



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • SEPTEMBER 9, 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: FY 2024-2025 Proposed Budget -

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. PRESENTATION

1. National Flood Insurance Program Community Rating System -

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

IX. PLANNING AND ZONING

1. Approval of Adoption of Ordinance 2024-07 to Amend Ordinance 2011-01 -

Ordinance 2024-07 to Amend Ordinance 2011-01, Article VI, Sec. 61, by adding Sec.68.8 C-8 Interchange Transitional Zoning District to KLADO.

The amendment will add a new zoning district (C-8) that will allow for a mixed use of commercial, retail, industrial and residential uses in the same zoning district. The new zoning is needed to allow for proposed projects on Haddock Rd. Exit 1 and for other future projects where the C-8 zoning may be needed. *Planning Commission recommends approval.*

2. Approval of: Re-Zoning - Parcel 107 005R - 898 The Lakes Boulevard East -

Richard Crisco has applied for a re-zoning of parcel 107 005R containing approximately 1.28 acres located at 898 The Lakes Boulevard East. The applicant is requesting the parcel be re-zoned to C-2 (General Commercial) for the purpose of a proposed restaurant. Current zoning is PD/R-1. *Planning Commission recommends approval.*

3. Approval of Home Occupation - 102 Aloe Court - Map & Parcel 107M 003 -

Charles Cardell has applied for a home occupation permit for a Honeybee Product sales business known as "C & R Bushcrafts, Inc.". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is PD/R-1. *Planning Commission recommends approval.*

4. Approval of Re-Zoning - 531 North Lee Street - Map & Parcel K11 01 010 -

The City of Kingsland has requested that Parcel K11 01 010 be re-zoned to C-2 (General Commercial). The parcel is located at 531 North Lee Street containing approximately 5.3 acres. *Planning Commission recommends approval.*

X. NEW BUSINESS

1. Ratification of Bid Award: Purchase of Amphibious Excavator -

Purchase approval for (one) 1 Wilson Bobcat E55 amphibious excavator.

Staff recommends Wilson Equipment for \$232,500.

Council was polled on August 22, 2024 with a unanimous vote in favor of purchase.

2. Ratification of: Additional Work Authorization for the Meadows Drainage (3 Culvert Crossing) -

Approval of Roberts Civil Engineering Additional Work Authorization for The Meadows (3 Culvert Crossings) Drainage. Scope of services includes site surveys, engineering, contractor solicitation, construction oversight and project management.

Staff recommends approval.

Council was polled on August 22, 2024 with a unanimous vote in favor of agreement.

3. Approval of: Topography Survey of The Lawn -

Approval of Roberts Civil Engineering Proposal for engineering services associated with the topographic survey for three driveway locations off Royal Parkway and the proposed development on parcel 094 035 "The Lawn." The main entrance, secondary entrance, and service entrance shown on Master Plan B will be designed for this project.

Staff recommends approval.

4. Approval of: Renewal of Evoqua Oder and Corrosion Bioxide Feed System Contract -

An agreement between the City and Evoqua Water Technologies to provide a Bioxide® Chemical Feed and Storage System for pump stations 15 and 18. Evoqua will service and maintain the odor and corrosion control system. The rates are the same as the prior year agreement. This is funded in-full under a separate agreement with PlugPower.

Staff recommends approval.

5. Approval of: UCP (Unified Communication Platform) Public Safety App Contract -

Purchase approval of Stackbench Unified Communications Platform Public Safety Application to connect with police, allow citizens to provide anonymous tips and streamline internal communication. This is for a one (1) year period at a cost of \$4,500 and will be funded by the Seized Assets Fund.

6. Bid Award: Copier Maintenance Contract -

Staff recommends low bid, Canon Solutions of America, Inc., for an annual contract at \$7,698.46. This includes maintenance on 11 copiers in various departments. Maintenance includes toner replacement. Four copiers will need to be upgraded. These will go through a separate bid process and will be included in FY2024-25 budget.

7. Update: FY 2024-2025 Proposed Budget -

8. Request for Connection to City Sewer -

Patrick Conklin, 583 S. Cedar Street Kingsland, is requesting an unincorporated connection to the city sewer system due to septic system failure. The property is connected to city water and the city sewer main is available at the property. Neighboring unincorporated properties were connected to city sewer prior to 2000.

9. Approval Of: Roberts Civil Engineering Proposal for Hourly Consulting Services -

Approval of Roberts Civil Engineering proposal for hourly consulting services. This agreement will be used initially for the Henrietta Street drainage basin assessment and will be on file for use as needed for future projects.

Staff recommends approval.

10. Proclamation for Constitution Week 2024 -

XI. MAYOR AND COUNCIL ANNOUNCEMENT

XII. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4547)

Meeting: 09/09/24 06:00 PM

Department: Finance

Category: Public Hearing

Prepared By: Filiz Morrow

Initiator: Filiz Morrow

Sponsors:

DOC ID: 4547

1.1

Public Hearing: FY 2024-2025 Proposed Budget



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 09/09/24 06:00 PM
Department: City Clerk
Category: Recognition
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4544

AGENDA ITEM (ID # 4544)

National Flood Insurance Program Community Rating System



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4476)

Meeting: 09/09/24 06:00 PM
Department: Planning and Zoning
Category: Amendment
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:
DOC ID: 4476

9.1

Approval of Adoption of Ordinance 2024-07 to Amend Ordinance 2011-01

Ordinance 2024-07 to Amend Ordinance 2011-01, Article VI, Sec. 61, by adding Sec.68.8 C-8 Interchange Transitional Zoning District to KLADO.

The amendment will add a new zoning district (C-8) that will allow for a mixed use of commercial, retail, industrial and residential uses in the same zoning district. The new zoning is needed to allow for proposed projects on Haddock Rd. Exit 1 and for other future projects where the C-8 zoning may be needed. *Planning Commission recommends approval.*



CITY OF KINGSLAND, GA
ORDINANCE #2024-07

AN ORDINANCE TO AMEND ORDINANCE 2011-01, ARTICLE VI, SEC. 61 of KLADO by adding SEC. 61.8 C-8 Interchange Transitional

61.8.1. Intent of the District. The purpose of the C-8 Interchange Transitional District is to provide for industrial, commercial, and residential uses to serve the needs of local residents and interstate travelers to include all city parcels and any future annexed parcels one mile to the east and west of I-95, exits 1 through 7. Development should be planned in large units, and not haphazardly, with transitional areas between uses within the district and uses within adjacent districts as described in this section.

61.8.2. Within the C-8 district, the following uses are permitted:

- 1) All permitted uses within I-L Wholesale and Light Industrial District, but not to include the following:
 - a) Adult bookstores, explicit media outlets, adult movie houses, adult entertainment.
 - b) Development of natural resources including the removal of minerals and natural materials together with necessary building, machinery and appurtenances related thereto. (excluding burrow pits used for on-site development)
 - c) Frozen dessert and milk processing plants.
 - d) Any type of Bottling works.
 - e) Any other establishments for the manufacture, repair, assembly, or processing materials which are objectionable by reason of smoke, dust, odors, bright lights, noise or vibrations. (To be determined by the Planning Department staff)
- 2) All permitted uses within R-1 Single Family Residence District, but not to include the following:
 - a) Horses, ponies, and fowl.
 - b) Agriculture, forestry, livestock and poultry production, no structure containing poultry or livestock and no storage of manure or odor or dust producing substance or use.
 - c) Bed and Breakfast Inns, (only allowed in commercial and light industrial areas).
- 3) All permitted uses within R-3 Medium and High-Residential District, but not to include the following:
 - a) Family personal care homes and Group care homes.

4) Without limiting the foregoing:

- i. Shopping Centers;
- ii. Commercial establishments, including retail, wholesale, and service businesses, including convenience stores and Laundromats and Laundry and Dry Cleaning, gyms and fitness studios; and plant nurseries;
- iii. Hotels, Motels, and Bed and Breakfast Inns;
- iv. Restaurants and other food service establishments, including drive-thru facilities, and food trucks;
- v. Truck stops, travel plazas, and related facilities (including with co-located restaurants and other food service establishments including drive-thru facilities, food trucks and service centers);
- vi. Automobile Service Stations and Garages, (including with co-located restaurants and other food service establishments.; in which all work must be conducted within an enclosed building with no outside storage of vehicles or equipment.
- vii. Warehouses and distribution facilities;
- viii. Carwashes and truck washes;
- ix. Campgrounds, travel trailer parks, and recreational vehicle parks;
- x. Offices, including professional offices;
- xi. Kindergartens, Day Care Centers;
- xii. Destination monuments, including flags, and destination signage;
- xiii. Welcome centers and rest areas;
- xiv. Special events facilities, including amphitheaters;
- xv. Senior care facilities, including assisted living centers, adult daycare facilities, long-term care facilities, nursing homes, hospice care;
- xvi. Lounges and bars associated with full service sit down restaurants; Micro Breweries
- xvii. Animal care facilities, dog parks, and veterinary hospitals and offices;
- xviii. Government and institutional facilities; (not to include correctional facilities)
- xix. Commercial parking areas; Parking Decks
- xx. Hospital and other medical uses, including emergency care facilities, pharmacies and clinics;

- xxi. Data centers;
- xxii. Condominiums, timeshares and short term rentals;
- xxiii. Utility facilities, including water tanks and solar panels on roof tops or solar tint on buildings (no Solar Farms), Satellite Dish Antennas (size and location will be determined by the Planning Department Staff)

61.8.3. Other Requirements within the C-8 district.

- 1) Any areas of development, within the zoning district, abutting established residential areas must be of like kind, or wetlands, or greenspace to include the entire distance of the established abutting property lines.
- 2) Any Industrial or Commercial businesses must have separate roads leading into the facility and may not be accessed through residential areas.
- 3) Any developments will follow the established building requirements in [Sec. 70](#) of the Kingsland Land and Development Ordinance, unless other specified building requirements are approved within an applicant's PD (Planned Development).
- 4) Any applicant that submits a rezoning application for land to be rezoned to C-8 or any applicant proposing a development within the C-8 zoning district is required to submit a conceptual site plan or Land Use Plan and PD (Planned Development) that will be reviewed by the Planning Department and submitted to the Planning Commission for a recommendation to the City Council for approval or non-approval.

Adopted this ____ day of September, 2024

Dr. C. Grayson Day, Jr., Mayor

ATTEST:

Jean Seigler-Horne, City Clerk



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 09/09/24 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 4519)

DOC ID: 4519

Approval of: Re-Zoning - Parcel 107 005R - 898 The Lakes Boulevard East

Richard Crisco has applied for a re-zoning of parcel 107 005R containing approximately 1.28 acres located at 898 The Lakes Boulevard East. The applicant is requesting the parcel be re-zoned to C-2 (General Commercial) for the purpose of a proposed restaurant. Current zoning is PD/R-1. *Planning Commission recommends approval.*



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

Planning and Community Development

Staff Report

Planning Commission Meeting Date: August 5, 2024

City Council Meeting Date: August 12, 2024

Agenda Item: Rezoning

Background:

The area of the parcel is located at the intersection of Gross Rd. and The Lakes Blvd. The surrounding parcels are mostly residential, however there are several commercial parcels along Gross Rd. The applicant is proposing to build a small restaurant to be able to serve the surrounding neighborhood residents and travelers along Gross Rd. The applicant feels there is a need for this type of business in this area of the city. The parcel was previously used for a batting cage business but was never rezoned for a commercial use.

Summary:

Richard Crisco has applied for a rezoning of parcel 107 005R containing approx. 1.28 acres located at 898 The lakes Blvd. East. The applicant is requesting the parcel be rezoned to C-2 (General Commercial) for the purpose of a proposed restaurant.

Current Zoning: PD/R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends Approval

Scott L. Kimball
 Planning Director

Attachment: Aug 2024-Re-Zone-Parcel 107 005R-898 The Lakes Blvd., E. (4519 : Approval of: Re-Zoning - Parcel 107 005R - 898 The Lakes

August Asota

240081

CITY OF KINGSLAND ZONING APPLICATION

Please attach to this application a plot plan/survey showing the location and dimensions of the property to be rezoned. Also attach a list of surrounding land owners (names and addresses). Please further attach the appropriate fee for this request (fee schedule attached). If paid by check make payable to "City of Kingsland".

REQUEST

EXISTING ZONING PD/R-1EXISTING USE VACANT/OLD Batting CageREQUESTED ZONING C-2REQUESTED USE Small Restaurant

PROPERTY OWNER(S)

Name(s) Richard S. CriscoAddress 898 East Lakes Blvd.Phone No. (912) 409-5007 (Work and/or home); Fax No. (912) 576-9622

☒ Individual ☐ Partnership ☒ Sole Proprietor ☐ Firm ☐ Corporation
☐ Association

Corporation: Submit list of officers, directors and major stockholders with name, address and title.

Partnership: Submit list of all partners with name, address and title.

GENERAL INFORMATION

Location or Legal

Property Description: 898 East Lakes Blvd
Kingsland Ga. 31548

Property

Address: 898 East Lakes Blvd Kingsland Ga. 31548Tax Map Reference Number 107005R Zoning Map PD/R-1

City of Kingsland Zoning Application
Page Two

Property Size 1.20 Acres Property Frontage Lakes Blvd + 222 Ft. →
gross Rd ← 357 Ft → Feet

Check One: ☒ Paved Road or ☐ Unpaved
☒ Public Water or ☐ Individual Well
☒ Public Sewer or ☐ Individual Septic Tank

REASON FOR REQUEST

Would be in harmony with the character of the neighborhood because _____

We are opening a family operated and owned Business. Extremely Kid
Friendly with lot's of Kids Nights and Events to take your child to.

ONE of Would not be detrimental to property or persons in the area because It is Across the Street
From the largest Park in Kingsland. No Restaurants on gross Rd.
We will be keeping families from being Dehydrated and Hungry During
Events at Howard Peoples Park.

Other

Comments: I Have Been in Camden County for 32 years. I Have been w/
Bennett Chevrolet For 23 of those years. I am Looking Forward to
giving Camden County and the city of Kingsland a nice family oriented
Place to spend time together as a family.

DISCLOSURE

Identify all members of the City Council of the City of Kingsland, City of Kingsland Planning Commission and Employees of the City of Kingsland Community Development who

- (1) Have a property interest in the real property affected by this request

N/A

- (2) Have a financial interest (direct ownership interest of the total assets or capital stock of a business entity where such ownership interest is more than 10% in any business entity which has a property interest in the real property affected by this request

N/A

City of Kingsland Zoning Application
Page Three

(3) Have a member of the family (spouse, mother, father, brother, sister, son or daughter) having a property financial interest as herein defined, in the real property affected by this request

N/A

CAMPAIGN CONTRIBUTION

List below the names of local government officials of the City of Kingsland to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total \$250.00 or more or to whom gifts were made having a total value of \$250.00 or more.

Elected Officials Name	Amount of Description of Gift
------------------------	-------------------------------

N/A

SIGNATURE(S) OF OWNER(S)

I/We, the owner(s), submit this application and certify that the information is correct and true to the best of my knowledge.

Owner 

Owner

Owner

HEARING DATE

This application is scheduled to be heard by the City of Kingsland Planning Commission

City of Kingsland Zoning Application
Page Four

at their meeting of August 5, 2024, at 6:00 P.M. in the Council
Chambers of Kingsland City Hall, 107 S. Lee St., Kingsland, Georgia.

Owner or agent must be present in order for the request to be heard.

RECEIPT

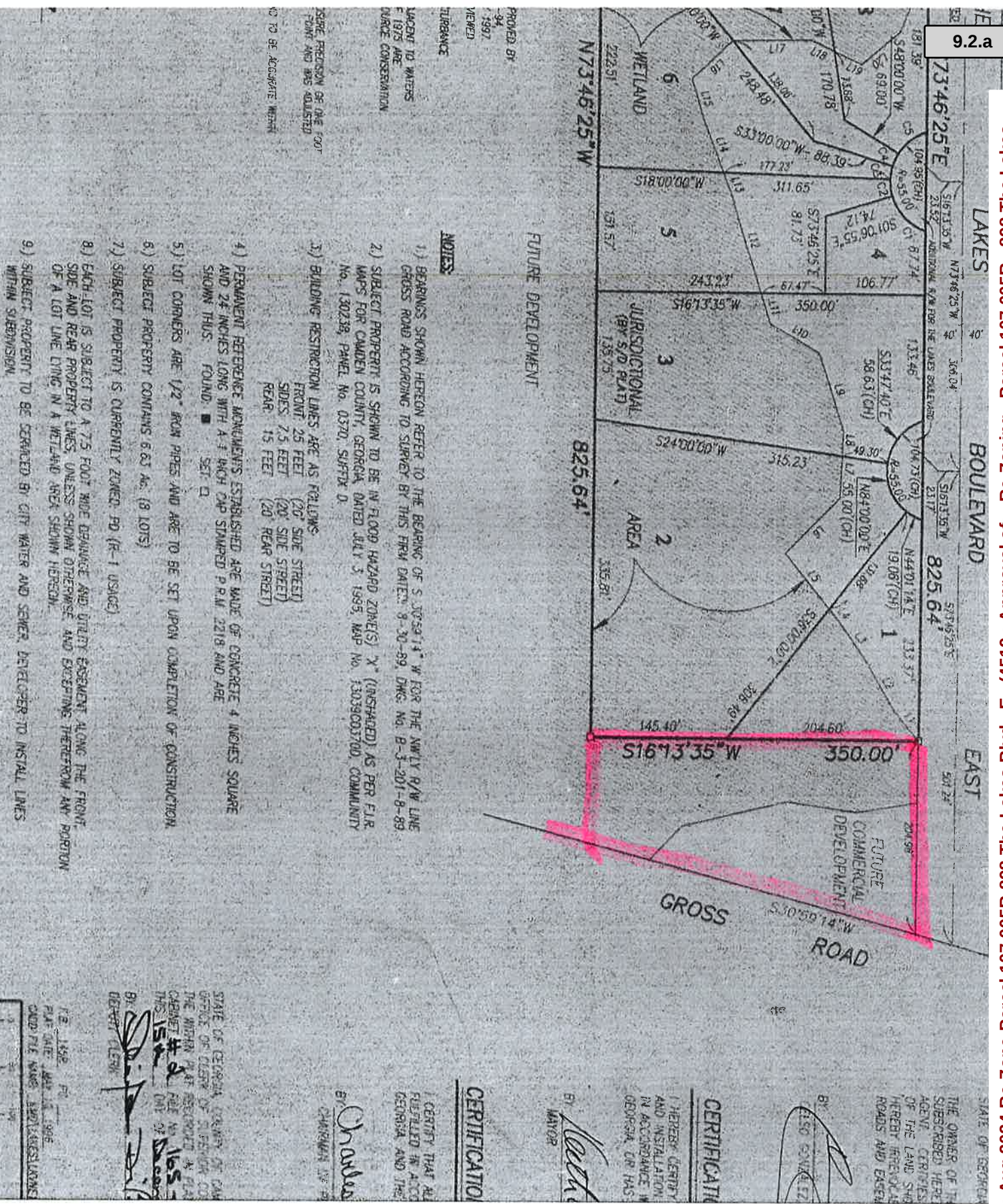
Submission fee for rezoning received from Richard Crisco
in the amount of \$ 225.00.

City of Kingsland

BY: [Signature]

Planning & Zoning Administrator

Date: 7/1/2024

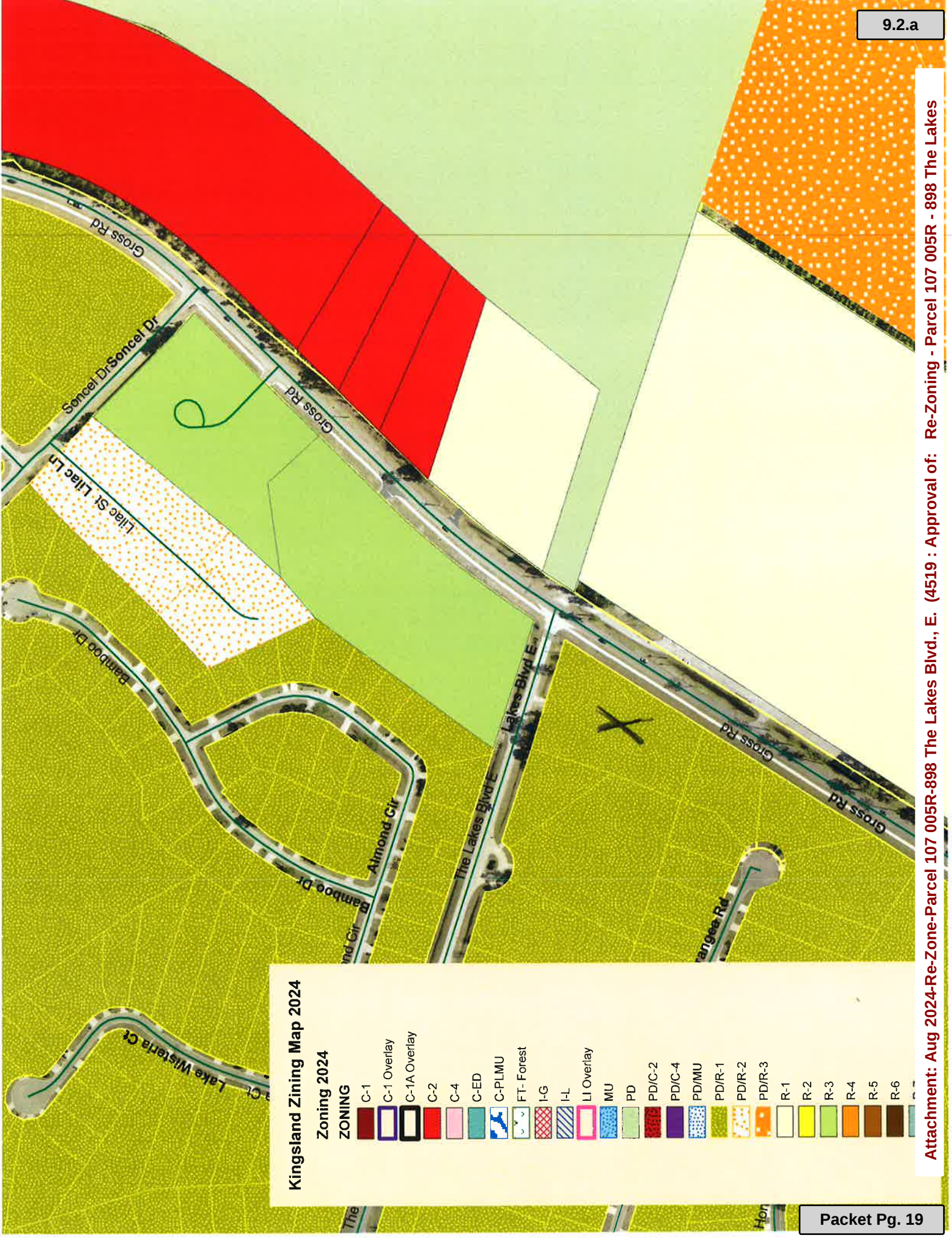


- NOTES**
- 1) BEARINGS SHOWN HEREON REFER TO THE BEARING OF S 30°59'14" W FOR THE N.W. 1/4 R/W LINE CROSS ROAD ACCORDING TO SURVEY BY THIS FIRM DATED 8-30-89, DMC. NO. B-3-201-8-89.
 - 2) SUBJECT PROPERTY IS SHOWN TO BE IN FLOOD HAZARD ZONE(S) "X" (UNSHADDED) AS PER FIRM MAPS FOR CAMDEN COUNTY, GEORGIA DATED JULY 3, 1995, MAP NO. 13039003700, COMMUNITY NO. 130238, PANEL NO. 0370, SHEET D.
 - 3) BUILDING RESTRICTION LINES ARE AS FOLLOWS:
FRONT: 25 FEET (20' SIDE STREET)
SIDES: 7.5 FEET (20' SIDE STREET)
REAR: 15 FEET (20' REAR STREET)
 - 4) PERMANENT REFERENCE MONUMENTS ESTABLISHED ARE MADE OF CONCRETE 4 INCHES SQUARE AND 24 INCHES LONG WITH A 1 INCH CAP STAMPED P.R.M. 2218 AND ARE SHOWN THUS: FOUND: SET: □
 - 5) LOT CORNERS ARE 1/2" IRON PIPES AND ARE TO BE SET UPON COMPLETION OF CONSTRUCTION.
 - 6) SUBJECT PROPERTY CONTAINS 6.83 AC. (8 LOTS)
 - 7) SUBJECT PROPERTY IS CURRENTLY ZONED: PD (R-1 USAGE).
 - 8) EACH LOT IS SUBJECT TO A 7.5 FOOT WIDE EASEMENT AND UTILITY EASEMENT ALONG THE FRONT, SIDE AND REAR PROPERTY LINES, UNLESS SHOWN OTHERWISE AND EXCEPTING THEREFROM ANY PORTION OF A LOT LINE LING IN A WETLAND AREA SHOWN HEREON.
 - 9) SUBJECT PROPERTY TO BE SERVICED BY CITY WATER AND SEWER, DEVELOPER TO INSTALL LINES WITHIN SUBDIVISION.

STATE OF GEORGIA
COUNTY OF CAMDEN
OFFICE OF CLERK OF SUPERIOR COURT
THE WITHIN PLAT BEING RECORDED IN PLAT BOOK NO. 1541, PAGE 105, THIS 15th DAY OF MAY, 1996.
BY: *[Signature]*
CLERK

CERTIFICATE
I HEREBY CERTIFY AND INSTALLATION IN ACCORDANCE IN GEORGIA OR HAS
BY: *[Signature]*
MANOR

CERTIFICATE
I HEREBY CERTIFY THAT ALL REBILLED IN ACCORDANCE IN GEORGIA AND THE
BY: *[Signature]*
CLERK



Kingsland Zoning Map 2024

Zoning 2024

ZONING	C-1	C-1 Overlay	C-1A Overlay	C-2	C-4	C-ED	C-PLMU	FT- Forest	I-G	I-L	LI Overlay	MU	PD	PD/C-2	PD/C-4	PD/MU	PD/R-1	PD/R-2	PD/R-3	R-1	R-2	R-3	R-4	R-5	R-6
																									



Camden County, GA



Overview



Legend

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

Parcel ID	107 005R	Owner	CRISCO RICHARD S	Last 2 Sales			
Class Code	Commercial		104 BOONE AVENUE	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		SUITE G	10/27/2023	\$25000	NM	U
	KINGSLAND		KINGSLAND, GA 31548	8/21/2001	\$27000	LM	Q
Acres	1.28	Physical Address	898 E LAKES BLVD				
		Assessed Value	Value \$58840				

(Note: Not to be used on legal documents)

THE PARCEL LINES SHOWN ON THIS SITE ARE NOT LEGAL BOUNDRIES AND MUST NOT BE USED FOR LEGAL DOCUMENTS. THE PARCEL LINEWORK ARE FOR LOCATING PARCELS FOR TAX PURPOSES ONLY. THEY ARE NOT SURVEYS DUE TO THE NATURE OF HOW THE ARE PRODUCED. LEGAL BOUNDRIES SHOULD BE TAKEN FROM LEGALLY DOCUMENTED PLATS AND DEEDS.

Date created: 7/1/2024

Last Data Uploaded: 6/29/2024 1:34:30 AM

Developed by  **Schneider**
GEOSPATIAL

Attachment: Aug 2024-Re-Zone-Parcel 107 005R-898 The Lakes Blvd., E. (4519 : Approval of: Re-Zoning - Parcel 107 005R - 898 The Lakes



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 09/09/24 06:00 PM
Department: Planning and Zoning
Category: Home Office Occupancy
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 4542)

DOC ID: 4542

Approval of Home Occupation - 102 Aloe Court - Map & Parcel 107M 003

Charles Cardell has applied for a home occupation permit for a Honeybee Product sales business known as "C & R Bushcrafts, Inc.". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is PD/R-1. *Planning Commission recommends approval.*



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

Planning and Community Development Staff Report

Planning Commission Meeting Date: September 3, 2024

City Council Meeting Date: September 9, 2024

Agenda Item: Home Occupation for 102 Aloe Court

Summary:

Charles Cardell has applied for a home occupation permit for a Honeybee Product sales business known as "C &R Bushcrafts, Inc.". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO.

Zoning: PD/R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

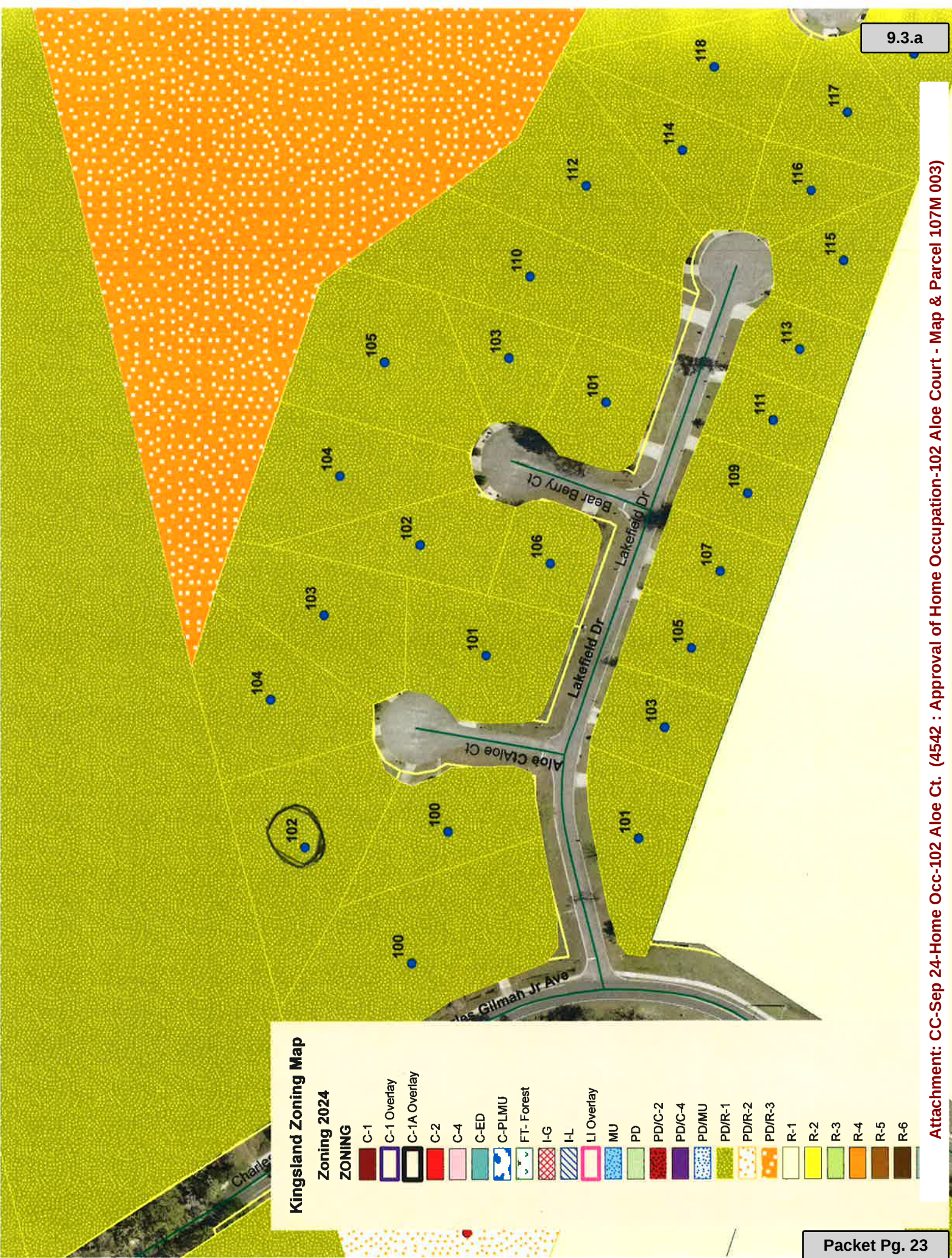
Staff Recommendation: Staff recommends approval

Scott L. Kimball
Planning & Zoning Director

Kingsland Zoning Map

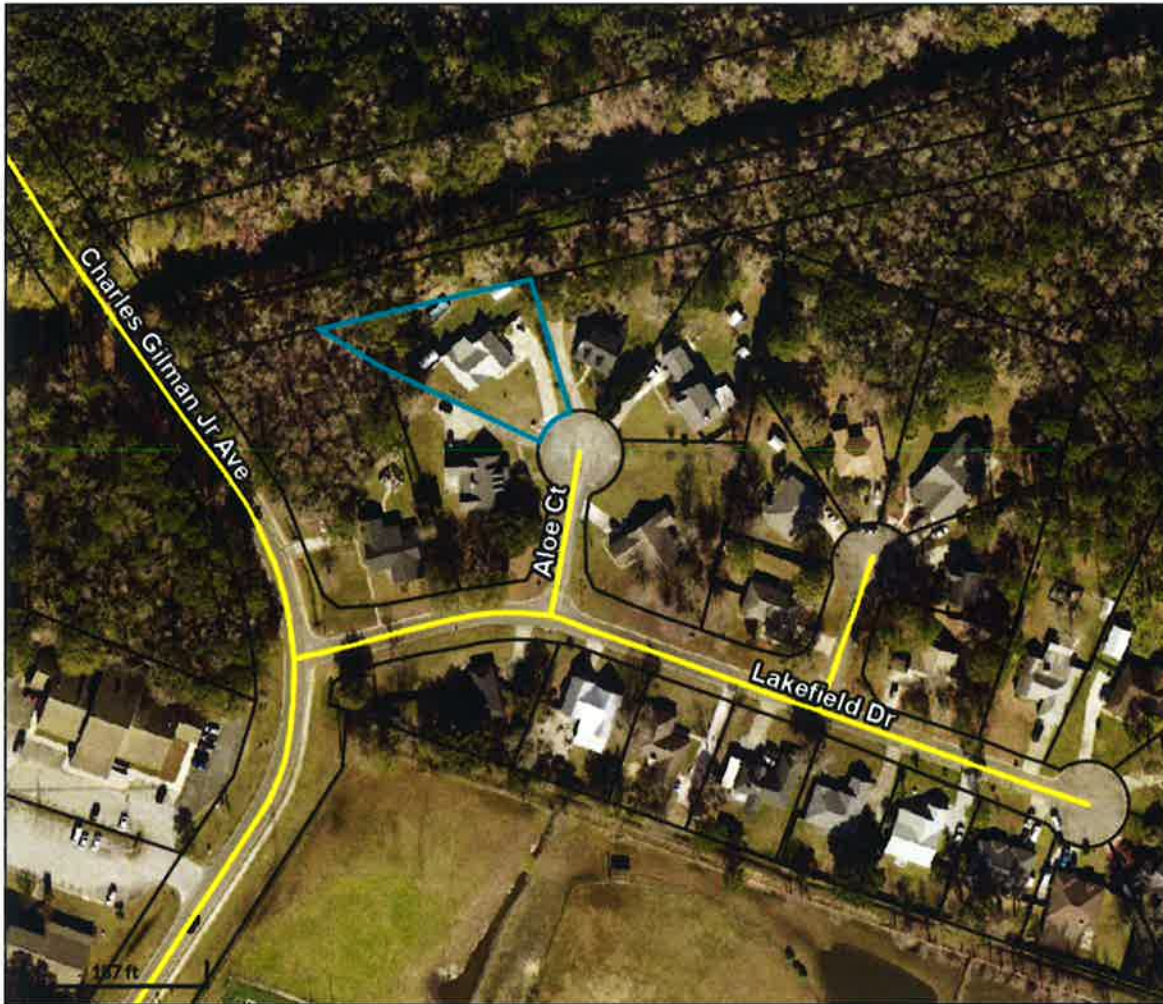
Zoning 2024

ZONING	
C-1	
C-1 Overlay	
C-1A Overlay	
C-2	
C-4	
C-ED	
C-PLMU	
FT- Forest	
I-G	
I-L	
LI Overlay	
MU	
PD	
PD/C-2	
PD/C-4	
PD/MU	
PD/R-1	
PD/R-2	
PD/R-3	
R-1	
R-2	
R-3	
R-4	
R-5	
R-6	





Camden County, GA



Overview



Legend

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

Parcel ID	107M 003	Owner	CARDELL CHARLES B	Last 2 Sales			
Class Code	Residential		102 ALOE COURT	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	2/26/2008	\$199900	FM	Q
	KINGSLAND	Physical Address	102 ALOE CT	9/21/2005	\$158000	FM	Q
Acres	0.26	Assessed Value	Value \$234527				

(Note: Not to be used on legal documents)

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Date created: 7/29/2024

Last Data Uploaded: 7/27/2024 4:20:04 AM

Developed by Schneider
GEOSPATIAL

Attachment: CC-Sep 24-Home Occ-102 Aloe Ct. (4542 : Approval of Home Occupation-102 Aloe Court - Map & Parcel 107M 003)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4543)

Meeting: 09/09/24 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

DOC ID: 4543

Approval of Re-Zoning - 531 North Lee Street - Map & Parcel K11 01 010

The City of Kingsland has requested that Parcel K11 01 010 be re-zoned to C-2 (General Commercial). The parcel is located at 531 North Lee Street containing approximately 5.3 acres. *Planning Commission recommends approval.*



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

Planning and Community Development

Staff Report

Planning Commission Meeting Date: September 3, 2024

City Council Meeting Date: September 9, 2024

Agenda Item: Rezoning

Background:

The surrounding parcels are mostly commercial and residential and several adjacent parcels to the south are zoned C-2 General Commercial. The parcel has an existing office building (North Center) and the City Court Building on it and will be the home to the new Kingsland Police Department building. The parcel needs to be re-zoned to C-2 General Commercial so that the city zoning map matches the existing and future uses on the property.

Summary:

The City of Kingsland has applied for a rezoning of parcel K1101 010 containing approx. 5.30 acres located at 531 N. Lee St. The applicant is requesting the parcel be rezoned to C-2 (General Commercial) to correct the city zoning map to accommodate the existing and future uses of the parcel.

Current Zoning: R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends Approval

Scott L. Kimball
 Planning Director

Attachment: Sep 24-Re_Zone-531 N. Lee St. (4543 : Approval of Re-Zoning-531 North Lee Street - Map & Parcel K11 01 010)

Sept. 2024



CITY OF KINGSLAND ZONING APPLICATION

Please attach to this application a plot plan/survey showing the location and dimensions of the property to be rezoned. Also attach the appropriate fee for this request (fee schedule attached). If paid by check make payable to "City of Kingsland".

REQUEST

EXISTING ZONING R-1

EXISTING USE North Center Office Building

REQUESTED ZONING C-2

REQUESTED USE North Center & New Police Station

PROPERTY OWNER(S)

Name(s) City of Kingsland

Address 107 S. Lee St.

Phone No. (912) 729-8210 (Work and/or home); Fax No. _____

☐ Individual ☐ Partnership ☐ Sole Proprietor ☐ Firm ☐ Corporation
☐ Association City Government

Corporation: Submit list of officers, directors and major stockholders with name, address and title.

Partnership: Submit list of all partners with name, address and title.

GENERAL INFORMATION

Location or Legal Property Description: East side of N. LEE ST.

Property Address: 531 N. Lee St. Kingsland, Ga. 31548

Tax Map Reference Number: K1101 010 Zoning Map: R-1

Property Size: 5.3 Acres Property Frontage: 400 Feet

Attachment: Sep 24-Re_Zone-531 N. Lee St. (4543 : Approval of Re-Zoning-531 North Lee Street - Map & Parcel K11 01 010)

City of Kingsland Zoning Application
Page Two

Check One: ☒ Paved Road or ☐ Unpaved
☒ Public Water or ☐ Individual Well
☒ Public Sewer or ☐ Individual Septic Tank

REASON FOR REQUEST

Would be in harmony with the character of the neighborhood because Yes there are
Commercial Parcels All along N. Lee St.

Would not be detrimental to property or persons in the area because Property is already
Being used For Commercial Office Space & Archive Bldg.

Other Comments: needs to be rezoned to C-2 General Commercial
because of Existing & Future Use & Ordinance Requirements.

DISCLOSURE

Identify all members of the City Council of the City of Kingsland, City of Kingsland Planning Commission and Employees of the City of Kingsland Community Development who

(1) Have a property interest in the real property affected by this request

(2) Have a financial interest (direct ownership interest of the total assets or capital stock of a business entity where such ownership interest is more than 10% in any business entity which has a property interest in the real property affected by this request

(3) Have a member of the family (spouse, mother, father, brother, sister, son or daughter) having a property financial interest as herein defined, in the real property affected by this request

City of Kingsland Zoning Application
Page Three

CAMPAIGN CONTRIBUTION

List below the names of local government officials of the City of Kingsland to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total \$250.00 or more or to whom gifts were made having a total value of \$250.00 or more.

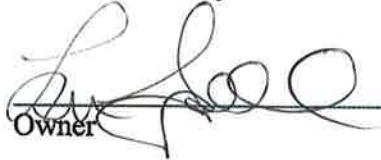
Elected Officials Name

Amount of Description of Gift

_____	_____
_____	_____

SIGNATURE(S) OF OWNER(S)

I/We, the owner(s), submit this application and certify that the information is correct and true to the best of my knowledge.


Owner

Owner

Owner

HEARING DATE

This application is scheduled to be heard by the City of Kingsland Planning Commission at their meeting of September 3, 2024, at 6:00 P.M. in the Council Chambers of Kingsland City Hall, 107 S. Lee St., Kingsland, Georgia.

Owner or agent must be present in order for the request to be heard.

RECEIPT

Submission fee for rezoning received from N/A
in the amount of \$ 0.

City of Kingsland

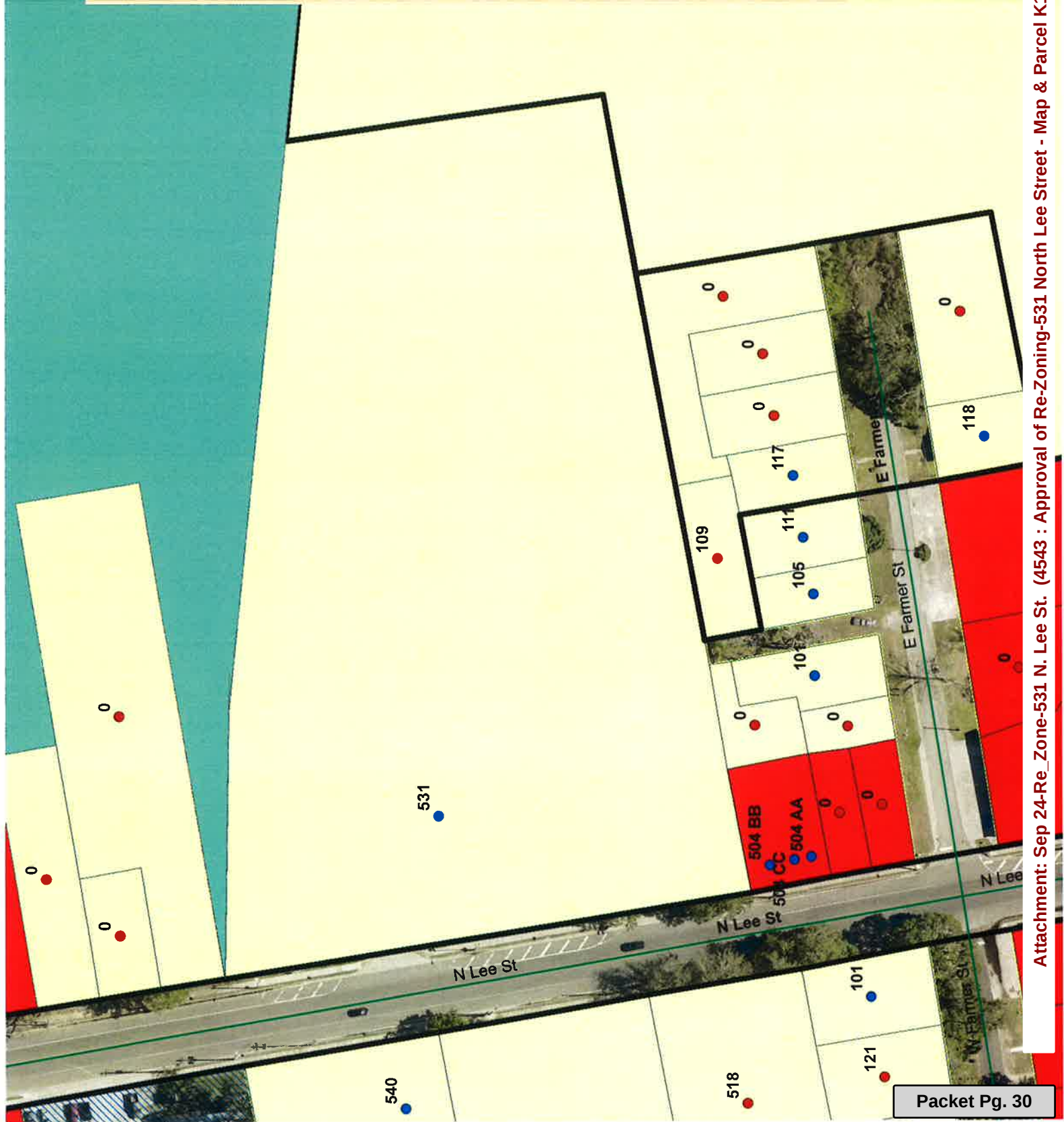
BY: 
Planning & Zoning Administrator

Date: 7/25/24

Kingsland Zoning Map 2024

Zoning 2024

ZONING	C-1	C-1 Overlay	C-1A Overlay	C-2	C-4	C-ED	C-PLMU	FT- Forest	IG	IL	LI Overlay	MU	PD	PD/C-2	PD/C-4	PD/MU	PD/R-1	PD/R-2	PD/R-3	R-1	R-2	R-3	R-4	R-5	R-6	R-7





Camden County, GA



Overview



Legend

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

Parcel ID	K11 01 010	Owner	KINGSLAND-CITY HALL	Last 2 Sales			
Class Code	Exempt		POST OFFICE BOX 250	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	5/31/2005	0	CH	U
	KINGSLAND	Physical Address	531 N LEE ST	n/a	0	n/a	n/a
Acres	5.3	Assessed Value	Value \$2092182				

(Note: Not to be used on legal documents)

THE PARCEL LINES SHOWN ON THIS SITE ARE NOT LEGAL BOUNDRIES AND MUST NOT BE USED FOR LEGAL DOCUMENTS. THE PARCEL LINEWORK ARE FOR LOCATING PARCELS FOR TAX PURPOSES ONLY. THEY ARE NOT SURVEYS DUE TO THE NATURE OF HOW THE ARE PRODUCED. LEGAL BOUNDRIES SHOULD BE TAKEN FROM LEGALLY DOCUMENTED PLATS AND DEEDS.

Date created: 7/25/2024

Last Data Uploaded: 7/25/2024 5:37:37 AM

Developed by Schneider
GEOSPATIAL

Attachment: Sep 24-Re_Zone-531 N. Lee St. (4543 : Approval of Re-Zoning-531 North Lee Street - Map & Parcel K11 01 010)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 09/09/24 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4540

AGENDA ITEM (ID # 4540)

Ratification of Bid Award: Purchase of Amphibious Excavator

Purchase approval for (one) 1 Wilson Bobcat E55 amphibious excavator.

Staff recommends Wilson Equipment for \$232,500.

Council was polled on August 22, 2024 with a unanimous vote in favor of purchase.

City of Kingsland
 Bid Tabulation
 Amphibious Excavator
 8/21/2024



Year	Make	Model	Hours	Cost
2024	Bobcat	E55		\$ 232,500.00
2020 (used)	Bobcat	E50	1,200	\$ 215,000.00
2001(used)	Caterpillar	320CL	5,000	\$ 219,000.00
2022(new/bigger)	Caterpillar	316GC		\$ 295,000.00
2022(new/bigger)	Caterpillar	320GC		\$ 325,000.00





City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 09/09/24 06:00 PM
Department: City Clerk
Category: Agreement
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 4529)

DOC ID: 4529

Ratification of: Additional Work Authorization for the Meadows Drainage (3 Culvert Crossing)

Approval of Roberts Civil Engineering Additional Work Authorization for The Meadows (3 Culvert Crossings) Drainage. Scope of services includes site surveys, engineering, contractor solicitation, construction oversight and project management.

Staff recommends approval.

Council was polled on August 22, 2024 with a unanimous vote in favor of agreement.



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Additional Work Authorization The Meadows (3 Culvert Crossings) Drainage Kingsland, GA Attachment A – Scope of Work Date of Proposal: 8/14/2024

Roberts Civil Engineering (RCE) is pleased to present the following proposal for civil engineering services associated with modifications to the drainage system for a small section of the Meadows Sub-division in Kingsland, GA. These services will include site surveys, engineering, contractor solicitation, construction oversight, and project management. The following summarizes the scope of work that RCE proposes to perform.

1. **Boundary and Topo Survey** – The topographic survey will include the following:
 - a. Boundary Survey
 - b. Spot elevations
 - c. Contours
 - d. Visible above ground utilities
 - e. Existing right of way
 - f. Trees

2. **Civil Engineering Construction Plans** – A set of detailed site construction plans will include the following:
 - a. 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.
 - b. 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.

3. **Opinion of Probable Cost (OPC)** – OPC services include the items specified below:
 - a. Review Civil Plans.
 - b. Produce a take-off of items on the plan.
 - c. Develop a unit cost list based on the most current contractor pricing

4. **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
5. **Construction Services** –Construction Administration includes the following that will occur during site construction only:
- a. 10 site visits during construction
 - b. Observation reports per site visit
 - c. RFI responses
 - d. Review of contractor pay applications
 - e. If additional site visits are required, a rate of \$960/visit will be charged
6. **Hourly Services** – Tasks not explicitly 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, permitting, meetings, calls, bidding, AHJ submittals, 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, wetland delineation, and wetland permitting (if required) are the responsibility of the Client.
- 3. Hourly rates are subject to change.

LUMP SUM \$ 39,900

CONTRACT AGREEMENT

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

1. Parties Information:

CLIENT:	City of Kingsland, GA
Client Address:	107 South Lee Street Kingsland, GA 31548
Client Phone:	912-729-5613
Client Email:	Ls;ell@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 # 4530)

Meeting: 09/09/24 06:00 PM
Department: City Clerk
Category: Contract
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4530

10.3

Approval of: Topography Survey of The Lawn

Approval of Roberts Civil Engineering Proposal for engineering services associated with the topographic survey for three driveway locations off Royal Parkway and the proposed development on parcel 094 035 "The Lawn." The main entrance, secondary entrance, and service entrance shown on Master Plan B will be designed for this project.

Staff recommends approval.



ROBERTS CIVIL ENGINEERING

St Simons Island | Savannah | Jacksonville | Charleston | Baxley

www.robertscivilengineering.com

Civil Engineering Proposal The Lawn Kingsland AWA Kingsland, Ga Attachment A – Scope of Work Date of Proposal: 08/14/2024

Roberts Civil Engineering (RCE) is pleased to present the following proposal for civil engineering services associated with the topographic survey for three driveway locations off Royal Pkwy and the proposed development on parcel 094 035. The main entrance, secondary entrance, and service entrance shown on Master Plan B will be designed for this project. The following summarizes the scope of work that RCE proposes to perform.

- Topographic Survey** – Our sub-consultant will prepare a topographic survey of approximately 3.7 acres lying along and on the southern side of Royal Parkway. The topographical survey will be based on a 100' x 50' grid extending from Royal Parkway southerly to the property boundary. The vertical datum utilized will be based on N.A.V.D. 88, which corresponds with the latest flood information for Camden County.

Lump Sum \$1,600

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:

- Permit, application, and tap fees are the responsibility of the Client.
- Hourly rates are subject to change.



ROBERTS CIVIL ENGINEERING

St Simons Island | Savannah | Jacksonville | Charleston | Baxley

www.robertscivilengineering.com

CONTRACT AGREEMENT

This Contract Agreement is entered into this date 08-14-2024, by and between **The City of Kingsland** (hereinafter "Client") and **Roberts Civil Engineering, LLC** (hereinafter "Engineer") (collectively the "Parties")

1. Parties Information:

CLIENT: The 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: bweeks@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.

Attachment: 2024-08-14 AWA The Lawn Kingsland Topo Survey (4530 : Approval of: Topography Survey of The Lawn)

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. 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
 - ii. Retainer in the Amount of \$1,200.00

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: _____

Attachment: 2024-08-14 AWA The Lawn Kingsland Topo Survey (4530 : Approval of: Topography Survey of The Lawn)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 09/09/24 06:00 PM
Department: City Clerk
Category: Contract
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 4528)

DOC ID: 4528

Approval of: Renewal of Evoqua Odor and Corrosion Bioxide Feed System Contract

An agreement between the City and Evoqua Water Technologies to provide a Bioxide® Chemical Feed and Storage System for pump stations 15 and 18. Evoqua will service and maintain the odor and corrosion control system. The rates are the same as the prior year agreement. This is funded in-full under a separate agreement with PlugPower.

Staff recommends approval.



August 7, 2024

Lee H. Spell
City Manager
City of Kingsland, Georgia
P.O. Box 250
Kingsland, GA 31548
Phone: (912) 729-5613
Email: lsPELL@kingslandgeorgia.com

**RE: 2024 RENEWAL – ODOR AND CORROSION CONTROL BIOXIDE® FEED SYSTEMS
KINGSLAND, GA – PUMP STATIONS 15 AND 18
Evoqua Quote No. Q240730SB01 (Reference Quote No. 2023-594308R2)**

Dear Mr. Spell,

Thank you for your continued interest in Evoqua Water Technologies LLC. Evoqua is pleased to renew the existing contract for our Bioxide® Chemical Feed and Storage System for PS 15 and PS 18 for an additional year.

Evoqua will continue to provide the Bioxide® Odor Control Systems, Chemical and Services for PS 15 and PS 18 for the following pricing, effective June 12, 2024 through June 11, 2025:

Bioxide® and Quarterly Service: **\$3.39 / gallon.** Price includes delivery, Prepaid (PPD)

Equipment Rental Fee: **\$1,593 / mo. (includes PS 15 and PS 18)**

Terms of payment are NET 30 days from date of invoice. These prices do not include any applicable taxes.

The attached Terms and Conditions are considered part of this proposal and shall prevail.

Due to current volatility in the market, pricing associated with this quote will remain in firm for a period of thirty (30) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If the above proposal does not meet your application requirements, we would appreciate the opportunity to discuss alternatives with you.

If you have any questions regarding this proposal, please do not hesitate to contact me at (803) 466-8628.

Sincerely,

Evoqua Water Technologies LLC

Benjamin Wallis

Benjamin Wallis
Technical Sales Representative

RE: 2024 RENEWAL – ODOR AND CORROSION CONTROL BIOXIDE® FEED SYSTEMS
KINGSLAND, GA – PUMP STATIONS 15 AND 18
Evoqua Quote No. Q240730SB01 (Reference Quote No. 2023-594308R2)

Evoqua will process your order when we receive acceptance of this proposal by signing below and returning to utilityservicesinbox@xylem.com or via fax to: (941) 359-7985.

Company Name: _____

This ____ day of _____ Month _____ Year

By: _____

Title: _____

P.O. Number _____

NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-fags> . Ask us how to avoid paying fees by migrating to ACH CTX payment type

Attachment: 2024 Renewal - Kingsland GA (4528 : Approval of: Renewal of Evoqua Oder and Corrosion Bioxide Feed System Contract)

EVOQUA WATER TECHNOLOGIES LLCAgreed on Terms of Sale with City of Kingsland, GA 5/23/2023

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim. The Seller agrees to indemnify, hold harmless, and defend the City, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way

(May 2015)

out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Seller will survive the expiration or termination of this Agreement.”

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller’s business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer’s consent.

10. **Termination.** Either party may terminate this agreement, by either part for any reason with ninety (90) day notice, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

12. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER’S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

13. **Rental Equipment / Services.** Any leased or rented equipment (“Leased Equipment”) provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

14. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the “Agreement”) and supersede any terms contained in Buyer’s documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer’s prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Georgia without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4531)

Meeting: 09/09/24 06:00 PM
Department: City Clerk
Category: Agreement
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4531

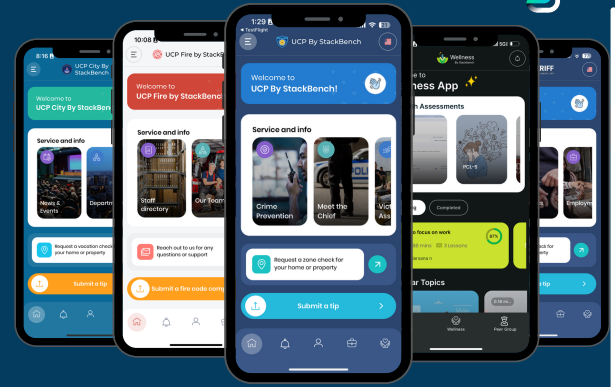
10.5

Approval of: UCP (Unified Communication Platform) Public Safety App Contract

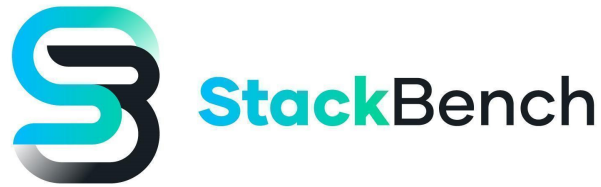
Purchase approval of Stackbench Unified Communications Platform Public Safety Application to connect with police, allow citizens to provide anonymous tips and streamline internal communication. This is for a one (1) year period at a cost of \$4,500 and will be funded by the Seized Assets Fund.

UCP App by Stackbench: The Complete Package

- ✓ Superior Features
- ✓ Unmatched Value
- ✓ Seamless integration



- ✓ **Competitive Pricing Advantage:** Turnkey solution at a fraction of competitors' costs
- ✓ **All-Inclusive Package:** Includes maintenance, new upgrades, and no maintenance upcharge.
- ✓ **Quick Response Time:** Issues responded to within 20 minutes.
- ✓ **Feature-Rich Offering:** More features than competitors, with more to come.
- ✓ **No Development Cost:** Hassle-free implementation.
- ✓ **Long-Term Value:** 3-year contract locks in yearly costs.
- ✓ **Comprehensive Training:** Training included for seamless onboarding.
- ✓ **Marketing Support:** Automated Social Media Program and print material for citizen engagement.
- ✓ **Social Media Integration:** Link to your social media accounts (Facebook, Twitter, Instagram).
- ✓ **Custom Branding:** Branded to your department for a personalized touch.
- ✓ **Additional Features:** Wellness programs, Off-Duty or Overtime assignments, and weather updates in your jurisdiction.



Unified Communications Platform Police SaaS Sales Quote

Kingsland Police. GA

This SaaS Sales Quote ("Quote") between Kingsland Police Department (hereinafter called "Client") located at 111 South Seaboard St., Kingsland, GA 31548 and (hereinafter called "StackBench") located at 5550 77 Center Drive, Suite 135, Charlotte, North Carolina 28217 is issued under the terms stated herein.

This Quote is intended for Client's internal use and cannot be reproduced by or for other parties without the prior written approval of both parties.

Introduction

In a world full of misinformation, it's more important than ever for our law enforcement community to communicate with each other and the larger community effectively.

Our Unified Communications Platform solution streamlines communications between Police Departments and their communities, keeping our uniformed officers safe by providing them with the information they need at their fingertips.

About Us

Confianz Global Inc. DBA StackBench has over 15 years of experience in the software development industry. Our solutions cover multiple domains, including Software as a Service, ERP systems, and custom mobile and web application development. This experience enables us to develop innovative software solutions that address our clients' most pressing needs.

Solution Outline

We will provide the following SaaS solution to Client: Unified Communications Platform

Our UCP product package includes the following features that are of particular relevance to the Client:

- *White labeled mobile app with customizations with the agency's branding to be downloaded by users and citizens.*
- *An administrative web-based backend allows the agency to manage the content on the mobile app, as well as push notifications to officers and the public.*
- *Ongoing support & maintenance.*

This sales quote includes hosting the solution on an AWS (Amazon Web Services) cloud server, getting the apps approved in Google Play store and Apple App Store, onboarding, training, trial run, go-live, and maintenance services.

Execution Timeline

The execution timeline will be as follows:

Phase One: Getting the apps approved in the test environment, including all branding activities (*approximately 8 weeks*).

Phase Two: Onboarding and training completed (*approximately 1 week*). The timeline for Phase 2 will only start once the App Store accounts have been approved by Apple and Google.

Phase Three: Troubleshooting and adjustments completed and go-live (*approximately 1 week*).

NOTE: These timelines are dependent upon Client's timely submission of logo files and feedback.

Technical Requirements and SaaS Model

StackBench will host the application on a secure Amazon Web Services (AWS) infrastructure. If there are any specific technical requirements from the agency, we will be happy to work with you.

Delivery Terms

- Client is to provide StackBench with all sufficient information to enable the feature to be implemented, tested, and successfully deployed. This includes a Sheriff, Chief, or their designee for signing the AppStore documentation for both Apple and Google to open the account. Client will also be required to provide StackBench with a high-quality logo of your agency, pictures, etc.
- StackBench is to maintain confidentiality of any sensitive information regarding payments or Client's customers, which may become available to it during the project.

Cost

Users: Price includes maintenance and any updates to the application, per year.

Staff up to 54 -Encrypted	Total cost per year \$4500.00
---------------------------	-------------------------------

The UCP Public Safety App includes the following: 9 content sections on the home screen. Examples below:

- Push notifications for public & team alerts.
- Branded application
- Tip submission citizens with exact GPS mapping of the location of occurrence, optional
- Zone check requests or vacation requests for residential and business for citizens
- Hyperlinks to any websites (ex. inmate search/arrests)
- PDF, pictures, and text on any alerts
- Teams created by Agency
- Manage content on home screen by a click of a button-examples below:
- Most Wanted
- Social media attachment from public alerts
- Recruitment
- Know your Department

- Domestic violence
- Warrants
- Permits
- Events
- Secondary employment or overtime opportunities

Included Features/encrypted content for sworn only

- Mindful learning solution for staff that includes embedded videos, podcasts, and content to read prepared by the best in the industry on important topics.
- Wellness part with EAP, Chaplain, Insurance information managed by department. Officers can invite their significant other to the wellness section.
- Departments can add their own content videos/podcasts & text content to the Wellness section.
- Encrypted wellness information for staff and one immediate family member - EAP, Insurance, Chaplains, Peer Support, etc.
- All maintenance push upgrades are included in pricing with your annual fee.
- AWS infrastructure firewall-protected with industry standards line NEST, FEDRAMP, SOC2 etc.
- ISO 9001 & ISO 27001 certified.
- Content is chosen by the department.
- All login to the system requires OTP sent to department Email.
- No Sensitive data shared with third parties.
- Fully Branded to your department with a choice of templates.
- Provide Marketing Material to get Citizens to download the mobile app
- Designed & supported by our skilled team in Charlotte, NC
- Future updates included for new versions of iOS and Android.
- Full Fledged web backend for Admins with granular control of users & permissions
- We continue to enhance the product based on feedback from our clients.

Note: "User" refers to the Client-employed users, not the public-at-large.

Additional Notes

StackBench will facilitate everything to create the accounts in both Google and Apple app stores, but Client is required to sign the agreements for security reasons as the app store accounts will be created specifically for Client's agency. **This quote will expire in 90 days on October 28 , 2024.**

Payment Milestones

50% payment upon signing the contract and 50% after the app is delivered and available for download from app stores. Other terms may be available upon request.

Contact

The point of contact for this sale is Ken Schul, available at 704-773-4248 or ken@confianzit.com



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4549)

Meeting: 09/09/24 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4549 B

10.6

Bid Award: Copier Maintenance Contract

Staff recommends low bid, Canon Solutions of America, Inc., for an annual contract at \$7,698.46. This includes maintenance on 11 copiers in various departments. Maintenance includes toner replacement. Four copiers will need to be upgraded. These will go through a separate bid process and will be included in FY2024-25 budget.

Bid Tabulation
Copier Maintenance
Tuesday, August 13, 2024 @ 2:00 PM



Vendor	Annual Maintenance Cost
Canon Solutions America, Inc	\$7,698.46
RJ Young	\$10,048.19

Includes maintenance on 11 copiers in various departments.
Replacement toners included.

This project was advertised on the City of Kingsland and GMA websites.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4548)

Meeting: 09/09/24 06:00 PM
Department: Finance
Category: Budget
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4548

10.7

Update: FY 2024-2025 Proposed Budget



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4546)

Meeting: 09/09/24 06:00 PM
Department: City Manager
Category: Miscellaneous
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4546

10.8

Request for Connection to City Sewer

Patrick Conklin, 583 S. Cedar Street Kingsland, is requesting an unincorporated connection to the city sewer system due to septic system failure. The property is connected to city water and the city sewer main is available at the property. Neighboring unincorporated properties were connected to city sewer prior to 2000.

25 August 2024

Mr. Lee Spell,
Greetings. I hope this letter will find your family and you well.

I want to first express that I appreciate you taking the time to review the following with this seemingly endless rain event and the problems resulting from it. I know you, your Department Heads and staffs are very busy at this time.

My name is Patrick Conklin and my wife is Aileen. We transferred down here from Groton, Ct. after serving on the USS Providence SSN-719 in August of 1989 after purchasing our home in Terre Haute just off Vicuna Rd. at 583 S. Cedar St. Kingsland, Ga., which puts us I believe three blocks into the county.

I retired from the Navy on 1 Nov. 2002 after twenty years serving in the "Silent Service" and currently work as a Dept. of Navy contract Armed Security Officer on the base having reached twenty years of service this past May. If all goes well by May/June 2027 I'll be fully retired after forty-three years of service for the Navy. Prior to my retirement our house will be paid off.

But now and for a while, this might be in jeopardy due to the changing weather conditions over the years and Aileen has indicated this is the worst we've experienced since 1996 when Camden County as a whole was literally underwater. I was underway at the time and we found out about that while out at sea from the AP that provided our news as space allowed on the broadcast.

When I returned home from deployment Aileen would tell me it had been over six weeks since her and my daughter (10th grade.) last were able to do laundry at the house or anything else. I think you've figured out where this is going.

This house was the last built of the original homes in the neighborhood and went on the market in March 1989. We made an offer on it in June 1989 while on "house hunting" leave and as noted above bought it in August 1989. This house came with city water and a septic tank. And of the seven houses around us, five have both city water and sewer. One other house has city water and septic like ours across and down the street from us (See map enclosed.).

We are asking if we can get put on city sewer. We are not asking for any kind of "grandfather clause" or "free ride" of any kind but we are asking simply for some compassion to our situation and the prevention of selling our house from a very personal perspective on our part. When I met Aileen on Sat. 16 August 1986 I would later meet my son John 9 and daughter Amanda 7. After being together only five days (And being underway.) we would get married on Sat. 11 October 1986.

Our son Patrick Jr. would be born on 13 August 1987 two weeks after returning from a seven month deployment. While staying at my Sister-laws house in N.Y., tragically we would lose him to a pool drowning accident one week to the day after his second birthday. He is still with us now as a military career can be very "nomadic". What this has to do with the house is simply he was with us in June 1989 and one of the very last pictures we have of him is as the "conquering hero" with his foot on the fireplace with his arm up against it.

If you will allow from the weekend prior to Debbie (And even before that to a lesser degree.) until now to give you a "snapshot" of our life at the house up until today Sunday 25 August.

Attachment: P Conklin 583 S Cedar Street (4546 : Request for Connection to City Sewer)

The Monday Debbie arrived for twelve hours or more, every fifteen to twenty minutes with a 5 gallon shop-vac we were taking up from my walk-in shower fifteen to twenty gallons of "gray water". This continued unabated through Tuesday into Wednesday while I was at work.

We did a minor upgrade to our bathrooms a couple of months ago with copper sinks and new faucets. Our visual indicator as to what **Methane gas** will do is to look at our copper sinks and the oxidation caused by the Methane. Our exposure lessened only within the last three days or so. But with the rain from very early this morning, that gas woke me up around 4am and went away within a couple of hours.

Showers since about this past Wednesday with the drain-cock closed, could finally be taken once done we'd use the Shop-Vac to take the shower water out.

Toilets still not flushing we urinate and use the Shop-Vac to drain out the urine at night, as to the other bodily function well let's just say there are other uses for those plastic grocery bags.

Laundry got done at the laundry mat today.

The "bailing" stopped Sat. and had been improving by weeks end. However all this is dependent upon the rain and Aileen did have to use the Shop-Vac in her tub this morning from the rain mentioned above.

We have a long way to go as I can smell the Methane gas coming up through the ground from the septic tank when I checked just before 8pm due to the "**ground saturation**". History tells us we would need close to two weeks for drying out before we could get the septic pumped out and function effectively again barring any adverse weather in the meantime.

We can't leave the house because of the walk-in shower. We've been updating this house in preparation to our retirement for a few years now. All these projects for our future are coming straight out of my retirement investments. We're as you might say "all in" at this time. If we get a positive response the funding will come from those funds as well, whatever the price it'll be worth it for peace of mind and our dignity.

I have spoken with Eric Engel from Superior Septic and discussed our options. He is still urging me to do what I can to get onto the city sewer system to the point he is willing to speak to you on the matter or another representative from Kingsland at (912) 674-2966.

So, again we're just asking for some understanding and compassion I just can't do this to my wife at this point in our lives. You have no idea how this makes me feel when I look to the West from the base knowing she's dealing with all of the above by herself. I'm asking to please do what you can to help us.

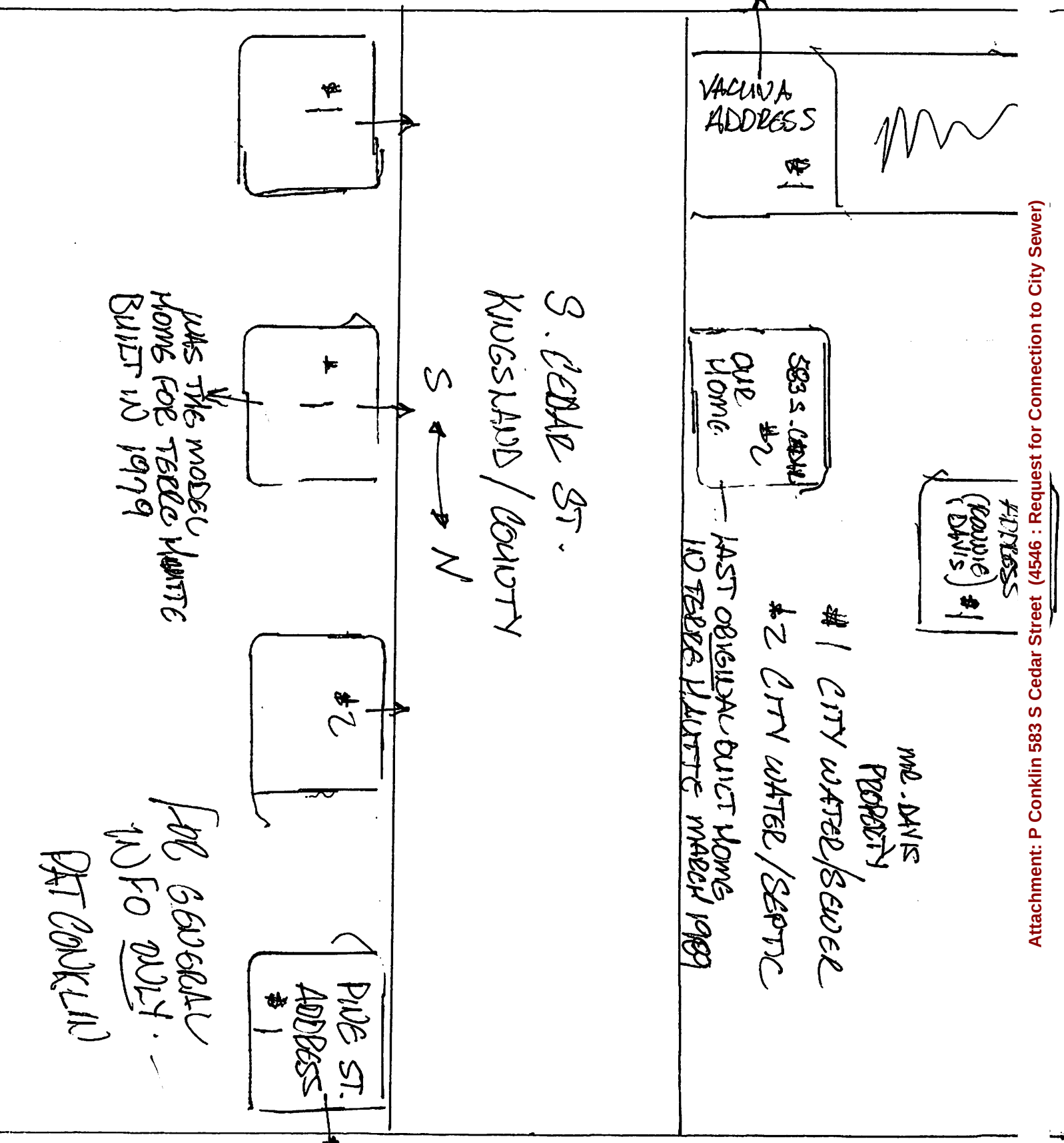
Thank You again for your time with this matter and the help I received from Public Works and especially Mr. Scott Kimball.

Regards,



Patrick J. Conklin USN/SS Ret.

VACUWA ROAD
E ← → W



S. CEDAR ST.
KUGSKAND / COUNTY

THIS THE MODEL HOME FOR TEBBE WHITE BUILT IN 1999

FOR GENERAL INFO ONLY PAT CONKLIN

VACUWA ADDRESS

583 S. CEDAR
ONE HOME

LAST ORIGINAL BUILT HOME NO TEBBE WHITE MARCH 1989

#1 CITY WATER/SEWER
#2 CITY WATER/SEWER

ME. DAVIS PROPERTY

ADDRESS
(KUGSKAND / COUNTY)
#1

Attachment: P Conklin 583 S Cedar Street (4546 : Request for Connection to City Sewer)

PIPE ST.
E ← → W



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4545)

Meeting: 09/09/24 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4545

10.9

Approval Of: Roberts Civil Engineering Proposal for Hourly Consulting Services

Approval of Roberts Civil Engineering proposal for hourly consulting services. This agreement will be used initially for the Henrietta Street drainage basin assessment and will be on file for use as needed for future projects.

Staff recommends approval.



Civil Engineering Proposal
The City of Kingsland
Hourly Consulting Services
Attachment A – Scope of Work
Date of Proposal: 08-28-2024

Roberts Civil Engineering (RCE) is pleased to present the following proposal for civil engineering services associated with consulting and project management for the City of Kingsland, GA. The following summarizes the scope of work that RCE proposes to perform.

Civil Engineering Consulting Services: The following tasks are available on an hourly basis at RCE's current hourly rate at the time of service:

- a. Project Planning & Review
- b. Ordinance Clarifications
- c. Budgeting
- d. Project Management
- e. Due Diligence
- f. Cost Estimates
- g. Preliminary Engineering Reports
- h. Bidding Management
- i. RFP Preparation
- j. Contract Administration
- k. Grants
- l. Construction Inspections and Oversight
- m. Site Planning
- n. Utility Assessments
- o. Contractor Coordination
- p. Miscellaneous On-Call Consulting
- q. Meetings

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

CONTRACT AGREEMENT

This Contract Agreement is entered into this date **08-28-2024** by and between **The City of Kingsland** (hereinafter "Client") and **Roberts Civil Engineering, LLC** (hereinafter "Engineer") (collectively the "Parties").

1. Parties Information:

CLIENT:	The City of Kingsland Lee Spell – City Manager
Client Address:	107 South Lee Street Kingsland, GA 31548
Client Phone:	912-729-5613
Client Email:	lspell@kingslandgeorgia.com
 ENGINEER:	 Roberts Civil Engineering, LLC
Engineer Contact:	Jeff Bors – Director of Municipal Consulting
Engineer Address:	301 Sea Island Rd., Suite 10 St. Simons Island, GA 31522
Engineer Phone:	(912) 638-9681
Engineer Email:	mturner@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 monthly based on the hourly fees for work performed 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. 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 # 4550)

Meeting: 09/09/24 06:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4550

10.10

Proclamation for Constitution Week 2024



City of Kingsland, Georgia

PROCLAMATION
CONSTITUTION WEEK 2024

WHEREAS, it is the privilege and duty of the American people to commemorate the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Dr. C. Grayson Day Jr., by virtue of the authority vested in me as Mayor of City of Kingsland, Georgia do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and urge all citizens to study the Constitution and reflect on the privilege of being and American with all the rights and responsibilities which that privilege involves.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 9th day of September of the year of our Lord two thousand twenty-four.

Dr. C. Grayson Day, Jr., Mayor

Attest

Jean O. Seigler-Horne, City Clerk

Attachment: Constitution Week 2024 (4550 : Proclamation for Constitution Week 2024)