



# **CITY OF KINGSLAND, GEORGIA**

## **CITY COUNCIL**

**AGENDA • FEBRUARY 22, 2021**

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**Regular Meeting**

**City Council Chamber**

**6:00 PM**

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

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**I. PUBLIC HEARING - STARTS AT 6:00PM**

**II. CALL TO ORDER AND WELCOME GUESTS**

**III. INVOCATION AND PLEDGE TO THE FLAG**

**IV. ROLL CALL**

**V. CONSENT DOCKET**

**A.** Approve the Council Minutes of the last regular Council Meeting

February 8, 2021

**B.** Approve the Agenda as Presented

**C.** Approve the Payments of Accounts Payable as Due and Funds Available

Charles Grayson Day Jr.

Alex Blount

Farran Fullilove

James W Galloway

Mayor

Mayor Pro Tem

Councilman

Councilman

**VI. GRANTING AUDIENCE TO THE PUBLIC**

**VII. OLD BUSINESS**

**VIII. PLANNING AND ZONING**

**IX. NEW BUSINESS**

1. Approval Of: Intergovernmental Agreement with Camden County Board of Elections -

Intergovernmental Agreement with the Camden County Board of Elections and Registrations to conduct the Special Election for the City of Kingsland on March 16, 2021 to fill the Post 3 vacancy.

2. Approval Of: 2021 Section 125 Premium Only Plan Adoption Agreement -

The City of Kingsland Premium Only Plan (POP) enables employees to save an average of 30% on insurance they pay through payroll deduction because the POP allows those premiums to be deducted on a pre-tax basis. The city also saves about \$80 in taxes (the FICA match) on every \$1,000 our employees deduct on their paychecks. Last year the plan saved about \$131,925, including the \$104,152 in taxes saved by employees. *Staff recommends approval.*

3. Approval Of: POP Certificate of Resolution 2021 -

A Resolution approving the amended 2021 Section 125 Cafeteria Plan, providing authorization to implement the plan, and authorizing Human Resources to notify employees of the amended plan.

*Staff recommends approval.*

4. Approval Of: Mutual Aid Agreement for Kingsland/Woodbine -

The purpose of this Agreement is to provide for the rendering of extraterritorial assistance during the occurrence of a local emergency upon request between the City of Woodbine and City of Kingsland as provided in O.C.G.A. 36-69-3(a) to ensure the continuance of critical public services. *Staff recommends approval.*

5. Approval Of: Water Treatment Plant #1 Clear Well Change Order #1 -

WTP #1 Clear Well Change Order for the installation of 30 Helical Piles to support the concrete foundation and storage tank and the 6" to 12" nozzle exchange. *Staff recommends approval.*

6. Approval Of: Resolution #2021-4 Lake Manor West - Right of Way and Infrastructure -

*Staff recommends approval.*

## **X. MAYOR AND COUNCIL ANNOUNCEMENT**

## **XI. ADJOURNED**



**City Council**  
107 South Lee Street  
Kingsland, GA 31548

**SCHEDULED**

Meeting: 02/22/21 06:00 PM  
Department: City Clerk  
Category: Agreement  
Prepared By: Jean Seigler  
Initiator: Jean Seigler  
Sponsors:

**AGENDA ITEM (ID # 3415)**

DOC ID: 3415

## **Approval Of: Intergovernmental Agreement with Camden County Board of Elections**

Intergovernmental Agreement with the Camden County Board of Elections and Registrations to conduct the Special Election for the City of Kingsland on March 16, 2021 to fill the Post 3 vacancy.

**STATE OF GEORGIA****COUNTY OF CAMDEN**

INTERGOVERNMENTAL AGREEMENT BETWEEN THE **CITY OF KINGSLAND** AND THE **CAMDEN COUNTY BOARD OF ELECTIONS & REGISTRATION** TO CONDUCT SAID SPECIAL ELECTION FOR THE CITY OF KINGSLAND, GA

**THIS AGREEMENT** entered into between the *City of KINGSLAND*, Georgia, a Municipal Corporation, lying within the County of Camden, Georgia, hereinafter referred to as “City,” and the *Camden County Board of Elections & Registration*, hereinafter referred to as “Board.”

**WITNESSETH**

WHEREAS, the Georgia General Assembly created the Board having jurisdiction over the conduct of primaries and elections (2019 Ga. Laws, House Bill 1023), and provided that the Board was empowered with all the powers and duties relating to the conduct of elections and registration of voters as election superintendent and board of registrars pursuant to the provisions of Title 21 of the Official Code of Georgia; and

WHEREAS, pursuant to 2019 Ga. Laws, HB1023, as amended, the Board has the authority to contract with any municipal corporation located within Camden County for the holding by the Board of any primary or election to be conducted within the municipal corporation; and

WHEREAS, recommended guidelines of the Secretary of State concerning municipal use of election equipment and management of election by County Election Superintendent, recommend that cities and counties enter into intergovernmental agreements outlining the responsibilities and obligations of the City’s designee, agent, or authorized representative and the election superintendent of the county; and

WHEREAS, the City and the Board, in the performance of their electoral functions, desire to enter into this contract outlining the duties and obligations of each party to this Agreement in the conduct of any 2021 Municipal Elections for the citizens of the City; and

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the Board as follows:

**(1) Conduct of City Election**

The Board will conduct such election on the following terms and conditions, in all respects as required by the election laws set forth in Title 21 of the Official Code of Georgia Annotated.

## **(2) Term of Agreement**

The duties and obligations to be performed pursuant to this Agreement shall commence on January 28, 2021 and end on December 31, 2021.

## **(3) Duties and Responsibilities**

As used in this subsection the term “City” shall be construed to include the City’s designee, agent, or authorized representative. The term “Board” shall be construed to include the Board’s designee, agent, or authorized representative.

### **(a) Board and/or Elections Supervisor**

1. The Board will be responsible for ordering any and all ballots from its vendor.
2. The Board will be responsible for any translated materials, including but not limited to Official Ballots, Sample Ballots, public notices, etc.
3. The Board will be responsible for contracting with an approved third party for programming election equipment, conducting Logic and Accuracy Testing on all equipment, and maintaining all election equipment throughout Advance Voting and on Election Day.
4. The Board will be responsible for obtaining all material forms for the conduct of the election from the Secretary of State’s (SOS) Election Division.
5. The Board will be responsible for sending all Absentee by mail ballots in a timely manner as authorized by the SOS.
6. The Board will hire and train all poll officials.
7. The Board will be responsible for conducting all aspects of the City Election and certifying the election results.

### **(b) City**

1. The City shall provide the Board with an updated street listing for the City 30 days prior to Election Date.
2. The City, along with the Board, will agree to mutually discuss and schedule dates, times, and locations for Advance In Person Voting and Election Day.

## **(4) Costs**

Upon the completion of the election and any subsequent run off or rerun election, the Board of Elections will invoice the City for any and all costs and expenses reasonably incurred in connection with the conduct of the election. The City will remit payment of such invoice within thirty (30) days of receipt of the same.

## (5) Legal Responsibilities

To the extent permitted under Georgia Law, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to the City Election.

## (6) Miscellaneous

(a) The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers or representatives of the parties.

(b) This Agreement shall be construed under the laws of the State of Georgia.

(c) If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid.

(d) Any notice of communications hereunder shall be in writing, addressed as follows:

**County Board of Elections:** Shannon Nettles, Election Supervisor, P.O. Box 608, Woodbine, GA 31569.

**City of Kingsland:** Jean Seigler, City Clerk, PO Box 250, Kingsland, GA 31548

(e) This Agreement shall be exclusively for the benefit of the City and the Board and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

(f) The performance of either party hereunder shall be excused if such party is reasonably precluded from performance by the occurrence of an Uncontrollable Circumstance, which shall be defined as follows: Any act, event, or condition, or any combination thereof, that is beyond the reasonable control of the party relying on the same and that materially interferes with the performance of the party's obligations, to include, but not be limited to, (a) acts of God; (b) fire, flood, hurricane, tornado, and earthquakes; (c) the failure of any utility provider to provide and maintain utility services through no fault of the party; and (d) the preemption, confiscation, diversion, destruction, or other interference in possession or performance or supply of materials or services, by or on behalf of, or with the

authority of, a governmental body in connection with a declared or asserted public emergency by an entity other than one of the parties.

(g) Each of the individuals who execute this Agreement agrees and represents that he or she is authorized to execute this Agreement on behalf of the respective party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**County of CAMDEN:**

By: \_\_\_\_\_,

Camden County Board of Elections & Registration Chairperson

Attest: \_\_\_\_\_

County Clerk, Seal

**City of KINGSLAND:**

By: \_\_\_\_\_,

\_\_\_\_\_

Attest: \_\_\_\_\_,

City Clerk, Seal



**City Council**  
107 South Lee Street  
Kingsland, GA 31548

**SCHEDULED**

Meeting: 02/22/21 06:00 PM  
Department: City Manager  
Category: Agreement  
Prepared By: Lee Spell  
Initiator: Lee Spell  
Sponsors:  
DOC ID: 3418

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**AGENDA ITEM (ID # 3418)**

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## **Approval Of: 2021 Section 125 Premium Only Plan Adoption Agreement**

The City of Kingsland Premium Only Plan (POP) enables employees to save an average of 30% on insurance they pay through payroll deduction because the POP allows those premiums to be deducted on a pre-tax basis. The city also saves about \$80 in taxes (the FICA match) on every \$1,000 our employees deduct on their paychecks. Last year the plan saved about \$131,925, including the \$104,152 in taxes saved by employees. *Staff recommends approval.*

# Adoption Agreement (2021)

## For City of Kingsland

### Section 125 Premium Only Plan

The undersigned Employer amends the Premium Only Plan for those Employees who shall qualify as Participants hereunder. It shall be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

1. **Name of Employer:** City of Kingsland
2. **Effective Date:** This Amended Premium Only Plan shall be effective as of **April 1, 2021**.
3. **Effective Date of Original Plan:** This Premium Only Plan was originally effective April 1, 2008.
4. **Plan Year:** The Amended Plan year shall begin on **April 1, 2021**, and end on **March 31, 2022**. Future plan years will be based on the same twelve-month period beginning each **April 1** and ending each **March 31**.
5. **Plan number:** 520
6. **Employer's Principal Office:** This Premium Only Plan shall be governed under the laws of the:
  - a. ☒ (X) State of Georgia
  - b. ☐ ( ) Commonwealth of
7. **Benefits:** All the benefits listed below are included in this plan whether or not you currently offer them:
  - **Health Insurance and Voluntary Plans.** Premiums that are payroll deducted on a pre-tax basis may include low-deductible or high-deductible medical insurance, dental insurance, vision care, critical illness insurance, accidental death/dismemberment (ADD) insurance, hospital indemnity and/or cancer insurance. Individually-owned insurance policy premiums may not be paid with pre-tax dollars through the Premium Only Plan.
  - **Group-Term Life Insurance up to \$50,000.** The \$50,000 limit must include any employer-provided group-term life insurance coverage. For example, if the employer provides \$20,000 of group-term life insurance for employees, then participants in the POP can payroll deduct premiums on a pre-tax basis for up to \$30,000 of additional coverage. However, employees may not pay premiums that cover spouses or dependents on a pre-tax basis, even if the amount is de minimis.
  - **Disability Plan.** Short-term and long-term disability policies. If payroll deducted on a pre-tax basis, any future benefits received will be taxable to the employee.
  - **Health Savings Account (HSA).** Allows employees to make contributions by pre-tax payroll deduction to their individually-owned HSA. Employers may also make contributions to the employee's HSA plan on each employee's behalf, in the manner set forth in the Plan.

by \_\_\_\_\_  
City of Kingsland



**City Council**  
107 South Lee Street  
Kingsland, GA 31548

**SCHEDULED**

**AGENDA ITEM (ID # 3419)**

Meeting: 02/22/21 06:00 PM  
Department: City Manager  
Category: Resolution  
Prepared By: Lee Spell  
Initiator: Lee Spell  
Sponsors:  
DOC ID: 3419

9.3

## **Approval Of: POP Certificate of Resolution 2021**

A Resolution approving the amended 2021 Section 125 Cafeteria Plan, providing authorization to implement the plan, and authorizing Human Resources to notify employees of the amended plan.

*Staff recommends approval.*

# Certificate of Resolution (2021)

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**For City of Kingsland**

**Section 125 Premium Only Plan**

**Plan Year Ending March 31, 2022**

The undersigned Secretary or Principal of **City of Kingsland** (the Employer) hereby certifies that the following resolutions were duly adopted by the board of directors of the Employer on **February 22, 2021**, and that such resolutions have not been modified or rescinded as of the date hereof:

**RESOLVED**, that the form of Amended Section 125 Cafeteria Plan effective **April 1, 2021**, presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

**RESOLVED**, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the amended Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

**RESOLVED**, that the proper officers of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the amended Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that true copies of the Adoption Agreement, Plan Document, and the Summary Plan Description, approved and adopted in the foregoing resolutions, are attached herewith.

By \_\_\_\_\_  
Secretary/Principal

Attachment: Certificate of Resolution 2021 (3419 : Approval Of: POP Certificate of Resolution 2021-5)



**City Council**  
107 South Lee Street  
Kingsland, GA 31548

**SCHEDULED**

Meeting: 02/22/21 06:00 PM  
Department: City Manager  
Category: Agreement  
Prepared By: Lee Spell  
Initiator: Lee Spell  
Sponsors:  
DOC ID: 3408

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**AGENDA ITEM (ID # 3408)**

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## **Approval Of: Mutual Aid Agreement for Kingsland/Woodbine**

The purpose of this Agreement is to provide for the rendering of extraterritorial assistance during the occurrence of a local emergency upon request between the City of Woodbine and City of Kingsland as provided in O.C.G.A. 36-69-3(a) to ensure the continuance of critical public services. Staff recommends approval.

## **MUTUAL AID AGREEMENT**

This Agreement, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF KINGSLAND, a municipal corporation of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter "Kingsland"); and the CITY OF WOODBINE, a municipal corporation of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter "Woodbine"); (which are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

**WHEREAS**, the Parties are municipalities located in Camden County, Georgia separated by approximately nine (9) miles of Georgia State Highway 17; and

**WHEREAS**, it is the responsibility of the governments of the City of Woodbine, and the City of Kingsland to ensure the public safety of their citizens by providing adequate levels of municipal services to address any foreseeable routine or emergency situation; and

**WHEREAS**, the Parties each maintain and staff a Public Works Department and Water and Sewer Utility for the purpose of providing services to maintain public property, roadways and essential utility services in accordance with the ordinances, laws and statutes of local, state and federal jurisdiction; and

**WHEREAS**, the Parties have determined that it is to the mutual advantage and benefit of each of the Parties hereto that they render mutual public works and utility services to the other in the event of a local emergency, or when requested by either Party; and

**WHEREAS**, it is the desire of the signatories hereto to enter into this Agreement for mutual aid pursuant to the Georgia Mutual Aid Act, O.C.G.A. Section 36-69-1, et seq., and pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereto agree as follows:

### **ARTICLE I – MUTUAL AID**

#### 1.1 Purpose

The purpose of this Agreement is to provide for the rendering of extraterritorial assistance during the occurrence of a local emergency upon request between the City of Woodbine and City of Kingsland as provided in O.C.G.A. § 36-69-3(a). This Agreement is a reciprocal contract. Any Party to this Agreement may be requested by another Party to provide mutual aid.

#### 1.2 Definitions

*Local Emergency* as defined by O.C.G.A. § 36-69-2 means the existence of conditions of extreme peril to the safety of persons and property within the territorial limits of a political subdivision of the state or on a campus of an institution within the University System of Georgia caused by natural disasters, riots, civil disturbances, or other situations presenting major law enforcement and other public safety problems, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision of the state and which require the combined forces of other political subdivisions of the state to combat.

#### 1.3 Initiation of Mutual Aid Request

A. In the event Woodbine is in need of extraterritorial assistance from Kingsland as defined in Section 1.1 of this agreement, the City of Woodbine City Administrator or designee will make the request to the City of Kingsland City Administrator or his or her designee.

B. In the event the City of Kingsland is in need of extraterritorial assistance from the City of Woodbine as defined in Section 1.1 of this agreement, the City of Kingsland City Administrator or designee will make the request to the City of Woodbine City Administrator or his or her designee.

D. The authorized department representative whose assistance is sought shall evaluate the situation and his/her available resources and will respond in a manner deemed appropriate.

#### 1.4 Authority of Personnel Rendering Aid

Whenever the employees of the respective agencies are rendering aid outside the agency's normal operational jurisdiction, pursuant to the authority contained in O.C.G.A. § 36-69-4, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

### **ARTICLE II - LIABILITY**

2.1 There is no special duty imposed by this Agreement on any Party, or its respective agents and/or employees, to respond to emergency calls pursuant to this Agreement.

2.2 Nothing contained in this Agreement shall be construed to create an employment or agency relationship between the agents and employees of the Party providing aid and the Party receiving aid; no agent or employee of a Party shall be deemed to be an employee or agent of any other Party because of any action or incident arising pursuant to this Agreement.

2.3 All damages or repairs to any equipment or apparatus shall be the responsibility of the Party that owns such equipment or apparatus.

2.4 Nothing contained in this Agreement shall be construed to be a waiver of any Party's sovereign immunity, any individual's qualified immunity, official immunity or exemption from liability provided for by law.

2.5 Pursuant to O.C.G.A. § 36-69-7, the requesting Party shall not be liable for any acts or omissions of employees of a responding Party rendering assistance extraterritorially.

### **ARTICLE III – COMPENSATION**

3.1 The Party requesting assistance under this Agreement will be required to pay any compensation to the other Party under this Agreement for services rendered pursuant to this Agreement.

3.2 The Parties shall submit documentation evidencing the pay schedule for the municipal services requested hereunder.

3.3 Each Party to this Agreement shall comply with workers compensation laws of the State of Georgia without any cost to any other Party.

#### **ARTICLE IV – PRIVILEGES, IMMUNITIES, EXEMPTIONS AND BENEFITS**

Pursuant to O.C.G.A. § 36-69-6, all of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such employees of the City of Woodbine or the City of Kingsland when performing their respective functions within the City or Camden County, shall apply to such employees to the same degree, manner and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of Chapter 69 of Title 36 of the Official Code of Georgia relating to mutual aid. The provisions of O.C.G.A. § 36-69-6 shall apply with equal effect to paid, volunteer, and auxiliary employees.

#### **ARTICLE V – COMMAND STRUCTURE**

The Department Head of the Agency requesting assistance as provided in this Agreement shall be in command of the local emergency as to strategy, tactics, and overall direction of the operations with respect to the employees rendering assistance extraterritorially at the request of such Agency. All orders or directions regarding the operations of the employees rendering

assistance extraterritorially shall be relayed to the senior employee of the Agency rendering assistance extraterritorially.

#### **ARTICLE VI – LIMITATIONS**

6.1 Nothing in this agreement shall be construed as creating a duty to respond when requested by any Party signing this Agreement.

6.2 Nothing in this Agreement shall be construed as creating a duty on the part of the responding agency to stay at the scene of an emergency for any set length of time. Responding personnel and equipment may be removed at any time from the scene at the discretion of the ranking employee from the responding agency.

#### **ARTICLE VII - NO BENEFIT TO THIRD PARTIES**

This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

#### **ARTICLE VIII - TERM OF AGREEMENT**

8.1 This Agreement shall commence upon its approval by the respective governing bodies of the Parties and shall continue until December 31, 2021. This Agreement shall be reviewed and renewed annually by the Parties on January 1st, 2022, and each year thereafter unless and until such time as written notice of termination or notification is received by any Party at least ninety (90) days prior to the expiration of the first term or any renewal term thereafter. Pursuant to Georgia law, this Agreement cannot extend beyond fifty (50) years.

8.2 Notwithstanding the above, any Party to this Agreement may terminate the Agreement by giving no less than ninety (90) days written notice to the other Parties, and upon the running of ninety (90) days from such written notice, this Agreement shall be terminated.

### **ARTICLE IX - STANDBY OF EQUIPMENT**

Each Party agrees and acknowledges that it will be the responsibility of each Party to provide the backup coverage necessary for its own municipal services department.

### **ARTICLE X – ADMINISTRATION**

It is agreed by each of the Parties that for the purpose of liaison and administration, the City of Woodbine City Administrator and the City of Kingsland City Administrator shall be jointly responsible.

### **ARTICLE XI – CONSTRUCTION**

Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under any other mutual aid agreement as specifically provided by the laws of the State of Georgia.

### **ARTICLE XII - ADEQUATE COVERAGE FOR OWN JURISDICTION**

12.1 Each Party is responsible for providing adequate coverage for its own jurisdiction. Each Party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any Party to this Agreement to provide aid and assistance pursuant to a request from another Party. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Party requesting aid that it will not be able to provide mutual aid.

12.2 In the event that a Party has dedicated a major amount of specialized equipment to an incident at the request of another Party, the providing Party may in turn request aid from the other Party to cover areas left vacant within its jurisdiction as a result of its response. If the other Party has the means, time, and resources to assist the providing Party, it may do so at the judgment of its senior employee or his or her designee but is under no obligation to assist the providing Party.

### **ARTICLE XIII – ENTIRE AGREEMENT**

13.1 This Agreement shall constitute the entire agreement between the Parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

13.2 This Agreement shall be the sole instrument for the provision of mutual aid for emergency services between the Parties.

### **ARTICLE XIV – SEVERABILITY OF TERMS**

In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

### **ARTICLE XV – GOVERNING LAW**

This Agreement shall be governed in all respects as to the validity, construction, capacity, or otherwise, by the laws of the State of Georgia.

**IN WITNESS WHEREOF**, the Parties, acting by and through their duly authorized officers, have caused their hands and seals to be hereunto affixed, the day and year first above written.

#### **THE CITY OF WOODBINE:**

By: \_\_\_\_\_  
Kizzi Knight, Mayor

Attest to: \_\_\_\_\_

By: \_\_\_\_\_  
Lynn Courson, Clerk (SEAL)

#### **THE CITY OF KINGSLAND:**

By: \_\_\_\_\_  
Dr. C. Grayson Day, Mayor

Attest to: \_\_\_\_\_

By: \_\_\_\_\_  
Jean O. Seigler, Clerk (SEAL)



**City Council**  
107 South Lee Street  
Kingsland, GA 31548

**SCHEDULED**

**AGENDA ITEM (ID # 3407)**

Meeting: 02/22/21 06:00 PM  
Department: City Manager  
Category: Change Order  
Prepared By: Lee Spell  
Initiator: Lee Spell  
Sponsors:  
DOC ID: 3407

9.5

## **Approval Of: Water Treatment Plant #1 Clear Well Change Order #1**

WTP #1 Clear Well Change Order for the installation of 30 Helical Piles to support the concrete foundation and storage tank and the 6" to 12" nozzle exchange. *Staff recommends approval.*

**CHANGE ORDER # CO-001**

To  
City of Kingsland  
107 S. Lee St.  
Kingsland, GA 31548-5054

Project # 2020-1396FL  
PO# RFP# COK 20-048

| DESCRIPTION OF CHANGE                            | AMOUNT              |
|--------------------------------------------------|---------------------|
| Foundation Reinforcement with (30) Helical Piles | 106,140.00          |
| <b>Total</b>                                     | <b>\$106,140.00</b> |

**DETAILED SCOPE OF WORK**

This work includes the installation of 30 helical piles driven into the ground beneath the tank foundation per drawing included and per the GeoTech recommendations and approval of this type of piles. This change order also includes one extra 12" nozzles and the exchange of two 6" nozzles for two 12" nozzles according to previous conversations with Ron Knox.

|                                                            |               |
|------------------------------------------------------------|---------------|
| Original Contract Price .....                              | \$ 285,645.00 |
| Amount of Change Order Previously Approved/Submitted ..... | \$ 0.00       |
| Revised Contract Amount Prior to this Change Order .....   | \$ 285,645.00 |
| Total This Change Order .....                              | \$106,140.00  |
| New Revised Contract Amount .....                          | \$391,785.00  |

It is further understood and agreed that this written modification in no way adversely affects the validity and/or enforceability of all terms and conditions of said Agreement not specifically and expressly modified hereby.

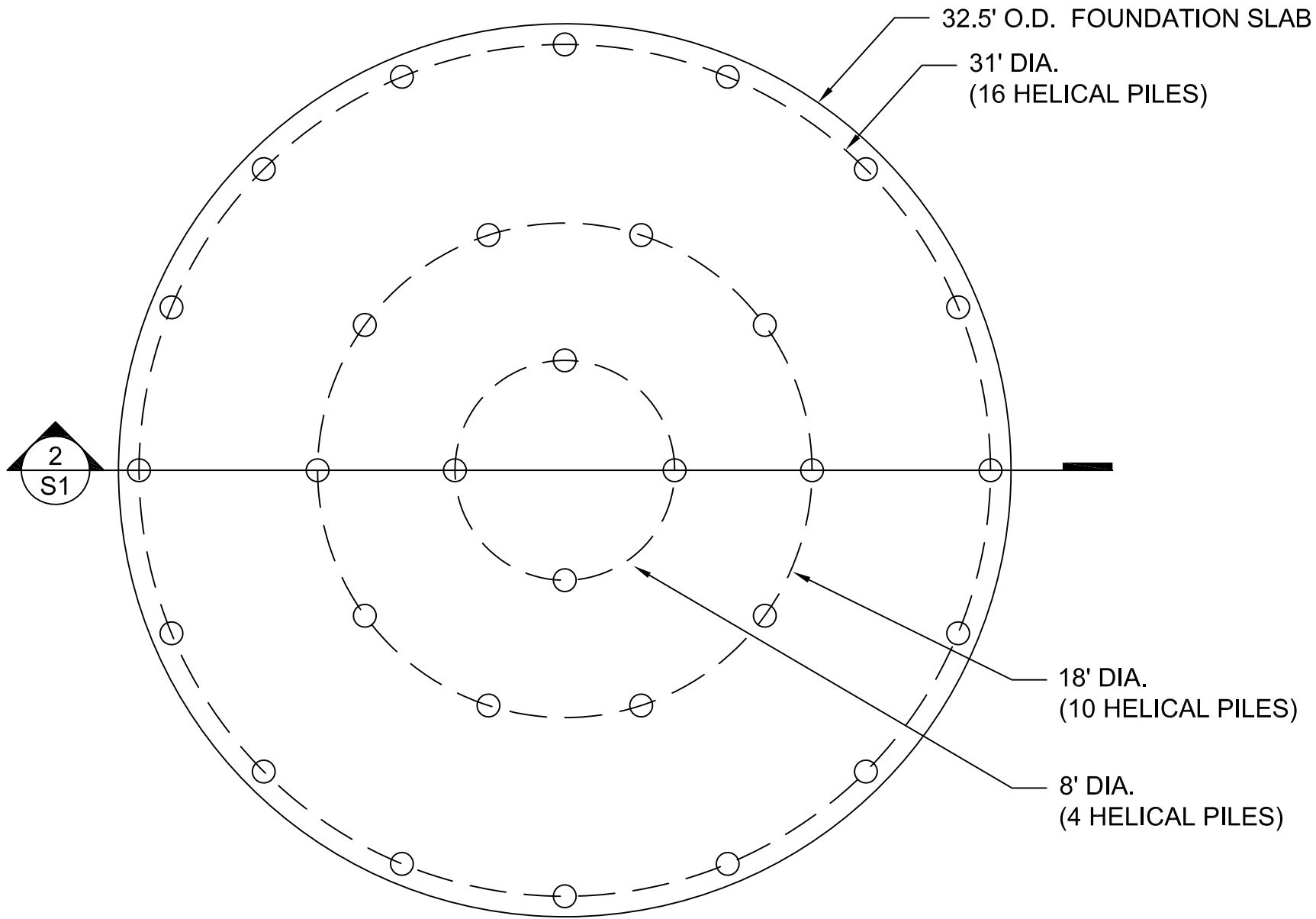
**SUBMITTED BY:**

Paolo A. Tatasciore

Date: Feb 4, 2021

**ACCEPTED BY:**

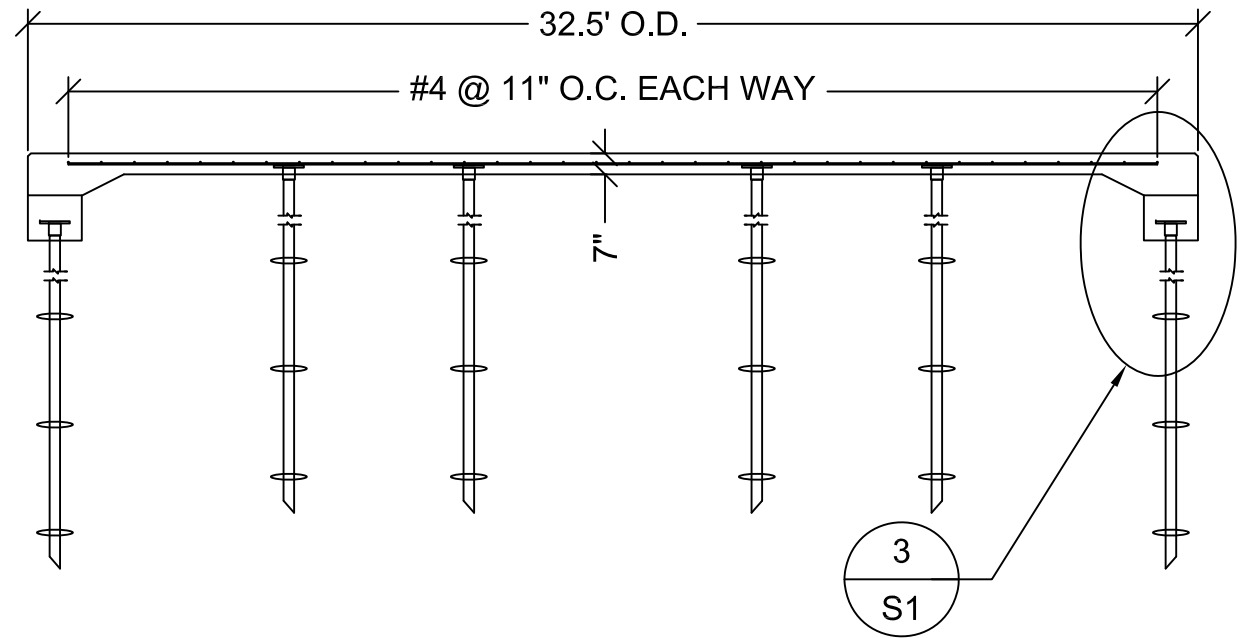
Date:



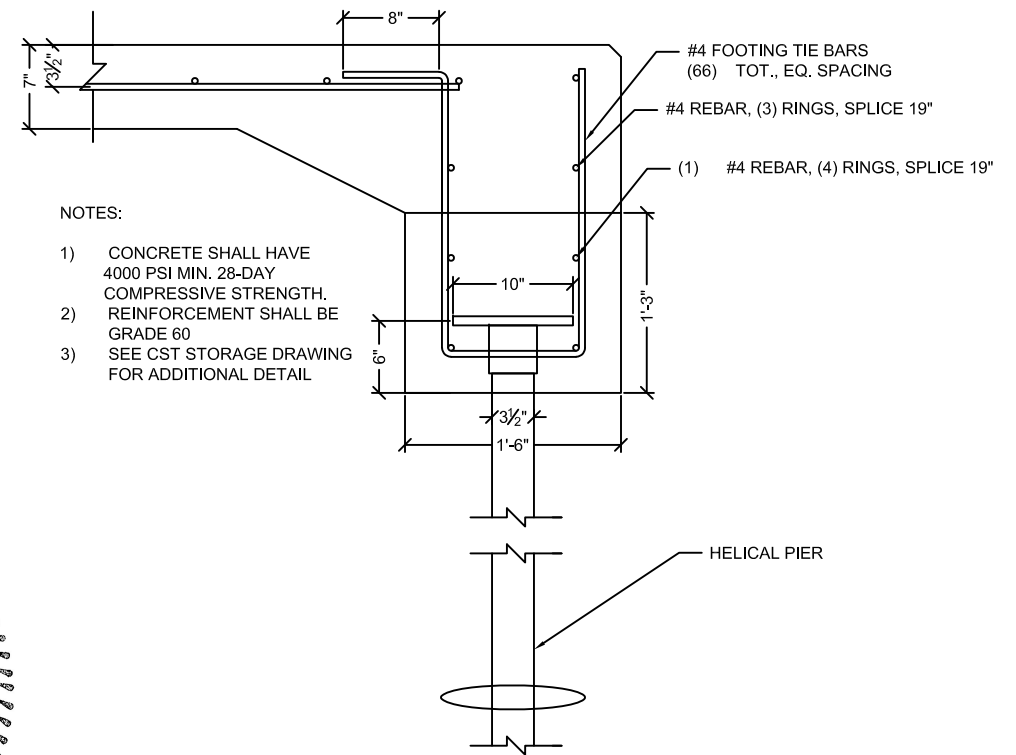
1 PLAN: FOUNDATION  
S1

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME  
UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY  
REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS  
OF THE STATE OF FLORIDA.

SIGNED \_\_\_\_\_  
DATE 1/11/2021 REG. NO. 26806



2 SECTION: FOUNDATION  
S1



3 DETAIL - PIER / FOUNDATION  
S1

Attachment: Digitally signed drawings - Kingsland Tank Foundation (3407 : Approval Of: Water Treatment Plant#1 Clear Well Change Order #1)

## City of Kingsland



### Contract Extension Agreement

The CONTRACT EXTENSION AGREEMENT is by and between the City of Kingsland (Owner) and Florida Aquastore & Utility Construction, Inc. ("Contractor"). The Contract Extension Agreement is in reference to RFP #COK 20-048, Glass-Fused-To-Steel Storage Tank-Clearwell.

The parties agree to extend the original contract completion date by adding an additional 60 days. The Extension binds and benefits both Parties and any successors or assigns.

This agreement shall be signed on behalf of City of Kingsland and Florida Aquastore & Utility Construction, Inc.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement)

OWNER:

CONTRACTOR:

City of Kingsland, Georgia \_\_\_\_\_ Florida Aquastore & Utility Construction, Inc.

By: \_\_\_\_\_ By: \_\_\_\_\_



**City Council**  
107 South Lee Street  
Kingsland, GA 31548

**SCHEDULED**

Meeting: 02/22/21 06:00 PM  
Department: City Clerk  
Category: Resolution  
Prepared By: Jean Seigler  
Initiator: Jean Seigler  
Sponsors:  
DOC ID: 3409

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**AGENDA ITEM (ID # 3409)**

---

**Approval Of: Resolution #2021-4 Lake Manor West - Right of Way and Infrastructure**

*Staff recommends approval.*

Resolution 2021-4  
RESOLUTION ACCEPTING PROPERTY

Whereas, the City of Kingsland has previously approved the subdivision plat of:

Lake Manor West, Phase I subdivision, as shown on that plat of survey prepared by Ernest R. Bennett, Jr. Registered Land Surveyor No. 2893, dated September 25, 2020, recorded in Plat Book 2020, Page 111, Camden County, Georgia, records.

Whereas, all streets and other improvements required under ordinances of the City of Kingsland have been completed and accepted by the City of Kingsland; and

Whereas, Lake Manor West, LLC has tendered to the City of Kingsland a deed conveying the following property:

All of College Street (a 60-foot right-of-way) as more fully and accurately shown and described on that certain plat of survey of Lake Manor West, Subdivision Replat No. 3, prepared by Ernest R. Bennett, Jr. Georgia Registered Land Surveyor No. 2893, dated September 25, 2020, recorded in plat book 2020, page 111, Camden County, Georgia, records.

Together with all water and sewer systems and infrastructure located therein and also together with all utility and drainage easement rights dedicated on the aforementioned subdivision plat. This conveyance shall not include any irrigation lines and wells located within the property being conveyed. Grantor hereby reserves an easement over, under and through the aforesaid property for the placement, repair, and maintenance of irrigation lines and wells.

Which deed is acceptable to the City of Kingsland;

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND, GEORGIA, that the deed from Lake Manor West, LLC to the City of Kingsland, Georgia, conveying the aforesaid street and easements within the subdivisions, dated \_\_\_\_\_, is hereby accepted by the City of Kingsland.

THIS \_\_\_\_ day of \_\_\_\_\_, 2021.

City of Kingsland, Georgia

By: \_\_\_\_\_

Its Mayor

Attest: \_\_\_\_\_

Its Clerk

STATE OF GEORGIA

COUNTY OF CAMDEN

QUIT-CLAIM DEED

THIS INDENTURE, made this 26 day of JANUARY, 2021, between, Lake Manor West LLC, a Georgia limited liability company, of the first part, and the CITY OF KINGSLAND, a municipal corporation of the State of Georgia, 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 whereof acknowledged, has bargained, sold, and by these presents does remise, convey and forever QUIT CLAIM to the said party of the second part, its successors and assigns, all those lots, tracts, or parcels of land lying and being in the City of Kingsland, 1606<sup>th</sup> G.M. District, Camden County, Georgia, more particularly described as follows:

All of College Street (a 60-foot right-of-way) as more fully and accurately shown and described on that certain plat of survey of Lake Manor West, Subdivision Replat No. 3, prepared by Ernest R. Bennett, Jr. Georgia Registered Land Surveyor No. 2893, dated September 25, 2020, recorded in plat book 2020, page 111, Camden County, Georgia, records.

Together with all water and sewer systems and infrastructure located therein and also together with all utility and drainage easement rights dedicated on the aforementioned subdivision plat. This conveyance shall not include any irrigation lines and wells located within the property being conveyed. Grantor hereby reserves an easement over, under and through the aforesaid property for the placement, repair, and maintenance of irrigation lines and wells.

TO HAVE AND TO HOLD the said bargained premises to the said party 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 aforementioned described premises or appurtenances, or any rights thereof.

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

LAKE MANOR WEST LLC, a Georgia limited liability company

By: [Signature] (SEAL)  
 Its member

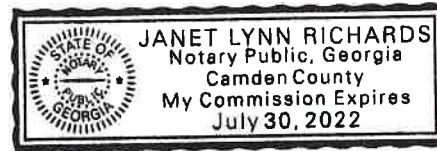
Signed sealed, and delivered

In the presence of:

[Signature: Amber Silver]

Witness

[Signature: Janet Lynn Richards]  
 Notary Public



## CLERK'S CERTIFICATE

I, Jean Seigler, 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 \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jean Seigler



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**

**City Council Meeting Date:** February 22, 2021

**Agenda Item:** Lake Manor West Subdivision – ROW/Infrastructure Acceptance

#### **Background:**

Lake Manor West, LLC has submitted a Quit- Claim Deed requesting the City of Kingsland to accept all infrastructure and ROW of Lake Manor West Subdivision. The final plat was approved by City Council in April 2019 and the one-year warranty period ended in December 2020. An inspection of the infrastructure was completed by the Planning Dept. and Public Works on December 15, 2020 with no issues found. All infrastructure was in good working order and the PD agreement that was submitted by the developer was followed.

**Zoning:** PD-R2

**Is Proposal Consistent with the Comprehensive Plan?** Yes

**Staff Recommendation:** Staff Recommends approval

Scott L. Kimball

Planning Director