

City of Guyton, Georgia
CITY COUNCIL WORKSHOP
JANUARY 5, 2021 at 7:00 p.m.



C.D. Dean, Jr., Public Safety Complex
City of Guyton Gymnasium
505 Magnolia Street, Guyton, GA 31312

AGENDA

1. Call to Order

2. Topics for Discussion

- a. 2020 Year End Review – Mayor Russ Deen
- b. Georgia Hi-Lo Trail – Mary Charles
- c. Review of 2021 Utility and Permit Fee Schedule
- d. Sanitation/Waste Pro – Bill Sawyer
- e. Zoning Administrator – Councilwoman Pelote
- f. GEMA Generator Grant – Bill Sawyer
- g. SPLOST Projects
 - Guyton Gym Windows – Bill Sawyer
 - Crossgate – Bill Sawyer
 - Guardrails – Bill Sawyer
- h. Open Discussion (citizens can address any issue)

3. Dates to Remember

- a. Tuesday, January 12, 2021 at 7:00 p.m. – City Council Meeting, C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- b. Monday, January 18, 2021 – City Hall will be closed for Martin Luther King, Jr. Day
- c. Wednesday, January 20, 2021 from 1:00 p.m. to 6:00 p.m. – Guyton Community Blood Drive, C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- d. Tuesday, January 26, 2021 at 7:00 p.m. – Planning and Zoning Committee Meeting - C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

4. Consideration to Adjourn this City Council Workshop



PROFESSIONAL SERVICES AGREEMENT

Project Name: Georgia Hi-Lo Trail Master Plan

Client: Georgia Hi-Lo Trail, Inc.
Contact: Mary Charles Howard, Executive Director

Consultant: PATH Foundation
1601 W. Peachtree Street
Atlanta, Georgia 30309
Contact: Greta deMayo, Executive Director

Date: December 24, 2020

The PATH Foundation commends the Georgia Hi-Lo Trail, Inc. for identifying the need for a Georgia Hi-Lo Trail Master Plan, which will verify the feasibility of the multi-jurisdictional Georgia Hi-Lo Trail from the Firefly Trail in Union Point to Savannah – a 211-mile multi-use trail connection through rural Georgia as conveyed in the below map. During the master planning process, the following scope of work will be completed by PATH Foundation.

SCOPE OF BASIC SERVICES:

TASK I – Data Collection, Analysis, and Project Kick-off

Data Collection and Analysis:

Georgia Hi-Lo Trail, Inc. will provide the following data and documents within the study corridor:

- Each jurisdiction's GIS map files (including property ownership and railroad status data), aerial photography and planning documents;
- Current City/County relevant planning documents including Firefly Trail corridor and Tide to Town urban trail system planning;
- Planned residential, commercial and mixed-use development site plans, and if available as well as areas determined as potential redevelopment/development sites within the eighteen (18) Cities;
- Planned roadway changes within the study corridor and adjoining areas;

Tasks will include:

- Review of all materials and organization of base information for analysis and fieldwork;
- Prepare one (1) overall map and eight (8) county-scale base maps for identifying desired destinations;
- Begin fieldwork and analysis to verify feasibility, opportunities for trail connection to destinations and existing/future trails.

Deliverables will include:

- One (1) 30x40 overall base map and eight (8) 24x36 fieldwork base maps of the study area with existing and proposed greenway trail routes, desired destinations, roadways, and planned developments.
- Digital files of all deliverables and relevant back-up files (.pdf/.tiff/.jpeg)

Project Kick-off Meeting: PATH will begin the project by facilitating a kickoff meeting with a steering committee formed by Georgia Hi-Lo Trail, Inc. with key board members, key staff at the City/County/State, and major stakeholders including organizations, businesses, and other municipalities representatives.

Tasks will include:

- Attend one (1) virtual steering committee meeting;
- Introduce the PATH team and previous trail projects;
- Discuss the goals and objectives of the Georgia Hi-Lo Trail Master Plan;
- Discuss the different types of multi-use trail;
- Identify desired destinations, areas of interests, current corridor, and potential obstacles; begin a discussion of funding expectations;
- Finalize the project timeline;
- Identify potential additional key stakeholders to include in engagement strategy.

Deliverables will include:

- Digital PowerPoint presentation file (.pdf)
- Meeting summary email based on initial Steering Committee input.

TASK II – Trail Master Plan Development

Trail Master Plan Development: Field visits will occur to verify all planned trails and to assess additional trail route opportunities.

Tasks will include:

- Assessment of planned/proposed routes to identify origins, destinations, opportunities, and challenges;
- Photograph documentation of potential trail route opportunities;
- Preparation of a conceptual greenway trail base map showing all trail route options identified during field work;
- Development of up to four (4) visioning graphics to illustrate existing and potential conditions of proposed trail opportunities.

Deliverables will include:

- One (1) digital (.pdf) 30x40 overall conceptual greenway trail master plan;
- Eight (8) digital (.pdf) 24x36 county-scale greenway trail conceptual plan;
- Four (4) digital visioning graphics (.pdf) to be used for presentation to garner public support and assist in fundraising;
- Summary report of site assessment and greenway trail connectivity in digital format (.pdf);
- Digital files of all deliverables and relevant back-up files (.pdf/.tiff/.jpeg)

Steering Committee Meeting #1: Upon completion of the field work, the preliminary findings will be presented to the steering committee to review and obtain feedback.

Tasks will include:

- Attend one (1) virtual steering committee meeting;
- Present preliminary findings;
- Collect steering committee input for additional field verification and creating the draft greenway trail plan.

Deliverables will include:

- Digital PowerPoint presentation of existing conditions, planned conditions, and preliminary greenway trail connectivity mapping;
- Meeting summary email with 'next steps' listed for steering committee feedback and comment;
- Digital files of all deliverables and relevant back-up files (.pdf/.tiff/.jpeg).

Steering Committee Meeting #2: Upon completion of additional field work and revision of the conceptual greenway trail plan, the draft *Georgia Hi-Lo Trail Master Plan* will be presented to a steering committee to review and obtain feedback.

Tasks will include:

- Attend one (1) virtual steering committee meeting;
- Presentation of preliminary findings;
- Collection of steering committee input for final revision to greenway trail plan.
- Development of up to four (4) additional visioning graphics to illustrate existing and potential conditions of proposed trail opportunities.

Deliverables will include:

- Digital PowerPoint presentation of draft greenway trail master plan;
- Four (4) digital visioning graphics (.pdf) to be used for presentation to garner public support and assist in fundraising;
- Meeting summary email with 'next steps' listed for steering committee feedback and comment;
- Digital files of all deliverables and relevant back-up files (.pdf/.tiff/.jpeg).

Steering Committee Meeting #3: Upon completion of draft *Georgia Hi-Lo Trail Master Plan*, the Task V Implementation Strategy will be presented to a steering committee to review and obtain feedback. All comments will be included into the revisions of the final Implementation Report.

Tasks will include:

- Attend one (1) virtual steering committee meeting;
- Presentation of proposed phasing, proposed model project(s) with cost estimates, timeline and property ownership data;
- Collection of steering committee input for final revisions to be included within the *Georgia Hi-Lo Trail Master Plan*.

Deliverables will include:

- Digital PowerPoint presentation of *Georgia Hi-Lo Trail Master Plan Implementation Strategy*.
- Meeting summary email with 'next steps' listed for steering committee feedback and comment.
- Digital files of all deliverables and relevant back-up files (.pdf/.tiff/.jpeg)

Public Meeting: will conduct one (1) virtual public meeting upon the request of the Georgia Hi-Lo Trail, Inc. The client shall schedule the meeting, circulate notices/advertisement, and provide a facility to accommodate the meeting.

Deliverables will include:

- Four (4) 30x40 presentation boards of the draft *Georgia Hi-Lo Trail Master Plan*;
- Digital PowerPoint presentation of the draft *Georgia Hi-Lo Trail Master Plan*.

TASK III – Trail Master Plan Document

Draft Master Plan: All information obtaining through field verification, the steering committee and the public's review/comment will be used to create the draft *Georgia Hi-Lo Trail Master Plan* document.

Deliverables will include:

- Twenty-six (26) copies of the 8.5x11 bound the 8.5x11 draft master plan document and digital copy (.pdf) as both high resolution for printing and low resolution for ease of email distribution.

Steering Committee Meeting #4: Following Steering Committee Meeting #3 and the Public Meeting, final revisions will be incorporated into the master plan and the *Georgia Hi-Lo Trail Master Plan* document will be presented to a steering committee for their acceptance.

Tasks will include:

- Attend one (1) virtual steering committee meeting;
- Presentation of *Georgia Hi-Lo Trail Master Plan*.

Deliverables will include:

- Digital PowerPoint presentation of final *Georgia Hi-Lo Trail Master Plan* for the client's uses on any additional stakeholder/neighborhood meetings and City Council work sessions/meetings.
- Meeting summary email with 'next steps' listed for steering committee feedback and comment.
- Digital files of all deliverables and relevant back-up files (.pdf/.tiff/.jpeg).

City Greenway Trail Master Plan: All additional review comments will be incorporated into a final *Georgia Hi-Lo Trail Master Plan*.

Deliverables will include:

- Digital versions of master plan graphic as both high resolution for printing and low resolution for ease of email distribution (.pdf/.tiff/.jpeg).
- ArcGIS shapefiles and Google Earth (.kmz) files of the final trail routes.

TASK IV - Develop Design Standards and Guidelines

Coordinate with steering committee and develop context sensitive greenway trail standards and guidelines for a variety of elements including amenities, signage/wayfinding, and construction standards. Specific tasks include:

Trail Amenities:

Existing city/state park amenity standards will be reviewed. Two (2) separate amenity style/theme families will be produced for the *Georgia Hi-Lo Trail Master Plan* and presented during Steering Committee Meeting #2. The featured amenities will include benches, trash receptacles, bollards, bike racks and pet waste stations. The style families will be presented during the steering committee meeting for discussion and final selection. Amenity manufacturer information will be included. The final deliverable will be an amenities package in digital format (.pdf).

Trail Signage Package:

Two (2) style/theme concepts for the *Georgia Hi-Lo Trail* signage will be produced based on the existing logo. Sign types to include:

- Informational Trailhead Kiosk Signage
- Secondary Identification / Wayfinding Signage
- Regulatory Signage
- Mile Marker Signage

The signage concepts will be presented during Steering Committee Meeting #2 for review and feedback. The final sign selection will be revised based on input and presented during Steering Committee Meeting #3. The final deliverables will be a conceptual image of all trail signage in digital form (.pdf).

Trail Construction Standards:

The *Georgia Hi-Lo Trail System* construction standards will be presented and presented during Steering Committee Meeting #2 for review/comment. The final construction standards will be presented during Steering Committee Meeting #2 for approval and adoption. Included in the presentation will be the following:

- Trail width
- Trail surface material
- Trail details for construction
- Bridge options
- Boardwalk
- Tree Root Bridging and Protection
- Trail signage
- Trail amenities
- Intersection details

The design standards will be incorporated into the final *Georgia Hi-Lo Trail Master Plan*.

TASK V - Master Plan Implementation Strategy

Implementation Strategy, Cost Estimates and Timeline: Within the final *Georgia Hi-Lo Trail Master Plan*, an implementation strategy will be outlined.

The implementation strategy will include:

- Implementation Phasing – A 10-year Implementation Plan with identified phasing priorities for each jurisdiction to allow ease for permitting/ fundraising/ and construction.
- Cost Estimate - A complete estimation of costs for design and construction for the recommended trail model project(s).
- Cost Summary - An overview of the proposed entire trail system's total cost for implementation.
- Timeline - A timeline to provide the necessary information to monitor the implementation process and to ensure implementation in scheduled for completion.

PROJECT FEE:

Task I – Data Collection, Analysis, and Project Kick-off	\$8,000.00
Task II – Trail Master Plan Development	\$38,000.00
Task III – Trail Master Plan Document	\$42,000.00
Task IV – Develop Design Standards and Guidelines	\$17,000.00
Task V – Master Plan Implementation Strategy	\$15,000.00
Total	\$120,000.00


The PATH Foundation shall receive the above project fee as compensation for the described responsibilities within this professional services agreement. Reimbursable expenses will be billed in addition to the project fee as incurred.

ACCEPTED:

The Client accepts the terms and conditions of this Professional Services Agreement.

PATH Foundation, Inc.:

Georgia Hi-Lo Trail, Inc.:



 Greta deMayo

 Name

PATH Executive Director

 Title

 Title

December 24, 2020

 Date

 Date

TERMS AND CONDITIONS

The PATH Foundation, Inc. (PATH) shall perform the services outlined in this agreement for the stated fee arrangement.

1.0 Integration:

This agreement, the attached documents and those incorporated herein constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by both parties. If any term or provision hereunder, or any portion hereof, is held to be invalid or unenforceability of such term(s) or provisions(s) tends to render the agreement commercially useless to either party, in which case the entire agreement shall become null and void.

2.0 Access to Site:

Unless otherwise stated, PATH will have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently PATH is denied or delayed in performing our services, the associated cost may be viewed as an additional expense.

3.0 Billings/Payment:

Invoices for PATH services shall be submitted, at PATH's option, either upon completion of such services, on a project basis or on a monthly basis and are due when rendered. Client shall promptly review all invoices and provide any concerns in writing to PATH within seven (7) days of receipt.

4.0 Reimbursable Expenses:

Reimbursable expenses are in addition to the professional services and are expenses incurred as a necessary part of producing the work. These expenses include:

- A. All printing, postage, shipping, and long-distance phone charges necessary to perform the services listed herein.
- B. All travel cost (i.e., air fare, rental car, lodging, meals, etc.) necessary to perform the services listed herein.
- C. All expenses necessary to perform the Final Acceptance site observation listed herein.
- D. Automobile travel necessary to perform the work specified herein will be filled to OWNER at the established IRS allowances in effect at the time the mileage is incurred.
- E. Costs to complete electronic transfers of files will be billed on an hourly basis. This includes creating and e-mailing construction documents as PDF, TIFF, PLT, etc. to the Client or 3rd party, such as contractors or printing companies.

5.0 Additional Services:

Additional services include increase or change in scope of project, major revisions when such revisions are inconsistent with written approvals or instructions previously given, services after award of contract in evaluation of substitutions proposed by the construction contractor, correction of discrepancies between copies of the Contract Documents and the electronic media after the 30-day acceptance period and other services that are not included under professional services. PATH will only perform additional services when authorized in writing by the Client or Client's representative. Hourly rates for this Agreement are as follows:

Principal	\$130.00/hour	Project Manager/Civil Engineer	\$125.00/hour
Professional Staff	\$115.00/hour	Structural Engineer	\$150.00/hour

6.0 Client Furnished Services:

Any services provided by the Client for PATH shall be deemed reliable and PATH shall be entitled to rely on the accuracy and completeness of any services and information furnished.

7.0 Indemnification:

To the extent permitted by law, the Client shall indemnify and hold harmless PATH and all of its personnel from and against any claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the negligent performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of the Client, anyone directly employed by the Client (except PATH), or anyone for whose acts any of them may be liable.

8.0 Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and PATH, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, PATH's total aggregate liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause

or causes, shall not exceed total fee or \$50,000, whichever is less. Such causes include, but are not limited to, PATH negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

9.0 Dispute Resolution:

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by negotiation, mediation or arbitration. The parties shall first endeavor to settle the dispute through direct discussions or negotiations. If the dispute cannot be settled through direct negotiations, the parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association. In the event that the parties do not agree to mediation, binding arbitration shall be used to settle the claim, dispute or other matters in question. Arbitration and Mediation proceedings shall be held in Atlanta, Georgia or the closest location of the office of PATH. No written or oral representation during the course of any settlement negotiations or mediation shall be deemed as party admissions. Demand for mediation or arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect. A demand for mediation or arbitration shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for mediation or arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statutes of repose or limitation. A mediation or arbitration pursuant to this article may be joined with a mediation or arbitration involving common issues of law or fact between PATH and any person or entity with whom either party has a contractual obligation to arbitrate disputes. No other mediation or arbitration arising out of or relating to this Agreement shall include by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, or not a party to an agreement with either party, except by written consent containing specific reference to this Agreement, signed by the parties and any other person or entity sought to be joined. Consent to mediation or arbitration involving an additional person or entity shall not constitute consent to mediation or arbitration of any claim, dispute or other matter in question not described in the written consent or with person or entity not named therein. The foregoing agreement to mediate or arbitrate and other agreements to mediate or arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The parties shall share the mediator's fee and any filing fees equally.

10.0 Standard of Care:

PATH shall perform Services for Client in a professional manner, using that degree of care and skill ordinarily expected of by and consistent with the standards of competent consultants practicing in the same or a similar locality as the Project.

11.0 Exchange of Electronic Media:

When exchange of data by electronic media is required by this agreement, the following shall apply:

11.1 Client to PATH

The Client shall deliver to PATH electronic files suitable for use in the format, specification, media and hardware platform (production system) stated in the agreement. PATH shall review the files and accept it within 5 days as being suitable for their use on the project. Within the acceptance period if the data is not determined suitable for use, PATH shall notify the Client in writing of the corrections required. The Client shall make the required corrections and return the files to PATH.

11.2 PATH to Client of Third Parties

PATH shall deliver to the Client contract document files for the production system stated in the agreement. These files are compatible only with the production system stated in the agreement and may not be compatible beyond the specified release of the above-stated production system. PATH agrees that it is responsible for the accuracy of the original sealed documents. If at any time, there exists a difference between the submitted electronic files and the original sealed documents, the original sealed document will govern as the official delivered contract documents.

12.0 Termination of Services:

This agreement may be terminated by written notice by either the Client or PATH should the other fail to perform its obligations hereunder or for no cause. In the event of termination, the Client shall pay PATH for all services appropriately and completely rendered to the date of termination and all associated reasonable reimbursable expenses.

13.0 Ownership of Documents:

Unless otherwise agreed to in writing, all documents, including electronic media, produced by PATH under this agreement shall remain the property of PATH and may not be used by the Client for any reason without the written consent of PATH; such

written consent not to be unreasonably withheld, conditioned or delayed. Any unauthorized use or distribution shall be a Clients' and Recipient's sole risk and without liability to PATH. Client further agrees that documents produced by PATH pursuant to this agreement will not be used for any project not expressly provided for in this agreement without PATH's written approval; such written approval not to be unreasonably withheld, conditioned or delayed. Upon the expiration of the acceptance period for electronic media as stated below, the client will indemnify and save harmless PATH for any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files, output generated from them, use beyond the specified release or reuse of files altered by Client or others.

14.0 Solicitation of Employees:

During the term of this Agreement, neither party will solicit, hire, or make an offer of employment to an employee of the other party without prior written consent of the other party.

15.0 Delays:

PATH is not responsible for delays caused by factors beyond PATH's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of PATH's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond PATH's reasonable control occur, the Client agrees PATH is not responsible for damages, nor shall PATH be deemed to be in default of this agreement.

16.0 Discovery of Unanticipated Hazardous Materials:

Hazardous materials may exist where there is no reason to believe they could or should be present. PATH and the Client agree that the discovery of unanticipated hazardous materials may constitute a changed condition mandating a renegotiation of the scope of work or termination of services at the election of either party. PATH and the Client also agree that the discovery of unanticipated hazardous materials may make it necessary for PATH to take immediate measures to protect human health and safety, and/or the environment. PATH agrees to notify the Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Client encourages PATH to take any and all prudent "first aid" measures that in PATH's professional opinion are justified to preserve and protect the health and safety of PATH's personnel and the public, and/or the environment, and the Client agrees to compensate PATH for reasonable additional expense of such work. The Client waives any claim against PATH, and agrees to indemnify, defend and hold PATH harmless from any claim or liability for injury or loss arising from PATH's encountering unanticipated hazardous materials. The Client also agrees to compensate PATH for any time reasonably spent and expenses incurred by PATH in defense of any such claim, with such compensation to be based upon PATH's prevailing fee schedule and expense reimbursement policy. The Client is fully responsible for and assumes all risks associated with such conditions which are properly disclosed and identified in a timely manner.

17.0 Site Operations:

PATH field personnel will avoid hazards and potentially dangerous exposure to and contact with utilities which are visible to them at the site. The Client recognizes that PATH may not identify all subsurface utility lines and man-made objects, and that the information upon which PATH relies may contain errors, may be incomplete, or insufficient. PATH is not responsible for any reasonably unforeseeable damage or loss due to undisclosed or unknown surface, subsurface conditions, owned by Client or third parties. Evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which are not able to be reviewed by reasonable visual observation. These assumptions cannot be verified without substantial cost or demolition. Where the detailed investigation of such a condition is not authorized, PATH shall not be responsible for the condition of the existing structure and utilities. The Client understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services.

18.0 Construction Activities:

Unless specifically state otherwise, the Client and his contractor(s) are fully and solely liable for all means and methods of construction, temporary bracing and shoring, and construction site safety.

19.0 Governing Law:

Unless otherwise specified, this agreement shall be deemed to be executed in DeKalb County, Georgia and shall be governed by the laws in the State of Georgia. It is agreed that all actions related to this agreement shall be submitted to the jurisdiction of the state or federal courts in the State of Georgia and that the venues for same shall be located in DeKalb County, Georgia.

By signing the attached proposal for professional services, the client agrees that they have fully read, understand and accept the Terms and Conditions as stated above.



Waste Pro will begin January 25, 2021

Residents: January 18 and 19, 2021 will be Waste Management's last trash collection days and January 22, 2021 will be Waste Management's last recycling collection day.

January 18, 19 and 22nd please leave the carts at the curb for Waste Management to collect. If you do not need service on those days, please place all Waste Management carts to the curb on those days for collection regardless. Waste Management plans to have collection crews collecting the carts just after the last service. We generally take a few days to pick up most of the carts, so please continue to leave the carts at the curb. There are always more carts that are brought to the curb after Waste Management have gone through an area, so sometimes they don't know that there are carts waiting on them to pick up. Waste Management and their team will make multiples passes through the City to spot any that are left over and make multiple attempts to collect all carts. Once Waste Management has made multiple attempts and passes though the City, they will have collected most carts.

Thank you for your cooperation during this transition. If you have any questions, please contact City Hall at (912)772-3353