# CITY OF ST. MARYS, GEORGIA

**February 18, 2014**

**CITY COUNCIL MEETING**
**6:00 P.M.**

## AMENDED AGENDA (02/13/2014)

**I. CALL TO ORDER**

**II. INVOCATION:** *Councilmember Linda P. Williams*

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL** **QUORUM: YES____ NO____**

**V. APPROVAL OF MINUTES**: *February 3, 2014 Regular City Council Meeting Minutes*
*February 3, 2014 Executive Session City Council Meeting Minutes*

**VI. PRESENTATIONS:**

**DISTINGUISHED BUDGET AWARD-GOVERNMENT FINANCE OFFICERS ASSOCIATION:**
*Steven S. Crowell, Jr.*

**BOARD ANNOUNCEMENTS (VACANCY):**
1. *St. Marys Hospital Authority d/b/a St. Marys Senior Authority (Flem J. Hall)*
2. *Downtown Development Authority (Jerry Brandon)*

**BOARD APPOINTMENT (VACANCY):** *(Penny Hahn)*
*Library Board*

**VII. SET CONSENT AGENDA**

**VIII. APPROVAL OF THE AGENDA**

**IX. GRANTING AUDIENCE TO THE PUBLIC**

**X. OLD BUSINESS:**

**A. HOWARD GILMAN MEMORIAL PARK (WEDDING) – ALCOHOL REQUEST:** . **TAB "A"**
*Steven S. Crowell, Jr.*

**B. WATER & SEWER EXTENSIONS DISCUSSION:** *Bobby Marr (Added)* ……. **TAB "B"**

**XI. NEW BUSINESS:**

**A. SAN JOSE BAR & GRILL NEW ALCOHOL LICENSE ADVERTISING REQUEST:**
City Clerk ……**TAB "C"**

**B. COLERAIN ROAD WIDENING UTILITY RELOCATION (ENGINEERING):** ……**TAB "D"**
Bobby Marr

**C. HOMEOWNER DEVELOPMENT ACTION GRANT (HODAG):** *(Removed)*
*Steven S. Crowell, Jr.*

**D. BUDGET ORDINANCE (TEMPORARY FULL-TIME FLOATER ) SALARY:** ……**TAB "E"**
*Jennifer Brown*

**XII. REPORT OF AUTHORITIES, BOARDS, COMMISSIONS & COMMITTEES:**

**A. CITY CALENDAR:** *City Clerk*

**XII. REPORT OF MAYOR**

**XIV. GRANTING AUDIENCE TO THE PUBLIC**

MAYOR AND COUNCIL COMMENTS

CITY MANAGER'S COMMENTS

**XV. EXECUTIVE SESSION**

**XVI. ADJOURNMENT**

**This is a tentative agenda and is subject to change. Please check with City Hall prior to the Meeting for any revisions.**

**CITY OF ST. MARYS, GEORGIA**
**CITY COUNCIL MEETING**
**February 3, 2014**
**6:00 p.m.**

**MINUTES**

The Mayor and City Council for the City of St. Marys, Georgia met for its regular City Council session on Monday, February 3, 2014 in the Council Chamber at City Hall.

**PRESENT WERE:**

Mayor John Morrissey
Councilmember Robert Nutter
Councilmember Nancy Stasinis
Councilmember Jim Gant
Councilmember Dave Reilly
Councilmember Sam Colville
Councilmember Linda Williams

**CITY OFFICIALS PRESENT:**

Steven S. Crowell, Jr., City Manager
Gary Moore, City Attorney
Roger Weaver, Planning Director
Tim Hatch, Police Chief
Bobby Marr, Public Works Director
Robby Horton, Fire Chief
Jennifer Brown, Finance Director
Donna Folsom, HR Director
Marsha Klecan, Asst. Finance Director
Tom Lackner, Asst. Fire Chief

DRAFT

## CALL TO ORDER:

Mayor Morrissey called the City Council Meeting to order at 6:02 p.m. Councilmember Colville gave the invocation. Mayor Morrissey led the audience in the pledge of allegiance. Council roll call indicated a quorum of council members present for the meeting.

## APPROVAL OF MINUTES:

*January 6, 2014 Regular City Council Meeting Minutes*

Councilmember Colville made a motion to approve the January 6, 2014 regular City Council meeting minutes. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion.

*January 23, 2014 Special-Called City Council Meeting Minutes*

Councilmember Williams made a motion to approve the January 23, 2014 Special-Called City Council meeting minutes. Councilmember Reilly seconded the motion. Voting was unanimous in favor of the motion.

## PRESENTATION:

COASTAL CONSTRUCTION AWARD: *(Roger Weaver)*

Roger Weaver presented Doyle Strickland, owner of Coastal Construction, with a plaque in recognition of his company's work on the Orange Hall renovation.

CARL, RIGGS, & INGRAM, LLC: *(Auditor Tom Carmichael)*

Tom Carmichael, the auditor from Carl, Riggs, & Ingram, LLC, discussed the City's recent audit. He gave a brief background of the company, as well as an explanation of the audit process. He then went into detail about the various City funds, capital assets, and long-term debt. The packet he distributed is attached as part of the official minutes

LIBRARY BOARD ANNUAL REPORT: *(Arlene Norris, Chairman)*

Arlene Norris gave the annual report for the Library Board, discussing library statics, technology, and events. Ms. Norris also discussed the passing of one of the Library Board Members – Ms. Penny Hahn. The report has been attached as part of the official minutes.

BOARD ANNOUNCEMENT (VACANCY): *Library Board (Penny Hahn)*

Mayor Morrissey announced a vacancy on the Library Board.

BOARD APPOINTMENT (VACANCY): *Joint Development Authority Board (Councilmember John F. Morrissey)*

Councilmember Stasinis made a motion to appoint Jeff Barker to the JDA position. Councilmember Williams seconded the motion.

Council discussed Mr. Barker's outstanding resume, as well as other community organizations he is or has been involved with. Councilmember Colville made a call the question. Voting was unanimous in favor of the motion.

**SET CONSENT AGENDA (*):**

Councilmember Nutter made a motion to approve the consent agenda as Old Business: Item F and New Business: Items D, I, J, K, and L. Councilmember Reilly seconded the motion. Voting was unanimous in favor of the motion.

**APPROVAL OF THE AGENDA:**

Mayor Morrissey mentioned the addition of a new item on the agenda to discuss vacant budgeted positions being brought before Council before they can be filled.

Councilmember Nutter made a motion to approve the agenda as modified through the consent process. Councilmember Colville seconded the motion. Voting was unanimous in favor of the motion.

## GRANTING AUDIENCE TO THE PUBLIC:

*Roger Rillo (605 Wheeler St.)* – Mr. Rillo discussed the upcoming Mardi Gras Festival, as well as the Weed Street Plant item on the agenda.

*Larry White (102 Sylvias Court)* – Mr. White discussed an article in the Tribune written by Representative Spencer in regards to a bill he is proposing to legislature concerning the Hospital Authority.

## OLD BUSINESS:

### A. POLICE CONSOLIDATION DISCUSSION: *Councilmember Sam Colville*

Councilmember Colville discussed the Police Consolidation/ICMA Study that was presented at a previous meeting. He commended the City's Police Consolidation Committee and various other organizations and groups in the community. Councilmember Colville stated that for a full explanation of the report the committee gave to Council it is in the minutes from the January 23rd Special-Called Meeting. In short, the committee concluded that a full consolidation of the police services, as described in the study, has too many unanswered questions and is too risky for the City to consider at this time.

### B. HOSPITAL AUTHORITY DISCUSSION: *Councilmember Nancy Stasinis (Added)*

Councilmember Stasinis explained the task force that was formed by Council to look into as Hospital Authority name and broadening its charter. She discussed Representative Spencer and his involvement in the group, as well as the proposed legislative bill his office sent to the Task Force for review. She stated that there were some items in the proposal that the task force deemed detrimental. Councilmember Stasinis is waiting for a reply to a letter she sent to Representative Spencer. She went on to discuss the successful meeting she and the City Attorney had with the Hospital Authority and their representatives, and that she hopes the open lines of communication will continue.

Mr. Frank Frasca, the Hospital Authority chairman, was able to add a few works in agreement regarding the positive meeting they recently had. He hopes it will continue into the future. He also discussed the Hospital Authority speaking to the State's Regulatory Office and changing its name to St. Marys Hospital Authority DBA the St. Marys Senior Authority. They have not been notified thus far by the state as to whether there is anything wrong with the name change.

### C. BORRELL CREEK RESTAURANT DISCUSSION: *Councilmember Robert L. Nutter*

Councilmember Nutter explained that there is still a noise issue in Shadowlawn caused by Borrell Creek Restaurant. Mr. Bert Guy, Borrell Creek's representative, explained the various changes his client has done to limit the noise, as well as things that will be done once materials have arrived. He was asked to draft a letter explaining what has been done, what is left to do, and the timeframe for this work to be completed. Mr. Mike Wilson, 111 Yellow

Bluff Trace in Shadowlawn, voiced his frustration with the situation, stating that the noise issue persists. He also discussed the noise complaints that have been submitted to the Police Department, as well as phoning the restaurant because of the noise. Mayor Morrissey spoke of finding a resolution to the matter, and reiterated Mr. Guy submitting a letter regarding the timeframe of the changes Borrell Creek is making

**D. GAINES DAVIS-AUTHORIZATION FOR EASEMENT ACQUISITION:** *Bobby Marr*
*Request authorization for offers on property easement agreements*

Mr. Bobby Marr briefly discussed the Gaines Davis Sewer Project, and that the easements acquisitions are needed to continue this process from moving forward. The item is for Council's approval to approach the property owners with the appraised value limit amounts for the easements that are needed for the project.

Councilmember Gant moved to approve the request for authorization for offers on the property easement agreements for the Gaines Davis Sewer Project for discussion. Councilmember Stasinis seconded the motion.

Council discussed the processes that have been done to get to this step of the process. They also discussed the timeframe that the project needs to be under contract in order to use SPLOST VI funding. It was also discussed that the agreements have a 30-day limit for the homeowners to respond. The time frame to use SPLOST VI money was discussed. Councilmember Colville made a call to question. Councilmember Gant then briefly discussed that if the project came in under-budget where the remainder of the SPLOST VI money could be spent. Voting was unanimous in favor of the motion.

**E. MARITIME HERITAGE DISTRICT OVERLAY ORDINANCE:** *Roger Weaver*

Mr. Roger Weaver briefly mentioned the Feasibility Report. He also noted that there were no objections from the audience.

Councilmember Colville moved for the adoption of the Maritime Heritage District Overlay Ordinance. Councilmember Williams seconded the motion. Councilmember Gant stated that he would recommend adding "as modified" to the motion.

Councilmember Colville amended his motion to the adoption of the Maritime Heritage District Overlay Ordinance as modified. Councilmember Williams seconded the amended motion. Voting was unanimous in favor of the motion.

**F. ORDINANCE REVISION-CODE COMPLIANCE OFFICER (*):** *Roger Weaver*

Councilmember Nutter made a motion to approve the Ordinance Revision for the Code Compliance Officer. Councilmember Reilly seconded the motion. Voting was unanimous in favor of the motion.

## NEW BUSINESS:

**A. INTERIM CITY MANAGER DISCUSSION:** *Mayor Morrissey (Added)*

Mayor Morrissey stated that he would like to get a motion from a Councilmember appointing Chief Robby Horton be put in place as the Interim City Manager until such time as we have a hired and in place City Manager, working with the Mayor in tandem. Also, during that period of time there would be a 10% increase in his salary.

Councilmember William moved to appoint Robby Horton as the Interim City Manager until the time a City Manager is put in place, and during that time his salary will be increased by 10%. Councilmember Gant seconded the motion. Voting was unanimous in favor of the motion.

**B. WEED STREET WASTEWATER TREATMENT PLANT-REUSE:** *Mr. Steve Crowell, Jr.*

Mr. Steve Crowell explained that this is for Council to give direction to staff in regards to developing a Request for Proposal for entities interested in using the Weed Street Property, as well as allowing interim use on the property. He stated that the RFP is not for any specific entities, and staff would like to know if Council would like to add any items for consideration when writing the RFP. He added that Council would be able to review the draft RFP.

Councilmember Gant moved to approve that staff proceed with preparing a request for proposal for reuse of the Weed Street Wastewater Treatment Plant property, authorize interim use of the property, and to remediate/remove the treatment ponds, remove the cylindrical aeration structure, and remove equipment from the existing office/laboratory building as recommended by staff. Councilmember Williams seconded the motion.

Councilmember Gant mentioned a building on the north side of the property and asked whether it would stay or not. Mr. Crowell explained that it would be kept at this time, but it depends on what the proposals they receive on whether it would remain. Councilmember Williams discussed the educational benefit of the property, especially in regards to grants. Council also asked if City staff would be used to remove/remediate the treatment ponds, removing the cylindrical aeration structure, and removing the equipment in the existing office/laboratory building. Mr. Crowell said staff would be used for that, but could not remember the cost associated with that. Council also discussed the observation decks and ladders, as well as the safety and security aspects of the property. Mr. Crowell stated that they hope to get a comprehensive proposal that addresses those issues. Voting was unanimous in favor of the motion.

**C. CITY MANAGER POSITION UPDATE:** *Donna Folsom*

Ms. Donna Folsom updated the Mayor and Council on the recruitment of the new City Manager. She stated the City has received 22 resumes so far, and that the position will be open through February 28th. Council commended Ms. Folsom on the pamphlet she put together. She stated it was a team effort with Tourism.

**D. REQUEST FOR PART-TIME FLOATER TO BECOME FULL-TIME (*):** *Donna Folsom*
*Request permission to change part-time floater position to full-time*

Councilmember Nutter made a motion to approve the request for permission to change part-time floater position to full-time. Councilmember Reilly seconded the motion. Voting was unanimous in favor of the motion.

**E. FEBRUARY 17TH CITY COUNCIL MEETING:** *City Clerk*
*To discuss whether to cancel or reschedule meeting due to President's Day holiday*

Councilmember Nutter stated he would like to reschedule the February 17th Council Meeting. Council discussed several dates that were an option.

Councilmember Nutter made a motion to conduct the City Council Meeting on February 18th at 6:00pm. Councilmember Colville seconded the motion. Voting was unanimous in favor of the motion.

It was noted that there is an HPC Meeting that day at 5:30pm in the Council Chambers, but it will be moved to another location or rescheduled.

**F. HOWARD GILMAN MEMORIAL PARK (WEDDING)-ALCOHOL REQUEST:**
*Jennifer Pledger request permission to have alcohol served at daughter's wedding*

Mr. Crowell stated that this is a request to close the park for a day for wedding at which they would like to serve alcohol. The City's ordinance that pertains to this was briefly discussed and that situations like that have been allowed in the past, though it was mentioned that not for this length of time.

Councilmember Nutter moved to approve the request for alcohol use in the Howard Gilman Memorial Park for a wedding. Councilmember Reilly seconded the motion.

Council discussed the length of time that the park would be closed, and some had issues with closing the park for an entire day for a private event. Councilmember Gant discussed the possibility of them only closing part of the park or moving to the Gateway property. Councilmember Nutter noted that the length of the event does include the set-up and clean-up. Chief Tim Hatch also mentioned certain issues that could arise with this, and that typically for these types of events, an officer is present while alcohol is being served. The park zones were further discussed, as well as wrist bands being used at the event. Upon further discussion, it was decided that there were too many questions. Staff was directed to speak to the requestor to see if she would be willing to negotiate the areas of the park that will be closed, as well as the length of the event. Councilmember Nutter withdrew his motion.

**G. AUTOMATIC AID AND MUTUAL AID RESPONSE AGREEMENT AMENDMENT:**
*Robby Horton-Request approval of agreement between Camden County, Kingsland and St. Marys*

Chief Horton showed a diagram of the various fire stations in and around the City of St. Marys. He gave examples of incidences and how the three fire districts – St. Marys,

Kingsland, and unincorporated (County) – will work together and back each other up. Chief Horton also explained the possible liabilities. Councilmember Gant discussed the departments backing each other up even if an incident only requires one truck. Chief Horton explained that it is a way of checks and balances. Councilmember Colville asked about the liabilities, and Chief Horton added that the department holds a certain liability to the City's taxpayers for fire services. Mr. Crowell added that this MOU is simply amending an already existing aid agreement.

Councilmember Gant moved to approve the Automatic Aid and Mutual Aid Response Agreement Amendment. Councilmember Stasinis seconded the motion.

Mayor Morrissey commended the work that all departments have done with the study, and that this is a great outcome from that. Voting was unanimous in favor of the motion.

**H. GATEWAY ENHANCEMENT PROJECT PROPOSAL & BUDGET ORDINANCE:** *Bobby Marr*

Mr. Bobby Marr stated that Council directed staff to get RFPs for conceptual designs to enhance the area east of Haddock Road along St. Marys Road to the Intersection of Highway 40. He discussed the review team and the process that was used to review the proposals. Based on the review process, Thomas &Hutton was the recommendation from that committee.

Councilmember Gant moved to approve the awarding of a contract to Thomas & Hutton in regards to the Gateway Enhancement Project, as well as the Budget Ordinance. Councilmember Reilly seconded the motion.

Councilmember Gant discussed the need for enhancing this area in hopes to draw people to the heart of St. Marys. Councilmember Nutter also noted that he liked the idea of citizens being a part of the review committee. Voting was unanimous in favor of the motion.

**I. EMERGENCY SANITARY SEWER MANHOLE REPAIR REQUEST & BUDGET ORDINANCE (*):** *Bobby Marr*

Councilmember Nutter made a motion to approve the Emergency Sanitary Sewer Manhole Repair and Budget Ordinance. Councilmember Reilly seconded the motion. Voting was unanimous in favor of the motion.

**J. PUBLIC WORKS VACANCY (*):** *Bobby Marr*
*Request permission to fill full-time vacant position*

Councilmember Nutter made a motion to approve the request for permission to fill full-time vacant position. Councilmember Reilly seconded the motion. Voting was unanimous in favor of the motion.

**K. POLICE DEPARTMENT VACANCIES (*):** *Timothy Hatch*
*Request permission to fill vacant positions*

Councilmember Nutter made a motion to approve the request for permission to fill vacant positions. Councilmember Reilly seconded the motion. Voting was unanimous in favor of the motion.

**L. BUDGET ORDINANCE-INSURANCE FUNDS RECEIPT (POLICE CAR) (*):** *Jennifer Brown*
*Amend the FY 2014 Budget to reflect receipt of funds from insurance company for vehicle repairs*

Councilmember Nutter made a motion to approve the amendment to the FY14 budget to reflect receipt of funds from the insurance company for vehicle repairs. Councilmember Reilly seconded the motion. Voting was unanimous in favor of the motion.

**M. PROPERTY TAX PENALTY FEE REMOVAL REQUEST:** *Jennifer Brown*
*Carla Weston-Brown request removal of late fee on property tax (Added)*

Ms. Jennifer Brown stated that Council should have received a copy of the email from Mrs. Weston-Brown. (A copy of the email is attached as part of the official minutes.) Mrs. Brown asked that the request be denied, because she states she was unaware of needing to contact the mortgage company. Ms. Brown stated that there is a statement on the bottom of the bills explaining that the City does not contact the mortgage companies directly.

Councilmember Stasinis made a motion to deny Mrs. Weston-Brown's request for removal of the late fees on the property tax. Councilmember Gant seconded the motion.

Councilmember Reilly asked about the timeframe of liens and interest being added after the court ruled the property taxes had to be paid in full. Ms. Brown noted that the lien is placed 30 days after the due date. Voting was unanimous in favor of the motion.

**N. (ADDED ITEM) BUDGETED POSITION VACANCIES:**

Mayor Morrissey discussed the addition of the new item, and allowed Ms. Jennifer Brown to explain it further. Ms. Brown explained that Council put in place a hiring freeze and any positions that became vacant had to be brought before Council. The suggestion is for Council to lift that, so any positions that are already in the budget can be filled without coming before Council.

Councilmember Stasinis moved to approve that vacant budgeted positions can be filled without coming before Council. Councilmember Reilly seconded the motion.

Councilmember Colville made a call to question. Councilmember Williams asked whether it would be possible for a Department Head to hire someone without the City Manager's approval. Mr. Crowell stated that they could not. Also, Mr. Crowell mentioned that discussions are held in certain hiring situations. Voting was unanimous in favor of the motion.

## REPORT OF AUTHORITIES, BOARDS, COMMISSIONS & COMMITTEES:

A. **FINANCE DIRECTOR'S REPORT:** *Jennifer Brown*

The Finance Director presented the 6th month financial report on revenues and expenditures for the General, Tourism, SPLOST, Water & Sewer, Solid Waste, and Aquatic Center funds for FY 2014. A copy of the report is attached as part of the official minutes.

B. **MONTHLY REPORT ON HAZARD ADAPTATION AND RESILIENCY MITIGATION REPORT:** *Roger Weaver*

Mr. Weaver gave the Mayor and Council an update on the Sea Grant Project, including certifications that had been received, meetings that were coming up in the near future, and the office space they will be using.

C. **CITY CALENDAR:** *Deputy City Clerk*

The Deputy City Clerk announced the upcoming meetings through February 18, 2014.

## REPORT OF MAYOR:

Mayor Morrissey discussed his attendance at the Coastal Regional Commission Council Meetings and a Leadership Southeast Georgia class. He also added that last week he and several others were able to attend the Elected Officials Recognition at the Sub Museum.

## GRANTING AUDIENCE TO THE PUBLIC:

*Dick Russell, 93 Wright Street* – Mr. Russell discussed the need of sewer in his area and whether that can be a possibility once the Gaines Davis Project is complete. Also, regarding noise problems, he discussed in a location he previously lived, they gave permits for outdoor amplified music.

*Larry White, 102 Sylvias Court* – Mr. White discussed the need for trash pickup along St. Marys Rd., mentioning the possibility of an "Adopt-A-Highway" program.

Mr. Crowell briefly mentioned that at one time Wright Street was looked at for Sewer, but at that time Council decided that Gaines Davis was first priority. Council asked about the process for getting sewer to the area. Mr. Marr explained the process and various permits that would need to be received. He stated it was a time consuming process.

### MAYOR AND COUNCIL COMMENTS:

Mrs. Williams noted the long length of the Council Meetings. Mayor Morrissey added that the meeting efficiency is being worked on. Mr. Gant mentioned that the Mayor was going to the Fly-In in Atlanta.

### CITY MANAGER'S COMMENTS:

The City Manager had no comments.

**EXECUTIVE SESSION:** *Legal (Pending & Potential Litigation) & Real Estate*
Councilmember Gant made a motion to adjourn to executive session. Councilmember Colville seconded the motion. Voting was unanimous in favor of the motion.

Mayor Morrissey stated that he was unsure whether the Executive Session would be lengthy or not.

The Mayor and Council adjourned to executive session at 8:24 p.m., returning at 9: 16 p.m.

Councilmember Colville made a motion to bring the meeting back into session. Councilmember Nutter seconded the motion. Voting was unanimous in favor of the motion.

**LEGAL (PENDING & POTENTIAL LITIGATION) & REAL ESTATE:**

No official action was taken at this time.

**ADJOURNMENT:**
Councilmember Nutter made a motion for adjournment. Councilmember Stasinis seconded the motion. Voting was unanimous in favor of the motion.

Mayor Morrissey declared the meeting adjourned at 9:17 p.m.

Respectfully submitted,

_____
Nicole Goebel, Deputy City Clerk

# Board Announcements

1. St. Marys Hospital Authority D/B/A St. Marys Senior Authority (1 position)
2. Downtown Development Authority (1 position)

# *Board Appointment*

*Library Board (1 position)*

CITY OF ST. MARYS
BOARD VOLUNTEER APPLICATION

Date: 2/13/14

Board interested in serving on: St. Marys Library

Name: Felecia F. Myers

Address: 817 Riverview Dr. W

City, State, and Zip: St. Marys, GA 31558

Contact Phone Numbers: 912- work, 912 882-7533 home

E-mail Address:

Describe your current qualifications for the position including education, skills, abilities, and work experience:

BS in Human Resource Mgmt, proficient in Microsoft Apps & computer experience. Have worked the last 14 1/2 years with Lockheed Martin in Property Admin., Procurement, & Planning depts. Strong customer service skills.

Describe why you are interested in serving on this board?:

I want to start serving my community by giving of my time, volunteering, and making a positive, impactful difference.

Describe any prior or current business and/or personal relationships which might present a conflict of interest in potential representation of the City on this board:

N/A

Signature: Felicia F. Myers

* Please submit application to: City Clerk's Office, 418 Osborne Street, St. Marys, Georgia 31558

# *Old Business*

# CITY COUNCIL MEETING

## February 18, 2014

**TITLE:** Request for Permission to Serve Alcohol: Howard Gilman Memorial Park (wedding).

**PURPOSE:** Consideration of request to serve alcohol for wedding reception held at Howard Gilman Memorial Park on Saturday May 31, 2014.

**RECOMMENDATION**: Denial.

**HISTORY/ANALYSIS:** Council previously received a request (attached) to have the Howard Gilman Waterfront Park closed for the day on May 31, 2014 to accommodate a wedding reception. The applicant has requested permission to "hire a bartender" for the event and serve alcohol.

Due to the scope of the request, the timing of the event, and additional security concerns, staff is recommending denial of the request.

I spoke to Ms. Pledger regarding her request to reserve the Howard Gilman Memorial Park on May 31, 2014 for a wedding. Ms. Pledger indicated that she is not necessarily interested in using (closing) the entire park. Ms. Pledger indicated that she would NOT need the playground, and would NOT necessarily need the amphitheater, but wanted to reserve the amphitheater area in order to minimize disruption from other people using the park. Ms. Pledger also did not want to preclude people from using the walkway around the perimeter of the park, nor prohibit access to the docks. I spoke to Ms. Pledger about using the Gateway property, to which she seemed "lukewarm," to the idea, mostly due to the lack of "amenities."

Ms. Pledger indicated that guests would be arriving for the wedding at around 6 PM. Prior to 6 PM, Ms. Pledger would need access to the park in order to begin setting up for the wedding, so although the event would not be starting until later that evening, the area would need to be secured and reserved in order to allow setting up for the reception. I advised Ms. Pledger that Council would be reconsidering the reservation request on February 18, 2014.

Ms. Pledger's response to me regarding the above was as follows:

Mr. Crowell,

Thank you for helping me with this. All the information that you have included sounds good. If we can have access to the park for set up early then I would be happy to amend my request for the closure timeframe. I don't see any reason that the public should be kept out of the park before mid to late afternoon. Even if we set up early, having other people in and out of the area should not affect us. This is a beautiful setting and we are excited about the possibility of being able to use it but we don't want to prevent others from enjoying it prior to our event.
Jennifer

During the February 3, 2014 City Council meeting, Police Chief Hatch indicated that there may be a need for some additional police coverage, for which there would be an additional expense for the applicant. During the meeting there was also concern expressed with having no or limited access to the park on a busy weekend night, acknowledging, however, that Ms. Pledger has revised the scope of her request.

In addition to considering the closing of a portion of the Howard Gilman Memorial Park (and designating what portion thereof to close), and authorizing the use of alcohol for the reception (and any conditions related thereto), Council may want to address the additional security issue (of which we will need to advise Ms. Pledger).

**City Manager:**_____

# CITY COUNCIL MEETING
**February 3, 2014**

**TITLE:** HOWARD GILMAN MEMORIAL PARK -REQUEST FOR ALCOHOL (WEDDING)

**PURPOSE:** Consideration of alcohol request for wedding reception being held at Howard Gilman Memorial Park on May 31, 2014.

**RECOMMENDATION:** Staff has no recommendation.

**HISTORY/ANALYSIS:** Jennifer Pledger reserved Howard Gilman Memorial Park for her daughter's reception. A cater will be utilized and Mrs. Pledger is requesting permission to serve alcohol to guest. Mrs. Pledger offered several measures to ensure only guests above 21 years of age will be served alcohol.

**Department Director:** _____

**City Manager:** _____

**Deborah Walker-Reed**

**From:** Pledger, Jennifer J
**Sent:** Wednesday, January 29, 2014 9:46 AM
**To:** Deborah Walker-Reed
**Subject:** May 31, 2014 Event

Members of the City Council,

I have requested rental of the Howard Gilman Waterfront Park for my daughter's wedding reception on May 31, 2014. I am also requesting approval for park closure for this event. We plan to have the reception catered and I would like to hire a bar tender. I expect that we will have around 80 people in attendance and that about 30 of them will want access to alcoholic beverages. In order to accommodate them we are willing to have the caterer check their IDs initially and them provide them with an arm band designed for this event. It will be a plastic band with the name and date of the event and will snap on and need to be cut off in order to prevent guests from sharing. We are also willing to take any further safety measures that the council deems necessary. We are requesting approval for both the park closure and the permission to serve alcohol. Thank you for your consideration in this matter.

Jennifer

# MEMORANDUM

# DEPARTMENT OF PUBLIC WORKS

**To:** Steve Crowell

**From:** Bobby Marr

**Date:** February 7, 2014

**CC:**

**Subject:** Water/Sewer to unserved areas

Below are the questions received concerning the spreadsheet that I sent to you showing the costs to serve areas within the outer boundary of our corporate city limits that currently do not have water and/or sewer service. Some of these areas have not currently been annexed by the city. My responses appear after each question.

Questions from Councilman Reilly:

1. Is the cost in SS associated with connection fees or running sufficient pipe from existing lines to the specific communities to accept the sewer and water taps? The costs presented in the spreadsheet only reflect the construction cost estimates to install the water and/or sewer lines for the communities. The costs do not reflect the individual capital recovery fees or the costs for the property owners to physically connect their homes to our system.
2. Are the current sewer main lines from the Point Peter WTP to Point Peter sufficient in capacity to accept the waste from the Point Peter Communities in both incorporated and unincorporated areas? The existing lift station on New Point Peter Road will have to be analyzed to determine if any upgrades will be necessary to serve the entire area.
3. Ditto water mains for providing water? The existing water system should be sufficient to handle the additional communities.
4. I assume that lift stations would have to be installed along Point Peter to push the waste to the plant. Is that cost part of the cost indicated in SS? There is an existing lift station on New Point Peter Road that pumps directly to the Point Peter Wastewater Treatment Plant. This station may or may not have to be upgraded to handle the additional flows from the area. This will have to be analyzed. However, there are some of the areas (communities) that will require lift stations to be installed within them. The project costs on the spreadsheet incorporate the costs for the lift stations.
5. Is the cost of tap fees what was provided in SS at 1st council meeting of the year? The first spreadsheet did not show the tap fees (capital recovery fees), but istead showed the project cost breakdown to the city on a per home basis (Total project cost divided by the number of homes served). The revised spreadsheet will show the fees that were in place at the time of annexation. At the first council meeting of the year, council approved the current capital recovery fee structure (reflecting the 50% reduction). Does tap fee offset the cost of service installation to connection point or is tap-in a true cost to the city? The

tap fees (capital recovery fees) reflect the cost to the property owner for access to our systems. The cost does not include the actual physical connection of the property owners water and sewer lines to the connection point provided by the city at the property line once installed.

6. I assume where the delta between water and sewer tap numbers that exist in some of listed communities is because some residents have water already. Is that an accurate assumption? This is a correct assumption. Some of the communities already have water service.
7. I concur with Jim's recommendation and also feel we should be developing a long-term plan that provides these services to communities within our city limits so that at some point in time the unincorporated areas will want to become part of the city and for new developments we have the service to the general areas so that when developers build the infrastructure within the planned development be it commercial or industrial we are ready for them. I recognize that we have to temper this type plan with our ability to fund in future but do think we should understand the cost and consider ways to accomplish if opportunities arise. The city has a water and sewer master plan that was developed in 2008. However, this plan was developed based on the tremendous development activity that was happening at the time. Immediately after the plan was developed, the economy took a nose dive and developments stopped. It is my opinion that the water and sewer master plan should be updated to reflect current development activity and anticipated growth patterns but also include a plan to handle the existing aging infrastructure.

Questions from Councilman Gant:

1. Aren't some of these areas outside the City? Yes. I will differentiate the areas on the spreadsheet.
2. If so, believe previous Council thought that they should not be considered further at this time. That is correct. When discussed previously, it was City Council's position that areas already annexed should be handled prior to considering areas not annexed into the City.
3. I do believe that the present Council should review at the next Council meeting to prioritize and initiate EPA approval and design for the highest priority extensions considering possible funds availability after Gaines Davis bid results are known. If desired, a discussion can be held to prioritize the communities that city council would like to proceed with design, however, costs would need to be obtained from engineering firms prior to authorizing any contracts for design. Once communities are prioritized (or at least determined which areas to proceed with), I can get quotes from interested firms for council to review at a later meeting.

Questions from Councilman Nutter:

1. If you would add one column to show what the tap fees would be for each area and a column showing the date when the property areas were annexed into the city. That would be helpful as well. I will add the columns to the spreadsheet. I am assuming that the tap fee (capital recovery fee is terminology we use) cost you are asking for is the fee that was in place at the time the areas were annexed. If this is not the case, please let me know.

# SUMMARY FOR WATER/SEWER EXTENSIONS

February 7, 2014

| Area To Be Served | Date Annexed | Homes Served | | Project Cost | | Capital Recovery Fee When Annexed | |
|---|---|---|---|---|---|---|---|
| | | Water | Sewer | Per Home | Total | Water | Sewer |
| Highland Oaks | County | 26 | 26 | $13,979.34 | $363,462.75 | N/A | N/A |
| Point Peter Oaks | County | 17 | 17 | $21,036.19 | $357,615.30 | N/A | N/A |
| Lonesome Pine | County | 14 | 14 | $14,926.18 | $208,966.50 | N/A | N/A |
| Cypress Lakes | County | 0 | 90 | $9,445.65 | $850,108.32 | N/A | N/A |
| Point Peter Landing | County | 0 | 83 | $9,186.75 | $762,500.00 | N/A | N/A |
| North River Oaks | April 2001 | 0 | 11 | $24,010.23 | $264,112.50 | $750 | $1,500 |
| Pagan Street area | April 2001 | 0 | 25 | $15,182.30 | $379,557.52 | $750 | $1,500 |
| Wright Street | April 2001 | 0 | 8 | $12,825.00 | $102,600.00 | $750 | $1,500 |
| Marsh View Lane | April 2001 | 0 | 5 | $12,530.00 | $62,650.00 | $750 | $1,500 |
| Sandhill Road area | December 2000 | 40 | 40 | $24,993.84 | $999,753.75 | $750 | $1,500 |
| South Side Hwy. 40 and Hubbard Road | County | 19 | 19 | $53,912.03 | $1,024,328.50 | N/A | N/A |
| Hidden Lakes/Moeckel Place | December 2000/April 2001 | 9 | 38 | $18,486.13 | $702,473.00 | $750 | $1,500 |

**Total for all projects: $6,078,128.14**

**Total for projects in City: $2,511,146.77**

The current Capital Recovery Fee (3/4") is $1,095 for Water and $3,555 for Sewer.
Aid to Construction Fees may also apply and are not included above.

# *New Business*

# CITY COUNCIL MEETING
## February 18, 2014

**TITLE:** SAN JOSE MEXICAN GRILL & CANTINA, LLC D/B/A SAN JOSE BAR & GRILL (NEW ALCOHOL LICENSE): *Public Hearing Advertising*

**PURPOSE:** The City Clerk requests approval to advertise a public hearing for beer, wine and liquor license on premise consumption with food for San Jose Bar & Grill.

**RECOMMENDATION:** The City Clerk recommends approval to advertise for a public hearing at 5:45 p.m. on Monday, March 3, 2014 in the Council Chamber at City Hall.

**HISTORY:** Mr. Gilberto Macias made an application for an alcohol license for the sale of beer, wine and liquor on premise consumption with food. The business will be located at 916 C Kings Bay Road, St. Marys, Georgia 31558.

**Department Director:** Deborah Walker Reed

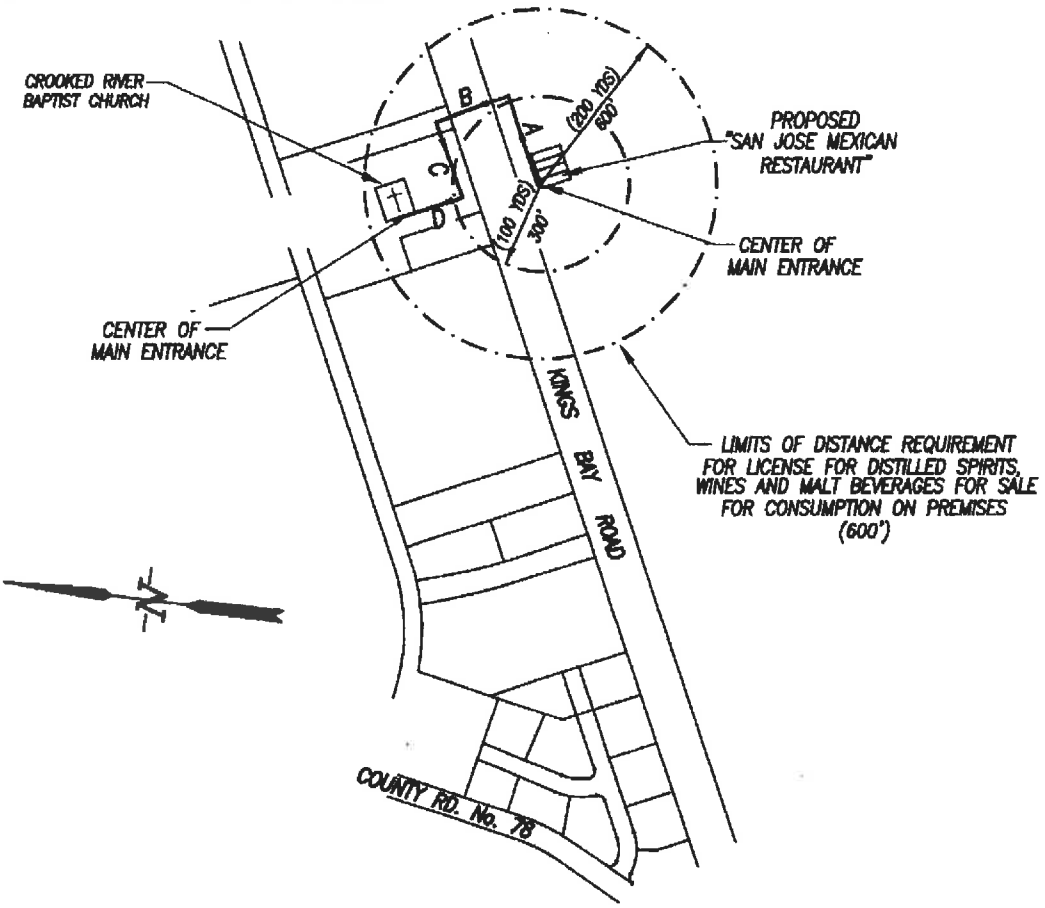
**City Manager:**

MAP TO SHOW

# ALCOHOL BEVERAGE LICENSE SURVEY FOR SAN JOSE MEXICAN RESTAURANT,

## CITY OF ST. MARYS, 29th G.M.D., CAMDEN COUNTY, GEORGIA

## FOR: MACIAS ENTERPRISES, LLC, dba SAN JOSE MEXICAN RESTAURANT




**NOTES:**

1.) DIRECT ROUTE OF TRAVEL DISTANCES SHOWN HEREON WERE CALCULATED FROM ANGLES AND DISTANCES FIELD MEASURED BY A SOKIA SET 3 AND ARE SHOWN TO THE TENTH OF A FOOT.

2.) THERE ARE NO RESIDENTIAL DWELLINGS LYING WITHIN THE 100 FOOT DISTANCE REQUIREMENT, AS INDICATED BY MEANS OF A VISUAL INSPECTION.

3.) THERE ARE NO IN-HOME DAY CARES, SCHOOLS, ALCOHOLIC TREATMENT CENTERS, HOUSING AUTHORITY PROPERTY OR EDUCATIONAL BUILDING WITHIN THE CITY OF ST. MARYS DISTANCE REQUIREMENTS AT THIS TIME, AS INDICATED BY MEANS OF VISUAL INSPECTION.

4.) DISTANCE FROM CENTER OF MAIN ENTRANCE TO BARBERITO'S: 146.5' (DOOR TO DOOR)

**DISTANCE SUMMARY:**

(AS MEASURED FROM THE MOST DIRECT ROUTE OF TRAVEL MEASURED TO THE NEAREST ONE TENTH OF A FOOT WITH A SOKIA SET 3)

A) FRONT DOOR OF MATTS DOWN SIDEWALK TO QUALITY DRIVE = 321.2'

B) FROM QUALITY DRIVE ACROSS KINGSBAY ROAD TO ENTRANCE OF CHURCH PARKING = 261.8'

C) FROM PARKING LOT TO STRAIGHT LINE OF FRONT DOOR OF BUILDING = 273.7'

D) FROM PARKING TO FRONT DOOR = 202.1'

0' 250' 500' 1000'

SCALE: 1" = 500'

F.B.: BS15 PG.: 66
SURVEY DATE: 12-11-2013

DWN. BY: G.D.

CKD. BY: R.B.

I HEREBY CERTIFY THAT THE ABOVE MEASUREMENTS WERE TAKEN UNDER MY DIRECT SUPERVISION AND THAT SAID MEASUREMENTS ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: [signature] DATE: 12-11-2013

ERNEST R. BENNETT JR.
GA REGISTERED SURVEYOR No. 2893

PREPARED BY:

BENNETT SURVEYING, INC.
Surveyors and Land Planners

102 MARSH HARBOUR PARKWAY, UNIT 103
KINGSLAND, GEORGIA 31548
(912) 258-8899
(912) 673-8940

CAD FILE: BS\CAD\ALCOHOL BEVERAGE SURVEYS\SANJOSEMEXICAN RESTAURANT.DWG

CITY OF ST. MARYS
418 OSBORNE STREET
ST. MARYS, GEORGIA 31558
TELEPHONE: 912-510-4041
FAX: 912-510-4013

**NOTICE OF PUBLIC HEARING**
**ALCOHOL BEVERAGE LICENSE**

The City of St. Marys, Georgia has received an application for an alcohol beverage license from San Jose Mexican Grill & Cantina, LLC D/B/A San Jose Bar & Grill at 916 C Kings Bay Road, St. Marys, Georgia, for the sale of beer, wine and liquor on premise consumption with food. Notice is hereby given that a Public Hearing on this application is scheduled for Monday, March 3, 2014 at 5:45 p.m. in the Council Chamber at St. Marys City Hall. Anyone desiring to address Council regarding the issuance of a license to this establishment may do so at the public hearing.

*Deborah Walker-Reed*
Deborah Walker-Reed, City Clerk

PLEASE RUN: February 20th & 27th

# CITY COUNCIL MEETING
## February 18, 2014

**TITLE:** COLERAIN ROAD UTILITY RELOCATION PLANS

**PURPOSE:** To contract with EMC Engineering Services, Inc. to produce utility relocation plans in association with the Colerain Road Widening Project for the amount of $13,500.

**RECOMMENDATION:** Approval.

**HISTORY/ANALYSIS:** In January 2014, the Georgia Department of Transportation (GDOT) sent preliminary construction plans to the City which show conflicts with some of the existing water and sewer systems. The City is required to have utility relocation plans developed to mitigate the conflicts. There are additional requirements that are discussed in the attached letter that was sent by GDOT. Due to the 90 day turnaround requirement from GDOT, engineering firms were solicited (not advertised) to provide proposals to perform this work for the City. Proposals were received as follows:

EMC Engineering Services, Inc. - $13,500
Stevenson and Palmer Engineering, Inc. - $15,000
Moreland Altobelli Associates, Inc. - $29,000
CHA Consulting, Inc. - $56,100

All proposals were based on the scope of work detailed in the letter from GDOT. This project was itemized in SPLOST VII for funding.

**Department Director:** _____

**City Manager:** _____

Keith Golden, P.E., Commissioner

GEORGIA DEPARTMENT OF TRANSPORTATION
One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

January 17, 2014

PROJECT NUMBER: **CSSTP-0007-00(414), P.I. #0007414**
PROJECT DESCRIPTION: **CR90/Colerain Road fm W of I-95 to E of Kings Bay Road**

***Ref:*** ***OCGA 32-6-170 &171 - Request for Project Information***
***URPN #2 - 2nd Submission Electronic Files / Plans – Existing and Proposed Facilities***

Ladies and Gentlemen:

We are transmitting two (2) sets of Preliminary Utility Plans for the above referenced project and an Environmental Commitments/Requirements form (Green Sheet). If your company has chosen to utilize electronic plans, they are available on the Department's File Exchange site at the address below. These plans show the locations of existing utilities known to us and our proposed construction design. All Utility Owners within the project limits shall be responsible for the marking of any missing or incorrect information of their existing and proposed facilities shown on the project plans. The Department requests written acknowledgment of receipt of these plans within 5 days via email or letter to the addresses shown on Page 4.

If you have no facilities within the project limits, we will need a letter or email confirming "No Facilities".

For your convenience, electronic files of the preliminary plans have also been placed on the GDOT File Exchange site. These files will be on the File Exchange site for 60 days.

- To retrieve the electronic files or upload marked plans, please access the GDOT File Exchange site using the following link: http://mygdot.dot.ga.gov

**Instructions for accessing the GDOT File Exchange:**

After logging in navigate to the **GDOTTEAMS** tab and select **File Exchange**. Click the **Utilities** tab at the top or the **Utilities** link on the left side of the page. To retrieve files select **Downloads**; to add files select **Uploads**. Files for the subject project are organized by District then PI Number (PI #).

***Tip: Utilize the Actions button to select "Open with Windows Explorer" and copy or paste multiple files.***

For additional instruction please see the **FileEX Help** document on the main Utilities File Exchange page.

## 2ND SUBMISSION PACKAGE

The coordination of work activities and the elimination of possible conflicts with the proposed construction necessitates that each Utility Owner provide the following information to the Department on or before the requested due date. A **complete package** shall contain items **A-E** as listed below, as necessary to complete coordination.

### A. Marked Plans

Submit (1) set of marked plans.

- Check existing facilities as shown on the plans and provide mark-ups, either digitally or hard copies, of any missing and/or incorrect information
  - If providing electronic mark-ups, place the existing utility information in a separate file from the proposed relocation information
    - 123456UTLE***.dgn for Microstation files OR
    - 123456UTLE***.rdl for GDOT Utility Redline files

      (123456 = the project's PI# and *** = the UPC code name of the utility)
  - Indicate material types
  - Indicate vertical position of existing facilities, if known, on cross sections
- Mark proposed relocations on the plans or provide them electronically
  - If providing electronic mark-ups, place the proposed relocation utility information in a separate file from the existing utility information
    - 123456UTLP***.dgn for Microstation files or
    - 123456UTLP***.rdl for GDOT Utility Redline files

      (123456 = the project's PI# and *** = the UPC code name of the utility)
  - Indicate material types
  - Indicate vertical position proposed facilities on cross sections

  If marking plans electronically, use the line codes and cells per the current GDOT Electronic Data Guidelines.

  If marking paper plans, use the following guidelines:

  a) **Existing facilities** are to be marked in **"Green"**
  b) Any necessary **temporary relocations** are to be marked in **"Brown"**
  c) **Proposed relocations of facilities and facilities to be abandoned or removed** are to be marked in **"Red"**
- Coordinate with other Utility Owners *(listed on page6)* prior to marking plans for temporary and/or proposed relocation of their facilities to avoid unnecessary conflicts, if applicable
- Identify and resolve any utility conflicts between your existing facilities and the proposed design

- Verify that any Utility Easement currently owned OR any Utility Easement(s) requested in writing for the Department to acquire on behalf of the Utility Company are appropriately shown on the plans. ***Note: If easements are not shown correctly, please contact the District Utilities Engineer immediately for resolution.***
- If bridge space is required for your facilities, submit to this office in writing the size, weight, and location of proposed facilities. The method of attachment to the bridge must be fully detailed.
- To upload marked plans to the GDOT File Exchange site, follow the directions provided above titled **"Instructions for accessing the GDOT File Exchange"**.

**B. Letter Regarding Utility Status**

- Submit letter of "NO FACILITIES", "NO COST", "NO CONFLICT", or request to include facilities in the Department's contract or Cost Estimate as outlined in the UTILITY ACCOMMODATIONS POLICY AND STANDARDS Manual, current edition.

**C. Reimbursement Estimate Package**

- If claiming a compensable property interest/prior rights, provide supporting easement documentation together with the estimate package as outlined in "Standard Utility Agreements" below. This information must be submitted within the designated time frame in order to resolve all claims within the project due date.

STANDARD UTILITY AGREEMENTS

- ***Lump Sum or Actual Cost Agreement*** **(LS OR AC)** – 4 packages
  - 3 originals *(signed in blue ink)* and 1 copy of the "10-page estimate"
  - 4 sets of ½ size utility plans, including a cover sheet
  - The Certificate of Eligibility
  - All Utility Company attachments

  All forms are to be completed in their entirety. The work covered under the estimate must be clearly marked on the plans and must be submitted in a PDF format.

- ***Contract Item Agreement*** **(CIA)** – 4 packages
  - 4 sets of stand-alone plans *(i.e. Water, Sewer, Gas, etc.)*, including a cover sheet
  - The detailed cost estimate including pay item numbers for the work to be included in the GDOT Let project
  - A PDF format submission.

- ***Easement Limited Agreement (ELA)*** – 4 packages
  - 4 sets of plans *(this information shall be on right-of-way plans)*, including a cover sheet
  - Ensure that Utility easement areas are highlighted and the station numbers are clearly marked on the plans
  - A PDF format submission.

- *Transportation Purpose Agreement* (TPA) – 4 packages
  - 3 originals *(signed in blue ink)* and 1 copy of the "10-page estimate"
  - 4 sets of ½ size utility plans, including a cover sheet
  - The Certificate of Eligibility
  - All utility company attachments

  All forms are to be completed in their entirety. **The work covered under this agreement is for traffic signal upgrade work only.**

**D. Permit Application**

At least 13 weeks before the schedule letting, a complete permit package application should be submitted through the Georgia Utility Permitting System (GUPS) for any and all work to be performed. If you currently have a "No Conflict" letter, a GUPS permit application is required for the purpose of reviewing the final construction plans and attending the preconstruction meeting.

A complete permit package for project related utility permits, which shall be uploaded into the GUPS permit request, shall include, but is not limited to, the following:

- Plans
- Profiles
- Utility Adjustment Schedule with work plan
- Notice of Intent or a Certification Statement
- Updated Cost Estimate
- No Conflict Letter
- No Cost Letter or Reimbursement Letter (whichever applies)
- Cross Sections (if applicable)

**E. Retention Request**

Any retention of utilities under pavements shall contain all information and assurances outlined in the UTILITY ACCOMMODATIONS POLICY AND STANDARDS Manual, current edition.

Please return the complete package to this office no later than **90** from the date of this letter to the following address:

Georgia Department of Transportation
Attn: Dallory Rozier
District Utilities Engineer, 204 North Hwy.301
Jesup, GA 31546

Approximately thirty (30) days prior to the proposed letting of the project, the following items will be mailed to you:

1. Final plans
2. Permit Letter
3. Approved Utility Adjustment Schedule
4. Notice to proceed with relocation and/or adjustment (Unless relocations are covered under separate reimbursable agreement)
5. A copy of the Green Sheet

Changes in the Department's procedures pursuant to an amendment to the Official Code of Georgia Annotated 32-6-170 & 171 under Senate Bill 19: If the Utility fails to submit the above information by the due date, then the Utility may be subject to all costs associated with the removal, relocation, and adjustment of their facilities, including liability to the contractor for delay costs.

If you have any questions regarding this, you may call John Royal at 912-427-5859, or you may e-mail him at jroyal@dot.ga.gov.

Sincerely,

Karon Ivery
District Engineer

By: Dallory Rozier
District Utilities Engineer

DDR:jrr
Enclosures:

1. Project Plans
2. Check List Form

cc: Michael Bolden, State Utilities Office (letter only)
Jun Birnkammer, State Utilities Preconstruction Engineer *(via: e-mail)*
Thom Parker, State Utilities Construction Engineer *(via: e-mail)*
Matt Bennett, Project Manager *(via: e-mail)*

DISTRIBUTION:

DISTRIBUTION:

City of Kingsland
Attn: Lee Spell
107 South Lee Street
P. O. Box 250
Kingsland, GA 31548

City of St. Marys
Attn: Bobby Marr
418 Osborne Street
St. Marys, GA 31558

Comcast
Attn: James Graham, Project Coordinator
5934 Richard Street
Jacksonville, Fl 32216

Georgia Power Company
Attn: Rick Long
3102 Kilowatt Drive
Bin# 73820
Savannah, Georgia 31405

TDS/Camden Telephone Company
Attn: Clay Begley
103 Martha Drive
St. Marys, GA 31558

Atlanta Gas Light Company
Attn: Paul Teague
Engineering Design-Coastal Region
AGL Resources
1668 Chatham Parkway
Savannah, Georgia 31405

Georgia Power Company
Attn: Dan Everitt (Transmission)
Bin 20033
241 Ralph McGill Blvd. NE
Atlanta, GA 30308-3374

Kingsland Cable TV
Attn: Don Trednick
220 E King Ave.
P. O. Box 1267
Kingsland, GA 31548

Okefenoke Rural EMC
Attn: Terry Temples
147 East Cleveland St.
P. O. Box 602
Nahunta, GA 31553

**CHECK LIST OF INFORMATION TO ACCOMPANY MARKED PLANS**

**Project #: CSSTP-0007-00(414)** **County: Camden** **P.I. #:0007414**

1. Permit Fill in GUPS PERMIT NUMBER (_____)
(To be completed in GUPS)

2. Utility Adjustment Schedule (UAS) (To be completed in GUPS with permit application).

3. No Cost Letter ____ Yes ____ No ____ N/A

4. Detailed Cost Estimate for Utilities eligible for reimbursement ____ Yes ____ No ____ N/A

5. Request for utilities to remain under existing and proposed pavements with information outlined in TOPPS Policy 6850-18 (Retention of Utilities Under Pavement) ____ Yes _____No ____ N/A

_____ _____
Submitted by (Company Representative) Date

**PLEASE RETURN THIS SHEET WITH PLANS AND OTHER SUPPORTING INFORMATION**

EMC ENGINEERING SERVICES, INC.
10 Chatham Cntr. S., Ste. 100 (31405)
P.O. Box 8101
Savannah, Georgia 31412
Phone: (912) 644-3215
Fax: (912) 23-4580
E-mail: mark_mobley@emc-eng.com
• Environmental • Marine • Civil

February 3, 2014

St. Marys Public Works
819 Point Peter Rd.
St. Marys, GA 31558

Attn: Mr. Bobby Marr, E.I.T.
Public Works Director

**RE: LETTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR COLERAIN ROAD WIDENING AND RECONSTRUCTION UTILITY RELOCATIONS GDOT PROJECT NO. CSSTP-0007-00(414) ST. MARYS, GEORGIA**

Dear Mr. Marr:

EMC Engineering Services, Inc. (EMC) appreciates the opportunity to present this *Proposal/Agreement* for providing professional engineering services in connection with the referenced *Project*. The *Project* consists of the relocation of approximately 1900 feet of 12" watermain and 1800 feet of 12" sewer forcemain in St. Marys Georgia associated with the GDOT's Colerain Road Widening and Reconstruction project. Also included will be the extension of an 8" sanitary sewer line and steel casings at proposed pavement crossings.

Our *Basic Services* will consist of developing utility relocation plans and associated services as further described below.

- Preparation of Preliminary Utility Relocation Plans in Microstation utilizing the existing utility plans for the project provided by GDOT. Plans will include the location of mains, valves, fire hydrants, casings, and connections to existing lines. Preliminary plans will also include Cross Sections with the vertical position of the proposed utilities and Construction Details plan sheet(s) in Microstation based upon the City's standards.
- Review of the preliminary plans with the City and incorporation of their comments into a set of Final Utility Relocation Plans.
- Submittal of relocation plans to GDOT for their review and approval and incorporate any comments received.
- Preparation of a bid schedule utilizing GDOT pay items, a construction cost estimate, and any special provisions or other bid forms necessary for use by the City or GDOT in bidding the project.
- Preparation of a Reimbursement Estimate Package to GDOT, to include utility agreement estimate, ½ size plans, and certificate of eligibility.
- Preparation and submittal of a Permit Application through GDOT's GUPS, to included plans, profiles, utility adjustment schedule, NOI or Certification Statement, updated cost estimate, letters, and cross sections.
- Preparation for and attendance at meetings as requested by the City.

Payment for our *Basic Services* will be a lump sum fee of ***$ 13,500***, broken down as follows:

| | |
|---|---|
| ➢ *Preliminary/Final Utility Relocation Plans* | *$ 7,200* |
| ➢ *GDOT Permitting* | *$ 1,500* |
| ➢ *Bid Schedule, Cost Estimate, & Forms* | *$ 1,000* |
| ➢ *Reimbursement Estimate Package & Permit Application* | *$ 2,300* |
| ➢ *Meetings (3 @ $500 each)* | *$ 1,500* |

We will also furnish such *additional services* as you may request. *Additional services* will be documented by EMC and authorized by the *Client*. *Additional services* will be charged on an hourly rate basis in accordance with the attached *Hourly Rate Schedule*.

***ADDITIONAL SERVICES*** WILL INCLUDE THE FOLLOWING:

- *Surveying Services*
- *Construction Phase Services*

*Reimbursable expenses* incurred in connection with all *basic* and *additional services* will be charged on the basis of the actual cost plus 10%. We will bill you monthly for services and *reimbursable expenses*.

We are prepared to begin our services promptly after receipt of your acceptance of this *Proposal/Agreement* and to complete our services in accordance with a mutually agreed upon schedule.

This *Proposal*, attached *General Provisions* and *Hourly Rate Schedule* represent the entire understanding between you and us in respect of the *Project* and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of our agreement, we would appreciate your signing this letter in the space provided below and returning it to us, keeping a copy for your files.

Sincerely,
EMC ENGINEERING SERVICES, INC.

By: _____
J. Mark Mobley, PE
Senior Principal

ACCEPTED this ____ day of _____, 2014

ST. MARYS PUBLIC WORKS

By: _____
Bobby Marr, EIT
Public Works Director

Attachments:
Hourly Rate Schedule
General Provisions

EMC ENGINEERING SERVICES, INC.
10 Chatham Center South, Suite 100 (31405)
P.O. Box 8101
Savannah, Georgia 31412
Phone (912) 232-6533
Fax (912) 233-4580
Website: emc-eng.com
• Environmental • Marine • Civil

# 2014 HOURLY RATE SCHEDULE

## ENGINEERING

| | |
|---|---|
| Senior Principal Engineer | $165.00/hr |
| Principal Engineer | $150.00/hr |
| Senior Project Manager | $135.00/hr |
| Project Manager | $120.00/hr |
| Professional Engineer | $110.00/hr |
| Senior Design Engineer | $100.00/hr |
| Design Engineer | $ 90.00/hr |
| Junior Design Engineer | $ 80.00/hr |
| Senior Engineer Tech | $ 80.00/hr |
| Engineer Tech | $ 75.00/hr |
| Junior Engineer Tech | $ 70.00/hr |
| Senior Landscape Architect (RLA) | $125.00/hr |
| Landscape Architect | $ 90.00/hr |
| Geotechnical Engineer | $105.00/hr |

## SURVEYING

| | |
|---|---|
| Senior Registered Land Surveyor | $125.00/hr |
| Registered Land Surveyor | $105.00/hr |
| 1-Man RLS Surveyor (Field) | $125.00/hr |
| 1-Man Surveyor (Field) | $100.00/hr |
| 2-man Survey Crew | $115.00/hr |
| 3-Man Survey Crew | $145.00/hr |
| Senior Survey Tech | $ 80.00/hr |
| Survey Tech | $ 70.00/hr |
| Junior Survey Tech | $ 60.00/hr |

## CONSTRUCTION

| | |
|---|---|
| Senior Construction Inspector | $ 75.00/hr |
| Construction Inspector | $ 65.00/hr |
| Senior CMT Field Representative | $ 50.00/hr |
| CMT Field Representative Specialty | $ 75.00/hr |
| CMT Field Representative | $ 47.00/hr |
| Junior CMT Field Representative | $ 35.00/hr |

## ADMINISTRATIVE

| | |
|---|---|
| Administrative Assistance | $ 55.00/hr |

# EMC ENGINEERING SERVICES, INC.
# GENERAL PROVISIONS

EMC Engineering Services, Inc. (EMC) will provide services in accordance with the scope of services and the following General Provisions:

1) EMC agrees to furnish professional engineering and surveying services for the project described in this Agreement (Proposal) and the attachments thereto. Acceptance of this Agreement or proposal constitutes agreement to utilize our services at the rates and charges indicated.

2) This agreement envisions that all of the services described herein will be performed by EMC and that there will be no material changes in the work. Should the scope of the project be changed materially, compensation to EMC for professional services shall be subject to renegotiation.

3) Compensation to EMC for services provided shall conform to the prevailing hourly rate schedule in effect at the time the services are performed.

4) Invoices for our services will be submitted monthly and payable within 30 days after date of invoice. Invoices for Basic Services performed under lump sum agreements will be on a percentage completion basis. Past Due invoices are subject to a service charge of 1½% per month. Unless EMC is notified in writing of any disputed charge within thirty (30) days of the invoice date, the client agrees that the invoice is final and not subject to adjustment. Failure to make payments of any invoices over sixty (60) days past due will result in an immediate *"Stop Work"* action until the account is brought current, or special arrangements are made in writing. Past due accounts are also subject to further collection procedures, including the filing of a mechanics lien against the property.

5) The standard of care for all professional engineering and related services performed or furnished by EMC under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. EMC makes no warranties, express or implied, under this Agreement or otherwise, in connection with EMC's services. EMC and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

6) All design documents prepared or furnished by EMC are instruments of service, and EMC retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. These documents are not to be used on other projects or extensions of this project except by written agreement and with appropriate compensation to EMC. Any reuse of documents without specific written verification or adaptation by EMC will be at the client's sole risk and without liability or legal exposure to EMC, and the client agrees to indemnify and hold harmless EMC, its officers, principals, employees and sub-consultants against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from such reuse.

7) This agreement may not be transferred or assigned without the written consent of EMC.

8) EMC shall not be responsible for any act or omission of any architect, other consultant, contractor, or subcontractors or the agents or employees of any of them nor the acts or omissions of other persons performing any of the work of the project.

9) To the fullest extent permitted by law, the Owner and EMC (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that EMC's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by EMC, whichever is greater.

10) If EMC and Client become involved in any adverse legal proceedings (whether in a court of law, arbitration, binding mediation or other similar proceeding) for any purposes, then EMC shall be entitled to recover from Client, in addition to all principal and interest amounts due to EMC from Client, all attorneys' fees and expenses, all expert fees, and all other fees and expenses incurred by EMC.

11) For projects involving construction phase engineering services, it is agreed that the professional services of EMC are limited to review and observation of the work of the contractor(s) to ascertain that such work substantially conforms to the design intent and the Contract Documents. It is further agreed that the Client will defend, indemnify and hold harmless EMC against any claim or suit whatsoever, including but not limited to all payments, expenses, or costs incurred, arising from or alleged to have arisen from any error or omission in the plans, specifications or Contract Documents. EMC agrees to be responsible for its own or its employee's negligent acts, errors or omissions in the performance of professional services provided by EMC on the project.

    EMC shall not at any time supervise, direct, or have control over any contractor's work, nor shall EMC have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor any failure of any contractor to comply with laws and regulations applicable to contractor's work.

    EMC neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between the Owner and such contractor.

Stevenson & Palmer Engineering, Inc.

Albany
Atlanta
Augusta
Savannah

Mr. Bobby Marr
Public Works Director
City of St. Marys
418 Osborne Street
St. Marys, GA 31558

February 5, 2014

**RE: ENGINEERING SERVICES**
**RELOCATION OF WATER & SEWER UTILITIES**
**CR90/COLERAIN ROAD**
**CITY OF ST. MARYS, GEORGIA**

Dear Mr. Marr:

Stevenson & Palmer Engineering, Inc. (SPE) appreciates the opportunity to submit this fee proposal to the City of St. Marys (City) to provide engineering services for the referenced project. Per your request, we have reviewed the January 17, 2014 letter from Karon Ivery, Georgia DOT (GDOT), and the applicable utility plans and have prepared a proposal for assisting the City with the following Scope of Work:

1. SPE will review with the City location of existing water and sewer facilities (facilities) impacting the road relocation. Any changes with be marked on the existing plans.
2. SPE will conduct the necessary surveys/field work to determine the proposed relocation of City facilities.
3. SPE will mark the locations of proposed facilities on GDOT plans. Plan and vertical locations (on the cross-sections) and material type will be included. We will also assist the City in resolving conflicts with other utilities.
4. SPE will prepare a draft Utility Status Letter and application for utility aid for the City to submit to GDOT.
5. SPE will prepare a Utility Reimbursement Estimate Package which will include marked plans, cost estimate, certificates and supporting documents.
6. SPE will prepare a Utility Permitting Application and assist the City with submitting it through GUPS.

The scope of services for this project will be completed within in accordance with GDOT's schedule. Our fee to provide the above-described services will be: **$ 15,000.00**.

If this fee proposal is acceptable, please sign and date below and forward one copy for our files. Please contact our office if you have any questions and we look forward to working with you on this most important project.

Sincerely,

**STEVENSON & PALMER ENGINEERING, INC.**

James C. Vaughn, Jr., P.E.
Vice President

ACCEPTED BY _____ DATE _____

MorelandAltobelliAssociates,Inc
327 Dahlonega St, Suite 1401 • Cumming, Georgia 30041 • 770-781-5531

MA

Thomas D. Moreland, PE CEO | Buddy Gratton, PE President | George M. Byrd, PE Senior Vice President | Vickie E. Moreland CFO | Bradley M. Hale, PE Vice President
L.H. Manchi, PE Vice President | Joe McGrew, PE Vice President | Richard C. Bouffain, PE Vice President | Albert J. Joyner, Jr. Vice President | Henry E. Collins, Jr. Vice President

January 16, 2014

Mr. Bobby Marr
City of St. Marys

**RE: Colerain Road water/sewer relocation**

Dear Mr. Marr,

Moreland Altobelli Associates, Inc. proposes to provide the following services for the referenced project:

**Scope and Deliverables**

1. Relocation plans for water, sewer, and force main for the Colrain Road widening project.
2. Utility submittals, coordination and permitting with GDOT.
3. Assistance applying for utility relocation State aid.
4. The scope does ***not*** include survey, bidding assistance or construction management services.

**Fees**

Please see the attached Work Authorization. Work beyond the scope can be provided at the current MA contracted hourly rates. If this is acceptable, please execute and return the work authorization.

If you have any questions, please call me at 770-781-5531, or my cell phone 770-888-3496.

Thank you for the opportunity to provide this proposal.

Sincerely,

Eric W. Brown, PE
Moreland Altobelli Associates, Inc.
Project Manager
Phone: 770-781-5531
Cell: 770-888-3496

## WORK AUTHORIZATION

TO: Moreland Altobelli Associates, Inc. WORK AUTHORIZATION NO: COSM002

FROM: City of St. Marys, Georgia

DATE: February 5, 2014

**TASK: Construction plans for:**

**Relocation or adjustment of approximately:**
**4800 LF sanitary sewer**
**3400 LF water lines**
**2300 LF force main**

**Utility submittals, coordination and permitting with GDOT.**
**Assistance applying for utility relocation State aid.**

**FEE:** **$29,000**

You are hereby authorized to proceed with the task as detailed above in accordance with the **MASTER AGREEMENT BETWEEN CITY OF ST. MARYS AND MORELAND ALTOBELLI dated May 6, 2013.**

Signed _____ Date 2/5/14_____

*Eric W. Brown, Project Manager*
**for Buddy Gratton, President**
**MORELAND ALTOBELLI ASSOCIATES, INC.**

**ACCEPTED**

Signed _____ Date _____

***CITY OF ST. MARYS***

January 31, 2014

Mr. Robert Marr, E.I.T.
Public Works Director
City of St. Marys
418 Osborne Street
St. Marys, Georgia 31558

**RE: Proposal for Design Services for Water and Sewer Relocation Plans**
**Colerain Road Widening Project, St. Marys, GA**
**CHA Proposal No.: X40507**

Dear Mr. Marr:

CHA is pleased to submit this proposal to provide professional consulting services related to development of water and sewer relocation plans and a utility coordination submission package for portions of the City of St. Marys (City) water distribution and sewer collection system that will be impacted by the proposed Colerain Road Widening Project. We understand that this road widening project is a Georgia Department of Transportation (GDOT) project (GDOT Project Number CSSTP-0007-00(414)) that is locally sponsored by Camden County and will widen Colerain Road from west of I-95 to east of Kings Bay Road. CHA has worked on many locally-sponsored GDOT roadway projects in the past and is very familiar with the GDOT utility coordination process.

In preparation for this proposal, CHA has reviewed a copy of the January 17th utility coordination letter from GDOT to the City that was provided as an attachment to your email dated January 24, 2014. In addition, using the login information you provided, CHA has downloaded from the GDOT File Exchange site and reviewed the relevant portions of the GDOT Utility Plans (dated January 7, 2014 and prepared by Moreland Altobelli). Furthermore, pursuant to our conversations with you on January 24th and January 27th, and your email response to our clarification questions on January 30th, we have developed the following understanding of this project and the City's request for services:

- The City desires assistance from CHA to prepare all five (5) components of the utility coordination package ("2nd Submission Package") requested by GDOT in its January 17th letter;
- The portion of the project that will impact the City's utility systems is roughly from Winding Road south/east to the project termination;
- The City understands that GDOT will not allow existing utility lines to remain under the roadway, so we should assume that all impacted lines need to be relocated;
- The City desires to replace the impacted portions of its water distribution and sewer collection system with in-kind materials (i.e., no upsizing);
- It is the City's intent to ask GDOT to include the relocation work into GDOT's construction contract, however regardless of who performs the relocation work the City and GDOT require full construction plans for the proposed work; and
- The City desires assistance with development of applications for any and all environmental permits necessary to allow construction of the proposed utility relocations.

CHA is prepared to assist the City with the requested utility design and environmental permitting services. Our proposed Scope of Services follows below:

## I. SCOPE OF SERVICES – EXHIBIT A

CHA is prepared to provide water and sewer system design and permitting services to support development of utility relocation plans and a 2nd Submission utility coordination package for submittal to GDOT. Our services will include the following:

- CHA will review the following portions of the GDOT Utility Plans to determine the sections of the City's water distribution and sewer collection systems that are potentially impacted by the proposed project:
    - Colerain Road STA 255+00 to 324+50
    - Winding Road STA 3+75 to 16+30
    - Kings Bay Road STA 4+50 to 15+50

  *Note: Based on our preliminary review of the above plan sections, we anticipate potential conflicts with approximately 3,050 feet of 12-inch water line, 450 feet of 18-inch gravity sewer and 2,100 feet of sanitary sewer force main.*
- CHA will identify and resolve any utility conflicts between the City's existing water and sewer facilities and the proposed road design;
- CHA will develop preliminary utility relocation plans and profiles for City review and approval;
- CHA will support the City in coordinating with other Utility Owners (e.g., gas, electric, telephone and cable TV) to avoid potential conflicts (two meetings with GDOT and other utilities assumed);
- CHA will incorporate City comments/mark-ups and then develop final utility relocation plans and profiles and required details;
- CHA will prepare and upload to the GDOT File Exchange electronic markups of the GDOT Utility Plans, including material types and vertical position of proposed facilities on cross sections, in accordance with GDOT Electronic Data Guidelines;
- CHA will provide technical assistance to the City in development of the following components of the 2nd Submission Package:
    - Letter Regarding Utility Status – CHA will provide technical information to support the City's letter request to include the City's facilities in the GDOT contract;
    - Reimbursement Estimate Package –
        - CHA will develop a detailed cost estimate including pay item numbers for the proposed utility relocation work to be included in the GDOT Let project;
        - CHA will prepare four (4) sets each of stand-alone plans for the water and sewer relocation work
        - CHA will develop an electronic (PDF) copy of the plans and cost estimate
    - Permit Application – CHA will assist the City with gathering the necessary information to file a permit application through the Georgia Utility Permitting System (GUPS), including plans, profiles, cross sections (if applicable) and an updated cost estimate;
    - Retention Request – CHA will provide technical information to support the City's letter request (if applicable) to retain sections of the City's water and sewer systems under pavements
- CHA will assist the City with coordination and submittal of plans and specifications (as necessary) to the Georgia Environmental Protection Division (EPD) for approval of the proposed water and sewer relocations

CHA will provide the following deliverables as part of our scope of work:

- Preliminary utility relocation plan and profile sheets (two hard-copy sets);
- Final utility relocation construction plans and details for City files and filing with EPD (four hard-copy sets);
- Electronic markups of GDOT Utility Plans;
- Stand-alone construction plan sets for water and sewer relocation work (four sets each) to support Reimbursement Estimate Package;
- Detailed cost estimate to support Reimbursement Estimate Package;

CHA has made the following key assumptions related to this scope of work:

- The City will check existing facilities shown on the GDOT Utility Plans and provide CHA with digital or hard-copy mark-ups of any missing and/or incorrect information;
- The City will take the lead role in coordinating with other Utility Owners regarding potential conflicts;
- CHA has budgeted for two (2) utility coordination meetings with the GDOT District Utilities Engineer and other utility owners. If more than two (2) meetings are required, CHA will attend the extra meetings as additional services in accordance with our standard hourly rates.
- The City will be submitting a Reimbursement Estimate Package in accordance with the Contract Item Agreement (CIA) Standard Utility Agreement described on Page 3 of GDOT's January 17th letter.
- The City will compile and upload the final GUPS permit application;
- We assume that any environmental permitting for construction activity within the GDOT R/W, including construction stormwater (NPDES) permitting or Section 404 permitting for wetlands impacts, has been or will be completed by GDOT, and as such these permits will not be required of the City or CHA. If additional environmental permitting beyond the EPD coordination included in our scope of work is required for this project, CHA will identify a scope of work with associated tasks for these additional services and submit a budgetary cost estimate and a proposed work schedule for your written approval.

## II. SCHEDULE – EXHIBIT B

CHA will commence our services upon receipt of a signed contract. We are prepared to perform the above scope of services to support submittal of the 2nd Submission Package to the GDOT District Utilities Engineer no later than April 15, 2014.

## III. FEE – EXHIBIT C

CHA will invoice hourly based on the attached Standard Rate Schedule. Based on the scope of work outlined above, we estimate that the work can be completed for approximately **$56,100.00** including expenses. CHA will invoice monthly, based on actual hours and expenses. In the event that additional work is required in connection with this project, we propose to complete the work on an hourly basis at our rates then in effect. Prior to the start of any new work, CHA will identify a scope of work with associated tasks and submit a budgetary cost estimate and a proposed work schedule for your written approval.

CHA

CHA appreciates this opportunity to work with you. If you should have any questions or require additional information, please feel free to contact Patrick Graham in our Savannah office at 912-335-8366 or 912-429-5796 cell.

Very truly yours,

Michael J. Bianchino
Senior Vice President

Patrick N. Graham, P.E.
Project Development

PG\sc

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CHA

CHA

# *AGREEMENT FOR PROFESSIONAL SERVICES*

THIS AGREEMENT is made this **31st day of January, 2014**, by and between **CHA Consulting, Inc.**, with its principal place of business at **III Winners Circle, Albany, New York 12205** (hereinafter "CHA") and **City of Marys,** with an office located at **418 Osborne Street, St. Marys, Georgia 31558** (hereinafter "Client").

Client and CHA, for the consideration hereinafter set forth, hereby agree as follows:

## *1. Services of CHA*

(a) CHA agrees to provide the professional services described in Exhibit A (hereinafter the "Services") attached hereto and incorporated herein with respect to **Design Services for Water and Sewer Relocation Plans** (hereinafter the "Project").

(b) Any activities or Services not included within the scope of the Services will be considered "Extra Services" and will require additional compensation. CHA shall not be obligated to perform Extra Services unless and until an Extra Services Authorization has been signed and fully executed by both parties.

(c) CHA is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports, and other services furnished by CHA under this Agreement. CHA shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its design, drawings, specifications, reports and other services, unless such corrective action is directly attributable to deficiencies in Client-furnished information. In the case of an omission, CHA shall be responsible only for the additional cost, if any, compared with what the cost of work would have been if it were included in the initial estimates of cost.

## *2. Schedule of Services*

CHA shall use reasonable diligence and expediency consistent with sound professional practices to complete the Services in a timely fashion so as to meet Client's requirements. If Client requests significant modifications or changes in the scope or requests Extra Services, the time for performance shall be correspondingly adjusted. If the parties have agreed to a specific Project schedule and specific milestone dates, such information shall be set forth in Exhibit B attached hereto.

## *3. Responsibilities of Client*

(a) Client shall furnish or make available to CHA any and all of its records, maps, or other data which are pertinent to CHA's work. CHA shall be entitled to use and rely upon, without reverification, the accuracy, reliability and completeness of said records, maps and all other data provided by Client or its employees, agents, officers, or consultants in conjunction with CHA's performance of the Services. Client shall authorize and assist CHA in obtaining any such pertinent information from other public and private sources. When requested by CHA, the Client shall furnish all reasonable assistance necessary for CHA to perform appropriate site investigations.

(b) Client shall provide all criteria and full information as to the Client's requirements for the Project; designate a person to act with authority on the Client's behalf in respect to all aspects of the Project; examine and respond promptly to CHA's submittals; and give prompt written notice to CHA whenever the Client observes or otherwise becomes aware of any defect in the work.

(c) Client shall notify CHA promptly of all known or suspected Hazardous Material at the site, of any contamination of the site by Hazardous Materials, and of any other conditions requiring special care, and provide CHA with any available documents describing the nature, location and extent of such materials, contamination or conditions.



CHA

## 4. Compensation

(a) As compensation for the performance of the Services, Client shall pay CHA its fees and expenses in accordance with Exhibit C.

(b) Client shall reimburse CHA for any application and/or permit fees paid for securing approval of authorities having jurisdiction over the Project.

(c) Invoices will be rendered monthly for Services performed and expenses incurred during the previous month. Supporting documentation and additional detail will be provided upon Client's request. Payments are due at the address appearing on the invoice within 30 days following the invoice date. Invoices not paid within 30 days will accrue interest from the 31st day at the rate of 1% per month (12% per annum). Any late payment will be applied first to interest and then to the oldest outstanding balance due. If Client contests an invoice, Client may withhold only the contested portion and must timely pay the undisputed portion.

(d) In the event that Client disputes any portion of an invoice submitted by CHA, Client shall notify CHA within fourteen (14) days of the invoice date, identify the cause of the disagreement, and timely pay any amounts not in dispute. The parties agree to use their best efforts to resolve the dispute within thirty (30) days of Client's notice to CHA. Client's failure to dispute an invoice within fourteen (14) days of the invoice date shall be deemed a waiver of all claims pertaining to that invoice.

## 5. Termination

(a) This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Client's failure to make payments when due for Services and expenses shall be deemed a material failure permitting CHA to terminate this Agreement.

(b) In the event of termination of this Agreement not caused by the fault of CHA, CHA shall be compensated for Services performed and expenses incurred prior to the date of termination along with all reasonable and necessary expenses attributable to such termination.

(c) Notwithstanding the foregoing, this Agreement shall not terminate for cause if the party in default begins to correct its substantial failure to perform within seven (7) days of receipt of written notice of said substantial failure. Following commencement of the cure, the party in default shall diligently continue to cure within thirty (30) days of the receipt of written notice.

## 6. Suspension

If CHA fails to receive payment when due for Services and expenses, CHA may, upon seven (7) days written notice to Client, suspend performance of the services without further notice. Upon a suspension of Services, CHA shall have no liability to the Client for delay or damage caused by such suspension.

## 7. Estimates of Costs and Schedules

CHA's estimate of construction costs and schedules are for budget and planning assistance purposes only. Cost and schedule estimates are based on CHA's professional judgment of the requirements known at the time of the Agreement. Accordingly, CHA does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluation or studies submitted by CHA to Client.

## 8. Relationship of Parties

CHA is, and shall at all times during the term of this Agreement be, an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.

## 9. Use of Documents

All documents produced by CHA pursuant to this Agreement are instruments of service and shall remain both the Client's and CHA's property. CHA shall provide the Client with reproducible copies of Schematic Design, Design Development and final Bidding Drawings, and copies of reports, cost estimates, specifications, and other final documents that Client may request. Documents or computerized materials provided to Client are for Client's use only, for the purposes disclosed to CHA, and Client shall not transfer them to others or use them or permit them to be used for an extension of Services or any other project or purpose for which they were not prepared, without CHA's express written consent. Client and CHA agree to indemnify and defend one another for any unauthorized use of any document or computerized materials.

## 10. Designated Representative

Both parties shall designate specific individuals to act as their respective representatives for this Project. Such individuals shall have authority to transmit instructions, receive information and render decisions relative to the Project on behalf of each respective party.

## 11. Standard of Care

The standard of care for all professional engineering and related Services performed or furnished by CHA under this Agreement will be the care and skill ordinarily used by the members of CHA's profession practicing under similar conditions at the same time and in the same locality. There are no expressed or implied warranties, including the implied warranties or merchantability and fitness for a particular purpose, not specified herein.

## 12. Jobsite Safety

Neither the professional activities of CHA, nor the presence of CHA or their employees and/or sub-consultants at the construction site, shall relieve Client and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work or construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. CHA and their personnel have no authority to exercise any control over any construction contractor or entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the contractor(s) is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's Agreement with the contractor(s). The Client also agrees that CHA and CHA's consultants shall be indemnified by the contractors and shall be named as additional insureds under the contractor's general liability insurance policy.

## 13. Test Results

Test results apply only to materials actually tested and represent the condition of the tested material only at the time of testing. There are no expressed or implied warranties made or intended by CHA as to the applicability of test results for other than our purposes for preparation of the study or for any time beyond the actual field and laboratory testing. Unless otherwise stated in writing, the Client assumes responsibility for determining whether the quantity and the nature of the services ordered is adequate and sufficient for the Client's intended purposes.

## 14. Insurance

(a) CHA shall procure and maintain: (a) worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed; (b) commercial general liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of $1,000,000 per occurrence for bodily injury and property damage; (c) automobile liability coverage including owned and hired vehicles with a combined single limit of $1,000,000 per occurrence for bodily injury and property damage; and (d) professional liability insurance in the amount of $2,000,000 per claim.

(b) Upon reasonable notice, Client shall provide CHA with copies of the certificates of insurance necessary to demonstrate that all contractors, subcontractors, independent contractors and others on the site have appropriate insurance coverage, including but not limited to commercial general liability, worker's compensation, disability and, where applicable, professional liability coverage.

### 15. Indemnification

(a) CHA shall indemnify and hold harmless Client, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that Client is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of CHA subject to any limitations of liability contained in this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

(b) Client shall indemnify and hold harmless CHA, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that CHA is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of Client.

### 16. Limitation on Liability

The total liability of CHA and its partners, officers, directors, shareholders, employees and agents to Client and any one claiming by, through or under Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the Services of this Agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed the total compensation received by CHA under this Agreement or the total amount of $1,000,000, whichever is greater.

### 17. Assignment of Rights

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or CHA without the prior written consent of the other.

### 18. Use of Subconsultants

CHA may use independent professional associates, consultants or subcontractors in the performance of a portion of the Services.

### 19. Third Party Beneficiary

The Services to be performed by CHA are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on CHA's performance of its Services hereunder. No right to assert a claim against CHA, its officers, employees, agents or consultants shall accrue to any third party as a result of this Agreement or the performance or non-performance of CHA's Services hereunder.

### 20. Waiver of Consequential Damages

In no event shall CHA be liable to Client or the Client to CHA for consequential or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including ones arising out of any breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the performance or non-performance of the contract by Client/CHA.



CHA

## 21. Mediation

The parties, as a condition precedent to commencing litigation (other than for the non-payment of CHA's fees), shall endeavor to resolve their claims by mediation which shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

## 22. Electronic Media

Data, words, graphical representations and drawings that are stored on electronic media such as computer disks and magnetic tape, or which are transmitted electronically, may be subject to uncontrollable alteration. Client agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

## 23. No Waiver

No waiver by CHA or Client of any power, right or remedy hereunder or under applicable law with respect to any event or occurrence shall prevent the subsequent exercise of such power, right or remedy with respect to any other or subsequent occurrence.

## 24. Severability and Reformation

Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

## 25. Integration & Amendments

This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties.

## 26. Force Majeure

CHA shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its control, including, but not limited to: (1) strikes, lockouts, work slowdowns or stoppages; (2) Acts of God; or (3) failure of Client to furnish information in a timely manner.

## 27. Choice of Law/Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of the state where the project is located.

## 28. No Personal Liability

Notwithstanding any other provision of this Agreement to the contrary, CHA's officers, directors, shareholders, partners, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CHA's performance or non-performance of the Agreement. Client will look solely to CHA for its remedy for any claim arising out of or related to this Agreement.



CHA

## 29. Notices

Any and all notices provided for under this Agreement shall be in writing and shall be deemed to have been sufficiently given if personally delivered or if mailed, postage prepaid, by certified or return receipt requested mail addressed to the parties at the addresses set forth above in the preamble. Notice given by certified mail shall be deemed complete on the third business day after mailing.

## 30. Representations

Each party represents and warrants to the other that:

(a) It is duly organized and validly existing in the jurisdiction of its organization and has all the necessary power and authority to execute, deliver and perform this Agreement.
(b) The execution, delivery and performance of this Agreement has received all necessary partnership, corporate or other approvals, and does not conflict with any law, regulation, order, contract or instrument to which such party is bound.
(c) The individual signing on its behalf is duly authorized to execute this Agreement to legally bind such party.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

| | CHA | | CITY OF ST. MARYS |
|---|---|---|---|
| By | | By | |
| Name | Michael J. Bianchino | Name | |
| Title | Senior Vice President | Title | |
| Date: | January 31, 2014 | Date: | |

Rev. 07/13

# CITY COUNCIL MEETING
**February 18, 2014**

**TITLE: Budget Ordinance to increase the Human Resources Budget**

**PURPOSE: Increase funds to cover the Floater Position and balance of Compensation Study**

**RECOMMENDATION:** Approval

**HISTORY/ANALYSIS:** The Council approve at the February 3, 2014 meeting to make the part-time floater position full-time. It is necessary to increase the salaries and benefits to cover the expense. Also, the Compensation Study expense crossed fiscal years. It is necessary to increase the budget to cover the $3,000 which was final payment.

**Department Director:**_____

**City Manager:**_____

AN ORDINANCE TO AMEND THE FISCAL YEAR 2014
BUDGET ORDINANCE, CITY OF ST. MARYS, GEORGIA

BE IT AND IT IS HEREBY ORDAINED by the Mayor and Council of the City of St. Marys, Georgia in regular session lawfully assembled for City purposes:

That it is necessary to amend the FY14 Budget to reallocate funds to cover the salaries of the floater position and to cover compensation study expense that crossed fiscal years.

That the above transaction can be fulfilled by changing the following budget accounts in the General Fund:

| Budget Account | Adopted Budget | Net Change | Proposed |
|---|---|---|---|
| 100-51540-51.1100<br>HR Regular Employees | $ 78,049 | + $ 3,616 | $ 81,665 |
| 100-51540-51.2105<br>HR Group Health/Dental Ins | $ 15,021 | + $ 6,123 | $ 21,144 |
| 100-51540-51.2110<br>HR Group Life Insurance | $ 117 | + $ 39 | $ 156 |
| 100-51540-51.2200<br>HR Social Security | $ 5,971 | + $ 277 | $ 6,248 |
| 100-51540-51.2700<br>HR Worker's Comp | $ 253 | + $ 25 | $ 278 |
| 100-51540-52.3900<br>HR Other Purchased Services | $ 1,500 | + $ 3,000 | $ 4,500 |
| 100-38.001<br>Fund Balance | $381,733 | + $13,080 | $394,813 |

ADOPTED in legal assembly this _____ day of _____, 2014.

CITY OF ST. MARYS, GEORGIA

By:_____
John Morrissey, Its Mayor

Attest:_____
Deborah Walker-Reed, Its City Clerk