



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • MAY 14, 2018

Regular Meeting

City Council Chamber

6:00 PM

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

I. CALL TO ORDER AND WELCOME GUESTS

II. INVOCATION AND PLEDGE TO THE FLAG

1. Girl Scout Troop 30204 -

III. ROLL CALL

Kenneth E Smith Sr
James McClain
Charles Grayson Day Jr.
James W Galloway
Michael J McClain

Mayor
Mayor Pro Tem
Councilman
Councilman
Councilman

IV. CONSENT DOCKET

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

V. GRANTING AUDIENCE TO THE PUBLIC

VI. OLD BUSINESS

1. Discussion on Water-Sewer Ordinance and Rate Structure -

VII. PLANNING AND ZONING

1. Approval Of: Home Occupation, Lamothe Woodworking -

Requesting a home occupation permit to conduct woodworking business out of garage at 131 Wood Valley Drive. These items will be sold via on-line shopping. Planning Commission recommends approval.

2. Approval Of: Variance Permit for Reduction of Side Yard Setback 10 Feet to 8 Feet. -

This land is zoned R-1, remove awning structure and build a garage over the cement slab. Planning Commission recommends approval.

3. Approval Of: Annexation of Parcel 094 007, 113 Acres on Kinlaw Road, Zoned I G. Property Owned by Mr. Jack Gross for Dot's Jack LLC. -

Planning Commission recommends approval.

4. Adoption Of: Ordinance #2018-03 - Annexation of Tax Map 094-007, Mr. Jack Gross -

Planning Commission recommends approval.

VIII. NEW BUSINESS

1. Proclamation: Brunswick Judicial Circuit Crime Victims' Rights Week -
2. Proclamation: Honoring Kids to Parks Day -
3. Proclamation: National Public Works Week, May 20 - 26, 2018 -
4. Approval Of: Scope of Work and Budget, Year 3 (2017-18) Watershed Protection Plan Monitoring -

Nutter and Associates Environmental Consultants. Staff recommends approval.

5. Approval Of: District 12 Officers for 2018-2019 -
6. Approval Of: Camden County Service Delivery Strategy -

Staff recommends approval.

7. Bid Award: Purchase of One Used 4X4 Tractor -

Staff recommends low bid Aim Trac, \$53,000.00.

8. Approval Of: Telecommunications Audit Agreement -

Audit will be on the city's current phone bills only. Fees are based on success:

- If no savings are discovered or if city chooses not to implement anything, cost is zero
- Fees only pertain to the recommendations the city selects
- 50% of Cost Recovery (refunds or credits that come back to the city) (one-time)
- 12 times any monthly service elimination and cost reduction savings, which ensures that the city's ROI will be realized within 12 months of the engagement.

9. Approval Of: FY 2017/18 Mid-Year Budget Revisions -

10. Cancellation of City Council Meeting, Monday, May 28, 2018, Memorial Day. -

IX. EXECUTIVE SESSION - PERSONNEL

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED



City of Kingsland

ORDINANCE NO. 2018-03

AN ORDINANCE TO ANNEX JACK GROSS FOR DOT'S JACK LLC PROPERTY, 113 ACRES, 2160 KINLAN ROAD, KINGSLAND, GEORGIA TAX MAP 094 007

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

WHEREAS, Mr. Jack Gross owner of property has an undeveloped tract on Kinlan Road consisting of 113 acres planned for commercial use requiring water and sewer service; and

WHEREAS, the parcel is adjoining the City of Kingsland at 1953 Kinlan Road;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND that the City of Kingsland annex the property described in attachment 1, Tract number 1 into the City of Kingsland;

Adopted and approved this 14th day of May 2018.

Kenneth E. Smith, Sr., Mayor

ATTEST:

Linda M. O'Shaughnessy, City Clerk



PROCLAMATION

BRUNSWICK JUDICIAL CIRCUIT Crime Victims' Rights Week, May 13 – 19, 2018

- Whereas,** Americans are the victims of 20 million crimes each year, affecting individuals and communities;
- Whereas,** years of investment in crime victims' rights and services have developed a system of victim response that can help victims recover from crime;
- Whereas,** reaching and serving all victims of crime is essential to supporting thriving communities, because those who receive holistic services and support are more likely to remain invested in their communities;
- Whereas,** dedicated victim service providers are working every day to meet the needs of crime victims, yet there are still too many victims without meaningful access to rights and services;
- Whereas,** many victims face barriers-such as isolation, distrust of authorities, language limitations, lack of transportation, or cultural barriers-that keep them from accessing the services and criminal justice systems that can help them recover from crime;
- Whereas,** we must make a dedicated effort to expand the circle of those prepared to respond to victims and link them to the resources that can help them recover;
- Whereas,** engaging a broader array of healthcare providers, community leaders, faith organizations, educators, and businesses can provide new links between victims and services that improve their safety, healing, and access to justice;
- Whereas,** National Crime Victims' Rights Week provides an opportunity to recommit to ensuring that all victims of crime- especially those who are challenging to reach or serve-are afforded their rights and receive a trauma-informed response; and
- Whereas,** City of Kingsland is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for justice for all victims and survivors.

**Now, therefore, I, Kenneth E. Smith, Sr., Mayor of the City of Kingsland
hereby proclaim the week of May 13-19, 2018, as**

Brunswick Judicial Circuit Crime Victims' Rights Week

And reaffirm this City of Kingsland commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and to express our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

City of Kingsland

Kenneth E. Smith, Sr., Mayor

Linda O'Shaughnessy, City Clerk

City of Kingsland



Proclamation

Honoring Kids to Parks Day

WHEREAS, May 19, 2018 is the eighth Kids to Parks Day organized and launched by the National Park Trust; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and

WHEREAS, it is important to introduce a new generation to our nation's parks because of the decline in Park attendance over the last decades; and

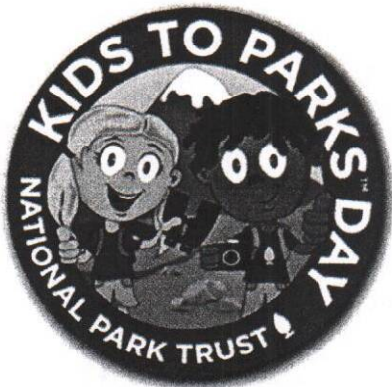
WHEREAS, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

WHEREAS, Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors.

NOW THEREFORE, I Kenneth E. Smith, Sr., Mayor of Kingsland, Georgia, do hereby proclaim to participate in Kids to Parks Day. I urge residents of Kingsland to make time May 19, 2018 to take the children in their lives to a neighborhood, state or national park.

IN WITNESS WHEREOF, I have here unto set my hand this 14th day of May, in the year of our Lord two-thousand eighteen.



City of Kingsland

Kenneth E. Smith, Sr., Mayor

Linda O'Shaughnessy, City Clerk

City of Kingsland



Proclamation

NATIONAL PUBLIC WORKS WEEK MAY 20 – 26, 2018

WHEREAS, public works infrastructure, facilities and services are of vital importance to sustainable communities and to the health, safety and well-being of the people of the City of Kingsland; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees from State and local units of Government and private sector, who are responsible for and must plan, design, build, operate, and maintain the transportation, water supply, water treatment and solid waste systems, public buildings and other structures and facilities essential to serve our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the United States of America to gain knowledge of and to maintain a progressive interest and understand the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2018 marks the 58th Annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Kenneth E. Smith, Sr., along with the City Council of Kingsland, do hereby designate the week May 20th – 26th, 2018, as **National Public Works Week** and I urge all citizens to pay tribute to our public works and public services professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our national health, safety, welfare and quality of life.

SO PROCLAIMED THIS 14TH DAY, MAY 2018.

City of Kingsland

Kenneth E. Smith, Sr., Mayor

Linda O'Shaughnessy, City Clerk



360 Hawthorne Lane
Athens, GA 30606-2152
P (706) 354-7925
F (706) 354-7928
www.NutterInc.com

July 21, 2017

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

Subject: Scope of Work and Budget, Year 3 (2017 – 2018) Watershed Protection Plan Monitoring, City of Kingsland, Proposal No. 17-074.

Dear Mr. Spell:

Nutter & Associates (NAI) is pleased to submit this Scope of Work (SOW) and budget to implement required benthic macroinvertebrate monitoring and 2017 – 2018 (Year 3) annual reporting pursuant to the approved February 2012 Watershed Protection Plan (WPP). Based upon previous monitoring years, NAI has developed a cost proposal for the Year 3 monitoring required to complete the WPP implementation.

As a part of the Georgia Environmental Protection Division (EPD) WPP guidance, as presented in the city's WPP, water quality and bacteriological monitoring are required annually at six stations, while biological monitoring (macroinvertebrates only) is required two years out of every five year period at two stations. Based upon previous monitoring, NAI will be responsible for conducting all biological sampling and the development of the annual status report. City personnel will be responsible for conducting the dry and wet weather and bacteriological sampling events and the associated laboratory analysis. The attached Figure 1 presents the location of the six monitoring stations. A breakdown of the WPP monitoring requirements are included below.

Watershed Protection Plan Monitoring Requirement	Monitoring Year			
	Year 3: 2017-18	Year 4: 2018-19	Year 5: 2019-20	Year 6: 2020-21
Water Quality (6 Stations)				
3 dry weather & 1 wet weather event	✓	✓	✓	✓
2 bacteriological geometric mean determinations (8 individual sample events)	✓	✓	✓	✓
Biological Monitoring (2 Stations)				
Benthic macroinvertebrate communities	✓			✓
Fish sampling	✓			✓
Annual Report (due June 30)	✓	✓	✓	✓

Lee Spell
City of Kingsland
July 21, 2017
Page 2

This SOW includes macroinvertebrate community sampling, the preparation of the annual status report for June 2018, associated data analysis, and project oversight. All applicable guidance and Standard Operating Procedures (SOP) provided in the GA EPD Watershed Protection Plan guidance will be adhered to. NAI will prepare an annual status report for submittal to GA EPD no later than June 30, 2018. The annual status report will detail progress of the implementation schedule outlined in the Watershed Protection Plan, status and results of water quality and biological monitoring, and future scheduling of water quality and biological monitoring events.

Water Quality Sampling

Dry and wet weather and bacteriological monitoring events will be the responsibility of Kingsland personnel. All associated water quality laboratory analysis, including three dry weather, one wet weather, and two bacteriological geometric determinations will be conducted by the city. Dry weather water quality events will be collected as grab samples and should occur at least 60 days apart. The suggested criterion for dry weather events is a period of at least 72 hours since the last rainfall of 0.1 inches or greater. *In-situ* water quality measurements, including water and air temperature, dissolved oxygen (percent saturation and mg/L), pH, salinity, and specific conductivity, will be conducted in conjunction with each dry weather water quality grab sample event.

Wet weather water quality sampling will also be the responsibility of Kingsland personnel. In accordance with EPD criteria, wet weather water quality samples will be conducted as a composite of a series of sub-samples collected over the complete hydrograph of a storm event with total precipitation of at least 0.2 inches. The beginning of the storm event sampling will occur at least 72 hours after the previous storm event. Collection of sub-samples that will form the composite sample will begin during the early rising limb of the hydrograph and will continue for a minimum of three samples into the falling limb of the hydrograph. *In-situ* water quality measurements will be measured for each sub-sample during the wet weather water quality event. When possible, wet weather events will be conducted during summer months (May to October) to assess water quality during "critical conditions" (low flow, high temperature). However, due to unpredictable timing, duration, and intensity associated with convective storms that are typical during summer months in the Kingsland area, sampling during critical conditions may not be possible.

The City of Kingsland will be responsible for the collection of the two bacteriological geometric mean sample events (consisting of eight individual samples). Georgia EPD requires that bacteriological density data for fecal coliform and *Escherichia coli* (*E. coli*) bacteria be collected as a geometric mean based on at least four samples collected within a 30-day period at intervals not less than 24 hours. A minimum of two geometric means are required for the period from May to October. Samples will be collected on a regular schedule on the same day of the week over a four week period (i.e., every Monday for four weeks) regardless of the weather conditions. *In-situ* water quality measurements will be conducted in conjunction with each bacteriological grab sample event.

Lee Spell
City of Kingsland
July 21, 2017
Page 3

Biological Water Quality Monitoring

Benthic Macroinvertebrate Assessment

In accordance with EPD guidance, biological monitoring will be conducted two years out of every five year period utilizing the most recent Standard Operating Procedures (SOPs). Biological monitoring will be conducted by NAI personnel and includes benthic macroinvertebrate community assessments only. NAI will coordinate with Kingsland personnel to ensure the second dry weather water quality sample event will be conducted during the benthic macroinvertebrate monitoring. The conditions of each monitoring site will be photo documented during each biological sampling event.

Benthic macroinvertebrate sampling will be conducted during December 2017 and will utilize the most recent version of the Georgia EPD Macroinvertebrate Biological Assessment of Wadeable Streams in Georgia - low gradient protocol (GA EPD, 2007). A physical habitat assessment, stream discharge, a Wolman pebble count, and channel cross-sectional survey will be conducted as part of the macroinvertebrate community assessment.

Multi-metric Indices (MMI) will be calculated for each site and all required laboratory and field sheets will be completed and submitted with the annual status report. Results of the Year 3 macroinvertebrate assessment will be compared to previous sampling periods to determine long-term biological monitoring trends within the Kingsland area.

Annual Status Report

An annual status report, which summarizes the results of the water quality and biological monitoring, will be submitted to the GA EPD no later than June 30, 2018. In accordance with WPP guidance, the report will be submitted along with a signed and dated certification statement from the city. The report will provide a brief summary and evaluation of best management practices (BMPs) implemented in accordance with the WPP. A brief discussion summarizing the analytical and physiochemical monitoring and comparison of the water quality results to the State of Georgia water quality standards will also be included in the status report. The sample results from Year 3 monitoring period will also be compared to previous monitoring years to determine long-term water quality trends within the Kingsland area. For the biological monitoring and habitat assessment results, the report will include a discussion of the macroinvertebrate community of each site including the MMI scores, a discussion of the partible substrate characterization or pebble count for each site, and an evaluation of the physical and habitat components of the bioassessment for each site. These results will also be compared to previous biological monitoring assessments to determine long-term trends for the enthic macroinvertebrate community within the Kingsland service area. Finally, the report will include any proposed changes to the city's WPP. A hardcopy and electronic version of the assessment report will be provided to GA EPD along with field and laboratory datasheets, site taxa lists, worksheets used to calculate the MMI scores, and sample site photos. All *in-situ* and analytical water quality data will also be reported and sent to EPD utilizing the newly updated Watershed Assessment Data Template.

Lee Spell
City of Kingsland
July 21, 2017
Page 4

Schedule

The first dry weather water quality monitoring event will be conducted in August 2017. The second dry weather water quality event will be conducted in December and at the same time as macroinvertebrate sampling. The final dry weather event will be conducted in April 2018. Ideally, wet weather water quality sampling will be conducted between July and October 2017. The first round of bacteriological sampling (4 individual samples) will be conducted in July and the second round will be conducted in October 2017. The Year 3 annual status report will be submitted to GA EPD no later than June 30, 2018 following review and approval by the City. The table below presents the proposed Year 3 schedule for fieldwork, sampling, and report preparation for the City of Kingsland WPP long-term monitoring.

Monitoring Requirement	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Water Quality¹												
Dry Weather Event #1												
Dry Weather Event #2												
Dry Weather Event #3												
Wet Weather Event #1												
Bacteriological¹												
Geometric Mean #1												
Geometric Mean #2												
Biological²												
Macroinvertebrates												
Physical Habitat / Geomorphology												
Reporting³												

1 Water quality and bacteria sampling will be conducted annually.

2 Biological monitoring will be conducted two years for every five year period.

3 Annual status reports will be completed annually and submitted to GAEPD no later than June 30th.

Budget

The annual not-to-exceed cost to conduct biological monitoring at two stations and prepare the annual status reports is \$12,885. The costs detailed below include labor and travel expenses necessary to complete the Year 3 biological monitoring requirements. All external laboratory costs associated with water quality and bacteriological sample analysis will be the responsibility of the City. The costs detailed below will include work to be completed for Year 3 monitoring only. A cost breakdown per task is provided below.

Lee Spell
City of Kingsland
July 21, 2017
Page 5

Task	Cost
Biological Sampling	
Benthic Macroinvertebrate Assessment	\$6,140
Annual Status Report	
Annual Reporting (Due June 30, 2018)	6,745
TOTAL COST	\$12,885

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

Time Line

Following approval of this SOW and budget, we will begin the coordinating implementation of the WPP with the City of Kingsland. Water quality monitoring will continue through late spring 2018 and will culminate in the submittal of the Year 3 annual monitoring report due no later than June 30, 2018.

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

Sincerely,

NUTTER & ASSOCIATES, INC.

Erin M. Harris, CPESC, CPSS
Project Scientist

Tony S. Greco, PWS
Principal, Project Scientist

Enclosures

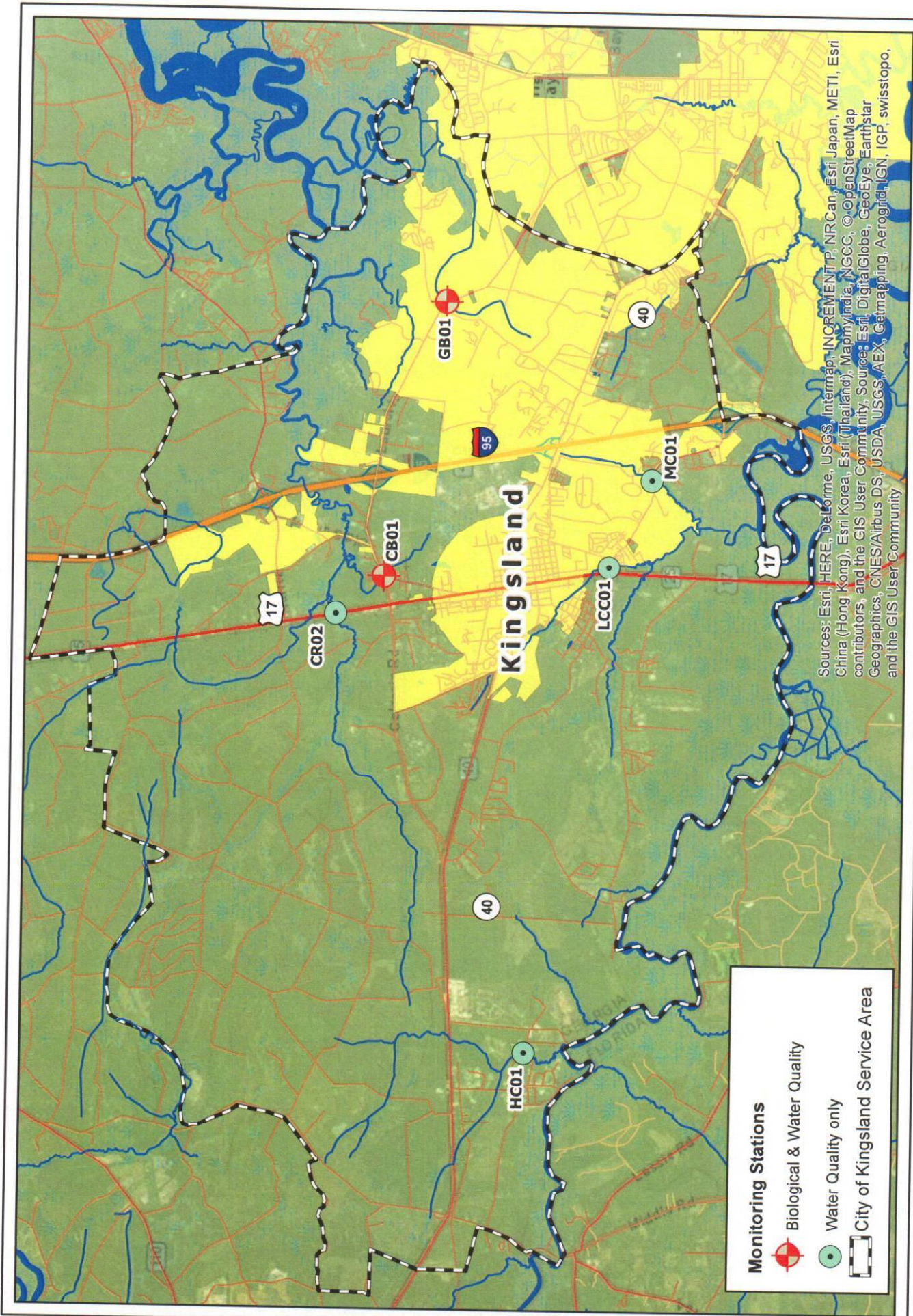


Figure 1. Water quality monitoring stations within the Kingsland service area.

Proposal No. & Date	17-074 July 21, 2017
Project Name	City of Kingsland Year 3 (2017 – 2018) Long-term Monitoring
Project Location	Kingsland, GA
Description of Services	Watershed Protection Plan Monitoring benthic macroinvertebrate sampling and annual status report
Cost of Services	\$12,885
Client Name	City of Kingsland
Address	107 South Lee St. Kingsland, GA 31548
Telephone No.:	_____
Cellular No.:	_____
Fax No.:	_____
E-Mail:	_____

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

Authorized by:

Signature

Authorized Name

Send Invoices to attention of:

Invoices should be mailed/emailed to:

TERMS AND CONDITIONS

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

1. Payment Terms. Client shall pay all amounts due to Nutter & Associates, Inc. ("Nutter & Associates") upon receipt of each invoice from Nutter & Associates. Any amounts not paid by Client within thirty (30) days of the date of such invoices shall accrue interest at a rate of one and one half percent (1.5%) per month until such time as such amounts are paid in full. Client shall be responsible for all reasonable attorneys' fees incurred by Nutter & Associates in connection with the collection of any amounts properly due and payable to Nutter & Associates in accordance with the terms of the Proposal and these Terms and Conditions.
2. Performance Standard. Nutter & Associates shall perform the Services using the care and skill ordinarily exercised by organizations performing services in the fields of soil and hydrologic evaluation, ecosystem evaluation and land treatment in the same or similar locality as the location where the Services are rendered. Client hereby acknowledges that Nutter & Associates makes no other representation or warranty with respect to the Services. Client further acknowledges that any oral or written reports furnished by Nutter & Associates shall not be construed as any representation or warranty with respect to the Services. NUTTER & ASSOCIATES HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. Limitation of Liability. Client hereby agrees that Nutter & Associates' total aggregate liability for any damages incurred by Client in connection with Nutter & Associates' performance of or failure to perform the Services shall not exceed the greater of (i) Fifty Thousand and No/100 Dollars (\$50,000.00) or (ii) Nutter & Associates total fee for the Services. IN NO EVENT SHALL NUTTER & ASSOCIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, PUNITIVE OR RELIANCE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SAVINGS OR REVENUES OR INCREASED COST OF OPERATIONS, REGARDLESS AS TO THE NATURE OF CLIENT'S CLAIM AGAINST NUTTER & ASSOCIATES.
4. Insurance Coverage. Nutter & Associates shall maintain the following insurance coverages during the period in which the Services are performed: (i) worker's compensation and employer's liability insurance coverage with coverage limits which conform to the requirements of applicable law; (ii) comprehensive general liability insurance coverage on an occurrence basis in an amount not less than \$1,000,000.00 per claim with an aggregate limit of not less than \$2,000,000.00; and (iii) automobile liability insurance coverage for both bodily injury and property damage with a combined single limit of \$1,000,000.00. Nutter & Associates shall provide Client with a certificate of insurance evidencing the aforementioned insurance coverages upon request by Client.
5. Damage to Man-Made Objects. Client shall be responsible for disclosing the presence and accurate location of all underground or otherwise hidden man-made objects which might interfere with field tests or boring to be performed by Nutter & Associates as part of the Services. Client hereby agrees to indemnify and hold Nutter & Associates harmless from and against all claims, suits, losses, personal injury, death and damage to property ("Indemnified Claims") resulting from unusual subsurface conditions or damage to subsurface structures or objects owned by client or any third parties in connection with Nutter & Associates' performance of the Services where such unusual subsurface conditions or the presence of such subsurface structures or objects are not disclosed by Client to Nutter & Associates in writing prior to the performance of the Services. Client's obligation to indemnify Nutter & Associates in accordance with this Section 5 shall include all expenses incurred by Nutter & Associates in connection with Indemnified Claims, including, without limitation, Nutter & Associates' reasonable attorney's fees.
6. Damage to Work in Place. Client hereby acknowledges that there is the possibility of the occurrence of certain events or conditions which may affect work performed by Nutter & Associates as part of the Services ("Work in Place") and which are outside of the control of Nutter & Associates. Client further acknowledges and agrees that the occurrence of any of the following events and conditions shall not obligate Nutter & Associates to re-perform or replace any Work in Place:
 - (a) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) events which cause damage to Work in Place, including, but not limited to: (i) failure of any structures installed as part of the Work in Place; (ii) the erosion of or failure of any stream banks; (iii) the erosion or displacement of existing or planted vegetation within stream channels, riparian valleys or riparian zones; or (iv) wind damage to existing or planted vegetation within stream channels, riparian valleys or riparian zones;
 - (b) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) which cause physical modification of any stream channels;
 - (c) The cutting and/or removal of either existing vegetation or vegetation planted by Nutter & Associates within the stream channel, riparian zone or riparian valley adjacent to or upstream from the Work in Place; and
 - (d) Drought conditions which inhibit or permanently damage the vegetative success of vegetation.

In the event any Work in Place is damaged or destroyed as a result of the occurrence of any of the aforementioned events or conditions, Client may request that Nutter & Associates perform such work as may be necessary to correct such damage or destruction. Nutter & Associates shall provide Client with a new proposal for the performance of such work, and Client may but shall not be obligated to engage Nutter & Associates to perform such work in accordance with the terms of the new proposal.
7. Governing Law. The Proposal and these Terms and Conditions shall be governed by the laws of the State of Georgia.
8. Entire Agreement. The Proposal and these Terms and Conditions constitute the entire agreement between Nutter & Associates and Client with respect to the Services. The Proposal and these Terms and Conditions supersede all prior agreements, proposals, representations, statements or understandings, whether written or oral concerning the Services.
9. Binding Effect. The Proposal and these Terms and Conditions shall be binding upon any successors and assigns of Nutter & Associates and Client.

ELECTION OF GMA'S DISTRICT 12 OFFICERS FOR 2018-2019

BALLOT

The following city officials have been nominated as GMA's District 12 Officers for 2018-2019:

- President Cornell Harvey, Mayor, Brunswick
- First Vice President Ken Lee, Mayor, Rincon
- Second Vice President Hugh "Bubba" Hodge, Mayor, Darien
- Third Vice President Debbie Johnson, Councilmember, Port Wentworth

**No additional nominations were received by the April 23, 2018 deadline.*

If your city is in favor of the proposed slate of officers, please check here: _____

If your city is opposed to the proposed slate of officers, please check here: _____

Please provide the following information:

City: _____

Name of person submitting ballot: _____

Signature: _____

Please mail or email ballot by June 1, 2018 to:

Imani Beckles, Georgia Municipal Association, P.O. Box 105377, Atlanta, GA 30348;
Email: ibeckles@gmanet.com.



BID TABULATION
Use 110 HP 4X4 Tractor
Thursday, May 3, 2018 @ 2:00 PM

Vendor	Year	Make-Model	Hours	ETA	Cost of Delivery	Total Cost
AimTrac	2015	Case IH Maxxum 110	2965	05/07/2018	N/A	\$53,000.00
Ag-Pro Mershon	2015	John Deere 6130R	2372	Within 10 Business Days	N/A	\$67,474.92

*RFP was advertised on the City and GMA websites.



SPYGLASS EXECUTIVE SUMMARY

Company Overview – The SpyGlass Group, LLC

- ◆ Specialized cost consulting firm focused on auditing telecommunications service billing (local and long distance voice billing, internet and data line billing, including T1s, and wireless billing).
- ◆ Totally vendor independent with no agency or distributor relationships with carriers.
- ◆ Organizations that engage SpyGlass typically have one or more of these concerns:
 - ◆ They desire cost savings and more transparency into the complex bills they receive.
 - ◆ They are interested in identifying the services they pay for but don't use.
 - ◆ They don't feel their carriers have their best fiscal interests in mind.
- ◆ Actively operating in all 50 states and Canada with more than 8,000 clients

The SpyGlass Process for Your Organization

- ◆ SpyGlass' proprietary analytical process will identify opportunities in the following areas:
 - ◆ Recovery of past bill mistakes - billing inconsistent with contracts or tariffs
 - ◆ Elimination opportunities - usage analysis to uncover dormant services
 - ◆ Cost reduction opportunities – overall optimization of the cost center
 - ◇ Consolidation and volume leveraging
 - ◇ Geographic market analysis to streamline rate structures
 - ◇ Slamming and cramming identification
 - ◇ Fraud, tariff, and tax analysis
- ◆ Steps of the audit process
 - ◆ Kickoff to collect materials needed (2 months billing and Letter of Agency)
 - ◆ Analysis completed at SpyGlass HQ and takes SpyGlass four weeks to complete
 - ◆ Findings are presented to client along with account inventories
 - ◆ Client determines which recommendations it would like to implement
 - ◆ SpyGlass performs all implementation work
- ◆ Success based fees
 - ◆ If we don't find anything or you choose not to implement anything, you pay zero
 - ◆ Fees only pertain to the recommendations your organization selects
 - ◆ 50% of Cost Recovery (refunds or credits we are bringing back in the door)
 - ◆ 12 times any monthly service elimination and cost reduction savings, which ensures that your ROI will be realized within 12 months of the engagement.

Why Organizations Need SpyGlass

- ◆ Organizations struggle to find these savings on their own because the bills only provide about 25% of the data needed to control the cost center. SpyGlass can get the rest of the data
- ◆ Carrier billing statements are notoriously vague and difficult to understand
- ◆ Organizations cannot use their own providers to find these savings because their providers aren't financially motivated to audit their own billing. This is taking money out of their own pockets. On the other hand, SpyGlass is only compensated if savings are found

"From beginning to end, SpyGlass was very professional and delivered what was expected. As promised, the audit process was non-invasive and a minimal time commitment on our end...After getting basic starting materials into your hands, SpyGlass definitely did all the heavy lifting while we focused on other priorities in our business. The recoveries and savings generated were a very welcomed result...SpyGlass certainly assisted with this by uncovering various opportunities to recover past over-billings by our providers and correcting inefficiencies that will save us money for years into the future." - Bel S. Klockenga, CFO, The Village Network

SpyGlass has thousands of clients, including:

*Cleveland Clinic
American Airlines
Medical Mutual of Ohio
Gund Arena Companies
Bank of Kentucky
Classified Ventures
Providence Bank
University of St. Francis
Valparaiso University
Grayslake School District 46
Village of Lake Zurich
Milwaukee Area Technical College
Waukesha Emergency Medical Products
Allied Mortgage Group
Pennsylvania Ballet
Alderfer Meats
Coordinated Health Systems
Oaklawn Community H.S. District 229
The Salem Group
City of Countryside
The Christ Hospital
Xavier University
Hamilton County
Ashland University
County of Dauphin
Kahn-Lucas Inc.
Greater Hazelton Health Alliance
Children's Service Center Wyoming Valley
National Federation of the Blind
Homewood Retirement Centers
City of Aberdeen
Kokosing Construction Co.
Ohio School Boards Association
Harsco Metal Americans
Midway Products Group Inc.
Easter Seals of Delaware
Township of Lacey
Children's Home Society of New Jersey
Modern Maturity Center Inc
The Reybold Group*

SpyGlass

25777 DETROIT RD, STE 400 * WESTLAKE, OHIO 44145 * 800.466.2186

WWW.SPYGLASS.NET

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **City of Kingsland** ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. Primary Audit Services. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (local voice, long distance voice, data, Internet, and wireless) to seek cost recovery, service elimination and cost reduction recommendations. Auditor will deliver the recommendations to Company, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. Fees. Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. Invoicing and Payment. Fees for Cost Recovery are due as a one-time payment within 30 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. However, fees for Service Elimination Savings and Cost Reduction Savings are due in two (2) installments, the first of which is due within thirty (30) days after verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed, and the second of which is due within thirty (30) days after October 1st, 2018. The amount of the first installment will be equal to the amount of Service Elimination Savings or Cost Reduction Savings, as applicable, that Company will realize after implementation through September 31st, 2018. The amount of the second installment will be equal to the remainder of fees owed to Auditor as calculated under this Agreement. In no event, will both installments together be greater than 12 times the Service Elimination Savings and Cost Reduction Savings as provided for in Section 2 hereof.

4. Miscellaneous. This agreement is governed by the laws of the State of Georgia, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY

City of Kingsland

Signature: _____

Print Name: _____

Date: _____

AUDITOR

The SpyGlass Group, LLC

Signature: _____

Print Name: Edward M. DeAngelo

Date: _____

Attachment: City of Kingsland Agreement5-8-18 (2140 : Approval Of: Telecommunications Audit Agreement)

**City of Kingsland
Proposed Mid-Year Revisions
FY 2017-18 Budget**

8.9.a

	Department	FY 17-18 Original Budget	FY 17-18 Mid-Year Requestd Revised Budget	Variance from FY 17-18 Original Budget to FY 17-18 Requested Revised		Reason for Change From Original Budget to Recommended Revised Budget
				% Change	\$ Increase/ Decrease	
General Fund	General Fund Revenues	\$10,614,080	\$10,546,415	-0.64%	-\$67,665	Contingency change from \$213,327 to \$331,339 due to increases in building permits.
	Administration	\$1,464,606	\$1,264,606	-13.66%	-\$200,000	Reduced cash carry forward by \$200,000 and related transfers out to loan for amount paid down on KDA loan in prior year.
	Information Technology	\$256,998	\$257,011	0.01%	\$13	Change in capital outlay request to recurring software maintenance. Annual recurring software amount is \$17,976 for off site storage, Thinkgard. 90% GF, 10% WS
	Finance	\$293,609	\$293,609	0.00%	\$0	No overall change.
	Municipal Court	\$427,159	\$425,059	-0.49%	-\$2,100	Reduction in supplies.
	Police	\$3,037,263	\$3,037,263	0.00%	\$0	No overall change.
	Fire	\$2,046,549	\$2,086,549	1.95%	\$40,000	Request to change out kitchen piping (\$10,000) in Fire House 3. Request for one pick up truck with installed equipment (\$30,000) (for use in hurricane & disaster response) funded by public safety 1 Mill.
	Public Works	\$1,950,865	\$1,927,275	-1.21%	-\$23,590	Reduction in capital outlay for gradall, actual price came in lower.
	Planning & Zoning	\$522,307	\$522,307	0.00%	\$0	No overall change.
	Economic Development	\$114,315	\$114,315	0.00%	\$0	No overall change.
	Fleet Services	\$287,082	\$287,082	0.00%	\$0	No overall change.
	General Fund Total Expenditures	\$10,400,753	\$10,215,076	-1.79%	-\$185,677	

Attachment: Council Summary FY17-18 Budget Revisions (2139 : Approval Of: FY 2017/18 Mid-Year

**City of Kingsland
Proposed Mid-Year Revisions
FY 2017-18 Budget**

8.9.a

	Department	FY 17-18 Original Budget	FY 17-18 Mid-Year Requestd Revised Budget	Variance from FY 17-18 Original Budget to FY 17-18 Requested Revised		Reason for Change From Original Budget to Recommended Revised Budget
				% Change	\$ Increase/ Decrease	
Solid Waste	Solid Waste Revenues	\$1,004,278	\$1,019,778	1.54%	\$15,500	Contingency change from \$99,917 to \$115,417 due to increase in recycling revenues.
	Expenses	\$904,361	\$904,361	0.00%	\$0	No overall change.
Water/Sewer Fund	Revenues for Water/Sewer Fund	\$6,434,500	\$6,838,250	6.27%	\$403,750	Contingency change from \$373,115 to \$746,330 due to increases in tap and capital recover revenues.
	Administration	\$528,542	\$528,542	0.00%	\$0	No overall change.
	Information Technology	\$37,045	\$37,180	0.36%	\$135	Change in capital outlay request to recurring software maintenance. Annual recurring software amount is \$17,976 for off site storage, Thinkgard. 90% GF, 10% WS
	Finance	\$167,520	\$167,520	0.00%	\$0	No overall change.
	Fleet Services	\$98,196	\$98,096	-0.10%	-\$100	Reduction in purchased contracted/services.
	Operations	\$5,230,082	\$5,260,582	0.58%	\$30,500	Increase in supplies and debt service (GEFA loan).
	Water/Sewer Fund Total Expenses	\$6,061,385	\$6,091,920	0.50%	\$30,535	

Attachment: Council Summary FY17-18 Budget Revisions (2139 : Approval Of: FY 2017/18 Mid-Year

**City of Kingsland
Proposed Mid-Year Revisions
FY 2017-18 Budget**

8.9.a

Department	FY 17-18 Original Budget	FY 17-18 Mid-Year Requestd Revised Budget	Variance from FY 17-18 Original Budget to FY 17-18 Requested Revised		Reason for Change From Original Budget to Recommended Revised Budget
			% Change	\$ Increase/ Decrease	
Confiscated Assets Fund	\$40,025	\$40,025	0.00%	\$0	Federal, State, & CISCO confiscated funds. No change.
Multiple Grant Fund	\$242,928	\$242,928	0.00%	\$0	Based on grants expected. No change.
Georgia Gateway CID Fund	\$11,500	\$11,500	0.00%	\$0	Based CID millage for community improvement district. No change.
TAD #1 Fund	\$1,800	\$1,800	0.00%	\$0	Based on incremental tax value in tax allocation district. No change.
CVB Fund (Tourism)	\$508,700	\$526,895	3.45%	\$18,195	Revenues are based at 44% of estimated Hotel/motel tax revenues & merchandise sales. Increase for CCBOC hotel/motel tax contract. Request to increase current part-time position to full time based on increased work load supported by increased revenue.
Hotel/Motel Tax Fund	\$965,910	\$965,910	0.00%	\$0	Based on hotel/motel tax revenues anticipated. No change.
Downtown Development Authority Fund	\$21,200	\$21,200	0.00%	\$0	Funded by DDA fundraising events. All expenses paid directly from the DDA checking account. No change.
Kingsland Development Authority	\$530,127	\$330,127	-60.58%	-\$200,000	Special Revenue Fund used to account for the blended component unit whose purpose is to finance construction of City's public buildings. Decrease in loan payment for portion of KDA loan paid down in prior year.
SPLOST Fund #7	\$3,009,453	\$3,009,453	0.00%	\$0	Based on funds available for projects outlined in the SPLOST VII agreement. No change.
General Debt Service	\$707,669	\$507,669	-39.40%	-\$200,000	Based on current lease payments for governmental funds. Decrease in loan payment for portion of KDA loan paid down in prior year.
Debt Service Revenue Bond	\$164,205	\$164,205	0.00%	\$0	17% of the hotel/motel tax is accounted here for the bond payment of the welcome center. No change.

Attachment: Council Summary FY17-18 Budget Revisions (2139 : Approval Of: FY 2017/18 Mid-Year