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May 2, 2022

WORK SESSION AGENDA

5:00 PM

PERRY EVENTS CENTER
1121 MACON ROAD, PERRY, GA 31069

To join the meeting by Facebook: Use this URL - facebook.com/cityofperryga
This will allow you to view and hear the meeting.

1. Call to Order: Mayor Randall Walker, Presiding Officer.
2. Roll:
3. Citizens with Input:
4. Appear(s):
 - 4a. Presentation of The Royal Blueprint – Ms. Jurusha Moss.
5. Items of Review/Discussion: Mayor Randall Walker
 - 5a. Office of the City Manager
 1. Meeting decorum – Mr. L. Gilmour.
 2. FedEx/UPS drop off boxes – Mr. L. Gilmour.
 3. Process for greenspace – Mr. L. Gilmour.
 4. Consider property tax fees refund – Mr. L. Gilmour.
 5. Engineering services – Mr. L. Gilmour.
6. Council Member Items.
7. Department Head/Staff Items:
8. Adjourn.

In accordance with the Americans with Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Perry City Council Agenda and supporting material for each item is available on-line through the City's website at www.perry-ga.gov.



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OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Mayor/Council
FROM: Lee Gilmour, City Manager
DATE: April 21, 2022
REFERENCE: Meeting decorum

The City Attorney suggests council establish formal rules or guidelines concerning public participation at its meetings. The Administration recommends council consider the below guidelines:

1. All persons are welcome to provide input to the council concerning public affairs.
2. The council provides scheduled opportunities to address council on any manner at all of its meetings.
3. A person wishing to address council shall:
 - a) Come to speak from the provided podium.
 - b) Identify her/his self and provide his/her street address.
 - c) Address the council directly. Looking at and speaking to the audience is not allowed.
 - d) Keep remarks, questions, etc. brief and to the point of the issue (s).
 - e) The presiding officer may restrict the presentation if it became repetitive, harassing, intimidating, off topic, or wandering.
4. If a person desires to address an item on the agenda she/he should wait until that item is being reviewed by council.
5. The presiding officer has the right to restrict the number of speakers if they are repeating comments previously made.

6. All questions are to be addressed to the presiding officer not other speakers, other petitioners, city staff or members of the audience.
7. The presiding officer can have a person removed from the meeting if that person is not following these guidelines or being disruptive.
8. Should the presiding officer or any council member have questions they shall be directed to the person at the podium or requested from the audience to come to the podium.
9. The number of persons at the podium shall be limited by the presiding officer.
10. Repeated outbursts from the audience such as clapping, cheering, praying, comments, etc. will result in the presiding officer directing the removal of disruptive audience members.
11. No person shall be prohibited from speaking based on his/her race, sex, religion, residence, opinion, age, sexual orientation, nationality, or political affiliation.

These guidelines shall apply to all City of Perry council meetings and its authorities, boards and commissions.



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OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Mayor / Council
FROM: Lee Gilmour, City Manager
DATE: April 21, 2022
REFERENCE: FedEx/UPS drop off boxes

Currently there is a FedEx and a UPS drop off box located at the intersection of Carroll Street and Jernigan Street. When the city authorizes downtown events access to these boxes by the companies is unavailable. Ms. Hartley recently surveyed businesses downtown and determined these boxes are used by a number of businesses. Additionally, the city will use them when municipal court and city staff move into the new city hall.

The Administration recommends the boxes be relocated to the city hall property at the intersection of Jernigan Street and Main Street. This is only a half block more and the services can have access even when events are occurring.

cc: Mr. R. Smith
Ms. A. Hartley



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OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Mayor/Council
FROM: Lee Gilmour, City Manager
DATE: April 21, 2022
REFERENCE: Process for greenspace

As the city continues to grow it will have the opportunity to obtain parcels of land varying in size that can be classified as greenspace. The city's category of uses policy (see attached Resolution No. 2020 – 32) outlines greenspace conditions.

Recently the city has been requested to maintain (mowing grass/weeds) a greenspace parcel. Historically, the city's greenspace has been forested.

The Administration recommends council authorize the planting of natural trees, except pine trees, on empty greenspace parcels. The reasons for this recommendation are:

- 1) The trees will provide a natural buffer between developments and an aesthetic backdrop for surrounding property owners.
- 2) The tree canopy will reduce maintenance over time.
- 3) The trees will provide environmental benefits to the community.
- 4) The trees will reduce or eliminate other uses or requests for the site.

cc: City Attorney
Mr. R. Smith
Ms. A. Fitzner
Mr. B. Wood

**RESOLUTION OF THE COUNCIL OF THE CITY OF PERRY, GEORGIA,
ESTABLISHING CLASSIFICATIONS AND GUIDELINES
FOR THE CITY'S GREEN SPACE AREAS**

WHEREAS, the City of Perry, Georgia, has different types of green space areas throughout its corporate limits; and

WHEREAS, there is a need to classify the various green space areas and provide guidelines for what activities are available for each classification.

NOW, THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED, by the Council of the City of Perry that the City's policy for classifying green space areas and providing specific guidelines for each classification is as follows:

(1) Green space

- Parcels of land or portions thereof titled to the City for the purpose of preserving natural growth areas.
- May contain limited cross connection City infrastructure such as water/sewer, streets, etc.
- Other than infrastructure maintenance, no other maintenance is performed.
- Not available for public use.

(2) Pocket Parks

- Parcels of land or portions thereof dedicated to surrounding neighborhood use
- Contains neighborhood use items, such as small playground equipment, picnic tables, etc.
- No parking lot provided.
- Maintenance provided by the City.
- Not available for rent.

(3) Passive Parks

- Parcels of land or portions thereof dedicated to general public use
- May contain items in a pocket park plus particular attractions such as water features, trails, education facilities and non-competitive items, such as, dog parks, ponds, tennis courts, etc.
- Limited parking is available.
- Maintenance provided by the City.
- Not available for rent.
- City may sponsor limited events.
- Large gatherings prohibited.

(4) Destination Parks

- Parcels of land or portions thereof dedicated to active public use.
- Contains a wide range of facilities for various competitive and non-competitive activities.
- Location of Department of Leisure Services scheduled activities and events occur.
- Available for rent.
- Any size group can use.
- Large areas for parking.
- May contain structures for community use.
- Serves regional users.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



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OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Mayor/Council
FROM: Lee Gilmour, City Manager
DATE: April 27, 2022
REFERENCE: Property tax fees refund

Ms. Elicia Mills is requesting a refund of the fees charged on her tax late payment of the City's property tax bill for 918 Jeanne Street. She said she mailed the payment, but it was lost in the system.

City policy states that unless there is an error by the city, the property owner is responsible for the timely payment of the tax bill and any additional charges if payment is late. Ms. Mills provided payment in late February. Research shows the county tax bill was not paid until February 25, 2022.

The Administration recommends the council adhere to its policy and not authorize the refund.

cc: Mr. M. Worthington
Ms. L. Nelson



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OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Mayor/Council
FROM: Lee Gilmour, City Manager
DATE: April 27, 2022
REFERENCE: Engineering Services

Attached is an engineering proposal from Keck & Wood for survey and concept planning for the downtown parking lots on railroad right of way. Based on Keck & Wood's experience dealing with railroads and our historic relationship, the Administration recommends council authorize this proposal. The project will be paid for from the Capital Projects Construction Fund.

cc: Mr. R. Smith
Mr. C. McMurrian



April 26, 2022

Robert Smith
Assistant City Manager
City of Perry
1211 Washington Street
P.O. Box 2030
Perry, GA 31069
Sent via email: robert.smith@perry-ga.gov

Re: Scope Description and Fee Estimate
Concept Planning for City of Perry Parking Lots

Dear Mr. Smith:

Keck & Wood ("Engineer") is pleased to submit this proposal for the concept planning for City of Perry ("City") parking lots to be located along the Norfolk Southern Railway from Carroll Street to approximately 550 feet southeast of Main Street in Perry, GA. Based on our meeting held April 13, 2022, we understand the City desires to build four (4) parking lots in the area described above. Keck & Wood intends to provide the City with surveying and concept planning services for this project.

Our initial scope of services will include survey and conceptual development of the parking lots. Once approved by the City, future work (not included in this proposal) includes engineering design, permitting, bidding assistance and construction administration (if needed). The following is a detailed scope of our proposed services:

A. SURVEYING

A Topographic and Boundary Survey will be performed along the area described above. The survey will be performed under the direction of a Georgia Professional Land Surveyor. Topographic mapping and survey will show and include ground identifiable planimetric features. Survey to include:

- Vertical Datum (NAVD 88)
- State Plane Coordinate Datum (NAD 83 GA West Zone)
- Contour interval will be 2 feet
- Location and sizes of storm sewer systems, manhole, catch basin, drop inlet, curb inlet with rim and invert elevations, if accessible; pipe size; inverts and material, if accessible; headwalls, flared end sections; other drainage structures, if accessible.
- Sanitary sewer systems; manhole rims and inverts, pipe sizes and materials, if accessible.
- Location of valves, meters and other gas main appurtenances, if accessible and surface evident.
- Location of valves, meters, hydrants and other water main appurtenances, if accessible and surface evident.
- Horizontal location of overhead electric lines, telephone lines and appurtenances.
- Location of other underground utilities on or adjacent to the project site, if accessible and surface evident in the field.
- Top of banks, centerline of creek and wetland flags if marked by others.
- Topographic features of lakes (edge of water), streams, swales, pavement and swampy areas within area.

- Location of fences, walls, slabs and materials of which they are constructed.
- Location of existing signs

Scope of Services does NOT include the following:

- Determination of size, depth, and pressure of water, force main or gas mains.
- Determination of size & depth for electric, phone & cable lines.
- The determination of overhead utility wire height, voltage or use.
- Proposed centerline staking.
- Proposed easement or right-of-way staking.
- Survey of additional areas outside the limits of work described above and any right of way not part of the project frontage or other parcels not related to the 32 acres.
- Surveying of empty conduits, traffic control wires and cables, irrigation systems, underground storage tanks, and nonmetallic, non-conductive utilities. Storm and sanitary sewer pipe are typically not traceable therefore their location is estimated based upon above ground visible evidence such as manholes and catch basins.
- Only underground utilities marked/flagged by 811 Call Center or the utility provider will be surveyed. In an effort to determine the actual location of all locatable existing underground utilities within the project area, a private locator can be provided at additional compensation.
- Surveying of empty conduits, traffic control wires and cables, irrigation systems, underground storage tanks, and nonmetallic, non-conductive utilities. Storm and sanitary sewer pipe are typically not traceable therefore their location is estimated based upon above ground visible evidence such as manholes and catch basins.
- It is expressly understood by both parties that locating underground utilities is an inexact and uncertain process in which errors can occur. Some utilities may exist within the survey area; however, they will not be located if no above ground evidence of their existence is present.

B. CONCEPT PLANNING

Working with the City, Keck & Wood will prepare a Concept Plan indicating the desired parking lot improvements. Following are tasks associated with this phase of project development.

1. Prepare a Concept Plan for review and approval by City to include the following:
 - Concept layout of the proposed four (4) parking lots, entrances, drive aisles
 - General idea/sketch of the potential stormwater facilities
2. Attend one virtual (1) meeting with the City to review the Concept Plan.
3. Revise the Concept Plan per City comments.
4. Prepare a conceptual cost estimate for the improvements proposed in the revised Concept Plan.
5. Provide a final Concept Plan (PDF format) and conceptual cost estimate (excel format) of the proposed improvements.

Fee Schedule

Compensation for work performed shall be billed on a **lump sum** basis. Once per month during the existence of this contract, the Engineer shall submit to the City an invoice for payment based on the actual work performed for the Project through the invoice period. A summary of the fees are as follows:

A. Surveying	\$ 8,000
B. <u>Concept Planning</u>	<u>\$ 7,000</u>
Total Fees	\$ 15,000

Mr. Robert Smith
April 26, 2022
Page 3 of 3

If you have any questions or would like additional information, don't hesitate to contact me at 770-715-4223. We appreciate the opportunity to work with the City of Perry on this project.

Sincerely,
KECK & WOOD, INC.



Greg Sistrunk, P.E.
Vice President

ACCEPTED by the CITY OF PERRY, GA
This _____ day of _____, 2022.

By: _____

Title: _____

Attachments: Terms and Conditions

TERMS AND CONDITIONS OF SERVICE

EFFECTIVE DATE: This Agreement, by and between Keck & Wood, Inc., hereinafter referred to as the Consultant, and the Client identified on the attached proposal, is binding and effective upon acceptance by a currently authorized corporate officer of the Consultant.

SCOPE OF SERVICES: Whereas the Consultant has proposed to perform, and the Client desires to have the Consultant perform, the scope of services described on the attached proposal

AGREEMENT: Now, therefore, in consideration of the premises and the covenants and undertakings hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PERFORMANCE:** Unless more specifically established on the face side(s) hereof or attachments hereto, the Consultant a) agrees to perform his services in conformity with generally accepted professional practices for the intended project or purpose, and makes no warranty either expressed or implied; b) agrees to correct any defective survey or engineering service performed by the Consultant when brought to its attention in writing; and c) will endeavor to complete its services on a time schedule consistent with needs of the Client.

2. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, plats, estimates, field notes, specifications and other data are and shall remain the property of the Consultant. Copies of finished documents furnished to the Client are instruments of service for the specific project or initial purpose indicated, and are not intended to be reused for extensions of the project or for additional purposes without written authorization by the Consultant. Reuse of any of the instruments of service of the Consultant by the Client on any extension of the project or for additional purposes shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses including attorney's fees arising out of any unauthorized reuse of the Consultant's instruments of service by the Client or by others acting through the Client.

3. **ESTIMATES OF CONSTRUCTION COST:** Since the Consultant has no control over construction costs or of the methods by which construction contractors determine prices, or over market conditions, any opinion of the Consultant regarding construction cost are to be made on the basis of his best judgment, but Consultant cannot and does not guarantee that actual construction costs will not vary from estimates provided by the Consultant.

4. **FORCE MAJEURE:** Consultant shall not be liable for failures to perform any obligation under this Agreement where such failure arises from causes beyond Consultant's exclusive control, including (but not limited to) such causes as war, civil commotion; force majeure; acts of a public enemy, sabotage; vandalism; accident; statute; ordinances; embargoes; government regulations; priorities or allocations; interruption or delay in transportation; inadequacy, shortage or failure of supply of materials, equipment, fuel or electrical power; labor controversies (whether at Consultant's office or elsewhere); shut-downs for repairs; natural phenomena, whether such cause exists on the effective day hereof, or arises thereafter, or from compliance with any order or request of the United States Government or any officer, department, agency, instrumentality or committee thereof.

5. **CONSTRUCTION RELATED SERVICES:** The Consultant has not been retained or compensated to provide design and construction review services relating to any construction contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for a contractor to perform his work which are not directly a part of the completed project; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retention of excavations, and any erection methods and temporary bracing.

6. **CONSULTANT'S INSURANCE:** The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage of not less than \$2,000,000 limit, and professional liability insurance coverage of not less than \$2,000,000 limit.

7. **CONTRACTOR'S INSURANCE:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require the contractor(s) and any subcontractor(s), prior to commencement of such work, to submit evidence that he (they) have obtained for the period of the construction contract, and the guarantee period, comprehensive general liability insurance coverage including completed operations coverage. This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of construction work, and have a limit of not less than \$500,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$1,000,000 for damages arising out of bodily injury, sickness and death of two or more persons. The property damage portion shall provide for a limit of not less than \$300,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of construction work in any one occurrence including explosion, collapse and underground exposures. Included in such coverage shall be contractual coverage sufficiently broad to insure the provision of the subsequent paragraph entitled "Contractor's Indemnity". The comprehensive general liability insurance shall include as additional named insureds: the Client; the Consultant, and each of their officers, agents and employees.

8. **CONTRACTOR'S INDEMNITY:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require that all contractors and subcontractors performing work in connection with services rendered by the Consultant, indemnify and hold harmless, the Client and the Consultant, and each of their officers, agents, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from construction operations, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part, directly or indirectly, by any negligent or willful act or omission of the contractor(s), any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable. The indemnification required shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor(s) or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. **ACCESS:** The Client shall be responsible for providing all rights of access upon public or private property as required by the Consultant to perform authorized services.

10. **BASIS OF PAYMENT:** The Client agrees to compensate the consultant as provided on the attached proposal. In the event a preliminary estimate of compensation is made, the Consultant will endeavor to accomplish services within that estimate, but the Consultant does not guarantee such estimate unless a specific written statement to that effect is given. Should the Consultant become aware that charges will or have exceeded any preliminary estimate, he will promptly notify the Client who may elect to reduce the scope of services or authorize a continuation of services at increased cost.

11. **PAYMENT AND CREDIT:** Progress or partial payments shall be made by the Client in proportion to services rendered by the Consultant unless specific extension of credit to the Client is provided on the attached proposal. Statements will be issued from time to time by the Consultant, but no more often than at 4-week intervals, and shall be fully payable within 30 days thereafter. Balances which are unpaid for more than 30 days are subject to a finance or service charge plus collection expenses. Unless stated differently on the face(s) hereof service charges shall be 1.5 percent per month, which amounts to 18 percent per year. If in the exclusive judgment of Consultant, the financial condition of the Client at any time does not appear to justify the commencement or continuance of services on the terms specified herein, Consultant may, in addition to all other remedies it may have at law or in equity, make written demand for full or partial payment in advance, suspend its performance until such payment is made and cancel this Agreement if such payment is not received by the Consultant within 30 days after delivery in person or mailing of said demand by Consultant.

12. **AUDIT; ACCESS TO RECORDS:** For Agreements employing cost as a basis of compensation, the Consultant shall maintain books, records, documents and other evidence directly pertinent to the Agreement in accordance with appropriate accounting standards. From time to time, but not more often than once each calendar year, the Client may have his accounting representative verify costs by examination of pertinent documents at the home office of the Consultant. During such audit, the Consultant shall provide suitable facilities for the Client's representative, and that representative shall organize and conduct his audit in a manner which minimizes special effort by the Consultant.

13. **DELEGATION OF DUTIES:** Neither the Client nor the Consultant shall delegate his duties hereunder without the written consent of the other.

14. **TERMINATION:** Should this Agreement be terminated prematurely by written mutual agreement or as provided elsewhere herein, the Consultant shall be paid for services performed to the termination date plus 15 percent of the total compensation earned to the time of termination to account for Consultant's rescheduling adjustments and related costs.

15. **WARRANTY; CONSULTANT SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE TERMS AND CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, CONSULTANT WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN CONSULTANT REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.**

16. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants. If Consultant encounters or learns of an undisclosed Pollutant at the Site, then Consultant shall notify (1) Client and (2) appropriate governmental officials if Consultant reasonably concludes that doing so is required by applicable Laws or Regulations. It is acknowledged by both parties that Consultant's scope of services does not include any services related to unknown or undisclosed Pollutants. If Consultant or any other party encounters, uncovers, or reveals an undisclosed Pollutant, then Client shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

17. **RECORDS RETENTION:** Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under this Agreement. Upon Client's request, Consultant shall provide a copy of any such item to Client at cost.

18. **MISCELLANEOUS:** This Agreement is to be construed in accordance with and enforced under the laws of the principal place of business of the Consultant. This Agreement constitutes the entire agreement between the parties hereto, and all prior negotiations, representations and inducements of every kind are superceded hereby. No waiver, alteration or modification of this Agreement shall be effective unless in writing and signed by an authorized corporate officer of the Consultant. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.