

MINUTES
REGULAR MEETING OF THE MONTEZUMA CITY COUNCIL
January 16, 2024
Montezuma City Hall
408 S. Dooly St.
Montezuma, GA 31063

- CALL TO ORDER:** Mayor Nealie Johnson called the meeting to order at 6:00 PM.
- INVOCATION:** Attendees stood as Mayor Johnson led in prayer then said the “Pledge of Allegiance” in unison.
- PRESENT:** Mayor Nealie Johnson; Council Members: Cleveland Hobbs; Walter Felton, Howard Brown, Marie Tooks and Charles Ivey; City Attorney, Jon Coogle; City Manager, Mel Fulghom; City Administrator/Clerk, Jennifer McCarthy; Police Chief, Eric Finch; W/WW Plants Chief, Terry Cross; and Public Works/W&S Line Maintenance Chief, Lonnie Shaw
- ABSENT:** Mayor Pro Tempore Daniel Porter (Arrived 6:40 pm @ closing vote); Fire Chief, Roy Yoder; Special Projects Coordinator, Angie Peaster

SPECIAL ORDERS

Elect Mayor Pro-Tempore 2024

- Mayor opens nominations:** CM Brown nominated CM Hobbs.
CM Ivey nominated CM Felton. (CM Felton Declined)

No other nominations were submitted.

With a Single Accepted Nomination and no opposition:

Mr. Cleveland Hobbs is our newly elected Mayor Pro-Tempore 2025

CONSENT AGENDA

MOTION # 1: To accept all issues on the consent agenda, as follows:

To Approve minutes of council meeting of December 10, 2024, as received by all members.

To ratify phone poll of December 23, 2024. To award the Solid Waste Disposal Contract for services to low bidder GFL. GFL will service the City of Montezuma’s Residential Garbage Cart Pick-up and Commercial Garbage Cart Services beginning January 1, 2025 – December 31, 2029(A copy is attached to and made part of these minutes. Attachment #1)

To approve Resolution #736 to approve adding a membership of the Georgia Interlocal Risk Management Agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated. (For PTSD Program required by HB 451 effective January 1, 2025. Annual Premium: \$4,442.00 covers the following City Employees: Certified Police Officers, Certified Fire Fighters & Certified Volunteer Fire Fighters) (A copy is attached to and made part of these minutes. Attachment #2)

To approve Resolution #737 to approve GEFA Loan #7 DWLSL2023087 in the amount not to exceed \$200,000.00 (with \$180,000.00 principal forgiveness at an interest rate of 2.73% over a 20-year term) from the Drinking Water State Revolving Fund Administered by Georgia Environmental Finance Authority. (A copy is attached to and made part of these minutes. Attachment #3)

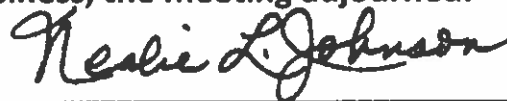
To approve work Authorization Contract with Holt Consulting Company for Design of 10-Unit T-Hanger Building at Dr. C.P. Savage Airport in the amount of \$134,700.00. This project will be funded with previously approved TIA funds.

To approve Ordinance #399 to amend section 92.279 and 94.328 of Article IV "Sewer and Sewer Use" of the Montezuma City Ordinance. (A copy is attached to and made part of these minutes. Attachment #4)

To Appoint Mrs. Sarah Turley as Montezuma's Representative to the Macon County Library Board to complete the remainder of Ms. Denise Colbert's 4-year term as Ms. Colbert stepped down in October 2024. (Term: October 1, 2023 through October 1, 2027).

MOTION BY: Mr. Hobbs
SECOND BY: Mr. Ivey
VOTE: UNANIMOUS, IN FAVOR OF

ADJOURN: With no further business, the meeting adjourned.



Neealie L. Johnson - Mayor



Jennifer McCarthy - City Administrator/Clerk

PHONE POLL OF MAYOR & COUNCIL

DATE OF POLL	23-Dec-24		
QUESTION:	<p>Phone Poll: To approve the GFL contract to service the City of Montezuma's Residential Garbage Cart Pick up and Commercial Garbage Cart services beginning January 1, 2025 - December 31, 2029.</p>		
VOTE	YES	NO	COMMENTS
Nealie Johnson	<u>✓</u>		
Marie Tooks	<u>✓</u>		
Charles Ivey	<u>✓</u>		
Howard Brown	<u>✓</u>		Called 12/23/24, 11:22 am. No answer, followed up with text. Vote received via text
Walter Felton	<u>✓</u>		Called 12/23/24, 11:20 am. No answer, followed up with text.
Cleveland Hobbs	<u>✓</u>		Called 12/23/24, 11:21 am. No answer. Vote received via returned call.
Daniel Porter	<u>✓</u>		Called 12/23/24, 11:40 am No answer, followed up with text. Vote received via text & returned call

**SOLID WASTE COLLECTION,
TRANSPORTATION AND DISPOSAL AGREEMENT**

This SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL AGREEMENT (this "Agreement") is made and entered into this the 13th day of December, 2024, by and between the City of Montezuma, Georgia, hereinafter referred to as "CUSTOMER" or the "City", and TransWaste Services, LLC dba GFL Environmental, hereinafter referred to as "CONTRACTOR"

WITNESSETH

WHEREAS, CUSTOMER is responsible for the collection and disposal of solid waste of its residents and businesses; and

WHEREAS, CONTRACTOR is in the business of solid waste collection and desires to provide such services to CUSTOMER; and

WHEREAS, CUSTOMER desires to engage CONTRACTOR to collect all residential and commercial solid waste from within its boundaries in accordance with the terms of this Agreement and applicable law, including, without limitation, the ordinances of the City of Montezuma and the State of Georgia.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term: This Agreement shall be binding on all parties for a period beginning on January 1, 2025 and ending on December 31, 2029 (the "Initial Term"); provided, however, that pursuant to the multi-year contractual provisions of O.C.G.A. 36-60-13(a), CUSTOMER may terminate this Agreement as of the end of any calendar year during the Initial Term by providing CONTRACTOR with written notice of termination not less than 90 days prior to the end of such calendar year. Following the Initial Term, this Agreement will automatically renew on a year-to-year basis thereafter (each a "Renewal Term") unless either party provides written notice of non-renewal not less than 90 days prior to the end of the Initial Term or the applicable Renewal Term. The Initial Term together with any Renewal Term (or in the event there is no Renewal Term) may be referred to as the "Term".

2. Services. During the Term, CUSTOMER hereby grants to CONTRACTOR the exclusive right for the collection and transportation of all residential and commercial solid waste in the City of Montezuma from the point of pickup to a solid waste disposal site as selected by CONTRACTOR as long as said facility has been permitted in accordance with applicable laws, rules and regulations for the disposal of solid waste (the "Services").

a) Residential Curbside Garbage Collection - Subject to Section 3 below, each residential unit will be provided with a 95 Gallon cart to be serviced on a once per week basis. Carts must be placed at the curb no later than 6:00 a.m. on the scheduled day of collection.

b) Side Door/Back Door Residential Garbage Collection. CONTRACTOR shall provide side door or back door waste collection to elderly or disabled residents as designated by CUSTOMER who are physically unable to place container at curbside on pickup day provided that there is no other owner or occupant of the residence physically capable of placing the cart at curbside and the owner or occupant provides an affidavit to CUSTOMER from a physician certifying the physical disability. In no event will side door to back door service be provided at a distance of more than 150 feet from the public roadway. In the event where side door or back door service is provided pursuant to this Section, the owner or occupant shall use the cart for storage of Acceptable Solid Waste but must place the Acceptable Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 30 pounds in weight.

c) Commercial Services. All commercial customers who require waste collection service will be provided by CONTRACTOR with either a 95-gallon cart or a front load type container of appropriate size and dimension for the specific volume generated. Commercial customers using a 95-gallon cart will be serviced on a weekly basis and those using a front-load container will be serviced up to five (5) days per week.

d) Roll-off Services. CONTRACTOR shall provide with required number of 30-yard roll-off containers, to be placed at the Spring Creek Lab Waste Water Facility for the transport of sludge to Taylor County Landfill on an as-needed-basis according to the City's sludge production schedule. The container will be removed and transported within one business day following notice from CUSTOMER. The provided roll-off container shall be maintained at all times in operational conditions, including wheels that operate as intended, with no leaks and/or significant odors.

e) Excluded Services. The services provided hereunder do not include collections related to disaster or extreme weather clean-up. In the event CUSTOMER is in need of such services, the parties agree to negotiate such services in good faith. If the parties are not able to come to agreement on such services within the timeframe needed by CUSTOMER, CUSTOMER may contract with another service provider for such services only.

3. Types of Waste; Title to Waste.

a) Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the collection, transportation and disposal of Acceptable Solid Waste, and only such Acceptable Solid Waste as is disposed of in a CONTRACTOR-provided, residential roll-out cart or a commercial type front-loading container, as applicable.

b) For purposes of this Agreement, "Acceptable Solid Waste" means mixed household and/or commercial solid waste that does not require special handling and that is permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that is not otherwise Unacceptable Waste.

c) For purposes of this Agreement, "Unacceptable Solid Waste" means:

(i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the disposal facility or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

d) The parties acknowledge that recyclable materials other than those dropped off by residents at the City's recycling drop-off sites are included in the definition of Acceptable Solid Waste and covered by the exclusive right granted to CONTRACTOR under this Agreement. In the event CUSTOMER desires at a future date to provide for curbside or expanded recycling services, CONTRACTOR and CUSTOMER will negotiate the terms of such service in good faith.

e) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.

4. Equipment: All equipment utilized is to be reliable and presentable during the performance of this Agreement, including backup equipment. Other than the gross negligence or

willful misconduct of the resident, CONTRACTOR shall be responsible for the maintenance and replacement of the carts. All carts shall remain the property of CONTRACTOR.

5. Schedule. CONTRACTOR shall operate on a schedule to ensure timely service. Services will not be provided on New Year's Day, Christmas Day, Thanksgiving Day, Labor Day, Independence Day, or Memorial Day. In the event that CUSTOMER service days fall on a designated holiday, then an alternate day will be chosen to ensure timely service.

6. Newly Developed and Annexed Areas: CONTRACTOR will, within thirty (30) days of notification by the CUSTOMER, provide the Services to newly developed and annexed areas. As new homes are constructed and occupied, CONTRACTOR shall provide Services on the first scheduled day of collection that falls after one week following notification thereof. CONTRACTOR shall be responsible for notifying CUSTOMER of all collection locations being serviced that do not appear on the billing register. Billing will be adjusted by CONTRACTOR as promptly as practicable following the addition of new or annexed homes including, to the extent necessary, adding any prior months' billings for such new or annexed homes that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.

7. Rates; Number of Units: Total compensation due to CONTRACTOR from CUSTOMER shall be set forth in Exhibit A incorporated by reference and made a part hereof on a per unit basis, subject to adjustment as set forth below (the "Service Fee"). Payment is due by the 10th day of the following month in which the invoice is submitted. The number of units for which CONTRACTOR will provide Services will be determined by CUSTOMER by use of tax, water meter or other utility records. Thereafter, the number of units to be serviced and billed will be reviewed and adjusted on a monthly basis to reflect the actual number of units serviced.

8. Adjustments:

a) The Service Fee will be increased annually every January 1st beginning January 1st, 2026 to reflect the lesser of (a) 2.5% or (b) the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. Town Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services.

b) A fuel surcharge will be added to the Service Fee, which shall increase by one (1%) for every eight cents (\$0.08) increase in the price of diesel fuel above the threshold price of \$ 3.50 per gallon. Calculations shall be made and become effective the first Monday of each month based upon the changes in the price of fuel as reported in the Energy Information Association Index of the On-Highway Diesel Fuel Prices, U.S., East Coast.

c) In addition, the Service Fee may be adjusted at any time upon 30 days' advance notice if such adjustments arise out of changes in direct operational costs related to provision of the Services over which CONTRACTOR has no control, including by way of example, but not limitation, such expense as landfill, or material processing, fees and governmental regulations. Increases in landfill tipping fees will result in an adjustment to the Service Fee by utilizing the

following calculation: average tons generated multiplied by the amount of landfill increase divided by number of households serviced.

9. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the Term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws. CONTRACTOR will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

10. Point of Contact: All dealings, contacts, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the City Manager or such individual's designee. CUSTOMER will direct all interaction related to this Agreement to the General Manager or such individual's designee.

11. Local Presence: CONTRACTOR will provide a local and/or toll free telephone number to its office for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m.

12. Notification of Customer and/or Residents: CONTRACTOR will notify CUSTOMER about service inquiry procedures, regulations and days of collection prior to the date Services begin under this Agreement. In addition, as and when requested by CUSTOMER, CONTRACTOR will notify the residents with respect to any changes in service day or other similar information. CUSTOMER will ensure that any resident phone numbers provided by CUSTOMER to CONTRACTOR will have been provided in compliance with the Telephone Consumer Protection Act with the consent of the resident to receiving phone calls related to the Services and will indemnify and hold CONTRACTOR harmless with respect thereto.

13. Breach; Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages.

14. Indemnification: CONTRACTOR agrees to indemnify and hold CUSTOMER harmless from and against any and all claims, liabilities, demands and causes of action arising out of CONTRACTOR'S negligence in performance of the Services or arising out of CONTRACTOR'S failure to comply with the provisions of this Agreement. Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to indemnify CUSTOMER with respect to any claims, liabilities, demands or causes of action arising in whole or in part out of the CUSTOMER'S negligence, willful misconduct or failure to comply with the provisions of this Agreement.

15. Force Majeure: CONTRACTOR shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.

16. Assignment: Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that CONTRACTOR may assign this Agreement to an affiliate of CONTRACTOR without the prior approval of CUSTOMER.

17. Insurance: CONTRACTOR shall be required to carry general liability insurance, workers compensation insurance and motor vehicle insurance as required by State laws as outlined below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
Employer Liability	\$100,000/\$500,000
General Liability	
Bodily Injury	\$500,000 each occurrence
Property Damage	\$1,000,000 aggregate
Automobile Liability	
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$3,000,000 each occurrence

Certificates of insurance shall be provided to CUSTOMER by CONTRACTOR

18. Dispute Resolution Any controversy or claim arising out of or related to this Agreement, or any transaction contemplated herein that cannot be amicably resolved shall be brought in a court of competent jurisdiction in Macon County, Georgia.

19. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:
 TransWaste Services, LLC
 2699 Cochran Industrial Blvd.

Douglasville, Georgia 30134
Attn.: GM and RVP
Telephone: (770) 577-3545
Facsimile: (770) 947-2561

With a copy to:

TransWaste Services, LLC
c/o GFL Environmental
1000 Social St, Suite 1100
Raleigh, NC 27609
Attn: Legal Dept.

If to CUSTOMER, to:

City of Montezuma
408 S. Dooly Street
Montezuma, GA 31063
Attn.: _____
Telephone: (478) 472-8144
Facsimile: _____

20. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the Services described herein.

21. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the City of Montezuma and TransWaste Services, LLC dba GFL Environmental, have executed this Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above.

The City of Montezuma

TransWaste Services, LLC

By: Mel Fulghom
Name: Mel Fulghom
Title: City Manager

By: _____
Name: _____
Title: _____

Attest: Jennifer McCarthy

Exhibit A

Monthly Rates

Once per week Residential Curbside Garbage Collection –

- \$14.95 per month per unit for one cart
- Additional \$10 per month for a second cart
- No additional charge for side door/back door that meets the requirements of the Agreement

Once per week Commercial Garbage Collection (Carts) –

- 14.95 per cart per month

Commercial Front End Load –

Contractor Owned	1x Week	2x Week	3x Week	4x Week	5x Week
Size					
4 yard	\$79.67	\$159.34	\$239.02	\$318.69	\$398.36
6 yard	\$119.51	\$239.02	\$358.52	\$478.03	\$597.54
8 yard	\$159.34	\$318.69	\$478.03	\$637.38	\$796.72

Roll-off Services for City of Montezuma’s sludge removal -

- \$275 per haul plus \$27.00/ton for disposal (or such higher rate as charged by the disposal facility)

The foregoing rates are subject to adjustment as set forth in the Agreement.

RESOLUTION #736

A RESOLUTION TO ADD MEMBERSHIP IN A FUND OF GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY (GIRMA)

WHEREAS, the Public Entity of the City of Montezuma located in Macon County, Georgia. "The City of Montezuma" is a current member of the Georgia Interlocal Risk Management Agency (hereafter GIRMA), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and

WHEREAS, the governing authority of The City of Montezuma is currently a member of a GIRMA Fund and desires to add membership in an additional GIRMA Fund; and

WHEREAS, the governing authority of The City of Montezuma has reviewed the Fund Election Form attached as Appendix A and finds that it is in the best interest of its residents for Public Entity to be a member of the Fund indicated on the Fund Election Form.


NOW THEREFORE BE IT RESOLVED by the governing authority of Public Entity:

1. The Mayor of The City of Montezuma is authorized to act on behalf of Public Entity to elect membership in the Fund identified in the Election Form attached as Appendix A by executing the Application and Participation Agreement for such GIRMA Fund.
2. The City Administrator of The City of Montezuma is designated as Public Entity's representative to GIRMA for purposes of Fund participation.
3. Public Entity may change its representative by making a written request to Georgia Municipal Association, Inc., the Program Administrator for GIRMA
4. This resolution shall be effective on the date of adoption.

Adopted this 14th day of January 2025.

The City of Montezuma, GA

By: 
Nalie L. Johnson, Mayor

Attest: 
Jennifer McCarthy, City Administrator



EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF MONTEZUMA

Loan Number: DWLSL2023087

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 14th day of January, 2025, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed \$200,000 from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

Trishia Johnson
(Signature of Person to Execute Documents)

Mayor
(Print Title)

Jenifer McCarthy
(Signature of Person to Attest Documents)

City
(Print Title)

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

Dated: 1/17/2025
(SEAL)

Jenifer McCarthy
Secretary/Clerk

Work Authorization No. 10
For
Airport Engineering Services
Between
CITY OF MONTEZUMA
And
HOLT CONSULTING COMPANY, LLC

Project Location: Dr. CP Savage, Sr. Airport Project Number: GA 1301-10

Project Name: 10-Unit T-Hangar Project – Design Phase Services

It is agreed to undertake the following work in accordance with the provisions of the Master Agreement for Professional Services dated April 12, 2023 between the **CITY OF MONTEZUMA** and **HOLT CONSULTING COMPANY, LLC**.

Scope of Services: This agreement will provide for design phase services for the construction of a new 10-Unit T-Hangar building at Dr. C.P. Savage Airport. Work elements and their description can be found in Attachment A of this agreement.

Method of Payment: For services rendered in accordance with Attachment B, the consultant shall be paid the amount of **One Hundred Thirty Four Thousand Seven Hundred Dollars and Zero Cents (\$134,700.00)** for the following contract Elements 1 through 4:

ELEMENT 1. PROJECT FORMULATION	\$ 5,000.00
ELEMENT 2. SURVEY WORK	\$ 2,500.00
ELEMENT 3. GEOTECHNICAL INVESTIGATION	\$ 6,100.00
ELEMENT 4. CONSTRUCTION PLANS	\$ 105,000.00
ELEMENT 5. CONTRACT DOCUMENTS	\$ 9,100.00
ELEMENT 6. COORDINATION, REVIEW AND COMMENTS	\$ 7,000.00

TOTAL WORK AUTHORIZATION NO. 10 AMOUNT:	\$ 134,700.00
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Agreed as to scope of services, time schedule, and budget:

 For: **HOLT CONSULTING COMPANY, LLC** For:  For: **CITY OF MONTEZUMA**

Date: 12/31/2024 Date: January 15, 2025

- Attachments: A – Scope of Work
B – Cost Summary
C – Subconsultant Proposals
D – Project Sketch

**Dr. CP Savage, Sr. Airport
Montezuma, Georgia**

ATTACHMENT A

**SCOPE OF WORK
DESIGN SERVICES**

10 UNIT T-HANGAR PROJECT

On behalf of the City of Montezuma, Holt Consulting Company will provide design phase services for the following project at the Dr. CP Savage, Sr. Airport:

- 10-Unit T-Hangar Project.

The City of Montezuma would like to construct T-Hangars to accommodate aircraft owners interested in relocating their aircraft to the airport. The City recently constructed a new terminal area apron on the east side of the runway with a designated location for a new set of nested T-Hangars.

The Scope of Work will be to prepare contract documents to construct the new 10-Unit T-Hangar within the provided footprint and tie into the newly constructed midfield apron.

These services will include the following elements of work:

- **Element 1 – Project Formulation** shall include the preparation of work scope, fees, and meeting with GDOT and Sponsor. Additional tasks in Element 1 include the preparation and submission of FAA 7460 and CSPP for regulatory agency coordination; the 7460 and CSPP will be provided to GDOT for review prior to submission to regulatory agencies.
- **Element 2 – Survey Work** Topographical survey is included as an allowance in this scope of work. The previous project's as-built survey will be primarily used for this project. The allowance is in case some additional information is needed by the design team once design begins.
- **Element 3 – Geotechnical Investigation** is included in this scope of work.
- **Element 4 – Construction Plans** will consist of the following plan sheets:
 - Cover Sheet
 - Summary of Quantities
 - General Notes
 - Project Layout
 - Safety & Phasing Plan
 - Safety & Phasing Plan Notes
 - Safety & Phasing Plan Details
 - Geometric Layout and Survey Controls
 - Typical Sections and Paving Details
 - Staking and Demolition Plans
 - Grading & Paving Plans
 - Paving Plans
 - Misc. Details
 - Utility Plans & Details
 - Architectural Plans & Details
 - Erosion Control Plans

- **Element 5 – Contract Document(s)** includes the Contract Documents and Federal Aviation Administration (FAA), Georgia Department of Transportation (GDOT), and AIA technical specifications as needed.
- **Element 6 - Coordination, Review and Comments** will include coordination with Owner and Stakeholders, a pre-final review meeting, and responses/documentation of the meeting

See Attachment B for man-hours and additional details.

Period of Services:

Design Phase services will begin immediately upon execution of this agreement by the OWNER and continue through completion. It is estimated the design duration is 120 calendar days.

Services required beyond the above estimated time frames due to delays in obtaining agency approvals, defective work by subcontractor, or to other causes beyond the CONSULTANT's control may require additional compensation with an amendment to this work authorization.

Basis of Compensation

Basic and Special Services: The Consultant's compensation for the work described herein shall be in the following not to exceed amounts.

Element 1 - Project Formulation	\$ 5,000.00
Element 2 - Survey Work	\$ 2,500.00
Element 3 - Geotechnical Investigation	\$ 6,100.00
Element 4 - Construction Plans	\$ 105,000.00
Element 5 - Contract Documents	\$ 9,100.00
Element 6 – Coordination, Review and Comments	\$ 7,000.00
Total	\$ 134,700.00

Exclusions: The following professional services are not included in this scope of work:

- Environmental – The midfield apron area where the project occurs is covered under the current Environmental Assessment (EA), which was Re-Evaluated in 2022.
- Bidding Phase Services
- Utility Design beyond the proposed tie-ins at Hwy 224. Water and Sewer mains are to be brought to the access road/Hwy 224 intersection under a separate project.

Attachment B

Cost Summary

ELEMENT 1. PROJECT FORMULATION

Labor Subtotal	\$	4,399.87
Direct Expenses	\$	600.13
Subconsultant Subtotal	\$	-
TOTAL	\$	5,000.00

ELEMENT 2. SURVEY WORK

Labor Subtotal	\$	457.89
Direct Expenses	\$	42.11
Subconsultant Subtotal	\$	2,000.00
TOTAL	\$	2,500.00

ELEMENT 3. GEOTECHNICAL INVESTIGATION

Labor Subtotal	\$	776.44
Direct Expenses	\$	23.56
Subconsultant Subtotal	\$	5,300.00
TOTAL	\$	6,100.00

ELEMENT 4. CONSTRUCTION PLANS

Labor Subtotal	\$	18,628.09
Direct Expenses	\$	691.91
Subconsultant Subtotal	\$	85,680.00
TOTAL	\$	105,000.00

ELEMENT 5. CONTRACT DOCUMENTS

Labor Subtotal	\$	9,051.91
Direct Expenses	\$	48.09
TOTAL	\$	9,100.00

ELEMENT 6. COORDINATION, REVIEW AND COMMENTS

Labor Subtotal	\$	5,090.04
Direct Expenses	\$	1,909.96
TOTAL	\$	7,000.00

ENGINEERING DESIGN TOTAL \$ 134,700.00

PROJECT FORMULATION

Element 1	Hourly Breakdown								Total Man Hours	Labor Cost
	Principal	Sr. Project Manager	Project Manager	Sr. Engineer	Engineer	Designer	Technican	Technical Assistant		
	\$ 97.00	\$ 97.00	\$ 77.00	\$ 69.00	\$ 51.00	\$ 48.00	\$ 38.00	\$ 32.00		
Coordination with Owner to Establish Design Criteria and Project Scope		2		2					4	\$ 332.00
Project Coordination		2		2					4	\$ 332.00
Submit 7460 to FAA		2		4		4			10	\$ 662.00
DIRECT LABOR TOTAL	0	6	0	8	0	4	0	0	18	\$ 1,326.00
DIRECT LABOR TIMES OVERHEAD RATE OF (201.65%)										\$ 2,673.88
TOTAL LABOR PLUS OVERHEAD										\$ 3,999.88
PROFIT (10%)										\$ 399.99

SUBCONSULTANTS											
N/A										0	\$ -
LABOR TOTAL	0	0	0	0	0	0	0	0	0	0	\$ -

DIRECT EXPENSES:										
Mileage	1	Trips	x	\$ 0.670	/ Mile	x	500	Miles / Trip	=	\$ 335.00
Lodging	1	Trips	x	\$ 150.00	/ Trip				=	\$ 150.00
Meals (Per Diem)	1	Trips	x	\$ 59.00	/Day				=	\$ 59.00
Miscellaneous Printing & Shipping										\$ 56.13
EXPENSE TOTAL										\$ 600.13

TOTAL COST **\$ 5,000.00**

ORDINANCE #399

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTEZUMA, GEORGIA TO AMEND SECTIONS 94.279 AND 94.328 OF ARTICLE IV "SEWER & SEWER USE" ORDINANCE

BE IT ORDAINED by the City Council of the City of Montezuma, Georgia and it is hereby ordained by authority of same that the Code OF Ordinances of the City of Montezuma, Georgia, be amended by deleting Sections 94-279(d)(1), 94-279(d)(3), 94-328(a)(1), (2), (3), and (4), and inserting New Sections, as follows,

Section 94.279(d)(1) Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the wastewater system of the operation of the wastewater system. Any waste streams with a closed cup flashpoint of less than one hundred forty (140) degrees Fahrenheit (60 degrees C) using the test methods specified in 40 CFR part 261.21. At no time shall two (2) successive readings on an explosion hazard meter at the point of discharge into the system (or any point in the system) be more than five (5) percent, nor any single reading be over ten (10) percent of the lower explosive limit (LEL) of the meter. Prohibited include the following example materials of concern, if present at flammable concentrations, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides and any other substances which Montezuma, state or EPA had notified the user, is a fire hazard or a hazard to the system.

Section 94-279(d)(3) Any wastewater having a pH less than 5.5 s.u. or greater than 10.0 s.u. or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment and/or personnel of the sewers or wastewater treatment plant.

Section 94-328(a)(1) A five-day, twenty degrees Celsius biochemical oxygen demand (BOD) concentration of five hundred (500) milligrams per liter (mg/L), which is also referred to as parts per million (ppm).

Section 94-328(a)(2) A total suspended solids (TSS) concentration of five hundred (500) mg/L

Section 94-328(a)(3) For wastewater discharging to a treatment plan where nitrification is required, a Total Kjeldahl Nitrogen (TKN) and/or ammonia (NH₃-N) of thirty (30) mg/L (separately or in combination).

Section 94-328(a)(4) For wastewater discharging to a treatment plant where phosphorous removal is required, phosphorous and/or phosphorous compounds (as P) of four (4) mg/L, which is consistent with the typical concentrations found in domestic/commercial wastewater.

SO ORDAINED, this 14th day of January, 2025 .

CITY OF MONTEZUMA, GEORGIA

By: Nealie L. Johnson
Nealie L. Johnson, Mayor

Attest: Jennifer McCarthy
Jennifer McCarthy – Clerk/Administrator