

City of Hampton  
Workshop / Council Meeting  
May 10, 2016 @ 6:00 p.m.  
Hampton City Hall

**Workshop Meeting:**

City Manager, Tommy Engram will discuss items with Mayor and Council.

**Adjourn:**

**Regular Meeting:**

**Invocation**

**Pledge to Flag**

**Approval of Minutes:**

Workshop/Council Meeting minutes April 12, 2016  
Special Called Council Meeting minutes May 4, 2016

**Invited Guest:**

Mr. Brad Jones will present the concept plan for the park area behind the senior center.

**Public comment:**

**Old Business:**

Second Reading of Ordinance No. 421, an Ordinance to adopt an amendment to the operating budget of the City of Hampton in effect for the 2016 Fiscal Year.

Second Reading of Ordinance No. 423, an Ordinance to amend Chapter 6 of Code of Ordinances of the City of Hampton, Georgia, which provides for Alcoholic Beverages; to amend Article II entitled "Alcohol License Required".

**New Business:**

Council to approve/disapprove the request for a license to sell malt beverage and wine sales by the drink from Mr. Michael L. Landrum for Sticks located at 106 A Woolsey Road, Hampton Georgia.

Council to accept the letter of resignation from Ms. Johanna Johnson from the Tree Board.

Council to approve or disapprove amending the personnel handbook to include "Tuition Reimbursement Plan".

Council to approve the Letter of Agreement, from Stevenson & Palmer Eng. for the 2016 Annual Monitoring and Reporting City of Hampton Watershed Protection Plan.

City of Hampton  
Workshop / Council Meeting  
May 10, 2016 @ 6:00 p.m.  
Hampton City Hall

( )

**Executive Session**

**Adjourn meeting**

**ORDINANCE NO. 421**

**TO ADOPT AN AMENDMENT TO THE OPERATING BUDGET OF THE CITY OF HAMPTON IN EFFECT FOR THE 2016 FISCAL YEAR**

**WHEREAS, the budget for the City of Hampton, Georgia, for the 2016 fiscal year was duly adopted by the Mayor and Council of the City of Hampton, Georgia, at a properly notice public hearing on September 8, 2015; and**

**WHEREAS, it now appears that the budget for the 2016 fiscal year needs to be amended so as to adapt to the changing governmental needs of the City which have arisen since the adoption of the 2016 budget; and**

**WHEREAS, the Mayor and Council of the City of Hampton, Georgia, in the exercise of their sound judgement and discretion, after giving thorough thought to all the implications involved, and having determined it to be in the public interest and welfare of the citizens of the City of Hampton that this Ordinance be adopted.**

**THE COUNCIL OF THE CITY OF HAMPTON HEREBY ORDAINS**

**That the proposed amendment to the budget for the City of Hampton, Georgia, for the 2016 fiscal year attached to this Ordinance in its entirety as Exhibit "A" and as presented at the meeting of the City Council, be and is hereby adopted as an amendment to the 2016 budget for the City of Hampton, as previously adopted, in accordance with the City's Charter and Georgia Law. Said amendment to the Budget shall be included as part of the Minutes of the meeting of the City Council and thereby become part of the recording of that meeting.**

**SECTION 1. The Clerk of the City of Hampton is hereby instructed to incorporate this Ordinance and the attached Budget into the Minutes of the meeting at which this Ordinance is adopted.**

**SECTION 2.**

- A. It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.**

- B. It is hereby declared to be the intention of the City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of the Ordinance is severable from every other Section, paragraph, sentence, clause, or phrase of the Ordinance. It is hereby further declared to be the intention of the City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase or this Ordinance is mutually dependent upon any other Section, paragraph, sentence, clause, or phrase of this Ordinance.**
- C. In the event that any section, paragraph, sentence, clause, or phrase of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining Sections, paragraph, sentences, clauses, or phrases of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.**

**SECTION 3. Repeal of Conflicition Provision. Except as otherwise provided herein, all Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.**

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Steve Hutchison, Mayor

ATTEST:



Kim Drinkall, City Clerk

First Reading: 4-12-16

Second Reading: \_\_\_\_\_

Adoption: \_\_\_\_\_

Exhibit B  
2nd Fiscal Year 2016 Budget Amendment

ACCOUNT #	DISCRIPTION	CURRENT BUDGET AMOUNT	PROPOSED BUDGET AMOUNT	PLUS	MINUS
<b>REVENUES 100 Fund</b>					
	Fund Balance				
0000.31.1780	Service Upgrades	\$0.00	\$15,750.00	\$15,750.00	
0000.31.1790	Infrastructure Upgrades	\$0.00	\$159,490.00	\$159,490.00	
0000.31.1770	Pole Attachment Fee	\$0.00	\$500,000.00	\$500,000.00	
0000.31.6200	Insurance Premium Tax	\$13,000.00	\$20,344.00	\$7,344.00	
0000.32.1110	Beer/Wine liscenses	\$380,000.00	\$390,051.00	\$10,051.00	
0000.32.1130	Spirits on site	\$5,000.00	\$5,750.00	\$750.00	
0000.32.3110	Building Permits	\$0.00	\$1,000.00	\$1,000.00	
0000.32.3162	BLDG. Admin. Fee	\$10,500.00	\$12,228.00	\$1,728.00	
0000.33.4100	CDBG Grant	\$0.00	\$984.00	\$984.00	
0000.33.4200	Georgia Forestry Grant	\$175,000.00	\$528,402.00	\$353,402.00	
	<b>TOTAL</b>	\$0.00	\$3,800.00	\$3,800.00	
<b>EXPENDITURES 100</b>					
				\$1,054,299.00	
1500.52.1330	Technical Service-Computer	\$16,000.00	\$22,100.00	\$6,100.00	
3200.51.1100	Salaries	\$960,748.00	\$966,443.00	\$5,695.00	
3200.51.1200	Temporary Employees	\$0.00	\$3,000.00	\$3,000.00	
3200.51.1300	Overtime	\$8,000.00	\$10,000.00	\$2,000.00	
3200.51.2200	Fica/Medicare	\$73,498.00	\$73,934.00	\$436.00	
3200.52.2320	Rental of Equipment	\$3,750.00	\$4,750.00	\$1,000.00	
4200.51.1100	Salaries	\$177,147.00	\$178,213.00	\$1,066.00	
4200.52.2230	Repairs/Maint. R/W	\$18,000.00	\$21,800.00	\$3,800.00	
4200.51.2200	Fica/Medicare	\$13,320.00	\$13,402.00	\$82.00	
4200.53.1165	Supplies -Signs	\$3,000.00	\$5,000.00	\$2,000.00	
4200.54.2500	Purchase of Equipment	\$21,200.00	\$26,447.00	\$5,247.00	
7555.52.3400	Printing & Binding	\$500.00	\$3,000.00	\$2,500.00	
7450.51.1100	Salaries	\$83,313.00	\$87,087.00	\$3,774.00	
7450.51.2200	Fica/Medicare	\$6,374.00	\$6,663.00	\$289.00	
	<b>TOTAL</b>			\$36,989.00	

Exhibit B  
2nd Fiscal Year 2016 Budget Amendment

ACCOUNT #	DISCRIPTION	CURRENT BUDGET AMOUNT	PROPOSED BUDGET AMOUNT	PLUS	MINUS
<b>EXPENDITURES 520</b>					
4100.52.3222	Hyper Web	\$0.00	\$7,000.00	\$7,000.00	
4400.51.1100	Salaries	\$162,470.00	\$165,927.00	\$3,457.00	
4400.51.2200	Fica/Medicare	\$12,430.00	\$13,381.00	\$951.00	
TOTAL				\$11,408.00	
<b>REVENUES 322</b>					
13.4100	Wire Transfer In	\$0.00	\$429,135.00	\$429,135.00	
TOTAL				\$429,135.00	
<b>EXPENDITURES 322</b>					
3200.52.2330	Purchase of Vehicles	\$0.00	\$70,090.00	\$70,090.00	\$0.00
4200.54.1430	Sidewalk Construction	\$434,000.00	\$219,866.00		\$214,134.00
4600.54.2501	Purchase AMI Power Meters	\$0.00	\$486,979.00	\$486,979.00	\$0.00
6200.52.2241	Park Imp. Master Plan	\$25,800.00	\$12,000.00		\$13,800.00
6200.52.2242	Renovations Community Cen	\$0.00	\$100,000.00	\$100,000.00	\$0.00
TOTAL				\$657,069.00	\$227,934.00



ORDINANCE NO. 423

AN ORDINANCE TO AMEND CHAPTER 6 OF CODE OF ORDINANCES OF THE CITY OF HAMPTON, GEORGIA, WHICH PROVIDES FOR ALCOHOLIC BEVERAGES; TO AMEND ARTICLE II ENTITLED "ALCOHOL LICENSE REQUIRED"; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

THE COUNCIL OF THE CITY OF HAMPTON HEREBY ORDAINS:

**SECTION 1.** Code section amended. Article II of Chapter 6 of the Code of Ordinances of the City of Hampton entitled "Alcohol License Required" is hereby amended by deleting Section 6-29 in its entirety and substituting in lieu thereof a new Section 6-29 which shall read as follows:

**Sec. 6-29. Additional requirements for distilled spirits package sales licenses.**

In additional to all other requirements of this Chapter, the Hampton City Code, the Hampton Zoning Ordinance, and applicable State laws and regulations, applicants for a distilled spirits package sales license must satisfy the following requirements:

- (a) The front entrance of all premises licensed to sell distilled spirits by the package shall be clearly visible from a public street; provided, however, that this restriction shall not apply where the premises are located in a shopping center or multiple-story business building.
- (b) No license for the sale of distilled spirits by the package shall be issued to any applicant whose building where the business will be conducted contains less than six thousand five hundred (6,500) square of combined showroom and storage space.
- (c) In addition to the minimum square footage, retail dealers for the sale of distilled spirits by the package shall maintain a minimum inventory of at least four hundred fifty thousand dollars (\$450,000) in distilled spirits, beer, wine or a combination thereof available for sale.
- (d) Where applicant for a license to sell distilled spirits by the package is not the owner of the premises, a copy of applicant's lease with the premises owner must be submitted.

**SECTION 2.** This ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

**SECTION 3.**

A. It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

B. It is hereby declared to be the intention of the City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other Section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other Section, paragraph, sentence, clause or phrase of this Ordinance.

C. In the event that any section, paragraph, sentence, clause or phrase of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the Ordinance and that, to the greatest extent allowed by law, all remaining Sections, paragraphs, sentences, clauses, or phrases of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**SECTION 4. Repeal of Conflicting Provisions.** Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 5. Effective Date. Effective Date. This ordinance shall become effective immediately.**

SO ORDAINED this 10 day of MAY, 2016.

STEVE HUTCHISON, Mayor

ATTEST:

  
KIM DRINKALL, City Clerk

First Reading:

4-12-16

Second Reading/  
Adoption:

5-10-16

CITY OF HAMPTON  
APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES

1. License Year 2016 Renewal: Yes \_\_\_\_\_ No X
  
2. Mark type of alcohol license sought. A separate license (and therefore separate application) may be required for each category pursuant to City Code of Ordinances Section 6-25. The City Clerk will confirm the availability of each license and therefore your selection of any category does not guarantee issuance of same.
  - a. Malt beverage package sales \_\_\_\_\_
  - b. Wine package sales \_\_\_\_\_
  - c. Distilled spirits package sales \_\_\_\_\_
  - d. Malt beverage sales by the drink X
  - e. Wine sales by the drink X
  - f. Distilled spirits sales by the drink \_\_\_\_\_
  
3. Georgia State Taxpayer Identifier \_\_\_\_\_
  
4. Enter the name, name of registered agent and address under which your Business is registered with the Georgia Secretary of State. If the Business is not registered, then enter the name under which the Business owns property or acquires debt. Corporations, limited liability companies and other similar business entities (other than a sole proprietorship) shall apply for a license in the name of the business entity in care of a managing agent, who must be designated by resolution of the corporate entity as manager of the day to day operations of the premises. If the Business is a partnership, the legal name is the partnership name. In the case of a sole proprietorship, the legal name is the name of the individual owner of the Business.

Name of Business STICKS

Managing Agent MICHAEL LEE LAUREUM

Business Address 106 A WOOLSEY Rd.  
HAMPTON, GA 30228

Phone Number (7)897-2111 Fax (7)897-2111

Alternative Phone Number \_\_\_\_\_

Email STICKSPOOLROOM@ Website \_\_\_\_\_  
CHARTER.NET.

Registered Agent \_\_\_\_\_

Registered Agent Address \_\_\_\_\_

initial: CL

To whom it may concern —

As of May 18, 2016, I am  
resigning the tree board for  
health and personal reasons.

Respectfully,  
Johanna Johnson

**Kim D.**

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**From:** Tommy Engram  
**Sent:** Thursday, April 14, 2016 5:45 PM  
**To:** Kim D.  
**Subject:** FW: Tuition Reimbursement  
**Attachments:** Tuition Reimbursement.docx

Kim,

Please put the tuition reimbursement plan on the agenda for 5/10 for a vote. See Scott's remarks below.

Thanks,

**From:** L. Scott Mayfield [mailto:smayfield@smithwelchlaw.com]  
**Sent:** Monday, February 29, 2016 4:14 PM  
**To:** Tommy Engram <TEnggram@hamptonga.gov>  
**Subject:** RE: Tuition Reimbursement

When we adopted the personnel handbook, this is how we did it:

**SECTION 1. Code Section Amended.** Chapter 62 of the City of Hampton Code of Ordinances entitled "Personnel" is hereby amended by deleting Article III entitled "Personnel Policy" in its entirety and substituting in lieu thereof a new Article III to be entitled "Personnel Policy" to read as follows:

The Hampton City Council hereby adopts the Personnel Policy in the form attached hereto and incorporated herein by reference as Exhibit "A", and as amended from time to time, as the personnel policy for all employees of the City of Hampton. A copy of the Personnel Policy shall be available for inspection and review at all times in the office of the City Clerk.

I think the council can approve this amendment to the handbook via a regular vote. I assume if its is passed you will incorporate it in to the handbook and recirculate to the employees. The intention was (and it is not crystal clear from the language I used) that we could change the policy without having to do an amendment every time, thus the "as amended from time to time" language.

Or, you can insert this section into the handbook and we can use this ordinance again attaching the revised handbook as Ex. A.

Let's discuss.

SM

L. Scott Mayfield  
Attorney at Law  
Thomaston Street  
Barnesville, GA 30204  
770-358-3630 Office Number

## **Tuition Reimbursement (PROPOSAL)**

The Tuition Reimbursement Plan provides limited financial assistance for continuing education. The City of Hampton recognizes the value of education in the development of an employee's career. Through the Tuition Reimbursement Plan, the City will help approved employees by sharing part of the costs for courses taken that are related to a degree approved under the Tuition Reimbursement Plan. To apply for the Tuition Reimbursement program the employee must be an active, full time employee in good standing, who has been employed with the City of Hampton in excess of one year.

### **Requirements to Participate:**

- Full time Employee.
- Employee in good standing with the City of Hampton. (not on probation on below average performance evaluation)
- Employees who have been employed with the City of Hampton for a minimum of one year prior to beginning of class.
- Employees must be actively employed at the time of reimbursement.

### **Approve classes for Reimbursement (must meet all criteria):**

- Work related classes that can be utilized by employee in his/her department that would benefit the City of Hampton.
- Classes that are taken from an accredited institution of higher learning and that are part of a degree program.

### **City of Hampton Contributions:**

The City of Hampton will contribute a maximum reimbursement of \$600 per class *including* tuition and fees. Reimbursement per **calendar year** is not to exceed \$4,800 per employee. The employee must show proof that they have passed the course in order to receive any reimbursement.

### **Documentation Required:**

Tuition receipts, transcripts, and any scholarship or financial aid information.

### **Procedure:**

- Employees interested in the reimbursement program must get approval from his/her Department Director to determine if the desired course will benefit the department and the City.
- Acceptance into the program is based on a pre-determined set of criteria; a limited number of applicants will be accepted.
- If accepted into the program, at the time of registration the employee must submit tuition receipts, updated course of study worksheet and any scholarship or financial aid information to his/her Department Director for approval, who will forward to the City Clerk.

- The City Clerk will submit all tuition information to the City Manager for approval. If not approved, the City Clerk will immediately notify the employee.
- Upon completion of the course, the employee submits final grade transcripts to the City Clerk.

If the employee is receiving any type of financial aid (e.g. HOPE or other scholarships or grants), this would be deducted from the overall tuition and fees paid each semester, then the City of Hampton would reimburse any additional due up to the maximum allowed. If the employee does not disclose the receipt of financial aid, all City tuition reimbursements would be forfeited and any reimbursements paid to the employee would be due in its entirety back to the City. Educational student loans would not be deducted, as this requires repayment by the employees.



Albany  
Atlanta  
Augusta  
Savannah

January 13, 2016

Mr. Tommy Engram  
City Manager  
City of Hampton  
PO Box 400  
Hampton, Georgia 3028-0400

**RE: Letter Agreement  
2016 Annual Monitoring and Reporting  
City of Hampton Watershed Protection Plan**

Dear Mr. Engram:

Stevenson & Palmer Engineering, Inc. (SPE) proposes to provide engineering services related to recurrent annual monitoring and reporting requirements outlined in the City of Hampton's Watershed Protection Plan (WPP). The City's Watershed Assessment was submitted to the Georgia Environmental Protection Division (EPD) in December 2004 and the Watershed Protection Plan (WPP) was submitted in April 2008. Annual reporting services for 2016 will include coordination and review of the ongoing biological assessment; data reduction and review of the City's water quality sampling results (see attached table for summary of requirements); and preparation of the annual report forms, data templates, certification, and appropriate attachments.

Specifically, the scope of work proposed for 2016 WPP monitoring and reporting is as follows:

1. The Engineer will review and transfer provided data from the City's annual water quality monitoring activities consisting of two dry weather sampling events and one wet weather sampling event at the six (6) established monitoring locations as described in the WPP to the EPD-required templates for submittal. Monitoring activities also include collection and analysis of WPP-specified bacteriological samples. A suggested LTMP Summary Table is attached.
2. The Engineer will prepare the Annual Progress Report, Electronic Monitoring Data Submittal, and Certification due to GA EPD on June 30, 2016 in accordance with Agency requirements. The Annual Report will include discussion of available monitoring results, observed trends, and any BMPs, Ordinances, or water quality improvements resulting from the WPP as provided by the City. Attachments will include the 2015 Water Quality data and in-progress 2015 Biologic Assessment Reports.
3. The Engineer will coordinate with EPD and the City to ensure that all elements of the Watershed Protection Plan are in compliance, and the Engineer will make revisions necessary to maintain EPD's ongoing concurrence.

SPE will commence the engineering services, upon the City's authorization under the terms and conditions of Attachment B; Standard Contract Conditions. SPE's engineering fees for the 2016 services will be \$10,000 on a Lump Sum basis to be invoiced monthly on percent complete.

It should be noted, the EPD has recently revised some of the requirements for Long Term Monitoring Plans. Biological assessment frequency has been reduced from biennial to twice every five years, although some additional sampling parameters are required. As a result, the City should not need to initiate their next assessment until 2018.

A separate guidance document has also been published for revised Annual Reporting requirements (highlighted excerpt attached) regarding BMPs. City input will be needed to address some of this new information. SPE will contact City representatives with specific needs as the reporting date approaches.

If this Letter Agreement adequately defines the scope of work and is acceptable, please execute one (1) copy in the space provided below and return it to SPE as our Agreement and Authorization to Proceed.

Sincerely,  
**STEVENSON & PALMER ENGINEERING, INC.**



Richard L. Clegg, P.E.  
Environmental Engineer

ACCEPTED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF HAMPTON ANNUAL WATERSHED PROTECTION PLAN LONG TERM SAMPLING REQUIREMENTS**

The following table summarizes the long term sampling requirements for the City of Hampton based on their approved 2009 Watershed Protection Plan and subsequent agreements with EPD staff. The City is currently required to monitor three sampling locations: BR-6 on Bear Creek; TW-1 on the tributary to the Towaliga River; and, TC-1 on Thompson Creek. Water quality sampling must be done by City staff three times per year; 2 dry weather events (D) and one wet weather event (W). Bacteriological sampling sequences consisting of 4 daily grab samples within a 30-day period must be performed by City staff twice a year between May and October. Bacteriological must be performed biennially during odd years by a qualified subconsultant. All sampling results for the previous year are submitted to the EPD in June of each year with the mandatory Annual Report using Agency templates. Suggested sampling periods are annotated in the following table, although, the schedule can be adjusted based on actual precipitation conditions and staff availability.

SAMPLING PARAMETERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b><i>In situ measurements - (Field)</i></b>												
Air/Water Temperature												
pH					4	1			4			
Dissolved Oxygen (DO)					4	1			4			
Specific Conductivity					4	1			4			
Turbidity					4	1			4			
<b><i>Water Quality Data - (Lab)</i></b>												
Biological Oxygen Demand (BOD)					1-D	1-W			1-D			
Chemical Oxygen Demand (COD)					1-D	1-W			1-D			
Total Phosphorus					1-D	1-W			1-D			
Ortho Phosphorus					1-D	1-W			1-D			
Hardness					1-D	1-W			1-D			
Total Kjeldahl Nitrogen (TKN)					1-D	1-W			1-D			
Ammonia					1-D	1-W			1-D			
Nitrate/Nitrite					1-D	1-W			1-D			
Total Suspended Solids (TSS)					1-D	1-W			1-D			
Total Metals (Cd, Cu, Pb, Zn)					1-D	1-W			1-D			
<b><i>Bacteriological Sampling - (Lab)</i></b>												
Fecal Coliform (Geomean)					4							
E. Coli (Geomean)					4							

## ATTACHMENT A

### STEVENSON & PALMER ENGINEERING, INC. AUGUSTA REGIONAL SCHEDULE OF RATES MARCH 2013

Stevenson & Palmer Engineering, Inc. provides services on a time and expense basis as follow:

1. This basis includes allowance for direct salary expenses and direct non-salary expenses. It also provides for services that may be subcontracted.
2. Direct salary expenses are generally based upon our payroll costs. The hourly charge rates include the cost of salaries and wages for time directly chargeable to the project; plus overhead for indirect labor (sick, vacation, holiday, and non-billable); plus labor cost related overhead (payroll taxes, social security, retirement, and employee insurance benefits); plus general overhead for various business expenses.

<u>POSITION</u>	<u>HOURLY CHARGE RATE</u>
Principal Engineer	\$160.00
Engineering Manager	\$150.00
Project Manager	\$135.00
Survey Manager	\$125.00
Design Engineer	\$100.00
Contract Administrator	\$90.00
Engr/CADD Technician	\$80.00
Survey Technician	\$75.00
Construction Inspector	\$65.00
Administrative Assistant	\$55.00

Mileage	\$0.55/mi
Per Diem	\$30.00/night plus lodging

3. Miscellaneous phone calls, copies and offices supplies are included in the above rates. Extra outside costs for direct project expenses, including printing and reproduction, are billed at 1.1 times actual cost. Services of outside consultants are billed at 1.1 times actual cost. The 10% mark-up is for coordination and accounts handling to reduce the cost of overhead.
4. Projects will be billed monthly, or at the completion of work, with payment due upon receipt. Payment will be considered past due 30 days from date of invoice. Special billing and payment arrangements may be made as mutually agreed.
5. Should the project extend past the current year, the above rates are subject to change.

## ATTACHMENT B

### STEVENSON & PALMER ENGINEERING, INC.

#### STANDARD CONTRACT PROVISIONS

##### ASSIGNMENT

Neither party to this Agreement shall assign, or transfer any rights under or interest in this Agreement without the prior written consent of the other party except that ENGINEER may retain sub-consultants as ENGINEER deems appropriate and ENGINEER may make a collateral assignment of this Agreement to its lenders.

##### DISPUTE RESOLUTION

OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or breach thereof to mediation unless the parties mutually agree otherwise. Within fifteen (15) days of receipt by one party of notice of a dispute and demand for mediation from the other party, the parties shall jointly select a mediator and shall conduct mediation within (30) days of receipt by one party of notice of a dispute and demand for mediation from the other party. The cost of mediation shall be paid equally by both parties. In the event a mediator is not selected within the fifteen (15) day period or if mediation has not occurred within said thirty (30) day period (or at such other time as agreed to in writing by the parties), then the parties shall mediate such dispute in accordance with the Commercial Arbitration Rules and Mediation of the American Arbitration Association. The OWNER and the ENGINEER further agree to require a similar mediation provision in all agreements with independent contractors and consultants, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

##### ALLOCATION OF RISKS - INDEMNIFICATION

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's services under this Agreement. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by OWNER and ENGINEER in "Allocation of Risks", if any.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants from any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by OWNER, OWNER's officers, directors, partners, employees, agents and OWNER's consultants with respect to this Agreement or the Project.

In recognition of the relative risks and benefits of the project both to OWNER and to ENGINEER, the risks have been allocated such that OWNER agrees, to the fullest extent permitted by law, to limit the liability of ENGINEER and its sub-consultants to OWNER and to all construction contractors and subcontractors on the project or any third party for any and all claims, losses, costs, damages of any nature whatsoever, or claims and/or expenses from any cause or causes, including attorneys' fees and costs, so that the total aggregate liability of ENGINEER and its sub-consultants to OWNER and all construction contractors and all third parties shall not exceed ENGINEER's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. At additional cost, OWNER may obtain a higher limit prior to commencement of services. Additionally, OWNER and ENGINEER each waive any claim for consequential damages arising out of or in connection with the performance of this agreement.

If the OWNER requests drawings furnished by electronic media, the OWNER shall sign an agreement specifically excluding ENGINEER's liability from any use of such electronic media.

##### STANDARD OF CARE

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 conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's service.

This Agreement is based on applicable laws, regulations, standards, and requirements as of its Effective Date. Changes to these laws, regulations, standards, or requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, and compensation.

#### FAILURE TO PAY

If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice, then amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until OWNER has paid in full all amounts due for services, expenses, and other related charges. OWNER waives any and all claims against ENGINEER for any such suspension.

#### TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof, provided however, that if the failure is of such a nature that it cannot be cured within said thirty (30) day period, no right to terminate shall exist so long as the correcting party is diligently and in good faith pursuing the correction of the failure. The OWNER shall within thirty (30) calendar days of termination pay the ENGINEER for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

#### OPINIONS OF PROBABLE CONSTRUCTION COST

ENGINEER's opinions of probable construction cost are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable construction cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable construction cost, OWNER shall employ an independent cost estimator.

#### CONSTRUCTION PHASE SERVICES

Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees, agents or sub-consultants at a construction site, shall relieve any contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents or for the failure of any person or entity to carry out the work in accordance with any contract documents. Notwithstanding any inspections by ENGINEER or its employees, agents or sub-consultants, ENGINEER shall have no liability for the failure of any person or entity to carry out any work in accordance with any contract documents.

#### JOBSITE SAFETY

ENGINEER shall not at any time supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

The OWNER agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the OWNER's agreement with the Contractor. The OWNER also agrees that the OWNER, the ENGINEER and the ENGINEER's consultants shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy. The ENGINEER and his personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

#### UNUSUAL OR CONCEALED PHYSICAL CONDITIONS

In the event ENGINEER encounters concealed or unknown conditions of an unusual nature, differing materially from those ordinarily encountered in similar work, the OWNER agrees the ENGINEER's scope of services, times of performance, and compensation shall be equitably adjusted.

**MISCELLANEOUS PROVISIONS:**

- a. **Notice:** All notices, requests, demands, tenders and other communications required or permitted hereunder shall be made in writing and shall be deemed to be duly given if delivered in person or mailed certified mail, return receipt requested, to the addresses set forth. Either party hereto may change the address to which notices, requests, demands, tenders and other communications to such party shall be delivered or mailed by giving notice to the other party hereto in the manner herein provided.
- b. **Waiver:** Any term or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof, but such waiver shall only be effective if evidenced by a writing signed by such party. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on another occasion.
- c. **Amendments:** This Agreement may be amended or modified only by a writing signed by both of the parties hereto.
- d. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- e. **Governing Law:** The validity and effect of this Agreement shall be governed, construed and enforced under the laws of the State of Georgia.
- f. **Entire Agreement:** This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and there are no representations or understandings between the parties except as provided herein.
- g. **Section Headings:** Section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.
- h. **Time:** Time shall be of the essence in this Agreement.
- i. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.
- j. **Costs of Enforcement:** In the event that any party hereto defaults in the performance of its obligations hereunder, the non-defaulting party shall be entitled to recover from the defaulting party all fees, costs and expenses (including attorneys' fees and expenses) incurred in enforcing the provisions of this Agreement.
- k. **Construction of Agreement:** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto or thereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision.
- l. **No Third-Party Beneficiary:** This Agreement shall be binding upon, inure solely to the benefit of, and be enforceable by only the parties hereto, their respective successors and permitted assigns, and nothing in the Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, their respective successors and permitted assigns, any rights, remedies, obligations or liabilities of any nature whatsoever.