agreement"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, dated **FEBRUARY 8, 2021**, as amended prior to the date hereof (as so amended, the "Note").

B. The Lender and the Borrower desire to modify the Loan Agreement and Note in certain respects in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the promises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

### Statement of Terms

**1. Amendments of Note** - Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended as follows:

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **OCTOBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed (the "**Amortization Commencement Date**"). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the "**Maturity Date**").



**2. Amendments of Loan Agreement** - Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Loan Agreement is hereby amended as follows:

Section 2 (a) of the Loan Agreement is hereby amended and restated to read as follows: "The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **OCTOBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$1,900,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed."

Exhibit A is amended and restated to read as written in the attached Exhibit A.

**3. No Other Waivers or Amendments** - Except for the amendments expressly set forth and referred to in Section 1 and 2 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note.

**4. Representations and Warranties** - To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

**5. Conditions Precedent to Effectiveness of this Modification** - The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 4 above and to the fulfillment of the following additional conditions precedent:

a. the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and

b. the Lender shall have received (1) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto, and (2) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto.

**6. Counterparts** - This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof

**CITY OF CAMILLA**

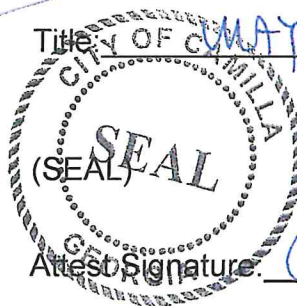
Approved as to form:

By: \_\_\_\_\_  
Borrower's Attorney

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



Attest Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CLEAN WATER STATE REVOLVING FUND,  
ADMINISTERED BY GEORGIA  
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: \_\_\_\_\_

Kevin Clark  
Executive Director

(SEAL)



DESCRIPTION OF THE PROJECT

SCOPE OF WORK

**Recipient:** CITY OF CAMILLA

**Loan Number:** CW2020003

This project will rehabilitate the wastewater treatment plant, lift stations, and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF CAMILLA

Loan Number: CW2020003

ITEM	TOTAL	CWSRF
Construction	\$1,600,000	\$1,600,000
Contingency	108,000	108,000
Engineering & Inspection	192,000	192,000
Administrative/Legal	-	-
<b>TOTAL</b>	<b>\$1,900,000</b>	<b>\$1,900,000</b>

\*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.



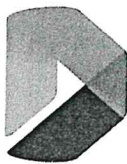
DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF CAMILLA

Loan Number: CW2020003

ACTION	DATE
Plans & Specs Submitted to EPD	DECEMBER 2020
Bid Opening	JANUARY 2021
Notice to Proceed	FEBRUARY 2021
Completion of Construction	JUNE 2024



May 9, 2022

Clean Water State Revolving Fund, Administered by  
Georgia Environmental Finance Authority  
233 Peachtree Street, NE  
Harris Tower, Ste 900  
Atlanta, GA 30303-1506

Ladies and Gentlemen:

A legal opinion from **PERRY & WALTERS, LLP** was delivered to you, dated January 28, 2021 (the "Closing Opinion"), relating to the Loan Agreement (the "Loan Agreement"), dated **FEBRUARY 22, 2021** between **CITY OF CAMILLA** (the "Borrower") and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), and the Promissory Note (the "Note"). Dated **FEBRUARY 8, 2021**, of the Borrower. As counsel for the Borrower, I have examined the original of the Modification of Promissory Note and Loan Agreement (the "Modification"), between the Borrower and the Lender, the proceedings taken by the Borrower to authorize the Modification, the Closing Opinion, and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note and the Loan Agreement (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Sincerely,

DREW ECKL & FARNHAM, LLP

Tommy Coleman



**EXTRACT OF MINUTES  
RESOLUTION OF GOVERNING BODY**

**Recipient:** CITY OF CAMILLA

**Loan Number:** DWDRA20010

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 9<sup>th</sup> day of MAY, 2022, the following resolution was introduced and adopted.


**WHEREAS**, the Borrower has borrowed \$1,400,000 from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated **FEBRUARY 22, 2021**, between the Borrower and the Lender; and

**WHEREAS**, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated **FEBRUARY 8, 2021**, of the Borrower; and

**WHEREAS**, the Borrower and the Lender have determined to amend and modify the Loan Agreement, pursuant to the terms of a Modification of Promissory Note and Loan Agreement (the "Modification") between the Borrower and the Lender, the form of which has been presented to this meeting;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

**BE IT FURTHER RESOLVED** by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

  
(Signature of Person to Execute Documents)

MAYOR  
(Print Title)

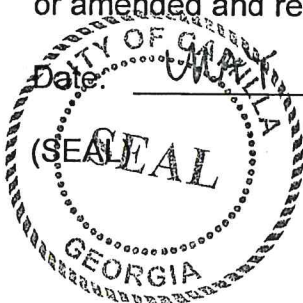
Cheryl Ford  
(Signature of Person to Attest Documents)

CITY CLERK  
(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: MAY 9 2022

Cheryl Ford  
Secretary/Clerk



**DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA  
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and  
existing under the laws of  
the State of Georgia)  
as Lender

and

**CITY OF CAMILLA**

(a public body corporate and politic duly created and existing  
under the laws of the State of Georgia)  
as Borrower

---

**MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT**

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## MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

**THIS MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT** (this "**Modification**") dated MAY 17, 2022, by and between **CITY OF CAMILLA**, Georgia, a Georgia public body corporate and politic (the "**Borrower**"), and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**").

### Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, dated **FEBRUARY 22, 2021**, as amended prior to the date hereof (as so amended, the "**Loan Agreement**"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, dated **FEBRUARY 8, 2021**, as amended prior to the date hereof (as so amended, the "**Note**").

B. The Lender and the Borrower desire to modify the Loan Agreement and Note in certain respects in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the promises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

### Statement of Terms

**1. Amendments of Note** - Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended as follows:

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **OCTOBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed (the "**Amortization Commencement Date**"). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the "**Maturity Date**").

**2. Amendments of Loan Agreement** - Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Loan Agreement is hereby amended as follows:

Section 2 (a) of the Loan Agreement is hereby amended and restated to read as follows: "The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **OCTOBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$1,400,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed."

Exhibit A is amended and restated to read as written in the attached Exhibit A.

**3. No Other Waivers or Amendments** - Except for the amendments expressly set forth and referred to in Section 1 and 2 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note.

**4. Representations and Warranties** - To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

**5. Conditions Precedent to Effectiveness of this Modification** - The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 4 above and to the fulfillment of the following additional conditions precedent:

a. the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and

b. the Lender shall have received (1) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto, and (2) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto.

**6. Counterparts** - This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.



**IN WITNESS WHEREOF**, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof

**CITY OF CAMILLA**

Approved as to form:

By: \_\_\_\_\_  
Borrower's Attorney

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



Attest Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DRINKING WATER STATE REVOLVING FUND,  
ADMINISTERED BY GEORGIA  
ENVIRONMENTAL FINANCE AUTHORITY**

Signature \_\_\_\_\_

Kevin Clark  
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

**Recipient:** CITY OF CAMILLA

**Loan Number:** DWDRA20010

This project will make improvements to the water distribution system and related appurtenances.



DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF CAMILLA

Loan Number: DWDRA20010

ITEM	TOTAL	DWSRF
Construction	\$1,170,000	\$1,170,000
Contingency	89,600	89,600
Engineering & Inspection	140,400	140,400
Administrative/Legal	-	-
<b>TOTAL</b>	<b>\$1,400,000</b>	<b>\$1,400,000</b>

\*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

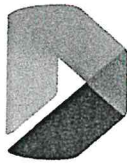
PROJECT SCHEDULE

Recipient: CITY OF CAMILLA

Loan Number: DWDRA20010

ACTION	DATE
Plans & Specs Submitted to EPD	DECEMBER 2020
Bid Opening	JANUARY 2021
Notice to Proceed	FEBRUARY 2021
Completion of Construction	JUNE 2024





May 9, 2022

Drinking Water State Revolving Fund, Administered by  
Georgia Environmental Finance Authority  
233 Peachtree Street, NE  
Harris Tower, Ste 900  
Atlanta, GA 30303-1506

Ladies and Gentlemen:

A legal opinion from **PERRY & WALTERS, LLP** was delivered to you, dated January 28, 2021 (the "Closing Opinion"), relating to the Loan Agreement (the "Loan Agreement"), dated **FEBRUARY 22, 2021** between **CITY OF CAMILLA** (the "Borrower") and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), and the Promissory Note (the "Note"). Dated **FEBRUARY 8, 2021**, of the Borrower. As counsel for the Borrower, I have examined the original of the Modification of Promissory Note and Loan Agreement (the "Modification"), between the Borrower and the Lender, the proceedings taken by the Borrower to authorize the Modification, the Closing Opinion, and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note and the Loan Agreement (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Sincerely,

DREW ECKL & FARNHAM, LLP

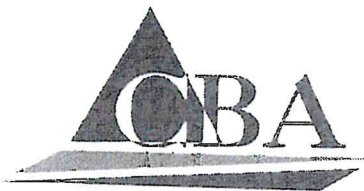
Tommy Coleman

# NON-EXEMPT POSITIONS

As of October 1, 2021

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
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	PARK ATTENDANT	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
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
Electric	WAREHOUSE CLERK	20	15.12	\$ 31,442.41	\$ 18.44	\$ 38,359.74	\$ 21.77	\$ 45,277.07





**COLLECTION BUREAU ASSOCIATES**  
THE ACCOUNTS RECEIVABLE MANAGEMENT COMPANY



**AGREEMENT FOR COLLECTION SERVICES**

9<sup>th</sup> MAY

PAGE 1 OF 2

**AGREEMENT**, made this 2<sup>nd</sup> day of April, 2022 Between, **City Camilla Utilities** hereinafter referred to as "Creditor"), whose principle place of business is PO Box 328, Camilla, GA 31730 and **Collections Bureau Associates, Inc.** (hereinafter referred to as "Collector") whose principle corporate office is: 300 East Shotwell Street, Bainbridge, Georgia 39819.

**WITNESSETH,**

**WHEREAS**, Creditor desires, from time to time during the term of this Agreement, to submit to Collector for collection certain claims, accounts or other evidences of indebtedness (hereinafter called "claims"), and

**WHEREAS**, Collector desires to provide Creditor with collection services with respect to said claims,

**NOW THEREFORE**, for and in consideration of the mutual covenants hereinafter set forth, it is mutually agreed by and between the parties hereto as follows;

1. Collector agrees that all activities of Collector shall be carried out in compliance with all applicable federal, state, and local laws.
2. Creditor hereby warrants that all claims forwarded to Collector will be valid and legally enforceable debts and that Creditor will, both before and after forwarding said claims, comply with all applicable federal, state, and local laws with respect thereto. Further, Creditor agrees to provide, whenever requested to do so by Collector, a written verification of a claim; a copy of the judgment, if any, on which a claim is based; the name and address of the person or entity to whom the debt was originally owed, if different from Creditor. Creditor will hold Collector harmless for any erroneous accounts placed for collection that may result in legal action due to Creditor's negligence.
3. If any court of competent jurisdiction shall rule that any provision of this Agreement is invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall not be affected by said ruling.
4. Creditor allows Collector to accept settlement payments in full (SIF) that includes credit card fees when paid by credit card that allow Collector to recover processing fees when approved by Consumer / Patient which may be used to recover credit card fees associated with the cost of accepting credit and debit cards with consent by the consumer/patient.
5. Collector scrubs all accounts placed for collection for Bankruptcy through LexisNexis and returns / notifies Creditor of all Bankruptcy filings. Collector ceases any form of collection activity and communication on any account(s) that have Bankruptcy proceedings attached.
6. Creditor charges (through Accounts Billing Service, Inc.) an hourly consulting fee of \$125.00 per hour for consulting and other related scopes of work that assist Creditor with the operations of their receivable management process.

OF



7. This Agreement shall be binding on the heirs, legal representatives, successors, and assignees of the parties hereto.
8. Creditor and Collector agree that all actions taken by Creditor and Collector pursuant to this Agreement shall be in accordance with the TERMS AND CONDITIONS, if any, set forth. Said TERMS AND CONDITIONS have been signed by both parties and are hereby made a part of this Agreement as fully and effectually as if they were set forth herein. Thus, whenever the term "AGREEMENT" is used herein; it shall be construed to include said TERMS AND CONDITIONS, contains the entire Agreement between parties hereto and cannot be amended or modified in any respect except by an amendment in writing.

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

#### **TERMS AND CONDITIONS**

The parties agree as follows:

- I. Creditor agrees to list accounts under the following terms:
- a) **30%** contingency fee will be paid on all accounts collected regardless of the source of payment
  - b) Settlement in full (SIF) up to and not to exceed \_\_\_\_\_
  - c) **50%** contingency fee will be paid on all accounts placed for litigation
  - d) CBA will pay all court fees and attend all court hearings at no charge
  - e) No collection – no charge

#### **Terms of Service:**

- This Agreement is for 24 months and renews automatically unless the Creditor provides written notice of termination within 30 days of expiration. Should Creditor breach this Agreement for any reason outside of terms and conditions of this Agreement, Creditor will pay the average balance due each month at time of breach for the remainder of Agreement term.
- Fees are due and payable on all accounts placed for collection, regardless of the source of payment, and includes payments by insurance companies, Medicaid, and Medicare payments made directly to Collector or Creditor. Creditor will pay contingency fee on any and all accounts closed and returned after placement with Collector. Creditor will not be charged for uncollected accounts.
- Collector agrees to remit net of all amounts collected each month on the following month.
- Creditor agrees to notify Collector of any payment made to Creditor.

#### **Collection Bureau Associates, Inc**

By \_\_\_\_\_

Greg Waddell  
Collection Bureau Associates  
706.765.4107(Cell)  
855.241.8348 (Toll-Free)  
800.531.9063 (Fax)

#### **City Camilla Utilities**

By \_\_\_\_\_

POC KELVIN OWENS  
Phone 229-328-3382

Billing Address P.O. BOX 328 - CAMILLA  
Email Address Kelvin.owens@ GA

cityofcamilla.com 31730

11

RESOLUTION NO. 2022-05-09-5

**A RESOLUTION APPROVING AND ACCEPTING A QUIT CLAIM DEED FROM FIRST BAPTIST CHURCH OF CAMILLA, GLAM SALON, LLC AND M. TODD TREBONY AND JILL S. TREBONY TO THE CITY OF CAMILLA; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

**WHEREAS**, property owners First Baptist Church of Camilla, Glam Salon, LLC and M. Todd Trebony and Jill S. Trebony wish to convey to the City of Camilla for the betterment of the City that certain property located within the City and more particularly described in "Exhibit A" attached hereto; and

**WHEREAS**, said property owner wishes to make such conveyances by way of a Quit Claim Deed to the City; and

**WHEREAS**, it has been determined by the City Council to be in the best interest of the City of Camilla and its citizens to accept the property offered;

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

**Section 1.** The Quit Claim Deed from First Baptist Church of Camilla, Glam Salon, LLC and M. Todd Trebony and Jill S. Trebony to the City of Camilla attached hereto as "Exhibit A" and conveying all of said dedication of a street and right of way described more particularly in the Quit Claim Deed attached hereto as "Exhibit A" is hereby approved and accepted.

**Section 2.** All resolutions or parts of resolutions in conflict herewith are repealed.

**SO RESOLVED**, this 9<sup>th</sup> day of MAY, 2022.

CITY OF CAMILLA

By: \_\_\_\_\_

Mayor, Kelvin Owens

Attest: \_\_\_\_\_

Clerk, Cheryl Ford



RETURN TO:  
Lawton C. Heard, Jr.  
Attorney and Counselor at Law  
30 South Scott Street  
Camilla, Georgia 31730

QUIT-CLAIM DEED

GEORGIA, MITCHELL COUNTY:

THIS INDENTURE, made this 17<sup>th</sup> day of February, in the Year of our Lord Two Thousand Twenty-Two (2022), between FIRST BAPTIST CHURCH OF CAMILLA, a Georgia Nonprofit Corporation situated in Mitchell County, Georgia; GLAM SALON, LLC, a Georgia Limited Liability Company situated in Mitchell County, Georgia; and M. TODD TREBONY and JILL S. TREBONY, of Mitchell County, Georgia, of the first part, and the CITY OF CAMILLA, GEORGIA, a Georgia Municipal Corporation situated in Mitchell County, Georgia, of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the DEDICATION OF A STREET AND RIGHT OF WAY TO THE CITY OF CAMILLA, GEORGIA, AND OTHER VALUABLE CONSIDERATION, in hand paid, the receipt whereof is acknowledged, has bargained, sold, and by these presents does remise, convey and forever QUIT-CLAIM to the said party of the second part, its successors and assigns, the following described property, to-wit:

All that tract or parcel of land situate, lying and being in the City of Camilla, Mitchell County Georgia, and presently being used as a road, street or alley, and more particularly described as follows:

Commence at a point where the east margin of the right of way of South Harney Street intersects the centerline of Broad Street and run thence in a southerly direction along the east margin of the right of way of South Harney Street a distance of 329.0 feet to an iron pin, said iron pin being the POINT OF BEGINNING of the dedicated street and right of way herein described, and from said POINT OF BEGINNING, run thence North 88 degrees 44 minutes East a distance of 215.0 feet to an iron pin found; run thence South 01



degrees 00 minutes East a distance of 34.0 feet to a point on the property now or formerly owned by the grantor First Baptist Church of Camilla; run thence South 88 degrees 44 minutes West a distance of 215.0 feet to a point on the east margin of the right of way of South Harney Street, run thence in a northerly direction along the east margin of the right of way of South Harney Street a distance of 34.0 feet to the POINT OF BEGINNING of the street and right of way herein described.

The purpose of this Quit-claim Deed is to release all right, title, and interest, if any, which the undersigned has or might have in and to the above-described property for the purpose of dedicating to the City of Camilla, Georgia, the above-described property for the purpose of maintaining and repairing the above-described property to be used as a public street and right of way.

This Quit-claim Deed is to have no other effect on any other property of the undersigned, including, but not limited to, that certain portion of property that is being used by the Grantors herein as parking spaces or a parking lot, such use the Grantors hereby expressly reserve the right to continue such use without interference from the Grantee's maintenance or repair of the above-described property to be used as a public street and right of way.

The City of Camilla, Georgia has approved and accepted the dedication of the above-described property by action and resolution of the City Council of the City of Camilla, Georgia, said action taken on \_\_\_\_\_, 2022.

**TO HAVE AND TO HOLD** the said described premises to the said party of the second part, so that neither the said party of the first part, nor his/her heirs, nor any other person or persons claiming under him/her, shall at any time, by any means or ways, have, claim or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

**IN WITNESS WHEREOF**, the said party of the first part has hereunto set his/her hand and seal, the day and year above written.

Signed, sealed and delivered  
in the presence of

Witness

Notary Public



M. TODD TREBONY, Individually

(SEAL)

JILL S. TREBONY, Individually

(SEAL)

Signed, sealed and delivered  
in the presence of:

Grace A. Reid  
Witness

[Signature]  
Notary Public

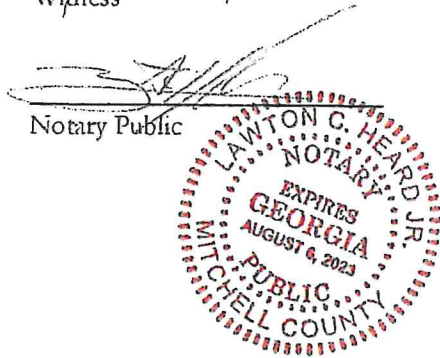


GLAM SALON, LLC

Misty P. Lewis (SEAL)  
MISTY P. LEWIS, Sole Member and Manager

Signed, sealed and delivered  
in the presence of:

Lucie L. Heard  
Witness



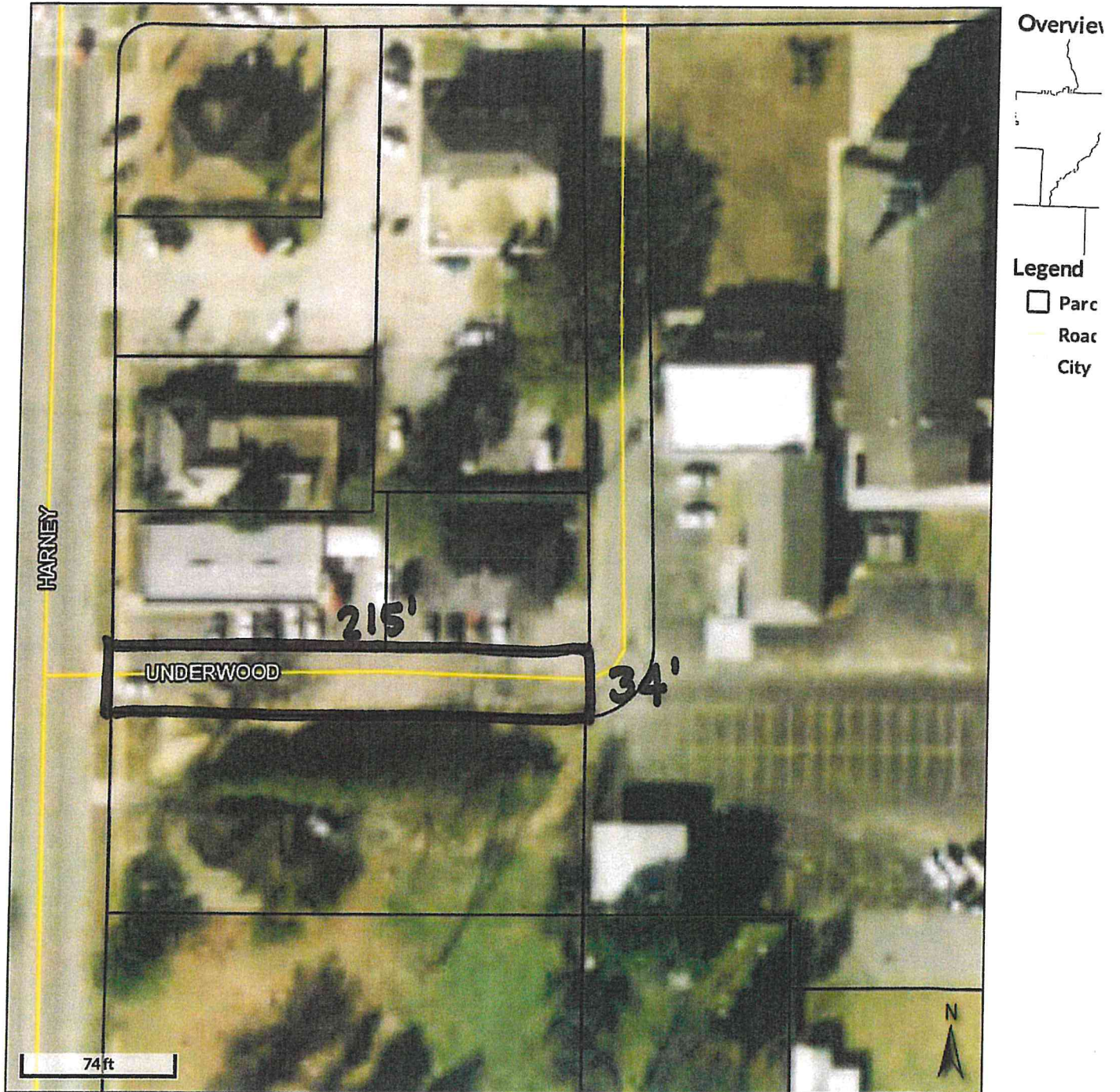
FIRST BAPTIST CHURCH OF CAMILLA

Radford T. Yager (SEAL)  
RADFORD YAGER, Trustee

Jarrell Cooper (SEAL)  
JARRELL COOPER, Trustee

Christopher Anglin (SEAL)  
CHRISTOPHER ANGLIN, Trustee





Date created: 3/28/2022

Last Data Uploaded: 3/28/2022 7:24:48 AM

Developed by  **Schneider**  
GEOSPATIAL



## Master Consulting Services Agreement

This Master Consulting Services Agreement ("Agreement") is made and entered into as of the 9<sup>th</sup> day of MAY, 2022 (the "Effective Date"), by and between City of Camilla, Georgia, with offices located at 30 East Broad Street, P.O. Box 328, Camilla, GA 31730 (hereinafter referred to as either "Client" or "City"), and Passero Associates, LLC, with offices located at 4730 Casa Cola Way, Suite 200, St. Augustine, FL 32095 (hereinafter referred to as either "Passero" or "Consultant"). Collectively, Client and Passero are hereinafter referred to as "the Parties" to this Agreement.

Witnesseth:

WHEREAS, Client desires Passero to provide certain professional consulting services as described in separate Work Orders to be issued hereunder pursuant to the terms and conditions hereinafter set forth,

NOW, THEREFORE, the Parties, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and in subsequently issued Work Orders, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

### 1. Provision of Services/Method of Project Authorization

- 1.1 This Agreement provides the terms upon which Client may avail itself of the professional consulting services of Consultant from time to time over the period of time specified hereinafter. An introduction to these General Engineering/Consulting Services is attached to this Agreement as Attachment A, entitled "General Engineering/Consulting Services, City of Camilla, Georgia."
- 1.2 Passero shall provide, in accordance herewith, the professional consulting services described in separate Work Orders issued hereunder (the "Services"). Each Work Order, when signed by the Parties, shall be incorporated into and form a part of this Agreement. Each such Work Order shall contain a Project Description, Scope of Services, Project Schedule, Deliverables, Compensation Terms and special provisions or conditions specific to the Services or project being authorized (the "Project"). An outline of the Work Order is attached to this Agreement as Attachment B, entitled "Sample Work Order". In the event of a conflict between this Agreement and any Work Order issued hereunder, the terms of the Work Order shall govern the provision of the particular Services or Project involved over the conflicting provisions of this Agreement.
- 1.3 Should Client issue a purchase order or other instrument related to Passero's Services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Passero shall indicate the purchase order number on the invoices sent to Client.
- 1.4 Since Passero has no control over the cost of labor, materials, or equipment, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, when requested by Client to estimate project construction costs, Passero's opinions of probable costs provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry. However, Passero cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by it. If Client wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitations established by Client will be considered Additional Services which entitle Passero to additional compensation shall be negotiated and mutually agreed upon by the Parties.

CF

- 1.5 If the Services are to include services during construction, any resident engineering, construction observation, special inspections, or testing provided by Passero is for the purpose of determining the contractor's compliance with the functional provisions of Project specifications only. Passero neither guarantees nor ensures any contractor's work nor assumes responsibility for (i) the means, methods, or materials used by any contractor, (ii) Project site safety, or (iii) any contractor's compliance with laws and regulations. Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for Project site conditions during the course of construction of the Project, including safety of all persons and property, and that this responsibility shall be continuous and not be limited to normal working hours.
- 1.6 The Services shall be performed by Passero utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions (this standard of care does not mean such Services shall be perfect or error free). Other than as expressly set forth herein, Passero makes no warranties or guarantees whatsoever, whether expressed or implied, of merchantability or fitness for a particular purpose, with respect to any services performed under this agreement. Passero shall have no liability for indirect, special, incidental, punitive or consequential damages of any kind.

## **2. Client's Responsibilities**

- 2.1 Client shall provide full information regarding its requirements for the Services or Projects and shall arrange for Passero, its agents and consultants access to the site of work.
- 2.2 Client shall designate a representative authorized to act on its behalf with respect to the Services or Project. Client's authorized representative shall examine all studies, reports, sketches, probable costs, drawings, specifications, proposals, and other documents submitted by Passero or furnish information required of Client and, when specifically requested to do so by Passero in writing, Client's authorized representative shall render in writing decisions pertaining thereto promptly so as not to delay the progress of Passero's Services.
- 2.3 Client shall provide Passero, its agents and consultants, access to its records to the extent necessary to perform Passero's obligations hereunder. If any off-site investigations are required, it shall be Client's responsibility to secure the required access rights from site owners.

## **3. Term of Agreement**

The term of this Agreement shall be five (5) years from the date this contract is approved and executed by the City of Camilla, Georgia, unless notice of termination is given as set out more fully below.

## **4. Compensation and Method of Payment**

- 4.1 Client shall compensate Passero for the Services on the basis as set forth herein and in each separately issued Work Order.
- 4.2 Passero recognizes that Client is generally exempt from paying sales and other forms of taxes. However, in the event that Client is required by law to pay any sales or similar tax by any governmental authority, Client shall pay any such tax promptly and when due.
- 4.3 Passero shall invoice Client monthly for all Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, and each invoice shall be due and payable within thirty (30) days of receipt by Client. Client shall notify Passero in writing of any disputed amount contained in an invoice within fifteen (15) business days from the date of invoice; otherwise, all charges shall be deemed acceptable and correct.
- 4.4 Compensation due Passero under this Agreement is due and payable at Passero's offices in St. Augustine, Florida (or at such other location as may be specified by Passero in writing).



- 4.5 If Client fails to make any payment due Passero for Services and Reimbursable Expenses within thirty (30) days after the date of an undisputed invoice (or within thirty days after resolution of a disputed invoice), the amounts due Passero shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum rate allowed by law from the thirtieth (30<sup>th</sup>) day; and, in addition, Passero may, after giving seven (7) days written notice to Client, suspend Services under this Agreement until Passero has been paid in full all amounts due for Services and Reimbursable Expenses, including all accrued but unpaid interest, without Passero incurring liability due to such suspension. Timely payment of Passero invoices is a strict condition precedent to the assertion of any and all claims. Failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to Passero's services, including but not limited to the services described herein.
- 4.6 Please see Attachment C for a list of Passero's standard hourly billing rates for calendar year 2022. Billing rates for subsequent years covered by this Agreement shall be negotiated on an annual basis.
- 5. Delays/Changes**
- 5.1 Any delay or default in the performance of any obligation of Passero under this Agreement resulting from any cause beyond Passero's reasonable control shall not be deemed a breach of this Agreement. The occurrence of such event shall suspend the obligations of Passero as long as performance is delayed or prevented thereby, and the compensation due Passero hereunder shall be equitably adjusted.
- 5.2 During the performance of the Services hereunder, Client shall have the right, by written instrument, to make changes in, omissions from, or to require additions to the Services (hereinafter collectively referred to as "Changes"). In the event that such Changes require the preparation of additional drawings and/or specifications, or require additional services by Passero, then, upon completion of such additional services, Passero shall be entitled to an equitable increase in compensation for such additional services rendered due to the Changes.
- 6. Direct Personnel Expenses Defined**
- 6.1 Direct Personnel Expenses are defined as the cost of salaries of employees of Passero engaged on the Project and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar benefits. Direct Personnel Expenses are not included in the Reimbursable Expenses detailed below.
- 7. Reimbursable Expenses Defined**
- 7.1 Reimbursable Expenses are in addition to the Direct Personnel Expenses described in Section 6 herein and are defined as actual expenditures made by Passero, its employees, or its consultants in the interest of the Services or Project including but not limited to:
- 7.2 Transportation and subsistence of Project personnel, consultants' fees, computer and computer aided drafting and design (CADD) charges, fees paid for securing approval of authorities having jurisdiction of the Project, toll telephone calls and FAX charges, reproduction and printing charges of all types for Project-specific documents, mailing and shipping charges, equipment and laboratory use fees, photography, model materials, and all other materials and expendable supplies directly used with respect to the Project.
- 7.3 Any other provision of this Section 7 notwithstanding, Reimbursable Expenses are limited to the amounts set forth in each Work Order.

**8. Insurance**

- 8.1 Passero agrees to maintain the following insurance coverages during the performance of its Services under this Agreement:

Type	Coverage
Worker's Compensation and Employer's Liability	Statutory
General Liability – Bodily Injury/Property Damage Combined (including contractual)	\$1,000,000 / \$3,000,000
Automobile Liability – Bodily Injury/Property Damage Combined (including contractual)	\$1,000,000 / \$1,000,000
Professional Liability (including errors and omissions)	\$1,000,000 / \$1,000,000

- 8.2 Upon request, Passero shall provide Client with a certificate of insurance indicating that the above-described coverages are in effect. Certificates of Insurance will be issued on a project-by-project basis, shall reference the specific project, and shall also reference the Georgia Department of Transportation as a Certificate Holder.
- 8.3 Limitation of Liability: The City agrees, to the fullest extent permitted by law, to limit the Consultant's professional liability to the Client, for any and all damages or claim expenses (including attorneys' fees) arising out of this agreement, to the coverage amounts detailed above.

**9. Termination/Suspension**

- 9.1 This Agreement may be terminated without cause by either party upon thirty (30) days written notice. In the event of termination, Passero shall be compensated, as provided herein, for Services performed through receipt of such written notice of termination, together with Reimbursable Expenses then due.
- 9.2 If the Project is suspended for more than thirty (30) consecutive days, Passero shall be compensated, as provided herein, for Services performed through receipt of written notice of such suspension, together with Reimbursable Expenses then due. When the Project is resumed, Passero's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of Passero's Services.

**10. Use of Documents and Electronic Deliverables**

- 10.1 All Documents and Electronic Deliverables created by Passero during its' assignment to the City shall become property of the City. All Documents are recognized as instruments of Service in respect to this Project, and Consultant shall also retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
- 10.2 Copies of Documents that may be relied upon by Client are limited to the printed copies (also known as "hard copies") that are signed and sealed by Consultant. Electronic files of text, data, graphics, or other types that are furnished by Consultant ("Electronic Deliverables") to Client are only for convenience of Client. Any conclusion

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or information obtained or derived from such Electronic Deliverables shall be at the Client's sole risk. If there is a discrepancy between the Electronic Deliverables and the hard copies, the hard copies govern.

- 10.3 When transferring Electronic Deliverables, Consultant makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.

- 10.4 Client may make and retain copies of Electronic Deliverables for information and reference in connection with use on the Project by Client. Such Electronic Deliverables are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Consultant is providing such Documents and Electronic Deliverables for Client's use only for this Project. Any reuse or modification of Electronic Deliverables without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, shall be at Client's sole risk and without liability or legal exposure to Consultant or Consultant's subconsultants. Any verification or adaptation by Consultant of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates agreed upon by Client and Consultant.

#### **11. Hazardous Substances**

- 11.1 Client recognizes that the Project site may involve the presence of hazardous, toxic or pollutive substances. Passero has no responsibility for the condition of the Project site or the handling, storage or disposal of any substance or materials from any Project site or otherwise.

#### **12. Equal Opportunity Employer**

- 12.1 Passero is an equal opportunity employer. Passero does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or veteran status; and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era, or disabled individuals.

#### **13. Contingent Fees**

- 13.1 Passero warrants that it has not employed or retained any person or entity, other than bona fide employees working solely for Passero, whose fee, commission, percentage, gift, or other consideration from Passero is contingent upon, or results from, that person's or entity's procuring this Agreement.

#### **14. Construction**

- 14.1 This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with, the laws of the State of Georgia.

#### **15. Venue, Dispute Resolution**

- 15.1 Client and Passero agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Mitchell County, Georgia.
- 15.2 In the event of a dispute between the City and Consultant, the parties agree to negotiate in good faith, having such written and oral communications as are appropriate, in an attempt to resolve said dispute. Disputes not

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resolved through a good faith effort, shall be submitted to non-binding mediation, prior to each party's right to initiate litigation.

**16. Dispute Costs**

- 16.1 In the event litigation shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses and attorneys' fees which may be incurred on account of such litigation, as well as at every stage of any such proceedings from the time such dispute first arises through trial, arbitration or other proceedings and all appellate processes.

**17. Successors and Assigns**

- 17.1 Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors, and assigns. Passero will not assign this Agreement in whole or in part, or delegate any of its responsibilities hereunder to any third party, without the express written consent of the Client, which consent shall not be unreasonably withheld.

**18. Entire Agreement**

- 18.1 This Agreement and the exhibits hereto set forth the entire agreement between the Parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon Client or Passero unless reduced to writing and signed by both Parties. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe scope or intent of any paragraph nor in any way affect this Agreement.

**19. Partial Invalidity**

- 19.1 If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**20. Notices**

- 20.1 Any notice, demand, request, or other instrument which may be or required to be given under this Agreement shall be delivered in person, sent by United States Certified or Registered Mail, postage prepaid, or sent by a reputable overnight courier service and shall be addressed to either party at the address as hereinabove given.
- 20.2 Any notice shall be deemed delivered upon hand delivery or three (3) days after depositing such notice in postal receptacles, return receipt requested, or one (1) day after depositing such notice with a reputable overnight courier service. Either party may designate such other address as shall be given by written notice.

Notices shall be provided to the following:

To Client:  
Kelvin M. Owens, Mayor  
City of Camilla  
30 East Broad Street, P.O. Box 328  
Camilla, GA 31730

To Consultant:  
Bradley J. Wentz, P.E., V.P.  
Passero Associates, LLC  
4730 Casa Cola Way, Suite 200  
St. Augustine, FL 32095

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21. **No Partnership**

- 21.1 Nothing contained in this Agreement shall or shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between Client and Passero, and they are and shall remain independent contractors one as to the other.

22. **Counterparts**

- 22.1 This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon all of the Parties hereto.

23. **Additional Provisions**

- 23.1 Confidentiality: The City requires that Passero exercise reasonable care in order to protect the Airport business operations from other Airports in similar business enterprise.
- 23.2 Right of Refusal: The City has the right to refuse Passero's assignment of subconsultant contracts to any subcontractor not acceptable by the City.
- 23.3 Please see Attachment D, a template for federal contract provisions that may be applicable, based upon the type of contract, agreement, or project.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, under seal, all as of the day and year first above written.

"Client"

"Consultant"

City of Camilla, Georgia

Passero Associates, LLC

By: \_\_\_\_\_

Typed Name: Kelvin M. Owens, Mayor

By: \_\_\_\_\_

Typed Name: Bradley J. Wentz, P.E., Vice President



(CORPORATE SEAL, optional)

Attest:

By: \_\_\_\_\_

Typed Name: Angela Witt

Title: Grants/Contracts Administrator

Date: 5/9/2022

(CORPORATE SEAL, optional)

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**Attachment A**  
**Scope of Work**  
**General Engineering/Consulting Services**  
**Camilla-Mitchell County Airport (CXU)**  
**Camilla, GA**

OF



## Scope of Work - General Engineering/Consulting Services

### Camilla-Mitchell County Airport (CXU)

#### Camilla, GA

##### **I. General**

The General Engineering/Consulting (GEC) Services to be provided shall be on a continuing basis. Specifically, authorized GEC services shall be described in separate work orders. The Consultant shall prepare each work order and forward it to the City of Camilla, Georgia for review, action, and approval. Consultant shall not proceed on projects until receipt of written authorization to proceed from the City. If Consultant does proceed prior to receipt of written authorization, Consultant services may not be eligible for payment from the City.

Scope of work, fees, and schedule for each phase of the development program (or a specific project within a development program) shall be set forth in each work order. If there are any inconsistencies between the Master Consulting Services Agreement and a work order, the work order shall govern.

Professional services shall be divided into two categories of services, in accordance with industry standards: 1 – Basic Services, and 2 – Special Services. Basic Services shall be completely defined within each work order by a scope, lump sum fee, schedule, and deliverables. Special Services are services that can reasonably be anticipated to become a part of the project before the start of a project; however, these services can only be defined at a later date in the development program (or project). Special Services such as wetland delineation/flagging, survey, and mapping of flagged areas would be considered as one example of this type of service, as the exact wetland boundaries (and size) cannot be determined at the start of a project. Special Services shall be performed as approved by the City in writing, and as funds are available. If requested by the City, a preset fee for anticipated Special Services shall be included in work order(s). If additional funding is required due to project conditions, field conditions or other information, the City and Consultant shall either modify the program (or project) or the City shall commit additional funding.

The sections that follow describe potential forms of professional General Engineering/Consulting Services to be provided.

##### **II. Program Management Services**

In general, Program Management (PM) services involve the detailed coordination of individual projects within overall development programs, including a continuing review of active development procedures relating to specific City goals and objectives. Specifically, PM services provide the City with program/project direction, consulting, and review from initial program concepts to final project closeout. PM services also provide multi-disciplined, multi-sponsored project coordination (i.e., projects “by others”), to update the City on “other” development programs that may have an effect (or interaction) on City programs. PM services may be assigned by the City for programs related to the Airport. Specifically, PM services may consist of the following:

1. Providing consultation with City on both overall development program and specific project requirements, finances, schedules, and other pertinent matters early in the life (and throughout the life) of the program (or project).
2. Review programs (and projects) in accordance with FAA and GDOT airport design standards, recommendations, advisories, regulations, and orders.
3. Coordination with the FAA, GDOT, City, the general public, and other concerned agencies involved with the Airport and other development programs within the City.
4. Conducting and attending progress meetings.
5. Conducting and attending public information meetings, public hearings, and other associated presentations.
6. Collecting data necessary to prepare financial, planning, environmental, architectural, engineering, and other feasibility studies.

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7. Conducting grants-related research and/or administration throughout the life of the program/project, including the preparation of necessary applications for local, state, and federal grant programs and studies.
8. Any other program management-related services, as requested by City and agreed to by Consultant.

### **III. Engineering Design and Construction Phase Services**

As directed, the GEC will provide engineering design and construction-phase services. In general, the GEC shall provide technical services, prepare interim reports, and provide status update presentations as each portion of a development program progresses for City review and comment.

Engineering design and construction phase services may consist of the following:

1. Civil engineering.
2. Site engineering.
3. Environmental engineering and storm water management.
4. Structural, mechanical, electrical, and plumbing engineering.
5. Transportation and traffic planning and engineering (including drainage analysis).
6. Architectural design and interior design services.
7. Landscape architecture services.
8. Bid preparation, review, and recommendation of award.
9. Construction administration and resident engineering/owner's representative services.
10. Design-build coordination, management, and construction administration.
11. Value engineering.
12. Geotechnical investigation.
13. Topographic surveying.
14. Any other engineering design and construction phase services, as requested by City and agreed to by Consultant.

### **IV. Planning Services**

As directed, the GEC will provide planning-related services. In general, the GEC shall prepare technical studies, feasibility studies, interim reports, and provide status update presentations as each portion of a development program progresses for City review and comment.

Planning services may consist of the following:

1. Project feasibility, operational, and financial planning.
2. Airport Master Plans and Airport Layout Plans.
3. Transportation and traffic planning.
4. Recreational facility planning.
5. Drainage master planning.
6. Environmental Assessments and Environmental Impact Statements.
7. Noise compatibility studies, noise measurement and monitoring.
8. Financial studies.
9. Economic development and/or impact studies.
10. Assistance with state and federal-level MBE/DBE Programs.
11. Annual updates of the Airport Capital Improvement Program (CIP).

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12. Monitor and update tenant lease exhibits.
13. Participate in public information programs and/or public hearings relating to airport planning and development, and other development programs.
14. Monitor and maintain ground and aerial surveys.
15. Any other planning-related services, as requested by City and agreed to by Consultant.

V. Staff Extension Services

Staff Extension Services may consist of small projects, day-to-day professional services, continuing long-term assignments, or miscellaneous services that are needed in an immediate manner. Therefore, the formulation of a new work order may neither be prudent nor possible. A preset hourly fee shall be established when assigning staff extension services. In most cases, the consultant shall "draw down" on a not-to-exceed fee, as directed by the City. If additional Staff Extension Services are desired or required beyond the initial pre-set fee, the Consultant will notify the City before the entire preset fee is exhausted, and an additional fee may be assigned by the City to allow a continuation of services.

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**Attachment B**

**Sample Work Order**

**Camilla-Mitchell County Airport (CXU)  
Camilla, Georgia**

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**Sample Work Order 2022-XX**

**Project: Sample Project**

Passero Associates (PA) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the City of Camilla, Georgia dated \_\_\_\_\_, 2022, all of which terms and conditions are incorporated herein by reference:

**Project Location:** Camilla-Mitchell County Airport (CXU), Camilla, Georgia.

**Project Description:** Sample Project.

**Scope of Basic Services:** See Attachment "Exhibit A Scope of Work."

**Scope of Special Services:** N/A

**Client Manager:** Kelvin M. Owens, Mayor

**Airport Management:** Randy Pool and Nicholas Wright

**PA Program Manager:** Michael R. Joseph, P.E.

**Basic Services Compensation and Method of Payment:** Lump Sum Fee of \$\_\_\_\_.XX. See "Exhibit B Cost Summary."

**Special Services Compensation and Method of Payment:** \_\_\_\_\_

**Schedule:** Services to begin upon receipt of fully executed Work Order, or when Notice-to-Proceed is issued by GDOT.

**Meetings:** TBD. See Attachment "Exhibit A Scope of Work."

**Deliverables:** TBD. See Attachment "Exhibit A Scope of Work."

**Other Considerations** (if applicable): N/A

**"Client"**

City of Camilla, Georgia

By: \_\_\_\_\_

Name: Kelvin M. Owens

Title: Mayor

**"Consultant"**

Passero Associates, LLC

By: \_\_\_\_\_

Name: Bradley J. Wente, P.E.

Title: Vice President

Attest:

By: \_\_\_\_\_

Name: Angela Witt

Title: Contracts/Grants Administrator

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**ATTACHMENT C**

 <b>PASSERO ASSOCIATES</b> engineering architecture	
<b>YEAR 2022</b>	
<b>BILLING HOURLY RATES</b>	
Principal	\$300.00
Department Manager	\$265.00
Program Manager	\$210.00
Senior Project Manager	\$180.00
Project Manager	\$155.00
Senior Project Engineer	\$155.00
Engineer II	\$135.00
Engineer I	\$100.00
Senior Planner	\$190.00
Planner II	\$130.00
Planner I	\$100.00
Senior Project Architect	\$160.00
Architect III	\$120.00
Architect II	\$110.00
Architect I	\$105.00
Senior Civil/Architectural Designer	\$95.00
Civil/Architectural Designer II	\$90.00
Civil/Architectural Designer I	\$80.00
Senior Owner Representative	\$130.00
Owner Representative	\$100.00
Senior Grants Administrator	\$110.00
Grants Administrator	\$75.00
Administration	\$75.00
<b>NOTE:</b>	
Hourly Rate is fully burdened rate, including overhead and profit.	

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## **ATTACHMENT "D" - TEMPLATE**

### **FEDERAL CONTRACT PROVISIONS**

(Note: The term 'Contractor' is understood to mean a Subconsultant, and means one who participates, through a contract of subcontract (at any tier)).

#### **ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### **GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractors and Subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### **CIVIL RIGHTS – TITLE VI ASSURANCES**

Compliance with Nondiscrimination Requirements:

During the performance of this contract, 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 (hereinafter includes Consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subcontractor or supplier will be

notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives 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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a Subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended



(prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)

## DISADVANTAGED BUSINESS ENTERPRISES

**Contract Assurance (§ 26.13)** - The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated

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damages; and/or (4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (§26.29)** - The Prime Contractor agrees to pay each Subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Prime Contractor receives from the Sponsor. The Prime Contractor agrees further to return retainage payments to each Subcontractor within 30 days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subcontractors.

## **ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq.*).

## **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

This contract incorporates by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. Consultant has full responsibility to monitor its compliance to the referenced statute or regulation.

All subcontracts that the Consultant enters into as a result of this contract incorporates by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. Each subconsultant has full responsibility to monitor its compliance to the referenced statute or regulation.

## **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

This contract and all subcontracts that result from this contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Each employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Each employer retains full responsibility to monitor its compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Each employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **SEISMIC SAFETY [Only if design for construction of new buildings or structural additions to existing buildings are involved.]**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent

building code.

#### **CERTIFICATION REGARDING TAX DELINQUENCY & FELONY CONVICTIONS**

**Note:** If Subconsultant cannot affirm both of the following certification statements, the Subconsultant shall be ineligible to enter into this agreement with the Consultant.

- 1) The Subconsultant, by signing this Agreement, certifies that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Subconsultant, by signing this Agreement, certifies that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### **Term Definitions:**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**Note:** If a Consultant or Subconsultant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the Owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### **TRADE RESTRICTION CERTIFICATION**

By signing this Agreement, the Offeror/Contractor certifies that with respect to this solicitation and any resultant contract, the Offeror/Contractor –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and



- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require Subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Offeror/Contractor or Subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose Subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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 this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror/Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective Subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or Subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier Contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This



preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

### **TEXTING WHEN DRIVING [\$3,500 or more]**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third-party subcontract involved on this project.

### **EQUAL EMPLOYMENT OPPORTUNITY (EEO) [If Consultant is required all subs are required regardless of their contract amount]**

#### **Equal Opportunity Clause**

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **DEBARMENT AND SUSPENSION (NON-PROCUREMENT) [\$25,000 or more]**

By signing this contract agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### **Certification Regarding Debarment and Suspension Regarding Subconsultants:**

The Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

#### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS** **[If Subconsultant has survey crew and contract is \$100,000 or more.]**

##### **1. Overtime Requirements.**

No Contractor or Subcontractor contracting for any part of the contract work which may



require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the Subcontractor to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES [\$100,000 or more]**

The Consultant certifies by signing this agreement, 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 Consultant, 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,

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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 Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

#### **BREACH OF CONTRACT TERMS [\$150,000 or more]**

Any violation or breach of terms of this contract on the part of the Consultant or its Subcontractors and or Subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by this contract and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **CLEAN AIR AND WATER POLLUTION CONTROL [\$150,000 or more]**

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Consultant must include this requirement in all subcontracts that exceeds \$150,000.

#### **[End of Attachment A – Federal Contract Provisions]**

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## AMERICAN RESCUE PLAN ACT (ARPA) PREMIUM PAY

ARPA funding may be used to compensate employees with premium pay for work performed during the pandemic. It allows for up to \$13.00 per hour for each eligible employee with a maximum of \$25,000.00.

The City of Camilla will not compensate with a change to hourly rate but will pay a stipend. One consideration in determining the stipend was the ARPA philosophy of basing the premium pay on standard work hours. This will allow a fair and common practice to all employees. The next consideration is the amount per employee. As first responders may have more frequent public exposure, work in a more hazardous environment and are required to work night shift the premium pay was based on compensation equivalent to \$1.50 per standard work hour. For all other full time employees, the compensation will be will be equivalent to \$1.00 per standard work hour. There is a variance of standard work hours per pay period dependent upon the position:

Per Pay Period		Premium Pay
Standard hours	80 hours (65% of staff)	\$86.12
Investigators	80 hours	\$129.18
Patrol Officers	84 hours	\$135.64
Fire Fighters	106 hours	\$177.16
Part Time	Multiple variables, average of 35 to 50 hours	\$53.82

The premium pay has been grossed up to include 7.65% for employee portion of Social Security and Medicare.

As a stipend the amount will be disclosed on paystubs as ARPA Prem. Pay.  
Payment by stipend **IS**:

A fixed amount per pay period worked.  
Subject to Federal and State withholding.  
Included in calculation for 401a and matching 457b contribution.

Payment by stipend **IS NOT**:

Considered in calculation of COLA or Merit increases.  
Considered in calculation of overtime pay.  
An impact to any Bonus.  
An impact to Vacation, Sick or any other PTO.

The plan is to pay this stipend beginning with the pay date of 06/10/22 and ending 05/26/23.

A written explanation of this will be provided to each employee. Department Heads will also have a meeting to verbally clarify Premium Pay. HR will be available to participate if desired.

# CITY OF CAMILLA

## PARKS POLICY



**EFFECTIVE DATE:**  
**MAY 9, 2022**



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

### **CITY PARKS**

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

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

### **SPLASH PARKS**

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

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

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

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

## Juneteenth Celebration

**Saturday, June 18** the festival will open at 10 am and day one will close at 10 pm.

No fee for vendors.

Included: Arts and Craft vendors

Food and baked good

Retail vendors.

Committees' desire. Could be parade, speakers, entertainment, kids activities (could go all day) ... 10 am until 3 pm

No Political speakers will be allowed due to this being a city event.

"Soulful Sounds" a 4 piece band 5 pm – 6 pm (750.00)

"Compilation Band" a 7 piece band 6:15 pm – 7:15 pm (900.00)

"Lavish Band" a 10 piece band 9 am until (1,200.00)

**Sunday, June 19** the festival will open at 1 pm and close 5 pm

Included: Arts and Craft vendors will be welcomed back.

Food and baked good will set up before 1 pm opening.

Preachers from the community will be invited to speak 1pm to 1:45pm

Local Combo gospel music 1:45 – 2: 30 (400.00)

2 noted and very well-known Gospel groups will take the stage from 2:45 – 4:45 pm  
(800.00 each = 1,600.00)



Estimated Cost:

Music:	4,850.	
Sound and lights	3,500.	
Potty Man	900.	(6 Portable toilets, 2 sinks)
Tables and chairs	1,200.	
Stage and tent.	1,707.	
Committee	800.	
Regional Marketing	<u>800.</u>	

Estimated Cost            13,757.

Budgeted Amount    -    1,600.

Amount Requested        12,157.00

**CITY OF CAMILLA, GEORGIA**  
**ORDINANCE NO. 2022-05-09-1**

**AN ORDINANCE ESTABLISHING THE TIME FOR THE REGULARLY SCHEDULED MEETING OF THE CAMILLA CITY COUNCIL; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

**WHEREAS**, Section 2.20 of the City Charter of the City of Camilla provides that the “City Council shall hold regular meeting at such times and places as shall be described by ordinance.”; and

**WHEREAS**, the City Council did establish a regular meeting of the Mayor and Council to be held at the Council Chambers in City Hall on the 2<sup>nd</sup> Monday of each month at 6:30 p.m.; and

**WHEREAS**, after careful study and deliberation, the Mayor and Council have determined to establish a new time for the meeting of the Council.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Camilla as follows:

**Section 1.** Section 2-1-1 paragraph (a) of the City Code shall read “Regular meetings of the Mayor and Council shall be held in the Council Chambers in City Hall on the 2<sup>nd</sup> Monday of each month at 6:00 p.m.”

**Section 2.** All ordinances or parts of ordinances in conflict herewith are repealed.

**SO ORDAINED**, this 9<sup>th</sup> day of MAY, 2022.

**CITY OF CAMILLA**



By: \_\_\_\_\_

Mayor, Kelvin Owens

Attest: \_\_\_\_\_

Clerk, Cheryl Ford

FIRST READING: May 9, 2022

SECOND READING: Waived

# *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**, events over the past year have caused extraordinary stress on all citizens; 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

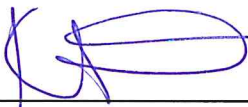
**WHEREAS**, mental health conditions are real and prevalent in our nation; and

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

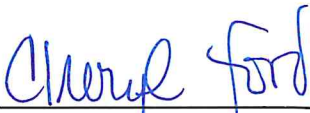
**WHEREAS**, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

**NOW, THEREFORE, I, KELVIN M. OWENS, MAYOR OF THE CITY OF CAMILLA AND ON BEHALF OF THE CITY COUNCIL**, do hereby proclaim May 2022 as **MENTAL HEALTH MONTH** 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 9<sup>th</sup> day of May, 2022.

  
\_\_\_\_\_  
Kelvin M. Owens, Mayor



  
\_\_\_\_\_  
Cheryl Ford, Clerk



## CEMETERY SPACES SOLD - REPORT - OAKVIEW CEMETERY

03/09/2022 - 05/06/2022

<i>OWNER</i>	<i>BURIAL</i>	<i>SECTION</i>	<i>SIZE</i>	<i>COST</i>
Matthew Pinkney	Twyla V. Pinkney	Red Oak	5' x 10'	\$175.00
Jerome Jester & Family	Purchased in Advance	Laurel Oak	10' x 15'	\$525.00
Charity Weston	Joyce Reagan-Walsh	Post Oak	5' x 10'	\$175.00
Calvin Silas	Faye Silas	Red Oak	5' x 10'	\$175.00
Selina Mitchell	Henry Spooner	Red Oak	5' x 10'	\$175.00
Peggy Hariis & Family	Elizabeth Crumbley	Water Oak	10' x 15'	\$525.00
Janice Williams	Juanita I. Rome	Laurel Oak	5' x 10'	\$175.00
Edith Silas & Family	Purchased in Advance	Water Oak	10' x 20'	\$700.00
TOTAL SPACES SOLD (15)				\$2,625.00