

This summary is provided as a convenience and service to the public, media, and staff. It is not the intent to transcribe proceedings verbatim. Any reproduction of this summary must include this notice. Public comments are noted and heard by Council, but not quoted. This document includes limited presentation by Council and invited speakers in summary form. This is an official record of the Milton City Council Meeting proceedings. Official Meetings are audio recorded.

The Special Called Meeting of the Mayor and Council of the City of Milton was held on November 9, 2009 at 7:32 PM, Mayor Joe Lockwood presiding.

CALL TO ORDER

Mayor Lockwood called the meeting to order.

ROLL CALL

City Clerk Marchiafava called the roll and made general announcements.

Council Members Present: Councilmember Karen Thurman, Councilmember Julie Zahner Bailey, Councilmember Bill Lusk, Councilmember Burt Hewitt, Councilmember Alan Tart

Council Member Absent: Councilmember Tina D'Aversa was absent/excused.

PLEDGE OF ALLEGIANCE

Mayor Lockwood led the Pledge of Allegiance

APPROVAL OF MEETING AGENDA

Motion and Vote: Councilmember Thurman moved to approve Agenda Item 09-983, Approval of the meeting agenda. Councilmember Tart seconded the motion. There was no Council discussion. The motion passed unanimously.

PUBLIC COMMENT

There was no public comment.

NEW BUSINESS

City Clerk Marchiafava read agenda item 09-984.

Discussion and possible approval of a Term Sheet between CH2M Hill, Inc. and the City of Milton, Georgia for Transition Services.

City Manager Chris Lagerbloom

- This item is intended to clear up some loose ends with respect to our transition with CH2M Hill.
- What has brought this document to be is that we have deviated from the scope of work that we had on October 1st.
- We were invoiced in the month of October for services that related to a transition scope of service and at the time we received that invoice the city was not in receipt of that transition scope of work therefore we went to the drawing board to figure out exactly what we were paying for with that particular invoice.
- We tried to work through about a 15 page document before we realized that we would probably be working on that scope of work long after December 31st and we probably would not get to a point that we could get any type of agreement.
- This is a very simple clean amendment to the agreement that existed up until October 1st.
- In essence this commits CH2M Hill to a certain level of staffing through the remainder of this contract which is roughly another 45 days.
- There were certain pools of money in the lump sum contract that could be spent on things based on some triggering event, whether it was emergency road repair or pavement management or pothole repair.
- Based on what we have approved in the budget and based on what we have paid previously under the prior contract I believe that these payments are reasonable at this point.
- We have a base fee amount which was contemplated in this reduced scope of work at \$456,927 a month.

-
- We have added a planner back into that contract particularly because we have not completed the comp plan and I really wanted that planner to be able to work through the comp plan process because they were really ratcheting up at this point so we have a planner add back, an IT computer expense after an audit and inventory based on the scope of work that was delivered.
 - We have realized that the IT department is managing four less desk tops and eighteen more lap tops than they were and you can see the cost associated with that.
 - Grating and dust abatement, the reason that those are showing as credits is because the city was due during the previous contract a second grating.
 - In this initial pricing there was a third or what would be a third grating this year because we have not received the second one from the previous contract so what we have agreed to do at this point is to take the cost associated with grating and dust control out of this new contract and we are still owed that grating from the contract that has been completed so you will see that work done without any additional expense after October 1st which is why those are coming out as credits at roughly \$34,000.
 - The annual report was built into a yearlong contract.
 - The annual report printing was in the neighborhood of \$20,000 and instead of figuring out how we broke that apart, CH has agreed to credit us for October, November and December for those monthly payments.
 - It will be the city's responsibility to get it printed so at this point that one is really a wash.
 - I have those quotes and we will pay actual cost for the printing to get the annual report done.
 - What you then see is three months adjusted base fee based on the credits and the debits.
 - Transition cost, what is accounted for in transition cost or any associated moving expenses with CH's termination of the contract, I believe there was some archiving fees in there.
 - The biggest one in that particular line is the disputed common area maintenance cost.
 - There are some disputed common area maintenance costs which are probably cost that the city is responsible for.
 - We do not think that we share the entire burden in that we were not notified of these common area maintenance charges in the time period that we were contractually obligated to be notified in.
 - What this represents is CH2M Hill as well as the City of Milton splitting those disputed cost in half.
 - I believe that is a fair approach to get that one behind us.
 - What that means is that when we transition January 1st we should have no issue with us retaining the city hall facility as the City of Milton's.
 - Until we get that common area maintenance issue tidied up and moved along the landlord will not transfer the lease of this building to the City of Milton.

Councilmember Lusk

- He asked if that would be effective January 1st.

City Manager Lagerbloom

- Probably be effective a lot sooner than that.
- The landlord is ready to sign it over to us and both the city and CH2M Hill have agreed and consented to the lease assignment.
- In the IT section there is equipment and SunGard H T E that represents the actual acquiring and buy out of the computers, desktop, laptops printers.
- CH2M Hill will buy out the lease that exists and then we will acquire this technology at its fair market value.

Councilmember Thurman

- She asked if that included the software.

City Manager Lagerbloom

- Yes, it does.

-
- That allows the program to continue with the city and our IT folks are evaluating whether or not we are likely to keep the public works software as well as the document scanning software.
 - It is the \$156,000 a year software and the others we are talking about is a small percentage.
 - He is comfortable that we have both shared some of the burden based on our own interpretation of the contract.
 - We are receiving credits and \$67,000 for services that were not provided in the last contract year.
 - That is a three month transition cost of 1.513 million and that is well within what we were budgeted.
 - This is the fair equitable and reasonable way for us to transition out of this contract and actually be able to do it by December 31st.

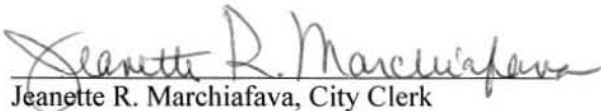
Motion and Vote: Councilmember Lusk moved to approve Agenda Item 09-984, approval of an amendment to the agreement for the provision of city services agreement between CH2M Hill, Inc. and the City of Milton Georgia. Councilmember Thurman seconded the motion. There was no Council discussion. The motion passed unanimously.

ADJOURNMENT


After no further business, the Special Called meeting adjourned at 7:56 p.m.

Motion and Vote: Councilmember Tart moved to adjourn the Special Called Meeting. Councilmember Thurman seconded the motion. There was no Council discussion. The motion passed unanimously.

Date Approved: December 7, 2009



Jeanette R. Marchiafava, City Clerk



Joe Lockwood, Mayor