



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • SEPTEMBER 14, 2020

Regular Meeting

City Council Chamber

6:00 PM

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

I. PUBLIC HEARING - STARTS AT 6:00PM

1. A Public Hearing on the Application from Mr. Keith Whaley, Acting Agent for Howard C. Waye to Rezone Parcels 081 042 and 081 046 to R-6 (Single Family Large Tract Residential) for the Purpose of Building a Single Family Home and Barn. the Parcels Are Located at 425 Harrietts Bluff Road and 1310 Kinlaw Road Containing a Total of Approximately 22.07 Acres. -
2. A Public Hearing on a Variance Request from Mr. Sherill Dean West at 125 Edwards Drive. This Request is for a Variance to the Kingsland Zoning and Land Development Ordinance, Article V, Section 58.2 - Travel Trailer, Hauling Trailers, or Boat Trailers Shall be Permitted If Parked or Stored Behind the Front Yard Building Line. Mr. West Requested This Variance to be Able to Park a Camper/Trailer in the Front Yard of His Home. -
3. Public Hearing: FY 2020-21 Proposed Budget -

II. CALL TO ORDER AND WELCOME GUESTS

III. INVOCATION AND PLEDGE TO THE FLAG

IV. ROLL CALL

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

Mayor
Mayor Pro Tem
Councilman
Councilman
Councilman

V. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular Council Meeting
 1. City Council - Regular Meeting - Aug 24, 2020 6:00 PM -

- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. PLANNING AND ZONING

1. Approval Of: Re-Zoning-Keith Whaley-Tax Parcels 081 042 and 081 046 -

Mr. Keith Whaley has applied for a re-zoning of (2) parcels to be combined containing approximately 22.07 acres located north of Harrietts Bluff Rd. and west of Kinlaw Rd. The applicant has been given authorization from the property owner, Mr. Howard C. Waye, to act as agent. The applicant is requesting the parcels to be re-zoned to R-6 (Single Family Large Tract Residential) and is requesting to be exempt from connecting to city sewer. The purpose of the re-zone request is for the property to be used for the applicant's homestead to include a barn and livestock. The current zoning of parcel 081 042 is C-2 (General Commercial) and the current zoning of parcel 081 046 is R-2 (Low Density Residential).

Planning Commission recommends approval.

2. Approval Of: Variance-Sherill Dean West-125 Edwards Dr. (082K 019) -

Mr. Sherill Dean West is requesting a variance to Ordinance Appendix A, Article V, Sec. 58 Storage and Parking of Trailers and Commercial Vehicles, Including Boats. The purpose of the request is for the applicant to be able to park their camper in the front yard of the home. The applicant states that due to the location of the property lines and fence, he is unable to park the camper in the back yard. However, Mr. West notified the Planning Staff that he has a secured space at a storage facility for the camper until a decision has been made on his variance request. Zoning is PD/R-2.

Planning Commission recommends approval.

3. Approval Of: Home Occupation-Latrina Browning-118 Crestwood Ct. -

Ms. Latrina Browning has applied for a Home Occupation for "Yanas 1st Closet" at 118 Crestwood Ct. (Tax Parcel 082H 066). Zoning is PD/R-1. The purpose of this business will be for on line sales of clothes and vintage items. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in Kingsland Land and Development Ordinance (KLADO).

Planning Commission recommends approval.

4. Approval Of: Home Occupation-Tamisha Davis-210 Redwood St. -

Ms. Tamisha Davis has applied for a Home Occupation for "Crown Elite Care, LLC" at 210 Redwood St. (Tax Parcel 095 023). Zoning is R-5. The purpose of the business will be for a commercial cleaning business. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in Kingsland Land and Development Ordinance (KLADO).

Planning Commission recommends approval.

5. Approval Of: Business License for a Pet Crematory-Kyle Nelson-108 S. Lee St.
-

Mr. Kyle Nelson has applied for a business license in the name of "Rainbow Bridge Pet Crematory, LLC". The location of this proposed business is at 108 S. Lee St. (Tax Parcel K21 01 008) located in the C-1 Central Business District.

Planning Commission approved by a vote of 3 - 2 with the following conditions: sign will not have pet crematory on store front facade, and all customers and deliveries will come through the back entrance of building.

6. 3203 : Approval Of: Preliminary Plat-Jeff Foster-AKM Surveying-Settlers Hammock-Phase 3 -

Jeff Foster-AKM Surveying has applied for a Preliminary Plat on behalf of Lamar Smith Signature Homes, LLC for Settlers Hammock-Phase 3 in Settlers Hammock on Daniel Trent Way (Parcel 107 023C 001). Zoning is PD/R-1. Number of proposed lots is 29 single family lots totaling 7.94 acres.

Planning Commission recommends approval with the following condition: must build a separate entrance for construction traffic before any construction begins and road must meet requirements of Building Official.

IX. NEW BUSINESS

1. Approval Of: Ordinance 2020-07: Local Vendor Policy-To Amend Ordinance #2019-06, Chapter 2, Article IV, Purchasing Policies and Procedures - Mayor Pro Tem Alex Blount

To encourage an increase in local economic activity through more local jobs, tax revenues, business growth, and to entice business relocations to the City by enhancing the local vendor policy for businesses located within the municipal boundaries of the City of Kingsland. Local vendors may be given an opportunity to match the lowest price proposal, if the quotation or bid of the local vendor is within 5% of the lowest price proposal by a non-local vendor. First priority will be given to local vendors located within the municipal boundaries of the City of Kingsland, second priority will extend to local vendors within Camden County, and third priority will extend to local vendors within the State of Georgia.

2. Memorandum of Understanding Establishing a Cooperative Partnership Between the Camden County Board of Commissioners and the City of Kingsland -

Memorandum of Understanding establishing a cooperative partnership between the Camden County Board of Commissioners and the City of Kingsland for providing onsite clinical medical services by Camden County to employees of the City of Kingsland for the period of July 1, 2020 through June 30, 2021 in the amount of \$62,638.32.

Council was polled on August 31, 2020.

3. Approval Of: Agreement for Medical Services Between City of Kingsland and Urgent Care of Coastal Georgia -

4. Bid Award: Professional Cleaning and Disinfecting Services -

Bid award is for an as needed basis per city building/facility to meet DPH guidelines for cleaning and disinfecting as it relates to the COVID-19 public health emergency.

5. Approval Of: GEFA Loan Extension Letter for City's Waste Water Treatment Plant -

6. Approval Of: GEFA Second Extension Request Letter - Water Treatment Plant #1 -

7. Approval Of: City of Kingsland Waste Water Treatment Facility Renovations Project - Proposed Cost Proposal #10 (Walkways and Stairs at Clarifier Mechanism) -

Staff recommends approval.

8. Approval Of: Georgia Power Encroachment Agreement -

For Grove Blvd. Sewer Improvement.

Staff recommends approval.

9. Discussion Of: CDBG-DR Homeowner Buyout Program - CDBG-DR Program Manager Justin Geedy

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED



The City of Kingsland, GA
107 South Lee Street
P.O. Box 250
Kingsland, GA 31548
Ph: 912-729-5613
Fax: 912-729-7618

Planning and Community Development

Staff Report

Planning Commission Meeting Date: September 8, 2020

City Council Meeting Date: September 14, 2020

Agenda Item: Rezoning of 2 parcels -081 042 containing 4.02 acres located at 425 Harrietts Bluff Rd. and 081 046 containing 18.05 acres located at 1310 Kinlaw Rd.

Background:

Keith Whaley has applied for a rezoning of 2 parcels to be combined containing approx. 22.07 acres located north of Harrietts Bluff Rd. and west of Kinlaw Rd. The applicant has been given authorization from property owner Howard C. Waye to act as the agent. The applicant is requesting the parcels to be rezoned to R-6 (Single Family Large Tract Residential) and is requesting to be exempt from connecting to city sewer. The purpose of the rezone request is for the property to be used for the applicant's homestead to include a barn and livestock. The current zoning of parcel 081 042 is C-2 (General Commercial) and the current zoning of parcel 081 046 is R-2 (Low Density Residential)

Current Zoning: C-2 & R-2

Summary:

A vast majority of the parcels on the west side of Kinlaw Rd. are large county parcels zoned A-F (Agriculture Forestry) along with smaller county and city parcels in the area that are zoned R-1 and R-2 with a few scattered commercial lots mixed in. There are several county parcels on north and south Kinlaw Rd. that are zoned A-R (Agriculture Residential) as well. The City Comprehensive Plan and Future Land Use Map shows this area as a suburban residential area and staff does not see this area being developed as commercial. The parcels east of Kinlaw Rd. are mainly city parcels with a mixture of industrial and residential zoned parcels. There is no city sewer available along Harriet's Bluff Rd. on the west side of Kinlaw Rd., so the applicant's request for exemption to connecting to city sewer is valid. The requested zoning of R-6 would be contiguous with the adjacent county parcels in the area.



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Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends Approval

Scott L. Kimball
Planning Director





Overview



Legend

- Parcels
- Roads
- USA Major Highways**
 - Limited Access
 - Highway
 - Major Road
 - Local Road
 - Minor Road
 - Other Road
 - Ramp
 - Ferry
 - Pedestrian Way
- City Labels**
- Zoning**
 - A-F
 - A-R
 - C-G
 - C-I
 - C-N
 - C-P
 - City
 - I-G
 - I-R
 - LCI
 - MHP
 - PD
 - R-1
 - R-2
 - R-3
 - RVD
 - Unknown

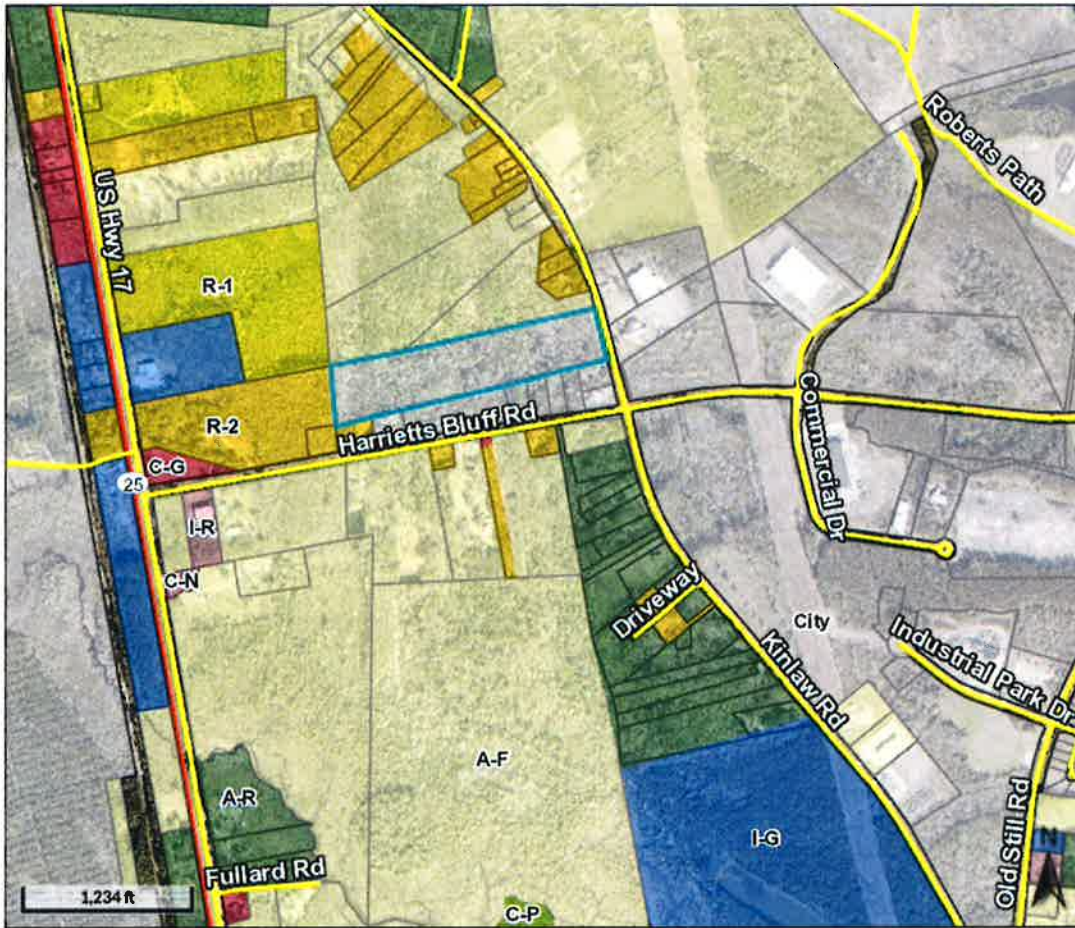
Parcel ID 081 042
 Class Code Residential
 Taxing District KINGSLAND
 Acres 4.02

Owner WAY CALVIN EST
 C/O WAY, HOWARD
 4380 HWY 82
 BRUNSWICK GA 31523
 Physical Address n/a
 Assessed Value Value \$18437

Last 2 Sales

Date	Price	Reason	Qual
n/a	0	n/a	n/a
n/a	0	n/a	n/a

(Note: Not to be used on legal documents)



Overview



Legend

-  Parcels
-  Roads
- USA Major Highways**
 -  Limited Access
 -  Highway
 -  Major Road
 -  Local Road
 -  Minor Road
 -  Other Road
 -  Ramp
 -  Ferry
 -  Pedestrian Way
- City Labels**
- Zoning**
 -  A-F
 -  A-R
 -  C-G
 -  C-I
 -  C-N
 -  C-P
 -  City
 -  I-G
 -  I-R
 -  LCI
 -  MHP
 -  PD
 -  R-1
 -  R-2
 -  R-3
 -  RVD
 -  Unknown

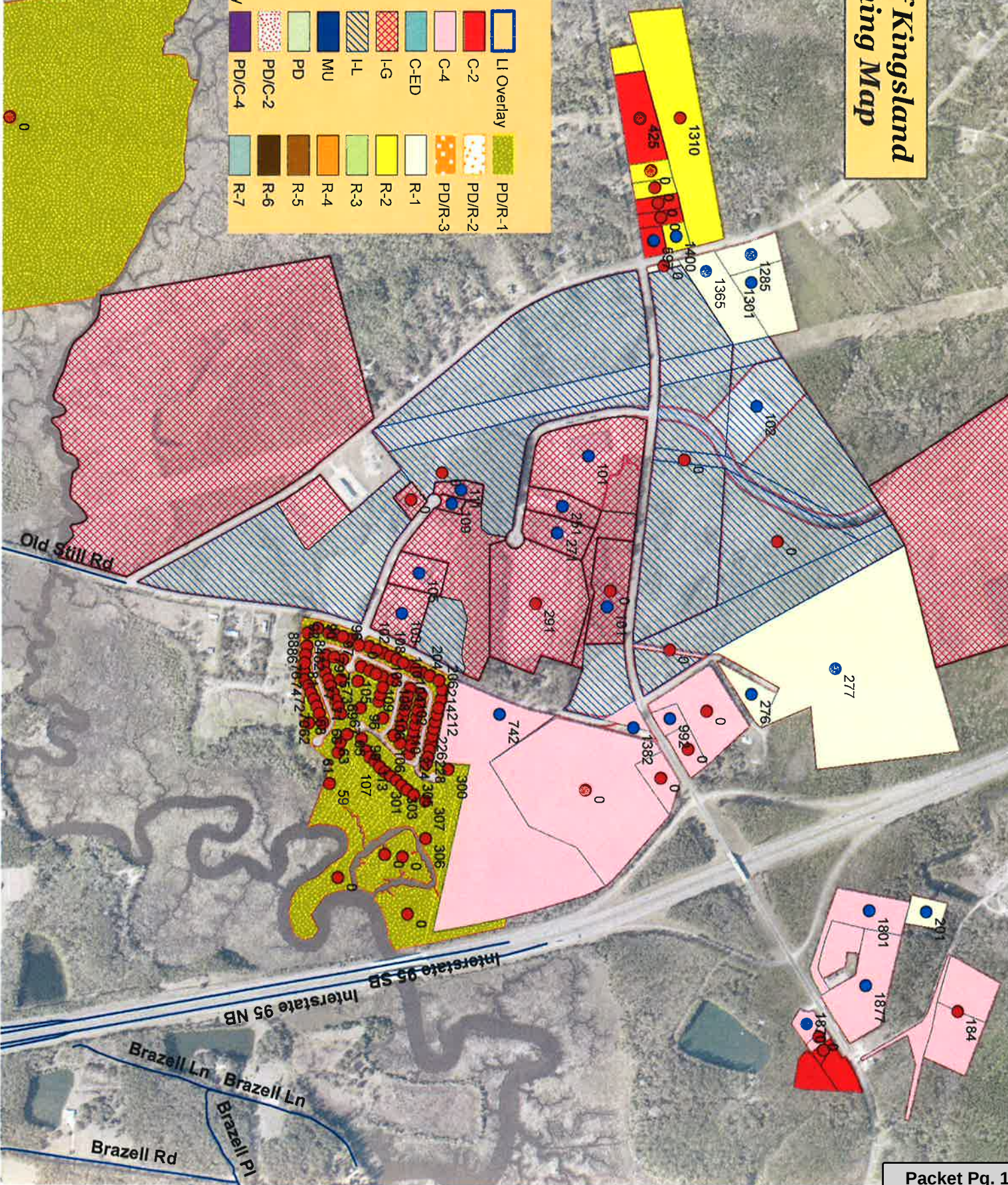
Parcel ID	081046	Owner	WAY HOWARD & DAISY
Class Code	Agricultural		4380 HWY 82
Taxing District	KINGSLAND		BRUNSWICK GA 31523
	KINGSLAND	Physical Address	n/a
Acres	18.05	Assessed Value	Value \$57059

(Note: Not to be used on legal documents)

Last 2 Sales			
Date	Price	Reason	Qual
n/a	0	n/a	n/a
n/a	0	n/a	n/a

City of Kingsland Zoning Map

Legend	
Category	
	Imp
	LS
	Vac
Zoning 2018	
	L-G
	L-L
	MU
	PD
	PD/C-2
	PD/C-4
ZONING	
	PD/MU
	C-1
	C-1 Overlay
	C-1A Overlay
	LI Overlay
	C-2
	C-4
	C-ED
	R-1
	R-2
	R-3
	R-4
	R-5
	R-6
	R-7
	PD/R-1
	PD/R-2
	PD/R-3





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Planning and Community Development

Staff Report

Planning Commission Meeting Date: September 8, 2020

City Council Meeting Date: September 14, 2020

Agenda Item: Variance for 125 Edwards Drive, Map & Parcel 082K 019

Background: The applicant, Sherill Dean West is requesting a variance to Ordinance Appendix A, Article V, Sec. 58 Storage and parking of trailers and commercial vehicles, including boats. The purpose of the request is for the applicant to be able to park their camper in the front yard of the home. The applicant states that due to the location of the property lines and fence, he is unable to park the camper in the back yard. However, Mr. West notified the Planning staff that he has secured space at a storage facility for the camper until a decision has been made on his variance request.

Zoning: PD/R-2

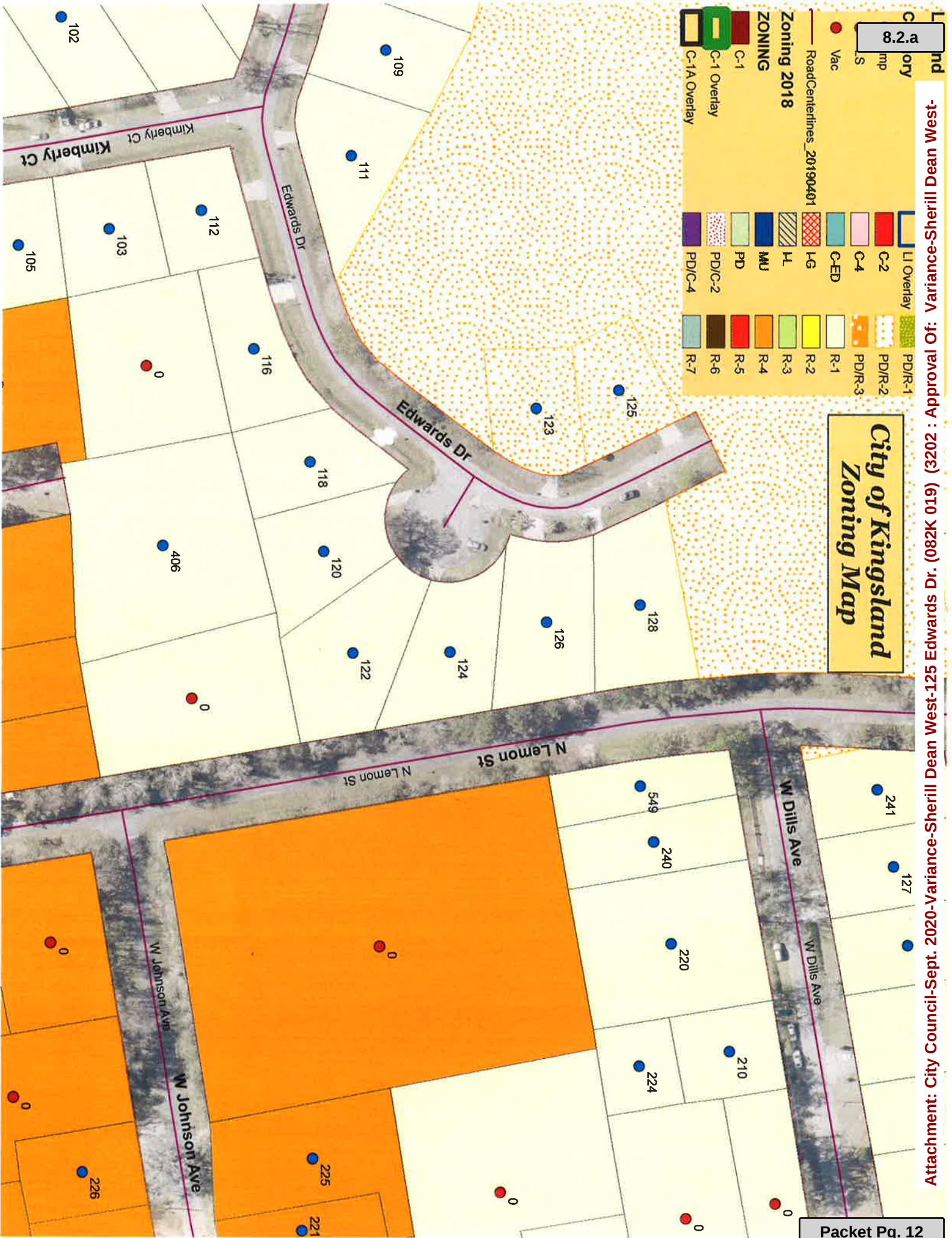
Is Proposal Consistent with the Comprehensive Plan? No

Staff Recommendation: Staff does not recommend approval of the variance request.

Even though the applicant may have established a hardship of not being able to park the camper in the side or back yard, the applicant has secured a space at a storage facility, so in staff's opinion there is not a hardship for having the camper to be parked at the residence.

Scott L. Kimball

Planning & Zoning Director





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Planning and Community Development Staff Report

Planning Commission Meeting Date: September 8, 2020

City Council Meeting Date: September 14, 2020

Agenda Item: Home Occupation application for 118 Crestwood Ct.,
Map & Parcel 082H 066

Background: Latrina Browning has applied for a Home Occupation for Yanas 1st Closet. The purpose of the business will be for on line sales of clothes and vintage items. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in Article XI, Sec. 110.4 of KLADO.

Zoning: PD/R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval

Scott L. Kimball

Planning & Zoning Director

City of Kingsland Zoning Map





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Planning and Community Development Staff Report

Planning Commission Meeting Date: September 8, 2020

City Council Meeting Date: September 14, 2020

Agenda Item: Home Occupation application for 210 Redwood Street,
Map & Parcel 095 023

Background: Tamisha Davis has applied for a Home Occupation for Crown Elite Care, LLC. The purpose of the business will be for a commercial cleaning business. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in Article XI, Sec. 110.4 of KLADO.

Zoning: R-5

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval

Scott L. Kimball

Planning & Zoning Director

City of Kingsland
Zoning Map

Legend

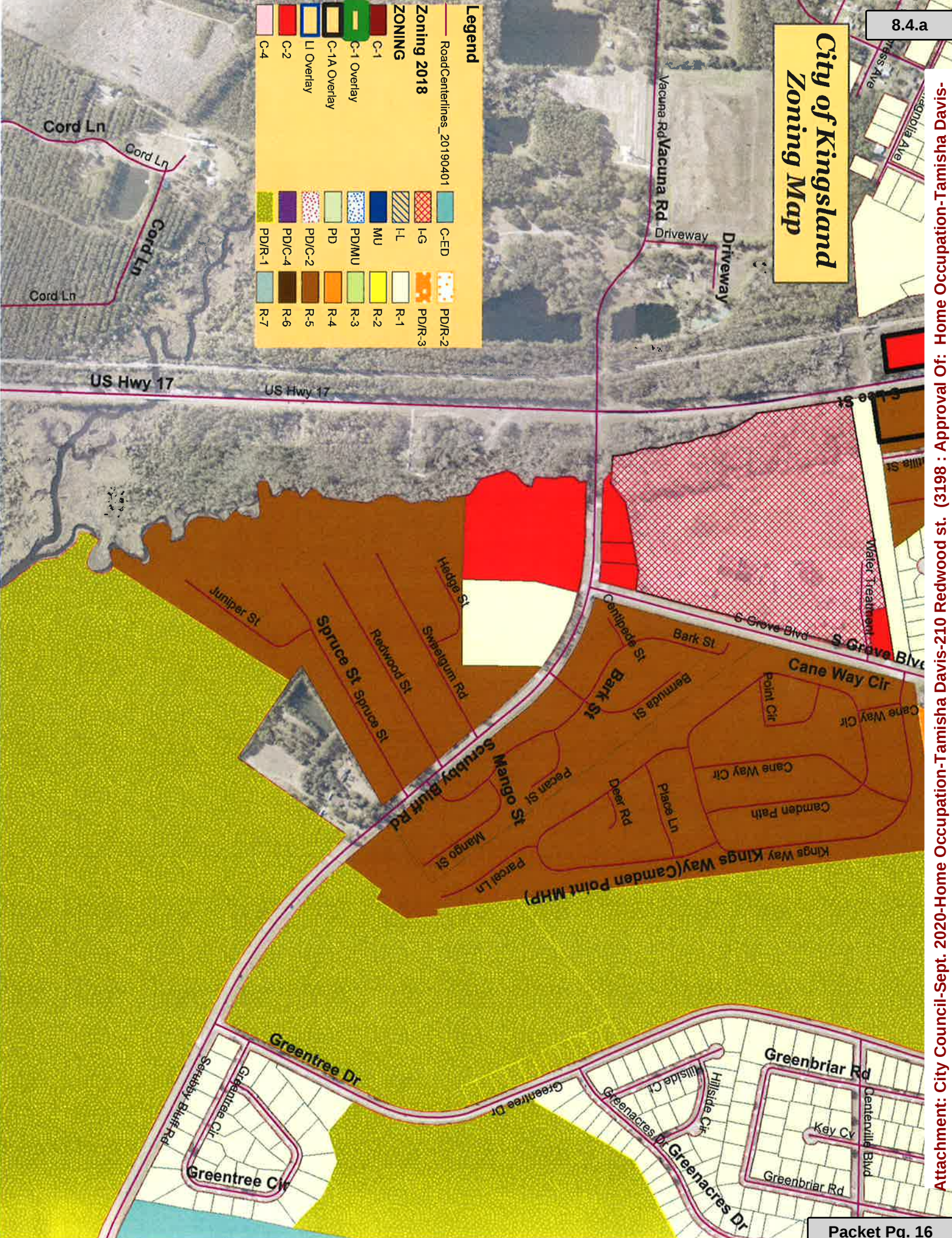
RoadCenterlines_20190401

Zoning 2018

C-1	C-1 Overlay	C-1A Overlay	LI Overlay	C-2	C-4
C-1	C-1 Overlay	C-1A Overlay	LI Overlay	C-2	C-4

C-ED	I-G	I-L	MU	PD/MU	PD	PD/C-2	PD/C-4	PD/R-1	PD/R-2	PD/R-3
C-ED	I-G	I-L	MU	PD/MU	PD	PD/C-2	PD/C-4	PD/R-1	PD/R-2	PD/R-3

R-1	R-2	R-3	R-4	R-5	R-6	R-7
R-1	R-2	R-3	R-4	R-5	R-6	R-7





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Planning and Community Development Staff Report

Planning Commission Meeting Date: September 8, 2020

City Council Meeting Date: September 14, 2020

Agenda Item: Business License for a Pet Crematory located at 108 S. Lee St. located in the C-1 (Central Business District).

Background: Kyle Nelson has applied for a business license in the name of Rainbow Bridge Pet Crematory, LLC. The location of the proposed business is at 108 S. Lee St. located in the C-1 Central Business District. The Central Business District is an area of the city that the Kingsland D. D. A. sets strategic economic goals and visions for the downtown area. The D.D.A. met on August 13, 2020 and voted unanimously to recommend that the business license not be approved because it does not meet the boards visions and goals and is not suitable for the downtown area. The D.D.A. would still embrace this type of business to Kingsland, but would prefer the business to be in a more suitable location outside of the Central Business District. The City Ordinance for C-1 does not include a pet crematory in its approved uses. However, the ordinance also does not list the business a prohibited use. The C-1 Ordinance does include the following as its intent of the district – “ **1.1.2. Required conditions. All business, display, servicing, storage or processing shall be conducted within a completely enclosed building except where the nature of the activity makes it impossible, as for example, off-street loading, and automobile parking for customers while on the premises. Uses, processes or equipment employed shall be limited to those which are not objectionable by reason of odor, dust, bright lights, smoke, noise or vibration. (1) Any retail business or commercial use in which there is no processing or treatment of material goods, or products except as provided for.**

It is in staff's opinion that if this part of the C-1 Ordinance when applied to a pet crematory, the use should not be allowed.



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Zoning: C-1

Is Proposal Consistent with the Comprehensive Plan? No

Staff Recommendation: Staff does not recommend approval

Scott L. Kimball

Planning & Zoning Director

Category

- Imp
- LS
- Vac

Zoning 2018

ZONING

- C-1
- C-1 Overlay
- C-1A Overlay

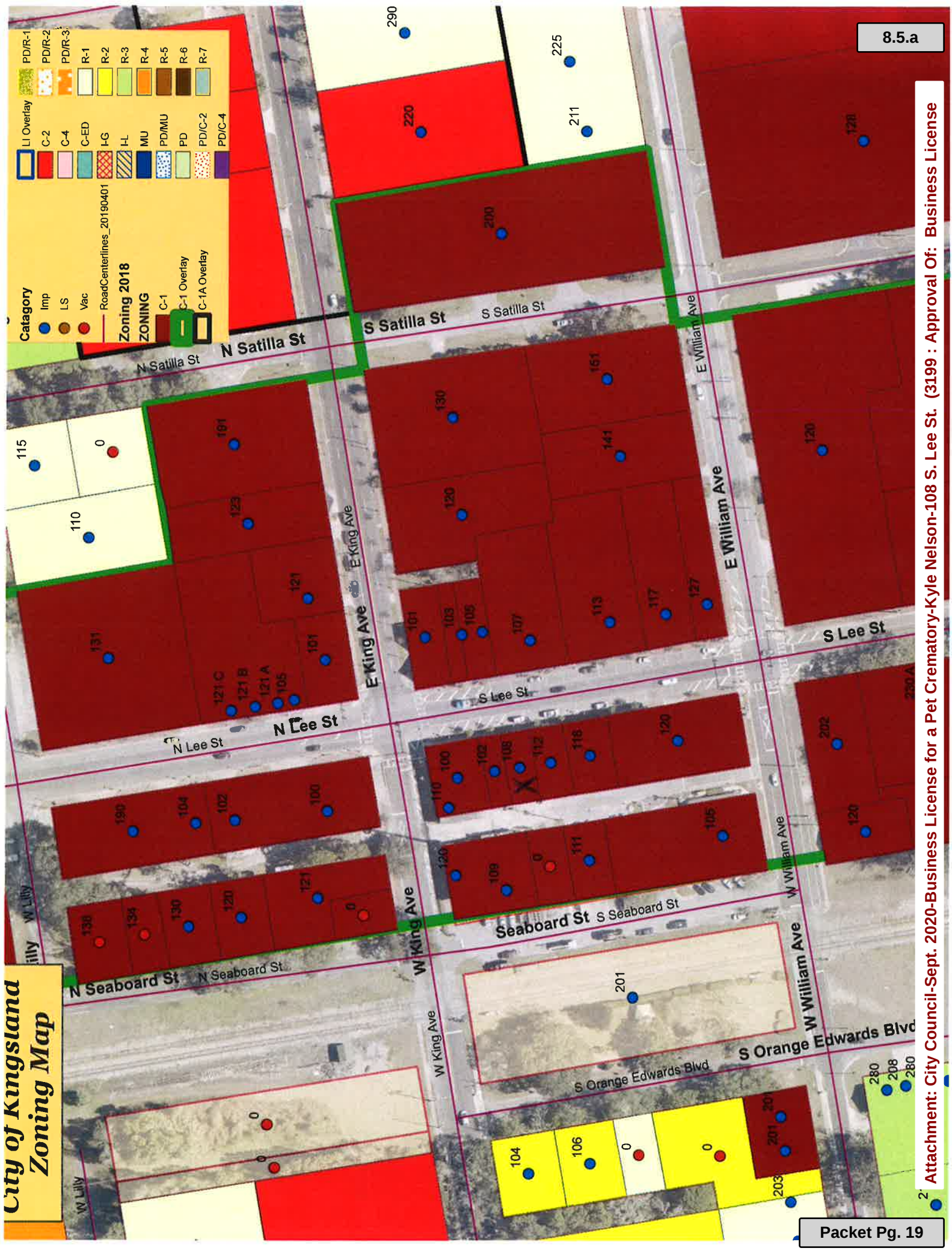
PD/R-1

- PD/R-1
- PD/R-2
- PD/R-3
- R-1
- R-2
- R-3
- R-4
- R-5
- R-6
- R-7

LI Overlay

- C-2
- C-4
- C-ED
- LG
- HL
- MU
- PDMU
- PD
- PD/C-2
- PD/C-4

RoadCenterlines_20190401



8.5.a



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Planning and Community Development

Staff Report

Planning Commission Meeting Date: September 8, 2020

City Council Meeting Date: September 14, 2020

Agenda Item: Settler's Hammock Phase 3- Preliminary Plat

Background: The Settler's Hammock development was started prior to the recession of 2008. Building in the development picked up again in 2015. The developer Lamar Smith Signature Homes, LLC has submitted a preliminary plat for development of Phase 3 that consists of 29 single family lots on 7.94 acres.

Zoning: PD-R1

Summary:

The preliminary plat for Settler's Hammock Phase 3 consists of 29 single family lots on 7.94 acres of the original Settlers Hammock development. The developer has followed the previously established PD agreement.

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends approval

Scot L. Kimball

Planning & Zoning Director

APPLICATION FOR ~~FINAL~~ SUBDIVISION PLAT—KINGSLAND, GA

APPLICANT: Read **Part A** completely, then answer each item in **Part B**. Please print or type. Do not write in **Part C**. The Planning Department will help you, if necessary. Failure to supply complete information will result in plat disapproval. You must file this application and all required materials with the Planning Department at least 26 days before the Planning Commission meeting at which it will be considered.

**Part A—General Information**

You are encouraged to read articles XII through XIV of the Kingsland Zoning and Land Development Ordinance. These articles describe the standards each subdivision must meet and explain the procedures the City will follow to review your proposed plat. The sketch below shows these steps for a typical plat. See Section 122 for filing fees and Section 129 for exceptions.

Application, fee, and required materials filed with Planning Department

Planning Commission Reviews Preliminary Plat (recommends action)

City Council Reviews Preliminary Plat (approves/disapproves)

Planning Commission Reviews Final Plat (recommends action)

City Council Reviews Final Plat (approves/disapproves)

Mayor/Commission Chairman Sign Approved Final Plat

Superior Court Clerk Records Approved Final Plat

You should be aware of these important requirements:

- No work may begin on the proposed subdivision (with the exception of clearing underbrush for surveying or engineering purposes) until the preliminary plat has been approved and any required permits obtained.
- No lots shall be sold until the final plat has been approved.
- The final plat shall be approved only after all applicable requirements of the subdivision regulations and other regulations have been met.

Part B — Applicant Only

- 1. Your Name:** Jeff Foster - AKM Surveying **Phone:** 912-729-1507
Address: P.O. Box 5730 St. Marys, Ga 31558
- 2. Owner, if not same:**
Name: Lamar Smith Signature Homes, LLC
Address: 152 Thunderbird Drive, Richmond Hill, Ga 31324
- 3. What is your interest if you are not the owner?**
Agent for Owner
- 4. Name of proposed subdivision:** Settlers Hammock - Phase 3
- 5. Location of subdivision: Neighborhood:** Settlers Hammock
Street: Daniel Trent Way
Parcel Number: 107 023C001 **Lot Number:** _____
- 6. Present zoning:** PD
- 7. Number of proposed lots:** 29 Lots & 2 Tracts
- 8. Area of proposed subdivision:** 7.94 Acres
- 9. Please attach the following items to this application.** This application will NOT be considered complete and cannot be processed until you have done so.

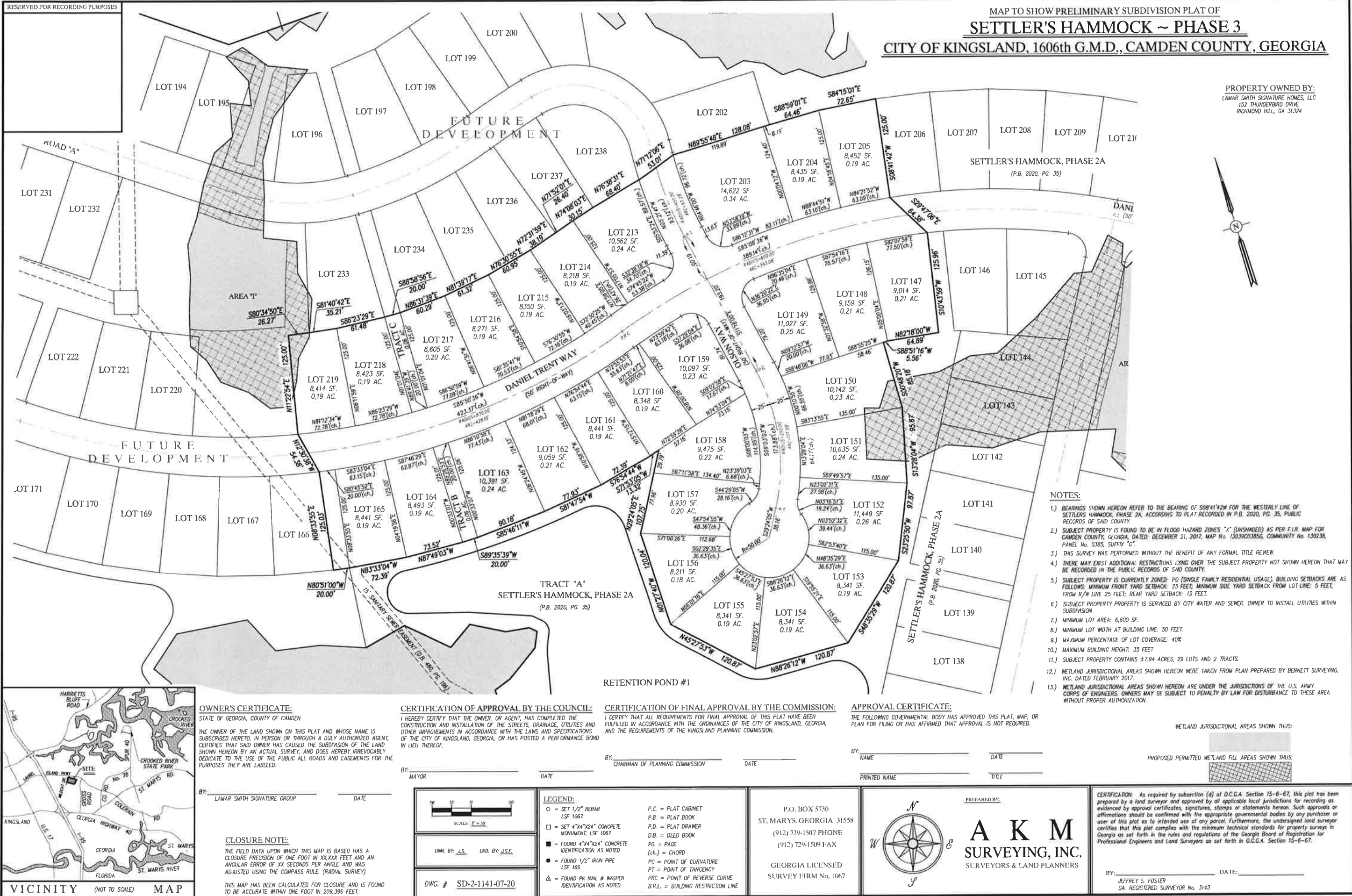
- Final Plat (Original and 9 copies)
- Vicinity Map
- Proof of ownership

10. Signed: [Signature] **Date:** 7/23/2020

Part C — Planning Official Only

- 1. Date application was filed:** 7/28/20
- 2. Was this at least 26 days before the Planning Commission meeting at which it will be reviewed?** ☒ Yes ☐ No
- 3. Checked by:** Scott & James
- 4. Are ~~Final~~ ^{Prelim.} Plat and application complete?** ☒ Yes ☐ No
- 5. Correct fee paid?** ☒ Yes ☐ No ☐ Not applicable
- 6. Date ~~final~~ ^{Prelim.} plat reviewed by Planning Commission:** 9/8/20
() Approved () Disapproved

Conditions of approval or reasons for disapproval: _____



ORDINANCE 2020-____
CITY OF KINGSLAND, GEORGIA
TO AMEND CHAPTER 2, ARTICLE IV-PURCHASING POLICIES AND
PROCEDURES

**AN ORDINANCE TO AMEND ORDINANCE 2019-06 FOR THE PURPOSE OF
 REVISING DIVISION 6 – VENDORS, SEC 2-121, REGULATIONS FOR VENDORS,
 ITEM #6: LOCAL VENDOR POLICY IN THE PURCHASING POLICIES AND
 PROCEDURES OF THE CITY OF KINGSLAND CODE OF ORDINANCES.**

**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF
 ITS PASSAGE AND RATIFICATIONS BY THE MAYOR AND CITY COUNCIL OF
 THE CITY OF KINGSLAND, GEORGIA.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KINGSLAND,
 GEORGIA AS FOLLOWS:**

DIVISION 6 – VENDORS

Sec. 2-121. Regulations for Vendors

6. Local Vendor Preference-

- a. *General Provisions.* To encourage an increase in local economic activity through more local jobs, tax revenues, business growth, and to entice business relocations to the City, County, and State. To provide for proposal/bid awards to be subject to a local vendor preference policy to allow local vendors to match the lowest price proposal, to provide for selection procedures for multiple qualifying local vendors, to require the policy to be stated in all applicable solicitations, to provide for exemptions.
- b. *Definitions.*
 - i. *Local Vendor* means a bidder or offeror which operates and maintains a brick and mortar business, i.e. a physical business address, within the limits of the State of Georgia and has a current business license, has paid in full all real and personal taxes owed the City, County, and State; as applicable, is considered a vendor in good standing with the City and can obtain an active vendor status. **First priority will be given to local vendors within the municipal boundaries of the City of Kingsland, second priority to local vendors within Camden County, and third priority will extend to local vendors within the State of Georgia.**
 - ii. *Active Vendor Status* means a vendor has completed and returned all necessary documents in the vendor packet.
- c. *Opportunity to Match.* For purchases, bids, proposals or contracts less than \$100,000 the local vendor may be given an opportunity to match the lowest price proposal, if the quotation

- or bid of the local vendor is within 5% of the lowest price proposal by a non-local vendor. In the event a local vendor matches the lowest price proposal, including all other terms, quality, service and conditions, then the local vendor shall be awarded the contract.
- d. *Multiple Local Vendors.* In the event the price proposal of more than one local vendor is within 5% of the lowest overall price proposal of a non-local vendor, the local vendor with the lowest proposal will be given the first opportunity to match the lowest overall price proposal. If this local vendor declines to match the price proposal, then the local vendor with the next lowest bid within 5% will be given the opportunity to match the lowest proposal. This process will continue with all local vendors having proposals within 5% of the lowest overall bid by a non-local vendor.
 - e. *Policy to be stated.* This policy shall be so stated in all applicable solicitations.
 - f. *Exemptions.* This provision does not apply to public works construction projects or road projects pursuant to the laws of the State of Georgia.

This ordinance shall take effect from and after the date of its passage and ratification by the Mayor and City council of the City of Kingsland, Georgia unless otherwise indicated in ordinance.

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

THIS ORDINANCE AMENDED and ADOPTED by the Mayor and City Council of the City of Kingsland, Georgia at a Meeting of the City Council of Kingsland, Georgia on the 14TH day of SEPTEMBER 2020.

THE CITY OF KINGSLAND

BY: _____

Dr. C. Grayson Day, Jr., Mayor

ATTEST:

Linda O'Shaughnessy, City Clerk

COUNTY OF CAMDEN

**MEMORANDUM OF UNDERSTANDING
ESTABLISHING A COOPERATIVE PARTNERSHIP
BETWEEN THE CAMDEN COUNTY BOARD OF COMMISSIONERS
AND THE CITY OF KINGSLAND, GEORGIA
FOR PROVIDING ONSITE CLINICAL MEDICAL SERVICES
BY CAMDEN COUNTY TO EMPLOYEES OF THE CITY OF KINGSLAND**

This Memorandum of Understanding (herein after the "MOU") between the Camden County Board of Commissioners (herein after the "CCBC") and the City of Kingsland, Georgia (herein after the "CITY"); entered into this the ____ day of _____, 2020 for providing of clinical medical services by Camden County for the employees of the City of Kingsland for the period starting July 1, 2020 and continuing through June 30, 2021 as defined and as agreed to as set forth herein:

1.

WHEREAS the CCBC and the CITY are lawful governments as envisioned by Georgia Law.

2.

WHEREAS the CCBC is a self-insured body for the purposes of providing health insurance benefits to CCBC's employees; and the CITY has purchased a health insurance policy for the purposes of providing health insurance benefits to CITY's employees.

3.

WHEREAS both CCBC and CITY desires to manage their employer provided health insurance costs in the most economical manner.

4.

WHEREAS CCBC has an established onsite medical clinic to provide a wellness program for employees in an attempt to reduce health insurance costs for CCBC. The clinic is at 701 Charles Gilman Jr. Avenue, Suite B, Kingsland, Georgia.

5.

WHEREAS CCBC has contracted with a local Georgia licensed physician, a nurse practitioner, and a Director of Health and Wellness/RN to oversee and provide medical services for CCBC's employees at the afore-stated clinic in an effort to reduce costs associated with the self-insured program.

6.

WHEREAS CCBC and CITY have entered into discussions that have led to the CITY and CCBC entering into this MOU which creates a cooperative partnership so as to allow CITY's employees to utilize the afore-stated clinic whereby the physician, nurse practitioner, and the registered nurses will provide an onsite medical clinical treatment program to CITY's employees while performing the onsite medical clinical treatment program for CCBC.

7.

NOW THEREFORE BE IT RESOLVED the CCBC and CITY hereby enters into this MOU which establishes a cooperative partnership between the parties hereto for the providing of onsite medical clinical services, to include pre-employment screenings and applicable firefighter physicals as part of the measured usage, to the employees of the City of Kingsland, pursuant to the following terms.

a.

This MOU shall be effective upon the final approval by the CCBC (Camden County Board of Commissioners) and CITY (the Council for the City of Kingsland, Georgia) and entered upon the lawful minutes of each political body.

b.

Operational dates of this MOU shall be effective on July 1, 2020, upon final approval by CCBC and CITY, and shall continue until either party provides proper notification for termination. Either CCBC or the CITY may terminate this MOU at any time by informing the other party in writing 30 days prior to the termination of the agreement which shall be delivered to the County Administrator for CCBC or the City Manger for the CITY.

c.

CCBC shall establish the medical clinics hours of operation as stated herein below; and shall have sole authority for the retaining of the afore-said professional medical services for this MOU and the clinic; the location and hours of operations shall be:

- i. Staff will be available during set operational hours.

d.

In the forming of this cooperative partnership the CCBC and the CITY shall each be responsible for the total clinic operations cost on a pro-rata basis pursuant to the following formula.

CCBC has determined the estimated budgeted operating cost for CCBC's Fiscal Year 2020-2021 to be \$521,986. This budgeted amount is to cover any and all expenses associated with the onsite clinic (physician, physician's assistant, registered nursing staff, malpractice liability insurance premiums, non-medical staff, medical supplies, medications, and the utility and maintenance costs to operate the clinic).

It has further been determined that the CITY utilized the onsite medical clinic for CCBC's Fiscal year 2019-2020 for a pro-rated use percentage of 12% of the total operating costs for the afore-stated fiscal budget year.

It is hereby agreed and consented to by the parties hereto that the CITY shall pay to CCBC 10.5% of the afore-stated \$521,986 budget, conditioned on the CITY use of the clinical services not exceeding the projected 12% use of the clinic for 2020-2021 Fiscal Budget Year.

CITY shall pay to CCBC the total annual amount of \$62,638.32 for medical services provided by the CCBC's onsite clinic to the CITY. Said annual amount shall be paid in 12 monthly installments of \$5,219.86. CITY shall pay CCBC for the monthly installment payment by the 10th day of each month for the services performed in the previous month starting with July 1, 2020.

The aforsaid formula for payment of clinical services provided to the CITY shall be reviewed by CCBC on a quarterly basis in an effort to keep the CITY informed of the percentage of clinical services provided and costs so associated with the provided services in comparison to the funding so allocated for the onsite clinic operations. Upon review of the quarterly reports, the CITY shall be notified by the CCBC of the actual costs and utilization as well as any differential in pay.

The quarterly reviews are for the periods of July 1, 2020 to September 30, 2020; October 1, 2020 to December 31, 2020; January 1, 2021 to March 31, 2021; and April 1, 2021 to June 30, 2021. The completed quarterly review shall be presented by the CCBC to CITY on or before the 20th day of the month following the quarter just completed.

e.

CITY will be notified by CCBC in a timely manner of a change in clinic's hour of operation so that the CITY's employees may schedule their time to meet with the health care providers. Representatives of the CCBC's Human Resources Department and the CITY's Human Resources Department shall meet as needed to work out clinic schedules as necessary.

f.

This MOU does not establish an employer/employee relationship between CITY's employees and CCBC.

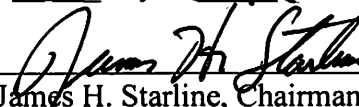
g.

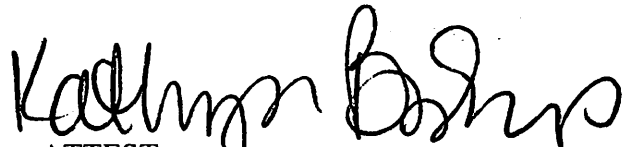
CITY agrees to hold harmless and indemnify CCBC from any damages, liability, actions, claims, or demands that may arise within the scope of this MOU in regards to CITY's agents, servants, employees, invitees, or licenses arising out of this MOU during the term of this MOU.

h.

The services as defined herein shall only be provided to those CITY employees, and their dependents, that are currently enrolled in the CITY's employer provided health insurance program. City shall provide to CCBC a list of currently enrolled employees in CITY's employer provided health insurance program as may be amended from time to time.

Hereby agreed to by the parties hereto on the date as approved:

This 16 day of June 2020

 James H. Starline, Chairman
 Camden County Board of Commissioners


 ATTEST:
 Kathryn Bishop, County Clerk

 Dr. C. Grayson Day, Mayor

This _____ day of _____ 2020

ATTEST: _____
 Linda M. O'Shaughnessy,
 City Clerk

CITY OF KINGSLAND



Request for Quote
 Agreement for Medical Services
 RFQ #20-040

THIS AGREEMENT is made and entered into as of September ____, 2020 by and between City of Kingsland, Georgia, (OWNER) and Urgent Care of Coastal GA (PROVIDER).

WHEREAS, Urgent Care of Coastal GA has the knowledge and expertise to provide such services and the parties desire to enter into an Agreement setting forth the terms and conditions under which Urgent Care of Coastal GA shall provide said services as stated in Scope of Work, Exhibit A and Bid Proposal Signature Page, Exhibit B.

NOW THEREFORE, and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

SCOPE OF SERVICES

The Services to be provided in connection with this Agreement shall include, but not limited to, those items listed in the Scope of Work, (Exhibit A), dated August 25, 2020. As stated in the Quote, (Exhibit B) the cost of other services not listed will be quoted at the time of request.

- Pre-Employment Physicals-\$65.00
- Rapid Drug Screen 12 Panel-\$25.00
- DOT Physical-\$75.00
- DOT Drug Screen-\$30.00
- Hep B (3 doses) \$80.00 per injection

Terms of Agreement

1. The initial period of this Agreement is twelve (12) months, and may be renewed once for an additional one (1) year at the discretion of the Provider and the City of Kingsland.
2. Rates remain fixed for the initial term. The contract price quoted for services might be negotiated for the second term.

3. Any Quote change in this Agreement shall be submitted to the Purchasing Department for approval and Agreement modification. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.
4. Scope of Work shall proceed after execution of Agreement.
5. Provider shall perform all services in this RFQ's Scope of Work.

Severability

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY OF KINGSLAND and URGENT CARE OF COASTAL GA, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Successors and Assigns

CITY OF KINGSLAND and URGENT CARE OF COASTAL GA each binds itself, it's partners, successors, assigns and legal representatives to the other party hereto, it's partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained by this Agreement.

No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Submittal and Processing of Payments

In order to receive payment, URGENT CARE OF COASTAL GA shall submit an invoice for payment payable within thirty days of receipt to CITY OF KINGSLAND to the following address:

City of Kingsland
Attn: Accounts Payable
P.O. Box 250
Kingsland, GA 31548

IN WITNESS WHEREOF, CITY OF KINGSLAND and URGENT CARE OF COASTAL GA have signed this Agreement in duplicate. One counterpart each has been delivered to CITY OF KINGSLAND and URGENT CARE OF COASTAL GA. All portions of this Agreement have been signed or identified by CITY OF KINGSLAND and URGENT CARE OF COASTAL GA or on their behalf.

This Agreement will be effective on _____ (which is the effective date of the agreement)

City of Kingsland, Georgia

Urgent Care of Coastal GA

By:

By:

Signature

Signature

Print Name

Print Name

Title

Title

Exhibit A

SCOPE OF WORK

Service to be Provided	Cost
Pre-Employment Physical	\$ 65. ⁰⁰
Rapid Drug Screen-12 Panel	\$ 25. ⁰⁰
DOT Drug Screen	\$ 30. ⁰⁰
DOT Physical	\$ 75. ⁰⁰
Hep B	\$ 80. ⁰⁰ each injection
Hep B-3 Doses	\$ 80. ⁰⁰ each injection
Flucelvax Vaccine	\$ 25. ⁰⁰ each

Questions regarding this request may be submitted to Linda Johnson, Purchasing Agent at (912) 729-8113 or ljohnson@kingslandgeorgia.com.

Bid Tabulation
Professional Cleaning and Disinfecting Services
Thursday, August 25, 2020 @ 2:00 PM

City Facility	Vendor								
	JMB and R&S Joint Venture	Germ Sweep Atlantic, LLC	The Germanator by J Ferg Pros	All Clean Facilities Services, LLC	The Golden Crew Cleaning Co.	EnviroVac Holdings, LLC	Coastal Plains Environmental	*NRC Gulf Environments	Rocket Express,
	Brunswick, GA	Chesterfield, VA	Waycross, GA	Roswell, GA	Villa Rica, GA	Garden City, GA	Brunswick, GA	Jacksonville, FL	Conyers, GA
City Hall	\$295.00	\$385.00	\$440.00	\$483.00	\$935.00	\$3,413.00	\$2,475.00		\$2,800.00
Planning & Zoning	\$156.50	\$191.00	\$218.40	\$240.00	\$465.00	\$1,502.00	\$1,228.50		\$2,366.00
Municipal Services	\$229.15	\$292.81	\$334.64	\$368.00	\$710.00	\$1,806.00	\$1,882.35		\$2,800.00
Municipal Court	\$188.00	\$235.20	\$268.80	\$295.00	\$570.00	\$1,173.00	\$1,512.00		\$2,366.00
Welcome Center	\$293.60	\$383.04	\$437.76	\$481.00	\$930.00	\$3,479.00	\$2,462.40		\$2,800.00
Police Dept.	\$246.80	\$317.52	\$362.88	\$400.00	\$772.00	\$1,867.00	\$2,041.20		\$2,800.00
Public Works	\$150.00	\$182.00	\$208.00	\$228.00	\$442.00	\$1,186.00	\$1,170.00		\$2,366.00
North Center	\$759.90	\$1,035.86	\$1,183.84	\$1,300.00	\$2,530.00	\$2,840.00	\$6,659.10		\$5,600.00
WWTP	\$302.80	\$395.36	\$451.84	\$496.00	\$960.00	\$1,179.00	\$2,541.60		\$2,800.00
Water Plant	\$50.00	\$100.00	\$48.00	\$100.00	\$102.00	\$854.00	\$1,000.00		\$1,500.00
Fire Station #3	\$197.50	\$248.50	\$284.00	\$312.00	\$605.00	\$2,140.00	\$1,597.50		\$2,366.00
Fire Station #4	\$129.20	\$152.88	\$174.72	\$192.00	\$375.00	\$2,140.00	\$1,000.00		\$2,366.00
Fire Station #5	\$180.00	\$224.00	\$256.00	\$281.00	\$545.00	\$2,140.00	\$1,440.00		\$2,366.00
Fleet Services	\$66.70	\$100.00	\$74.72	\$100.00	\$160.00	\$1,094.00	\$1,000.00		\$1,500.00
Train Depot	\$106.40	\$120.96	\$138.24	\$152.00	\$300.00	\$1,878.00	\$1,000.00		\$1,500.00
Total Cost of Services	\$3,351.55	\$4,364.13	\$4,881.84	\$5,428.00	\$10,401.00	\$28,691.00	\$29,009.65	\$31,875.00	\$38,296.00

*Customer submitted proposal at \$0.425 sq. ft.

Request for Proposal was advertised on the City of Kingsland and Georgia Municipal Association websites.



The City of Kingsland, GA
107 South Lee Street
P.O. Box 250
Kingsland, GA 31548
Ph: 912-729-5613
Fax: 912-729-7618

August 27, 2020

Tracy Williams
Program Manager III
Georgia Environmental Finance Authority
233 Peachtree Street, NE, Suite 900
Atlanta, GA 30303-1506

SUBJECT: City of Kingsland
Extension Request Letter – 2017 CWSRF No. 2017047

Dear Tracy,

The City of Kingsland requests an amendment to the 2017 CWSRF Loan No. 2017047. Specifically, we request an extension to the loan schedule for a new Completion of Construction date of January 2021.

The scope of this loan involves mechanical, electrical, and process improvements at the City's Wastewater Treatment Plant (WWTP). Construction on this project started later than anticipated and the project completion is currently scheduled for November 2020. We request additional time past this date to account for any other unforeseen complications.

We look forward to your favorable consideration of our amendment request and allow us the additional time to complete this work.

Please contact me at 912-729-5613 if you have any questions or if you need any additional information.

Sincerely,

Lee Spell
City Manager



The City of Kingsland, GA
107 South Lee Street
P.O. Box 250
Kingsland, GA 31548
Ph: 912-729-5613
Fax: 912-729-7618

August 27, 2020

Tracy Williams
Program Manager III
Georgia Environmental Finance Authority
233 Peachtree Street, NE, Suite 900
Atlanta, GA 30303-1506

SUBJECT: City of Kingsland
Second Extension Request Letter – 2017 DWSRF No. 2017016

Dear Tracy,

The City of Kingsland requests an amendment to the 2017 DWSRF Loan No. 2017016. Specifically, we request an extension to the loan schedule for a new Completion of Construction date of June 2021.

The scope of this loan involves a second phase of water meter replacements in the City's potable water system as well as electrical and mechanical improvements at one of their Water Treatment Plants (WTP). The electrical improvements at WTP #1 and water meter replacement work are already completed. A contract to replace existing aerators at WTP #1 was set to begin earlier this year. However, EPD has recently required the City to procure new means of water storage at this treatment plant. The aerator replacement work is contingent on a new tank being installed, otherwise these units would be placed on an old clearwell abandoned soon after.

We look forward to your favorable consideration of our amendment request and allow us the additional time to complete this work.

Please contact me at 912-729-5613 if you have any questions or if you need any additional information.

Sincerely,

Lee Spell
City Manager



SAWCROSS INCORPORATED

10970 NEW BERLIN ROAD JACKSONVILLE, FL 32226-2270
904-751-7500 (VOICE) 904-751-0600 (FAX) WWW.SAWCROSS.COM (INTERNET)

September 11, 2020

Jared Wozny, P.E.
Carter & Sloope, Inc.
6310 Peake Road
Macon, GA 31210

Subject: City of Kingsland WWTF Renovations Project – Proposed Cost Proposal #10 (Walkways and Stairs at Clarifier Mechanism)

Dear Jared,

In regards to City of Kingsland WWTF Renovations Project, it has been requested to provide pricing to include the three (3) walkways and stairs at the clarifier mechanism that were initially removed from the original scope of work via addendum. This pricing includes painting, columns, concrete pedestals, engineering and installation. Below and attached you will find a complete breakdown showing all labor, material and equipment that will be required to complete the additional work. Additional time is required for shop drawings, review, production and installation.

Total Costs	\$45,515.09
Total Additional Contract Time (Calendar Days)	Thirty-Five (35) Day(s)

Sincerely,

Drew Hickinbotham

Drew Hickinbotham
Project Manager
904-751-7500 Ext. 113
drewh@sawcross.com

SAWCROSS, INC
 Cost Proposal Breakdown
 City of Kingsland WWTF Renovations Project
 CHANGE PROPOSAL #10 - WALKWAYS AND STAIRS @ CLARIFIER

Description	Unit	Qty	Unit Matl	Unit Labor	Total Matl	Total Labor	Sub/Misc.	Total
Walkways and Stairs (Material)	ls	1	31560.00	0.00	31560.00	0.00	0.00	31560.00
Columns	ls	1	750.00	0.00	750.00	0.00	0.00	750.00
Painting	ls	1	0.00	0.00	0.00	0.00	8776.00	8776.00
Subtotal					32310.00	0.00	8776.00	41086.00
Burden\Sales Tax					2261.70	0.00	0.00	2261.70
Subtotal					34571.70	0.00	8776.00	43347.70
O H & P							5%	2167.39
Total								45,515.09

Drew,

Good Afternoon

After going back over things the only thing we needed to add was the stair with engineering.

We can furnish all (3) walkways with rail and (1) stair with rail. mill finish.

(1) walkway at 21'-4"

(1) walkway at 16'-10"

(1) walkway at 20'-5"

(1) stair with rail

Based on drawing sheet #10

The walkways are to be able to attach to existing clarifiers or existing walkways. Stairs to attach to walkways for support. Any additional support required underneath the walkways ie: columns, bracing etc. will be an add do to drawing elv. not furnished. The engineering for walkways and stair to be provide stamp drawings with calculations.

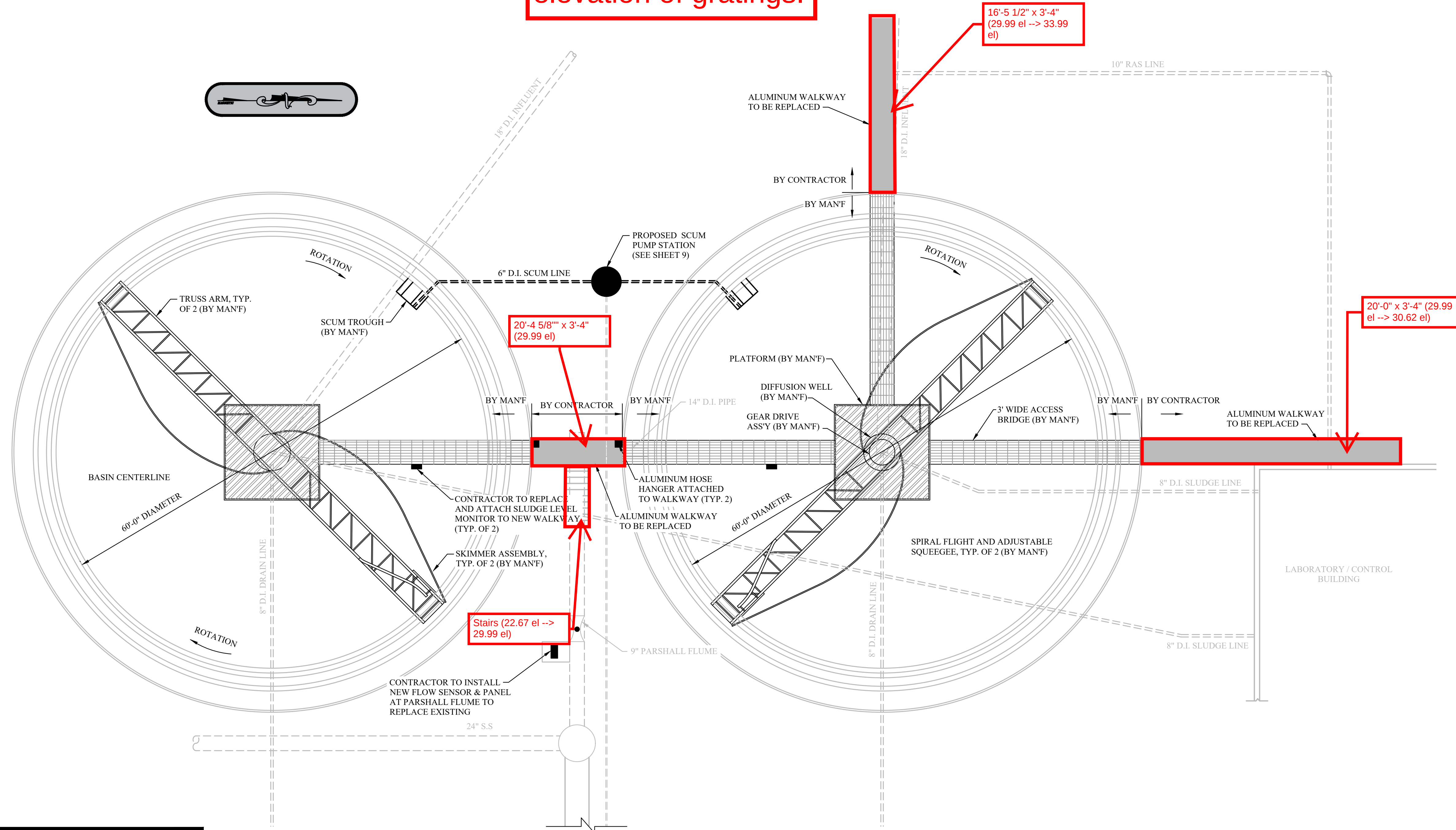
Tax not included.

Field measurements by Sawcross

Total Delivered : **\$ 31,650.00**

Thank You
Michael

Does NOT include
elevation of gratings.



CLARIFIERS-PLAN VIEW

SCALE: 1/8"=1'

GENERAL NOTES:

1. CONTRACTOR TO SAND BLAST AND PRESSURE WASH BOTTOM OF CLARIFIER AFTER EXISTING MECHANISM REMOVAL TO ENSURE GOOD GROUT ADHESION.
2. CONTRACTOR TO SWEEP IN 3" OF NEW GROUT ON CLARIFIER BOTTOM-SEE MAN'F RECOMMENDED PROCEDURE. USE BONDING AGENT ON EXISTING BOTTOM FOR ADHENSION. NOTE EXISTING CONCRETE BOTTOM IS 2" THICK GROUT OVER REINFORCED CONCRETE SLAB.
3. CONTRACTOR TO REMOVE ALL EXISTING GROUT BEFORE SWEEPING IN NEW GROUT.
4. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
5. CLARIFIER MECHANISM SHALL BE BY WALKER PROCESS OR OVIVO OR APPROVED EQUAL.
6. GRATING AND HANDRAILING BY MAN'F SHALL BE ALUMINUM.
7. EXISTING V-NOTCH WEIR PLATE AND SCUM BAFFLE TO REMAIN.
8. ALL NON STAINLESS STEEL AND NON ALUMINUM COMPONENTS TO BE FACTORY PRIMED AND COATED IN FIELD BY CONTRACTOR-SEE SPECIFICATION 09900.
9. EXPOSED PVC ALUM PIPING TO BE COATED - SEE SPECIFICATION 09900.
10. CONTRACTOR TO STRAP 1" ALUM LINE TO CONCRETE FINAL CLARIFIER STRUCTURE W/ S.S. PIPE STRAPS.
11. CONTRACTOR TO PRESERVE EXISTING RAILING AROUND CLARIFIER. REPLACE ANY DAMAGED IN THE COURSE OF THE WORK W/ NEW ALUMINUM HANDRAIL.

CLARIFIER EQUIPMENT NOTES:

1. EXCEPT WHERE NOTED ABOVE, ALL NEW EQUIPMENT, DEPICTED IN BOLD, SHOWN IN REFERENCE TO THE TWO EXISTING CLARIFIERS SHALL BE PROVIDED BY THE SPECIFIED MANUFACTURER, AS A PACKAGE, AND INSTALLED BY THE CONTRACTOR. CONTRACTOR SHOULD VIEW SPECIFICATIONS FOR SPECIFIC, CONTRACTOR PROVIDED ITEMS PERTAINING TO THIS INSTALLATION
2. ELECTRICAL PANELS AND OTHER APPURTENANCES REQUIRED ARE DESCRIBED IN THE SPECIFICATIONS AND ON THE ELECTRICAL PLANS
3. CONTRACTOR TO COORDINATE W/ MANUFACTURER FOR INSTALLATION OF 3' WIDE BRIDGE.

DEMOLITION NOTES:

1. CONTRACTOR TO TAKE CARE TO DISTURB EXISTING CONCRETE STRUCTURE AS LITTLE AS IS PRACTICAL. ANY DEMOLITION THAT DAMAGES THE EXISTING CONCRETE STRUCTURE TO BE REPAIRED AT CONTRACTORS EXPENSE.
2. CONTRACTOR TO FILL ALL ANCHOR BOLT HOLES AND ALL UNFINISHED AREAS RESULTING FROM DEMOLITION WORK W/ GROUT TO PROVIDE A FINISHED PRODUCT.
3. CONTRACTOR TO REMOVE AND PROPERLY DISPOSE OF ALL EQUIPMENT AND CONSTRUCTION DEBRIS SHOWN TO BE REPLACED UNLESS CLAIMED BY THE OWNER.

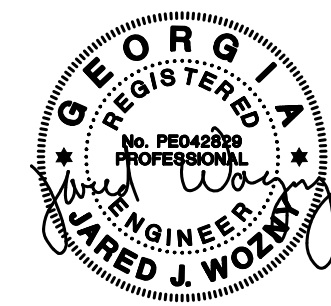
SCUM PUMP STATION NOTES:

1. CONTRACTOR SHALL RELOCATE EXISTING WATER & ALUM LINES IN VICINITY OF NEW STATION.
2. CONTRACTOR SHALL REMOVE AND REPLACE SCUM PIPING. NEW SCUM PIPING SHALL BE EPOXY LINED & SLOPED TO WET WELL AT MIN. 0.5% SLOPE.



Know what's below.
Call before you dig.

CLARIFIER MECHANISM REPLACEMENT



WASTEWATER TREATMENT
FACILITY RENOVATIONS
FOR THE
CITY OF KINGSLAND
CAMDAN COUNTY, GEORGIA

Carter & Sloop
CONSULTING ENGINEERS
MACON ♦ MOULTRIE ♦ ATHENS ♦ CANTON

6310 PEAKE ROAD . MACON, GA 31210 . 478.477.3923 TEL . 478.477.4691 FAX
GA COA LICENSE# PE001004 EXPIRES 6/30/2020

Attachment: Change Proposal #10 - Walkways and Stairs at Clarifier Mechanism (3215 - Approval Of: City of Kingland Waste Water Treatment Facility Renovations Project)

DSGN:	C & S
DRWN:	J.E.R.
SCALE:	AS-NOTED
ISSUE DATE:	JULY 01, 2019
PROJ. NO.:	K5000.120
DATE:	JULY 2019
SHEET NO.:	10

September 3, 2020

Mr. Cameron Brown
%City of Kingsland
6310 Peake Rd.
Macon, GA 31210

RE: Georgia Power Encroachment Agreement **#E157360**
Homeland - Kingsland 115KV Transmission Line

Mr. Brown:

Enclosed is GPCO's Encroachment Agreement **#E157360** for review. The signer's name and title should be printed or typed below the signature. The documents must be witnessed, notarized, and dated before returning. This will be our original document with original signatures. It must then be mailed by U.S. mail or equivalent. If this agreement is for a Corporation, it is to be signed by a legally authorized representative of the Corporation. For this agreement to be executed, it must be signed and returned to this office by the expiration date noted on the encroachment form.

Once approved by Georgia Power Co., one copy of the fully executed and notarized documents will be returned to you for your records and we will file it in the Camden County Courthouse.

Please feel free to contact me at (912) 287-5483 should you have any questions, or should I be of assistance in another matter.

Sincerely,



Tina S. Wilson
Forestry and Right of Way Services

Enclosures

Attachment: Ga Power Encroachment Agreement (3210 : Approval Of: Georgia Power Encroachment Agreement)

ENCROACHMENT AGREEMENT FOR EASEMENT

L. F. # **6-2148**
APPLICATION # **E157360 - Tina V**

SUBJECT: **HOMELAND - KINGSLAND 115KV TRANSMISSION LINE RIGHT-OF-WAY**

The **GEORGIA POWER COMPANY**, hereinafter called the "Power Company," hereby consents for **CITY OF KINGSLAND**, hereinafter called the "Undersigned," to use an area within the Power Company's subject electric transmission line right(s)-of-way described as follows:

Said right(s)-of-way being **100** feet in width and extending in part through Land Lot(s) n/a, **1606 G.M.** District/GMD, of **CAMDEN** Co Georgia, on which the Power Company has constructed and now maintains and operates said electric transmission line(s) by virtue of easements heretofore acquired by the Power Company. The said right(s)-of-way **is** shown on plat attached hereto and made a part hereof by **Exhibit A**.

The use of the area by the Undersigned within said right(s)-of-way, pursuant to this consent, shall be limited to the construction, operation and maintenance of **24" GRAVITY SEWER MAIN** at the location and to the extent as shown on said attached plat. It is specifically understood that no buildings or other obstructions of any type will be permitted within or on the subject transmission line right(s)-of-way.

The plans and specifications as submitted by the Undersigned meet the Power Company's approval provided the Undersigned conforms to the following terms and conditions:

1. The Undersigned agrees to obtain all necessary rights from the owners of the lands crossed by the Power Company's right(s)-of-way.
2. The Undersigned agrees to use said area within the Power Company's right(s)-of-way in such a manner as will not interfere with the Power Company's activities and facilities as now, or hereafter, exist thereon (hereinafter Power Company's "activities" and "facilities").
3. The Undersigned agrees that the use of Power Company's right(s)-of-way as herein provided shall in no way affect the validity of the Power Company's easement(s) and shall in no way modify or restrict the use or rights of the Power Company, its successors or assigns, in and to the extent to be used. The Undersigned acknowledges the Power Company's right and title to said easement(s) and the priority of the Power Company's use and hereby agrees not to resist or assail said priority.
4. The use of said area within said right(s)-of-way by the Undersigned shall be at the sole risk and expense of the Undersigned, and the Power Company is specifically relieved of any responsibility for damage to the facilities and property of the Undersigned resulting or occurring from the use of said right(s)-of-way by the Power Company as provided herein. The Undersigned covenants not to sue Power Company in that instance.
5. The Undersigned hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Undersigned from using any tools, equipment or machinery within ten (10) feet of the Power Company's overhead conductors. The Undersigned agrees to comply with the Official Code of Georgia, Section 46-3-30, et. seq. (HIGH-VOLTAGE SAFETY ACT), and any and all Rules and Regulations of the State of Georgia promulgated in connection therewith, all as now enacted or as hereinafter amended; and further agrees to notify any contractor(s) that may be employed by the Undersigned to perform any of the work referred to in this Agreement of the existence of said code sections and regulations requiring said work to be performed in compliance with said code sections and regulations by including same as a requirement in its request for bid and including said requirements in any contract let as a result of said bid. The Undersigned further agrees and covenants to warn all persons within the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous.
6. Notwithstanding anything to the contrary contained herein, the Undersigned agrees to reimburse the Power Company for all cost and expense for any damage to the Power Company's facilities resulting from the use by the Undersigned of said area within said right(s)-of-way. The Undersigned agrees that if in the opinion of the Power Company, it becomes necessary, as a result of the exercise of the permission hereby granted, to relocate, rearrange, change or raise any of the Power Company's facilities, to promptly reimburse the Power Company for all cost and expense involved in such relocation, rearrangement or raising of said facilities.

7. The Undersigned agrees to notify or have the Undersigned's contractor notify the Power Company's representative in **WAYCROSS**, Georgia, Phone: **912-287-5483**, at least three (3) business days prior to actual construction on the Power Company's right(s)-of-way.

8. The Undersigned agrees to indemnify and save harmless and defend the Power Company from the payment of any sum or sums of money to any persons whomsoever (including third persons, subcontractors, the Undersigned, the Power Company, and agents and employees of the Undersigned) on account of claims or suits growing out of injuries to persons (including death) or damage to property (including property of the Power Company) in any way attributable to or arising out of the use of the right(s)-of-way, by the Undersigned as herein provided, including (but without limiting the scope of)

generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorneys' fees, costs of investigation and defense, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the negligence on the part of the Power Company, its agents or employees.

9. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on said described right(s)-of-way, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contract subcontractors to indemnify and defend Power Company, its agents and employees as provided for above from payment of any sum or sum of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the Undersigned's facilities, projects or programs conducted on the Power Company's right(s)-of-way herein described, and excepting only those situations where the personal injury or property damage claimed have caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

10. The Undersigned further agrees to carry, if performing work or construction, and to require that any such third party, contract subcontractor doing or providing any such work or construction on said right(s)-of-way carry liability insurance which shall specifically cover contractually assumed liability. A certificate of such insurance issued by the appropriate insurance company shall be furnished to the Power Company upon request, said amount of insurance to be not less than \$2,000,000 per occurrence for bodily injury and property damage which out of or result from the Undersigned's operations under this agreement. The Power Company shall be named as an additional insured on this liability insurance coverage.

11. The Power Company has the right to remove all trees and brush from the limits of the right(s)-of-way. However, Power Company will permit some planting of shrubbery and *low growing trees* provided these plants do not interfere with the access to and operation of Power Company facilities and are planted at a distance greater than twenty-five (25) feet from any structure or attachment thereto. A *planted low growing tree* defined as a tree which grows no more than fifteen (15) feet in height at maturity.

12. The Undersigned agrees that all construction activity shall be conducted at a distance greater than twenty-five (25) feet from any structure or attachment thereto.

13. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.

The Undersigned hereby accepts the foregoing consent subject to the terms and conditions set forth above and in the event the Undersigned fails to perform as herein provided and shall not have executed and returned this Agreement on or before the **27TH of OCTOBER, 2020** this Agreement shall become void and no use of the Power Company's right(s)-of-way as herein provided for shall be made.

IN WITNESS WHEREOF, this Agreement has been duly executed, this the ____ day of _____, 20__.

UNDERSIGNED: City of Kingsland

WITNESS: _____

BY: _____

NAME: _____

NOTARY PUBLIC: _____

TITLE: _____

The Power Company has by its duly authorized agent executed this Agreement, this the ____ day of _____, 20__.

GEORGIA POWER COMPANY

WITNESS: _____

BY: _____

NAME: **JUAN MADRIGAL**

NOTARY PUBLIC: _____

TITLE: **Area Transmission Maintenance Manager**

Attachment: Ga Power Encroachment Agreement (3210 : Approval Of: Georgia Power Encroachment Agreement)

EXHIBIT A
TO ENCROACHMENT AGREEMENT FOR EASEMENT

Conditions of Encroachment Agreement:

- The location and dimensions of the encroachments permitted by this Agreement are strictly limited to that which is shown on this Exhibit. No alterations or changes to the location or dimensions of the encroachments, or additions to the encroachments, may be made without the prior written approval of Georgia Power. In the event of a violation of any of the terms and conditions of this Agreement, Georgia Power may demand removal of the facilities from the right-of-way and Undersigned shall remove the facilities within the time specified by Georgia Power. If Undersigned fails to do so, Georgia Power may remove the facilities at Undersigned's expense.
- All underground facilities shall be installed at a depth and/or strength to withstand the passage of heavy construction and maintenance vehicles and equipment. The facility be must be buried in accordance with GDOT standards for H-20 loads under unpaved roads.
- All line locations and associated line facilities shall be clearly marked with marker posts and visible at night. Marker posts must be placed at the following locations at a minimum: (1) at the line's entrance onto and exit from the R/W; (2) at points of inflection; and (3) at each side of road crossings.
- All underground lines shall be clearly marked with a continuous ribbon of buried cable warning tape buried above the facilities.
- Manholes and other means of underground access are not permitted within the right-of-way and are excluded from the permissions set forth in this Agreement unless specifically addressed and approved.

Other conditions:

- Adequate measures shall be installed to protect underground facilities from induced voltage within the right-of-way.
- All construction equipment used on the right-of-way must be less than fifteen (15) feet in height.

Power Company Initials: ____

Undersigned Initials: ____

Exhibit "A" EV # E157 360

Encroachment Agreement for Easement

From: GPCO

Brunswick TMC

To: City of Kingsland

Homeland - Kingsland 115KV T/L

Camden Co.; 1606 G.M. LD; LL N/A; LF 6-2148;

MF L476 Sht. 10 of 10; DF 6695

GPCO Initials _____

Undersigned Initials _____

