



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • FEBRUARY 28, 2022

Regular Meeting

Webex

6:00 PM

Online Meeting Via WEBEX, Kingsland, GA 31548

I. CALL TO ORDER AND WELCOME GUESTS

II. ROLL CALL

Charles Grayson Day Jr.
James W Galloway
Farran Fullilove
Kristy Chance
Alex Blount

Mayor
Councilman
Councilman
Councilwoman
Mayor Pro Tem

III. INVOCATION AND PLEDGE TO THE FLAG

IV. CONSENT DOCKET

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

V. GRANTING AUDIENCE TO THE PUBLIC

VI. OLD BUSINESS

- 1. Approval of Re-Zoning Request of 307 and 451 East Hilton Avenue -

Matt Ellis and Will Ellis have applied for a re-zoning of parcels K16 01 015 and K16 01 014 containing a total of approximately 3.67 acres located at 307 and 451 East Hilton Avenue. The applicants have been using the properties for a commercial construction business for over 50 years and have been paying commercial taxes as well. The parcels were grand fathered in and not held to the current city zoning requirements. The applicants are now selling the property and are requesting the parcels be re-zoned to C-2 (General Commercial) for the purpose of being able to have continuous commercial uses allowed on the property.

The area surrounding the parcel is predominately single family residential with a few large undeveloped properties along East Hilton Avenue. The re-zoning of C-2 would not be consistent with the area and would go against the city comprehensive plan. To be able to sell the property as commercial and for an existing commercial use to be able to continue, the property would need to be re-zoned to C-2. There is sewer and water available to this immediate area. Current Zoning is R-1 (Single Family Residential).

Staff does not recommend approval. Re-zoning the property to C-2 would allow several types of uses that are not appropriate in a residential area. The Property can still be sold and developed as residential. *Planning Commission does not recommend approval. This was denied with a 5 to 1 vote, with 1 commissioner abstaining.*

VII. NEW BUSINESS

1. Approval Of: Ordinance #2022-02 - Amendment to Ordinance Sec. 15-49 Discharge of Firearms and Pellet Guns -

An amendment to allow for the discharge of blank cartridges under certain specified conditions including but not limited to sporting events, theatrical productions, and military funerals and memorials. *Staff recommends approval.*

2. Approval Of: ESG Engineering Master Agreement -

Master Service Agreement for ESG Engineering to provide comprehensive engineering consulting services on an as-needed basis. Agreement reviewed and approved by legal counsel. *Staff recommends approval.*

3. Bid Award: Purchase of 96-Gallon Wheeled Trash Cans -

The City requested proposals for 96-gallon wheeled trash cans for residential solid waste services. *Staff recommends Toter cans for a total of \$36,893.80 (includes delivery) for a full load, approximately 580 cans. Toter uses medium polyethylene (MDPE) that is engineered for toughness and high impact resistance.*

Vendors who submitted the lower bids use Injection molded carts. These are made with high density polyethylene (HDPE) which are brittle and offer poor impact resistance. In our experience the replacement rate was higher for HDPE cans.

4. Bid Award: Purchase of Three (3) Pickup Trucks -

Staff recommends low bid, Duval Ford, as follows:

Water/Sewer Operations (maintenance crew) - 3/4 ton 4X4, 2022 Ford F250-regular cab \$33,810

Fire department - 1/2 ton 4X2, 2022 Ford F150 super cab \$29,300

*Public Works (building maintenance) - 1/2 ton 4X2, 2022 Ford F150-regular cab
\$26,430*

5. Approval Of: Funding for New Public Health Facility -

Approval of a request for \$378,840 in funding for the new County Health Department to be located in Kingsland. This funding represents 31.57% of the \$1.2M funding shortfall and is based on the 2010 Census. Funding source will be General Fund.

VIII. MAYOR AND COUNCIL ANNOUNCEMENT

IX. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

Meeting: 02/28/22 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

TABLED

AGENDA ITEM (ID # 3784)

DOC ID: 3784

Approval of Re-Zoning Request of 307 and 451 East Hilton Avenue

Matt Ellis and Will Ellis have applied for a re-zoning of parcels K16 01 015 and K16 01 014 containing a total of approximately 3.67 acres located at 307 and 451 East Hilton Avenue. The applicants have been using the properties for a commercial construction business for over 50 years and have been paying commercial taxes as well. The parcels were grand fathered in and not held to the current city zoning requirements. The applicants are now selling the property and are requesting the parcels be re-zoned to C-2 (General Commercial) for the purpose of being able to have continuous commercial uses allowed on the property.

The area surrounding the parcel is predominately single family residential with a few large undeveloped properties along East Hilton Avenue. The re-zoning of C-2 would not be consistent with the area and would go against the city comprehensive plan. To be able to sell the property as commercial and for an existing commercial use to be able to continue, the property would need to be re-zoned to C-2. There is sewer and water available to this immediate area. Current Zoning is R-1 (Single Family Residential).

Staff does not recommend approval. Re-zoning the property to C-2 would allow several types of uses that are not appropriate in a residential area. The Property can still be sold and developed as residential. *Planning Commission does not recommend approval. This was denied with a 5 to 1 vote, with 1 commissioner abstaining.*

HISTORY:

02/14/22

City Council

TABLED

Next: 02/28/22

This item was tabled during the Consent Docket.



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: February 7, 2022

City Council Meeting Date: February 14, 2022

Agenda Item: Rezoning Request

Background:

Matt Ellis and Will Ellis has applied for a rezoning of parcels K1601 015 & K1601 014 containing a total of approx. 3.67 acres located at 307 and 451 E. Hilton Ave. The applicants have been using the properties for a commercial construction business for over 50 years and have been paying commercial taxes as well. The parcels were obviously grandfathered in and not held to the current city zoning requirements. The applicants are now selling the property and are requesting the parcels be rezoned to C-2 (General Commercial) for the purpose of being able to have continuous commercial uses allowed on the property.

Summary:

The area surrounding the parcel is predominantly single family residential with a few large undeveloped properties along E. Hilton Ave. The rezoning of C-2 would not be consistent with the area and would go against the city comprehensive plan. To be able to sell the property as commercial and for an existing commercial use to be able to continue, the property would need to be rezoned to C-2. There is sewer and water available to this immediate area.

Current Zoning: R-1 (Single Family Residential)

Is Proposal Consistent with the Comprehensive Plan? No

Staff Recommendation: Staff does not recommend approval. Rezoning the property to C-2 would allow several type of uses that are not appropriate in a residential area. The Property can still be sold and developed as residential.

Scott L. Kimball
Planning Director

City of Kingsland Zoning Map

Legend
King_Add_4112018

Category

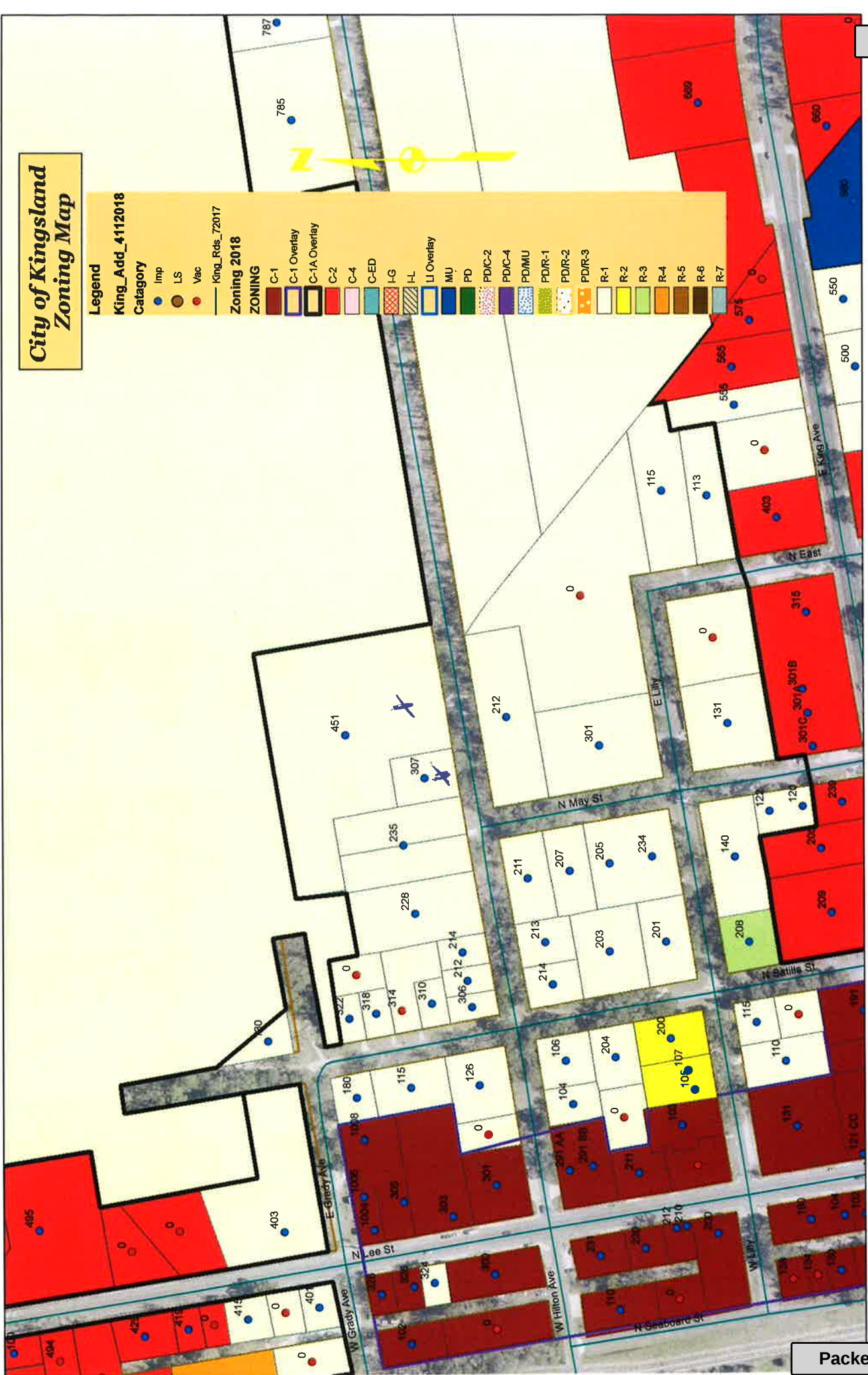
- Imp
- LS
- Vac

King_Rds_72017

Zoning 2018

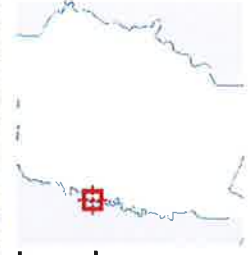
ZONING

- C-1
- C-1 Overlay
- C-1A Overlay
- C-2
- C-4
- C-ED
- IG
- IL
- LI Overlay
- MU
- PD
- PD/C-2
- PD/C-4
- PD/MU
- PDR-1
- PDR-2
- PDR-3
- R-1
- R-2
- R-3
- R-4
- R-5
- R-6
- R-7





Overview



Legend

-  Parcels
-  Roads
- USA Major Highways**
 -  Limited Access
 -  Highway
 -  Major Road
 -  Local Road
 -  Minor Road
 -  Other Road
 -  Ramp
 -  Ferry
 -  Pedestrian Way
- City Labels**

Parcel ID	K1601015	Owner	ELLIS WILLIAM H JR & MATT P	Last 2 Sales			
Class Code	Commercial		POST OFFICE BOX 1478	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	1/18/2005	0	FY	U
	KINGSLAND	Physical Address	451 E HILTON AVE	12/1/1994	0	NM	U
Acres	3.36	Assessed Value	Value \$116090				

(Note: Not to be used on legal documents)

Date created: 1/11/2022

Last Data Uploaded: 1/11/2022 3:48:27 AM

Developed by  Schneider
GEOSPATIAL



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 02/28/22 06:00 PM
Department: City Manager
Category: Amendment
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 3804

AGENDA ITEM (ID # 3804)

**Approval Of: Ordinance #2022-02 - Amendment to Ordinance
Sec. 15-49 Discharge of Firearms and Pellet Guns**

An amendment to allow for the discharge of blank cartridges under certain specified conditions including but not limited to sporting events, theatrical productions, and military funerals and memorials. *Staff recommends approval.*

ORDINANCE #2022-02

AN ORDINANCE TO AMEND CHAPTER 15, ARTICLE III, SECTION 15-49 DISCHARGE OF FIREARMS AND PELLET GUNS

Sec. 15-49. Discharge of firearms and pellet guns.

- (a) Except as provided below, it shall be unlawful to discharge firearms or pellet guns within the limits of the city.
- (b) Any person who shall violate or fail to comply with the provisions of this section shall be charged with such violation and tried in mayor's court, and, upon being found guilty, shall be punished in accordance with the provisions of the Charter of the city.
- (c) This section shall be deemed and construed to be an exercise of the police power of the city, for the preservation and protection of the public safety.
- (d) Exceptions:
 - (1) *Nuisance beaver situations:*
 - a. Nuisance beaver situations may cause an impoundment threatening downstream property, upstream flooding of land, trees or other vegetation killed by flooding, flooding of homes, flooding of highways, and impairment of drainage systems or landowner distress.
 - b. When a nuisance beaver situation has been identified, that person shall notify the Public Works Director (PWD) for the city or his/her designee. The PWD or his/her designee will inspect the identified area and render a decision that conditions exists as delineated in subparagraph a. above.
 - c. If conditions exist, the PWD is authorized to remove the beaver by any means necessary, including trapping or shooting the nuisance beaver.
 - d. The PWD may, at his discretion, authorize anyone to discharge a weapon to facilitate the removal of the nuisance beaver.
 - e. A .22 LR caliber rifle and pellet rifle will be the only authorized firearm.
 - f. The PWD may authorize such removal of a nuisance beaver upon easements and rights-of-way owned by the city.
 - g. The PWD and any person authorized by the PWD shall comply with the laws of the State of Georgia, including but not limited to O.C.G.A. Section 27-3-62.
 - (2) *Hunting preserves and hunting clubs:*
 - a. The prohibitions of this section shall not apply to the discharge of a firearm or pellet gun while lawfully hunting on land owned or operated by a hunting club or hunting preserve.
 - b. As used herein, the terms "hunting club" and "hunting preserve" mean a business or organization that allows the general public the privilege of hunting animals in a designated area for a charge or fee.
 - (3) *Defense of habitation, property, self, or others:* The prohibitions of this section shall not apply to the discharge of a firearm or pellet gun to the extent that state law allows such discharge as a lawful use of force in defense of self or others, in defense of a habitation, or in defense of other property.
 - (4) *Law enforcement:* The prohibitions of this section shall not apply to any duly sworn law-enforcement officer authorized by law to use firearms in the course of his/her duties

- (5) *Firing ranges:* The prohibitions of this section shall not apply to the discharge of a firearm or pellet gun at a lawfully operated target range or shooting gallery, provided that such range or gallery complies with all zoning requirements and further provided that such facility is constructed, equipped, and safeguarded to adequately prevent any bullet, pellet, or other projectile from being projected beyond the confines of such range or gallery.
- (6) *Discharge of Blank Cartridges:* The prohibitions of this section shall not apply to the discharge of a firearm loaded with a blank cartridge provided that the following conditions are satisfied:
- a. the firing of the blank cartridge shall not be allowed to result in the expulsion of a projectile;
 - b. the blank cartridge shall only be discharged as part of or in connection with a sporting event, theatrical production, or other performance;
 - c. the blank cartridge shall not be discharged by a minor;
 - d. the firearm containing the blank cartridge shall not be pointed at anyone; and
 - e. the firearm containing the blank cartridge shall not be carried by any person in a concealed fashion.
- (7) *Military Funerals and Memorials:* The prohibitions of this section shall not apply to the firing of salutes by honor guards at military funerals and memorials.

Dr. C. Grayson Day, Jr., Mayor

ATTEST:

Jean Seigler, City Clerk



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 02/28/22 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 3803

AGENDA ITEM (ID # 3803)

Approval Of: ESG Engineering Master Agreement

Master Service Agreement for ESG Engineering to provide comprehensive engineering consulting services on an as-needed basis. Agreement reviewed and approved by legal counsel. *Staff recommends approval.*

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

ESG ENGINEERING'S OFFICE	6400 Peake Road, Macon, GA 31210
ESG ENGINEERING'S PROJECT	Master Agreement 2022
PROJECT NAME:	Master Services Agreement for Engineering Services
CLIENT:	City of Kingsland
CLIENT'S ADDRESS:	107 S. Lee Street, Kingsland, GA 31548

CLIENT requests and authorizes ESG Engineering, Inc. (hereinafter "ESG Engineering") to perform the following Services:

Scope of Services

ESG Engineering, in support of Client, shall provide comprehensive engineering and consulting services on an as-needed basis at the request of Client. Specific services conducted by ESG Engineering shall be authorized through written Task Orders. Each Task Order shall consist of a Scope of Work containing a schedule, deliverables, and budget, in addition to a description of the services to be provided (the 'Services'). The terms and conditions of this Master Services Agreement (the 'Agreement') shall be applicable to each Task Order and incorporated by reference within each Task Order.

Compensation

Compensation by Client to ESG Engineering for each Task Order will be based on either a lump sum amount or a time and expense basis (Rate Table included as Attachment A), depending on the type of work to be performed for each Task Order. The type of compensation will be indicated in each Task Order.

If a Task Order is to be compensated on a time and expense basis, the Task Order shall specify a not-to-exceed amount. ESG Engineering shall incur no time or expense in excess of this amount without the express written approval of the Client.

ESG Engineering shall invoice Client on a monthly basis, with payment due and payable 30 days after receipt.

Other Terms

Each party's designated representative for a particular Scope of Work will be named in each Task Order.

The following documents shall be incorporated by reference to this Agreement following the mutual approval of any Task Order:

- Attachment A – Individual Task Order Scope of Services / Proposal (Initiated upon request of Client); and Attachment B – Schedule of Insurance Coverage.

Services covered by this AGREEMENT will be performed in accordance with the Provisions and applicable terms and conditions of the Task Order in question. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

CLIENT:**ESG ENGINEERING, INC.:**

Signature _____

Name (printed) _____

Title _____

Date _____

Signature _____

Name (printed) _____

Title _____

Date _____

PROVISIONS

1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for ESG Engineering to proceed with the performance of Services defined by the issuance of a Task Order, unless otherwise provided for in this AGREEMENT.

2. Per Diem Rates

ESG Engineering's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for Services performed in conjunction with a particular Task Order by ESG Engineering employees. If applicable, these rates will be contained in the issued and agreed upon task order.

3. NOT USED

4. Cost Opinions

Any cost opinions or project economic evaluations provided by ESG Engineering will be on a basis of experience and judgment, but, since ESG Engineering has no control over market conditions or bidding procedures, ESG Engineering cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

5. Standard of Care

The standard of care applicable to ESG Engineering's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time ESG Engineering's services are performed. ESG Engineering will re-perform any services not meeting this standard without additional compensation.

6. Termination

This AGREEMENT may be terminated for convenience on 30 days' written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days

of written notice and diligently complete the correction thereafter. On termination, ESG Engineering will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

7. Payment to ESG Engineering

Monthly invoices will be issued by ESG Engineering for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

8. Limitation of Liability

ESG Engineering's liability for CLIENT's damages will, in the aggregate, not exceed the limits of insurance coverage available at the time of signature of this agreement. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it.

9. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

10. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and ESG Engineering and its third party beneficiaries as provided in Provision 8.

11. Materials and Samples

Any items, substances, materials, or samples removed from a project site for testing, analysis, or other evaluation will be returned to the project

site unless agreed to otherwise. CLIENT recognizes and agrees that ESG Engineering is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that ESG Engineering assumes no risk and/or liability for a waste or hazardous waste site originated by other than ESG Engineering.

12. Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

13. Integration

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

14. Force Majeure

If performance of the Services is affected by causes beyond ESG Engineering's reasonable control, project schedule and compensation shall be equitably adjusted.

15. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

16. Changes

CLIENT may make or approve changes within the general Scope of Services provided by the terms of a particular Task Order. If such changes affect ESG Engineering's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to the Task Order in question.

17. Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for a project, ESG Engineering has no control over cost

or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ESG Engineering makes no warranty that CLIENT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from ESG Engineering's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of Project cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

18. Access to Facilities and Property

CLIENT will make its facilities accessible to ESG Engineering as required for the performance of its services and will provide labor and safety equipment as required by ESG Engineering for such access. CLIENT will perform, at no cost to ESG Engineering, such tests of equipment, machinery, pipelines, and other components of CLIENT's facilities as may be required in connection with ESG Engineering's services.

19. Reuse of Project Documents

All reports, drawings, specifications, documents, and other deliverables of ESG Engineering, whether in hard copy or in electronic form, are instruments of service for the pertinent Task Order, whether the Task Order is completed or not. CLIENT agrees to indemnify ESG Engineering and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these Task Order documents to the extent allowed under Georgia law.

20. Client-Furnished Data

CLIENT will provide to ESG Engineering all data in CLIENT's possession relating to ESG Engineering's Services. ESG Engineering will reasonably rely

upon the accuracy, timeliness, and completeness of the information provided by CLIENT.

EXHIBIT “A”

2022 Hourly Rate Schedule

Staff Classification	2022 Hourly Rates
Principal/Senior Project Manager	195
Senior Project Engineer	180
Project Engineer/Project Manager	160
Staff Engineer III	130
Staff Engineer II	120
Staff Engineer	110
Engineering Intern	86
Senior CAD Designer	120
CAD Designer	100
CAD Tech II	85
Junior CAD Tech	75
Admin	75

Attachment: ESG Master Agreement with Exhibits (3803 : Approval Of: ESG Engineering Master Agreement)

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/

7.2.a

10/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 200 Brookstone Centre Pkwy Suite 118 Columbus, GA 31904	CONTACT NAME: Rebecca Hightower PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: Rebecca.Hightower@MarshMMA.com														
INSURED ESG Engineering, Inc. 6400 Peake Road Macon, GA 31210	<table border="1"> <thead> <tr> <th data-bbox="816 426 1437 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1534 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1437 483">INSURER A : Hartford Underwriters Insurance Co.</td> <td data-bbox="1437 453 1534 483">30104</td> </tr> <tr> <td data-bbox="816 483 1437 512">INSURER B : Sentinel Insurance Co., LTD</td> <td data-bbox="1437 483 1534 512">11000</td> </tr> <tr> <td data-bbox="816 512 1437 541">INSURER C : Hartford Accident & Indemnity</td> <td data-bbox="1437 512 1534 541">22357</td> </tr> <tr> <td data-bbox="816 541 1437 571">INSURER D :</td> <td data-bbox="1437 541 1534 571"></td> </tr> <tr> <td data-bbox="816 571 1437 600">INSURER E :</td> <td data-bbox="1437 571 1534 600"></td> </tr> <tr> <td data-bbox="816 600 1437 638">INSURER F :</td> <td data-bbox="1437 600 1534 638"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Underwriters Insurance Co.	30104	INSURER B : Sentinel Insurance Co., LTD	11000	INSURER C : Hartford Accident & Indemnity	22357	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			20SBAAN6EMX	10/15/2021	10/15/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			20UECEI0363SA	10/15/2021	10/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$			20SBAAN6EMX	10/15/2021	10/15/2022	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WECAN6FSR	10/15/2021	10/15/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

(GL) Blanket Additional Insured per form SL 30 32 06 21

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

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Architects and Engineers Advantage

Professional Liability Insurance

Declarations Page

NOTICE: THIS POLICY IS A CLAIMS-MADE POLICY. PLEASE READ THE POLICY CAREFULLY.

Policy Number

LHA H801096 00

The Hanover Insurance Company

440 Lincoln Street
Worcester, MA 01653
(A Stock Insurance Company, herein called the **Insurer**)

Item 1. NAMED INSURED AND ADDRESS

ESG Engineering Inc
6400 Peake Rd
MACON, GA 31210

Item 2. POLICY PERIOD

Effective Date: 10/15/2021

Expiration Date: 10/15/2022

(12:01 AM standard time at the address shown in Item 1.)

Item 3. LIMIT OF LIABILITY

(Refer to Insuring Agreement C.1.)

- a. \$2,000,000 per **Claim** for **Damages** and **Claim Expenses**; not to exceed
- b. \$2,000,000 Aggregate for **Damages** and **Claim Expenses**, for all **Claims**

Item 4. DEDUCTIBLE

(Refer to Insuring Agreement C.2.)

- a. \$20,000 Each Claim (applies to amounts for **Damages** and **Claim Expenses**)
- b. \$60,000 Maximum Aggregate (applies to amounts for **Damages** and **Claim Expenses**)

Item 5. RETROACTIVE DATE

08/01/2008

Item 6. LIMITS FOR SUPPLEMENTAL COVERAGE

Remediation Expense - (Refer to Section A.4.b.)

\$2,000,000 per Design Error Circumstance /
\$2,000,000 in the Aggregate

ADA, FHA & OSHA Regulatory or Administrative Actions
Expense - (Refer to Section A.4.c.)

\$25,000 per Action /
\$50,000 in the Aggregate

Crisis Event Expense - (Refer to Section A.4.d.)

\$25,000 per Event /
\$50,000 in the Aggregate

Reputation Protection Expense - (Refer to Section A.4.e.)

\$15,000 in the Aggregate

Disciplinary Proceedings Expense - (Refer to Section A.4.f.)

\$25,000 in the Aggregate

Municipal Securities Rulemaking Board Defense
Expense - (Refer to Section A.4.g.)

\$50,000 in the Aggregate

MSRB Retroactive Date 08/01/2008

Withheld Client Fee Assistance - (Refer to Section A.4.h.)

\$25,000 in the Aggregate

Loss of Earnings Expense - (Refer to Section A.4.i.)

\$500 per day per Insured / \$15,000 in the
Aggregate for all Insureds in each Claim

Nonprofit Directors and Officers Expense - (Refer to
Section A.4.j.)

\$10,000 in the Aggregate

Peer Review Expense - (Refer to Section A.4.k.)

\$5,000 in the Aggregate



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 02/28/22 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 3768

AGENDA ITEM (ID # 3768)

Bid Award: Purchase of 96-Gallon Wheeled Trash Cans

The City requested proposals for 96-gallon wheeled trash cans for residential solid waste services. *Staff recommends Toter cans for a total of \$36,893.80 (includes delivery) for a full load, approximately 580 cans. Toter uses medium polyethylene (MDPE) that is engineered for toughness and high impact resistance.*

Vendors who submitted the lower bids use Injection molded carts. These are made with high density polyethylene (HDPE) which are brittle and offer poor impact resistance. In our experience the replacement rate was higher for HDPE cans.

City of Kingsland
 Bid Tabulation
 RFP #COK 22-004
 Tuesday, January 18, 2022 @ 2:00 PM

	# of Cans 300			
Company	Cost of Cans	Delivery	Total Cost	ETA
Otto Environmental Systems	\$16,800.00	\$1,950.00	\$18,750.00	45 Days
Rehig Pacific Company	\$18,900.00	Included	\$18,900.00	30 Days
Cascade Engineering	\$20,265.00	Included	\$20,265.00	45-60 Days
Toter, LLC	\$17,850.00	\$2,418.00	\$20,268.00	35 Days
IPL Plastics, Inc	\$18,630.00	\$3,350.00	\$21,980.00	35 Days
	# of Cans 580			
Company	Cost of Cans	Delivery	Total Cost	ETA
Cascade Engineering	\$34,446.20	Included	\$34,446.20	45-60 Days
Otto Environmental Systems	\$32,480.00	\$3,770.00	\$36,250.00	45 Days
Rehig Pacific Company	\$36,540.00	Included	\$36,540.00	30 Days
Toter, LLC	\$34,510.00	\$2,383.80	\$36,893.80	35 Days
IPL North America, Inc.	\$35,264.00	\$3,350.00	\$38,614.00	35 Days

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

Staff recommends Toter cans for a total of \$36,893.80 (includes delivery) for a full load, approximately 580 cans. Toter uses medium polyethylene (MDPE) that is engineered for toughness and high impact resistance.

Vendors who submitted the lower bids use Injection molded carts. These are made with high density polyethylene (HDPE) which are brittle and offer poor impact resistance. In our experience the replacement rate was a lot greater for HDPE cans.

Attachment: Bid Tabulation-Garbage Cans Jan 2022 (3768 : Bid Award: Purchase of 96-Gallon Wheeled Trash Cans)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3765)

Meeting: 02/28/22 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 3765

7.4

Bid Award: Purchase of Three (3) Pickup Trucks

Staff recommends low bid, Duval Ford, as follows:

*Water/Sewer Operations (maintenance crew) - 3/4 ton 4X4, 2022 Ford F250-regular cab
\$33,810*

Fire department - 1/2 ton 4X2, 2022 Ford F150 super cab \$29,300

Public Works (building maintenance) - 1/2 ton 4X2, 2022 Ford F150-regular cab \$26,430

Bid Tabulation
Purchase of Pickup Trucks
RFP #COK 22-008
Tuesday, February 15, 2022 @ 2:00 PM

Water/Sewer Operations-Maintenance Crew
One (1) 3/4 Ton 4X4

Vendor	Year-Make-Model	Cost of Vehicle	Total Cost of Delivery	Total Cost of Vehicle with Delivery	Estimated Time of Delivery
Duval Ford Jacksonville, FL	2022 Ford F250-Regular Cab	\$33,810.00	N/A	\$33,810.00	120 Days
State of GA Auto Choice	2022 Dodge Ram 1500-Crew Cab (1/2 ton)	\$39,606.60	N/A	\$39,606.00	180 Days
Friendship Ford of Bristol Bristol, Tenn	2022 Ford F250-Regular Cab	\$41,795.00	\$350.00	\$42,145.00	190 Days
Ginn Chrysler-Jeep-Dodge Covington, GA	2021 Dodge Ram 1500 Tradesman- Crew Cab (1/2 ton)	\$43,322.00	\$350.00	\$43,672.00	Available Immediatley
Wade Ford Smyrna, GA	2023 Ford F250-Super Cab	\$44,576.60	\$400.00	\$44,976.60	365 Plus Days
Murray Ford Kingsland, GA					NO BID SUBMITTED
Bennett Chev. & Chrysler-Jeep-Dodge Kingsland, GA					NO BID SUBMITTED
Allan Vigil Ford Morrow, GA					NO BID SUBMITTED
Woody Folsom Baxley, GA					NO BID SUBMITTED
Brannen Ford Company Unadilla, GA					NO BID SUBMITTED

This Request for Proposal was advertiesed on the City of Kingsland and GMA websites.

Bid Tabulation
Purchase of Pickup Trucks
RFP #COK 22-008

Fire Department
One (1) 1/2 Ton 4X2 (Extra Cab)

Vendor	Year-Make-Model	Cost of Vehicle	Total Cost of Delivery	Total Cost of Vehicle with Delivery	Estimated Time of Delivery
Duval Ford Jacksonville, FL	2022 Ford F150-Super Cab	\$29,300.00	N/A	\$29,300.00	120 Days
Wade Ford Smyrna, GA	2022 Ford F150	\$33,035.00	\$400.00	\$33,435.00	120-160 Days
State of GA Auto Choice	2022 Dodge Ram 1500-Crew Cab	\$35,703.06	N/A	\$35,703.06	180 Days
Friendship Ford of Bristol Bristol, Tenn	2022 Ford F150-Super Cab	\$40,595.00	\$350.00	\$40,945.00	190 Days
Ginn Chrysler-Jeep-Dodge Covington, GA	2021 Dodge Ram 1500 Tradesman- Crew Cab	\$43,322.00	\$350.00	\$43,672.00	Available Immediately
Murray Ford Kingsland, GA					NO BID SUBMITTED
Bennett Chev. & Chrysler-Jeep-Dodge Kingsland, GA					NO BID SUBMITTED
Allan Vigil Ford Morrow, GA					NO BID SUBMITTED
Woody Folsom Baxley, GA					NO BID SUBMITTED
Brannen Ford Company Unadilla, GA					NO BID SUBMITTED

This Request for Proposal was advertised on the City of Kingsland and GMA websites.

Bid Tabulation
Purchase of Pickup Trucks
RFP #COK 22-008

Public Works-Building Maintenance
One (1) 1/2 Ton 4X2 (Regular Cab)

Tuesday, February 15, 2022 @ 2:00 PM

Vendor	Year-Make-Model	Cost of Vehicle	Total Cost of Delivery	Total Cost of Vehicle with Delivery	Estimated Time of Delivery
Duval Ford Jacksonville, FL	2022 Ford F150-Regular Cab	\$26,430.00	N/A	\$26,430.00	120 Days
Wade Ford Smyrna, GA	2022 Ford F-150	\$32,965.00	\$400.00	\$33,365.00	120-160 Days
Friendship Ford of Bristol Bristol, Tenn	2022 Ford F150	\$37,525.00	\$350.00	\$37,875.00	190 Days
Ginn Chrysler-Jeep-Dodge Covington, GA					NO BID SUBMITTED
State of GA Auto Choice					NO BID SUBMITTED
Murray Ford Kingsland, GA					NO BID SUBMITTED
Bennett Chev. & Chrysler-Jeep-Dodge Kingsland, GA					NO BID SUBMITTED
Allan Vigil Ford Morrow, GA					NO BID SUBMITTED
Woody Folsom Baxley, GA					NO BID SUBMITTED
Brannen Ford Company Unadilla, GA					NO BID SUBMITTED

This Request for Proposal was advertised on the City of Kingsland and GMA websites.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 02/28/22 06:00 PM
Department: City Manager
Category: Miscellaneous
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 3812

AGENDA ITEM (ID # 3812)

Approval Of: Funding for New Public Health Facility

Approval of a request for \$378,840 in funding for the new County Health Department to be located in Kingsland. This funding represents 31.57% of the \$1.2M funding shortfall and is based on the 2010 Census. Funding source will be General Fund.



Board of County Commissioners

P.O. Box 99/200 East 4th Street • Woodbine, Georgia 31569

Phone: 912-576-5601 • Fax: 912-576-5647 • www.camdencountyga.gov

TO: Mayor Dr. C. Grayson Day, City of Kingsland
 Mayor John Morrissey, City of St. Marys
 Mayor Kizzi Knight, City of Woodbine
 FROM: *Gary Blount*
 Gary Blount, Chairman, Camden County Board of Commissioners
 DATE: February 7, 2022
 RE: Public Health Facility

A new public health facility is a County-wide SPLOST 8 project. This facility would consolidate St. Marys' Health Clinic, Woodbine's Health Clinic and the Environmental Health Facility. The original plan was for a 25,000 SF building, but due to construction costs it has been scaled back to 15,000 SF with potential for future expansion. The estimated cost for the 15,000 SF facility is \$4.5 million (\$300/SF). In addition to funding from SPLOST (\$1.2M), the Health Department (\$800,000), WIC (\$300,000), and submitted CDBG grant (\$1.0M). Eligibility for the CDBG requires a commitment to fund the remaining \$1.2 million.

SPLOST	\$1,200,000
Health Dept.	800,000
WIC	300,000
CDBG	1,000,000
Additional Funding	<u>1,200,000</u>
Total	<u>\$4,500,000</u>

Camden County Board of Commissioners is requesting the cities of St. Marys, Kingsland, and Woodbine consider jointly funding the \$1.2 million based on the following allocation from American Rescue Plan (ARP) funds:

	Population-2010 Census	Percent Allocation	Amount
St. Marys	17,121	33.89%	\$ 406,680
Kingsland	15,946	31.57%	\$ 378,840
Woodbine	1,412	2.80%	\$ 33,600
County	16,034	31.74%	\$ 380,880
Total	50,513	100.00%	\$1,200,000

The County Board of Commissioners is committed to this project and will contribute \$380,880. The US Department of Treasury has recently released its Final Rule for ARPA funds. Under the Final Rule each City/County can replace lost revenue by using a standard allowance. These funds can then be used for financing this project. This is a great opportunity for collaboration between all local governments in Camden and is a direct response to our underserved community through the wake of COVID.

Please let me know by February 28, 2022 if your city is willing to jointly fund this project.

"Award-Winning Government"

STEVE L. HOWARD
County Administrator

JOHN S. MYERS
County Attorney

LANNIE E. BRANT
Commissioner, District 1

CHUCK CLARK
Commissioner, District 2

TREVOR READDICK
Commissioner, District 3

GARY BLOUNT
Commissioner, District 4

BEN J. CASEY
Commissioner, District 5