



**AGENDA**  
CITY OF CAMILLA COUNCIL MEETING  
4<sup>th</sup> FLOOR CONFERENCE ROOM  
LIVE BROADCAST - CITY OF CAMILLA FACEBOOK PAGE  
MONDAY, MAY 9, 2022 ~ 6:30 P.M.

1. Call to Order; Roll Call
2. Opening Prayer and Pledge
3. Approval of Agenda
4. Approval of Minutes: March 23, 2022 Called Council Meeting  
March 29, 2022 Called Council Meeting  
April 11, 2022 Called Council Meeting  
April 11, 2022 Council Meeting
5. Speaker Appearances
6. Presentation – Jamie Sullivan, Emergency Management Director for the City of Camilla
7. Action Items:
  - a. Resolution No. 2022-05-09-1 – Municipal Competitive Trust
  - b. Georgia Environmental Finance Authority:
    - Modification for Loan No. CWDRA20007 – Resolution No. 2022-05-09-2
    - Modification for Loan No. CW2020003 – Resolution No. 2022-05-09-3
    - Modification for Loan No. DWDRA20010 – Resolution No. 2022-05-09-4
  - c. Pay Plan Amendment – Park Attendant
  - d. Agreement for Collection Services – Collection Bureau Associates
  - e. Resolution No. 2022-05-09-5 – Property Acceptance – Underwood Street
  - f. Airport Consultant Selection – Passero Associates
  - g. American Rescue Plan Act (ARPA) – Employee Hourly Rate
  - h. American Rescue Plan Act (ARPA) – Utility Bills/Partnership with Family Connection
  - i. American Rescue Plan Act (ARPA) – Future Park Development
  - j. Policy Adoption for City Parks
  - k. Juneteenth Event – Budget Supplemental
  - l. Ordinance No. 2022-05-09-1 – Council Meeting Time Change
  - m. Mental Health Month Proclamation
  - n. City Carnival – Budget Supplemental
8. City Manager’s Report
9. Mayor’s Announcements
10. Adjourn

**MINUTES – CALLED MEETING  
CITY OF CAMILLA, GEORGIA  
MARCH 23, 2022**

The Called Meeting of the Mayor and City Council of the City of Camilla was called to order at 2:00 p.m. on Wednesday, March 23, 2022 by Mayor Owens.

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

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

**OPENING PRAYER AND PLEDGE**

Councilmember Tucker 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**

On motion by Councilman Pollard, seconded by Councilman Burley, the motion to approve the Called Meeting agenda for March 23, 2022 passed by a unanimous vote.

**COUNCIL AUTHORIZATION – INQUIRIES AND INVESTIGATIONS**

Mayor Owens stated the reason for the called meeting is to authorize a resolution for an inquiry and investigation into certain budget transfers made in order to produce a balanced budget for fiscal year ending September 30, 2021. He asked for a motion from the floor which was made by Councilman Morgan and seconded by Councilman Pollard. Councilmember Tucker stated she needed clarification from the city attorney for Section 2, which references the City Council may subpoena witnesses and if it is the City Council collectively and not one member of the City Council. City Attorney Coleman replied that was correct. Councilman Palmer asked the nature of the inquiry and investigation. Mayor Owens stated the nature of it, or the genesis of it, is within the motion and would read it again. Councilman Palmer stated he wants to know who is going to do it. Mayor Owens stated it is his understanding, and the consensus, he will ask the questions for and represent the council in these matters. Councilman Palmer asked him if he was saying he was going to do it to which Mayor Owens replied yes. He asked him what his qualifications were to do that. Mayor Owens replied the qualifications to ask questions. Councilman Palmer stated it [resolution] said inquiries and investigations and the budget, which to him, would indicate a state approved auditor to do that. He asked if he was a state approved auditor and Mayor Owens replied he was not. Mayor Owens commented what he would like to do is basically go over it for the public, noting Councilman Palmer made a great point and it is a great question. He thinks it requires more clarification on what this is, noting Councilwoman Tucker also touched on it. He read the seventh *Whereas* of the Resolution, and once posted online the public can view, which



states: Section 2.16 of the City Charter of the City of Camilla authorizes the City Council to make inquiries and investigations into the affairs of the City and the conduct of any department, office, or agency thereof. The way he reads that, as Mayor of the town, he has the authority with consensus of the council to make inquiries and investigations into the affairs of the City and the conduct of any department, office, or agency thereof. The qualifications is his election as Mayor of the city. Councilman Palmer stated he contends he is not qualified and recommends they get an approved state auditor who does this all over the state, recognized by the state, and would add quality to what they are talking about. Mayor Owens commented that is a fair statement and if he wants to have a substitute motion it is in order. Councilman Palmer made a motion. City Attorney Coleman stated they have two different things: (1) to open the inquiry; and (2) the procedure, which is what they are talking about now and setting parameters on how to do it. Councilmember Tucker asked the city attorney in Section 2, where it talks about the inquiry and investigation, the City Council may and if they adopt this resolution she contends the City Council will be the one asking the questions, not the Mayor. The City Council as a whole would be involved in subpoenaing witnesses, administering oaths, rather than one individual. City Attorney Coleman commented he has been serving city government for fifty years and the first time he has done this and they will all feel their way together. He also asked a couple of attorneys yesterday and it does seem to contemplate some formal tribunal where people are subpoenaed to come and give testimony. It does not say but leaves it up to them how to conduct by majority vote and set the parameters, and the City Council does that. Councilman Morgan commented if they continue to look through the Resolution and what the Mayor was getting to in his thorough discussion of what this investigation and inquiry will be, it does mention asking questions into budget transfers as shown on the attachment. It is his thought Mayor Owens will ask city staff, our greatly qualified city staff that prepared the budget, questions regarding the budget. That is the question and if it takes another substitute motion to the original motion, he will add this inquiry be made by the Mayor. It sounds like there is a consensus that whoever does the inquiry the council needs to provide it and will add a substitute motion to allow the Mayor to ask the questions. Mayor Owens stated as the city attorney has opined, we will first vote on the inquiry itself and then vote on what those parameters will be and how it will be conducted. Councilwoman Tucker and Mayor Pro Tem Morgan bring up a very interesting question and thinks it appropriate at this time to let the public know the purpose of this and why they are heading in this particular direction. The way the City's Charter is designed the staff works for and takes their direction from the city manager, not the City Council. If there is going to be a budget amendment to the original budget, the council is the entity that approves that. If there is a budget amendment and there are questions from the council to do that, it would seem logical you could just go and ask these questions. There are very specific questions they were not aware of as a council leading up to this budget amendment. To make sure they stay in line with the Charter, the Mayor or any councilmember should not be heading to any member of staff asking questions as it relates to their day to day operations and it would be completely inappropriate. The only way to do that, the only way the Council can get some questions answered before the budget is amended, is to ask those questions. In fairness to the city manager and staff this is the only way they can do that. It is not his intention, nor the intention of the Council, they will be handing out subpoenas. One of the questions is to know about a specific transfer and what makes up the



credit for that. He reminded the public they may have one item generated by the public or city resources and supposed to be recouped by private resources. The money listed in the budget amendment to fill that hole is all public money. There is a question if there is a private debt why would we potentially be using public money to pay for it. It is the primary purpose why this is being introduced and wanted to clarify for the public and Council. Councilmember Tucker asked the city attorney if it would be, since it is not appropriate for the Mayor to be the only one questioning employees, if it seems like the Council is not in agreement with the full council participating in the inquiries, she thinks there should be another councilmember appointed to serve with the Mayor. She is not comfortable with the Mayor questioning employees. Councilman Palmer stated he does not think any employee should do that and really should not do that. If the Mayor is going to do that, it should be one councilmember or all of them and not one individual talking to employees in city hall. Mayor Owens commented one of the main issues that needs to be restated and has been stated before in the past, the city manager is responsible to the City Council. The entire operation of this city is responsible to the City Council. They approve the budget, amend the budget, and put a tremendous amount of trust and confidence in the executive side of the house to conduct the day-to-day business. When this council, which is four affirmative votes, decide there is something they need to look in to, not only do they have a right to do it, he would argue they have a responsibility to do it. He thinks that the idea the Mayor in this sense, or a majority of the council, would be able to go to an employee and talk about a particular transfer that ultimately will end up back in front the council is a bit off. He understands the concern and thinks one of the things they need to do is: (1) see if they have enough votes to approve the inquiry; and (2) parameters to actually execute the inquiry and investigation. He asked if there were any additional questions related to the current motion for inquiry and investigation as a standalone. Councilmember Tucker commented her question is with respect to coming in here today prepared to vote yes on a resolution with that language changed and the compromise she is offering. She has no reason for the resolution not to pass except for the exception of the Mayor doing this solely. If the resolution can be amended to the Mayor and a member of council, she supports the resolution. The resolution says the City Council and she is comfortable with the City Council. But what she is hearing is that it is not actually the City Council but the Mayor is going to be doing the interrogation of our city employees. Councilman Morgan stated his understanding from the Charter is the City Council is comprised of the mayor and the council. Mayor Owens stated Councilman Morgan would offer a substitute amendment to add the Mayor to do this. If it fails they can revisit it. Councilman Burley stated they should focus on the resolution and take the advice and recommendation of the city attorney. This is their first time dealing with this and need to feel their way in doing this. In doing this and the next stage of where to go, have conversation who is going to accompany the Mayor. They can appoint a member of council to join the Mayor in the investigation and making inquiries. They need to focus on that first and feels like if they don't get started they can't get to the next level. Councilman Morgan commented they could open it up to a member of each district but is also comfortable allowing the Mayor to do it. Mayor Owens commented the primary issue defined in this is it ends if we don't get this done by the end of the month and it is potentially an issue. He stated they need to take care of the original motion and then take care of the parameters of how it will be conducted. Councilmember Tucker asked if the resolution



before them is being voted on. Mayor Owens replied yes and they would come back and vote on the parameters for that. Councilman Palmer asked if there would be amendments to the resolution and Mayor Owens replied no. It is two separate things. The first thing is to approve the motion which is the resolution authorizing an inquiry and investigation into certain budget transfers made in order to produce a balanced budget for the fiscal year ending September 30, 2021. A motion has been made and properly seconded (Clerk's Note: Motion-Councilman Morgan; Second-Councilman Pollard). Councilmember Tucker commented she will support the resolution as written because she has full faith nothing will show up in the audit and interrogation and wants that clear as the reason she is voting for it. Councilman Palmer commented this should be done by a state approved outside auditor that comes in, looks at it, and gives an opinion, not done inside of this council in city hall. The motion to approve the Resolution passed by a 5-0 vote. Mayor Owens stated Phase One is done.

Mayor Owens stated they are ready for the parameters and what will be helpful is that he can tell them exactly what the questions, if the Council allows the Mayor to do this, or the spirit of the questions, will be. As mentioned before, they have a situation and have addressed it on the accountability side, which was done yesterday. They are now going to have to figure out how they are going to balance the budget. There appears to be, based on information presented to the Council, a deficit remaining from the security contract, an unapproved contract, the City had with Tyson. That is a private debt owed to the City and the question is the general fund revenues to balance. For the public he stated there are expenditures of \$384,050 and an equal amount of revenues of \$384,050. What it appears is all the funds that will balance the \$384,000 are all public funds. The question is how do we get the potential private debt balanced inside the budget amendment. The questions have to be: (1) what are the source of revenues generated here, is it all public money; and (2) the expenditures to open that up to see exactly what is inside there. He wants to make sure the language used – audit – this is not an audit. It is an inquiry and investigation, it's questions. The audit is what got us here and we may need another audit before we approve the budget amendment. That may be a possibility but in the interim we need to find out exactly where we are. Today is Wednesday and if we are going to send to the State it has to be done by next week and they have not got to the budget amendment. What he could do is report back to the Council and there is going to be a tremendous amount of flexibility and fluidity to get it done. It is easy for him to do that. Councilman Pollard commented as an elected official, and others around the table being a collective council, it means the Mayor is also on the Council. As to the elected officials, if they can't put trust in him to do the inquiry then they have issues. Councilmember Tucker commented they do. Councilman Pollard stated issues he is willing to bet on. He [Mayor Owens] would ask questions and it wouldn't be other than to put shame to the Council and has that much belief and faith he would do exactly those things. As elected by the people he thinks he was elected for exactly that and each of them were elected to do a job, uphold accountability, and be transparent. If they are sitting at the table and don't want that now, they need to ask themselves the question is that what the people elected them for. If that is the case then they have a bigger issue, a moral issue and an ethical issue. As it stands right now he does not feel the Mayor needs to come out of his pocket or them to come out of their pocket to do an open records request, which could have been done. To simply ask questions do



an inquiry, he thinks they are stuck on investigation and asked if they were scared. They can get over investigation. He thinks they are stuck on the word investigation that he [the Mayor] is going to ask to open up this book, open up that book, and for them to get over it. Transparency and it will happen with this Council. Councilman Palmer stated unless we do it the right way with an outside audit to determine what is supposed to be, it is going to be more witch hunting and hocus pocus, besides the time. It was submitted at the first of the month and not new information.

Mayor Owens asked if there was a motion to designate the Mayor. Councilman Pollard made a motion to designate the Mayor to do the inquiry and investigation which was seconded by Councilman Morgan. Councilmember Tucker stated she wanted to be on the record in opposition to the motion and does not believe it is the appropriate way to handle it. She has voted on a resolution for inquiries and investigations, having zero problem with transparency. She feels like when they say we are able to agree with the Mayor having another member of Council and Councilman Morgan brought up an excellent point with having the Mayor and one member from District 1 and one from District 2. She thought it an excellent point and how they get transparency. They will not find a councilmember more ethical than she is. She is going to be ethical and transparent in every single thing she does. She does not feel comfortable with one individual being the one asking the questions of our city employees. It appears to her that the Council did, absent Councilman Palmer and herself, vote in opposition. The reprimand yesterday seemed like a conviction of all these facts and now we choose to investigate them. It seems a little opposite to her that they reprimand, now let's go investigate. Councilman Palmer stated our Charter is written the city manager is the only one supposed to deal with personnel. If we go by that this is the right way and what they are talking about today is the wrong way. Councilman Pollard stated they are contradicting themselves. They support the resolution but yesterday they did not vote on the reprimand and which one do they believe in. Councilmember Tucker stated she fully disagrees with the reprimand but agrees with the Resolution because she agrees in transparency and to have at it, because they are not going to find anything. Councilman Palmer stated the Resolution says City Council. Councilmember Tucker commented with respect to what Councilman Pollard was mentioning about a double speak, she stated what she considers a double-speak: In April of 2020 when all of this first went down and under the city manager's authority over personnel, he directed officers to Tyson. Why didn't, once it was disclosed, reprimand then and terminate if it was such an egregious act. What happened was a contract was prepared and the Council authorized the contract. On June 15<sup>th</sup> the contract was signed by our Mayor. In December the ones sitting on the City Council at that time issued a performance evaluation of the city manager's performance. There was no reprimand in December of 2021, no termination in December of 2021, and the city manager was to the point of seeing there was no way to be effective as a city manager with the Council he now had. He turned in his resignation letter and no one reprimanded him then. If they were so concerned about misappropriation of something on all these occasions, they had the opportunity to send him home and the opportunity to reprimand him, but it comes late in the game. Councilman Morgan asked the city attorney to correct the statement made by Councilman Palmer and if this is the correct way or wrong way going forward with the inquiry. City Attorney Coleman stated the Charter provides no right or



wrong way to carry it out. The procedure is something the council will have to devise on their own and carry it out. Ultimately it isn't council inquiry coming back to council one way or the other. As he listens to them talking they have four things under consideration: the Mayor's proposal he conduct on behalf of the Council, Mr. Morgan's proposal the Mayor along with two councilmembers from each district, to do it with an auditor, and the fourth one he brought up is they sit as a tribunal and ask people (finance director, police chief and others) to come and provide documents and give to the entire Council. They then make a decision about that. He thinks if it implies anything it implies that because it talks about subpoenas and testimony. Councilmember Tucker asked if he had an opinion which would be best of the four options. Attorney Coleman replied the latter where everyone sits here and asks people to come in and bring data. Councilmember Tucker stated that is the way the Resolution is written. Councilman Palmer stated that is what he voted for. Mayor Owens stated they have not voted yet. Councilmember Tucker and Councilman Palmer stated that is what they voted for (the Resolution). Mayor Owens stated they have not voted yet and sure the city attorney will agree, the City Council in its' generic form is four affirmative votes as it relates to what they do or don't do. The City Council represents the majority vote and it is important when they talk about the tribunal. He reminded everyone why they are here. They had no less than three public hearings related to the budget. It was never disclosed by the city manager or staff there was a contract or agreement, but has been determined it constituted a contract, with Tyson for a full year or at that time at least four or five months. The tribunal would have been in those three public hearings where we would expect, as required by the Charter, for it to be disclosed. The only person who had that information, at the very least or one of the individuals who had that information, was the city manager. It was not shared with the Council and that was their opportunity to speak as a collective group and ask questions. As it relates to Councilwoman Tucker's question, why now and not when you did the performance evaluation, when you did the contract, why didn't you reprimand then. We were told up until they were given the proposed budget amendment, it wasn't until just a couple weeks ago we learned there is potentially a deficit. We have been told for the last 15 to 18 months we would be made more than whole. It would not cost us one dime. Now they have the proposed budget amendment and know there is potentially a deficit. Now that we know we have to ask these particular questions and is the answer to her question. Councilmember Tucker stated they approved the Resolution for the City Council to do the inquiry and why is he [Mayor Owens] in objection to someone being with him when the inquiries are being made. Mayor Owens stated the main reason is because they had no idea, up until recently, they are potentially dealing with a catastrophic situation with the State as it relates to the budget amendment. The deadline is next week. There are very specific questions and fluidity that will be needed over the next 48 hours to get in and get these questions answered. The fail-safe or the comfort the Council should have is this is the inquiry and not the approval of the budget amendment. If there is an issue, once the date is set for the public hearing related to approving the budget amendment, the information brought back to them they can either delay, move forward, or have the State come in and do the whole deal. They are not there yet but over the next 48 hours he has the flexibility to ask those questions and do that. Councilmember Tucker stated she volunteers to be with him the next 48 hours. Mayor Owens stated that is fair. Councilman Palmer stated if they are not going with that (Resolution) he wants to reverse his

vote to no. That is what it says and he [Mayor Owens] is already saying he is not going to go by it. Mayor Owens stated the vote has already been cast and his objection is noted. Mayor Owens stated they have a motion on the table that has been seconded. The motion on the floor is to authorize the Mayor to conduct the inquiries and investigations related to certain budget transfers made in order to produce a balanced budget for fiscal year ending September 30, 2021. Councilmember Tucker requested to amend the motion to allow the City Council to conduct the evaluation with a member from District 1 and District 2 assisting the Mayor. Mayor Owens stated they have a substitute motion to have the City Council, a representative from District 1 and District 2, accompany the Mayor while making the inquiries. Councilman Morgan asked the Mayor what he commented earlier he would do regarding the substitute motion. Mayor Owens stated what he will stipulate, if given the authority to do this, is call Councilwoman Tucker and say he is headed to talk to whomever about this at 8:00 tomorrow morning and where he will be. He has absolutely no problem doing that. It is important to understand the questions, they don't have time to add even more confusion to the process. If he makes that call and the councilwoman shows up, the Mayor is the lead. He thinks some folks will be very surprised this is not going to take a long time. They are very specific questions he thinks this Council, based on consensus of some of the concerns of this Council, will be taken care of. Councilman Palmer stated an appointment should be set up because everyone works off of appointments and times so she knows or whomever will know. Councilmember Tucker stated she has an amended motion on the floor. Councilman Palmer seconded the motion. Voting in favor of the amended motion: Councilmember Tucker and Councilman Palmer. Voting in opposition: Councilman Burley, Councilman Morgan, and Councilman Pollard. The Mayor voted no and the substitute motion failed. He announced they are back to the original motion. Steve Sykes asked if the public could speak at this meeting since it was a public meeting. Mayor Owens replied no and that was at the beginning before he called the meeting to order. The motion on the floor is to have the Mayor conduct the inquiry and report the findings back to the Council. The motion has been properly seconded. Councilman Morgan asked for him to send an email to council members when he does meet with staff and if council is available they are welcome to attend. City Attorney Coleman stated if they have too many it would be a quorum. Mayor Owens stated they would keep the original motion which has a second. Voting in favor of allowing the Mayor to make the inquiries and investigations: Councilman Burley, Councilman Morgan, and Councilman Pollard. Voting in opposition of allowing the Mayor to make the inquiries and investigations: Councilmember Tucker (strongly opposed) and Councilman Palmer. City Attorney Coleman stated that doesn't mean two could not come as long as they don't create a quorum. Councilman Pollard stated they have a motion that has already been passed. Mayor Owens voted in favor of the motion to allow the Mayor to conduct the inquiry and investigation. The motion carried by a 4-2 vote.

Mayor Owens stated what he would do, once he is done, he will send in an email of exactly what he asks the staff member and there will be no secrets related to that. Councilman Palmer stated if he was an employee of the City of Camilla he would not talk to him [the Mayor] by themselves. Mayor Owens stated at that particular point there are, obviously, other remedies for that.



Steve Sykes made an inaudible statement and Mayor Owens asked him if he was there as the city manager or the public. Steve Sykes stated as an interested public. Mayor Owens stated they are not taking any comments from the floor.

Councilmember Tucker stated she had a letter in her possession she would like to read in to the record dated March 23. Mayor Owens asked her the subject and she replied the response to the reprimand. Mayor Owens denied her request to read the letter and stated it was a called meeting and by law they can only talk about what the called meeting is for. Councilmember Tucker stated it relates to inquiries and investigations. Mayor Owens stated that would have been for the discussion period and he was sorry.

#### **ADJOURNMENT**

On motion by Councilman Pollard, seconded by Councilman Morgan, the meeting adjourned at 2:55 p.m.

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

ATTEST: \_\_\_\_\_  
CHERYL FORD, CLERK

**MINUTES – CALLED MEETING  
CITY OF CAMILLA, GEORGIA  
MARCH 29, 2022**

The Called Meeting of the Mayor and City Council of the City of Camilla was called to order at 11:00 a.m. on Tuesday, March 29, 2022 by Mayor Owens.

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

City Clerk Cheryl Ford was 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**

On motion by Councilman Pollard, seconded by Councilman Burley, the motion to approve the Called Meeting agenda for March 22, 2022 passed by a 4-0 vote.

**EXECUTIVE SESSION - PERSONNEL**

Mayor Owens asked for a motion to enter Executive Session to discuss a personnel matter. A motion was made by Councilman Burley and seconded by Councilman Pollard to enter Executive Session. The motion passed by a 4-0 vote. Mayor Owens announced to the public they would be entering Executive Session and the live feed for Facebook would stop. Upon adjournment of the Executive Session the live feed on Facebook will resume.

Upon adjournment of Executive Session, Mayor Owens stated they are continuing the Called Meeting of the City of Camilla. They just came out of Executive Session where no action was taken. He asked for a motion to appoint Cheryl Ford as Interim City Manager until June 1, 2022 or until a permanent Interim City Manager is hired. The effective date of the appointment is April 1, 2022 or when the current city manager's position becomes vacant. A motion was made by Councilman Burley and seconded by Councilman Morgan. Mayor Owens stated he would ask for the motion again once the salary is included. He stated the compensation for her combined duties will be a bi-weekly base salary of \$3,500. A motion was made by Councilman Morgan and seconded by Councilman Burley. Councilmember Tucker noted for the record on March 24, 2022 they were presented with an internal candidate recommended by City Manager Steve Sykes. The candidate has 30 years of local government experience and made application to be considered for the Interim City Manager. She wanted to express her concern they have a highly qualified candidate recommended to them by the city manager and had not had discussion on

that candidate. She commented Cheryl also is a highly qualified individual and served the City well for years and wants it to be on the record that the city manager also made a recommendation and that candidate actually applied for the Interim City Manager position. Mayor Owens asked for a motion to appoint Cheryl Ford as Interim City Manager until June 1, 2022 or until a permanent Interim City Manager is hired. The effective date of the appointment is April 1, 2022 or when the current city manager's position becomes vacant. The compensation for her combined duties will be a bi-weekly base salary of \$3,500. Voting in favor of the motion: Councilman Burley, Councilman Morgan, and Councilman Pollard. Voting against the motion: Councilmember Tucker and Councilman Palmer. The Mayor voted yes to appoint Cheryl Ford as Interim City Manager until June 1, 2022 or until a permanent city manager is hired. The motion passed by a 4-2 vote.

#### **ADJOURNMENT**

On motion by Councilman Pollard, seconded by Councilman Burley, the meeting adjourned at 12:15 p.m.

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

ATTEST: \_\_\_\_\_  
CHERYL FORD, CLERK



**MINUTES – CALLED MEETING  
CITY OF CAMILLA, GEORGIA  
APRIL 11, 2022**

The Called Meeting of the Mayor and City Council of the City of Camilla was called to order at 9:00 a.m. on Monday, April 11, 2022 by Mayor Owens.

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

City Clerk/Interim City Manager Cheryl Ford was also present.

**OPENING PRAYER AND PLEDGE**

Councilman Pollard 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**

On motion by Councilmember Tucker, seconded by Councilman Burley, the motion to approve the Called Meeting agenda for April 11, 2022 passed by a unanimous vote.

**EXECUTIVE SESSION - PERSONNEL**

Mayor Owens asked for a motion to enter Executive Session to discuss a personnel matter. A motion was made by Councilman Morgan and seconded by Councilman Burley to enter Executive Session. The motion passed by a unanimous vote. Mayor Owens announced they would be entering Executive Session and the live feed for Facebook would stop. Upon adjournment of the Executive Session, Facebook live will resume.

Upon adjournment of Executive Session, Mayor Owens stated they are continuing the Called Meeting of the City of Camilla where no action was taken.

**ADJOURNMENT**

On motion by Councilmember Tucker, seconded by Councilman Burley, the meeting adjourned at 1:45 p.m.

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

ATTEST: \_\_\_\_\_  
CHERYL FORD, CLERK

**MINUTES – REGULAR MEETING  
CITY OF CAMILLA, GEORGIA  
APRIL 11, 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, April 11, 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**

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

**CITIZENS AND GUESTS**

Sign-in Sheet Attached.

**APPROVAL OF AGENDA**

Mayor Owens asked for a motion to amend the agenda to include approval of the carnival contract and disclose the names of the final three finalists for the Interim City Manager position. A motion was made by Councilman Burley, seconded by Councilman Morgan, and passed by a unanimous vote.

**APPROVAL OF MINUTES**

Mayor Owens asked for a motion to approve the minutes from the March 1, 2022 Called Council Meeting, March 14, 2022 Council Meeting, and March 22, 2022 Called Council Meeting. A motion was made by Councilmember Tucker, seconded by Councilman Burley, and passed by a unanimous vote.

**SPEAKER APPEARANCES**

Mayor Owens stated the first speaker is Reverend James Edwards. Mr. Edwards thanked them for giving him an opportunity to speak and stated he was there to request on behalf of the Mitchell County House of Hope transportation, not only for the House of Hope, but also their Parent University, which he made a request for last week. The reason he is back is because he checked with the Southwest Georgia Regional Transportation Authority and was told they do not have any funding for them. They do not see any way they would qualify for funding. He is asking the Council consider the Mitchell County House of Hope for some type of transportation, either by shuttle or if the City could provide funding, whereby they could acquire a van or transportation to assist the citizens of Mitchell County and Camilla in their effort to reach out and help those citizens. Mr. Edwards stated the reason they need transportation from the Council is because they have Parent University and as stated before, one of the challenges they have is they keep talking about our children and need to take back our streets and all of that. There is no problem with children, because they are children and that is all they know how to be, and get the parents to understand this. Parent University started in 2018 and they had their first graduate and



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

are on track to graduate more parents. He thanked them for all their help over the past three years and during the pandemic they were doing it via Zoom. The need is there and are looking for some things to happen around September whereby they will be moving in another direction and will outgrow the Mitchell County House of Hope located at 76 Oakland Avenue. If anyone would like to stop by and visit he stated they should feel free to do so. Councilman Pollard commented as he recalled when he [Mr. Edwards] came last Monday this program took place at Mitchell County High School. Mr. Edwards replied they actually started in the housing project and outgrew that space and had the opportunity to move to the high school. He has not spoken to the new superintendent yet but believes what will happen is they have been offered a module at the high school. Once they move to the high school they will need transportation. During the pandemic they stopped holding classes there. Councilman Pollard asked if the program was taking place on Saturday's and Mr. Edwards replied it is now taking place on Tuesday. At the time they moved they were doing it on Tuesday before the pandemic. They are now doing it on Tuesday from 10:00 a.m. until noon. If parents can't make it on Tuesday they hold a class on Saturday. Councilman Pollard commented this is an opportunity to have conversation with the Mitchell County school system. They have programs they offer on Saturday and conversation and collaboration with Mitchell County School Board will perhaps provide that service to them. Mr. Edwards commented he agreed 100% and one of the things they have to do is put everyone on the same page and right now they are not all on the same page. Everyone has areas they are working in and what they can do is take all the parents they have and group them because they are serving the same people. Once they all come together and meet one with another and say this is what they need to do, he believes they can all come together and be able to say the need is being met. He plans to get on the superintendent's calendar this week. Councilman Pollard pointed out the City of Camilla invested in the building.

Utoria Thomas Murray was recognized as the next speaker and stated she is greatly concerned she is being threatened with harassment and racism from her next door neighbor, Mary Parker, the city police department, city code enforcement as well as city councilman or woman that is over District 2. She has emailed everyone on two occasions beginning in November 2021 and again April 2022. She never received a response, especially from the city councilman or woman that is over District 2. Mary Parker stated she has money and can do what she wants. This has been proven true because on several occasions she has been threatened with being arrested, lied on, recorded, flashlights shined on, and pictures taken while in the privacy of her own yard. Code enforcement stated they only send out notices when people call and complain. She received a notice and a threat the police would be called to her residence if she does not comply with a notice all because Mary Parker called them. She was told by Keith Lodge that she [Mary Parker] called almost everyday about something and has been to her residence several times concerning issues with her [Mrs. Murray] but could not find anything but her vehicle parked in front of her house with a current tag, registration and insurance. According to city ordinance a notice must have the violation, action required, and a time frame. Her notice only had 'please call'. She is zoned as a residential neighborhood but she lives directly on 112. Her questions are: How long does a person endure constant harassment and racism before actions are taken, does money and ethnicity allow a person to be able to continuously harass a person before action is taken, and how can she be zoned residential when she lives on a state highway. If she is going to be zoned residential can she have signs that prohibit all semi-trucks from coming through her neighbor-



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

hood. Where are truckers to leave their trucks because Camilla does not provide anywhere for truckers to park. If the councilman or woman is not going to represent everyone, African American and Caucasian, how long do they remain in office without an infraction or action taken against them for not doing their job. Where is the accountability for the lack of representation in District 2. Mayor Owens thanked her for her comments. He stated he was in the Interim City Manager's office this afternoon and knows she and the police chief had a conversation about this very issue. In terms of specific questions or answers, he asked her to reach out to the Interim City Manager and see what information she has to share with her. He knows she is gathering some information related to this issue and is not something that happened overnight. Mrs. Murray asked if she reached out to Ms. Ford how long it would take to get a response. She reached out to several people in November 2021 and did not get a response at all. In April 2022 she got a response from only two people on the City Council and they are not in District 2. Mayor Owens asked her to reach out to Cheryl Ford and see what information she has gotten for her and knows she is getting more information related to it. Interim City Manager Ford commented Mrs. Murray can contact her at her convenience and she is in receipt of the email sent out. She is gathering information reports for the incidents that happened and is in communication with the police chief. It may be where they need her to come in to discuss and will expedite as quickly as she can. Councilman Pollard stated he is deeply sorry she is having to go through this because any resident of the city of Camilla should not be harassed, feel they are not included, and cannot stay in this section of a neighborhood. This is not Camilla. He is deeply troubled these things are going on, but as stated, the information has been forwarded to someone that will get to the bottom of the issues and hopefully come to a conclusion and everything will be alright. Councilman Morgan stated they have spoken about this and he remains committed to help in any capacity he can, although he is in District 1, and wants to take some heat off Ms. Ford as she has only been in this interim role for about two weeks. They are going through a major shift in the city and sorry she did not get those responses and part of the reasons they are going through the shift. Mrs. Murray asked if Ms. Ford would be able to address the issue about the truckers. Ms. Ford replied she will and it was a very inclusive conversation to provide an option to park the truck at another location so she would not have a code violation. Mrs. Murray asked how was she zoned residential and lived on a state highway. Mayor Owens stated some of the questions are too complicated for the conversation tonight but if she will reach out to the Interim City Manager, and he was part of that conversation this afternoon, some of the information is already being gathered and see what some of the solutions are.

Garrick Murray was recognized as the next speaker and stated Mrs. Murray is his wife and she voiced her concerns. He stated he was not a fan of Mayor Owens when he first became mayor but someone told him to give him a chance and he is glad he did. One thing he talked about is transparency and holding folks accountable. His question is, Mrs. Tucker is over District 2 and Mr. Palmer is over District 2, if they are not going to represent everybody, and he does not care what color their skin is, they took that office to represent everybody and feels the same way she [his wife] does. They are not getting represented and should not have to go to District 1 to have a conversation with other councilmen. They did not have the dignity to return an email and what this all started from. This did not start when he moved there, it started prior to him moving there. This has been going on for years and it is always you tolerate it, you do this and you do that. His wife tried to have a conversation with Assistant Police Chief Casterline and he became indignant



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

He used to work there and it is time for a change. If they are not all going to be included there needs to be a change somewhere. It doesn't make sense that some feel they can't get fair representation. If they are not going to be transparent and held accountable, that is where they are now and there is no accountability. You send out an email to people who represent you and they do not return emails. That is a fact and not right. He has been in this town for 50 years, born and raised. They have grown and came a long way but they have a ways to go. It is their job to represent everybody for the best interest of the city and it is not getting there. If you don't look like him, or as he was told 'I have money and can do what I want', how is that fair representation? It is not and he does not like politics and tries to stay away from it. He is serving notice today that whoever runs for District 2 he will do his very best to get them in office to represent everybody. Councilmember Tucker commented she appreciates them bringing this to their attention. She was first informed on April 8<sup>th</sup> and forwarded to the city manager and supports allowing her to work through the process. She will be glad to offer any kind of assistance she can but April 8<sup>th</sup> was the first time she found out about their situation and forwarded to the Interim City Manager. She is in the process of researching and will meet with them to see what needs to be done. It was the first she heard of any of it and will allow the city manager to check with the police chief and code enforcer and other departments involved.

Marie Dixon was recognized as the next speaker and stated her concern is two of the top positions in the city resigned recently and is curious about that. As far as she is concerned she found them to both be highly qualified with over 30 years of experience doing their jobs and were fortunate to have them. She thanked the newspaper for reporting and has read a good bit in the newspaper and they have been covering these meetings. In one of the newspapers Sykes stated the Mayor would not allow him to do his job and curious what that meant. She did research and Camilla is a council run government, not a mayor run government. If a city manager is hired to run day-to-day operations of the city, shouldn't he be allowed to do his job and not interfered with by the mayor. She asked about CFO Lisa Ferguson who came here very qualified and has resigned. Why wasn't she hired as the Interim City Manager and wants to know the qualifications they are looking for. Mayor Owens stated he truly appreciates her speaking up and this is literally what the majority of this Council had in mind when they moved the time from 9:00 o'clock in the morning to 6:30 p.m. to allow the public to come out and address their government and ask those questions. He believes they are valid questions and does not think anyone on the council knows why anyone would resign. That is a personal decision and she would have to ask those individuals those particular reasons. In terms of the interference from the Mayor, he asked if she had a specific instance. Mrs. Dixon replied particularly the Tyson situation. The City Council passed that and when the Council changed he brought it back up again to be voted on a second time when it had already been voted on by the Council. It was written in the newspaper and she was concerned about the Tyson situation. She does not think that made our city look very good in the sense we could be depended on that we had a contract and we broke the contract. Mayor Owens stated because her questions are important and community based questions and concerns related to the community, he pointed out inside the original contract there was an opportunity to cancel it. The Council, not the Mayor, cancelled it. He is not sure and cannot debate the writings of the newspaper and the only thing he has to go by as the chief elected official of the town is the Charter. All the things were done properly and will not say everyone agrees with it. In the case she just cited everything was done within the realm



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

of the charter and within the realm of the law and stated contract. Beyond that he cannot comment but stated she, and her family, are awesome folks and appreciates the fact she came and spoke tonight. He encouraged her to come back and encourages everyone in the room and everyone listening, if there is an issue whether it is in the charter or not, if it concerns them, this is why they are here. They have a right to question their government and he encourages it. Mrs. Dixon stated it is a great idea for people to turn out for this and a wonderful opportunity to see firsthand what is going on.

Susan Rackley was recognized as the next speaker and stated she too thanks the Council for allowing them to come. They need to talk about things and when they talk about things they can solve things. She thanked them for the opportunity and those being at the meeting for caring about what is going on in their city, because they all love their city. Her main concern was about using a portion of the competitive trust fund for paving projects. She knows they have money coming in July allocated for paving projects and does not see the hurry of taking it out of the reserves. She expressed her concern to keep those funds for rate stabilization that benefit all citizens in Camilla, especially those with limited income. Any time they start talking about spending money she gets nervous. With inflation and a lot of things going on in our country where prices are rising, farmers in particular and everybody, she really wants them to look at using our money wisely and keeping our savings and the trust fund there because rainy days could come. Mayor Owens commented one of the things the Council is considering is using a portion of our municipal trust money that was put aside. There are two nuclear plants we are invested in – Vogtle 3 and 4. Back in the day the Council started putting money away so when those nuclear plants come online we have to start paying for that. The idea was to have this fund set aside so we can pay our debt service so we don't have to raise rates on our customers. He thinks it was genius then and now. One of the things that could not have been anticipated was a world-wide pandemic. COVID has changed the entire paradigm of our global economy. One of the things we are going to have to do as elected body is figure out how we can grow our economy without raising taxes and without raising rates. The good news is they made the decision not do anything before having another public hearing. He wants her and the public to know before they move forward they will have another opportunity to voice their opinions, concerns, or support. Mrs. Rackley stated they have the money coming from the state for paving and that money has to be used for the paving. Mayor Owens stated that is correct and what she is talking about is TSPLOST funds. We do not get the money ahead of time and it has to accumulate. Mrs. Rackley asked if we are going to pave roads in the summer and the fall, why not wait until the TSPLOST builds up instead of using municipal trust money now. Mayor Owens commented he is called in the Charter as the chief policy advocate and one of his jobs is to advocate for certain policies. Since the paving question, there are other capital projects that are now potentially on the table and not only street paving. Other things are happening in our city as it relates to how we are growing and enhancing economic development in our town. The municipal trust is one source where we have ready made money that has already been paid for and put aside whereby we can do that. The list of things they may use it for will not be done until the citizens of the town have an opportunity to weigh in. No money will be pulled from anywhere without an opportunity for the public to weigh in.



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

Mayor Owens introduced Dr. Cummings who is the Mitchell County School Superintendent and stated he was asked to attend and talk about the College and Career Academy. Dr. Cummings stated he was going to give information about the Career Academy which is a grant funded program through the state. It is a competitive process and they are in competition with other schools around the state of Georgia. They were awarded a grant for \$3.1 million. Many people in the room participated in the grant process and what they plan to do is create a viable workforce for Mitchell County and surrounding areas. This is not only for the city but the county and region. The Career Academy's goal is to create job ready skills in their students. Not every student is going to college and what they have found throughout the years is not every student is intended to go to college. A study was done in 1960 which says 60% of the employment workforce is unskilled labor and is down to 10% in 2018 by a Harvard study. If you can get a job ready skill you can find a job. The data he has pulled, and it is verifiable, is 1:2:7 ratio. What it means is for everyone one college graduate with a masters degree or higher there will be at least two positions for a bachelors degree. Also created from that is seven associates degrees or jobs that require a specialized skill. From the same 2018 Harvard study, 30% of future jobs will require a bachelors degree or higher. Fifty seven percent of those jobs require a specialized skill. What they are trying to do is partner with surrounding business and industry to provide learning opportunities for the students and internship opportunities so they can develop these skills prior to getting out of high school. They can come into the workforce ready to work. Along with the Career Academy they teach soft skills: how to apply for a job, how to get a job, and more importantly how to keep a job. They are going to assess the student's skills and abilities. They want to match their aptitude with their interest through assessments. If you match a person's aptitude and skills together you have much more opportunity to be successful. He asked how many people have they heard of that went to college and ended up not working in a field they majored in. Quite a few but had that student known prior to going to college what their interest was matched to their interest and aptitude, they would have had a greater chance of success. That is what the Career Academy is about and they are undergoing plans now to implement the program. Some of it will require adjustments in student instruction to repurpose some of the areas. They are not looking at adding to the footprint significantly but are interested in bringing new job skills and asking people from the community and other business and industry to share with staff what they are looking for in employees. They feel the practitioners and people in the community doing this, and not just Camilla or Mitchell County because they want to serve the entire region of the state, is what they are about and implementing in the next year or so.

Jessica Jennings was recognized as the next speaker and Mayor Owens stated she was invited to come and talk about what her organization does. She stated she is Executive Director of Mitchell County Children and Youth and thanked them in advance for the proclamation that would be presented tonight for Child Abuse Prevention Month. She felt she would use this as an opportunity to give a brief overview of some of the programs they have going on as it relates to child abuse prevention. According to the most recent kids count data, Mitchell County is faring pretty well with child abuse and neglect rates. They are currently at 1.8 per 1,000 and the state rate is about 3.9 per 1,000 so we are about half the state rate. One area of concern is the number of children in Mitchell County living in poverty. Our rate in Mitchell County is 42.3% compared to the state rate of 19.5%. We rank 155 out of the 159 counties in Georgia in this area. We know that poverty puts a lot of stress on families and can sometimes be a risk factor for child abuse and



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

neglect. Some of the things they are doing through the Family Connection collaborative to address this is their Community Assistance Program where they are able to assist families in financial need with utility bills, rent and mortgage. They have a community supply closet where they are able to provide household cleaning supplies, toiletries, diapers and other small items. They have a community resource guide they provide families so they will know the resources available in order to access them. They have a community partnership for supporting youth that is focused on high school graduation by keeping kids in school and graduating from school on time. They partner with the local DFACS office to assist with the needs of families and children they are working with. They have monthly Family Connections collaborative meetings that provide a forum for community organizations and individuals to come together to network and share information on things they have going on. There are many other opportunities and just a few of the things they do. They hope to continue this work in the years to come and able to continue to see low child abuse and neglect rates. They would like to see it at zero and would like to see the child poverty rate come down too. It will take a comprehensive community strategy to address those issues. She thanked them for the opportunity to share what they do. Councilman Morgan asked her to speak on the parameters of the assistance programs they offer and what makes an applicant qualify. Ms. Jennings replied it depends on the funding source. The community assistance program for the utility bill and rent/mortgage is fairly new to Family Connection of Mitchell County. They started it at the beginning of the COVID-19 pandemic because there was a need with people being out of work. They had several different funders for the program and usually the funder sets the parameter. They had funds come in through donations from private donors, the Family Connection partnership in Atlanta, the Community Foundation of Southwest Georgia, and United Way. They are all different in the amounts they allow them to pay and some of the income requirement documentation. Usually with the COVID funds they had to prove they were affected by COVID in some way. It depends on the funding source. Councilman Palmer commented she stated the poverty rate in the county was 40+% and what the rate was in Camilla. Mrs. Jennings stated she did not have that number with her but could pull that number and get back to him. Councilman Pollard asked her the locations and she stated she worked Baker and Mitchell counties. Her office in Camilla is in the Teen Resource Building on Harney Street and her office in Baker County is in Newton at the DFACS building.

Mr. James Therrien spoke next and stated he owned Mitchell County Driver Improvement Clinic and is across the street from the House of Hope. Recently rather unique and perplexing events have occurred in their business and wanted to share with the Mayor and Council and the rest of the citizens problems they are having and if they can advise how to deal with these problems. He stated he would turn the speaking over to Ms. Sheffield, the administrative aide. Mayor Owens stated he wanted to let the Council know and for the record Mr. Therrien signed in but did not check he wanted to speak but he is up there now and can speak. Ms. Sheffield stated this is something that really bothers them. Their office is being broken into and they noticed things March 10, 2022. For example, their beige internet cord was replaced with a green cord. They have gone there and the lights are turned on when they turned them off. There are a lot of things going on and a police report was filed on March 10<sup>th</sup> and they are still waiting on the report. March 11<sup>th</sup> when they went in the lights were on again. She has a list of things going on and wants to know how it is possible for someone to get in their building and no one else in the shopping plaza is complaining about break-ins. How are they getting in, getting out, and no one



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

is noticing anything and no one is seeing anything. Something is going on and they feel it is racial. It is not only happening in Camilla but they live in Albany, Georgia and it is happening there too. They just want to come and work in peace and provide a good service for the community without all the extra harassment going on. Mayor Owens commented he received their email prior to the meeting today and will forward to the Interim City Manager and to follow up with her but give her time to follow up with the police chief to see what they are working with. The email will be forwarded to her this evening and include Council. Ms. Sheffield thanked him and hopes everybody could put their feet into their shoes to understand what they are going through. Mayor Owens stated their concerns are extremely important to them and hopefully they will find out exactly what is happening with their shop. Councilman Pollard asked them what type of service they provide. Mr. Therrien replied they have a school for people who have been arrested for DUI and it is a 20-hour weekend class to learn how to deal with addiction and alcoholism. They teach a class.

### **ACTION ITEMS**

#### **ORDINANCE NO. 2022-04-11-1 – SPECIAL EVENTS AND USE OF CITY PROPERTY – INCLUSION OF CENTENNIAL STADIUM PROPERTY**

The Mayor and Council received information for consideration at their April 4, 2022 Work Session to include property known as Centennial Stadium as part of the City's Special Events and Use of City Property ordinance. The parking lot at Centennial Stadium is currently included in the Centennial Stadium Entertainment District by Council action taken on August 16, 2021. The Council recommends adopting Ordinance No. 2022-04-11-1 providing for the addition of Centennial Stadium property as shown on Exhibit B of the ordinance, waiving the second reading, and authorizing the Mayor to sign. A motion was made by Councilmember Tucker and seconded by Councilman Pollard to adopt Ordinance No. 2022-04-11-1, waive the second reading, and authorization for the Mayor to sign. Councilman Palmer commented if this were to be added to the parking lot, which is already a designated area, that will bring on events that will require a lot of security. When it comes budget time his suggestion is they will need to add about \$100,000 to overtime for the police to cover possible events that may occur there. Mayor Owens stated he was not sure of the dollar amount but his point was well taken. Once they get into the budget later this year this is something they can discuss. Councilman Morgan asked in the entertainment district if individual citizens host said events on our properties would the City need to be paying for security. Mayor Owens stated he thinks the larger conversation will happen, outside of the actual event security, and there may be circumstances where traffic control will be required. If they get that kind of use of the stadium that requires \$100,000 of police overtime that means the city of Camilla will be doing very well. It is a valid question and concern and if we are using city police, odds are they will be relegated to traffic control for the most. Event security may be something the host will have to provide. Councilman Pollard stated there still has been policy made for Centennial Stadium. It is a larger conversation that will be making policy and currently we do not have policies for this. Tonight they are just asking to include and he is in favor of including Centennial Stadium in our event district. Councilmember Tucker asked if this is just setting up that particular area, just like they set up other entertainment zone areas, and we have not established a policy for use yet. Mayor Owens stated that is correct. There are some



## **ORDINANCE NO. 2022-04-11-1 – SPECIAL EVENTS AND USE OF CITY PROPERTY – INCLUSION OF CENTENNIAL STADIUM PROPERTY (cont.)**

areas like the downtown area we are locked in on. Going outside there, at The Depot, there are policies already in place. To her point and Councilman Pollard's point, when talking about the stadium we are not only talking about entertainment, but potentially a film crew may want to use our stadium to film and what would be the rules for that. The motion passed by a unanimous vote.

### **CARNIVAL CONTRACT**

Downtown Manager Don Gray stated this is his third trip to bring a carnival to Camilla. They approved the action in October 2021 but COVID stopped them. The contract was delayed and they could not get it approved but he now has an approved contract reviewed by Attorney Coleman and Interim City Manager Ford. It is May 26<sup>th</sup> through the 30<sup>th</sup> over Memorial Day weekend. It will be held on the City's green space behind the Boys and Girls Club and old gym. There will be twenty rides and entertainment and they are trying to add to the carnival with some local flavor. They are gearing up to have the city/county fair feeling and trying to get in with a good company, which he thinks this is, so they can grow. Councilman Pollard asked about the marketing piece and how it was being expedited. Mr. Gray stated they [carnival company] furnish a good bit of it and is after school is let out and is different. It was not their choice and his first choice was to tag it to the Fourth of July or the fall events. They had issues trying to get things done and need a reprieve (rapport) with them and be a repeat date for them. Councilman Morgan commented in the email it stated they asked for some changes to the contract. Interim City Manager Ford commented the changes were asked for by her and the contract is standard. The previous county that used the contract was still listed in the contract and they cleaned that up. The license fee had to be negotiated and Don was able to get that done. We got it back today and since he needs to get his advertisement done we had to present as a non-agenda item. Mr. Gray commented with the Council's good wishes they [carnival company] will be here Friday to work with the police, fire, electric and water departments. Mayor Owens asked for a motion to approve the carnival contract for the City of Camilla as stated with the dates designated and approve the Mayor to sign. A motion was made by Councilman Burley and seconded by Councilman Pollard. The motion passed by a unanimous vote.

### **PROCLAMATIONS AND PRESENTATIONS**

*Proclamation for Kenneth Leroy Johnson* – Councilwoman Tucker presented this item and stated it was an honor for her on behalf of a wonderful citizen from our community and who served faithfully in our community and our country. For those who do not know her best friend, his name is Kenneth Leroy Johnson. She called him KJ and he called her LB. She showed a picture of him just before he passed away. Although they look a little different, he called her sister and she called him brother and they were best friends. There were many things they were absolutely on opposite ends of how they thought but they shared a love for their Heavenly Father, his family, and her family. There have probably been several hundred meals he had in her home or she had in his home. His birthday is tomorrow and she wanted to honor that with a proclamation and requested the Mayor to be given the privilege of reading the proclamation. The proclamation was read into the record by Councilmember Tucker. Mayor Owens stated proclamations are typically handled in the Mayor's office and at Councilwoman Tucker's request she wanted to do it here at the Council Meeting to be voted on to show support from the City Council. The

## **PROCLAMATIONS AND PRESENTATIONS (cont.)**

Council last week agreed to do this. Mayor Owens asked if there was a motion to approve the proclamation as presented honoring Mr. Kenneth Leroy Johnson, also known as KJ. A motion was made by Councilman Burley and seconded by Councilman Pollard. The motion passed by a unanimous vote. Councilmember Tucker commented she will give the proclamation to the family, who were unable to attend the meeting tonight.

*Proclamation – Child Abuse Prevention Month* – Mayor Owens read the proclamation into the record and presented to Jessica Jennings for all the hard work she does and continues to do and commented she now has a partner with the City of Camilla.

## **INTERIM CITY MANAGER’S REPORT**

### **CONFLICT OF INTEREST – 2022 COMMUNITY DEVELOPMENT BLOCK GRANT TARGET AREA**

Interim City Manager Ford stated she provided each member a map that shows the 2022 CDBG target area. If anyone owns or rents property in the area it will need disclosure. It is a requirement of the grant they disclose any ownership or if they rent in the area. No one serving on the Council disclosed any ownership or renting of property in the area.

The next item presented was a letter Councilman Palmer received from the Kolbie family which was read into the record.

Project updates: Splash Park is complete and a few minor items remain on the punch list. The grand opening is still on schedule for Memorial Day weekend and nothing on the punch list will prevent the grand opening.

Toombs Park is complete and there has been discussion about fencing around the perimeter of the park. She stated she would like to put out bids for fencing of the entire area. Everyone received the email the Mayor sent out about the policy for parks and once they start discussing that, depending on the need to lock the park, we will need to have the fence up. To prevent delay she would like to go ahead and get this done.

The Boys and Girls Club has been discussed at the work sessions and we are exploring options as to how we are going to do that. She emailed the architect and is waiting for specifications and costs.

For the Wi-Fi hotspots, on the system we have there were eight available locations and four are remaining. She recommends we put one at the splash park and two downtown, one on Scott Street near Mama Rita’s and one on Broad Street near the FRAC building. The ones downtown are where major shops are, have the heaviest traffic, and in the entertainment zone. Councilman Morgan asked if that left one remaining and she replied yes and they could have the discussion where to locate the last one. Mayor Owens commented they could also have the discussion if they need to add to that. Interim City Manager Ford commented she was not sure of the range and could end up downtown to expand that area. She will coordinate with Don to make sure we have full coverage where they would like to see it. Mayor Owens commented the one at The



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

Depot [he originally stated the Library] makes it to Kebo's. The pod is near the patio of The Depot and makes it across the street and the range is decent when talking about downtown.

The 2020 CDBG project is complete and we are in the process of getting information to submit our 2022 application which is due June 3<sup>rd</sup>. There is a lot of legwork to be done and is being coordinated. It is a sewer system improvement project in the Palmer, Butler, Newton and Worley areas and hopefully we are successful with our application.

Contract documents for the two gateway signs awarded last month to Barber Contracting from Moultrie are executed. City Engineer Chad Griffin will be facilitating the required meeting with the Department of Transportation for pre-construction and she has the paperwork and easement signed, along with the plat, for the location on 19 South and will get recorded this week. She is not sure how quick the construction will start and will get with Chad to get dates.

We are continuing to work on our PlanFirst application and it is due May 15<sup>th</sup>. We have provided the Regional Commission a lot of information and they will come back to us to gather more. She hopes this is also a successful application and we have some hard deadlines we are up against and pushing ourselves to get all the information gathered but we will make it.

The contract for LRL Ventures for landscape maintenance became effective April 1<sup>st</sup> and they have completed their first mowing on US19.

### **MAYOR'S COMMENTS**

Mayor Owens stated he needed to read into the record the names of the people who will be working the election for the upcoming special election in May: Election Supervisor Vicki Hicks, Election Supervisor Sandra Frazier, Assistant Supervisor Betty Sue Thompson, Assistant Supervisor Brenda Wimberly, and poll workers Alexa Catchings, Emma Keaton, Kathy Cowen, Jill Williams, Emily Donnelly, and Gracie Ferguson.

He stated Georgia Cities Week will be April 23<sup>rd</sup> through the 30<sup>th</sup> and will make the proclamation part of the record and read at the actual event.

He commented one of the things he likes to do and one of his favorite quotes from Dr. Martin Luther King is: We are now faced with the fact that tomorrow is today. We are confronted with the fierce urgency of now. In this unfolding conundrum of life and history there is such a thing as being too late. This is no time for apathy or complacency and this is a time for vigorous and positive action. The reason why he is leading with that is because that is the situation they are in. The challenges they face as a community are real. As Jessica stated earlier, as a county we rank 155 out of 159 and Camilla is inside the county. As logic seems to say, we are contributing to that number. This is why we are doing things like the College and Career Academy, to get these kids, specifically in city government because we are one of the folks that agreed to do internship with our kids, obviously with the Boys and Girls Club we are investing in our youth and our seniors. This is one of the reasons we are talking about funding sources to help fund this. The reality is when 42% of our children are going to bed hungry, we are nearly approaching half of our kids in our community going to bed hungry and expected to wake up tomorrow and go to

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

school and perform. We have to do everything we possibly can to fix that. It will take investment and all of the investment will not be popular. When you look at those kind of numbers, as elected leaders and Mayor of this town, it is unacceptable for him and he knows after talking with some of the councilmembers it is unacceptable for them. And for some of the parents and some in the community it is unacceptable to them. They are going to have to act and act boldly and quickly. In the words of Dr. King, we are now faced with the fact that tomorrow is today. We are confronted with the fierce urgency of now.

Mayor Owens stated earlier the approval of the agenda they changed or amended it to include disclosing the names of the final three finalists for the Interim City Manager position. These individuals have been interviewed: Dennis Stroud, Dr. Felicity Burns, and Ms. Serless West. Down the road they will get more information related to the finalists. Mayor Owens asked for a motion to approve the three finalists for the Interim City Manager. A motion was made by Councilman Burley and seconded by Councilman Palmer. The motion passed by a unanimous vote.

Councilman Pollard commented he was glad to see all the faces at the meeting tonight. This is Child Abuse Awareness Month and encouraged everyone to contact Jessica to get their pinwheels.

### **ADJOURNMENT**

The meeting adjourned at 7:50 p.m. on motion by Councilman Burley and seconded by Councilman Pollard.

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

ATTEST: \_\_\_\_\_  
CHERYL FORD, CLERK



## AGENDA ITEM #7 - ACTION ITEMS

May 9, 2022

Councilman Burley

- a. 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. 2022-05-09-01 and authorizes the Mayor to sign.

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

- b. 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.

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

- c. 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.

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

- d. 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.

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

- e. 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.

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_



- f. A request for statement 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.

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

- g. 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:

<b><u>Per Pay Period</u></b>	<b><u>Hours</u></b>	<b><u>Premium Pay</u></b>
Standard hours	80 hours (65% of staff)	\$1.00/hour
Investigators	80 hours	\$1.00/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.

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

- h. The Council discussed the use of ARPA funds to provide financial relief for City utility bills through a partnership with Family Connection 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.

MOTION:\_\_\_\_\_

SECOND:\_\_\_\_\_

- i. 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.

MOTION:\_\_\_\_\_

SECOND:\_\_\_\_\_

- j. 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.

MOTION:\_\_\_\_\_

SECOND:\_\_\_\_\_

- k. 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.

MOTION:\_\_\_\_\_

SECOND:\_\_\_\_\_



- l. 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.

MOTION:\_\_\_\_\_

SECOND:\_\_\_\_\_

- m. Mental Health Month Proclamation – Mayor Owens

- n. 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.

MOTION:\_\_\_\_\_

SECOND:\_\_\_\_\_

**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 \_\_\_\_\_  
\_\_\_\_\_ [Official] and \_\_\_\_\_ [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:

CITY OF CAMILLA, GEORGIA

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

\_\_\_\_\_  
Kelvin Owens, Mayor

SEAL



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

I, the undersigned, CHERYL FORD, DO HEREBY CERTIFY that I am the duly appointed and acting 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: \_\_\_\_\_

OFFICE: \_\_\_\_\_

\*TERM EXPIRES: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

OFFICE: \_\_\_\_\_

\*TERM EXPIRES: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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.

[SEAL]

\_\_\_\_\_  
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)

**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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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) (Print Title)

\_\_\_\_\_  
(Signature of Person to Attest Documents) (Print Title)

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary/Clerk

(SEAL)



## MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

THIS MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT (this "Modification") dated \_\_\_\_\_, 20\_\_\_\_, 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**

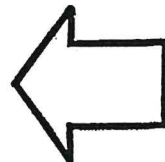
Approved as to form:

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

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

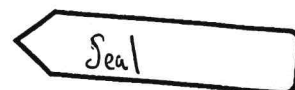
Print Name: \_\_\_\_\_

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



**SIGN  
HERE**

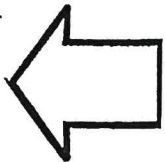
(SEAL)



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



**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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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) (Print Title)

\_\_\_\_\_  
(Signature of Person to Attest Documents) (Print Title)

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

Date: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
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**

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## MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

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### 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**

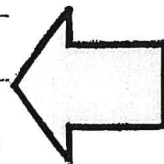
Approved as to form:

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

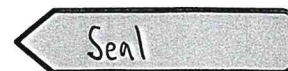
Signature: \_\_\_\_\_

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

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



(SEAL)

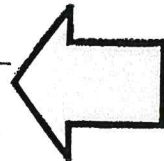


**SIGN  
HERE**

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



**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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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)      (Print Title)

\_\_\_\_\_  
(Signature of Person to Attest Documents)      (Print Title)

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

Date: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Secretary/Clerk

## MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

THIS MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT (this "Modification") dated \_\_\_\_\_, 20\_\_\_\_, 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.

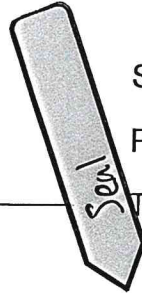
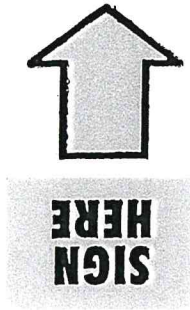


IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof

**CITY OF CAMILLA**

Approved as to form:

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



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

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

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

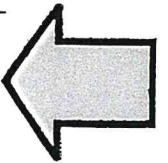


(SEAL)

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

## **CITY OF CAMILLA JOB DESCRIPTION**

**JOB TITLE:** Park Attendant

**DEPARTMENT:** Public Works  
**SUPERVISOR:** Public Works Superintendent  
**PREPARED BY:** City of Camilla  
**DATE:** April 2022

### **GENERAL STATEMENT OF DUTIES:**

Employee in this position operates one or more types of light motor equipment and performs various manual tasks in regards to such operations. Maintains watch over public property in parks, restrooms or facilities; does related work as required. An employee in this position is responsible for the maintenance of public property at a park facility. Employee works under the general direction of and is responsible to the Public Works Superintendent.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

Some specific examples of the duties of the position include: operates trucks and other miscellaneous light equipment; operates various types of mowing equipment, services, cleans and performs maintenance on such equipment; Oversees public compliance with rules and regulations regarding the use of the park/facility and reports any violations; Oversees the use of various facilities, such as restrooms, equipment and parking; Maintains order and cleanliness; Investigates unusual conditions or disturbances; Assists the public; Performs minor maintenance and manual labor associated with the ongoing maintenance of facilities; Performs routine cleaning and labor tasks; and performs other duties as required.

**GENERAL QUALIFICATIONS:** Possess skill to work under all types of weather conditions; ability to communicate and understand oral instructions; possess good mechanical aptitude and ability to service and make minor repairs and adjustments to equipment; maintain dependability. Good knowledge of the duties and responsibilities of a park attendant; of cleaning methods; familiarity with recreational facilities; ability to size up a situation and take an effective course of action; ability to be courteous and yet firm with the public; ability to follow oral and/or written directions; integrity; reliability; alertness; physical condition commensurate with the demands of the position.

**MINIMUM TRAINING AND EXPERIENCE:** Must be able to read, write, communicate and have some experience in the operation of light to medium equipment; or any combination of training and experience which provides the knowledge, skill and ability to perform the duties of the position. Must be a high school graduate or equivalent (GED).

**NON-EXEMPT POSITIONS**

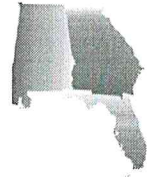
As of October 1, 2021

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**

PAGE 1 OF 2

9<sup>th</sup> MAY

**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.

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 \_\_\_\_\_

Phone \_\_\_\_\_

Billing Address \_\_\_\_\_

Email Address \_\_\_\_\_

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF CAMILLA

By: \_\_\_\_\_  
Mayor, Kelvin Owens

( S E A L )

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

JILL S. TREBONY, Individually

Signed, sealed and delivered  
in the presence of:

Grace H. Reid  
Witness

[Signature]  
Notary Public



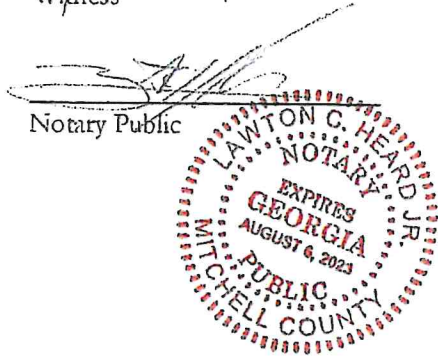
GLAM SALON, LLC

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



Signed, sealed and delivered  
in the presence of:

James H. Heard  
Witness

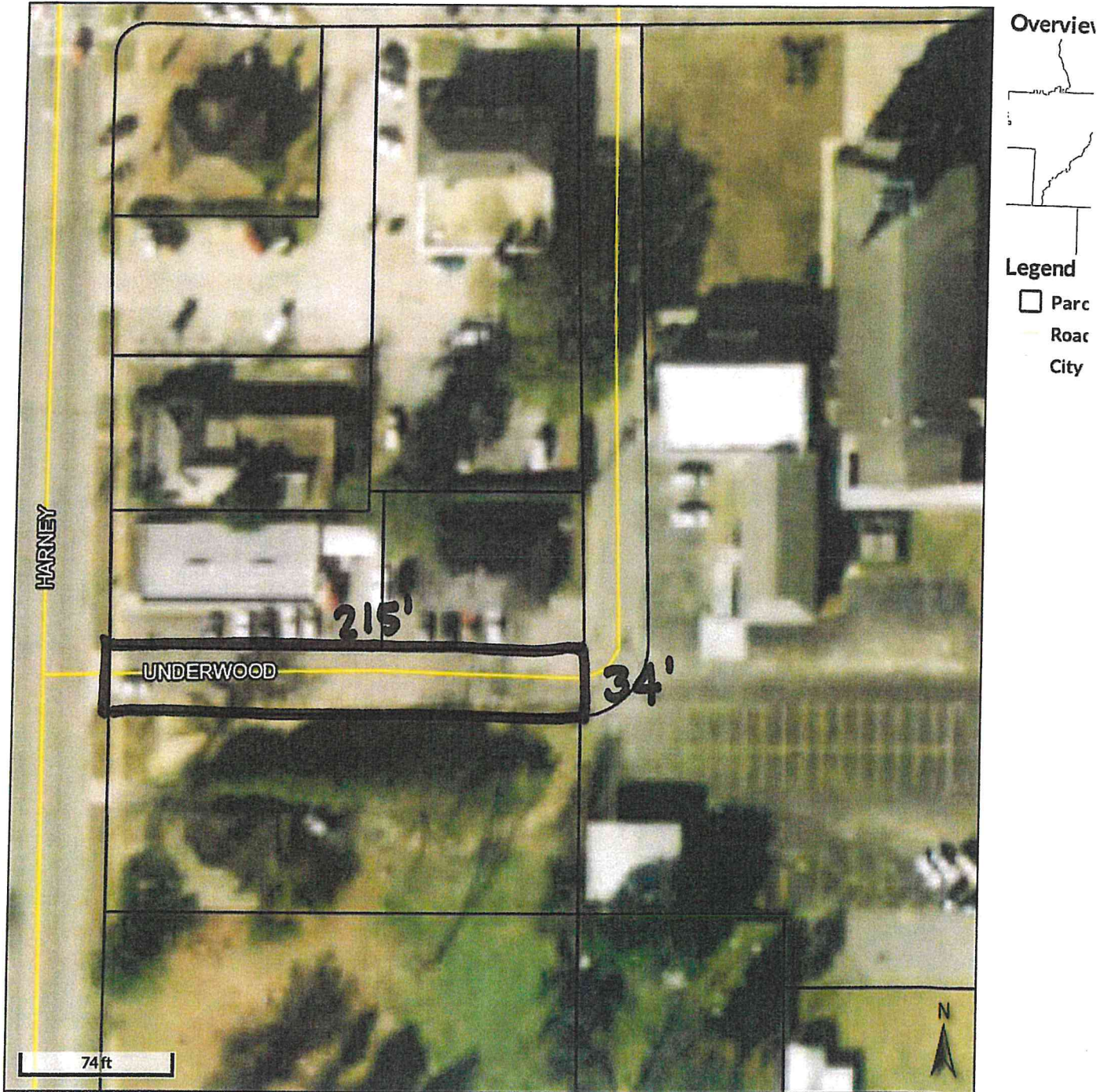


FIRST BAPTIST CHURCH OF CAMILLA

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 \_\_\_\_ day of \_\_\_\_\_, 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.



- 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



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

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

**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: \_\_\_\_\_

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

Typed Name: Kelvin M. Owens, Mayor

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

Attest:

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

Typed Name: Angela Witt

Title: Grants/Contracts Administrator

Date: \_\_\_\_\_

(CORPORATE SEAL, optional)

(CORPORATE SEAL, optional)



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

## 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.

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).



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.

**Attachment B**

**Sample Work Order**

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

**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. Wentz, P.E.

Title: Vice President

Attest:

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

Name: Angela Witt

Title: Contracts/Grants Administrator



**ATTACHMENT C**



**YEAR 2022**

**BILLING HOURLY RATES**

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

**NOTE:**

Hourly Rate is fully burdened rate, including overhead and profit.

## **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

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 (20 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.



- (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,

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]**

# 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 \_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF CAMILLA**

By: \_\_\_\_\_  
Mayor, Kelvin Owens

( S E A L )

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.

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Kelvin M. Owens, Mayor

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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