

**CITY OF CAMILLA, GEORGIA
RESOLUTION NO. 2023-06-12-2**

A RESOLUTION TO ESTABLISH THE CITY OF CAMILLA URBAN REDEVELOPMENT AGENCY FOR THE ADMINISTRATION AND IMPLEMENTATION OF THE CAMILLA URBAN REDEVELOPMENT PLAN; AND DELEGATE, EMPOWER AND AUTHORIZE SUCH AGENCY TO EXERCISE URBAN REDEVELOPMENT PROJECT POWERS AND TRANSACT ALL BUSINESS NECESSARY AND INCIDENTAL THERETO.

WHEREAS, the Mayor and Council of the City of Camilla, Georgia, find that the City of Camilla is authorized under the Urban Redevelopment Law (O.C.G.A. 36-61-1 and 36-61-19) to establish an urban redevelopment agency and undertake urban redevelopment projects, subject to the various requirements of said law, so long as the Mayor and Council of the City of Camilla, Georgia, have adopted a resolution declaring that one or more slum conditions exist and the rehabilitation or redevelopment is necessary to protect the public health, safety and public welfare of the county or city; and

WHEREAS, the Mayor and Council of the City of Camilla, Georgia, have adopted a finding of necessity declaring there exists within its corporate limits one or more urbanized or developed areas in which the structures, buildings and improvements, by reasons of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation or open spaces, and the existence of conditions which endanger life and property by fire and other causes, is conducive to ill health, transmission of disease, infant mortality, high unemployment, juvenile delinquency and crime and is detrimental to the public health, safety, morals and welfare as defined by Official Code of Georgia Annotated Section 36-61-5; and

WHEREAS, the Mayor and Council of the City of Camilla, Georgia, have adopted by resolution an Urban Redevelopment Plan for the City of Camilla, in accordance with the Urban Redevelopment Law; and

WHEREAS, the Mayor and Council of the City of Camilla, Georgia, are authorized per Official Code of Georgia Annotated Section 36-61-18 to designate an urban redevelopment agency and authorize it to transact business and exercise urban redevelopment project powers; and

WHEREAS, the Mayor and Council of the City of Camilla, Georgia, hereby finds that it is in the best interest of the City to create an urban redevelopment agency to transact business in furtherance of the administration and implementation of redevelopment activities associated with the City of Camilla's Urban Redevelopment Plan as per Official Code of Georgia Annotated Section 36-61-18 (a).

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of the City of Camilla, Georgia, hereby activates, creates and declares its official urban redevelopment agency to be known as the City of Camilla Urban Redevelopment Agency and further delegates to such agency the power to administer and implement the adopted Urban Redevelopment Plan and any subsequent amendments thereto.

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Camilla, Georgia, that the City of Camilla Urban Redevelopment Agency is hereby authorized and empowered to transact business and exercise all necessary and incidental urban redevelopment project powers as allowed by the laws of Georgia and the Urban Redevelopment Law (Official Code of Georgia Annotated Sections 36-61-1 and 36-61-19) as now exists and as may be hereafter amended.

BE IT FURTHER RESOLVED, as authorized by Official Code of Georgia Annotated Sections 36-61-18(b), the Mayor, by and with the advice and consent of Council, shall and does hereby appoint the following persons to serve as Board Members (or “Agency Commissioners”) of the City of Camilla Urban Redevelopment Agency with the following terms of office:

Name	Term of Office	Term Expiration
Kelvin Owens	06/12/2023	06/12/2024
Dewayne Burley	06/12/2023	06/12/2024
Ywarnetta Burns-Smith	06/12/2023	06/12/2024

BE IT FURTHER RESOLVED, as authorized by Official Code of Georgia Annotated Section 36-61-18(e), the Mayor shall and does hereby designate the chairman and vice-chairman from among persons appointed to the City of Camilla Urban Redevelopment Agency:

Chairman: Kelvin Owens

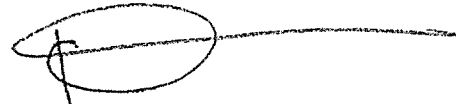
Vice-Chairman: Dewayne Burley

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Camilla, Georgia, that a Certificate of Appointment shall be executed by the Mayor reflecting the due and proper appointment of each such person appointed to the City of Camilla Urban Redevelopment Agency and that such certificate shall be filed with the City Clerk in accordance with Official Code of Georgia Annotated Section 36-61-18(c).

BE IT FINALLY RESOLVED by the Mayor and Council of the City of Camilla, Georgia, that the City of Camilla Urban Redevelopment Agency shall cause to be prepared by-laws setting forth the duties, terms and obligations of such members in accordance with the Urban Redevelopment Law.

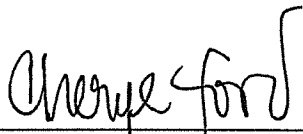
SO RESOLVED THIS 12th day of June, 2023.

CITY OF CAMILLA, GEORIGIA



KELVIN M. OWENS, MAYOR

ATTEST:



CHERYL FORD, CLERK

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CAMILLA, GEORGIA AND
THE CITY OF CAMILLA URBAN REDEVELOPMENT AGENCY**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into by and between the **CITY OF CAMILLA, GEORGIA** (hereinafter referred to as the "City"), and the **CITY OF CAMILLA URBAN REDEVELOPMENT AGENCY** (sometimes hereinafter referred to as the "Agency"), and collectively referred to as the "Parties".

WHEREAS, the City is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, Chapter 61 of Title 36 of the Official Code of Georgia Annotated, entitled the "Urban Redevelopment Law," as amended (the "Urban Redevelopment Law"), authorizes the City to designate an "Urban Redevelopment Area" as particularly defined in O.C.G.A. §36-61-2 (15); and

WHEREAS, on June 5, 2023, in conformity with the Urban Redevelopment Law, the City made findings declaring that one or more "pockets of blight" exist within its jurisdictional boundaries making it necessary to designate such "pockets of blight" an Urban Redevelopment Area appropriate for urban redevelopment projects; and

WHEREAS, on June 12, 2023, in conformity with the Urban Redevelopment Law, following the advertising of public notice and conducting of a public hearing, the City adopted an Urban Redevelopment Plan; and

WHEREAS, on June 12, 2023, in conformity with the Urban Redevelopment Law, following the adoption of the Urban Redevelopment Plan, pursuant to O.C.G.A. §36-61-17 (a), the City activated the City of Camilla Urban Redevelopment Agency (the "Agency") and elected to have such Agency exercise "urban redevelopment project powers" within the Urban Redevelopment Area; and

WHEREAS, as a result of the City's election and delegation, the City conferred and the Agency was vested with all such "urban redevelopment project powers" in the same manner as conferred upon the City, except as specifically limited by the Urban Redevelopment Law; and

WHEREAS, pursuant to the Urban Redevelopment Law, O.C.G.A. §36-61-19 (b), any public officer of the City may serve as a member of the City of Camilla Urban Redevelopment Agency; and

WHEREAS, pursuant to O.C.G.A. §36-61-18 (b), the Mayor, by and with the consent of City Council, appointed a Board of Commissioners ("Agency Commissioners" or "Board") authorized to govern the affairs of the Agency, transact the business of the Agency and exercise urban redevelopment project powers; and

WHEREAS, pursuant to O.C.G.A. §36-61-18 (e), the Mayor designated an Agency chairman and vice-chairman from amongst the duly appointed Agency Commissioners; and

WHEREAS, the Agency having been created pursuant to the provisions of the Urban Redevelopment Law and activated by resolution duly adopted by the City on June 12, 2023, exists and operates as a public body corporate and politic empowered to enter into contracts, to include intergovernmental agreements with any public body, in furtherance of the Agency's legal purpose and vested authority; and

WHEREAS, pursuant to Article IX, § III, ¶ I (a) of the Constitution of the State of Georgia of 1983, as amended, the City is authorized to contract with any public entity for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting Parties are authorized by law to undertake or provide; and

WHEREAS, pursuant to Article IX, § IV, ¶ II of the Constitution of the State of Georgia of 1983, as amended, the City is authorized to expend funds to perform any public service or public function as authorized by the Constitution or by general law; and

WHEREAS, the Urban Redevelopment Law, O.C.G.A. §36-61-3 (c) authorizes the City to expend public money for and provide financial support to the Agency; and

WHEREAS, the City desires to provide financial support to the Agency in exchange for the Agency exercising urban redevelopment project powers for and on behalf of the City in accordance with the Urban Redevelopment Plan; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to the Constitution and laws of the State of Georgia; and

NOW, THEREFORE, for and in consideration of the promises, mutual covenants, and agreements contained herein, the Parties do hereby covenant and agree as follows:

ARTICLE I: PURPOSE OF AGREEMENT

The purpose of this Agreement shall be to establish the parameters under which the Agency and the City operate for the joint and mutual purpose of fostering the redevelopment and revitalization of the Urban Redevelopment Area in accordance with the Urban Redevelopment Plan as now exists or as may be amended.

ARTICLE II: URBAN REDEVELOPMENT PROJECT POWERS AND ACTIVITIES

It is understood and agreed by the Parties that, by virtue of the City designating the Agency as the City's urban redevelopment agency, the Agency has all powers, rights, privileges, responsibilities and obligations afforded to it under the Urban Redevelopment Law. By such election, the Agency is authorized to exercise urban development project powers, subject only to those limitations expressly provided by the Urban Redevelopment Law.

ARTICLE III: FUNDING AND APPROPRIATIONS

In consideration of the undertakings and commitments made by the Agency in the exercise of its urban redevelopment project powers , the City shall allocate reasonable and appropriate funds to the Agency to enable it to fulfill its public purpose.

Section 3.1. Initial Appropriation. The City hereby covenants and agrees to appropriate and fund the Agency each fiscal year during the Term of this Agreement. The City does hereby allocate an initial appropriation to the Agency in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000), said funds to be paid exclusively from the City's MEAG (Municipal Electric Agency of Georgia) economic development fund. No further approval shall be required from the City regarding this initial appropriation to the Agency.

Section 3.2. Subsequent Annual Appropriations. For each subsequent annual budget period October 1 through September 30, the City covenants and agrees to include the Agency in its annual budget process in the same manner and time as City departments. The City shall provide adequate notice to the Agency to allow the Agency to participate in the budget process. The City shall budget and appropriate such funding as it deems prudent and necessary to the Agency and at the same time as other City departments are funded, Such funding shall be in addition to any amounts received by the Agency for services outside of this Agreement. The Parties agree to consult in good faith regarding the appropriate level of funding necessary to meet the obligations of the Agency.

Section 3.3. Additional Funding or Appropriations. In addition, from time to time during the term of this Agreement, the City shall, in its discretion, appropriate additional funds for use by the Agency in the implementation of the Urban Redevelopment Plan.

ARTICLE IV: AGENCY OPERATIONS

- a. The City expressly authorizes the Agency to utilize the City Hall (or such other City owned facility) for the Agency to conduct its public meetings and for other operational purposes at no cost or expense to the Agency. The City Clerk shall post notices of the Agency's public meeting and agendas, in accordance with the Georgia Open Meetings Act, at the meeting location and on the City website.
- b. The Agency shall have reasonable access to City staff and resources to conduct its operations. The City shall assign one staff member to function as the Agency's Clerk who shall be responsible for the maintenance of Agency minutes, records, contracts and other official documents.
- c. The City hereby covenants and agrees to provide or assign such other City staff ("Loaned Staff") to assist with the operations of the Agency along with the appropriate funding for any such persons. Unless mutually agreed in writing, the City shall retain sole responsibility for the payment of salaries, benefits (such as insurance and retirement costs), and other remuneration payable to each assigned staff member or Loaned Staff,

the costs and expenses (whether direct or indirect) which shall not be subtracted from the City's funding and appropriations in any applicable Fiscal Year.

- d. As authorized by the Urban Redevelopment Law, O.C.G.A. §36-61-18 (e), the Agency may, in its sole discretion, employ an executive director, technical experts, and such other agents and employees, including legal counsel as it may deem necessary or prudent in the exercise and fulfillment of transacting the business of the Agency. The Agency shall determine the qualifications, duties, and compensation for any such agents, experts and employees.
- e. The Agency agrees that the City's Financial Director shall serve as custodian of all liquid Agency assets and shall ensure that such assets are properly maintained in financial accounts that are opened in the name of the Agency.
- f. The Agency shall make bylaws and regulations for its governance, including the expenditure of funds. A copy of such bylaws shall be placed on file with the City Clerk and provided to the custodian of the Agency's liquid assets who shall be governed thereby in the expenditure or allocation of Agency assets.
- g. As required by the Urban Redevelopment Law, on or before March 31 of each year, the Agency shall complete a report of its activities for the preceding calendar year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expense as of the end of such calendar year. At the time of filing the report, the Agency shall publish in the legal organ public notice to that such report has been filed with the City and that the report is available for inspection during business hours in the office of the City Clerk and in the office of the Agency.
- h. The City Clerk shall process all open records requests pursuant to O.C.G.A. § 50-18-70 et seq., The City Clerk shall serve as the designated records custodian for open record requests for public records of the Agency. The City shall be authorized to charge and retain fees authorized by O.C.G.A. § 50-18-71, et. al.

ARTICLE V: DISPOSITION OF PROPERTY

Section 5.1 Acquisition of Property. Pursuant to the Urban Redevelopment Law, the Agency is authorized to acquire property within the Urban Redevelopment Area, real or personal, or interests therein, for redevelopment and economic development purposes and may in the exercise of urban redevelopment project powers, use or dispose of such property or interests, either through the City or directly with private parties.

Section 5.2 Disposition of Property. Pursuant to the Urban Redevelopment Law, the City is authorized to sell, lease, or otherwise transfer real property in an urban redevelopment area or any interest therein acquired by it and may enter into contracts with respect thereto, for residential, recreational, commercial, industrial, or other uses in accordance with the Urban Redevelopment Plan as it deems necessary or desirable to assist in preventing the development or spread of future pockets of blight or to otherwise fulfill the purposes set forth in the Urban

Redevelopment Law.

Section 5.3. Lease of City Property. In further consideration of the undertakings and commitments made by the Agency in the exercise of its urban redevelopment project powers and transacting business necessary and related thereto, the City deems it in the best interest of the citizens to lease to the Agency, certain real property within the Urban Redevelopment Area, specifically located at **69 Broad St W Camilla, Georgia 31730**. Said City-owned property, known as “Scores Sports Bar and Lounge” (“the Property”), was previously acquired by the City to serve as an economic growth driver in downtown Camilla. Consistent with the Urban Redevelopment Plan and in furtherance of the City’s original purpose and intent, the City deems it proper and necessary to lease the Property to the Agency for the express purpose of fostering economic development and revitalization in the Urban Redevelopment Area.

The Parties further agree and acknowledge that:

a. In consideration of the public benefits derived from the Agency’s use of said Property, the lease amount shall be \$1.00 annually.

b. The lease term shall be for a period of five (5) years, unless otherwise modified or terminated by mutual consent of the parties.

c. The Agency is authorized to manage, operate or facilitate the management or operation of Scores directly or through third party arrangements as in the sole discretion of the Agency.

d. The City, as owner, shall remain responsible for paying all costs related to the repair, rehabilitation, construction and improvement of the Property and all responsibilities with respect thereto, including without limiting the generality of the foregoing, ongoing maintenance, repair, insurance, security and all services and utilities required for the upkeep and revitalization of the Property.

e. The Agency shall pledge and convey all funds derived from the Property, not otherwise legally encumbered as a result of the management or operation of the Property, to the City. The Agency shall make all financial records available to the City Finance Director upon request to ensure the provisions of this section are fulfilled.

f. The Mayor is hereby directed and authorized by the City to execute all documents necessary to effectuate the purpose and intent of this conveyance.

ARTICLE VI: GENERAL PROVISIONS

a. **ASSIGNMENT.** This Agreement may not be assigned without the express written consent of the Parties.

b. **NOTICE.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States certified mail, return receipt requested, or statutory overnight delivery, at the addresses set forth below:

City of Camilla, Georgia
City Hall
Attention: City Manager

City of Camilla Urban Redevelopment Agency
City Hall
Attention: Chair

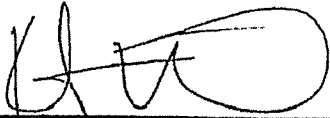
- c. STATE LAW TO APPLY. This contract shall be construed under and in accordance with the laws of the State of Georgia.
- d. PARTIES BOUND. The contract shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.
- e. SEVERABILITY. In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as is such invalid, illegal, or unenforceable provision had never been contained herein.
- f. TIME OF ESSENCE. Time is of the essence of this contract.
- g. AMENDMENT. This Agreement may not be modified, amended or terminated in whole or in part in any manner other than by an agreement in writing duly signed and appropriately approved by all parties hereto.
- h. HEADINGS. The headings for each paragraph or section of this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement for the purposes of interpreting any provision of said Agreement.
- i. COUNTERPARTS. This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.
- j. CONSTRUCTION OF AGREEMENT. This Agreement shall not be construed more strongly against any party regardless of which party is responsible for its preparation.
- k. DATES. If the final date of any time period or the date for the performance of any obligation hereunder falls upon a Saturday, Sunday, or a bank or government holiday under the laws of the State of Georgia, then the time of such period or the time for the performance of such obligation shall be extended to the next day which is not a Saturday, Sunday, or a bank or government holiday under the laws of the State of Georgia.

1. **EFFECTIVE DATE AND TERM OF AGREEMENT.** The Effective Date of this Agreement shall be the date on which the last party fully executed this Agreement, and the term of this Agreement shall extend for a period of five (5) years. Unless otherwise restrained or prohibited, the City may terminate this agreement with not less than five (5) affirmative votes of the governing authority; or the Agency may terminate this agreement by majority vote of the Agency; in either instance, the terminating party shall provide 30 days' written notice of such termination to the other party.

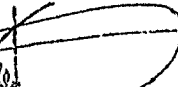
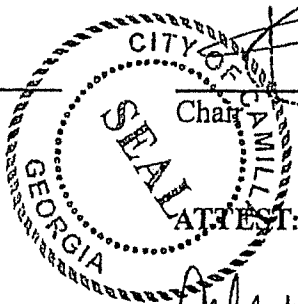
IN WITNESS WHEREOF, the City and the Agency as Parties hereto have caused this Agreement to be executed by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by the terms and provisions of this Agreement.

CITY OF CAMILLA, GEORGIA

**CITY OF CAMILLA URBAN
REDEVELOPMENT AGENCY**

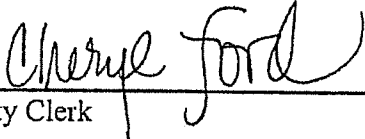


Mayor, City of Camilla

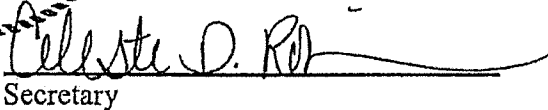


Chair

ATTEST:

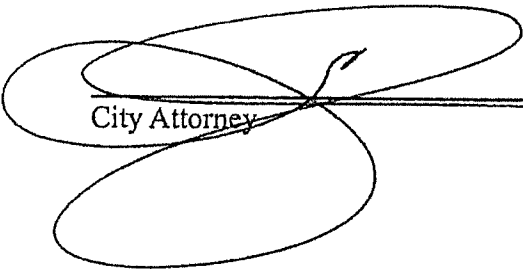


City Clerk



Secretary

APPROVED AS TO FORM:



City Attorney