



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • MARCH 25, 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 Donald Belcher, Sr. -

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 - Mar 11, 2019 6:00 PM -
- 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. 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.

VII. NEW BUSINESS

1. Approval Of: Resolution and Quit Claim Deed for Unopened Portion of Alleyway -

A resolution and quit claim deed for the abandonment of an unopened alleyway adjacent to 402 S East Street. The 20 foot alleyway as described has never been opened, maintained or used as a street, and said section or portion of the street is no longer of use to the City of Kingsland, Georgia.

2. Bid Award: Purchase of Gardner Denver Blower -

This is the only brand that is compatible with the current system at the Waste Water Treatment Plant. Staff recommends second low bid, Excelsior Blower, for \$11,100. Second low bidder was selected for the 4 day turn around versus 70 days due to the urgency of replacing the current blower. *(Council has been polled on this item.)*

3. Bid Award: Highway 40 Road Repair -

Road repair is needed in two different locations on Highway 40. Previous damage was caused by water line break. Additional repair and extended area of road patch is needed to meet DOT requirements. Staff recommends low bid, Kudzue, for \$23,164.32.

4. Bid Award: Commercial AC Unit & Air Handlers -

Five Commercial AC units are in need of replacement at the following locations: (3) at North Center, (1) at Municipal Court, and (1) at Police Department Annex. Two air handlers and one AC unit are in need of replacement at the Waste Water Treatment Plant. Staff recommends low bid per location: AC Service Center for North Center and Court at \$20,480; Hendrix Air for Police Annex at \$5,058; and Turner Brothers for WWTP at \$9,082.99 (includes 5 year warranty option).

5. Bid Award: Full Matrix Message Boards -

Kingsland was awarded under the Hazard Mitigation Grant Program through FEMA/GEMA for four 4'x8' full matrix variable message signs. Total project award is \$53,492 with 75% federal, 10% state, and 15% local match. Signs will be used to provide a higher level of protection to our residents by relaying messages during disasters and other emergencies. Staff recommends low bid, K & K Systems for 4 message boards at \$43,376.68.

6. Bid Award: Equipment and Installation of Equipment on Four 2019 Dodge Charger Police Interceptors -

This item is budgeted in the Police Department. Staff recommends low bid, West Chatham Warning Devices, \$57,413.20.

VIII. MAYOR AND COUNCIL ANNOUNCEMENT

IX. 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)

A RESOLUTION CLOSING, ABOLISHING, AND ABANDONING A CERTAIN PORTION OR SECTION OF STREET IN THE CITY OF KINGSLAND, GEORGIA; AUTHORIZING THE ISSUANCE OF A QUIT-CLAIM DEED TO SUCH STREET; AND FOR OTHER PURPOSES.

WHEREAS, the 20 foot alleyway described below has never been opened, maintained or used as a street, and said section or portion of the street is no longer of use to the City of Kingsland, Georgia, as a public street and the City has no desire to retain the said section or portion as a public street; and

WHEREAS, Paul Carlson and Susan Carlson hold title to the property adjacent to the southerly boundary of said alleyway and use said property as their residence;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND, GEORGIA, as follows:

1.

The following section or portion of street, as shown on those certain plats of survey described above, is hereby closed, abolished, and abandoned by the City of Kingsland, Georgia:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF KINGSLAND, 1606TH G.M.D., CAMDEN COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF LAND NOW OR FORMERLY OF PAUL D. AND SUSAN C. CARLSON ACCORDING TO DEED RECORDED IN DEED BOOK 1850, PAGE 136, PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF EAST STREET (A 66-FOOT RIGHT-OF-WAY) AND RUN NORTH 11°45'00" WEST, ALONG LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET TO A POINT, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. MARYS RAILROAD (A 100-FOOT RIGHT-OF-WAY); RUN THENCE NORTH 78°15'00" EAST, ALONG LAST MENTIONED SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 360.00 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF ASHLEY STREET (A 66-FOOT RIGHT-OF-WAY); RUN THENCE SOUTH 11°45'00" EAST, ALONG LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET TO THE NORTHEASTERLY CORNER OF AFOREMENTIONED LANDS OF PAUL D. & SUSAN C. CARLSON; RUN THENCE SOUTH 78°15'00 WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS A DISTANCE OF 360.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.17 ACRES (7,200 SQUARE FEET), MORE OR LESS, AND IS SUBJECT TO ANY OTHER EASEMENTS OF RECORD WHICH MAY LIE WITHIN.

2.

The Mayor and Council of the City of Kingsland, Georgia, hereby find that the aforesaid portion or section of street is no longer of use to the City as a public street, that the City of Kingsland, Georgia, does not desire to retain any of said section or portion of the street as a public street, and that the closing of said portion or section of the street is in the best interest of the health and general welfare of the City of Kingsland, Georgia.

3.

The Mayor and Clerk of the City of Kingsland, Georgia, are hereby authorized, empowered, and directed to issue a quit-claim deed conveying said alleyway to Paul Carlson and Susan Carlson, owners of the property adjacent to such area, to evidence the closing as set forth above.

CLERK'S CERTIFICATE

I, Linda O'Shaughnessy, the duly appointed, qualified and acting Clerk of the City of Kingsland, Georgia, do hereby certify that the attached resolution was duly adopted by the Mayor and Council of the City of Kingsland, Georgia, at its regular meeting held on _____, 2019, and I do further certify that the copy of the resolution is a true and correct copy of said resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said City this _____ day of _____, 2019.

Linda O'Shaughnessy

Please return to:
Kinney & Kinney, LLC
 1815 Osborne Road
 St. Marys, GA 31558

STATE OF GEORGIA
 COUNTY OF CAMDEN

QUIT-CLAIM DEED

THIS INDENTURE, made this _____ day of _____, 2019, between THE CITY OF KINGSLAND, GEORGIA, a municipal corporation of the State of Georgia, of the first part, and PAUL CARLSON and SUSAN CARLSON, of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of \$10.00 and other valuable considerations in hand paid, the receipt of which is acknowledged, has bargained, sold, and by these presents does remise, convey and forever QUIT-CLAIM to the said parties of the second part, their heirs and assigns, the following described property:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF KINGSLAND, 1606TH G.M.D., CAMDEN COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF LAND NOW OR FORMERLY OF PAUL D. AND SUSAN C. CARLSON ACCORDING TO DEED RECORDED IN DEED BOOK 1850, PAGE 136, PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF EAST STREET (A 66-FOOT RIGHT-OF-WAY) AND RUN NORTH 11°45'00" WEST, ALONG LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET TO A POINT, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. MARYS RAILROAD (A 100-FOOT RIGHT-OF-WAY); RUN THENCE NORTH 78°15'00" EAST, ALONG LAST MENTIONED SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 360.00 FEET TO A POINT LYING ON THE

40643

Attachment: Quitclaim deed for Alleyway 2019 (2590 : Approval Of: Resolution and Quit Claim Deed for Unopened Alley Way)

WESTERLY RIGHT-OF-WAY LINE OF ASHLEY STREET (A 66-FOOT RIGHT-OF-WAY); RUN THENCE SOUTH 11°45'00" EAST, ALONG LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET TO THE NORTHEASTERLY CORNER OF AFOREMENTIONED LANDS OF PAUL D. & SUSAN C. CARLSON; RUN THENCE SOUTH 78°15'00 WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS A DISTANCE OF 360.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.17 ACRES (7,200 SQUARE FEET), MORE OR LESS, AND IS SUBJECT TO ANY OTHER EASEMENTS OF RECORD WHICH MAY LIE WITHIN.

TO HAVE AND TO HOLD the said bargained premises to the said parties of the second part, so that neither the said party of the first part nor its successors and assigns, nor any other person or persons claiming under it shall at any time by any means or ways, have, claim or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and affixed its seal, the day and year above written.

THE CITY OF KINGSLAND, GEORGIA

By: _____(SEAL)
Its Mayor

Attest: _____(SEAL)
Its City Clerk

Signed, sealed, and delivered
in the presence of:

Witness

Notary Public

40643

Attachment: Quitclaim deed for Alleyway 2019 (2590 : Approval Of: Resolution and Quit Claim Deed for Unopened Alley Way)



Bid Tabulation
 Gardner Denver Blower
 RFP #COK 19-032
 Wednesday, March 13, 2019

Vendor	Cost of Blower	Cost of Delivery	Total Cost of Equipment	Warranty	ETA
Technology International, Inc. Lake Mary, FL	\$10,625.00	Included	\$10,625.00	24 months from date of shipment or 18 months from date of installation whichever comes first	70 Days
Excelsior Blower Blandon, PA	\$11,100.00	Included	\$11,100.00	24 months from date of shipment or 18 months from date of installation whichever comes first	4 Days
Southeast Pump Specialist Brunswick, GA	\$11,763.00	\$600.00	\$12,363.00	18 months from date of shipment or 12 months from date of installation whichever comes first	28 Days
Holzberg Communications, Inc. Totowa, NJ	\$12,494.99	\$50.00	\$12,544.99	1 Year	75 Days

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

City of Kingsland
Bid Tabulation
Highway 40 Repairs
RFP #COK 19-026

Tuesday, March 19, 2019 @ 2:00 PM

Vendor	Cost of Project
Kudzue 3 Trucking & Paving	\$23,164.32
Plant Improvement Co., Inc. dba Seaboard Construction	\$32,080.00
Hester Construction	No Bid Submitted

Request for Proposal was advertised on City of Kingsland and GMA website.

City of Kingsland
 Bid Tabulation
 Commercial AC Units Air Handlers
 RFP #COK 19-029
 Tuesday, March 19, 2019 @ 2:30 PM

Hendrix Air Nahunta, GA	Building Locations	Make	Warranty for Parts & Labor	Warranty for Condensing Unit	Total Cost of Unit
Hendrix Air	North Center-531 North Lee St.	Goodman	1 yr. labor-5 yr. parts	5 years	\$16,960.00
Hendrix Air	Municipal Court-533 North Lee St.	Goodman	1 yr. labor-5 yr. parts	5 years	\$5,242.00
Hendrix Air	WWTP-960 South Grove Blvd.	Goodman	1 yr. labor-5 yr. parts	5 years	\$10,798.00
Hendrix Air	Police Dept.1190 East Boone Ave.	Goodman	1 yr. labor-5 yr. parts	5 years	\$5,058.00

Total Project Cost	\$38,058.00
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Turner Brothers St. Marys, GA	Building Locations	Make	Warranty for Parts & Labor	Warranty for Condensing Unit	Total Cost of Unit
Turner Brothers	North Center-531 North Lee St.	HEIL	1 Yr. labor & parts	1 yr. parts-5 yr. compressor	\$17,523.00
Turner Brothers	Municipal Court-533 North Lee St.	HEIL	1 Yr. labor & parts	1yr. parts-5 yr. compressor	\$3,710.00
Turner Brothers	WWTP-960 South Grove Blvd.	HEIL	1 Yr. labor & parts Option: 5 yr. \$289.99	1 yr. parts-5 yr. compressor	\$7279.00-AC Unit \$1514.00-Air Handler Total Cost-\$9082.99
Turner Brothers	Police Dept.1190 East Boone Ave.	HEIL	1 Yr. labor & parts	1 yr. parts-5 yr. compressor	\$6,549.00

*Warranty Option: 3 yr. \$159.99 per system
 5 yr. \$289.99 per system

Total Project Cost	\$36,575.00
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AC Service Center Kingsland, GA	Building Locations	Make	Warranty for Parts & Labor	Warranty for Condensing Unit	Total Cost of Unit
AC Service	North Center-531 North Lee St.	Daikin	1 yr. labor-5 yr. parts	1 yr. labor-5 yr. parts	\$16,785.00
AC Service	Municipal Court-533 North Lee St.	Amana	1 yr. labor-5 yr. parts	1 yr. labor-5 yr. parts	\$3,695.00
AC Service	WWTP-960 South Grove Blvd.	Amana	1 yr. labor-5 yr. parts	1 yr. labor-5 yr. parts	\$13,690.00
AC Service	Police Dept.1190 East Boone Ave.	Daikin	1 yr. labor-5 yr. parts	1 yr. labor-5 yr. parts	\$5,595.00

Total Project Cost	\$39,765.00
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Request for Proposal was advertised on City of Kingsland and GMA websites.

City of Kingsland
 Bid Tabulation
 RFP #COK 19-030
 Full Matrix Message Board
 Tuesday, March 19, 2019 @ 3:00 PM

Vendor	Model	Exceptions and/or Varitions	Cost Per Message Board	Delivery Fee	Total Cost of 4 Message Boards	Warranty	ETA
K & K Systems, Inc. Tupelo, MS	MB9757WT	140 Watts of Solar	\$10,706.67	\$550.00	\$43,376.68	1 yr. Standard Warranty	45 Days
American Signal Company Atlanta, GA	CMS-GP432T Advantage		\$13,000.00	\$1,000.00	\$53,000.00	1 yr. Standard Warranty	30 Days
Roadsafe Traffic Systems Inc. Chicago, IL	SMC 4000/5000		\$13,500.00	\$856.00	\$54,856.00	2 yr. on electrical & electronic parts, 10 yrs. on solar panels, 1 yr. on trailer components	30 Days or less
Safety Zone Specialists, Inc. Lakeland, FL	Wanco		\$14,135.60	N/A	\$56,542.40	1 yr.manufactured warranty	30 Days
Striping Service and Supply, Inc. Grand Prairie, TX	Wanco		\$14,190.00	\$1,500.00	\$58,260.00	5 yr. Wanco manufactured electronics warranty	45 Days
Millenium Products, Inc. St. Petersburg, FL	Wanco		\$15,700.00	\$1,500.00	\$64,300.00	5 yr. warranty	45 Days
SolarMax LED, Inc. Riverside, CA	VMS31.25-32x80-RGB		\$24,950.00 w/o Training	Included	\$99,800.00	5 yr. LED Display, Solar Panels, Trailer 2 yr. Battery	70-84 Days
SolarMax LED, Inc. Riverside, CA	VMS31.25-32x80-RGB		\$27,950.00 w/Training	Included	\$111,800.00	5 yr. LED Display, Solar Panels, Trailer 2 yr. Battery	70-84 Days

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

Bid Tabulation
 Purchase and Installation of Vehicle Equipment
 RFP #COK 19-033
 Thursday, March 21, 2019 @ 3:00 PM

Vendor	Cost per Vehicle (4) 2019 Dodge Chargers	Cost of Delivery (\$100.00 per vehicle)	Total Cost of Equipment Of (4) Dodge Chargers	ETA
West Chatham Warning Devices	\$14,253.30	\$400.00	\$57,413.20	60 days
Hasty's Communications East, Inc.	\$16,345.00	N/A	\$65,380.00	14-21 days after equipment has been purchased and delivered
Dana Safety Supply	\$17,327.00	\$400.00	\$69,708.00	60 days

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