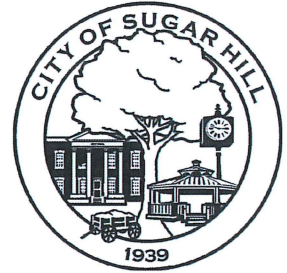


DATE: *March 31, 2021*
TO: Mayor and City Council
FROM: Assistant City Manager
SUBJECT: Intergovernmental Agreement –
Highway 20 East Multi-Use Trail



RECOMMENDED ACTION

Approve the intergovernmental agreement with Gwinnett County for the design, right-of-way and construction of a new multiuse trail connecting Peachtree Industrial Boulevard with the Sugar Hill Station commercial center, just east of Frontier Drive along the south side of Highway 20.

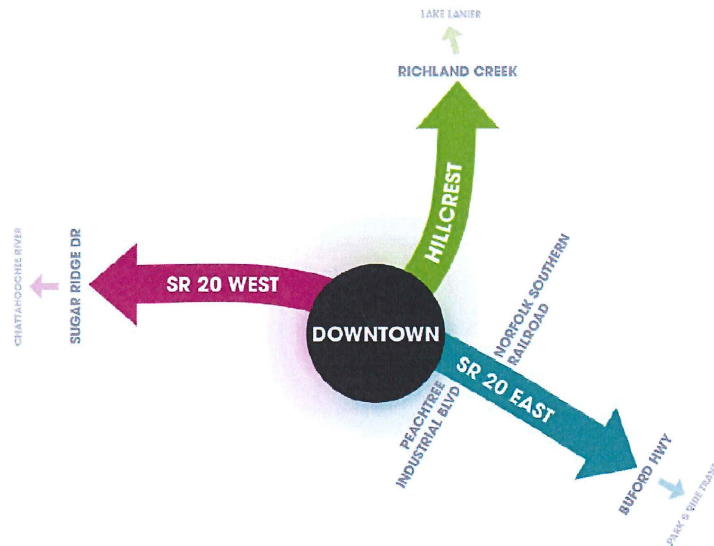
BUDGET IMPACT

This project was contemplated in recent planning studies updating our Liveable Centers Initiative (LCI) work program and coordinated with Gwinnett DOT in the final months of 2020. During that time, the project was incorporated into the 2021-2025 Capital Improvement Program, using SPLOST receipts to cover the expense. During the initial planning phase for the current SPLOST program the City did, in fact, discuss with Gwinnett County and Buford sharing in the cost of the design of the widening (adding lanes) of Highway 20. While that was not considered in the final agreement with the county, the city has a compelling interest in the future transportation corridor represented by this segment. As such, the current CIP includes funding for the full complement of funding necessary for this scope of work.

DISCUSSION

Recent planning efforts completed in 2020 built upon earlier plans to fulfill both alternative transportation goals of our comprehensive planning process by delineating prospective routes, obtaining public input, and beginning coordination of implementation. Previous plans and projects that have led to this effort include: the Sugar Hill Greenway Master Plan (2016), the Sugar Hill SR 20 Corridor Study (2018), the Sugar Hill Downtown Master Plan LCI (2018), and the Gwinnett County Trails Master Plan (2018).

The city's consultant, Toole Design during the most recent planning effort took advantage of ongoing efforts to make Sugar Hill an inviting place to walk, bike, and connect with nature and identified this east-west connection along the State Route 20 (SR 20) corridor (Pinedale Circle to Buford Highway) as a critical piece of the trail network to provide access from neighborhoods east of the railroad to Downtown, local businesses, and the future greenway segments.



While the process began during the planning phase, the final coordination and design will be initiated and led by Gwinnett DOT in accordance with the attached agreement. The agreement outlines the payment terms and scope of the project and gets the work underway. The amounts contemplated in our budget and the document are believed to be the best opinion of probable costs at this stage of the design process while realizing that other design decisions outside of our control (Railroad, GaDOT) may contribute to scope or budget increases. Therefore, language to this effect has been included in the document to allow both parties to determine any future contributions or roles as the design is finalized.

The trail (path) will extend from PIB in the west to the Sugar Hill Station commercial center to the east end of the highway project – as shown in the concept graphic below from Toole Design. Given the opportunity to include the trail into the GaDOT highway widening project at this stage, staff recommends approval of the agreement and authorizing the Mayor to sign the documents.



Map

Source:

Tool

Design

INTERGOVERNMENTAL AGREEMENT BETWEEN GWINNETT COUNTY
AND THE CITY OF SUGAR HILL REGARDING
A PROJECT AT SR 20/NELSON BROGDON BOULEVARD FROM PEACHTREE INDUSTRIAL BOULEVARD
TO US 23/SR 13/BUFORD HIGHWAY
(PROJECT F-1264)

This agreement made by and between the City of Sugar Hill, a municipal corporation chartered by the State of Georgia and headquartered at 5039 West Broad Street, Sugar Hill, Georgia 30518 (hereinafter referred to as "City") and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter referred to as "County") each of whom has been duly authorized to enter into this Agreement.

WITNESSETH

WHEREAS the parties to this agreement are governmental units located within the State of Georgia and authorized by law to enter into intergovernmental agreements; and

WHEREAS the parties hereto desire to serve the needs of the citizens of Gwinnett County by providing a safe and efficient roadway improvement within Gwinnett County; and

WHEREAS the parties believe that the SR 20/Nelson Brogdon Boulevard from Peachtree Industrial Boulevard to US 23/SR 13/Buford Highway project will further the purposes of meeting the transportation improvement needs of the County and the City; and

WHEREAS the parties believe that it would be in the interest of the health, safety and welfare of the citizens to combine their resources and efforts to provide for the efficient design and construction of the SR 20/Nelson Brogdon Boulevard from Peachtree Industrial Boulevard to US 23/SR 13/Buford Highway project;

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1. The City has requested the installation of a multi-use path along the south side of SR 20/Nelson Brogdon Boulevard from Peachtree Industrial Boulevard to Frontier Drive (nominally) in conjunction with the SR 20/Nelson Brogdon Boulevard from Peachtree Industrial Boulevard to US 23/SR 13/Buford Highway project.
2. The City has agreed to contribute one million dollars (\$1,000,000.00) toward the engineering, right-of-way acquisition, and the construction of the multi-use path and bridge expansion or attachment as may be necessary. If this estimated amount is not sufficient to complete the multi-use path or the Georgia Department of Transportation (GDOT) requires additional funding to complete construction of the path, the City and the County may by subsequent mutual agreement revise the scope of the multi-use path to fall within available funding.
3. The County shall be responsible for the management of the engineering, right-of-way acquisition, and construction of the multi-use path along the south side of SR 20/Nelson Brogdon Boulevard from Peachtree Industrial Boulevard to a logical trailhead parking near Frontier Drive. The County shall not be responsible for the maintenance or repair of the multi-use path upon final acceptance of the project from the contractor by GDOT. The County shall process and pay all invoices from vendors/contractors through its Department of Transportation.
4. Within sixty (60) days of the execution of this agreement, the City shall submit payment in the amount of Five Hundred Thousand dollars (\$500,000.00) to the County as the first of two installments for the costs outlined in this agreement. The second installment of Five Hundred Thousand dollars (\$500,000.00) shall be paid upon completion of the design, within thirty (30) days of County invoice with copy of final plan, and not earlier than 1/30/2022.

5. As to the SR 20/Nelson Brogdon Boulevard from Peachtree Industrial Boulevard to US 23/SR 13/Buford Highway project, the parties agree that neither the County nor the City shall indemnify or hold harmless the other party's agents, inspectors, servants, and employees, past and present. The City and the County shall assume and defend themselves individually at their own cost, any suit, action, or other legal proceeding arising therefrom for the SR 20/Nelson Brogdon Boulevard from Peachtree Industrial Boulevard to US 23/SR 13/Buford Highway project.
6. All notices pursuant to this agreement shall be served as follows: As to the County, Chairwoman, Gwinnett County Board of Commissioners, 75 Langley Drive, Lawrenceville, Georgia 30046. As to the City, Mayor, City of Sugar Hill, 5039 West Broad Street, Sugar Hill, Georgia 30518.
7. This agreement constitutes the entire written agreement between the parties hereto as to all matters contained herein. All subsequent changes to this contract must be in writing and signed by both parties. This agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duty or causes of action for any third party, and no provisions contained within this agreement are intended to nor shall they in any way be construed to relieve any contractor performing services in connection with the Project of any liability or to complete the work in a good, substantial, and workmanlike manner. No provision in this agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either the County or to the City by the Constitution and laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 20__.

GWINNETT COUNTY, GEORGIA

CITY OF SUGAR HILL, GEORGIA

By: _____
NICOLE L. HENDRICKSON

By: _____

Title: CHAIRWOMAN

Title: MAYOR

ATTEST:

ATTEST:

By: _____

By: _____

Title: County Clerk/Deputy County Clerk (SEAL)

Title: City Clerk (SEAL)

APPROVED AS TO FORM:

Gwinnett County Staff Attorney