



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • JUNE 8, 2015

Regular Meeting

City Council Chamber

6:00 PM

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

I. PUBLIC HEARING - STARTS AT 6:00PM

1. Zoning Text Public Hearing -

The City of Kingsland Planning Commission has unanimously recommended a zoning text amendment to the Kingsland Land Development Ordinance. The amendment will update the regulations dealing with Home Office permits so as to allow for administrative approval.

II. CALL TO ORDER AND WELCOME GUESTS

III. INVOCATION AND PLEDGE TO THE FLAG

IV. ROLL CALL

Kenneth E Smith Sr

Alex Blount

Jim McClain

Charles Grayson Day Jr

Mayor

Mayor Pro Tem

City Councilman

City Councilman

V. CONSENT DOCKET

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

VI. PRESENTATION

- 1.** Presentation - Smartlink, Verizon Wireless Cellular Facility Gross Road Water Tank -

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

1. Adoption Of: Ordinance #2015-08 - Kingsland Code of Ethics - Mayor Pro Tem Alex Blount
2. Approval Of: FY 2014/15 Mid-Year Budget Revisions -

IX. PLANNING AND ZONING

1. Zoning Text Amendment - Home Office Approval Procedure -

APPLICATION FOR ZONING TEXT AMENDMENT- City of Kingsland is proposing an amendment to Section 110 of the Zoning Ordinance to allow Home Offices to be approved administratively with approval of City Manager. Planning Commission recommends approval.

2. Ordinance 2015 - 09 an Ordinance to Amend Articles XI of Ordinance # 2002-08 Titled “The Kingsland Zoning and Land Development Ordinance” -
3. APPLICATION FOR HOME OFFICE – Danielle Henry -

Danielle Henry, 95 Mango St is requesting a Home Office Permit for “Mommy On A Budget” performing home cleaning, yard service and fund raising. Zoning is R-5. Planning Commission recommends approval without the fund raising included.

4. APPLICATION FOR HOME OFFICE – Adrian E. Meeks -

Adrian E. Meeks, 113 Kathryn Bailey Dr is requesting a Home Office Permit for “Meeks Appraisals”. Zoning is PD/R-1. Planning Commission Recommends Approval.

5. APPLICATION FOR HOME OFFICE – Robert Roberts -

Robert Roberts, 116 Camellia Dr is requesting a Home Office Permit for “On The Move Advertising” an automotive mobile advertising business. Zoning is PD/R-1. All business is done by phone and internet. Planning Commission recommends approval.

6. APPLICATION FOR RESIDENTIAL BUSINESS – James Caplins -

James Caplins, 101 Willow Lake Dr is requesting a Residential Business Permit for “Caplins Firearms” providing gunsmithing services, but no sales. Zoning is R-1. Planning Commission Recommends Approval.

7. APPLICATION FOR FINAL PLAT – Bennett Surveying -

Bennett Surveying, requests consideration for a final plat consisting of 79 lots and 2 tracts on 32.61 acres on Daniel Trent Way (Settler’s Hammock Phase 1C). Zoning is PD/R-1. Planning Commission Recommends Approval.

X. NEW BUSINESS

1. Mutual Aid Agreement - Kingsbay, GA Fire Department -

Mutual Aid Agreement between Commanding Officer, Naval Submarine Base Kings Bay and City of Kingsland, Georgia for the provision of fire fighting assistance.

2. Approval - Leave Bank Policy - Mayor Pro Tem Alex Blount
3. Approval - Watershed Monitoring Service Contract, Nutter & Associates -
4. Approval - Addendum to Fleet Management Services MOU -

Addendum to allow for compensation for providing administrative support for the County's fleet services department.

5. Bid Award: Sheffield Force Main Relocation -
6. Bid Award: Repair of (2) 100' High Mast Lights-Exit 3 -
7. Bid Award: Purchase of Five Police Pursuit Sedans -
8. Discussion On: SPLOST List - Mayor Pro Tem Alex Blount
9. Discussion - Elected Officials Travel Policy - Mayor Pro Tem Alex Blount
10. Downtown Code Enforcement -

XI. MAYOR AND COUNCIL ANNOUNCEMENT**XII. ADJOURNED**

ORDINANCE No.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF KINGSLAND, GEORGIA, TO AMEND CODE SECTION ARTICLE VII, SEC. 2-231 THROUGH 2-240, KINGSLAND CODE OF ETHICS; TO PROVIDE FOR PENALTIES; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL ARTICLE VI - CODE OF ETHICS FOR CITY COUNCIL MEMBERS IN ITS ENTIRETY; AND FOR OTHER PURPOSES.

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WHEREAS, the duly elected governing authority of the City of Kingsland, Georgia is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government; and

WHEREAS, the duly elected governing authority of the City of Kingsland, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority deems it essential to the proper operation of democratic government that the public officials be, and give the appearance of being, independent, impartial, and responsible to the people; that governmental decisions and policies be made in the proper channels of the governmental structure; and that public office not be used for personal gain; and

WHEREAS, such measures are necessary to provide the public with confidence in the integrity of its government

NOW THEREFORE, it is the policy of the city that its officials, employees, appointees, and volunteers conducting official city business:

Serve others and not themselves;

Be independent, impartial and responsible;

Use resources with efficiency and economy;

Treat all people fairly;

Use the power of their position for the wellbeing of their constituents; and

Create an environment of honesty, openness and integrity.

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NOW THEREFORE BE IT AND IT IS HEREBY ORDAINED:

ARTICLE VII. - KINGSLAND CODE OF ETHICS

FOOTNOTE(S):

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Editor's note— Ord. No. 2010-10, § 1, adopted Dec. 13, 2010 adopted provisions for the Kingsland Code of Ethics. At the city's instruction these provisions have been placed into Article VII, §§ 2-231—2-240.

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Sec. 2-231. - Purpose.

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The purpose of this code of ethics is to:

(1) Encourage high ethical standards in official conduct by city officials;

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(2) Establish guidelines for ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the interest of the city;

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(3) Require disclosure by such officials of private financial or other interest in matters affecting the city; and

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(4) Serve as a basis for disciplining those who refuse to abide by its terms.

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(Ord. No. 2010-10, § 1, 12-13-2010)

Sec. 2-232. - Scope.

The provisions of this code of ethics shall be applicable to all elected or appointed city officials. Notwithstanding anything herein to the contrary, state law and the charter of the city shall be controlling in the event of an actual conflict with the provisions of this code of ethics. This article shall be interpreted to supplement, and not replace, said provisions of state law and the charter.

(Ord. No. 2010-10, § 1, 12-13-2010)

Sec. 2-233. - Definitions.

Solely for the purpose of this code of ethics:

City official or official, unless otherwise expressly defined does not include city employees but does mean the mayor, members of the city council, municipal court judges (including substitute judges), city manager, city clerk, city attorney, and all other persons holding positions designated by the city charter, as amended. The term "city official" also includes all individuals, including city employees, appointed by the mayor and/or city council as appropriate to city authorities, commissions, committees, boards, task forces, or other bodies which can or may vote or take formal action or make official recommendations to the mayor and/or city council.

Decision means any ordinance, resolution, contract, franchise, formal action or other matter voted on by the city council or other city board or commission, as well as the discussions or deliberations of the council, board, or commission which can or may lead to a vote or formal action by that body.

Employee means any person who is a full-time or part-time employee of the city.

Immediate family means the spouse, mother, father, grandparent, brother, sister, son or daughter of any city official related by blood, adoption or marriage. The relationship by marriage shall include in-laws.

Incidental interest means an interest in a person, entity or property which is not a substantial interest as defined herein and which has insignificant value.

Remote interest means an interest of a person or entity, including a city official, which would be affected in the same way as the general public. For example, the interest of an official in the property tax rate, general city fees, city utility charges or a comprehensive zoning ordinance or similar matters is deemed remote to the extent that the official would be affected in common with the general public.

Substantial interest means an interest, either directly or through a member of the immediate family, in another person or entity, where:

- (1) The interest is ownership of five percent or more of the voting stock, shares or equity of the entity or ownership of \$5,000.00 or more of the equity or market value of the entity; or
- (2) The funds received by the person from the other person or entity during the previous 12 months either equal or exceed (a) \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services, or (b) ten percent of the recipient's gross income during that period, whichever is less;
- (3) The person serves as a corporate officer or member of the board of directors or other governing board of a for-profit entity other than a corporate entity owned or created by the city council; or
- (4) The person is a creditor, debtor, or guarantor of the other person or entity in an amount of \$5,000.00 or more.

(Ord. No. 2010-10, § 1, 12-13-2010)

Sec. 2-234. - Prohibitions.

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- (a) No city official shall use such position to secure special privileges or exemptions for himself or herself or others, or to secure confidential information for any purpose other than official duties on behalf of the city.
- ▲ (b) No city official, in any matter before the council or other city body, relating to a person or entity in which the official has a substantial interest, shall fail to disclose for the record such interest prior to any discussion or vote or fail to recuse himself/herself from such discussion or vote as applicable.
- ▲ (c) No city official shall act as an agent or attorney for another in any matter before the city council or other city body.
- ▲ (d) No city official shall directly or indirectly receive, or agree to receive, any compensation, gift, reward, or gratuity in any matter or proceeding connected with, or related to, the duties of his office except as may be provided by law.
- ▲ (e) No city official shall enter into any contract with, or have any interest in, either directly or indirectly, the city except as authorized by state law.
- ▲ (i) This prohibition shall not be applicable to the professional activities of the city attorney in his or her work as an independent contractor and legal advisor on behalf of the city.
- ▲ (ii) This prohibition shall not be applicable to an otherwise valid employment contract between the city and a city official who is not elected (such as, by way of example, a city manager, city administrator or chief of police).
- ▲ (iii) Any official who has a proprietary interest in an agency doing business with the city shall make that interest known in writing to the city council and the city clerk.
- ▲ (f) All public funds shall be used for the general welfare of the people and not for personal economic gain.
- ▲ (g) Public property shall be disposed of in accordance with state law.
- ▲ (h) No city official shall solicit or accept other employment to be performed, or compensation to be received, while still a city official if the employment or compensation could reasonably be expected to impair such official's judgment or performance of city duties.
- ▲ (i) If a city official accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official might reasonably be expected to act, investigate, advise, or make a recommendation, the official shall disclose the fact to the city council and shall recuse himself/herself and take no further action on matters regarding the potential future employer.
- ▲ (j) No city official shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public.
- ▲ (k) No city official shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large.
- ▲ (l) A city official shall not directly or indirectly make use of, or permit others to make use of, official information not made available to the general public for the purpose of furthering a private interest.
- ▲ (m) A city official shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to such official or persons within the official's immediate family, or those with whom the official has business or financial ties amounting to a substantial interest.
- ▲ (n) A city official shall not order any goods and services for the city without prior official authorization for such an expenditure. No city official shall attempt to neither obligate the city nor give the impression of obligating the city without proper prior authorization.
- ▲ (o) No city official shall draw travel funds or per diem from the city for attendance at meetings, seminars, training or other educational events and fail to attend such events without promptly reimbursing the city therefore.

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- (p) No city official shall attempt to unduly influence the outcome of a case before the Municipal Court of the City of Kingsland nor shall any city official engage in ex parte communication with a municipal court judge of the City of Kingsland on any matter pending before the Municipal Court of the City of Kingsland.

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(Ord. No. 2010-10, § 1, 12-13-2010)

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Sec. 2-234 of this section shall not apply in the case of:

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(1) An occasional non-pecuniary gift of insignificant value.

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(2) An award publicly presented in recognition of public service.

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(3) A commercially reasonable loan or other financial transaction made in the ordinary course of business by an institution or individual authorized by the laws of Georgia to engage in the making of such a loan or financial transaction.

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(4) Campaign contributions made and reported in accordance with Georgia law.

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(5) The borrowing of funds from any bank or lending institution, which offers the lowest available rate of interest in the community for such loan. This section shall not apply in the case of the designation of a bank or trust company as a depository for city funds.

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(6) Contracts entered into under circumstances that constitute an emergency situation, provided that the mayor prepares a written record explaining the emergency.

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(7) Contracts entered into with a member of the governing authority, or with a business in which a member of the governing authority has an interest, provided that such contract is the result of a competitive bid, disclosure of the nature of such member's interest is made prior to the time any bid is submitted, and a waiver of the prohibition contemplated by this section is issued by the city manager following disclosure.

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Sec. 2-234 of this section shall not apply to a member of the governing authority who is a licensed professional and appears on behalf of any applicant in such professional capacity so long as disclosures required by section 2-235, are made to the council or mayor 30 days prior to any action being taken, and the member is associated with the project at the time the initial application is filed.

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Sec. 2-235. - Conflict of interest.

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(a) A city official may not participate in a vote or decision on a matter affecting an immediate family member or any person, entity, or property in which the official has a substantial interest.

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(b) A city official who serves as a corporate officer or member of the board of directors of a nonprofit entity must disclose their interest in said entity to the mayor and council prior to participating in a vote or decision regarding funding of the entity by or through the city.

(c) Where the interest of a city official in the subject matter of a vote or decision is remote or incidental, the city official may participate in the vote or decision and need not disclose the interest.

(d) An appointed member of the governing authority who has an interest that he/she has reason to believe may be affected by his/her official acts or actions or by the official acts or actions of the governing authority shall disclose the precise nature of such interest by written or verbal statement 30 days prior to the governing authority's taking official action on a matter affecting such interest and abstain from discussion and voting.

(e) An elected member of the governing authority shall disclose the nature of any interest he/she has at the time such matter is presented to mayor and council for discussion. Such written or verbal statements shall be recorded into the minutes of the meeting and thus become part of the public

record. Following any disclosure, the member shall refrain from all ex parte communications with other members regarding the matter in which he/she has an interest.

~~(Ord. No. 2010-10, § 1, 12-13-2010)~~

Sec. 2-236. - Board of ethics. ▲

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The board of ethics shall be comprised of six members. The mayor and each city council member shall appoint one person who shall be a resident of the city and who shall possess strong professional leadership. The mayor or councilperson shall appoint these members of the board at the beginning of each term of office for the mayor or councilperson. Said board member shall serve as a board member during the mayor or council members' term of office. One member shall be appointed by the Camden County Bar Association and be an attorney and good standing member of the State Bar of Georgia.

(b) The board of ethics shall meet as required under its own procedures; however, the board shall meet at least one time per year in January in order to elect a chair to serve for that calendar year. Such meetings shall be held at city hall and shall be conducted as required by the Georgia Open Meetings Act. The board shall conduct its annual meeting and any general administrative business meetings with at least four or more members of the board of ethics present. However, an official hearing shall only be conducted with a quorum which shall consist of at least five members, one of which shall be the member appointed by the Camden County Bar Association, and a majority vote of the board members sitting at any meeting or hearing shall govern the decisions of the board.

(c) The governing authority of the city shall provide meeting space for the board of ethics. Subject to budgetary procedures and requirements of the city, the city shall provide the board of ethics with such supplies and equipment as may be reasonably necessary for it to perform its duties and responsibilities.

(d) Any member may be removed from office for any misfeasance, malfeasance or nonfeasance and for any cause which, in the opinion of the Kingsland City Council, casts doubt upon the members ability to perform his or her duties effectively and without favor. Prior to removal of any member of the board of ethics, the member shall be furnished with written notice of the charges against him or her and shall be afforded an opportunity for hearing after reasonable notice served personally or by mail. The notice shall include time, place and nature of the hearing. The member so charged shall be given the right to present evidence in his or her own behalf and only after a finding by a majority of the City Council of Kingsland, that good cause for removal exists, i.e., misfeasance, malfeasance or nonfeasance, may a member be removed. If a pending issue is before the board of ethics at the time notice is given to any member, said pending issue will be tabled pending resolution of the charge or charges against the member of the board of ethics. Once removed from the board, a former member may not be re-appointed for five years.

(a) The board of ethics of the city shall consist of three residents of the city, one appointed by the mayor, one appointed by the city council, and the third appointed by the mayor and approved by a majority of the city council.

(b) All members of the board of ethics shall be residents of the city for at least one year immediately preceding the date of taking office and shall remain a resident while serving on the board.

(c) All members of the board of ethics shall serve a two-year term.

(d) No person shall serve as a member of the board of ethics if the person has, or has had within the preceding one-year period, any interest in any contract or contracting opportunity with the city or has been employed by the city.

(e) Members of the board of ethics with any permit or rezoning application pending before the city, or any pending or potential litigation against the city or any city official charged in the complaint shall be disqualified from serving on the board of ethics for that complaint. An alternate member of the board of ethics shall be selected in the same manner as the disqualified individual.

- ~~(f) The members of the board of ethics shall serve without compensation. The city council shall provide meeting space for the board of ethics and, subject to budgetary procedures and requirements of the city, such supplies and equipment as may be reasonably necessary for the board to perform its duties and responsibilities.~~
- ~~(g) No person shall serve on the board of ethics who has been convicted of a felony involving moral turpitude in this state or any other state, unless such person's civil rights have been restored and at least ten years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude.~~
- ~~(h) No person shall serve on the board of ethics who is less than 21 years of age, who holds a public elective office, who is physically or mentally unable to discharge the duties of a member of the board of ethics, or who is not qualified to be a registered voter in the City of Kingsland.~~
- ~~(i) Upon appointment, members of the board of ethics shall sign an affidavit attesting to their qualification to serve as a member of the board of ethics.~~
- ~~(j) Members of the board of ethics may be removed by majority vote of the city council for cause including, but not limited to, failure to maintain any requirement for qualification to serve on the board of ethics.~~

~~(Ord. No. 2010-10, § 1, 12-13-2010)~~

~~Sec. 2-237. - Receipt of complaints.~~

- (a) All complaints against city officials shall be filed with the board of ethics, who may require that oral complaints, and complaints illegibly or informally drawn, be reduced to a memorandum of complaint in such form as may be prescribed by the city council or the board of ethics. Upon receipt of a complaint in proper form, the chair of the board of ethics shall forward a copy of the complaint to the city official or officials charged in the complaint within no more than seven calendar days.
- (b) The board of ethics is empowered to adopt forms for formal complaints, notices, and any other necessary or desirable documents within its jurisdiction where the city council has not prescribed such forms.
- (c) All complaints shall be submitted and signed under oath, shall be legibly drawn and shall clearly address matters within the scope of this article.
- (d) To discourage the filing of ethics complaints solely for political purposes, complaints will not be accepted against a person seeking election as a city official, whether currently serving as a city official or not, from the date qualifying opens for the elected office at issue through the date the election results for that office are certified. The time for filing complaints will not run during this period. Properly filed complaints will be accepted and processed after the election results have been certified.
- (e) The city clerk or board of ethics as appointed herein set forth shall cause the complaint to be served on the city official charged as soon as practicable but in no event later than seven calendar days after receipt of a proper, verified complaint. Service may be by personal service, by certified mail, return receipt requested or by statutory overnight delivery. A hearing shall be held within 60 calendar days after filing of the complaint. The board of ethics shall conduct hearings in accordance with the procedures and regulations it establishes but, in all circumstances, at least one hearing shall include the taking of testimony and the cross-examination of available witnesses.
- (f) Upon receipt of a complaint in proper form, the board shall review it to determine whether the complaint is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke the disciplinary jurisdiction of the city council. The board of ethics is empowered to dismiss in writing complaints that it determines are unjustified, frivolous, patently unfounded or fail to state facts sufficient to invoke the disciplinary jurisdiction of the city council; provided, however, that a rejection of such complaint by the board of ethics shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the city official. For complaints that are not dismissed, the board of ethics is empowered to take evidence and to hold hearings to address the

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subject matter of the complaint and to collect evidence and information concerning any complaint and add the findings and results of its investigations to the file containing such complaint.

- (g) At any hearing held by the board of ethics, the city official who is the subject of inquiry shall have the right to written notice of the hearing and the allegations at least seven calendar days before the first hearing, to be represented by counsel, to hear and examine the evidence and witnesses and; to oppose or try to mitigate the allegations. The city official subject to the inquiry shall have also had the right but not the obligation of submitting evidence and calling witnesses. Failure to comply with any of time deadlines in this section of the ordinance shall not invalidate any otherwise valid complaint or in any way affect the power or jurisdiction of the board of ethics or the city council to act upon any complaint.

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- (h) Upon completion of its investigation of a complaint, the board of ethics is empowered to dismiss in writing those complaints which it determines are unjustified, frivolous, patently unfounded or which fail to state facts sufficient to invoke the disciplinary jurisdiction of the city council; provided, however, that a rejection of such complaint by the board of ethics shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the city official.

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(Ord. No. 2010-10, § 1, 12-13-2010)

Sec. 2-238. - Decision.

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The decision of the board of ethics shall be rendered in writing to the mayor and council within 14 calendar days after completion of the final hearing.

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(Ord. No. 2010-10, § 1, 12-13-2010)

Sec. 2-239. - Right to appeal.

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- (a) Any city official or complainant adversely affected by the findings or recommendations of the board of ethics may obtain judicial review of such decision as provided in this section.

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- (b) An action for judicial review may be commenced by filing an application for appeal in the Municipal Court of the City of Kingsland within 30 days after the decision of the board of ethics. The filing of such application shall act as supersedes.

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(Ord. No. 2010-10, § 1, 12-13-2010)

Sec. 2-240. - Penalty.

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Any person violating any provision of this article is subject to:

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- (1) Public reprimand or censure by the city council; or

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- (2) Request for resignation by the city council.

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(Ord. No. 2010-10, § 1, 12-13-2010)

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The sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining section, subsections, paragraphs, sentences, clauses and phrases of this ordinance.

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All ordinances and parts of ordinances in conflict herewith are expressly repealed.

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The adoption date of this ordinance is {insert date} and the effective date of this ordinance shall be {insert date}.

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ORDAINED this day of ,

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City of Kingsland

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Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Secs. 2-241—2-260. - Reserved.

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Attachment: ARTICLE_VII_KINGSLAND_CODE_OF_ETHICS - Amended Draft (1356 : Adoption Of: Ordinance #2015-08 - Kingsland Code of

**City of Kingsland
Proposed Revised
FY 2014/15 Budget**

8.2.a

	Department	FY 14-15 Original Budget	FY 14-15 Mid- Year Revised Budget	Variance from FY 14-15 Original Budget to FY 14-15 Recomm'd Revised		Reason for Change From Original Budget to Recommended Revised Budget
				% Change	\$ Increase/ Decrease	
General Fund	General Fund Revenues	\$10,097,498	\$9,860,864	-2.34%	-\$236,634	Contingency change of \$249,545 to \$427,815. Increases in franchise taxes, real estate transfer taxes, intangible taxes, and timber sale offset by decreases in fines and forfeitures and building permits.
	Administration	\$1,058,983	\$1,054,741	-0.40%	-\$4,242	Increases in repairs and maintenance and reallocation of court technology expenses offset by reduction in electricity and loan payments. Reduction in electricity to account for MSB electricity in IT and finance.
	Information Technology	\$228,337	\$233,337	2.19%	\$5,000	Overall increase in electricity originally accounted for in administration.
	Finance	\$298,513	\$299,278	0.26%	\$765	Overall increase in health insurance based on employee participation and electricity offset by a reduction in travel. Electricity originally accounted for in administration. Reallocation of capital outlay budget for copier to small equipment for copier and printer.
	Municipal Court	\$596,002	\$481,084	-19.28%	-\$114,918	Overall decrease in salaries from transferring court employee to vacant position in finance and a \$102,000 decrease in fine add-ons.
	Police	\$3,210,944	\$2,905,977	-9.50%	-\$304,967	Overall decrease in salaries, travel, training, auto parts, uniforms, fuel, and capital lease payments offset by an increase in grant matching funds. Anticipated DOJ Body-worn Camera grant for 24 cameras (\$36,000) funded 50/50 with grant and matching funds. Includes reassignment and promotion within current staff.
	Fire	\$1,942,980	\$1,942,980	0.00%	\$0	Increase in salaries offset by decreases in benefits and overtime due to restructuring overtime and part-time employee schedules. Reallocated capital outlay budget for roof replacement to overdue repairs and maintenance. Roof replacement approved in SPLOST VI funding.
	Public Works	\$1,682,050	\$1,681,850	-0.01%	-\$200	Overall increases in repairs and maintenance offset by a reduction in auto parts.
	Planning & Zoning	\$437,044	\$428,463	-1.96%	-\$8,581	Overall decrease in salaries based on timing of hiring new building inspector and sharing receptionist with administration department offset by salary adjustment for current building inspector.
	Economic Development	\$87,241	\$84,480	-3.16%	-\$2,761	Overall decrease from reducing one-time funding for planter/mural maintenance (\$10,000 to \$1,000) to lamp post banners (\$5,625) offset by an increase to communications.
	Fleet Services	\$305,859	\$320,859	4.90%	\$15,000	Increase for capital outlay purchase of (1) pick-up truck (\$20,000), general fund allocation \$15,000 and water/sewer \$5,000. Reallocation of capital outlay for HD truck scanner to travel/training.
	General Fund Total Expenditures	\$9,847,953	\$9,433,049	-4.21%	-\$414,904	

Attachment: Council Summary FY14-15 Budget Revisions (1375 : Approval Of: FY 2014/15 Mid-Year

**City of Kingsland
Proposed Revised
FY 2014/15 Budget**

8.2.a

	Department	FY 14-15 Original Budget	FY 14-15 Mid- Year Revised Budget	Variance from FY 14-15 Original Budget to FY 14-15 Recomm'd Revised		Reason for Change From Original Budget to Recommended Revised Budget
				% Change	\$ Increase/ Decrease	
Solid Waste	Solid Waste Revenues	\$1,073,575	\$1,140,344	5.86%	\$66,769	Contingency change of \$104,191 to \$89,156. Increase in revenue to account for insurance recovery for garbage truck accident \$90,837 offset by a reduction in revenues for contract services by \$18,000 and a reduction from the original estimated cost on the limb wagon by \$7,000. Reallocated funding for limb wagon from capital lease to SPLOST VII funding.
	Expenses	\$969,384	\$1,051,188	7.78%	\$81,804	Increase resulting from garbage truck repair and other repairs offset by decrease in capital lease payments for limb wagon, auto parts, and fuel.
Water/Sewer Fund	Revenues for Water/Sewer Fund	\$7,793,700	\$8,968,206	15.07%	\$1,174,506	Contingency change of \$685,417 to \$690,413. Increase in revenues from SPLOST funding allocated to water/sewer projects offset by project expenses in operations department.
	Administration	\$514,801	\$516,371	0.30%	\$1,570	Slight increases in repairs and maintenance offset by decreases in fuel and electricity.
	Information Technology	\$22,717	\$23,272	2.44%	\$555	Increase in electricity previously accounted for in administration.
	Finance	\$168,483	\$168,958	0.28%	\$475	Overall increase in health insurance based on employee participation and electricity offset by a reduction in travel. Electricity originally accounted for in administration. Reallocation of capital outlay budget for copier to small equipment for copier and printer.
	Fleet Services	\$101,015	\$106,015	4.95%	\$5,000	Increase for capital outlay purchase of (1) pick-up truck (\$20,000), general fund allocation \$15,000 and water/sewer \$5,000. Reallocation of capital outlay for HD truck scanner to travel/training.
	Operations	\$6,301,267	\$7,463,177	18.44%	\$1,161,910	Overall increase for water/sewer projects funded by SPLOST, repairs and maintenance, and supplies offset by decrease in salaries and benefits due to vacant positions. SPLOST projects North Force Main (\$2.7M), Sheffield (\$535k), and machinery & equipment.
	Water/Sewer Fund Total Expenses	\$7,108,283	\$8,277,793	16.45%	\$1,169,510	

Attachment: Council Summary FY14-15 Budget Revisions (1375 : Approval Of: FY 2014/15 Mid-Year

**City of Kingsland
Proposed Revised
FY 2014/15 Budget**

8.2.a

	Department	FY 14-15 Original Budget	FY 14-15 Mid- Year Revised Budget	Variance from FY 14-15 Original Budget to FY 14-15 Recomm'd Revised		Reason for Change From Original Budget to Recommended Revised Budget
				% Change	\$ Increase/ Decrease	
Other Funds	Revolving Loan Fund	\$3	\$3	0.00%	\$0	Close out revolving loan program. No change.
	Confiscated Assets Fund	\$135,100	\$135,100	0.00%	\$0	Federal, State, & CISCO confiscated funds. No change.
	EPA Grant Fund	\$938,950	\$938,950	0.00%	\$0	EPA grant funding with local match for North Force Main project. No change.
	DOT Grant Fund	\$0	\$15,833	100.00%	\$15,833	Final DOT grant funds received on Garfunkel Project.
	Multiple Grant Fund	\$417,008	\$461,904	9.72%	\$44,896	Increase to account for DOJ Body-worn Camera grant (\$18,000) and matching funds (\$18,000), LMIG 2013 match (\$7,896), and additional funds received in Health & Wellness grant (\$1,000).
	Georgia Gateway CID	\$14,900,000	\$14,900,000	0.00%	\$0	Special Revenue Fund used to account for the component unit whose purpose is to account for the activities of the community improvement district. Budgeted funds represent anticipated GEFA loan.
	CVB Fund (Tourism)	\$369,441	\$389,439	5.14%	\$19,998	Revenues are based at 44% of estimated Hotel/motel tax revenues & merchandise sales. Increase in revenues for contracted services.
	Hotel/Motel Tax Fund	\$750,000	\$750,000	0.00%	\$0	Based on hotel/motel tax revenues anticipated. No change.
	Downtown Development Authority Fund	\$12,305	\$12,305	0.00%	\$0	Funded by DDA fundraising events. All expenses paid directly from the DDA checking account. No change.
	Kingsland Development Authority	\$130,852	\$118,956	-10.00%	-\$11,896	Special Revenue Fund used to account for the blended component unit whose purpose is to finance construction of City's public buildings. Decrease in payments resulting from refinancing loan in December 2014 from 4.25% to 3% interest rate.
	SPLOST Fund #6	\$1,453,950	\$1,195,839	-21.58%	-\$258,111	Based on remaining projects approved for SPLOST VI agreement. EPA grant match original accounted for in SPLOST VI is now accounted for in SPLOST VII.
	SPLOST Fund #7	\$2,598,000	\$3,121,621	16.77%	\$523,621	Based on funds available for projects outlined in the SPLOST VII agreement. EPA grant match originally accounted for in SPLOST VI is now accounted for in SPLOST VII.
	General Debt Service	\$293,842	\$267,949	-9.66%	-\$25,893	Based on current lease payments for governmental funds. Reductions in current year lease payments for police cars due to timing of 1st payment and in KDA loan due to refinancing loan.
	Debt Service Revenue Bond	\$127,500	\$127,500	0.00%	\$0	17% of the hotel/motel tax is accounted here for the bond payment of the welcome center. No change.

Attachment: Council Summary FY14-15 Budget Revisions (1375 : Approval Of: FY 2014/15 Mid-Year

ORDINANCE # 2015-09

AN ORDINANCE TO AMEND ARTICLES XI OF ORDINANCE #2002-08 TITLED “THE KINGSLAND ZONING AND LAND DEVELOPMENT ORDINANCE”

WHEREAS, the Mayor and City Council desire to simplify the administration of home office permits; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND, that the Article XI, Section 110.3.1 is modified by removing the last sentence and replacing it with “Approval may be made by the Director of Community Planning and Development, upon review and approval by the City Manager; denial will be based on Planning Commission recommendation and City Council approval.” And

BE IT FURTHER ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND, that Article XI, Section 110.7 is modified by removing “Home Office,” from the first sentence and adding a sentence to the end stating “Home Office” applications forwarded to the Planning Commission must give same notification.

Passed and Adopted this the _____ day of _____, 2015.

BY: _____

Kenneth E. Smith, Sr., Mayor

ATTEST:

Linda M. O’Shaughnessy, City Clerk

Attachment: Ordinance #2015-09 (1362 : Ordinance 2015 - 09 Home Office Approval Procedure)

**MUTUAL AID AGREEMENT
BETWEEN
COMMANDING OFFICER, NAVAL SUBMARINE BASE, 1063 USS TENNESSEE AVE,
KINGS BAY, GA 31558-7272
AND
CITY OF KINGSLAND, GEORGIA
FOR THE PROVISION of FIRE FIGHTING ASSISTANCE**

THIS MUTUAL AID AGREEMENT (hereinafter, the "Agreement") is made and entered into this 1st day of June 2015 by and between Commanding Officer, Naval Submarine Base Kings Bay, Kings Bay Georgia (hereinafter, "Navy"), and the Local Government Entity, City of Kingsland, Georgia, for firefighting assistance (hereinafter, "Kingsland").

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and response to hazardous materials incidents occurring within areas under their respective jurisdictions, and

WHEREAS, each of the Parties hereto maintains equipment and personnel for the protection of life and property from fire to include basic medical support, basic and advanced life support, special rescue events involving vehicular and water mishaps; and building extractions and,

WHEREAS, the Parties hereto desire to augment the fire protection and hazardous material response capabilities available in their respective jurisdictions by entering into this Agreement, and

WHEREAS, the lands or districts comprising the respective jurisdictions of the Parties are adjacent or contiguous to one another such that the rendering of mutual assistance between the Parties in response to a fire or hazardous material incident is feasible, and

WHEREAS, it is the policy of the Department of the Navy and the Commanding Officer, Naval Submarine Base Kings Bay, to enter into Mutual Aid Agreements (MAA) with non-Federal Fire Departments located in the vicinity of a Naval installation, whenever practicable, and

WHEREAS, the Parties have mutually concluded that it is desirable, practicable, and beneficial for the Parties to enter into this Agreement to memorialize their willingness and ability to render assistance to one another, in order to enhance the safety and security of the civilian community and of the Naval Submarine Base Kings Bay and outlying installations and facilities.

NOW, THEREFORE, BE IT AGREED THAT:

1. Pursuant to 42 U.S.C. §1856a, DODI 6055.06, and OPNAVINST 11320.23G, the Parties enter into a Mutual Aid Agreement (MAA) to provide personnel and equipment required for fire prevention; the protection of life and property from fire; firefighting and suppression to include emergency services, including basic medical support, basic and advanced life support; hazardous material containment and confinement; and special rescue events involving vehicular and water mishaps; and building extractions.
2. The senior officer of a Fire Department belonging to a Party to this Agreement, or the senior officer of such Fire Department actually present at a fire or hazardous material incident, may request firefighting assistance under the terms of this Agreement from the other Party's Fire Department, whenever he/she deems it necessary to make such a request.
3. The requesting and rendering of assistance from one Party to the other under the terms of this Agreement shall be accomplished in accordance with detailed operational plans and procedures, which shall be developed by each of the Parties. The technical heads of each Party's Fire Departments shall work together to implement such plans and procedures in a manner compatible with the operational authorities of each. In the absence of more specific procedures,

the Parties will generally proceed as follows:

- a. The senior officer on duty of the Fire Department receiving a request for assistance shall take the following actions:
 - i. Immediately determine if the requested apparatus and personnel are available to respond to the call for assistance.
 - ii. In accordance with the terms of this Agreement, forthwith dispatch such apparatus and personnel, along with instructions as to their mission, use and deployment, in quantities and amounts as in the judgment of the senior officer receiving the call can be provided to the requesting Fire Department without jeopardizing the mission of the Fire Department providing such resources.
 - b. The senior officer of the Fire Department requesting assistance shall normally assume full charge of the operations at the scene of the fire or other emergency. However, under procedures agreed to by the technical heads of the Fire Departments involved, a senior officer of the Fire Department furnishing the assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or other emergency.
4. The rendering of assistance under the terms of this Agreement shall not be mandatory.
- a. The Party receiving a request for assistance shall endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.
 - b. Neither Party shall hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire suppression and hazardous material incident response needed within their own jurisdictions.
5. The officers and personnel of the Fire Departments of the Parties to this Agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours (consistent with local security requirements) and, as feasible, to jointly conduct pre-fire planning inspections, drills and training.
6. Each Party hereby agrees that the general intent with respect to the rendering of assistance under this Agreement is not to seek reimbursement from the Party requesting such assistance. Exceptions to this understanding would apply in the event of lost or damaged equipment, substantial amounts of supplies expended that directly related to support provided under this MAA, or other significant costs incurred that exceed originally available funding as demonstrated by documentary proof of unprogramed/unbudgeted/unforecasted outlays and expenditures that were directly related to support provided under this MAA.
- a. Under the authority of 15 U.S.C. § 2210 and 44 C.F.R § 151, Kingsland is permitted to seek reimbursement for direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States.
 - b. Under the authority of 42 U.S.C. § 1856a, either Party may seek reimbursement from the other for the costs incurred by it in providing services to the other Party in response to a request for assistance.
7. As required by Federal law as a condition precedent to entering into this Agreement, the Parties hereby waive all claims against the other Party for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.
8. Independent of, and in addition to, any provisions of this Agreement, Naval Submarine Base Kings Bay Georgia is authorized and has the discretion to render disaster relief or emergency assistance to preserve life and property in the

vicinity of a DOD installation, when in the opinion of the installation commander, the assistance is in the best interest of the United States. 42 U.S.C. §§ 5121-5206; DOD 3025.1-M.

TRAINING:

1. Whenever either Party hosts fire protection training for its own Fire Department ("Host Department") it may, to the maximum extent practicable and subject to its sole discretion, offer to provide the same training to members of the other Party ("Guest Department").
2. The Host Department will not charge the Guest Department for any training provided under the terms of this Agreement, unless it is a cost that cannot be covered by the Host Department such as, cost per student or cost of a certificate. Further, any such training will be provided on a space available basis only.
3. The Guest Department and/or its members will be solely responsible for the payment of any and all costs necessary for the Guest Department personnel to attend any training provided by the Host Department including, but not limited to, lodging, meals and travel.
4. This Agreement is entered into voluntarily by both Parties with no obligation on the part of either to provide such training to the other or, if such training is offered to the other Party, to participate in such training.
5. The Guest Department is responsible for ensuring that its members observe all rules, regulations, and guidelines established by the Host Department for training provided by the Host Department, as such rules, regulations and guidelines are made known to the Guest Department. Neither Party shall hold the other Party liable or at fault for damage or injury incurred during joint training activities.
6. The Host Department reserves the right to deny training to any member of the Guest Department who does not meet the prerequisites necessary to attend the training which is offered by the Host Department under the terms of this Agreement.

Execution of this Agreement:

This Agreement shall become effective upon the date annotated above, and shall remain in full force and effect until cancelled by mutual agreement of the Parties, or upon the provision of at least sixty (60) days advance written notice from the Party desiring to terminate this Agreement to the other Party. Upon becoming effective, this Agreement shall supersede all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this to the agreement on the respective dates under each signature. City of Kingsland, Georgia through its Legislative Body signing by and through its City Mayor authorized to execute same by Legislative Body action on the 8th day of June, 2015, and the Department of Navy signing by and through the Commanding Officer, Naval Submarine Base Kings Bay Georgia duly authorized to execute same on the 8th day of June, 2015.

SIGNATURES:

The Honorable Kenneth Smith, Sr. Mayor
City of Kingsland
Camden County, Georgia

Date

Commanding Officer
Naval Submarine Base
Kings Bay, Georgia

Date

DRAFT

KINGSLAND EMPLOYEE HANDBOOK

SICK LEAVE BANK

Purpose

1. To establish a voluntary Sick Leave Bank, which will provide disability income for those City employees who have catastrophic medical problems, but are not eligible for Workers' Compensation or retirement benefits. The Sick Leave Bank will be continued as long as at least 25% of all permanent full-time agree to participate in accordance with the provisions of this policy.
2. For the purpose of this policy the term "workdays" shall be understood to mean consecutive regularly scheduled working days, excluding holidays, and "day" shall mean 8 hours for most employees. For employees under FLSA section 207(k), a day for police department employees shall mean 12 hours and for fire department employees shall mean 24 hours.

Eligibility for Participation

1. All newly hired permanent full-time employees of the City of Kingsland are eligible to join the Sick Leave Bank by designating their first two accrued days of sick leave to be deposited in the Sick Leave Bank. Individuals who have not elected to participate in the Sick Leave Bank at the time they are hired must await until the next open enrollment date to join, and will then be required to have accumulated a minimum of ten sick leave days before joining.
2. New employees will be eligible for participation in the second year of employment provided that the first years of employment consisted of full-time hours as defined in the Kingsland Employee Handbook section titled "Employment Status".

Requirements for Participation

1. Participation in the Sick Leave Bank is voluntary. Only those employees who make voluntary contributions to the Bank will be permitted to participate in the Bank. Participation does not guarantee to an employee approval of requests to withdraw from the Bank.
2. In order to participate in the Bank, each employee will be required to contribute two days of accumulated sick leave to the Bank. Participation will begin as of the date of contribution. Sick leave contributions to the Bank are irrevocable and cannot be returned if the employee cancels his participation in the Bank.
3. Participating employees may be required to contribute additional days or fraction of days monthly. The Finance Department will determine the need and extent of future contributions. The Finance Department is empowered to require a special assessment of one (1) day from each participating employee, if the total accumulated number of Bank days falls below half of the number of participating employees.
4. All days contributed to the leave bank will be converted to a monetary value based on the contributing employee's current hourly rate of pay.

5. Membership in the Sick Leave Bank is considered continuous, unless written notice of withdrawal of membership is received by the committee during the open enrollment period of the subsequent year.

Eligibility for Benefits

1. Provided the employee is a participant in good standing of the Sick Leave Bank, he/she, or someone on his/her behalf must submit the appropriate request form for a Sick Leave Bank withdrawal to the Review Committee. Included with the request form will be a physician's certification of disability as described below.
2. Action will be taken by the Review Committee pursuant to each request within 10 working days following the expiration of a 30-workday waiting period per continuous disability absence. The 30-workday waiting period will begin on the first day the employee is absent from work as a result of the illness or injury. The Review Committee may request a certification from a second physician of the Committee's choice at any time and at the employee's expense. Certification from a Committee-selected physician will be required after 20 Sick Leave Bank Days are used in any one continuous period of disability. This physician would make his report directly to the Committee. The report is to include the nature, extent, and anticipated duration of the disability. Additional physician certification may be required by the Committee as necessary.
3. Failure to submit any requested physician's certification of disability may result in denial of Sick Leave Bank benefits.
4. Eligibility for approved Sick Leave Bank benefits is contingent upon the exhaustion of all individually accrued sick, annual, and compensatory leave days. If an employee does not have 30 workdays of leave, that employee will be put on "leave without pay" until they have been absent from work for 30 days as a result of the injury or illness.
5. Only a 5-workday waiting period is required when the disability is related to a previous disability during the preceding 30-day period for which Sick Leave Bank benefits have been requested.

Disability Benefits

1. The maximum number of workdays an employee can withdraw from the Sick Leave Bank during his or her employment with the City of Kingsland is 60 days.
2. No employee will be entitled to draw more than 30 days for one absence from work or during a twelve-month period.
3. An employee who is approved for disability retirement benefits or Social Security is ineligible to draw from the Sick Leave Bank.
4. The employee will be required to repay sick leave at the rate of 25% of the hours granted.
5. If an employee voluntarily terminates his or her employment with the City of Kingsland after receiving extended sick leave hours, but prior to his or her repayment of twenty-five (25) percent of the hours used, the equivalent monies will be deducted from the employee's final paycheck. If there are insufficient monies in which to collect the twenty-five percent equivalency and the employee returns to City employment, the monies will be collected upon reemployment/reinstatement.

6. The value withdrawn from the leave bank will be equivalent to the employee's workday based on his/her current hourly rate.

Exclusions, Limitations, and Termination of Benefits

1. Disabilities resulting from the following will be excluded from eligibility for Sick Leave Bank benefits:
 - a) Any occupationally related accident or illness for which Workers' Compensation benefits are payable.
 - b) Horseplay or intoxication by alcohol or drugs while at work, or a failure to obey instructions or use a safety device while at work.
 - c) Intentional self-inflicted injuries.
 - d) Injury occurring in the course of committing a felony or assault.
 - e) Active duty service in the armed forces.
 - f) War, insurrection, rebellion, or active and illegal participation in a riot.
 - g) Cosmetic surgery or treatment, or surgery or treatment deemed medically unnecessary by a physician.
2. No Sick Leave Bank benefits will be payable for that portion of any period of disability when the disabled employee is confined in a penal or correctional institution as a result of conviction for a criminal or other public offense.
3. The granting of Sick Leave Bank days for any period of disability caused by nervous or mental diseases or disorders, alcoholism or drug addiction or chemical dependence will be limited to a total period of 30 workdays during a twelve-month period unless the participating employee is confined in a legally constituted hospital.
4. The granting of Sick Leave Bank days for any period of disability caused by normal pregnancy will be limited to a total period of 30 workdays during a twelve-month period.
5. A participating employee will immediately lose the right to use Sick Leave Bank benefits because of the following:
 - a) Termination of employment with the City.
 - b) A suspension without pay.
 - c) Voluntary cancellation of participation in the Bank.
 - d) Failure to make required contribution (except for a person receiving Sick Leave Bank benefits on a day that employees are required to contribute an additional day), or provide required physician certification.
 - e) Any abuse or misuse of the Sick Leave policy for which the employee has been disciplined within 12 months of the commencement of the disability.
 - f) Exhaustion of maximum Sick Leave Bank days.
 - g) Fraud or misrepresentation in requesting or use of Sick Leave Bank benefits.

Pre-Existing Conditions

1. For employees eligible to participate in the Sick Leave Bank, disabilities arising within the first year of participation and attributable to a pre-existing condition will be excluded from the Bank.

Administration

1. The Sick Leave Bank will be administered by the Department of Human Resources. The city manager will recommend such rules and policies, notwithstanding those provided herein, considered appropriate for the operation of the Sick Leave Bank. Any additional rules or policy so developed must be approved by the city manager.
2. A seven (7) member Review Committee will be appointed by the city manager and will consist of representatives from various Departments. The members of the Committee will serve two-year terms and can be reappointed. The members of the Committee shall be active members of the Sick Leave Bank. The members of the Committee annually will select from the membership a chairperson and co-chairperson to conduct meetings in the absence of the chairperson. At any meetings of the Committee, four members shall constitute a quorum; decisions shall be made by majority vote.
3. The Review Committee shall have the responsibility of reviewing all requests from the Bank, verifying the validity of the requests, approving or denying the requests, and communicating the decision to the city manager. The decision of the review committee is final, subject to the provisions of subsection 4 below.
4. The Review Committee will interact as necessary with the Departments of Finance and Human Resources in the operation of the Sick Leave Bank. The Department of Human Resources will receive and review the decisions of the Review Committee to assure consistency with City sick leave and other leave policies and with the rules and policies of the Sick Leave Bank. The Department of Human Resources will be notified by the Review Committee to effect Sick leave payments and to account for Sick Leave Bank grants. The Department of Human Resources will at that time notify the employee and affected department. Decisions of the Review Committee shall be effective from the time they are made, with Sick Leave Bank benefits payable commencing on the first regular pay period following the date on which the decision is made.
5. All requests for Sick Leave Bank benefits shall be made on authorized forms and submitted to the Review Committee. Applicants may submit requests for an extension before the expiration of their current request.
6. The review committee shall use the following criteria in administering the bank and in rendering their decision:
 - a. Medical evidence of serious illness
 - b. Must use all accumulated sick leave days
 - c. History of leave usage
7. The key word in the guidelines on which the committee shall attempt to base their decision is catastrophic, which is the underlying concept of the Sick Leave Bank.
 Webster Dictionary defines (Catastrophic –a sudden and terrible disaster)
 Encyclopedia defines (Catastrophic-life-threatening, so terrible in nature as to require extensive, long-term, and expensive medical treatment.

Examples of Catastrophic Illnesses

Stroke or any major cerebrovascular rupture	Organ transplant
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or aneurysm	
Cancer	Heart surgery or cardiovascular rupture
Acquired Immune Deficiency Syndrome	Heart attack
Trauma where major bones are broken such as hip or back	Brain or head trauma
Major surgery	

8. If the Review Committee may reasonably presume that an applicant for Sick Leave Bank benefits may be eligible for disability retirement, or any other disability or loss of time benefits, the Review committee will request that the applicant apply for such benefits. Failure to apply would disqualify the applicant for Sick Leave Bank benefits.
9. Each request for Sick Leave Bank benefits shall include a signed physician certification confirming the cause of the illness or injury, certifying the existence of a disability that prevents the participating employee from performing assigned duties, and stating the anticipated duration of the disability.
10. An employee who is dissatisfied with the decision of the Review Committee may initiate one appeal to the Committee.
11. In order to appeal, the applicant must submit additional medical information and must address the reason for his or her appeal, in writing, within five (5) working days upon receipt of the decision letter, to the Chairperson of the Review Committee, in care of Human Resources.
12. There shall be no further appeal beyond the Extended Sick Leave Board.
13. All forms for application for participation in the Bank, requests for withdrawal of Bank days, and cancellation of participation will be available in the Department of Human Resources.
14. The Finance Department (payroll) shall maintain records of all participating employee contributions, withdrawals, and the status of the Bank.
15. The Finance Department shall report the status of the Bank at any time upon the request of the Review Committee and shall provide information to the Committee with respect to any participating employee's contribution status or prior use of Bank benefits.
16. The city in no way obligates itself or assumes responsibility should the sick leave bank find itself inadequate to respond to the needs of its members.

Termination or Modification of the Sick Leave Bank

The City intends to continue the Sick Leave Bank, but it reserves the right to institute a termination or modification thereof unilaterally and without prior notice. However, all existing and pending disability withdrawals will be honored by the Bank to the extent Sick Leave Bank days remain available. Should the Sick Leave Bank be terminated, all unused sick leave days will be distributed to the then current participating employees based on the number of years each has participated in the Bank.

Financing

The participating employees will bear the entire benefit cost of the Bank through their annual contribution of sick leave days provided to them at no cost by the City under the current sick leave accrual plan. The City will bear only the necessary administrative cost of the Sick Leave Bank.



360 Hawthorne Lane
Athens, GA 30606-2152
P (706) 354-7925
F (706) 354-7928
www.NutterInc.com

May 6, 2015

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

Subject: Updated Scope of Work and Budget, Year 1 Watershed Protection Plan
Monitoring, City of Kingsland, Proposal No. 15-047.

Dear Mr. Spell:

Nutter & Associates (NAI) is pleased to submit this updated Scope of Work and budget to implement required biological and water quality monitoring pursuant to the approved February 2012 (revised October 2014) Watershed Protection Plan (WPP). Based upon previous meetings and email correspondence with the City of Kingsland (City), NAI has developed a cost proposal for the 2015-2016 monitoring required to complete the WPP implementation.

As a part of the Georgia Environmental Protection Division (EPD) WPP guidance, as presented in the February 2012 City of Kingsland WPP, water quality and bacteriological monitoring are required annually at seven stations, while biological monitoring is required every four years at two stations. The attached figure presents the location of the seven monitoring stations. Biological monitoring only includes sampling of benthic macroinvertebrates communities; fish sampling will not be conducted as stated in the WPP. A breakdown of the WPP monitoring requirements are included below.

Watershed Protection Plan Monitoring Requirement	Monitoring Year			
	2015-16	2016-17	2017-18	2018-19
Water Quality (7 Stations)				
3 dry weather & 1 wet weather event	✓	✓	✓	✓
2 bacteriological geometric mean determinations (8 individual sample events)	✓	✓	✓	✓
Biological Monitoring (2 Stations)				
Benthic macroinvertebrate communities	✓			✓
Annual Report (due June 30)	✓	✓	✓	✓

Nutter & Associates will oversee all aspects of the WPP monitoring, which includes macroinvertebrate community sampling, three (3) dry weather and one (1) wet weather water quality sampling events, and two rounds of bacteriological sampling (8 individual sampling events). All WPP monitoring will be conducted in accordance with the protocols established by GA EPD in the following documents: Watershed Assessment and Protection Plan Guidance (GA EPD, 2004) and Macroinvertebrate Biological Assessment of Wadeable Streams in Georgia

Lee Spell, City Manager
 City of Kingsland
 May 6, 2015
 Page 2

Standard Operating Procedures (GA EPD, 2007). We will contract with ALS Global laboratory in Jacksonville, FL to conduct the three (3) dry weather water quality monitoring event and the eight (8) individual bacteriological sampling events. Nutter and Associates will conduct the wet weather event and the biological sampling. Results of the water quality, bacteriological, and biological sampling events will be summarized in an annual status report prepared by Nutter & Associates and submitted to the GA EPD by June 30, 2016.

BUDGET

As requested, we have separated the cost for work completed before October 2015 and work completed between November 2015 and June 2016. The not-to-exceed cost to conduct the monitoring through October 2015 is \$5,500, and the cost to complete the monitoring from November 2015 through June 2016 is \$24,065. A detailed cost breakdown by task is provided below.

Task	Cost
June 2015 - October 2015	
Bacteriological Round 1 (4 total events)	\$3,610
Dry Weather Event 1	1,890
Subtotal	\$5,500
November 2015 - June 2016	
Dry Weather Event 2	\$1,890
Macroinvertebrate Sampling	5,025
Wet Weather Event	6,960
Dry Weather Event 3	1,890
Bacteriological Round 2 (4 total events)	3,610
Annual Reporting (Due June 30, 2016)	4,990
Subtotal	\$24,365
TOTAL COST	\$29,865

Nutter & Associates works on a time and expense basis consistent with the enclosed fee schedule. Invoices will be submitted monthly for work completed to date. If this scope of work is acceptable, please sign and return the Proposal Acceptance form attached hereto authorizing us to begin work on this project. A purchase order may be issued in lieu of the Proposal Acceptance. The quoted cost is a not-to-exceed cost and is representative of the actual costs associated with performance of the tasks outlined above. If the scope of work changes during the course of the study, we will request authorization before proceeding.

Lee Spell, City Manager
City of Kingsland
May 6, 2015
Page 3

Time Line

Following approval of this scope of work and budget, we will begin the implementation of the WPP for the City of Kingsland. Water quality monitoring will continue through late spring 2016 and will culminate in the submittal of the 2016 annual monitoring report due no later than June 30, 2016.

Nutter & Associates is pleased to provide the City of Kingsland with this Scope of Work and budget for implementation of the Watershed Protection Plan monitoring. If you have any questions, please do not hesitate to contact us.

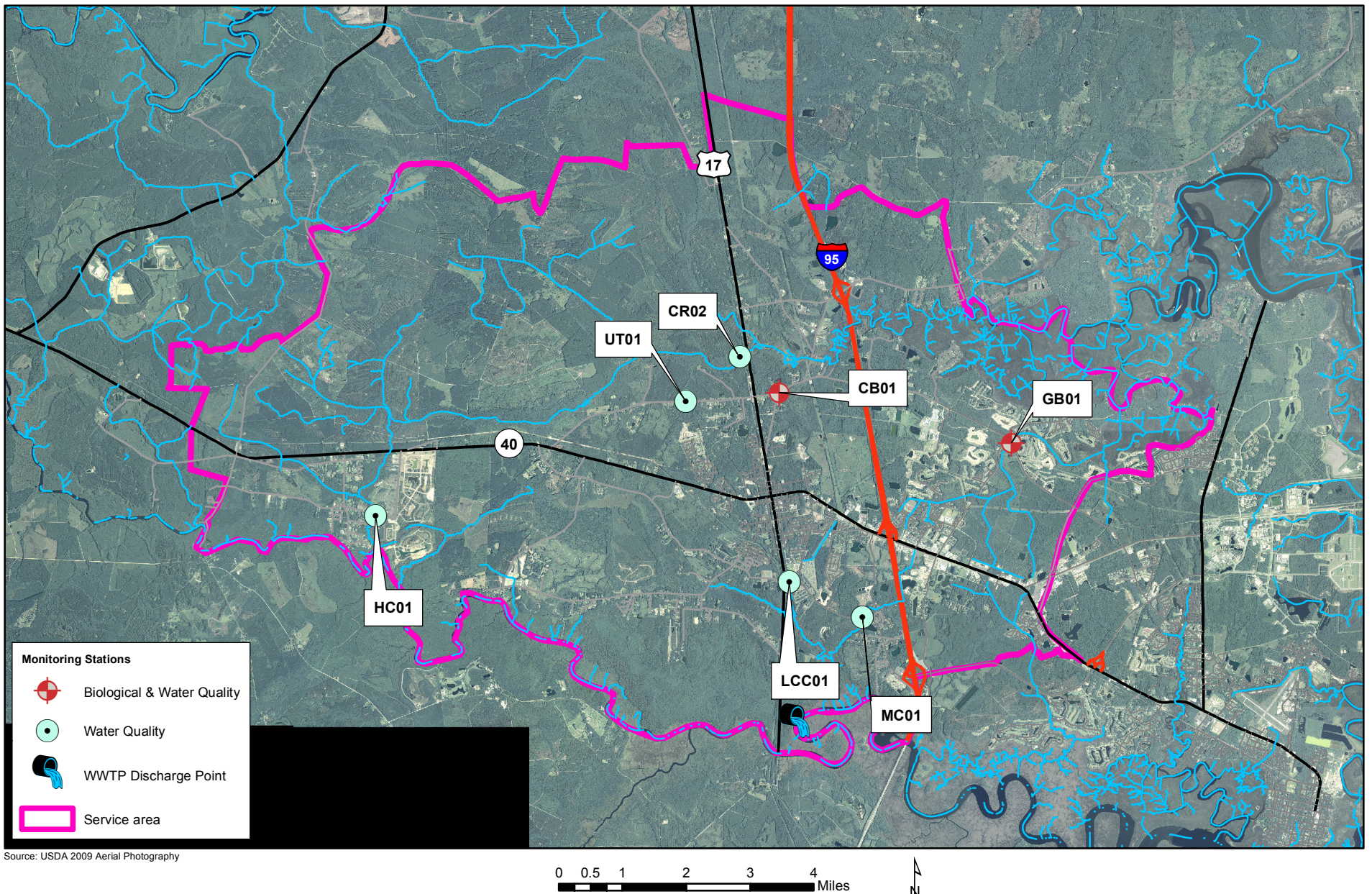
Sincerely,

NUTTER & ASSOCIATES, INC.


Erin M. Harris, CPESC, CPSS
Project Scientist


Tony S. Greco, PWS
Principal, Project Scientist

Enclosures



Water quality monitoring stations within the Kingsland service area.



360 Hawthorne Lane
 Athens, GA 30606-2152
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 www.NutterInc.com

Professional Services Contract

Proposal No. & Date	15-047 May 6, 2015
Project Name	Kingsland LTM
Project Location	Kingsland, GA
Description of Services	Year 1 Watershed Protection Plan Monitoring
Cost of Services	\$29,865
Client Name	City of Kingsland
Address	107 South Lee St. Kingsland, GA 31548
Telephone No.:	_____
Cellular No.:	_____
Fax No.:	_____
E-Mail:	_____

Client hereby acknowledges that this Proposal is provided subject to the general terms and conditions set out on the reverse side of this Proposal (the "Terms and Conditions"), which are hereby incorporated as a part of this Proposal. Client's acceptance of this Proposal shall be deemed an acceptance of the Terms and Conditions.

Authorized by:

 Signature

 Authorized Name

Send Invoices to attention of:

Invoices should be mailed/emailed to:

Attachment: Watershed Monitoring Service Contract - May 2015 (1359 : Approval - Watershed Monitoring Service Contract, Nutter &

TERMS AND CONDITIONS

Client hereby accepts the following general terms and conditions ("Terms and Conditions") applicable to Nutter & Associates, Inc.'s performance of the services described in the attached Proposal (the "Services"):

1. Payment Terms. Client shall pay all amounts due to Nutter & Associates, Inc. ("Nutter & Associates") upon receipt of each invoice from Nutter & Associates. Any amounts not paid by Client within thirty (30) days of the date of such invoices shall accrue interest at a rate of one and one half percent (1.5%) per month until such time as such amounts are paid in full. Client shall be responsible for all reasonable attorney's fees incurred by Nutter & Associates in connection with the collection of any amounts properly due and payable to Nutter & Associates in accordance with the terms of the Proposal and these Terms and Conditions.

2. Performance Standard. Nutter & Associates shall perform the Services using the care and skill ordinarily exercised by organizations performing services in the fields of soil and hydrologic evaluation, ecosystem evaluation and land treatment in the same or similar locality as the location where the Services are rendered. Client hereby acknowledges that Nutter & Associates makes no other representation or warranty with respect to the Services. Client further acknowledges that any oral or written reports furnished by Nutter & Associates shall not be construed as any representation or warranty with respect to the Services. NUTTER & ASSOCIATES HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. Limitation of Liability. Client hereby agrees that Nutter & Associates' total aggregate liability for any damages incurred by Client in connection with Nutter & Associates' performance of or failure to perform the Services shall not exceed the greater of (i) Fifty Thousand and No/100 Dollars (\$50,000.00) or (ii) Nutter & Associates total fee for the Services. IN NO EVENT SHALL NUTTER & ASSOCIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, PUNITIVE OR RELIANCE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SAVINGS OR REVENUES OR INCREASED COST OF OPERATIONS, REGARDLESS AS TO THE NATURE OF CLIENT'S CLAIM AGAINST NUTTER & ASSOCIATES.

4. Insurance Coverage. Nutter & Associates shall maintain the following insurance coverages during the period in which the Services are performed: (i) worker's compensation and employer's liability insurance coverage with coverage limits which conform to the requirements of applicable law; (ii) comprehensive general liability insurance coverage on an occurrence basis in an amount not less than \$1,000,000.00 per claim with an aggregate limit of not less than \$2,000,000.00; and (iii) automobile liability insurance coverage for both bodily injury and property damage with a combined single limit of \$1,000,000.00. Nutter & Associates shall provide Client with a certificate of insurance evidencing the aforementioned insurance coverages upon request by Client.

5. Damage to Man-Made Objects. Client shall be responsible for disclosing the presence and accurate location of all underground or otherwise hidden man-made objects which might interfere with field tests or boring to be performed by Nutter & Associates as part of the Services. Client hereby agrees to indemnify and hold Nutter & Associates harmless from and against all claims, suits, losses, personal injury, death and damage to property ("Indemnified Claims") resulting from unusual subsurface conditions or damage to subsurface structures or objects owned by client or any third parties in connection with Nutter & Associates' performance of the Services where such unusual subsurface conditions or the presence of such subsurface structures or

objects are not disclosed by Client to Nutter & Associates in writing prior to the performance of the Services. Client's obligation to indemnify Nutter & Associates in accordance with this Section 5 shall include all expenses incurred by Nutter & Associates in connection with Indemnified Claims, including, without limitation, Nutter & Associates' reasonable attorney's fees.

6. Damage to Work in Place. Client hereby acknowledges that there is the possibility of the occurrence of certain events or conditions which may affect work performed by Nutter & Associates as part of the Services ("Work in Place") and which are outside of the control of Nutter & Associates. Client further acknowledges and agrees that the occurrence of any of the following events and conditions shall not obligate Nutter & Associates to re-perform or replace any Work in Place:

(a) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) events which cause damage to Work in Place, including, but not limited to: (i) failure of any structures installed as part of the Work in Place; (ii) the erosion of or failure of any stream banks; (iii) the erosion or displacement of existing or planted vegetation within stream channels, riparian valleys or riparian zones; or (iv) wind damage to existing or planted vegetation within stream channels, riparian valleys or riparian zones;

(b) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) events which cause physical modification of any stream channels;

(c) The cutting and/or removal of either existing vegetation or vegetation planted by Nutter & Associates within the stream channel, riparian zone or riparian valley adjacent to or upstream from the Work in Place; and

(d) Drought conditions which inhibit or permanently damage the vegetative success of vegetation.

In the event any Work in Place is damaged or destroyed as a result of the occurrence of any of the aforementioned events or conditions, Client may request that Nutter & Associates perform such work as may be necessary to correct such damage or destruction. Nutter & Associates shall provide Client with a new proposal for the performance of such work, and Client may but shall not be obligated to engaged Nutter & Associates to perform such work in accordance with the terms of the new proposal.

7. Governing Law. The Proposal and these Terms and Conditions shall be governed by the laws of the State of Georgia.

8. Entire Agreement. The Proposal and these Terms and Conditions constitute the entire agreement between Nutter & Associates and Client with respect to the Services. The Proposal and these Terms and Conditions supersede all prior agreements, proposals, representations, statements or understandings, whether written or oral concerning the Services.

9. Binding Effect. The Proposal and these Terms and Conditions shall be binding upon any successors and assigns of Nutter & Associates and Client.



Carter & Sloope

CONSULTING ENGINEERS

June 5, 2015

Mr. Lee Spell, City Manager
City of Kingsland
107 S. Lee Street
Kingsland, GA 31548

RE: Kingsland, Georgia
Sheffield Force Main Relocation
Contract Documents
C&S File: K5000.110

Mr. Spell:

Proposals were received and opened for the above subject project on June 4th, 2015. A total of two (2) proposals were received. Legacy Water Group, LLC, with a base proposal total of \$454,978.00, was determined to be the low bidder.

It is Carter & Sloope, Inc.'s opinion that Legacy Water Group, LLC has adequate experience to complete the required work in accordance with the provided scope and within a reasonable time frame. Carter & Sloope, Inc., therefore, recommends that the City of Kingsland enter into an agreement with Legacy Water Group, LLC to construct the project entitled "Sheffield Force Main Relocation" in the amount of \$454,978.00.

I have enclosed four (4) copies of the Bid Tabulation for your use and review along with four (4) copies of the Notice of Award. Upon Approval, please sign all copies of the Notice of Award and return them to my attention.

Please contact me if you have questions or need additional information.

Sincerely,

CARTER & SLOOPE, INC.



Shane Strong, P.E.

end: Bid Tabulation – 4 copies
Notice of Award – 4 copies

cc: File (w/ enclosures)

Attachment: sheffield (1378 : Bid Award: Sheffield Force Main Relocation)

BID TABULATION FOR ALL BIDS
RECEIVED AT THE KINGSLAND CITY HALL
ON THURSDAY, JUNE 4, 2014 AT 2 P.M.

CARTER & SLOOPE, INC.
CONSULTING ENGINEERS
6310 PEAKE ROAD
MACON, GEORGIA 31210

PROJECT:
SHEFFIELD FORCE MAIN RELOCATION

BIDDERS:

Legacy Water Group, LLC
10120 Roberts Way
Covington GA 30014

Rowell Contracting, Inc
693 Third Street
Folkston GA 31537

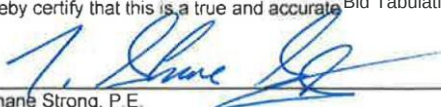
C&S PROJECT NO.: K5000 110

A. BASE BID

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	4,400	LF	8" HOPE DR-21 Forcemain	\$ 22.00	\$ 96,800.00	\$ 51.00	\$ 224,400.00
2	2,300	LF	16" HOPE DR-21 Forcemain	\$ 41.50	\$ 95,450.00	\$ 66.00	\$ 151,800.00
3	1	EA	Connection to Existing Forcemain	\$ 2,525.00	\$ 2,525.00	\$ 3,000.00	\$ 3,000.00
4	1	EA	Connection to Existing Wetwell	\$ 6,550.00	\$ 6,550.00	\$ 16,000.00	\$ 16,000.00
5	2	EA	8" to 16" Force Main Connection	\$ 3,700.00	\$ 7,400.00	\$ 7,500.00	\$ 15,000.00
6	6	EA	8" O.I. Fittings	\$ 1,050.00	\$ 6,300.00	\$ 250.00	\$ 1,500.00
7	6	EA	16" O.I. Fittings	\$ 2,200.00	\$ 13,200.00	\$ 700.00	\$ 4,200.00
8	8	EA	8" HOPE Fittings	\$ 215.00	\$ 1,720.00	\$ 350.00	\$ 2,800.00
9	1	EA	16" HOPE Fittings	\$ 415.00	\$ 415.00	\$ 500.00	\$ 500.00
10	3	EA	2" Above Ground Air Release Valve	\$ 5,400.00	\$ 16,200.00	\$ 4,600.00	\$ 13,800.00
11	2	EA	Above Ground Air Release Valve Stub Up Connection for 16" Force Main	\$ 4,750.00	\$ 9,500.00	\$ 5,400.00	\$ 10,800.00
12	15	SY	Remove Asphalt Pavement & Base	\$ 21.00	\$ 315.00	\$ 20.00	\$ 300.00
13	100	LF	Remove & Replace Storm Drain Pipe	\$ 37.00	\$ 3,700.00	\$ 60.00	\$ 6,000.00
14	100	SY	Class "A" Pavement Replacement	\$ 47.00	\$ 4,700.00	\$ 90.00	\$ 9,000.00
15	111	SY	Concrete Drive Replacement	\$ 68.00	\$ 7,548.00	\$ 75.00	\$ 8,325.00
16	37	SY	8" Thick Concrete Paved Apron	\$ 115.00	\$ 4,255.00	\$ 90.00	\$ 3,330.00
17	1	LS	Wetland Crossing (STA 11+44 to 19+28)	\$ 32,500.00	\$ 32,500.00	\$ 15,000.00	\$ 15,000.00
18	1	LS	Wetland Crossing (STA 21+86 to 33+15)	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
19	1	LS	Wetland Crossing (STA 34+81 to 42+58)	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
20	1	LS	Wetland Crossing (STA 42+88 to 43+15)	\$ 11,000.00	\$ 11,000.00	\$ 15,000.00	\$ 15,000.00
21	1	LS	Clearing & Grubbing	\$ 54,000.00	\$ 54,000.00	\$ 50,000.00	\$ 50,000.00
22	1	LS	Final Grassing & Permanent Revegetation	\$ 12,000.00	\$ 12,000.00	\$ 5,400.00	\$ 5,400.00
23	4	MO	NPDES Stormwater Monitoring	\$ 1,125.00	\$ 4,500.00	\$ 1,000.00	\$ 4,000.00
24	1	LS	Traffic Control	\$ 5,400.00	\$ 5,400.00	\$ 1,500.00	\$ 1,500.00
25	1	LS	Sediment & Erosion Control	\$ 14,000.00	\$ 14,000.00	\$ 17,500.00	\$ 17,500.00
26	N/A	N/A	Supplemental Work Allowance	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
TOTAL BASE BID					\$ 454,978.00		\$ 624,155.00

*Due to a multiplication error by Rowell Contracting, Inc., the total for line item 1 was changed from \$224,000.00 to \$224,400.00, thus changing their base bid from \$623,755.00 to \$624,155.00

I hereby certify that this is a true and accurate Bid Tabulation of all bids received on June 4, 2015


T. Shane Strong, P.E.

Attachment: sheffield (1378 : Bid Award: Sheffield Force Main Relocation)

SECTION 00621**NOTICE OF AWARD****PROJECT DESCRIPTION:****Sheffield Force Main Relocation**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated June 4, 2015, and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of Four Hundred Fifty-Four Thousand, Nine Hundred Seventy-Eight and 00/100 Dollars (\$454,978.00).

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

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

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

Dated this ____ day of _____, 2015.

City of Kingsland

OWNER

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Legacy Water Group, LLC
this ____ day of _____ 2015.
(Contractor)

By: _____

Title: _____

City of Kingsland
Sheffield Force Main Relocation

C & S No.: K5000.110

00621-1

Attachment: sheffield (1378 : Bid Award: Sheffield Force Main Relocation)



City of Kingsland

BID TABULATION

Repair of (2) 100' High Mast Lights-Exit 3

Thursday, May 21, 2015 @ 2:00 PM

Vendor	COST OF PROJECT	EXCEPTIONS
American Lighting and Signalization	\$4,800.00	Replacement of major high mast lighting components will be priced separately on an as needed basis if required. (Winch, Lowering Cables, Power Cord, Pulley Assembly, Locking Mechanism and Crane Work)
NO OTHER BIDS SUBMITTED		

*RFP was advertised on the City and GMA Websites.



City of Kingsland
BID TABULATION
2015 POLICE PURSUIT SEDANS
TUESDAY, MAY 19, 2015 @ 2:00 PM

Vendor	Year	Make	Model	V6	V6 Eco Boost	V8	Remarks
Dan Vaden Chevrolet-Savannah, GA	2014	Chevrolet	Caprice			\$28,695.00	
Dan Vaden Chevrolet-Savannah, GA	2015	Chevrolet	Caprice	\$27,595.00		\$27,595.00	
Bennett Chevrolet Buick-Kingsland, GA	2015	Chevrolet	Caprice	\$28,899.00			Spare Tire Included
Bennett Chevrolet Buick-Kingsland, GA	2015	Chevrolet	Caprice			\$28,728.00	
Alan Jay GM Superstore-Sebring, FL	2014	Dodge	Charger			\$21,542.00	Delivery Included
Lilliston Ford-Kingsland, GA	2015	Ford Sedan	Police Interceptor	\$24,861.00			
Wade Ford-Smyrna, GA	2015	Ford Sedan	Police Interceptor	\$22,796.00	\$24,850.00		
Brannen Motor, Co.-Unadilla, GA	2015	Ford Sedan	Police Interceptor	\$23,700.00			
Paul Clark Ford-Yulee, FL	2015	Ford Sedan	Police Interceptor	\$23,426.50			
Auto Nation-Marietta, GA	2015	Ford Sedan	Police Interceptor	\$22,986.00	\$25,680.00		
Allan Vigil Ford Lincoln-Morrow, GA	2015	Ford Sedan	Police Interceptor	\$23,271.00			Delivery Included
Bennett Chrysler-Jeep-Dodge-Kingsland, GA							NO BID SUBMITTED
Kings Colonial Ford, Inc.-Brunswick, GA							NO BID SUBMITTED
Carl Gregory Jeep- Dodge-Brunswick, GA							NO BID SUBMITTED
Walker Jones Chevrolet-Waycross, GA							NO BID SUBMITTED
Walker Jones Dodge-Chrysler-Jeep-Waycross, GA							NO BID SUBMITTED
Hardy Chevrolet, Inc.-Dallas, GA							NO BID SUBMITTED
Aikens Ford-Dodge-Jeep-Winder, GA							NO BID SUBMITTED

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

To: Mayor Kenneth E. Smith, Sr. and Kingsland City Council
 From: Kingsland Downtown Development Authority Board
 Date: April 7, 2015
 Re: Downtown Code Enforcement

Dear Mayor Smith and Kingsland City Council Members,

The Kingsland Downtown Development Authority Board would like to formally express our concern over the state of several businesses in downtown Kingsland. It appears that several may be operating outside the boundaries of the current Commercial District zoning regulations.

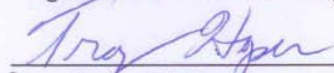
We respectfully ask that you take a look at the attached information for seven parcels located on Lee Street/US 17 in downtown Kingsland. We believe these businesses are in violation of the City of Kingsland C3 Zoning, as highlighted below. If you find this to be so, we ask you take all steps necessary to inform the businesses of the violation(s) and require them to bring their business into compliance.

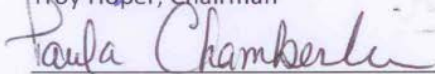
To assist you further, we have attached photos, taken on April 7, 2015, to show the current state of the store/businesses, as are easily viewed from Lee Street/US 17 heading south from City Hall.

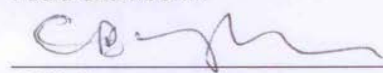
If businesses are allowed to continue to operate in this manner, the state of the downtown district will only continue to degrade. As an advisory board to the Mayor & Council we are deeply concerned as are other downtown business owners who spend time and money trying to improve their business. It is a disservice to them, to the community, and to the local economy.

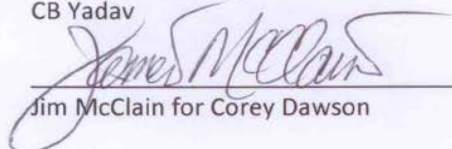
We thank you in advance for your time and attention to this matter.

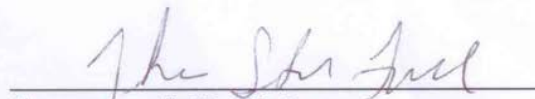
Respectfully,
 Kingsland Downtown Development Authority Board

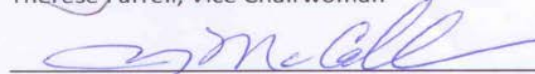

 Troy Hoper, Chairman

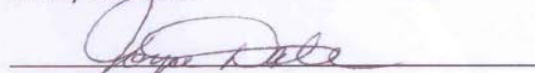

 Paula Chamberlin


 CB Yadav


 Jim McClain for Corey Dawson


 Therese Farrell, Vice Chairwoman


 Jimmy McCollum


 Joyce Dale

Definition for Commercial District, as stated at <https://www.municode.com/library/ga/kingsland> is as follows:

61.2. C-2, General Commercial District.

61.2.1. *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.

61.2.2. *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.

61.2.3. *Within C-2 Highway Commercial District,* the following uses are permitted:

- (1) All uses permitted in a C-1 District.
- (2) 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.
- (3) Automobile laundry or car wash provided that a paved area shall be located on the same lot for the storage of vehicles awaiting entrance to the washing process sufficient to contain a number of vehicles (at 200 square feet per vehicle) equal to one-third of the practical hourly capacity of the washing machine and in addition that curb breaks be limited to two (2) each, not to exceed 20 feet to a street intersection.
- (4) Signs as provided in [Section 120](#).
- (5) Bus stations.
- (6) Automobiles, 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.
- (7) Restaurants, including drive-in establishments, provided that such a drive-in establishment abuts a residential district by a six (6) foot high masonry wall and having no light shining directly into residential district.
- (8) Travel Trailer Parks, provided the requirements in [Section 80](#) are met.
- (9) 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.
- (10) 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.
- (11) 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.
- (12) Sale of souvenirs, gifts, novelties, pottery and sundries tailored to the tourist business.

(13) Temporary use, including the sale of Christmas trees, carnivals, church bazaars, sale of seasonal fruit and vegetables from roadside stands, but such uses not permitted for a period to exceed four months in any calendar year.

(14) Veterinary hospitals or clinics, provided any structure of open area used for such purpose shall be a minimum of one hundred (100) feet from a residential district.

(15) Ambulance service.

(16) Boat sales, indoor and outdoor.

(17) Bowling alleys.

(18) Self-service laundry.

(19) Shopping centers and/or malls.

(20) Supermarkets, grocery stores.

(21) Department and clothing stores.

(22) Bicycle and motorcycle stores.

(23) Hospitals, sanitariums, clinics, convalescent, funeral homes, or nursing homes.

(24) A zoning text amendment to add tattoo parlor as a permitted use within the C-2 General Commercial District.

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.

d) Care facilities, to include (but not limited to) child day care, family day care, group day care, group day care, and similar care facilities. This use is conditioned upon (1) the property being properly fenced for the safety of those being cared for, and (2) there is suitable access in and out of the facility so as not to cause a traffic and/or safety hazard.

61.3. C-3, *deleted and merged with C-2*















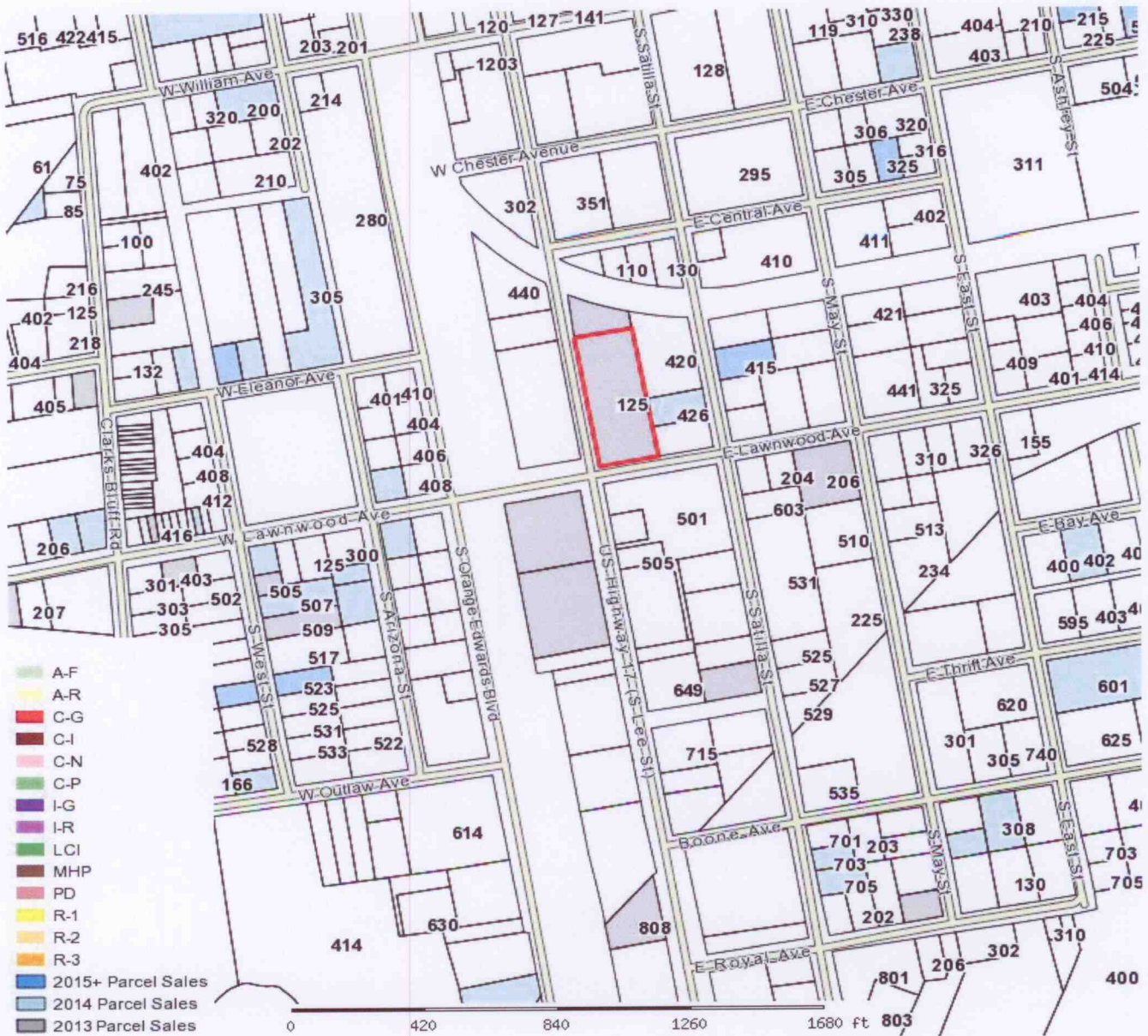


Camden County Assessor			
Parcel: K21 01 001 Acres: 0.18			
Name:	ARPEN ALLEN E	Land Value	\$30,600.00
Site:	109 W KING ST	Building Value	\$198,833.00
Sale:	\$230,000 on 07-2012 Reason=FM Qual=Q	Misc Value	\$0.00
Mail:	109 W KING AVENUE KINGSLAND, GA 31548	Total Value:	\$229,433.00



The Camden County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER CAMDEN COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 04/07/15 : 15:06:49



Camden County Assessor

Parcel: K26 01 001 Acres: 1.91

Name:	END TIME GOSPEL ASSEMBLY INC	Land Value	\$208,675.00
Site:	125 CHESTNUT CT	Building Value	\$102,645.00
Sale:	\$0 on 12-2013 Reason=QC Qual=U	Misc Value	\$7,567.00
Mail:	POST OFFICE BOX 5494	Total Value:	\$318,887.00
	SAINT MARYS, GA 31558		



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Date printed: 04/07/15 : 15:03:53



Camden County Assessor			
Parcel: K26 14 001 Acres: 0.54			
Name:	PADGETT FARRELL E	Land Value	\$91,800.00
Site:	715 S LEE ST	Building Value	\$24,515.00
Sale:	\$0 on 05-2004 Reason=FY Qual=U	Misc Value	\$10,060.00
Mail:	90 TROUT STREET	Total Value:	\$126,375.00
	WOODBINE, GA 31569		



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Camden County Assessor			
Parcel: K26 14 001B Acres: 0.29			
Name:	HICKS WALTER GARLAND	Land Value	\$49,300.00
Site:	0 S LEE ST	Building Value	\$0.00
Sale:	\$58,611 on 08-2011 Reason=LM Qual=Q	Misc Value	\$0.00
Mail:	11415 BEACON DRIVE	Total Value:	\$49,300.00
	JACKSONVILLE, FL 32225		



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Attachment: 2015 Letter to Mayor & Council (1380 : Downtown Code Enforcement)



Camden County Assessor

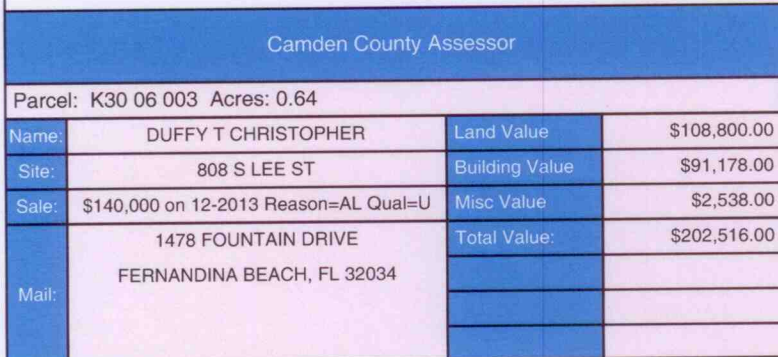
Parcel: K26 14 002 Acres: 0.61

Name:	RAOOF NAEEM & IRTIZA	Land Value	\$103,700.00
Site:	0 S LEE ST	Building Value	\$0.00
Sale:	\$10,000 on 10-2012 Reason=LM Qual=Q	Misc Value	\$0.00
Mail:	2600 SCRUBBY BLUFF ROAD KINGSLAND, GA 31548	Total Value:	\$103,700.00

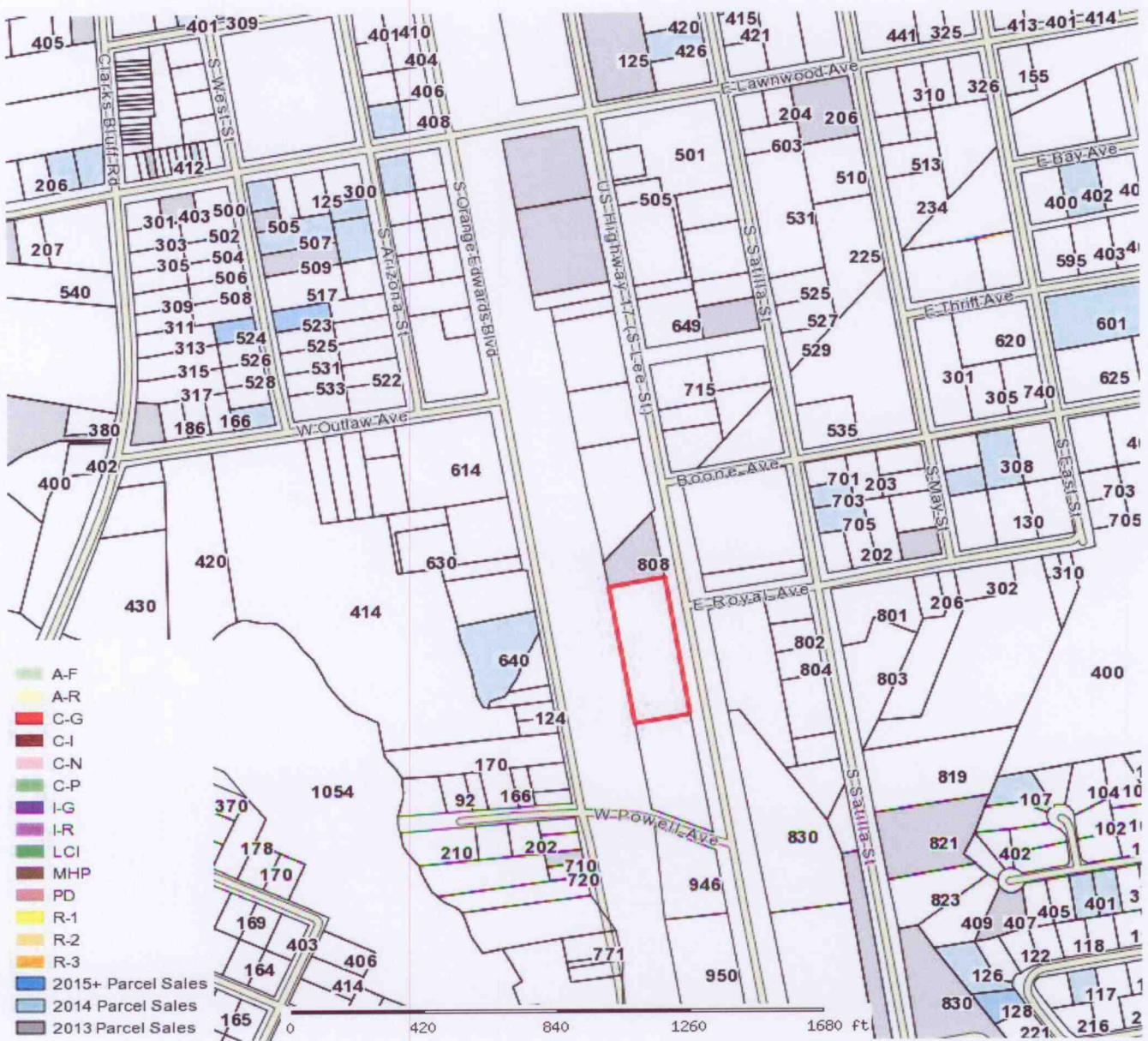


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Date printed: 04/07/15 : 15:02:36



Camden County Assessor			
Parcel: K30 06 002 Acres: 2.36			
Name:	LANIER W J SR & DARLEEN POPWELL	Land Value	\$227,800.00
Site:	0 S LEE ST	Building Value	\$29,358.00
Sale:	\$0 on 01-1988 Reason=NM Qual=U	Misc Value	\$0.00
Mail:	POST OFFICE BOX 625 KINGSLAND, GA 31548	Total Value:	\$257,158.00



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