MINUTES – REGULAR MEETING CITY OF CAMILLA, GEORGIA SEPTEMBER 12, 2022

The regular meeting of the Mayor and City Council of the City of Camilla was called to order at 6:00 p.m. on Monday, September 12, 2022 by Mayor Owens.

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

City Manager Stroud, City Attorney Coleman, and City Clerk Ford were also present.

OPENING PRAYER AND PLEDGE

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

CITIZENS AND GUESTS

Sign-in Sheet Attached.

APPROVAL OF AGENDA

A motion was made by Councilman Burley to approve the September 12, 2022 agenda. The motion was seconded by Councilman Pollard and passed by a unanimous vote.

APPROVAL OF MINUTES

Mayor Owens asked for a motion to approve the minutes from the July 5, 2022 Called Meeting, the July 11, 2022 Regular Meeting, and the August 8, 2022 Regular Meeting. A motion was made by Councilmember Tucker, seconded by Councilman Burley, and passed by a unanimous vote.

SPEAKER APPEARANCES

Mr. Carl Shiver was recognized and stated he wanted to speak about a topic on everyone's mind who attend the Council meetings, especially after the meeting last week. Everyone knows politics can bring out the worst and people can lose their temper and behave badly. He thinks they have seen way too much of that at the Council meetings. Everyone on the Council, including the Mayor, must understand the people of Camilla and beyond are watching the meetings and how they behave in the meetings. Friends and business owners are asking him what in the world is going on with the city council. He thinks, and his opinion, everyone around the desk needs to come to these meetings and conduct themselves by using the Golden Rule. Use that as a guide and do unto others as you would have them do unto you. Treat others how you want to be treated. If each of them would try their best to do that, even if one slips up and loses control, the temperature of the meeting can be temped down if the others follow the Golden Rule. There are six council members and a mayor and each are individuals with their own thoughts and opinions. That means you will not always agree with everyone but does not mean you have to be disagreeable. Examples of things, in his opinion, are to not raise their voice against another councilmember, don't interrupt or talk over councilmembers, don't make comments such as that is your opinion if you disagree with what another councilmember says.

Their opinion is just as valid as yours and chances are what you are about to say is your own opinion. Don't explain what another councilmember said. If it is unclear ask the councilmember to explain. There is no reason any councilmember in the meeting has to explain what another councilmember has said. They are adults and can explain themselves. Have more humility and everyone has their own area of expertise. No councilmember knows everything. They are all there as public servants and not dictators or competitors. If they treat this as a complication Camilla will always lose. Conduct themselves realizing many people from children to grandchildren, the community, and people in other communities are watching these meetings. Lastly, stop making comments and taking actions that are dividing this community. If it is done intentionally or not, the effects are the same. The community is more divided today than it has been in years and is in large part due to the constant bickering and behavior in the meetings.

Mike Lamb stated he wanted to talk about what was discussed at the last City Council meeting about the potential road closure of Ellis Street for the peanut season. He has additional maps if they would like to see them and asks for another consideration of what took place last week as far as the Ellis Street closure goes. He saw earlier on the City's Facebook page about a gas line test that is supposed to start taking place Wednesday. He saw a map showing south of Camilla toward Pelham where the test would take place. This is during their peak time and the map showed it would not have any interference with day-to-day operations and wanted to make sure that was still the case since their dryers run on natural gas. Mayor Owens stated there will be substitute gas availability and he should not see any interruption. Mr. Lamb urged and pleaded with them to reconsider the Ellis Street closure.

Steve Sykes addressed the Mayor and Council and stated before he begins he would like to ask unanimous consent to extend the comments for sixty seconds. Mayor Owens stated they will go with the original three minutes and when they get there let him know. Mr. Sykes stated he is with Steve Sykes Municipal Consulting LLC from Thomasville and in his opinion the City did not award the recent paving bid to the lowest, best and qualified bidder Green's Backhoe. He stated he would like to bring their attention to the following facts and new information and make a request. Prior to signing the paving contract the Council was provided new information previously withheld by the interim city manager. During the August 24th called meeting, Green's Backhoe, represented by him, requested the Mayor not to sign the contract and the Council to review new information to rebid the paving bid due to bidding and advertising irregularities. During the September 6th work session the interim city manager stated one of the bidders did not follow bidding instructions. Green's Backhoe did follow bidding instructions as stated in the invitation to bid and in the bid form and still desire to do the work. During the September 6th work session the interim city manager was asked by a councilmember if they took the bid back, referring to Green's Backhoe. The interim city manager replied "they took it back so he did not have it. They physically took it". On August 24th he requested the city clerk to provide copies of sealed bid documents from both contractors and was provided the same documents the interim city manager said were physically taken back by the contractor. He would like to know how can the city manager claim not to have the same bid documents furnished to him by the city clerk during his open records request. During the August 8th Council Meeting the interim city manager

was asked if the sole bid was a competitive bid and he responded they came in with a real good number. He would like to know without the engineer's estimate and any idea whatsoever what quantities were involved in the bidding project, how he could have possibly made that statement. What research did the interim city manager do to reach that conclusion. During his last visit he asked for the notes taken by the interim city manager and city clerk during the bid opening. During the bid opening the interim city manager read aloud the bids while the city clerk made handwritten notations, as witnessed firsthand. When he asked about the missing requested notes the city clerk replied all available documentation was provided in the email attachment received. Why is the city withholding requested public documents saying they are unavailable. Does unavailable mean they are being withheld or they have been shredded. Following the September 6th work session he requested a copy of the contract that the city manager said was already signed. It appears to him the contract is invalid based on the City's charter 6.31 Contract and Procedures and based on the wrong type of agreement being used. They used a professional services agreement and not a construction agreement. He reminded everyone the Council and Mayor have ignored good advice and wasted over \$125,000 of the City's money. With that he concluded his remarks and said Green's Backhoe was there to finish out the statement. Mr. Lee Green stated he is with Green's Backhoe and would finish up what he [Sykes] had written down. Green's Backhoe has a few requests for the Council to take into consideration. One is for the city manager to correct a couple of statements they made in previous meetings: he said he physically returned the sealed bid to Green's Backhoe; and (2) Green's Backhoe did not follow the bidding instructions. Mr. Green feels they are the only ones who did follow the bidding instructions. The second request is to acknowledge failure to produce public documents, the handwritten notes taken at the meeting, to acknowledge either they were not taken or got thrown away. The third is the City used a standard form going forward on street paving projects. They have done a lot of work with the City of Camilla and enjoy their relationship with the City and want to continue doing work but would like to have a fair shot at it. The last is the City acknowledge the executed contract signed by the Mayor is invalid and pay Green's Construction any damages and rebid the project.

Mayor Owens stated when they come up, and as they see there are folks not residents here, they are more than welcome to come up and speak about city business. He wants to make sure any statements, in terms of statements of fact, if they can to provide some background related to that going forward. He wants them to be able to speak their mind and be as open as they want, especially if it involves City of Camilla business.

Cindy Bostick addressed the Mayor and Council and has been a citizen of Camilla for almost 32 years and raised three children here. Two of her three children elected to return to this city and call it home and she has a grandchild being raised in Camilla. She has watched the recorded meetings and the Mayor and Council do not seem to be working together. She gave them a parallel city in a similar situation to explain her concerns. In another south Georgia town a man operated a regional business for decades. He loves his community and worked tirelessly in many capacities in the community. He was a councilman and mayor pro tem for years. One night he went home, sat his teenage children down, and said due to the decisions hindering the small city they live in they were not going to progress. If they go to college and want to come back they

were welcome. But he explained he was not certain of what their city would become because city leaders were not working united to promote progression. This man had foresight and today in that town there is no longer an independent pharmacy whereas there were four, no grocery store whereas there were three, no place to buy tires, get your car serviced, oil changed, etc. The local hospital closed its' doors in October 2020 and citizens have to drive 45 minutes to a hospital. She asked them to make an effort to agree and work for all people and respectfully with one another. When you enter or exit Camilla you see 'Camilla-Growing Toward Tomorrow'. She sincerely and prayerfully hopes Camilla can grow and progress toward tomorrow.

Melanie Kemp stated she would not say much tonight because as she said last week it does not matter what she says because they do not listen to what she says. She thanked Ms. Bostick and commented she got her to come to the meeting. What she wants to say about last week saddens her. Those in District 2 are very proud of their councilwoman. They do not appreciate the way she was treated and everyone in the room deserves to be treated with respect and no one should ever talk over anyone. She saw bullying going on, threatening, and disrespect in the Council meeting last week and for that her heart is very broken. Camilla deserves better than this.

Susan Rackley addressed the Mayor and Council and stated she too is concerned. She owns property in District 2 and her feeling is if Councilwoman Tucker is censured, they are censoring the people of District 2. She is their representative and wants to respectfully say that and let them think about that. They mentioned they love for people to speak their mind and want to hear what people have to say. They do not want her censured but representing them.

Julie Tucker was recognized and stated she was a taxpayer in Camilla and has great concern how Mrs. Laura Beth Tucker has been treated. For those in the audience that don't know they are not related and she did not know her before she ran [for office]. Her concern, as already said, they have a city councilman that has been arrested several times and nothing has been done against him. They now have a city councilwoman who has spoke the truth and her mind and she is being threatened by the board with whatever and it is a great concern that can happen in our city.

Mr. Jimmy Kolbie stated what he has to say tonight is constructive criticism and not to take it any other way. He is a Vietnam veteran and knows he [Mayor Owens] is a veteran as well but still on active duty. It takes two or three years for a military person to regain their civilian mentality and is not something he [Mayor Owens] has done. Mayor Owens stated typically in the meetings they do not direct comments toward any councilmember. They are not having direct conversations, one on one. The message is to the council. He would be remiss if he did not say he retired from the Marine Corps fifteen years ago. Mr. Kolbie stated his dad served on the Council for 24 years and sat in a wheelchair. He never served under a mayor who was arrogant and egotistical. He thinks the Mayor came to Camilla with a silver tongue, letting everybody in town know he was for all the people – red, yellow, black and white. But you are not precious in his sight. That has not been the case because every time there is a tie it goes to the blacks, never to the whites. And if it went to the whites every time how would they feel. They can take that home and think about it. He hopes before they come to the Council meeting they will pray and ask God to guide their heart and not the Mayor. He feels like the people behind him [in the audi-

ence] voted for him [the Mayor] and he has let them down big time because the way the proceedings are currently taking place. He does not think the Mayor really cares about any of them at all and Camilla is a stepping stone for him to get to Atlanta, a political leeway. He hopes the Mayor is not listening to the left and not listening to Stacey.

Marie Dixon addressed the Mayor and Council and thanked Carl for his words of wisdom and stated it is a great place to start, loving your neighbor and the Golden Rule, you can't go wrong. She said she was disturbed last week and very uncomfortable with the Mayor's response to Councilwoman Tucker. She represents District 2 and when she comes she speaks for her constituents. Many of her constituents call her and email on a daily basis and she represents them. It may not be a personal thing toward anyone on the Council that she speaks out but she is speaking on behalf of many of them there tonight. There is a rumor going around perhaps she is going to be disciplined and she hopes that does not happen. If they shut down the voice of Councilwoman Tucker they are shutting down the voice of every person in District 2. She thanked them for considering her words.

Scarlett Wimberly addressed the Mayor and Council and stated she lives in District 1. She has listened and we are in the 21st century. She has been a resident in the city of Camilla for 47 years and for 47 years she has watched the City of Camilla not do things for District 1. It is sad they are here and don't see a division. She commends the councilmen who have been voted in by the citizens of Camilla. She commends the Mayor who was voted in by the citizens of Camilla. When the Mayor first came here they did not see eye to eye. She said to the citizens as long as he is here to do what is right for all the citizens of Camilla her personal opinion of him or anyone on the Council does not matter. It is about the citizens of Camilla and they don't even have good grocery stores in Camilla. At Hendricks and Hays it is eighteen cents on the dollar. Ten percent surplus and eight cents state tax and they want to sit there and argue he is voting with the blacks or he is not voting for the whites. She commends every councilmember who gets up there and brings items to the table for the betterment for the citizens of Camilla. It is not a black or white thing and this is the 21st century and slavery is gone bye. There is equal opportunity for all but it has not been that way in Camilla for years. It is a new day Camilla, a new day southside, a new day District 1, and a new day District 2. They need to worry about getting businesses in Camilla that will be for the betterment of the citizens of Camilla and stop all the personal agendas and one-on-one things with everyone because it will not work. They need grocery stores and apparel stores and they need things that will be better for Camilla, for everybody. She commends the Mayor and Council for doing what is best for all the citizens of Camilla.

Cherinda Spicer stated she stood before them last week and she commends the Council as well, not based upon racial lines, but on having the right heart. She thanked them for making Camilla better where everyone has an opinion. For the past few years she and her husband have observed the positive transformation and projects in the city of Camilla. As a result they have felt compelled to become more involved on a large scale and invest in Camilla by purchasing land in order to bring businesses here. The City declared all property they purchased at 400 Highway 19 to be dilapidated and no value. The property when purchased was grossly neglected prior to their purchase including a leaking and collapsing ceiling, overgrown trees, grass, bushes and vines. If anyone has passed by in the last few weeks they can see very clear they are heading in a direct-

ion to help make Camilla better for everyone. They have initiated improvements by clearing the property and in a short time the community has expressed how much better the property looks. It is their great pride they have been able to put all resources together and know the property has already enhanced the beautification of the city of Camilla. In order to continue to move the project in the right direction they are asking for financial assistance from the City of Camilla through a grant program they talked about last week. This week she has brought a plan and a project estimate and the financial resources they need to move forward. From there they will begin construction. She stated this is nothing out of the norm and was done for Southfork to assist them on November 8, 2020. All she is asking for is help to move in a positive direction to help Camilla.

Mayor Owens stated just a few months ago a majority of Council decided for citizens to come and speak everything said today, in the past it had to be put on paper three days ahead of time. If they felt it today they would have to wait to October to say it. But they got rid of it and the reason they got rid of it is because of the things they heard tonight. They are encouraged to continue challenging their government and come out to speak their mind to their government. They are welcome to come anytime.

PUBLIC HEARING – 2022 MILLAGE RATE

City Manager Stroud stated Resolution No. 2022-09-12-1 was to set the 2022 millage rate and read the Resolution for the record. Mayor Owens commented the Council has decided to keep the millage rate where it was. He opened the public hearing for statements from the public regarding the 2022 millage rate. There being no comments the public hearing was closed.

ACTION ITEMS

RESOLUTION NO. 2022-09-12-1 – 2022 MILLAGE RATE

The Mayor and Council reviewed the current 2022 tax digest and 5-year history of levy. The digest and history of levy was published in the August 31, 2022 edition of the Mitchell County Enterprise-Journal and posted on the City's website. The City Council approves setting the millage rate at 7.245 mills for 2022 by approval of Resolution No. 2022-09-12-1 and authorizes the Mayor to sign. A motion was made by Councilman Palmer and seconded by Councilmember Tucker. The motion passed by a unanimous vote.

TAX COMMISSIONER CONTRACT

The Mayor and Council reviewed a contract between the City of Camilla, the Mitchell County Board of Commissioners, and the Mitchell County Tax Commissioner for collection of City ad valorem property taxes. The City shall remit upon contract approval \$2,964.50 to Brian Brock and \$2,964.50 to the Mitchell County Board of Commissioners for 2022 ad valorem tax collection services. The City Council recommends approval of the contract and authorizes the Mayor to sign. A motion was made by Councilman Palmer and seconded by Councilman Pollard. City Attorney Coleman commented the contract would also need to be signed by the Chairman of the Board of Commissioners. The motion passed by a unanimous vote.

MITCHELL-BAKER SERVICE CENTER – ARPA FUND ALLOCATION

The Mitchell-Baker Service Center located in Camilla has a major impact on the quality of life in our community. The Mayor and Council discussed and recommends approval to grant \$5,000 from American Rescue Plan Act funds to the Mitchell-Baker Service Center to assist in their delivery of programs and activities at the center. A motion was made by Councilman Palmer and seconded by Councilman Burley to approve use of ARPA funds in the amount of \$5,000 for the Mitchell-Baker Service Center. The motion passed by a unanimous vote.

EXTENSION OF UTILITY ASSISTANCE PROGRAM

The Mayor and Council discussed the success of the Utility Assistance Program initially established May 9, 2022 to assist City of Camilla customers with financial relief for utility bills. The Council recommends extending the program and approval to allocate an additional \$10,000 from American Rescue Plan Act funds and include an administrative fee not to exceed 5% of the grant and distribute as follows:

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

A motion was made by Councilman Palmer and seconded by Councilman Morgan. Mayor Owens recognized Jessica Jennings from Family Connections and stated she administered the program for the past few months. They will be using another non-profit to help out and felt it would be helpful for her to give them a brief overview of the results of the program. Mrs. Jennings stated they started the program in July and since that time have spent \$8,480.53. They have a remaining balance of \$1,519.47 and assisted 49 households with utility assistance. In addition to the utilities, they assisted four families from their community supply closet, two families received a copy of their resource guide, one family received books for their children, and two families received school supplies. Out of the funds about \$250 remains for regular households and the remainder is for senior citizens. It is anticipated this week or next week will be the last (of the funds available). They have people coming in weekly doing applications for the funds. Councilman Morgan asked Mrs. Jennings to repeat the amounts remaining and how citizens can contact her for the remaining funds. She replied they can call her at 229-854-2517. They have received quite a few calls and the funds are pretty much spoken for based on the waiting list. Sometimes families do not show up for the appointment and they move to the next one on the list if they cannot make contact with the family. Mayor Owens commented that Jessica has agreed that once they find a partner to administer the program she is there to help train to keep the program going. Mrs. Jennings stated they will share documents and names so there is not any duplication of funds. At the board meeting in August her Board of Directors voted not to continue with the utility assistance other than to continue with their current obligations. It has nothing to do with the City specifically and historically is not a program they administered or been involved with in the past and got involved with it because of Covid. Mayor Owens stated he appreciated them and Councilmember Tucker thanked her for the fine work she does at Family Connections and assisting us with this program, along with her collaborative partners. Jessica thanked them for the opportunity to help families get additional services. Mayor Owens commented he wanted to point out the last point Jessica made was the biggest one. Because of the leadership and compassion of the majority of the Council in allocating these

EXTENSION OF UTILITY ASSISTANCE PROGRAM (cont.)

funds Jessica was able to identify families who were able to benefit from wraparound services. Because this program was in place other needs of families were identified when they came in. This is what this is designed to do and they are incredibly grateful for that. The motion passed by a unanimous vote.

MEMORANDUM OF UNDERSTANDING – CAMILLA YOUTH EMPLOYMENT PROGRAM

The Mayor and Council discussed a Memorandum of Understanding (M.O.U.) for the Camilla Youth Employment Program. The Boys and Girls Club will partner with the City to administer the program which will run from October 1, 2022 through March 31, 2023. This program is available to all youth residing in the corporate limits of Camilla between the ages of 14 and 19. The Council recommends approval of the M.O.U. with the Boys and Girls Club. A motion was made by Councilman Palmer and seconded by Councilman Morgan. Mayor Owens commented the Council has the M.O.U. and got the blanket information at the work session which has been transferred to proper form. City Attorney Coleman commented the Council will need to determine when the contract will start. Mayor Owens stated he recommends the stipulation is the contract will start and become effective on October 1, 2022 and is a six-month program. Councilmember Tucker commented this is for youth ages 14 to 19 in the city of Camilla but the work can be extended to any non-profit in Mitchell county. They do not have Mitchell county in there and Councilman Morgan thought it could be regulated through the Boys and Girls Club who could explain it to the applicant. She is fine either way. In Section 8 it talks about the Club having the indemnification and hold harmless and asked the attorney if they needed any type of document that would be a liability waiver for the child and parent to sign. City Attorney Coleman read from the M.O.U. addressing this item. Mayor Owens stated that is all part of the administrative side of the house and the Boys and Girls Club would be handling. One of the reasons they are talking about Mitchell county is the whole idea is to ensure the teenagers that live in the corporate city limits of Camilla and working in the county can get to the job. This is being funded with ARPA and every city receives its own amount of ARPA and why they are keeping it condensed to the city of Camilla and Mitchell county. If they know of a non-profit that needs help from time to time over the next six months have them reach out to the Boys and Girls Club. Councilman Palmer commented he hopes the City is held harmless also in this agreement. City Attorney Coleman responded the insurance clause will cover it. The motion passed by a unanimous vote.

CAMILLA YOUTH COUNCIL APPLICATION

The Mayor and Council discussed the application required to be submitted for participation in the Camilla Youth Council. The Council recommends approval of the application and to open the 2022-2023 application cycle upon approval. Deadline for interested participants to return the application is October 14, 2022 at 5:00 p.m. A motion was made by Councilman Pollard and seconded by Councilman Burley. Councilmember Tucker commented her vote will be no because of the unwillingness to allow citizens within the city limits of Camilla that might attend school elsewhere. She had a great number of phone calls in opposition of this. Councilman Pal-

CAMILLA YOUTH COUNCIL APPLICATION (cont.)

mer stated his vote will be no and his opposition is the same as when it first appeared and should include all students that live in Camilla that may or may attend school outside the city limits. This is restrictive and his vote will also be no. Voting in favor of the motion: Councilmen Burley, Morgan, and Pollard. Voting in opposition: Councilmen Collins and Palmer and Councilmember Tucker. Mayor Owens broke the tie with a yes vote and the motion passed 4-3.

APPOINTMENT - MUNICIPAL ELECTION SUPERINTENDENT

Mayor Owens stated he wanted to open nominations for the Municipal Election Superintendent for the City of Camilla. Councilman Burley nominated Cheryl Ford. There were no other nominations and a motion was made by Councilman Burley and seconded by Councilman Pollard to close the nominations and passed by a unanimous vote. The motion to appoint Cheryl Ford as Municipal Election Superintendent at the vote passed by a 4-2 vote with Councilmember Tucker and Councilman Palmer voting no.

MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA (MEAG) DOCUMENTS

City Manager Stroud stated he had two documents from MEAG. One is an authorization agreement asking the City what they would like them to do with our excess power and permission to market it. The second document is basically the same and by execution of the agreement we authorize MEAG to market to other cities we have excess power. He is aking for Council authorization for the Mayor to sign so MEAG can market our excess power. Mayor Owens commented, for some, it is probably the first time they have seen these documents. Previously this was done administratively and when City Manager Stroud got the documents he shared with him and agreed it was time for the Council to get involved, especially when selling excess energy. Mayor Owens asked for a motion to authorize the Mayor to sign the documents. A motion was made by Councilman Morgan and seconded by Councilman Pollard. Councilman Morgan asked what it looked like and what impact it would have on our system when our excess power is potentially sold. City Manager Stroud replied he learned from MEAG not only do we have enough power for our city and potential growth with no impact to our citizens, the excess power will generate income and will be positive. Attorney Coleman stated we subscribe to so much power per year that we sell to our citizens. MEAG has a program that allows cities to sell excess power. Councilman Palmer commented it is a significant addition to our income particularly with the price of power now. Councilmember Tucker asked the city manager if what he was proposing is what we have done in the past and not making changes. City Manager Stroud replied there is no difference. Mayor Owens commented the only difference is this has been happening anyway and they are now being included in process. It is important they know exactly what they are doing and getting their authorization for it. Councilman Pollard thanked them for including the Council and it speaks to the citizens as well as for concerned citizens about our power and how we pay for power and sell it. It is a significant gain for Camilla and each year we buy excess power we can sell that will impact Camilla in a positive manner. For those worried about utility prices going up and spending from the trust, this adds to that and is a level of insurance they are headed in a great direction. He will be in agreement and will be voting for it. Councilman Collins asked if we paid a flat price or if it is based on supply and

MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA (MEAG) DOCUMENTS (cont.)

demand. Mayor Owens commented the first document is market driven and the second document has a specific price associated with it. Councilman Collins asked how much we pay for the power. Mayor Owens commented 80% of our price is fixed and 20% variable and important for the people to know. Regardless of how much energy is used at home, 80% of the bill is fixed. The motion passed by a unanimous vote.

YORK & ASSOCIATES - CONTRACT/AGREEMENT FOR SERVICES

City Manager Stroud stated we have multiple projects going on at the same time and more on the horizon. He met with York & Associates and looked at their credentials and asks for Council to approve the Mayor to sign and allow this company to help us. They have the ability to move quickly and they have looked at some of the projects. A motion was made by Councilman Pollard and seconded by Councilman Burley to authorize the Mayor to sign a contract with York & Associates as part of the supplemental engineering resources for the city manager. Councilmember Tucker stated she is not familiar with York & Associates and if the services being asked for is something Still Waters could provide. City Manager Stroud replied he is not saying they can't because they are a bona fide engineering company as well but this firm has the ability to move fairly quickly for some of the smaller projects he is asking them do. Typically Still Waters does more of the larger projects and this firm can knock out some of the smaller projects. Mayor Owens commented going forward he thinks that most of the citizens can see what is happening in the city. They are working in multiple theaters and trying to get train tracks that have been neglected for decades fixed, drainage issues in some of the communities finally fixed, roads that should have been paved years ago finally fixed, trying to get landscaping and lighting for the new gateway signs. There is so much happening right now in the city and if they haven't noticed we are going to make sure you have a better understanding of what is happening in this town. There is a lot going on. Just this year, since February, nearly six million dollars in progress has been allocated, the most significant investment in our city in decades. We can't do that with one engineering firm and why the city manager wisely, considering these are the directives of a majority of the Council, needs help to get that done. He hopes tonight a majority of the Council can see the need for this type of resource and support. The motion passed by a 5-1 vote with Councilman Palmer voting no.

FY 2021 BUDGET AMENDMENT (EXHIBIT A)

Mayor Owens commented last month they had this item and after having another look the auditor revised the numbers. He is referencing Resolution No. 2022-08-24-1 which is already in place. What is being asked is for Exhibit A to be changed and the number has been revised up from information Council was given in February. The new number to balance our budget from last year is \$423,900. A motion was made by Councilman Pollard and seconded by Councilman Burley to approve Exhibit A. Councilmember Tucker stated she is on the record being in opposition to the language of the budget amendment and will be voting no again with respect to bringing all the comments about Tyson into a budget amendment rather than just amending the budget, which she could have supported. Mayor Owens thanked her for making that point and stated the language in the original resolution stays the same and is the opinion of a majority of the Council. The only change is Exhibit A. Voting in favor of the motion: Councilmen Burley,

FY 2021 BUDGET AMENDMENT (EXHIBIT A) (cont.)

Morgan, and Pollard. Voting in opposition: Councilmen Collins and Palmer and Councilmember Tucker. Mayor Owens broke the tie with a yes vote and the motion passed by a 4-3 vote.

COUNCIL CONSIDERATION: SEPTEMBER 6, 2022 MEETING CONDUCT

Mayor Owens stated as discussed, and to some degree in the speaker appearances, last week he mentioned to the Council and the public this week he would potentially be asking Council for action based off the conduct and remarks made by one of our councilmembers. As he mentioned and as illustrated in the resolution, it is encouraged that every citizen and councilmember have the right to say anything that pertains to what is discussed in the room and relevant to what is being discussed. Especially if it has to do with the business of Camilla and the floor is open to that. When they are sitting up there with the City seal behind them there is an opinion what they say matters. Last week they had a councilmember, for reason only they can answer, took the opportunity to name a business out of Albany, Georgia that does not have a business relationship with the City of Camilla. They only thing the business did was answer a request to provide a quote to justify a recommendation related to the budget. No contract, no promises of doing business, tell us how much you charge for your service. We also did that for two other business. Two responded and one followed up later. For whatever reason only one of the companies were identified as someone who would be considered to do business. It is his recollection that the response was 'this is the plan, the proposal'. But it did not stop there. The councilmember then went on to spell the company's name, but that was not enough. The councilmember then characterized the content of this business, but apparently that was not enough. A caution was given to the world on the City of Camilla's Facebook platform to not look at this company's product. We are living in a post-pandemic world where people are using their personal resources to start and maintain their businesses. Without any regard to this man and his family of what they may be going through, what they depend on to feed their children, to arbitrarily tell the public not to look at their product, in his opinion, was unfair and uncalled for. For that reason he is asking for a motion for Resolution No. 2022-09-12-2 which is expressing disagreement with the characterization of RZ Vizion, providing RZ Vizion will remain on the list of potential vendors of the City of Camilla, and repealing all resolutions in conflict herewith and for other purposes. A motion was made by Councilman Pollard and seconded by Councilman Burley. Councilman Collins commented he felt it was out of line to silence her and Councilman Palmer asked if the company name was an attachment in an email that went out with the Mayor's name on it. Mayor Owens stated yes and as he mentioned earlier it was one of two quotes that went out. There was nothing in his email that would suggest the general public should not consider their product. Councilman Morgan commented the resolution is expressing disagreement with the characterization of the business and what he is in agreement with. There was verbiage and language used by a councilmember that lacked cultural awareness. If that is the situation then it is a different conversation they can have as a Council to help each other gain a better understanding. The lack of cultural awareness cannot be said broadly from their seats as councilmembers. He is in disagreement with the characterization of this business by the councilmember. Councilman Pollard commented he echoes the Mayor Pro Tem. He disagrees to say this was a proposal given and the email was read aloud for everyone to hear. It was never a

COUNCIL CONSIDERATION: SEPTEMBER 6, 2022 MEETING CONDUCT (cont.)

proposal, was opinionated, and gave false information to citizens. He will move for the resolution to be effective. Councilman Burley commented as councilmembers they should take their job seriously. There is a time and place for everything. Sometimes when they speak out on certain things it may not be the time. Last week he was very disappointed at the back and forth with the councilwoman and Mayor. He expressed his feeling to both and things he did not agree with. He had a long conversation with the councilwoman and he expressed how he felt and still feels the same way. All of them have to be accountable for what they say and do and if the heat is there they have to let it go. It may not be the right time to say what they want to say. They have to be respectful to each councilmember. This not only applies to the councilwoman but to him as well. If he gets out of character, mistakenly says something that is not true, he cannot take it back. It stays with him. They have to learn to take accountability and expects the same thing from the Council to give to him. They have got to be accountable.

Councilmember Tucker stated the constitution guarantees that a government that is created by the people and for the people to execute the will of the people. During their last meeting she expressed her sentiments and they were consistent with her constituent's sentiments, the constituents she represents. She would be remiss not to voice the opinions that so many in the room expressed to her. Each of them as councilmembers has the right to state their opinion, just as the opinion of her was expressed. You have that right. Each councilmember should have that right to state an opinion without fear of action being taken. Each councilmember has legislative immunity under the Georgia law and cannot be restricted from speaking their opinion. Not allowing freedom of expressing opinions, as varied as they are in the room, not allowing the freedom to express opinions is a violation of her basic civil right. It is inherent to the legislative process of the city. Restraining a councilmember from speaking on behalf of constituents disenfranchises the voice of the people sitting in the room from District 2. Their voices are disenfranchised. She contends the spirit of a tempered, controlled debate, difference of opinion, and different views are fine. But the debate should not be stifled. After this occurred her first phone call was to the city attorney to let him know what happened and ask him to review. She also extended an offer for professional, certified mediation. As Mr. Carl Shiver said citizens of Camilla deserve civility by those sitting there. They have differences of opinion and the way they say words. When she says something was proposed but it was misconstrued as needing formal action from Council, that was not her intention. Her intention was to simply say everyone in the room got an email that said they were eliminating two positions and here is the recommendation. Just a difference of opinion and can be handled when they take a vote. They cannot stifle debates and wants to make sure she is very clear about the statement she made. She does not think any of the gentlemen would want to not allow her to express the opinions of those sitting there, violating her most basic first amendment right. Councilman Palmer stated he contends what Mrs. Tucker said is exactly correct. She was providing more information about the resolution and some had not looked at the companies and information they needed to make an intelligent decision and was more information and he appreciates it. That is what they are there for, to provide information so they all make the right decision. To call someone out for this is totally out of line. Councilmember Tucker stated they were not making the decision that night. What was

COUNCIL CONSIDERATION: SEPTEMBER 6, 2022 MEETING CONDUCT (cont.)

being made is they received an email with the recommendation where she used another word, proposed – very similar word, that the recommendation was to eliminate two positions and outsource. That was her contention – addressing and making, which she has made numerous times tonight, that she will be voting this way because it is her opinion and what the citizens of District 2 have expressed. It was not they were going to vote on outsourcing that night but eliminating a job and moving in that direction. Mayor Owens stated he was glad that point was made. The discussion at hand was the removal of a position from the City's position classification and pay plan. What that has to do with 'do not go and look at this company's product' and what those two things have to do with each other is the issue for him. For that reason he reached out to the city attorney to get the best course of what they are doing. What they are voting on is Resolution No. 2022-09-12-2 that is a resolution expressing disagreement. They are not restricting speech and important to point out. Mayor Owens read the resolution for the record. Councilmember Tucker stated in her conversation with Attorney Coleman he agreed with her comment about the best course of action - that mediation would serve as a course of action. They already have on the table the city manager is moving forward with planning a council retreat and something he personally expressed to her that he identified as a need for them to have a facilitated retreat. She wants both of those to be considered. It was her first conversation with Attorney Coleman that she does not see that this needs to go to disciplinary action or censure when she extended her hand to say let's do mediation. Voting in favor of the motion: Councilmen Burley, Morgan, and Pollard. Voting in opposition: Councilmen Collins and Palmer. Councilmember Tucker abstained from voting due to a conflict of interest and stated she should not vote on something that impacts her. Mayor Owens voted yes and the motion passed by a 4-2 vote.

CITY MANAGER'S REPORT

City Manager Stroud spoke on the strategic highlights and stated they met with Passero and Associates, the design firm working on the fuel farm at the Airport. They would like to come talk at the October 3rd work session. The take aways from the meeting was removal of the fuel tanks and environmental concerns, design of above ground fuel tanks, and everything we do is in the airport layout plan to ensure we can participate in grants. For financial highlights 43 cemetery spaces were sold and he is working on the procurement policy which needs updating and brought back to Council for approval. The comprehensive plan meeting is scheduled and will have a concept for what signage should look like. The Toombs Park chain link fencing is installed and the contractor is awaiting delivery for the decorative fencing. He has talked to the school about the College and Career Academy and the students are excited and ready to go. He has been in conversation with LRA Constructors to see what it will cost to construct restrooms at Toombs Park-Phase II. He looked at other cities with community resource officers who help control and monitor crime. The officers are trained but not certified and serve as the eyes and ears of law enforcement. They are dispatched in golf carts and/or trucks and have a radio. If they see or hear anything they call law enforcement officers. We have cameras almost everywhere but these officers are dispatched to the communities, parks, and hot spots as a deterrent to minimize crime in our city. Mayor Owens commented one of the biggest benefits for this type of program is

CITY MANAGER'S REPORT (cont.)

building relationships with the community. It is imperative they find creative ways to engage law enforcement with the community to ensure there are positive relationships happening. If we are really lucky some of the community resource officers will want to be police officers. He knows there is a whole lot of other stuff out there but we are doing big stuff in this town and he looks forward to sharing that with the public. Mayor Owens commented if the contractor is finished with basketball court fencing to have the construction signage removed so the kids can get back in there and play basketball. He stated the restrooms at the splash park is a similar design for Toombs Park. For downtown they talked about having mobile units for restrooms but the idea for Toombs Park is to have a more permanent fixture vs. temporary. City Manager Stroud stated he has been in constant contact with railroad representatives regarding the track repairs and they have had major hiccups on their rail lines. We are partnering with them to get the crossings at the railroads repaired quickly. Mayor Owens commented the airport consultant for the October work session will need a conversation in terms of the timing. Councilmember Tucker asked the city manager if he could provide some communities with five to six thousand population and what the community resources officers are doing in a community our size, not in a community the size of Albany, Valdosta, or Macon. City Manager Stroud commented he would get that to her. She stated when they get to making the final tweak to the budget and having to decide between two things, Chief Sullivan has said over and over he needs additional firefighters full-time and weighing that between the resource officers and firefighters. She knows it is a recurring theme about the need for three additional firefighters. Councilman Palmer asked how the positions would be funded and City Manager Stroud replied it would be funded in the police department. Mayor Owens commented Councilmember Tucker mentioned this as it relates to cities our size that are or are not using community resource officers. The reality is what we do know in a postpandemic world, especially in southwest Georgia, the crime rate is not decreasing, it is increasing or at the very least stable, trending upward. There is no appetite for a majority of Council to wait until the bottom falls out. Getting the folks in here to start the process to help make sure Camilla remains safe, as a deterrent, is the purpose. In terms of funding there has been \$1.2 million allocated in economic development for things like this. For a year this project is estimated to cost \$100k to \$150k. These are investments in our city so there will not be any competing monies related to the standardized budget and where he will be recommending to the Council the money to come from. City Manager Stroud commented the program is in the same vein as the youth council. Public services and safety are always saying they are short of skilled people. They are trying to create an internal pipeline so as the young people start here they become part of our workforce. The same is for the resource officers and as they train and get to know our public safety folks, they will want to become part of our police and fire. The idea is to create a pipeline so all of us can remain safe. Councilman Pollard commended Mr. Stroud for doing an extraordinary job and being proactive instead of waiting for things to happen. Councilman Morgan commented on the children's safety while standing at the bus stops and stated he would be coming back with a potential partnership with the Mitchell County School System to enhance their safety at bus stops.

MAYOR'S COMMENTS

Mayor Owens thanked everyone for their participation and coming to the meeting.

ADJOURNMENT

The meeting adjourned at 7:55 p.m. on motion by Councilman Pollard and a second by Councilman Morgan.

BY:

KELVIN M. OWENS, MAYOR

ATTEST

CHERYL FORD, *G*LERK

CITY OF CAMILLA, GEORGIA ~ SIGN-IN SHEET

	DATE: SEPT.	1 <u>д дода</u> _{тіме:}	6:0	0	A.M.	(X) P.M.	
	MEETING: COU	NCIL WORK SESSION		OTHER	R:		
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3	Vornie Hatcher	391 Rose, St					
4	Zerri Heard	4574 Sear Hane Kd					
5	Brud Heed	nD y					
6	Circle Bostick	5246 COA HWY 112					
7	Benita S. White	78 Wast Benef St	/				
8	Jagn Thomas	192 Marker	V				
9	Melanie Keny	2512 Wwygete Dr		V			
10	Susun late	Kley		V			
11	Julie Tucki	178 CouxDrine Camilla		V			
12	Simmy Kolbie	Mitchell Coi Citizen					
13	Khanett Williford	194NE 11:55+					
14	Darmi Camel	136 Breakers Carlle					
15	Jessica Jenning	64 Royal Oak/Dr.					
16	Manie Dixa	410 West new In		/			
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CITY OF CAMILLA, GEORGIA ~ SIGN-IN SHEET

DATE: SEPT. 12	2022 TIME:_		№ P.M.
	☐ WORK SESSION	OTHER:	
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	NAME	ADDRESS	NO	YES	TOPIC OF DISCUSSION
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CITY OF CAMILLA, GEORGIA RESOLUTION NO.: 2022-09-12-1

RESOLUTION TO SET AD VALOREM TAX FOR 2022 TAX DIGEST

WHEREAS, pursuant to O.C.G.A. 48-5-32, the millage rate for the ad valorem taxes for the 2022 tax digest was brought before the City Council at a meeting held on September 12, 2022; and

WHEREAS, all Notices have been given as required by law; and

WHEREAS, the 2021 millage rate was 7.245; and

WHEREAS, after full review of the tax rate and the needs for the City, the Mayor and Council find it appropriate to set the current millage rate at 7.245 mills.

UPON CONSIDERATION AND VOTE, the Mayor and Council hereby set the millage rate at 7.245 mills for the City ad valorem tax digest for the year 2022.

SO RESOLVED, this 12th day of September 2022.

CITY OF CAMILLA

Kelvin Owens, Mayor

ATTEST

Cheryl Ford, City Clerk

CONTRACT FOR SERVICES TO BILL AND COLLECT AD VALOREM PROPERTY TAXES

City of Camilla

Parcels- 2156

Fee per parcel \$2.75

Total \$5929.00

This contract is between the City of Camilla, Mitchell County Board of Commissioners and the Mitchell County Tax Commissioner. Either party may terminate this agreement by giving 90 days written notice to the other party. If notice of other party is given by either party during an active billing cycle in which the municipal taxes have already been applied to the county bills, then such termination will not occur until January 1st of the succeeding year.

Please remit payment upon receiving this contract

Please send \$ 2964.50 to Brian Brock P.O. Box 373 Camilla, Ga. 31730

Please send \$2964.50 to the Mitchell Co. Bd of Comm. 5201 US Hwy 19 S. Camilla, Ga. 31730

(SEAL)

COUNTY OF MITCHELL, GEORGIA

Attest:

MITCHELL COUNTY BOARD OF COMMISSIONERS

PRINTED NAME: Benjamin HAYWART

CAMILLA YOUTH EMPLOYMENT PROGRAM – INFORMATION FOR MEMORANDUM OF UNDERSTANDING

Boys & Girls Clubs of Mitchell County will partner with the City of Camilla to conduct a Camilla Youth Employment Program. The City of Camilla will solely sponsor the program. The program will run from October 1, 2022 – March 31, 2023. This program will be available to all youth ages 14-19 residing in Camilla's corporate city limits.

The City of Camilla agrees to:

• Provide all operating funds for the Camilla Youth Employment Program

The Boys & Girls Clubs of Mitchell County agrees to:

- Provide orientation for all youth and non-profits participating in the program
- Coordinate with organizations on youth work hours and job placement
- Collect all timesheets from organizations
- Manage payroll for all youth participants
- Be responsible for coordinating youth and program evaluations
- Ensure all non-profits comply with all State and Federal laws
- Ensure all organizations provide timely and adequate service to youth
- Provide additional on-site-job coaching as necessary
- Ensure that all youth participants are working in a healthy and safe environment
- Ensure all youth participants receive on-the-job training, workforce development, character building, and financial literacy training



CITY OF CAMILLA, GEORGIA YOUTH COUNCIL PROGRAM OVERVIEW (2022-2023)

The Purpose of the City of Camilla Youth Council is to provide opportunities to:

- Acquire greater knowledge and appreciation for the political system through active participation in local government.
- Learn how local municipal government works and how municipal services are provided.
- Provide a means by which the City's youth can be heard and share their perspective on issues affecting young people's lives in social, educational, recreational, cultural, and law enforcement areas.
- Assist the Mayor, City Council, and City staff in policy and decision-making, problem-solving, and accomplishing community goals.
- Provide leadership development and experience that will enable the youth to become productive citizens and leaders in the City of Camilla.

Meetings

- Meetings will be held twice a month on dates and times selected by the Youth Council during their initial Council Meeting in January 2023.
- A mandatory orientation training session will be held in December 2022.
- Additional meetings for committees, special projects, and miscellaneous events will be scheduled as necessary.



CITY OF CAMILLA, GEORGIA CAMILLA YOUTH COUNCIL STUDENT APPLICATION (2022-2023)

Deadline for Submission: October 14, 2022

To be considered, a student applicant must meet the following criteria:

- Submittal of this application filled out in its entirety by October 14, 2022.
- Submit two personal reference letters and the application no later than October 14, 2022.
- Be a resident of the City of Camilla and enrolled in a school or accredited Homeschool System within the corporate limits of the city of Camilla as a <u>sophomore</u>, <u>junior</u>, <u>or senior in 2022-2023</u>.
- Attend the <u>mandatory</u> December 2022 orientation training session when scheduled.
- Be eligible to participate in school sports and extracurricular activities, if applicable.
- Be able to think critically and articulate thoughts and ideas.
- Have an interest in learning about government and how it functions.
- Obtain parental or guardian permission and support.
- Incomplete application is automatically disqualified.
- Applications and additional documents must be delivered to the City Clerk no later than October 14, 2022 @ 5:00 pm.
- All sections of the application and required letters must be submitted together.

City of Camilla Youth Council Job Descriptions

Council Members: AT-LARGE Youth Council Members

AT-LARGE: Responsible for collaborating with all council members on projects and teen empowerment ideas.

ALL Youth Council members are responsible for working together on committees and service projects.

APPLICATION

AT-LARGE Youth Council Member

(Please print or type)	
Applicant's Name:	Age:
Street & Mailing Address:	
City, State, & Zip Code:	
Home Phone Number: Cell Number:	
Parent/Guardian Name:	
Parent/Guardian Phone Number:	
Parent/Guardian Email Address:	
Student Email address:	
D.O.B.:/	
Current Classification for 2022-2023: Sophomore Junior Senio	r
Current High School:	
GPA:	
Why are you interested in becoming a member of the City of Camilla Youth Co	
What programs, activities, or issues would you like to see addressed by the City Council?	y of Camilla Youth

What strengths could you contribute to the City of Camilla Youth Council?			
What are your extracurricular activities?			
List any involvement in community service or special projects:			
The City of Camilla Youth Council meets twice a month for approximately two (2) hours. Youth Council members will also be involved in a variety of community events and committee meetings.			
Based on the commitments you have already made for the upcoming school year, could you dedicate pproximately four (4) hours or more per month to the City of Camilla Youth Council? Yes No			
Do you foresee any conflict(s) with the schedule? Yes No If Yes, list conflict(s):			

Letter of Interest

A Letter of Interest must be included with your application. The document must be typed (Minimum of 400 words). This letter can explain why you're a great candidate for the youth council, what you hope to gain from the youth council, what you can contribute to the organization, and any new ideas/activities you would like the Youth Council to begin in the community. The letter must be attached to the submitted application.

PRINT	I,		, verify the information that I included on this
	app	lication is correct to the b	est of my knowledge. I am interested in serving my community on the City of elected, I will abide by all the rules and regulations the Mayor and Camilla
	City	y Council set forth.	
	Stu	dent Signature:	Date:
RINT	I		, the parent or guardian of
→			, grant permission to my son/daughter to serve on the City of Camilla
	You		mission for him/her to participate in all Youth Council activities. If selected,
			Date:
		erence must be from a tead	hip position on the City of Camilla Youth Council. One of the two letters of cher, counselor, or school administrator. List references below. Relation to applicant:
	1.	Name	Kelation to applicant.
		Phone #:	Email:
	2.	Name	Relation to applicant:
		Phone #:	Email:
			all (City Clerk) – 30 East Broad Street Camilla, GA 31730 or

scan all packet contents to cford@cityofcamilla.com.

If you have questions or concerns contact the City Clerk (Cheryl Ford) at 229-330-2325.

Thank you for your interest!

To: MEAG Power Participants

From: Roger Brand - Director of Bulk Power Roger Brand

Date: August 1, 2022

Subject: Annual Subscription for Supplemental Power

The annual subscription process for supplemental power supply is now underway and we are providing information for your review and consideration. Attached is your ten-year supplemental power supply estimates based on the latest load forecast and the Year 2022 Annual Subscription Form for Supplemental Power.

After reviewing this information, please nominate your supplemental power supply alternative and return to MEAG Power by October 1, 2022. In order to provide time to complete all transactions and agreements the following schedule has been established per the Supplemental Power Supply Policy:

- Release of information to Participants by Power Supply Aug 1
- Receipt of Authorization Agreement form to MEAG October 1
- Completion of Off-System purchase agreements Dec. 31
- Completion of Inter-Participant Transfers Jan. 15

Under the Supplemental Power Policy there are four alternatives. The first alternative (i) is for a Participant to acquire the necessary resources itself. The second alternative (ii) is for a Participant to acquire the necessary resources itself through an Inter-Participant Transfer (IPT) Agreement [or off system purchase power contract]. The third alternative (iii) is to subscribe to one or more of the power supply products identified in the attached Nomination Form in specific amounts. TEA has estimated the price ranges for these products and are subject to change. However, we are providing this to you as a benchmark to assist in your decision making process. The fourth alternative (iv) is for a Participant to nominate MEAG Power to act as its agent to acquire the necessary resources to fulfill its supplemental power supply requirements.

Please note that the Supplemental Power Supply Policy also specifies that if a Participant Authorization Agreement form is not received by the October 1 deadline or a Participant that has elected the Annual Self-Supply option does not meet the deadline for acquisition of its supply needs, MEAG Power will acquire the Supplemental Bulk Power Supply resources on behalf of the Participant.

The projections provided identify needs for both supplemental power and reserves. The supplemental power product reflects the value of capacity with energy priced at the hourly market, while the reserve capacity product is the capacity price only.

Participants who have excess capacity for supplemental supply and/or reserves may choose to offer the excess to deficit Participants at the rate specified in option five (v).

Please remember that each Participant is required to carry 15% capacity reserves. If the staff determines that a Participant is not carrying sufficient reserves, we have the responsibility to purchase reserves to fulfill the requirement. The costs would be allocated back to the Participants based on their shortfall of the reserve requirement.

Your regional manager will be in contact with you to discuss in more detail your particular power supply needs. If you have any questions about your nomination, please contact your regional manager, Tina Atchison at (770) 563-0586, or Curt Halstead at (770) 563-0396.

Supplemental Needs City of Camilla kW at Delivery Point

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Coincident Peak	27,006	27,075	27,131	27,183	27,235	27,288	27,341	27,396	27,450	27,505
Reserves	2,573	2,583	2,592	2,599	2,607	2,615	2,623	2,631	2,639	2,648
Requirements	29,579	29,658	29,723	29,783	29,842	29,903	29,964	30,027	30,090	30,152
Own Resources		-	-	_	_	_	_	_	-	_
Supplemental Purch	1-5	-	_	_	_	_	_		_	_
SEPA	5,925	5,925	5,925	5,925	5,925	5,925	5,925	5,925	5,925	5,925
Wansley CC	7,537	7,537	7,537	7,537	7,537	7,537	7,537	7,537	7,537	7,537
Wansley	-	-	-	-	-	-,557	-,557	-,557	7,557	7,557
Scherer	4,722	4,722	4,722	4,722	4,722	4,722	4,722	4,722	4,722	4,722
Hatch	4,465	4,465	4,465	4,465	4,465	4,465	4,465	4,465	4,465	4,465
Vogtle 1&2	6,578	6,578	6,578	6,578	6,578	6,578	6,578	6,578	6,578	6,578
Vogtle 3&4	2,554	5,107	5,107	5,107	5,107	5,107	5,107	5,107	5,107	5,107
Pineview	_	250	250	250	250	250	250	250	250	250
IPT/Other		-	-		_	-	-	-	_	-
Resources	31,781	34,584	34,584	34,584	34,584	34,584	34,584	34,584	34,584	34,584
Excess/(Deficit)	2,202	4,926	4,862	4,802	4,742	4 601	4.620	4.557	4.405	4 400
% Reserves	25.4%	38.3%				4,681	4,620	4,557	4,495	4,432
Deficit Reserve Capacity	23.4/0		37.9%	37.6%	37.3%	36.9%	36.6%	36.2%	35.9%	35.5%
Deficit Supplemental Capacity		_	_			_	-		-	-

AUTHORIZATION AGREEMENT

Year 2023 Annual Subscription Under Supplemental Power Supply Policy between

Municipal Electric Authority of Georgia and

CITY OF CAMILLA, GEORGIA

(Participant)

	ordance with the MEAG Supplemental Power Supply Policy, the Undersigned Participant elects to: (all Participants must elect one option and return)
(i)	(Opt-out) Acquire the necessary resources for its Supplemental Power Supply Requirements itself;
(ii)	(Annual Self Supply) acquires the necessary resources for its Supplemental Power Supply Requirements for the Power Supply year itself through an Inter-Participant Transfer (IPT) Agreement [or off system purchase power contract]:

(iii)	(Subscription) Subscribe to one or more of the power supply alternatives identified in
	the attached Nomination Form in specific amounts;

(iv)	(Agent) Designate MEAG as its agent	t to nominate and acquire any cor	nbination of
3) _150=	resources to optimize their Supplement	ntal Power Supply Requirements.	Please specify
	agency limitations if any,	;	

or (v) (v)

Nominate my excess capacity for supplemental at \$15.37/kW-Yr plus the hourly energy market price or for reserves at \$13.87/kW-Yr at DP. Supplemental will be allocated first, then any remaining amounts will be allocated to reserves. Please specify amount and limitations if any, _______.

By executing this Authorization Agreement, Participant understands that MEAG will aggregate all MEAG Participant nominations and attempt to contract for the total amount of Participant supplemental power supply requirements nominated under this Annual Subscription. Participant also understands that MEAG will purchase the capacity necessary to ensure that system planning reserve requirements are met and assign this capacity for one or more years to those Participants deemed capacity deficient. Participant agrees that these reserve capacity purchases may be made at "market" prices from other Participants.

Participant agrees to and accepts the above nomination, this \(\lambda\) day of SEPTEMBER, 2022.

Participant: CIN OF CAMILLA

y:____

Mayor or other authorized representative

AUTHORIZATION AGREEMENT ACKNOWLEDGEMENT OF INTEREST TO OFFER

The undersigned Participant agrees and acknowledges that, by execution of this agreement, the undersigned Participant authorizes MEAG Power to inform the other Participants that it is willing to consider offers for a portion of its resources that would serve as a supplemental resource for the other Participants for the 2023 Power Supply year.

Participant agrees to and accepts the above acknowledgement, this 10^{11} day of SEPT., 2022.

Participant: CITY OF CAMILLA

By: KELVIN QUENS, WAYOR Authorized Representative



September 2, 2022

Mr. Dennis Stroud City Manager City of Camilla P.O. Box 328 Camilla, Georgia

RE: Proposal for the

Gateway Signs Improvements on U.S. 19 and Storm Drainage Improvements on Thomas Street

Camilla, Ga

Dear Mr. Stroud:

Thank you for this exciting opportunity to provide the **City of Camilla** a proposal for engineering services for the two above-referenced improvement projects, the Gateway Signs project, and the Thomas Street Storm Drainage Improvements Project.

A. Gateway Signs Project

As we understand the Gateway signs project, the City of Camilla is having 2 welcome signs (or gateway signs) constructed within the Right-of-way of U.S. 19 Highway or an easement off the Right-of-way. One Gateway sign is located on the north City Limits and the second Gateway sign on the south City Limits. We understand that the signs are currently being constructed. The survey of the easement was performed by Wellston Associates Land Surveyors, LLC of Warner Robins, Ga the early part of this year. The construction of the signs has been approved and permitted by the GDOT. We also understand that the local EMC power company will be providing the lighting design plan and will install the lighting for the illumination of Gateway signs. The Gateway signs area will need landscape plans. Gateway South currently has domestic water available for irrigation connection. Gateway North does not have domestic water available.

B. Thomas Street Storm Drainage Improvements Project

As we understand the Storm drainage issue near the intersection of Thomas and Cochran streets, there has been flooding during heavy rainfall events from the upstream running toward the existing sewer pump station on Cochran Street and flooding the area around the 221 Thomas Street resident.

With our understanding of the above improvement projects, and our understanding of your request for proposal. York & Associates Engineering, Inc. is pleased to propose the following scope of services.



Scope of Services

A. Gateway Sign Improvements Project

- 1. Landscape plan for Southgate sign where domestic water is available.
- 2. Landscape plan on the Northgate with a drought-tolerant landscape theme.
- 3. Specifications and construction contract documents.
- 4. Bidding Assistance and recommendation of award.
- 5. Construction administration and monitoring.

B. Thomas Street Storm Drainage Improvements Project

- 1) Topographic surveying as needed for the design.
- Preparation of design, hydrology evaluation on the existing storm structures and pipe in front of the 221 Thomas Street, construction drawings, and construction details. Engineering plans for construction shall be to current civil engineering standards.
- 3) Technical specifications and bidding documents
- 4) Contract Administration, Bidding, and Construction Monitoring.
 - a. Administration of the construction bid process including advertisement and bidding procedures, bid openings and evaluations.
 - b. Post-award services, Notice to Proceed, including the reviewal of shop drawing submittal, warranties, insurance, and as-built drawings.
 - c. Construction services including monitoring the construction, review of payment requests as Owner's representative, change orders, and coordination with the construction contractor. Periodic construction review (at least one visit per week during regular hours) with documentation and photographs to assure proper execution of the work.
 - Construction close-out, final inspection, and coordination with the City as required.

C. Fees

Our fee for Part A services is \$1,600.0

Our fee for Part B services is \$5,400.0.



D. Specifically Excluded Services

Specifically excluded from this scope of services is boundary surveys, geotechnical investigation, construction staking, and wetland delineation. If needed, we will be glad to provide these services at our hourly rate. For Geotechnical investigation, we would work with a Geotechnical engineer.

We look forward to be of assistant to the City of Camilla on the above important improvement projects. If this proposal is acceptable to you, please sign below and return a copy to us as our notice to proceed. Attached and made part of this contract is Attachment A, our Standard Contract Conditions, and Attachment B, our Standard Hourly Rates.

If you have any questions, please do not hesitate to contact us via telephone at 229-248-0141 or via email at tyork@yorkassociates.net.

Sincerely,

YORK & ASSOCIATES ENGINEERING, INC.

Theresa P. York, P.E.

President

attachments

ACCEPTED:

City of Camilla

Printed Name: KELVIN M. OWENS

Title: MAYON

Date: SEPTEMBER 13, 2022

ATTACHMENT A

YORK & ASSOCIATES ENGINEERING, INC.

STANDARD CONTRACT CONDITIONS

The client and York & Associates Engineering, Inc. (hereafter called consultant) agree that the following provisions shall be part of their agreement:

- 1. It is agreed that the Client and Consultant each binds itself and themselves, its or their successors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement.
- 2. Neither the client nor consultant shall assign his interest in this agreement without written consent of the other.
- 3. In the event any provision of this agreement shall be held to be invalid and unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
- 4. This Agreement may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided, that no such termination may be effected unless the other party is given (a) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (b) an opportunity for consultation with the terminating party prior to termination. If the Client decides to terminate this Agreement, the Client shall reimburse the Consultant for all equipment, devices, and material installed at the Consultants cost.
- 5. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or a judicial forum.
- 6. The consulting services provided on this project will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No additional warranties are provided either express or implied unless agreed to in writing.
- 7. The Client agrees to limit the Consultant's liability on the project, including its agents and employees, due to the Consultant's negligent acts, errors or omissions, such that the total aggregate liability of the Consultant shall not exceed \$50,000 or the Consultant's total fee for services rendered on this project, whichever is less.
- 8. The Client agrees to indemnify and hold harmless the Consultant, its principals, employees and agents against any claims arising out of the project based in whole or in part by the conduct or actions of the Client. The Consultant agrees to indemnify and hold harmless the Client against the negligent acts of the Consultant to the extent provided above.
- 9. To the extent that the proposed services of the Consultant are for design which does not include construction phase services such as the review or site observation of the contractor's work or performance and the review of shop drawings, then the Client agrees to defend, indemnify and hold harmless the Consultant from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.
- 10. Consultant shall not be liable for any and all damages or any and all costs due to its delays in performance including, but not limited to, damages or costs resulting from both excusable and inexcusable delays by consultants, its agents, employees and independent contractors. Additionally, the consultant is not responsible for delay nor shall be responsible for damages or be in default or deemed to be in default by reason of lockouts, accidents, or acts of God: or the failure of client to furnish timely information or to approve or disapprove the consultant's work promptly; or delay or faulty performance by client, other contractors, or governmental agencies; or any other delays beyond consultant's control.
- 11. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedication, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits; and consultant shall only act as advisor in all governmental relations.
- 12. In the event that client institutes a suit against consultant because of any failure or alleged failure to perform, error, omission, or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if verdict is rendered for consultant, client agrees to pay consultant any and all costs of defense, including attorney's fees, expert witnesses' fees, and court costs, and any all other expenses of defense which may be needful, immediately following dismissal of the case or immediately upon judgement being rendered in behalf of consultant.
- 13. Should litigation be necessary to enforce any term or provision of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid to the prevailing party.
- 14. There are no understandings or agreements except as herein expressly stated.
- 15. All original papers, documents, files, and copies thereof, produced as a result of this contract, except documents which are required to be filed with public agencies, shall remain the property of the consultant and may be used by consultant without consent of client.

- 16. The terms and provisions of this agreement shall not be construed to alter, waive, or affect any lien or stop notice rights, which the consultant may have for the performance of services under this agreement.
- 17. The consultant makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and the consultant shall not be responsible for fluctuations in cost factors.
- 18. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.
- 19. Payment is due upon the presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½%) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.
- 20. In the event that the plans, specifications, and/or field work covered by this agreement are those required by various governmental agencies, and in the event that due to change of policy of said agencies after the date of this agreement additional office or field work is required, the said additional work shall be paid for by the client as extra work.
- 21. In the event that the utilities are incorrectly located or not located correctly by a utility owner and the design has to be modified due to the utility owner's negligence and additional work is required by the consultant, the additional work shall be paid for by the client as extra work.
- 22. In the event that any staking is destroyed by an act of God or parties other than the consultant, the cost of re-staking shall paid by client as extra work.
- 23. The client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, total company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
- 24. Should the Consultant provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations.
- 25. Specifically excluded from the Consultant's responsibility are the following:
- Actual, alleged or threatened pollution damages; that being damages caused by the release of solids, liquids or gases which cause environmental damages or require cleanup.
- Fines or penalties.
- Consultant's advice on bonds or insurance.
- Damages arising from handling or disposal of asbestos, asbestos containing materials, or hazardous waste in any of its various forms, as defined by the Environmental Protection Agency.

Rev. 02/01/19

ATTACHMENT B

STANDARD BILLING RATES YORK & ASSOCIATES ENGINEERING, INC.

- 1. All time spent by York & Associates Engineering, Inc. personnel that is directly related to the services shall be paid for as indicated herein. Such time related to the services shall include time spent for travel, conferences, correspondence, and reviewing client or vendor information.
- 2. Regular Rate Schedule:

Professional Engineer	\$145.00/hour
Project Manager	\$130.00/hour
Project Engineer	\$115.00/hour
Registered Land Surveyor	\$125.00/hour
Survey Crew	\$130.00/hour
Engineering Aide	\$80.00/hour
Sub-consultant	Actual Cost + 15%

- 3. Reimbursable expenses directly related to the services shall be paid for as follows:
 - Transportation, vehicle mileage, and living expenses shall be billed at cost plus 10% for all travel beyond a 50 mile radius from the York & Associates Engineering, Inc. office.
 - Long distance telephone, postage and overnight deliveries, audiovisual aids, reproduction services, binding, outside consultants or specialty services, license fees, and purchases made for the Client's account shall be billed at cost plus 15%.
- 4. All time spent by York & Associates Engineering, Inc. personnel related to the preparation for and provision of testimony as an expert witness for litigation shall be billed at rates equal to 2.0 times the Regular Rate.

CITY OF CAMILLA, GEORGIA RESOLUTION NO. 2022-08-24-1

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF CAMILLA FOR THE FISCAL YEAR ENDING 2021; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the City of Camilla adopted a budget to fund the delivery of services for the citizens of the City for the fiscal year beginning October 1, 2020; and

WHEREAS, during the course of the year expenditures were made for certain line items and categories of service in excess of the amount budgeted; and

WHEREAS, O.C.G.A. §36-81-3(b)(1) provides that each unit of a local government must adopt and operate under an annual balanced budget for the general fund, each special revenue fund, and each debt service fund; and

WHEREAS, O.C.G.A. §36-81-3(d) provides that adoption of a budget does not preclude a local government from amending its budget to provide and adapt for changing governmental needs; and

WHEREAS, O.C.G.A. §36-81-8 provides for an annual audit of local government finances which must be submitted to the Department of Community Affairs; and

WHEREAS, the submission of an audit showing an unbalanced budget by the City would produce an audit exception and potentially cause the Georgia Department of Audits to demand corrective action by the City which could include posting articles in the newspaper should the local government fail or refuse to take corrective action such refusal being a violation of state law; and

WHEREAS, during the course of the year, the City entered into an unapproved arrangement and later a written contract with Tyson Food Company to provide security at the processing plan located in the City of Camilla; and

WHEREAS, it was the intent of the contract that Tyson pay the full cost of providing this enhanced security by the City at the Tyson plant; and

WHEREAS, it is the strongly held belief of the Mayor and certain members of the City Council that the services rendered by the City of Camilla may not have been fully compensated by Tyson Foods; and

WHEREAS, it is the belief by a majority of the Council that the contract produced significant overtime expenses in the police department and created unapproved and consequently unexpected over expenditures for police services; and

WHEREAS, while a majority of the Council believes it necessary and proper to take appropriate steps to amend the budget so that it is balanced prior to submission of the audit, a majority of the Council disagree with the contract entered into between the City and Tyson; and

WHEREAS, notwithstanding the passage of this resolution amending the budget, it is the intent of the majority of the Council to conduct an independent financial audit and determine the exact cost of entering into this contract by the City of Camilla; and

WHEREAS, although a majority of the Council intend to transfer funds and amend the budget to cover the operating deficit in the police department, this act should not be construed as to approval of the administration of the Tyson Food contract; and

WHEREAS, this resolution is adopted with grave reservations on the part of the majority of the Council.

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

Section 1. The amendments to the City of Camilla's revenue and expenditures for the fiscal year ending September 30, 2021, attached hereto as Exhibit "A" are adopted and approved.

<u>Section 2.</u> A copy of this resolution shall be transmitted to auditors for the city of Camilla for the purpose of providing for a balanced budget to be audited and forwarded to the Georgia Department of Community Affairs and the Department of Audits.

Section 3. All resolutions or parts of resolutions in conflict herewith are repealed. SO RESOLVED, this 24TH day of AUGUST, 2022.

OF CAM	CITY OF CAMILLA
SEAL SEAL	By:
	Mayor, Kelvin Owens
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Councilmember	Councilmember)
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Councilmember	Councilmember
	Con B. Margan
Councilmember	Councilmember
	Attest: Charyl For
	Clerk, Cheryl Ford

Resolution No. 2022-08-24-1 Exhibit A (Revised: September £, 2022)

Revenue	Budget Increases	
TAVT – Motor Vehicle Tax	128,000	
Insurance Premium Tax	32,700	
Housing Authority: In Lieu	73,800	
GEMA/FEMA Reimbursement	25,600	
Reimbursement Damage Property	93,950	
Other Miscellaneous Repairs	20,100	
Building Permits	15,000	
Cemetery Fees	8,975	
Municipal Court Fees	14,000	
Municipal Court Cost	5,920	
Alcohol Beverage Tax	5,855	
	423,900	
Expenditures		
Finance Administration	144,200	
Legal	22,700	
Customer Service	93,000	
Police	121,000	
Fire	43,000	
	423,900	

Proposed Budget Amendments	Budget Increase	
Hotel/Motel Tax	3,000	
Economic Development	3,000	

CITY OF CAMILLA, GEORGIA

BY:

Kelvin Owens, Mayor

ATTEST:

Cheryl Ford, Clerk

APPROVED 09-12-2022

CITY OF CAMILLA, GEORGIA RESOLUTION NO. 2022-09-12-2

- A RESOLUTION EXPRESSING DISAGREEMENT WITH THE CHARACTERIZATION OF RZ VIZION; PROVIDING THAT RZ VIZION SHALL REMAIN ON THE LIST OF POTENTIAL VENDORS OF THE CITY OF CAMILLA; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.
- WHEREAS, it is the duty of the Mayor and members of the City Council to engage in debate and consideration of various issues before the Council; and
- WHEREAS, the Mayor and Council recognize that members of the Council have a right of expression of their position on any matter of debate before the Council; and
- WHEREAS, while members of the Council have the right to express their views on various matters, other members of the Council have an equal right to express their disagreement with the position taken by a member of the Council; and
- WHEREAS, debate over the procurement of communication services for the City of Camilla became particularly intense on the evening of September 6, 2022; and
- WHEREAS, the Mayor and Council acknowledge the right of Council members to express opinion regarding potential vendors for the City; and
- WHEREAS, the Council does find comments made about RZ Vizion to be unnecessary and inappropriate; and
- WHEREAS, certain members of the City Council wish to express their disagreement with the comments made by a member of the Council.
- **NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Camilla as follows:
- <u>Section 1.</u> The undersigned do hereby express their disagreement with the comments made by Council Member Tucker regarding RZ Vizion at the special called meeting of the Camilla City Council on September 6, 2022.
- <u>Section 2.</u> RZ Vizion shall remain under consideration as a vendor for communication services for the City of Camilla.
- Section 3. The Camilla City Council expresses its regrets that comments were made about products produced by RZ Vizion.
- <u>Section 4.</u> The undersigned do encourage the Mayor and all members of the Council to engage in free debate in a manner that diminishes conflict among members of the Council and the community.

Section 5. All resolutions or parts of resolutions in conflict herewith are repealed. SO RESOLVED, this 12th day of SEPTEMBER, 2022. CITY OF CAMILLA Mayor, Kelvin Owens Council Member Council Member Council Member By:_ Council Member By:____ Council Member By:____ Council Member

CEMETERY SPACES SOLD - REPORT - OAKVIEW CEMETERY 05/16/2022 - 06/02/2022

OWNER	BURIAL	SECTION	SIZE	COST	
RaeDawn Daniels	Brandon Lowery	Red Oak	5' x 10'	\$175.00	1
Charlie Marcus	Charles Marcus	Laurel Oak	5' x 10'	\$175.00	1
Zelda Collier	Derrick Collier	Live Oak	5' x 10'	\$175.00	1
Zelda Collier	Purchase in Advance	Live Oak	10' x 10'	\$350.00	2
		TOTAL SPACES SOLD	5	\$875.00	5

CEMETERY SPACES SOLD - REPORT - OAKVIEW CEMETERY

06/13/2022 - 08/30/2022

OWNER	BURIAL	SECTION	SIZE	COST
Annette & Benjamin Jones	Purchase in Advance	Third Addition	10' x 10'	\$350.00
Peggy Harris	Darryl Harris	Georgia Oak	5' x 10'	\$175.00
Don Thomas	Sandra Thomas	Georgia Oak	5' x 10'	\$175.00
Donna Johnson	Bruce Allen Johnson	Red Oak	10' x 10'	\$350.00
Hellen Ellington	Purchase in Advance	Post Oak	5' x 10'	\$175.00
Elease K. Knight	Purchase in Advance	Georgia Oak	5' x 10'	\$175.00
Annie Lee Thomas	Roy Reese	Live Oak	5' x 10'	\$175.00
Climmie & Emma Wimberly	Damian Wimberly	Laurel Oak	30' x 35'	\$3,150.00
Betty Watson	Corene Gervin Fulwood	Post Oak	5' x 10'	\$175.00
Annie Doris Williams	Boyise Tom Williams, Sr.	Georgia Oak	10' x 10'	\$350.00
Patricia Woods	Dontazius Laster	Laurel Oak	5' x 10'	\$175.00
Patricia Jones-English	Lashonda Davis	Water Oak	10' x 15'	\$525.00
Nakita Silas	Clifford Silas	Post Oak	5' x 10'	\$175.00
Eve Jones	Charles Jones	Water Oak	5' x 10'	\$175.00

TOTAL SPACES SOLD 39 \$6,300.00