



**CITY OF ST. MARYS, GEORGIA
SPECIAL CITY COUNCIL MEETING**

**February 22, 2012
6:00 p.m.**

AGENDA

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

QUORUM: YES ___ NO ___

V. BUSINESS:

A. AQUATIC CENTER CONCRETE FLOORS RESTORATION PROJECT:.....TAB "A"

To authorize the mayor to enter into an agreement with JJBR (Sierra Stone) for the amount of \$9,500.00 for the Aquatic Center Concrete Floors Restoration Project

B. AQUATIC CENTER LAZY RIVER PVC LINER PROJECT:.....TAB "B"

To authorize the Mayor to enter into an agreement with Aquatic Renovation Systems, Inc. for the amount of \$73,583.00 for the Aquatic Center Lazy River Pool Liner Installation Project

C. LIBRARY POSITION:.....TAB "C"

Authorization to hire two part-time personnel to replace the full-time vacant position

VI. ADJOURNMENT:

CITY COUNCIL MEETING

February 22, 2012

TITLE: Aquatic Center Concrete Floors Restoration Project

PURPOSE: To authorize the Mayor to enter into an agreement with JJBR (Sierra Stone) for the amount of \$9,500.00 for the Aquatic Center Concrete Floors Restoration Project.

RECOMMENDATION: Approval.

HISTORY/ANALYSIS:

Annually the Public Works Department has been pressure washing and re-painting the Aquatic Center floors. The annual cost for paint and manpower was \$1600.00. With the amount of traffic, the paint has not been lasting for a complete season. Once the coating is worn, the floors become slippery and a safety hazard. The City also received a cost estimate of \$15,000 to install tile. Other alternate to painting was investigated, and based on that information a Bid Package was developed and advertised for a stone and epoxy overlay. The stone and epoxy overlay is slip resistant due to its porous nature. The City had one company provide a bid.

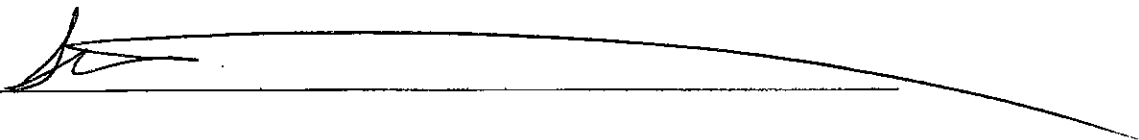
JJBRD (Sierra Stone) \$9,500

Funding for this project will be SPLOST VI

Department
Director:



City
Manager:



CITY COUNCIL MEETING

December 5, 2011

TITLE: Aquatic Park

PURPOSE: Approval for Repairs

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: The St. Marys Aquatic Park has been operational since 2002. It is a great asset to this community. The Park is in need of major repairs before it can be opened for the new season. Our staff has been repairing the items that can be completed in house. There are repairs beyond our expertise that will need to be out sourced. Staff is seeking approval to move forward with bidding the much needed repairs at the Aquatic Park. Also, Staff recommends SPLOST VI - Facilities funds be used to complete the projects. Current SPLOST VI (Facilities) is estimated at \$1,000,000 with a total of \$283,761 spent to date. Estimated Aquatic Park projects are as follows:

Pool Liner	\$88,000
Restore Restroom Floors	\$ 8,000
Repair Slide Stairs	?

The PSA continues to work part-time to maintain the Park. Staff is in the discussion stage with the PSA as to the future of the Aquatic Park. All improvement to the Aquatic Park will need to be completed before the City proceeds with any agreements.

Department

Director:

Kenny Brown

City

Manager:

[Signature]

paid in full before issuance of the alcohol license or approve the restructured plan in order to issue the license.

Councilmember Post moved to approve the payment plan for PAE Enterprise, Inc. Councilmember Trade seconded the motion. Council discussed being consistent with state law and requested the City Attorney's opinion. The City Attorney did not see a problem with state law because it is left up to the governing authority to collect on their own fees for licensing. There would be a concern if state taxes were not paid. The City is empowered to waive their own fees. Council questioned whether an issue such as this has happen before. The City Clerk responded that to her knowledge it has not happen before with an alcohol license. Voting was unanimous in favor of the motion.

D. 2012 ALCOHOL LICENSE RENEWALS (*):

To approve the Alcohol License renewals for 2012

Councilmember Trader moved to approve the 2012 Alcohol License Renewals. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

E. 2012 HOLIDAY SCHEDULE (*):

To approve the 2012 City of St. Marys Holiday Schedule

Councilmember Trader moved to approve the 2012 City of St. Marys Holiday Schedule. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

F. POLICE DEPARTMENT K-9 POSITION: (REMOVED)

To request permission to allow a K-9 handler who resides out-of-county to take his issued vehicle home

***G. AQUATIC CENTER:**

To approve the repairs to the Aquatic park at an estimated cost of \$96,000

The Finance Director stated that there were major repairs needed before the park could be open for the new season, many of which are beyond staff's expertise that will need to be put out for bid. The repairs include tiles, pool liner, sandblast rusting stairs, and new restroom floors.

The City Manager recommended the use of SPLOST funding and whether it is sold or someone else manages the facility they would want the improvements made before moving forward. Some of the repairs were safety issues and could be addressed quickly.

Councilmember Trader made a motion to go out for bid on the whole package so it could come back for consideration by future Council. Councilmember Morrissey seconded the motion. Council discussed identifying other potential repairs and preventive maintenance

before going out for bid, continue talks with the county, expansion and possibly advertise for sale. Voting was unanimous in favor of the motion.

H. GEORGIA CRIME INFORMATION CENTER AGREEMENT (*):

To renew the two years' service agreement with the Georgia Bureau of Investigation for criminal history record checks through the City Clerk's Office

Councilmember Trader moved to approve the Georgia Bureau of Investigation Agreement for two years. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

I. PUBLIC WORKS MECHANIC POSITION (*):

To authorize the filling of a vacant mechanic's position in the Public Works Department

Councilmember Trader moved to approve the Public Works mechanic position. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

J. DECEMBER 19TH CITY COUNCIL MEETING:

To discuss whether to cancel or reschedule the meeting due to Christmas holiday vacations

Councilmember Hase moved to cancel and call a special meeting if needed. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

K. RETIREMENT PLAN UPDATE & RESOLUTION (*):

To amend and restate the 457(b) plan document to comply with the Pension Protection Act (PPA) of 2006, and Heroes Earnings Assistance and Relief Tax Act (HEART) of 2008, and the Small Business Jobs Act of 2010 (the Jobs Act)

Councilmember Trader moved to approve the Retirement Plan Update & Resolution. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

L. CIP ST. MARYS AIRPORT:

To approve the five-year CIP Plan and authorize the City Manager to sign the application for Federal Assistance for the St. Marys Airport

Councilmember Trader moved to approve the five year CIP for maintenance and repair at St. Marys Airport. Councilmember Morrissey seconded the motion for discussion. Council discussed the increase cost of the crack seal on the runway, only performing safety and maintenance repairs, approving one fiscal year at a time and last year's changes made by the City's engineer and state inspection results.

Councilmember Hase requested for the record that Mr. Swanson's statement be included in the minutes and the application will have what council approves. The AWOS is hundreds of thousands of dollars of federal money. Chairman Steve Swanson stated that, "The only thing

AQUATIC CENTER CONCRETE FLOORS RESTORATION

SECTION 01200

CONTRACT

STATE OF GEORGIA
COUNTY OF CAMDEN

CONSTRUCTION CONTRACT

This **CONTRACT** made and entered into this ____ day of _____, 20__, by and between the CITY OF ST. MARYS, GEORGIA, a municipal corporation, hereinafter "Owner", and, JJBRD hereinafter "Contractor",

WITNESSETH

That for and in consideration of the mutual covenants, obligations, and agreements contained herein, the sufficiency of which such consideration the parties hereby acknowledge by their execution hereof, it is hereby agreed as follows:

1

Contractor agrees to provide all labor and materials to construct in a good, workmanlike and substantial manner the City of St. Marys Aquatic Center Concrete Floor Restoration Project hereinafter called the "Project" upon the property of the Owner which is located at 301 Herb Bauer Drive, St. Marys, GA. 31558.

The Work, more particularly, shall consist of:

- Furnishing all materials, equipment, fuel, and labor for the installation of Decorative Stone and Epoxy Overlay on existing concrete floors located in the following areas:
 - Men's Bathroom and entry way.
 - Family Changing Room.
 - Foyer between the Men's Bathroom and Family Changing Room.
 - Women's Bathroom and entry way.
 - Kitchen and Concession Area.

In addition, the work required includes:

- Cleaning and preparing the existing floors for the installation of the decorative stone and epoxy overlay.
- The Work shall conform to the Project Specifications and Manufacturer's
- Contractor shall be solely responsible for all safety measures on or off the site, and shall comply with all applicable Federal, State and City of St. Marys' laws, rules and regulations.

2

Contractor hereby acknowledges and admits that the description of materials, specifications, plans, and drawings are sufficient for their intended use and purpose, and that work can be fully and successfully executed in accordance therewith, without any additional or extra work other than such as is necessarily implied therein, or to be inferred therefrom, upon a fair and liberal construction.

3

The Owner, without invalidating this Contract, may order extra work, or make changes in writing by altering, adding

01200-1

AQUATIC CENTER CONCRETE FLOORS RESTORATION

SECTION 01200

CONTRACT

to or deducting from the work; the Contract sum being adjusted accordingly in one or more of the following ways as agreed upon by the parties hereto in writing before such work is begun:

- (a) By estimate and acceptance in a lump sum; or
- (b) By unit prices agreed upon; or
- (c) By cost and percentage; or
- (d) By cost and a fixed fee.

All provisions of this Contract shall apply to any changes, omissions or extra work in a like manner and to the same extent as to work contracted for, and no changes, omissions or extra work shall annul or invalidate this Contract.

4

The Owner shall pay the Contractor for the performance called for in this Contract, subject to additions and deductions as agreed upon in writing by the parties, the sum of \$9,500.00 which is to be paid as follows:

- a) The Owner shall make a lump sum payment to the Contractor after such time that all work has been completed and accepted by the Owner.

5

The Contractor shall maintain such insurance as will protect him from claims under the Worker's Compensation Act, and protect him and the Owner from claims for damages because of death, bodily injury or property damage which may arise from and during the operations under this Contract and shall furnish Owner evidence of such insurance.

6

The Project or work to be performed under this Contract shall be commenced on or before the ____ day of _____, 2012, and shall be completed by _____ day of _____, 2012 which is 14 consecutive calendar days after Notice to Proceed. Owner is authorized to deduct out of payment which may be due or become due to Contractor as damages for non-completion of work within the time stipulated for its completion, or within such extensions of the completion time granted by Owner in writing, the sum of \$200 per day for each and every day beyond the stipulated date of completion and in view of the difficulties of estimating delay damages, the Contractor hereby agrees to the said amount as the liquidated damages that Owner will suffer by reason of such default by Contractor in timely performance and not by way of penalty.

7

Contractor hereby assumes and shall take all responsibility for the work or Project, shall bear all losses resulting to him on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or because of site conditions or nature of the land and site in or upon which the work is to be performed is different from what was assumed or expected or on account of the weather, floods, windstorm or other causes.

8

If at any time there shall be evidence of any lien or claim for which, if established, the Owner may become liable and which is chargeable to Contractor, Owner shall have the right to retain out of any payment then due, or thereafter to become

AQUATIC CENTER CONCRETE FLOORS RESTORATION

SECTION 01200

CONTRACT

due, an amount sufficient to completely indemnify Owner against such lien or claim. After all payments are made, Contractor shall refund to owner any and all monies that Owner may be compelled to pay in discharging any lien or any such claim(s) made obligatory in consequence of Contractor's default.

9

No payment by Owner made under this Contract, shall be construed as an acceptance of defective work or improper materials.

10

Contractor shall indemnify and save harmless the Owner from all claims, demands, causes of action, or suits of whatever nature arising out of the work to be performed by Contractor and its subcontractors under this Contract.

11

Contractor by his execution hereof hereby acknowledges and agrees that it has examined the drawings, plans, specifications, list of materials and Owner's Public Works Manual and Specifications, as amended, and has examined the Project or work site so as to be thoroughly familiar with all requirements of the Project or work to be performed.

12

If Contractor neglects to do work properly or fails to perform any provision of this Contract, including completing the Project within the specified time, or if Contractor fails to continue and prosecute its work for a period of 14 days, Owner after 5 days written notice to Contractor, may make good the deficiency and deduct the cost thereof from any remaining payment or payments due the Contractor, without prejudice to any other remedy Owner has, or Owner at its option may terminate the Contract and hold Contractor liable for payments made to that time, take possession of all materials, and finish the Project and work by such means as Owner may see fit, and if the unpaid balance of the Contract price exceeds the expense of completing the Project, such excess shall be adjusted between Owner and Contractor but, if such expense exceeds the unpaid balance due to Contractor, Contractor shall be liable for the difference to the Owner.

13

In the event Contractor becomes bankrupt, or makes an assignment for the benefit of creditors, Owner shall have the right to terminate and cancel this Contract.

14

The Contractor agrees not to assign this Contract or any amount payable hereunder or to sublet the whole or substantially the whole of this Contract, except with prior written consent of the Owner. The Contractor also agrees upon request to disclose to the Owner the names of all persons with whom he has contracted or intends to contract or hereafter contracts, with respect to work or materials to be furnished in connection herewith. The Contractor shall keep the premises free from accumulation of waste materials and rubbish and at the completion of the work he shall remove from the premises all rubbish, implements and surplus materials.

01200-3

AQUATIC CENTER CONCRETE FLOORS RESTORATION

SECTION 01200

CONTRACT

15

This Contract contains the entire agreement between the parties and there are no collateral oral agreements or understandings. The parties hereby expressly acknowledge that they are not relying upon any representation or promise of the other, or of their respective agents or employees, except as may be expressly set forth herein. No subsequent agreement shall be effective to change, modify or terminate this Contract in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

16

No delay or failure by a party to exercise any right under this Contract, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

17

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Georgia.

18

The terms, provisions, obligations and covenants contained in this Contract shall apply to inure to the benefits of and be binding upon the parties hereto and their respective heirs, assigns, successors in interest, and legal representatives.

19

Any notice or other document to be provided shall be sufficiently given, provided or served hereunder to or on either party if sent by registered mail addressed as follows:

To Owner, at: 418 Osborne Street, St. Marys, Georgia 31558.

To the Contractor at: 400 Oak Stump Circle, St. Marys, Georgia 31558

20

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21

Contractor shall deliver to Owner, prior to commencement of work on the Project, an affidavit in compliance with O.C.G.A. § 13-10-91. Said affidavit will be attached to and included as part of this Contract. As a further condition of this Construction Contract, Contractor shall provide Owner with notice of the identity of any and all subcontractors hired or contracted with by contractor or any of its subcontractors to do work on this Project. The notice will include an affidavit from each subcontractor in compliance with O.C.G.A. § 13-10-91 and shall include the subcontractor's name, address, user identification number and date of subcontractor's authorization to use the federal work authorization program.

22

NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race,

01200-4

AQUATIC CENTER CONCRETE FLOORS RESTORATION

SECTION 01200

CONTRACT

color, religion, physical handicap, sex, age, or national origin.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the City of St. Marys (hereinafter referred to as City), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either, by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as the City may direct as a means

AQUATIC CENTER CONCRETE FLOORS RESTORATION

SECTION 01200

CONTRACT

of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

AQUATIC CENTER CONCRETE FLOORS RESTORATION

SECTION 01200

CONTRACT

In witness whereof the parties have executed this Contract this _____ day of _____, 20__.

Approved as to form before execution:

By: _____
Attorney for the Owner

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

OWNER:

CITY OF ST. MARYS, GEORGIA

By: _____ (SEAL)
William DeLoughy - Mayor

Attest: _____ (SEAL)
Darlene Roellig - City Clerk

CONTRACTOR:

By: _____ (SEAL)

Attest: _____ (SEAL)
Secretary (if corporation)

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

CITY COUNCIL MEETING

February 22, 2012

TITLE: Aquatic Center Lazy River Pool Liner Installation Project

PURPOSE: To authorize the Mayor to enter into an agreement with Aquatic Renovation Systems, Inc for the amount of \$73,583.00 for the Aquatic Center Lazy River Pool Liner Installation Project

RECOMMENDATION: Approval.

HISTORY/ANALYSIS:

Multiple times over the years, the City has had different contractors attempt to seal the leaks in the Lazy River. In addition to the leaks, the tile work has failed. Overall the condition of the structure has continued to deteriorate. A bid package was developed for an installation of a pool liner with a minimum of 10 year warranty.

The City had one company provide a bid.

Company	10 Year Warranty	15 year Warranty
Aquatic Renovation Systems, Inc	\$71,649.00	\$73,583.00

Aquatic Renovation Systems, Inc was the company that provided PVC pool liner systems for Summer Waves Water Park on Jekyll Island. Summer Waves Water Park had the 15 year warranty product installed. A cost increase to provide a fifteen year warranty (material upgrade) is \$1934.00. Funding for this project will be SPLOST VI

Department

Director: 

City

Manager: 

AQUATIC CENTER LAZY RIVER POOL LINER INSTALLATION

SECTION 01200

CONTRACT

STATE OF GEORGIA
COUNTY OF CAMDEN

CONSTRUCTION CONTRACT

This **CONTRACT** made and entered into this ____ day of _____, 2012, by and between the CITY OF ST. MARYS, GEORGIA, a municipal corporation, hereinafter "Owner", and, Aquatic Renovation Systems, Inc (akaRenoSys Corporation) hereinafter "Contractor",

WITNESSETH

That for and in consideration of the mutual covenants, obligations, and agreements contained herein, the sufficiency of which such consideration the parties hereby acknowledge by their execution hereof, it is hereby agreed as follows:

1

Contractor agrees to provide all labor and materials to construct in a good, workmanlike and substantial manner the City of St. Marys Aquatic Center Lazy River Pool Liner Installation Project hereinafter called the "Project" upon the property of the Owner which is located at 301 Herb Bauer Drive, St. Marys, GA. 31558.

The Work, more particularly, shall consist of:

- Furnishing all materials, equipment, fuel, and labor for the installation of a commercial pool liner system.

In addition, the work required includes:

- Cleaning and preparing the existing surfaces for the installation of the commercial pool liner system.
- The Work shall conform to the Project Specifications, Product Manufacturer's Recommendations and Aquatic Renovations Systems, Inc Bid Documents.
- Contractor shall be solely responsible for all safety measures on or off the site, and shall comply with all applicable Federal, State and City of St. Marys' laws, rules and regulations.

2

Contractor hereby acknowledges and admits that the description of materials, specifications, plans, and drawings are sufficient for their intended use and purpose, and that work can be fully and successfully executed in accordance therewith, without any additional or extra work other than such as is necessarily implied therein, or to be inferred therefrom, upon a fair and liberal construction.

3

The Owner, without invalidating this Contract, may order extra work, or make changes in writing by altering, adding to or deducting from the work; the Contract sum being adjusted accordingly in one or more of the following ways as agreed upon by the parties hereto in writing before such work is begun:

- (a) By estimate and acceptance in a lump sum; or
- (b) By unit prices agreed upon; or

AQUATIC CENTER LAZY RIVER POOL LINER INSTALLATION

SECTION 01200

CONTRACT

(c) By cost and percentage; or

(d) By cost and a fixed fee.

All provisions of this Contract shall apply to any changes, omissions or extra work in a like manner and to the same extent as to work contracted for, and no changes, omissions or extra work shall annul or invalidate this Contract.

4

The Owner shall pay the Contractor for the performance called for in this Contract, subject to additions and deductions as agreed upon in writing by the parties, the sum of \$73,583.00 which is to be paid as follows:

a) The Owner shall make a lump sum payment to the Contractor after such time that all work has been completed and accepted by the Owner.

5

The Contractor shall maintain such insurance as will protect him from claims under the Worker's Compensation Act, and protect him and the Owner from claims for damages because of death, bodily injury or property damage which may arise from and during the operations under this Contract and shall furnish Owner evidence of such insurance.

6

The Project or work to be performed under this Contract shall be commenced on or before the ____ day of _____, 2012, and shall be completed by 15 day of April, 2012 which is ____consecutive calendar days after Notice to Proceed. Owner is authorized to deduct out of payment which may be due or become due to Contractor as damages for non-completion of work within the time stipulated for its completion, or within such extensions of the completion time granted by Owner in writing, the sum of \$200 per day for each and every day beyond the stipulated date of completion and in view of the difficulties of estimating delay damages, the Contractor hereby agrees to the said amount as the liquidated damages that Owner will suffer by reason of such default by Contractor in timely performance and not by way of penalty.

7

Contractor hereby assumes and shall take all responsibility for the work or Project, shall bear all losses resulting to him on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or because of site conditions or nature of the land and site in or upon which the work is to be performed is different from what was assumed or expected or on account of the weather, floods, windstorm or other causes.

8

If at any time there shall be evidence of any lien or claim for which, if established, the Owner may become liable and which is chargeable to Contractor, Owner shall have the right to retain out of any payment then due, or thereafter to become due, an amount sufficient to completely indemnify Owner against such lien or claim. After all payments are made, Contractor shall refund to owner any and all monies that Owner may be compelled to pay in discharging any lien or any such claim(s) made obligatory in consequence of Contractor's default.

9

AQUATIC CENTER LAZY RIVER POOL LINER INSTALLATION

SECTION 01200

CONTRACT

No payment by Owner made under this Contract, shall be construed as an acceptance of defective work or improper materials.

10

Contractor shall indemnify and save harmless the Owner from all claims, demands, causes of action, or suits of whatever nature arising out of the work to be performed by Contractor and its subcontractors under this Contract.

11

Contractor by his execution hereof hereby acknowledges and agrees that it has examined the drawings, plans, specifications, list of materials and Owner's Public Works Manual and Specifications, as amended, and has examined the Project or work site so as to be thoroughly familiar with all requirements of the Project or work to be performed.

12

If Contractor neglects to do work properly or fails to perform any provision of this Contract, including completing the Project within the specified time, or if Contractor fails to continue and prosecute its work for a period of 14 days, Owner after 5 days written notice to Contractor, may make good the deficiency and deduct the cost thereof from any remaining payment or payments due the Contractor, without prejudice to any other remedy Owner has, or Owner at its option may terminate the Contract and hold Contractor liable for payments made to that time, take possession of all materials, and finish the Project and work by such means as Owner may see fit, and if the unpaid balance of the Contract price exceeds the expense of completing the Project, such excess shall be adjusted between Owner and Contractor but, if such expense exceeds the unpaid balance due to Contractor, Contractor shall be liable for the difference to the Owner.

13

In the event Contractor becomes bankrupt, or makes an assignment for the benefit of creditors, Owner shall have the right to terminate and cancel this Contract.

14

The Contractor agrees not to assign this Contract or any amount payable hereunder or to sublet the whole or substantially the whole of this Contract, except with prior written consent of the Owner. The Contractor also agrees upon request to disclose to the Owner the names of all persons with whom he has contracted or intends to contract or hereafter contracts, with respect to work or materials to be furnished in connection herewith. The Contractor shall keep the premises free from accumulation of waste materials and rubbish and at the completion of the work he shall remove from the premises all rubbish, implements and surplus materials.

15

This Contract contains the entire agreement between the parties and there are no collateral oral agreements or understandings. The parties hereby expressly acknowledge that they are not relying upon any representation or promise of the other, or of their respective agents or employees, except as may be expressly set forth herein. No subsequent agreement shall be effective to change, modify or terminate this Contract in whole or in part unless such is in writing and duly signed by the

01200:3

AQUATIC CENTER LAZY RIVER POOL LINER INSTALLATION

SECTION 01200

CONTRACT

party against whom enforcement of such change, modification or termination is sought.

16

No delay or failure by a party to exercise any right under this Contract, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

17

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Georgia.

18

The terms, provisions, obligations and covenants contained in this Contract shall apply to inure to the benefits of and be binding upon the parties hereto and their respective heirs, assigns, successors in interest, and legal representatives.

19

Any notice or other document to be provided shall be sufficiently given, provided or served hereunder to or on either party if sent by registered mail addressed as follows:

To Owner, at: 418 Osborne Street, St. Marys, Georgia 31558.

To the Contractor at: 2825 E. 55th Place, Indianapolis, IN 46220

20

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21

Contractor shall deliver to Owner, prior to commencement of work on the Project, an affidavit in compliance with O.C.G.A. § 13-10-91. Said affidavit will be attached to and included as part of this Contract. As a further condition of this Construction Contract, Contractor shall provide Owner with notice of the identity of any and all subcontractors hired or contracted with by contractor or any of its subcontractors to do work on this Project. The notice will include an affidavit from each subcontractor in compliance with O.C.G.A. § 13-10-91 and shall include the subcontractor's name, address, user identification number and date of subcontractor's authorization to use the federal work authorization program.

22

NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

1. **Compliance with Regulations**

The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the

01200-4

AQUATIC CENTER LAZY RIVER POOL LINER INSTALLATION

SECTION 01200

CONTRACT

City of St. Marys (hereinafter referred to as City), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either, by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

AQUATIC CENTER LAZY RIVER POOL LINER INSTALLATION

SECTION 01200

CONTRACT

In witness whereof the parties have executed this Contract this _____ day of _____, 20__.

Approved as to form before execution:

By: _____
Attorney for the Owner

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

OWNER:

CITY OF ST. MARYS, GEORGIA

By: _____ (SEAL)
William DeLoughy - Mayor

Attest: _____ (SEAL)
Darlene Roellig - City Clerk

CONTRACTOR:

By: _____ (SEAL)

Attest: _____ (SEAL)
Secretary (if corporation)

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

CITY COUNCIL MEETING

December 5, 2011

TITLE: Aquatic Park

PURPOSE: Approval for Repairs

RECOMMENDATION: Approval.

HISTORY/ANALYSIS: The St. Marys Aquatic Park has been operational since 2002. It is a great asset to this community. The Park is in need of major repairs before it can be opened for the new season. Our staff has been repairing the items that can be completed in house. There are repairs beyond our expertise that will need to be out sourced. Staff is seeking approval to move forward with bidding the much needed repairs at the Aquatic Park. Also, Staff recommends SPLOST VI - Facilities funds be used to complete the projects. Current SPLOST VI (Facilities) is estimated at \$1,000,000 with a total of \$283,761 spent to date. Estimated Aquatic Park projects are as follows:

Pool Liner	\$88,000
Restore Restroom Floors	\$ 8,000
Repair Slide Stairs	?

The PSA continues to work part-time to maintain the Park. Staff is in the discussion stage with the PSA as to the future of the Aquatic Park. All improvement to the Aquatic Park will need to be completed before the City proceeds with any agreements.

Department

Director: _____

Murray Brown

City

Manager: _____

[Signature]

paid in full before issuance of the alcohol license or approve the restructured plan in order to issue the license.

Councilmember Post moved to approve the payment plan for PAE Enterprise, Inc. Councilmember Trade seconded the motion. Council discussed being consistent with state law and requested the City Attorney's opinion. The City Attorney did not see a problem with state law because it is left up to the governing authority to collect on their own fees for licensing. There would be a concern if state taxes were not paid. The City is empowered to waive their own fees. Council questioned whether an issue such as this has happen before. The City Clerk responded that to her knowledge it has not happen before with an alcohol license. Voting was unanimous in favor of the motion.

D. 2012 ALCOHOL LICENSE RENEWALS (*):

To approve the Alcohol License renewals for 2012

Councilmember Trader moved to approve the 2012 Alcohol License Renewals. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

E. 2012 HOLIDAY SCHEDULE (*):

To approve the 2012 City of St. Marys Holiday Schedule

Councilmember Trader moved to approve the 2012 City of St. Marys Holiday Schedule. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

F. POLICE DEPARTMENT K-9 POSITION: (REMOVED)

To request permission to allow a K-9 handler who resides out-of-county to take his issued vehicle home

*** G. AQUATIC CENTER:**

To approve the repairs to the Aquatic park at an estimated cost of \$96,000

The Finance Director stated that there were major repairs needed before the park could be open for the new season, many of which are beyond staff's expertise that will need to be put out for bid. The repairs include tiles, pool liner, sandblast rusting stairs, and new restroom floors.

The City Manager recommended the use of SPLOST funding and whether it is sold or someone else manages the facility they would want the improvements made before moving forward. Some of the repairs were safety issues and could be addressed quickly.

Councilmember Trader made a motion to go out for bid on the whole package so it could come back for consideration by future Council. Councilmember Morrissey seconded the motion. Council discussed identifying other potential repairs and preventive maintenance

before going out for bid, continue talks with the county, expansion and possibly advertise for sale. Voting was unanimous in favor of the motion.

H. GEORGIA CRIME INFORMATION CENTER AGREEMENT (*):

To renew the two years' service agreement with the Georgia Bureau of Investigation for criminal history record checks through the City Clerk's Office

Councilmember Trader moved to approve the Georgia Bureau of Investigation Agreement for two years. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

I. PUBLIC WORKS MECHANIC POSITION (*):

To authorize the filling of a vacant mechanic's position in the Public Works Department

Councilmember Trader moved to approve the Public Works mechanic position. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

J. DECEMBER 19TH CITY COUNCIL MEETING:

To discuss whether to cancel or reschedule the meeting due to Christmas holiday vacations

Councilmember Hase moved to cancel and call a special meeting if needed. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

K. RETIREMENT PLAN UPDATE & RESOLUTION (*):

To amend and restate the 457(b) plan document to comply with the Pension Protection Act (PPA) of 2006, and Heroes Earnings Assistance and Relief Tax Act (HEART) of 2008, and the Small Business Jobs Act of 2010 (the Jobs Act)

Councilmember Trader moved to approve the Retirement Plan Update & Resolution. Councilmember Post seconded the motion. Voting was unanimous in favor of the motion.

L. CIP ST. MARYS AIRPORT:

To approve the five-year CIP Plan and authorize the City Manager to sign the application for Federal Assistance for the St. Marys Airport

Councilmember Trader moved to approve the five year CIP for maintenance and repair at St. Marys Airport. Councilmember Morrissey seconded the motion for discussion. Council discussed the increase cost of the crack seal on the runway, only performing safety and maintenance repairs, approving one fiscal year at a time and last year's changes made by the City's engineer and state inspection results.

Councilmember Hase requested for the record that Mr. Swanson's statement be included in the minutes and the application will have what council approves. The AWOS is hundreds of thousands of dollars of federal money. Chairman Steve Swanson stated that, "The only thing

CITY COUNCIL MEETING

February 22, 2012

TITLE: LIBRARY

PURPOSE: Authorization to hire two part-time personnel to replace the full-time vacant position.

RECOMMENDATION: Staff recommends the hiring of two part-time positions in lieu of hiring one full-time person.

HISTORY/ANALYSIS: A full-time library technician position has become vacant in the Library. Staff would like to advertise to hire two part-time library technicians to fill the full-time vacancy which will save the City \$5,170 per year. The two part-time positions will offer 8 additional hours per week, to cover vacation, sick time and personal time off.

Department

Director:

Judy B. Armarout

Judy Brown

City

Manager:

[Signature]