



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • AUGUST 12, 2024

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. GRANTING AUDIENCE TO THE PUBLIC

VI. OLD BUSINESS

VII. NEW BUSINESS

- 1. Approval Of: Amendment #1 to Camden Woods TAD #2 Traffic Study -

Traffic Study Amendment #1 to generate concepts for improving traffic flow at the intersections of Boone Street at Haddock Road and Middle School Road, coordinating with the proposed Traffic Study Concepts for the Intersections of Highway 40 at Gross Road and Middle School Road and other related services. Proposal is lump sum at \$19,250.00, funding is Camden Woods TAD #2.

Staff recommends approval.

2. Approval of: Franchise Agreement with Okefenoke Rural Electric Membership Corporation (OREMC) -

Renewal of a 35-year Ordinance granting franchise, permission and consent to Okefenoke Rural Electric Membership Corporation to occupy public ROW in the City of Kingsland to construction, operate and maintain utility infrastructure. The current Ordinance expires August 2024.

Staff recommends approval.

3. Approval Of: MOU Between City of Kingsland and Williams Communication, Inc to Piggyback on Radio Contract with Camden County Government -

Pursuant to the intergovernmental cooperative procurement clause the contractor has included in its contract with Camden County Government, to which the contractor agrees to extend identical prices and goods under the same terms and conditions to all public agencies within Camden County, Kingsland desires to Piggyback on the County's contract with Williams Communications, Inc.

The scope of the contract includes equipment, programming, installation, basic fleet mapping and 5-year warranty support. All portable radios will include spare battery, desktop charger, and external (lapel) microphone hard wire connection.

Contract pricing per unit is \$9,058.71 (mobile dual band), \$9,047.71 (mobile tri band), \$6,802.31 (portable dual band), and \$3,498.91 (mobile single band).

Police department is requesting 8 mobile dual band \$72,469.68; 44 mobile single band \$153,952.

Fire department is requesting 5 mobile dual band \$45,293.55; 15 mobile single band \$52,483.65; and 15 portable dual band \$102,034.65. Total project estimated cost \$426,231. Quantities ordered are subject to final approval by the City Manager.

Funding for the radio project is budgeted in the capital projects fund.

Staff recommends approval.

4. Approval Of: Sanitary Sewer Easement Agreement -

Sanitary Sewer Easement Agreement between the City of Kingsland and Camden County Joint Development Authority for easements located in the Camden County Industrial Park.

Staff recommends approval.

5. Bid Award: Purchase of Valve Exercise Machine -

Funding is in the water/sewer operations fund.

Staff recommends low bid, Carters Equipment, for \$71,855.

6. Appointment to: Kingsland Development Authority Board -

Seat 1 - Term Expiration 12/31/2025 -

Seat 2 - Term Expiration 12/31/2026 -

Seat 3 - Term Expiration 12/31/2027 -

VIII. MAYOR AND COUNCIL ANNOUNCEMENT

IX. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 08/12/24 06:00 PM
Department: City Manager
Category: Amendment
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4521

AGENDA ITEM (ID # 4521)

Approval Of: Amendment #1 to Camden Woods TAD #2 Traffic Study

Traffic Study Amendment #1 to generate concepts for improving traffic flow at the intersections of Boone Street at Haddock Road and Middle School Road, coordinating with the proposed Traffic Study Concepts for the Intersections of Highway 40 at Gross Road and Middle School Road and other related services. Proposal is lump sum at \$19,250.00, funding is Camden Woods TAD #2.

Staff recommends approval.

Amendment #1
 July 30, 2024
 to
 Contract Agreement
 between
 City of Kingsland, Georgia (Client) and Roberts Civil Engineering, LLC (Engineer)
 for
 Camden Woods TAD #2 Traffic Study

Roberts Civil Engineering (RCE) is pleased to submit this Amendment for services associated with the City of Kingsland's Camden Woods TAD #2 Traffic Study. The following summarizes the additional Scope of Services that RCE proposes to perform at the City's request:

1. **Phase I Boone Street Intersection Concept Design:** Generate Concepts for improving traffic flow at the Intersections of Boone Street at Haddock Road and Middle School Road, coordinating with the proposed Traffic Study Concepts for the Intersections of Highway 40 at Gross Road and Middle School Road, and coordinating with the City's planned Boone Street Pedestrian Improvement Project:
 - a. Coordinate and lead a Design Charette Meeting with the City and other Stakeholders, intended to gather and document key Stakeholder input necessary to the success of this assignment.
 - b. Provide/ Present 2-3 potential Concept Options for each Intersection for City consideration.
 - c. Provide/ Present a recommended Concept Option for each Intersection.
 - d. Provide/ Present an Opinion of Probable Cost (OPC) for each of the City's Preferred Intersection Concepts.
 - e. Provide/ Present a refined Preferred Intersection Concepts, each with refined OPC's.

RCE Lump Sum Fee: \$ 19,250.00

2. **Phase II Boone Street Intersection Construction Documents:** Generate Construction Documents for the City's preferred Boone Street Intersection Concepts at Haddock Road and Middle School Road.
 - a. Generate Bid-Ready Construction Documents (Plans and Specifications) for each of the City's Preferred Intersection Concepts.
 - b. Generate a preliminary Project Schedule.
 - c. Support City's Purchasing Agent with Bid Quantities and written Scopes of Work for Contractor Bidding.

RCE Lump Sum Fee: To Be Determined

3. **Construction Administration Services** – Provide traditional Construction Administration oversight of the City's Contractor during the Construction Phase. The Scope of Service will include the following:
 - a. Inspecting Construction onsite twice monthly, with Inspection Reports.
 - b. Attending Owner/ Designer/ Contractor Meetings twice monthly, with Meeting Minutes.
 - c. Reviewing and approving the Contractor's Product Submittals.
 - d. Providing responses to the Contractor's Requests for Information.

- e. Reviewing the Contractor's detailed Construction Schedule, and making approval recommendations to Owner.
- f. Reviewing the Contractor's Applications for Payment, and making approval recommendations to Owner.
- g. Reviewing the Contractor's Change Proposal Requests, and making approval recommendations to Owner.

RCE Lump Sum Fee: To Be Determined

Optional Services

The following services can be provided upon Owner's request and approval:

- a. Providing Verification of the City's Site Survey.
- b. Providing a Geotechnical investigation of the SubGrade.
- c. Providing Enhanced Construction Administration Services, where RCE more directly manages the Owner's Agreement with the Contractor as the dedicated Owner's Representative.
- d. Providing Additional Onsite Construction Administration and/ or Observations.

Hourly Rates for Optional Services – Services and tasks not specifically included in the Scope of Services are available on an hourly basis at RCE's current hourly rate at the time of service.

***Current 2024 Hourly Rate
Schedule***

Sr. Project Manager	\$275
Sr. Traffic Engineer	\$250
Principal Engineer	\$235
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. We preliminarily assume that the Improvement Concepts for each Boone Street Intersection may involve only minor re- striping and re- signing solutions. However, it is possible that the best solution may involve a more involved re- configuration approach. Subject to the City's upcoming selection of a Preferred Intersection Concept, RCE will propose a Fee for developing the Construction Documents and for supporting the City's Contractor Procurement effort.
2. Subject to City scheduling availability for the initial Charette Meeting and for the Concept Presentation Meeting, we anticipate that Phase I will require approximately 5- 6 Weeks to complete following a Notice to Proceed.

Client:

By: _____
Mr. Lee Spell
For: City of Kingsland, Georgia
Its: City Manager

Engineer:

By: 

R. M. "Rip" Graham
For: Roberts Civil Engineering, LLC
Its: Project Manager



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 08/12/24 06:00 PM
Department: City Clerk
Category: Agreement
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 4487)

DOC ID: 4487

Approval of: Franchise Agreement with Okefenoke Rural Electric Membership Corporation (OREMC)

Renewal of a 35-year Ordinance granting franchise, permission and consent to Okefenoke Rural Electric Membership Corporation to occupy public ROW in the City of Kingsland to construction, operate and maintain utility infrastructure. The current Ordinance expires August 2024.

Staff recommends approval.

ORDINANCE GRANTING FRANCHISE**To****OKEFENOKE RURAL ELECTRIC MEMBERSHIP CORPORATION****By****CITY OF
KINGSLAND****On**

 , 2024

ORDINANCE NUMBER 2024-10

AN ORDINANCE OF THE CITY OF KINGSLAND, GEORGIA GRANTING TO OKEFENOKE RURAL ELECTRIC MEMBERSHIP CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE ELECTRIC UTILITY FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY AND USE OF MUNICIPAL STREETS AND RIGHTS OF WAYS FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF KINGSLAND, GEORGIA:

SECTION 1. FINDINGS

(A) The City Council of the City of Kingsland, Georgia, a municipality and political subdivision of the State of Georgia (hereinafter referred to as the “City”) recognizes that it is necessary and in the interest of its citizens to establish by ordinance an electric utility franchise (“Franchise”) granting to the Okefenoke Rural Electric Membership Corporation, a Georgia corporation, and its successors, lessees, and assigns (hereinafter referred to collectively as " the Company”) permission to occupy the Rights of Way in the City, for the purpose of providing electric services.

(B) The Company has agreed to undertake construction, operation, maintenance and removal of its Facilities within the City’s Rights of Way under the provisions of this Franchise from the City.

(C) This Ordinance is enacted pursuant to OCGA 36-34-2(7), and other applicable provisions of law.

SECTION 2. Short Title

This ordinance shall be known and may be cited as the Okefenoke Rural Electric Membership Corporation “Electric Utility Franchise”.

SECTION 3. Definitions

For the purpose of this Ordinance, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

“Electric Utility Services” means the business of providing electric ancillary services, electric distribution services, electric generation services, electric transmission services and other services related to providing electricity.

“Electric Utility System” An electric power system installed and operated in the Franchise Area in accordance with the provisions of the Georgia Public Service Commission establishing technical standards, service areas, tariffs and operating standards, which shall include but not be limited to electric light, heat, power and energy facilities, and a generation, transmission, and distribution system, with such extensions thereof and additions hereto as shall hereafter be made.

“Facilities” means electrical transmission, distribution and communication facilities, including lines, cables, conduit, poles, towers, wires, guys and anchors, vaults and boxes, transformers, fixtures, electric vehicle charging stations and other physical components of the Company’s electric power distribution system located within any Right-of-Way or Public Place within the City by virtue of the rights granted under this Agreement.

“Gross Revenues” means all revenues derived from the sales of electric energy to customers served under residential, commercial, and industrial rate schedules within the corporate limits of the City.

“Right-of-Way” means property owned by the City, or dedicated to the public or the City, for transportation purposes, including public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks, bicycles lanes, bridges and places used or intended to be used by the general public for travel as the same now or may hereafter exist.

“Public Place” includes any City-owned property that is open to the public and that is not a Right-of-Way and includes public squares and parks.

“Service Area” means the present boundaries of the City and shall include any additions thereto by annexation or other legal means.

SECTION 4. Grant of Authority

The City hereby grants to the Company, its successors and assigns the non-exclusive right, authority, and franchise to lay, erect, construct, maintain, repair and operate its Facilities in, under, upon, over and across the present and future Rights of Way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, provided that all portions of the same shall conform to accepted industry standards, including but not limited, to the National Electrical Safety Code. Notwithstanding the foregoing, The Company shall obtain City’s prior written approval for the installation of new Facilities in parks and other public places owned by the City which are not public streets, alleys, highways, waterways, easements, bridges, sidewalks, or ways (the “Public Places”), provided that this term

shall not be construed to require the Company to obtain approval to maintain, repair and operate existing Facilities in parks or Public Places. Nothing in this Ordinance shall require the Company to remove, de-energize, or cease using any poles, wires, or other things or Facilities identified hereinabove that were in place under previous ordinances or permits prior to the Effective Date of this Ordinance, regardless of whether such poles, wires or other Facilities are located outside “Rights of Way” as defined herein. Nor shall anything in this Ordinance prohibit the Company from performing upgrades, replacements, maintenance or servicing of such poles, wires, or other Facilities after the Effective Date of this Ordinance. Rather, all such preexisting poles, wires, or other Facilities which are located within the Rights of Way or are otherwise lawfully placed shall be authorized under this Ordinance.

SECTION 5. Term

The Franchise Granted herein is for an initial term of 10 years from the effective date (the “Initial Term”). Upon the expiration of the Initial Term, and any successive term, the Company shall have the option to renew this Franchise for another ten (10) years, by giving written notice, sixty (60) days before the expiration of the Initial Term or any successive term, to the City of its intent to renew this Franchise.

SECTION 6. Franchise Fee

The Company shall pay into the treasury of the City on an annual basis no later than the first day of March throughout the term of this Agreement a sum of money equal to four percent (4%) of the gross sales of electric energy to customers served under residential, commercial, and industrial rate schedules within the corporate limits of the City during the preceding calendar year. If any payment required by this Franchise is not actually received by the City on or before the applicable date fixed in this Franchise, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month. Upon agreement of the Parties, the Company may pay franchise fees by electronic funds transfer and in such event, City agrees to provide to the Company bank routing & account information for such purpose upon request of the Company. No acceptance of any payment by the City shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the City may have for further or additional sums under this Agreement. The City may, at the City’s expense, conduct an audit to ensure payments have been made in accordance with the Franchise and the audit period will be limited to three (3) years preceding the end of the quarter of the most recent payment. Notwithstanding anything herein to the contrary, the Company shall not be obligated to pay to the City the fee provided for herein, or any portion thereof, on the gross sales of electric energy to customers living within areas that, after the Effective Date, are annexed to the corporate limits of the City before sixty (60) days after the Company receives written notice from the City that the City has annexed the territory in which said customers are located. To be effective, the City shall also notify Company of all new street address assignments or changes within the annexed areas. Said notice shall be in writing to the address set forth in Section 13 of this Franchise by U.S. certified mail, return receipt requested. City shall provide detail and information, including address files and maps in sufficient detail and in an acceptable digital format, if feasible to the Company.

SECTION 7. Work in Rights-of-Way

All work performed in Rights-of-Way by the Company shall be done in a workmanlike manner, and within reasonable times, in accordance with reasonable and generally applicable ordinances, or policies of the City and all other applicable state and federal standards, and will be done under the general supervision of the City. The Company shall apply for and obtain all required permits from the City as required by the City before the Company shall undertake any construction in the Right-of-Way.

SECTION 8. Restoration of Rights-of-Way

If during the course of the Company's construction, operation or maintenance of the Electric Utility System, there occurs a disturbance of any Rights-of-way by the Company, it shall, at its expense, replace and restore such Rights-of-way to a condition comparable to the condition of the Rights-of-way existing immediately prior to such disturbance to the reasonable satisfaction of the City. The Company shall re-sod disturbed grassed areas and replace all excavated areas, structures, and landscaping to original or better condition in order to minimize the disruption of public property. The work to be done under this Franchise, and the restoration of Rights-of-Way as required herein, must be completed within the dates specified in any permits authorizing the work. The Company shall perform the work according to the standards and with the materials specified or approved by the City.

SECTION 9. Relocation at Request of the City

Upon its receipt of reasonable notice, not to be less than forty-five (45) days, except where emergency conditions require shorter notice, the Company shall, at its own expense, protect, support, temporarily disconnect, relocate in the Rights-of-Way, or remove from the Rights-of-Way, any property of the Company when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of gas or water pipes, electrical or telecommunications lines, when such installation or construction is being done directly by or for the City. Should the Company refuse or fail to remove its Facilities as provided for herein within forty-five (45) days after written notification, the City shall have the right to do such work or cause it to be done, and the reasonable cost thereof shall be chargeable to the Company.

Notwithstanding the foregoing provisions of this paragraph 9, the Company shall not be obligated to relocate, at its expense, any of the following: (i) Facilities that are located on private property (which shall include those located on easements acquired by the Company from persons or entities other than the City) at the time relocation is requested or demanded; (ii) Facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii)) Facilities that are located in streetscape projects or other projects undertaken primarily for aesthetic purposes; (iv) facilities that are requested by the City to be converted from an overhead configuration or installation to an underground configuration or installation (v) Facilities that do not obstruct or interfere with the safe use of the City's streets

or public places, and that do not obstruct or interfere with plans for road widening, the creation of new turn lanes, or acceleration /deceleration lanes.

With regard to each project undertaken by or on behalf of the City for which the Company is not obligated, in accordance with this paragraph 9, to pay the cost of relocation, the City shall pay the Company in advance for the Company's estimated cost to relocate any of the Company's Facilities in connection with such project. The Company's estimated cost shall offer sufficient detail so that the City can readily identify the components of the proposed work. The Company's total charges for the work shall not exceed one hundred twenty percent (120%) of the estimated cost, unless such additional costs are caused by changes in the City's plans from the original project or an increase in price of materials from the Company's vendors. If the estimated cost is less than the actual cost, the Company shall refund to the City the difference within thirty (30) days of the completion of the relocation.

SECTION 10. Assignment

The Company's interest in this Franchise shall not be sold, transferred, assigned or otherwise encumbered or disposed of, either by forced or voluntary sale or otherwise, without the prior written consent of the City Council.

SECTION 11. Failure to Comply

Failure on the part of the Company to comply in any material respect with the provisions of the Franchise shall be grounds for forfeiture of the grants contained herein. However, no such forfeiture shall be exercised until written notice of such failure to comply has been given. Upon receipt of such notice, the Company shall have 90 days within which to comply or show cause for its failure to do so.

SECTION 12. Indemnity and Hold Harmless

The Company agrees to indemnify, defend, and hold harmless the City, its elected officers, employees, agents, and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by the City and for which the Company may be liable, which arise from the negligence or willful misconduct, of the Company its employees, agents, or subcontractors arising out of the construction, operation, maintenance, upgrade, repair or removal of its Facilities except to the extent those claims, costs, losses, expenses, demands, actions, or causes of action arise from the negligence, willful misconduct, or other fault of the City or third parties. The indemnification by the Company shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages. The City agrees to notify the Company within ten (10) business days of the commencement of any suit or proceeding for which the City contends the Company has a duty to indemnify.

SECTION 13. Notice

Every notice or response required by this Franchise to be served upon the City or the Company shall be in writing and shall be deemed to have been duly given to the required party three (3) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid as follows:

The notices or responses to the City shall be addressed as follows:

City Manager
City of Kingsland
107 S. Lee Street
Kingsland, Georgia 31548

With a copy to:

City Finance Director
City of Kingsland
107 S. Lee Street
Kingsland, Georgia 31548

The notices or responses to the Company shall be addressed as follows:

Okefenoke Rural Electric Membership Corporation
Attn: Office of the General Manager
14384 Cleveland Street
Nahunta, Georgia 31553

SECTION 14. Abandonment of Service

The Company may not abandon the Electric Utility System without having first given three (3) months written notice to the City.

SECTION 15. Removal After Abandonment, Termination or Forfeiture

- a. In the event of a lawful termination or abandonment of the Electric Utility System, the City shall have the right to require the Company to remove all or any portion of the Electric Utility System from all Rights-of-Way and public property within the City.
- b. If the Company has failed to commence removal of the Electric Utility System, or such part thereof as designated by the City, within ninety (90) days after written notice of the City's demand for removal is given, or the Company has failed to complete such removal within twelve (12) months after written notice of City's demand for removal is given, the City shall have the right to remove the Electric Utility System at the Company expense and/or declare all right, title, and interest to the Electric Utility System to be in the City

with all rights of ownership including, but not limited to, the right to operate the Electric Utility System or transfer the System to another for operation by it.

SECTION 16. Governing Law; Venue

Any and all disputes arising out of this Franchise will be governed, construed and enforced according to the laws of the State of Georgia, excluding its conflict-of-law principles. A Party seeking to bring an action relating to the validity, construction, interpretation and enforcement of this Agreement will be required to institute such action in the Superior Court of Camden County, Georgia.

SECTION 17. Severability Clause

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 18. Publication, Effective Date

This Franchise shall be published in accordance with applicable local and state law. The expense of such publication shall be paid by the Company. This Ordinance shall become effective on September 1, 2024, but only upon receipt of a written unconditional acceptance by the Company of the terms and conditions contained herein within thirty (30) days of the passage of this Ordinance.

SIGNATURE PAGE TO FOLLOW

ADOPTED AND APPROVED this _____ day of _____, 2024.

CITY OF KINGSLAND, GEORGIA

BY: _____
Its: Mayor

ATTEST:

CITY CLERK

APPROVED AND ACCEPTED:

OKEFENOKE RURAL ELECTRIC MEMBERSHIP
CORPORATION

BY: _____
Its: President and CEO

ATTEST:

Attachment: City of Kingsland Franchise Draft - 07.25.2024 (4487 : Approval of: Franchise Agreement with Okefenoke Rural Electric



City Council
107 South Lee Street
Kingsland, GA 31548

Meeting: 08/12/24 06:00 PM
Department: Finance
Category: Contract
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:

SCHEDULED

AGENDA ITEM (ID # 4517)

DOC ID: 4517

Approval Of: MOU Between City of Kingsland and Williams Communication, Inc to Piggyback on Radio Contract with Camden County Government

Pursuant to the intergovernmental cooperative procurement clause the contractor has included in its contract with Camden County Government, to which the contractor agrees to extend identical prices and goods under the same terms and conditions to all public agencies within Camden County, Kingsland desires to Piggyback on the County's contract with Williams Communications, Inc.

The scope of the contract includes equipment, programming, installation, basic fleet mapping and 5-year warranty support. All portable radios will include spare battery, desktop charger, and external (lapel) microphone hard wire connection.

Contract pricing per unit is \$9,058.71 (mobile dual band), \$9,047.71 (mobile tri band), \$6,802.31 (portable dual band), and \$3,498.91 (mobile single band).

Police department is requesting 8 mobile dual band \$72,469.68; 44 mobile single band \$153,952. Fire department is requesting 5 mobile dual band \$45,293.55; 15 mobile single band \$52,483.65; and 15 portable dual band \$102,034.65. Total project estimated cost \$426,231. Quantities ordered are subject to final approval by the City Manager.

Funding for the radio project is budgeted in the capital projects fund.

Staff recommends approval.

INTERGOVERNMENTAL COOPERATIVE PROCUREMENT: The Contractor having submitted a bid agrees to extend identical prices and goods under the same terms and conditions to all participating public agencies within Camden County.

The scope of this request is limited to equipment, programming, installation, basic fleet mapping and 5-year warranty support. All portable radios will include spare battery, desktop charger, and external (lapel) microphone hard wire connection.

Memorandum of Understanding (MOU)

Between

City of Kingsland, Georgia

and

Williams Communication, Inc.

Concerning

Piggybacking on **Contract #824-3920-18**

This Memorandum of Understanding (MOU) is made and entered into this _____ of _____, 2024, by and between the **City of Kingsland, Georgia** ("Entity A"), located at 107 S Lee Street, Kingsland, Georgia 31548, and **Williams Communication, Inc.** ("Vendor"), located at 5046 Tennessee Capital Blvd., Tallahassee, FL 32303, with the acknowledgment and approval of **Camden County Board of Commissioners** ("Entity B"), located at 200 East 4th Street/P. O. Box 99, Woodbine, GA 31569.

1. Purpose:

The purpose of this MOU is to establish the terms and conditions under which Entity A will piggyback on the existing **Contract #824-3920-18** between Entity B and Vendor for Land Mobile Radio (LMR) subscriber unit equipment and associated services according to a Project (P25) Public Safety Radio System, for purchase of new Harris portable and mobile radios, including installation i.e. wiring/antenna, programming, and service support. Installation will include Police Patrol vehicles, Fire Department apparatus, Ambulances, and Admin support vehicles. Purchase will also include identified accessories including chargers, speaker microphones e.g., shoulder lapel worn.

2. Background:

Entity B entered into Contract Number #824-3920-18 with Vendor on **July 8, 2024** for the provision of Public Safety Radios and associated services. The terms and conditions of this contract are attached hereto as Exhibit A. Entity A wishes to utilize the same contract to procure similar Radios, equipment, and associated services from Vendor.

3. Agreement:

3.1. Contract Terms:

Entity A agrees to be bound by the same terms and conditions as outlined in Contract Number #824-3920-18, as attached in Exhibit A, including any amendments thereto, except as modified by this MOU.

3.2. Vendor Obligations:

Vendor agrees to extend the same level of service, quality of goods, and support to Entity A as provided under the original contract with Entity B. Vendor will ensure that all deliverables meet the specifications and requirements outlined in Exhibit A.

3.3. Entity A's Obligations:

Entity A will comply with all applicable laws and regulations related to the procurement and use of the goods/services provided under this MOU. Entity A will ensure timely payment for all goods/services received as per the agreed payment terms.

4. Duration:

This MOU will be effective from the date of signature and will remain in effect until November 30, 2024, unless terminated earlier by any party in accordance with Section 5 below.

5. Termination:

This MOU may be terminated by any party with ninety (90) days' written notice to the other parties. In the event of termination, Entity A will pay for all goods/services received and accepted up to the date of termination.

6. Dispute Resolution:

Any disputes arising under this MOU will be resolved through good faith negotiations between the parties. If a resolution cannot be reached, the parties agree to submit the dispute to mediation before pursuing any other remedy.

7. Miscellaneous:

- Governing Law: This MOU will be governed by and construed in accordance with the laws of the State of Georgia.
- Amendments: This MOU may only be amended in writing and signed by all parties.
- Entire Agreement: This MOU, together with Exhibit A, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and representations.

Signatures:

Lee H. Spell
City Manager
City of Kingsland, Georgia

Date: _____

Attest: _____

Owner or Representative
Williams Communication, Inc.

Date: _____

Attest: _____

Attachment A

BOARD OF COUNTY COMMISSIONERS



CONTRACT: PUBLIC SAFETY RADIOS FOR CAMDEN COUNTY

ITB #B24-3920-18

**Kelsey Kelley, Purchasing Officer
Camden County Board of Commissioners
200 East 4th St. Woodbine, GA 31569**

Attachment: INTERGOVERNMENTAL COOPERATIVE PROCUREMENT _Williams Radio Contract (4517 : Approval Of: MOU Between City of

TABLE OF CONTENTS

CONTRACT TERMS AND CONDITIONS..... 3

DESCRIPTION OF WORK..... 9

AGREEMENT SIGNATURE PAGE 12

EXHIBIT A ITB..... 13

EXHIBIT B WILLIAMS COMMUNICATION BID 34

**CONTRACT FOR SERVICES BY AND BETWEEN
CAMDEN COUNTY BOARD OF COMMISSIONERS
AND
WILLIAMS COMMUNICATION, INC.**

STANDARD FORM OF AGREEMENT

This Agreement made and entered into by and between Camden County, Georgia, party of the first part (hereinafter called the "County") and **Williams Communication, Inc.** party of the second part (hereinafter called the "Contractor"); and

WHEREAS, The Camden County Board of Commissioners at their **June 18, 2024** meeting awarded the bid for the hereinafter referred to as the **Project (Solicitation #B24-3920-18)** and;

WHEREAS, the Contractor and the County for the consideration hereinafter named, agree and acknowledge that:

CONTRACT TERMS AND CONDITIONS

TERM OF AGREEMENT

The Term of this Agreement shall begin on **July 8, 2024** and terminate on **November 30, 2024**.

The Contractor agrees to provide all the staff, facilities, materials, equipment and labor necessary to carry out, in good faith, the complete requirements of the project specified as **Public Safety Radios for Camden County**, in strict conformity with all sections of **Solicitation #B24-3920-18**, hereinafter set forth, whose program services together with the Contractor's bid, the Invitation to bid, Instructions to bidders, General Conditions, Representations, this Agreement, and all addenda hereto annexed, shall form essential parts of this Agreement as if fully contained herein.

The County agrees to pay the Contractor, in current funds, for the performance of this Contract the sum of **One Million Three Hundred Fifty-Five Thousand, Seven Hundred Eighty-Nine Dollars and Ninety-One Cents (\$1,355,789.91)**. Camden County: Five Hundred Eighty-Nine Thousand, Four Hundred Sixty-Five Dollars and ninety-one cents (\$589,465.91) City of Kingsland Seven Hundred Sixty-Six Thousand, Three Hundred Twenty-Four Dollars and ninety-one cents (\$766,324.00)

1. Procedures
The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the County's authorized representative(s). Any change to the contract must be submitted in writing and approved by the Purchasing Officer.
2. Contract Quantities

If applicable, the quantities specified in this contract are estimated only. They do not indicate the actual quantity which may be ordered, since such volume will depend upon requirements which develop during the contract period. Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract, or relieve the Contractor of his obligation to fill all orders placed by the County. NO BID WILL BE CONSIDERED WHICH STIPULATES THAT CAMDEN COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY.

3. Schedule

Bidders shall provide, with their bid, a proposed schedule for the project. Failure to include the schedule may be ample cause for rejection of bid as non-responsive. The actual timing for this project shall be coordinated with the Facilities Management Director.

4. Delays

If a delay is foreseen, the Contractor shall give ample notice to the County. The County has the right to extend completion date if reasons appear, in the sole discretion of the County, to be valid. Contractor must keep the County advised at all times of status of order. Default in promised completion (without accepted reasons) or failure to meet specifications, the County will charge the contract \$250 per day after November 30, 2024 project deadline.

5. License Requirement

All firms doing business in Camden County are required to hold a current valid business license within the municipality where the home office is located.

6. Proposer must be familiar with the geographical proximity of the area for delivery purposes and be able to provide prompt customer service to participating agencies. Contact information for a company customer service representative must be included.

7. Due to the importance of product quality and manufacturer support and certification, Proposals must be able to show they are a licensed distributor for products as appropriate.

8. No separate charges for freight and delivery.

9. Further, if the Proposer is unable to meet the delivery requirement and supply the requested product within the designated time due to factory delay, strike, or any unforeseen circumstances, the Proposer must notify the ordering Agency representative of the delay and the anticipated delivery date. Failure to comply with this requirement will result in a poor performance rating which will be considered in subsequent awards or renewals, and could result in the termination of the contract.

10. Freight terms for all orders requested "delivered" shall be FOB destination Freight Prepaid. All delivery charges, fees, insurance, expenses, and/or overhead shall be included in the price. No taxes shall be included in the price.
11. All participating Agencies are responsible for inspecting all shipments and accepting them. Any damaged shipments shall be replaced solely at the Proposer's expense. This shall include pick-up of damaged product and delivery of replacement product. Replacement product shall be delivered within three (3) business days from receipt of notification of damage.
12. Delivery shall be during normal business hours Monday through Friday, excluding holidays. The Proposer shall be responsible for ensuring that deliveries are made during regular business hours for each participating Agency.
13. A packing slip shall accompany all deliveries. The packing slip must include the Agency's purchase order number. Any delivery that does not identify the appropriate Agency's purchase order number will be rejected. On the packing slip, the Proposer shall obtain a signature from the Agency employee for all items delivered. The Proposer will be required to furnish proof of delivery in case of dispute.
14. INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS: To facilitate prompt payment, invoices must contain the commodity and/or service descriptions as per the Proposal, quantity, and unit pricing. Invoices failing to contain the required line item detail, including contract line number and unit pricing may be returned for correction. Please submit a sample invoice with the response to this ITB.
15. Camden County shall recommend the award of contract(s) to the Proposer who has the highest score based on the scoring criteria, scored by a committee of qualified Agency representatives.
16. All proposed portable subscriber radios shall be equipped with a personal, desktop-style single battery charger and spare battery of the same type and duty cycle rating as the primary battery provided with the radio.
17. All proposed portable subscriber radios shall be equipped standard with a belt clip in addition to any accessories that may be also ordered with the portable radios.
18. All proposed subscriber radios shall be capable of supporting Conventional Fallback/Fail-soft.

19. All proposed subscriber radios shall be flash-upgradeable.
20. All proposed subscriber radios (portables) for Fire Rescue shall be intrinsically safe estimated quantity is: sixty (60).
21. Approved bid pricing per radio with accessories shall be valid for a period of 12 months from bid opening date.
22. Bid price for subscriber radios will include assisting Camden County in current 800 Mhz Fleet Map updating.
23. INTERGOVERNMENTAL COOPERATIVE PROCUREMENT: The Contractor having submitted a bid agrees to extend identical prices and Goods under the same terms and conditions to all public agencies within Camden County.
24. Insurance
 The Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the Contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the contract period. The Contractor shall not perform any work unless he has obtained, and continues to maintain for the duration of such work, such worker's compensation coverage as may be required pursuant to the provisions of Title 34 Chapter 9 of the Official Code of Georgia.
 - A. Liability.
 The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. Such certificates shall be in form and substance reasonably acceptable to the Owner, shall indicate that, except in respect to workers compensation insurance coverage and professional errors and omissions, Owner is an additional insured with respect to such coverage, and shall indicate that such coverage is primary and not contributory with any similar insurance purchased by the Owner. The certificates shall contain a provision that the insurer will endeavor, if allowed by the policy, to provide Owner with thirty (30) calendar days' notice of nonrenewal, cancellation, or termination of the coverage. If the successful bidder receives a nonrenewal, cancellation, or termination notice from an insurance carrier affording coverage required herein, the successful bidder

agrees to notify Owner by fax within two (2) business days with a copy of the nonrenewal, cancellation, or termination notice, or written specifications as to which coverage is no longer in compliance. Failure to comply with any of the provisions relating to insurance coverage herein shall be deemed a material breach if not cured.

B. Indemnity.

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the County, Engineer, Engineer's Consultants and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence.

Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

C. Comprehensive General Liability

The successful Bidder shall exercise proper precaution at all times for the protection of persons and property. He shall carry approved insurance from insurance companies authorized to do business in Georgia and having an A.M. Best's rating of A-5 or better with the following minimums:

*The limits of insurance are as follows:

- a) General liability insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per occurrence) and Two Million (2,000,000) Dollars aggregate;
- b) Automobile insurance of at least Five Hundred Thousand (500,000) Dollars (Combined Single Limit per accident for bodily injury or property damage); and
- c) Workers' Compensation Insurance as will protect potential bidder or offeror from Workers' Compensation Acts

25. Exemption from Taxes

The Contractor shall not charge the County directly for any sales or excise tax. The County is exempt from State Sales Tax. Tax Exemption Certificates indicating the

County's tax exempt status will be furnished by the County on request. The Contractor shall be responsible for any payment of any sales, use, or excise tax. This exemption does not include materials purchased and used by a contractor for a construction project.

26. Method of Payment

Contractors shall provide their federal employer identification number on a standard W-9 form within 15 days after award in order not to delay payment. Contractor shall submit request for payment directly to Camden County Account Payable for payment issuance.

Invoices shall be submitted to:

Camden County Board
of Commissioners
Attn: Tammy Dukes
P O Box 99
Woodbine, GA 31569

Upon inspection and acceptance of the work, the County will render payment, less any retainage if applicable, within thirty (30) days.

27. Termination

Subject to the provisions below, the Contract may be terminated by the County upon ten (10) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

D. Termination for Convenience

The County may terminate this Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

E. Termination for Cause

In the event of Termination for Cause, the ten (10) days advance notice is waived and the Contractor shall not be entitled to termination costs.

28. Severability

In the event that any provision of this contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

29. Applicable Laws

This contract shall be governed in all respects by the laws of the State of Georgia

DESCRIPTION OF WORK

INTRODUCTION / SCOPE

The Camden County Board of Commissioners is releasing this Request for Proposal (RFP) to procure Land Mobile Radio (LMR) subscriber units equipment and associated services according to a Project (P25) Public Safety Radio System and in accordance with the requirements of this Proposal invitation and any resulting contract. Camden County Georgia is requesting bids to replace (upgrade) its current portable and mobile radio communications equipment. The scope of this request is limited to equipment, programming, installation, basic fleet mapping and warranty support. Camden County Georgia operates a county-wide VHF, simulcast over IP radio system, with four sites. Camden County is upgrading the current radio system to 800 MHz, P25, Phase Two system and will operate on five sites. The Camden County Radio System is managed by the Camden County Emergency Management Agency. The goal of this RFP is to ensure purchased radio equipment is interoperable, sustainable, both with the VHF and 800 MHz systems, while providing interoperability with the cities of St Marys, and Kingsland, and neighboring communities,

The City of Kingsland will have their own billing.

This RFP calls for purchase of new Harris portable and mobile radios, including installation i.e. wiring/antenna, programming, and service support. Installation will include Police Patrol vehicles, Fire Department apparatus, Ambulances, and Admin support vehicles. Purchase will also include identified accessories including chargers, speaker microphones e.g., shoulder / lapel worn.

The list below identifies selected manufacturer, model, type (specifications), and estimated quantities:

Camden County Board of Commissioners
Project: Radios for Camden County

Camden County	City of Kingsland			
Quantity	Quantity	Type of Radio	Price Per Unit	Total
56	65	XL-200 Portable Dual Band 7/800VHF	\$ 6,802.31	\$ 823,07
5	0	XL-200 Mobile, Tri Band VHF, UHF, 7/800	\$ 9,047.71	\$ 45,23
40	65	XG-25 Mobile Single Band 7/800	\$ 3,498.91	\$ 367,38
5	8	Mobile, XL-200M Dual Band 7/800	\$ 9,058.71	\$ 117,76
Other Charges		Portable Radio Equipment, and Services		\$ 67,32
Credit				\$ 64,99
Total				\$ 1,355,78
Camden County				\$ 589,46
City of Kingsland				\$ 766,32
Warranty		5 Year Warranty		

Note: Camden County and the City of Kingsland reserves the right to purchase more than the specified quantities shown, as determined necessary to fulfill public safety needs. All portable radios will include spare battery, desktop charger, and external (lapel) microphone hard wire connection.

Support Requirements: Each radio will need to be compatible with the County's new Tait P25 Phase 2 trunked 800 Mhz radio system and have the ability to be encrypted with multiple keys for mutual aid support in surrounding counties. These Harris radios must have the ability to use Wi-Fi and LTE for communications and programming. Successful bidder will provide programming device, software, cables and appropriate licensing.

AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in two (2) counterparts. Two counterparts each have been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by Owner and Contractor.

This Agreement will be effective on July 8th 2024 (which is the Effective Date of the Agreement).

OWNER:

Camden County Board of Commissioners

BY: Ben Casey

Ben Casey, Chairman

BY: Kate Bishop

ATTEST

CONTRACTOR:

Williams Communications, Inc.

BY: William Koehler

Owner or Owner Representative

BY: ES

ATTEST

Address for giving notices:

Camden County Board of Commissioners

Attn: Purchasing

200 East 4th Street/ P. O. Box 99

Woodbine, GA 31569

Address for giving notices:

Williams Communications, Inc.

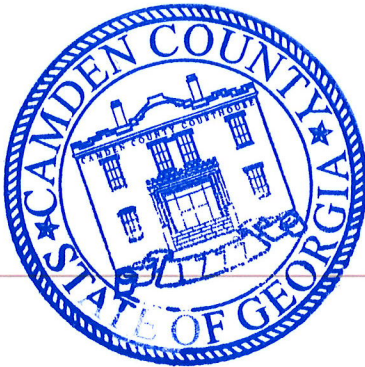
Attn: Bryan Kocher

5046 Tennessee Capital Blvd.

Tallahassee, FL 32303

License No. _____

CORPORATE SEAL



CORPORATE SEAL



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4522)

Meeting: 08/12/24 06:00 PM
Department: City Manager
Category: Easement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4522

7.4

Approval Of: Sanatary Sewer Easement Agreement

Sanitary Sewer Easement Agreement between the City of Kingsland and Camden County Joint Development Authority for easements located in the Camden County Industrial Park.
Staff recommends approval.

After recording return to:

STATE OF _____

COUNTY OF _____

SANITARY SEWER EASEMENT AGREEMENT

This Sanitary Sewer Easement Agreement (this “**Agreement**”) made as of _____, 2024 (the “**Effective Date**”), by and between CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY, a joint development authority organized and existing under the Constitution and laws of the State of Georgia and the Development Authorities Law (“**Grantor**”), and the CITY OF KINGSLAND, a municipal corporation of the State of Georgia (“**Grantee**”) (Grantor and Grantee, each, a “**Party**” and collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, Grantor is the owner of a tract of land located in Camden County, Georgia, being more particularly described in Exhibit “A” (“**Grantor’s Property**”); and

WHEREAS, previously Grantee has constructed, maintained, and operated sanitary sewer improvements (“**Sanitary Sewer Improvements**”) on Grantor’s Property; and

WHEREAS, Grantor desires to grant to Grantee certain easements related to the Sanitary Sewer Improvements over portions of the Grantor’s Property, and Grantee desires to receive the easements, as stated in this Agreement.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the promises stated in this Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby covenant and agree as follows:

1. Access and Sanitary Sewer Easement. Grantor hereby grants to Grantee, its successors and assigns, a perpetual, non-exclusive easement (i) for pedestrian and vehicular access to

and from the “Sanitary Sewer Easement Area” described on Exhibit “B” (the “**Sanitary Sewer Easement Area**”) and Industrial Park Drive, and (ii) for maintenance, repair, and replacement of the Sanitary Sewer Improvements within the Sanitary Sewer Easement Area serving Grantor’s Property and the City of Kingsland (collectively, the “**Easement**”).

2. Maintenance. Upon Grantor’s request, or when deemed necessary in the reasonable discretion of Grantee, Grantee shall maintain, repair, and replace the Sanitary Sewer Improvements within the Sanitary Sewer Easement Area, provided, however, that: (i) except in the case of emergency repairs, prior to the commencement of any maintenance, repair, or replacement of the Sanitary Sewer Improvements within the Sanitary Sewer Easement Area, Grantee shall provide Grantor with reasonable notice of the intended maintenance, repair, or replacement work; (ii) Grantee shall perform all maintenance, repair, or replacement work, or cause such work to be performed, in a manner that does not unreasonably interfere with Grantor’s use and enjoyment of Grantor’s Property; (iii) Grantee shall pay for all work related to the maintenance, repair, or replacement of the Sanitary Sewer Improvements when due and keep Grantor’s Property free and clear of any liens or encumbrances related to the same; (iv) Grantee shall cause all contractors performing work within the Sanitary Sewer Easement Area to be reasonably insured; (v) once commenced, Grantee shall diligently pursue the completion of the maintenance, repair, or replacement in a timely and safe manner, in accordance with applicable law; and (vi) Grantee shall return Grantor’s Property to substantially the same condition as existed prior to the maintenance, repair, or replacement, as soon as reasonably possible after the maintenance, repair, and replacement of the Sanitary Sewer Improvements are completed. Notwithstanding the foregoing, Grantee’s obligation to repair the Sanitary Sewer Improvements shall not extend to damage caused by the acts or omissions of Grantor (or Grantor’s successors in title). In such instances, Grantor shall be responsible for any necessary repairs.

3. Use, Access Restrictions, Rules, and Regulations. Exclusive use of the Sanitary Sewer Easement Area is not granted to Grantee under this Agreement. Grantor reserves the right to use the Sanitary Sewer Easement Area for any purpose which is not inconsistent with the Easement granted in this Agreement. All aerial and subsurface rights in the Sanitary Sewer Easement Area as may inhere to Grantor or its predecessors in title remain intact, and as to those rights, this Agreement is subordinate. Grantor may gate or restrict access to the Sanitary Sewer Easement Area, or promulgate rules and regulations related to the use of the Sanitary Sewer Easement Area, provided the gate, access restrictions, and rules and regulations do not unreasonably interfere with Grantee’s rights stated in this Agreement, including Grantee’s right to make emergency repairs to the Sanitary Sewer Improvements within the Sanitary Sewer Easement Area.

4. Relocation. Grantor, at its sole expense, will have the right to relocate Sanitary Sewer Improvements or Sanitary Sewer Easement Area from time to time, provided that Grantor’s relocation of the Sanitary Sewer Improvements or Sanitary Sewer Easement Area must be approved by Grantee prior to any relocation of the Sanitary Sewer Improvements or Sanitary Sewer Easement Area, such approval Grantee will not unreasonably withhold, condition, or delay.

5. Grants to Third Parties. Grantor may, without the prior consent of Grantee, grant to any person, corporation, partnership, trust, or other legal entity (“Person”) any easement, license or

other right for the use of the Sanitary Sewer Easement Area, at any time and from time to time, subject to the terms of this Agreement, and provided that any such grant shall be concurrent with, and shall not unreasonably interfere with or impede the exercise of Grantee's Easement under this Agreement.

6. Disclaimers and Assumption of Risk. The Easement is granted in the "as is where is" condition of the Sanitary Sewer Easement Area and Grantor's Parcel, which may contain dangerous conditions. Except as expressly stated in this Agreement, neither Grantor nor its agents have made any guaranties, warranties, or representations of any kind or character, oral or written, past or present, express or implied, with respect to the Sanitary Sewer Easement Area or Grantor's Parcel. Use of any portion of the Sanitary Sewer Easement Area or Grantor's Parcel by Grantee or its successors or assigns or any person accessing the Sanitary Sewer Easement Area or Grantor's Parcel under this Agreement is at such person's own risk. Grantor does not assume any duty to or for the benefit of Grantee or any party acting on behalf of Grantee for defects in the location, design, installation, maintenance, or repair of any improvements within the Sanitary Sewer Easement Area or Grantor's Parcel, for any unsafe conditions within the Sanitary Sewer Easement Area or Grantor's Parcel, or for any failure to inspect or warn against possibly unsafe conditions, or to close or limit access to the Sanitary Sewer Easement Area or Grantor's Parcel when unsafe conditions may be present. Grantee, and its successors and assigns, assumes all risk associated with the condition of the Sanitary Sewer Easement Area or Grantor's Parcel and its activities and the activities of its agents on the Sanitary Sewer Easement Area or Grantor's Parcel.

7. Miscellaneous.

A. Run with Title; Binding Agreement. The Easement runs with the title and burdens the Sanitary Sewer Easement Area and are binding upon and inure to the benefit of Grantor and Grantee and the successors-in-title to the burdened and benefited properties. The provisions of this Agreement will apply to, inure to the benefit of and bind the Parties and their respective successors and assigns, including, without limitation, any mortgagee or grantee under security deed acquiring an interest in any portion of the property that is the subject of this Agreement by reason of foreclosure, deed or assignment in lieu of foreclosure or purchase at foreclosure sale.

B. Enforcement. Either Party may enforce this Agreement by an action or proceeding at law or in equity against any person violating or attempting to violate or circumvent the requirements of this Agreement, to restrain violations, to enjoin violations, and to recover damages for violations. These remedies are distinct and cumulative remedies, and the exercise of any of them will not preclude the right to exercise any or all other rights and remedies which may be available at law or in equity.

C. Governing Law; Severability. This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Georgia. If any provision of this Agreement, or the application of a provision to any person, is held to be invalid by a court of competent jurisdiction, the remainder of this Agreement, and the application of the provision to any person or circumstance, other than the person or circumstance to which it is held invalid, will not be affected.

D. Entire Agreement; Amendment; Interpretation. This Agreement contains the entire agreement of the Parties with respect to its subject matter, and no representations, inducements, promises or agreements, oral or otherwise, not expressly stated in this Agreement have any force or effect. This Agreement may not be amended without the prior written consent of the Parties. Both Parties have participated, or had the opportunity to participate, equally in the drafting of this Agreement. No provision of this Agreement will be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have structured or dictated it.

E. Custom or Practice; No Waiver. No failure of either Party to exercise any power or right granted by this Agreement, or to insist upon strict compliance with any obligation specified in this Agreement, and no custom or practice at variance with the terms of this Agreement, will constitute a waiver of such right or power or a waiver of the right of any such Party to demand exact compliance with its terms. No waiver of any right or obligation arising under this Agreement will be binding on either Party unless it is in writing and signed by the Party against whom enforcement is sought.

F. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

G. Easement Only; No Public Dedication For General Use; Matters of Record; Exhibits. This Agreement grants the Easement stated in this Agreement and does not convey fee simple title to nor any other interest in any part of Grantor's Property, or any other property. The Easement granted to Grantee under this Agreement are for the specific uses stated in this Agreement and the grant of the Easement does not constitute a dedication of Sanitary Sewer Easement Area or any part of Grantor's Property for the benefit of the general public and does not grant any easement to the general public or provide an enforcement right to any member of the general public. Exhibits "A" and Exhibit "B" are incorporated and made a part of this Agreement by reference.

[Signature Pages Follow]

This Agreement is signed by the Grantor, under seal, as of the Effective Date.

CAMDEN COUNTY JOINT
DEVELOPMENT AUTHORITY, a joint
development authority organized and existing
under the Constitution and laws of the State
of Georgia and the Development Authorities
Law

By: _____

Name: _____

Title: _____

Address:

Email: _____

(Seal)

Signed, sealed and delivered on
the ____ day of _____, 2024
in the presence of:

Witness

Notary Public

(Affix Notarial Seal)

Attachment: Sanitary Sewer Easement Agreement (4522 : Approval Of: Sanitary Sewer Easement Agreement)

This Agreement is signed by the Grantee, under seal, as of the Effective Date.

CITY OF KINGSLAND, a municipal corporation of the State of Georgia

By: _____

Name: _____

Title: _____

Address: _____

Email: _____

(Seal)

Signed, sealed and delivered on
the ____ day of _____, 2024
in the presence of:

Witness

Notary Public

(Affix Notarial Seal)

Attachment: Sanitary Sewer Easement Agreement (4522 : Approval Of: Sanitary Sewer Easement Agreement)

Exhibit "A"

Grantor's Property

LEGAL DESCRIPTION EASEMENT 1:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING A PORTION OF THE CAMDEN COUNTY INDUSTRIAL PARK, CITY OF KINGSLAND, 31st G.M.D., CAMDEN COUNTY GEORGIA (BEING A PORTION OF THOSE LANDS DESCRIBED IN DEED RECORDED IN DEED BOOK 610, PAGE 129, PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT A POINT WHERE THE SOUTHERLY RIGHT-OF-WAY LINE OF INDUSTRIAL PARK DRIVE (A.K.A. INDUSTRIAL DRIVE) INTERSECTS THE CURVED WESTERLY RIGHT-OF-WAY LINE OF OLD STILL ROAD AND RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID WESTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE EAST, HAVING A RADIUS 2914.79 FEET, A CHORD DISTANCE OF 20.00 FEET TO A POINT, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 19°-53'-02" WEST; RUN THENCE NORTH 69°-07'-12" WEST, A DISTANCE OF 502.88 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1070.00 FEET, A CHORD DISTANCE OF 332.43 FEET TO THE POINT OF TANGENCY, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 60°-11'-00" WEST; RUN THENCE NORTH 51°-14'-49" WEST, A DISTANCE OF 106.20 FEET TO A POINT LYING IN THE SOUTHEASTERLY LINE OF LANDS NOW OR FORMERLY OF DARLING INTERNATIONAL, INC. (ACCORDING TO DEED RECORDED IN DEED BOOK 2122, PAGE 918, PUBLIC RECORDS OF SAID COUNTY); RUN THENCE NORTH 50°-04'-32" EAST ALONG LAST MENTIONED SOUTHEASTERLY LINE, A DISTANCE OF 20.40 FEET TO A POINT LYING IN SOUTHWESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED INDUSTRIAL PARK DRIVE; RUN THENCE SOUTH 51°-14'-49" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.20 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1050.00 FEET, A CHORD DISTANCE OF 326.22 FEET TO THE POINT OF TANGENCY, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 60°-11'-00" EAST; RUN THENCE SOUTH 69°-07'-12" EAST CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED INDUSTRIAL PARK DRIVE, A DISTANCE OF 502.53 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.43 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD THAT MAY LIE WITHIN.

LEGAL DESCRIPTION EASEMENT 2:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING A PORTION OF THE CAMDEN COUNTY INDUSTRIAL PARK, CITY OF KINGSLAND, 31st G.M.D., CAMDEN COUNTY GEORGIA (BEING A PORTION OF THOSE LANDS DESCRIBED IN DEED RECORDED IN DEED BOOK 610, PAGE 129, PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A POINT WHERE THE SOUTHERLY RIGHT-OF-WAY LINE OF INDUSTRIAL PARK DRIVE (A.K.A. INDUSTRIAL DRIVE) INTERSECTS THE CURVED WESTERLY RIGHT-OF-WAY LINE OF OLD

Attachment: Sanitary Sewer Easement Agreement (4522 : Approval Of: Sanitary Sewer Easement Agreement)

STILL ROAD AND RUN THENCE NORTH 69°-07'-12" WEST ALONG THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF INDUSTRIAL PARK DRIVE, A DISTANCE OF 502.53 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE IN THE SOUTHWESTERLY RIGHT-OF-WAY OF AFOREMENTIONED INDUSTRIAL PARK DRIVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1050.00 FEET, A CHORD DISTANCE OF 155.14 FEET TO THE POINT OF BEGINNING, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 64°-53'-00" WEST.

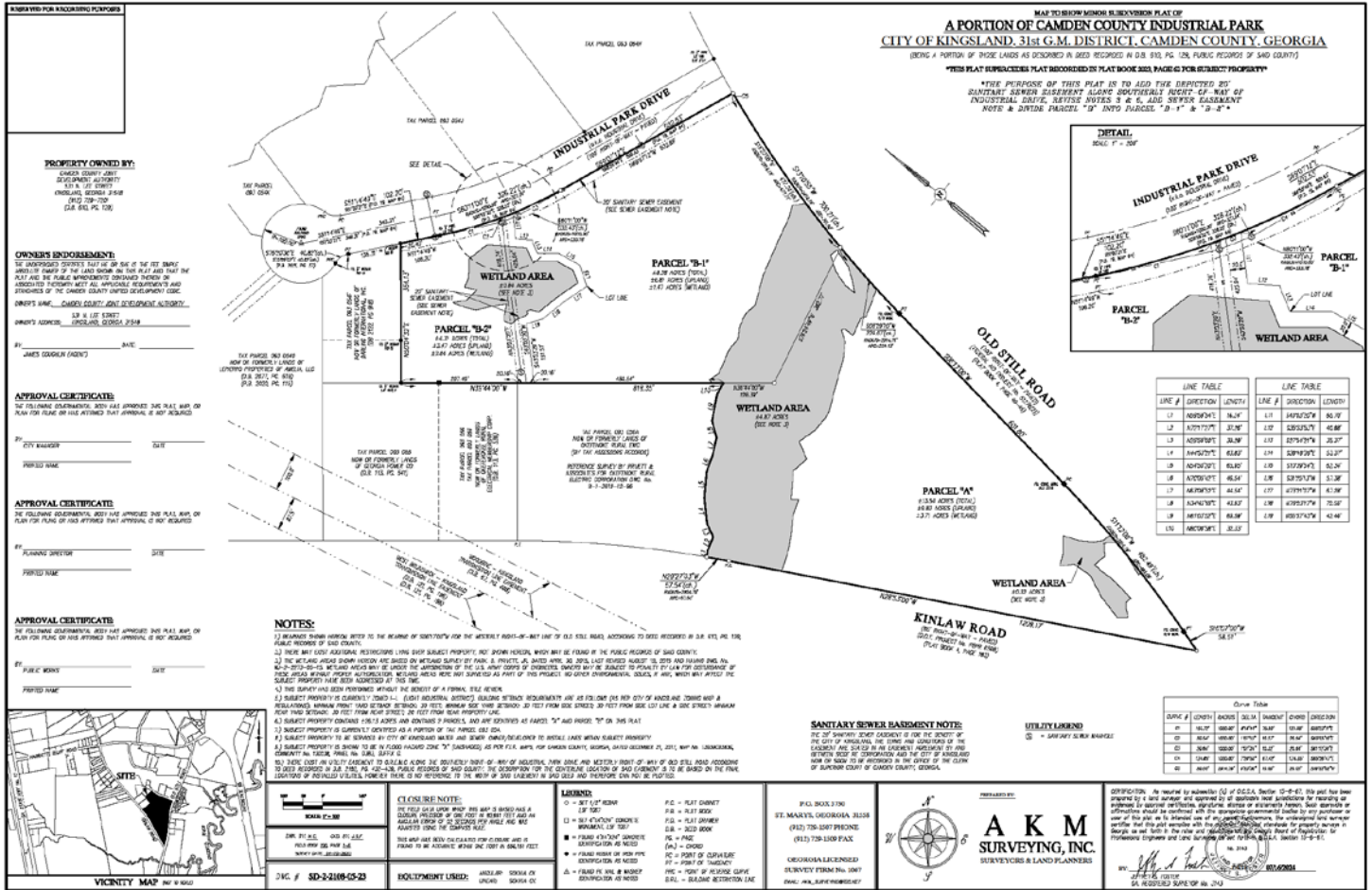
FROM THE POINT OF BEGINNING THUS DESCRIBED RUN THENCE SOUTH 43°-03'-20" WEST, A DISTANCE OF 425.94 FEET TO A POINT LYING ON THE SOUTHWESTERLY LINE OF LANDS NOW OR FORMERLY OF CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY (ACCORDING TO DEED RECORDED IN D.B. 610, PG. 129, PUBLIC RECORDS OF SAID COUNTY); RUN THENCE NORTH 39°-44'-00" WEST ALONG LAST MENTIONED SOUTHWESTERLY LINE, A DISTANCE OF 20.16 FEET TO A POINT; RUN THENCE NORTH 43°-03'-20" EAST, A DISTANCE OF 418.74 FEET TO A POINT LYING IN THE CURVED SOUTHWESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED INDUSTRIAL PARK DRIVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE THE NORTHEAST, HAVING A RADIUS OF 1050.00 FEET, A CHORD DISTANCE OF 20.54 FEET TO THE POINT OF BEGINNING, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 60°-05'-10" EAST.

THE LAND THUS DESCRIBED CONTAINS 0.19 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD THAT MAY LIE WITHIN.

EASEMENTS OF RECORD THAT MAY LIE WITHIN.RECORD THAT MAY LIE WITHIN.

Exhibit "B"

Sanitary Sewer Easement Area





City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4523)

Meeting: 08/12/24 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4523

7.5

Bid Award: Purchase of Valve Exercise Machine

Funding is in the water/sewer operations fund.

Staff recommends low bid, Carters Equipment, for \$71,855.

Bid Tabulation
Purchase Valve Exercise Machine
RFP #COK 24-033
Thursday, August 8, 2024 @ 2:00 PM

Vendor	Total Cost	ETA
Carters Equipment	\$71,855.00	120 Days
E.H. Wachs	\$87,655.25	60 Days

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

*** This Vendors Bid Proposal did not meet required specifications that were included in the request for proposal.**



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 08/12/24 06:00 PM
Department: City Clerk
Category: Appointment
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 4511)

DOC ID: 4511

Appointment to: Kingsland Development Authority Board

Seat 1 - Term Expiration 12/31/2025 -
Seat 2 - Term Expiration 12/31/2026 -
Seat 3 - Term Expiration 12/31/2027 -