



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • JANUARY 14, 2019

Regular Meeting

City Council Chamber

6:00 PM

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

I. PUBLIC HEARING - STARTS AT 6:00PM

1. Public Hearing for the Purpose of Considering the Application for Retail Beer/Wine from Circle K Stores, Inc. Located at 1877 Harriett's Bluff Road, Woodbine, Georgia. -
2. Public Hearing for the Rezoning of Parcels 120 008 L and 120 013 Also Known as a Portion of Laurel Island Plantation. Copies of the Proposed Rezoning Are Available at the Community Planning Offices at 105 S. Lee Street. -

II. CALL TO ORDER AND WELCOME GUESTS

III. INVOCATION AND PLEDGE TO THE FLAG

1. Dr. Brian Parker, Pastor, Kingsland First Baptist Church -

IV. OATH OF OFFICE - MAYOR

1. Dr. C. Grayson Day, Jr. -

V. OATH OF OFFICE - COUNCIL MEMBERS

1. Alexander W. Blount, Post #4 -
2. Lamar L. Stokes, Post #3 -

VI. ROLL CALL

Charles Grayson Day Jr.
Alex Blount
James W Galloway
Michael J McClain
Lamar Stokes

Mayor
Councilman
Councilman
Councilman
Councilman

VII. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular Council Meeting
 - 1. City Council - Regular Meeting - Dec 10, 2018 6:00 PM -
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

VIII. GRANTING AUDIENCE TO THE PUBLIC**IX. OLD BUSINESS****X. PLANNING AND ZONING**

- 1. Approval Of: Rezoning of Parcels 120 008L and 120 013 Also Known as a Portion of Laurel Island Plantation. -
Existing Zoning PD, Sawyer & Associates request multi-family homes to comply with similar multi-family usage within Laurel Island Links. Development will consist of quality design homes. Property size 53.69 acres. *Planning Commission recommends approval.*
- 2. Adoption Of: Ordinance #2019-01, Downtown Overlay District -
The Zoning Text Amendment was previously approved by City Council on April 23, 2018. *Staff recommends approval.*

XI. NEW BUSINESS

- 1. Appointments for 2019: Charter Positions -
Per the City Charter, the following charter positions shall be elected by the Mayor and Council annually.
 - a.) Mayor Pro Tem -
 - b.) City Attorney -
 - c.) City Clerk - Incumbent, Ms. Linda O'Shaughnessy
 - d.) Chief of Police - Incumbent, Mr. Darryl Griffis
 - e.) City Treasurer - Incumbent, Ms. Filiz Morrow
- 2. Planning Commission Appointments. Each Member of the Board Serves for a Two-Year Term. -
 - a.) Mayor Day two (2) appointments

- b.) Mayor and Council (1) appointment
- c.) Councilman Blount (1) appointment
- d.) Councilman Galloway (1) appointment
- e.) Councilman McClain (1) appointment
- f.) Councilman Stokes (1) appointment

3. Reappointment to Downtown Development Authority Board -

Mr. Paul Chamberlin, Chairperson, term 2019-2025

Ms. Jolene Andersen, term 2019-2025

4. Approval Of: Alcohol License for the Retail Sale of Beer/Wine from Circle K Stores, Inc., Located at 1877 Harriett's Bluff Road, Woodbine, Georgia. -

Application has been reviewed and approved by staff and all requirements have been met. *Staff recommends approval.*

5. Approval Of: Contract Agreement for AMR Meter Replacement Phase II -

Council awarded the bid to M & E Construction at the November 26, 2018 City Council meeting. Contractor will be removing and installing the remaining commercial meters only, staff will replace the remaining residential meters. *Staff recommends approval.*

6. 2479 : Approval Of: Resolution #2019-01 - Authorization of Municipal Public Moneys -

This resolution applies to all City of Kingsland bank accounts at Ameris bank for the purpose of updating signature cards. *Staff recommends approval.*

7. Bid Award: Georgia Department of Transportation Local Maintenance and Improvement Grant - Asphalt Resurfacing Project -

Low bidder is Kudzue 3 at \$227,834.88. This project is funded with LMIG grant funds with 30% required matching funds from SPLOST VII. *Staff recommends approval.*

8. Bid Award: Pavement/Restriping -

The city received bids for re-striping Boone Street from May Creek to East of Lowes. Bids were provided for both paint and thermoplastic applications. *Staff recommends awarding the bid for thermoplastic to MidState Construction @ \$21,000.00.*

9. Bid Award: Two 4 Wheel Drive Pickup Trucks -

Staff recommends to purchase one 1/2 ton 4WD Dodge Ram 1500 for Planning & Zoning Building Inspector from Ginn Dodge at \$26,506 and one 3/4 ton 4WD Ford F-250 for Public Works R-O-W maintenance crew from Murray Ford Kingsland at \$30,755.

The City Purchasing Ordinance Article IV, Division 6, Section (e)(1) allows local vendors to match the lowest price proposal if less than \$100,000 and within 3% of the lowest price proposal of a non-local vendor. We are applying this policy on the purchase of the ¾ ton Ford F-250. Murray Ford Kingsland came in 2nd but was within the 3% and has matched the low bid submitted by Brannen Motors of Warner Robbins. *Staff recommends approval.*

10. Bid Award: Laurel Island Lift Station Upgrade -

Contractor will replace the existing Smith and Loveless brand above-ground pumps at the Laurel Island lift station with submersible pumps. Low bidder is Southern Civil, LLC @ \$89,646.00, + \$1,250.00 for the preferred Flygt brand pumps for a total of \$90,896.00. *Staff recommends approval of low bid with Flygt pumps.*

XII. MAYOR AND COUNCIL ANNOUNCEMENT

XIII. ADJOURNED

ORDINANCE # 2019-01

**AN ORDINANCE TO AMEND ARTICLES IV, VI, AND VII OF APPENDIX “A”
TITLED “THE KINGSLAND ZONING AND LAND DEVELOPMENT ORDINANCE”**

WHEREAS, the Mayor and City Council desire to provide a commercial zoning district that meets the unique circumstances of downtown area; and

WHEREAS, the Mayor and City Council desire to provide adjacent residential zoning districts a higher level of protection than afforded in other commercial zoning districts;

WHEREAS, the Mayor and City Council desire to enhance and promote the unique character of the historic downtown area of the city by creating a “Downtown Overlay District”;

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE
CITY OF KINGSLAND**, as follows:

Ordinance No. 2002-08, *Kingsland Zoning and Land Development Ordinance*, adopted August 12, 2002, and amended from time to time, is hereby further amended by adding text amendments to: Appendix A Kingsland Zoning and Land Development Ordinance Article IV, Section 43 titled Zoning Map, Article VI, Section 61, titled Commercial Districts, and Article VII, Section 70 titled Minimum lot area, lot width, required yards, maximum building height and maximum lot coverage.

Passed and Adopted this the 14th day of January, 2019.

BY: _____
C. Grayson Day, Jr., Mayor

ATTEST: _____
Linda O’Shaughnessy, City Clerk

Sec. 43. - Zoning map.

If, in accordance with provisions of this Zoning and Land Development Ordinance, changes are made in the district boundaries or other information portrayed in the Official Zoning District Map, changes shall be made on the Official Zoning District Map promptly after the zoning decision has been approved by the Council, together with a numerical entry on the Official Zoning District Map referring to the application on file which states the date of the official action and the brief description of the nature of the changes.

Section 61. Commercial Districts.

61.1. C-1, Central Business District (CBD).

61.1.1. Intent of District. The intent of this district is to allow a more intense use of land within the Downtown Section of the City of Kingsland.

61.1.2. Required Conditions. All business, display, servicing, storage or processing shall be conducted within a completely enclosed building except where the nature of the activity makes it impossible, as for example, off-street loading, and automobile parking for customers while on the premises. Uses, processes or equipment employed shall be limited to those which are not objectionable by reason of odor, dust, bright lights, smoke, noise or vibration.

- (1) Any retail business or commercial use in which there is no processing or treatment of material goods, or products except as provided for, including:
 - (a) Appliance stores, including radio and television service.
 - (b) Art and antique shops.
 - (c) Retail Bakeries
 - (d) Banks and drive-in banks.
 - (e) Bicycle stores.
 - (f) Book, stationery, camera or photographic supply stores.
 - (g) Confectionery stores.
 - (h) Clothing, shoes, millinery, dry-goods and notions.
 - (i) Ice Cream Parlors.
 - (j) Drug stores.
 - (k) Furniture, home furnishings, including office furniture and equipment.
 - (l) Florist, nursery and gift shop.
 - (m) Grocery, fruit, vegetable, meat market, delicatessen, catering and super markets.
 - (n) Hardware and paint stores.
 - (o) Jewelry stores.
- (2) Any of the following service businesses:
 - (a) Barber and beauty shops.
 - (b) Cafes, grills, lunch counters, restaurants and brew pubs.

- (c) Dress making and tailoring shops.
 - (d) Dry cleaning and laundry establishments, including pick-up stations but not including self-service laundry.
 - (e) Shoe repair shops.
- (3) Office Building.
 - (4) Fall-out shelters provided the requirements in Section 83 are met.
 - (5) Signs as provided in Section 120.
 - (6) Theaters, but not including drive-in theaters.
 - (7) Funeral Parlors
 - (8) Public utility structures and buildings, including electric and natural gas, substations, telephone exchanges, radio and television stations, and similar structures for the storage of supplies, equipment or service operations when properly screened as required in Section 59.
 - (9) Churches and other places of worship with attendant education and recreational buildings.
 - (10) Private clubs, fraternal orders or lodges.
 - (11) Commercial parking garages or lots provided no entrance or exit be on the same side of the street and within the same block as a school and the curb break be limited to two for each 100 feet of street frontage, each not to exceed 30 feet in width and not located closer than 20 feet to a street intersection.
 - (12) Multi-family dwellings provided the requirements in the R-3 Residential Districts are met.
 - (13) All uses of a predominantly retail nature, including:
 - (14) Electrical supplies.
 - (15) Heating and plumbing equipment.
 - (16) Dairy products.
 - (17) Sporting goods.
 - (18) Finance, Insurance, real estate offices and Construction Sales.
 - (19) Public and private schools and libraries.
 - (20) Hotels and motels.
 - (21) Bed and Breakfast Inn
 - (22) Amusement enterprises including the provision of stage entertainment.
 - (23) Places of assembly including auditoriums, stadiums, coliseums and dance halls.
 - (24) Temporary uses, including sale of Christmas trees, carnival, church bazaars; but not including seasonal sale of fruits and vegetables from roadside stands, but such uses shall not be permitted for a period to exceed two months in any calendar year.
 - (25) Open air markets.

61.1.3. The following uses may be permitted as special exceptions by the City Council in accordance with the provisions of Article XXIV:

- (1) Printing, blue printing, book binding, Photostatting, lithography and publishing establishments.
- (2) Columbariums as an accessory use for fee simple churches

61.1.4. Prohibited Uses

- (1) Manufactured Housing
- (2) Automobile and motorcycle sales (new and used)
- (3) Automobile service stations
- (4) Car washes
- (5) Building, Plumbing, Electrical and Commercial Contractors vehicle, equipment Storage, Lay down yards, bulk material storage
- (6) Automotive repair shops
- (7) Tires, batteries, and other automotive accessories sales and installation.
- (8) Automobile rental

61.2. C-1A, Commercial Corridor District.

61.2.1. *Intent of District.* Within a C-1A Commercial Corridor District, uses are restricted to those which are designed to serve the automobile, its passengers and highway users and to provide community shopping facilities consisting of a wide variety of sales and service facilities while maintaining a welcoming appearance to those approaching downtown

61.2.2. *Required Conditions.* All business, display, servicing, storage or processing shall be conducted within a completely enclosed building except where the nature of the activity makes it impossible, as for example, off-street loading, automobile parking for customers while on the premises, miniature golf courses, and the sale of automobiles or equipment employed shall be limited to those which are not objectionable by reason of odor, dust, bright lights, smoke, noise or vibration.

61.2.3. *Within C-1A Commercial Corridor District,* the following uses are permitted:

- (1) All uses permitted in a C-1 District
- (2) Automobile service stations and convenience stores provided the requirements in Section 85 are met.
- (3) Tires, batteries, and other automotive accessories, provided there is no outdoor storage of new or used merchandise.
- (4) Automobile sales (new and used), which need not be enclosed, but any mechanical or body repair must be conducted entirely within a structure which shall not have any openings, other than windows, when facing a residential district or within 100 feet of a said district and provided that all vehicles on a used car lot be in operating condition at all times.
- (5) Automobile rental, which need not be enclosed, but any mechanical or body repair must be conducted entirely within a structure which shall not have any openings, other than windows, when facing a residential district or within 100 feet of a said district and provided that all vehicles on a used car lot be in operating condition at all times.

- (6) Automobile laundry or car wash provided that a paved area shall be located on the same lot for the storage of vehicles awaiting entrance to the washing process sufficient to contain a number of vehicles (at 200 square feet per vehicle) equal to one-third of the practical hourly capacity of the washing machine and in addition that curb breaks be limited to two (2) each, not to exceed 20 feet to a street intersection and that the washing operation occurs within a semi-enclosed structure equipped with wastewater handling.
- (7) Automobile, travel trailers, and mobile home sales, automobile repair garages, mechanical and body, provided all operations are conducted in a building which shall not have any openings, other than a stationary window, within 100 feet of a residential district and which shall not store or otherwise maintain any parts or waste material outside such building. No commercial or private vehicles shall be stored on the street right-of-way.
- (8) Wrecker, towing and auto transport services, provided all operations and storage are conducted in a secured fenced area. Such fence shall fully obstruct visibility from the street and all surrounding properties and be of wood or masonry materials or chain-link with full vegetative hedge.
- (9) Signs as provided in Section 120. (10) Bus stations.
- (11) Boat sales, indoor and outdoor. (12) Motorcycle sales.
- (13) Amusement enterprises, such as Miniature and Par-3 golf, golf driving ranges, skating rinks and similar enterprises but excluding "go-kart" type miniature auto racing track.
- (14) Restaurants, including drive-in establishments, provided that where such a drive-in establishment abuts a residential district it shall be separated by a six (6) foot high masonry wall and have no light shining directly into the residential district.
- (15) Accessory buildings and uses when located on the same lot or parcel of land as the main structure and customarily incidental thereto, provided the requirements in Section 82 are met.
- (16) Veterinary hospitals or clinics, provided any structure or open area used for such purpose shall be a minimum of one hundred (100) feet from a residential district.
- (17) Ambulance service.
- (18) Bowling alleys.
- (19) Self-service laundry.
- (20) Shopping centers and/or malls.
- (21) Supermarkets, grocery stores.
- (22) Farm and garden supplies.
- (23) Hospitals, sanitariums, clinics, convalescent centers, funeral homes, or nursing homes.
- (24) Tattoo parlors
- (25) Care facilities, to include (but not limited to) child day care, family daycare, group day care, and similar care facilities.
This use is conditioned upon
 - (1) the property being properly fenced for the safety of those being cared for, and
 - (2) there is suitable access in and out of the facility so as not to cause a traffic and/or safety hazard.

(26) Existing single family residential

61.2.4. The following uses may be permitted as special exceptions by the City Council in accordance with the provisions of Article XXIV:

1. Mini-warehouse storage provided the following requirements are met:
 - a) No wholesale warehouse storage use or retail merchandise storage use shall be permitted.
 - b) Site will be buffered from view along public highways and right- of-ways and where abutting residential area.
 - c) General provisions of this Ordinance are met as specified in Article
2. Columbarium as an accessory use for fee simple churches.

61.3. C-2, General Commercial District.

61.3.1. Intent of District. Within a C-2 General Commercial District, uses are restricted to those which are designed to serve the automobile, its passengers and highway users and to provide community shopping facilities consisting of a wide variety of sales and service facilities

61.3.2. Required Conditions. All businesses servicing, storage or processing shall be conducted within a completely enclosed building except where the nature of the activity makes it impossible, as for example, off-street loading, automobile parking for customers while on the premises, miniature golf courses, and the sale of automobiles or equipment employed shall be limited to those which are not objectionable by reason of odor, dust, bright lights, smoke, noise or vibration.

61.3.3. Within C-2 General Commercial District, the following uses are permitted:

- (1) All uses permitted in a C-1 or C-1A District except single family residential.
- (2) Travel Trailer Parks, provided the requirements in Section 80 are met.
- (3) Truck Terminals, provided that acceleration and deceleration lanes of at least 200 feet are provided for trucks entering and leaving the site and that the truck traffic so generated will not create a safety hazard or unduly impede traffic movement.
- (4) Theaters, including drive-in theaters, provided acceleration and deceleration lanes of at least 200 feet are provided for the use of vehicles entering or leaving the theater and the volume of concentration of traffic will not constitute a safety hazard or unduly impede highway traffic movements, and provided the screen is not visible from any expressway, freeway, arterial or collector street located within 2,000 feet of such screen.
- (5) Accessory buildings and uses when located on the same lot or parcel of land as the main structure and customarily incidental thereto, provided the requirements in Section 82 are met.

61.2.4. The following uses may be permitted as special exceptions by the City Council in accordance with the provisions of Article XXIV:

1. Mini-warehouse storage provided the following requirements are met:
 - a) No wholesale warehouse storage use or retail merchandise storage use shall be permitted.
 - b) Site will be buffered from view along public highways and right-of-ways and where abutting residential area.
 - c) General provisions of this Ordinance are met as specified in Article
2. Columbarium as an accessory use for fee simple churches.

70.2. Commercial Districts

70.2.1. C-1, Central Business District

- (1) Minimum lot area: *3,000 square feet*
- (2) Minimum lot width: *30 feet*
- (3) Minimum front yard setback: *None; however, public walkways shall be accessible.*
- (4) Maximum front yard setback: *25 feet*
- (5) Minimum side yard:
None, unless the parcel is adjacent to a residential district, in which case the minimum side yard shall be 15 feet.
- (6) Minimum rear yard:
None, unless the parcel is adjacent to a residential district, in which case the minimum rear yard shall be 15 feet.
- (7) Maximum percentage of lot coverage:
None, except for new construction where setbacks must be presented.
- (8) Maximum building height: *45 feet*
- (9) Minimum Sidewalk width along street frontage: *5 feet.*
- (10) The main building entrance shall be located on a public street, or shall have a porch and canopy, or other architectural treatment, that announces a side or recessed entrance By extending to the sidewalk or street. Main entrances shall be defined by features such as transom windows, sidelights, recesses, lighting, architectural details, signs, or awnings.

70.2.2. C-1A, Commercial Corridor District

- (1) Minimum lot area: *7,500 square feet*
- (2) Minimum lot width at building line: *7*
- (3) Minimum front yard setback from public rights-of-way:
25 feet
- (4) Minimum side yard setback from property line of similar uses: *7 feet*
From street rights-of-way: *25 feet*
From property lines abutting existing residential uses: *15 feet*
- (5) Minimum rear yard setback abutting similar uses: *7 feet*
Abutting residential use: *15 feet*
- (6) Maximum building height: *55 feet*
- (7) Maximum percentage of lot coverage by buildings: *35%.*
- (8) Minimum Sidewalk width along street frontage: *5 feet*

70.2.3. C-2, General District

- (1) Minimum lot area: 10,500 square feet
- (2) Minimum lot width at building line: 75 feet
- (3) Minimum front yard setback from King Avenue (S.R. 40):
40 feet{from right-of-way}; From other public rights-of-way: 25 feet
- (4) Minimum side yard setback from property line of similar uses:
7 feet From street rights-of-way: 25 feet From property lines abutting existing residential uses: 15 feet
- (5) Minimum rear yard setback abutting similar uses:
7 feet Abutting residential use: 15 feet
- (6) Maximum building height: 55 feet
- (7) Maximum percentage of lot coverage by buildings: 35%
except that dwellings shall be subject to provisions of the R-1 district.

SECTION 00500

AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year 20____, by and between the City of Kingsland (hereinafter called OWNER) and M & E Construction (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Scope A: The project will include the replacement of approximately 2,600 existing residential and commercial water meters with AMR meters. The project also includes installation of AMR registers on approximately 175 existing water meters.

OR

Scope B: The project will include replacement of approximately 100 commercial water meters with AMR meters. The project also includes installation of AMR registers on approximately 20 existing water meters.

Article 2. ENGINEER.

The Project has been designed by **CARTER & SLOOPE, INC.** who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

- 3.1. CONTRACTOR agrees to commence Work under this Agreement on or before a date to be specified on a written "Notice to Proceed" of the OWNER and to fully complete

the Work within 180 consecutive calendar days from the "Notice to Proceed" date.

- 3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current as follows:

Seventy Thousand Three Hundred and Seven 35/100 Dollars (\$70,307.35)

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during performance of the Work as provided in paragraphs 5.1.1, 5.1.1.1, 5.1.1.2 and 5.2 below. All such payments will be measured by the schedule of values established in paragraph 14.1 of the General Conditions.

- 5.1.1 For Cost of Work: Progress payments on account of the Cost of the Work will be made:

- 5.1.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, including but not limited to liquidated damages, in accordance with

paragraph 14.2 of the General Conditions.

90% of the work completed (with balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

90% of the Cost of the Work (with the Balance being retainage) applicable to materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.1.2 Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less 200 percent of the Market value of the Work remaining and less such amounts as Engineer shall determine in accordance with Paragraph 14.4.4 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 14.5 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- 7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph section 4.2.1 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.
- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement
- 8.3 Performance and other Bonds

- 8.4 Notice of Award
- 8.5 General Conditions
- 8.6 Supplementary Conditions
- 8.7 Specifications bearing the title 2017 GEFA DWSRF – Water Meter Replacement and consisting of divisions as listed in table of contents thereof.
- 8.8 Addenda numbers _ to _ inclusive.
- 8.9 CONTRACTOR's Bid
- 8.10 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.2.1 and 3.2.2 of the General Conditions.
- 8.12 The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.2.1 and 3.2.2 of the General Conditions.

Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations

contained in the Contract Documents.

- 9.4 Any provision or part of the Contract documents held void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION IS CONTINUED ON PAGE 7

Article 10. OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in four (4) counterparts. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 20 .

OWNER

CONTRACTOR

By _____

BY 

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest 

Address for giving notices

Address for giving notices

City of KingslandM&E Construction107 S. Lee St10 E Main StKingsland, GA 31548Forsyth, GA 31029

(If OWNER is a public body, attach evidence
License No. _____
of authority to sign and resolution or other
documents authorizing execution of
Agreement)

Agent for service of process: _____

(If CONTRACTOR is a
corporation, attach evidence of
authority to sign)

END OF SECTION

City of Kingsland
Water Meter Replacement

C & S No.: K5000.119
2017 GEFA DWSRF

00500-7

**RESOLUTION DESIGNATING PUBLIC DEPOSITORY AND AUTHORIZING
WITHDRAWAL OF MUNICIPAL PUBLIC MONEYS**

TO: (Name/Address of Financial Institution) Ameris Bank 2509 Osborne Rd. St. Mary's, GA 31558 585	FROM: (Name/Address of Municipal Entity) City Of Kingsland 107 S Lee St Kingsland, GA 31548-5054
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Words or phrases preceded by a ☐ are applicable only if the ☒ is marked.

Under the Governing Municipality of:

State of: Georgia

"IT IS RESOLVED THAT:

Ameris Bank (the "Financial Institution"), qualified as a public depository under state law, is hereby designated as a depository in which the funds of this Municipality may from time to time be deposited;

The following described account(s) be opened and maintained in the name of this Municipality with the Financial Institution subject to the rules and regulations of the Financial Institution from time to time in effect;

The person(s) and the number thereof designated by title designated account(s) is hereby authorized, for and on behalf of this Municipality, to sign orders or checks in accordance with state law, for payment or withdrawal of money from said account(s) and to issue instructions regarding the same and to endorse for deposit, negotiation, collection or discount by Financial Institution any and all checks, drafts, notes, bills, certificates of deposit or other instruments or orders for the payment of money owned or held by said Municipality;

The endorsement for deposit may be in writing, by stamp, or otherwise, with or without designation of signature of the person so endorsing; and

Any one of the persons holding the offices of this Municipality designated below is hereby authorized to make oral or written requests of the Financial Institution for the transfer of funds or money between accounts maintained by this Municipality at the Financial Institution."

THIS RESOLUTION APPLIES TO (Select One): ☐ All Accounts

☐ Specific Account Number(s):

DATE OF RESOLUTION: 01/08/2019

NAME AND TITLE	SIGNATURE	NO. OF NECESSARY COUNTER SIGNATURES
Linda Filiz Morrow Finance Director		
Kathryn Lynn Greene Clerk of Court		
Morris Wayne Peeples Assistant Police Chief		
Charles Grayson Day Jr Mayor		

Additional comments or instructions:

This Resolution includes all of the provisions on Page 2.

This is to Certify, that the foregoing is a true and correct copy of resolutions duly and legally adopted by the governing body of Municipality at an open legal meeting held on the _____ day of _____ and said resolutions are now in full force and effect.

Signed by _____

Date

Clerk

The undersigned member of the governing body not authorized to sign orders or checks certifies that the foregoing is a correct copy of a resolution passed as therein set forth.

Linda Filiz Morrow
Title: Finance Director

Date

"IT IS FURTHER RESOLVED, that the Financial Institution be and is hereby authorized and directed to honor, certify, pay and charge to any of the accounts of this Municipality, all orders or checks for the payment, withdrawal or transfer of funds or money deposited in these accounts or to the credit of this Municipality for whatever purpose or to whomever payable, including requests for conversion of such instruments into cash as well as for deduction from and payment of cash out of any deposit, and whether or not payable to, endorsed or negotiated by or for the credit of any persons signing such instrument or payable to or for the credit of any other officer, agent or employee of this Municipality, when signed, accepted, endorsed or approved as evidenced by original or facsimile signature by the person(s), and the number thereof, designated by title for the accounts described in the foregoing resolution, and to honor any request(s) made in accordance with the foregoing resolution, whether written or oral, and including but not limited to, request(s) made by telephone or other electronic means, for the transfer of funds or money between accounts maintained by this Municipality at the Financial Institution, and the Financial Institution shall not be required or under any duty to inquire as to the circumstances of the issuance or use of any such instrument or request or the application or use of proceeds thereof.

FURTHER RESOLVED, that the Financial Institution be and is hereby authorized to comply with any process, summons, order, injunction, execution, distraint, levy, lien, or notice of any kind (hereafter called "Process") received by or served upon the Financial Institution, by which, in the Financial Institution's opinion, another person or entity claims an interest in any of these accounts and Financial Institution may, at its option and without liability, thereupon refuse to honor orders to pay or withdraw sums from these accounts and may hold the balance therein until Process is disposed of to Financial Institution's satisfaction.

FURTHER RESOLVED, that any one of the persons holding the offices of this Municipality designated above is hereby authorized (1) to receive for and on behalf of this Municipality, securities, currency or any other property of whatever nature held by, sent to, consigned to or delivered to the Financial Institution for the account of or for delivery to this Municipality, and to give receipt therefor, and the Financial Institution is hereby authorized to make delivery of such property in accordance herewith, (2) to sell, transfer, endorse for sale or otherwise authorize the sale or transfer of securities or any other property of whatever nature held by, sent to, consigned to or delivered to the Financial Institution for the account of or for delivery to this Municipality, and to receive and/or apply the proceeds of any such sale to the credit of this Municipality in any such manner as he/she/they deem(s) proper, and the Financial Institution is hereby authorized to make a sale or transfer of any of the aforementioned property in accordance herewith, and (3) in accordance with state law, to accept such security, if applicable, and to execute such documents as said officer deems proper and necessary to secure the funds of this Municipality and to issue instructions regarding the same.

FURTHER RESOLVED, that this Municipality assumes full responsibility for any and all payments made or any other actions taken by the Financial Institution in reliance upon the signatures, including facsimiles thereof, of any person or persons holding the offices of this Municipality designated above regardless of whether or not the use of a facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed to any instrument if such signatures resemble the specimen or facsimile signatures provided to the Financial Institution, for refusing to honor any signatures not provided to the Financial Institution, for honoring any requests for the transfer of funds or money between accounts or for the instructions from the persons designated in the foregoing resolutions regarding security for the accounts notwithstanding any inconsistent requirements of this Municipality not expressed in the foregoing resolutions, and that this Municipality agrees to indemnify and hold harmless the Financial Institution against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the Financial Institution resulting from or arising out of any such payment or other action.

Select if applicable: ☐ **Further Resolved**, the Financial Institution is authorized to honor facsimile and other non-manual signatures and may honor and charge the Municipality for all negotiable instruments, checks, drafts, and other orders for payment of money drawn in the name of the Municipality, on its regular accounts, including an order for electronic debit, whether by electronic tape or otherwise, regardless of by whom or by what means the facsimile signature or other non-manual signature may have been affixed, or electronically communicated, if such facsimile signature resembles the specimen attached to this Resolution or filed with the Financial Institution, regardless of whether misuse of a specimen or non-manual signature is with or without the negligence of the Municipality. The Specimen Facsimile Signature Exhibit, if attached, is incorporated into and is an integral part of this Resolution. The Municipality indemnifies the Financial Institution for all claims, expenses, and losses resulting from the honoring of any signature certified or refusing to honor any signature not so certified.

FURTHER RESOLVED, that the Secretary or Clerk of this Municipality be and hereby is authorized and directed to certify to the Financial Institution the foregoing resolutions, that the provisions thereof are in conformity with law, the names, incumbencies and specimen or facsimile signature(s) on this resolution and, if applicable, on signature cards of the officer or officers named therein, and that the foregoing resolutions and signature cards, if any, and the authority thereby conferred shall remain in full force and effect until this Municipality notifies the Financial Institution to the contrary in writing; and the Financial Institution may conclusively presume that such resolutions and signature cards are in effect and that the persons identified therein from time to time as officers of the Municipality have been duly elected or appointed to and continue to hold such offices.

FURTHER RESOLVED, that this resolution authorizes the Financial Institution to honor all orders or checks when bearing, or purporting to bear, the facsimile signature(s) provided below, if any, by any 1 of the named officers, or in an attached Exhibit when indicated."

Facsimile Signature

Facsimile Signature

☐ The Specimen Facsimile Signature Exhibit attached is incorporated into and is an integral part of this Resolution.

By initialing, I acknowledge this is page 2 of 2 of the Resolution Designating
Public Depository and Authorizing Withdrawal of Municipal Public Moneys

Initials

Initials

Initials

Initials

Bid Tabulation
 RFP #COK 19-007
 Asphalt Resurfacing LMIG 2018
 Thursday, December 6, 2018

Vendor	Royal Ave.	Castle Oak Ct.	W. Outlaw Ave.	Lakeside Ave.	N. Satilla St.	E. Grady Ave.	Lake Pines Dr.	Acorn Ct.	Baytree Ct.	S.Arizona St.	Total Project Cost.
Kudzue 3 Trucking & Paving Inc.	\$33,512.80	\$20,655.36	\$32,573.92	\$22,115.84	\$34,034.40	\$10,432.00	\$21,594.24	\$8,397.76	\$8,397.76	\$36,120.80	\$227,834.8
Seaboard Construction	\$35,454.28	\$22,496.00	\$34,228.60	\$24,220.56	\$34,188.00	\$10,792.90	\$22,023.28	\$9,516.65	\$9,558.25	\$35,725.10	\$238,203.6
Blackjack Asphalt											No Bid Submitted
Charlie Hester Construction											No Bid Submitted

*RFP was advertised on the City of Kingsland and GMA Websites.

Bid Tabulation
RFP COK #19-008
Pavement Restriping/Marking
Thursday, December 13, 2018 @ 2:00 PM

Vendor	Cost of Thermoplastic	Cost of Paint
Midstate Construction & Striping	\$21,000.00	\$18,400.00
Peek Pavment Marking, LLC	\$32,350.00	\$16,700.00

Request for Proposal was advertised on City of Kingsland and GMA website.

Attachment: Bid Tabulation-Pavement Restriping-Marking Dec 2018 (2471 : Bid Award:

City of Kingsland
RFP #COK 19-015
Purchase of One (1) 1/2 Ton 4WD Pick-Up Truck
Department of Planning & Zoning
Wednesday, December 19, 2018

Vendor	Year	Make	Model	ETA	Cost Per Vehicle	Delivery Fee
Ginn Chrysler-Jeep-Dodge-Ram	2019	Dodge	Ram 1500	8-10 Weeks	\$26,506.00	Included
Murray Ford Kingsland	2019	Ford	F-150	Mar-19	\$28,087.00	N/A
Brannen Motor Company	2019	Ford	F-150	14-16 Weeks	\$30,430.00	N/A
Gwinnett Place Ford	2018	Ford	F-150	10-14 Days	\$32,592.42	Included

City of Kingsland
RFP #COK 19-015
Purchase of One (1) 3/4 Ton 4WD Pick-Up Truck
Water Department-Drainage
Wednesday, December 19, 2018

Vendor	Year	Make	Model	ETA	Cost Per Vehicle	Delivery Fee
Brannen Motor Company	2019	Ford	F-250	10-12 Weeks	\$30,755.00	N/A
Murray Ford Kingsland	2019	Ford	F-250	10-12 Weeks	\$30,762.00	N/A
Ginn Chrysler-Jeep-Dodge-Ram	2019	Dodge	Ram Crew Cab	May/June 2019	\$32,361.00	Included
Gwinnett Place Ford	2018	Ford	F-250	10-14 Days	\$32,934.06	Included

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

Bid Tabulation
 Laurel Island Lift Station
 Thursday, January 10, 2019

Vendor	Project Cost	Additional Cost of Flygt Pumps	Total Cost
Southern Civil, LLC	\$89,646.00	\$1,250-Added to grand total if choosing Flygt pumps over Grunfos	\$90,896.00
Woodard Construction, Co.	\$161,600.00	N/A	\$161,600.00
GoForth Williamson, Inc.			NO BID SUBMITTED
Rowell Contracting			NO BID SUBMITTED
Charlie Hester Construction			NO BID SUBMITTED
Tencarva Machinery Co.			NO BID SUBMITTED

Request for Proposal was advertised on City of Kingsland and GMA website.