



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • APRIL 10, 2017

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. INVOCATION AND PLEDGE TO THE FLAG

III. ROLL CALL

Kenneth E Smith Sr
Charles Grayson Day Jr.
James Ham
Jim McClain
Richard A. Winters

Mayor
Mayor Pro Tem
City Councilman
City Councilman
City Councilman

IV. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular Council Meeting
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

V. GRANTING AUDIENCE TO THE PUBLIC

VI. OLD BUSINESS

VII. PLANNING AND ZONING

- 1. APPLICATION FOR HOME OCCUPATION – Jerome Jones -

Jerome Jones, 316 N Arizona St is requesting a Home Occupation Permit for Jones Mosquito and Pest Control. Zoning is R-1. Mr. Jones has his state certification. He will be storing only a few gallons of concentrated pesticide. All of his equipment is on a trailer. Planning and Zoning recommend approval.

- 2. APPLICATION FOR REZONING, Ron Sawyer -

Ron Sawyer is requesting rezoning of Tax Parcel 095 002L at 1020 E Boone St, a 1.5 acre tract. Zoning is currently R-1. Previous use was a skating rink. Proposed zoning is C-2 and use is office/warehouse. Mr. Sawyer plans to lease the facility in approximately 1500 square-foot units. Planning Commission recommends approval.

3. APPLICATION FOR FINAL PLAT – Bennett Survey, Inc -

Bennett Survey, Inc, is requesting a final plat on 12.34 acres of tax parcel 106 035 for 28 lots as Fiddlers Cove Phase IV. Zoning is PD/R-1. Preliminary plat was approved in 2005. Only change is to curve road into existing Jake Colton Drive. Planning Commission recommends approval.

4. Approval of: Deannexation Purdee Tract by the City of Kingsland -

5. Adoption Of: Ordinance #2017-02 to Deannex Purdee Tract -

VIII. NEW BUSINESS

1. Adoption Of: Resolution #2017-05, Georgia Cities Week -

2. Appointment: Kingsland Downtown Development Authority - -

Vacancy on Board - this term to expire December 31, 2022. Kingsland Downtown Development Authority nominated Mr. Mike Spiers.

3. Approval of - Nutter and Associates Watershed Monitoring, Year 2 2016-2017 -

Approval of the mandatory Watershed Monitoring Program proposal for year 2 2016-2017. Staff recommends approval of Scenario 2 @ \$4,150.00.

IX. MAYOR AND COUNCIL ANNOUNCEMENT

X. ADJOURNED

**A RESOLUTION TO DEANNEX PROPERTY OWNED BY JAMES ROYAL PURDEE BY
THE CITY OF KINGSLAND**

RESOLUTION #2017-06

WHEREAS, the City of Kingsland seeks to encourage planned growth and development that offers urban type services; and

WHEREAS, James Royal Purdee wishes to deannex his property from the City of Kingsland consisting of 5.87 acres of property described as Tax Map 056 Parcel 001H; and

WHEREAS, the City of Kingsland does not have public water or sewer available on this property; and

WHEREAS, the cost of extending water and sewer service is not cost justifiable; and

WHEREAS, the Camden County Board of Commissioners have agreed to accept the deannexation;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND that the City of Kingsland deannex the property in the attached documentation for the legal description of property.

Adopted and approved this 10th day of April, 2017.

Kenneth E. Smith, Sr., Mayor

ATTEST:

Linda M. O'Shaughnessy, City Clerk

Attachment: Deannexation Purdee (1844 : Adoption Of: Ordinance #2017-02 to Deannex Purdee Tract)

GEORGIA CITIES WEEK

April 23 – 29, 2017

Resolution # 2017-05

A RESOLUTION OF THE CITY OF KINGSLAND RECOGNIZING GEORGIA CITIES WEEK, APRIL 23-29, 2017 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY OF KINGSLAND DECLARES APRIL 23-29, 2017 AS GEORGIA CITIES WEEK. BE IT FURTHER RESOLVED THAT THE CITY OF KINGSLAND ENCOURAGES ALL CITIZENS, CITY GOVERNMENT OFFICIALS AND EMPLOYEES TO DO EVERYTHING POSSIBLE TO ENSURE THAT THIS WEEK IS RECOGNIZED AND CELEBRATED ACCORDINGLY. PASSED AND ADOPTED by the City of Kingsland on 10th day of April 2017.

Kenneth E. Smith, Sr., Mayor

ATTEST:

Linda M. O'Shaughnessy, City Clerk

Attachment: Georgia Cities Week (1845 : Adoption Of: Resolution #2017-05, Georgia Cities Week)



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Athens, GA 30606-2152
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www.NutterInc.com

September 2, 2016

Lee Spell, City Manager
City of Kingsland
107 South Lee St.
Kingsland, GA 31548

Subject: Updated Scope of Work and Budget, Year 2 (2016 – 2017) Watershed Protection Plan Monitoring, City of Kingsland, Proposal No. 16-092.

Dear Mr. Spell:

Nutter & Associates (NAI) is pleased to submit this Scope of Work and budget to implement required water quality monitoring pursuant to the approved February 2012 (revised October 2014) Watershed Protection Plan (WPP). Based upon previous monitoring and meetings with the City, NAI has developed a cost proposal for the Year 2 (2016 – 2017) monitoring required to complete the WPP implementation. As requested, the cost proposal includes two different scenarios for completing the required monitoring.

As a part of the Georgia Environmental Protection Division (EPD) WPP guidance, and as presented in the city's WPP, water quality and bacteriological monitoring are required annually at seven stations, while biological monitoring is required two years out of every five year period at two stations. The attached Figure 1 presents the location of the seven monitoring stations. A breakdown of the WPP monitoring requirements are included below.

Watershed Protection Plan Monitoring Requirement	Monitoring Year			
	Year 2: 2016-17	Year 3: 2017-18	Year 4: 2018-19	Year 5: 2019-20
Water Quality (7 Stations)				
3 dry weather	✓	✓	✓	✓
1 Wet weather	✓	✓	✓	✓
2 bacteriological geometric mean determinations (8 individual sample events)	✓	✓	✓	✓
Biological Monitoring (2 Stations)				
Benthic macroinvertebrate communities		✓		
Annual Report (due June 30)	✓	✓	✓	✓

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We have provided two different cost scenarios for the Year 2 monitoring period as follows:

- 1) NAI will conduct only wet weather water quality monitoring, associated laboratory costs, and annual reporting while City of Kingsland personnel will conduct dry weather water quality, bacteriological monitoring, and associated laboratory costs; or,
- 2) NAI will conduct only reporting while City of Kingsland personnel will conduct all water quality (dry and wet weather), bacteriological monitoring, and associated laboratory costs.

The two scenarios described above are summarized in the table below.

		NAI		City	
		Scenario			
		1	2	1	2
Watershed Protection Plan Monitoring Requirement					
Water Quality (7 Stations)					
	3 dry weather events			✓	✓
	1 wet weather event	✓			✓
	2 bacteriological geometric mean determinations (8 individual sample events)			✓	✓
Annual Report		✓	✓		

PROPOSED COST ESTIMATE

NAI has developed cost scenarios for WPP implementation monitoring in order for the City of Kingsland to most effectively complete WPP monitoring requirements. For scenario 1, the costs detailed below include labor, travel, and laboratory expenses necessary to complete the wet weather monitoring. All other monitoring and external laboratory expenses associated with the three dry weather and two bacteriological geometric mean sampling events will be the responsibility of the City of Kingsland. Should the city decide to proceed with cost scenario 2, the city would be responsible for all monitoring events and external laboratory expenses. Further, a cost of project oversight is included in the annual reporting task for coordinating monitoring events with city personnel.

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A breakdown of the two different cost scenarios is summarized below:

Scenario	Year 2 Water Quality Costs
1 – NAI to conduct Wet Weather and Annual Reporting; Kingsland to conduct Dry Weather and Bacteria Monitoring	\$ 11,878.00
2 – NAI to prepare Annual Reporting; Kingsland to conduct Water Quality and Bacteria Monitoring	\$ 4,150.00

Nutter & Associates works on a lump sum basis consistent with the enclosed fee schedule. Invoices will be submitted monthly for work completed to date. If this SOW is acceptable, please sign and return the Professional Services Contract attached hereto authorizing us to begin work on this project. A purchase order may be issued in lieu of the Professional Services Contract. The quoted cost is a not-to-exceed cost. If the scope of work changes during the course of the study, we will request authorization before proceeding.

Time Line

Following approval of this SOW and budget, we will begin coordinating the implementation of the WPP with the City of Kingsland. Water quality monitoring will continue through late spring 2017 and will culminate in the submittal of the 2016 – 2017 annual monitoring report due no later than June 30, 2017. The table below presents the proposed 2016 – 2017 schedule for fieldwork, sampling, and report preparation for the City of Kingsland Watershed Protection Plan long-term monitoring.

Monitoring Requirement	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Water Quality¹												
Dry Weather Event #1												
Dry Weather Event #2												
Dry Weather Event #3												
Wet Weather Event #1												
Bacteriological¹												
Geometric Mean #1												
Geometric Mean #2												
Reporting²												

1 Water quality and bacteria sampling will be conducted annually.

2 Annual status reports will be completed annually and submitted to GA EPD no later than June 30th.

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Nutter & Associates is pleased to provide the City of Kingsland with this Scope of Work and budget for implementation of the Watershed Protection Plan monitoring. If you have any questions, please do not hesitate to contact us.

NUTTER & ASSOCIATES, INC.



Erin M. Harris, CPESC, CPSS
Project Scientist

Enclosures

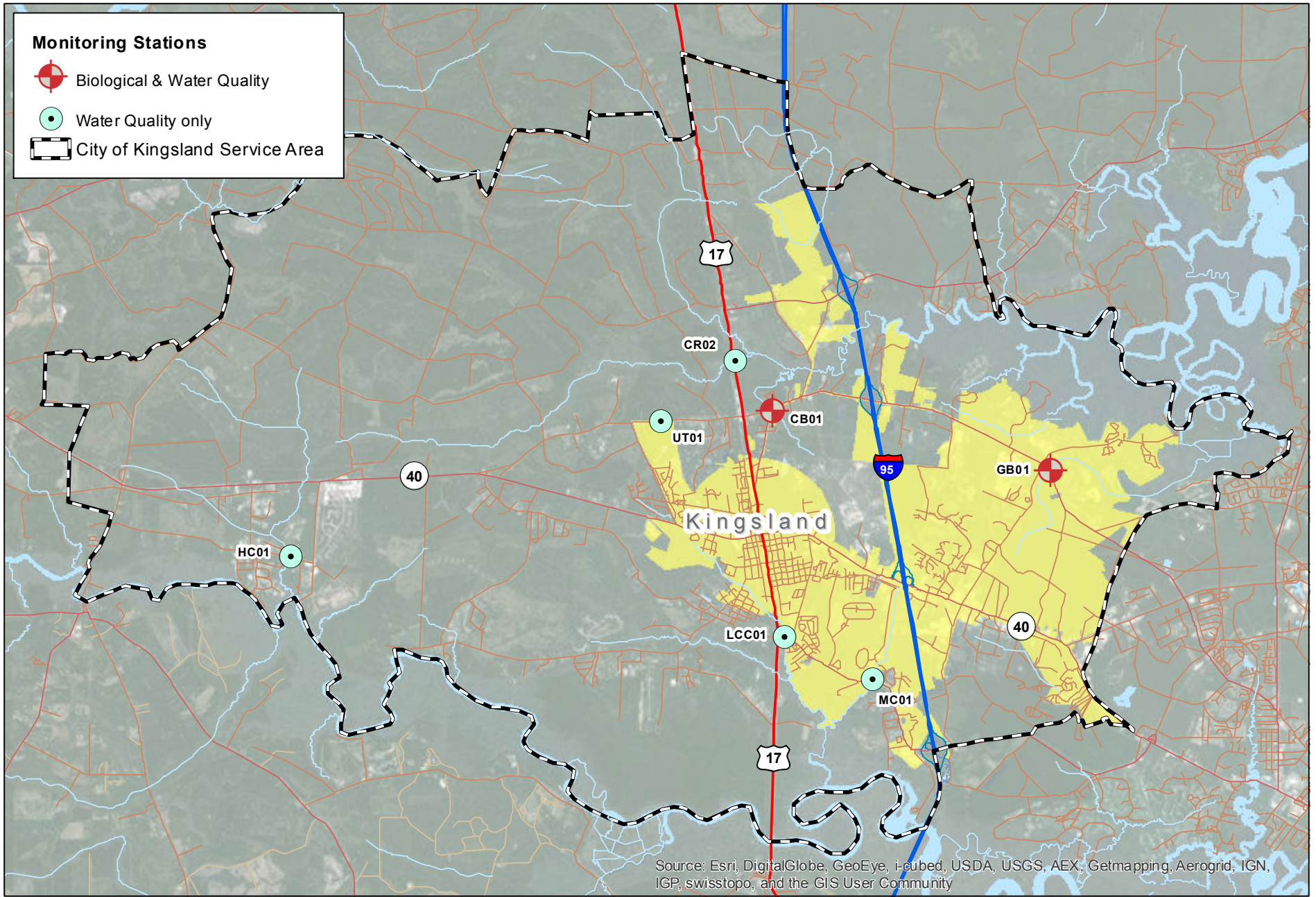
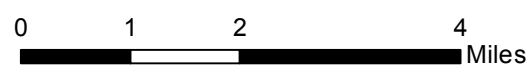


Figure 1. Water quality monitoring stations within the Kingsland service area.





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2016 FEE SCHEDULE

Staff Classification

Hourly Rate

Professional Services

Senior Consultant	\$ 140.00
Project Scientist II	110.00
Project Scientist I	100.00
Staff Scientist II	85.00
Staff Scientist I	75.00
Technician	60.00

Support Services

Administrative Assistant	\$ 35.00
Senior Administrator/Project Administrator	45.00

Expenses and Subcontracts

Direct expenses including supplies, communication, travel and lodging as well as Subcontracts managed by Nutter & Associates will be charged at 1.15 times direct cost.

Proposal No. & Date	16-092 September 2, 2016
Project Name	City of Kingsland Year 2 (2016 – 2017) Long-term Monitoring
Project Location	Kingsland, GA
Description of Services	Watershed Protection Plan Monitoring
Cost of Services	Scenario 1: \$11,878.20 Scenario 2: \$4,150.00
Client Name	City of Kingsland
Address	107 South Lee St. Kingsland, GA 31548
Telephone No.:	_____
Cellular No.:	_____
Fax No.:	_____
E-Mail:	_____

Client hereby acknowledges that this Proposal is provided subject to the general terms and conditions set out on the reverse side of this Proposal (the "Terms and Conditions"), which are hereby incorporated as a part of this Proposal. Client's acceptance of this Proposal shall be deemed an acceptance of the Terms and Conditions.

Authorized by:

Signature

Authorized Name

Send Invoices to attention of:

Invoices should be mailed/emailed to:

Attachment: NAI Year 2 Proposal (1847 : Approval of - Nutter and Associates Watershed Monitoring, Year 2 2016-2017)

TERMS AND CONDITIONS

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

1. **Payment Terms.** Client shall pay all amounts due to Nutter & Associates, Inc. ("Nutter & Associates") upon receipt of each invoice from Nutter & Associates. Any amounts not paid by Client within thirty (30) days of the date of such invoices shall accrue interest at a rate of one and one half percent (1.5%) per month until such time as such amounts are paid in full. Client shall be responsible for all reasonable attorney's fees incurred by Nutter & Associates in connection with the collection of any amounts properly due and payable to Nutter & Associates in accordance with the terms of the Proposal and these Terms and Conditions.

2. **Performance Standard.** Nutter & Associates shall perform the Services using the care and skill ordinarily exercised by organizations performing services in the fields of soil and hydrologic evaluation, ecosystem evaluation and land treatment in the same or similar locality as the location where the Services are rendered. Client hereby acknowledges that Nutter & Associates makes no other representation or warranty with respect to the Services. Client further acknowledges that any oral or written reports furnished by Nutter & Associates shall not be construed as any representation or warranty with respect to the Services. NUTTER & ASSOCIATES HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. **Limitation of Liability.** Client hereby agrees that Nutter & Associates' total aggregate liability for any damages incurred by Client in connection with Nutter & Associates' performance of or failure to perform the Services shall not exceed the greater of (i) Fifty Thousand and No/100 Dollars (\$50,000.00) or (ii) Nutter & Associates total fee for the Services. IN NO EVENT SHALL NUTTER & ASSOCIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, PUNITIVE OR RELIANCE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SAVINGS OR REVENUES OR INCREASED COST OF OPERATIONS, REGARDLESS AS TO THE NATURE OF CLIENT'S CLAIM AGAINST NUTTER & ASSOCIATES.

4. **Insurance Coverage.** Nutter & Associates shall maintain the following insurance coverages during the period in which the Services are performed: (i) worker's compensation and employer's liability insurance coverage with coverage limits which conform to the requirements of applicable law; (ii) comprehensive general liability insurance coverage on an occurrence basis in an amount not less than \$1,000,000.00 per claim with an aggregate limit of not less than \$2,000,000.00; and (iii) automobile liability insurance coverage for both bodily injury and property damage with a combined single limit of \$1,000,000.00. Nutter & Associates shall provide Client with a certificate of insurance evidencing the aforementioned insurance coverages upon request by Client.

5. **Damage to Man-Made Objects.** Client shall be responsible for disclosing the presence and accurate location of all underground or otherwise hidden man-made objects which might interfere with field tests or boring to be performed by Nutter & Associates as part of the Services. Client hereby agrees to indemnify and hold Nutter & Associates harmless from and against all claims, suits, losses, personal injury, death and

damage to property ("Indemnified Claims") resulting from unusual subsurface conditions or damage to subsurface structures or objects owned by client or any third parties in connection with Nutter & Associates' performance of the Services where such unusual subsurface conditions or the presence of such subsurface structures or objects are not disclosed by Client to Nutter & Associates in writing prior to the performance of the Services. Client's obligation to indemnify Nutter & Associates in accordance with this Section 5 shall include all expenses incurred by Nutter & Associates in connection with Indemnified Claims, including, without limitation, Nutter & Associates' reasonable attorney's fees.

6. **Damage to Work in Place.** Client hereby acknowledges that there is the possibility of the occurrence of certain events or conditions which may affect work performed by Nutter & Associates as part of the Services ("Work in Place") and which are outside of the control of Nutter & Associates. Client further acknowledges and agrees that the occurrence of any of the following events and conditions shall not obligate Nutter & Associates to re-perform or replace any Work in Place:

(a) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) events which cause damage to Work in Place, including, but not limited to: (i) failure of any structures installed as part of the Work in Place; (ii) the erosion of or failure of any stream banks; (iii) the erosion or displacement of existing or planted vegetation within stream channels, riparian valleys or riparian zones; or (iv) wind damage to existing or planted vegetation within stream channels, riparian valleys or riparian zones;

(b) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) which cause physical modification of any stream channels;

(c) The cutting and/or removal of either existing vegetation or vegetation planted by Nutter & Associates within the stream channel, riparian zone or riparian valley adjacent to or upstream from the Work in Place; and

(d) Drought conditions which inhibit or permanently damage the vegetative success of vegetation.

In the event any Work in Place is damaged or destroyed as a result of the occurrence of any of the aforementioned events or conditions, Client may request that Nutter & Associates perform such work as may be necessary to correct such damage or destruction. Nutter & Associates shall provide Client with a new proposal for the performance of such work, and Client may but shall not be obligated to engaged Nutter & Associates to perform such work in accordance with the terms of the new proposal.

7. **Governing Law.** The Proposal and these Terms and Conditions shall be governed by the laws of the State of Georgia.

8. **Entire Agreement.** The Proposal and these Terms and Conditions constitute the entire agreement between Nutter & Associates and Client with respect to the Services. The Proposal and these Terms and Conditions supersede all prior agreements, proposals, representations, statements or understandings, whether written or oral concerning the Services.

9. **Binding Effect.** The Proposal and these Terms and Conditions shall be binding upon any successors and assigns of Nutter & Associates and Client.