

CITY OF WALNUT GROVE

April 11th 2024 6PM

1021 PARK STREET MUNICIPAL BUILDING
MAYOR AND COUNCIL

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. AGENDA APPROVAL

VI. CONSENT AGENDA

1. MINUTES

- March 14th, 2024
- March 25th, 2024
- March 28th, 2024

2. FINANCIALS

VII. COMMITTEE REPORTS

- School Involvement – Stephanie Moncrief
- DDA- Rachel Davis

VIII. PLANNING AND ZONING COMMISSION- Megan Ragan

IX. LIBRARY REPORT- DANA SEGER

X. PUBLIC COMMENT

XI. OLD BUSINESS

1. Emerald Cove
2. Audit 2023

XII. NEW BUSINESS

1. GEFA Loan/Sewer Expansion Discussion
2. Obligate ARPA Funds to the Wastewater Expansion Project
3. Authorize PPI to submit application to GEFA including all necessary updating to environmental documents.
4. GA CITIES Week Resolution

XIII. REPORTS

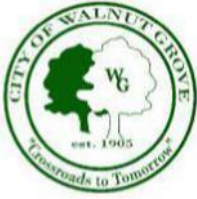
- 1. Public Works**
- 2. City Clerk**
- 3. Mayor**

XIV. TOWN HALL

XV. COUNCIL COMMENTS

XVI. EXECUTIVE SESSION – If necessary

XVII. ADJOURN



CITY OF WALNUT GROVE

March 14th, 2024 6PM
1021 PARK STREET MUNICIPAL BUILDING
MAYOR AND COUNCIL

- I. **CALL TO ORDER**- Meeting called to order by Mayor Stephanie Moncrief at 6:00pm
- II. **INVOCATION**- Invocation led by Tony Powell
- III. **PLEDGE OF ALLEGIANCE**- All participated
- IV. **ROLL CALL**- Stephanie Moncrief, Erica Miles, Maxine McClanahan, Rachel Davis, Linda Pilgrim, Kimberly Whitlow, Tony Powell
- V. **AGENDA APPROVAL**- Erica Miles made a motion to approve the agenda as is. Rachel Davis seconded the motion to approve the agenda as is. Discussion: Mayor Moncrief made a few changes: Under the Consent Agenda the minutes from March 7th, 2024 were added. The Old Resolutions/Ordinances were also added to the consent agenda. Removed from agenda: Audit 2023, Text Amendment ERU. Maxine McClanahan also made a change: Change the January 24th 2024 minutes on the consent agenda to January 25th, 2024. Erica Miles amended her motion to change January 24th, 2024 minutes to January 25th, 2024 minutes, add minutes from March 7th, 2024. Under the Consent Agenda add #4 Ordinances/Resolutions, under old business remove: #5 Audit 2023 and #6 Text Amendment ERU. Rachel Davis seconded the motion. All in favor. Motion passed 4-0.
- VI. **CONSENT AGENDA** – Linda Pilgrim made a motion to remove the financials from the consent agenda until she receives a report she can print and read. Maxine McClanahan seconded the motion. All in favor. Motion passed 4-0. Linda Pilgrim also made a motion to table to financials to the next meeting. Erica Miles seconded the motion. All in favor. Motion passed 4-0. Rachel Davis made a motion to approve the consent agenda minus the Financials that were tabled until the March 28th meeting. Erica Miles seconded. All in favor. Motion passed 4-0.
 1. **MINUTES**
 - January 4th 2024 - Approved
 - January 18th 2024 - Approved
 - January 24th 2024 - Approved
 - February 8th 2024 – Approved
 2. **FINANCIALS**- Tabled until the March 28th, 2024 Work Session.

3. INVOICES OVER \$5000 – All approved

- McNair McLemore Middlebrooks -- \$10,000
- Precision Planning- \$6722.16
- GMA- \$8959.00
- Azalea Regional Library System- \$70,000

VII. COMMITTEE REPORTS

- School Involvement – Stephanie Moncrief said that the elementary school staff will be attending the next few meetings to give updates on the school.
- DDA- Rachel Davis- The DDA’s next meeting will be on March 25th, 2024 at 7pm

VIII. PLANNING AND ZONING COMMISSION- Megan Ragan – No Report

IX. LIBRARY REPORT- Dana Seger gave an update on the Library. STEM Night for Walnut Grove Elementary will be next Wednesday. The library is having a career expo at the end of the month as well. They will have activities every day during Spring Break. A total Eclipse is coming up on April 8th and Dana gave out eclipse glasses to council. There are extras at the library while supplies last.

X. PUBLIC COMMENT- Kristy Moore from the Enclave Community spoke to council about her concerns with traffic going through the Enclave. She would like to council to consider getting speed bumps in their community. She also asked that the City posts more updates on the Facebook page to keep the community informed on the building that’s taking place around the city.

XI. OLD BUSINESS

1. Emergency Management- Rachel Davis made a motion that the City move forward with the contract as is. Erica Miles seconded the motion to move forward with the contract as is. All in favor. Motion passed 4-0.
2. SPLOST- Maxine McClanahan made a motion to approve the SPLOST agreement. Rachel Davis seconded the motion to approve the SPLOST agreement. Erica Miles, Rachel Davis, and Maxine McClanahan were all in favor. Linda Pilgrim opposed. Motion passed 3-1

3. **Social Media Policy**-Maxine McClanahan made a motion that the City moves forward with the Terms of Use policy. Erica Miles seconded the motion to move forward with the Terms of Use Policy. Discussion: Remove the duplicate wording of “The City of Walnut Grove:” All in favor. Motion passed 4-0.
4. **IT Services**- Erica Miles made a motion to move forward with Selective Solutions. Rachel Davis seconded the motion to move forward with Selective Solutions. Discussion: Maxine McClanahan clarified that this would be a one-year contract and this contract is one year with Selective Solutions. Linda Pilgrim asked if Selective Solutions would also take care of the website and what their upkeep includes. Selective Solutions would host the website within this contract, and it is \$40/month. This is the same price the city was paying previously. The upkeep includes if Ken needs to make changes to the website. Maxine McClanahan, Erica Miles and Rachel Davis are in favor. Linda Pilgrim opposed. Motion passed 3-1.
5. **City Council Meeting Rules of Decorum**- Erica Miles made a motion to approve the resolution to establish rules of decorum in public meetings with each speaker getting 3 minutes to speak during public comment and to remove the last sentence “any violation of the rules of decorum may result in the violator being removed from the premises.” Rachel Davis seconded the motion to approve the resolution to establish rules of decorum in public meetings with each speaker getting 3 minutes to speak during public comment and to remove the last sentence “any violation of the rules of decorum may result in the violator being removed from the premises.” Discussion: Rachel Davis asked Attorney Tony Powell if this resolution would include DDA’s meeting and Tony Powell said it would also pertain to DDA’s meeting. All in favor. Motion passed 4-0.
6. **City of Civility**- Erica Miles made a motion to approve a resolution pledging to practice and promote stability in the City of Walnut Grove. Rachel Davis seconded the motion to approve a resolution pledging to practice and promote stability in the City of Walnut Grove. No discussion. All in favor. Motion passed 4-0.

XII. REPORTS

1. **Public Works**- Brian reported that the city bathrooms are open for the season. The mowers and tractors are also ready for the season. The

crosswalk signs are installed and are working great. They have cut all the shrubs at the library and City Hall, and they have also repaired several potholes throughout the city. They also will be adding preemergent to the sewer plant spray field to kill the weeds this month. Public Works will be working to prepare their own budget and they will be speaking with the library to know what the city's role is with the upkeep of the library.

2. **City Clerk-** The city had 7 citations, 3 ballfield rentals and no pavilion rentals. General Operating Account- \$742,439.90. Sewer Operating Account- \$830.00. 2019 SPLOST Account- 806,144.25. Money Market- \$739,394.58. Sewer Money Market- 1,175,257.07.
 3. **Mayor-** There will be a called meeting March 25th, 2024. It will be a chance for the council to get together and talk about the future of the City. Convention registration is coming up on March 27th, 2024. Selective Solutions is offering 2 hours of work for free to the City.
- XIII. TOWN HALL-** Not on record
- XIV. COUNCIL COMMENTS-** Rachel Davis let council know that there is a webinar they can attend to help them learn how to register for the upcoming convention. She also shared that she and Maxine McClanahan attended a class offered through GMA called Cities Connect. Maxine elaborated a little bit on some of the things they learned at the Cities Connect class. Erica Miles had a question regarding the ballfield lights. Brian with Public Works let council know that the ball field lights are in very bad condition. She also mentioned meeting with Cindy Little and The Bridge and the programs that The Bridge offers. She also mentioned the Fish and all they do for the community. Linda Pilgrim- No comment.
- XV. EXECUTIVE SESSION –** No executive session
- XVI. ADJOURN-** Maxine McClanahan made a motion to adjourn. Rachel Davis seconded the motion to adjourn. All in favor. Motion passed 4-0.



City of Walnut Grove

Budget vs. Actuals: 2024 Budget_(1) - FY24 P&L Classes

July 2023 - February 2024

Kimberly Whitlow, City Clerk DATE

Stephanie Moncrief, Mayor DATE

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
31.1000 Property Taxes	324,746.87	265,000.00	59,746.87	122.55 %
31.1310 Title Ad Valorem - TAVT	36,248.55	45,000.00	-8,751.45	80.55 %
31.1315 Motor Vehicle Tax	1,333.36	2,500.00	-1,166.64	53.33 %
31.1340 Intangible Tax	1,653.89	7,000.00	-5,346.11	23.63 %
31.1600 Real Estate Transfer Tax	748.49		748.49	
31.1600 Real Estate Transfer Tax		2,500.00	-2,500.00	
31.1710 Franchise Tax - Electric	77,939.74	70,000.00	7,939.74	111.34 %
31.1730 Franchise Tax - Gas		6,000.00	-6,000.00	
31.1750 Franchise Tax - Cable	5,408.44	9,000.00	-3,591.56	60.09 %
31.1760 Franchise Tax - Telephone	325.50	2,500.00	-2,174.50	13.02 %
31.3100 Local Option Sales Tax	120,254.09	250,000.00	-129,745.91	48.10 %
31.4200 Alcohol Excise Tax	52,514.05	80,000.00	-27,485.95	65.64 %
31.6200 Insurance Premium Tax	118,404.99	110,000.00	8,404.99	107.64 %
31.8000 Other Taxes		500.00	-500.00	
31.9000 Penalties and Interest on Delinquent Taxes	1,709.80		1,709.80	
32.1110 Alcohol Licenses - Beer	750.00	750.00	0.00	100.00 %
32.1120 Alcohol Licenses - Wine	750.00	750.00	0.00	100.00 %
32.1130 Alcohol Licenses - Liquor	1,700.00	1,700.00	0.00	100.00 %
32.1200 Business License	7,676.00	12,000.00	-4,324.00	63.97 %
32.2200 Building Permits and Inspections	34,933.36	25,000.00	9,933.36	139.73 %
32.2990 Other Permits	935.00	500.00	435.00	187.00 %
32.4000 Late Fees	200.00		200.00	
33.1000 Intergovernmental Revenue - Federal	20,192.71		20,192.71	
33.7100 SPLOST Revenue	198,869.20		198,869.20	
34.1910 Election Qualifying Fee	360.00	180.00	180.00	200.00 %
34.4255 Sewerage Charges	39,102.43		39,102.43	
34.7000 Recreation Income	2,090.00	2,000.00	90.00	104.50 %
34.9999 Other Charges	3,634.28	850.00	2,784.28	427.56 %
35.1000 Fines and Forfeitures	44,679.36	35,000.00	9,679.36	127.66 %
35.1020 Court Fees - Other	160.00	7,000.00	-6,840.00	2.29 %
36.1000 Interest Revenue	537.91	500.00	37.91	107.58 %
37.1000 Contribution	150.00	1,000.00	-850.00	15.00 %
38.9999 Miscellaneous Revenue	1,743.39		1,743.39	
39.1100 Transfers from General Fund	101.88		101.88	
Sales of Product Income	10,552.90		10,552.90	
Total Income	\$1,110,406.19	\$937,230.00	\$173,176.19	118.48 %
Cost of Goods Sold				
Cost of Goods Sold	0.00		0.00	
Total Cost of Goods Sold	\$0.00	\$0.00	\$0.00	0.00%

STATE OF GEORGIA
COUNTY OF WALTON

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into by and between THE CITY OF WALNUT GROVE, GEORGIA organized and existing under the laws of the State of Georgia and authorized to do business in the State of Georgia (hereinafter referred to as OWNER), and FALCON DESIGN CONSULTANTS, LLC a limited liability company organized and existing under the laws of the State of Georgia (hereinafter referred to as ENGINEER).

WITNESSETH:

WHEREAS, the OWNER contracts with ENGINEER to provide engineering services to design a plan for remediation of a defective paving project on the streets of the Emerald Cove Subdivision including a plan for milling and repaving of the affected areas of the streets (the “Project”);

WHEREAS, ENGINEER desires to enter into this agreement and meet with the OWNER, as required, in order to implement the terms of this Agreement;

WHEREAS, the ENGINEER is staffed with professional engineers and other professionals, registered under the laws of the State of Georgia and is competent and certified in the development, drafting, planning, engineering, and overseeing road paving projects;

NOW, THEREFORE, the OWNER and ENGINEER, in consideration of their mutual covenants herein, agree with respect to the performance of professional engineering and other services by the ENGINEER and payment for those services by the OWNER, as set forth below:

SECTION 1 – ENGINEER’S SERVICES

The ENGINEER shall provide planning, design, drafting, project construction oversight and engineering services with regard to the Project of the OWNER which will include the following:

1. Determination of the scope of the needed plan for remediation including measuring and testing which may require some core sampling to insure that the milling will not affect the support of the existing base of the road in the future as determined to be necessary by the ENGINEER.
2. Determination of a recommended depth of milling, depth of replacement asphalt, and a type to be used by the contractor consistent with the residential roads of the City of Walnut Grove.
3. Drafting of all necessary deliverables for qualified paving contractors to bid on the remediation project as determined to be necessary by the ENGINEER

- including but not limited to typical cross sections and other standard form design documents used for a city paving project.
4. Provision of necessary standards in the bid documents including references to the applicable Georgia Department of Transportation specifications for subdivision streets of the type in the Project.
 5. Determination of the driveways that need to be modified to removed entrance obstructions to match the new milled street and restore the drainage capacity of the curbs for storm water transportation purposes.
 6. Completing the Project within three (3) weeks of the notice to proceed.

All of these specific deliverables shall be done following the guidelines of the response to request for proposals specifically set forth on the letter proposal attached hereto as Exhibit "A"; however, to the extent that there are terms in the attached Exhibit "A" that conflict with the terms herein, the terms herein shall control.

SECTION 2 – OWNER’S RESPONSIBILITIES

The OWNER’S responsibilities to the ENGINEER shall specifically include, but not be limited to, the following:

- 2.1 Provide full information as to its requirements for the Project.
- 2.2 Make available from its files any data and information pertinent to the Project.
- 2.3 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform its services.
- 2.4 Furnish the ENGINEER, as required by the ENGINEER for performance of its services, data if available to the City such as land plans, property survey, topographic surveys, core borings, probing, subsurface investigations or explorations; inspection of materials and equipment; appropriate professional interpretations of all the foregoing; zoning and deed restrictions; fees, bonds, etc., required by government agencies for review of plans, applications, and documents; and other special data and consultants all of which the ENGINEER may rely upon in performing its services under the Agreement.
- 2.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 2.6 Designate, in writing, a person to act as OWNER’S Representative with respect to the work to be performed under this Agreement, and such

person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement.

- 2.7 Give prompt written notice to the ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project or changed circumstances affecting the Project; and
- 2.8 Bear all costs incident to compliance with the requirements of this Section.

SECTION 3- PERIOD OF SERVICE

The services, as described herein, shall be commenced promptly upon authorization by the OWNER, and shall be completed within 3 weeks of execution of this contract.

SECTION 4- PAYMENTS TO THE ENGINEER

4.1 FEES FOR PROFESSIONAL SERVICES

4.1.1 BASIC SERVICES

The OWNER shall pay the ENGINEER for the work required by this Agreement an amount not to exceed the lump sum of Eleven Thousand Nine Hundred Dollars (\$11,900.00). The work shall be charge based on the hourly rates shown in Exhibit "A" and the cost shall be less if the hourly rate total is less than the lump sum set forth in this paragraph. ENGINEER shall be paid monthly for work completed and approved by the OWNER'S REPRESENTATIVE. Invoices shall be submitted to OWNER'S REPRESENTATIVE on or before the first of each month.

No action shall be taken and no additional services shall be authorized until written approval has been sent by the OWNER confirming the approval of official action recorded in the minutes of a meeting of the Mayor and Council demonstrating authorization of the approval of the additional services.

Additional services must be approved by an official action of the Mayor and Council in writing.

4.2 PAYMENT SCHEDULE

The ENGINEER will submit monthly invoices to the OWNER for services performed by the ENGINEER in connection with services authorized by the OWNER. The amounts of said invoices will be based upon the amount and value of the services performed by the ENGINEER under this Agreement.

The OWNER will pay the ENGINEER the full amount of the invoice within thirty (30) days of the date of invoice(s) submitted by the ENGINEER. If the OWNER fails to make payment to the ENGINEER within thirty (30) days after the date of invoice submitted by the ENGINEER, the ENGINEER reserves the right to suspend services under this Agreement until all such invoices are paid in full for the amounts then due. Interest will be charged at the rate of 3.5% per year on the unpaid principal amount due and payable for thirty (30) days or more.

SECTION 5- GENERAL CONDITIONS

5.1 INSURANCE

The ENGINEER will secure and maintain such insurance as will protect it from claims under workers' compensation acts (including claims for damages because of bodily injury, sickness, disease or death of any of its employees) and from claims for damages because of injury or death of any other person; and from claims for damages because of injury to or destruction of tangible personal property, including loss of use resulting therefrom.

5.2 SUCCESSORS AND ASSIGNS

The ENGINEER and OWNER each binds itself and its successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither the ENGINEER nor the OWNER will assign, sublet or transfer any interest in the Agreement without the consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the ENGINEER and the OWNER.

5.3 TERMINATION

This Agreement may be terminated by the OWNER by ten (10) days' written notice. Outstanding fees for any services performed by the ENGINEER up to and including date of termination shall be due and payable upon effective date of termination.

5.4 OWNERSHIP AND USE OF DOCUMENTS

All documents, including original drawings, estimates, specifications, field notes, and data are and remain the property of the OWNER as instruments of services. Upon termination of this Agreement, ENGINEER shall deliver all originals including computer data created and used in performing this project.

5.5 MODIFICATION

This Agreement constitutes the entire understanding between the OWNER and ENGINEER and may be modified only by a written instrument duly executed by the parties hereto.

5.6 STANDARDS OF PROCEDURE

All work shall be done in a workman-like manner. ENGINEER shall certify and seal all plans, profiles and approve all contract documents. This certification shall mean that the work has been performed in a workman-like manner and shall meet regulatory specifications and safety requirements by any supervising public entity and all engineering standards applicable to such a project. As used herein, the word "certify" shall mean an expression of the ENGINEER's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the ENGINEER.

5.6.1 The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality.

5.6.2 ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovery of deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation, except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

5.6.3 ENGINEER shall perform or furnish services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for this Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems

necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

- 5.6.4 ENGINEER and OWNER shall comply with applicable laws, codes, regulations, and OWNER-mandated standards in effect as of the date of the execution of this Agreement.
- 5.6.5 OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the services of ENGINEER.
- 5.6.6 ENGINEER shall not be required to sign any documents, no matter to whom requested, that would result in the ENGINEER having to certify, guarantee, or warrant the existence of conditions whose existence ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with ENGINEER contingent upon ENGINEER's signing any such certification.

5.7 MISCELLANEOUS

- 5.7.1 This Agreement is governed by the laws of the State of Georgia.
- 5.7.2 Time is of the essence in this Agreement.
- 5.7.3 The OWNER employs the ENGINEER as an independent contractor and not as an employee or agent of the OWNER.
- 5.7.4 All disputes arising from this Agreement or the services to be provided hereunder shall be heard in the Superior Court of Walton County, Georgia. The parties hereto hereby waive any objections to jurisdiction or venue in the Superior Court of Walton County, Georgia.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____, _____.

OWNER: CITY OF WALNUT GROVE
, GEORGIA

By: _____
Mark Moore, Mayor

Attest: _____
Kimberly Whitlow, City Clerk

ENGINEER:

By: _____
, President

STATE OF GEORGIA
COUNTY OF WALTON

AGREEMENT FOR ENGINEERING SERVICES

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WITNESSETH:

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WHEREAS, ENGINEER desires to enter into this agreement and meet with the OWNER, as required, in order to implement the terms of this Agreement;

WHEREAS, the ENGINEER is staffed with professional engineers and other professionals, registered under the laws of the State of Georgia and is competent and certified in the development, drafting, planning, engineering, and overseeing road paving projects;

NOW, THEREFORE, the OWNER and ENGINEER, in consideration of their mutual covenants herein, agree with respect to the performance of professional engineering and other services by the ENGINEER and payment for those services by the OWNER, as set forth below:

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2. Determination of a recommended depth of milling, depth of replacement asphalt, and a type to be used by the contractor consistent with the residential roads of the City of Walnut Grove.
3. Drafting of all necessary deliverables for qualified paving contractors to bid on the remediation project as determined to be necessary by the ENGINEER

- including but not limited to typical cross sections and other standard form design documents used for a city paving project.
4. Provision of necessary standards in the bid documents including references to the applicable Georgia Department of Transportation specifications for subdivision streets of the type in the Project.
 5. Determination of the driveways that need to be modified to removed entrance obstructions to match the new milled street and restore the drainage capacity of the curbs for storm water transportation purposes.
 6. Completing the Project within three (3) weeks of the notice to proceed.

All of these specific deliverables shall be done following the guidelines of the response to request for proposals specifically set forth on the letter proposal attached hereto as Exhibit "A"; however, to the extent that there are terms in the attached Exhibit "A" that conflict with the terms herein, the terms herein shall control.

SECTION 2 – OWNER’S RESPONSIBILITIES

The OWNER’S responsibilities to the ENGINEER shall specifically include, but not be limited to, the following:

- 2.1 Provide full information as to its requirements for the Project.
- 2.2 Make available from its files any data and information pertinent to the Project.
- 2.3 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform its services.
- 2.4 Furnish the ENGINEER, as required by the ENGINEER for performance of its services, data if available to the City such as land plans, property survey, topographic surveys, core borings, probing, subsurface investigations or explorations; inspection of materials and equipment; appropriate professional interpretations of all the foregoing; zoning and deed restrictions; fees, bonds, etc., required by government agencies for review of plans, applications, and documents; and other special data and consultants all of which the ENGINEER may rely upon in performing its services under the Agreement.
- 2.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 2.6 Designate, in writing, a person to act as OWNER’s Representative with respect to the work to be performed under this Agreement, and such

person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement.

- 2.7 Give prompt written notice to the ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project or changed circumstances affecting the Project; and
- 2.8 Bear all costs incident to compliance with the requirements of this Section.

SECTION 3- PERIOD OF SERVICE

The services, as described herein, shall be commenced promptly upon authorization by the OWNER, and shall be completed within 3 weeks of execution of this contract.

SECTION 4- PAYMENTS TO THE ENGINEER

4.1 FEES FOR PROFESSIONAL SERVICES

4.1.1 BASIC SERVICES

The OWNER shall pay the ENGINEER for the work required by this Agreement an amount not to exceed the lump sum of **Eleven Thousand Nine Hundred Dollars (\$11,900.00)**. The work shall be charge based on the hourly rates shown in Exhibit "A" and the cost shall be less if the hourly rate total is less than the lump sum set forth in this paragraph. ENGINEER shall be paid monthly for work completed and approved by the OWNER'S REPRESENTATIVE. Invoices shall be submitted to OWNER'S REPRESENTATIVE on or before the first of each month.

No action shall be taken and no additional services shall be authorized until written approval has been sent by the OWNER confirming the approval of official action recorded in the minutes of a meeting of the Mayor and Council demonstrating authorization of the approval of the additional services.

Additional services must be approved by an official action of the Mayor and Council in writing.

4.2 PAYMENT SCHEDULE

The ENGINEER will submit monthly invoices to the OWNER for services performed by the ENGINEER in connection with services authorized by the OWNER. The amounts of said invoices will be based upon the amount and value of the services performed by the ENGINEER under this Agreement.

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SECTION 5- GENERAL CONDITIONS

5.1 INSURANCE

The ENGINEER will secure and maintain such insurance as will protect it from claims under workers' compensation acts (including claims for damages because of bodily injury, sickness, disease or death of any of its employees) and from claims for damages because of injury or death of any other person; and from claims for damages because of injury to or destruction of tangible personal property, including loss of use resulting therefrom.

5.2 SUCCESSORS AND ASSIGNS

The ENGINEER and OWNER each binds itself and its successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither the ENGINEER nor the OWNER will assign, sublet or transfer any interest in the Agreement without the consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the ENGINEER and the OWNER.

5.3 TERMINATION

This Agreement may be terminated by the OWNER by ten (10) days' written notice. Outstanding fees for any services performed by the ENGINEER up to and including date of termination shall be due and payable upon effective date of termination.

5.4 OWNERSHIP AND USE OF DOCUMENTS

All documents, including original drawings, estimates, specifications, field notes, and data are and remain the property of the OWNER as instruments of services. Upon termination of this Agreement, ENGINEER shall deliver all originals including computer data created and used in performing this project.

5.5 MODIFICATION

This Agreement constitutes the entire understanding between the OWNER and ENGINEER and may be modified only by a written instrument duly executed by the parties hereto.

5.6 STANDARDS OF PROCEDURE

All work shall be done in a workman-like manner. ENGINEER shall certify and seal all plans, profiles and approve all contract documents. This certification shall mean that the work has been performed in a workman-like manner and shall meet regulatory specifications and safety requirements by any supervising public entity and all engineering standards applicable to such a project. As used herein, the word "certify" shall mean an expression of the ENGINEER's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the ENGINEER.

5.6.1 The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality.

5.6.2 ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovery of deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation, except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

5.6.3 ENGINEER shall perform or furnish services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for this Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems

necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

- 5.6.4 ENGINEER and OWNER shall comply with applicable laws, codes, regulations, and OWNER-mandated standards in effect as of the date of the execution of this Agreement.
- 5.6.5 OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the services of ENGINEER.
- 5.6.6 ENGINEER shall not be required to sign any documents, no matter to whom requested, that would result in the ENGINEER having to certify, guarantee, or warrant the existence of conditions whose existence ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with ENGINEER contingent upon ENGINEER's signing any such certification.

5.7 MISCELLANEOUS

- 5.7.1 This Agreement is governed by the laws of the State of Georgia.
- 5.7.2 Time is of the essence in this Agreement.
- 5.7.3 The OWNER employs the ENGINEER as an independent contractor and not as an employee or agent of the OWNER.
- 5.7.4 All disputes arising from this Agreement or the services to be provided hereunder shall be heard in the Superior Court of Walton County, Georgia. The parties hereto hereby waive any objections to jurisdiction or venue in the Superior Court of Walton County, Georgia.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the ____ day of _____, _____.

OWNER: CITY OF WALNUT GROVE
, GEORGIA

By: _____
Mark Moore, Mayor

Attest: _____
Kimberly Whitlow, City Clerk

ENGINEER:

By: _____
, President

Project Cost: Provide estimated costs for the entire project by line item.

Construction	
Contingency	
Engineering/Inspection	
Administrative/Legal	
Total:	\$

Early Project Costs: Engineering and design costs incurred prior to the execution of a loan agreement are eligible for reimbursement with a GEFA loan as long as these costs are necessary for the completion of the project and consistent with the final budget. Does your community anticipate seeking reimbursement of engineering or design costs incurred prior to the execution of the loan agreement?

YES NO

If yes, approximately how much in early costs does your community anticipate submitting for reimbursement under the proposed loan?

\$

Funding Sources: List all funding sources that are proposed to be utilized to complete this project. List each source and funding amount. If a commitment has been secured from any of these funding sources, list the commitment date and attach a copy of the commitment letter.

Amount requested from GEFA:			\$
Other Funding Source(s):	Date Available:	Amount:	
		\$	
		\$	
		\$	
Total Project Funding:			\$

NOTE - THE CITY PARTICIPATION NUMBERS ARE ESTIMATES AND WILL NEED TO BE FINALIZED BEFORE THE APPLICATION IS SUBMITTED.

Sample Resolution

**GEORGIA CITIES WEEK
APRIL 21-27, 2024**

A RESOLUTION OF THE CITY OF _____ RECOGNIZING
GEORGIA CITIES WEEK, APRIL 21-27, 2024, AND ENCOURAGING
ALL RESIDENTS TO SUPPORT THE CELEBRATION AND
CORRESPONDING ACTIVITIES.

WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY OF _____
DECLARES APRIL 21-27, 2024 AS GEORGIA CITIES WEEK.

BE IT FURTHER RESOLVED THAT THE CITY OF _____
ENCOURAGES ALL CITIZENS, CITY GOVERNMENT OFFICIALS AND
EMPLOYEES TO DO EVERYTHING POSSIBLE TO ENSURE THAT THIS WEEK
IS RECOGNIZED AND CELEBRATED ACCORDINGLY.

PASSED AND ADOPTED by the City of _____.

Opinion of Probable Construction Cost

Project Description: Walnut Grove LAS Phase 2 Upgrade (PPI Project No. E21-090)

Design Phase: 100% Design

By: Precision Planning, Inc. (March 5, 2024)

Item No.	Description	Units	Est. Quantity	Unit Price	Item Total
1	Geotechnical Allowance	LS	1	\$5,000	\$5,000
2	Rock Removal	CY	100	\$150	\$15,000
3	Influent Pump Station				
3.01	Supply and Install 2 submersible pumps	LS	1	\$90,000	\$90,000
3.02	Bypass Pumping	LS	1	\$7,500	\$7,500
3.03	Wetwell Cleaning and Preparation	LS	1	\$5,000	\$5,000
3.04	Demolition of Existing Pumps and Accessories	LS	1	\$5,000	\$5,000
3.05	Demolition of Existing Electrical Equipment	LS	1	\$3,500	\$3,500
3.06	Installation of New Electrical Equipment	LS	1	\$20,000	\$20,000
3.07	SCADA System	LS	1	\$18,000	\$18,000
3.08	Testing and Cleanup	LS	1	\$5,000	\$5,000
Total for Item 3:					\$154,000
4	Treatment Plant				
4.01	Pretreatment Unit	LS	1	\$950,000	\$950,000
4.02	Pretreatment Unit Foundation Design	LS	1	\$15,000	\$15,000
4.03	Pretreatment Unit Foundation	LS	1	\$100,000	\$100,000
4.04	Plant Effluent, Pond Bypass and Miscellaneous Pipe Lines	LS	1	\$150,000	\$150,000
4.05	Oxidation Pond Repurposing	LS	1	\$50,000	\$50,000
4.06	Aeration Blowers with Pad	LS	1	\$30,000	\$30,000
4.07	Solids Transfer Structure	LS	1	\$18,000	\$18,000
4.08	Generator with Pad	LS	1	\$110,000	\$110,000
4.09	Existing Screen Abandonment	LS	1	\$2,500	\$2,500
4.10	Sprayfield Grading, Seeding and Irrigation System	LS	1	\$1,000,000	\$1,000,000
4.11	Erosion Control	LS	1	\$100,000	\$100,000
4.12	Disc Filter System #2	LS	1	\$100,000	\$100,000
4.13	Site Electrical	LS	1	\$90,000	\$90,000
4.14	Irrigation PS Flow Meter #3	LS	1	\$40,000	\$40,000
4.15	Stormwater Monitoring	MO	18	\$1,000	\$18,000
Total for Item 4:					\$2,773,500
Total for Items 1-4:					\$2,947,500
Contingency at 10%:					\$294,750
Total for Project:					\$3,242,250