



# City of Walnut Grove

## Budget vs. Actuals: 2024 Budget\_(1) - FY24 P&L Classes

July 2023 - February 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Income</b>				
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	
<b>Total Income</b>	<b>\$1,110,406.19</b>	<b>\$937,230.00</b>	<b>\$173,176.19</b>	<b>118.48 %</b>
<b>Cost of Goods Sold</b>				
Cost of Goods Sold	0.00		0.00	
<b>Total Cost of Goods Sold</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>



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July 2023 - February 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>GROSS PROFIT</b>	<b>\$1,110,406.19</b>	<b>\$937,230.00</b>	<b>\$173,176.19</b>	<b>118.48 %</b>
<b>Expenses</b>				
51.1100 Salaries and Wages	137,987.20	203,774.40	-65,787.20	67.72 %
51.2100 Group Insurance	1,072.56	21,000.00	-19,927.44	5.11 %
51.2200 Payroll Taxes - Social Security	12,510.86	18,100.00	-5,589.14	69.12 %
51.2210 Payroll Taxes - Medicare		2,610.00	-2,610.00	
51.2215 Payroll Taxes - Federal Unemployment		825.60	-825.60	
51.2400 Retirement Contributions		15,000.00	-15,000.00	
52.1100 Court Software	2,190.00	2,500.00	-310.00	87.60 %
52.1300 IT Services	6,830.28	10,000.00	-3,169.72	68.30 %
52.2110 Solid Waste Collection	42,972.00		42,972.00	
52.2200 Repairs and Maintenance	9,273.68	17,500.00	-8,226.32	52.99 %
52.2210 Repairs and Maintenance - Vehicles Code Officer	2,232.03	100,000.00	-100,000.00	
<b>Total 52.2210 Repairs and Maintenance - Vehicles</b>	<b>2,232.03</b>	<b>100,000.00</b>	<b>-97,767.97</b>	<b>2.23 %</b>
52.2220 Repairs and Maintenance - Streets, Roads and Bridges	12,086.25	15,000.00	-2,913.75	80.58 %
52.2240 Professional Services	435.00	51,800.00	-51,365.00	0.84 %
52.2241 Professional Services - Engineering	15,277.62		15,277.62	
52.2241 - Code Enforcement	39,397.50	20,000.00	19,397.50	196.99 %
52.2241 - Engineering Services		30,000.00	-30,000.00	
52.2241 - Inspections	700.00		700.00	
52.2241 - Storm Water		30,000.00	-30,000.00	
52.2241 - Zoning Administration	38,874.65	50,000.00	-11,125.35	77.75 %
<b>Total 52.2241 Professional Services - Engineering</b>	<b>94,249.77</b>	<b>130,000.00</b>	<b>-35,750.23</b>	<b>72.50 %</b>
52.2242 Professional Services - Accounting	20,627.49	35,000.00	-14,372.51	58.94 %
52.2243 Professional Services - Legal	42,032.00	60,800.00	-18,768.00	69.13 %
52.2244 Professional Services - Security	1,133.28	1,800.00	-666.72	62.96 %
52.2250 Facility and Grounds Maintenance	7,770.58	7,500.00	270.58	103.61 %
52.2260 Liability Insurance	23,082.00	27,000.00	-3,918.00	85.49 %
52.3000 Cleaning Services	558.00		558.00	
52.3200 Communication	2,030.67	11,300.00	-9,269.33	17.97 %
52.3200 Communications - Wireless Telephone	5,791.18		5,791.18	
52.3300 Advertising	1,800.00	5,000.00	-3,200.00	36.00 %
52.3500 Travel	4,596.13	3,500.00	1,096.13	131.32 %
52.3600 Dues and fees	5,541.13	4,500.00	1,041.13	123.14 %
52.3610 Bank Charges	689.74	750.00	-60.26	91.97 %
52.3700 Training and Education	3,853.18	17,000.00	-13,146.82	22.67 %
52.3850 Contract Labor	130.05	15,000.00	-14,869.95	0.87 %
52.3900 Other Expenses	1,964.86	3,500.00	-1,535.14	56.14 %
53.1100 Cleaning Supplies		500.00	-500.00	



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53.1110 Office Supplies	6,474.66	5,000.00	1,474.66	129.49 %
53.1115 Pavilion Rental Expenses	165.00	650.00	-485.00	25.38 %
53.1120 Postage	756.00		756.00	
53.1130 General Supplies - Other		2,500.00	-2,500.00	
53.1140 Community Support/Events	1,529.70	5,000.00	-3,470.30	30.59 %
53.1210 Utilities - Water	1,827.66	2,250.00	-422.34	81.23 %
53.1220 Utilities - Gas	461.93	1,000.00	-538.07	46.19 %
53.1230 Utilities - Electricity	39,340.92	45,500.00	-6,159.08	86.46 %
53.1240 Utilities - Cable	6,670.97	8,000.00	-1,329.03	83.39 %
53.1270 Gas, Oil, Diesel	5,887.26	8,000.00	-2,112.74	73.59 %
53.1700 Other Supplies	275.00		275.00	
53.9999 Miscellaneous Expenditures		2,500.00	-2,500.00	
54.2500 Equipment		14,000.00	-14,000.00	
54.2600 New Construction		50,000.00	-50,000.00	
57.1000 Other Business Expenses		720.00	-720.00	
57.3000 Library		70,000.00	-70,000.00	
57.3300 Peace Officer Annuity/Benefit Fund	2,320.83	2,500.00	-179.17	92.83 %
57.3320 Crime Lab Fees		50.00	-50.00	
57.3340 Drivers Ed/Training Fund		50.00	-50.00	
57.3370 Drug Abuse Treatment and Education		1,750.00	-1,750.00	
57.3375 County Jail Fund		2,000.00	-2,000.00	
57.3380 Peace Officer - Prosecutor's Fund		1,500.00	-1,500.00	
57.3385 Local Victim Assist. Fund	1,330.94	1,500.00	-169.06	88.73 %
57.3390 GA Crime Victims Assist. Program		500.00	-500.00	
57.3391 Peace Officer - Prosecution Indigent Fund		500.00	-500.00	
57.3392 Sheriff's Retirement Fund of GA	300.00	500.00	-200.00	60.00 %
57.3393 GSCCCA Payouts	6,632.13	6,000.00	632.13	110.54 %
57.4000 Walton County Board of Commissioners	8,472.69	10,000.00	-1,527.31	84.73 %
58.1000 Debt Service - Principal	48,333.19	36,000.00	12,333.19	134.26 %
Reimbursements	11,506.25		11,506.25	
<b>Total Expenses</b>	<b>\$585,725.05</b>	<b>\$1,059,230.00</b>	<b>\$ -473,504.95</b>	<b>55.30 %</b>
NET OPERATING INCOME	<b>\$524,681.14</b>	<b>\$ -122,000.00</b>	<b>\$646,681.14</b>	<b>-430.07 %</b>
Other Income				
39.9999 Budgeted Use of Fund Balance		122,000.00	-122,000.00	
<b>Total Other Income</b>	<b>\$0.00</b>	<b>\$122,000.00</b>	<b>\$ -122,000.00</b>	<b>0.00%</b>
NET OTHER INCOME	<b>\$0.00</b>	<b>\$122,000.00</b>	<b>\$ -122,000.00</b>	<b>0.00 %</b>
NET INCOME	<b>\$524,681.14</b>	<b>\$0.00</b>	<b>\$524,681.14</b>	<b>0.00%</b>

**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

**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.

## 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	<b>Geotechnical Allowance</b>	LS	1	\$5,000	<b>\$5,000</b>
2	<b>Rock Removal</b>	CY	100	\$150	<b>\$15,000</b>
3	<b>Influent Pump Station</b>				
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
<b>Total for Item 3:</b>					<b>\$154,000</b>
4	<b>Treatment Plant</b>				
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
<b>Total for Item 4:</b>					<b>\$2,773,500</b>
Total for Items 1-4:					\$2,947,500
Contingency at 10%:					\$294,750
<b>Total for Project:</b>					<b>\$3,242,250</b>

**STATE OF GEORGIA**  
**COUNTY OF WALTON**

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**WITNESSETH:**

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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

**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 \_\_\_\_\_.