



City of Hogansville
City Council

Regular Meeting Agenda

Monday, August 16, 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, August 16, 2021
2. Approval of Minutes: Work Session Meeting August 2, 2021

Presentation

1. Charron Prophet – Presentation on Elevations
2. Hummingbird Artist

Old Business

1. 2nd Reading and Adoption – Entertainment District Ordinance
2. Resolution – Entertainment District Map
3. One Way Street – Boozer Street
4. One Way Street – King Street

New Business

1. Resolution – GEFA - Turnipseed
2. Engineering Agreement – GEFA - Turnipseed
3. Amendment to Section 12 of City Manager Contract

City Manager’s Report

Assistant 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

- August 17, 2021 | 1:00 pm – 5:00 pm – Hogansville Amphitheater Design Charrette at Hogansville City Hall
- September 7, 2021 | 7:00 pm – Regular Meeting of the Mayor and Council at Hogansville City Hall



Work Session
August 2, 2021

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

WORK SESSION – 7:00 pm

Call to Order: Mayor Bill Stankiewicz called the regular meeting to order at 7:03 pm. Present were Council Members Reginald Jackson, Marichal Price, Mandy Neese, Mark Ayers and Toni Striblin. Also present were City Manager Jonathan Lynn, Assistant City Manager Lisa Kelly, and City Attorney Alex Dixon.

Council Member Striblin gave an Invocation and Mayor Stankiewicz led the Pledge of Allegiance.

CONSENT AGENDA

Motion: Council Member Price moved to approve the Consent Agenda amending to add a proclamation in honor of Ms. Connie Dansby and an executive session under the Personnel Exemption. The motion was seconded by Council Member Neese.

Roll Call Vote: Jackson (Yea), Price (Yea), Neese (Yea), Ayers (Yea), Striblin (Yea).

Motion Passed 5-0

PRESENTATION

1. Employee Recognition

Mayor Stankiewicz recognized the City's workforce and expressed his appreciation for all their hard work. He presented Public Works Superintendent Andy Jones with a mounted replica fire truck in appreciation for his work on the 1953 Ford Pumper fire truck

2. Proclamation – Ms. Connie Dansby

Mayor Stankiewicz read a proclamation honoring Ms. Connie Dansby on her 100th birthday. August 11 is Connie Dansby Day.

NEW BUSINESS

1. 1st Reading – Entertainment District Ordinance

City Attorney Alex Dixon read the 1st reading of the proposed Entertainment District Ordinance. No action was taken at tonight's meeting.

2. Board Appointment – Downtown Development Authority

Motion: Motion was made by Council Member Striblin, in alignment with the DDA recommendations, to appoint Jessica Brown and reappoint Vickie Brown to the DDA Board. The motion was seconded by Council Member Jackson.

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

Motion Passed 5-0

3. *Historic District Welcome Packets*

Motion: Motion was made by Council Member Neese to approve the proposed welcome packets for residents living within the historic district. The motion was seconded by Council Member Jackson.

Discussion: Lynne Miller explained the Historic Preservation Commission has put together a packet for homeowners within the district that gives important information regarding procedures and approvals for changes to their properties. A map is being provided with the packets so that residents can identify the historic areas of the City. Survey results are also provided that gives style and other pertinent information regarding specific properties. The Historic Preservation Commission is asking City for \$600 in order to mail to every resident within the district. Mayor suggested a disclosure should be made through the realtors selling these properties so that potential owners are aware they are in a historically designated area. Miller also noted we should speak to realtors about the rural zone and how it works. Ayers feels this effort will not encompass all the needs but is definitely a good start at notification.

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

Motion Passed: 5-0

WORK SESSION ORDER OF BUSINESS

One-way Streets / Boozer Street & King Street

City Manager Jonathan Lynn explained that due to some public safety concerns with Loftin Park, Boozer and King should be made one-way streets. King Street coming onto W. Main Street and Boozer Street moving away from W. Main Street toward Elm Street.

EXECUTIVE SESSION

A motion was made by Council Member Neese to go into Executive Session under the Personnel Exemption at 7:40pm. The motion was seconded by Council Member Striblin.

The Work Session meeting was reconvened at 7:53pm.

ADJOURNMENT

On a motion made by Council Member Neese and dually seconded, Mayor Bill Stankiewicz adjourned the meeting at 7:54PM.

Respectfully,



Lisa E. Kelly
Assistant City Manager / 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 THE ALCOHOLIC BEVERAGES ORDINANCE IN ORDER TO REGULATE THE CONSUMPTION OF ALCOHOLIC BEVERAGES OUTDOORS AND TO PROVIDE FOR A SPECIAL DOWNTOWN ENTERTAINMENT DISTRICT WITHIN THE CITY; 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 the Code of the City shall be amended by adding Section 6-33 to the Alcoholic Beverages Code of the City of Hogansville, to be incorporated into the Code of the City to read as follows:

“Sec. 6-33. No consumption of alcohol outside approved areas.

(a) It is prohibited for any patron to leave the licensed premises approved within the City Code with open alcoholic beverages. It is the licensee’s responsibility to ensure that no alcoholic beverages are sold and carried outside the licensed premises.

(b) It is prohibited for patrons to gather outside a licensed alcoholic beverage establishment and consume alcoholic beverages.

(c) It is prohibited for the manager or any employee of a licensee to allow persons to gather outside a licensed alcoholic beverage establishment and consume alcoholic beverages.

(d) This section shall not apply in the following instances:

(1) For outdoor consumption otherwise permitted under the City Code, specifically including Sec 6-32 of the Code.

(2) For events that are sponsored, organized and/or approved by the City of Hogansville where the alcohol is obtained from a lawfully licensed participating business or entity within an approved and designated area within the City, and which alcoholic beverage is contained in and consumed from an approved, clear plastic container.

(3) Where the City Council through a resolution or other lawful action has permitted otherwise.

(4) Within a “downtown entertainment district” as defined by this chapter.

(e) Downtown entertainment districts—outside consumption of alcoholic beverages permitted.

(1) For the purposes of this Chapter only, a "downtown entertainment district" is defined as follows: a specifically

authorized and pedestrian oriented area of the City as established by resolution of the City Council that allows those establishments with a valid alcohol license within such area to dispense and/or serve an alcoholic beverage for carry out purposes, provided all other laws, rules and ordinances are followed.

(2) Within a downtown entertainment district, any establishment licensed to sell alcoholic beverages by the drink for consumption on the premises is authorized to dispense an alcoholic beverage in a clear plastic cup; provided, however, that no person shall remove more than two (2) such alcoholic beverages from the licensed premises at a time.

(3) Within a downtown entertainment district, no unsealed container in which an alcoholic beverage is carried and consumed shall exceed sixteen (16) fluid ounces in size.

(4) This provision only applies when a temporary special event license within the downtown entertainment district, as defined by this Chapter, has been issued by the City Manager or other authorized City staff, provided that the person consuming or possessing an alcoholic beverage remains within the boundaries of such downtown entertainment district.

(5) It shall be unlawful within a downtown entertainment district for any person to drink, attempt to drink or possess any alcoholic beverage in an unsealed can, glass or metal container, on the streets, sidewalks, rights-of-way, and/or parking lots, whether public or private. This section shall not prohibit the possession of containers of alcoholic beverages with unbroken seals.

(6) Any licensed establishment that allows patrons to leave the establishment with an alcoholic beverage in an open container as provided in this Code Section shall maintain posted inside all exit doors for clear public view a map of the current boundaries of the downtown entertainment district and a sign of at least eleven (11) inches by eight and one-half (8 ½) inches that states the following:

"All patrons leaving this establishment with an alcoholic beverage in an open container do hereby assume full responsibility to consume such alcoholic beverage only if it has been served in a paper or plastic cup not to exceed sixteen (16) ounces in size and obtained from an establishment licensed to sell alcoholic beverages within the downtown entertainment district outlined on the map below. Any individual who leaves the downtown entertainment district with an alcoholic beverage in an open container is in violation of the City of Hogansville Code of Ordinances and may be subject to a citation, arrest, incarceration, and/or fine pursuant to Section 6.2 and any other applicable provision of the City Code."

(7) The provisions of this Section shall not be deemed to abrogate or otherwise impact any state law or local ordinance pertaining to public drunkenness, disorderly conduct, driving with an open container or under the influence of alcohol, or other similar laws or ordinances.

(8) No establishment licensed to sell or serve alcohol within a downtown entertainment district shall be required to offer open containers of alcohol for sale to its customers or to allow patrons to enter the establishment with open containers of alcohol purchased or obtained from outside the establishment.

(9) It is prohibited for any person to bring in his/her own alcoholic beverage (brown bag) in any establishment, whether licensed or unlicensed to serve alcoholic beverages.

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 ADOPTED/REJECTED _____

SUBMITTED TO MAYOR AND APPROVED/DISAPPROVED _____

BY: _____
Mayor

ATTEST: _____
Clerk

RESOLUTION

A RESOLUTION OF THE CITY OF HOGANSVILLE, GEORGIA (CITY) TO APPROVE AND ADOPT A MAP IN ORDER TO ESTABLISH THE BOUNDARIES OF THE DOWNTOWN ENTERTAINMENT DISTRICT AS ALLOWED BY CITY CODE SECTION 6-33.

WHEREAS, in order to establish the boundaries of the Downtown Entertainment District of the City of Hogansville, Georgia, as permitted pursuant to City Code Section 6-33;

IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF HOGANSVILLE, GEORGIA AS FOLLOWS:

Section 1. That a “Downtown Entertainment District” as provided for in City Code Section 6-33 is hereby established within the City of Hogansville, Georgia, to INCLUDE the property from the southernmost portion of College Street from and to INCLUDE the commercial properties located from 100 College Street to 102 East Main Street, crossing East Main Street to include 101 East Main Street and continuing east INCLUDING all commercial properties to 209 East Main Street, then continuing south along Oak Street to INCLUDE 101 Oak Street and terminating on the westbound side of Oak Street at 103 Oak Street (a residential property specifically EXCLUDED from the Downtown Entertainment District), and continuing south along Oak Street to INCLUDE all property on the northbound side of Oak Street to INCLUDE 100 Oak Street, terminating at the intersection of Oak Street and High Street, then continuing north along High Street to its intersection with East Main Street, to INCLUDE all portions of High Street and property on the northern portion of High Street and EXCLUDING all property on the southern portion of High Street, except that that portion of the Tower Trail traversing from High Street to the south between 111 High Street and 113 High Street and continuing south along the Tower Trail to and INCLUDING the City of Hogansville property and City of Hogansville Amphitheater located at 609 East Main Street shall be specifically INCLUDED within the Downtown Entertainment District, then continuing from the intersection of High Street with East Main Street, in a westerly direction along East Main Street, to INCLUDE all property on the southbound portion of such section of East Main Street and specifically INCLUDING Pollinator Park located between High Street and East Main Street and continuing west to INCLUDE all properties on the southern side of East Main Street from 401 East Main Street at 101 East Main Street and all properties on the northern side of East Main Street from 308 East Main Street to 102 East Main Street, but specifically EXCLUDING those properties along the northern side of East Main Street from 400 East Main Street and continuing westbound; INCLUDED in the Downtown Entertainment District shall also be the roadway and sidewalks along East Main Street from 113 High Street and continuing eastbound to its intersection with Church Street, then continuing to the north along the roadway and sidewalks of Church Street to its intersection with Commerce Street, then continuing to the west along the roadway and sidewalks of Church Street to its intersection with Commerce Street, then continuing to the west along the roadway and sidewalks of Commerce Street to its intersection with College Street, INCLUDING the alleyway running between 400 East Main Street and 308 East Main Street, and continuing west along Commerce Street to INCLUDE the commercial properties on the northern and southern portions of Commerce Street from such alleyway and the City of Hogansville parking lot across from such alleyway, to the west to

INCLUDE 101 College Street and the properties from 100 Commerce Street to 104 Commerce Street as well as the City of Hogansville parking lot adjacent to 104 Commerce Street; the actual roadways and sidewalks along such roadways INCLUDED within the boundaries Downtown Entertainment District as described herein are specifically INCLUDED within the Downtown Entertainment District; also specifically EXCLUDED from the Downtown Entertainment District shall be all properties from 400 East Main Street to 500 East Main Street, as well as all properties from 118 Commerce Street to 200 Johnson Street and 201 Johnson Street, and any properties located along Church Street, as well as any properties located along Johnson Street and any portion of Johnson Street, except for the portion of Johnson Street and walkways located at the intersection of Johnson Street with Commerce Street.

Section 2. The map attached to this Resolution is consistent with and visually identifies the boundaries of the Downtown Entertainment District for the City of Hogansville, which map shall be prominently displayed by any licensed establishments at all exit doors in accordance with and compliance with the requirements of City Code Section 6-33(e)(6);

Section 3. Any motions, orders, ordinances, bylaws, resolutions, and parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any motion, order, ordinance, bylaw, resolution, or part thereof.

PASSED, ADOPTED, APPROVED, SIGNED and EFFECTIVE this _____ day of August, 2021.

CITY OF HOGANSVILLE, GEORGIA (SEAL)

BY: _____
Mayor

ATTEST: _____
City Clerk

HOGANSVILLE ENTERTAINMENT DISTRICT

STAY:

[stā] verb

*To linger in order to do or experience
something worth waiting for.*

STAY LONGER. STAY LOCAL.

RULES

All patrons leaving this establishment with an alcoholic beverage in an open container do hereby assume full responsibility to consume such alcoholic beverage only if it has been served in a paper or plastic cup not to exceed 16 ounces in size and obtained from an establishment licensed to sell alcoholic beverages within the entertainment district outlined on the map shown.

Any individual who leaves the entertainment district with an alcoholic beverage in an open container is in violation of the City of Hogansville Code of Ordinances and may be subject to citation, arrest, incarceration, and/or fine pursuant to Section x-xx of the Code of Ordinances.

During licensed temporary special events within the downtown entertainment district, a customer may take up to 16 ounces of an alcoholic beverage in a plastic cup in public spaces within the district, including sidewalks, rights of way, buildings and public parks.



Please contact the City of Hogansville at (706)-637-8629 or visit Hogansville, GA - Official City Website (www.cityofhogansville.org) for more information

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

111 High St
Hogansville GA 30230
706-637-8629 | cityofhogansville.org

COUNCIL ACTION FORM

MEETING DATE: August 16, 2021 **SUBMITTED BY:** Jonathan Lynn

AGENDA TITLE: Information Regarding Implementation of One-Way Streets at Boozer Street and King Street

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)

In order to improve traffic flow, the City is looking to implement a one-way traffic pattern at both Boozer and King Streets. This proposed area would encompass both roads between W Main Street and Elm Street only. Currently, there is two-way that traffic can travel along both streets. Currently, the roadway along Boozer between Elm Street and W Main Street is roughly 15' wide and the roadway along King Street between Elm Street and W Main Street is roughly 17' wide.

The proposed one-way street along Boozer would enter along W Main Street and exit along Elm Street. The proposed one-way street along King Street would enter at Elm Street and exit along W Main Street.

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

The cost for this project is estimated at \$500 and that would be for new signage.

STAFF RECOMMENDATION (Include possible options for consideration)

Staff recommends approval of traffic pattern alterations along both Boozer and King Streets.



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

111 High Street
Hogansville GA 30230
706-637-8629 | cityofhogansville.org

COUNCIL ACTION FORM

MEETING DATE: August 16, 2021 **SUBMITTED BY:** Jonathan Lynn

AGENDA TITLE: Resolution of Funding Request Submission to Georgia Environmental Finance [GEFA] for Water System Improvements

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 checked="" type="checkbox"/> Resolution (No. ____) | <input type="checkbox"/> Ceremonial | <input type="checkbox"/> Discussion/Action | <input type="checkbox"/> Other |

BACKGROUND (Includes description, background, and justification)

The City has completed the design for improvements to the water systems to provide for a water installation along Bass Cross Road from Highway 29 to its intersection along Highway 54/100. Turnipseed Engineering made a presentation at the City Council's retreat in January 2021 to discuss possible benefits to applying for USDA vs GEFA. Due to the ability to use an additional \$1.6 million from the bond financing deal in July 2021, the City only needs to request funding from GEFA in the amount of \$2,933,700, with a grant amount portion of \$700,000 of that amount.

The request will be submitted to GEFA on behalf of the City as soon as possible following granting of authority of the City Council.

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

This project will be funded through both enterprise funding revenues over a repayment period (\$2,233,700), bond proceeds (\$1,600,000), and grant amount from GEFA funding request (\$700,000).

STAFF RECOMMENDATION (Include possible options for consideration)

Staff recommends approving this resolution authorizing the submission of funding request in the amount of \$2,933,700 to the Georgia Environmental Finance Authority for Hogansville Water System Improvements.

RESOLUTION

WHEREAS the City of Hogansville is proposing to construct water system improvements to serve its service delivery area with adequate water capacity, and

WHEREAS the City is requesting funding assistance from the Georgia Environmental Finance Authority (GEFA) to construct the proposed improvements using funds from the Drinking Water State Revolving Fund,

BE IT THEREFORE RESOLVED the City Council authorizes the Mayor to sign the funding applications prepared for the project and execute such supporting documents as necessary during the GEFA underwriting process.

THIS RESOLUTION was passed by a vote of ____ to ____ at a meeting of the Mayor and Council on _____, 2021.

CITY OF HOGANSVILLE

William Stankiewicz, *Mayor*

Attest: _____
City Clerk

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

111 High Street
Hogansville GA 30230
706-637-8629 | cityofhogansville.org

COUNCIL ACTION FORM

MEETING DATE: August 16, 2021 **SUBMITTED BY:** Jonathan Lynn

AGENDA TITLE: Approval of Engineering Agreement with Turnipseed Engineers for GEFA Water System Improvement Project

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

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

BACKGROUND (Includes description, background, and justification)

The City has completed the design for improvements to the water systems to provide for a water installation along Bass Cross Road from Highway 29 to its intersection along Highway 54/100. Turnipseed Engineers made a presentation at the City Council's retreat in January 2021 to discuss possible benefits to applying for USDA vs GEFA. At this time, the City is ready to submit our funding request to GEFA to cover the remaining project differences.

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

The engineering services for this project will be covered by the remaining proceeds from the bond financing processed received by the City. While the costs are unknown in terms of a dollar figure, they will be billed at 7% of the expended costs based upon submitted proposal by Turnipseed.

STAFF RECOMMENDATION (Include possible options for consideration)

Staff recommends authorizing the City of Hogansville to approve engineering services agreement with Turnipseed Engineers in an amount to not exceed 7% of the expended project costs.



ATLANTA
AUGUSTA
ST. SIMONS ISLAND

August 3, 2021

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

Re: City of Hogansville
Water System Improvements
Proposal for Engineering Services

Dear Mr. Lynn:

Turnipseed Engineers is pleased to submit our proposal for engineering services to the City of Hogansville for subject project. Our proposed scope of work for preparing design and bid documents for the water system improvements includes the following tasks:

1. Field survey along the proposed water lines to determine design elevations and existing features along the proposed route;
2. Topographic survey the proposed ground storage tank, elevated storage tank and booster pump site;
3. Coordinate geotechnical investigation work at the proposed ground storage tank, elevated storage tank and booster pump site;
4. Prepare construction drawings, specifications and bid documents for the City's use in requesting prices from qualified contractors;
5. Prepare the Drinking Water Project Submittal Form and provide design calculations to the Georgia Environmental Protection Division (EPD) for approval with construction drawings and specifications;
6. Assist City with bid opening, preconstruction conference and throughout construction with submittal review and review of periodic requests for payment from the contractor;
7. Prepare contract documents between the City and the contractor to whom the project is awarded

8. Prepare Soil Erosion and Sediment Control Plan for Water System Improvements, conduct 7-day inspection, as needed for Georgia EPD approval;
9. Assist with project start up;
10. Prepare record drawings based on as-built drawings provided by the installing contractor(s).

We estimate we can complete design for the proposed improvements and submit plans and specifications to the Georgia Environmental Protection Division within six (6) months of an authorization to proceed from the City.

We propose an estimated engineering fee of 7% based on the enclosed fee table. Out of pocket expenses, if any, will be invoiced at cost plus 10%. There will be no charge for mileage during the design and bid phases of the project. Inspection services during construction will be invoiced at \$80 per hour and are estimated to not exceed a total cost of \$86,300. Topographic survey, easement assistance and funding assistance, if required, will be billed hourly based on payroll costs times a 2.15 multiplier.

A geotechnical investigation will be required from an outside consultant. The geotechnical investigation is not included in our proposal. We will coordinate the geotechnical investigation at no additional cost.

We are enclosing a copy of our General Conditions, which shall be part of this letter agreement. If this proposal is acceptable, please sign date the following page and return one copy to us for our files which will authorize us to proceed.

We appreciate the opportunity to work with you and the City of Hogansville on this project.

Yours truly,



Kenneth E. Green, P.E., *President*
Turnipseed Engineers

KEG:kb
Enclosure

AUTHORIZATION TO PROCEED – WATER SYSTEM IMPROVEMENTS

CITY OF HOGANSVILLE, GEORGIA

Printed Name

Title

Authorized Signature

Date

City of Hogansville
Water System Improvements
Project No. 202385

Project Cost Estimate

<i>Item</i>	<i>Description</i>	<i>Project Cost</i>
A.	Bass Cross Road W.L., Ground Storage Tank and Booster Pump Station	\$3,004,000
B.	Elevated Storage Tank (1 x 500,000 gallons)	\$1,349,400
C.	SCADA Additions, PRV/Control Valve, Water Line Locating	\$180,300
Total Estimated Cost		\$4,533,700

Note: Project costs include construction, contingencies, survey, engineering, inspection, testing, easement assistance and funding assistance

Project Funding Summary

	<i>Amount</i>
A. Bond/Local	\$1,600,000
B. ARP	\$0
C. GEFA Grant (40% Grant, Max Grant of \$700k)	\$700,000
D. GEFA Loan	\$2,233,700
Total Estimated Funding	\$4,533,700



Design Fee Table – Effective July 2021

Total Construction Cost	Percentage Design Fee
\$100,000	12.3
\$200,000	10.9
\$300,000	9.8
\$400,000	9.2
\$500,000	8.7
\$600,000	8.4
\$700,000	8.1
\$800,000	7.9
\$900,000	7.8
\$1,000,000	7.6
\$2,000,000	7.2
\$3,000,000	6.8
\$4,000,000	6.5
\$5,000,000	6.3

For additional and miscellaneous services, our fee is typically determined based on the table shown below. As a local engineering firm based 60 miles from Hogansville, we are committed to cost effectiveness. *Turnipseed Engineers* uses Deltek Vision project accounting and project management tools to provide continuity between project plans and staff completing client projects. All subconsultants' fees will be passed through to the client with a 10% mark-up.

The County will not be billed for mileage, lodging or per diem expenses due to the proximity of our Cobb County office. Additional services requested beyond the scope of work included in this proposal, when authorized by the City, will be invoiced separately at the hourly rates listed below.



Hourly Rates for Additional Services
July 2021

<i>Project Role</i>	<i>Hourly Rate</i>
Principal / Officer	\$200.00
Project Manager	\$165.00
Senior Design Engineer	\$125.00
Design Engineer	\$115.00
Senior Administrative Staff	\$95.00
Senior CAD Technician	\$105.00
CAD Technician	\$85.00
Administrative / Support	\$75.00
Engineer Field Inspector	\$135.00
Senior Field Inspector	\$90.00
Field Inspector	\$80.00
2-Man Survey Crew	\$150.00
1-Man Survey Crew	\$100.00



GENERAL CONDITIONS OF AGREEMENT

1. COORDINATION WITH THE OWNER:

The Engineer shall hold periodic conferences with the Owner, or his representatives, to the end that the Project, as it progresses shall have benefit of the Owner's experience and knowledge of existing needs and facilities, and be consistent with the Owner's current policies and construction standards. To implement this coordination, the Owner shall make available to the Engineers, for use in planning the Project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative existing facilities and to the Project.

2. FEES

Unless otherwise specified, fees shall be paid the Engineer in accordance with monthly billings based upon work performed and expenses incurred during that month. Any payments not made within thirty (30) days on statements rendered shall be subject to charge for interest at a rate of one and one-half percent (1-1/2%) per month, beginning 30 days after date of the statement, and failure to make payments when due will entitle the Engineer to suspend services. The Engineer's final payment is due and payable upon completion of the Engineers services. The final payment to the Engineer shall not be withheld, due to refusal of the Contractor to perform a check list item, or because of disputes with the Contractor over liquidated damages, Contractor's performance, etc., since the Engineer cannot and does not serve as surety for the Contractor's performance.

3. OWNERSHIP OF DOCUMENTS AND RECORDS

It is understood that the Engineer is preparing documents for a specific installation, rather than standard documents for repetitive multiple use. Therefore, all documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the engineer as instruments of service. The Owner may obtain, upon payment of fees due the Engineer, reproducible copies of drawings, and copies of other documents, in consideration of which it is mutually agreed that the Owner will use them solely in connection with the project, and shall not authorize their use on other projects, except by written agreement with the Engineer. The Engineer shall retain all pertinent records relating to the services performed hereunder for a period of three years after completion thereof. The Owner shall have access to such records at all reasonable times during such period as may be required for audit of reimbursable items.

4. MODIFICATIONS DURING DESIGN

The Engineer shall retain discretion as to whether changes made by the Owner or his representatives during the design phase shall constitute additional services. Minor modifications and dimensional adjustments are considered to be normal design development. Relocation of sites, relocation of structures, parking areas, and roadways may result in additional services if such changes result in loss of completed design work required.

5. TERMINATION; SUSPENSION OF WORK:

The Owner may at its discretion, terminate the work or indefinitely suspend the work under this Agreement, by giving a seven-day written notice. In such event, the Owner shall assume all obligations, commitments, and claims that the Engineer may have theretofore in good faith undertaken or incurred in connection with the Project. The Engineer shall be equitable paid for services rendered prior to effective termination notice date and for reasonable termination expenses.

6. PROFESSIONAL RESPONSIBILITIES

All services hereunder will be performed in accordance with sound and generally accepted principles by personnel experienced in the applicable technical fields.

The Engineers scope of authority does not include the expenditure of the Owner's funds through changes, disbursement powers, or supervision of the Construction Contractor's men or his subcontractors. The Engineer shall not be responsible for construction methods, techniques, sequences or procedures, safety precautions and programs in connection with activities of the Construction Contractor. As to the warranty or guaranty of, or patent indemnity on, items or machinery, equipment or other products manufactured by others, or work of construction contractor's, subcontractors or manufacturers, the Engineer's responsibility with respect thereto is limited to the assignment by the Engineer to the Owner of the manufacturer's or construction contractor's warranty or guaranty and/or patent indemnity, and the Engineer agrees to cooperate with the Owner in the enforcement thereof. The Engineer shall use reasonable and acceptable methods in establishing basis for cost estimates, but cannot guarantee that the construction contractor's bid basis or costs will not vary above or below such estimates. The Engineer shall be included as additional insured, where construction is involved, on the Builder's Risk Policy and on the Contractor's General Liability Policy. In no event shall the liability of the Engineer for damages exceed \$50,000 or the total compensation received by the Engineer for services rendered hereunder, whichever is greater.

7. SUCCESSORS AND ASSIGNMENTS

The Owner and the Engineer each binds himself and his partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants, of the Agreement; except as above, neither the Owner nor the Engineer shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other, and they further agree that the Agreement represents the entire understanding of the Owner and the Engineer and cannot be changed, added to or modified in any way except by an instrument in writing signed by the Owner and by the Engineer. The Owner and Engineer agree to the full performance of the covenants contained herein.

END OF GENERAL CONDITIONS OF AGREEMENT

continuing awareness of the City's activities as well as the community's attitudes and ideas.

Section 8. Vacation and Sick Leave.

A. The City Manager shall receive the maximum annual vacation leave available for employees of the City of Hogansville.

B. In the event the City Manager's employment is terminated, either voluntarily or involuntarily, the City Manager shall be compensated for all vacation time accrued through the date of termination.

Section 9. Holidays.

The City Manager is entitled to the same paid holidays as other City employees.

Section 10. Health, Dental, Life and Disability Insurance.

The City agrees to provide to the City Manager health, dental, life and disability insurance as is provided to all other employees of the City and upon such terms as may, from time to time, be provided for all City employees pursuant to the City's policies.

Section 11. Retirement.

The City agrees to allow participation of Lynn in the City's retirement program in the same manner as that provided generally for other employees of the City, except that the City Manager shall be fully immediately vested and eligible to participate. To the extent amendment of the City's Retirement Plan will be required in order to comply with this condition, City agrees to direct its retirement program administrator to assist in the required plan change.

Section 12. Termination by the City and Severance Pay.

A. The City Manager shall serve at the pleasure of the Mayor and City Council, and the City Council may terminate this Agreement and the City Manager's employment with the City at any time, for any reason or for no reason.

B. Should the governing authority terminate the services of the City Manager without cause, then and within ten (10) business days following such vote, the Council shall cause the City Manager to be paid any accrued and unpaid salary and benefits earned (including vacation time and insurance, but excluding such items and allowances as are used in conducting City

business such as, but not limited to, any remaining professional dues allowance) prior to the date of termination based on a forty (40) hour work week. Within forty-five (45) calendar days following the vote to terminate the City Manager's employment, the governing authority shall cause the City Manager to be paid a lump sum severance pay equal to four (4) months of his base salary, as full and complete payment and satisfaction of any claims of the City Manager of whatsoever nature arising out of this Agreement or otherwise. If such termination of the City Manager by the governing authority without cause occurs within the first six (6) months beginning on January 1 of the year that any newly elected official(s) for the governing authority take(s) office, including the Mayor and/or any City Council member, then within forty-five (45) calendar days following the vote to terminate the City Manager's employment, the governing authority shall cause the City Manager to be paid a lump sum severance pay equal to eight (8) months of his base salary, as full and complete payment and satisfaction of any claims of the City Manager of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment and benefits, the City Manager shall, prior to receipt thereof, execute and deliver to the City a general release of the City and its Council members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the City Attorney.

C. In the event the City Manager is terminated for "just cause," the City shall have no obligation to pay the severance pay amounts outlined in Section 11, Paragraph B of this Agreement. For purposes of this Agreement, "just cause" is defined and limited to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the City Manager's duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a felony crime, whether or not adjudication is withheld.
3. Willful neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive City policy, rule, or regulation, which would