



CITY OF KINGSLAND, GEORGIA
CITY COUNCIL
AGENDA • APRIL 28, 2025

Regular Meeting

City Council Chamber

6:00 PM

107 South Lee Street - City Hall, Kingsland, GA 31548

I. CALL TO ORDER AND WELCOME GUESTS

II. ROLL CALL

Charles Grayson Day Jr., Mayor
Paul Chamberlin, Councilman
Farran Fullilove, Councilman
Kristy Chance, Councilwoman
Alex Blount, Mayor Pro Tem

III. INVOCATION AND PLEDGE TO THE FLAG

IV. CONSENT DOCKET

1. Approve the Council Minutes of the last regular Council Meeting
2. Approve the Agenda as Presented
3. Approve the Payments of Accounts Payable as Due and Funds Available

V. PRESENTATION

1. Presentation of FY2023-2024 Audit by Mr. Trey Scott, CPA of Mauldin & Jenkins, LLC

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. NEW BUSINESS

1. Approval of: Comprehensive Nutrient Optimization Plan
2. Appointment to the Kingsland Downtown Development Authority Board
3. Approval of: Resolution 2025-5 - Imposing Temporary Moratorium on Approval of Multifamily Construction

IX. MAYOR AND COUNCIL ANNOUNCEMENT

X. ADJOURNED

Bid Tabulation
Comprehensive Nutrient Optimization Plan
March 18, 2025

Vendor	Total Cost of Proposal
Carter and Sloope	\$12,000.00
GWES	\$24,200.00
Robert's Civil Enineering	\$76,800.00

Bid Tabulation
Comprehensive Nutrient Optimization Plan
March 18, 2025



February 20, 2025

Mr. Lee Spell, City Manager
City of Kingsland
120 Georgia Avenue
Kingsland, GA 30747

RE: Engineering Services Proposal for
Comprehensive Nutrient Optimization Plan
C&S Project No.: K5000.142

Dear Lee:

Carter & Sloop, Inc. (C&S or Engineer) commends Kingsland for proactively engaging consultants to complete the requirements set forth in their recently issued NPDES permit for the City's Water Pollution Control Plant (WPCP). We are submitting this Proposal/Scope of Services letter to provide engineering services to the **City of Kingsland** (City or Owner) for the development of a **Comprehensive Nutrient Optimization Plan** (CNOP or Project) in response to your efforts.

The scope of services described below is based upon Part 1.C.10 of the new permit where language requires the City develop a CNOP within 24 months of the effective date of the permit, meaning that the final CNOP is due to EPD on January 01, 2027.

Section 1 - Scope of Work (Basic Services)

1. Comprehensive Nutrient Optimization Plan

C&S will assist the City with the development of their CNOP to meet the minimum requirements as described in the NPDES permit. To initiate this project, C&S will hold a kickoff meeting with the City to discuss preliminary nutrient reduction concepts and sampling schedules. Following the kickoff meeting, C&S will submit a request for information to the City that will allow C&S to complete the following steps necessary to develop the CNOP:

1. Identification and quantification of the sources of nutrients entering the wastewater treatment plant:
 - Perform a desktop analysis, utilizing billing data, plant flow data, etc, provided by the City, to document the potential sources of known nutrients entering the WPCP.
 - Develop a sampling plan for the WPCP and collection system. We will recommend sampling parameters, locations, and duration of sampling. C&S will not provide sampling or testing services but will evaluate and summarize the data once received from the Owner.
2. Evaluation of potential source reductions:
 - Using the data from Item "1" above, C&S will summarize opportunities for reducing nutrient loads that are introduced into the collection system.

3. Identification and implementation of operational adjustments at the WPCP aimed to reduce effluent nutrient loads:
 - o C&S will evaluate the current treatment process and make recommendations to the current operations of the plant to improve nutrient removal efficiency. These recommendations will be based upon practicality and costing.
4. Establishment of site-specific nutrient reduction goals:
 - o The final report will provide a summary of the findings and recommendations and establish checkpoints, goals and targets for the City to reduce the current nutrient load both in the collection system and in the treated effluent.

We can discuss the time frame with you based upon your goals and objectives. However, we would request 8 months of time to accomplish the work described above. The final CNOP is due to EPD on January 01, 2027.

Our Scope of Work does **NOT** include the following components:

- Surveying Services
- Detailed Engineering Design Plans
- Permitting Services
- Bidding Services
- Detailed Electrical or Structural Design Services
- Any annual updates required by EPD

Section 2 – Owner’s Responsibilities

The OWNER’S responsibilities to the ENGINEER shall specifically include but not be limited to those items set forth herein.

The OWNER’S responsibilities to the ENGINEER shall be:

1. To make available from the OWNER’S files any data and information necessary to develop the CNOP.
2. To work with the engineer on developing a sampling program and provide the results of the sampling program to the engineer for review.

Section 3 - Fee Basis

We propose to complete our work for Basic Services described herein for the lump sum amount of **\$12,000.00.**

As mentioned previously, this fee does not include the cost of any sampling that is required to support the development of the CNOP. The cost of the sampling will be borne by the City.

Additional Services

Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer's services but can be provided on an hourly basis in accordance with our Hourly Fee Schedule or as agreed to in writing by the Client and the Engineer. Additional Services include, but are not limited to, the following:

- a. Services resulting from significant changes in the scope, extent, or character of the Project or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted reports, Drawings or Specifications, or other project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
- b. Services required as a result of Client providing incomplete or incorrect Project information to Engineer.
- c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
- d. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to construction management, cost estimating, project peer review, value engineering, and constructability review requested by Client; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- e. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Client for the Work or a portion thereof.
- f. Determining the acceptability of substitute materials and equipment proposed after the Bidding and making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- g. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- h. Providing Construction Phase services beyond the construction Contract Times or man-hours listed herein.
- i. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
- j. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
- k. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
- l. Additional or extended services made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- m. Reviewing Shop Drawings more than two (2) times as a result of repeated inadequate submissions by Contractor. In such an event, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client's contract with the Contractor.

- n. Geotechnical engineering and materials testing during construction. The Client should contract directly with a geotechnical engineer for geotechnical consulting services, if needed.
- o. Archeological and Historical Preservation consulting;
- p. Delineating wetlands or flood plain determinations.
- q. U.S. Army Corps of Engineering Permitting;
- r. Providing topographic surveys or construction surveys and/or staking to enable Contractor to perform its work not specifically detailed in the Basic Services; and, and any type of property or boundary surveys or easements or related engineering or surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services.
- s. Assistance with funding alternative including, but not limited to, loan/funding applications, grant writing, engineering reports, rates studies, etc. unless specifically included in the Basic Services;
- t. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits;
- u. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
- v. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.
- w. All building and permit fees and building inspection fees

Hourly Fee Schedule

Hourly rates used for Basic and/or Additional Services shall be determined by multiplying individual hourly rates of each class of employee by the number of hours spent performing the service.

<u>Employee Classification</u>	<u>Hourly Rates</u>
Description	Rate
Principal – V	\$195.00 - \$285.00
Senior Professional Engineer I – VI	\$170.00 - \$260.00
Project Engineer I - VIII	\$110.00 - \$180.00
Project Manager – IX	\$120.00 - \$215.00
CADD Drafter – Design Technician VIII	\$65.00 - \$155.00
Engineering Technician I – VII	\$130.00 - \$190.00
Administrative Support I – IV	\$65.00 - \$95.00
Funding Specialist I - Funding Specialist VI	\$100.00 - \$170.00
Construction Observer I - VIII	\$80.00 - \$160.00
Construction Specialist	\$70.00
Subconsultant	\$150.00

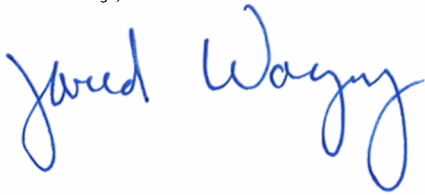
Carter & Sloop reserves the right to adjust the Hourly Fee Schedule annually beginning on July 1st of each year and we will provide the Client with an updated schedule prior to any hourly rates increases. **Note that any changes to our Hourly Fee Schedule will not affect any of our lump sum and/or not-to-exceed fees stated herein.**

Reimbursable Expenses

There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer. All costs associated with normal travel, meals, printing/reproduction, etc. are included in our lump sum fees; however, direct reimbursable expenses for Additional Services, if any, including, but not limited to, printing and reproduction, communications, postage, travel, lodging, meals, etc. will be charged with a 1.15 mark-up.

After review of the above, please contact me if you have any questions or need additional information. I would welcome the opportunity to further discuss our fee schedule and/or scope of services. If the Scope of Services is acceptable to you, please sign, date, and return one (1) copy to us for our files.

Sincerely,



Jared Wozny, PE

Owner Acceptance, Initial as desired:

_____ Basic Services – Comprehensive Nutrient Optimization Plan, Task 1

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work defined in this agreement.

Signature

Date

Title

TERMS AND CONDITIONS

The Client hereby accepts the following general terms and conditions ("Terms and Conditions") applicable to Carter & Sloope, Inc.'s performance of the services described in the attached Proposal (the "Services"):

1. Method and Terms of Payment: Invoices will be submitted by Carter & Sloope, Inc. ("Carter & Sloope", "C&S", or "Engineer") monthly in proportion to services performed and are due upon receipt. Any amounts not paid by the Client within thirty (30) days of the date of such invoices shall be considered past due and shall accrue interest at a rate of one-and-one-half percent (1.5%) per month or the maximum allowed by law, whichever is less, of the past due amount per month until such time as such amounts are paid in full. Payment thereafter shall first be applied to accrued interest and then the unpaid principal. If the Client fails to make payment to the Engineer in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and the Engineer shall have the right, upon seven (7) days written notice, to suspend performance of all or part of the Services in accordance with Paragraph 2 "Suspension" until 1.) all past due amounts are paid, and 2.) satisfactory assurance of prompt future payment is received by the Engineer. The above right is in addition to all other rights and remedies Engineer may have at law or in equity including termination of this Agreement by the Engineer for cause in accordance with Paragraph 3 "Termination" herein.
 - A. *Collection Costs:* If the Client fails to make payments when due and the Engineer incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Engineer. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Engineer staff costs at standard billing rates for the Engineer's time spent in efforts to collect. This obligation of the Client to pay the Engineer's collection costs shall survive the term of this Agreement or any earlier termination by either party.
 - B. *Set-offs, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Engineer. Payment to the Engineer for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
 - C. *Disputed Invoices:* If the Client objects to any portion of an invoice, the Client shall so notify the Engineer in writing within seven (7) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Engineer's favor and shall be calculated on the unpaid balance from the date of the invoice.
 - D. *Legislative Action:* If after the Effective Date of this Agreement, any governmental entity takes legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees and charges in addition to the compensation agreed to herein.
2. Suspension: The Client may suspend all or part of the Project for up to ninety (90) days upon seven (7) days written notice to the Engineer. The Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of the Engineer. In the event the Project is suspended for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by the Engineer in: 1.) preserving and documenting services performed or in progress, and 2.) demobilizing and remobilizing services. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Suspended projects may change in many ways due to the passage of time, changes in the size or environment, regulatory modifications, or other issues outside of Engineer's control. Engineer is not and shall not be responsible for any such changes, except to the responsibility or otherwise becomes aware of such issues and the Engineer may rely on information received from the Client or others regarding such issues. Upon payment in full by the Client, the Engineer shall resume services under this Agreement; however, a reassessment of the project scope, fee, and project schedule may be performed by the Engineer as an Additional Service. Upon the conclusion of the project reassessment, the time schedule and Engineer's compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the Engineer to resume performance.

3. Termination: In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay the Engineer for the services rendered and fees provided in the invoice and all reimbursable expenses incurred by the Engineer, its agents and subcontractors up to the termination date in accordance with the payment provisions of this Agreement. In the event of any termination that is not the fault of the Engineer, the Client shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, to assemble Project Materials in orderly files, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

The obligation to provide further services under this Agreement may be terminated as follows:

- A. *For Cause*: Either party may terminate the Agreement for cause upon giving the other party not less than thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
 1. Assignment of this Agreement or transfer of the Project by either party to any other entity without prior written consent of the other party; or
 2. If, through any cause, the Engineer shall fail to fulfill in timely and proper manner any material obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall thereupon give written notice to the Engineer of such failure, violation or breach. If Engineer has not or cannot remedy such failure, violation or breach within thirty (30) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Agreement shall, at the option of the Client subject to the requirements in Paragraph 11 herein, become its property and the Engineer shall be paid within fifteen (15) calendar days of termination for all services rendered and all reimbursable expenses incurred by the Engineer up to date of termination.
 3. Suspension of the Project or the Engineer's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; or
 4. If Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as licensed professional; or
 5. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustment necessitated by such changes.
 - B. *For Convenience*: Either party shall have the right to terminate this Agreement at any time for convenience and without cause upon thirty (30) days written notice.
4. Changes. The Engineer's commitment as set forth in this Agreement is based on the expectation that all of the services described in this Agreement will be provided. The Client may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. In the event the Client elects to reduce the Engineer's Scope of Services, the Client hereby agrees to release, hold harmless, defend and indemnify the Engineer from any and all claims, damages, losses or costs associated with or arising out of such reduction in services. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Client and the Engineer, shall be incorporated in written amendments to this Contract.
 5. Personnel: The Engineer represents that he has, or will secure at his own expense, the personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the services required hereunder will be performed by the Engineer or his sub-consultants under his supervision and personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
 6. Reports and Information. The Engineer, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
 7. Certifications. As used herein and throughout this Agreement, the words "certify" and/or "certification" shall mean an expression of the Engineering Consultant's professional opinion to the best of its information, knowledge and belief, and therefore does not constitute a warranty or guarantee by the Engineer.

8. Records and Audits. The Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement. These records will be made available for audit purposes to the Client or any authorized representative, and will be retained for three years after, the expiration of this Contract unless permission to destroy them is granted by the Client.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Engineer under this Agreement are confidential and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the Client unless required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration.
10. Standard of Care, Disclaimer of Warranties. Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.
11. Ownership of Documents & Copyright. All documents, including electronic files, prepared or furnished by Engineer are instruments of service, and Engineer retains all common law, statutory and other reserved rights, ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. The Client may make and retain copies of them for information and reference in connection with the use of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used by others unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration. The Client agrees not to distribute, publish or otherwise disseminate Engineer's documents without first obtaining Engineer's prior written consent. The Client may request and negotiate with the Engineer to acquire ownership of the documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: 1.) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to engineer, and 2.) Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files. Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E-Data") are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverable. Client agrees to indemnify and hold harmless Engineer from and against Client, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.
12. Third-Party Beneficiaries and Reliance Upon Documents. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or the Engineer. Engineer's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third-party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. Client agrees not to distribute, publish or otherwise disseminate Engineer's Documents, without first obtaining Engineer's prior written consent. No third-party may rely upon Engineer's documents or the performance or non-performance of services unless Engineer has agreed to such reliance in advance and in writing. The Client and Engineer agree to require a similar provision in all contracts with contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to carry out the intent of this provision.
13. Compliance with Local Laws. The Engineer shall exercise usual and customary professional care in its effort to comply with applicable laws, codes and regulations as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Engineer to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
14. Public Responsibility. Both the Client and the Engineer owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The Client shall make no request of the Engineer that, in the Engineer's reasonable opinion, would be contrary to the Engineer's professional responsibilities to protect the public. The Client shall take all actions and render all reports required of the Client in a timely manner. Should the Client fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Client agrees that the Engineer has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The Client agrees to take no action against or attempt to hold the Engineer liable in any way for carrying out what the Engineer reasonably believes to be its public responsibility. Furthermore, the Client agrees the Engineer shall not be held liable in any respect

for reporting said conditions. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants (collectively, Engineer) against all damages, liabilities or costs arising out of or in any way connected with the Engineer's notifying or failing to notify appropriate public officials.

15. Accessibility. It is recognized that the Client has certain obligations under local, state and Federal accessibility laws and regulations that could affect the design of the Project. It is further recognized that Federal accessibility laws and regulations are not part of, or necessarily compatible with, State or local laws, codes and regulations governing construction. Consequently, the Engineer will be unable to make recommendations or professional determinations that will ensure compliance with the Federal accessibility laws and regulations, and the Engineer shall, accordingly, not have any liability to the Client in connection with the same. The Engineer strongly advises the Client to obtain appropriate legal and financial counsel with respect to compliance with the appropriate disability access laws. The Engineer will endeavor to design for accessibility by persons with disabilities in conformance with the provisions and references in applicable State or local building codes and the technical design requirements of the Americans with Disabilities Act (ADA) and/or the Fair Housing Act (FHA) in effect as of the date of completion of the design to the extent those statutes apply to the Project. The Client will determine the full extent of its obligations under the ADA and Fair Housing Act Amendments (FHAA), including whether the ADA and/or the FHAA apply to the Project, the extent that modifications are readily achievable under the ADA, and the extent that modifications to improve disability access are necessary during an alteration and provide the Engineer with such information. The Client acknowledges that it has been advised by the Engineer to retain a consultant (Accessibility Consultant) to review the project plans, specifications, and construction for compliance with the Americans with Disability Act, the Fair Housing Act, and other Federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (hereinafter referred to as "Accessibility Issues"). If Client fails to retain an Accessibility Consultant, the Client agrees to release defend, indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) from any claim, damages, liabilities or costs arising out of or in any way connected with Accessibility Issues.
16. Specification of Materials. The Client understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Engineer is only expected to meet current industry standards and may rely on manufacturers' information and representations. The Client agrees that if any product or material specified for this Project by the Engineer shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Engineer. The Client further agrees that if the Client directs the Engineer to specify any product or material after the Engineer has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Engineer, and the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health or safety hazards
17. Opinions or Estimates of Costs. If included in the Services, the Engineer will provide preliminary opinions of probable costs of materials, installation, remediation or construction and/or total project costs based on the Engineer's experience on similar projects, which are not intended for Client's or others' use in developing firm budgets or financial models, or making investment decisions. Client agrees that any opinion of cost is still merely an estimate.
18. Limit of Liability. The inclusion of this Limitation of Liability provision is a material consideration for the Engineer's willingness to perform the services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that, to the fullest extent permitted by law, Client and Engineer: 1.) waive against each other, and the other's employees, owners, partners, officers, directors, shareholders, agents, insurers, and sub-consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs arising out of, resulting from, or in any way related to the Project; and 2.) **agree that Engineer's total aggregate liability to Client under this Agreement shall be limited to the total amount of compensation received by Engineer on this Project or \$10,000, whichever is greater.** This limitation shall apply to any and all liability regardless of the cause of action or legal theory placed or asserted unless otherwise prohibited by law. Upon Client's request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Client and Engineer agree to limit liability to the other in the following respects to the fullest extent permitted by law: Neither party will have liability to the other for any specials, indirect or consequential, incidental, exemplary, or penal losses or damages including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, unavailability of the other party's property or facility, shutdowns or service interruptions, and any other consequential damages or claims related to the Project that either party may have

incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

19. Insurance. Throughout the term of this Agreement, Engineer shall maintain insurance in amounts not less than shown:
- | | |
|---------------------------|--|
| a) Worker's Compensation | Statutory amount where services are performed |
| b) Automobile | \$1,000,000 combined single limit |
| c) General Liability | \$1,000,000 per occurrence / \$2,000,000 General Aggregate |
| d) Professional Liability | \$1,000,000 per claim and aggregate |
| e) Excess Umbrella | \$5,000,000 on "b" & "c" |

Client agrees to require all third parties engaged by or through Client in connection with the Project to provide Engineer with current Certificates of Insurance Endorsed to include Engineer as an additional insured on their "b", "c" and "e" policies of insurance and authorizes Engineer to enforce this provision directly with all Project related third parties.

20. Indemnification.

- A. Indemnification of Client: Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors and employees from and against any and all liabilities, damages, expenses (including without limitation reasonable attorney's fees) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- B. Indemnification of Engineer: To the extent allowed to a municipality by Georgia law and subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

21. Dispute Resolution. Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The Client and the Engineer further agree to include a similar mediation performed with rules as established by The American Arbitration Association provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement. The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Client both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.
22. Severability. This agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

**RESOLUTION IMPOSING TEMPORARY MORATORIUM ON
APPROVAL OF MULTIFAMILY CONSTRUCTION
RESOLUTION 2025-05**

WHEREAS, the City of Kingsland has been vested with substantial power to regulate the use of property for the purposes of maintaining the health, morals, safety, security, peace, and general welfare of the City;

WHEREAS, it has been brought to the attention of the Mayor and Council of the City of Kingsland that densities of development within the City have risen to a level that could adversely affect the health, safety, prosperity, and welfare of the City's citizens, including but not limited to the ability to provide adequate infrastructure and the necessary services for its citizens;

WHEREAS, the Mayor and City Council have considered the current mix of housing stock within the City and find that multi-family housing composes a disproportionately high percentage of the overall housing stock within the City;

WHEREAS, comparatively dense developments such as multi-family housing have disproportionate impacts on City resources and services (including utility demands, traffic impacts, and public-safety demands) than other forms of residential development;

WHEREAS, the Mayor and City Council are concerned that the health and well-being of the City's citizens could be negatively impacted by uncontrolled development of multi-family housing;

WHEREAS, the City of Kingsland is currently conducting a municipal utility impact study to assess existing water and sewer infrastructure capacity, and preliminary findings have raised concerns regarding the City's ability to adequately support current and future development without significant expansion and improvement of these systems;

WHEREAS, the Mayor and City Council recognize that the timely expansion and upgrading of water and sewer utilities are critical to accommodate the City's ongoing growth rate, protect public health, and ensure sustainable service delivery;

WHEREAS, the Mayor and City Council consider it paramount that land-use regulation continue in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the City;

WHEREAS, the Mayor and City Council find that time is needed in order to study, assess, review, consider, and determine the densities and locations of land-use development within the City for planning purposes;

WHEREAS, the Mayor and City Council find that time is needed in order to study, assess, review, consider, and determine whether changes or possible updates may be needed for future land-use planning;

WHEREAS, the Mayor and City Council find that time is needed in order to study, assess, review, consider, and determine what amendments may be needed to the Zoning Ordinance and other land-use development ordinances, specifically as they may apply to multi-family residential dwellings;

WHEREAS, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, and other development approvals where the circumstances warrant same;

WHEREAS, the Mayor and City Council deem it necessary and advisable to enact a temporary moratorium to bar the acceptance, receipt, or approval of permits, plans, and applications related to the development or construction of multi-family residential dwellings;

WHEREAS, the Mayor and City Council deem it necessary to enact this moratorium for the reasons stated above and herein; and

WHEREAS, the Mayor and City Council deem it in the best interests of the health, safety, prosperity, and welfare of the citizens of the City to enact this moratorium and address the issues described above;

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED by the City of Kingsland and pursuant to the authority vested in it by local and state law:

SECTION ONE.

The Mayor and City Council, acting in their capacity as the governing authority of the City of Kingsland, Georgia, do hereby enact a moratorium to bar the acceptance or receipt by the City of Kingsland, Georgia of applications, plats, or site plans related to the development or construction of multi-family dwellings. This moratorium specifically applies (but is not limited) to the following:

- a) applications for development permits under Chapter 9 of the Code of Ordinances for the development or construction of multi-family dwellings; not to include single-family attached homes, townhomes, duplexes, triplexes, or quadplexes.
- b) applications for land-disturbing activities under Chapter 25 of the Code of Ordinances for the development or construction of multi-family dwellings; not to include single-family attached homes, townhomes, duplexes, triplexes, or quadplexes.
- c) preliminary or final subdivision plats under Article XV of the Zoning Ordinance of the City of Kingsland for any subdivisions that will include any multi-family dwellings; not to include single-family attached homes, townhomes, duplexes, triplexes, or quadplexes.
- d) applications for building permits under Section 241 of the Zoning Ordinance of the City of Kingsland for the construction of multi-family dwellings; not to include single-family attached homes, townhomes, duplexes, triplexes, or quadplexes.
- e) applications for the issuance of certificates of occupancy under Section 242 of the Zoning Ordinance of the City of Kingsland for any multi-family dwellings; not to include single-family attached homes, townhomes, duplexes, triplexes, or quadplexes.
- f) applications for special use permits under Section 242.2 of the Zoning Ordinance of the City of Kingsland for the construction of multi-family dwellings; not to include single-family attached homes, townhomes, duplexes, triplexes, or quadplexes.

- g) applications for requests for zoning district map amendments under Section 211 of the Zoning Ordinance of the City of Kingsland for the construction of multi-family dwellings; not to include single-family attached homes, townhomes, duplexes, triplexes, or quadplexes.

SECTION TWO.

During the term of this moratorium, City staff are directed not to issue development permits, land disturbance permits, building permits, special use permits, or plat approvals for any construction or development that includes any multi-family dwellings.

SECTION THREE.

This moratorium shall also apply to any applications to amend any of the items listed above in SECTION ONE and SECTION TWO.

SECTION FOUR.

Said moratorium is enacted for a period of 360 days from the date of approval of this resolution. However, the Mayor and City Council reserve the right to terminate this moratorium at an earlier date or to extend same.

SECTION FIVE.

The moratorium enacted herein shall not apply to complete applications, site plans, and plats that were submitted and properly received by the City prior to the adoption of this resolution.

For purposes of this provision, an application, site plan, or plat is considered “complete” only if it includes all documents, forms, and information required by the applicable ordinances and regulations. Additionally, an application, site plan, or plat shall not be considered “complete” unless the City has also received any applicable fee for same. Submittals that are not accompanied by the documents, forms, information, and fees required under the applicable ordinances or regulations shall be deemed incomplete and shall not be accepted or acted upon by the City during the term of this moratorium.

Ordained this 28th day of April, 2025, by the Mayor and Council of the City of Kingsland, Georgia.

CITY OF KINGSLAND, GEORGIA

BY: _____
Dr. C. Grayson Day Jr., Mayor

ATTEST: _____
Jean O. Seigler Horne, City Clerk