



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • AUGUST 14, 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

- 1. Approval of Variance - Parcel K08 01 016 - 465 Martin Luther King Jr, Boulevard -

Everett Burch is requesting a Variance to Article VII, Section 70.1.4, #1 - Minimum Lot Area 7,500 square feet in an R-4 Zoning District. Applicant is requesting a 700 square foot variance to the required lot size to be able to place a mobile home on the parcel.

Planning Commission took no action. Three members voted in favor of the variance, three members opposed the variance and one member abstained.

VII. PLANNING AND ZONING

1. Approval of Home Occupation Permit - 115 Bayswood Drive - Map & Parcel 082N 033A -

Aaron Brown has applied for a Home Occupation Permit for a party rental business know as "B Better Bounce House". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is R-1.

Planning Commission recommends approval.

2. Approval of Home Occupation Permit -218 Creekwood Drive - Map & Parcel 082G 009 -

Thomas Staub has applied for a Home Occupation Permit for a Food Truck business known as "Pop's Food Service Solutions". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. The applicant will not be preparing food at the residence. Zoning is R-1.

Planning Commission recommends approval.

3. Approval of Home Occupation Permit - 890 Greentree Drive - Map & Parcel 095 009T002 -

Kaylie Vernon has applied for a Home Occupation Permit for a mobile bartending business known as "Boozie Barrel, LLC". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. The applicant will not be selling alcohol to the public. The business will be hired to bartend private events only. Zoning is PD/R-1.

Planning Commission recommends approval.

VIII. NEW BUSINESS

1. Approval Of: Declaration of Surplus Items for Scrap Sale -

Fleet Services Director recommends approval.

2. Approval of: Contract Agreement with Amusement of America -

Amusements of America will present the Spring Carnival from March 21, 2024 through March 24, 2024 and in 2025 (dates to be determined) at The Lawn.

Staff recommends approval.

3. Approval Of: First Amendment to Water Tower Lease -

An amendment to the Gross Road (Bamboo) Water Tower Lease with Cellco Partnership d/b/a Verizon Wireless to allow for the removal and addition of specified cell phone equipment. This will increase the monthly rent by \$500.00.

Staff recommends approval.

4. Ratification Of: RDK Assets Lease Agreement - Public Works Director Bill Coleman

Ratification of a short term rental agreement with RDK Assets, Inc., for a 2022 CCC ASL 28-yard Side-Load Refuse Collection Truck @ \$8,500.00 per month for three months for a total of \$25,500.00.

Staff recommends approval.

5. Ratification of: RFP #COK 23-019 Exterior Monument Signage -

Ratification of replacement of five (5) exterior "Welcome to Kingsland" monument signs. Low bidder is Dalton Signs @ \$3,349.75 per sign for a total of \$16,748.75. Funding was approved in the FY 2022-2023 Budget.

Staff recommends approval.

6. Bid Award: Water Plant #2 Well Rehabilitation -

Staff recommends sole bidder, Southern Civil, LLC, for \$98,237.

7. Approval Of: Courtware/Justice One Contract Renewal -

Courtware software, now known as Justice One, is updating the terms of our original contract (2002). New terms are at \$9 per violation with a \$1,000 monthly minimum. Our average over the last 12 months has been \$2,369/month with the lowest being \$1,400. Our original contract was at \$8 per violation. This is a \$1 increase with a new requirement of a minimum (company requirement after COVID). The ability for court to retrieve driver and criminal histories will be included at no additional charge.

Staff recommends approval.

IX. MAYOR AND COUNCIL ANNOUNCEMENT

X. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

Meeting: 08/14/23 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

TABLED

AGENDA ITEM (ID # 4214)

DOC ID: 4214

Approval of Variance - Parcel K08 01 016 - 465 Martin Luther King Jr, Boulevard

Everett Burch is requesting a Variance to Article VII, Section 70.1.4, #1 - Minimum Lot Area 7,500 square feet in an R-4 Zoning District. Applicant is requesting a 700 square foot variance to the required lot size to be able to place a mobile home on the parcel.

Planning Commission took no action. Three members voted in favor of the variance, three members opposed the variance and one member abstained.

HISTORY:

07/10/23

City Council

POSTPONED

Next: 08/14/23

Councilman Galloway asked Planning Director Scott Kimball to elaborate on the item. Mr. Kimball stated that the parcel is zoned for a mobile home but he was unsure of how long ago there had been one there. Councilman Fullilove asked if the shed on the property was going to be removed and Mr. Kimball stated it would be removed. Mr. Kimball also stated that if the variance was not approved, the parcel would become un-buildable. Councilwoman Chance asked about the egress issue. Mr. Kimball stated that he wasn't sure about an easement. Councilman Fullilove made a motion to wait until the planning department had looked into the easement before making a decision. Councilman Galloway seconded the motion.



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: July 5, 2023

City Council Meeting Date: July 10, 2023

Agenda Item: Variance for Parcel K08 01 016 (465 MLK JR. BLVD)

Background: The applicant submitted a plat and is planning to put a mobile home on the property for rental purposes. The existing parcel is approx. 6,800 square feet and is zoned R-4 (Mobile/Manufactured Homes). The lot size requirement in a R-4 zoning district is 7,500 square feet. The applicant has stated he is unable to purchase any of the surrounding lots to be able to meet the requirements and if the variance is not granted the lot is basically an unbuildable lot. The applicant states he can meet all required setbacks. The Planning Dept. sees no reason the variance should not be granted.

Summary: Everett Burch is requesting a Variance is to Article VII, Section 70.1.4, #1 – Minimum Lot Area is 7,500 square feet. Applicant is requesting a 700 square foot variance to the required lot size to be able to place a mobile home on the parcel.

Zoning: R-4

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval of the variance request.

Scott L. Kimball

Planning & Zoning Director

Island Zoning Map

King_Add_4112018

Category

- Imp
- LS
- Vac

RoadCenterlines_20190401

Zoning 2018

ZONING

- C-1
- C-1 Overlay
- C-1A Overlay
- C-2
- C-4
- C-ED
- C-PLMU
- I-G
- I-L
- LI Overlay
- MU
- PD
- PD/C-2
- PD/C-4
- PD/MU
- PD/R-1
- PD/R-2
- PD/R-3
- R-1
- R-2
- R-3
- R-4
- R-5
- R-6
- R-7





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	K08 01 016	Owner	JACKSON JAMES A	Last 2 Sales			
Class Code	Residential		POST OFFICE BOX 32	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	8/19/2017	0	NM	U
	KINGSLAND	Physical Address	465 MARTIN LUTHER KING JR BLVD	8/18/2017	0	NM	U
Acres	0.16	Assessed Value	Value \$9064				

(Note: Not to be used on legal documents)

Date created: 6/14/2023

Last Data Uploaded: 6/13/2023 10:27:27 PM

Developed by Schneider
GEOSPATIAL



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 08/14/23 06:00 PM
Department: Planning and Zoning
Category: Home Office Occupancy
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 4224)

DOC ID: 4224

Approval of Home Occupation Permit - 115 Bayswood Drive - Map & Parcel 082N 033A

Aaron Brown has applied for a Home Occupation Permit for a party rental business know as "B Better Bounce House". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is R-1.

Planning Commission recommends approval.



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

Planning and Community Development Staff Report

Planning Commission Meeting Date: July 5, 2023

City Council Meeting Date: July 10, 2023

Agenda Item: Home Occupation for 115 Bayswood Drive, Map & Parcel 082N 033A
Summary:

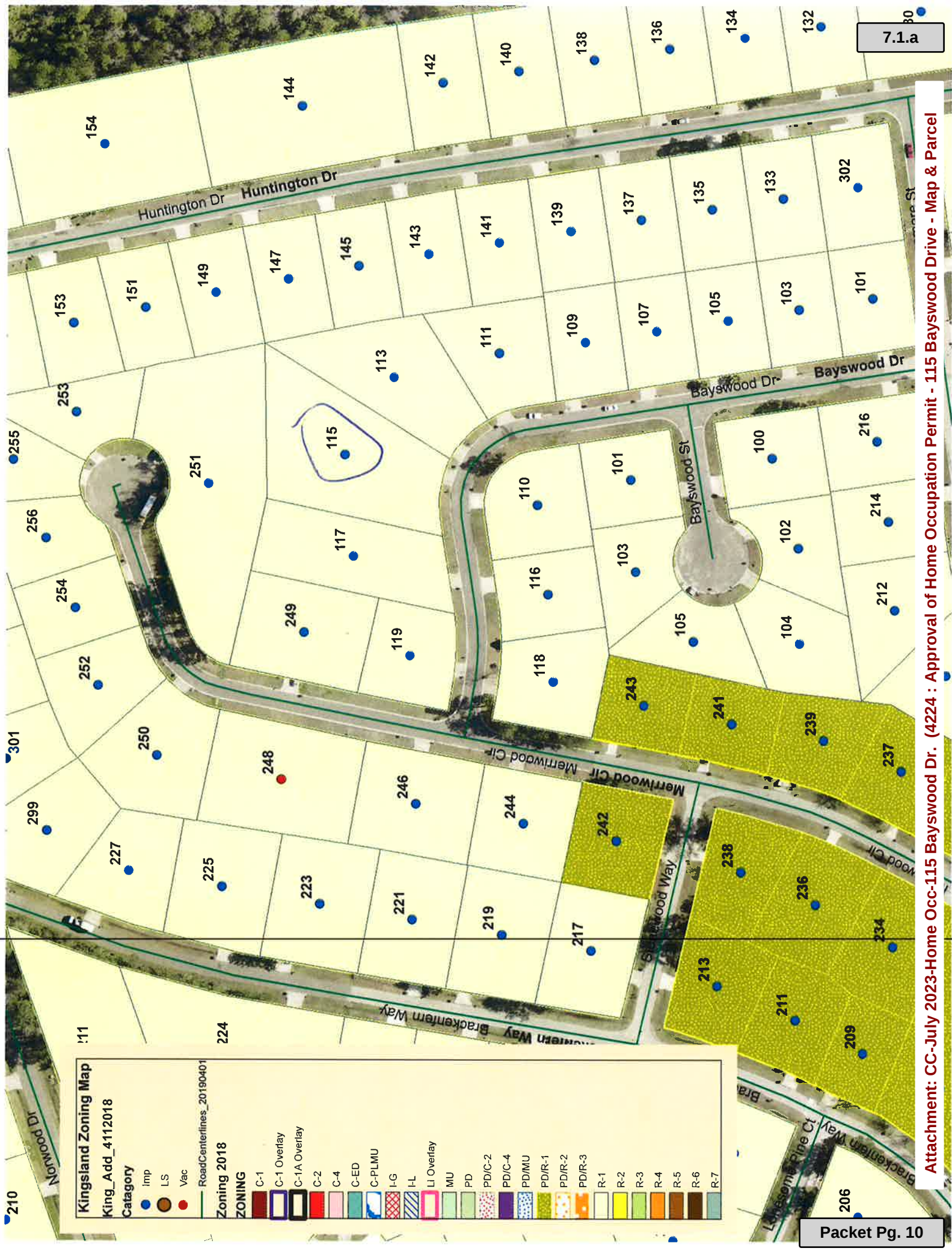
Aaron Brown has applied for a Home Occupation Permit for a party rental business known as "B Better Bounce House". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO.

Zoning: R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval

Scott L. Kimball
Planning & Zoning Director



Kingsland Zoning Map
King_Add_4112018

Category

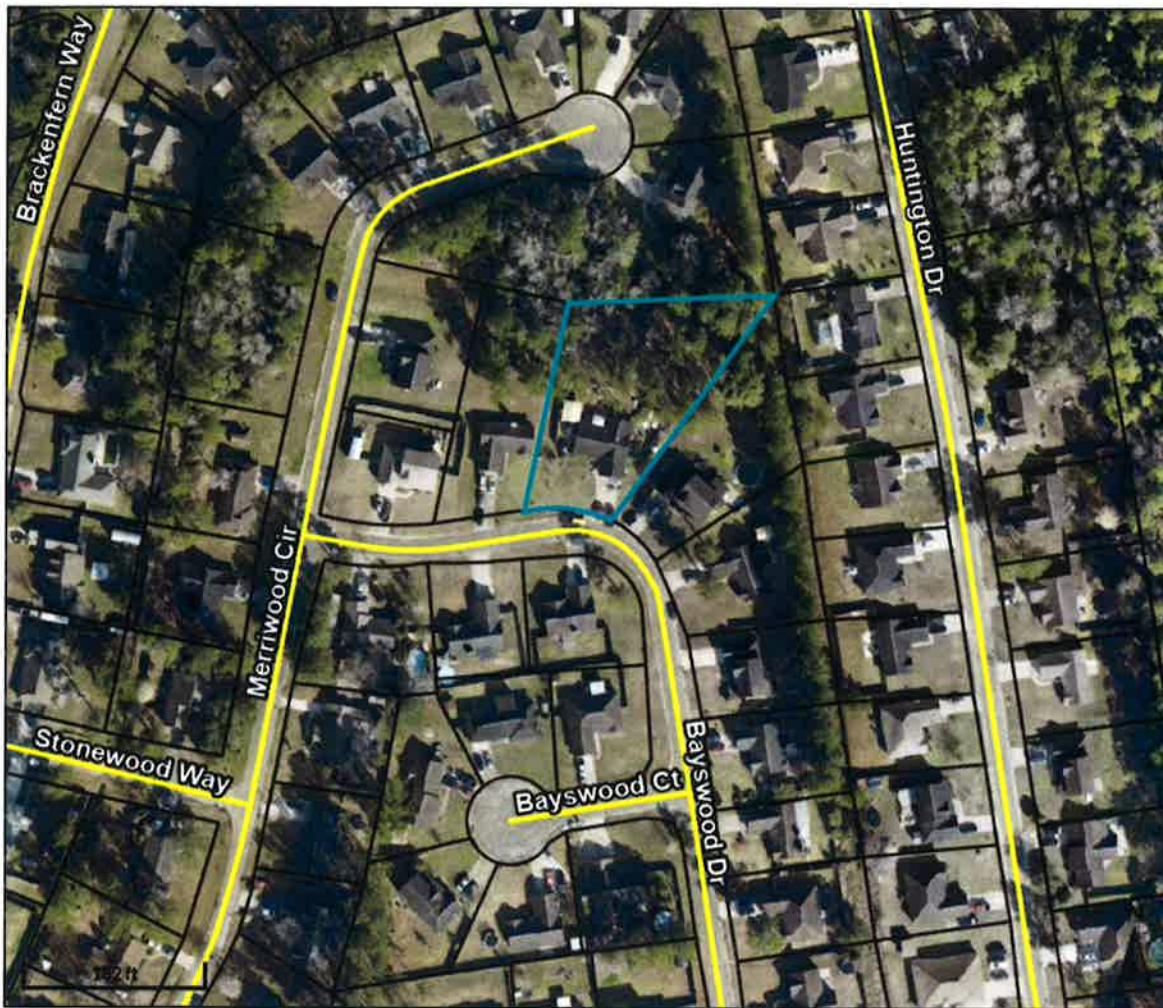
- Imp (Blue dot)
- LS (Brown dot)
- Vac (Red dot)
- RoadCenterlines_20190401 (Green line)

Zoning 2018

ZONING

C-1	C-1 Overlay	C-1A Overlay	C-2	C-4	C-ED	C-PLMU	I-G	I-L	LI Overlay	MU	PD	PD/C-2	PD/C-4	PD/MU	PD/R-1	PD/R-2	PD/R-3	R-1	R-2	R-3	R-4	R-5	R-6	R-7
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Attachment: CC-July 2023-Home Occ-115 Bayswood Dr. (4224 : Approval of Home Occupation Permit - Map & Parcel



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	082N 033A	Owner	BROWN AARON M & JOYA
Class Code	Residential		115 BAYSWOOD DRIVE
Taxing District	KINGSLAND		KINGSLAND, GA 31548
	KINGSLAND	Physical Address	115 BAYSWOOD DR
Acres	n/a	Assessed Value	Value \$202147

(Note: Not to be used on legal documents)

Last 2 Sales

Date	Net Price	Reason	Qual
6/30/2017	\$157000	FM	Q
12/1/2006	\$155585	FM	Q

Date created: 6/14/2023

Last Data Uploaded: 6/13/2023 10:27:27 PM

Developed by  **Schneider**
GEOSPATIAL



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 08/14/23 06:00 PM
Department: Planning and Zoning
Category: Home Office Occupancy
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 4225)

DOC ID: 4225

Approval of Home Occupation Permit -218 Creekwood Drive - Map & Parcel 082G 009

Thomas Staub has applied for a Home Occupation Permit for a Food Truck business known as "Pop's Food Service Solutions". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. The applicant will not be preparing food at the residence. Zoning is R-1.

Planning Commission recommends approval.



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

Planning and Community Development Staff Report

Planning Commission Meeting Date: August 7, 2023

City Council Meeting Date: August 14, 2023

Agenda Item: Home Occupation for 218 Creekwood Drive., Map & Parcel 082G 009
Summary:

Thomas Staub has applied for a Home Occupation Permit for a Food Truck business known as “Pop’s Food Service Solutions”. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. The applicant will not be preparing food at his residence.

Zoning: R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval

Scott L. Kimball
Planning & Zoning Director

Kingsland Zoning Map
 King_Add_4112018

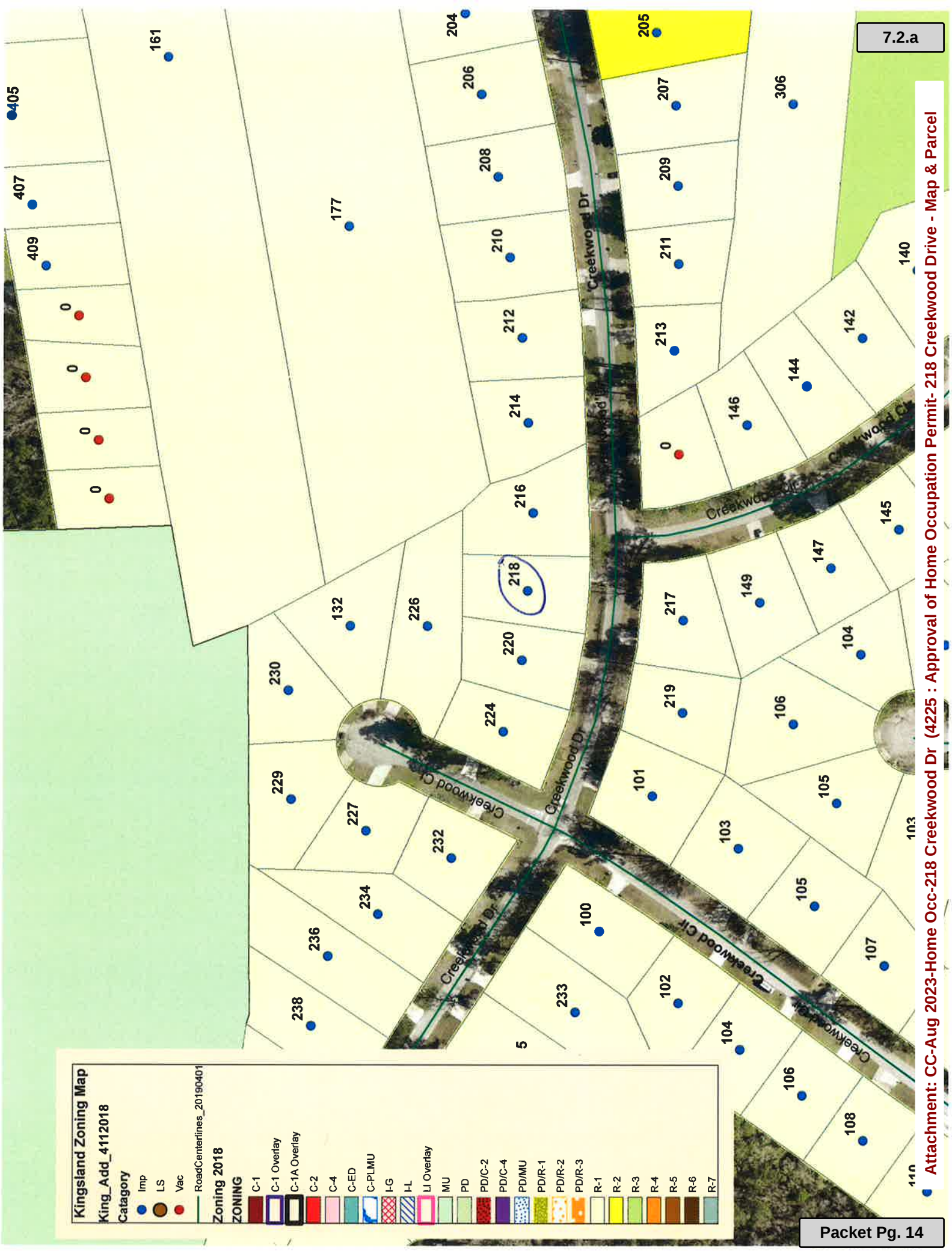
Category

- Imp
- LS
- Vac
- RoadCenterlines_20190401

Zoning 2018

ZONING

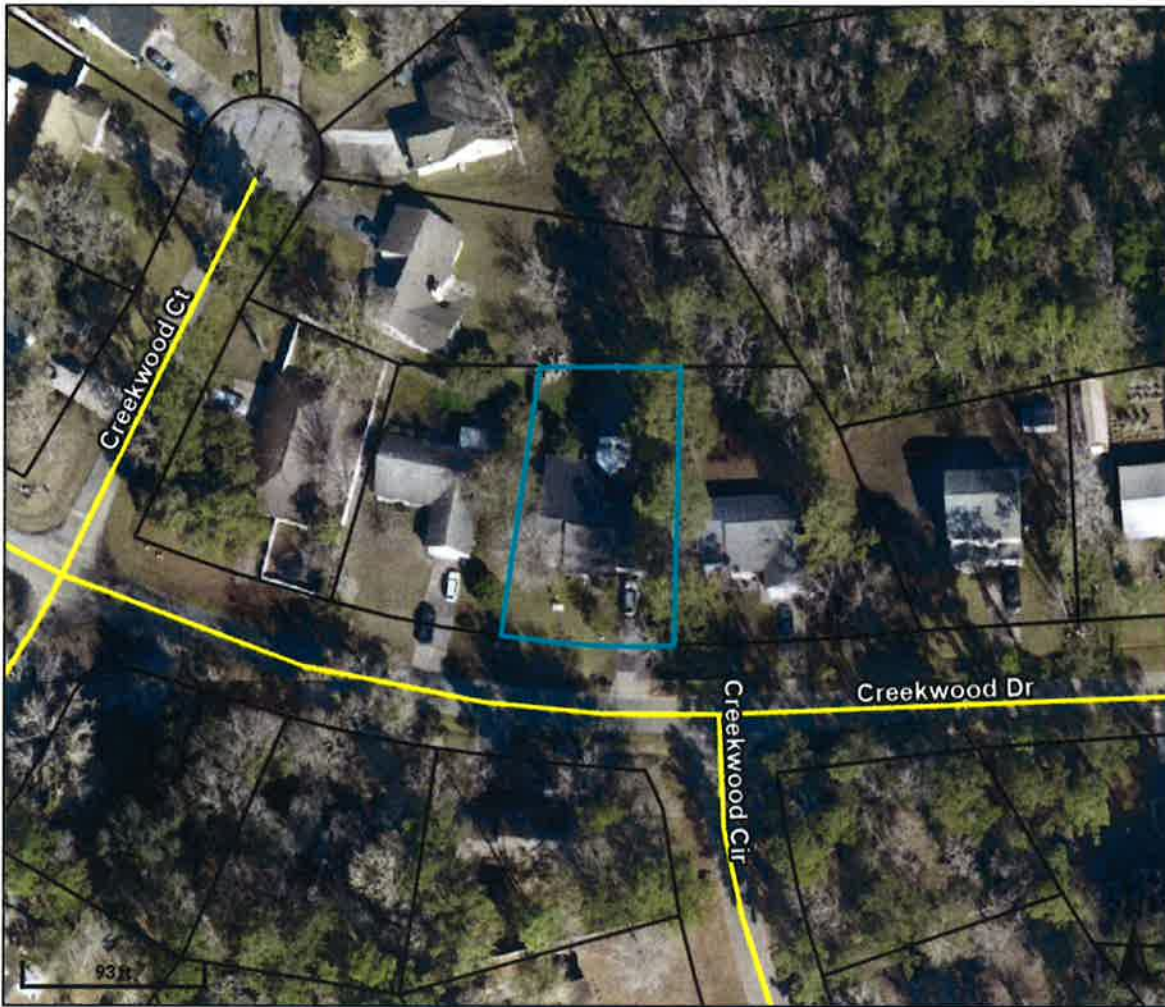
C-1	C-1 Overlay	C-1A Overlay	C-2	C-4	C-ED	C-PLMU	IG	IL	LI Overlay	MU	PD	PD/C-2	PD/C-4	PD/MU	PD/R-1	PD/R-2	PD/R-3	R-1	R-2	R-3	R-4	R-5	R-6	R-7
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Attachment: CC-Aug 2023-Home Occ-218 Creekwood Dr (4225 : Approval of Home Occupation Permit- 218 Creekwood Drive - Map & Parcel



Camden County, GA



Overview



Legend

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

Parcel ID	082G 009	Owner	STAUB THOMAS F & LYNDAR	Last 2 Sales			
Class Code	Residential		218 CREEKWOOD DRIVE	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	10/1/1995	0	NM	U
	KINGSLAND	Physical Address	218 CREEKWOOD DR	10/1/1995	\$67350	NM	U
Acres	n/a	Assessed Value	Value \$211335				

(Note: Not to be used on legal documents)

Date created: 7/18/2023

Last Data Uploaded: 7/17/2023 10:37:32 PM

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GEOSPATIAL



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 08/14/23 06:00 PM
Department: Planning and Zoning
Category: Home Office Occupancy
Prepared By: Natalie Moreland

Initiator: Natalie Moreland

Sponsors:

AGENDA ITEM (ID # 4226)

DOC ID: 4226

Approval of Home Occupation Permit - 890 Greentree Drive - Map & Parcel 095 009T002

Kaylie Vernon has applied for a Home Occupation Permit for a mobile bartending business known as "Boozie Barrel, LLC". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. The applicant will not be selling alcohol to the public. The business will be hired to bartend private events only. Zoning is PD/R-1.

Planning Commission recommends approval.



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

Planning and Community Development Staff Report

Planning Commission Meeting Date: August 7, 2023

City Council Meeting Date: August 14, 2023

Agenda Item: Home Occupation for 890 Greentree Drive., Map & Parcel 095 009T002
Summary:

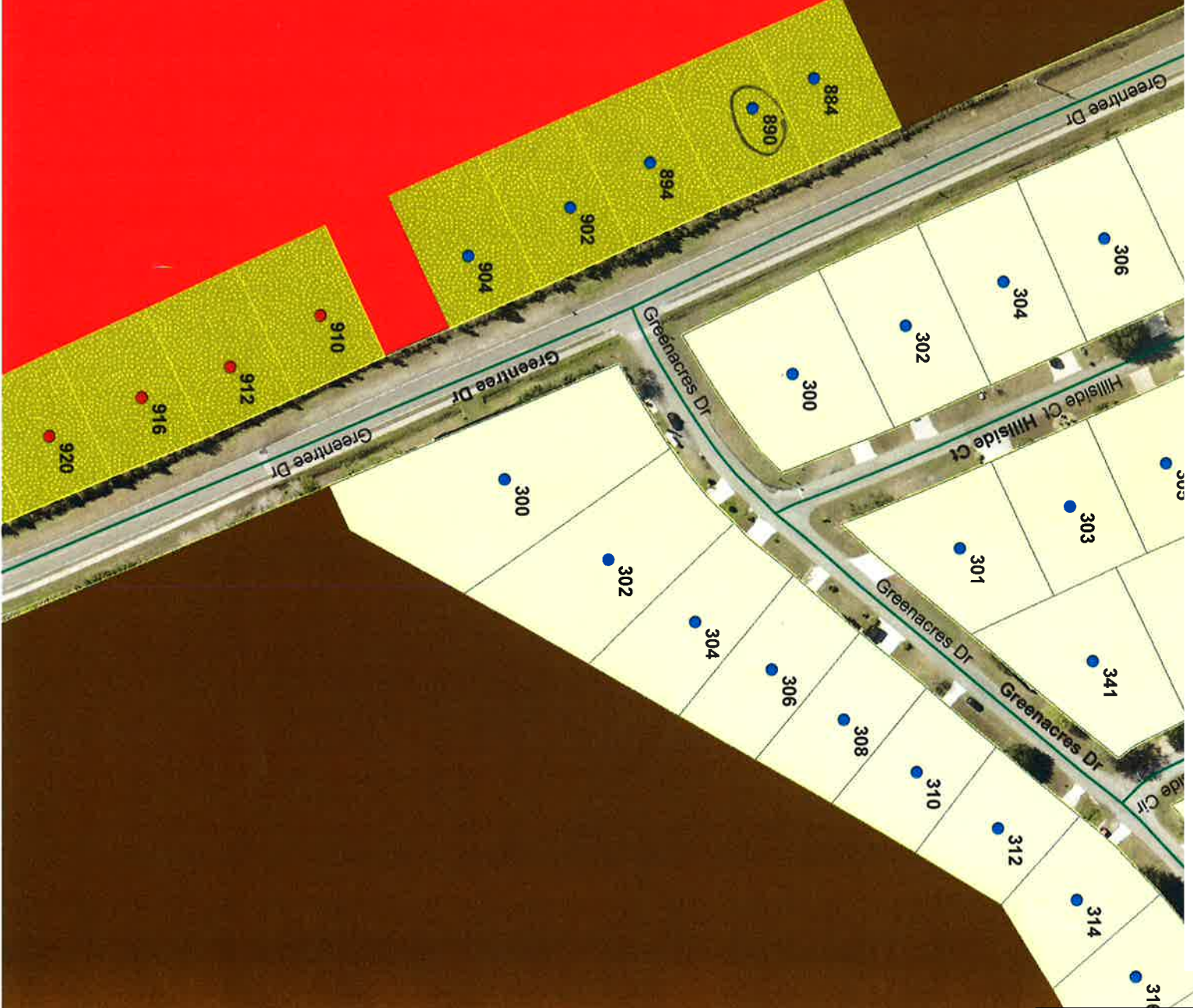
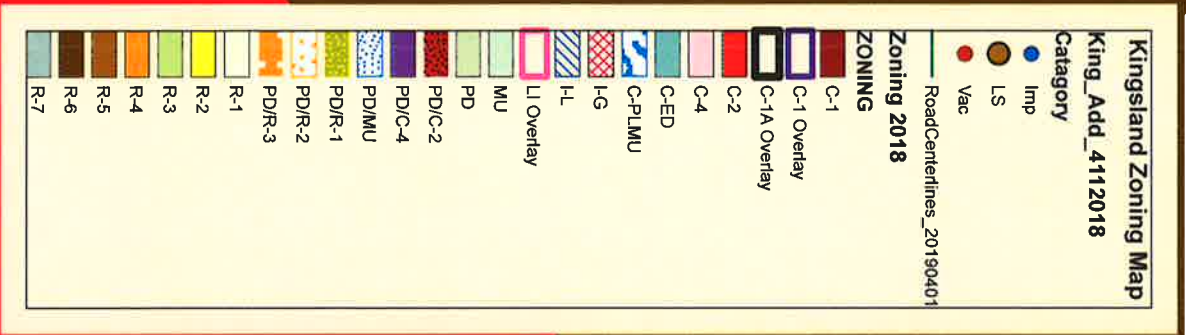
Kaylie Vernon has applied for a mobile bartending business known as “Boozie Barrel, LLC”. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. The applicant will not be selling alcohol to the public. The business will be hired to bartend private events only.

Zoning: PD/R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

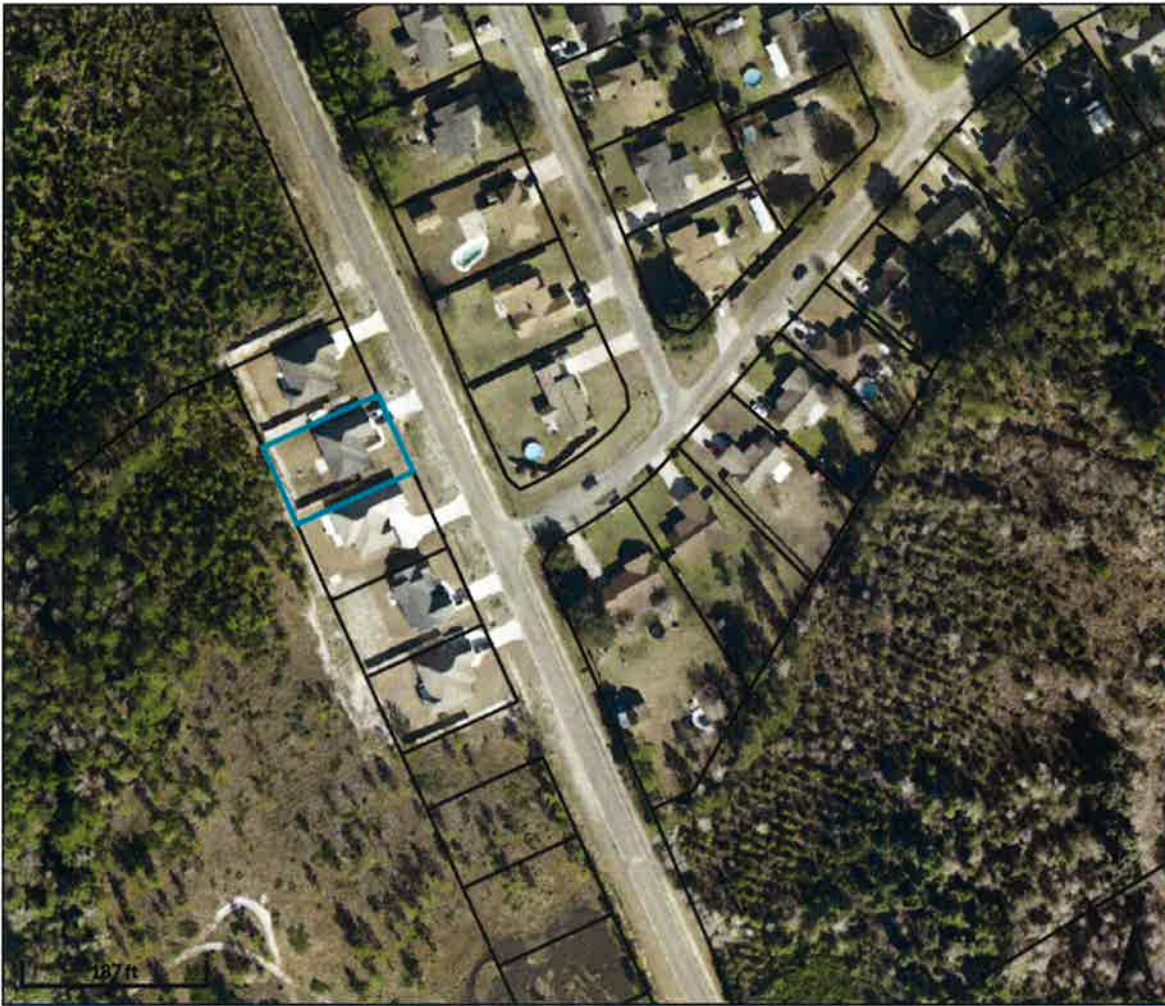
Staff Recommendation: Staff recommends approval

Scott L. Kimball
Planning & Zoning Director





Camden County, GA



Overview



Legend

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

Parcel ID 095 009T002
Class Code Residential
Taxing District KINGSLAND
 KINGSLAND
Acres 0.24

(Note: Not to be used on legal documents)

Owner VERNON KEVIN ALAN
 890 GREENTREE DRIVE
 KINGSLAND, GA 31548
Physical Address 890 GREENTREE DR
Assessed Value Value \$326740

Last 2 Sales

Date	Net Price	Reason	Qual
5/4/2020	\$214900	FM	Q
8/9/2019	\$22000	MP	U

Date created: 7/14/2023

Last Data Uploaded: 7/13/2023 10:32:45 PM

Developed by Schneider
GEOSPATIAL

Attachment: CC-Aug 2023-890 Greentree Dr (4226 : Approval of Home Occupation Permit - 890 Greentree Drive - Map & Parcel 095 009T002)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 08/14/23 06:00 PM
Department: Finance
Category: Miscellaneous
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4218

AGENDA ITEM (ID # 4218)

Approval Of: Declaration of Surplus Items for Scrap Sale

Fleet Services Director recommends approval.

SURPLUS VEHICLES 2023

	VEHICLE #	VIN	YEAR	MAKE	MODEL	HAS CATALYTIC CONVERTER	HAS DECALS
1	4100	1J4FT48S71L512136	2000	JEEP	CHEROKEE	N	N
2	2867	1FMZU62K54UA91628	2004	FORD	EXPLORER	Y	N
3	1402	55740				Y	Y
4	2821	2FAFP71W44X151602	2004	FORD	CROWN VIC	Y	N
5	4708	1FMZU62K35ZA53268	2003	FORD	EXPLORER	N	N
6	1232	2RTFR17W33CA95706	2003	FORD	F150	Y	N
7	4707	1FMZU62K53UB83594	2003	FORD	EXPLORER	Y	N
8	1996	B6301443	2007	SCAG	MOWER	N/A	N
9	1212	65146	2012	HOMEMADE	TRAILER	N/A	
10	3906	1FMPU16L32LA82359	2002	FORD	EXPEDITION	Y	N
11	3964	1FDNF20576ED93031	2006	FORD	F250	Y	N
12	2900	DOARIGNJE5Q89	1995	INTERNATIONAL	ARMORED	Y	N
13	9702	2FAP71W63Z148568	2003	FORD	CROWN VIC	Y	N
14	2289	2FAFP71V48X144209	2008	FORD	CROWN VIC	Y	Y
15	2089	2FAFP71W36X138777	2006	FORD	CROWN VIC	Y	Y
16	4712	2FAFP71V08X140335	2006	FORD	CROWN VIC	Y	Y
17	2087	2FAFP71W76X138538	2006	FORD	CROWN VIC	Y	Y
18	4304	2FAFP71W31X176808	2001	FORD	CROWN VIC	Y	N
19	2091	2FAFP71W16X138549	2006	FORD	CROWN VIC	Y	Y
20	9622	1FDWF36F9YEC40177	2006	FORD	F350	Y	Y
21	3206	1FDKF37M2LNB29443	1990	FORD	F350	Y	Y
22	7003	1J4GK48K42W171298	2002	JEEP	LIBERTY	Y	N
23	1534	2NPLHM7XX8M767152	2008	PETERBUILT	REAR LOADER		
24	3901	1FDWF36P33EC58966	2003	FORD	F-350		
25				BUSH HOG			
26	1533	1HTSHAAR4WH528383	1997	INTERNATIONAL	LIMB WAGON		
27	1539	3BPZL00X97F717598	2007	PETERBUILT	SIDE LOADER		
28	2409	2C3CDXATXGH188734	2016	DODGE	CHARGER		
29	2403	2C3CDXATXEH367790	2014	DODGE	CHARGER		
30	4302	1J4GK48482W1233818	2002	JEEP	LIBERTY		
31	9703	2FAFP71W54X151608	2003	FORD	CROWN VIC		
32	4710	2FAFP71W57X128556	2007	FORD	CROWN VIC		
33	1117	1B7GL22X7WS756269	1998	DODGE	DAKOTA		



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4227)

Meeting: 08/14/23 06:00 PM
Department: City Clerk
Category: Contract
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4227

Approval of: Contract Agreement with Amusement of America

Amusements of America will present the Spring Carnival from March 21, 2024 through March 24, 2024 and in 2025 (dates to be determined) at The Lawn.

Staff recommends approval.



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 15th day of August, 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 21, 2024 and ending on or about Sunday, March 24, 2024. This contract will be valid for the following years: 2024 and 2025, (2025 event dates to be determined.)

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 shall be responsible for one (1) police security officer during operating hours. Additional security may be provided by the Second Party for an additional cost, contingent upon staff availability. Additional costs are the responsibility of the First Party.

First party responsible for any artificial lighting that may be needed during the event as well as any portable restrooms and wash stations.

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. Second Party to provide First Party with 50 wrist bands

promotions and yard signs 60-days prior to the event.

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

Signed this 15th day of August, 2023.

AWESOME AMUSEMENTS under license with AMUSEMENTS OF AMERICA

By: _____

Title _____

City of Kingsland, Georgia

By: _____

Title: City Manager

Attachment: Awesome Amusements Contract 2024 (4227 : Approval of: Contract Agreement with Amusement of America)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4229)

Meeting: 08/14/23 06:00 PM
Department: City Manager
Category: Amendment
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4229

Approval Of: First Amendment to Water Tower Lease

An amendment to the Gross Road (Bamboo) Water Tower Lease with Cellco Partnership d/b/a Verizon Wireless to allow for the removal and addition of specified cell phone equipment. This will increase the monthly rent by \$500.00.

Staff recommends approval.

LESSEE Site Name: Bamboo
 LESSEE MDG Location ID: 5000064529

FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT

THIS First Amendment to Water Tower Lease Agreement (the “First Amendment”) is made and shall be effective, as of the last date of the signatures below (“Effective Date”), between City of Kingsland, (“LESSOR”) and Celco Partnership d/b/a Verizon Wireless (“LESSEE”). LESSOR and LESSEE (or their predecessors in interest) entered into that certain Water Tower Lease Agreement dated September 26, 2016, as may have been previously amended and/or assigned (the “Agreement”), pursuant to which LESSEE is leasing from LESSOR a portion of that certain property located at 162 Gross Road, Kingsland, Camden County, Georgia, as more particularly described in the Agreement. LESSOR and LESSEE may be referenced in this First Amendment individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and promises contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. LESSEE shall be allowed to make the equipment additions or removals necessary to configure LESSEE’s equipment as shown on Attachment B-1, attached hereto. For all purposes under the Agreement as amended hereby, the descriptions and specifications of LESSEE’s equipment set forth in the Agreement, including, without limitation, any equipment descriptions and specifications with respect to LESSEE’s equipment set forth in any schedules, exhibits or attachments to the Agreement, are hereby deleted and replaced with the specifications of LESSEE’s equipment described in Attachment B-1, attached hereto.
2. Effective upon the first day of the month following the date LESSEE commences installation of the modifications contemplated under this First Amendment, monthly rent for the current lease year shall be increased by Five Hundred Dollars and no/100 (\$500.00) and shall continue to be paid in accordance with the terms and conditions of the Agreement.
3. Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Agreement.
4. In the event of any conflict or inconsistency between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall govern and control.
5. Except as otherwise provided for in this First Amendment, the Agreement shall remain in full force and effect in accordance with the original terms of the Agreement.

[SIGNATURE PAGE TO FOLLOW]

Attachment: GA.Kingsland.Bamboo.MDG5000064529.1stAmendment.08.10.2023.2 (4229 : Approval Of: First Amendment to Water Tower Lease)

LESSEE Site Name: Bamboo
LESSEE MDG Location ID: 5000064529

IN WITNESS WHEREOF, this First Amendment is effective and entered into as of the date last written below:

LESSOR:

City of Kingsland

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

Attachment: GA.Kingsland.Bamboo.MDG5000064529.1stAmendment.08.10.2023.2 (4229 : Approval Of: First Amendment to Water Tower Lease)

LESSEE Site Name: Bamboo
LESSEE MDG Location ID: 5000064529

ATTACHMENT B-1
EQUIPMENT SPECIFICATIONS

Final configuration for this First Amendment:

- (9) Antennas
- (6) RRUS-32
- (3) RRUS-B13+A2
- (3) RC3DC-3315-PF-48
- (1) Equipment Platform
- (3) 1 5/8" Hybrid Fiber / Coax
- (1) 5' x 9' generator
- (1) ice bridge
- (1) utility frame
- (1) lighting rod
- (1) corral mount



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 08/14/23 06:00 PM

Department: City Manager

Category: Lease

Prepared By: Lee Spell

Initiator: Lee Spell

Sponsors: Public Works Director Bill Coleman

DOC ID: 4219

AGENDA ITEM (ID # 4219)

Ratification Of: RDK Assets Lease Agreement

Ratification of a short term rental agreement with RDK Assets, Inc., for a 2022 CCC ASL 28-yard Side-Load Refuse Collection Truck @ \$8,500.00 per month for three months for a total of \$25,500.00.

Staff recommends approval.

Stock # _____ Invoice # _____

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

*Lessee Information**Shipping Address*

Customer # _____

Customer Name _____

Phone # _____

P.O. #/Job # _____

Ordered By _____

Project _____

Job Location _____

Salesman _____

Delivered By: ☐ RKTR ☐ Lessee ☐ Other _____ Date/Time Shipped _____Returned By: ☐ RKTR ☐ Lessee ☐ Other _____ Date/Time Shipped _____

Serial Number	Tag	Equipment Description	Rental Term	Rate	Total

Note: Rental Agreement is valid for a period of _____ months and cannot be canceled by returning equipment to RDK Assets, INC, dba RDK Truck Sales or an authorized rental location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Rental Starts _____ Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____

rental rate is \$ _____

If changes occur, applicable rental charges will result.

No more than 60 hours per work week.

Customer is responsible for permits, licensing and repairs.

Oil & filters must be changed every 200 hours.

Customer is responsible for IFTA mileage tracking and reporting. Customer is responsible for displaying name and DOT

Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Minimum Rental Contract: _____

Tax Rate _____ Rental Amount _____

Sales Tax _____

Transportation _____

Total _____

Security Deposit* (Cash/Check) _____

Replacement Value of Vehicle: _____

Total Due _____

(*Security Deposit, net of any physical damage assessment, will be returned upon complete vehicle inspection by RDK Assets, INC, dba RDK Truck Sales)

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LESSOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____ Policy No. _____ Exp. Date _____

Minimum Property Damage Coverage \$ _____ Date Insurance Certificate Received _____

BY EXECUTION OF THIS RENTAL AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS RENTED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCEABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Date

Lessee Signature _____ Prepared By: _____

Lessee Name (please print) _____ Reviewed By: _____

Drivers License # _____ State _____ Credit Approved By: _____

Company Name _____ Security Deposit Received: _____

Date _____ Security Deposit Returned: _____

RDK ASSETS, INC. dba RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

- 1. RETURN OF EQUIPMENT** - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which rented on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.
- 2. CHARGES** - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all rental and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the rental is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, licenses, registration or fees levied or based upon the rentals of the Equipment or the use or the operation thereof. Rental payment is due at the beginning of each rental term. The daily, weekly and monthly rental shall entitle Lessee to a maximum of one-shift use (8 hours per day, 60 hours per week, 260 hours per month). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the rental rate and triple-shift use will incur a charge of two (2) times the rental rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Rentals are F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.
- 3. USE OF EQUIPMENT** - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, licensee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employee or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.
- 4. SERVICE** - Lessee shall perform and pay for all normal, periodic and other basic service, adjustments and lubrication of Equipment, including but not limited to; checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forthwith, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor.
- 5. INSURANCE** - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits of at least \$3,000,000 for each person in each accident and property damage liability limits of at least \$1,000,000 on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5, which certificates shall provide that they may not be canceled or materially modified except on thirty (30) days prior written notice to Lessor. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee and as an additional named insured on such certificates of insurance. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. Lessee's insurance shall also insure except as may be otherwise provided herein, against all risks of direct physical loss or damage to the Equipment, while in transit or otherwise within the United States of America and Canada, and shall also include general average and salvage charges on Equipment while waterborne. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor, Lessee shall also maintain worker's compensation insurance to extent required by law. Lessee agrees that credit for downtime is at Lessor's discretion only.
- 6. INDEMNITY** - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, mantling, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorneys' fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration of termination of this Agreement for any reason.
- 7. COMPLIANCE WITH LAW** - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.
- 8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL** This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida, excluding laws of Florida relating to the resolution of conflict of laws of different jurisdictions. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.
- 9. RENTAL** - This Agreement is an agreement of rental only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.
- 10. LIABILITY** - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the rental charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.
- 11. DEFAULT** - All delinquent installments of rent shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, licensee and render inoperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of rent, expense of retaining, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.
- 12. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY** - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.
- 13. TITLES, HEADINGS AND CAPTIONS** - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.
- 14. ENTIRE AGREEMENT** - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.
- 15. NO WAIVER** - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

RDK ASSETS, INC. dba RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS

- 1. LESSORS GENERAL RESPONSIBILITY** - Under the RDK Assets, INC. dba RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. dba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. dba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is to be repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.
 - 2. SUBROGATION** - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.
- Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or sound record recordings or any of Lessee's rights hereunder.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4222)

Meeting: 08/14/23 06:00 PM
Department: City Manager
Category: Bid Award
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4222

8.5

Ratification of: RFP #COK 23-019 Exterior Monument Signage

Ratification of replacement of five (5) exterior "Welcome to Kingsland" monument signs. Low bidder is Dalton Signs @ \$3,349.75 per sign for a total of \$16,748.75. Funding was approved in the FY 2022-2023 Budget.

Staff recommends approval.

Bid Tabulation
 Exterior Monument Signage
 RFP #COK 23-019
 Tuesday, July 25, 2023 @ 2:00 PM



Vendor	Cost Per Sign	Total Cost for Five (5) Signs
Dalton Signs, Inc.	\$3,349.75	\$16,748.75
Blink Marketing, Inc. d/b/a Blink Signs	\$4,574.25	\$22,871.25
West Central Signs, Inc.	\$4,740.00	\$23,700.00
Complete Signs, LLC	\$9,451.00	\$47,255.00

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



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4228)

Meeting: 08/14/23 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4228

8.6

Bid Award: Water Plant #2 Well Rehabilitation

Staff recommends sole bidder, Southern Civil, LLC, for \$98,237.

City of Kingsland
 Bid Tabulation
 Water Plant 2 Well Rehabilitation
 RFP #COK 23-019
 Tuesday, August 1, 2023 @ 2:00 PM

Contractor	Grand Total for Complete Job	Start Date	End Date
Southern Civil, LLC	\$98,237.00	TBD	TBD
Woodard Construction	No bid submitted		

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 # 4223)

Meeting: 08/14/23 06:00 PM
Department: Finance
Category: Contract
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4223

8.7

Approval Of: Courtware/Justice One Contract Renewal

Courtware software, now known as Justice One, is updating the terms of our original contract (2002). New terms are at \$9 per violation with a \$1,000 monthly minimum. Our average over the last 12 months has been \$2,369/month with the lowest being \$1,400. Our original contract was at \$8 per violation. This is a \$1 increase with a new requirement of a minimum (company requirement after COVID). The ability for court to retrieve driver and criminal histories will be included at no additional charge.

Staff recommends approval.



NON-EXCLUSIVE LICENSE AGREEMENT

THE STATE OF GEORGIA
COUNTY OF: Camden

JusticeONE® (herein "JSO"), 5917 Edenfield Dr. Suite 110, Acworth, Georgia 30101, for good and valuable consideration, hereby grants a nonexclusive license to:
City of Kingsland

(END USER)

107 S Lee Street | Kingsland, GA 31548

(ADDRESS)

(CITY, STATE, ZIP CODE)

(herein "Licensee") to use certain software programs and related materials (herein "Programs") for the designated processing system, subject to the terms and conditions hereof (herein "License"):

Programs shall include executable modules for each software program identified in this Agreement, user's manual and related documentation, in machine readable or printed form.

LICENSE	QTY	UNIT PRICE
Visual Court Management System	1	Included
Shield of Justice NCIC Court	2	Included

\$ 9.00 dollars per violation or \$ 1000.00 minimum monthly billing, whichever is greater. Price includes the following services: Installation, Training, Maintenance, Upgrades and non-customized modifications related to these products.

IN WITNESS WHEREOF, we have executed this agreement on this the 1 day of September 2023 to which witness our hands and seal of office.

Licensee

JusticeONE®

Signature:

Signature:

Print:

Print:

Alec Redwine

Title:

Title:

Account Executive

Date

Date:

08/31/2023

Forward Looking Statement

Presentation(s) or product demonstration(s) shared with you may contain forward-looking statements that involve risks, uncertainties, and assumptions. If any such uncertainties materialize or if any of the assumptions prove incorrect, the results of Courtware Solutions, Inc. (Courtware) could differ materially from the results expressed or implied by the forward-looking statements that we make. Customers who purchase our services should make their purchasing decisions based upon features that are currently available.

1. LICENSE

Licensee acknowledges that it shall be deemed a licensee of Courtware Solutions, Inc. and that it obtains hereby only a non-exclusive license to use the Programs. Title and all ownership and intellectual property rights in the Programs licensed under this license Agreement remains with JSO and do not pass to licensee. The Programs are agreed to be valuable proprietary information and to contain trade secrets, which JSO is authorized to license. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Program to be used either directly or indirectly by licensee's customers or any other person or entity through a timesharing service, service bureau arrangement or otherwise. Licensee may not grant sublicense or other rights in the software to others, nor assign or transfer this license to any third party. JSO shall have the right to terminate this license if licensee violates any of its provisions. Licensee recognizes and agrees that the Program and all portions, reproductions, modifications and improvements thereof provided to licensee hereunder are (i) considered by JSO to be trade secrets; (ii) provided to licensee in confidence; and (iii) the exclusive and proprietary information of JSO. Title and full ownership rights in the Product and modifications and improvements provided by JSO shall not vest in licensee. Licensee agrees not to remove or destroy any Proprietary or confidential legends or makings placed upon or contained within the Program and related materials.

2. TERMS

This license shall be in effect from the date of execution of this Agreement and shall remain in effect during the term of this agreement. Upon termination or expiration of this license, all rights and obligations shall cease, except the licensee's obligation to maintain the confidentiality of JSO's proprietary information.

3. SECURITY

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, on magnetic tape, disk or memory or in any other form are not made available by the licensee or by any of its employees to any organizations, or individuals not licensed by this license Agreement to make use thereof, in particular licensee recognizes the proprietary nature of the Programs and agrees as follows:

- a. To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of JSO.
- b. To reproduce JSO's copyright notice on all materials related to or part of the Programs on which JSO displays such copyright notice, including any copies made pursuant to this license Agreement.
- c. Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Program or allow any other person to do so in any way or manner without the prior written authorization of JSO.
- d. Any modifications or enhancements to the Program, or any other Program related material provided by JSO to the Licensee shall be subject to all conditions and restrictions contained in this Agreement.

4. LIMITATION OF LIABILITY

JSO's liability for damages to licensee for any cause whatsoever related to this license, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary in no event shall JSO be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if JSO has been made aware of the possibility of such damages, or for any claim against any other party, in connection with the delivery, installation, training, testing, use, performance or nonperformance of the Programs, or the act or failure to act of JSO, or arising out of, related to or in connection with this Agreement.

5. TERMINATION

Upon termination of the license herein granted arising from termination of this license for any reason, licensee shall deliver to JSO all magnetic or otherwise materials, together with all portions, reproductions, and modifications thereof, furnished by JSO and pertaining to the Programs and shall also warrant that all copies thereof have been destroyed or returned to JSO. Within ten (10) days of request by JSO, licensee shall certify in writing to JSO that to the best of licensee's knowledge, the original and all copies, in whole or part, or the Programs have been destroyed or returned to JSO. In addition, all documentation, listings, notes or other written material pertaining to the Program shall be returned to JSO or destroyed. The right of termination under this Section shall be in addition to any other right or remedy either party may have at law or in equity. JSO shall have the right to terminate this Agreement, by giving written notice of such termination to licensee, in the event that the licensee (i) fails to pay JSO any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to observe any of the licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or observe any other material term or obligation set forth in this Agreement.

6. NO WARRANTY

JSO PROVIDES THE PROGRAM "AS IS". JSO MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE PROGRAMS, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. JSO does not warrant that the function contained in the Program will meet the licensee's requirements or that the operation of the Program will be uninterrupted or error free.

7. SPECIAL SERVICES *

JSO will provide the Client with Such Special services or supplies reasonably requested or approved by the Client including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services provided that the Client and JSO agree upon the fee therefore, and that the Client approves, in writing, payment for such services as special.

8. EMPLOYMENT

The Client agrees to retain and employ JSO as an independent Contractor, and JSO agrees to Serve the Client upon the terms and conditions hereinafter stated.

9. SERVICE PERIOD

This agreement shall commence September 1, 2023 and shall continue to and including August 31, 2024. Client shall have the right and option to continue to receive the services of JSO as provided Hereunder for additional periods. In the event that the Client elects to continue to receive services from JSO, this Agreement shall automatically renew for an equal term, unless the Client informs JSO in writing ninety (90) days prior to the Agreement Expiration Date. This Agreement applicable thereto shall continue in full force and effect for any additional period licensee determines.

10. AGREEMENT TERMINATION OR EXPIRATION

Not less than three (3) months prior to the Expiration Date, the Client shall notify JSO whether or not it desires after the Expiration Date to use the JSO Programs. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, JSO will assist in the transferring of the Client's data files retained by JSO pursuant to this Agreement, to another data format that the Client desires and communicates provided however, that such formats do not violate the proprietary rights of JSO. Further, costs involved with any such transfer of data shall be borne by the Client.

11. AUTHORIZATION

The chief executive officer ("Executive") of the Client certifies that all appropriate steps to legally enter into this agreement have been taken on behalf of the client, that the matter has been approved by the appropriate legislative body and that the terms of this agreement are understood. Moreover, the executive certifies that all laws, rules and regulations as well as any local government rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

12. DUTIES

During the period or periods Of JSO's retainer hereunder, JSO shall provide data processing services to the Client and its various departments. JSO agrees to provide any necessary training to the Client's personnel to the extent at which the personnel are proficient utilizing the JSO software. The Client will retain the right to request additional training throughout the life of the contract at times agreeable by both parties. The Client acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Client shall be governed this Agreement.

13. DATA FILES

The Client's data files and the data contained therein shall be and remain the Clients property and all the existing data and data files shall be returned to it by JSO at the Expiration Date or upon earlier termination of this Agreement, The Client's data shall not be utilized by JSO for any purpose other than that of rendering services to the Client under this Agreement, nor shall the Client's data or any part thereof be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by JSO or commercially exploited by or on behalf of JSO, its employees or agents.

14. COMPENSATION AND TERMINATION *

Commencing 1 September 2023, the Client shall pay to JSO monthly at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support a monthly sum of \$ 9.00 per paid violation or a minimum monthly amount of \$ 1000.00, whichever is greater. The per paid violation fee is subject to change to a monthly flat fee amount that is equal to the Client 12 month (or number of months used if less than 12 months) average. The payment rate is subject to change, upon notification. The Client will be responsible for generating an invoice report from the Court Management System each month to be included in with the payment sent to JSO office in Cobb County, Georgia. If the Client shall default in the payments of JSO provided for herein above or shall fail to perform any other material obligation agreed to be performed by client hereunder JSO shall notify the Client in writing of the facts constituting default. If the Client shall not cause such default to be remedied within ten (10) days after receipt of such written notice, JSO shall have the right with no further written notice to terminate aforementioned support.

15. Data Sharing

If used the Client consents and agrees to Courtware's collection and use of all law enforcement and court data provided by Client to Courtware, including but not limited to the Shared Data. Although the Client acknowledges and agrees that Courtware collects data as a part of its ordinary business activity and Courtware may use, distribute, sell and reproduce such data at its sole and absolute discretion, Client also specifically consents and agrees to Courtware's providing the Shared Data to any and all of those persons and entities participating in Courtware's Data Sharing network.

Client acknowledges and agrees that Courtware is not responsible for and does not make any warranties with respect to the accuracy of any Shared Data. Client agrees to provide accurate Shared Data to Courtware, and Client acknowledges that other persons and entities may have access to, use, distribute and reproduce any or all of the data collected by Courtware, including but not limited to the Shared Data.

Client agrees that it will not provide Courtware with any data that cannot be lawfully disclosed to other persons or entities by Courtware. Client further warrants that all Shared Data provided by Client to Courtware is publicly available and is not subject to any intellectual property claims or other claims of any other person or entity.

Client agrees to comply with all state, federal, and local privacy, security and otherwise applicable laws, rules and regulations in any way related to the use, transfer or disclosure of any data provided by Client to Courtware, including but not limited to the Shared Data.

Client agrees that Client will only use the Shared Data in a manner consistent with all applicable laws, rules and regulations.

Client agrees not to sell, provide access to or redistribute in any manner to any person or entity who is not at that time employed by Client, whether electronically, in paper format, or otherwise, any of the Shared Data that Client receives from Courtware, unless prior written consent is given by Courtware. Client agrees to require all employees and any other person or entity that may have access to any Shared Data to return all copies, whether electronic, paper or otherwise, of the Shared Data back to Client immediately upon ceasing to be an employee of or under contract with Client.

16. MISCELLANEOUS

This Agreement shall be binding upon the successors and assigns of each party. Other than JSO's granting a Uniform Commercial Code security interest to a third-party lender in the accounts receivable/contract rights to receive money under this Agreement and many equipment furnished by JSO to Client, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement shall embody the entire agreement between the parties but may be amended from time to time by the written consent of both parties. This agreement shall be construed under the laws of the State of Georgia, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

* Definition of a "Paid" Violation; Any violation in which a payment has been received.

* Definition of "Special Services"; Services and or enhancements that are unique to Client, and cannot be used by JSO's existing customer base.



CJA/G-NCJA and Vendor CJIS Network & Data Agreement

This document constitutes an agreement between the

(CJA or G-NCJA)

(ORI)

and

JusticeONE® / Courtware Solutions, Inc.

(Vendor)

hereinafter referred to as the vendor.

The criminal justice agency (CJA) or governmental non-criminal justice agency (G-NCJA) **that is involved in the administration of criminal justice** and the vendor have a written agreement in which the vendor will provide services specific to the administration of criminal justice that involves either direct or indirect access to data through the Georgia Criminal Justice Information System (CJIS) network.

The vendor shall comply with the Federal Bureau of Investigation (FBI) CJIS Security Policy and the Rules of the Georgia Crime Information Center, O.C.G.A § 35-3-30 et. seq. This agreement incorporates the CJIS Security Policy and the Security Addendum.

If the vendor is performing work on behalf of the CJA or G-NCJA, then a brief statement should be included in the area below identifying the agency's purpose and scope of providing services for the administration of criminal justice (see FBI CSP 5.1.1.5)

The vendor shall maintain a list of personnel with access to criminal justice information (CJI) and provide a copy to the CJA or G-NCJA upon request. Vendors whose services enable access to the CJIS network shall maintain a current network topology diagram that meets the FBI CJIS Security Policy requirements and provide a copy of the diagram to the CJA or G-NCJA upon request.

The CJA or G-NCJA reserves the right to terminate this agreement, with or without notice, upon determining the vendor has violated any applicable law, rule or regulation or has violated the terms of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth.

CJA or G-NCJA Signature

Vendor Signature

David Hamil

Print Name

Print Name

Date

Date

Vendor Address:
