

City of Mansfield

AGENDA

City Council Meeting Agenda
June 8, 2020 – 7:00 p.m.
Mansfield Community House
Page 1 of 1

- I. Call to Order:
- II. Agenda Approval:
- III. Invocation & Pledge of Allegiance:
- IV. Citizen's Comments on Agenda: *Limited to Agenda Items only for 5 minutes each*
- V. Approval of Minutes:
 - a. May 11, 2020 Council Meeting Minutes
- VI. New Business:
 - a. Approve Turnipseed Proposal
 - b. Set Qualifying Date of July 13 – 17, 2020 for Special Election to fill Post# 1
 - c. Approve Poplar Street storm repair bid
 - d. Approve Bramlett Realty to appraise the Mural Building
- VII. Public Hearing : FY2020-2021 Budget
- VIII. Citizen's Comments on Non-Agenda Items: *Limited to 5 minutes each*
- IX. Adjournment:

City of Mansfield

MINUTES

City Council Meeting Minutes
June 8, 2020 – 7:00 p.m.
Mansfield Methodist Church
Page 1 of 3

PRESENT: GW Davis Jr, Blair Northen, Bryan Hale, Austin Mitchell, Helen Robertson, Post #1 Vacant

OTHERS PRESENT: Kory Wilson, David NaDell, John Napoli, Elsie Smith, Willie Belcher, Walter Tuggle, Vicki & Scott Cowan

The honorable Mayor GW Davis Jr called the meeting to order at 7 PM and thanked everyone for finding the meeting place tonight. He explained that because of the election tomorrow, we could not use the community house and expressed appreciation to Mansfield UMC for letting us use their building.

Councilman Austin Mitchell made the motion to approve the agenda and Councilman Helen Robertson gave the second. All council present voted 'aye'. The motion passed 4/0.

Mr David NaDell gave the invocation and the honorable Mayor Pro Tem Blair Northen lead the pledge.

There were no citizen's comments on agenda items.

Councilman Austin Mitchell made the motion to approve the May 11, 2020 Council Meeting Minutes and Mayor Pro Tem Blair Northen gave the second. All council voted 'aye'. The motion passed 4/0.

The honorable Mayor GW Davis Jr read the Turnipseed proposal out loud. The honorable Mayor Pro Tem Blair Northen made the motion to approve the proposal and Councilman Austin Mitchell gave the second. It was explained by Mayor Pro Tem Northen, that this is an evaluation of our facility to determine what maintenance needs to be done and then Turnipseed would seek out the most qualified contractors and oversee the project. Mayor GW Davis Jr also explained that we have plenty of capacity for future needs and that this is not an expansion of our sewer treatment plant. All council present voted 'aye'. The motion passed 4/0.

Councilman Austin Mitchell made the motion to set the qualifying dates of July 13 – 17 for the Special Election to fill Post #1, made vacant by Councilman Perry Lunsford's resignation. Councilman Bryan Hale gave the second. All council present voted 'aye'. The motion passed 4/0.

New Business Item c. Approve Poplar Street storm repair bid was Tabled.

New Business Item d. Approve Bramlett Realty to appraise the Mural Building was Tabled.

Councilman Austin Mitchell made the motion to move into the Public Hearing for the FY2020-2021 Budget and Councilman Bryan Hale gave the second. All council present voted 'aye'. The motion passed 4/0.

Mr. Scott Cowan, property owner at 2913 N Main St (Hwy 11), asked what the Electric Fund Budget expense account 510.53.1110 Electric Supplies \$36,000 Loyd Rd was for. City Administrator and City Clerk, Jeana Hyde, explained that it is the materials needed to make the power running along Loyd Rd to the sewer treatment plant 3 phase power. Mrs. Vicki Cowan asked if it was needed. The honorable Mayor GW Davis Jr shared that he would like to see the city's infrastructure improved bit by bit by bit and continued to explain that it is the city's goal to hold steady with fees, etc., stating that he was not saying anything new about property taxes because he has not seen the digest. He added that there are no other big projects planned until the sewer treatment plant is repaired.

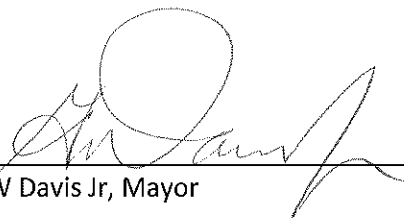
The honorable Mayor took the opportunity to invite everyone to get involved in the planning process of the city's comprehensive plan for the coming years.

With no more public comments, Councilman Austin Mitchell made the motion to leave the Public Hearing for the FY2020-2021 Budget and Councilman Helen Robertson gave the second. All council present voted 'aye'. The motion passed 4/0.

Mrs. Vicki Cowan, property owner at 2913 N Main St (Hwy 11), asked about the Poplar St stormwater repair, commenting that if the road was widened it would have an adverse effect on her property. She was assured that there was no plan to widen that road. She also expressed concern over the parents waiting to pick their children up from school, blocking the drive-ways of the people who live on that road.

Councilman Austin Mitchell made the motion to adjourn the meeting and the honorable Mayor Pro Tem Blair Northen gave the second. All council voted 'aye' by saying "good night". The motion passed 4/0 and the meeting adjourned at 7:38 PM.

Before everyone left, the honorable Mayor GW Davis Jr, expressed the importance of the 2020 Census and encouraged everyone to participate and asked them to encourage others to participate as well. He shared that as of yesterday, only 43.9% of Mansfield residents has filled out their census.



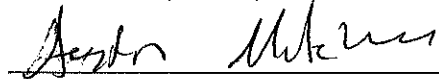
GW Davis Jr, Mayor

Vacant, Post 1

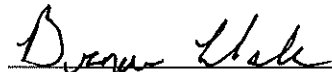


Helen Robertson, Post 2

Blair Northen, Post 3, Mayor Pro Tempore



Austin Mitchell, Post 4



Bryan Hale, Post 5



February 4, 2020

Mayor and Council
City of Mansfield
P.O. Box 35
Mansfield, Georgia 30055-3146

Attention: Mayor G.W. Davis, Jr.

Re: City of Mansfield
Sewerage System Improvements
Proposal for Engineering Services

Thank you for meeting with our firm to discuss upgrades to the City's water pollution control plant. The facility was designed and constructed in the 1980's and has served the City well for nearly 40 years. With proper maintenance and repair of the deteriorated equipment, the plant's useful life can be extended for years to come.

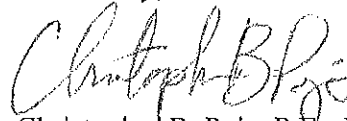
Based on our meeting and the input of City staff, we recommend the following approach to design, funding and construction of the plant rehabilitation:

1. Prepare a full assessment of the structural integrity of the Smith & Loveless packaged treatment plant, the condition of all instrumentation and controls, and the condition of the mechanical equipment.
2. Prepare a detailed cost estimate and Engineering Report for use with loan and grant applications for funding proposed improvements.
3. Prepare state and federal environmental reviews to establish funding eligibility and make application to State Revolving Funds, Georgia Environmental Finance Authority, Georgia Department of Community Affairs and private lenders for necessary project funding.
4. Prepare drawings, technical specifications and bid documents for the rehabilitation work needed. *Turnipseed Engineers* can assist with advertising the project to qualified contractors, bid opening, contract preparation and construction contract administration.

For the initial phase of the work, we propose to provide engineering services for the City as outlined in items 1-3. Once authorized to start work, the Assessment and Engineering Report will take approximately 4 months to complete. We propose a lump sum fee of \$8,500 which will be invoiced once funding applications are submitted. Design and construction engineering fees (Item 4) will be based on the final scope of work and determined after the Assessment is complete. A separate proposal will be prepared for the City's approval at that time.

If our proposal is acceptable, please sign and date where indicated below and return one (1) copy for our files. A copy of our General Conditions of Agreement is enclosed and made part of this proposal by reference. We appreciate your interest in allowing us to continue to work with you. If you have any questions about our proposal, please call us.

Yours truly,



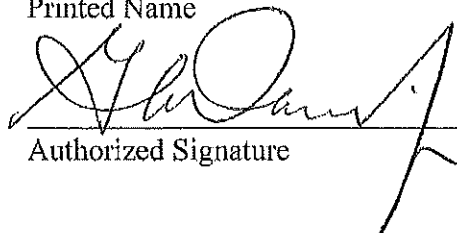
Christopher B. Poje, P.E., *President*

CBP:sn

AUTHORIZATION TO PROCEED

CITY OF MANSFIELD, GEORGIA

G.W. Davis Jr.
Printed Name


Authorized Signature

Mayor
Title

6-8-2020
Date



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

Aug. 11, I have a pretty strong hunch that one of these days thereafter, Ms. McCamy and she would take the weekend before focusing on the upcoming runoff. But, he was and are experienced to do the job. I will not endorse a candidate in the runoff."

Republican Tommy Davis in the November general election. Davis, who is seeking a fourth term, was unopposed for the GOP nomination. TAX COMMISSIONER: Marcus Jordan defeated Roosevelt Winters for the Democratic nomination on the Newton County School Board; Anderson Bailey and Jeffrey Johnson qualified for an Aug. 11 runoff over Michael Syphoe for the Democratic nomination for the District 4 seat on the Newton County Board of Commissioners.

TO THE QUALIFIED VOTERS OF THE CITY OF MANSFIELD, GEORGIA

Pursuant to O.C.G.A. 21-2-540 notice is hereby given that on Tuesday, November 3, 2020, a **Municipal Special Election** will be held at Mansfield City Hall, 3146 Hwy 11 S, Mansfield, Newton County, Georgia 30055 to fill vacant Council Post #1.

A qualifying fee of \$35 has been set for this post. Qualifying will be held at Mansfield City Hall, 3146 Hwy 11 S, Mansfield, Newton County, Georgia 30055. The qualifying dates are Monday, July 13, 2020 thru Friday, July 17, 2020 beginning at 8:30 am until 4:30 pm.

The last day a person may register and be eligible to vote in the Municipal Special Election is October 5, 2020. The polls will be open on Election Day from 7:00 am until 7:00 pm. If there is a need for a Municipal Special Election runoff, the date will be December 1, 2020.

Happy Father's Day!

JUNE

SALES EVENT

**Monday-Saturday 9am-5:30pm
Closed Sunday!**

**JUNE 1ST
THRU
UNTIL
2020!**

**30% Off ALL in
Stock Inventory!**

All Outdoor Furniture

Cyprus, Pressure Treated Pine, Georgia Red Cedar 4, 5, & 6 ft. Swings, Rockers, Benches, Outdoor Gliders, Indoor Rockers, Glider Rockers & Swivel Rockers

Hayes Furniture Co.

6166 Washington Street - Covington, GA
(Corner of Turner Lake Rd. & Washington St.)

770-786-3737

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June 13+14 paper

CHANGE OF LOCATION FOR
CITY OF MANSFIELD, GA
REGULAR COUNCIL MEETING

Because election equipment is being delivered to the Mansfield Community House in preparation for the election, notice is hereby given that the Mayor and Council of the City of Mansfield, GA has moved the location of the City's regularly scheduled Council Meeting to be held on Monday, June 8, 2020 at 7 pm, to be held in the Mansfield Methodist Church located at 3031 Hwy 11 on the same day and time.