



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • APRIL 22, 2024

Regular Meeting

City Council Chamber

6:00 PM

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

I. PUBLIC HEARING - STARTS AT 6:00PM

1. Public Hearing for the Purpose of Considering an Alcohol License for Shree Maruti Krupa, Inc. dba Kingsland Food Mart. -

Hiral Jay Patel with Shree Maruti Krupa, Inc. dba Kingsland Food Mart, is applying for an alcohol license for the sale of packaged beer/wine for a convenience store located at 113 Scrubby Bluff Road.

II. CALL TO ORDER AND WELCOME GUESTS

III. ROLL CALL

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

Mayor
Councilman
Councilman
Councilwoman
Mayor Pro Tem

IV. INVOCATION AND PLEDGE TO THE FLAG

V. 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

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. NEW BUSINESS

1. Approval of: Alcohol License for Shree Maruti Krupa, Inc. dba Kingsland Food Mart -

Hiral Jay Patel with Shree Maruti Krupa, Inc. dba Kingsland Food Mart, is applying for an alcohol license for the sale of packaged beer/wine for a convenience store located at 113 Scrubby Bluff Road.

2. Approval Of: Request for Opioid Settlement Funds -

Approval of a request from Judge Stephen Kelley for allocation of Kingsland Opioid Settlement Funds for enhancement of the Brunswick Judicial Circuit Drug Court Program.

Staff recommends approval.

3. Approval of: GMA District 12 Officers Ballot for 2024-2025 -

4. Approval Of: Civil Engineering Proposal Lakeview Drive Culvert Design and Project Management -

Approval of a proposal from Robert's Civil Engineering for engineering services related to the replacement of culvert pipes on Lakeview Drive with a box culvert to improve stormwater management in the Mariners Landing subdivision.

Staff recommends approval.

5. Approval Of: Alternative Claims Management Proposal -

ACM specializes in nation-wide recovery for fleet vehicles for not-at-fault accident claims. The ACM program is 100% performance based and fee's are paid as a percentage of recoveries.

Staff recommends approval.

6. Approval Of: Clarification of Infrastructure Deed -

IX. MAYOR AND COUNCIL ANNOUNCEMENT**X. ADJOURNED**



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 04/22/24 06:00 PM
Department: City Clerk
Category: Public Hearing
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 4432)

DOC ID: 4432

Public Hearing for the Purpose of Considering an Alcohol License for Shree Maruti Krupa, Inc. dba Kingsland Food Mart.

Hiral Jay Patel with Shree Maruti Krupa, Inc. dba Kingsland Food Mart, is applying for an alcohol license for the sale of packaged beer/wine for a convenience store located at 113 Scrubby Bluff Road.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4433)

Meeting: 04/22/24 06:00 PM
Department: City Clerk
Category: License
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4433

Approval of: Alcohol License for Shree Maruti Krupa, Inc. dba Kingsland Food Mart

Hiral Jay Patel with Shree Maruti Krupa, Inc. dba Kingsland Food Mart, is applying for an alcohol license for the sale of packaged beer/wine for a convenience store located at 113 Scrubby Bluff Road.



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

**Planning and Community Development
Staff Report**

City Council Meeting Date: April 22, 2024

Agenda Item: Alcohol License for Hiral Jay Patel

Summary: The applicant has applied for an alcohol license for Shree Maruti Krupel, Inc., dba Kingsland Food Mart located at 113 Scrubby Bluff Rd. The purpose of the alcohol license will be for the retail sale of packaged beer/wine. No issues were found during the background and fingerprint checks.

Zoning: C-2 (General Commercial)

Staff Recommendation: Chief of Police and the Planning Department Staff recommends approval of the Alcohol License.

Scott L. Kimball

Planning & Zoning Director

Attachment: Staff Report (4433 : Approval of: Alcohol License for Shree Maruti Krupa, Inc.)



Kingsland Police Department
111 South Seaboard Street
P.O. Box 250
Kingsland, GA 31548
Phone: 912-729-8254
Fax: 912-729-8628
www.KingslandGeorgia.com

Rick Evans, Chief of Police

Jason Seaward, Deputy Chief

To: Scott Kimball,

April 10, 2024

A background investigation was conducted for the Alcohol Beverage License application submitted by Hiral Jay Patel for Shree Maruti Krupel Inc. 113 Scruby Bluff Road, Kingsland, GA 31548. The findings are:

A local criminal background check was conducted for Patel and no criminal history was located. There is no record of Patel having any negative contact with law enforcement with the Kingsland Police Dept. or any law enforcement in the region. An internet/social media search for Kilner did not locate any information that would disqualify Patel from licensing.

I spoke with the three persons listed as references on the application.

On 04/09/2024, I spoke with Jyoti Patel, 551-208-7676. Jyoti stated she has known Hiral for approximately five years from marrying her nephew. Jyoti stated she knows of no reason why Hiral should not be granted this application.

On 04/09/2024, I spoke with Raj Patel, 201-234-2333, Raj stated he has known Hiral for approximately four years from being friends. Raj stated he knows of no reason why Hiral should not be granted this application.

On 04/10/2024, I spoke with Gria Patel, 912-409-0953, Grita stated he has known Hiral for approximately six years from being friends. Grita stated he known of no reason why Hiral should not be granted this application.

Based on the above information I believe Hiral Jay Patel is qualified for this alcohol license.
Respectfully,

Detective Clifton Quinn
Criminal Investigations Division
Kingsland Police Dept.
912-729-8253

Attachment: Staff Report (4433 : Approval of: Alcohol License for Shree Maruti Krupa, Inc.)

The undersigned hereby stipulates and states that all statements given in this application are true and correct and made for the purpose of inducing aforesaid City to issue or renew said alcoholic beverage license(s). Applicant further states this document is sworn to and subscribed hereto with the full knowledge that any statement herein, given falsely shall constitute perjury and may result in the revocation of the license granted or the refusal to grant such license. The applicant agrees to comply and abide by the City's Alcoholic Beverage Ordinance.

Applicant further acknowledges that application must be fully completed at the time of filing and that applications may not be supplemented, amended, or revised after filing with the Clerk, except to correct misspelling or names.

APPLICANT HEREBY AGREES AND CONSENTS PURSUANT TO PUBLIC LAW 93-579 OF THE PRIVACY ACT OF 1974, THE DISCLOSURE OF INFORMATION OBTAINED IN THIS APPLICATION MAY BE SUBMITTED TO ANY AGENCY OF THE CITY, COUNTY, STATE, AND FEDERAL GOVERNMENT FOR THE PURPOSES OF OBTAINING THE NECESSARY INFORMATION TO PROCESS THE APPLICATION.

INITIAL

HP I have read, understand, and will comply with all rules and regulations set forth in Ordinance No. 2003-23. (Available for viewing at City Hall, Kingsland Community Planning & Development Building, or online at www.kingslandgeorgia.com)

Sworn to and subscribed to this 14th day of March, 20 24
Hiral Jay Patel.
848-219-7006

 APPLICANT (s)

WITNESS

[Signature]

NOTARY PUBLIC
(SEAL)

To be completed by City Officials

Recommendation of Planning Dir. ✓ Approve _____ Disapprove SK Initials
 Recommendation of Police Chief ✓ Approve _____ Disapprove RE Initials
 Recommendation of Building Insp. ✓ Approve _____ Disapprove [Signature] Initials
 Date of Publication March 21 & 28, 2024
 Dates of Reading by Council April 22, 2024
 Council Voted to: _____ Approve _____ Disapprove _____ Initials
 Date License Issued (subject to Council Approval): April 23, 2024

Notice of the public hearing on the application for the license shall be published once a week for two weeks in the official newspaper of the city wherein legal advertisement are published. After the application is complete and all information is received by the license officer, a public hearing will be scheduled on the application by the council. In addition, if the proposed location does not have an existing license, a sign shall be posted by the license officer on premises at least 15 days prior to the public hearing.



COGENT  SYSTEMS
Georgia Applicant Processing Services

Acknowledgement

I authorize Cogent Systems, Inc. to conduct a fingerprint based criminal history record check of me.

I understand that Cogent Systems, Inc. will send my fingerprints to the Georgia Crime Information Center for a search of criminal history information in its files and to the Federal Bureau of Investigation for a search of its files when a federal record check is so authorized.

I understand that the electronic results of this fingerprint check will be received by Cogent Systems, Inc. and forwarded to the agency responsible for determining my suitability for the position for which I have applied.

I further understand that Cogent Systems, Inc. will not maintain a copy of my record and that Cogent Systems, Inc. meets all confidentiality and security requirements for handling and dissemination of state and federal criminal history record information.

By:

Hiral Jay Patel. H.H. Patel

Date:

3/14/29

CITY OF KINGSLAND, GEORGIA
SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) FORM
O.C.G.A. § 50-36-1(E)(2) AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT

By executing this affidavit under oath, as an applicant for a(n) Occupational Tax Certificate, as referenced in O.C.G.A. § 50-36-1, from the City of Kingsland, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) ☒ I am a United States citizen.

Please see link for acceptable forms of identification: <http://law.ga.gov/immigration-reports>

2) ☐ I am a legal permanent resident of the United States. **

Please see link for acceptable forms of identification: <http://law.ga.gov/immigration-reports>

3) ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. **

Please see link for acceptable forms of identification: <http://law.ga.gov/immigration-reports>

My alien number issued by the Department of Homeland Security or other federal immigration agency is:

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

_____ (please attach copy of document)

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Kingsland (City), GA (State).

H. H. Patel

Signature of Applicant

03/14/2024

Date

Hiral Jay Patel

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 14 DAY OF March, 2024.

Business License Acct. No. _____

Sales Tax ID No.
(If Applicable) _____

Scott L. Kimball
NOTARY PUBLIC/SEAL

My Commission Expires: _____



**E-VERIFY FORM
CITY OF KINGSLAND AFFIDAVIT
O.C.G.A. § 36-60-6(d) E-VERIFY PRIVATE EMPLOYER AFFIDAVIT OF COMPLIANCE**

By executing this affidavit under oath, as an applicant for a(n) Alcohol License
[Occupational Tax Certificate, Alcohol License or other document required to operate a business] as referenced in
O.C.G.A. § 36-60-6(d), from the City of Kingsland, Georgia, the undersigned applicant representing the private employer
known as _____ [printed name of private employer] verifies one of
the following with respect to my application for the above mentioned document:

- 1)
- a) _____ On January 1st of the below signed year the individual, firm, or corporation employed more than ten
(10) employees.
- b) ☒ On January 1st of the below signed year the individual, firm, or corporation employed less than ten
(10) employees. (Exempt from E-Verify Program)

If the employer selected 1(a) please fill out Section 2 below.

2) _____ The employer has registered with and utilizes the federal work authorization program in accordance with the
applicable provisions and deadlines established in O.C.G.A. § 13-10-90. The undersigned private employer also attests
that its federal work authorization user identification number and date of authorization are as listed below:

99-1783305
Federal Work Authorization User Identification Number

BUSINESS ACCOUNT NO.

Date of Authorization

308 - 969193
SALES TAX ID NO. (Only if Applicable)

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false,
fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20,
and face criminal penalties allowed by such statute.

Executed in Kingsland (City), GA (State).

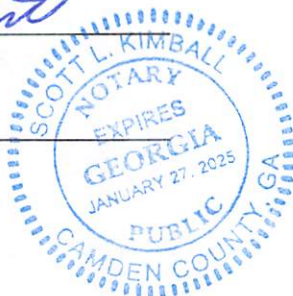
H. H. Patel 03/14/2024
Signature of Applicant Date

Hiral Jay Patel
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 19 DAY OF march, 2024

[Signature]
NOTARY PUBLIC/SEAL

My Commission Expires: _____





City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4435)

Meeting: 04/22/24 06:00 PM
Department: City Manager
Category: Miscellaneous
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4435

8.2

Approval Of: Request for Opioid Settlement Funds

Approval of a request from Judge Stephen Kelley for allocation of Kingsland Opioid Settlement Funds for enhancement of the Brunswick Judicial Circuit Drug Court Program.
Staff recommends approval.



STEPHEN D. KELLEY

JUDGE SUPERIOR COURTS
BRUNSWICK JUDICIAL CIRCUIT
GLYNN COUNTY COURTHOUSE
701 H STREET, BOX 201
BRUNSWICK, GEORGIA 31520

TELEPHONE
(912) 554-7372
FACSIMILE
(912) 264-8145

APPLING COUNTY
CAMDEN COUNTY
GLYNN COUNTY
JEFF DAVIS COUNTY
WAYNE COUNTY

April 10, 2024

Mr. Lee Spell, City Manager
City of Kingsland
107 South Lee Street
Kingsland, Georgia 31548

Dear Lee,

We appreciate the opportunity to meet with you and leadership from Kingsland Police Department to discuss allocation of the opioid settlement funding for the enhancement of the Brunswick Judicial Circuit Drug Court.

Brunswick Judicial Circuit Drug Court was established in 1999, and has since graduated almost 1,300 participants. These numbers represent lives restored, families mended, and the ability to move forward without the chains of addiction holding them back. We have seen our graduates go on to be successful business owners, law school graduates, and fully engaged parents. The opioid crisis took so much from our communities, and we are happy to operate a program that provides restoration.

We are writing to request that funding received by the City of Kingsland be allocated to Brunswick Judicial Circuit Drug Court for program operation and enhancements. For a quarter of a century, our program has been on the front lines of a deadly epidemic. With the second wave of the crisis, beginning around 2010, we have seen sharp increases in deaths caused by overdoses.

As a primary provider of deep-end addictive disease services for those individuals who are both suffering from addiction and have serious justice involvement, we are proposing to use enhancement funding to:

1. Strengthen our trauma-based response to recovery;
2. Enhance our team's skills in responding to persons with opioid addiction; and
3. Build capacity for long-term response to this issue.

Mr. Lee Spell
April 10, 2024
Page 2

The Brunswick Judicial Circuit serves Appling, Camden, Glynn, Jeff Davis, and Wayne Counties. We are currently serving residents of Camden County from an office located in the city of St. Marys. We would like to use this funding to make services more accessible to residents of Kingsland and Woodbine, where many of our participants reside. Thank you so much for trusting our team to deploy additional resources to your citizens who are battling addiction.

In addition to utilizing funding to bring our team to the City of Kingsland, we will provide services according to the guidelines outlined in the settlement documents, to include:

1. Group and Individual Counseling to address the root causes of addiction, change thinking patterns, and provide coping strategies.
2. Peer Support Services to provide support from the perspective of someone who has been where our participants are in the addiction cycle, but overcame and maintained sobriety.
3. Case Management to provide linkages to ancillary services such as medical, housing, employment, and educational services.
4. Medically Assisted Treatment to provide life-saving alternatives to illicit substances.
5. Drug Screening to promote abstinence and maintain accountability.
6. Enhanced Staff Training to constantly improve service delivery for participants.

Thank you for your consideration of this request. If you have any questions, please contact Lisa Johnson, Public Safety Grants Manager, at lwicker@glynncounty-ga.gov or via cell (912) 222-6463.

Respectfully,



Stephen D. Kelley
Judge, Superior Court
Brunswick Judicial Circuit

NOS 1017	Projected Allocations	
Row	Payment Type	Projected Allocation Amount
1.	Distributor Projected Payment 4 (July, 2024)	\$8,419.45
2.	Distributor Projected Payment 5 (July, 2025)	\$8,419.45
3.	Distributor Projected Payment 6 (July, 2026)	\$8,419.45
4.	Distributor Projected Payment 7 (July, 2027)	\$6,555.57
5.	Distributor Projected Payment 8 (July, 2028)	\$12,256.73
6.	Distributor Projected Payment 9 (July, 2029)	\$12,256.73
7.	Distributor Projected Payment 10 (July, 2030)	\$12,256.73
8.	Distributor Projected Payment 11 (July, 2031)	\$10,303.02
9.	Distributor Projected Payment 12 (July, 2032)	\$10,303.02
10.	Distributor Projected Payment 13 (July, 2033)	\$10,303.02
11.	Distributor Projected Payment 14 (July, 2034)	\$10,303.02
12.	Distributor Projected Payment 15 (July, 2035)	\$10,303.02
13.	Distributor Projected Payment 16 (July, 2036)	\$10,303.02
14.	Distributor Projected Payment 17 (July, 2037)	\$10,303.02
15.	Distributor Projected Payment 18 (July, 2038)	\$10,303.02
		\$151,008.27
	Amounts Allocated and Paid to Kingsland City, GA	
1	Distributor	\$21,152.88
2	Janssen	\$28,932.08
3	Teva	\$1,934.89
4	Allergan	\$2,270.83
5	CVS	\$2,102.20
6	Walgreens	\$5,417.22
7	Walmart	\$21,027.46
8	Totals	\$82,837.56



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4434)

8.3

Meeting: 04/22/24 06:00 PM
Department: City Clerk
Category: Agreement
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4434

Approval of: GMA District 12 Officers Ballot for 2024-2025

ELECTION OF GMA'S DISTRICT 12 OFFICERS FOR 2024-2025

BALLOT

The nominating committee comprised of current District 12 officers nominated the following city officials as GMA's District 12 Officers for 2024-2025:

- President Lisa James, Councilmember, St. Mary's
- First Vice President Paulette Chavers, Councilmember, Statesboro
- Second Vice President Cosby H. Johnson, Mayor, Brunswick
- Third Vice President Kurtis Purtee, Alderman, Savannah

Is your city in favor of the nominees for positions of President, First Vice President, Second Vice President, and Third Vice President

Yes ____ No ____

Please provide the following information:

City: _____

Name of person submitting ballot: _____

I affirm that I am authorized to vote on behalf of the city:

Signature: _____

Please mail or email ballot by May 17 to:

Pam Helton, Georgia Municipal Association, P.O. Box 105377, Atlanta, GA 30348; email at phelton@gacities.com.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 04/22/24 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4441

AGENDA ITEM (ID # 4441)

Approval Of: Civil Engineering Proposal Lakeview Drive Culvert Design and Project Management

Approval of a proposal from Robert's Civil Engineering for engineering services related to the replacement of culvert pipes on Lakeview Drive with a box culvert to improve stormwater management in the Mariners Landing subdivision.

Staff recommends approval.



ROBERTS CIVIL ENGINEERING

St Simons Island | Savannah | Jacksonville | Charleston | Baxley

www.robertscivilengineering.com

Civil Engineering Proposal Lake View Dr Culvert Design & Project Management Kingsland, Georgia (AHJ) Attachment A – Scope of Work Date of Proposal: 04/17/2024

Roberts Civil Engineering (RCE) is pleased to present the following proposal for civil engineering services associated with redesigning the drainage layout for a small section of Lake View Drive and project management in Kingsland, GA. The following summarizes the scope of work that RCE proposes to perform.

Lump Sum Cost

1. **Topo Survey** – The topographic survey will include the following:
 - a. Spot elevations
 - b. Contours
 - c. Visible above ground utilities
 - d. Existing right of way
 - e. Underground Utilities
 - f. Trees
2. **Wetland Delineation** – We will visit the site and determine if any freshwater jurisdictional and/or non-jurisdictional wetlands or streams are present on the subject property in accordance with the Corps of Engineers Wetland Delineation Manual; January 1987. We will delineate all wetlands and streams present within the project area. Following completion of the field work, we will prepare a field sketch and coordinate our finding with our surveyor for the location of wetlands and streams present for the preparation of the wetland survey plat. We will prepare a Jurisdictional Determination Request for submittal to the USACE and provide ongoing coordination in order to acquire written verification of the jurisdictional limits on the subject property.
3. **Nationwide Permitting** – RCE will assist you in obtaining the necessary Nationwide Permit for the U.S. ACoE for the site. This includes preparation of the permit application, preparation of project description, project justification, and attending meetings as necessary with the appropriate regulatory personnel to discuss the project and matters relating to the application.
4. **Civil Engineering Construction Plans** – A set of detailed site construction plans will include the following:
 - a. Staking Plan
The geometric design of the roads and/or parking areas will be shown as well as other key features.
 - b. Grading and Drainage Plan
The location of all drainage facilities and flow paths including spot elevations will be shown on this plan to indicate the drainage patterns on site.

- c. Erosion, Sediment, and Pollution Control Plan (Not submitted to the State. Local Erosion Permitting only)
Best management practices are shown on this plan to prevent erosion and minimize the discharge of site sediment during construction.
 - d. General Details
Detailed drawings for utilities, storm piping, erosion control components, and miscellaneous other details are used to give further construction information to the contractor.
5. **Drainage Report** – A report will be prepared explaining the drainage design for the site. The report will address the following:
- a. Existing drainage system
 - b. Proposed drainage system
 - c. Purpose of analysis
 - d. Design variables and discharge.
 - e. Hydraulic Analysis
6. **Bidding and Contract Management**— The following services will be provided:
- a. Preparation of Final Specifications to Solicit Competitive Proposals
 - b. Procurement of Qualified Contractors in Accordance with State of Georgia Public Procurement Code:
 - i. Preparation of Request for Proposal (RFP)
 - ii. Advertisement of RFP
 - iii. Pre-Bid Conference & Addendums
 - iv. Bid Opening
 - v. Bid Tabulation and Evaluation
 - vi. Contractor Negotiation (if necessary)
 - vii. Value Engineering (if necessary)
 - viii. Recommendation of Award
 - ix. Contract Preparation & Execution
 - x. Pre-construction meeting
 - c. Field Visits during Construction
 - d. Pay Request Reviews
 - e. Punch List
 - f. Contract Closeout
7. **Maintenance Report** – RCE will provide a report for routine maintenance practices for the new design.

Total Sum of Items 1-6 \$ 41,600

Variable Costs

8. **USACE/GADNR Site Visit** - If a field review of the subject property is requested by the USACE and/or GADNR, we will accompany them to the site to provide justification of any delineated wetland limits or isolated wetland determinations.

Lump Sum \$1,250

9. **Wetland Impact Exhibits** - Wetland impact exhibits will be prepared for the project site to be submitted with the Nationwide Permit Application and Pre-Construction Notification. The exhibits will show the wetland fill areas and wetland impact areas.

Lump Sum \$1,500 / exhibit

10. **Plan Permitting** – The plans and reports will be coordinated with the Authority Having Jurisdiction to include the following:

- a. Preparation of Required Applications and Forms
- b. Submittal
- c. Coordination with Reviewers
- d. Response to Comments

Hourly (see below)

Hourly Services – Tasks not specifically stated in the Scope of Work are available on an hourly basis at RCE's current hourly rate at the time of service. These tasks could include but are not limited to **revisions, additional permitting, meetings, calls, bidding, and contractor coordination.**

Current Hourly Rate Schedule

Principal Engineer	\$195
Project Manager	\$185
Sr. Project Engineer	\$185
Project Engineer	\$150
Sr. Field Engineer	\$150
Project Coordinator	\$130
Field Engineer	\$130
Draftsman	\$130
Admin	\$75

Notes:

1. Permit, application, and tap fees are the responsibility of the Client.
2. Record drawings and closeouts are the responsibility of the Client.
3. Hourly rates are subject to change.

Additional Services (The following items are not included but can be proposed on if requested by the Client)

- Photometric Plan
- Geotechnical Evaluation and ESA
- Wetland Impact Permitting
- Wetland Impact Exhibits
- Arborist Report / Existing Tree Survey
- Irrigation Design
- Sprinkler System Calcs
- Rezoning/Zoning Amendments
- Encroachment Permits
- Hydraulic Modeling of Ponds
- Monitoring
- Open Records Requests
- Utility Extension Plans
- Offsite Improvement Plans
- Lift Station Design
- Flood Mitigation Calculations
- Landscaping Plans
- Easement Relocation Services
- Construction Services
- As-Builts and Closeouts
- Flow Test
- Building Permitting



ROBERTS CIVIL ENGINEERING

St Simons Island | Savannah | Jacksonville | Charleston | Baxley

www.robertscivilengineering.com

CONTRACT AGREEMENT

This Contract Agreement is entered into this date _____, by and between City of Kingsland, GA (hereinafter "Client") and **Roberts Civil Engineering, LLC** (hereinafter "Engineer") (collectively the "Parties")

1. **Parties Information:**

CLIENT:	City of Kingsland
Client Address:	PO Box 250 Kingsland, GA 31548
Client Phone:	912-729-5613
Client Email:	lspell@kingslandgeorgia.com
 ENGINEER:	 Roberts Civil Engineering, LLC
Engineer Address:	301 Sea Island Rd., Suite 10 St. Simons Island, GA 31522
Engineer Phone:	(912) 638-9681
Engineer Email:	ccopelan@robertscivilengineering.com

2. **Purpose:** Client desires to retain Engineer, as an independent contractor, to provide certain services as specified herein to Client and Engineer desires to provide such services to Client in accordance with the terms and conditions set forth herein.
3. **Scope of Work:** Engineer's Scope of Work under this Contract Agreement shown in Attachment A (hereinafter "Scope of Work"). The Parties agree that any work performed by Engineer beyond the Scope of Work defined herein shall be performed at Client's expense based on the hourly fees described in Attachment A. The hourly rate services may include but are not limited to revisions, permitting, meetings, calls, bidding, and contractor coordination.
4. **Contract Price:** Engineer agrees to perform the Scope of Work as shown in Attachment A (hereinafter "Contract Price"), subject to additions and deductions by Change Orders.
5. **Terms of Payment:** Client shall make payments in draws to Engineer on a monthly basis based on the percentage complete of the Scope of Work plus hourly fees for additional work and reimbursable expenses. Payment is due upon receipt of the invoice. A 1.5% interest fee will be charged for each 30-day period that elapses from the date of the invoice until receipt of payment.
6. **Stop Work Clause:** Billings become delinquent if not paid within thirty (30) days of the invoice date. If billings are not paid within thirty (30) days of the invoice date, RCE we will stop all work until your account is brought current, or we will withdraw from engagement under this Agreement. The Client acknowledges and agrees that RCE is not required to continue work in the event of the Client's failure to pay on a timely basis for services rendered as required by this Agreement. The Client further acknowledges and agrees that in the event we stop work or withdraw from this Agreement as a result of the Client's failure to pay on a timely basis for services rendered as required by this Agreement, RCE shall not be liable to the Client for any damages that occur as a result of RCE's ceasing to render services.

7. **Contract Time:** Engineer agrees to obtain Substantial Completion and Final Completion in accordance with the schedules established by the Parties via an executed Change Order.
8. **Insurance:** Engineer shall maintain valid: (1) general liability insurance in the aggregate amount of \$1,000,000; (2) worker's compensation insurance in the amounts prescribed by law; and (3) errors and omissions insurance in the amount of \$1,000,000 or the duration of this Project with extended coverage for a period of 1 year following completion of the Project.
9. **Limitation of Liability:** Client agrees that Engineer and its agents and employees shall not be held responsible for any loss or damage sustained by Client, or additional costs incurred by Client, resulting from a delay caused by Client or its other Subcontractors, their agents or employees, or supplier, or by abnormal weather conditions, or by any other cause. The maximum liability that the Engineer shall incur shall be the lesser of the design fee or the insurance amount.
10. **Indemnity:** Client agrees to defend, indemnify and save harmless Engineer from and against any claim, cost, attorneys' fees incurred (including attorneys' fees incurred on any appeal), expense, liability, or damages attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with, in whole or in part, the performance of the Scope of Work by Client, its other Subcontractors and suppliers, or their agents, servants, or employees. Client shall not, however, be required to indemnify Engineer from or against claims solely arising out of Engineer's own negligence. Client shall strictly comply and shall ensure that its contractor(s) and other subcontractors comply with all federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its presence or performance of any activity on the Project, including but not limited to permits required under the Federal Clean Water Act and local ordinances for land disturbance activity. The owner expressly agrees to indemnify, defend, and hold Engineer harmless with respect to any fines, penalties, liabilities, or other consequences for its failure to so comply.
11. **Statute of Limitations:** Client agrees to file any and all claims against Engineer within one (1) year of the last date on which Engineer supplied or provided design for the project.
12. **Termination:** Either party may terminate this agreement after (15) calendar days of written notice. Engineer shall be paid for the amount of work completed through the notice of termination.
13. **Independent Contractor:** It is the intention of the Parties that the Engineer occupies the status of an independent contractor, as that term is generally understood in the construction industry. It is the intention of the Parties that: (i) the Engineer shall specifically not occupy the status of an agent, servant, or employee of the Client; and (ii) the relationship between the Engineer and the Client shall specifically not be that of a partnership, joint venture, or other similar association.
14. **Entire Agreement:** This Contract Agreement and the Attachments hereto constitute the sole and entire agreement between the Parties hereto with respect to the subject matter hereof and no modification of this Contract Agreement and Exhibits shall be binding unless signed by all Parties. No representation, promise, or inducement not included in this Contract Agreement or Exhibits shall be binding upon any party hereto.
15. **Counterparts:** This Contract Agreement may be executed in several counterparts, each of which shall constitute an executed original hereof.
16. **Engagement:** Engineer shall be engaged to begin the Scope of Work upon receipt of all of the following items from Client:
 - i. **Signed Contract Agreement**

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed as of the day and year first above written.

ENGINEER:

By: Johnathan Roberts
For: Roberts Civil Engineering, LLC
Its: Professional Engineer



CLIENT:

By: _____
For: _____
Its: _____



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4442)

Meeting: 04/22/24 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4442

8.5

Approval Of: Alternative Claims Management Proposal

ACM specializes in nation-wide recovery for fleet vehicles for not-at-fault accident claims. The ACM program is 100% performance based and fee's are paid as a percentage of recoveries. *Staff recommends approval.*

Not at Fault Damage Recovery Program



Prepared By:

Dale Cepher
Alternative Claims Management
San Antonio, TX
dcdephers@altclaim.com

Attachment: Kingsland PD ACM overview (002) (4442 : Approval Of: Alternative Claims Management Proposal)

How We Help

ACM specializes in nationwide recovery for specialty fleet vehicles, including EMS, police, fire and utilities for not-at-fault accident claims. Those recoveries include repairs, lost revenue, loss of use, diminution of value, damaged equipment, total losses and total loss supplements which is the labor and parts associated with the equipment transfer from the total loss unit to the replacement unit.

You mentioned the two main pain points for you were damage estimating and salvage disposal because that was holding up your being able to bill out the claims. Looking for an appraisal company on your own would be a 100% expense to the taxpayers.

Partnering with ACM, our program will resolve both the appraisal shortfall as well as the salvage disposal issue you are currently experiencing. The best part of the ACM program is we are 100% performance based and we do not charge to recover your damages so there is no financial downside to partnering with ACM.

ACM has a nationwide network of appraisers we use regularly, and those appraisals help recover repair and inherent related diminution of value. We also have a salvage buyer program so we can get local market salvage value documentation and have your total losses billed out as quickly as 15 days in some cases.

Key Advantages:

- No upfront costs or risks
- Claims audit for the past 4-years (Georgia state statute)
- Proven results: over 70 million returned annually to clients.
- Your employees recover valuable time for more important tasks

Claim Line Items We Recover:

1. **Physical Damage (PD):** Recovery of losses up to the value of the Client's final repair invoice (or original body or mechanical shop estimate).
2. **Physical Damage (PS) – Photoscopes Only.** ACM may accept clear photographs from which a independent, third-party appraiser can prepare an estimate. This reduces Client's downtime, labor associated with estimate collection, and keeps fleet vehicles in service.
3. **Loss of Use (LOU):** The rental value of a comparable replacement vehicle or equipment for the days the unit is anticipated to be out of service for repair or replacement.
4. **Loss of Revenue (LOR):** The estimated loss of income while the vehicle is out of service.
5. **Inherent Diminution of Value (DV):** The estimated variance of the vehicle pre-accident and the repaired vehicle post-accident.
6. **Repair Related Diminution of Value (RRDV):** The difference between the Client's actual repair invoice versus an estimate written to I-CAR/Manufacturer Design and Repair Specifications (OEM).

7. **Total Loss (TL):** The difference between the vehicle's Actual Cash Value (ACV) and one of these valuation methods: Depreciated Book Value, Wholesale Value, Depreciated Value, Mutually Agreed Upon Value.
8. **Recovered Fees (RF).** Paid by the At-Fault Party's Carrier. These are fees associated with processing or repairing the vehicle; **administrative, sanitation, content removal**, and other fees charged to the carrier.
9. **Other Property Damage (OPD):** In cases where property damages are incurred apart from the vehicle itself but are causally related to the event causing the damages, ACM will include these additional items. This may include, but not be limited to, **all types of signs, guard rails, lights/light poles, buildings, goods in transit, and other non-vehicle equipment owned by Client and damaged in the event.** It might also include towing and storage fees.

Results



\$44,310 in Loss of Use

+ 4,000 Diminished Value

\$32,295 in Physical Damage

Chevy Tahoe

\$32,357 in Loss of Use

+ 4,262 Diminished Value

\$7,944 in Physical Damage

Dodge Durango Police Unit



\$23,205 in Loss of Use

\$5,100 in Physical Damages

Ford Explorer Sheriff SUV

\$23,112 in Loss of Use

\$4,638 in Physical Damages

Ford Taurus Police Unit



\$22,155 in Loss of Use

\$4,638 in Physical Damages

Chevy Tahoe Supervisor SUV

Photoscope & Asset Recovery

Claim Spotlight

Government Fire

The Photoscope
recover
vehicle t

ACM Claim #: 0566748; 2.5 year-old dormant claim

Vehicle: 2009 E-One UK Fire Truck

Physical Damage: \$ 4,647

Loss of Use: \$20,353

4.4X damage
collected
in Loss of Use!

ture and
remove a

Using photoscope
an appropriate
recover
recordkeeping
limitation

Description: Collision due to improper lane change caused impact to the passenger side of client's vehicle. Photoscope performed; 8 days of downtime recovered up to policy limits.

to produce
and still
your
the statute of
downtime.

Uncollected
to include

marked files
ices permit.



Our Clients Include



**Cobb County
GOVERNMENT**



UNIVERSITY OF
Nebraska
Lincoln



Acadian
Ambulance Service

verizon✓

TRUGREEN

AutoNation



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4443)

Meeting: 04/22/24 06:00 PM
Department: City Manager
Category: Deed
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4443

8.6

Approval Of: Clarification of Infrastructure Deed

Please return to:
Kinney & Hendrix, LLC
Attorneys at Law
P. O. Box 7050
St. Marys, GA 31558
File 48989

STATE OF GEORGIA

COUNTY OF CAMDEN

QUIT-CLAIM DEED

THIS INDENTURE, made this ____ day of _____, 2024,
 between, and **Camden County Joint Development Authority**, of the first
 part, and the **City of Kingsland**, a municipal corporation of the State of
 Georgia, of the second part.

WITNESSETH: That the said party of the first part, for and in
 consideration of the sum of \$10.00 and other valuable considerations in hand
 paid, the receipt whereof is acknowledged, has bargained, sold, and by these
 presents does remise, convey and forever QUIT CLAIM to the said party of the
 second part, its successors and assigns, all that lot, tract, or parcel of land
 lying and being in the City of Kingsland, 1606th G. M. District, Camden
 County, Georgia, more particularly described as follows:

All of the streets identified as Commercial Drive and Industrial
 Drive as more fully and accurately shown and described on that
 certain plat of survey of prepared by Ben Brandon, Jr., Georgia
 Registered Land Surveyor No. 2053, dated June 9, 1995, recorded
 in Plat Drawer 19, Map No. 64, Camden County, Georgia, records.

48989

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

IN WITNESS WHEREOF, the said party of the first part has hereunto set the hands and seals of the respective officers, the day and year above written.

Camden County Joint Development Authority

By: _____(SEAL)
Greg Lockhart, its Chairman

Attest: _____(SEAL)
Jim Lomis, its Secretary / Treasurer

Signed, sealed, and delivered
in the presence of:

Witness

Notary Public

48989

Attachment: Dedication Deed for Industrial Park Roads (00151931) (4443 : Approval Of: Clarification of Infrastructure Deed)

RESOLUTION ACCEPTING PROPERTY

WHEREAS, there is recorded in Plat Drawer 19, Map No. 64, Camden County, Georgia records a plat of survey that depicts certain streets for the use of those owning property within the Camden County Industrial Park, which streets are within the city limits of the City of Kingsland.

WHEREAS, the aforesaid streets have been completed and accepted by the City of Kingsland as required under ordinances of the City of Kingsland; and

WHEREAS, Camden County Joint Development Authority, has tendered to the City of Kingsland a deed conveying the following property:

All of the streets identified as Commercial Drive and Industrial Drive as more fully and accurately shown and described on that certain plat of survey of prepared by Ben Brandon, Jr., Georgia Registered Land Surveyor No. 2053, dated June 9, 1995, recorded in Plat Drawer 19, Map No. 64, Camden County, Georgia, records.

which deed is acceptable to the City of Kingsland;

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND, GEORGIA, that the deed from Camden County Joint Development Authority, to the City of Kingsland, Georgia, conveying the aforesaid streets within the Camden County Industrial Park, dated _____, 2024 is hereby accepted by the City of Kingsland.

THIS _____ day of _____, 2024.

CITY OF KINGSLAND, GEORGIA

By: _____(SEAL)
Its Mayor

Attest: _____(SEAL)
Its Clerk

Attachment: Dedication Deed for Industrial Park Roads (00151931) (4443 : Approval Of: Clarification of Infrastructure Deed)

CLERK'S CERTIFICATE

I, Jo Seigler, the duly appointed, qualified and acting Clerk of the City of Kingsland, Georgia, do hereby certify that the attached resolution was duly adopted by the Mayor and Council of the City of Kingsland, Georgia, at its regular meeting held on _____, 2024, and I do further certify that the copy of the resolution is a true and correct copy of said resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said City this _____ day of _____, 2024.

Jo Seigler