



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • APRIL 25, 2022

Regular Meeting

City Council Chamber

6:00 PM

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

I. CALL TO ORDER AND WELCOME GUESTS

II. ROLL CALL

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

Mayor
Councilman
Councilman
Councilwoman
Mayor Pro Tem

III. INVOCATION AND PLEDGE TO THE FLAG

IV. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular Council Meeting
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

V. PRESENTATION

- 1. FY 2021 Audit Presentation - by Trey Scott, CPA of Mauldin & Jenkins, CPAs -

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. NEW BUSINESS

- 1. Approval Of: Alcohol License for Race Trac Inc., DbA Race Trac #2534 -

Tara Middleton, Acting Agent for Race Trac Inc., dba Race Trac #2534 is applying for an alcohol license for packaged retail sale of beer/wine. The business is located at 168 Kings Bay Road.

2. Update on CDBG-DR - HRRP Grant - CDBG-DR Program Manager Justin Geedy

3. Approval Of: Ordinance 2022-07 - Amend Chapter 10, Article III, Franchises -
These changes have been reviewed and approved by legal counsel.

Staff recommends approval.

4. Approval Of: Contract for Professional Services with Coastal Regional Commission (CRC) -

This contract between the City of Kingsland and the Coastal Regional Commission is for administrative services for the RAISE Grant. Contract amount of \$30,000 shall be paid with fiscal year 2022 RAISE grant funds. *Staff recommends approval.*

5. Approval Of: Change Order for Grove Blvd. Sewer Improvements -

6. Discussion: Sec. 61. Commercial Districts Working Draft -

7. Proclamation: the Week of the Young Child -

8. Proclamation: Motorist Awareness Month -

IX. MAYOR AND COUNCIL ANNOUNCEMENT

X. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 04/25/22 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Filiz Morrow

Initiator: Filiz Morrow

Sponsors:

AGENDA ITEM (ID # 3851)

DOC ID: 3851

FY 2021 Audit Presentation - by Trey Scott, CPA of Mauldin & Jenkins, CPAs



City Council
107 South Lee Street
Kingsland, GA 31548

Meeting: 04/25/22 06:00 PM
Department: City Clerk
Category: License
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3859

TABLED

AGENDA ITEM (ID # 3859)

Approval Of: Alcohol License for Race Trac Inc., Dba Race Trac #2534

Tara Middleton, Acting Agent for Race Trac Inc., dba Race Trac #2534 is applying for an alcohol license for packaged retail sale of beer/wine. The business is located at 168 Kings Bay Road.

HISTORY:

04/11/22

City Council

POSTPONED

Next: 04/25/22

This item was postponed until the April 25, 2022 meeting because of a delay in the background check being returned.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3868)

Meeting: 04/25/22 06:00 PM

Department: City Clerk

Category: Grant

Prepared By: Jean Seigler

Initiator: Jean Seigler

Sponsors: CDBG-DR Program Manager Justin Geedy

DOC ID: 3868

Update on CDBG-DR - HRRP Grant



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 04/25/22 06:00 PM
Department: City Clerk
Category: Ordinance
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3871

AGENDA ITEM (ID # 3871)

**Approval Of: Ordinance 2022-07 - Amend Chapter 10, Article
III, Franchises**

These changes have been reviewed and approved by legal counsel.
Staff recommends approval.

PART II - CODE OF ORDINANCES
Chapter 10 - FRANCHISES
ARTICLE III. CABLE TELEVISION

ARTICLE III. CABLE TELEVISION¹

Sec. 10-51. Short title.

This article shall be known, and may be cited as the "City of Kingsland Cable Television Franchise Ordinance."
(Ord. No. 2008-13, § 1, 4-28-2008)

Sec. 10-52. Definitions.

For the purpose of this article, the following terms, words, and their derivations shall have the meanings given herein. Where not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Cable television franchisee means a company which ~~ashas~~ been granted a cable television franchise to own and operate a cable system in the City of Kingsland.

Cable television system means a system of coaxial cables, wave guides, or other conductors and equipment for the reception, amplification and distribution of television, radio or other signals to subscribing members of the public for a fee.

City is the City of Kingsland, Georgia.

Council is the City Council of the City of Kingsland, Georgia.

Company is the grantee of rights under this franchise.

FCC is the Federal Communications Commission.

Landlord means a person who owns, leases, controls, or manages a multiple-dwelling unit.

Multiple-dwelling unit means a dwelling containing more than two dwelling units or a non-owner-occupied dwelling containing two units, but does not include a structure or group of structures having living or sleeping accommodations used primarily for transient occupancy.

Person is any person, firm, partnership, association, corporation or organization of any kind.

(Ord. No. 2008-13, § 2, 4-28-2008; Ord. No. 2010-08, § 2, 9-13-2010)

Cross reference(s)—Definitions and rules of construction generally, § 1-2.

Sec. 10-53. Grant of authority.

- (a) There is hereby granted by the city to the company the right and privilege to construct, erect, operate and maintain a cable television system for the reception, amplification and distribution of video and/or audio

¹Editor's note(s)—Ord. No. 2008-13, §§ 1—17, adopted Apr. 28, 2008, amended Art. III to read as herein set out. Former Art. III, §§ 10-51—10-54, pertained to cable television, and derived from Ord. No. 1987-18, §§ 1—4, adopted Dec. 8, 1987; Ord. No. 2008-10, §§ 1—17, adopted Apr. 14, 2008.

signals to subscribing members of the public for a fee, for a period of 30 years from and after the effective date of this article with an option to renew the franchise for an additional 30 years.

- (b) The company is hereby granted by the city the right and privilege to construct and maintain said cable television system in, upon, along, above, over and under the streets, alleys, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto, in the city.
- (c) The right to use and occupy said streets, alleys, public ways and places for the purpose herein set forth shall not be exclusive, and the city reserves the right to grant a similar use of said streets, alleys, public ways and places to any person at any time during the period of this franchise.
- (d) In connection with the right and privilege herein granted, the council has examined and approved the legal, character, financial, technical and other qualifications of the company, as well as the adequacy and feasibility of its construction arrangements, as part of a public proceeding affording due process.

(Ord. No. 2008-13, § 3, 4-28-2008)

Sec. 10-54. Compliance with applicable laws and ordinances.

- (a) The company shall, at all times during the life of this franchise, be subject to all lawful exercises of police power of the city.
- (b) The company agrees to comply with all valid local, state and federal regulations, including the rules and regulations of the FCC.
- (c) Any amendments or modifications of ~~Section 76.31 of~~ the Rules of the FCC shall be incorporated into this franchise within one year of the adoption of such modification or at the time of the renewal of this franchise, whichever occurs first; the company herein agrees to notify the city of any such changes upon receipt of same from the FCC.

(Ord. No. 2008-13, § 4, 4-28-2008)

Sec. 10-55. Indemnification.

The company shall indemnify, protect and save the city harmless from and against any and all losses, costs or expenses resulting from damage to any property or bodily injury or death to any person, including payments made under any workmen's compensation law, which arise out of or occur by reason of the exercise by the company of the rights granted in this franchise. The company shall carry insurance to protect itself and the city from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The insurance policy shall specifically provide that the city shall be named insured. The amounts of such insurance against liability due to physical damage to property shall be not less than \$50,000.00 as to anyone claim and not less than \$200,000.00 aggregate in any single policy year; and against liability due to bodily injury or to death of person, not less than \$100,000.00 as to anyone person, and not less than \$300,000.00 as to all such claims arising from anyone accident. The company shall also carry such insurance as it deems necessary to protect it and the city from any and all claims under the workmen's compensation laws in effect that may be applicable to the company. All insurance required by this section shall be and remain in full force and effect for the entire period of this franchise. The policies of insurance, or a certified copy or copies thereof, shall be filed with the city clerk of the city.

(Ord. No. 2008-13, § 5, 4-28-2008)

Sec. 10-56. Construction standards.

- (a) The company shall initiate construction of its cable system within one year after it has received a certificate of compliance from the FCC, and it shall thereafter equitably and reasonably extend the system so as to enable it to render service to all feasible areas within the city within five years after it has received a certificate of compliance from the FCC. Company shall apply for the said certificate within 90 days from the enactment of this article.
- (b) With regard to the company's construction, operation and maintenance of this cable television system, the following standards shall apply:
 - (1) The construction, maintenance and use of the company's cable television system shall comply with the standards for materials and engineering and all other provisions of the National Electric Safety Code and the National Electrical Code.
 - (2) The city shall have the right to supervise all construction and installation work performed subject to the provisions of this article and to make such inspections as it shall find necessary to insure compliance with governing ordinances.

(Ord. No. 2008-13, § 6, 4-28-2008)

Sec. 10-57. Street vacation or abandonment.

In the event any street, alley, public highway or utility easement, or any portion thereof, used by the company shall be vacated by the city or the use thereof discontinued by the company during the term of this franchise, the company shall forthwith remove its facilities there from unless specifically permitted to leave them there, and upon the removal thereof, restore, repair or reconstruct the street area where such removal has occurred in such condition as may be required by the city. In the event of failure, neglect or refusal of the company, after 30 days' notice by city council to repair, improve or maintain such street proportions, the city may do such work or cause it to be done, and the cost thereof as found and declared by the city shall be paid by the company, and collection may be by court action or otherwise.

(Ord. No. 2008-13, § 7, 4-28-2008)

Sec. 10-58. Conditions on street occupancy.

- (a) *Use.* All transmission and distribution structures, lines and equipment erected by the company within the city shall be so located as to cause minimum interference with the proper use of all streets, alleys and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places.
- (b) *Restoration.* In case of any disturbance of pavement, sidewalk, driveway or other surfacing, the company shall, at its own cost and expense and in a manner approved by the city, replace and restore all paving, sidewalk, driveway or surface of any street or alley disturbed to as good condition as before said work was commenced, and shall maintain the restoration in an approved condition for a period of three years.
- (c) *Relocation.* In the event that at any time during the period of this franchise the city shall lawfully elect to alter or change the grade or width of any street, alley or other public way, the company, upon reasonable notice by the city, shall remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other system fixtures at its own expense.
- (d) *Temporary removal of wire for building moving.* The company shall, on the request of any person holding a building moving permit issued by the city, temporarily raise or lower its wires to permit the moving of

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(Supp. No. 42)

buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the company shall have the authority to require such payment in advance. The company shall be given not less than 120 hours' advance notice to arrange for such temporary wire changes.

- (e) *Trimming of trees.* The company shall have the authority to trim trees upon and overhanging any street, alley or other public way so as to prevent the branches of such trees from coming in contact with its wires, cables or other equipment.

(Ord. No. 2008-13, § 8, 4-28-2008)

Sec. 10-59. Pole use.

- (a) The company shall, whenever possible and practicable, use the poles owned and maintained by the city and/or the utility company(ies) which serve the city. When the use of such poles is not practicable or satisfactory and rental agreements cannot be entered into with said parties, the company shall have the right to erect and maintain its own poles, as may be necessary for the proper construction and maintenance of the television distribution system.
- (b) In all sections of the city where the cables, wires, or other like facilities of public utilities are presently placed underground or are required to be so placed underground at any time in the future, the company shall place its cables, wires, or other like facilities underground to the maximum extent that existing technology reasonably permits the company to do so.

(Ord. No. 2008-13, § 9, 4-28-2008)

Sec. 10-60. Employment practices.

The company will establish and adhere to the following policies and procedures:

- (1) Equal opportunity in employment shall be afforded all qualified persons by the company and no person shall be discriminated against because of race, color, religion, national origin or sex.
- (2) An equal opportunity notice will be posted in the office of the company which states as follows: "Equal Opportunity Employer - discrimination because of sex, race, color, religion, or national origin is prohibited and you may notify the Equal Opportunity Commission or the Federal Communications Commission if you believe you have been discriminated against."
- (3) The policy set forth in subsection (2) above will be set forth on the employment application forms of the company in red ink.
- (4) Those in positions to hire will be specifically instructed to examine all hiring policies to make certain that the same comply with the foregoing declarations.
- (5) Each employee of the company will be advised of the foregoing equal opportunity policy.
- (6) No selection techniques or tests that may have the effect of discriminating against minority groups or females will be used.
- (7) Whenever recruiting is done through schools, schools with significant minority group enrollments will be given equal consideration.
- (8) Contact with leadership in minority and human relations organizations will be maintained to encourage referral of qualified minority and/or female applicants.

(Ord. No. 2008-13, § 10, 4-28-2008)

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(Supp. No. 42)

Sec. 10-61. Reserved channel.

The company shall reserve one channel for use by public and parochial elementary, secondary, and college level schools.

(Ord. No. 2008-13, § 11, 4-28-2008)

Sec. 10-62. Regulation.

- (a) The company shall, while operating under this franchise, maintain efficient cable television service in the city. However, the company shall not be liable for loss or damage caused by interruption or failure of service due to accident or breakdown to lines or equipment, strike, riot, act of God, or the public enemy, or such other causes as are beyond its control, or due to shutdowns for reasonable periods to make repairs to equipment; but the company shall in such cases exercise proper diligence in repairing such equipment and resume operation of same without unnecessary delay.
- (b) The company shall adopt, and the council shall approve, procedures for the investigation and resolution of complaints regarding its cable television operations. Notice of the procedures for reporting and resolving complaints shall be given to each subscriber at the time of initial subscription to the cable television system operated by the company. Further, the company shall have a business office or agent for the purpose of receiving notice of, investigating and seeing that proper steps are taken to affect the resolution of any problems relating to service or other aspects of its cable television operations. The local company representative shall have primary responsibility for the continuing administration of this franchise, and for the implementation of the procedures of this subsection.
- (c) The city shall have access at all reasonable hours to all of the company's plans, contracts, and engineering, accounting, financial, statistical, customer and service records relating to the property and the operation of the company and to all other records required to be kept hereunder.
- (d) A copy of any and all rules, regulations, terms and conditions adopted by the company for the conduct of its business shall be filed with the city clerk; and a copy shall also be available for public inspection at the office of the company.
- (e) This franchise shall not in any way be construed as a license or permit to the company to engage in the sale or service of radio or television sets or equipment. As part of the consideration for the granting of this franchise, the company shall not engage in the sale or service of TV sets appliances or parts.

(Ord. No. 2008-13, § 12, 4-28-2008)

Sec. 10-63. Rates.

The rates or charges which the company assesses its subscribers for cable television services shall be at all times fair and reasonable. A copy of the company's schedule of charges for installation and furnishing of service shall be filed with the city clerk not less than 60 days prior to the effective date of such charges.

(Ord. No. 2008-13, § 13, 4-28-2008)

Sec. 10-64. Payment to the city.

- (a) The company shall pay to the city, for and in consideration of the right and privilege to conduct cable television operations pursuant to this franchise, an annual fee in an amount equal to ~~three~~ five percent of its gross revenues (as defined in Section 36-~~76-2~~(8) of the Code of Georgia as it existed on the date of this

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amendment) derived from its cable service (as defined in Section 36-26-2(3) of the Code of Georgia as it existed on the date of this amendment), with each year's fee due and payable to the city clerk of the city by January 31 for the preceding calendar year.

- (b) In the event of revocation or termination of this franchise, the final annual fee payment shall be prorated from the immediately preceding January 1 to the date of termination of service.

(Ord. No. 2008-13, § 14, 4-28-2008)

Sec. 10-65. Assignment, transfer, lease or merger.

This franchise shall not be assigned without the prior approval of the council, which approval shall not be unreasonably withheld.

(Ord. No. 2008-13, § 15, 4-28-2008)

Sec. 10-66. Forfeiture of franchise.

- (a) The city may declare a forfeiture of this franchise and revoke the same in the event the company:
- (1) Substantially violates any provision of this article, where such violation remains uncured for a period of 30 days subsequent to the receipt by the company of a written notice of such violation, except where such violation is not the fault of the company or is due to excusable neglect; or
 - (2) Practices any fraud or deceit upon the city.
- (b) Such forfeiture shall be declared by an ordinance of the council duly adopted after 20 days' notice to the company, and shall in no way affect any of the city's rights under this franchise or any provision of law; provided, however, that before the franchise may be terminated and cancelled under this section, except for nonpayment of monies due to the city from company, the company shall be provided with an opportunity to be heard at a public hearing before the council upon ten days' written notice to the company of the time and place of the public hearing; provided that said notice shall affirmatively cite the reasons alleged to constitute a cause for revocation; and provided further that notice of said public hearing shall be published in the local newspaper of general circulation at least five days before the hearing.

(Ord. No. 2008-13, § 16, 4-28-2008)

Sec. 10-67. Miscellaneous.

Failure to enforce or insist upon compliance with any of the terms or conditions of this article shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

(Ord. No. 2008-13, § 17, 4-28-2008)

Sec. 10-68. Landlord and tenant rights.

- (a) *Installation to be permitted.*
- (1) *Findings.* Access to local originated programming and other cable and high speed internet services is an important benefit for all residents of the City of Kingsland, and arbitrary denial of access to tenants by a landlord is contrary to the public interest.

(Supp. No. 42)

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- (2) *Landlord to permit installation.* A landlord may not prohibit or otherwise prevent a cable TV franchisee from entering a multiple-dwelling unit for the purpose of constructing, installing, or servicing cable system equipment if a tenant or occupant of the unit has requested cable service. A franchisee may not make an installation in an individual dwelling unit unless permission has been given by the tenant occupying the unit.
- (3) *Nondiscrimination in rent.* A landlord may not discriminate in rental or other charges based on cable TV service subscription. The owner of the real property may require compensation in exchange for permitting the installation of cable system equipment within and on the real property only in accordance with the provisions of subsection (b).
- (4) *Franchisee obligations to landlord.* A landlord may require a franchisee to install cable system equipment in the multiple-dwelling unit at no cost to the landlord and indemnify the landlord for any damage that results from the installation or removal of cable system equipment.
- (5) *Sanctions for violation.* A landlord's violation of this section constitutes grounds for suspension or revocation of an owner's multiple-dwelling operating license.
- (b) *Compensation.*
- (1) Compensation in excess of \$1.00. If a landlord intends to require the payment of more than \$1.00 per individual dwelling unit to allow the installation of cable system facilities or equipment, the landlord shall serve written notice on the franchisee within 20 days of the date the landlord is notified that a franchisee intends to construct or install facilities or equipment in the landlord's multiple dwelling. Unless timely notice is given by the landlord to the franchisee, it is conclusively presumed that the landlord does not claim or intend to require the payment of a sum in excess of a one-time payment of \$1.00 in exchange and as compensation for permitting the installation of cable system facilities or equipment.
- (2) *Reasonable compensation.* A landlord who has given timely notice to a franchisee may assert a claim for reasonable compensation in excess of \$1.00 for permitting the installation of cable system facilities or equipment. Within 30 days after the landlord gives notice of intent to demand additional compensation, the landlord shall advise the franchisee in writing of the amount claimed as reasonable compensation. A landlord cannot assert a claim for compensation if the cable system cables, electronics, or equipment was installed at the multiple dwelling unit as of the enactment date of this section.
- (3) *Action to enforce claim of compensation.* If within 60 days after the receipt of the landlord's claim a franchisee has not agreed to pay the amount claimed or some other amount acceptable to the landlord, the landlord may file an action in court to enforce the claim for compensation. In any such action, it shall be presumed that reasonable compensation is \$1.00, but the presumption may be rebutted and overcome by evidence that:
- The landlord has a specific alternative use for the space occupied by the cable system facilities or equipment, the loss of which results in a monetary loss to the landlord; or
 - Installation of cable system facilities or equipment in the multiple-dwelling unit will otherwise substantially interfere with the use and occupancy of the unit to an extent that causes a decrease in the resale or rental value of the real property.
- (4) *Determination of damages.* In determining damages when no part of the real property is being taken, consideration shall be given only to an injury that is special and peculiar to the real property. The amount of any benefit to the real property by reason of the installation of cable system facilities or equipment shall be deducted from the damages awarded.

- (5) *Limitations on compensation.* The landlord is not entitled to compensation based on a claim of lost profits or business opportunity from an existing or proposed satellite, microwave, or master antenna television system servicing the multiple-dwelling unit.

(c) *Enforcement.*

- (1) *Franchisee rights.* The right of a franchisee to construct, install, or maintain its cable facilities or equipment in a multiple-dwelling unit may not be delayed or impaired by:
- The giving of the notice described in subsection (b);
 - The assertion of a specific claim by a landlord; or
 - The initiation by a landlord of legal action to enforce a claim.
- (2) *Unauthorized interference by landlord.* If a landlord interferes with a franchisee's installation of cable facilities or equipment in a manner not authorized by this title, a tenant or occupant or the franchisee may seek a court order to enjoin the landlord from further interference.

(Ord. No. 2010-08, § 19, 9-13-2010)

Editor's note(s)—Ord. No. 2010-08, § 19, adopted Sept. 13, 2010 adopted provisions for landlord and tenant rights. At the city's instruction these provisions have been placed into § 10-68.

Secs. 10-69—10-70. Reserved.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3872)

Meeting: 04/25/22 06:00 PM
Department: City Clerk
Category: Contract
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3872

Approval Of: Contract for Professional Services with Coastal Regional Commission (CRC)

This contract between the City of Kingsland and the Coastal Regional Commission is for administrative services for the RAISE Grant. Contract amount of \$30,000 shall be paid with fiscal year 2022 RAISE grant funds. *Staff recommends approval.*

**CONTRACT FOR PROFESSIONAL SERVICES
CITY OF KINGSLAND
AND THE
COASTAL REGIONAL COMMISSION**

THIS AGREEMENT (“Agreement”), made and entered into this ____ day of **April**, 2022, by and between **City of Kingsland, Georgia**, a political subdivision of the State of Georgia, hereinafter referred to as “**CLIENT**”, and the **Coastal Regional Commission**, hereinafter referred to as “**CRC**”, each of the aforementioned being referred to collectively as the “**Parties**”.

WITNESSETH THAT:

WHEREAS, the CLIENT has requested that the **CRC** provide planning services to the **CLIENT**; and

WHEREAS, the CRC has professional staff and is agreeable to provide the **CLIENT** with planning services, as requested.

NOW, THEREFORE, it is distinctly understood and mutually agreed as follows:

I. RETENTION OF COASTAL REGIONAL COMMISSION

The **CLIENT** and the **CRC**, in consideration of their mutual covenants herein, agree that the **CLIENT** will retain the **CRC** for the performance period as defined under Section IV of the **AGREEMENT** and that the **CLIENT** will provide payment for those services rendered by the **CRC**, as outlined under Section VII. Compensation.

II. SCOPE OF SERVICES TO BE PROVIDED BY THE CRC

The **CRC** agrees to provide the following professional services to the **CLIENT** for the **CLIENT**’s FY22 Department of Transportation RAISE Grant (“Project”):

- a) Provide general advice, guidance, and technical assistance to the **CLIENT** on grant administration and management and regulatory matters pertaining to the Project.
- c) Monitor and maintain documents connected with the Project.
- d) Preparation and submission of program drawdown requests.
- e) Furnish the **CLIENT** with necessary completed progress and closeout reports required for the management of the Project. Products shall be delivered electronically.
- f) Assist the **CLIENT** in meeting all special award condition requirements that may be stipulated upon acceptance of a grant.

III. CLIENT RESPONSIBILITIES

- a) The CLIENT agrees to furnish and provide to the CRC any items necessary for the completion of services contemplated under specific Scope of Services. The CRC's performance is directly dependent on cooperation of CLIENT officials and timeliness in submitting materials specified in the contract.
- b) Provide full information and access to the applicable projects and files and provide complete copies of all correspondence and documents pertaining to the project specified in the Scope of Services as amended from time to time.
- c) The CLIENT shall review deliverables and may request changes to deliverables within 7 business days.
- d) Designate a person to act as the CLIENT's representative with respect to the work to be performed under this agreement who shall have complete authority to transmit instructions, receive information, interpret and define the CLIENT policies and decisions with respect to the services in this agreement.
- e) The materials provided to the CRC shall be complete, accurate, and in the format requested. Should information not be provided to the CRC in a timely manner, the project completion date may be extended, which in turn, may increase the project cost.
- f) Bear all costs incidental to this agreement and the completion of the aforementioned services, including, but not limited to, travel/mileage cost, advertising cost, and reproduction costs.
- g) Fully disclose to the CRC any and all possible conflict of interest situations pertaining to the technical assistance services as specified in the applicable Scope of Services as amended from time to time.

IV. PERIOD OF PERFORMANCE

The period of performance begins when the 2022 RAISE Grant is awarded and ends June 30, 2024.

- a) This agreement will only become legally binding if the CLIENT is awarded a FY22 Department of Transportation RAISE Grant.
- b) The period of performance may be amended to coincide with the performance period of the grant by written approval of the Parties.

V. PERSONNEL

The CRC represents that it has, or will secure, all personnel required to perform the services as specified in the Scope of Services in a competent, professional and timely manner. All personnel employed shall remain employees of the CRC and shall not be considered employees of the CLIENT.

VI. ASSURANCES

The CRC shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States will on the grounds of race, color, sex, age, handicap, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures to achieve this assurance. Section 3 of the Urban Development Act of 1968 will also pertain to this contract.

VII. COMPENSATION

The CLIENT shall compensate the CRC for the services performed in accordance with the Scope of Services as outlined in Section II of this contract in the amount of \$30,000, which shall be paid with FY22 RAISE grant funds.

- a) The CRC shall invoice the CLIENT equal installments on a quarterly basis for the performance of its obligations under this contract. The CRC may amend the payment schedule upon the grant being awarded to coincide with the performance period of the grant.
- b) Payment of each invoice is due within 30 days from the date of each invoice.
- c) Invoices shall be submitted to:
City of Kingsland
Attention: Filiz Morrow
107 S Lee Street
P.O. Box 250
Kingsland, GA 31548
- d) Payments shall be made to:
Coastal Regional Commission
Attention: Lena Geiger, Finance Director
1181 Coastal Drive SW
Darien GA 31305

VIII. NONCOMPLIANCE, MODIFICATION, OR TERMINATION

In the event of the CRC and/or the CLIENT's non-compliance with the requirements of this contract, this contract may be cancelled, terminated, or suspended in whole or part.

- a) Cancellation: Either party may terminate this Contract without cause by giving the other party thirty (30) days written notice.
- b) If this contract is nullified, all finished or unfinished documents prepared by the CRC under this contract and already paid for by the CLIENT shall, at the discretion of the CLIENT, become the CLIENT's property.

c) The CRC shall be entitled to compensation for any work completed on said project to the date of termination. Furthermore, upon termination, the CRC shall be released from its said responsibilities for the completion of the project.

d) All modifications and changes to the contract shall be in writing. E-mail and fax communications shall be considered legal and binding correspondence. The original Scope of Services, or the Performance Period, may be altered by either party with written concurrence by both the CRC and the CLIENT. Such changes shall be specifically designated as a "Change Order" and shall be signed by both Parties. The CRC is not authorized or obligated to undertake any work under a "Change Order" until that "Change Order" is signed by both Parties. Upon issuing a "Change Order", The CLIENT shall assure the CRC that there are sufficient funds to cover the additional cost, if any, of the changes to the original Scope of Service.

IX. LIABILITY OF CLIENT

To the extent allowed by Georgia law, the CLIENT shall be responsible and liable for, and it shall hold the CRC harmless from and against any and all suits, legal proceedings, claims, demands, damages, cost and expenses, including attorney fees, arising out of or in connection with or claimed to arise out of or in connection with any negligent or wrongful error, omission or act of the CLIENT or anyone acting in its behalf in connection with or incident to this contract, or as a result of any failure of the CLIENT to properly carry out its responsibilities under this contract.

X. OWNERSHIP OF DOCUMENTS

All documents developed by the CRC as a result of this contract shall become the property of the CLIENT.

XI. CONFIDENTIALITY

Any report, information, data, etc., given to, prepared, or assembled by the CRC under this Contract will not be made available to any individual or organization without the prior written approval of the CLIENT.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives.

CITY OF KINGSLAND, GEORGIA

By: _____
Dr. C Grayson Day, Mayor

Date: _____

COASTAL REGIONAL COMMISSION

By: _____
Allen Burns, Executive Director

Date: _____

By: _____
Jason Coley, Chair

Date: _____



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3875)

Meeting: 04/25/22 06:00 PM
Department: City Clerk
Category: Change Order
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3875

8.5

Approval Of: Change Order for Grove Blvd. Sewer Improvements

CONTRACT CHANGE ORDER

CONTRACT FOR:	Grove Blvd Sewer Improvements	PROJECT NO.:	K5000.120
OWNER:	City of Kingsland	ORDER NO.:	4 (FINAL)
TO:	Woodard Construction Company, Inc.	DATE:	04/20/22
		STATE:	Georgia
		COUNTY:	Camden

You are hereby requested to comply with the following changes from the contract plans and specifications:

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	DECREASE in Contract Price	INCREASE in Contract Price
	See Attached Final Adjusting CO Breakdown					\$45,368.
NET CHANGE IN CONTRACT PRICE =					\$0.00	\$45,368.
TOTAL INCREASE IN CONTRACT PRICE =					\$45,368.00	

Justification: This is the final adjustment of quantities and work items as part of this Contract. The primary reason for the overage to the original contract amount is the poor condition of the existing pavement and ancillary items that were replaced to install the new sewer network. The poor subgrade and paving material could not hold up to standard cuts for this deep sewer line, so the Contractor had to make wider cuts.

The amount of the contract prior to this change order:
 Six Hundred Fifty-Four Thousand Three Hundred Sixty and 00/100 _____ Dollars
 (\$654,360.00)

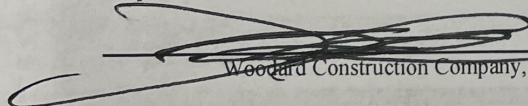
The amount of the contract will increase by the sum of
 Forty-Five Thousand Three Hundred Sixty-Eight and 00/100 _____ Dollars
 (\$45,368.00)

The contract total including this and previous change orders will be:
 Six Hundred Ninety-Nine Thousand Seven Hundred Twenty-Eight and 00/100 _____ Dollars
 (\$699,728.00)

The contract period provided for completion will not change.

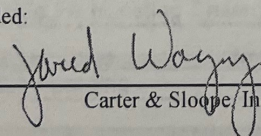
This document will become a supplement to the contract and all provisions will apply hereto.

Requested:


 Woodard Construction Company, Inc.

4-20-22
 (Date)

Recommended:


 Carter & Sloope, Inc.

4/20/2022
 (Date)

Accepted:

 City of Kingsland

(Date)

Attachment: Signed Change Order - Final Adjusting - Grove Blvd (4.20.2022) (00000004) (3875 : Approval Of: Change Order for Grove Blvd.

**Final Adjusting Change Order
for the
City of Kingsland
Grove Blvd Sewer Improvements**

C&S Project No.: K5000.120

Item No.	Quan.	Unit	Description	Unit Price	Increase/ (Decrease)
Water Meter Replacement					
1	0	LF	8" PVC Sanitary Sewer (14'+Cut)	\$ 100.00	(\$11,500.00)
	115				
2	440	LF	12" PVC Sanitary Sewer (14'+Cut)	\$ 150.00	\$26,250.00
	265				
3	451	LF	24" PVC Sanitary Sewer (14'+Cut)	\$ 200.00	(\$1,800.00)
	460				
4	0	LF	24" D.I. Sanitary Sewer (14'+Cut)	\$ 350.00	(\$7,000.00)
	20				
5	7	EA	5' Diameter Fiberglass Manhole	\$ 30,000.00	\$0.00
	7				
6	6	EA	Standard Manhole Ring & Cover	\$ 650.00	\$2,600.00
	2				
7	3	EA	Connect Sewer to Existing Manhole	\$ 15,000.00	\$0.00
	3				
8	492.38	SY	Asphalt Pavement Replacement	\$ 100.00	\$34,238.00
	150				
9	196	LF	Curb and Gutter Replacement	\$ 65.00	\$11,180.00
	24				
10	4	EA	Plug Existing Sewer	\$ 2,500.00	\$0.00
	4				
11	3	EA	Existing Manhole Abandonment	\$ 3,000.00	\$0.00
	3				
12	60	CY	Flowable Fill (Existing Sewer)	\$ 175.00	\$0.00
	60				
13	1	LS	Bypass Pumping	\$ 140,000.00	\$0.00
	1				
14	650	LF	Grassing	\$ 5.00	\$0.00
	650				
15	1	LS	Traffic Control	\$ 8,500.00	\$0.00
	1				
16	0.748	N/A	Supplemental Work Allowance (SWA)	\$ 50,000.00	(\$12,600.00)
	1				
CO	1	LS	24x6 Sewer Service	\$ 4,000.00	\$4,000.00

ADJUSTED AMOUNT \$45,368.00

ORIGINAL CONTRACT AMOUNT \$654,360.00
FINAL ADJUSTING CHANGE ORDER \$45,368.00
REVISED CONTRACT AMOUNT \$699,728.00

Attachment: Signed Change Order - Final Adjusting - Grove Blvd (4.20.2022) (00000004) (3875 : Approval Of: Change Order for Grove Blvd.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3876)

Meeting: 04/25/22 06:00 PM
Department: City Clerk
Category: Miscellaneous
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3876

8.6

Discussion: Sec. 61. Commercial Districts Working Draft

Sec. 61. - Commercial districts.

61.1. C-1, Central Business District (CBD). Defined as boundaries between (U. S. Highway 17) Lee Street and Seaboard from Chester Street to Lilly Street.

Commented [LH51]: Needs work

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.
 - (p) Hobby Supplies
 - (q) Sporting goods
 - (r) Amusement enterprises include the provision of stage entertainment
 - (s) Museum
 - (t) Open air market
 - (u) Temporary uses including sales of Christmas trees, carnival and church bazars, but not including seasonal sales of fruits and vegetables from roadside stands. Such uses shall not be permitted for a period to exceed two months in any calendar year.
- (2) Any of the following service businesses:
 - (a) Barber and beauty shops.
 - (b) Cafes, grills, lunch counters, restaurants and brew pubs and microbreweries.

- (c) Dress making and tailoring shops.
- ~~(d) Dry cleaning and laundry establishments, including pick-up stations but not including self-service laundry.~~
- (d) Leather repair and sales.
- (e) Shoe repair shops.
- (f) Hotels, Motels, Bed and Breakfast Inn
- (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.~~
- (9) Fee Simple Churches 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.~~
- (12) Multi-Use buildings by approval of the Planning Department
- ~~(13) All uses of a predominantly retail nature, including:~~
 - ~~(a) Electrical supplies.~~
 - ~~(b) Heating and plumbing equipment.~~
 - ~~(c) Dairy products.~~
 - ~~(d) Sporting goods.~~
 - ~~(e) Finance, insurance, real estate offices and construction sales.~~
 - ~~(f) Public and private schools and libraries.~~
 - ~~(g) Hotels and motels.~~
 - ~~(h) Bed and breakfast inn.~~
 - ~~(i) Amusement enterprises including the provision of stage entertainment.~~
 - ~~(j) Temporary uses, including sale of Christmas trees, carnival, and church bazaars; but not including seasonal sale of fruits and vegetables from roadside stands. Such uses shall not be permitted for a period to exceed two months in any calendar year.~~
 - (k) Museums
 - (l) Open air markets.

Formatted: list3

Commented [LHS2]: Allowable outside of the immediate one block downtown CBD

Commented [LHS3]: Included in "office" space

Commented [LHS4]: Added in Sec 61.1.2 (e)

Commented [LHS5]: Moved to Section 6.1.1.2 paragraph 1

61.1.3. ~~The following~~Additional 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, photostating, 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.
- (9) Wrecker, Towing and Transport services
- (10) Churches and places of worship, but not to include Fee Simple Churches
- (11) Funeral Parlors and Pet Crematories
- (12) Any use not listed that does not meet the intent and required conditions of the C-1 Business District, unless approved through a collaborative decision of the Planning Director, City Manager, and The Downtown Development Authority.

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 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~~
 - ~~(19) Dry cleaning and laundry establishments, including pick-up stations and self service 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:

- (a) The property being properly fenced for the safety of those being cared for, and
- (b) There is suitable access in and out of the facility so as not to cause a traffic and/or safety hazard.

[\(26\) Appliance Stores](#)

[\(27\) Radio and Television services](#)

[\(28\) Pet Crematories](#)

[\(29\) 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.](#)

[\(30\) Churches and other places of worship with attendant education and recreational buildings.](#)

[\(31\) Private clubs, fraternal orders or lodges.](#)

[\(32\) Public and private schools and libraries.](#)

[\(33\) Places of assembly including auditoriums, stadiums, coliseums and dance halls.](#)

[\(34\) Churches and places of worship.](#)

[\(35\) Existing single family and multifamily 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 VI.
- (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 and Multi-Use buildings.
- (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.

(6) Multi-family dwellings provided the requirements of the R-3 Medium and High Residential District are met.

61.3.4. 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 VI.
- (2) Columbarium as an accessory use for fee simple churches.

61.4. C-4, Interchange Commercial.

61.4.1. *Intent of the District.* The intent of this district is to allow more intense use of land within the I-95 Interchange areas of the City of Kingsland and is created to serve predominantly the needs of inter-regional traffic at interchanges on limited access thoroughfares. The uses allowed in this district should be limited to the needs of truckers and travelers, which are food, service, fuel and lodging.

61.4.2. Permitted Uses.

A. Property and buildings in C-4, Interchange Commercial District shall be used for the following purposes:

- (1) Filling stations
- (2) Auto or truck repair shops
- (3) Restaurants and lounges
- (4) Hotels and motels

- (5) Gift shops
- (6) Tent and Trailer campgrounds
- (7) Accessory uses and structures incidental to the above uses.
- (8) Truck terminals as provided in Section 61.2.3 (13).
- (9) Satellite Dish Antennas, provided that the requirements in Section 130.2 are met.

B. *Special Permit Uses.* The following uses may be permitted in accordance with provisions contained in 61.2.2., and if additional conditions which may be required are met:

- (1) Churches
- (2) Banks
- (3) Professional and business offices
- (4) Plant nurseries

C. Reserved

D. *Other Requirements*

- (1) Uses permitted in C-4 Districts shall meet the standards set forth in pertaining to off-street parking, loading requirements.
- (2) Signs permitted in C-4 Zoning Districts shall meet the requirements set forth in Sign Ordinance and Regulations, Section 120.

61.5. C-5, *Neighborhood Convenience Center District.*

61.5.1. *Intent of District.* The purpose of the C-5 Neighborhood Convenience Center District is to provide locations for small convenience shopping facilities. These facilities are intended to serve the daily or frequent trade or service needs of immediate surrounding populations.

61.5.2. *Required Condition.* Retail sales, displays of merchandise, and storage must be within a completely enclosed building except that the Planning Commission may grant an exception to this requirement (as a conditional use) where it finds that enforcement would create an unreasonable hardship. This district shall be limited to developments not exceeding ten thousand (10,000) square feet of gross leasable floor area and no single usage exceeding four thousand (4,000) square feet. No two developments may be collocated.

61.5.3. *Permitted uses.*

- (1) All uses permitted in a C-1 District, but not to include a) Breweries, b) Multi-Use buildings.
- (2) Self-service laundry, Dry cleaning and laundry establishments, including pick-up stations and self-service laundry.
- (3) Signs as provided in Section 120.
- (4) Appliance stores
- (5) Churches and other places of worship with attendant education and recreational buildings.

61.6. *C-ED, Commercial-Entertainment District.*

61.6.1. *Intent of the District.* The intent of this district is to allow more intense use of land within the I-95 Interchange proximity areas of the City of Kingsland and is created to serve predominantly the needs of inter-regional destination attractions. The uses allowed in this district should be directed to the needs of tourists, travelers, convention attendees and others attracted to a destination entertainment, amusement, or sports venue.

61.6.2. *Permitted Uses.*

A. Property and buildings in C-ED, Commercial Entertainment District shall be used for the following purposes:

- (1) Amusement centers
- (2) Sports centers
- (3) Other commercial recreation, including but not limited to zip lines, climbing walls, ropes courses, go carts, skating rinks, and miniature golf courses
- (4) Theaters, including outdoor theaters and stages
- (5) Event arenas and staging areas
- (6) Arcades/amusements
- (7) Food service establishments, including but not limited to full service establishments, fast food, and vending carts
- (8) Hotels and motels
- (9) Tent, trailer and recreation vehicle campgrounds for short term occupancy (less than 30 days)
- (10) Other tourist oriented lodging
- (11) Timeshare/fractional ownership units not intended for permanent housing
- (12) Convention, conference and banquet facilities
- (13) Bowling centers
- (14) Passenger carrying tethered helium balloons
- (15) Spas and wellness centers
- (16) Zoos, aviaries and other animal attractions
- (17) Art galleries and museums
- (18) Child care targeted for district visitor/employee families
- (19) Professional and business offices in support of operations within the district or adjacent districts
- (20) Maintenance and repair facilities in support of operations within the district or adjacent districts
- (21) Plant nurseries in support of operations within the district or adjacent districts

(22) Retail and service shops that are ancillary to a hotel or motel or other amusement or sports center or campground

(23) Retail establishments (book stores, clothing, specialty retail, confectionary, bakery, etc.) that are part of a planned and designated retail area within the district

(24) Gift and souvenir shops

(25) Sporting goods shops and stores

(26) Farmers markets

(27) Artisan shops and events

(28) Media production and broadcast facilities

(29) Accessory uses and structures incidental to the above uses.

61.7. C-PLMU, Commercial-Planned Large Multi-Use District.

61.7.1. Intent of the District. The intent of this district is to allow more intense use of land within the I-95 Interchange proximity areas of the City of Kingsland and is created to serve the needs of inter-regional destination attractions mixed with more local uses usually associated with metropolitan cities. The uses allowed in this district should be directed to the needs of tourists, travelers, convention attendees and others attracted to a destination entertainment, amusement, or sports venue or suburban metropolitan centers. Development should be planned in large units, not haphazardly.

61.7.2. Permitted Uses.

A. Property and buildings in C-PLMU, Commercial Planned Large Multi-Use District shall be used for the following purposes:

(1) Amusement centers.

(2) Sports centers.

(3) Other commercial recreation, including but not limited to zip lines, climbing walls, ropes courses, go carts, skating rinks, and miniature golf courses.

(4) Theaters, including outdoor theaters and stages.

(5) Event arenas and staging areas.

(6) Arcades/amusements.

(7) Food service establishments, including but not limited to full service establishments, fast food, and vending carts.

(8) Convention, conference and banquet facilities.

(9) Bowling centers.

(10) Spas and wellness centers.

(11) Zoos, aviaries and other animal attractions, but not standalone petting zoos.

(12) Art galleries and museums.

- (13) Arboreta.
- (14) Child care.
- (15) Professional and business offices.
- (16) Maintenance and repair facilities in support of operations within the district or adjacent districts.
- (17) Plant nurseries in support of operations within the district or adjacent districts.
- (18) Shopping centers and/or malls.
- (19) Retail and service establishments (book stores, clothing, specialty retail, confectionary, bakery, etc.) that are part of a planned and designated retail area within the district.
- (20) Gift and souvenir shops.
- (21) Sporting goods shops and stores.
- (22) Farmers markets.
- (23) Artisan shops and events.
- (24) Media production and broadcast facilities.
- (25) Convenience stores and service stations.
- (26) Tires, batteries, and other automotive accessories.
- (27) Automated automobile carwashes.
- (28) Public utility structures and buildings.
- (29) Churches and other places of worship.
- (30) Public and private educational facilities.
- (31) Hotels and motels.
- (32) Tent, trailer and recreation vehicle campgrounds for short term occupancy (less than 30 days).
- (33) Other tourist oriented lodging.
- (34) Timeshare/fractional ownership units not intended for permanent housing.
- (35) Multifamily housing.
- (36) Hospitals and clinics including veterinary hospitals and clinics.
- (37) Assisted living centers, nursing homes, and convalescent centers.
- (38) Parking structures.
- (39) Accessory uses and structures incidental and secondary to the above uses.

(Amend. of 7-23-2007; Ord. No. 2009-3, 4-27-2009; Amend. of 7-26-2010; Ord. No. 2014-03, 3-31-2014; [Ord. No. 2015-16, 10-26-2015](#); [Ord. No. 2015-19, 12-28-2015](#); Ord. No. [2017-08](#), 8-28-17; Ord. No. [2017-09](#), 10-23-2017; Ord. No. [2019-01](#), 1-14-2019)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 04/25/22 06:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 3873)

DOC ID: 3873

Proclamation: the Week of the Young Child



City of Kingsland, Georgia

The Week of the Young Child

Whereas, the first years of a child's life are the period of the most rapid brain development and lay the foundation for all future learning.

Whereas, children's cognitive, physical, social and emotional, and language and literacy development are built on a foundation of children's positive interactions with adults, peers, and their environment.

Whereas, high-quality early childhood programs provide important benefits to children, families, and our state and national economies.

Whereas, high quality early care and education can help ameliorate the effects of poverty, detect, and remediate delays, identify and help prevent child neglect, and lead to positive outcomes for individual children, helping them be better prepared for school and more likely to succeed in life.

Whereas, high-quality early childhood education depends on high-quality early childhood educators who ensure that children, supported by families, have the early experiences they need for a strong foundation.

Whereas, tuition from fee-paying parents and subsidy rates for families with low incomes are typically insufficient to afford highly-qualified, consistent early childhood educators and pay for low child-to-early educator ratios that ensure the health and safety of children.

Whereas, the essential yet chronically undervalued child care sector has sacrificed and struggled to serve children and families since the start of the COVID pandemic.

Whereas young children need early childhood educators who are incentivized and supported to provide high-quality care to those with high and special needs.

Whereas working families need sufficient high quality child care spaces beginning at birth to be available in the community.

Whereas early childhood educators need the ability to earn a family-sustaining wage that is commensurate with the required education and skills they bring to the complex and valuable work they do.

Therefore, be it resolved that the city of Kingsland, Georgia does hereby proclaim April 2-8 as the Week of the Young Child, and: does hereby recognize that high quality early childhood education, provided in a mixed-delivery system, is a public good, and should be financed as such.

Therefore, be it resolved that the City of Kingsland, Georgia does hereby recognize the complex, valuable, essential, and demanding work of early childhood educators.

Further, I urge all members of our community to support efforts that increase children and families' access to high-quality early childhood education, and commit to investments that stabilize, sustain, and support childcare and early learning so this essential workforce can continue to support children, families, and our economy through the pandemic crisis, recovery, and beyond.

Dr. C. Grayson Day, Jr., Mayor

Attest

Jean O. Seigler, City Clerk



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3874)

Meeting: 04/25/22 06:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3874

8.8

Proclamation: Motorist Awareness Month



GWRRA Motorist Awareness Program Proclamation

WHEREAS, the members of the Gold Wing Road Riders Association (GWRRA) Motorist Awareness Program (MAP) of Georgia, and other organizations continually promote motorcycle safety, education, and awareness programs to the general public, and to the motorist community of Georgia; and

WHEREAS, motorcycle riding is a popular form of recreation and transportation for thousands of people across the state and nation; and

WHEREAS, it is crucial that citizens of our city and state be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, state and motorcycle organizations across this country will be conducting a variety of activities to promote Motorist Awareness and safely sharing the road with motorcycles, and will be reminding riders to be more visible to others; and

WHEREAS, the motorcyclists of Georgia have contributed countless volunteer hours to their communities; and

WHEREAS, all motorists should join GWRRA, MAP of Georgia actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education, and awareness;

THEREFORE, I Dr. C. Grayson Day, Jr., Mayor of the City of Kingsland, Georgia, do hereby proclaim the month of May 2022 as **MOTORIST AWARENESS MONTH** in a and encourage motorist awareness and safe motoring for all.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of Kingsland, Georgia to be affixed on this _____ day of _____ in the Year of Our Lord, Two Thousand and Twenty-Two.

Dr. C. Grayson Day, Jr., Mayor

Attest
Jean Seigler, City Clerk