

**MINUTES – REGULAR MEETING
CITY OF CAMILLA, GEORGIA
OCTOBER 11, 2021**

The regular meeting of the Mayor and City Council of the City of Camilla was called to order at 6:30 p.m. on Monday, October 11, 2021 by Mayor Owens.

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

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

OPENING PRAYER AND PLEDGE

Councilman Morgan 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 Campbell, seconded by Councilman Pollard, the October 11, 2021 agenda was approved as presented by a unanimous vote.

APPROVAL OF MINUTES

On motion by Councilwoman Willingham, seconded by Councilman Palmer, the minutes from the August 2, 2021 Budget Hearing, September 7, 2021 Budget Hearing, and September 13, 2021 City Council Meeting were approved as presented by a unanimous vote.

ACTION ITEMS

RED RIBBON PROCLAMATION

The Council reviewed a Red Ribbon Proclamation proclaiming October 23rd through October 31st, 2021 as Red Ribbon Week in Camilla. The Mayor and Council urge all citizens of Camilla and Mitchell County to make a personal commitment for drug-free living and participate in this week of special observance. The Council recommends approval of the Proclamation and authorizes the Mayor to sign.

A motion was made by Councilman Palmer and seconded by Councilman Twitty to approve the Proclamation with authorization for the Mayor to sign. The motion passed by a unanimous vote. After reading the Proclamation, Mayor Owens presented the Red Ribbon Week Proclamation to MSgt. Nathaniel Lowman and the Mitchell County Young Marines.

NATURAL GAS CONNECTIONS MARKETING PROGRAM SUPPLEMENTAL CONTRACT

The Mayor and Council heard a Natural Gas Connection marketing program presentation by Eric Groom from the Municipal Gas Authority of Georgia on September 7, 2021. The program will provide to the City of Camilla robust marketing, advertising, sales service to attract and retain natural gas customers, and help customers research, purchase, finance and schedule installation of appliances. The contract will become effective October 1, 2021 and extend until September 30, 2022. The contract automatically extends for an additional 12-month period on the first day of October unless the City exercises its right to terminate participation. The Council recommends participation in the Municipal Gas Authority of Georgia Natural Gas Connection Project and approves contract execution with authorization for the Mayor to sign.

A motion was made by Councilman Palmer and seconded by Councilman Campbell to approve participation in the Municipal Gas Authority of Georgia Natural Gas Connection Project and authorization for the Mayor to execute contract documents. The motion passed by a unanimous vote.

JULY 4, 2022 FIREWORKS CONTRACT

The Council reviewed a contract with Southern Sky Fireworks, LLC to furnish and deliver fireworks for the City of Camilla's Fourth of July Celebration on July 4, 2022. The contract designates a rain date of July 9, 2022 and the cost for delivering fireworks as set forth in the contract is \$12,100. The Council recommends approval of the contract with Southern Sky Fireworks, LLC and authorizes the City Manager to sign.

A motion was made by Councilman Palmer and seconded by Councilwoman Willingham to approve the contract and authorize the City Manager to sign. Councilman Twitty commented it is early in the year and questioned if we are beginning to make plans for community-wide observance of the 4th and festivities. City Manager Sykes replied he would ask Don to comment on what he is lining up for the 4th of July celebration and festivities.

2022 COMMUNITY DEVELOPMENT BLOCK GRANT RESOLUTIONS

The Council reviewed two Resolutions: one supporting submission of a Community Development Block Grant (CDBG) application for the 2022 funding cycle and one encouraging equal opportunity in housing for all persons regardless of race, color, religion, gender or national origin. The Council recommends adoption of Resolution No. 2021-10-11-1 to submit a CDBG application for 2022 and Resolution No. 2021-10-11-2 to support fair housing opportunities in Camilla.

A motion a made by Councilman Palmer and seconded by Councilwoman Willingham to approve Resolution No. 2021-10-11-1 and Resolution No. 2021-10-11-2. The motion passed by a unanimous vote.

WATER MAIN REPLACEMENT BID (NEWTON ROAD, BAY STREET, and OAKLAND AVENUE)

The Council received bids on September 16, 2021 for Water System Improvements Project GEFA DWDR 20010 for water main replacement to serve Newton Road, Bay Street, and Oakland Avenue. Five bids were received and RPI Underground, Inc. of Valdosta, Georgia qualified as low bidder with a base bid amount of \$713,720.90. The Council recommends acceptance of the low bid from RPI Underground, Inc. and authorizes the City Manager to execute a Notice of Award and related contract documents.

A motion was made by Councilman Palmer and seconded by Councilman Campbell to accept the low bid of \$713,720.90 from RPI Underground, Inc. and authorize the City Manager to execute the Notice of Award and contract documents. The motion passed by a unanimous vote.

RESOLUTION NO. 2021-10-11-3-/GMA LEASE PROGRAM/GETAC VIDEO

The Council received information from Police Chief Hendricks regarding replacement of the video camera system currently in use by the Police Department. The system is ten years old and Chief Hendricks expressed they have experienced issues for the past two years with technical support and replacement of parts. He recommends replacing the current system with a GETAC video camera system which will replace the existing in-car video cameras and body-worn cameras and provide a cloud based operating and storage system. Total cost for the system is \$135,442.55. The Council recommends purchasing the GETAC Video Camera System and approval of Resolution No. 2021-10-11-3 authorizing the City to execute a lease agreement with the Georgia Municipal Association to provide financing for the purchase with authorization for the Mayor to sign lease agreement documents.

A motion was made by Councilman Palmer and seconded by Councilwoman Willingham to approve Resolution No. 2021-10-11-3, purchase the GETAC Video Camera System, and execute the lease agreement with authorization for the Mayor to sign related documents. Councilman Twitty asked for an update on the time frame for the purchase. City Manager Sykes commented with Council approval tonight an order will be placed tomorrow and a delivery lead-time will be provided for equipment delivery. The GMA lease is a four-year lease and will be five annual payments because the first payment will be made up front. The purchase price of \$135,000 will be reduced by \$30,000 and the balance split over four annual payments. The current budget covers the first payment and in future years they will budget until the amount is paid off. Once he receives the estimated delivery time from the vendor it will be shared. Councilman Pollard asked how many body cams will be replaced. City Manager Sykes it will be one for each officer and one for each vehicle. Councilman Pollard asked for an inventory of vehicles and staff be sent to him. There being no further discussion, the motion passed by a unanimous vote.

80' X 60' CORPORATE AIRPORT HANGAR

Bids were received on September 2, 2021 for construction of an 80' x 60' corporate hangar at the Camilla-Mitchell County Airport. One bid was received from Drummond Construction, Inc. in

80' X 60' CORPORATE AIRPORT HANGAR (cont.)

the amount of \$301,798.00. Project cost is in excess of approved GDOT/FFA funding and the Council recommends rejecting the bid from Drummond Construction, Inc. and re-advertising the project.

A motion was made by Councilman Palmer and seconded by Councilman Campbell to reject the bid and re-advertise the project. The motion passed by a unanimous vote.

COMPREHENSIVE PLAN STEERING COMMITTEE APPOINTEES

Mayor Owens offered the following names for consideration and appointment to the City of Camilla Comprehensive Planning Steering Committee: Kelvin Owens, Mayor; Corey Morgan, Councilman; Destiny Jones, Business Owner/Knives; Naomi Carroll, Business Owner/Robert Jester Mortuary; Keith Lodge, Administrator/Planning and Zoning Department; Don Gray, Manager/Downtown Camilla; Danny Singleton, Business Owner/Blooms on Broad; and Anthony Brown, Business Owner/Corner Pocket.

Mayor Owens asked if there were objections to the names listed. Councilwoman Willingham stated she did not have an objection but why District 2 is not represented. She commented they have one councilman listed and the rest are two, two, two. She thinks with Corey Morgan and Twitty still here are there any objections for him [Twitty] to be added and stated she was absent during the discussion. Mayor Owens commented the list created was designed to be primarily business owner heavy with more of the citizens. Based on previous history, because it is county-wide, this is a good make-up with two elected officials, local business owners, and two members of staff. The composition of the names is based on representation as to the forward motion of the city with those departments and representations and not necessarily based off a political need and thus the reason for it. Councilman Twitty commented the names were pulled from the list of people working on the Comprehensive Plan originally. Mayor Owens replied some of the names were not necessarily on the list before but using folks that were picked previously as a template to who would be on the list. The old list was the template for this particular list. Councilman Campbell commented he did not think anyone from the old list was on it. A motion was made by Councilman Twitty and seconded by Councilman Pollard to accept the list. The motion passed by a 5-1 vote with Councilwoman Willingham voting no.

2021 TSPLOST and LMIG ROAD RESURFACING PROJECT BID

Bids were received on September 16, 2021 for the Transportation Special Purpose Local Option Sales Tax (TSPLOST) and Local Maintenance Improvement Grant (LMIG) projects. TSPLOST streets include Fryer Place, West Morgan Street, Williford Drive, Henry Street, MacArthur Drive, and Campbell Drive with LMIG streets to include Dyer Street, Church Street, and Beacon Street. In addition to the street resurfacing projects, drainage and sidewalk improvements were included in the bid for Morgan and Marietta Streets. The low bidder for the project, Reeves Construction Company of Albany, Georgia submitted a bid in the amount of \$395,024 for the paving portion and \$114,825 for the sidewalk portion for a project total of \$509,849. Reeves has offered to deduct the drainage and sidewalk item and modify traffic control, erosion control, and

2021 TSPLOST and LMIG ROAD RESURFACING PROJECT BID (cont.)

grate inlet items for a total bid reduction of \$164,825 bringing their amended bid to \$345,024. This will allow paving for all streets in the bid and require postponement of drainage and sidewalk improvements until April 2022 or sooner. The City Manager recommends awarding the bid to Reeves Construction Company in the amount of \$509,849 and authorization for him to execute change orders adjusting the total contract amount to match available paving, drainage, and sidewalk funds. The Council recommends acceptance of the City Manager's recommendation.

A motion was made by Councilman Palmer and seconded by Councilman Campbell. City Manager Sykes commented Council sentiment was to try to pave all the streets that were bid and wants to give credit to the contractor who was able to go lower and reduce some of the items in the bid so we can get the work done within available funding. We are still collecting TSPLOST funds at the rate of approximately \$47,000/month and once we receive the November TSPLOST funds we will have enough to pay for what is approved tonight. When we accrue another three months we can move forward with the drainage and sidewalk project that we had to cut out. He hopes it is sooner than later and at the least expects it to be done with the April TSPLOST but it may can begin a little sooner. Councilman Morgan commented at the next work session if they could begin a new project similar to demolition of abandoned homes and start identifying more streets around the city that need paving, have action plans, cost, when completion is expected, and things of that nature. City Manager Sykes commented the way funding comes in is LMIG funds are around \$100,000 a year and TSPLOST will be a lot higher funding. We should have enough to do two paving programs a year. They [staff] are compiling a list of streets he heard interest in paving and this is a great time for Council to start paying attention and taking note of streets they think should be added. His goal is to have a compiled list by the December work session meeting and give enough time to put a bid out for the work to begin in April. Staff will have a list to consider and is just as important for elected officials to give feedback on streets they are hearing concerns and complaints. Councilman Pollard asked if this was a rotation when talking about paving the streets. City Manager Sykes stated for TSPLOST the way the funding was set up is District 1 for 40% paving, District 2 for 40% paving, District 1 for 10% sidewalks, and District 2 for 10% sidewalks. That is the way the projects are being balanced and the ones being let are balanced between District 1 and District 2. The only caveat is sidewalks are being pulled out and will not be done until the first part of next year when funds are available.

The motion to approve the Reeves Construction Company bid in the amount of \$509,849 and authorize the City Manager to execute change orders adjusting the total contract amount to match paving, drainage, and sidewalk funds passed by a unanimous vote.

RESOLUTION NO. 2021-10-11-4 – SUPPORT FOR CITY OF ALBANY, GEORGIA COMBINED SEWER OUTFALL PROJECT

The Council received a request from the City of Albany, Georgia to adopt a resolution supporting their application to seek grant funds from the Coronavirus State Fiscal Recovery

RESOLUTION NO. 2021-10-11-4 – SUPPORT FOR CITY OF ALBANY, GEORGIA COMBINED SEWER OUTFALL PROJECT (cont.)

Grant Program to benefit their Combined Sewer Outfall Project to protect the Flint River. As a source of water for Camilla's farmers and industry and a recreational resource, this project will benefit the City of Camilla by protecting the Flint River from pollution. The Council recommends approval of Resolution No. 2021-10-11-4 supporting the City of Albany's application and authorizes the Mayor to sign.

A motion was made by Councilman Palmer and seconded by Councilman Pollard to approve Resolution No. 2021-10-11-4 and authorize the Mayor to sign. City Manager Sykes commented two resolutions were received from Albany with the first one being received in February when they identified the combined sewer overflow project and were trying to eliminate sewer overflows from the Flint River. Albany council approved that resolution and charged their staff with trying to find ways to do that. The ARPA money became available and the second resolution they sent was for the council approving use of ARPA funds available for infrastructure improvements. They felt a strong package would include area communities downstream of Albany and since we are downstream felt a resolution from the City of Camilla Council would help in securing the funds. Councilman Twitty stated we are certainly impacted by what flows out of their sewer system occasionally and should do anything we can to help them. The motion passed by a unanimous vote.

CITY MANAGER'S REPORT

City Manager Sykes stated the progress for the vaccination incentive program is we started with a 38% participation rate before program roll out and are now at 55% of the take rate. Employees have until October 29th to qualify and those who have taken the first dose will wait until their second dose to bring in the paperwork. Our goal is 75% participation rate.

Projects are updated with some of the projects continuing to moving forward. The latest project added is a downtown signage plan and one of the projects identified for 2021. Our Downtown Manager reached out to the Regional Commission and they are using a consultant to help us prepare a signage plan to bring back for Council consideration. The plan will be both the scope and style of signage.

Gateway signs are designed and we are ready to bid with the design concept. He asked the architect to provide him an estimated value and the value will determine how we advertise and how long. The plan is to try to get at least three competitive bids to consider. For the sign locations we had our attorneys help us with legal documents. The sign to the north has small oaks and pines and a lot of vegetation blocking the view and will ask the owner to give us a 40-foot easement to clear the vegetation. We have verbal agreements from the two property owners for placement of the signs and are waiting on signatures. We are moving forward and once the signatures are in hand for both the quit claim deeds and easement we will go out for bids, which will be brought back to Council. The style and theme will be the same as Toombs Park and the Splash Park. We are about a month and a half out before we have a bid to consider. Councilman Campbell asked if we would solar power for lighting. City Manager Sykes stated the signs are strategically located near an electric source and we can go solar if we want.

CITY MANAGER'S REPORT (cont.)

Councilman Twitty stated for the COVID update we have positive numbers that are coming down. City Manager Sykes provided the latest information for Mitchell County COVID cases and general COVID related information.

Downtown Manager Don Gray was present to share with the Mayor and Council an opportunity for a fall carnival in Camilla, to address concerns about the 65-mile yard sale and plans for Halloween this year. Don stated they tried before with the carnival and COVID hit. The same organization they worked with before has given dates of November 4th through the 7th and we can have the carnival on City owned green space behind the Boys and Girls Club. It will be eighteen rides and two years ago fencing was something they had to consider as a cost. This time the carnival vendor will provide fencing due to COVID regulations. They are still following COVID regulations and will have a COVID clause if our numbers rise in November they will reschedule us in the Spring. Other organizations and vendors who do not compete with their carnival corn dogs, candy apples, and other products will be allowed to participate. It is an opportunity for organizations in our community to make money and private individuals can set up and sell their goods as well. They are interested in using the gymnasium for churches to have space and alerted the County Extension Office about setting up a livestock exhibit. He will need authorization to finalize the proposal. After additional discussion, a motion was made by Councilman Palmer to approve, contingent upon legal review, the fall carnival and authorization for the City Manager or Mayor to sign associated documents related to the carnival. The motion was seconded by Councilman Campbell and passed by a unanimous vote.

Don stated the Scarecrow Contest starts the 26th of October and will continue through November 7th. The city stroll is October 28th and Westwood will be performing their one-act play, The Wiz, in front of the courthouse. Ghost tours will be Friday and Saturday night downtown. A movie is being planned in the park on Saturday night for the kids. Trick-or-Treat will be Saturday in the park from 5:00 p.m. until 7:00 p.m. His department and the downtown merchants will be participating in trick-or-treating. Councilman Pollard asked if the Council would approve the day for trick-or-treating. City Manager Sykes stated the Council does not take any action on Halloween. Don commented the date he has set for his activities is October 30th. Mayor Owens stated to Councilman Pollard's point the city sanctioned Halloween is Saturday but is not for the citizens. City Manager Sykes commented folks can trick-or-trick when they want and our police department will be out the whole weekend making sure everyone is safe. From staff perspective we are promoting Halloween events and activities on Saturday, the 30th, and invite citizens of Camilla to come out and participate in the events. Don commented he will post all activities and is waiting to hear back from the movie vendor. After additional discussion, City Manager Sykes stated Council no longer takes action on setting the date for Halloween.

Don commented when they were asked to make a decision on the 65-mile yard sale we were at an all time high in Mitchell County for COVID cases and did not have it last year because of COVID. Since that time we are in good shape and vendors who want to set up on 37 are welcome to do so as long as the business or property owner gives permission. After additional discussion, City Manager stated our message is if you want to participate as a vendor you are

CITY MANAGER'S REPORT (cont.)

welcome to and will need to get permission from the property owner. The City will use their communication platforms to get the message out to the community.


MAYOR'S COMMENTS

Mayor Owens acknowledged in the city of Camilla we honor our educators – past, present and future. One of those educators is Tameka Wilcher and she is with the Mitchell County Primary School, teaching for eighteen years. She was recently a guest on a national TV program for her teaching accomplishments. He brings this up not because of the TV program or the great, positive publicity Mitchell County schools and Camilla have received, but because Mrs. Wilcher has demonstrated the power of engaging our youth in an innovative way and investing the resources both tangibly and intangibly. This is something he hopes all of them can find the time to do. Congratulations to Mrs. Wilcher and her awesome students.

ADJOURNMENT

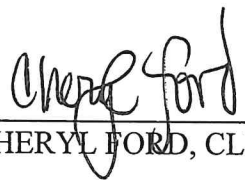
On motion by Councilman Twitty, seconded by Councilman Campbell, the meeting adjourned at 7:40 p.m.

BY:



KELVIN M. OWENS, MAYOR

ATTEST:



CHERYL FORD, CLERK

SIGN-IN SHEET

DATE: OCTOBER 11, 2021

MEETING: COUNCIL

TIME: 6:30 ☐ A.M. ☒ P.M.

NAME (please print)	STREET ADDRESS	CITY
1. Laura Beth Tucker	455 Fuller St.	Camilla
2. Nathaniel Lowman	MC M School	Camilla
3. Rhunette Williford	194 N Ellis St	Camilla
4. Dawn M. Clark	5606 Reye Pike Rd	Camilla
5. Raymond Burley	56 Thompson St	Camilla
6. Cherise Swell		Camilla
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Proclamation

Red Ribbon Week

WHEREAS, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

WHEREAS, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Mitchell County Young Marines to foster a healthy, drug-free lifestyle; and

WHEREAS, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

WHEREAS, the red ribbon has been chosen as a symbol commemorating the work of Enrique “KiKi” Camarena, a Drug Enforcement Administration Agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and


WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

WHEREAS, October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment;

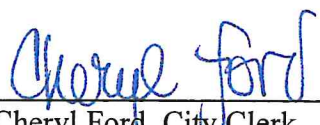
NOW, THEREFORE, BE IT RESOLVED the Mayor and Council of the City of Camilla do officially proclaim October 23 – 31, 2021 as **RED RIBBON WEEK** in Camilla, Georgia; and

BE IT FURTHER RESOLVED the Mayor and Council of the City of Camilla encourage all residents of Camilla and Mitchell County, Georgia to make a personal commitment for drug-free living.

This 11th day of October, 2021.



Kelvin M. Owens, Mayor



Cheryl Ford, City Clerk



SUPPLEMENTAL CONTRACT

Natural Gas Connection Project – Southwest Georgia

This Contract, made and entered into as of October 1, 2021 (“Effective Date”), by and between the **MUNICIPAL GAS AUTHORITY OF GEORGIA**, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia, (the “Gas Authority”), created and existing pursuant to the provisions of Ga. Laws 1987, p. 745 *et seq.*, *codified* at O.C.G.A. Section 46-4-80 through 46-4-125, as amended (the “Act”), and the undersigned political subdivision of the State of Georgia (the “Participating Member”),

WITNESSETH THAT:

WHEREAS, the Participating Member owns and operates a gas distribution system as contemplated by O.C.G.A. Section 46-4-100 and has determined to contract with the Gas Authority pursuant to the Act and Article IX, Section III, Paragraph I of the Constitution of the State of Georgia (the “Intergovernmental Contracts Clause”); and

WHEREAS, the Gas Authority and the Participating Member have entered into that certain Gas Supply Contract (the “Gas Supply Contract”), pursuant to which the Gas Authority has agreed to provide gas supplies to the Participating Member for resale to its citizens, inhabitants and customers through its gas distribution system; and

WHEREAS, the Gas Authority has also entered into contracts in substantially the form of the Gas Supply Contract (each, a “Gas Supply Contract” and collectively, the “Gas Supply Contracts”) with other municipalities and systems that own and operate gas distribution systems, including the Participating Members (hereinafter defined); and

WHEREAS, the Participating Member and other Members of the Gas Authority as defined in the Gas Supply Contracts that have entered into contracts substantially similar to this Contract (each a “Participating Member” and together the “Participating Members”), have determined there is a need for a service that assist Participating Members attract and retain retail natural gas customers (“Customers”), and recognizes that a comprehensive natural gas appliance (“Appliances”) service will help address such need by, among other things, providing opportunities for Customers to research, purchase, finance and schedule installation of Appliances through multiple methods (via website, telephone or in person); and

WHEREAS, Participating Member recognizes that natural gas service is optional from many Customers’ perspective; therefore, a successful natural gas distribution system requires investment in a robust marketing, advertising and sales service; and

WHEREAS, Participating Member has determined that it is in its best interest to join with other Participating Members to create the economies of scale necessary to support the development and implementation of the hereinafter defined "Service", which will also include marketing, advertising and sales functions as further described herein and

WHEREAS, the Gas Authority has developed and is prepared to implement such Service for Participating Members through its Natural Gas Connection (NGC) Project, directly or indirectly through contractors or subsidiaries, as described herein (the "Project"); and

WHEREAS, the Participating Members hereby agree to share all costs and revenues of the Project; and

WHEREAS, the Gas Authority and the Participating Member have agreed to enter into this Contract to provide for, among other things, the approval of the hereinafter defined Project as contemplated by the Gas Supply Contract; and

WHEREAS, the Gas Authority will also agree to act as administrative agent to the Participating Members in (a) facilitating the joint acquisition, ownership, development, operation and maintenance of assets related to the Service, (b) acting as agent to the Participating Members respecting certain contracts related thereto, (c) contracting from time to time respecting the Project, (d) billing certain Customers on behalf of the Participating Members and (e) other duties from time to time agreed upon in writing on behalf of the Participating Members related to the Service; and

WHEREAS, the Participating Members desire that the Gas Authority negotiate and enter into, as administrative agent for the Participating Members, an agreement or agreements with the Natural Gas Connection LLC, or other party or parties approved by the Gas Authority, from time to time, respecting the acquisition, construction and development of the Project on behalf of the Participating Members and the continuous operation and maintenance of the Project for the term thereof ("Operations Agreements"); and

WHEREAS, in order to enable the Gas Authority to assume the duties described hereunder and pay the costs of the Project, including, without limitation, the costs associated with carrying out such duties provided for herein, it is necessary for the Gas Authority to have binding contracts with the Participating Members in accordance with the provisions of the Act and the Gas Supply Contracts;

NOW, THEREFORE:

FOR AND IN CONSIDERATION of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

ARTICLE I

TERM AND DEFINITIONS

Section 101. Term.

(a) Initial Term. The term of this Contract will begin and this Contract will constitute a binding obligation of each party executing this Contract as of the Effective Date and will extend until September 30, 2022 (the “Initial Term”). The Gas Authority will begin providing the hereinafter defined Services on October 1, 2021 (the “Initial Service Date”).

(b) Additional Terms. On the first day of each October after the Initial Term, this Contract will be automatically extended for an additional 12-month period (such periods are referred to herein as the “Additional Terms,” and together with the Initial Term, the “Term”), unless a party exercises its right to terminate its participation in this Contract pursuant to Section 101(c); *provided, however*, that this Contract will terminate no later than 50 years after the effective date hereof in accordance with the Intergovernmental Contracts Clause (Art. IX, Sect. III, Para. I) of the Georgia Constitution.

(c) Termination Rights. (i) Any party hereto may terminate its rights and obligations under this Contract in their entirety, or respecting particular Services, upon not less than 3 months’ prior written notice (a “Termination Notice”) to the Gas Authority, which termination is effective at the end of the last day of the 12-month Additional Term next succeeding the Additional Term in which the applicable Termination Notice is received by the Gas Authority.

(ii) Notwithstanding anything herein to the contrary, from time to time, the Gas Authority may, at any time, suspend any Service, or any component, group, or sub-project thereof, that the Gas Authority Board of Directors have determined is no longer economically viable or otherwise is no longer in the best interests of the Participating Members upon not less than 60 days’ written notice to the Participating Members, which notice will indicate whether the suspension is temporary or permanent.

As a contract supplemental and subordinate to the Gas Supply Contract, to the extent the Term of this Contract exceeds the term of the Gas Supply Contract, all sections of the Gas Supply Contract related to or affecting this Contract will survive the termination of the Gas Supply Contract.

Section 102. Definitions.

(a) Those words which are defined in O.C.G.A. Section 46-4-81 will have the same meaning when used herein as defined in said Code Section.

(b) Those capitalized terms used herein which are not defined will have the meaning ascribed thereto in the Gas Supply Contract.

(c) As used herein, the term:

“Act” means Ga. Laws 1987, p. 745 *et seq.*, codified at O.C.G.A. Section 46-4-80 through 46-4-125, as amended.

“Annual Budget” has the meaning set forth in Section 201 hereof.

“Annual Project Costs” means the Project Costs (as defined in the Gas Supply Contract) applicable to a Gas Supply Year.

“Appliances” has the meaning set forth in the Recitals hereof.

“Contract” or “Contracts” refers to this Supplemental Contract, or collectively, all of the similar Contracts with the other Participating Members.

“Customers” has the meaning set forth in the Recitals hereof.

“Gas Authority” means the Municipal Gas Authority of Georgia, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia, created and existing pursuant to the provisions of the Act.

“Gas Supply Contract” or “Gas Supply Contracts” has the meaning set forth in the Recitals hereof.

“Gas Supply Year” means the annual period as established by the Gas Authority from time to time, initially commencing each January 1.

“Intergovernmental Contracts Clause” has the meaning set forth in the Recitals hereof.

“Net Revenues” means all revenues arising from the Project, including, without limitation, from the ownership and operation of the Project and properties in connection therewith as it now exists and as it may hereafter be added to, extended or improved and payments to the Gas Authority pursuant to an Operations Agreement, after the payment in each month of all Project Costs.

“Participating Member” or “Participating Members” means the political subdivision or system that is a party to this Contract, or collectively, all such entities entering into substantially similar contracts.

“Project” means the Gas Authority’s rights and obligations under the Contracts to establish, operate, and maintain Natural Gas Connection LLC in accordance with Section 201 of this Agreement, and any other contract related to the Project to which it is a party, the assets of the Project, including, without limitations, Natural Gas Connection LLC, plant, works, system, facility, and real and personal property of any nature whatsoever, including, without limitation, interest in and rights respecting other entities convenient to the development, operation or maintenance of the Project or related services, together with all parts thereof and appurtenances thereto, including without limitation Appliances, and any contract rights relating to the distribution, purchase, sale or installation of Appliances. “Project” as used in this paragraph, is intended to include contracts and contract rights as well as tangible property, and including further any (i) major renewals, replacements, repairs, additions, betterments and

improvements necessary to keep such Project in good operating condition; (ii) any major additions, improvements, repairs and modifications thereto; (iii) any disposal of a Project required by any governmental agency having jurisdiction over the Project; (iv) costs of engineering, architectural, legal and financial services, costs of plans and specifications and all expenses necessary or incidental to determining the feasibility or practicability of the Project and to obtain all licenses, permits and approvals necessary in connection with the furtherance thereof, and related expenses; (v) all costs of operating, servicing, and maintaining the Project, including insurance premiums, administrative and overhead costs, and any other charges payable by the Gas Authority reasonably allocable by the Gas Authority to the operation, servicing and maintenance of the Project; and (vi) reasonable working capital determined to be necessary by the Gas Authority to place the Project in operation and to operate the Project during the life of the Project. Notwithstanding anything else herein to the contrary, the Gas Authority may designate groups of one or more Participating Members with independent sub-projects and budgets.

“Services” has the meaning set forth in Section 201(a)(i) hereof.

“Term” has the meaning set forth in Section 101 hereof.

ARTICLE II

CERTAIN OBLIGATIONS OF THE GAS AUTHORITY AND THE PARTICIPATING MEMBER

Section 201. Obligations

(a) Certain Gas Authority Obligations. The following will be obligations of the Gas Authority hereunder:

(i) Provide the Services as described herein, as supplemented and modified from time to time by policies and procedures approved by the Gas Authority Board of Directors, including, without limitation:

- Hire or contract with and train NGC Project employees and contractors;
- Design, develop and implement an online platform for operating the NGC Project, including online sales capability to include scheduling of appliance installation, applying for financing, and acceptance of payment;
- Design and implement marketing, advertising and sales campaigns, and administration of any customer care programs including rebate programs, financing programs or home warranty programs;
- Design, construct and equip appliance showrooms and merchandising centers;
- Provide customer service call center, including after-hours capability;
- Research and determine product offerings, including pricing policies and procedures;

- Identify, establish and maintain appropriate relationships with appliance manufacturers and distributors;
- Manage purchasing and inventory of appliances, equipment and parts;
- Assist Participating Member in building electronic interface to its Customer information system for use only by the Gas Authority, and third parties only to the extent related to the Project;
- Provide basic sales training to Participating Member employees who routinely interact with Customers;
- Identify, research and contract with, or hire, equipment installers and/or service companies in accordance with Gas Authority policies and procedures;
- Manage Project and track financial performance:

(ii) Establish one or more Annual Budgets in accordance with Section 202 of the Gas Supply Contract respecting Annual Project Costs, such costs to be allocated by Gas Authority policy among all Participating Members, certain regional groups or Participating Members and individual Participating Members as determined appropriate by the Gas Authority;

(iii) Serve as agent to each Participating Member in inspecting and auditing the work of contractors and the other Participating Members, as appropriate; and, upon request, to verify costs incurred by each to verify and calculate any reimbursement obligations or credits due to such Participating Member incurring such costs; and

(iv) Serve as facilitator among the Participating Members respecting the Project.

For the avoidance of doubt, the Gas Authority may contract with any person or entity to perform all or any portion of its obligations hereunder; *provided* that any cost or expense incurred by the Gas Authority under any such contract will be an Annual Project Cost.

(b) Certain Participating Member Obligations. The following will be obligations of each Participating Member hereunder:

(i) Participate in Gas Authority's Main Street On-Bill Financing Program, and adhere to the Program's policies and procedures;

(ii) Provide electronic access to non-sensitive Customer utility service information, including, without limitation, names, addresses, account numbers, phone numbers, eligibility for certain programs and email addresses;

- (iii) Provide monthly gas system sales information by customer classification (e.g. residential, small commercial, agricultural, firm industrial, interruptible, etc.), including but not limited to number of customers, sales revenues, and sales volumes;
- (iv) Provide addresses associated with every natural gas service line connected to the gas system, whether active or inactive;
- (v) Allow installation of *Go Anywhere Agent* or similar software product to keep Customer data synchronized and current, or with the consent of NGC, provide updated Customer data files at least monthly;
- (vi) Provide space for Appliance showroom or NGC marketing materials merchandising center on request;
- (vii) Provide space for a tablet/kiosk where Customers can interact with the NGC website;
- (viii) In showrooms, provide space for an NGC employee to have a desk and set up his/her own computer, and provide Internet access, to be able to transact business with Customers;
- (ix) Maintain ability to accept cash payments;
- (x) Provide secure space for storage, including video surveillance of limited inventory, and make personnel available for check-in and check-out of inventory, including assisting Customer with loading Appliances into his vehicle;
- (xi) Provide after-hours access to Appliance storage for emergency situations and contractor Appliance pickup;
- (xii) Identify and make available employees with Customer interaction for basic sales training; provided that there is no expectation that Participating Member employees will be required to close sales;
- (xiii) Collect leads and otherwise connect interested Customers with NGC personnel;
- (xiv) Work with NGC personnel to establish and fund an effective rebate program;
- (xv) Work in good faith with NGC personnel and its Contractors to ensure customer retention and growth; and

(xvi) Comply with Gas Authority policies and procedures for the Project and Services as established from time to time.

Section 202. Reports.

The Gas Authority will keep accurate records and accounts relating to administration of the Project. Said accounts will be included in the Gas Authority's financial statements. The Gas Authority will prepare and issue to each Participating Member, for each Gas Supply Year, reports disclosing the financial status of the Project.

Section 203. Rate Covenant

Each Participating Member will establish, maintain and collect rates and charges for the gas service of its gas system so as to provide revenues sufficient, together with available gas system reserves, to enable the Participating Member to pay to the Gas Authority all amounts payable under the Gas Supply Contract and any Supplemental Contract, including this Contract, and to pay all other amounts payable from and all lawful charges against or liens on the revenues of the Participating Member's gas system.

ARTICLE III

[RESERVED]

ARTICLE IV

ANNUAL BUDGETS & RATES

Section 401. Annual Budgets & Rates.

Prior to the beginning of each year, in concert with preparing the Gas Authority's General & Administrative ("G&A") Budgets, the Gas Authority will prepare an Annual Budget & Rate Schedule for NGC ("NGC Budget"), which NGC Budget for the initial year is attached hereto as Exhibit A. Review and approval of the NGC Budget will follow the same process and schedule as the Gas Authority's G&A Budgets. In addition, the Gas Authority will work with the Participating Member to establish and fund a rebate program in accordance with Exhibit B, attached hereto.

Section 402. Payment Obligations.

The Gas Authority will report to the Participating Member annually, the amount of Net Revenues and current status of, and expectations respecting the NGC Budget.

The Participating Member hereby agrees to pay its appropriate Project Costs in accordance with Exhibit A as well as any individual costs allocable only to the Participating

Member. The obligation of the Participating Member to pay promptly its obligation under this Section 402 will be absolute and unconditional and will not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Gas Authority of any obligation to any Participating Member or the breach by any Participating Member of any obligation to the Gas Authority or to any other Participating Member, whether hereunder, under the Gas Supply Contract or otherwise or any overpayment or underpayment by reason of a miscalculation of the amount owed by any Participating Member to the Gas Authority or otherwise. Until such time as this Contract is terminated in accordance with its terms, the Participating Member will not suspend or discontinue any payments provided for herein for any cause, including, without limiting the generality of the foregoing, failure of the Gas Authority to complete any Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to any Project or any of the Gas Authority's facilities, the taking by eminent domain of title to or temporary use of all or any portion of any Project or of any of the Gas Authority's facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of Georgia or of any political subdivision of either thereof or any failure of any party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Contract, the Gas Supply Contract or otherwise.

Section 403. Sources of Participating Member's Payments.

The obligations of the Participating Member to make the payments to the Gas Authority under this Contract will constitute general obligations of the Participating Member for the payment of which the full faith and credit of the Participating Member will be and the same hereby is pledged to provide the funds required to fulfill all obligations arising under this Contract. Unless such payments or provision for such payments will have been made from the revenues of the gas supply system of the Participating Member or from other funds thereof, the Participating Member will annually in each and every fiscal year during the term of this Contract include in its general revenue or appropriation measure, whether or not any other items are included, sums sufficient to satisfy the payments required to be made in each year by this Contract until all payments required under this Contract have been paid in full. In the event for any reason any such provision or appropriation is not made for a fiscal year of a Participating Member, then the chief fiscal officer of the Participating Member will, in accordance with the provisions of the Act in effect as of the date of this agreement, set up as an appropriation on the accounts of the Participating Member in each fiscal year the amounts required to pay the obligations called for under this Contract. The amount of the appropriation in such fiscal year to meet the obligations of this Contract will be due and payable and will be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this Contract, and such appropriation will have the same legal status as if the Participating Member had included the amount of the appropriation in its general revenue or appropriation measure.

Section 404. Levy of Tax for Payment.

The Participating Member will provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually, to the extent necessary due to deficiencies

in its gas supply revenues, to make all payments due under the provisions of this Contract in each year over the remainder of the term of this Contract and the Gas Authority will have the right to bring any suit, action or proceeding in law or in equity, including mandamus and action for specific performance, to enforce the assessment and collection of a continuing direct annual tax upon all the taxable property within the boundaries of such Participating Member sufficient in amount to provide such funds annually in each year of the remainder of the term of this Contract.

ARTICLE V

DEFAULT

Section 501. Event of Default.

Failure of the Participating Member to make to the Gas Authority any of the payments for which provision is made in this Contract or the Gas Supply Contract as and when the same are due and payable will constitute a default on the part of the Participating Member.

Section 502. Continuing Obligation, Right to Discontinue Service.

In the event of any such default, the Participating Member will not be relieved of its liability for payment of the amounts in default, and the Gas Authority will have the right to recover from the Participating Member any amount in default. In enforcement of any such right of recovery, the Gas Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Contract against the Participating Member. In addition to and cumulative with any other enforcement rights hereunder, the Gas Authority may terminate this Contract; *provided* that the Participating Member will have the right to cure any such default at any time prior to such termination taking effect.

Section 503. Other Default by Participating Member.

In the event of a failure of the Participating Member to establish, maintain, or collect rates or charges adequate to provide revenue sufficient to enable the Participating Member to pay all amounts due to the Gas Authority under this Contract and the Gas Supply Contract, or in the event of any material default by the Participating Member under any other covenant, agreement or obligation of this Contract or the Gas Supply Contract that remains uncured after 30 days, the Gas Authority may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or

appropriate to enforce any covenant, agreement or obligation of this Contract or the Gas Supply Contract against the Participating Member.

Section 504. Default by Gas Authority.

In the event of any material default by the Gas Authority under any covenant, agreement or obligation of this Contract that remains uncured after 30 days, the Participating Member may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this Contract against the Gas Authority.

Section 505. Abandonment of Remedy.

In case any proceeding taken on account of any default will have been discontinued or abandoned for any reason, the parties to such proceedings will be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Gas Authority and the Participating Member will continue as though no such proceedings had been taken.

ARTICLE VI

MISCELLANEOUS GENERAL PROVISIONS

Section 601. Character and Continuity of Service.

The Gas Authority will not be required to provide, or be liable for failure to provide, service under this Contract when such failure or the cessation or curtailment of or interference with the service is caused by force majeure or the default or failure to perform of any third party. No failure on the part of the Gas Authority will be grounds for the termination or suspension of the payments due from the Participating Member hereunder, unless a material curtailment or cessation continues beyond 30 days.

Section 602. Other Terms and Conditions.

Service hereunder will be in accordance with such other terms and conditions as are established as part of the Gas Authority's service rules and regulations, which will not be inconsistent with the provisions of this Contract.

The terms of the Gas Supply Contract, other than those related solely to the provision of gas supplies, are incorporated herein as if fully set forth, including without limitation, Sections 202, 207, 208, 209, 210, 701, 703, 705, and Articles V, VI and VIII.

Section 603. Amendment of Contract.

This Contract may be amended by instrument in writing executed with the same formality as this Contract; *provided, however*, if any such amendment is to be made to less than all of the Contracts of the Participating Members pertaining to the Project, at least thirty (30) days advance notice will be given by the Gas Authority to all Participating Members

transmitting a copy of such amendment. Notwithstanding anything else herein to the contrary, the Gas Authority may designate groups of one or more Participating Members with independent sub-projects and budgets. To the extent an amendment affects less than all Participating Members, e.g., an individual group, sub-project or sub-project budget, then only affected Participating Members need be notified in accordance with this provision.

Section 604. No Assignment or Transfer.

Except as provided in Section 705 of the Gas Supply Contract, neither party to this Contract will be entitled or empowered to assign or transfer this Contract or any interest therein, unless such assignment is required by act of the General Assembly. Any attempted assignment in violation of this Section will be null, void, and without legal effect. Notwithstanding anything herein to the contrary, the Gas Authority will not issue any bonds or other debt obligations on behalf without the consent of the Participating Members.

ARTICLE VII

SEVERABILITY

In case any one or more of the provisions of this Contract will for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity will not affect any other provision hereof, but this Contract will be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract will be construed to adopt, but not to enlarge upon, all the applicable provisions of said Act, and all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions hereof conflict with any applicable provision of said Constitution or laws, the former as proposed by the General Assembly, ratified by the people and interpreted by the courts of this state, and the latter as adopted by the General Assembly and as interpreted by the courts of this state will prevail in lieu of any provision hereof in conflict or not in harmony therewith.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the Municipal Gas Authority of Georgia has caused this Contract to be executed in its corporate name by its duly authorized officers and has caused its corporate seal to be hereunto impressed and attested; the Participating Member has caused this Contract to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the Participating Member is hereby acknowledged, all as of the day and year first above written.

**MUNICIPAL GAS AUTHORITY OF
GEORGIA**

Approved As To Form:

By: _____
President and Chief Executive Officer

General Counsel

Attest: _____
Asst. Secretary-Treasurer

(SEAL)

APPROVED AS TO FORM:

BY: _____
MAYOR

ATTEST: _____
CLERK

ATTORNEY



MUNICIPAL GAS AUTHORITY OF GEORGIA
NGC ANNUAL BUDGET & RATE SCHEDULE FOR 2021

14

Exhibit B

MUNICIPAL GAS AUTHORITY OF GEORGIA
CITY OF [insert name] NGC REBATE PROGRAM
Program Year 2021¹

Annual Rebate Program Amount \$ _____

Monthly Billing Amount \$ _____

The Gas Authority will add the Monthly Billing Amount to the Participating Member's Gas Supply Invoice each month. The funds will be collected and used exclusively to fund the Participating Member's Rebate Program. The Participating Member may amend the Program Amount at any point throughout the year to ensure an adequate level of funding to support its specific Rebate Program.



THIS CONTRACT ("Contract") is made this 15th day of September, 20 21
by and between **Southern Sky Fireworks, LLC** ("Southern Sky") and The City of Camilla ("Sponsor"), with
its principal place of business located in Camilla, state of Georgia.

WHEREAS, Southern Sky is desirous of providing Sponsor with a fireworks exhibition and display for Sponsor's benefit under such terms and conditions as provided herein, and thereby, the parties agree as follows:

1. Fireworks Display

Southern Sky shall sell, furnish and deliver to Sponsor certain fireworks which Southern Sky agrees to exhibit and display on (Date): July 4, 2022

Rain Date: July 9, 2022

AND

☐ (box must be checked if additional terms are included) In accordance with the program set forth and agreed upon at the time of the signing of this Contract, the specifics of which are set forth in the "Fireworks Exhibition and Display Addendum" attached hereto and incorporated herein by reference thereto (the "Fireworks Display").

2. Payment Schedule

For and in consideration of the Fireworks display, Sponsor agrees to pay Southern Sky the contract price of \$12,100 (includes Permit Fee) (the "Contract Price") paid as follows: a. 50 % of the Contract Price due upon the signing of the Contract b. the balance of the Contract Price due within ten (10) days of completion of Fireworks Display. Payments are to be remitted to Southern Sky Fireworks, LLC 6181 Denham Road Sycamore, Ga. 31790

3. Display Responsibilities

Southern Sky and Sponsor will collaborate in the performance of all tasks relating to the Fireworks Display. These tasks include, but are not limited to, (i) procuring and furnishing a place suitable for the Fireworks Display (the "Display Site"), (ii) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals") Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this exhibition including any fees or expenses incurred after the signing and execution of contract for said show, (iii) providing adequate private and/or public security, police and fire protection, (iv) securing an acceptable location with private and/or public security personnel to park the Southern Sky fireworks truck(s) overnight (or for such longer or shorter period as Southern Sky may reasonably require in order to effectively provide the Fireworks Display), (v) securing adequate protection to preclude all individuals, other than those authorized by Southern Sky, from entering the security area designated by Southern Sky, (vi) removing and keeping unauthorized persons, as well as, personal or real property of any kind, including, without limitation, motor vehicles, outside of the area designated by Southern Sky as the Display Site, fallout area or safe zone. Southern Sky and Sponsor shall fulfill their responsibilities as set forth herein in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection

5. Indemnification and Limitation of Liability

Sponsor shall indemnify, defend and hold Southern Sky and its shareholders, directors, officers, employees, agents, representatives and insurers harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including without limitation, real or personal) or bodily or personal injuries (including without limitation, death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities as set forth herein.

To the fullest extent permitted by laws, statutes, rules and regulations, The Contractor agrees to, protect, defend, indemnify, and hold harmless the City of Camilla and its council members, officers, employees, legal representatives and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges and all other expenses and liabilities of every nature and kind including but not limited to attorney fees, and other legal cost, in connection with or in any way arising directly or indirectly out of or resulting from the work agreed to, or the work performed, by Contractor under the terms of any contract or agreement that may arise due to any bidding process or otherwise. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or any decree of any court shall be included in the indemnity hereunder.

This indemnity and hold harmless covenant is effective, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder; however, this indemnification and hold harmless covenant shall not apply loss, fine or expense was the negligent act or omission on the part of the City of Camilla, Georgia, or any other indemnitee referenced above. Contractor's obligations under this indemnification and hold harmless covenant also apply with respect to the enforcement of any of said indemnities and hold harmless covenants referenced above, including without limitation any attorney's fees and legal cost related thereto. The provisions of this paragraph are cumulative and in no wise shall diminish the obligations resting upon Contractor under any other provision of the Contract or by operation of law.

In claims against any person or entity indemnified above, which claims are made by an employee of the Contractor, a sub-Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations and hold harmless obligations stated above and agreed upon shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a sub-Contractor under worker's compensation acts, disability benefit act or other employee benefit acts.

The City of Camilla requires that they be listed on each of the insurance policies as an "additional insured". This inclusion must appear on the certificates that are provided to the Owner.

Association (NFPA).

4. Crediting

Sponsor agrees to credit Southern Sky as "Fireworks by Southern Sky" in all advertising/marketing materials that are within the Sponsors authority.

6. Postponement

In the event that weather is such that Southern Sky, in its sole and absolute discretion, determines that the Fireworks Display would be impossible or would unnecessarily increase the risk of damage or danger to person and/or property, the parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date. If the parties agree to a new scheduled date, then Sponsor shall pay twenty-five percent (25%) of the contract price for expenses Southern Sky has incurred. In the event a mutually satisfactory postponement date for the Fireworks Display cannot be determined, this Contract shall become null and void and neither party shall have any further obligation or responsibility hereunder, provided however, that in such event Sponsor shall pay to Southern Sky a sum equal to fifty percent (50%) of the Contract Price as liquidated damages. All postponed shows must be rescheduled and completed within six (6) months from the date in which they were originally scheduled.

7. Cancellation

If (i) Sponsor cancels this Contract for any reason, or (ii) Southern Sky is unable to timely complete all tasks relating to Fireworks Display in accordance with this Contract with the assistance of Sponsor and cancels this Contract despite both parties best efforts, liquidated damages for such cancellation shall be paid by Sponsor to Southern Sky as follows: a. In the event the Fireworks Display is cancelled more than thirty (30) days before the date scheduled for the Fireworks Display, twenty-five percent (25%) of the amount of the Contract Price; b. In the event that the Fireworks Display is cancelled less than 30 days before the date or on the date of scheduled for the Fireworks Display, fifty percent (50%) of the amount of the Contract Price. If the Fireworks Display is cancelled by sponsor after set up, one hundred percent (100%) of Contract Price.

In the event that Sponsor chooses to terminate this Contract, it shall do so by written notice via certified mail addressed to Southern Sky Fireworks, LLC, 6181 Denham Rd, Sycamore, GA 31790. Notice shall be effective upon receipt of said written notice by Southern Sky. Except as provided in Section 6 above with respect to weather postponement, in the event of circumstances beyond the control of either party, such as fire, strikes, delay or similar causes which prevent the delivery of materials or performances as set forth herein, the parties hereto release one another from any and all obligations and responsibilities contained herein, provided however, sponsor shall pay Southern Sky 50% of contract price as liquidated damages.

8. Scripted Show and Music Soundtracks

Sponsor agrees to complete and return signed contract to Southern Sky, a minimum of 40 days in advance of show date, for displays designated as "scripted" exhibitions. Furthermore, sponsor agrees to either provide music soundtrack or approve soundtrack created by Southern Sky, a minimum of 30 days in advance of show date. If sponsor fails to complete either option, then Southern Sky in its sole direction, reserves the right to complete soundtrack without prior approval from sponsor. Scripting process will be completed based on the soundtrack completed by Southern Sky.

9. Venue

In any action on or relating to this Contract, the parties hereto consent to the exclusive jurisdiction and venue of the Superior Court of Turner County, Georgia

10. Legal Construction

If any provision of this Contract is held to be illegal, invalid or otherwise enforceable, then:

(a) the same shall not affect other terms or provisions of this Contract; and (b) such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth herein. Southern Sky reserves the right to substitute products of equal or greater value.

11. Entire Agreement

This Contract and the Fireworks Exhibition and Display Program constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned executed this Contract by and through their authorized representatives whose names appear below.

SOUTHERN SKY FIREWORKS, LLC

BY: Jeff Brown

TITLE: President

SPONSOR

BY: _____

TITLE: _____

Opening:

30 3 inch shells

24 4 inch shells

5 5 inch shells

Body:

330 3 inch shells

192 4 inch shells

77 5 inch shells

Finale:

6 finale chains of 4 inch color shells (36)

6 finale chains of 4 inch Nishiki Kamuro shells (36)

6 finale chains of titanium salutes (36)

6 finale chains 5 inch Nishiki Kamuro shells (18)

Total Shell Count: 844

CITY OF CAMILLA, GEORGIA
RESOLUTION NO. 2021-10-11-1

A RESOLUTION by the Mayor and Council Members of the City of Camilla, Georgia, to authorize submission of a FY 2022 Community Development Block Grant (CDBG) application to the Georgia Department of Community Affairs (DCA) for funding under Title I of the Housing and Community Development Act of 1974, as amended.

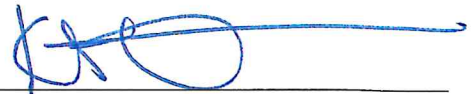
WHEREAS, the Mayor and Council Members of the City of Camilla, Georgia, find that the program is necessary and desirable in order to improve the living conditions of low and moderate income persons living in the City of Camilla, Georgia; and

WHEREAS, the Mayor and Council Members of the City of Camilla, Georgia, desire that a FY 2022 CDBG application be submitted to the Georgia DCA for funding under Title I of the Housing and Community Development Act of 1974, as amended;

NOW, THEREFORE, be it resolved by the Mayor and Council Members of the City of Camilla, Georgia, that:

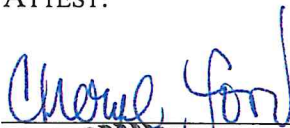
The Mayor of the City of Camilla, or his/her successor, is hereby authorized to submit to the Georgia Department of Community Affairs a FY 2022 Community Development Block Grant application and such supporting and collateral material as shall be necessary.

READ, APPROVED AND ADOPTED by the Mayor and Council Members of the City of Camilla, Georgia on a motion made by COUNCILMAN PALMER, seconded by COUNCILWOMAN WILLINGHAM, and adopted on this 11th day of October, 2021.



Kelvin M. Owens, Mayor
City of Camilla, Georgia

ATTEST:



Cheryl Ford, Clerk
City of Camilla, Georgia



City of Camilla, Georgia
FAIR HOUSING RESOLUTION NO.: 2021-10-11-2

LET IT BE KNOWN TO ALL PERSONS OF the CITY OF CAMILLA that discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

It is the policy of the **CITY OF CAMILLA** to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children. Therefore, the **CITY** does hereby pass the following Resolution.

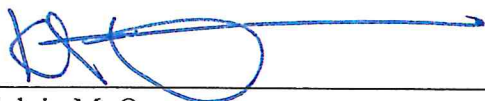
BE IT RESOLVED that within available resources the **CITY** will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, disability or familial status to seek equity under Federal and State laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the **CITY** shall publicize this Resolution and through this publicity shall encourage owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

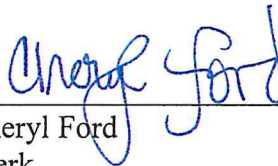
SAID **CITY** will, at a minimum: 1. Adopt and publicize the Fair Housing Resolution; 2. Post Fair Housing Posters in prominent public areas; 3. Provide Fair Housing Brochures and Fair Housing information to the public; 4. Declare April as Fair Housing Month by Proclamation or Resolution; and 5. Conduct at least one (1) Fair Housing activity and document said activity.

EFFECTIVE DATE

This Resolution shall take effect October 11, 2021.



Kelvin M. Owens
Mayor



Cheryl Ford
Clerk





130 Veterinary Way, Unit 2 Leesburg GA 31763

September 17, 2021

Mr. Steve Sykes
City of Camilla
30 East Broad Street
Camilla, GA 31730

SUBJECT: Water Main Replacement To Serve Newton Road, Bay Street, &
Oakland Avenue
City of Camilla, GA
Mitchell County, Georgia
Still Waters Engineering Project No.: C0113.014 (Purple)

Mr. Sykes,

Bids were received and opened for the above subject project on **September 16, 2021**. A total of five (5) bids were received and read aloud. **RPI Underground, Inc.**, with a **Base Bid of \$713,720.90** was determined to be the low bidder. Still Waters Engineering has worked with RPI Underground, Inc., on past projects, and in our opinion, they are qualified to perform the work detailed in this project.

Therefore, we recommend that you proceed with the execution of the attached notice of award. I also have also enclosed three (3) copies of the Bid Tabulation for your use and review. It contains all bids concerned.

I have enclosed four (4) copies of the Notice of Award for your signature. Please sign the Notice of Award where indicated, leave **undated** and return all four (4) copies to our office. Other contract documents will be forthcoming in the weeks to proceed. Once contract documents have been executed, we will schedule a preconstruction meeting and set a notice to proceed on the above referenced project.

Should you have any questions or concerns please do not hesitate to contact me at cgriffin@stillwaterseng.com or feel free to call me at 229-496-5700.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Griffin". The signature is stylized with a large initial "C" and a long horizontal stroke at the end.

Still Waters Engineering, LLC.

Chad Griffin



130 Veterinary Way, Unit 2 Leesburg GA 31763

Project Engineer

Cc: Kenny Thatcher- RPI Underground, Inc. w/Bid Tabulation

Enclosure: 3-Bid Tabulation
4-Notice of Award

NOTICE OF AWARD

Date of
Issuance:

Owner:	City of Camilla, GA	Owner's Contract No.:	N/A
Engineer:	Still Waters Engineering	Engineer's Project No.:	C0113.014
Project:	Water System Improvements to Serve Newton Road, Bay Street & Oakland Avenue	Contract Name:	N/A
Bidder:	RPI Underground, Inc.		
Bidder's Address:	119 Blanchard Street Valdosta, GA 31601		

TO BIDDER:

You are notified that Owner has accepted your Bid dated September 16, 2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Water System Improvements to Serve Newton Road, Bay Street & Oakland Avenue.

The Contract Price of the awarded Contract is: Seven Hundred Thirteen Thousand Seven Hundred Twenty and 90/100 Dollars. (\$713,720.90).

[4] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [4] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Camilla, GA
Authorized Signature

By: _____

Title: City Manager

Copy: Engineer

EJCDC® C-510, Notice of Award.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

BID TABULATION FOR ALL BIDS
RECEIVED AT CAMILLA CITY HALL
ON THURSDAY, SEPTEMBER 16, 2021 AT 10:00AM

PROJECT: WATER MAIN REPLACEMENT TO SERVE NEWTON ROAD, BAY STREET, & OAKLAND AVENUE
STILL WATERS PROJECT NO.: C0113.014



1. Water System Improvements for Newton Road				RPI Underground, Inc. 119 Blanchard Street Valdosta, GA 31601		Doyle Hancock & Sons Const., Inc. 4182 GA HWY 33 S Doerun, GA 31744		Pepco, Inc. P.O. Box 526 Sylvester, GA 31791		Green's Backhoe Inc. P.O. Box 2624 Thomasville, GA 31799		RDJE, Inc. 679 HWY 29 South, Ste. A Newnan, GA 30263	
Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	8" PVC Water Main	5470	LF	\$ 35.75	\$195,552.50	\$ 33.94	\$185,651.80	\$ 39.00	\$213,330.00	\$ 39.50	\$216,065.00	\$ 105.00	\$574,350.00
2	8" DI Restrained Joint Water Main	21	LF	\$ 54.70	\$1,148.70	\$ 74.70	\$1,568.70	\$ 80.00	\$1,680.00	\$ 69.00	\$1,449.00	\$ 133.00	\$2,793.00
3	6" PVC Water Main	73	LF	\$ 23.00	\$1,679.00	\$ 23.10	\$1,686.30	\$ 29.00	\$2,117.00	\$ 31.00	\$2,263.00	\$ 73.00	\$5,329.00
4	8" Gate Valve w/Box	11	EA	\$ 2,171.00	\$23,881.00	\$ 1,781.00	\$19,371.00	\$ 2,124.00	\$23,364.00	\$ 2,115.00	\$23,265.00	\$ 2,100.00	\$23,100.00
5	6" Gate Valve w/Box	13	EA	\$ 1,592.00	\$20,696.00	\$ 1,278.70	\$16,623.10	\$ 1,539.00	\$20,007.00	\$ 1,520.00	\$19,760.00	\$ 1,600.00	\$20,800.00
6	3 Way Fire Hydrant	11	EA	\$ 3,708.00	\$40,788.00	\$ 3,115.00	\$34,265.00	\$ 3,177.00	\$34,947.00	\$ 3,635.00	\$39,985.00	\$ 5,300.00	\$58,300.00
7	6" DI Fire Hydrant Lead	38	LF	\$ 41.00	\$1,558.00	\$ 35.95	\$1,366.10	\$ 52.65	\$2,000.70	\$ 46.00	\$1,748.00	\$ 63.00	\$2,394.00
8	Existing Hydrant to be Removed & Plugged	6	EA	\$ 850.00	\$5,100.00	\$ 786.50	\$4,719.00	\$ 1,287.00	\$7,722.00	\$ 1,100.00	\$6,600.00	\$ 890.00	\$5,340.00
9	16" Jack & Bore Steel Casing	77	LF	\$ 225.00	\$17,325.00	\$ 220.40	\$16,970.80	\$ 274.00	\$21,098.00	\$ 398.00	\$30,646.00	\$ 660.00	\$50,820.00
10	16" Open Trench Steel Casing	77	LF	\$ 140.00	\$10,780.00	\$ 135.10	\$10,402.70	\$ 157.00	\$12,089.00	\$ 126.00	\$9,702.00	\$ 130.00	\$10,010.00
11	Water Main to be Abandoned & Filled with Flowable Fill (STA 6+11 to STA 54+25)	1	LS	\$ 12,250.00	\$12,250.00	\$ 19,059.00	\$19,059.00	\$ 7,605.00	\$7,605.00	\$ 75,000.00	\$75,000.00	\$ 20,000.00	\$20,000.00
12	Connect 8" Proposed Water Main to 12" Existing Water Main (labor only)	1	EA	\$ 450.00	\$450.00	\$ 1,950.00	\$1,950.00	\$ 8,892.00	\$8,892.00	\$ 2,950.00	\$2,950.00	\$ 3,600.00	\$3,600.00
13	Connect 8" Proposed Water Main to 6" Existing Water Main (labor only)	5	EA	\$ 450.00	\$2,250.00	\$ 1,300.00	\$6,500.00	\$ 5,616.00	\$28,080.00	\$ 2,775.00	\$13,875.00	\$ 3,600.00	\$18,000.00
14	Connect 6" Proposed Water Main to 6" Existing Water Main (labor only)	1	EA	\$ 450.00	\$450.00	\$ 1,040.00	\$1,040.00	\$ 4,387.50	\$4,387.50	\$ 2,600.00	\$2,600.00	\$ 3,600.00	\$3,600.00
15	12"x8" Tapping Sleeve w/ 8" Gate Valve with Box	1	EA	\$ 5,464.00	\$5,464.00	\$ 6,614.00	\$6,614.00	\$ 9,047.80	\$9,047.80	\$ 5,985.00	\$5,985.00	\$ 7,200.00	\$7,200.00
16	6"x6" Tapping Sleeve w/6" Gate Valve with Box	6	EA	\$ 3,897.00	\$23,382.00	\$ 4,547.40	\$27,284.40	\$ 4,959.00	\$29,754.00	\$ 4,300.00	\$28,800.00	\$ 3,900.00	\$23,400.00
17	DI Fitting (compact weight)	2045	LBS	\$ 12.50	\$25,562.50	\$ 9.04	\$18,486.80	\$ 7.52	\$15,378.40	\$ 13.95	\$28,527.75	\$ 7.00	\$14,315.00
18	Existing Water Main to be Plugged (3/4" -6")	8	EA	\$ 850.00	\$6,800.00	\$ 1,979.60	\$15,836.80	\$ 292.50	\$2,340.00	\$ 1,950.00	\$15,600.00	\$ 760.00	\$6,080.00
19	8" Horizontal Directional Drill (STA 43+80 to STA 45+00) Sheet 9	1	LS	\$ 8,730.00	\$8,730.00	\$ 9,742.00	\$9,742.00	\$ 11,232.00	\$11,232.00	\$ 8,160.00	\$8,160.00	\$ 24,100.00	\$24,100.00
20	Transfer Existing Water Service (long side)	3	EA	\$ 2,180.00	\$6,540.00	\$ 1,781.00	\$5,343.00	\$ 1,133.00	\$3,399.00	\$ 1,865.00	\$5,595.00	\$ 1,800.00	\$5,400.00
21	Transfer Existing Water Service (short side)	2	EA	\$ 650.00	\$1,300.00	\$ 773.70	\$1,547.40	\$ 993.00	\$1,986.00	\$ 1,865.00	\$3,730.00	\$ 600.00	\$1,200.00
22	Curb & Cutter to be Removed & Replaced	5	LF	\$ 45.00	\$225.00	\$ 44.00	\$220.00	\$ 40.95	\$204.75	\$ 75.00	\$375.00	\$ 130.00	\$650.00
23	Concrete Driveway to be Removed & Replaced	73	SY	\$ 85.50	\$6,241.50	\$ 72.00	\$5,256.00	\$ 99.45	\$7,259.85	\$ 90.00	\$6,570.00	\$ 76.00	\$5,548.00
24	Gravel Driveway to be Removed & Replaced	58	SY	\$ 42.00	\$2,436.00	\$ 17.55	\$1,017.90	\$ 52.65	\$3,053.70	\$ 80.00	\$4,640.00	\$ 35.00	\$2,030.00
25	Class "A" Pavement Replacement	871	SY	\$ 85.00	\$74,035.00	\$ 100.50	\$87,535.50	\$ 102.96	\$89,678.16	\$ 95.00	\$82,745.00	\$ 78.00	\$50,820.00
1. Water System Sub-Total for Newton Road				\$494,624.20	\$494,624.20	\$ 500,057.30	\$500,057.30	\$ 560,652.86	\$560,652.86	\$633,635.75	\$633,635.75	\$956,297.00	\$956,297.00
2. Water System Improvements for Bay Street													
1	6" PVC Water Main	1,543	LF	\$ 23.00	\$35,489.00	\$ 23.75	\$36,646.25	\$ 29	\$44,747.00	\$ 31.00	\$47,833.00	\$ 124.00	\$191,332.00
2	6" Gate Valve w/Box	4	EA	\$ 1,592.00	\$6,368.00	\$ 1,280.50	\$5,122.00	\$ 1539	\$6,156.00	\$ 1,520.00	\$6,080.00	\$ 1,600.00	\$6,400.00
3	3-Way Fire Hydrant	2	EA	\$ 3,708.00	\$7,416.00	\$ 2,938.80	\$5,877.60	\$ 3177	\$6,354.00	\$ 3,635.00	\$7,270.00	\$ 5,300.00	\$10,600.00
4	6" DI Hydrant Lead	8	LF	\$ 41.00	\$328.00	\$ 35.95	\$287.60	\$ 52.65	\$421.20	\$ 46.00	\$368.00	\$ 63.00	\$504.00
5	Existing Hydrant to be Removed & Plugged	1	EA	\$ 850.00	\$850.00	\$ 786.50	\$786.50	\$ 1,287	\$1,287.00	\$ 1,375.00	\$1,375.00	\$ 890.00	\$890.00
6	Connect Proposed 6" Water Main to 8" Existing Water Main (labor only)	1	EA	\$ 850.00	\$850.00	\$ 1,300.00	\$1,300.00	\$ 5616	\$5,616.00	\$ 2,775.00	\$2,775.00	\$ 3,600.00	\$3,600.00
7	8"x6" Tapping Sleeve w/ 6" Gate Valve with Box	1	EA	\$ 4,062.00	\$4,062.00	\$ 4,684.00	\$4,684.00	\$ 6955.5	\$6,955.50	\$ 4,750.00	\$4,750.00	\$ 5,500.00	\$5,500.00
8	Existing Water Main to be Plugged (3/4"-6")	2	EA	\$ 850.00	\$1,700.00	\$ 1,980.00	\$3,960.00	\$ 292.5	\$585.00	\$ 1,950.00	\$3,900.00	\$ 740.00	\$1,480.00
9	DI Fitting (compact weight)	272	LBS	\$ 12.50	\$3,400.00	\$ 13.45	\$3,658.40	\$ 7.52	\$2,045.44	\$ 13.95	\$3,794.40	\$ 11.00	\$2,992.00
10	Horizontal Directional Drill 6" HDPE Water Main (STA 12+31 to 12+83) Sheet 13	1	LS	\$ 3,068.00	\$3,068.00	\$ 5,824.00	\$5,824.00	\$ 4095	\$4,095.00	\$ 3,720.00	\$3,720.00	\$ 8,900.00	\$8,900.00
11	Transfer Existing Water Service (long side)	3	EA	\$ 1,494.00	\$4,482.00	\$ 1,314.30	\$3,942.90	\$ 1133	\$3,399.00	\$ 1,895.00	\$5,685.00	\$ 1,700.00	\$5,100.00
12	Transfer Existing Water Service (short side)	2	EA	\$ 650.00	\$1,300.00	\$ 754.00	\$1,508.00	\$ 993	\$1,556.00	\$ 1,895.00	\$3,790.00	\$ 560.00	\$1,120.00
13	Class "B" Concrete to be Replaced	1	SY	\$ 68.00	\$68.00	\$ 88.40	\$88.40	\$ 102.96	\$102.96	\$ 98.00	\$98.00	\$ 650.00	\$650.00
14	Class "A" Pavement Replacement	7	SY	\$ 85.00	\$595.00	\$ 115.40	\$807.80	\$ 102.96	\$720.72	\$ 95.00	\$665.00	\$ 220.00	\$1,540.00
2. Water System Sub-Total for Bay Street				\$69,976.00	\$69,976.00	\$74,493.45	\$74,493.45	\$84,470.82	\$84,470.82	\$92,103.40	\$92,103.40	\$240,648.00	\$240,648.00
3. Water System Improvements for Oakland Avenue Alley													
1	2" PVC Water Main	622	LF	\$ 24.10	\$14,990.20	\$ 18.65	\$11,600.30	\$ 13.00	\$8,086.00	\$ 15.35	\$9,547.70	\$ 63.00	\$39,186.00
2	2" Ball Valve w/Box	3	EA	\$ 910.00	\$2,730.00	\$ 735.80	\$2,207.40	\$ 629.00	\$1,887.00	\$ 630.00	\$1,890.00	\$ 280.00	\$840.00
3	2" Water Main Termination	1	EA	\$ 300.00	\$300.00	\$ 1,022.50	\$1,022.50	\$ 1,755.00	\$1,755.00	\$ 2,200.00	\$2,200.00	\$ 850.00	\$850.00
4	Connect Proposed 2" Water Main to 6" Existing Water Main (labor only)	2	EA	\$ 450.00	\$900.00	\$ 975.00	\$1,950.00	\$ 1,930.50	\$3,861.00	\$ 1,950.00	\$3,900.00	\$ 1,300.00	\$2,600.00
5	6"x2" Tapping Saddle w/ 2" Ball Valve with Box	2	EA	\$ 1,215.00	\$2,430.00	\$ 1,432.90	\$2,865.80	\$ 779.00	\$1,558.00	\$ 1,325.00	\$2,650.00	\$ 450.00	\$900.00
6	Existing Water Main to be Plugged (3/4"-6")	4	EA	\$ 850.00	\$3,400.00	\$ 715.00	\$2,860.00	\$ 292.50	\$1,170.00	\$ 925.00	\$3,700.00	\$ 650.00	\$2,600.00
7	DI Fitting (compact weight)	86	LBS	\$ 12.50	\$1,075.00	\$ 15.00	\$1,290.00	\$ 7.52	\$646.72	\$ 13.95	\$1,199.70	\$ 9.00	\$774.00
8	Transfer Existing Water Service (short side)	12	EA	\$ 6.50	\$78.00	\$ 1,683.00	\$20,196.00	\$ 993.00	\$11,916.00	\$ 1,600.00	\$19,200.00	\$ 820.00	\$9,840.00
9	Curb & Gutter to be Removed & Replaced	6	LF	\$ 45.00	\$270.00	\$ 44.00	\$264.00	\$ 40.95	\$245.70	\$ 75.00	\$450.00	\$	

CITY OF CAMILLA, GEORGIA
RESOLUTION NO.: 2021-10-11-3

SCHEDULE F

ORDINANCE/RESOLUTION FOR SUPPLEMENTAL LEASES

A RESOLUTION OR ORDINANCE TO AUTHORIZE AND
DIRECT AN OFFICER OF THE CITY
TO EXECUTE ONE OR MORE LEASE SUPPLEMENTS FOR A LEASE
OR LEASES UNDER THE GMA DIRECT LEASING PROGRAM; TO DESIGNATE
SUCH LEASES AS QUALIFIED TAX-EXEMPT OBLIGATIONS;
TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City has entered into a Master Lease (the "Master Lease") dated as of November, 21, 2000, with Georgia Municipal Association, Inc. for the leasing from time to time of certain equipment, machinery or other personal property pursuant to Supplemental Leases;

NOW THEREFORE, BE IT RESOLVED OR ORDAINED AS FOLLOWS BY THE GOVERNING BODY OF THE CITY:

1. The MAYOR of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for GETAC Video Camera System (the "Leased Property"); said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.
2. ☐ An appropriation in the City's current operating budget has previously been made, which shall be sufficient to pay the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements; or

(check box if applicable)

☐ An appropriation from unappropriated and unreserved funds in the City's current operating budget is hereby made for the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements, and the budget of the City is hereby amended to reflect such appropriation to the extent necessary.
3. The lease or leases contemplated by the said Lease Supplements are hereby designated "Qualified Tax-Exempt Obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and said officer shall be authorized to confirm such designation by execution of appropriate documents in connection therewith.
4. This authorization shall be effective immediately.

CLERK'S CERTIFICATE

The undersigned hereby certifies that he or she is the Clerk of the City of Camilla, Georgia (the "City"), and that the foregoing is a true copy of the ☒ Resolution or ☐ Ordinance [Check One] adopted by the governing body of the City at a meeting duly held on the OCTOBER 11, 2021, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now in full force and effect. Given under the seal of the City, this OCTOBER 11, 2021.



Cheryl Ford
City Clerk

DOCUMENT NOTES

LEASE SUPPLEMENT

NOTE: ON ALL PROPERTIES REQUIRING TITLE, A COPY OF THE MV - 1 APPLICATION LISTING GMA AS LIENHOLDER MUST ACCOMPANY LEASE DOCUMENTS.

Exhibit E - Lease Supplement: Please complete requested information. Please also sign on the Lessee position, which is marked with the City's name. The City Clerk should attest this document.

Exhibit E - Schedule A: Please insert appropriate information as requested (i.e., add serial number, amount, or model number).

Exhibit E- Schedule B: No action is required for this schedule.

Exhibit E- Schedule C: Please date, sign, and have the City Clerk attest this document.

Exhibit E- Schedule D: IRS Form 8038: Please add the city's Tax I.D. number and sign at the bottom. GMA will complete this document at closing.

Exhibit E- Schedule F: Resolution/Ordinance for Supplemental Lease: Please add necessary information, date, and sign this document. The Resolution/Ordinance must be adopted at a regular council meeting at which the Mayor may designate the appropriate city officials to enter into subsequent leases for the appropriate amount. The City Clerk should sign and seal at the bottom of the page.

Please return the enclosed document and all attachments (i.e., clips, etc.) to:

Georgia Municipal Association
Attention: Financial Services Program Manager
P.O. Box 105377
Atlanta, Georgia 30348

IF YOU HAVE ANY QUESTIONS OR SHOULD NEED ANY ASSISTANCE, PLEASE DO NOT HESITATE TO CALL THE FINANCIAL SERVICES PROGRAM MANAGER AT (888) 488-4462. LEASE DOCUMENTS MUST BE EXECUTED COMPLETELY AND CORRECTLY BEFORE ANY CHECKS WILL BE ISSUED BY THE SERVICING BANK.

Note: GMA's Lienholder Code is 10288896

EXHIBIT "E"
LEASE SUPPLEMENT

THIS LEASE SUPPLEMENT (this "Lease Supplement") by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia non-profit corporation ("Lessor") and the municipal corporation of the State of Georgia signing below ("Lessee"), is made and entered into the date of its execution by the Lessor.

RECITALS:

Lessor and Lessee have entered into a Master Lease (the "Master Lease") dated November 21, 2000, which provides for Lessor to lease to Lessee certain property (the "Property") to be specified in Lease Supplements to be executed and delivered by Lessor and Lessee from time to time; and

Lessor and Lessee are entering into this Lease Supplement pursuant to the Master Lease to specify the terms for the lease of certain Property.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. Definitions. Unless a different meaning or intent is required by this Lease Supplement, the capitalized terms used in this Lease Supplement shall have the meanings set forth in the Master Lease.
2. Property. The Property described on the Property Schedule incorporated as Schedule A to this Lease Supplement is specified as the Property that initially is the subject hereof.
3. Lease Payments. The Rental Schedule, incorporated as Schedule B to this Lease Supplement describes the initial amounts and payment dates of the Rentals for the Lease, and the Purchase Price for the Property. The Termination Payment may become due and payable upon the circumstances described in Section 4.2 of the Master Lease.
4. Term of Lease. The Starting Term of the Lease of the Property shall begin on the date hereof (the "Starting Date") and end on December 31 of the same year. The Lease will be renewed for successive calendar year Renewal Terms (the "Renewal Terms"), and an Ending Term (the "Ending Term") commencing January 1 of the last calendar year appearing on the Rental Schedule, and ending on the date of the final payment shown on the Rental Schedule (the "Ending Date"), unless Lessee gives a Nonrenewal Notice or there occurs an Event of Nonappropriation, as provided in the Master Lease. The "Lease Term" is the period from the Starting Date to the Ending Date, subject to the earlier expiration or termination of the Lease as provided in the Master Lease.
5. Agreements, Representations and Warranties. Lessee represents, warrants and agrees as follows:
 - (a) Lessee's representations, warranties and agreements contained in the Master Lease are true, accurate, complete and effective as of the date hereof;
 - (b) *(this clause (b) applies only if this Lease is designated as a Bank-Qualified Lease below)* in order to enable Lessor to offer the interest rate contained in this Lease, Lessee represents and warrants that it has not issued, nor does it (taken together with the entities with which it must be aggregate pursuant to Section 265(b)(3)(E) of the Code) reasonably expect to issue (taking into account the Leases) more than \$10 million of tax-exempt obligations (other than private activity bonds) for the calendar year during which the Lease becomes effective; as provided in Code Section 265(b)(3)(B)(II), Lessee specifically designates the Lease as a "qualified tax-exempt obligation" as provided by Code Section 265(b)(3);
 - (c) Lessee will take no action that will directly or indirectly affects the deductibility of that portion of Lessor's interest expense allocable to this Lease;
 - (d) Lessee has made an available appropriation of and included in its current operating budget all Rentals for the Starting Term and the Termination Payment applicable to this Lease;
 - (e) Unless Property funds are escrowed, Lessee has received, tested, and finally accepted the Property;

- (f) The portion of the Rentals representing principal, when taken together with the principal portion outstanding under any other contract entered into by Lessee pursuant to the authority of O.C.G.A. § 36-60-13, together with the amount of debt outstanding incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983, as amended, does not exceed 10% of the assessed value of all taxable property within the jurisdictional limits of Lessee;
 - (g) The Property that is the subject hereof has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the calendar year in which this Lease is entered into for any of the four immediately preceding calendar years;
 - (h) If the Property subject to this Lease is real property; and unless the Property has been approved in the most recent referendum calling for the levy of a special county 1% sales and use tax pursuant to O.C.G.A. Tit. 48, Chapt. 8, Art. 3, Pt. 1, neither of the following has occurred:
 - (i) the average annual payments on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease, do not exceed 7.5% of the governmental fund revenues of Lessee for the last calendar year preceding the date of delivery of this Lease (provided, however, that there may be added to such governmental fund revenues any special county 1% sales and use tax proceeds collected pursuant to O.C.G.A. § 48-8-111 legally available to pay amounts on this Lease or such other contracts); and
 - (ii) the outstanding principal balance on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease does not exceed \$25,000,000.00
 - (i) If the property subject to this Lease is real property, Lessee held a public hearing with respect to this Lease prior to the delivery of this Lease, notice of which hearing was published at least once in each of the two weeks preceding the week of the hearing in a newspaper of general circulation in the jurisdiction of Lessee.
 - (j) No Event of Default or Event of Nonappropriation has occurred with respect to any Lease entered into under the Master Lease.
6. Non-Arbitrage Certificate. The Property that is subject to the Lease has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the Ending Date. Monies appropriated for the payment of amounts under the Lease will be paid from Lessee's general fund and will not be pledged for the Lease or be otherwise separately identified or accounted for (unless the Lease is to be paid from sales tax receipts). Lessee has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its obligations. No proceeds or "gross proceeds" of the Lease are expected to be invested prior to an allocation for governmental use, unless an Escrow Agreement has been entered into in connection with this Lease. The proceeds of the Lease will not be used in a manner and no other action will be taken or omitted that would cause the Lease to be an "arbitrage bond" under Section 148 or a "private activity bond" under Section 141 of the Internal Revenue Code of 1986, as amended and the regulations promulgated under that Section.
 7. Quitclaim. At the outset of this Lease, the Lessee does hereby assign, transfer, convey and quitclaim to Georgia Municipal Association, Inc. ("Lessor") such ownership interests as it may possess, if any, in and to the "Property," as is necessary to permit the Property to be leased by Lessor to Lessee pursuant to the terms of this Lease Supplement and the Master Lease in accordance with their terms. Pursuant to Section 2.2 of the Master Lease, Lessor further transfers title to Lessee to the extent provided therein, and Lessee accepts such transfer in accordance with such Section 2.2. This quitclaim is given in consideration of the advance by or on behalf of the Lessor of the purchase price of the Property and the undertaking of the Lessor represented by this Lease Supplement.
 8. Active Municipality. The Lessee certifies that it does, and expects to continue (a) providing at least three of the following services, either directly or by contract: law enforcement; fire protection (which may be furnished by a volunteer fire force) and fire safety; road and street construction or maintenance; solid waste management; water supply or distribution or both; waste-water treatment; storm-water collection and disposal; electric or gas utility services; enforcement of building, housing, plumbing, and electrical codes and other similar codes; planning and zoning; recreational facilities; (b) holding at least six regular, monthly or bimonthly, officially recorded public meetings each year; and (c) qualifying for and holds a regular municipal election as provided by law.

9. Effect of Lease Supplement. This Lease Supplement is intended as a separate Lease of the items of Property described in this Lease Supplement pursuant to the Master Lease. The terms, conditions and provisions of the Master Lease are hereby incorporated in this Lease Supplement to the same extent as if fully set forth in this Lease Supplement in this place, except to the extent expressly amended or modified by this Lease Supplement. The owner of Lessor's interest in this Lease shall have all rights, powers and remedies of Lessor with respect to this Lease under the Master Lease. This Lease Supplement may be executed in multiple counterparts, each of which shall constitute an original. This Lease Supplement shall be effective only upon the due completion and execution of the Schedules listed below and the delivery thereof to the Servicer.

10. Bank-Qualified or Non-Bank-Qualified.

☐ The Lease under this Lease Supplement is a Non-Bank-Qualified Lease;

OR: (Check 1 box)

☒ The Lease under this Lease Supplement is a Bank-Qualified Lease and Lessee has designated the Lease under the Lease Supplement as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code. The Lessee and its subordinate entities, and the entities that issue obligations on behalf of Lessee have not issued other tax-exempt obligations (other than private activity bonds, except Qualified 501(c)(3) Bonds) in the current calendar year, and Lessee does not expect that it and such other entities will issue such tax-exempt obligations such that all of such obligations, taken together with the Lease Amount under the Lease Supplement, would exceed \$10,000,000 in such calendar year. The only tax-exempt obligations issued or expected to be issued in the current calendar year by such parties are as follows (type title, date and amount):

	TITLE	DATE	AMOUNT
(1)	_____	_____	_____
(2)	_____	_____	_____

11. Payments Direction. Lessee authorizes and directs the Servicer under this Lease Supplement to pay the vendors of the Property as indicated below:

<u>NAME AND ADDRESS OF VENDOR</u>	<u>INVOICE #</u> (attach invoices)	<u>AMOUNT</u>
City of Camilla 30 E Broad St # 101 Camilla, GA 31730 Attn: Ms. Lisa Ferguson (229) 330-2319	Enclosed	\$135,442.55

(Should Lessee have previously paid vendor, or require another means of payment to the Vendor, it should attach a request for an alternate payment method with a full explanation and, if applicable, proof of payment to the vendor.)

12. Assignee and Servicer. Lessor has assigned its rights and interests in the Lease to Magnolia Bank, which shall serve as Servicer for the Lease, and Lessee shall make payments to such Servicer.

13. Schedules. Lessee hereby delivers to Lessor and its assigns the completed, executed and effective Schedules C, D, and F, described below.

This Lease Supplement is dated: _____.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed.



City of Camilla

Signed By: _____

City Manager or Mayor

Print Name: _____

KEVIN OWEN S

Attested By: _____

City Clerk

Print Name: _____

CHERYL FORD

Date: _____

OCTOBER 11, 2021

LESSOR:
(SEAL)

GEORGIA MUNICIPAL ASSOCIATION, INC.

Signed By: _____

Executive Director

Attested By: _____

Financial Services Program Manager

Date of Execution: _____

Schedules Hereto:

- A. Property Schedule**
- B. Rental Schedule**
- C. Appropriation Certificate Form**
- D. Form 8038G or 8038GC**
- E. Form UCC-1 (If included)**
- F. Ordinance/Resolution for Lease Supplement**
- G. Assignment and Transfer of Lease Supplement
(Schedule G will be completed by GMA)**

SCHEDULE A

PROPERTY SCHEDULE

<u>DESCRIPTION OF PROPERTY</u>	<u>IDENTIFICATION OR VIN NUMBER</u>	<u>AMOUNT FINANCED</u>
GETAC Video Camera System		\$135,442.55

SAMPLE

Payment Amortization Report

Customer: City of Camilla GA

Interest Rate:

2.8300%

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	11/21	28,621.12	28,621.12	0.00	106,821.43	0.00	0.00	106,821.43
12	11/22	28,621.12	25,598.07	3,023.05	81,223.36	3,023.05	0.00	81,223.36
24	11/23	28,621.12	26,322.50	2,298.62	54,900.86	2,298.62	0.00	54,900.86
36	11/24	28,621.12	27,067.43	1,553.69	27,833.43	1,553.69	0.00	27,833.43
48	11/25	28,621.12	27,833.43	787.69	0.00	787.69	0.00	0.00
Totals:		143,105.60	135,442.55	7,663.05		7,663.05		

SCHEDULE C

APPROPRIATION CERTIFICATE

Re: Master Lease dated November, 21, 2000 and Lease Supplement (the "Lease Supplement") dated _____, between Lessee and Georgia Municipal Association, Inc.

The undersigned officers of the City of Camilla (the "Lessee") hereby certify that all Rentals and the Termination Payment under the referenced Lease Supplement, for the current fiscal year are within such Lessee's operating budget or budgets for such year and an appropriation of funds for such year has been made for such purpose and is available therefore.

Dated: _____

City of Camilla

Signed by: _____

Print Name: _____

Title: _____

Attested By: _____

Print Name: _____

Title: _____



INSTRUCTIONS:

1. To be given at the time of signing a Lease Supplement and within 30 days of the adoption of each annual budget.
2. Complete a separate certificate for each Lease Supplement in effect.

SCHEDULE D

Form **8038-G**

(Rev. September 2011)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here ► <input type="checkbox"/>
1 Issuer's name City of Camilla		2 Issuer's employer identification number (EIN) 58-6000531
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 30 E Broad St # 101	Room/suite	5 Report number (For IRS Use Only) <div style="border: 1px solid black; width: 20px; text-align: center;">3</div>
6 City, town, or post office, state, and ZIP code Camilla, GA 31730		7 Date of issue
8 Name of issue City of Camilla / GMA Essential Equipment Lease-Purchase		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Ms. Lisa Ferguson, Chief Financial Officer		10b Telephone number of officer or other employee shown on 10a (229) 330-2319

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	\$135,442.55
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ► GETAC Video Camera System	18	
19 If obligations are TANs or RANs, check only box 19a ► <input type="checkbox"/>		
If obligations are BANs, check only box 19b ► <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box ► <input checked="" type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ 135,442.55	\$ N/A	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	\$135,442.55
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	0 00
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	0 00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	\$135,442.55

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S


Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) **36a**
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☒
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.


Signature of issuer's authorized representative

10-11-2021
Date

KEVIN OWENS Mayor
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶		Phone no.	
Firm's address ▶				

ProLogic ITS

ProLogic ITS
106 Northpoint Parkway
Acworth, Georgia 30102
United States
(P) 866-923-0513

Quotation (Open)

Date
Jul 27, 2021 09:10 AM EDT

Modified Date
Sep 17, 2021 11:45 AM EDT

Quote #
19435 - rev 1 of 1

Description
Getac Video Solutions

SalesRep
Shipp, Payton
(P) (866) 923-0513

Customer Contact
Casterline, Robert
(P) 229-336-2261

Customer
Camilla Police Department (CP2004)
Casterline, Robert
80 W. Broad Street
Camilla, GA 31730
United States

Bill To
Camilla Police Department
Payable, Accounts
80 W. Broad Street
Camilla, GA 31730
United States

Ship To
Camilla Police Department
PO, REF
80 W. Broad Street
Camilla, GA 31730
United States

Customer PO:

Terms:
Undefined

Ship Via:
UPS Ground

Special Instructions:

Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
1	BWC (BC-02) 25th month device refresh option program 5 year warranty				
	GETAC VIDEO SOLUTIONS INC Body Worn Camera (BC-02), 64GB + FHD/HD/WVGA + WiFi + GPS + BLE, 1 year hardware warranty (compatible with magnetic charge cable ORB39X)	OVWX2MXXXXX1	1		
	GETAC VIDEO SOLUTIONS INC Body Worn Camera (BC-02), 25th month device refresh option program, full upfront, 1 year hardware warranty	OVWX2MXXXXX21	1		
	GETAC VIDEO SOLUTIONS INC Body Worn Camera (BC-02) - BC-02 Extended Warranty - Year 2	GE-SVBWEXT1Y	1		
	GETAC VIDEO SOLUTIONS INC BC-02 Extended Warranty for 2nd refresh program-Year 2&3 - Getac, Body Worn Device, BWC 1st Refresh Program warranty, 2, Year	GE-SVBWRFF2Y	1		
	Bundle Subtotal		16	\$768.02	\$12,288.32
2	GETAC VIDEO SOLUTIONS INC Body Worn Camera dual side magnetic mount	ORB41X	16	\$55.81	\$892.96
3	GETAC VIDEO SOLUTIONS INC Body Worn Camera (BC-02), magnetic quick release charging USB cable	ORB39X	8	\$36.89	\$295.12
4	Body Worn Camera (BC-02) - Single Port Dock (VD-02), for home charge, 5 year warranty				
	GETAC VIDEO SOLUTIONS INC Body Worn Camera (BC-02) - Single Port Dock (VD-02), includes USB AC adapter, USB Cable (3.94 ft)	ORB24U	1		
	GETAC VIDEO SOLUTIONS INC Body Worn Camera (BC-02) - VD-02 Dock - Extended Warranty - Years 2, 3, 4 & 5	GE-SVBDEXT4Y	1		
	Bundle Subtotal		16	\$119.46	\$1,911.36
5	Body Worn Camera (BC-02) - Single Port Dock (VD-02), for vehicle offload, 5 year warranty				
	GETAC VIDEO SOLUTIONS INC Body Worn Camera (BC-02) - Single Port Dock (VD-02), dock ONLY	ORB24X	1		

#	Description	Part #	Qty	Unit Price	Total
	GETAC VIDEO SOLUTIONS INC Body Worn Camera USB Extension Cable for VD-02, 12.5 ft	OLX0BX	1		
	GETAC VIDEO SOLUTIONS INC Body Worn Camera (BC-02) - VD-02 Dock - Extended Warranty - Years 2, 3, 4 & 5	GE-SVBDEXT4Y	1		
	Bundle Subtotal		8	\$101.50	\$812.00
6	Body Worn Camera (BC-02) - 8 Port Multidock with Datamover (MD-02D), 5 year warranty				
	GETAC VIDEO SOLUTIONS INC Body Worn Camera (BC-02) - 8 Port Multidock with Datamover (MD-02D), includes 90W AC Adapter (US)	OD2DAU	1		
	GETAC VIDEO SOLUTIONS INC Body Worn Camera (BC-02) - MD-02D Dock w/ 90W - Extended Warranty - Years 2, 3, 4 & 5	GE-SVMDEXT4Y	1		
	Bundle Subtotal		1	\$1,452.77	\$1,452.77
7	Body Worn Camera Bluetooth Trigger Box (TB-02) 5 year warranty				
	GETAC VIDEO SOLUTIONS INC Body Worn Camera Bluetooth Trigger Box (TB-02)	OTX11X	1		
	GETAC VIDEO SOLUTIONS INC Body Worn Camera (BC-02) - Bluetooth Trigger Box - Extended Warranty - Years 2, 3, 4 & 5	GE-SVTGEXT4Y	1		
	Bundle Subtotal		8	\$190.13	\$1,521.04
8	Getac Video In-Car Edge System with 5 year warranty				
	GETAC VIDEO SOLUTIONS INC ME i7 Blackbox Recording, Mobile Edge i7 BB record, ZeroDark FHD IP Camera CA-NF21-146, ZeroDark FHD IP Camera CA-NF21-146IRIR Mic, Wiring kit (25ft), Havis Touch TSD-101-GTC w/ cable, Getac Rugged kbd, DVR+Cameras+Display Extended warranty-Y2/3	OAGACEFBXWB	1		
	GETAC VIDEO SOLUTIONS INC DVR(Include Battery) + 2 Cameras + Display Extended Warranty - Years 4 & 5 - Edge computing, DVR + Cameras + Display, Extended Warranty, 5, Year	GE-EDDNEXT5Y	1		
	GETAC VIDEO SOLUTIONS INC Mounting Bracket (Visor) - Front Camera AND Display (CU-D50) - Charge	OIA03X	1		
	GETAC VIDEO SOLUTIONS INC VEHICLE ANTENNA;AIRGAIN,MULTIMAX,5IN1,WIFIX2-GPSX1-LTEX2,BOLT MOUNT,19FT,BLACK	591GVS000013	1		
	GETAC VIDEO SOLUTIONS INC MOUNT KITS;PKG-FAM-101,FLEX ARM PACKAGEINCLUDING FLEX ARM AND MOUNTING FOR FLAT SURFACES,HAVIS	591GVS000032	1		
	GETAC VIDEO SOLUTIONS INC DASH MOUNT;C-DMM-2004,DASH MOUNT FOR 2015-2020 DODGE CHARGER PURSUIT,HAVIS	591GVS000033	1		
	GETAC VIDEO SOLUTIONS INC MOUNT KITS;C-ADP-112,VESA DEVICES ADAPTER PLATE,HAVIS	591GVS000031	1		
	Bundle Subtotal		8	\$5,907.58	\$47,260.64
9	GETAC VIDEO SOLUTIONS INC Getac Managed Service&Cloud-Video License&Annual Maintenance(Per DATA MOVER SW device) 1st year Remark: For MD-02D, MD-03D or other data mover devices	OUA071	1	\$199.16	\$199.16
10	GETAC VIDEO SOLUTIONS INC Getac Cloud - Yearly Plan 4 (Cloud Unlimited, SW maintenance)	OUA041	8	\$532.39	\$4,259.12
11	GETAC VIDEO SOLUTIONS INC Getac Cloud - Yearly Plan 3 (Cloud 60G/Month, SW maintenance)	OUA031	16	\$399.29	\$6,388.64
12	GETAC VIDEO SOLUTIONS INC Getac Managed Service&Cloud-Video License&Annual Maintenance(Per DATA MOVER SW device)2nd year Remark: For MD-02D, MD-03D or other data mover devices.	OUA072	1	\$199.16	\$199.16
13	GETAC VIDEO SOLUTIONS INC Getac Managed Service & Cloud - Plan 4 (Cloud Unlimited, SW maintenance) 2nd year	OUA042	8	\$532.39	\$4,259.12
14	GETAC VIDEO SOLUTIONS INC Getac Managed Service & Cloud - Plan 3 (Cloud 60G/Month, SW maintenance) 2nd year	OUA032	16	\$399.29	\$6,388.64
15	GETAC VIDEO SOLUTIONS INC Getac Managed Service&Cloud-Video License&Annual Maintenance(Per DATA MOVER SW device)3rd year Remark: For MD-02D, MD-03D or other data mover devices.	OUA073	1	\$199.16	\$199.16

#	Description	Part #	Qty	Unit Price	Total
16	GETAC VIDEO SOLUTIONS INC Getac Managed Service & Cloud - Plan 4 (Cloud Unlimited, SW maintenance) 3rd year	OUA043	8	\$532.39	\$4,259.12
17	GETAC VIDEO SOLUTIONS INC Getac Managed Service & Cloud - Plan 3 (Cloud 60G/Month, SW maintenance) 3rd year	OUA033	16	\$399.29	\$6,388.64
18	GETAC VIDEO SOLUTIONS INC Getac Managed Service&Cloud-Video License&Annual Maintenance(Per DATA MOVER Software device)4th year Remark: For MD-02D, MD-03D or other data mover devices.	OUA074	1	\$199.16	\$199.16
19	GETAC VIDEO SOLUTIONS INC Getac Managed Service & Cloud - Plan 4 (Cloud Unlimited, SW maintenance) 4th year	OUA044	8	\$532.39	\$4,259.12
20	GETAC VIDEO SOLUTIONS INC Getac Managed Service & Cloud - Plan 3 (Cloud 60G/Month, SW maintenance) 4th year	OUA034	16	\$399.29	\$6,388.64
21	GETAC VIDEO SOLUTIONS INC Getac Managed Service & Cloud-Video License&Annual Maintenance(Per DATA MOVER SW device)5th year Remark: For MD-02D, MD-03D or other data mover devices	OUA075	1	\$199.16	\$199.16
22	GETAC VIDEO SOLUTIONS INC Getac Managed Service & Cloud - Plan 4 (Cloud Unlimited, SW maintenance) 5th year	OUA045	8	\$532.39	\$4,259.12
23	GETAC VIDEO SOLUTIONS INC Getac Managed Service & Cloud - Plan 3 (Cloud 60G/Month, SW maintenance) 5th year	OUA035	16	\$399.29	\$6,388.64
24	GETAC VIDEO SOLUTIONS INC Tier 1 Cloud Deployment Service, 1 Remote Setup Days / Up to 3 Days Onsite (Project/Training)	OZX0AX	1	\$8,797.74	\$8,797.74
25	ProLogic Installation Professional Services ProLogic ITS mobile install of above items, includes full removal of existing video equipment.	PROLOGICSVCS	8	\$747.00	\$5,976.00

Subtotal:	\$135,442.55
Tax (.0000%):	\$0.00
Shipping:	\$0.00
Misc:	\$0.00
Total:	\$135,442.55

Getac products are non-returnable per the manufacturer if opened, excluding damaged, defective, or DOA items.

Payment Terms: Net 30 Days.

After 30 days, unpaid balances are subject to a 1.5% handling fee per month (18% annual).

Warranty covers manufacturer defects only, excluding battery defects, unless explicitly stated herein.

Dual-signed Scope of Work will be required prior to placing initial order.

Prices and tax rates are valid in the U.S only and are subject to change. Taxes represented in quotes are estimates and may vary from taxes reflected on invoice (based on physical ship-to address).

Sales/Use tax is a destination charge (i.e., based on physical ship-to address on purchase order). Please indicate your taxability status on your PO. If you are tax exempt, please include proper documentation. If you are not tax exempt, please calculate and include all applicable tax on your PO.

Hardware cancelations may be subject to up to a 50% restocking fee.

See Terms and Conditions at www.prologicits.com/terms-conditions/

Quotes are valid for 30 days only and are subject to change without notice due to the imposition of new trade tariffs.



September 2, 2021

Mr. Steve Sykes, City Manager
City of Camilla
P.O. Box 328
Camilla, GA 31730

**RE: Camilla – Mitchell County Airport
Recommendation of Award
Corporate Hangar Project
Croy Project 1155.007**

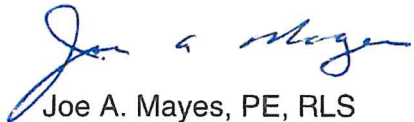
Dear Mr. Sykes:

Attached is a copy of the bid tabulation for the corporate hangar project. Croy Engineering recommends that the project be awarded to the low bidder, Drummond Construction, Inc., in the amount of \$301,798.00, subject to receipt of the grant.

If you have any questions, please contact me.

Sincerely,

Croy Engineering, LLC

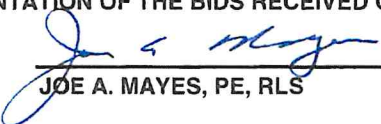


Joe A. Mayes, PE, RLS

Enclosure

CC: Ronnie Hall, via e-mail with enclosure

JAM/mm

IMPROVEMENTS TO CAMILLA - MITCHELL COUNTY AIRPORT GDOT PROJECT AP0 - - - - - (205), MITCHELL COUNTY DESIGN, SUPPLY, & CONSTRUCT ONE 80' X 60' CORPORATE HANGAR Croy Project 1155.07 BID OPENING: September 2, 2021 at 11:00 a.m.					BID TABULATION Drummond Construction, Inc. 31 Oak Drive Hawkinsville, GA 31036	
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	C-105	MOBILIZATION	LS	1	\$10,000.00	\$10,000.00
2	675	DESIGN PLANS & SPECIFICATION	LS	1	\$3,000.00	\$3,000.00
3	675	SUPPLY & CONSTRUCT ONE 80' X 60' CORPORATE HANGAR WITH 60' X 18' CLEAR BIFOLD HANGAR DOOR, INCLUDING SITE PREPARATION, CONCRETE, & ELECTRICAL - COMPLETE, OPERATIONAL, & ACCEPTABLE TO THE ENGINEER	LS	1	\$288,798.00	\$288,798.00
TOTAL						\$301,798.00
I CERTIFY THAT THIS BID TABULATION IS A TRUE AND CORRECT REPRESENTATION OF THE BIDS RECEIVED ON SEPTEMBER 2, 2021.  _____ JOE A. MAYES, PE, RLS						

DISCUSSION PAPER

COUNCIL MEETING DATE: OCTOBER 11, 2021

FOR: CITY COUNCIL REVIEW AND CONSIDERATION

SUBJECT: LMIG/TSPLOST PAVING BID AWARD

PRESENTER: STEVE SYKES, CITY MANAGER

BACKGROUND: TSPLOST AND LMIG RESURFACING PROJECTS WERE COMBINED INTO ONE (1) BID FOR THE FOLLOWING STREETS:

TSPLOST: FRYER PLACE, WEST MORGAN STREET, WILLIFORD DRIVE, HENRY STREET, MACARTHUR DRIVE AND CAMPBELL DRIVE.

LMIG: DYER STREET, CHURCH STREET AND BEACON STREET.

IN ADDITION TO THE STREET RESURFACING PROJECTS, DRAINAGE AND SIDEWALK IMPROVEMENT WERE INCLUDED FOR MORGAN AND MARIETTA STREETS.

DISCUSSION:

BIDS WERE RECEIVED FROM TWO BIDDERS. THE LOW BIDDER, REEVES CONSTRUCTION OF ALBANY, GA SUBMITTED A BID OF \$509,849. THE PAVING PORTION OF THE BID WAS \$395,024 AND THE DRAINAGE AND SIDEWALK PORTION OF THE BID WAS \$114,825. THE BUDGET FOR PAVING WAS \$300,000 AND DRAINAGE AND SIDEWALK WAS \$100,000. PROJECTED AVAILABLE FUNDS FOR PAVING INCLUDE \$282,000 TSPLOST AND \$75,000 LMIG FOR TOTAL AVAILABLE PAVING FUNDS \$357,000.

REEVES CONSTRUCTION HAS OFFERED TO DEDUCT THE DRAINAGE AND SIDEWALK (ITEM #10) AND MODIFY TRAFFIC CONTROL, EROSION CONTROL AND GRATE INLET ITEMS FOR A TOTAL BID REDUCTION OF \$164,825 BRINGING THEIR AMENDED BID TO \$345,024. THIS WILL ALLOW PAVING FOR ALL OF THE STREETS IN THE BID AND REQUIRE POSTPONEMENT OF DRAINAGE AND SIDEWALK IMPROVEMENTS UNTIL APRIL 2022 OR SOONER.

REQUESTED ACTION:

THE CITY MANAGER RECOMMENDS THE CITY COUNCIL AWARD THE 2021 TSPLOST/LMIG ROAD RESURFACING IMPROVEMENTS BID TO REEVES CONSTRUCTION COMPANY, ALBANY, GA IN THE AMOUNT OF \$509,849 AND AUTHORIZE THE CITY MANAGER TO EXECUTE CHANGE ORDERS ADJUSTING THE TOTAL CONTRACT AMOUNT TO MATCH AVAILABLE PAVING, DRAINAGE AND SIDEWALK FUNDS.



130 Veterinary Way – Unit 2, Leesburg GA 31763

October 6, 2021

Mr. Steve Sykes
Camilla City Hall
30 East Broad Street
Camilla, GA 31730

SUBJECT: FY2021 TSPLOST & LMIG Road Resurfacing Improvements
City of Camilla, Georgia
Still Waters Engineering Project No.: C0113.022 (Purple)

Mr. Sykes,

Bids were received and opened for the above subject project on September 16, 2021. A total of two (2) bids were received. Reeves Construction Company, with a **Base Bid of \$509,849.00** was determined to be the low bidder. We have worked with Reeves Construction Company on past projects, and through the checking of their references and current body of work they are qualified to perform the work detailed in this project.

Therefore, we recommend that you proceed with the execution of the attached notice of award. I also have also enclosed three (3) copies of the Bid Tabulation for your use and review. It contains all bids concerned.

I have enclosed four (4) copies of the Notice of Award for your signature. Please sign the Notice of Award where indicated, leave **undated** and return all four (4) copies to our office. Other contract documents will be forthcoming in the weeks to proceed. Once contract documents have been executed, we will schedule a preconstruction meeting and set a notice to proceed on the above referenced project.

Should you have any questions or concerns please do not hesitate to contact me at cgriffin@stillwaterseng.com feel free to call me at 229-894-1159.

Sincerely,

A handwritten signature in blue ink that reads "Chad Griffin".

Still Waters Engineering

Chad Griffin

Project Engineer

BID TABULATION FOR ALL BIDS
 RECEIVED AT CAMILLA CITY HALL
 ON THURSDAY, SEPTEMBER 16, 2021 AT 11:00AM

PROJECT: CAMILLA FY 2021 TSPLOST & LMIG ROAD RESURFACING IMPROVEMENTS
 STILL WATERS PROJECT NO.: C0113.022



Reeves Construction Company 2615 Old Jim Davis Road Albany, GA 31721	Green's Backhoe, Inc. 2015 County Line Road Thomasville, GA 31792
--	---

1. Fry Place (MLK Jr. Road to Dead End of Fry Place)							
Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
1	Raise Existing Manhole to Finished Grade	2	EA	\$ 1,250.00	\$2,500.00	\$ 1,450.00	\$2,900.00
2	Recycled Asphalt Concrete 9.5 mm Superpave Including Bituminous Material and H Lime, 1"	60	TON	\$ 219.00	\$13,140.00	\$ 140.00	\$8,400.00
3	Recycled Asphalt Concrete 9.5 mm Superpave for Leveling Course	10	TON	\$ 219.00	\$2,190.00	\$ 150.00	\$1,500.00
4	Repainting/Remark Existing Pavement Striping and Pavement Markings	1	LS	\$ 400.00	\$400.00	\$ 940.00	\$940.00
1. Fry Place Sub-Total					\$ 18,230.00		\$ 13,740.00

2. Henry Street (Dryer Street to Mira Street)							
Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
1	Raise Existing Manhole to Finished Grade	2	EA	\$ 1,250.00	\$2,500.00	\$ 1,450.00	\$2,900.00
2	Recycled Asphalt Concrete 9.5 mm Superpave Including Bituminous Material and H Lime, 1"	60	TON	\$ 219.00	\$13,140.00	\$ 140.00	\$8,400.00
3	Recycled Asphalt Concrete 9.5 mm Superpave for Leveling Course	10	TON	\$ 219.00	\$2,190.00	\$ 150.00	\$1,500.00
4	Repainting/Remark Existing Pavement Striping and Pavement Markings	1	LS	\$ 400.00	\$400.00	\$ 940.00	\$940.00
2. Henry Street Sub-Total					\$18,230.00		\$13,740.00

3. MacArthur Drive (Brooks Street to Sylvester Road)							
Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
1	Raise Existing Manhole to Finished Grade	4	EA	\$ 500.00	\$2,000.00	\$ 1,650.00	\$6,600.00
2	Raise Existing Valve Box to Finished Grade	2	EA	\$ 500.00	\$1,000.00	\$ 850.00	\$1,700.00
3	Raise Existing Grate to Finished Grade	1	EA	\$ 500.00	\$500.00	\$ 1,800.00	\$1,800.00
4	Recycled Asphalt Concrete 9.5 mm Superpave Including Bituminous Material and H Lime, 1"	236	TON	\$ 152.00	\$35,872.00	\$ 140.00	\$33,040.00
5	Recycled Asphalt Concrete 9.5 mm Superpave for Leveling Course	25	TON	\$ 152.00	\$3,800.00	\$ 150.00	\$3,750.00
6	Repainting/Remark Existing Pavement Striping and Pavement Markings	1	LS	\$ 2,300.00	\$2,300.00	\$ 4,000.00	\$4,000.00
3. MacArthur Street Sub-Total					\$45,472.00		\$50,890.00

4. Campbell Drive (US 19 to End)							
Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
1	Raise Existing Grate to Finished Grade	3	EA	\$ 500.00	\$1,500.00	\$ 1,800.00	\$5,400.00
2	Recycled Asphalt Concrete 9.5 mm Superpave Including Bituminous Material and H Lime, 1"	165	TON	\$ 149.00	\$24,585.00	\$ 140.00	\$23,100.00
3	Recycled Asphalt Concrete 9.5 mm Superpave for Leveling Course	20	TON	\$ 149.00	\$2,980.00	\$ 150.00	\$3,000.00
4	Repainting/Remark Existing Pavement Striping and Pavement Markings	1	LS	\$ 1,600.00	\$1,600.00	\$ 2,090.00	\$2,090.00
4. Campbell Drive (US 19 to End)					\$30,665.00		\$33,590.00

5. Willford Drive (Barrow Street to End)							
Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
1	Raise Existing Manhole to Finished Grade	2	EA	\$ 500.00	\$1,000.00	\$ 1,650.00	\$3,300.00
2	Raise Existing Valve Box to Finished Grade	3	EA	\$ 500.00	\$1,500.00	\$ 850.00	\$2,550.00
3	Raise Existing Grate to Finished Grade	3	EA	\$ 500.00	\$1,500.00	\$ 1,800.00	\$5,400.00
4	Recycled Asphalt Concrete 9.5 mm Superpave Including Bituminous Material and H Lime, 1"	236	TON	\$ 137.00	\$32,332.00	\$ 140.00	\$33,040.00
5	Recycled Asphalt Concrete 9.5 mm Superpave for Leveling Course	25	TON	\$ 137.00	\$3,425.00	\$ 150.00	\$3,750.00
6	Repainting/Remark Existing Pavement Striping and Pavement Markings	1	LS	\$ 400.00	\$400.00	\$ 3,760.00	\$3,760.00
5. Willford Drive Sub-Total					\$40,157.00		\$51,800.00

6. West Morgan Street (Boulevard Street to Harney Street)							
Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
1	Raise Existing Manhole to Finished Grade	2	EA	\$ 1,250.00	\$2,500.00	\$ 1,650.00	\$3,300.00
2	Raise Existing Valve Box to Finished Grade	1	EA	\$ 1,000.00	\$1,000.00	\$ 850.00	\$850.00
3	Raise Existing Grate to Finished Grade	4	EA	\$ 500.00	\$2,000.00	\$ 1,800.00	\$7,200.00
4	Recycled Asphalt Concrete 9.5 mm Superpave including Bituminous Material and H Lime, 1"	100	TON	\$ 175.00	\$17,500.00	\$ 140.00	\$14,000.00
5	Recycled Asphalt Concrete 9.5 mm Superpave for Leveling Course	15	TON	\$ 175.00	\$2,625.00	\$ 150.00	\$2,250.00
6	Repainting/Remark Existing Pavement Striping and Pavement Markings	1	LS	\$ 600.00	\$600.00	\$ 1,764.00	\$1,764.00
6. West Morgan Street Sub-Total					\$26,225.00		\$29,364.00

7. Dyer Street (Henry Street to Beacon Street)							
Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
1	Raise Existing Manhole to Finished Grade	1	EA	\$ 1,250.00	\$1,250.00	\$ 1,650.00	\$1,650.00
2	Raise Existing Valve Box to Finished Grade	2	EA	\$ 500.00	\$1,000.00	\$ 850.00	\$1,700.00
3	Raise Existing Grate to Finished Grade	2	EA	\$ 500.00	\$1,000.00	\$ 1,800.00	\$3,600.00
4	Recycled Asphalt Concrete 9.5 mm Superpave including Bituminous Material and H Lime, 1"	70	TON	\$ 205.00	\$14,350.00	\$ 140.00	\$9,800.00
5	Recycled Asphalt Concrete 9.5 mm Superpave for Leveling Course	10	TON	\$ 205.00	\$2,050.00	\$ 150.00	\$1,500.00
6	Repainting/Remark Existing Pavement Striping and Pavement Markings	1	LS	\$ 500.00	\$500.00	\$ 1,380.00	\$1,380.00
7. Dyer Street Sub-Total					\$20,150.00		\$19,630.00

8. Church Street (Harney Street to Scott Street)							
Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
1	Raise Existing Grate to Finished Grade	1	EA	\$ 500.00	\$500.00	\$ 1,800.00	\$1,800.00
2	Recycled Asphalt Concrete 9.5 mm Superpave including Bituminous Material and H Lime, 1"	45	TON	\$ 250.00	\$11,250.00	\$ 140.00	\$6,300.00
3	Recycled Asphalt Concrete 9.5 mm Superpave for Leveling Course	10	TON	\$ 250.00	\$2,500.00	\$ 150.00	\$1,500.00
4	Repainting/Remark Existing Pavement Striping and Pavement Markings	1	LS	\$ 400.00	\$400.00	\$ 724.00	\$724.00
8. Church Street Sub-Total					\$14,650.00		\$10,324.00

9. Beacon Street (M.L.K. Drive to Harney Street)							
Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
1	Raise Existing Manhole to Finished Grade	2	EA	\$ 500.00	\$1,000.00	\$ 1,450.00	\$2,900.00
2	Raise Existing Valve Box to Finished Grade	10	EA	\$ 500.00	\$5,000.00	\$ 850.00	\$8,500.00
3	Raise Existing Grate to Finished Grade	3	EA	\$ 500.00	\$1,500.00	\$ 1,700.00	\$5,100.00
4	Recycled Asphalt Concrete 9.5 mm Superpave including Bituminous Material and H Lime, 1"	235	TON	\$ 152.00	\$35,720.00	\$ 140.00	\$32,900.00
5	Recycled Asphalt Concrete 9.5 mm Superpave for Leveling Course	25	TON	\$ 152.00	\$3,800.00	\$ 150.00	\$3,750.00
6	Repainting/Remark Existing Pavement Striping and Pavement Markings	1	LS	\$ 3,500.00	\$3,500.00	\$ 3,996.00	\$3,996.00
9. Beacon Street Sub-Total					\$50,520.00		\$57,146.00

10. Sidewalk & Drainage Improvements (Morgan Street & Marietta Street)							
Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
1	4" Thick Concrete Sidewalk	707	SY	\$ 50.00	\$35,350.00	\$ 65.00	\$45,955.00
2	Demolish & Remove Existing Concrete Walkway	5.91	SY	\$ 250.00	\$1,477.50	\$ 60.00	\$354.60
3	Demolish & Remove Existing Concrete Sidewalk	3.11	SY	\$ 250.00	\$777.50	\$ 60.00	\$186.60
4	15" CPP Piping	192	LF	\$ 60.00	\$11,520.00	\$ 42.00	\$8,064.00
5	Junction Box	1	EA	\$ 2,800.00	\$2,800.00	\$ 2,250.00	\$2,250.00
6	Remove Existing Headwall & Connect Existing Drainage Pipe to Proposed Drainage Pipe	1	LS	\$ 2,800.00	\$2,800.00	\$ 1,250.00	\$1,250.00
7	15" Concrete Headwall	1	EA	\$ 2,600.00	\$2,600.00	\$ 1,750.00	\$1,750.00
8	Grading (Marietta Street & Morgan Street)	1	LS	\$ 45,000.00	\$45,000.00	\$ 89,661.62	\$89,661.62
9	Rip Rap	5	SY	\$ 300.00	\$1,500.00	\$ 320.00	\$1,600.00
10	GDOT Curb Ramp	2	EA	\$ 2,500.00	\$5,000.00	\$ 1,970.00	\$3,940.00
11	Pedestrian Striping	1	LS	\$ 5,000.00	\$5,000.00	\$ 350.00	\$350.00
12	Tree to Be Removed	1	EA	\$ 1,000.00	\$1,000.00	\$ 2,500.00	\$2,500.00
10. Street Improvements Street Sub-Total					\$114,825.00		\$157,861.82

11. Miscellaneous							
Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
1	Traffic Control (Entire Project)	1	LS	\$ 103,225.00	\$103,225.00	\$ 59,494.95	\$59,494.95
2	Testing Allowance (Entire Project)	1	LS	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00
3	Sediment & Erosion Control (Entire Project)	1	LS	\$ 12,500.00	\$12,500.00	\$ 24,000.00	\$24,000.00
4	Contingency Allowance	1	LS	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00
11. Miscellaneous Sub-Total					\$130,725.00		\$98,494.95
Bld Total (1+2+3+4+5+6+7+8+9+10+11)					\$ 509,849.00		\$ 536,580.77

Reeves Construction Co. had a multiplication error on line item No. 1 for Henry Street the error has been corrected to reflect the correct price. The error did not change the totals.

I hereby certify that this is a true and accurate Bid Tabulation of bids received on September 16, 2021.

Brian Hendersh, P.E. #30817

NOTICE OF AWARD

Date of
Issuance:

Owner:	City of Camilla, GA	Owner's Contract No.:	N/A
Engineer:	Still Waters Engineering	Engineer's Project No.:	C0113.022
Project:	Camilla FY 2021 TSPLOST & LMIG Road Resurfacing Improvements	Contract Name:	N/A
Bidder:	Reeves Construction Company		
Bidder's Address:	2615 Old Jim Davis Road Albany, GA 31721		

TO BIDDER:

You are notified that Owner has accepted your Bid dated **September 16, 2021** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Camilla FY 2021 TSPLOST & LMIG Road Resurfacing Improvements

The Contract Price of the awarded Contract is: **Five Hundred Nine Thousand, Eight Hundred Forty-Nine and 00/100 Dollars (\$509,849.00).**

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., *performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid unresponsive.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Camilla, GA
Authorized Signature

By: _____

Title: _____

Copy: Engineer

EJCDC® C-510, Notice of Award.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

CITY OF CAMILLA, GA
Camilla FY 2021 TSPLOST & LMIG ROAD
RESURFACING IMPROVEMENTS

August, 2021
Project # - C0113.022

Change Order No. 1

Date of Issuance: 10/7/2021	Effective Date:
Owner: City of Camilla	Owner's Contract No.: -
Contractor: Reeves Construction Company	Contractor's Project No.: -
Engineer: Still Waters Engineering	Engineer's Project No.: C0113.022
Project: FY 2021 TSPLOST & LMIG Road Resurfacing Improvements	Contract Name: Camilla FY 2021 TSPLOST/ LMIG Road Resurfacing Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: Additions/Deletions within the project to reflect the adjusting contract price.

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 509,849.00	Original Contract Times: Substantial Completion: 45 Ready for Final Payment: 60 days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ N/A	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: N/A Ready for Final Payment: N/A days
Contract Price prior to this Change Order: \$509,849.00	Contract Times prior to this Change Order: Substantial Completion: 45 Ready for Final Payment: 60 days or dates
Decrease of this Change Order: \$ 166,325.00 164,825 = 50	Increase of this Change Order: Substantial Completion: 15 Ready for Final Payment: 15 days or dates
Contract Price incorporating this Change Order: \$ 343,524.00 345,024 = 150	Contract Times with all approved Change Orders: Substantial Completion: 60 Ready for Final Payment: 75 days or dates

RECOMMENDED: By: <u>[Signature]</u> Title: Project Manager Date: 10-7-21	ACCEPTED: By: _____ Title: Owner (Authorized Signature) Date: _____	ACCEPTED: By: <u>[Signature]</u> Title: DEAN HAYMAN Date: OCTOBER 7, 2021
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Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Change Order C0113.022 2021 TSP/LOST/LMIG Road Resurfacing Improvements

BID ITEM NO.	DESCRIPTION	ADD		DEDUCT	
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Deduction of Raising Existing Valve Box to Finished Grade					
3.3	Raise Existing Grate To Finished Grade				
	--deduct 4 EA	--	--	\$500.00	\$2,000.00
4.1	Raise Existing Grate To Finished Grade				
	--deduct 3 EA			\$500.00	\$1,500.00
5.3	Raise Existing Grate To Finished Grade				
	--deduct 3 EA			\$500.00	\$1,500.00
6.3	Raise Existing Grate To Finished Grade				
	--deduct 4 EA			\$500.00	\$2,000.00
7.3	Raise Existing Grate To Finished Grade				
	--deduct 2 EA	--	--	\$500.00	\$1,000.00
8.1	Raise Existing Grate To Finished Grade				
	--deduct 1 EA	--	--	\$500.00	\$500.00
9.3	Raise Existing Grate To Finished Grade				
	--deduct 3 EA	--	--	\$500.00	\$1,500.00
10.1	4" Thick Concrete Sidewalk				
	--deduct 707 SY	--	--	\$50.00	\$35,350.00
10.2	Demolish & Remove Existing Concrete Walkway				
	--deduct 5.91 SY			\$250.00	\$1,477.50
10.3	Demolish & Remove Existing Concrete Sidewalk				
	--deduct 3.11 SY			\$250.00	\$777.50
10.4	15" CPP Piping				
	--deduct 192 LF			\$60.00	\$11,520.00
10.5	Junction Box				
	--deduct 1 EA	--	--	\$2,800.00	\$2,800.00
10.6	Remove Existing Headwall & Connect Existing Drainage Pipe to Proposed Drainage Pipe				
	--deduct 1 LS	--	--	\$2,800.00	\$2,800.00
10.7	15" Concrete Headwall				
	--deduct 1 EA	--	--	\$2,600.00	\$2,600.00
10.8	Grading (Marietta Street & Morgan Street)				
	--deduct 1 LS	--	--	\$45,000.00	\$45,000.00
10.9	Rip Rap				
	--deduct 5 SY			\$300.00	\$1,500.00
10.10	GDOT Curb Ramp				
	--deduct 2 EA			\$2,500.00	\$5,000.00
10.11	Pedestrian Striping				
	--deduct 1 LS			\$5,000.00	\$5,000.00
10.12	Tree to Be Removed				
	--deduct 1 LS	--	--	\$1,000.00	\$1,000.00
11.1	Traffic Control				
	--deduct 1 LS	--	--	\$103,225.00	\$103,225.00
11.3	Sediment & Erosion Control (Entire Project)				
	--deduct 1 LS	--	--	\$12,500.00	\$12,500.00
11.4	Contingency Allowance				
	--deduct 1 LS	--	--	\$10,000.00	\$10,000.00
11.5	Traffic Control				
	--add 1 LS	\$84,225.00	\$84,225.00		

1. TOTAL ADDITIONS
2. TOTAL DELETIONS
3. BID AMOUNT
CHANGE ORDER # 1 TOTAL (3.+1.-2.)=

\$84,225.00

\$250,550.00
\$509,849.00
\$343,524.00

244,050-
345,024-

500-

**CITY OF CAMILLA, GEORGIA
RESOLUTION NO. 2021-10-11-4**

A RESOLUTION SUPPORTING THE CITY OF ALBANY'S APPLICATION FOR GOVERNOR'S STATE FISCAL RECOVERY FUNDS; REPEALING PRIOR RESOLUTIONS IN CONFLICT AND FOR OTHER PURPOSES.

WHEREAS, the Governor's Office of Planning and Budget is facilitating the distribution of the Coronavirus State Fiscal Recovery Funds through a competitive grant process called the Coronavirus State Fiscal Recovery Grant Program; and

WHEREAS, the original deadline for applications has been extended from August 31, 2021, to October 31, 2021; and

WHEREAS, the City of Camilla desires to support the City of Albany's application as there is no dispute the City of Albany's Combined Sewer Outfall (CSO) Project would benefit the City of Camilla,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Camilla, Georgia, and it is hereby resolved by authority of same:

SECTION 1. The Albany CSO Project will benefit the City of Camilla as well as the City of Albany.

SECTION 2. The City of Albany's CSO Project seeks to protect the Flint River, the latter being a source for water for the City of Camilla's farmers and industry.


SECTION 3. We also want to point out that the Flint River is a primary recreational resource; that protecting the Flint River from pollution is critically important to Southwest Georgia.

SECTION 4. All resolutions, or parts of resolutions, in conflict herewith are repealed.

CITY OF CAMILLA:


KELVIN M. OWENS, MAYOR

ATTEST:


CHERYL FORD, CITY CLERK



Adopted: October 11, 2021