



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • JUNE 8, 2020

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. A Public Hearing on the Application from SWS, LLC to Rezone Parcels 093 035A, 093 035B and 093 036B to C-2 (General Commercial District) for the Purpose of a Proposed Retail Establishment. the Three Parcels Are Located on the East Side of I-95 and on the South Side of Harrietts Bluff Road. -

II. CALL TO ORDER AND WELCOME GUESTS

III. INVOCATION AND PLEDGE TO THE FLAG

IV. ROLL CALL

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

Mayor
Mayor Pro Tem
Councilman
Councilman
Councilman

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. FY 2019 Audit Presentation -
By Trey Scott, CPA of Mauldin & Jenkins, CPAs

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

IX. PLANNING AND ZONING

1. Approval Of: Final Plat Waters Edge Phase V -

Zoning is PD/R-1, approval of 43 lots on 10.84 acres. Water and sewer are available . There is one difference between the preliminary plat that was approved and the final plat that is being presented - a 5' drainage way and utility easement has been added between rear of lots 143, 144 and 145 of Phase 3 and along the east side of lots 146, and 166 of Phase 5.

Planning Commission recommends approval.

2. Approval Of: Rezoning of Three (3) Parcels on Harrietts Bluff Road -

SWS, LLC has applied for a rezoning of three (3) parcels totaling approximately 3.57 acres located east of I-95 North on the south side of Harrietts Bluff Road. The purpose of the rezone request is for a proposed Dollar General retail establishment. The current zoning of all 3 parcels is C-4 (Interchange Commercial) and all parcels are currently undeveloped. A majority of the city and county parcels in the surrounding area are zoned commercial or industrial.

This area of Harrietts Bluff Road continues to be developed for commercial and industrial businesses and this proposed development would be in harmony with the character of the area and would benefit the residents of the Harrietts Bluff Road area. The applicant's proposed Dollar General retail establishment would require a zoning of C-2 (General Commercial) to allow for a more flexible commercial use on the property.

Planning Commission recommends approval.

X. NEW BUSINESS

1. Adoption Of: Ordinance #2020-05, Community Risk Reduction Ordinance -
2. Adoption Of: Ordinance #2020-06, an Ordinance to Amend Chapter 7 of the Code of Ordinances by Renaming Article II of Chapter 7 and by Adding a New Article to be Known as Article II - Emergency Management with City Limits. -
3. Bid Award: Gross Road Restriping -

Scope of work includes all striping to be completed using thermoplastic with reflective beads. Project begins on Gross Road at SR40 intersection continuing north for approximately 11,360 lineal feet ending at Laurel Island Parkway intersection. Project also includes all crosswalks and stop bars on side roads. Public Works director recommends low bid, Peek Pavement Marking, LLC, in the amount of \$45,750. This project is funded by SPLOST VII.

4. Bid Award: Sidewalk Replacement -

Scope of work includes contractor constructing 5 feet wide sidewalk approximately .25 miles long, starting at Charles Gilman Boulevard and ending at Lake Wellington Drive existing sidewalk. Public Works director recommends low bid, Jax Utilities Management, Inc in the amount of \$27,000. This project is funded with LMIG 2018 funds and SPLOST VII for the required match.

5. Bid Award: 4 Post Wheel Alignment Rack -

Fleet Services Director recommends lowest bid meeting specifications, Lewis Tool and Equipment, Inc in the amount of \$31,683.03. This equipment is funded in the Fleet Services department.

6. Bid Award: Grove Boulevard Sewer Improvements -

City engineer, Carter & Sloope, Inc recommend low bid from Woodard Construction Company, Inc in the amount of \$654,360. This project is funded in the 2016 GEFA Clean Water loan with repayment from Water/Sewer Operations Fund and SPLOST VII Fund.

7. Bid Award: WTP#1 Aerator Replacement -

City engineer, Carter & Sloope, Inc recommend low bid from Sawcross, Inc in the amount of \$334,000. This project is funded in the 2017 GEFA Drinking Water loan with repayment from Water Operations Fund.

8. Approval Of: School Resource Officers Contracted Services Agreement -

9. Notice: the City of Kingsland Intends to Sign Programmatic Agreement Addendum -

XI. MAYOR AND COUNCIL ANNOUNCEMENT

XII. ADJOURNED



Planning and Zoning

105 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3097)

Meeting: 06/01/20 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland

Initiator: Natalie Moreland

Sponsors:

DOC ID: 3097

9.1.a

3.3

Final Plat-Waters Edge-Phase V

Waters Edge-Phase 5-Final Plat

The Waters Edge area of the city continues to be a popular place to live in the city. This phase of the Waters Edge development follows the same PD (Plan Development) that was originally submitted when the project was first developed. With this phase of the development, the developer wishes to be approved for 43 more lots on 10.84 acres. Water and sewer services are available for the site at the right-of-way. Zoning: PD/R-1

The proposed development fits within the context of the area and is consistent with the original Planned Development. This will offer an opportunity for more residences in the area. There is one difference between the preliminary plat that was approved and the final plat that is being presented.

1) A 5' drainage way and utility easement has been added between rear of lots 143, 144, and 145 of Phase 3 and along the east side of lots 146 and 166 of Phase 5. This will help with the drainage issues in this area.

Staff recommends approval.

Attachment: waters edge - 2 (3106 : Approval Of: Final Plat Waters Edge Phase V)



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: June 1, 2020

City Council Meeting Date: June 8, 2020

Agenda Item: Waters Edge – Phase 5 - Final Plat

Background:

The Waters Edge area of the city continues to be a popular place to live in the city. This phase of the Waters Edge development follows the same PD (Plan Development) that was originally submitted when the project was first developed. With this phase of the development, the developer wishes to be approved for 43 more lots on 10.84 acres. Water and sewer service are available for the site at the right-of-way. **Zoning: PD-R1**

Summary:

The proposed development fits within the context of the area and is consistent with the original Planned Development. This will offer an opportunity for more residences in the area. There is one difference between the preliminary plat that was approved and the final plat that is being presented.

1) A 5' drainage way and utility easement has been added between rear of lots 143, 144, and 145 of Phase 3 and along the east side of lots 146 and 166 of Phase 5. This will help with the drainage issues in this area.

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends approval

Scott L. Kimball
Planning Director

Attachment: June 2020-Final Plat-Waters Edge Phase V (3097 : Final Plat-Waters Edge-Phase V)
Attachment: waters edge - 2 (3106 : Approval Of: Final Plat Waters Edge Phase V)

APPLICATION FOR FINAL SUBDIVISION PLAT—KINGSLAND, GA

APPLICANT: Read **Part A** completely, then answer each item in **Part B**. Please print or type. Do not write in **Part C**. The Planning Department will help you, if necessary. Failure to supply complete information will result in plat disapproval. You must file this application and all required materials with the Planning Department at least 25 days before the Planning Commission meeting at which it will be considered.

**Part A—General Information**

You are encouraged to read articles XII through XIV of the Kingsland Zoning and Land Development Ordinance. These articles describe the standards each subdivision must meet and explain the procedures the City will follow to review your proposed plat. The sketch below shows these steps for a typical plat. See Section 122 for filing fees and Section 129 for exceptions.

Application, fee, and required materials filed with Planning Department

Planning Commission Reviews Preliminary Plat (recommends action)

City Council Reviews Preliminary Plat (approves/disapproves)

Planning Commission Reviews Final Plat (recommends action)

City Council Reviews Final Plat (approves/disapproves)

Mayor/Commission Chairman Sign Approved Final Plat

Superior Court Clerk Records Approved Final Plat

You should be aware of these important requirements:

- No work may begin on the proposed subdivision (with the exception of clearing underbrush for surveying or engineering purposes) until the preliminary plat has been approved and any required permits obtained.
- No lots shall be sold until the final plat has been approved.
- The final plat shall be approved only after all applicable requirements of the subdivision regulations and other regulations have been met.

Part B — Applicant Only

1. Your Name: Jeff Foster Phone: 912-729-3564

Address: P.O. Box 365 Kingsland, Ga 31548

2. Owner, if not same:

Name: Waters Edge Kingsland Property Holdings, LLC

Address: P.O. Box 365 Kingsland, Ga 31548

3. What is your interest if you are not the owner?

Agent for Owner

4. Name of proposed subdivision: Waters Edge - Phase V

5. Location of subdivision: Neighborhood: Waters Edge

Street: Holston Circle

Parcel Number: 108 071

Lot Number: _____

6. Present zoning: PD-R1

7. Number of proposed lots: 43 Lots & 1 Tract

8. Area of proposed subdivision: 10.84 Ac.

9. Please attach the following items to this application. This application will NOT be considered complete and cannot be processed until you have done so.

- Final Plat (Original and 9 copies)

- Vicinity Map

- Proof of ownership

10. Signed: [Signature]

Date: 5/7/2020

Part C - Planning Official Only

1. Date application was filed: 5/8/20

2. Was this at least 26 days before the Planning Commission meeting at which it will be reviewed? ☒ Yes ☒ No ok by SP

3. Checked by: Scott Kimball, James George, Ron King

4. Are Final Plat and application complete? ☒ Yes () No

5. Correct fee paid? ☒ Yes () No () Not applicable

6. Date final plat reviewed by Planning Commission: 6/1/20

() Approved () Disapproved

Conditions of approval or reasons for disapproval: _____

Attachment: June 2020-Final Plat-Waters Edge Phase V (3097) - Final Plat-Waters Edge-Phase V
Attachment: waters edge - 2 (3106) : Approval Of: Final Plat Waters Edge Phase V

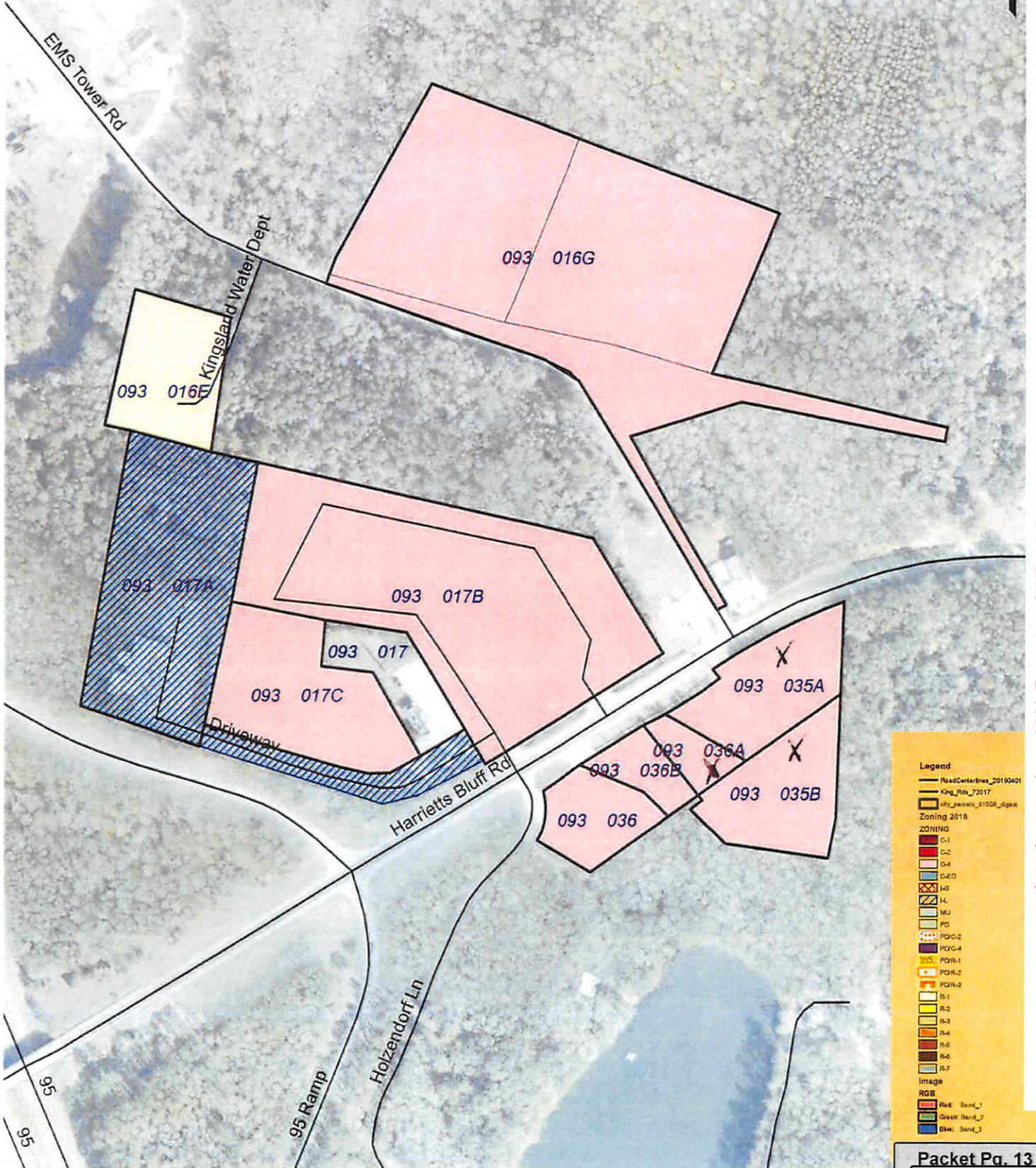


Attachment: June 2020-Final Plat-Waters Edge Phase V (3097 : Final Plat-Waters Edge-Phase V)
Attachment: waters edge - 2 (3106 : Approval Of: Final Plat Waters Edge Phase V)





City Of Kingsland Zoning



Attachment: June 2020-Rezoning-SWS, LLC (3095 : Rezoning-SWS, LLC Harrietts Bluff Rd)

Attachment: Rezoning SWS (3105 : Approval Of: Rezoning of Three (3) Parcels on Harrietts Bluff Road)



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 093035B
 Class Code Residential
 Taxing District KINGSLAND
 KINGSLAND
 Acres 1.5

Owner SWS LLC
 1065 SEA PALMS WEST DR
 ST SIMONS ISLAND GA 31522
 Physical Address HARRIETTS BLUFF RD
 Assessed Value Value \$16295

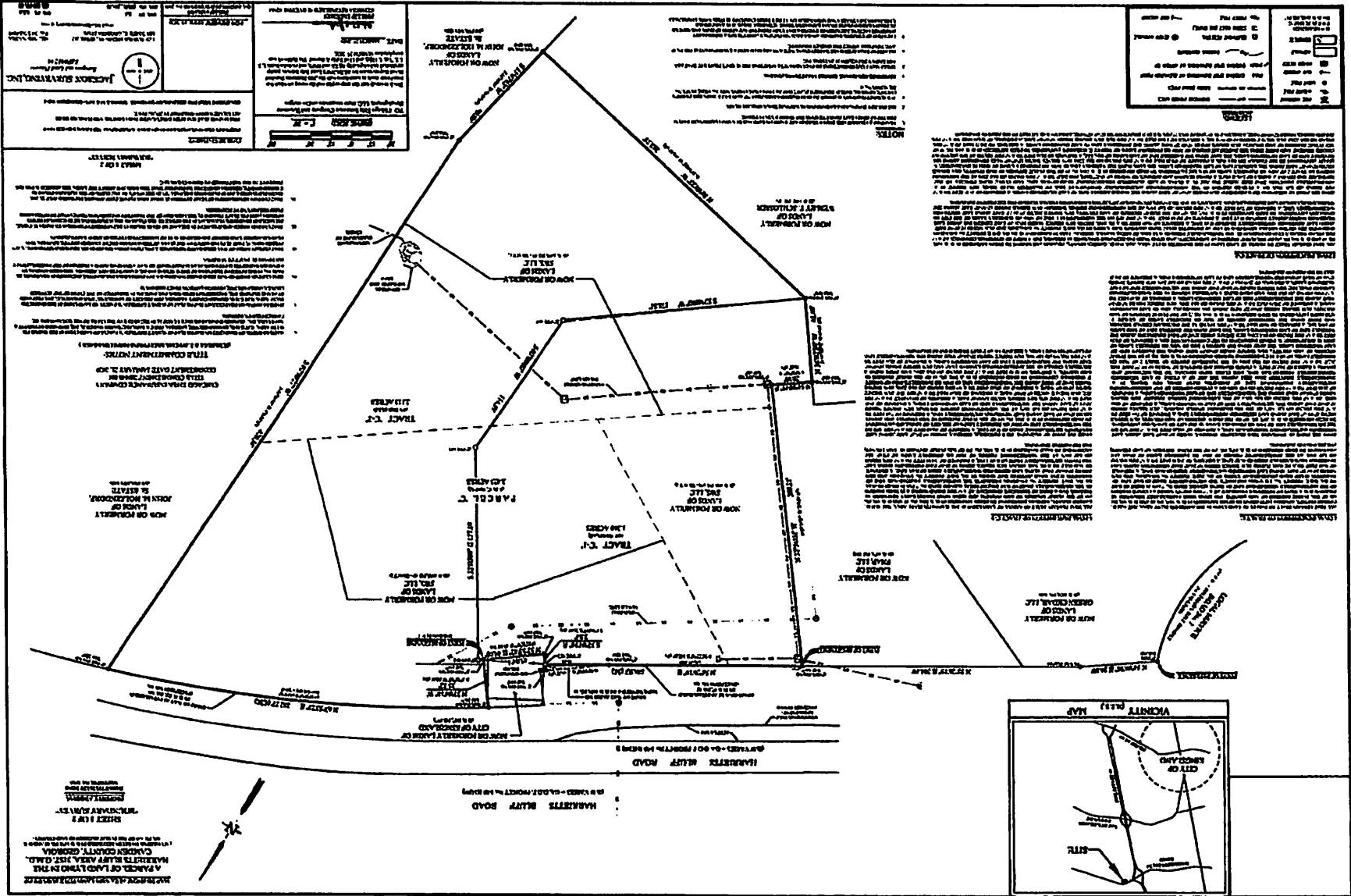
Last 2 Sales					
Date	Price	Reason	Qual		
12/1/2008	0	MN	U		
12/1/2008	0	MN	U		

(Note: Not to be used on legal documents)

Date created: 5/11/2020
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Developed by  Schneider
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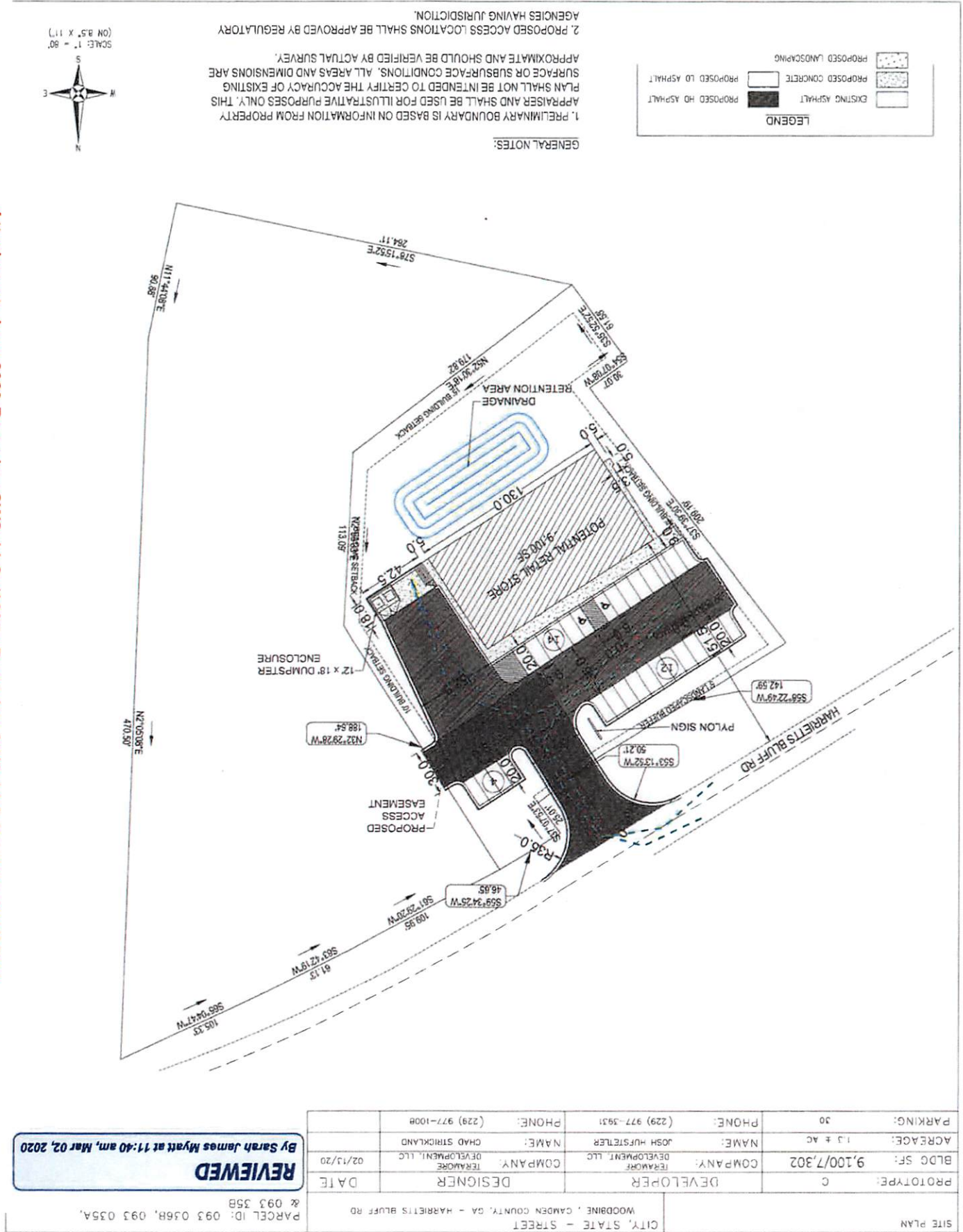
Attachment: June 2020-Rezoning-SWS, LLC (3095 : Rezoning-SWS, LLC Harrietts Bluff Rd)
 Attachment: Rezoning SWS (3105 : Approval Of: Rezoning of Three (3) Parcels on Harrietts Bluff Road)





Attachment: June 2020-Resoning-SWS, LLC (3095 : Resoning-SWS, LLC-Harrietts Bluff Rd.)

Attachment: Rezoning SWS (3105 : Approval Of: Rezoning of Three (3) Parcels on Harrietts Bluff Road)



TRAFFIC IMPACT STUDY

Dollar General
Harrietts Bluff Road
Camden County, GA



COASTAL ENGINEERING
AND CONSULTING

April 2020

Attachment: June 2020-Rezoning-SWS. LLC (3095 : Rezoning-SWS. LLC-Harrietts Bluff Rd)
Attachment: traffic impact (3105 : Approval Of: Rezoning of Three (3) Parcels on Harrietts Bluff Road)

Traffic Impact Study – Dollar General - Harrietts Bluff Road

<i>Title</i>	
Dollar General Traffic Impact Study Camden County, GA	
<i>Prepared For</i>	<i>Date</i>
Chad Scarbor Teramore Development, LLC P.O. Box 6460 Thomasville, GA 31758	April 17, 2020
<i>Prepared By</i>	<i>Report By</i>
Coastal Engineering & Consulting 6605 Abercorn Street, Suite 214F Savannah, GA 31405 (912) 964-4509	C. Scott Burns, P.E. (912) 964-4509 Ext. 700
This study describes a traffic analysis to determine if improvements are required along Harrietts Bluff Road due to a proposed Dollar General development in Camden County, GA. The proposed project will consist of a 9,100 sf building with a single access point near the Harrietts Bluff Road intersection with EMS Tower Road. Based on the findings in this study, no turning lane (left or right) will be required from Harrietts Bluff Road into the development.	

April 2020

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8-43 HAZARDOUS MATERIALS

Sec. 43-1. Purpose.

The purpose of this article is to provide for the control and containment of hazardous materials after accident or discharge. The purpose of this article is not to impose upon the city, or any of its officers and agents, any obligation to secure or remove any hazardous materials from the city. Further, nothing in this article is intended to relieve any owner or person in possession of hazardous material of any obligation imposed by state or federal law. Specifically, nothing in this article shall be deemed to permit the possession, storage, or use of hazardous material, except in conformance with all state, federal, or local laws.

Sec. 43-2. Application.

This article shall apply to all incidents involving hazardous waste or hazardous materials within the boundaries of the city, and to all persons who may possess such materials found within the city. However, notwithstanding anything to the contrary stated herein, these ordinances shall not apply to the extent that they are pre-empted by federal or state legislation or regulations.

Sec. 43-3. Definitions.

For the purpose of this article, the following definitions apply:

“Cleanup” shall mean the management, control, containment, recovery, removal, or neutralization of any released hazardous material for the purpose of promoting or protecting public health or safety.

“Hazardous materials” shall mean those substances or materials in such quantity and form which may pose an unreasonable risk to health and safety or property. “Hazardous materials” may include, but are not limited to, explosives, radioactive materials, etiologic agents, flammable liquids and solids, combustible liquids or solids, poisons, oxidizing or corrosive materials, and compressed gases which are listed by the Materials Transportation Bureau of the United States Department of Transportation in Title 49 of the Code of Federal Regulations, and any amendment thereto.

“Person” shall mean any individual, corporation, partnership, trust, or other legal entity.

“Responsible party” shall mean any individual, partnership, corporation, association, trust, or other person who is wholly or partially responsible for the release of any hazardous material within the city.

“User” shall mean any person who manufactures, transports, owns, uses, handles, stores, or has the legal authority to control hazardous materials. The term “user” shall also mean and encompass any officers, directors, employees, or other agents of any person who manufactures, transports, owns, uses, handles, stores, or has the legal authority to control hazardous materials.

Sec. 43-4. Duty to report.

Any person who causes or has knowledge of any discharge or release (intentional or otherwise) of hazardous materials, in any manner which poses an actual or potential threat to people, animals, wildlife, vegetation, property, or the environment, shall immediately report the incident to the city fire department.

Sec. 43-5. Cleanup.

The user or transporter of a hazardous material which is intentionally or accidentally discharged or released within the city shall, in addition to reporting the accident as required by section 43-4, take immediate action to cause the discharge or release to be cleaned up in an environmentally safe and scientifically sound manner, and to restore the site and the surrounding environment.

Sec. 43-6. Intentional discharge or release.

The intentional discharge or release of a hazardous material within the city is strictly prohibited.

Sec. 43-7. Cost recovery.

(a) Upon the completion of any cleanup or mitigation of hazardous materials (regardless of whether the discharge of such materials is intentional or accidental) in which city employees participated, all costs of the cleanup shall be itemized by each city department involved, including the fire department. Such costs shall include, but are not limited to:

- 1) Charges for each responding vehicle, including but not limited to vehicles utilized by the fire department, police department, code enforcement employees, and public works department.
- 2) Replacement costs for equipment that is contaminated or otherwise damaged beyond reuse or repair.
- 3) All personnel-related expenses incurred by the city, including but not limited to wages, salaries, fringe benefits, and insurance for full-time, part-time, and volunteer employees. These personnel-related expenses shall be calculated for the period beginning when the affected departments begin responding to the incident and shall continue until all city personnel have concluded all activities related to the hazardous materials.
- 4) Expenses of decontaminating and cleaning equipment.
- 5) Technical consulting services specifically required as a result of the incident, including but not limited to technical experts or specialists not otherwise available to the city.
- 6) Laboratory costs of analyzing samples taken during the incident.
- 7) Costs of cleanup, storage, or disposal of the hazardous materials.
- 8) Medical and hospital expenses incurred as a result of the incident.

- 9) Legal, engineering, accounting billing, collection, and other administrative expenses incurred as a result of the incident, including but not limited to the costs of any actions to recover expenses pursuant to this article.
- (b) As soon as practicable, the city shall send to the responsible party or parties an assessment in the form of an invoice containing an itemized list of all expenses related to the cleanup or mitigation of the release. The assessment shall include a description of all incurred costs. The city shall make reasonable efforts to send assessments within 30 days of the date of discharge or release. If the city is unable to provide a complete assessment within that timeframe, then the city shall advise the responsible party or parties of the reason for the delay and the approximate date by which it can expect to receive a complete assessment and invoice.
- (c) Each responsible party shall be jointly and severally liable to the city for the costs of the cleanup for which they are responsible. Such costs may be collected by any lawful means including, but not limited to, appropriate court proceedings. All funds received from responsible parties shall be forwarded to the finance officer for deposit in the city treasury.
- (d) Any amounts remaining unpaid 30 days after issuance of an assessment shall bear interest at the highest rate permitted by law. Further, if the city or any other governmental agency that investigates a discharge determines that the owner of the real property upon which the abatement of the emergency took place was responsible for the discharge of hazardous materials thereon, then any charges not paid within 30 days of the issuance of the assessment shall be a lien upon the land or premises where the abatement took place.
- (e) If a responsible party contests an assessment, he/she shall have ten days from receipt of same to serve a written notice of appeal on the City Manager. A hearing shall be held and a written decision made by the City Manager within 15 days thereafter. If the party is not satisfied with the decision of the City Manager, the matter shall be placed on the agenda for the next regular meeting of the City Council for further consideration. A final decision shall be made within 15 days thereafter.
- (f) Any and all costs recovered from a responsible party shall be separate from and in addition to any penalty that may be assessed for any violation of any provision of this article. Any and all costs recovered pursuant to this article from a responsible party shall likewise be separate from and in addition to any penalties, fines, or other charges imposed under state or federal law.
- (g) The minimum charges for hazardous-materials emergency responses on behalf of the city shall be based upon the following schedule:
- (1) Emergency response vehicles:
 - a) Ladder truck, per hour: \$300.00
 - b) Engine, per hour: \$250.00
 - c) Command type vehicle, per hour: \$100.00
 - d) Service vehicle, per hour: \$150.00
 - e) Police response vehicle, per hour: \$75.00

- (2) For activities requiring specialized equipment and/or specialized personal safety protection, charges shall be calculated with reference to EPA/OSHA protection levels based on EPA protective ensembles, as follows:
 - a) Level A, per man hour: \$200.00
 - b) Level B, per man hour: \$150.00
 - c) Level C, per man hour: \$100.00
 - d) Level D, per man hour: \$50.00
- (3) Emergency clean-up containment response:
 - a) Manpower: Same as above.
 - b) Absorbents: Normal resupply fee.
- (4) Contaminated equipment. A responsible party shall be financially responsible for replacement of any routine or specialized equipment that becomes contaminated during response, containment, abatement, and recovery efforts.
- (5) Personnel. Reimbursement for personnel utilized during any response, containment, abatement, and recovery efforts shall be at 1½ times their hourly pay rate(s) except as annotated below:
 - a) Department head, per hour: \$ 50.00
- (6) Other types of vehicles:
 - a) Track hoe, per hour: \$250.00
 - b) Back hoe, per hour: \$200.00
 - c) Dump truck, per hour: \$100.00
 - d) Hauler, per hour: \$150.00
 - e) Vac-Con, per hour: \$250.00
 - f) Crew trucks, per hour: \$50.00

Sec. 43-8. Penalties.

- (a) Any person who fails to report a discharge or release as required by section 43-4 shall be assessed a penalty not to exceed \$1,000.00. Each 24-hour period during which the incident is not reported shall constitute a separate violation.
- (b) Any person who intentionally discharges or releases, or causes another to discharge or release, any hazardous materials from their safe container in any manner which poses an actual or potential threat to people, animals, wildlife, vegetation, property, or the environment, shall be assessed a penalty not to exceed \$1,000.00.
- (c) Any person who fails to take any action required by this article shall be assessed a penalty not to exceed \$1,000.00. Each 24-hour period during which a person fails to take an action required by section 43-5 shall constitute a separate violation.

Sec. 43-9. Use of costs and penalty collected.

- (a) The city shall establish a special account for the purpose of depositing and holding any costs or penalties collected under this article. This account shall be utilized to provide additional training, equipment, and materials to aid in the mitigation of further incidents and releases. This account will be known as the hazardous materials mitigation fund, and will be administered in coordination with the finance department.
- (b) All costs and penalties collected under this article shall be placed in the hazardous materials mitigation fund.
- (c) Unless the proceeds of such funds are utilized for citywide training to enhance the hazardous material emergencies capabilities of the city, all city departments responding to the incident will be eligible for funding from this account, based upon amount of invoiced charges.

Sec. 43-10. Emergency operations.

The fire chief of the city or his designated representative shall take, and be in control of, any actions necessary to mitigate a hazardous materials incident within the city, except where state or federal agencies have jurisdiction by law.

Sec. 43-11. Enforcement.

The fire chief of the city or his designated representative(s) shall be responsible for enforcing this article.

ORDINANCE NO. 2020-06

AN ORDINANCE TO AMEND CHAPTER 7 OF THE CODE OF ORDINANCES BY RENAMING ARTICLE II OF CHAPTER 7 AND BY ADDING A NEW ARTICLE TO BE KNOWN AS “ARTICLE III – EMERGENCY MANAGEMENT WITH CITY LIMITS”

WHEREAS, the City of Kingsland previously adopted the ordinances codified in Article II of Chapter 7, which is titled “Emergency Management Policy”;

WHEREAS, the ordinances set forth in Article II of Chapter 7 consist of the emergency management ordinances adopted by Camden County;

WHEREAS, the City of Kingsland adopted and codified the Camden County emergency management ordinances in order to confirm its support and ratification of those ordinances;

WHEREAS, the City of Kingsland believes that it would be prudent to adopt its own emergency management ordinances in addition to those adopted by Camden County;

WHEREAS, O.C.G.A. §§ 38-3-27 through 38-3-28 and 38-3-54 through 38-3-56 authorizes the City of Kingsland to provide its own emergency management within the City limits (in addition to those services, if any, provided by county, state, or federal authorities);

WHEREAS, the city governing authority believes that an ordinance should be adopted to protect for the health and safety of persons and property during an emergency or disaster resulting from manmade or natural causes;

WHEREAS, the Georgia Emergency Management Agency is the state agency assigned responsibility for the coordination of all organizations for emergency management activities within this state;

WHEREAS, the Camden County Emergency Management Agency is an established emergency management agency; and

WHEREAS, to insure an effective and coordinated response to disasters the City of Kingsland wishes to coordinate emergency management activities and response with the

Georgia Emergency Management Agency and the Camden County Emergency Management Agency.

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

Article II of Chapter 7 of the Code of Ordinances, which is currently titled “Emergency Management Policy,” is hereby amended to be titled “Camden County Emergency Policy.”

Further, Chapter 7 of the Code of Ordinances is hereby amended by adding “Article III. – City of Kingsland Emergency Management Policy,” as follows:

Article III. – City of Kingsland Emergency Management Policy

Sec. 7-30. - Emergency management and response powers.

(a) *Declaration of local emergency.*

(1) *Grant of authority.* In the event of an actual or threatened occurrence of a disaster or emergency, which may result in the large-scale loss of life, injury, property damage or destruction or in the major disruption of routine community affairs, business or governmental operations in the city and which is of sufficient severity and magnitude to warrant extraordinary assistance by federal, state, and local departments and agencies to supplement the efforts of available public and private resources, the Mayor is hereby granted sole authority to declare a local emergency for the City of Kingsland. The form of the declaration shall be similar to that provided in subsection (b) of this Code section.

(2) *Request for state assistance.* Consistent with a declaration of local emergency, the Mayor may request the Governor to provide assistance, provided that the disaster or emergency is beyond the capacity of the city to meet adequately and state assistance is necessary to supplement local efforts to save lives and protect property, public health and safety, or to avert or lessen the threat of a disaster.

(3) *Continuance.* The declaration of local emergency shall continue until the Mayor and City Council finds that emergency conditions no longer exist, at which time, the Mayor shall execute and file with the City Clerk a document marking the end of the state of emergency. No state of local emergency shall continue for longer than 30 days, unless renewed by the Mayor. The city governing authority

may, by resolution and in accordance with the city charter, end a state of local emergency at any time.

(4) *Effect of declaration of local emergency.*

a. *Activation of emergency operations plan.* A declaration of emergency by the Governor or a declaration of local emergency by the Mayor shall automatically activate the local emergency operations plan and shall be authority for the deployment of personnel and use of any forces to which the plan applies and for use or distribution of any supplies, equipment, materials, and facilities assembled, stockpiled or arranged to be made available pursuant to the Georgia Emergency Management Act or any other laws applicable to emergencies or disasters.

1. In the event of a declaration of an emergency by the Governor or a declaration of local emergency by the Mayor, the City of Kingsland Police Chief or his/her designee shall serve as the City of Kingsland Emergency Management Director. The Emergency Management Director shall have the legal authority to exercise the powers and discharge the duties conferred by law, including the implementation of the applicable local emergency operations plan, coordination of the emergency responses of public and private agencies and organizations, coordination of recovery efforts with county, state, and federal officials, and inspection of emergency or disaster sites.

2. In responding to the emergency and conducting necessary and appropriate survey of the damages caused by the emergency, the Emergency Management Director or his/her designee is authorized to enter at a reasonable time upon any property, public or private, for the purpose of evaluating sites involved with emergency management functions to protect the health, safety, and welfare of the public.

3. The Emergency Management Director is authorized to execute a right of entry and/or agreement to use property for these purposes on behalf of the city; however, any such document shall be later presented for ratification by the city governing authority.

4. No person shall refuse entry or access to any authorized representative or agent of the city who requests entry for purposes of evaluating sites involved with emergency management functions to protect the health, safety, or welfare of the public, and who presents appropriate credentials. Nor shall any person

obstruct, hamper or interfere with any such representative while that individual is in the process of carrying out his or her official duties.

b. *Emergency powers.* Following a declaration of emergency and during the continuance of such state of emergency, the Mayor is authorized to implement local emergency measures to protect life and property or to bring the emergency situation under control. In exercising this authority, the Mayor may cause to become effective any of the sections of this chapter as appropriate. If any of these sections is included in a declaration of local emergency, the same shall be filed in the office of the City Clerk and shall be in effect until the declaration of local emergency has terminated.

c. *Authority to waive procedures and fees.* Pursuant to a declaration of emergency, the city governing authority is authorized to cause to be effective any of the subsections of section 7-32 of this chapter as appropriate. The implementation of such subsections shall be filed in the office of the City Clerk.

d. *Additional emergency powers.* The Emergency Management Director shall have and may exercise for such period as the declared emergency exists or continues, the following additional emergency powers:

1. To direct and compel the evacuation of all or part of the population from any stricken or threatened area, for the preservation of life or other disaster mitigation, response, or recovery;
2. To prescribe routes, modes of transportation, and destinations in connection with evacuation;
3. To make provision for the availability and use of temporary emergency housing, emergency shelters, and/or emergency medical shelters.
4. To transfer the direction, personnel, or functions of any city departments and agencies or units thereof for the purpose of performing or facilitating emergency services;
5. To utilize all available resources of the city and subordinate agencies over which the city has budgetary control as reasonably necessary to cope with the emergency or disaster;
6. To utilize public property when necessary to cope with the emergency or disaster or when there is compelling necessity for the protection of lives, health and welfare; and/or the property of citizens;

7. To suspend any law, code provision, or regulation prescribing the procedures for conduct of city business, or the orders, rules, or regulations of any city agency, if strict compliance with any ordinance, resolution, order, rule, or regulation would in any way prevent, hinder, or delay necessary action in coping with the emergency or disaster, provided that such suspension shall provide for the minimum deviation from the requirements under the circumstances and further provided that, when practicable, specialists shall be assigned to avoid adverse effects resulting from such suspension;

8. To provide benefits to citizens upon execution of an intergovernmental agreement for grants to meet disaster-related necessary expenses or serious needs of individuals or families adversely affected by an emergency or disaster in cases where the individuals or families are unable to meet the expenses or needs from other means, provided that such grants are authorized only when matching state or federal funds are available for such purposes;

9. To perform and exercise such other functions, powers, and duties as may be deemed necessary to promote and secure the safety and protection of the civilian population, including individuals with household pets and service animals prior to, during, and following a major disaster or emergency.

(b) *Form of declaration.* Upon the declaration of local emergency, an official “Declaration of Local Emergency,” in substantially the same form set forth below, shall be signed and filed in the office of the City Clerk and shall be communicated to the citizens of the affected area using the most effective and efficient means available. The declaration shall state the nature of the emergency or disaster, the conditions that require the declaration and any sections of this chapter which shall be in effect.

“DECLARATION OF LOCAL EMERGENCY

WHEREAS, the City of Kingsland, Georgia has experienced an event of critical significance as a result of *[DESCRIPTION OF EVENT]* on *[DATE]*; and

WHEREAS, in the judgment of the Mayor of the City of Kingsland, there exist emergency circumstances requiring extraordinary and immediate corrective actions for the protection of the health, safety and welfare of the citizens of the City of Kingsland, including individuals with household pets and service animals; and

WHEREAS, to prevent or minimize injury to people and damage to property resulting from this event;

NOW, THEREFORE, pursuant to the authority vested in me by local and state law;

IT IS HEREBY DECLARED that a local state of emergency exists and shall continue until the conditions requiring this declaration are abated.

WHEREFORE, IT IS ORDERED:

- (1) That the applicable local emergency operations plan is hereby activated;
- (2) That the following sections of the City of Kingsland Code be implemented: _____; and
- (3) That the following measures also be implemented:
_____.

ENTERED at [TIME] on [DATE].

[Signed]

Mayor, City of Kingsland.”

(c) *Contracts with local governments.* In addition to the normal agreements embodied in the applicable local emergency operations plan for mutual emergency assistance, the city may contract with any municipality or county for the administration of a local emergency response program.

Sec. 7-31. Enforcement and remedies.

(a) *Law enforcement.* In accordance with O.C.G.A. § 38-3-4, the City of Kingsland police department shall be authorized to enforce the orders, rules, and regulations contained in this chapter and/or implemented by the Emergency Management Director or local governing authority during a declared emergency.

(b) *Penalties.* Failure to comply with any of the requirements or provisions of the regulations contained in this chapter, or with any code section, order, rule, or regulation made effective by the Emergency Management Director or local governing authority upon or after the declaration of an emergency shall constitute a violation of the provisions of this chapter. Any person who violates any provision in this chapter shall, upon conviction thereof, be punishable by a fine not exceeding \$1,000.00, imprisonment for a term not exceeding 180 days, or both such fine and imprisonment, for each violation. Each person assisting in the commission of a violation, shall be guilty of separate offenses. Each day during which a violation or failure to comply continues shall constitute a separate violation.

(c) *Injunctive relief.* In accordance with O.C.G.A. § 38-3-5, in addition to the remedies prescribed in this section, the Emergency Management Director is authorized to obtain an injunction to restrain violation of laws, code sections, orders, rules, and regulations which are contained in the Georgia Emergency Management Act and/or this code, and/or which are implemented by the local governing authority during a declared emergency.

(d) *Enforcement.* Except as otherwise provided in this chapter, this ordinance may be enforced by the City of Kingsland police department.

Sec. 7-32. Authority to waive procedures and fee structures.

(a) *City business.* Upon declaration of an emergency or disaster by the Governor or Mayor, the affairs and business of the city may be conducted at places other than the regular or usual location, within or outside of the city, when it is not prudent, expedient or possible to conduct business at the regular location. When such meetings occur outside of the city, all actions taken by the city governing authority shall be as valid and binding as if performed within the city. Such meetings may be called by the presiding officer or any two members of the governing body without regard to or compliance with time-consuming procedures and formalities otherwise required by law.

(b) *Public works contracts.* Upon declaration of an emergency or disaster by the Governor or Mayor, the city may contract for public works without letting such contract out to the lowest, responsible bidder and without advertising and posting notification of such contract for four weeks; provided, however, that the emergency must be of such nature that immediate action is required and that the action is necessary for the protection of the public health, safety and welfare. Any public works contract entered into pursuant to this subsection shall be entered on the minutes of the city as soon as practical and the nature of the emergency described therein in accordance with O.C.G.A. § 36-91-22(e). Any E-Verify affidavit or other state required affidavit shall be obtained from any contractor if otherwise required by law.

(c) *Purchasing.* Upon declaration of an emergency or disaster by the Governor or Mayor, the purchasing ordinances, regulations or policies may be suspended. City officials shall continue to seek to obtain the best prices during the state of local emergency. Emergency purchases requested by City officials shall also require the approval of the Mayor and/or City Manager.

(d) *Code enforcement.* Upon declaration of a state of emergency or disaster by the Governor or the Mayor, the city governing authority may temporarily suspend the enforcement of the ordinances of the city, or any portion thereof, where the emergency is of such nature that immediate action outside the code is required, such suspension is consistent with the protection of the public health, safety and welfare, and such suspension is not inconsistent with any federal or state statutes or regulations.

(e) *Fees.* Upon declaration of a state of emergency or disaster by the Governor or the Mayor, the city may temporarily reduce or suspend any permit fees, application fees or other rate structures as necessary to encourage the rebuilding of the areas impacted by the disaster or emergency. The term “fees” include fees or rates charged by the city for building permits, land disturbance permits, zoning applications, special land use permits, temporary land use permits and other fees relating to the reconstruction, repair and cleanup of areas impacted by the disaster or emergency. The term “fees” does not include fees collected by the city on behalf of the state or federal government or fees charged by the city pursuant to a state or federal statute or regulation.

(f) *Temporary dwellings.* Upon the declaration of a state of emergency or disaster by the Governor or Mayor, the city or its designees may issue temporary mobile home, trailer, recreational vehicle or other temporary dwelling structures or parks in any zoning district, even though not otherwise permitted by development code, while the primary dwelling is being repaired. The temporary permit shall not exceed six months in duration. Upon expiration of the temporary permit and/or extension, the temporary dwelling must be removed.

Sec. 7-33. Registration of building and repair services.

(a) In accordance with O.C.G.A. § 38-3-56, before building, constructing, repairing, renovating or making improvements to any real property, including dwellings, homes, buildings, structures or fixtures within an area in the city designated in a declared emergency or disaster, any person, firm, partnership, corporation or other entity must register with the city clerk and secure a building permit that is posted at the work site. Each day any such entity does business in the city without complying with this ordinance constitutes a separate offense.

(b) The cost of registration fees in a declared emergency or disaster is fixed at \$50.00 per annum. Registration is nontransferable. The cost of the emergency building permit shall be equal to the cost for a building permit under existing regulations. The permit shall only be authorized for repairs.

(c) When registering, any person, partnership, corporation or other entity making application must, under oath, complete an application, providing the following information:

- (1) Name of applicant;
- (2) Permanent address and phone number of applicant;
- (3) Applicant’s Social Security number or federal Employer Identification number;
- (4) If applicant is a corporation, the state and date of incorporation;

- (5) Tag registration information for each vehicle to be used in the business;
- (6) List of cities and/or counties where the applicant has conducted business within the past 12 months;
- (7) Georgia sales tax number or authorization;
- (8) Georgia business license number, if required.
- (9) Copy of license from Secretary of State, if required.
- (10) A signed and sworn affidavit verifying the applicant's legal presence in the United States as required by O.C.G.A. § 50-36-1.
- (11) At least one secure and verifiable document as defined in O.C.G.A. § 50-36-2.

(d) *Effective date.* This section shall become effective only upon the signing of a declaration of emergency, stating this section is in effect. Unless otherwise specified in the declaration of emergency or otherwise extended by the city governing authority, the provisions of this Code section shall remain in effect during the state of emergency and for a subsequent recover period of three months.

Sec. 7-34. Closed or restricted areas and curfews during emergency.

(a) To preserve, protect or sustain the life, health, welfare, or safety of persons, or their property, within a designated area under a declaration of emergency, it shall be unlawful for any person to travel, loiter, wander, or stroll in or upon the public streets, highways, roads, lanes, parks or other public grounds, public places, public buildings, places of amusement, eating places, vacant lots or any other place during a declared emergency between hours specified by the Mayor until the curfew is lifted.

(b) To promote order, protect lives, minimize the potential for looting and other crimes, and facilitate recovery operations during an emergency, the Mayor shall have discretion to impose reentry restrictions on certain areas. The Mayor shall exercise such discretion in accordance with the applicable local emergency operations plan, which shall be followed during emergencies.

(c) The provisions of this section shall not apply to persons acting in the following capacities:

- (1) Authorized and essential law enforcement personnel;
- (2) Authorized and essential health care providers;
- (3) Authorized and essential personnel of the city;
- (4) Authorized National Guard or federal military personnel;

- (5) Authorized and essential firefighters;
 - (6) Authorized and essential emergency response personnel;
 - (7) Authorized and essential personnel or volunteers working with or through an emergency management agency (EMA);
 - (8) Authorized and essential utility repair crews;
 - (9) Citizens seeking to restore order to their homes or businesses while on their own property or place of business;
 - (10) Other authorized and essential persons as designated on a list compiled by Emergency Management Director.
- (d) *Enforceability.* This section shall be enforced by officers of the law enforcement personnel approved to provide aid and assistance during the emergency. Nothing contained in this section shall prohibit a law enforcement officer from bringing other charges under state law.
- (e) *Effective date.* This section shall become effective only upon the signing of a declaration of emergency, stating this section is in effect.”

All ordinances and parts of ordinances in conflict with this ordinance are hereby expressly repealed.

Ordained this _____ day of June, 2020, by the Mayor and Council of the City of Kingsland, Georgia.

CITY OF KINGSLAND, GEORGIA

BY: _____

Dr. C. Grayson Day Jr., Mayor

ATTEST: _____

Linda O' Shaughnessy, City Clerk

Bid Tabulation
Gross Road Restriping
RFP #20-029
Tuesday, May 19, 2020 @ 2:00 PM

Vendor	Total Cost of Project	Estimated Time of Completion
Peek Pavement Marking, LLC	\$45,750.00	10 Days
Mid State Construction & Stripeing, Inc.	\$54,500.00	60 Days

Bid Tabulation
 Sidewalk Replacement
 RFP #20-027
 Tuesday, May 12, 2020 @ 2:00 PM



Vendor	Total Cost of Project	Estimated Time of Completion
Jax Utilities Management, Inc.	\$27,000.00	7 Days
Platinum Paving and Concrete	\$34,879.00	30 Days
Urey Companies, LLC	\$38,123.70	14 days
Burt Wright Construction, Inc.	\$41,500.00	19 Days
Hayward Construction Group, LLC	\$41,712.00	30 Days
Blount & Sons Concrete Finishing Service, Inc.	\$46,200.00	60 Days
Albertie Contracting , LLC	\$46,200.00	60 Days
C&G Concrete Construction Co., Inc.	\$61,200.00	17 Days
Flint River Construction	\$53,000.00	30 Days
Allen Owens Construction	\$59,921.38	60 Days
Pro Service Group	\$118,875.00	60 Days

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

Bid Tabulation
 4 Post Wheel Alignment Rack
 RFP #20-033
 Tuesday, May 12, 2020 @ 2:30 PM



Vendor	Total Cost of Equipment	Estimated Time of Delivery
Certified Lift Installation & Maintenance Corp.	\$22,691.56*	60 Days
Certified Lift Installation & Maintenance Corp.	\$23,432.41*	80 Days
Lewis Tool and Equipment, LLC	\$31,683.03	10-15 Days
RDI Equipment	\$31,934.00	20- Days

* Item does not meet specifications in RFP.

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



May 22, 2020

Mr. Lee Spell
City of Kingsland
107 South Lee St
Kingsland, GA 31548

SUBJECT: Recommendation of Award
Grove Boulevard Sewer Improvements
C&S File: K5000.120
GEFA CWSRF No.: 2016047

Mr. Spell:

As you are aware, bids were received and opened for the above subject project on Thursday, May 14th, 2020. A total of three (3) proposals were received, and Woodard Construction Company Inc., with a total base bid of **\$654,360.00**, was the low bidder.

It is Carter & Sloope, Inc.'s opinion that Woodard Construction Company Inc. has sufficient experience to complete the required work in accordance with the provided scope and within a reasonable time frame. At this time, Carter & Sloope, Inc. recommends the City of Kingsland enter into an Agreement with Woodard Construction Company Inc. to perform the work under the project titled, "Grove Boulevard Sewer Improvements" in the amount of **\$654,360.00**.

I have enclosed one (1) copy of the Bid Tabulation for your use and review along with one (1) copy of the Notice of Award. Upon approval, please sign the Notice of Award and return it un-dated to my attention. I'll forward it to the Contractor for his signature. All documents will be dated appropriately when executed specification booklets are distributed.

Please contact me with any comments or questions.

Sincerely,

CARTER & SLOOPE, INC.

Jared Wozny, P.E.

Enclosures: Bid Tabulation
Notice of Award

Attachment: Recommendation of Award - Grove Blvd Sewer (5.22.2020) (3100 : Bid Award: Grove Boulevard Sewer Improvements)

**BID TABULATION FOR ALL BIDS
RECEIVED AT KINGSLAND CITY HALL
ON THURSDAY, MAY 14, 2020**

**PROJECT: GROVE BOULEVARD SEWER IMPROVEMENTS
C&S PROJ. NO.: K5000.120**

Woodard Construction Company Inc.
3109 Memorial Dr.
Waycross, GA 31501

Rowell Contracting, Inc.
693 Third Street
Folkston, GA 31537

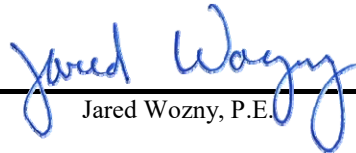
Seaboard Construction Company
P.O. Box 1437
Brunswick, GA 31521

BASE BID:

Sanitary Sewer System Improvements

Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	8" PVC Sanitary Sewer (14'+ cut)	115	LF	\$ 100.00	\$ 11,500.00	\$ 470.00	\$ 54,050.00	\$ 597.39	\$ 68,699.85
2	12" PVC Sanitary Sewer (14'+ cut)	265	LF	\$ 150.00	\$ 39,750.00	\$ 580.00	\$ 153,700.00	\$ 627.98	\$ 166,414.70
3	24" PVC Sanitary Sewer (14'+ cut)	460	LF	\$ 200.00	\$ 92,000.00	\$ 690.00	\$ 317,400.00	\$ 1,179.48	\$ 542,560.80
4	24" D.I. Sanitary Sewer (14'+ cut)	20	LF	\$ 350.00	\$ 7,000.00	\$ 700.00	\$ 14,000.00	\$ 996.03	\$ 19,920.60
5	5' Diameter Fiberglass Manhole	7	EA	\$ 30,000.00	\$ 210,000.00	\$ 35,000.00	\$ 245,000.00	\$ 44,277.41	\$ 309,941.87
6	Standard Manhole Ring & Cover	2	EA	\$ 650.00	\$ 1,300.00	\$ 1,000.00	\$ 2,000.00	\$ 1,058.04	\$ 2,116.08
7	Connect Sewer to Existing Manhole	3	EA	\$ 15,000.00	\$ 45,000.00	\$ 7,000.00	\$ 21,000.00	\$ 26,872.41	\$ 80,617.23
8	Asphalt Pavement Replacement	150	SY	\$ 100.00	\$ 15,000.00	\$ 80.00	\$ 12,000.00	\$ 400.77	\$ 60,115.50
9	Curb and Gutter Replacement	24	LF	\$ 65.00	\$ 1,560.00	\$ 100.00	\$ 2,400.00	\$ 109.22	\$ 2,621.28
10	Plug Existing Sewer	4	EA	\$ 2,500.00	\$ 10,000.00	\$ 1,100.00	\$ 4,400.00	\$ 3,308.97	\$ 13,235.88
11	Existing Manhole Abandonment	3	EA	\$ 3,000.00	\$ 9,000.00	\$ 1,000.00	\$ 3,000.00	\$ 6,301.10	\$ 18,903.30
12	Flowable Fill (Existing Sewer)	60	CY	\$ 175.00	\$ 10,500.00	\$ 250.00	\$ 15,000.00	\$ 1,694.67	\$ 101,680.20
13	Bypass Pumping	1	LS	\$ 140,000.00	\$ 140,000.00	\$ 50,000.00	\$ 50,000.00	\$ 556,755.77	\$ 556,755.77
14	Grassing	650	LF	\$ 5.00	\$ 3,250.00	\$ 10.00	\$ 6,500.00	\$ 9.61	\$ 6,246.50
15	Traffic Control	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 5,000.00	\$ 5,000.00	\$ 609,380.85	\$ 609,380.85
16	Supplemental Work Allowance (SWA)	1	N/A	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
TOTAL BASE BID				\$	654,360.00	\$	955,450.00	\$	2,609,210.41

I hereby certify that this is a true and accurate Bid Tabulation of bids received Thursday, May 14, 2020.


Jared Wozny, P.E.

5/15/2020
Date

Attachment: Recommendation of Award - Grove Blvd Sewer (5.22.2020) (3100 : Bid Award: Grove

NOTICE OF AWARD

To: WOODARD CONSTRUCTION COMPANY INC. Date: _____
3109 Memorial Dr.
Waycross, GA, 31501

PROJECT: **GROVE BOULEVARD SEWER IMPROVEMENTS**

The OWNER has considered the BID submitted by you on May 14th, 2020, for the above described WORK in response to its Advertisement for and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of

Six Hundred Fifty-Four Thousand Three Hundred Sixty 00/100 Dollars (\$654,360.00).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND and Certificates of Insurance with fifteen (15) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this _____ day of _____, 20____.

CITY OF KINGSLAND

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by **WOODARD CONSTRUCTION COMPANY INC.** this _____ day of _____, 20____.

By: _____

Title: _____



May 22, 2020

Mr. Lee Spell
City of Kingsland
107 South Lee St
Kingsland, GA 31548

SUBJECT: Recommendation of Award
2017 GEFA DWSRF: WTP #1 Aerator Replacement
C&S File: K5000.119
GEFA DWSRF No.: 2017016

Mr. Spell:

As you are aware, bids were received and opened for the above subject project on Thursday, April 23rd, 2020. A total of two (2) proposals were received, and Sawcross, Inc., with a total base bid of **\$334,000.00**, was the low bidder.

It is Carter & Sloope, Inc.'s opinion that Sawcross, Inc. has sufficient experience to complete the required work in accordance with the provided scope and within a reasonable time frame. At this time, Carter & Sloope, Inc. recommends the City of Kingsland enter into an Agreement Sawcross, Inc. to perform the work under the project titled, "2017 GEFA DWSRF: WTP #1 Aerator Replacement" in the amount of **\$334,000.00**.

I have enclosed one (1) copy of the Bid Tabulation for your use and review along with one (1) copy of the Notice of Award. Upon approval, please sign the Notice of Award and return it un-dated to my attention. I'll forward it to the Contractor for his signature. All documents will be dated appropriately when executed specification booklets are distributed.

Please contact me with any comments or questions.

Sincerely,

CARTER & SLOOPE, INC.

Jared Wozny, P.E.

Enclosures: Bid Tabulation
Notice of Award

Attachment: Recommendation of Award - WTP 1 Aerator Replacement (5.22.2020) (3099 : Bid Award: WTP#1 Aerator Replacement)

BID TABULATION FOR ALL BIDS
 RECEIVED AT CITY OF KINGSLAND
 107 South Lee St. Kingsland, GA 31548
 ON April 23, 2020, at 1:30PM

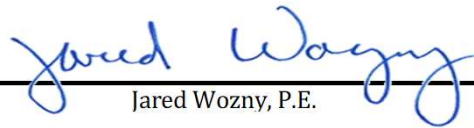
CARTER & SLOOPE, INC.
 CONSULTING ENGINEERS
 6310 Peake Road
 Macon, GA 31210

PROJECT:	BIDDERS:	Sawcross, Inc.	Southern Civil, LLC.
City of Kingsland			
2017 GEFA DSWRF - WTP #1 Aerator Replacement		10970 New Berlin Road	P.O. Box 9
C&S PROJECT NO.: K5000.119		Jacksonville, FL 32226	Townsend, GA 31331
BASE BID			
Lump Sum Bid Price		\$304,000.00	\$337,537.00
Allowance		\$30,000.00	\$30,000.00
Total Base Bid Amount		\$334,000.00	\$367,537.00

I hereby certify that this Bid Tabulation is a true and accurate representation of all Bids received on April 23, 2020.

4/23/2020

Date



Jared Wozny, P.E.

SECTION 00621-1
NOTICE OF AWARD

NOTICE OF AWARD

To: SAWCROSS, INC.
10970 New Berlin Road
Jacksonville, FL, 32226

Date: _____

PROJECT: **WATER TREATMENT PLANT #1 AERATOR REPLACEMENT**

The OWNER has considered the BID submitted by you on April 23rd, 2020, for the above described WORK in response to its Advertisement for and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of

Three Hundred Thirty-Four Thousand 00/100 Dollars (\$334,000.00).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND and Certificates of Insurance with fifteen (15) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this _____ day of _____, 20____.

CITY OF KINGSLAND

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by SAWCROSS, INC. this _____ day of _____, 20____.

By: _____

Title: _____



311 South East Street
Kingsland, GA 31548

Telephone: (912) 729-5687

Dr. John Tucker, Superintendent

Contracted Services Agreement

Name of Individual or Business: City of Kingsland

Address: P.O. Box 250 Kingsland, GA 31548

Social Security/Tax Identification Number: 58-6000-601

Date(s) of Service: (list individual dates) July 1, 2020 – June 30, 2021

Type of Service Provided: (3) School Resource Officers (2 for CCHS & 1 for CMS)

Contracted Service Fee Structure:

Flat Rate: _____ Total Flat rate: _____

OR

OR

Hourly rate: _____ Total based on hourly rate: _____

Hourly rate calculation: _____ (# of days ____ X # of hours ____ X hourly rate ____ = ____)

OR

OR

Other Fee Structure (Explain) Not to Exceed = Total Other \$ 131,929.00

CONTRACTOR'S SIGNATURE

Date

ADMINISTRATOR'S SIGNATURE

Date

SUPERINTENDENT'S SIGNATURE

Date

Accounting Code: 100-2600-9990-2600-000-20-21-0000-559500-00000 \$91,036.00

100-2600-9990-2600-000-31-21-0000-559500-00000 \$40,893.00

Tutoring: ☐ Not Applicable

* Camden County Schools reserves the right to terminate this contract at any time during the contract period.

* Payment is based on approved submitted timesheets for services rendered.

* The services will not be rendered beyond the contract date.

* The hourly rate for services rendered will not exceed \$25 per hour.

* Timesheets shall be submitted by June 1st.

* Student performance progress monitoring will be used as a factor to determine the continuation of services during or at the conclusion of a contract.

____ \$25/hr.- Ga. Cert. in the subject area tutoring or college degree and passed the GACE for the area tutoring.

____ \$15/hr.- No college degree, but passing GACE score for the area they tutoring.

____ \$10/hr.- CCHS students enrolled in Work Based Learning program/classes

TRS Approval:

Retired: Yes No

Certified/GACE: Yes No

Background Check: Yes No

____ Not Applicable

____ Granted

____ Not Granted

DEPUTY SUPERINTENDENT

Date

Revised 1

Board Members:

Jane Brown, Chairman • Jimmy Coffel, Vice-Chairman

Jason Chance • Jonathon Blount • Mark Giddens

Memorandum of Understanding Employment and Utilization of School Resource Officers

The Camden County School System, the City of Kingsland, and the Kingsland Police Department will partner with one another to help provide a safe and secure learning environment at Camden County High School and Camden Middle School. The employment of School Resource Officers will be an integral part meeting this objective. Officers will not only assist in maintaining this safe environment, they will also provide opportunities for counseling and mentoring students as well as delivering prevention and education programs.

Specific Goals and Objectives

The following goals and objectives will be the focus of the School Resource Officer's Duties.

1. Increase awareness and effectiveness of community-based policing programs.
2. Increase the effectiveness of the "Drug Free School Zone" policy through intervention and education programs at the school level.
3. Monitor and mentor, or counsel students consistent with the law and orders of the court, who are on probation for violations of both school rules and community laws.
4. Assist in improving the communication between the Juvenile Court system and the school officials.
5. Assist in developing programs that are aimed at preventing, reducing or responding to gang related activities.
6. Assist in activities that will decrease the truancy rates.
7. Assist in developing and implementing school safety programs.
8. Assist with disruptive students and violations of the law under the direction of the school principal.
9. Educate school officials and students in crime prevention and safety issues.
10. Assist in conflict resolution with students.
11. Assist in developing and maintaining school policies that address school safety, crime, emergencies and recommended procedural changes.
12. Assist in the identification of physical changes in the environment that may reduce crime in or around the school campus.

Program Issues

A. Supervision Responsibility of the SRO

The SRO will be assigned as full-time officers to Camden County High School and Camden Middle School. They will accept the responsibilities of a full-time faculty member and will be under the supervision of the building principal or his/her designee. The SRO work schedule and overtime hours will be the direct responsibility of the principal. Evaluation will be performed by the principal.

B. Decision Making Authority

The SRO will follow the policies and guidelines set forth by the Camden County School system while assigned to a school campus. The SRO does not, however, relinquish the responsibility to enforce the laws of the city or state when he/she witnesses a criminal violation. Statement, searches, interrogations or formal counseling of students must meet the requirements established by the building principal and the law.

C. Roles and Responsibilities

The City of Kingsland and the Kingsland Police Department will accept the following responsibilities for the implementation of the School Resource Officer Program:

- A. Receipt and distribution of funds to the SRO including salary, overtime, benefits, insurance, workman's compensation, unemployment benefits, and social security.
- B. Completion of program reports as requested by the Camden County School System and other agencies.
- C. Completion of annual financial reports or audit requirements as required by the Camden County School System.
- D. Oversee the, coordination, research and implementation of grant opportunities in cooperation with the Camden County School System.
- E. The Camden County School System will indemnify and hold harmless the City of Kingsland, the Kingsland Police Department, and the School Resource Officers for the actions and inactions of the School Resource Officers

The Camden County School System will accept the following responsibilities for the implementation of the School Resource Officer Program:

- A. Disbursement of City of Kingsland funds equal to an amount stipulated in a contract for purchased services agreed to by the Camden County School System and the City of Kingsland to provide SRO services between July 1, 2020 and June 30, 2021.
- B. Assignment of the SRO to offices at Camden County High School and Camden Middle School, with the appropriate administrative supplies necessary to fulfill the goals and objectives of the program.
- C. Assist in the researching and completion of any future grant opportunities.
- D. Coordinate after school activities with the SRO to provide for direct supervision by either the SRO or other law enforcement authorities.

Mayor, City of Kingsland, Georgia

Date

City Manager, City of Kingsland, Georgia

Date

Superintendent, Camden County Schools

Date

Date: May 26, 2020

Public Notice
City of Kingsland intends to sign
Programmatic Agreement Addendum

The use of federal funds under Section 106 of the National Historic Preservation Act, i.e. Community Development Block Grant- Disaster Recovery (CDBG-DR), requires the review of project impacts on historic properties. The City of Kingsland is planning to expedite delivery of disaster recovery funds to CDBG-DR recipients by adopting a streamlined process for Section 106 review of CDBG-DR projects. The City of Kingsland plans to sign an agreement which will exempt it from reviewing the types of activities that will not cause harm to historic properties. Projects with potential impacts to historic properties will still require full review as well as consultation with interested parties, Indian tribes, and the public.

A qualified historic preservation professional will implement the terms of this agreement. The agreement is an Addendum that allows the City of Kingsland to use the process already in place for FEMA projects. The Addendum is posted below, and the complete FEMA agreement is available on-line at: <https://www.hudexchange.info/onecpd/assets/File/GA-FEMA-Prototype-2014-PA-Section-106.pdf>

The City of Kingsland requests your comments on the Section 106 Programmatic Agreement. Please provide comments by June 11, 2020. If commenting via email, please include "Programmatic Agreement Addendum" in the subject heading.

Mailing Address:

P.O. Box 250
Kingsland, GA 31548

Email Address:

jgeedy@kingslandgeorgia.com

ADDENDUM

to

THE PROGRAMMATIC AGREEMENT AMONG

THE FEDERAL EMERGENCY MANAGEMENT AGENCY,

THE GEORGIA STATE HISTORIC PRESERVATION OFFICE,

THE GEORGIA EMERGENCY MANAGEMENT AGENCY,

UNITED KEETOOWAH BAND OF CHEROKEE INDIANS IN OKLAHOMA,

OTHER TRIBES PARTICIPATING AS INVITED SIGNATORIES;

and

THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

and PARTICIPATING UNITS OF GENERAL LOCAL GOVERNMENT

WHEREAS, FEMA makes assistance available to States, Commonwealths, communities, Federally recognized Indian Tribes (Tribes) and other eligible entities through programs set forth in Appendix A (Programs), pursuant to the Homeland Security Act of 2002, Pub. L. No. 107-296 (2002) (codified as amended at 6 U.S.C. § 101 *et seq.*); Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) [codified as amended at 42 U.S.C. § 5121 *et seq.*, (Stafford Act)]; the National Flood Insurance Act of 1968, Pub. L. No. 90-448 (1968) (codified as amended at 42 U.S.C. § 4001 *et seq.*); the Post-Katrina Emergency Management Reform Act of 2006, Pub. L. No. 109-295 (2006) (codified as amended at 6 U.S.C. § 741 *et seq.*); implementing regulations contained in Title 44 of the Code of Federal Regulations (CFR), Executive Order 13407, *Public Alert and Warning System* (2006); and such other acts, executive orders, implementing regulations, or Congressionally authorized programs as are enacted from time to time; and

WHEREAS, FEMA has developed a Prototype Programmatic Agreement (FEMA Prototype Agreement) pursuant to 36 CFR § 800.14(b)(4) in consultation with the Advisory Council on Historic Preservation (ACHP) and National Conference of State Historic Preservation Officers to serve as a basis for negotiation of a State/Tribal specific Programmatic Agreement with the State Historic Preservation Officer, State/Tribal Emergency Management Agency, and participating Tribe(s); and

WHEREAS, FEMA consulted with the Georgia State Historic Preservation Officer (SHPO), the Georgia Emergency Management Agency (GEMA), the Absentee-Shawnee Tribe of Oklahoma, Alabama Coushatta Tribe of Texas, Alabama-Quassarte Tribal Town of the Creek Nation, Catawba Indian Nation of Oklahoma, Cherokee Nation of Oklahoma, Coushatta Tribe of Louisiana, Eastern Band of Cherokee Indians, Eastern-Shawnee Tribe of Oklahoma, Kialegee Tribal Town, Mississippi Band of Choctaw Indians, Muscogee (Creek) Nation, Poarch Band of Creek Indians, Seminole Nation of Oklahoma, Seminole Tribe of Florida, Shawnee Tribe, and United Keetoowah Band of Cherokee Indians to execute the FEMA Prototype Agreement for its Programs in Georgia, and the Georgia State specific Agreement (Agreement) was executed by FEMA, SHPO, and GEMA on May 22, 2014; and

WHEREAS, under the Disaster Relief Appropriations Act of 2013 (Public Law 113-2, January 29, 2013); Further Continuing and Security Assistance Appropriations Act, 2017 (Public Law 114-254, December 10, 2016); Consolidated Appropriations Act, 2017 (Public Law 115-31, May 5, 2017); Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56, September 8, 2017); Bipartisan Budget Act of 2018 (Public Law 115-123, February 9, 2018); Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law 116-136, March 27, 2020) and other Congressionally authorized programs as are enacted from time to time, the U.S. Department of Housing and Urban Development (HUD) allocates Community Development Block Grant - Disaster Recovery (CDBG-DR) and Community Development Block Grant - Coronavirus (CDBG-CV) funds for disaster recovery activities similar to the activities covered by the Agreement; and

WHEREAS, the Georgia Department of Community Affairs (DCA) and signatory units of general local government have assumed HUD's environmental review responsibilities as Responsible Entities and are responsible for environmental review, decision-making and action, pursuant to Section 104(g) of the Housing and Community Development Act of 1974 (42 USC 5304(g)) and 24 CFR Part 58, and propose to administer CDBG-DR and CDBG-CV funds;

WHEREAS, Stipulation I.A.5. of the Agreement allows other Federal agencies, and state and local governments acting as Responsible Entities, to fulfill their Section 106 responsibilities for those types of activities covered under the terms of the Agreement by accepting and complying with the terms of the Agreement and executing this Addendum; and

WHEREAS, DCA and any signatory unit of general local government will ensure that staff who meet the Secretary of the Interior's Professional Qualifications Standards in Architectural History, Archeology, History, Architecture and/or Historic Architecture will conduct all applicable reviews in accordance with the Tier II Programmatic Allowances and Standard Project Review

provisions outlined in the Agreement and will provide resumes of such staff to the signatories to this Addendum; and

WHEREAS, if in the future a unit of general local government in Georgia assumes HUD's environmental review responsibilities (for CDBG-DR and CDBG-CV funds) as Responsible Entity and is responsible for environmental review, decision-making and action within their jurisdiction, pursuant to Section 104(g) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(g)) and 24 CFR Part 58, they may decide to participate and become a signatory to the Addendum at any time during the term of the Addendum, after consultation with local interested parties and SHPO, and provision of resumes of the qualified staff who will conduct all applicable reviews in accordance with the Tier II Programmatic Allowances and Standard Project Review provisions outlined in the Agreement.

NOW, THEREFORE, DCA and any signatory units of general local government agree to assume the federal agency role and accept the terms and conditions of the Agreement (and subsequent amendments adopted per stipulation IV.A.3 of the Agreement) as appropriate under HUD's authorizing legislation and regulations and thereby take into account the effect of their undertakings and satisfy their Section 106 responsibilities for the CDBG-DR and CDBG-CV programs for activities in Georgia.

DURATION AND EXTENSION. This Addendum to the Agreement will remain in effect for currently open disaster declarations and subsequent disaster declarations in the state of Georgia; however, the Addendum will not exceed the expiration date of the Agreement. DCA and any signatory unit of general local government may extend this Addendum to cover additional calendar years provided that the Agreement is also extended per stipulation IV.D.2. of the Agreement. DCA and any signatory units of general local government shall evidence their agreement to extend the Addendum in a written notice to the signatories of the Agreement.

EXECUTION AND IMPLEMENTATION of this Addendum to the Agreement evidences that DCA and any participating unit of general local government have taken into account the effects of their undertakings on historic properties and that through the execution of this Addendum and implementation of the Agreement will satisfy their responsibilities under Section 106 of the National Historic Preservation Act and its implementing regulations for the referenced CDBG-DR and CDBG-CV programs for activities in Georgia. This Addendum may be executed in counterparts, with separate signature pages. Units of general local government may decide to participate and become a signatory to the Addendum at any time during the term of the Addendum.