



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • MARCH 11, 2019

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. Pastor Matthew Pettus -

III. ROLL CALL

Charles Grayson Day Jr.
Alex Blount
James W Galloway
Michael J McClain
Lamar Stokes

Mayor
Mayor Pro Tem
Councilman
Councilman
Councilman

IV. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular Council Meeting
 1. City Council - Regular Meeting - Feb 25, 2019 6:00 PM -
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

V. PRESENTATION

1. Announcement: 2019 GDOT Local Maintenance & Improvement Grant -

The city received \$215,569 in grant funding from the Georgia Department of Transportation's Local Maintenance & Improvement Grant (LMIG) program. The LMIG program has been developed in cooperation with ACCG, GMA, and others. Georgia DOT remains committed to help local governments achieve much-needed improvements to the state's roadway network. The City uses these funds to enhance our road resurfacing and sidewalk installation and maintenance programs.

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. PLANNING AND ZONING

1. Approval Of: Variance for Reduction in Square Footage Lot Requirement. Lot Currently Does Not Meet Square Footage Requirement for R-1 Zoning. Immediately Adjacent North Lot is Under Minimum Size Requirement. Lot was Zoned for Habitat Home Construction. Adjacent Home (Habitat) is Located on Same Size Lot. Home Will Meet All Setback Requirements. -

Planning Commission recommends approval.

2. Approval Of: Preliminary Plat Laurel Landing 5G. Preliminary Plat for the Final 9 Lots in the Laurel Island Development. Thomas Court, Map and Parcel Number 120 022, Current Zoning is PD (R-2), 5.95 Acres. -

Planning Commission recommends approval.

3. Approval Of: Home Occupation Day Care, 142 Cedar Circle Drive. Ms. Brenda Johnson is Requesting a Residential Business Permit for "Brenda's Little People Big Love Daycare", Zoning is R-1. Childcare for No More Than 4 Children During Normal Working Hours and Occasionally Evening Times. -

Planning Commission recommends approval.

IX. NEW BUSINESS

1. Approval Of: Legal Services Engagement Agreement -

An engagement agreement for legal services related to maintenance of privately owned sections of Gum Branch in the Laurel Marsh subdivision.

2. Approval Of: Wetland Mitigation Credits for Gross Road Drainage Improvements -

The purchase of 6.16 wetland mitigation credits @ \$1,800.00 per credit for a total of \$11,088.00 for the continuation of Gross Road (Gum Branch) drainage improvements project.

3. Approval Of: Utility Easement Parcel 095 009N -

A general utility easement and agreement on parcel 095 009N, Jack L. Gross, LLC.

4. Bid Award: for the Purchase of One (1) Hydraulic Excavator -

This item is budgeted at \$175,000 (40% General Fund/ 60% Water & Sewer Fund).
Staff recommends low bid Low Country Machinery, JCB, JS145, total cost \$119,500.00.

5. Bid Award: for the Purchase of Two (2) Commercial Zero Turn Mowers -

This item is budgeted for \$11,500 each for a total of two mowers at \$23,000 in the General Fund. *Public Works Director, Bill Coleman recommends second low bidder, Tri-Lane Equipment, EX MARK @8,615.00 each.*

6. Bid Award: Asbestos Testing -

This is a component of the GEMA/FEMA Property Acquisition Grant award. Asbestos testing is required prior to the closing for the acquisition of the four flood prone properties. This is part of the local match portion of the grant funded in SPLOST VII. *Staff recommends low bid, Regulatory Compliance Services, Inc., total cost \$1,454.25.*

7. Bid Award: Property Appraisal Services -

This is a component of the GEMA/FEMA Property Acquisition Grant award. A FEMA qualified appraisal by a state certified general appraiser is required prior to the closing for the acquisition of the four flood prone properties. This is part of the local match portion of the grant funded in SPLOST VII. *Staff recommends Collins Appraisals, total cost, \$1,700.00.*

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED

ROBERTS | TATE LLC

ATTORNEYS AT LAW
CLIENT FOCUSED. RESULT DRIVEN.

PO Box 21828
2487 DEMERE ROAD, SUITE 400
ST. SIMONS ISLAND, GEORGIA 31522
PHONE: (912) 638-5200
FAX: (912) 638-5300

February 22, 2019

Via Electronic Mail to
lsPELL@kingslandgeorgia.com

Lee Spell, City Manager
City of Kingsland
P.O. Box 250
Kingsland, GA 31548

Re: Engagement Letter

Dear Lee:

Please allow this letter to confirm that you have engaged the services of this firm to represent the City of Kingsland in connection with research and opinion concerning potential gratuities clause violation for drainage work on private property. The purpose of this letter is to confirm our engagement, to describe how the firm will be handling this assignment, and to confirm our fee arrangement.

I will be the attorney primarily responsible for working on this matter. Please feel free to call me if you have any questions or concerns. My standard hourly rate is \$350.00 per hour. The involvement of other attorneys in the firm, however, may be necessary to best serve you. The hourly rate for any other attorney who performs work on this file will range from \$275.00 per hour for work performed by an associate to \$350.00 per hour for work performed by another partner. The hourly rate for any work performed by a Paralegal is \$100.00. Each attorney who performs work on this matter, including myself, will keep track of their time on a daily basis and the firm will send you a monthly statement detailing the time spent and work performed on this matter. Payment of each monthly bill will be required within thirty days of the date of billing. Payments not made within 30 days will accrue interest at the rate of 1% per month until paid.

In addition to the fees described above, you will also be responsible for all expenses related to this matter. These expenses may include, but are not limited to, physical and electronic storage fees, administrative fees, expert fees, research, investigation, service, postage, telephone, photocopying, mileage, and messenger charges, as well as any other charges reasonably incurred in connection with this firm's representation, including a \$25.00 monthly administrative fee.

Attachment: LTR-Engagement Letter- (2578 : Approval Of: Legal Services Engagement Agreement)

Engagement
Page 2

The firm has agreed to represent you in this matter and does not extend to third persons. The firm's representation is limited to the matter described above. The firm owes no duty of ongoing representation after the completion of this matter. Any further representation is not a part of this engagement and must be covered by a separate agreement.

You have the right to terminate our engagement at any time; however, termination will not relieve you of responsibility for legal fees or out-of-pocket expenses which have already accrued. The firm also has the same right to terminate the engagement and may discontinue providing legal services if you fail to pay bills promptly, if you misrepresent or fail to disclose any material facts in the course of my representation, or if anything else occurs that impairs the attorney-client relationship.

By signing this letter, you acknowledge acceptance of these terms. By your signature affixed hereto, you understand and agree that this Engagement Letter constitutes a valid and binding contract and creates a formal legal contractual relationship with ROBERTS TATE, LLC, to be governed under the laws of the State of Georgia. If you agree with these terms, please sign the letter and return it to my attention.

Thank you for allowing the firm the opportunity to assist you with this matter. I look forward to working with you and I am confident that you will be pleased with our service. Should you require any additional information, please don't hesitate to contact me.

With best regards, I am

Very truly yours,



James L. Roberts, IV
ROBERTS TATE, LLC

AGREED AND ACCEPTED:
City of Kingsland

By: _____
Signature

Printed Name: _____
Please Print

Its: _____

Attachment: LTR-Engagement Letter- (2578 : Approval Of: Legal Services Engagement Agreement)



MITIGATION MANAGEMENT

ESTIMATE

Coastal River Basin Group, LLC
1551 Jennings Mill Road
Suite 1800-B
Watkinsville, GA 30677

City of Kingsland
Lee H. Spell
107 South Lee Street
Kingsland 31548

CC: Patrick Davies, Red Oak Environmental

Estimate Date: Feb 22, 2019

Mitigation Bank(s): Offerman (Marshlands, Inc., Offerman), ,

Subject: Gross Road Drainage Project Credit Estimate

Description	Quantity	Cost per Credit	Total
Wetland	6.16	\$1,800.00	\$11,088.00

TERMS

We will honor the pricing of this estimate for 30 days. Credits will not be reserved until a Statement of Credit Availability (SOCA) has been signed between the Purchaser and Seller. We require a 10% reservation fee if the credits are not purchased within 6 months from signing the SOCA. In order to finalize a credits purchase, the USACE permit must be reviewed to confirm that the proposed credit purchase is consistent with current USACE requirements and the signed SOCA has been submitted. Please contact us when you know the timing of the purchase and if you have any questions about this estimate or the 10% reservation fee.

Thank you,

Matt Peevy
matt@mitigationcredits.com
(404) 376-4698

Katherine Ostenson
katherine@mitigationcredits.com
(404) 433-0539

STATEMENT OF CREDIT AVAILABILITY**APPLICATION INFORMATION**

Permit Type: Nationwide
USACE Permit Number: SAS- -
Project Name: Gross Road Drainage Project
Applicant: City of Kingsland
County: Camden (GA)
Impacted HUC: 3070203

CREDIT NEED

Stream Credit Type:
Stream Credits Needed:

Wetland Credit Type: Depressional/Flat
Wetland Credits Needed: 6.16

MITIGATION BANK NAMED

Bank Name: Offerman (Marshlands, Inc., Offerman)
Bank Permit Number: SAS- 2003-05330
Primary Service Area HUC(s): 3070201, 3070202, 3070203, 3070204
Secondary Service Area HUC(s): 3070106, 3070104
Stream Credit Type Utilized:
Stream Credits Utilized:
Wetland Credit Type Utilized: Depressional/Flat
Wetland Credits Utilized: 6.16

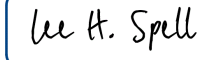
The Bank Representative hereby authorizes the Applicant to name the mitigation bank listed above as a source of compensatory mitigation in its U.S. Army Corps of Engineers (Corps) permit application for the above referenced project. The credits listed from the mitigation bank are currently available for purchase and have been reserved by the Bank Representative for use by the Applicant. In order to finalize the credit purchase, the Bank Representative must submit an updated credit ledger showing the sale (debit) and any other required closing documentation to the Corps.

Bank Representative: DocuSigned by:

By: 
AF8068D1405F454
 Name: Matthew W. Peevy
 Date: 2/22/2019 | 11:03 AM EST

As the Applicant, I understand that failure to purchase mitigation credits as required by the Corps may result in a suspension or revocation of the permit and/or civil or criminal enforcement actions by the Corps or the U.S. Environmental Protection Agency.

Applicant: DocuSigned by:


045B287B2E8F4A8
 By: _____
 Name: Lee H. Spell
 Date: 2/25/2019 | 9:13 AM PST

Note 1: Potential mitigation credits that have not been released for sale will only be available for reservation at the discretion of the Corps.

Note 2: If the above agreement cannot be finalized by either party (Banker or Applicant), both parties will need to immediately coordinate with the Corps to ensure that an alternative compensatory mitigation plan is proposed to offset project impacts.

Note 3: If credits are being purchased from multiple mitigation banks, then a Statement of Credit Availability is required from each mitigation bank.

Attachment: SOCA_for_Gross_Rd_Drainage_Projec (2577 : Approval Of: Wetland Mitigation Credits for Gross Road Drainage Improvements)

After recording please return to:
 City of Kingsland
 Office of City Clerk
 P.O. Box 250 Kingsland, GA 31548

**STATE OF GEORGIA
 COUNTY OF CAMDEN**

CITY OF KINGSLAND

GENERAL UTILITY EASEMENT

THIS INDENTURE is made as of the day ____ of March, 2019, by and between **Jack L. Gross, LLC Et. Al.**, (hereinafter referred to as "Grantor") and **THE CITY OF KINGSLAND**, a Georgia municipal corporation (hereinafter referred to as "Grantee") and ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

That in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor has granted, bargained, sold, and conveyed, and does hereby grant, bargain, sell and convey unto Grantee a perpetual easement to construct, operate and maintain utilities, upon, over, across and under the property of Grantor, described as follows:

A PROPOSED 80-FOOT WIDE EASEMENT FOR INGRESS, EGRESS, DRAINAGE UTILITIES OVER A PORTION OF LANDS OF JACK L. GROSS, ET. AL., CITY OF KINGSLAND, 1606 TH DISTRICT, G.M., CAMDEN COUNTY, GEORGIA (SAID LANDS OF JACK L. GROSS, LLC ET. AL., ACCORDING TO DEED RECORDED IN DEED BOOK 1239, PAGE 722, PUBLIC RECORD OF SAID COUNTY); SAID 80-FOOT WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEASTERLY CORNER OF LOT 32, GREENACRES SUBDIVISION-PHASE III, ACCORDING TO MAP THEREOF RECORDED IN PLAT DRAWER 11, MAP NO. 26, PUBLIC RECORDS OF SAID COUNTY, AND RUN SOUTH 90°-00'-00" EAST, ALONG THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 32, THE SAME BEING THE NORTHERLY LINE OF AN EXISTING 80-FOOT WIDE SEWER & UTILITY EASEMENT (NO RECORDING DATA AVAILABLE), A DISTANCE OF 516.48 FEET TO A POINT ON THE

Attachment: Utility Easement 095 009N Jack Gross LLC (2589 : Approval Of: Utility Easement Parcel 095 009N)

EASTERLY LINE OF SAID LANDS OF JACK L. GROSS, ET. AL; RUN THENCE SOUTH 08°-41'-04" WEST, ALONG LAST MENTIONED EASTERLY LINE, THE SAME BEING THE WESTERLY LINE OF LANDS OF EDMUND GROSS, ACCORDING TO DEED RECORDED IN DEED BOOK 164, PAGE 97, PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 80.93 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID 80-FOOT WIDE SEWER & UTILITY EASEMENT AT A NORTHEASTERLY CORNER OF LANDS OF MORTON HOMES, INC., ACCORDING TO DEED RECORDED IN DEED BOOK 487, PAGE 552(EX), PUBLIC RECORDS OF SAID COUNTY; RUN THENCE NORTH 90°-00'-00" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, THE SAME BEING THE SOUTHERLY LINE OF SAID 80-FOOT WIDE SEWER & UTILITY EASEMENT, A DISTANCE OF 519.21 FEET TO THE NORTHEASTERLY CORNER OF LOT 1, GREENACRES SUBDIVISION-PHASE IV, ACCORDING TO MAP THEREOF RECORDED IN PLAT DRAWER 11, MAP NO. 27, PUBLIC RECORDS OF SAID COUNTY; RUN THENCE NORTH 10°-35'-00" EAST, ALONG THE EASTERLY END OF CENTERVILLE COURT (AN 80-FOOT RIGHT-OF-WAY AS ESTABLISHED BY SAID PLAT OF GREENACRES SUBDIVISION PHASE-III), A DISTANCE OF 81.38 FEET TO THE POINT OF BEGINNING.

THE EASEMENT THUS DESCRIBED CONTAINS 0.95 ACRES AND IS SUBJECT TO ANY OTHER EASEMENT OF RECORD LAYING WITHIN.

Grantee shall have the right to build or install such improvements on the Property as may be necessary to operate or maintain said utilities; to access the Property through ingress and egress to, from and along such improvements, and upon the roads, streets and highways adjoining the Property; to trim or remove any tree, undergrowth or other obstruction that affects the functionality or safety of said improvements, or access thereto; and generally, to do all reasonable things necessary to construct, operate and maintain said utilities.

The consideration hereinafter recited shall constitute payment in full for any damage to the land of the party of the first part, his successors and assigns, by reason of installation, operation, and maintenance of the structures or improvements referred to herein. Grantee covenants to maintain the easement in good repair so that no unreasonable damage may result from its use to the adjacent land of the party of the first part, his successors and assigns.

In consideration for the above referenced Utility Easement necessary for providing additional area to extend an 8" water main from Centerville Boulevard to May Creek

Drive, install a 4" sanitary sewer force main from the Coastal Pines Technical College site to the existing sanitary sewer system on Centerville Boulevard, install telecommunications, electrical and natural gas infrastructure and a future force main planned by the City of Kingsland for future sewer needs in the area, described in more detail on the attached engineering drawings dated February 25, 2019 the City of Kingsland and Jack Gross, LLC ET. Al. agree to the following exchange of real property for water and sewer service taps and planning department services:

The City of Kingsland has received from Jack Gross, LLC ET. Al. by virtue of its execution of a utility easement:

1. 0.95 acres of property on tax parcel 095 009N to become a permanent Utility Easement as depicted more accurately in the attached engineering drawings and survey, and

Upon proper application, Jack Gross LLC, ET. Al. is entitled to receive from the City of Kingsland at no cost to Jack Gross, LLC ET. Al.:

1. Install one (1) 8" water main stub for future supply of water service to tax parcel 095 009N.
2. Install one (1) fire hydrant assembly along the frontage of tax parcel 095 009N.
3. Provide relief for the fees associated with any future rezoning request for tax parcel 095 009N.
4. Install a 4" force main from the southwest corner of tax parcel 095 009N to the sanitary sewer system along Centerville Boulevard.

IN WITNESS WHEREOF, the said Grantor has signed, sealed and delivered these presents, acting by and through its duly authorized officials, on the day and year first above written.

Signed, sealed and delivered on this ____ day of March, 2019

PROPERTY OWNER(S)

_____ (seal)

Signed, sealed and delivered in the presence of us:

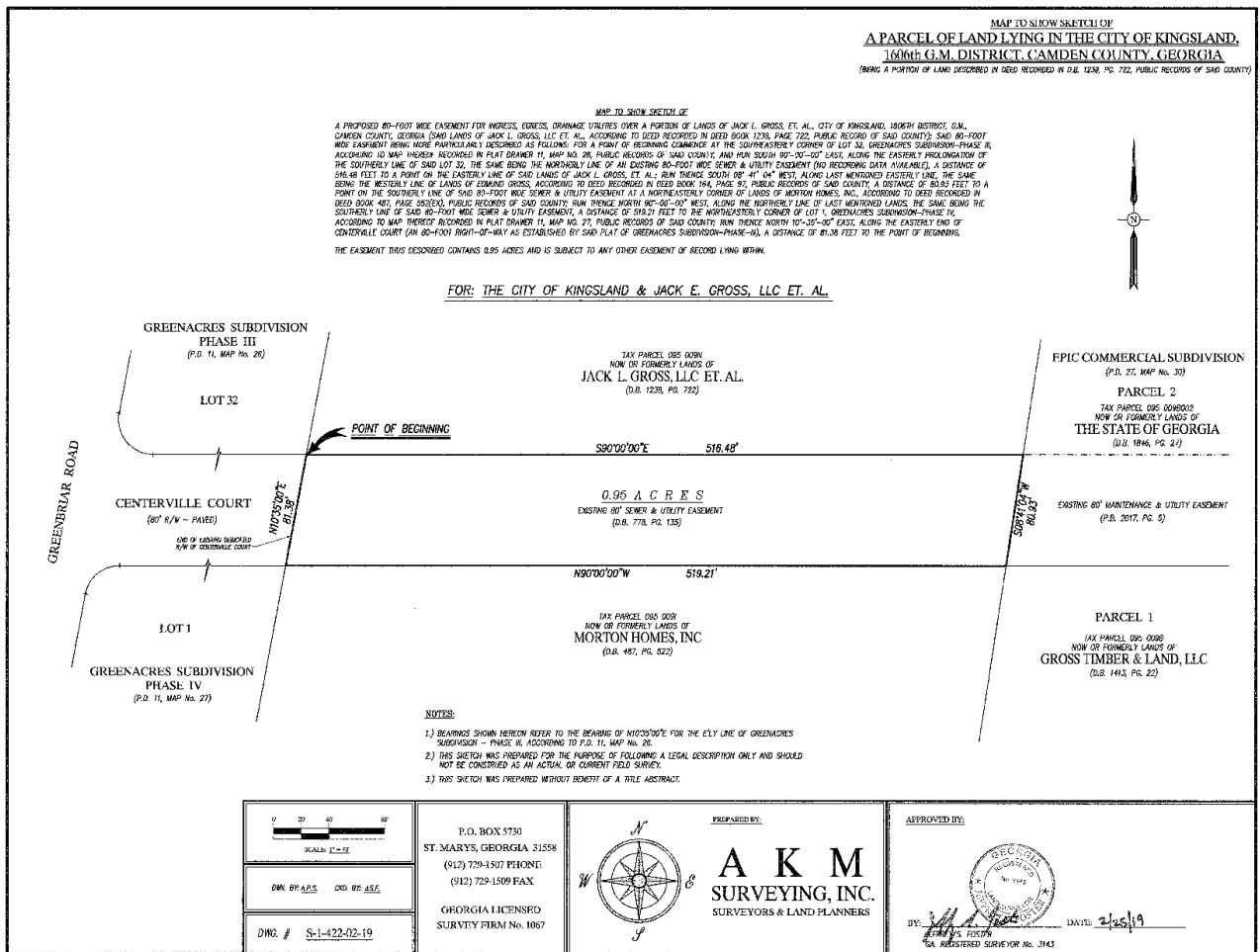
_____ (seal) _____ (seal)

Witness

Notary Public

{ Affix Notary Seal }

EXHIBIT "A"



Bid Tabulation
RFP #COK 19-018
Hydraulic Excavator
Thursday, February 28, 2019

Vendor	Year	Make	Model	Cost of Excavator	Delivery Fee	Total Cost of Equipment	Warranty	ETA
Low Country Machinery	2019	JCB	JS 145	\$118,900.00	\$600.00	\$119,500.00	3 Yr. 3000 Hour-Full Warranty	28 Days
Bob Cat of Jacksonville	2018-2019	Doosan	DX 140	\$130,437.77	Included	\$130,437.77	1 Yr. 1500 Hour Full Machine 3 Yr. 5000 Hour Powertrain & Hydraulic	21 days 4-6 weeks on Thumb
Border Equipment	2018	Case	CX 160D	\$145,639.00	N/A	\$145,639.00	3 Yr. 3000 Hour-Full Warranty 3 Yr. 3000 Hour Maintenance No travel time charges and no deductible	60 Days
Flint Construction & Forestry	2019	John Deere	160 GLC	\$167,200.00	\$400.00	\$167,600.00	Manufactures Standard Warranty-12 Months/Unlimited hours, Comprehensive	30-45 Days
Yancey Brothers	2019	Caterpillar	316F	\$186,892.00	N/A	\$186,892.00	12 Months/Unlimited (6 month or 1 Yr.)	45-60 Days

*Request for Proposal was advertised on City of Kingsland and GMA Websites

Bid Tabulation
RFP #COK 19-024
Commercial Zero Turn Mowers
Thursday, February 28, 2019

Vendor	Year	Make	Model	Total Cost of Equipment	Warranty	ETA
Quik-Kut, Inc.	2019	Grasshopper	328G4EF1-61	\$7,710.00	3 Yr. Commercial	3-5 Days
Tri-Lane Equipment	2019	EXMARK	LZE751GKA604A1	\$8,615.00	Limited 5 Yr/1250 Hours- with no hour limit the first 2 Years	10 Days
AG Pro	2019	SCAG	SC261V-27FX	\$8,999.99	1 Yr. Parts & Labor 3 Yr/500 Hours	15 Days
Brunswick Mower Supply, LLC	2019	EXMARK	LZS801GKA604A1	\$9,426.00	5 Yr/1250 Hours with no limit for first two years.	3 Days
Brunswick Mower Supply, LLC	2019	EXMARK	LZX801GKA60600	\$9,899.00	5 Yr/1250 Hours with no limit for first two years.	3 Days
Brunswick Mower Supply, LLC	2019	EXMARK	LZX921GKA60600	\$10,079.00	5 Yr/1250 Hours with no limit for first two years.	3 Days
Tait Lawn Products	2019	SCAG	STT1161V-35BV	\$10,450.00	2 Yr. Parts & Labor	4 Days
Tait Lawn Products	2019	SCAG	STT11-61V-31DF1	\$11,849.00	2 Years Parts & Labor	4 Days

*Request for Proposal was advertised on City of Kingsland and GMA Websties

Bid Tabulation
RFP #COK 19-028
Asebestos Evaluation
Thursday, March 7, 2019

Vendor	HOME 1	HOME 2	HOME 3	HOME 4	Total Cost
Regulatory Compliance Services, Inc.	\$277.20	\$245.07	\$378.84	\$553.14	\$1,454.25
Professional Industrial Hygiene Services, Inc.					\$2,440.00
D & D Dozier	\$700.00	\$700.00	\$700.00	\$700.00	\$2,800.00
Life Environmental Services, Inc.	\$749.60	\$749.60	\$749.60	\$749.60	\$2,998.40
AKT Peerless Environmental, LLC	\$750.00	\$750.00	\$750.00	\$750.00	\$3,000.00
One Consulting Group, Inc.	\$850.00	\$850.00	\$850.00	\$850.00	\$3,400.00
GLE Associates, Inc.	\$875.00	\$875.00	\$875.00	\$875.00	\$3,500.00
Anderson Environmental, Inc.	\$900.00	\$900.00	\$900.00	\$900.00	\$3,600.00
NV5, Inc.	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$4,800.00
Eagle Demolition & Environmental	\$1,275.00	\$1,000.00	\$1,275.00	\$1,575.00	\$5,125.00
Terracon Consultants, Inc.	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$6,400.00

*Request for Proposal was advertised on City of Kingsland and GMA Websties

Bid Tabulation
RFP #COK 19-027
Appraisals Services
Thursday, March 7, 2019

Vendor	HOME 1	HOME 2	HOME 3	HOME 4	Total Cost
Collins Appraisals	\$425.00	\$425.00	\$425.00	\$425.00	\$1,700.00

*Request for Proposal was advertised on City of Kingsland and GMA Websites