



City of Hogansville
City Council
Meeting Agenda

Monday, July 19, 2021 – 7:00 pm

**Meeting will be held at Hogansville City Hall,
111 High Street, Hogansville, GA 30230**

Mayor: William C. Stankiewicz	2021	City Manager: Jonathan H. Lynn
Council Post 1: Reginald Jackson	2021	Assistant City Manager: Lisa E. Kelly
Council Post 2: Marichal Price	2021	City Attorney: Alex Dixon
Council Post 3: Mandy Neese*	2023	Chief of Police: Jeffrey Sheppard
Council Post 4: Mark Ayers	2023	
Council Post 5: Toni Striblin	2023	* Mayor Pro-Tem

Regular Meeting – 7:00 pm

Call to Order - Mayor Stankiewicz
Invocation & Pledge

Consent Agenda

1. Approval of Agenda: Regular Meeting, July 19, 2021
2. Approval of Minutes: Regular Meeting July 6, 2021

PRESENTATION

1. Special Employee Recognition

OLD BUSINESS

1. 2nd Reading and Adoption– Ordinance Amendment – Parking at Hogansville City Hall and City Owned Parking Lots

NEW BUSINESS

1. Request to Name Park – Triangle at Lawrence St & White St
2. Request to Name Park – Green Street
3. Selection of Firm for Hogansville Amphitheater

City Manager’s Report

Council Member Reports

1. Council Member Jackson
2. Council Member Price
3. Council Member Neese
4. Council Member Ayers
5. Council Member Striblin

Mayor’s Report

Adjourn

Upcoming Dates & Events

- July 22, 2021 | 6:00 pm – Mayor’s Town Hall at Hogansville City Hall
- August 2, 2021 | 7:00 pm – Regular Meeting of the Mayor and Council at Hogansville City Hall



Work Session Meeting

July 6, 2021

Meeting held at Hogansville City Hall, 111 High Street, Hogansville GA 30230

WORK SESSION MEETING

Call to Order: Mayor Bill Stankiewicz called the Work Session to order at 7:02 pm. Present were Council Members Marichal Price, Mandy Neese, and Toni Striblin. Also present were City Manager Jonathan Lynn, Assistant City Manager Lisa Kelly, and City Attorney Alex Dixon. Council Members Reginald Jackson and Mark Ayers were not present at tonight's meeting.

Mr. Willie Cameron gave the Invocation and Mayor Bill Stankiewicz led the Pledge of Allegiance.

Consent Agenda

Motion: A motion was made by Council Member Neese to approve the Consent Agenda, with an amendment to the agenda to allow Willie Cameron to speak about road debris. The motion was seconded by Council Member Striblin.

Roll Call Vote: Price (Yea), Neese (Yea), Striblin (Yea)

Motion Passed 3-0

Citizen Appearance

Mr. Willie Cameron spoke about the limbs and debris not being picked up on Pine St, Poplar St, and West Main Street. He gave suggestions on how to improve debris pickup.

Work Session Order of Business

1. Lake Jimmy Jackson Rules

City Manager Jonathan Lynn read the proposed Rules and Regulations for Lake Jimmy Jackson Park. There was no discussion from Council on this item.

2. Amphitheater Discussion

City Manager Jonathan Lynn gave two renovation proposals by landscape architects for Council to consider regarding the restoration of the amphitheater. Council Member Striblin said she would like the public's input at a public forum with ideas and comments before deciding which direction to go. City Manager Lynn said that there would be public hearings once an engineering firm was selected.

New Business

1. 1st Reading – Ordinance Amendment – Parking at Hogansville City Hall and City Owned Parking Lots

City Attorney Alex Dixon read the proposed ordinance amendment regarding City Hall parking and City-owned parking lots. No action was taken at tonight's meeting.

2. MEAG IPT

Motion: Council Member Neese moved to approve the MEAG IPT, allowing the City to purchase power from the City of Monroe, should the City need it. Council Member Striblin seconded the motion.

Roll Call Vote: Price (Yea), Neese (Yea), Striblin (Yea)

Motion Passed 3-0

3. Preliminary Platt Approval – Huntcliff Phase II

Motion: Council Member Neese moved to approve the Preliminary Platt for Huntcliff Phase II. The motion was seconded by Council Member Price.

Roll Call Vote: Price (Yea), Neese (Yea), Striblin (Yea)

Motion Passed 3-0

4. Preliminary Platt Approval – Shallow Creek Phases 2 and 2A

Council Member Neese moved to approve the Preliminary Platt for Shallow Creek Phases 2 and 2A. The motion was seconded by Council Member Price.

Roll Call Vote: Price (Yea), Neese (Yea), Striblin (Yea)

Motion Passed 3-0

5. Setback and Heated Square Foot Variance Requests – Chad Caldwell

Motion: Council Member Neese moved to approve the request from Chad Caldwell to change the setback from 15' to 10' and also allow the heated square foot to 850 sq. feet minimum. The motion was seconded by Council Member Price.

Roll Call Vote: Price (Yea), Neese (Yea), Striblin (Yea)

Motion Passed 3-0

Adjournment

On a motion made by Council Member Neese and dually seconded, Mayor Bill Stankiewicz adjourned the meeting at 7:47 pm.

Respectfully,



LeAnn Lehigh
Deputy City Clerk
City of Hogansville

AN ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HOGANSVILLE TO AMEND THE CODE OF THE CITY; TO AMEND SECTIONS 94-84 and 94-85 OF THE CODE OF THE CITY RELATED TO PARKING; TO LIMIT PARKING IN FRONT OF CITY HALL AND TO REFLECT THE CHANGE IN THE LOCATION OF CITY HALL; TO PROHIBIT OVERNIGHT PARKING IN CITY PARKING LOTS AND TO RESTRICT PARKING ALONG CITY STREETS; TO REPEAL CONFLICTING ORDINANCES; TO FIX AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

THE COUNCIL OF THE CITY OF HOGANSVILLE HEREBY ORDAINS:

SECTION 1:

That Sections 94-84 and 94-85 of the Code of Ordinances of the City of Hogansville be modified by deleting both of said sections, in their entirety, and inserting in lieu thereof new Sections 94-84 and 94-85 to read as follows:

“Sec. 94-84. – Parking at City Hall.

It shall be unlawful to park any vehicle on High Street in front of the City Hall between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday of each week, for periods of more than fifteen minutes. There shall be no parking in front of City Hall on the south side of High Street at any time. The police department shall patrol and keep appropriate notice of these parking restrictions on High Street in front of the City Hall.

Sec. 94-85. – No overnight parking in City parking lots; Parking only in marked parking spaces.

There shall be no overnight parking in City of Hogansville parking lots between the hours of 1:00 a.m. and 6:00 a.m., nor shall there be parking along any City streets except in marked parking spaces.

- (1) Parking is prohibited on the east side of Lawrence Street for a distance of 225 feet from the intersection of Church Street to the entrance of Melson Homes.
- (2) The no parking zone on the north side of East Main Street located near 412 East Main Street, also known as the Old Post Office, is a two-hour parking zone.”

SECTION 2:

All ordinances or parts of ordinances in conflict with the provisions of this ordinance shall be and the same are hereby repealed.

SECTION 3:

This ordinance, after adoption by the Council and upon approval by the Mayor, shall become effective immediately.

INTRODUCED AND FIRST READING _____

SECOND READING AND ADOPTED/REJECTED _____

SUBMITTED TO MAYOR AND APPROVED/DISAPPROVED _____

BY: _____
Mayor

ATTEST: _____
Clerk

**Policy and Procedure for the Naming or Renaming
of a Park, Street, Structure or Geographical Feature
Within the Corporate Boundaries of the City of Hogansville**

Purpose: The purpose of this policy is to establish a set of standards and guidelines for the naming or renaming of a street, park, structure or geographical feature within the corporate limits of the City of Hogansville owned or operated by the City. This policy will guide name recognition and establish and insure its uniform application. It is understood the responsibility for naming or renaming of a street, structure, park or geographical features lies with the governing body of the City of Hogansville.

Objectives:

- Naming of streets, parks, structures and geographical features enhances a sense of community within the City
- Ensure that parks and other features of the City are easily identified and located.
- Ensure that names given are consistent with the values and characteristics of the City.
- Assure the quality of the title/name, so that it will serve the purpose of the City in a permanent manner.
- Encourage public participation and input in order to fully represent the best interests of the area affected.
- Encourage and recognize the dedication of lands, or donations by individuals or groups.

Qualifying Names and/or Criteria:

- Geographical location of the facility including descriptive names.
- An outstanding feature of the area such as a hill, river or vegetation.
- Commonly recognized subjects of historical significance such as an event, person, group culture or place.
- A person or group who significantly contributed to the acquisition or development of the park or facility.
- An individual who provided an exceptional or significant service to the City.
 - If an elected official, the individual must have completed his/her term.
 - Other individuals must have retired from the position for which they are to be honored.
 - Individuals must have attained the age of 65 or be deceased.
 - The above does not apply in the case of property or structure donations.
 - Under unusual circumstances the governing body of the City may make exceptions to the above.
- A person whose contribution or significant gift is of a most extraordinary nature.
- Naming may be considered based on the provision of significant funding that underwrites the cost of renovation or construction of City property. Financial contributions or underwritings shall be broadly defined as substantial monetary contributions that completely or significantly enable City projects such as parks, buildings or property acquisition to occur. This may include monetary gifts and/or grants that leverage federal, state and local funding for such projects or complete donations of land.
- Land and facilities that are donated to the City can be named by deed restrictions by the donor. The naming and acceptance of land and/or facilities is subject to the approval of the City governing body.

- Naming may not conflict with public grant funding policies established by state or federal grant funding programs.

Exclusions: Naming associations with tobacco, alcohol, contraceptives, religious organizations, political candidates or adjudicated felons are prohibited.

Renaming: The intent of naming is for permanent recognition, however the dedication of small park amenities with an identifiable lifespan and not intended to be permanent such as benches and tables may be made. The renaming of parks, streets, structures and geographical features is strongly discouraged. It is recommended that efforts to change a name be subject to the most critical examination so as not to diminish the original justification for the name or discount the value of the prior contribution. Names may be changed only if the current name is ineffectual or inappropriate.

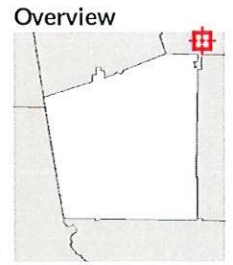
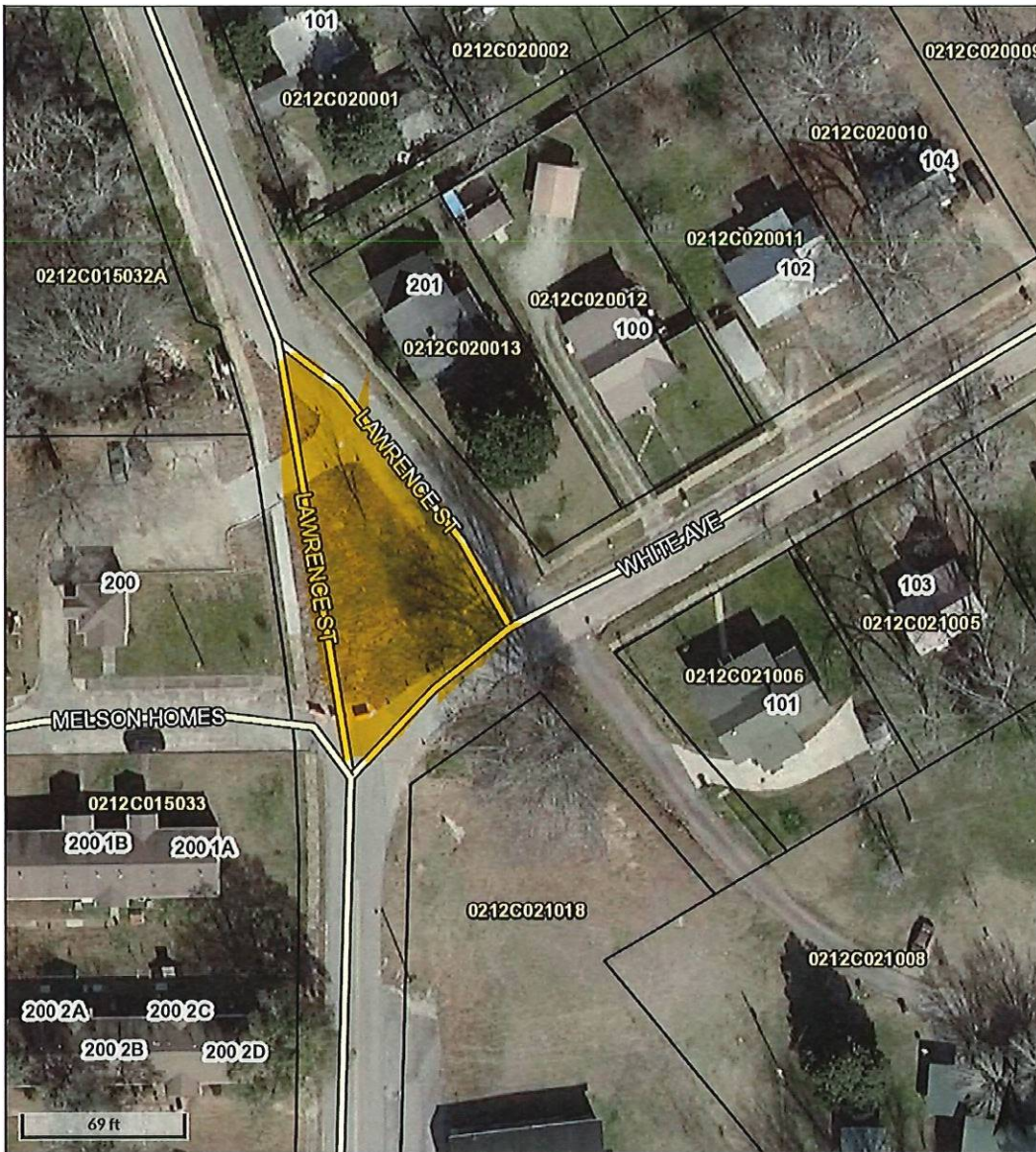
Procedure:

- Staff, city residents, community leaders and organizations interested in proposing a name or name change for a park, street, structure or geographical feature must submit in writing the justification for such name in detail together with recommendations, petitions, etc. to the City Manager.
- A non-refundable application fee of \$50 must be included with the proposal. Payment of this fee is not a guarantee of approval.
- When naming for an individual(s) written documentation of approval of next of kin, if possible, is required to be part of the proposal.
- When naming or renaming of a street is proposed the approval of the USPS and all individuals, businesses and organizations affected must be obtained.
- When naming or renaming of a geographical feature is proposed the approval of the appropriate state and/or federal agency(s) must be obtained.
- The City Manager shall prepare an estimate of the costs of signage and required changes to the park, street, structure or geographical feature. All such costs are to be borne by the requestor unless a request is made for City funds to be required.
- City staff shall make a recommendation of approval or disapproval the governing body.
- The governing body may allow for public input or comment.
- The governing body shall have the final authority to approve such name or name change.

The undersigned acknowledges receipt of these procedures and understands that the application fee is non-refundable, and further acknowledges responsibility for costs of signage and changes unless a request for City funds is attached to the proposal.

Name _____

Signature _____



- Legend**
- Address Numbers
 - Parcels
 - Roads

Date created: 7/15/2021
Last Data Uploaded: 7/14/2021 12:46:16 AM

Developed by  Schneider
GEOSPATIAL

CITY COUNCIL
Mayor Bill Stankiewicz
Reginald Jackson, Post 1
Marichal Price, Post 2
Mandy Neese, Post 3
Mark Ayers, Post 4
Toni Striblin, Post 5



Jonathan Lynn, City Manager
Lisa Kelly, Assistant City Manager
Alex Dixon, City Attorney

400 E Main St
Hogansville GA 30230-1196
706-637-8629 | cityofhogansville.org

COUNCIL ACTION FORM

MEETING DATE: July 19, 2021 **SUBMITTED BY:** Jonathan Lynn

AGENDA TITLE: Request to Rename Park at Greene Avenue

CLASSIFICATION (City Attorney must approve all ordinances, resolutions and contracts as to form)

- | | | | |
|--|-------------------------------------|---|---|
| <input type="checkbox"/> Ordinance (No. ____) | <input type="checkbox"/> Contract | <input type="checkbox"/> Information Only | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Resolution (No. ____) | <input type="checkbox"/> Ceremonial | <input checked="" type="checkbox"/> Discussion/Action | <input type="checkbox"/> Other |

BACKGROUND (Includes description, background, and justification)

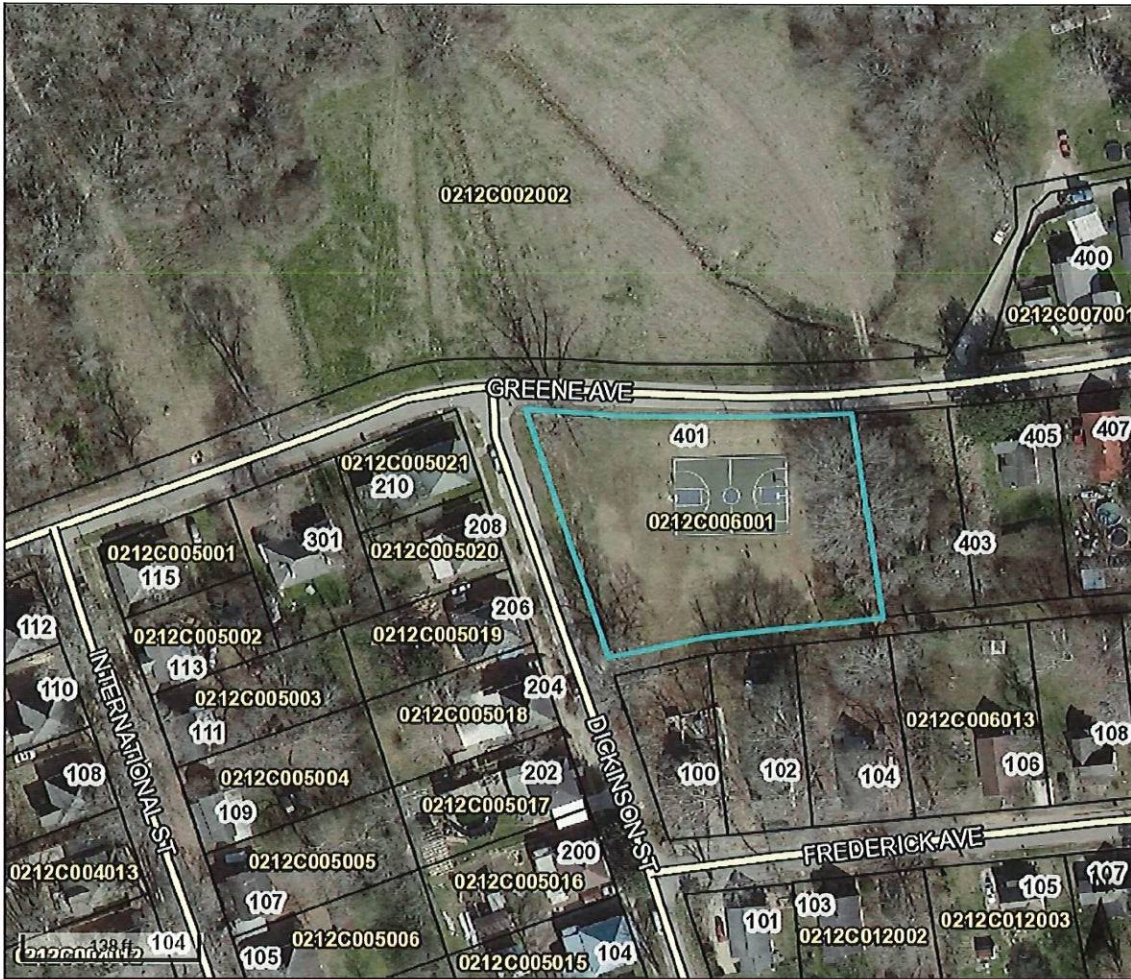
The City has instituted a request protocol for requests to name public areas (streets, parks, and other areas) throughout the City. There has been a request from City Council to bring this matter before Council to consider renaming the park around at Greene Avenue and Dickinson Street in honor of Ms. Francis Robinson,

BUDGETING & FINANCIAL IMPACT (Includes project costs and funding sources)

This project would be a city sponsored project and any associated costs (signage, marker, etc.) would be the sole responsibility of the City.

STAFF RECOMMENDATION (Include possible options for consideration)

Staff makes no recommendation on this project but the request has met the needed requirements set forth the guidance related to renaming areas of the city.



Legend

- Address Numbers
-  Parcels
-  Roads

Parcel ID	0212C006001	Owner	HOGANSVILLE CITY OF	Last 2 Sales			
Class Code	Exempt		400 E MAIN ST	Date	Price	Reason	Qual
Taxing District	18-HOGANSVILLE		HOGANSVILLE, GA 30230	6/1/1988		N	U
City	HOGANSVILLE	Physical Address	401 GREENE AVE	10/1/1985		NQ	U
Acres	1.02	Assessed Value	Value \$20300				
		Land Value	Value \$20300				
		Improvement Value					
		Accessory Value					

(Note: Not to be used on legal documents)

Date created: 7/15/2021
 Last Data Uploaded: 7/14/2021 12:46:16 AM

Developed by  Schneider
 GEOSPATIAL

CITY COUNCIL
Mayor Bill Stankiewicz
Reginald Jackson, Post 1
Marichal Price, Post 2
Mandy Neese, Post 3
Mark Ayers, Post 4
Toni Striblin, Post 5



Jonathan Lynn, City Manager
Lisa Kelly, Assistant City Manager
Alex Dixon, City Attorney

400 E Main St
Hogansville GA 30230-1196
706-637-8629 | cityofhogansville.org

COUNCIL ACTION FORM

MEETING DATE: July 19, 2021 **SUBMITTED BY:** Jonathan Lynn

AGENDA TITLE: Selection of Firm for Hogansville Amphitheater

CLASSIFICATION (City Attorney must approve all ordinances, resolutions and contracts as to form)

- | | | | |
|--|-------------------------------------|---|---|
| <input type="checkbox"/> Ordinance (No. ____) | <input type="checkbox"/> Contract | <input type="checkbox"/> Information Only | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Resolution (No. ____) | <input type="checkbox"/> Ceremonial | <input checked="" type="checkbox"/> Discussion/Action | <input type="checkbox"/> Other |

BACKGROUND (Includes description, background, and justification)

The City has received two quotes for the Amphitheater Renovation comprised of the project scope and development of surveying and concept planning services. Both quotes include a ½ day design charrette as requested at the previous Council meeting. Both quotes are attached to this agenda item. The city did request a third quote; however, the third firm decided to not go through with this project.

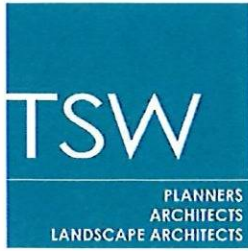
The two quotes that were received range from a low rate of \$17,640 to \$58,500. These numbers exclude hourly rates of principal architects and landscape architects, but the firm with the lower rate for services also had the lowest hourly rates; these rates can be found in the attached quotes. After reviewing the quotes and checking references and prior projects for both firms, the low quote from TSW out of Atlanta, GA satisfies all our needs for the Amphitheater renovation project scope and concept planning services.

BUDGETING & FINANCIAL IMPACT (Includes project costs and funding sources)

This project will be funded through SPLOST allocations.

STAFF RECOMMENDATION (Include possible options for consideration)

Staff recommends approving the quote from TSW in a not to exceed fee of \$17,640 for the project scope and development of surveying and concept planning services for the Amphitheater Renovation.



1447 Peachtree Street, NE
Suite 850
Atlanta, GA 30309

Phone: 404.873.6730
www.tsw-design.com

Principals:
William Tunnell
Jerry Spangler
Thomas Walsh
Caleb Racicot
Adam Williamson
Bryan Bays
Heather Hubble

July 12, 2021

Mr. Jonathan Lynn, City Manager
City of Hogansville
400 East Main Street
Hogansville, GA 30230

RE: Hogansville Amphitheater Concept Planning

This scope of services includes development of surveying and concept planning services for an historic amphitheater that is a 2.43-acre site located at 609 E Main Street, Hogansville, Georgia.

TASK 1. SURVEY

We will provide a complete topographic survey for the referenced site. Contours will be depicted at a two (2) foot interval and will be based vertically on the nearest available vertical benchmark. All above ground existing features including, but not limited to, curb and gutter, pavement, buildings, power lines, catch basins, drainage structures, paint stripes, ditches, sidewalks, etc. will be shown.

TASK 2. SITE VISIT AND MEETINGS

The team will visit the site and meet with the City to determine program. The team will photograph the existing structures (seat walls and stage) and site to determine the best design approach. The team will meet with the City virtually to review the concept plans (2 meetings).

TASK 3. 1/2 DAY PUBLIC CHARRETTE

The team will prepare for a ½ day public charrette. The charrette will include a visual preference survey for amphitheater buildings or stages and the team will create concept sketches with the public. This will give the public an opportunity to provide feedback during the initial design phase.

TASK 4. CONCEPT PLAN & STAGE DESIGN

The team will use the survey to create a concept plan for the City to review. The plan will include hardscape and landscape call outs for proposed materials that will be used to develop a cost estimate in the final step. The design strategies will emphasize rehabilitation of the amphitheater seating, stage and adding a food truck area. In addition, parking, mobile bathrooms and ADA access will be analyzed. The team will create an illustration of the stage and roof design based off of the existing footprint. Included is one revision based on City comments.

TASK 5. COST ESTIMATING

The team will provide preliminary budgetary construction cost estimates based on the concept plan. Allowances will be made for demolition, erosion control, and other site related improvements.

FEE

TSW will provide the scope of work outlined in this document for a Not To Exceed Fee of \$17,640 to be billed monthly based on percent of work complete. Expenses will be billed monthly at cost. Hourly rates: Principal: \$185.00; Architect and Landscape Architect \$70 to \$110.

Task 1. Survey	\$6,100
Task 2. Site Visit and Meetings	\$1,105
Task 3. ½ Day Public Charrette	\$1,935
Tasks 4 & 5. Concept Plan and Stage Design / Cost Estimating	\$8,500

SCHEDULE

The schedule is to have the project completed within 8 weeks of completed survey.

TERMS AND CONDITIONS

Payments: Payments are due and payable upon receipt of the Architect's monthly invoice. Upon request TSW will provide proposals for additional compensation including providing or coordinating services of consultants not identified in the project scope or understanding.

Termination: In the event of termination, suspension, or abandonment of the Project by the Owner, TSW shall be compensated for services performed through date of termination, suspension, or abandonment of project. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the TSW to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

Jurisdiction: This Agreement shall be governed by the law of the place where the Project is located.

If you are in agreement with these terms and scope, please sign below and return a digital or hard copy of this document.

Signature

Name Title Date
Authorized Representative

Sincerely,

A handwritten signature in blue ink, appearing to read 'Adam Williamson', with a stylized, cursive script.

Adam Williamson

Senior Principal
TSW



Goodwyn Mills Cawood

6120 Powers Ferry Road NW
Suite 350
Atlanta, GA 30339

T (770) 952-2481
F (770) 955-1064

www.gmcnetwork.com

April 13, 2021

Mr. Jonathan Lynn
City Manager
City of Hogansville
400 E Main St
Hogansville, GA 30230

RE: Amphitheater Park Renovation | Hogansville, GA via: e-mail

Dear Jonathan:

Goodwyn Mills and Cawood, Inc (GMC) appreciates the opportunity to submit a proposal for professional services for the proposed Amphitheater Park Renovation in Hogansville, Georgia. We have prepared this proposal for your review and comment and we look forward to working with you throughout this project. This proposal will define the general scope of the work, our project team, and our proposed services along with the compensation structure therefore.

A> PROJECT SCOPE:

The proposed project is comprised of a 2.43 acres lot. Parcel 0213B005006A is currently an existing park with an amphitheater and tennis courts. The basic scope will include the design of demolition, grading and drainage, erosion and sedimentation control, electrical design, landscape design, and hardscape design. The professional services that GMC will include in this proposal are: Civil Engineering, Landscape Architecture, Electrical Engineering, Survey Services and Construction Administration.

B> PROJECT TEAM:

The following group of Design and Consulting Professionals are being proposed as the design team:

Civil Engineering:	Goodwyn, Mills, and Cawood, LLC.
Landscape Architecture:	Goodwyn, Mills, and Cawood, LLC.
Electrical Engineering:	Goodwyn, Mills, and Cawood, LLC.
Survey Services:	Goodwyn, Mills, and Cawood, LLC.
Construction Administration:	Goodwyn, Mills, and Cawood, LLC.

C> BASIC SERVICES:

We have included comprehensive consulting services associated with the above described project scope. Provided consulting services include the following:

- *Civil Engineering:* GMC will provide full-service Civil Engineering design services to include the following scope: general notes, demolition, detail grading with additional detailed "blow ups" as required, drainage with profiles (if any), any adjustments to existing drainage, and erosion control/BMP's. During construction we will review site related shop drawings and respond to site related Requests for Information, attend a pre-con meeting, and perform a final inspection. GMC will prepare all construction drawings using Civil 3D and will circulate those documents to the owner and other consultants using the 2019 or earlier release. GMC will invoice the Owner monthly, based on percent complete.
- *Landscape Architecture:* GMC will provide design for general landscaping, hardscape walkways for accessibility/connectivity and irrigation if warranted for parking lot and perimeter landscaping. During construction we will review landscape related shop drawings and respond to site related Requests for Information, attend a pre-con meeting, and perform a final inspection
- *Electrical Engineering:* GMC will provide the design of the infrastructure for the utility services into the site. The design will include the control system associated with the sports field lighting. The lighting design will be to either meet the owner requirements or the requirements (foot-candle levels) as per the IES recommendations.



- *Survey Services:* Surveys will be tied to Georgia State Planes Coordinate System, (East Zone), NAD 83(2011), EPOCH-2010, NAVD88, GEIOD 12B, US Survey Feet , and show contours at 1' intervals. The survey will be tied to NGS Control Monuments. GMC will set site control along the surveyed route. All visible utilities will be shown. No manual excavation of underground utilities will be included with this survey. Utilities locate will be called in to Georgia 811.
- *Construction Administration:* During this portion of the project GMC will provide Administration of the Contract for Construction. GMC will conduct regular jobsite meetings to facilitate the progress of the work and help maintain the design concept through construction. This portion of the project will include review of monthly pay applications, field reports, preparation of punch-list items and project close-out.

D> EXCLUDED SERVICES:

The following services are to be considered as specifically not included in this scope. Some of these items may be provided at a negotiated fee if desired by the Owner or as they become necessary for agency approval.

- Environmental testing, permitting and/or agency fee
- Laboratory analytical and construction material testing
- Inspections/testing on existing infrastructure to ascertain its condition
- All fees and/or bonds required by jurisdictional agencies
- Ground-penetrating radar for identification of subsurface obstructions
- Hydrology study or new 100-year flood determination
- Platting, subdividing and/or joining of parcels
- Rezoning of any property
- As-Built Services or Surveys
- Utility connection fees, impact fees, and/or tap fees or permit fees
- Traffic or Light Warrant Studies
- Foundation / Structural designs
- Retaining wall designs
- Inspections/testing on existing infrastructure to ascertain its condition
- Owner-requested changes following commencement of design efforts
- Geotechnical Reports and services
- Construction survey staking/verification

E> COMPENSATION & FORM OF CONTRACT:

BASIC & SPECIAL SERVICES FEES:

We propose performing the work illustrated above under the "Scope of Services" sections in accordance with the following schedule. We calculate services in one of three manners:

- *Percentage of Construction (%C)* fees which are calculated as a fee percentage times the Construction Cost.
- *Lump Sum (LS)* fees are fixed fees.
- *Hourly (H)* fees are calculated hourly based on the number of hours charged to the project times the hourly rate for that employee (See GMC Hourly Rate Schedule, updated annually in July).
- *Unit Price (EA)* fees for unit-based services are invoiced on a per-unit basis.
- *Allowances (Allow)* are occasionally included for anticipated work that is not yet quantifiable.

	FEE CALCULATION			TYPE
BASIC SERVICES:	Civil Engineering Landscape Architecture Survey Services		= \$31,000	LS
	Architecture		= \$24,500	LS
	Construction Administration		= \$3,000	LS

REIMBURSABLE EXPENSES:

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with



maintaining our CAD software and systems as reimbursable expenses. The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.2 times our cost:

- Automobile Miles: Mileage incurred by our employees and associated with the project for the meetings specified in this proposal will be a reimbursable expense.
- Travel Expenses: Costs incurred by our employees associated with the project for out of town travel, such as meals, hotels, car rentals, and flights are considered Owner reimbursable expenses and will be billed monthly. GMC doesn't expect any out of town travel associated with this project for its employees and if the situation occurs where travel of this nature is necessary, GMC will request approval from the client in advance of said travel.
- Consultant Expenses: The reimbursable expenses of our Consultants are Owner reimbursable expenses and include travel expenses, printing costs for drawings transmitted to GMC, mileage, lodging, out-of-town meals, and similar project related charges.

ADDITIONAL SERVICES:

Additional services are services outside of the scope noted herein, or services that were not anticipated at the writing of this agreement, or are special services requested by the Owner. Should additional Services be required during this project, we will notify the Owner prior to commencing said work. Unless negotiated to the contrary, approved Additional Services shall be calculated as follows:

- GMC In-house design/ administration: Per hourly rate schedule absent a pre-determined LS
- Design Consultants: 1.2 times the invoice amount submitted to GMC

F> HOURLY RATES AND CONTRACT TERMS:

Please see "Attachment A" for the current GMC Standard Rates and Fee Schedule and "Attachment B" for the GMC Standard Contract Provisions. These attachments will be considered a part of this agreement.

We appreciate the opportunity to work with you over the course of this project, and trust our proposal is consistent with your expectations. Please feel free to contact me at your convenience to discuss the terms of this proposal and any questions or concerns you may have.

Sincerely:
GOODWYN, MILLS AND CAWOOD, INC.

Accepted:
City of Hogansville

John Bricken, PLA
EVP Landscape Architecture & Planning

Jonathan Lynn, City Manager

Kathryn D. Strickland, PE
Project Manager



ATTACHMENT A
2021
Standard Rate and Fee Schedule

Standard Hourly Rates

Principal (Architect/ Engineer/ Interior Designer/ Scientist)	\$ 250.00
Executive VP/ Senior VP	\$ 225.00
Vice President	\$ 200.00
Senior Professional (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 200.00
Professional II (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 175.00
Professional I (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 150.00
Intern II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 130.00
Intern I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 110.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 110.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 80.00
Executive Administrative Assistant	\$ 80.00
Administrative Assistant II	\$ 70.00
Administrative Assistant I	\$ 60.00
Surveying:	
Professional Land Surveyor	\$170.00
Field Crew Supervisor	\$150.00
Survey Crew (two-man survey crew)	\$150.00
Survey Crew (three-man survey crew)	\$185.00
Survey Crew (four-man survey crew)	\$215.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.56 per mile
Travel/ Meals/ Lodging	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost plus twenty percent
In-House B&W reprographic services (small format)	\$0.09/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.09/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day



ATTACHMENT B

GOODWYN, MILLS & CAWOOD, 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.

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 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.