



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • MARCH 13, 2023

Regular Meeting

City Council Chamber

6:00 PM

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

I. CALL TO ORDER AND WELCOME GUESTS

II. ROLL CALL

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

Mayor
Councilman
Councilman
Councilwoman
Mayor Pro Tem

III. INVOCATION AND PLEDGE TO THE FLAG

IV. CONSENT DOCKET

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

V. GRANTING AUDIENCE TO THE PUBLIC

VI. OLD BUSINESS

VII. NEW BUSINESS

- 1. Appointment of: Robert E. Lewis as Pension Committee Secretary -
Appoint Human Resources Director Robert E. Lewis as Pension Committee Secretary for the city's defined contribution plan through the Georgia Municipal Association (GMA).
- 2. Bid Award: Kingsland Fire & Rescue Station #4- Additions and Alterations -

The City accepted competitive sealed bids from qualified contractors to provide labor and materials for additions and alterations to Kingsland Fire & Rescue Station #4, located at 750 North Gross Road. Low bidder is Bent Pine Construction @ \$1,800,056.00.

Staff recommends low bid, Bent Pine Construction Company. The City reserves the right to review specifications and make lower cost replacements during construction.

3. Approval of: Contract Agreement with Amusements of America -

The contract was approved by council poll on February 22, 2023. Approval of this item is for public record.

4. Approval Of: Declare 2006 Ford Crown Victoria as Surplus and Transfer Title -

The City of Homeland, Georgia Police Department is requesting the donation of a decommissioned KPD patrol car. 2006 Ford Crown Victoria, Vehicle Identification #2FAFP71W16X138535. The city is required to declare the vehicle surplus before transferring title.

Staff recommends approval.

VIII. MAYOR AND COUNCIL ANNOUNCEMENT

IX. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 03/13/23 06:00 PM
Department: City Clerk
Category: Appointment
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4123

AGENDA ITEM (ID # 4123)

Appointment of: Robert E. Lewis as Pension Committee Secretary

Appoint Human Resources Director Robert E. Lewis as Pension Committee Secretary for the city's defined contribution plan through the Georgia Municipal Association (GMA).



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 03/13/23 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4125

AGENDA ITEM (ID # 4125)

Bid Award: Kingsland Fire & Rescue Station #4- Additions and Alterations

The City accepted competitive sealed bids from qualified contractors to provide labor and materials for additions and alterations to Kingsland Fire & Rescue Station #4, located at 750 North Gross Road. Low bidder is Bent Pine Construction @ \$1,800,056.00.

Staff recommends low bid, Bent Pine Construction Company. The City reserves the right to review specifications and make lower cost replacements during construction.

City of Kingsland
 Bid Tabulation
 Kingsland Fire Rescue Station #4
 RFP #COK 23-012
 Tuesday, March 7, 2023 @ 2:00 PM

Contractor	Grand Total for Complete Job
Bent Pine Construction 10619 Colerain Road St. Marys, GA 31558	\$1,800,056.00
B. James Construction, LLC 4478 Meadow Wood Road Blackshear, GA 31516	\$2,235,700.00
M.D. McDonald Construction Co. 154 Reagan Drive Brunswick, GA 31525	\$2,532,680.00

Request for Proposal was advertised on the City, GMA websites and Georgia Procurement Registry



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4120)

Meeting: 03/13/23 06:00 PM
Department: City Clerk
Category: Contract
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4120

Approval of: Contract Agreement with Amusements of America

The contract was approved by council poll on February 22, 2023. Approval of this item is for public record.



666 Plainsboro Road
Suite 1271
Plainsboro, NJ 08536
(732) 446-7144 phone
(732) 446-0977 fax

CONTRACT AGREEMENT

This Agreement, made and entered into this ____ day of February, 2023, by and between AWESOME AMUSEMENTS under license agreement with AMUSEMENTS OF AMERICA, here in after referred to as "party of the first part" and the City of Kingsland, Georgia, a municipal corporation, hereinafter referred to as "party of the second part".

Witnesseth: That for and in consideration of the sum of ONE DOLLAR (\$1.00) paid by each of the parties to the other, and for other good and valuable considerations, receipt whereof is hereby acknowledged, by the parties hereto agree as follows:

Party of the second part agrees to present AWESOME AMUSEMENTS in the city of Kingsland, Georgia for a period of commencing on or about Thursday, March 23, 2023 and ending on or about Sunday, March 26, 2023. This contract will be valid for the following years: 2023

Party of the second part is to obtain and furnish party of the first part a suitable location for its operation to be known as:

The Lawn
132 Royal Parkway
Kingsland, GA 31548

Same to be cleared of brush, refuse and other objectionable matter and to be in such good condition that the attractions may be conveniently set up and so that shows may exhibit without discomfort to themselves or to the public.

Party of the first part is to furnish, without expense, to the party of the second part, all paid attractions, shows, riding devices, tickets, and ticket boxes. Party of the first part shall have exclusive rights to all mechanical riding devices, amusement games and direct sales concessions.

Party of the first part will assume the responsibility of restoring and cleaning the amusement area to the original condition, and the payment thereof, after the final day of engagement.

Party of the first part agrees to pay party of the second part 20% of the gross receipts taken in on all riding devices after sales tax. The percentages above shall be on the gross receipts after deducting any applicable Federal, State, or Local Taxes. SETTLEMENT ON SHOW AND RIDES to be made at the close of each day's business, unless otherwise agreed upon.

Party of the second part agrees not to book or contract another carnival in the city preceding the period mentioned. Party of the second part also agrees to endeavor to prevent any shows from exhibiting or operating in the above city during the term of this Agreement unless with the consent and under management of party of the first part.

Party of the second part agrees to keep all terms of this contract confidential, except where prohibited by state or local law.

Party of the first part shall not in any way be liable for any damages or expenses caused by any failure or delay in the presenting one of its attractions as hereinafter provided if caused by war, riots, strikes, governmental regulations, labor difficulties, transportation difficulties, cyclones, adverse weather conditions, gasoline, or diesel oil shortages or any other accident or circumstances over which the party of the first part has no control.

Indemnification: The party of the first part agrees to indemnify, defend, and hold harmless the party of the second part as well as its officers, agents, and employees from and against any and all claims, damages, liabilities, losses, and expenses (including reasonable attorneys' fees and costs) arising out of or resulting from the party of the first part's performance of its obligations under this Agreement, including any negligent acts, errors, or omissions of the party of the first part, its employees, agents, or subcontractors. This duty of indemnification shall apply to any claims arising out of or resulting from any bodily injury, death, or property damage to any person or entity, including the party of the first part, its employees, agents, or subcontractors, and any claims arising out of or resulting from the party of the first part's failure to comply with any applicable laws, rules, or regulations. The provisions of this Section shall survive the termination or expiration of this Agreement.

Remarks:

The party of the first part shall maintain general liability insurance coverage in the amount of at least \$1,000,000.00 with a reputable insurance carrier. The City shall be named as an additional insured on the policy, and the party of the first part shall provide a certificate of insurance naming City of Kingsland, GA as an additional insured.

Hours: Thursday 5PM-10PM, Friday 5PM-11PM, Saturday 1PM-11PM, Sunday 1PM-10PM Second party responsible for police security during operating hours.

First Party to pay 20% of ride revenue after deducting State and local sales tax.

Second Party to assist First Party with advertising strategy for the Spring Carnival. Second Party to secure any local permits needed for Spring Carnival.

IN WITNESS THEREOF, the parties hereto have hereunto set their hand and seals this day and year first above written.

Signed this ____ day of February, 2023

AWESOME AMUSEMENTS under license with AMUSEMENTS OF AMERICA

By: _____

Title _____

City of Kingsland, Georgia

By: _____

Title: _____



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 03/13/23 06:00 PM
Department: City Clerk
Category: Miscellaneous
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 4122)

DOC ID: 4122

Approval Of: Declare 2006 Ford Crown Victoria as Surplus and Transfer Title

The City of Homeland, Georgia Police Department is requesting the donation of a de-commissioned KPD patrol car. 2006 Ford Crown Victoria, Vehicle Identification #2FAFP71W16X138535. The city is required to declare the vehicle surplus before transferring title.

Staff recommends approval.

2090



