



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • FEBRUARY 13, 2023

Regular Meeting

City Council Chamber

6:00 PM

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

I. CALL TO ORDER AND WELCOME GUESTS

II. 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. RECOGNITION

- 1. Certificate of Achievement for Excellence in Financial Reporting -

The City of Kingsland's comprehensive annual financial report for the fiscal year ended September 30, 2021 qualifies for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting. This achievement has been received by the Finance Department for 18 consecutive years.

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

1. Council Appointment to the Kingsland Convention and Visitors Bureau (KCVB) Authority Board -

According to the KCVB Authority legislation, *"New appointments shall be made when there is a new mayor or councilperson. Appointment of the members of the authority shall be made within 30 days of the date the councilperson or mayor takes office or within 30 days of the first meeting of the mayor and city council in January."*

- a.) Councilwoman Chance - Incumbent Mr. C.B. Yadav

VIII. PLANNING AND ZONING

1. Approval of Home Occupation - 221 West Jacobs Avenue - Map & Parcel K10 01 003 -

Taurus Gibbs has applied for a Home Occupation Permit for a handyman business known as "Gibbs Pressure Washing, Paint & Trim, LLC". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is R-1.

Planning Commission recommends approval.

2. Approval of Home Occupation - 102 Willow Lake Drive - Map & Parcel 108B 002 -

Mark Tovey has applied for a Home Occupation Permit for a pressure washing business known as "Affordable Home Services". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is R-1.

Planning Commission recommends approval.

IX. NEW BUSINESS

1. Approval of: Annual Contract for CivicPlus -

This contract covers Full Service Supplementation, Municode Administrative Support and OrdBank Subscriptions for City Ordinance's.

Staff recommends approval.

2. Bid Award: Purchase of Compact Track Loader -

This equipment is budgeted in the public works department of the general fund.

Staff recommends low bid, Sapelo Equipment Co., \$79,790. This includes compact track loader with brush cutter and delivery.

3. Approval Of: CDBG-DR-HRRP Timberline Manufactured Homes Delivery and Installation -

A contract between Timberline Construction Group and the City of Kingsland for the repair or replacement of mobile homes units damaged as a result of hurricane Irma. Competitive bid was awarded by council on January 23, 2023. Funding source - CDBG-DR-HRRP Grant Funds.

Staff recommends approval.

4. Bid Award: CDBG-DR-HRRP Request for Pre-Qualifications (RFPQ) - Construction Contractors -

The City is seeking to qualify highly skilled prime construction contractors to perform, or cause to be performed, rehabilitation, reconstruction, mitigation, elevation and/or new construction of single-family residential structures that have been damaged by the 2017 Hurricane Irma, or future disasters that may occur while they remain qualified under this engagement. A RFPQ was advertised. Two submissions for pre-qualification were received.

The City's contracted grant management group, GMC, recommends DSW Homes, LLC based on the company's experience with CDBG home replacement and rehabilitations.

5. Approval Of: Agreement for Reimbursement of Fees and Expenses of KB Advisory Group -

An Agreement between the City of Kingsland and W. H. Gross Construction Company for Reimbursement of Fees and Expenses for a Due Diligence Analysis of Revenue Forecast for Georgia Florida Sports Park by KB Advisory Group.

Staff recommends approval.

6. Approval Of: Due Diligence Analysis of Key Revenue Forecast for Georgia Florida Sports Park -

An agreement with KB Advisory Group to provide an independent due diligence analysis of the key revenue assumptions underlying the future development of the Georgia Florida Sports Park. Based on the results, KB Group will prepare a report summarizing the findings regarding the reasonableness of the key revenue assumptions provided by the developer for the Georgia Florida Sports Park mixed use development. The fee for this assignment will be \$18,500, inclusive of all professional fees and expenses, reimbursable by the project developer under a separate agreement.

Staff recommends approval.

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 02/13/23 06:00 PM
Department: City Clerk
Category: Recognition
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 4116)

DOC ID: 4116

Certificate of Achievement for Excellence in Financial Reporting

The City of Kingsland's comprehensive annual financial report for the fiscal year ended September 30, 2021 qualifies for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting. This achievement has been received by the Finance Department for 18 consecutive years.



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

2/8/2023

Lee Spell
Manager
City of Kingsland, Georgia

Dear Mr. Spell:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended September 30, 2021 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 02/13/23 06:00 PM
Department: City Clerk
Category: Appointment
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 4115)

DOC ID: 4115

Council Appointment to the Kingsland Convention and Visitors Bureau (KCVB) Authority Board

According to the KCVB Authority legislation, "New appointments shall be made when there is a new mayor or councilperson. Appointment of the members of the authority shall be made within 30 days of the date the councilperson or mayor takes office or within 30 days of the first meeting of the mayor and city council in January."

a.) Councilwoman Chance - Incumbent Mr. C.B. Yadav



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 02/13/23 06:00 PM
Department: Planning and Zoning
Category: Home Office Occupancy
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 4092)

DOC ID: 4092

Approval of Home Occupation - 221 West Jacobs Avenue - Map & Parcel K10 01 003

Taurus Gibbs has applied for a Home Occupation Permit for a handyman business known as "Gibbs Pressure Washing, Paint & Trim, LLC". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is R-1.

Planning Commission recommends approval.



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: January 3, 2023

City Council Meeting Date: January 9, 2023

Agenda Item: Home Occupation for 221 W. Jacobs Ave., Map & Parcel K10 01 003

Summary:

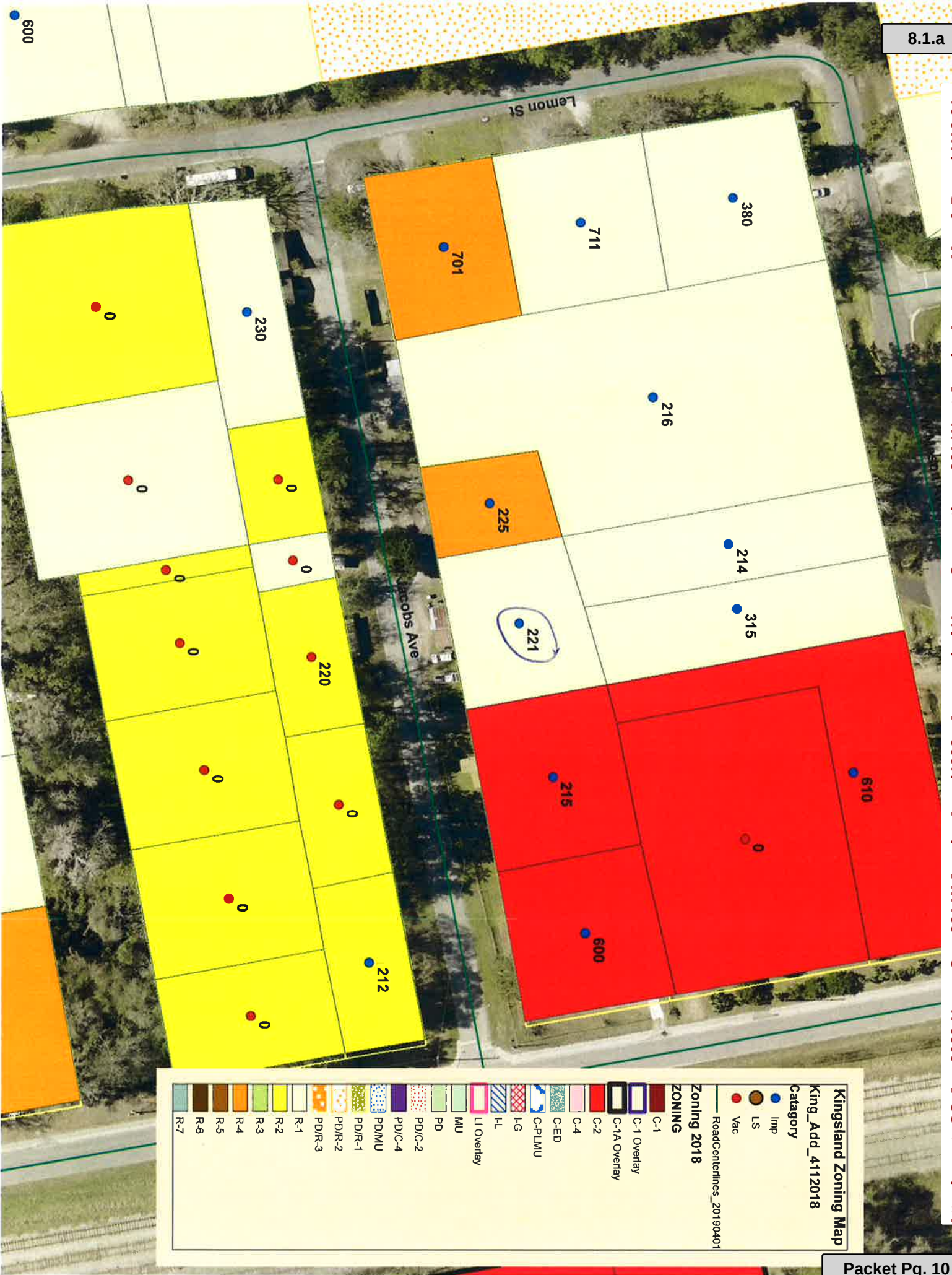
Taurus Gibbs has applied for a Home Occupation Permit for a handyman business known as "Gibbs Pressure Washing, Paint & Trim, LLC". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO.

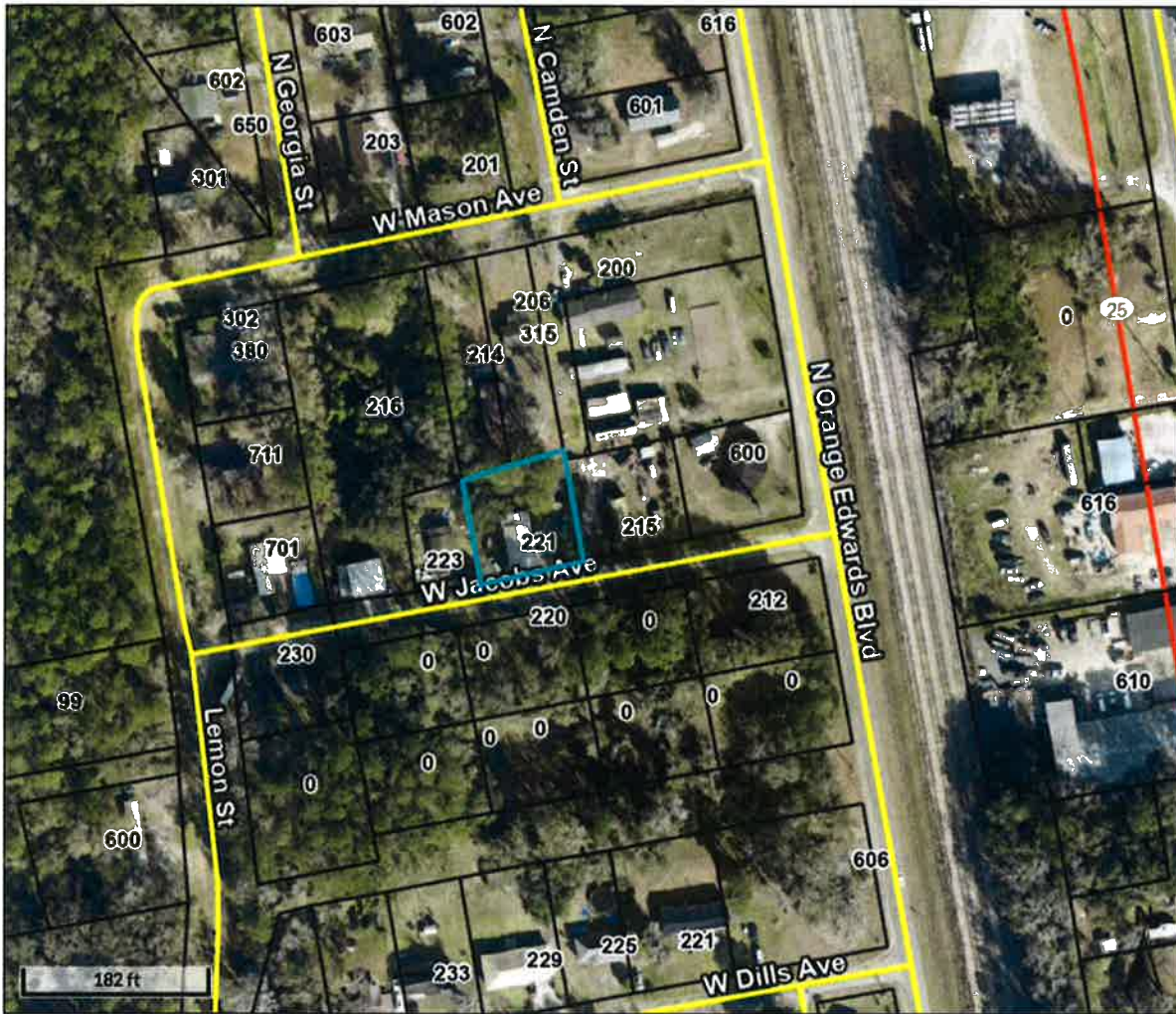
Zoning: R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval

Scott L. Kimball
Planning & Zoning 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

Parcel ID K1001003
 Class Code Residential
 Taxing District KINGSLAND
 KINGSLAND
 Acres 0.23

Owner JACOBS THEODORE
 POST OFFICE BOX 2667
 KINGSLAND, GA 31548
 Physical Address 221 W JACOBS AVE
 Assessed Value Value \$49009

Last 2 Sales

Date	Net 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)

Date created: 12/19/2022

Last Data Uploaded: 12/18/2022 4:06:34 AM

Developed by  Schneider
 GEOSPATIAL



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 02/13/23 06:00 PM
Department: Planning and Zoning
Category: Home Office Occupancy
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 4112)

DOC ID: 4112

Approval of Home Occupation - 102 Willow Lake Drive - Map & Parcel 108B 002

Mark Tovey has applied for a Home Occupation Permit for a pressure washing business known as "Affordable Home Services". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is R-1.

Planning Commission recommends approval.



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 6, 2023

City Council Meeting Date: February 13, 2023

Agenda Item: Home Occupation for 102 Willow Lake Drive., Map & Parcel 108B 002

Summary:

Mark Tovey has applied for a Home Occupation Permit for a pressure washing business known as “Affordable Home Services”. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO.

Zoning: R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval

Scott L. Kimball
Planning & Zoning Director

Kingsland Zoning Map

King_Add_4112018

Category

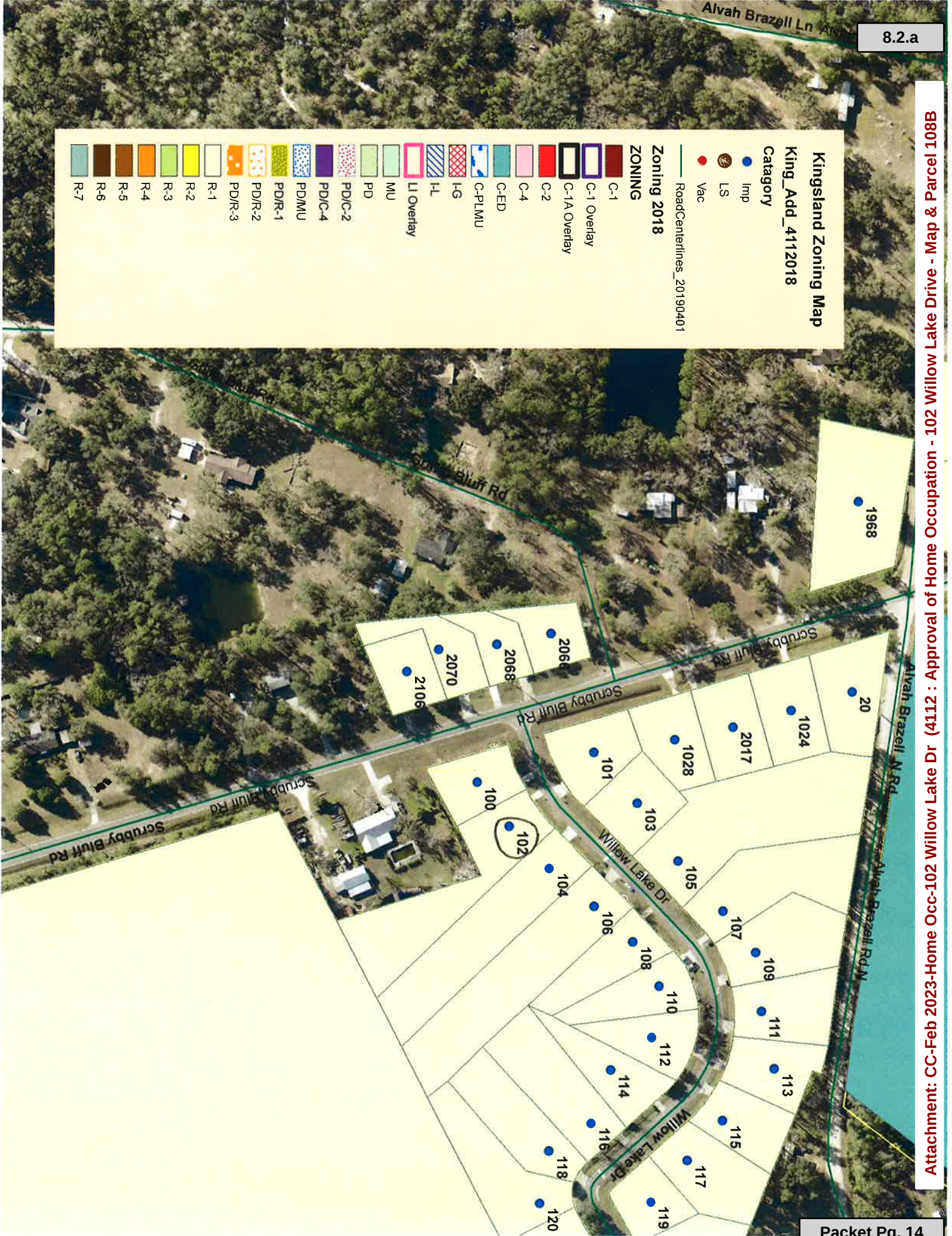
- Imp
- LS
- Vac

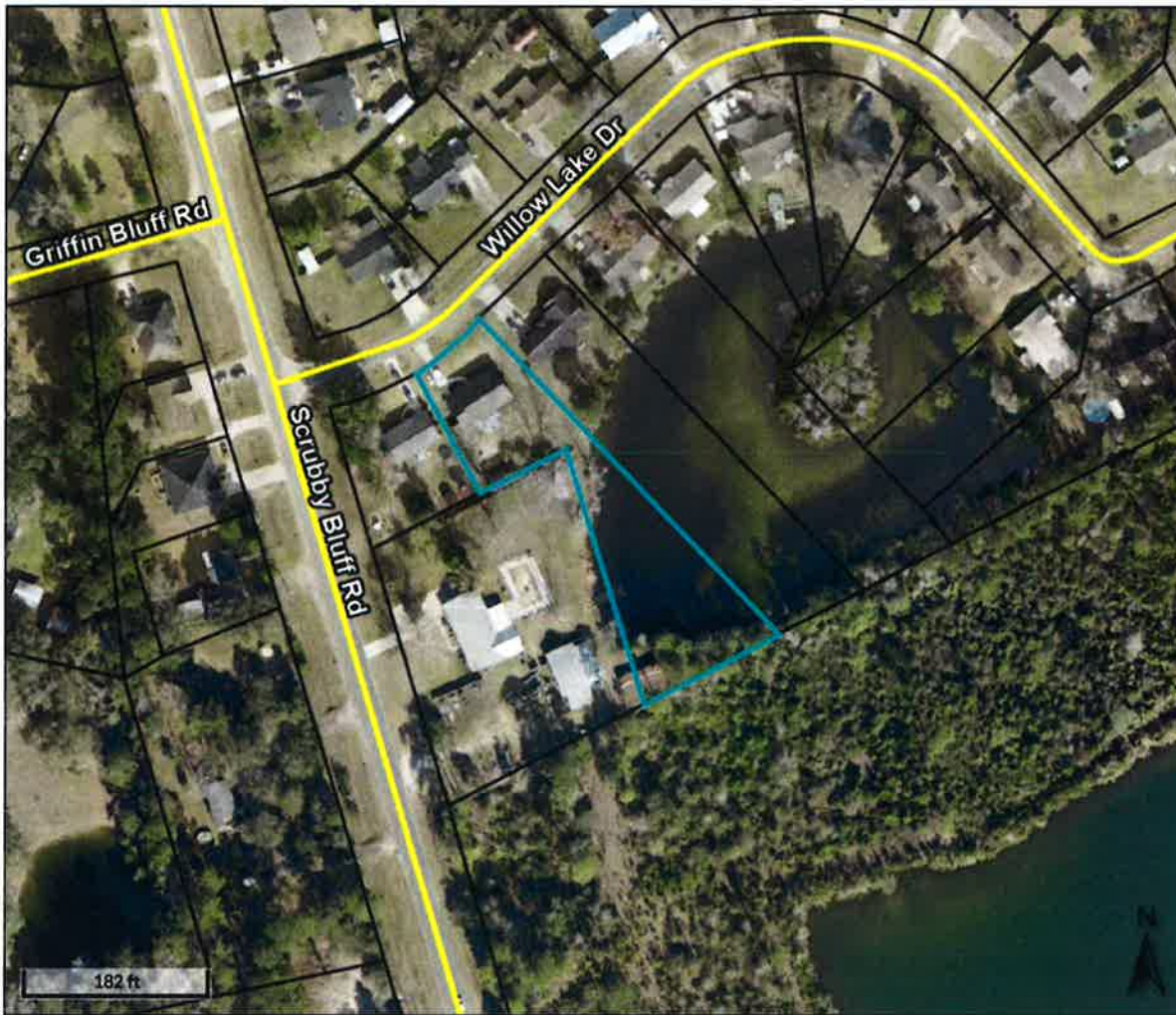
RoadCenterlines_20190401

Zoning 2018

ZONING

- C-1
- C-1 Overlay
- C-1A Overlay
- C-2
- C-4
- C-ED
- C-PLMU
- I-G
- I-L
- LI Overlay
- MU
- PD
- PD/C-2
- PD/C-4
- PD/MU
- PD/R-1
- PD/R-2
- PD/R-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	108B 002	Owner	TOVEY MARK A	Last 2 Sales			
Class Code	Residential		102 WILLOW LAKE DRIVE	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	2/20/2004	\$73000	FM	Q
	KINGSLAND	Physical Address	102 WILLOW LAKE DR	11/1/1990	\$57500	FM	Q
Acres	n/a	Assessed Value	Value \$130609				

(Note: Not to be used on legal documents)

Date created: 1/19/2023

Last Data Uploaded: 1/18/2023 7:48:01 PM

Developed by 



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 02/13/23 06:00 PM
Department: City Clerk
Category: Contract
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4111

AGENDA ITEM (ID # 4111)

Approval of: Annual Contract for CivicPlus

This contract covers Full Service Supplementation, Municode Administrative Support and OrdBank Subscriptions for City Ordinance's.

Staff recommends approval.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-34598-1

Date:

1/4/2023 10:48 AM

Customer:

KINGSLAND, GEORGIA

Product Name	DESCRIPTION	QTY	TOTAL
Full-Service Supplementation Subscription	Full Service Supplementation Subscription	1.00	USD 3,533.20
Municode Administrative Support Fee	Municode Administrative Support Fee	1.00	USD 399.00
Custom OrdBank Subscription	OrdBank Subscription	1.00	USD 335.00
Annual Recurring Supplement Services		4,267.20	

1. This Statement of Work ("SOW") is between Kingsland Georgia ("Customer") and CivicPlus, LLC ("CivicPlus"), the acquirer and sole owner of Municode, LLC f/k/a Municipal Code Corporation, and incorporates and is subject to the terms and conditions located at Addendum 1 attached to this SOW.

2. This SOW shall begin on 6/1/2023 ("Effective Date") and all the services provided to Customer listed in the above line items (the "Services") shall align to renew annually on each anniversary of the Effective Date ("Renewal Date"). Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase each Renewal Term of the greater of 5% or the Consumer Price Index for All Urban Customers ("CPI-U") + 3%. CivicPlus shall, on December 31 of each calendar year, refer to the Unadjusted Percent Change for All items during the most recently published 12-month period by the United States Bureau of Labor Statistics (<http://bls.gov/news.release/cpi.to1.htm>) to determine the CPI-U value. Customer will pay all invoices within 30 days of the date of such invoice.

Attachment: Civic Plus (4111 : Approval of: Annual Contract for CivicPlus)

Acceptance

9.1.a

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

Attachment: Civic Plus (4111 : Approval of: Annual Contract for CivicPlus)

This agreement ("Agreement") is explicitly agreed to by the Customer listed on the Statement of Work. All terms used in this Agreement that are not otherwise defined shall have the definition ascribed to it in the Statement of Work. 1. Scope of Services. The Services provided to Customer under this Agreement are set forth in the CivicPlus Statement of Work signed by the parties (the "SOW"). Customer may purchase additional services for additional cost at any time upon mutual written consent of the Parties, including but not limited to updating the frequency of Supplement updates, additional labor required because of delays, errors or omissions on the part of Customer. 2. Limitations of Services. Annual Recurring Supplement Service does NOT include: a. Additional copies, reprints, binders and tab orders; b. Documents drafted in InDesign or that contain form-based code requirements, are subject to additional editorial fees; c. Legal work, creation of fee schedules, gender neutral review/implementation, external linking; d. Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt; e. Online Code hosting and online features, this is listed separately. 3. Each document for processing should be its own individual file, named by its ordinance number. Customer should send in all documents to CivicPlus as MS WORD versions or a convertible PDF version. 4. Term and Termination. This Agreement shall remain in full force and effect for an initial period of one year commencing on the Effective Date ("Initial Term"), at the end of the Initial Term, this Agreement shall automatically renew for additional one-year terms (each a "Renewal Term"). If either Party does not intend to renew this Agreement, they shall provide sixty days prior notice to the end of the then-current term. Either party may terminate this Agreement for cause in the event the other party materially breaches any term of this Agreement and does not substantially cure such breach within thirty days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination.	5. Compensation. Unless otherwise stated in an SOW signed by the Customer, the Customer shall pay CivicPlus for the Services annually at the start of each Renewal Term, within 30 days of the date an invoice is sent. 6. Integration. This Agreement sets forth the entire agreement between and among the parties with respect to the Services. This Agreement supersedes all prior written or oral agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof. 7. Limitation of Liability. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Services in the year prior to such claim of liability. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible. 8. Ownership. Customer shall own all right, title, and interest in and to the code created under this Agreement. Customer is responsible for providing all necessary and correct documentation, materials and communication in a timely manner in order to enable CivicPlus to perform the Services and acknowledges CivicPlus cannot begin performance of the Services until all necessary documentation, materials and communication is received. 9. Customer acknowledges that any legal analysis provided by CivicPlus is provided to Customer for their use and direction. However, Customer agrees the Services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Customer's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-Customer relationship. CivicPlus is not a law firm and may not perform services performed by an attorney, and the Services contemplated herein do not constitute a substitute for the advice or services of an attorney. 10. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, damage or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.
--	---

Attachment: Civic Plus (4111 : Approval of: Annual Contract for CivicPlus)

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone**Emergency Contact & Mobile Phone****Emergency Contact & Mobile Phone****Billing Contact**

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax

Attachment: Civic Plus (4111 : Approval of: Annual Contract for CivicPlus)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4114)

Meeting: 02/13/23 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4114 A

9.2

Bid Award: Purchase of Compact Track Loader

This equipment is budgeted in the public works department of the general fund.

Staff recommends low bid, Sapelo Equipment Co., \$79,790. This includes compact track loader with brush cutter and delivery.

Bid Tabulation
Compact Track Loader
RFP #COK 23-010
Tuesday, February 7, 2023 @ 2:00 PM

Vendor	Year	Make	Model	Equipment Cost	Brush Cutter	Total
Sapelo Equipment, Co., LLC	2023	Kubota	SVL75-3HFWC	\$71,390.00	\$8,400.00	\$79,790.00
Dobbs Equipment Company	2023	John Deere	325G	\$72,000.00	\$9,425.00	\$81,425.00
AG Pro Brunswick, GA	2023	John Deere	325G	\$69,126.76	\$12,500.00	\$81,626.76
National Equipment Dealers, LLC	2023	Manitou	2150RT	\$82,590.08	\$13,146.75	\$95,736.83
Bobcat of Jacksonville	2023	Bobcat	T76	\$84,343.01	\$14,000.00	\$98,343.01
Technology International, Inc.	2023	Kubota	SVL75-3HFWC	\$98,700.00	\$4,300.00	\$103,000.00

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



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4108)

Meeting: 02/13/23 06:00 PM
Department: City Manager
Category: Contract
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4108

9.3

Approval Of: CDBG-DR-HRRP Timberline Manufactured Homes Delivery and Installation

A contract between Timberline Construction Group and the City of Kingsland for the repair or replacement of mobile homes units damaged as a result of hurricane Irma. Competitive bid was awarded by council on January 23, 2023. Funding source - CDBG-DR-HRRP Grant Funds.

Staff recommends approval.

**Manufactured Homes Delivery and
installation**

This Contract is between Timberline Construction Group, LLC ("Contractor") and The City of Kingsland, Georgia (Client).

WITNESSTH

WHEREAS, the Client and Contractor are collectively referred to herein as "Parties," and individually as a "Party," and capitalized terms shall have the meanings assigned to them in the Contract, unless otherwise defined herein;

WHEREAS, the Client has accepted the Contractor's negotiated pricing and enters into this Contract.

THEREFORE, and in consideration of the mutual promises contained herein, the Parties agree as follows:

Scope of Work

The services and/or commodities to be provided by the Contractor pursuant to this Contract as defined and described in Exhibit A and Exhibit B.

I. Contract Notices

Unless otherwise required herein, the Parties shall provide all notices required or permitted by this Contract in writing by certified mail, return receipt requested, or hand-delivery to the respective Parties. All notices shall be deemed received on the date of delivery.

The Client employee who is primarily responsible for maintaining the Contract Administration file is:

Lee Spell
107 S Lee Street
Kingsland, GA 31548
Telephone: (912) 729-5613
Email: lsPELL@kingslandgeorgia.com

The Contractor has assigned the following individual(s) to serve as their Representative for this Contract:

Chris Hines
Timberline Construction Group, LLC
87 Pardue Road
Birmingham, AL 35124
Office: (205) 937-2364
Email: chines@timberlinecg.com

II. Section 3

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

III. Terms

A. Confidentiality

The Contractor shall ensure all staff assigned to this Contract maintain confidentiality with reference to commodities and services in accordance with applicable local, State, and federal laws, rules and regulations. The Client and the Contractor agree that all information and records obtained in the course of providing services under this Contract shall be subject to confidentiality and disclosure provisions of applicable federal and State statutes and regulations adopted pursuant thereto.

The Contractor agrees to keep all Client personnel information (i.e. Client staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person or entity, unless released to do so, in writing, by the Client.

B. Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Client under this Contract. Upon the execution of this Contract, the Contractor shall furnish the Contract Manager, written verification of such insurance coverage.

C. Independent Contractor Status

This Contract does not create an employee/employer relationship between the Parties. The Parties are independent contractors under this Contract, and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State's unemployment insurance law. The Parties shall each retain sole and absolute discretion in the judgment of the manner and means of carrying out their Contract duties. Services and commodities provided by each Party under this Contract shall be subject to the supervision of the other Party. In performing this Contract, neither Party nor its agents shall act as officers, employees, or agents of the other Party. The Parties agree that they are separate and independent business enterprises, and that each can pursue other opportunities.

This Contract shall not be construed as creating any joint venture or partnership between the Parties, and neither Party will be liable for any obligation incurred by the other Party, including, but not limited to, unpaid wages and overtime premiums.

D. Force Majeure

Neither Party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, pandemics, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

E. Severability

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
TIMBERLINE CONSTRUCTION GROUP, LLC

THE CITY OF KINGSLAND, GEORGIA

Authorized Signature

Authorized Signature

Print Name

Print Name

Date

Date

EXHIBIT A SCOPE OF WORK

The scope of work for each replaced/repaired structure will vary and may include the following:

- POD delivery, pickup, and management
- Move out coordination with the property owner;
- Utility disconnection and deactivation; Demolition/Removal of existing structure;
- Provider is responsible for establishing a MHU demolition and relocation process for the old MHU unit.
- Americans with Disabilities Act (ADA) compliance where required.
- Servicing or repairing Wells and Septic systems
- Debris removal in accordance with all Federal, State and local requirements, including the disposal of potential asbestos or lead-based paint containing materials.
- Site preparation.
- Replacement of MHU in accordance with all applicable local and state codes and standards Survey/Elevation certificate requirements; and

Site

- 911 address posted at the road and house numbers on home if more than 50 feet from road number to be 3" minimum height
- Permit package on site
- Home located on lot as shown on site plan, property lines marked,
- The site shall be on 95% compacted fill or graded terrain so all surface water runoff will be diverted well away from the home.
- All organic material must be removed from the footing locations
- Steps constructed to code at each door to home
- Well and septic tank located as shown on site plan
- The installer's sticker from the State of Georgia will be dated and placed at the electrical panel of the home

Electric

- Power pole, mast head, and panel mounted stable, correct wire size for service
- Two ground rods driven a minimum 6' apart and clamped to grounding electrode conductor
- Dead fronts in place, (no openings in panel)
- Four wire from first means of disconnect, correctly landed on inside panel, neutrals and grounds separated, equipment ground must be insulated
- Proper burial depth of service to inside panel 18" if in conduit, 24" if direct burial cable
- Service conduit secured to frame under home (cannot be run on the ground)
- Over current protection installed per manufacturer's specification
- Disconnects provided at well and HVAC units if not within sight of and closer than 50' to service panel
- If home is a doublewide: bonding jumper from frame to frame required at end wall, crossover connections will be made up, secured, and covered in factory junction box

Plumbing

- All sanitary piping extending through floor is connected
- Septic tank connection is to be complete and exposed for Health Department inspection (if new installation)
- All fittings oriented correctly and proper slope maintained (1/8" to 1/4" per foot)
- Cleanout provided on sewer line 18" from edge of home
- Water supply shut off valve at connection point to home
- Water supply lines above ground are to be insulated
- Pressure relief device at well and well control box securely supported

Setup

- The inspector will use the information provided by the installer in the permit package to inspect the set-up of the home
- If home is new it will have blocking sized and placed as shown on the manufacturer's floor plan, manufacturer's installation instructions are to be on site.
- New homes will have a vapor barrier of 6 mils (minimum) thickness installed on the ground below the home.
- Straps will be crimped to all strapping supplied with the home or shown on floor plan
- Straps will be tight with at least three wraps around the split bolts in the auger head
- Stabilizer systems will be located as indicated on the set up documents
- Ground augers shall be galvanized and either 4' or 5' as indicated on the set up documents
- Augers heads shall be driven flush with the ground
- If home has been previously set, (used) it will be installed according to State of Georgia mobile/manufactured home installation standards

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT B COST PROPOSAL

Item#	Description #1	Description #2	Unit Type	Price (2 Bedroom/2 Bath)	Price (3 Bedroom/2 Bath)	Price (4 Bedroom/2 Bath)
1	Meet all City Building Department permitting (demo and install) and plans (if applicable) submitted to and approved by City)		EA	\$1200.00	\$1,200.00	\$1,200.00
2	Removal and demo of damaged MHU with appropriate permits, demolition of existing MHU including hazardous testing, abatement, and dump fees, if applicable	Per MHU - this includes disconnect of utilities (septic or utility company and electric)	EA	\$7,000.00	\$ 9,000.00	\$11,000.00
3	Grading of lot to ensure rain run-off slopes away from MHU	Might require fill brought into slope-away from MHU per City and/or GA Building Code	CY	\$1,000.00	\$1,200.00	\$1,600.00
4	Site Analysis: tree or debris removal. additional fixed structures on property, etc.	Items that may hinder setting up of MHU	EA	\$1,000.00	\$1,000.00	\$1,000.00
5	Delivery and installation of MHU as specified in this RFQ, in accordance with City of Kingsland permitting & license	Deliver and install MHU at a location in Kingsland, GA. Set, block, level, anchor tie- down, with 2 sets of stairs and platform meeting any ADA requirements if applicable, utilities (HVAC), (water, sewer & electric reconnected), less than 50' run and power pole. Including required elevation per COK and GA Building Code. Elevation Certificate required if located inside the special flood hazard area (SFHA).	EA	\$98,925.00	\$101,423.00	\$144,306.00
6	Upgrade electrical service including new or additional pole if required	Per MHU (depending on previous service AMP) and new MHU electrical requirement	EA	\$2,500.00	\$2,500.00	\$2,500.00
7	Skirting if required especially in a MH park with restrictions/ requirements	Per MHU	LF	\$2,000.00	\$2,200.00	\$2,500.00
8	Sewer line (over 50')	Per LF	LF	\$15.00	\$15.00	\$15.00
9	Water line (over 50')	Per LF	LF	\$9.00	\$9.00	\$9.00
9	Electric line (over 50')	Per LF	LF	\$25.00	\$25.00	\$25.00

Attachment: City of Kingsland GA CDBG-DR MHU Replacement Services Contract (4108 : Approval Of: CDBG-DR-HRRP Timberline



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 02/13/23 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4113

AGENDA ITEM (ID # 4113)

Bid Award: CDBG-DR-HRRP Request for Pre-Qualifications (RFPQ) - Construction Contractors

The City is seeking to qualify highly skilled prime construction contractors to perform, or cause to be performed, rehabilitation, reconstruction, mitigation, elevation and/or new construction of single-family residential structures that have been damaged by the 2017 Hurricane Irma, or future disasters that may occur while they remain qualified under this engagement. A RFPQ was advertised. Two submissions for pre-qualification were received.

The City's contracted grant management group, GMC, recommends DSW Homes, LLC based on the company's experience with CDBG home replacement and rehabilitations.

Bid Tabulation
 CDBG-Residential Construction Services
 RFQ #COK 23-011
 Tuesday, January 24, 2023 @ 5:00 PM

Contractor	Documents for Qualifications Received
DSW Homes, LLC 1650 E Winding Way Dr. Bldg. B Friendswood, TX 77546	√
Corporate Vision, Inc. 8318 Duralee Lane, Ste. 205 Douglasville, GA 30134	√

RFQ was advertised on the City, GMA and GPR websites.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4110)

Meeting: 02/13/23 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4110

9.5

Approval Of: Agreement for Reimbursement of Fees and Expenses of KB Advisory Group

An Agreement between the City of Kingsland and W. H. Gross Construction Company for Reimbursement of Fees and Expenses for a Due Diligence Analysis of Revenue Forecast for Georgia Florida Sports Park by KB Advisory Group.

Staff recommends approval.

Agreement for Reimbursement of Fees and Expenses of KB Advisory Group Agreement

This Agreement for Reimbursement of Fees and Expenses for a Due Diligence Analysis of Revenue Forecast for Georgia Florida Sports Park (referred to hereinafter as “Reimbursement Agreement”) is made and entered into on the ____ day of February, 2023, by and between the City of Kingsland (referred to hereinafter as “City”), a Georgia municipal corporation, and W. H. Gross Construction Company (referred to hereinafter as “Developer”).

WHEREAS Developer wishes to explore the possibility of developing (or partnering with other persons to develop) a sports park facility within the city of Kingsland;

WHEREAS Developer and the City have discussed the possible need for additional infrastructure to serve the potential sports park facility;

WHEREAS The City wishes to evaluate the key revenue assumptions for the Georgia Florida Sports Park mixed use development;

WHEREAS The City’s Municipal Advisor has proposed that the City consult with an independent third-party advisor in order to further evaluate key revenue assumptions;

WHEREAS, the City wishes to retain KB Advisory Group to provide a Due Diligence Analysis of Revenue Forecast for Georgia Florida Sports Park;

WHEREAS, the City wishes to enter into the “Professional Services Agreement with KB Advisory Group” (referred to hereinafter as “KB Advisory Group Agreement”) attached hereto as Exhibit A, which sets forth the fees and expenses to be charged to the City by KB Advisory Group for due diligence analysis services; and

WHEREAS the City and Developer wish to enter into this Reimbursement Agreement, pursuant to which Developer shall be obligated to reimburse the City for fees and expenses incurred pursuant to the KB Advisory Group Agreement;

NOW THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged by each party, the City and Developer hereby agree as follows:

1. Developer and the City understand and agree that KB Advisory Group shall directly invoice the City for all fees and expenses charged by KB Advisory Group pursuant to the KB Advisory Group Agreement. Within 30 days of the receipt of any such invoice from KB Advisory Group, the City shall provide a copy of same to Developer. Developer shall thereafter have 30 days to remit payment to the City for reimbursement of said invoice.

2. Unless terminated pursuant to Section 3 below, this Reimbursement Agreement shall remain in full force and effect throughout the term of the Advisor Agreement attached hereto as Exhibit A.

3. Either party may terminate this Reimbursement Agreement with or without cause by giving written notice of termination to the other party. Said termination shall be effective 30 days from the date on which the same is transmitted to the other party. Such written notice shall be sent via first-class mail to:

If sent to the City:
Lee Spell
PO Box 250
Kingsland, Georgia 31548

If sent to Developer:
William Gross
PO Box 365
Kingsland, GA 31548

4. If Developer exercises the right to terminate this Reimbursement Agreement pursuant to section 3 above, Developer shall still be obligated to reimburse City for all fees and expenses incurred up to and including the effective date of the termination. For purposes of this section, fees and expenses for services performed by KB Advisory Group shall be considered to have been incurred by the City on the date when said services are performed rather than on the date when the City is invoiced by KB Advisory Group for such services.

5. Nothing contained herein shall be construed or interpreted as requiring or obligating the City to construct any infrastructure, pursue any funding or financing options, or to take any other actions relating to the potential sports park project. The sole purpose of this agreement is to provide reimbursement for fees and expenses that may be incurred by the City with respect an Independent Third-Party Due Diligence Analysis of Revenue Forecast for Georgia Florida Sports Park.

6. Nothing contained herein shall be construed or interpreted as creating a joint venture, partnership, or principal-agent relationship between the City and Developer.

7. Nothing contained herein shall prohibit the City from terminating the KB Advisory Group Agreement. If City terminates the KB Advisory Group Agreement, Developer shall still be obligated to reimburse the City for fees and expenses incurred pursuant to same.

8. The validity of this Reimbursement Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties will be governed by and construed in accordance with the laws of the State of Georgia.

9. Any provision or part thereof of this Reimbursement Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Reimbursement Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

10. This Reimbursement Agreement is made solely for the benefit of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

11. This Reimbursement Agreement may be executed in counterparts.

12. This Reimbursement Agreement contains the parties' entire agreement concerning reimbursement of fees and expenses that may be incurred by the City pursuant to the KB Advisory Group Agreement.

By: _____
Dr. C. Grayson Day, Mayor
CITY OF KINGSLAND, GEORGIA

ATTESTED BY:

City Clerk

By: _____
William Gross, by and on behalf
of W.H. Gross Construction Company

ATTESTED BY:

Exhibit "A"



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4109)

Meeting: 02/13/23 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4109

9.6

Approval Of: Due Diligence Analysis of Key Revenue Forecast for Georgia Florida Sports Park

An agreement with KB Advisory Group to provide an independent due diligence analysis of the key revenue assumptions underlying the future development of the Georgia Florida Sports Park. Based on the results, KB Group will prepare a report summarizing the findings regarding the reasonableness of the key revenue assumptions provided by the developer for the Georgia Florida Sports Park mixed use development. The fee for this assignment will be \$18,500, inclusive of all professional fees and expenses, reimbursable by the project developer under a separate agreement.

Staff recommends approval.



KB Advisory Group

1447 Peachtree Street NE
Suite 610

Atlanta GA 30309

404.845.3550

January 24, 2023

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

***Proposal:* Due Diligence Analysis of Revenue Forecast for Georgia Florida Sports Park, Kingsland, GA.**

Dear Lee:

You have indicated that the City of Kingsland is interested in having a due diligence review of the key revenue assumptions underlying the future development of the Georgia Florida Sports Park in the city. Accordingly, **KB Advisory Group (KB)** offers this proposal for professional services to assist the City of Kingsland in assessing the reasonableness of the key revenue assumptions made by the developer, Greenstone Properties, Inc., in their recent proposal to the City seeking public financing support for the proposed mixed use development.

The proposed development, the Georgia Florida Sports Park, would be a major mixed use development located on approximately 420+ acres at the southwest quadrant of the intersection of King Avenue (Highway 40) and Interstate 95 near the interchange at Exit 3. As proposed, it would include a diverse mix of land uses including: hotels, retail, RV park, water park, single-family housing, townhomes, and apartments. It would also include a wide range of sports facilities including multiple soccer fields, baseball diamonds, an indoor sports facility, concessions, and meeting facilities. These will be designed to appeal to state and regional amateur sports teams and leagues. The proposed development will be created in a series of three phases over a multiyear period.

The developer has provided the City with a development and phasing plan for the mixed use development as well as revenue estimates to support its operations and potential public financing of key infrastructure and sports facilities.

Given this general understanding, **KB** is pleased to offer the following proposed scope of services, timing, and fees to assist the City of Kingsland. If needed, we would be happy to modify the proposed scope at your request to better meet your needs.

Please note that Greenstone Properties, Inc. engaged KB Advisory Group in 2021 to independently forecast potential economic and fiscal impacts from the proposed Georgia Florida Sports Park development. Our firm is no longer engaged with the developer in any way. We believe our experience and knowledge of the site and the proposal provides us with a beneficial perspective to conduct this proposed assignment.

The following describes our approach to the engagement.

*Proposal**Due Diligence Analysis of Key Revenue Forecast for Georgia Florida Sports Park
Kingsland, Georgia***SCOPE OF WORK****Task 1: Analysis of Key Revenue Assumptions**

To evaluate the key revenue assumptions for the Georgia Florida Sports Park mixed use development we will do the following:

1. Contact the developers to review with them their key assumptions regarding land use mix, timing of development and phasing of proposed land uses as outlined in the revenue forecast they have provided as well as obtain any additional information on the project relevant to our analysis.
2. Conduct a site analysis to consider visibility, accessibility, surrounding land uses, existing and proposed that could impact revenue estimates.
3. Review key demographic and economic indicators for the Kingsland/Camden County market area from 2010-2022 and projected for the next five years, including:
 - a. Population and household trends
 - b. Household composition trends
 - c. Household income trends
 - d. Housing stock characteristics (owner/renter trends, pricing, inventory change)
 - e. Employment/unemployment trends
 - f. Workforce/labor force employment trends
 - g. Retail sales trends
 - h. School enrollment trends
 - i. Major development trends/impacts
4. For the identified private development components of the mixed use development (hotels, retail, single family housing, townhomes, apartments, RV park, and water park) assess key market trends for similar development in the Kingsland/Camden County market area in terms of absorption of units, pricing/rent levels, property tax valuation, etc.
5. For each of the private development components of the mixed use development as detailed in 4. above, assess key revenue assumptions in terms of:
 - a. Proposed phasing of development
 - b. Annual absorption of units/SF of development
 - c. Reasonableness of pricing assumptions given market comparables
 - d. Reasonableness of assumptions regarding future property valuation
 - e. Reasonableness of revenue forecasts in terms of total revenue and timing of given these key assumptions
6. For the public development components of the sports park (soccer fields, baseball diamonds, indoor sports facility, meeting space, concessions) we will work with the developer and its consultants to evaluate their support for the revenue forecasts for the sports facilities. This will include:
 - a. Review of supporting studies and financial analyses for the sports facility operations.
 - b. Interview with development team members responsible for these analyses and support revenue estimates.

*Proposal**Due Diligence Analysis of Key Revenue Forecast for Georgia Florida Sports Park
Kingsland, Georgia*

- c. Evaluate industry trend data and information on other comparable facilities for comparative analysis.
- 7. At the conclusion of the analysis we will make an assessment of the key revenue assumptions for each of land uses in the mix use development in terms of whether they are either supportable, supportable with modification, or not supportable based on the information provided. This determination will allow an overall assessment of the reasonableness of the revenue estimates made for the development by the developer.

Task 2: Report and Presentation of Findings

Based on the results of Task 1, we will prepare a report summarizing our findings regarding the reasonableness of the key revenue assumptions provided by the developer for the Georgia Florida Sports Park mixed use development. The report will detail the key findings from our analysis of the individual land uses and their related key assumptions regarding the future timing and amount of likely future revenues. It will also include our recommendations for modifications to key assumptions that would better align with results of our evaluation of development trends in the Kingsland/Camden County market.

Once the draft report has been prepared will be meet with you to discuss the key findings from our research. We will also be available to present our findings to the City Council at your direction.

Proposed timing and fee included below.

Proposal

*Due Diligence Analysis of Key Revenue Forecast for Georgia Florida Sports Park
Kingsland, Georgia*



Proposed Timing and Fee

Based on the suggested tasks outlined above, we have prepared the following proposal of timing and fees. We estimate that upon your authorization it will take approximately 4 weeks to prepare the draft report for your review and discussion. Based on our experience with similar assignments and our knowledge of the City of Kingsland, our fee for this assignment will be \$18,500, inclusive of all professional fees and expenses.

We require a retainer payment of \$3,500 and a signed copy of this proposal/engagement letter as authorization to proceed. We will invoice you at the completion of the draft report for our work to that point and submit a final invoice once we have met with you to discuss the findings. Our invoices are due and payable upon presentation.

Please sign and return a copy of this engagement letter to us, along with the \$3,500 retainer payment, as authorization to proceed. Upon your approval, we will begin work on Task 1.

Ken Bleakly will serve as the key client contact on this assignment, given his familiarity with Kingsland and location on coastal Georgia and ready access to you throughout the process.

Again, we appreciate you reaching out to us, and we look forward to working with the City of Kingsland on this assignment.

Very truly yours,

Geoff Koski, President

KB | ADVISORY GROUP

1447 Peachtree Street NE, Suite 610
Atlanta, GA 30309

Accepted by: _____

Date: ____/____/____

Proposal

*Due Diligence Analysis of Key Revenue Forecast for Georgia Florida Sports Park
Kingsland, Georgia*



NOTE: After 20 years, **Bleakly Advisory Group** is now doing business as **KB Advisory Group**.

Terms and Conditions of the Agreement

Accuracy of Report: Every reasonable effort will be made to ensure that the data contained in this study reflect the most accurate and timely information possible and is believed to be reliable. This study will be based on estimates, assumptions, and other information developed by KB Advisory Group ("KBA ") from its independent research efforts, general industry knowledge, and consultations with the client for this assignment and its representatives. No responsibility is assumed for inaccuracies in reporting by the client, its agents or representatives or any other data source used in preparing or presenting this study. This report will be based on information that is current as of the date of the report. KBA assumes no responsibility to update the information after the date of the report.

The report will contain prospective financial information, estimates, or opinions that represent our view of reasonable expectations at a particular point in time, but such information, estimates, or opinions are not offered as predictions or as assurances that a particular outcome will occur. Actual results achieved during the period covered by our prospective analysis may vary from those described in our report, and variations may be material. Therefore, no warranty or representation is made by KBA that any of the projected values or results contained in the work product from this assignment will actually be achieved.

Usage of Report: This report may not be used, in whole or in part, in any public or private offering of securities or other similar purposes by the client without first obtaining the prior written consent of KBA.

Termination: Should you determine to terminate this agreement for any reason, you agree to notify KBA via letter so and agree to pay for work completed by BAG up to the date of the notification of termination.

Entirety of Agreement: The terms and conditions of this agreement embody the entirety of the agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of the agreement shall be valid unless made in writing and signed by both parties.

Dispute Resolution: If a dispute arises out of or related to this agreement or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of the third-party mediator will be shared equally by the parties.

Limitation of Liability: The client agrees that as a result of any mediation or legal action resulting from this assignment KBA's maximum liability is limited to the fees it receives for the assignment.

Governing Law: The agreement shall be governed by the laws of the State of Georgia.