



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • JUNE 22, 2015

Regular Meeting

City Council Chamber

6:00 PM

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

I. CALL TO ORDER AND WELCOME GUESTS

II. INVOCATION AND PLEDGE TO THE FLAG

III. ROLL CALL

Kenneth E Smith Sr
Alex Blount
Jim McClain
Charles Grayson Day Jr

Mayor
Mayor Pro Tem
City Councilman
City Councilman

IV. CONSENT DOCKET

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

V. CERTIFICATION OF ELECTION RESULTS

VI. OATH OF OFFICE - JAMES HAM

VII. RECOGNITION

- 1. GFOA's Distinguished Budget Presentation Award Awarded to the City of Kingsland's Finance Department for the Commitment of the Governing Body and Staff to Meeting the Highest Principles of Governmental Budgeting. -

VIII. PRESENTATION

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

IX. GRANTING AUDIENCE TO THE PUBLIC**X. OLD BUSINESS**

1. Adoption Of: Ordinance #2015-08, 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 Sever Ability; to Repeal Article VI - Code of Ethics for City Council Members in Its Entirety; and for Other Purposes. -
2. Approval Of: FY 2014/15 Mid Year Budget Revisions -

XI. PLANNING AND ZONING**XII. NEW BUSINESS**

1. Discussion and Approval - LivingWell Employee Health Clinic MOU -
2. Adoption Of: Ordinance 2015-10 - an Ordinance to Amend Chapter 2, Article IV - "Purchasing Policies and Procedures" of the Code of Ordinances - Mayor Pro Tem Alex Blount
3. Bid Award: Online Payments-Utilities and Court -
4. Discussion and Approval of Epic Destinations, LLC Development Agreement -
Reintroduction of Epic Development Agreement - Changing Epic Adventures Resort I, LLC to Epic Destinations, LLC (a limited liability company with no relationship with former Epic Adventures Resort I, LLC or Michael Elzafon). The Epic project has severed all ties with Mr. Elzafon.
5. Discussion - Synthetic Drug Ordinance - City Councilman Jim McClain
6. Animal Control Ordinance Amendment -
7. Animal Control Service Agreement -

XIII. MAYOR AND COUNCIL ANNOUNCEMENT**XIV. ADJOURNED**

City of Kingsland
Proposed Revised
FY 2014/15 Budget

Department	FY 14-15 Original Budget	FY 14-15 Year Revised Budget	Variance from FY 14-15 Original Budget to FY 14-15 Recommended Revised Budget % Change \$ Increase/ Decrease	Reason for Change From Original Budget to Recommended Revised Budget
General Fund				
Revenues	\$10,097,498	\$9,860,864	-2.34%	Contingency change of \$249,545 to \$433,351. 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	\$1,049,205	-0.92%	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. Includes a reduction in force for remaining 8 pay periods.
Information Technology	\$228,337	\$233,337	2.19%	Overall increase in electricity originally accounted for in administration.
Finance	\$298,513	\$299,278	0.26%	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%	Overall decrease in salaries from transferring court employee to vacant position in finance and \$102,000 decrease in fine add-ons.
Police	\$3,210,944	\$2,905,977	-9.50%	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 realignment and promotion within current staff.
Fire	\$1,942,980	\$1,942,980	0.00%	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%	Overall increases in repairs and maintenance offset by a reduction in auto parts.
Planning & Zoning	\$437,044	\$428,463	-1.96%	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%	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%	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	\$9,427,513	-4.27%	-\$420,440

City of Kingsland
Proposed Revised
FY 2014/15 Budget

Department	FY 14-15 Original Budget	FY 14-15 Year Revised Budget	Mid- FY 14-15 Original Budget to FY 14-15 Recommended Revised Change %	\$ Increase/ Decrease	Reason for Change From Original Budget to Recommended Revised Budget
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 contracted 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	

City of Kingsland
Proposed Revised
FY 2014/15 Budget

Department	FY 14-15 Original Budget	FY 14-15 Year Revised Budget	Variance from		Reason for Change From Original Budget to Recommended Revised Budget
			FY 14-15 Original Budget to FY 14-15 Recommended Revised	% Change / \$ Increase/Decrease	
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	\$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 originally 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 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.

COUNTY OF CAMDEN

**MEMORANDUM OF UNDERSTANDING
ESTABLISHING A COOPERATIVE PARTNERSHIP
BETWEEN THE CAMDEN COUNTY BOARD OF COMMISSIONERS
AND THE CITY OF KINGSLAND, GEORGIA
FOR PROVIDING ONSITE CLINICAL MEDICAL SERVICES
BY CAMDEN COUNTY TO EMPLOYEES OF THE CITY OF KINGSLAND**

This Memorandum of Understanding (herein after the "MOU") between the Camden County Board of Commissioners (herein after the "CCBC") and the City of Kingsland, Georgia (herein after the "CITY"); entered into this the 16th day of June, 2015 for providing of clinical medical services by Camden County for the employees of the City of Kingsland for the period starting July 1, 2015 and continuing through June 30, 2016 as defined and as agreed to as set forth herein:

1.

WHEREAS the CCBC and the CITY are lawful governments as envisioned by Georgia Law.

2.

WHEREAS the CCBC is a self-insured body for the purposes of providing health insurance benefits to CCBC's employees; and the CITY has purchased a health insurance policy for the purposes of providing health insurance benefits to CITY's employees.

3.

WHEREAS both CCBC and CITY desires to manage their employer provided health insurance costs in the most economical manner.

4.

WHEREAS CCBC has an established onsite medical clinic to provide a wellness program for employees in an attempt to reduce health insurance costs for CCBC. The clinic is at 701 Charles Gilman Jr. Avenue, Suite B, Kingsland, Georgia.

5.

WHEREAS CCBC has contracted with a local Georgia licensed physician, a nurse practitioner, and two (2) Georgia licensed registered nurses to oversee and provide medical services for CCBC's employees at the afore-stated clinic in an effort to reduce costs associated with the self-insured program.

6.

WHEREAS CCBC and CITY have entered into discussions that have led to the CITY and CCBC entering into this MOU which creates a cooperative partnership so as to allow CITY's employees to utilize the afore-stated clinic whereby the physician, nurse practitioner, and the registered nurses will provide an onsite medical clinical treatment program to CITY's employees while performing the onsite medical clinical treatment program for CCBC.

7.

NOW THEREFORE BE IT RESOLVED the CCBC and CITY hereby enters into this MOU which establishes a cooperative partnership between the parties hereto for the providing of onsite medical clinical services to the employees of the City of Kingsland, pursuant to the following terms.

a.

This MOU shall be effective upon the final approval by the CCBC (Camden County Board of Commissioners) and CITY (the Council for the City of Kingsland, Georgia) and entered upon the lawful minutes of each political body.

b.

Operational dates of this MOU shall be effective on July 1, 2014, upon final approval by CCBC and CITY, and shall continue until either party provides proper notification for termination. Either CCBC or the CITY may terminate this MOU at any time by informing the other party in writing 30 days prior to the termination of the agreement which shall be delivered to the County Administrator for CCBC or the City Manger for the CITY.

c.

CCBC shall establish the medical clinics hours of operation as stated herein below; and shall have sole authority for the retaining of the afore-said professional medical services for this MOU and the clinic; the location and hours of operations shall be:

- i. Nurse(s) will be available Monday through Friday 8:00 a.m. – 5:00 p.m.
- ii. Physician/Physician's Assistant/Nurse Practitioner will be available a minimum of thirty hours a week.

d.

In the forming of this cooperative partnership the CCBC and the CITY shall each be responsible for the total clinic operations cost on a pro-rata basis pursuant to the following formula.

CCBC has determined the estimated budgeted operating cost for CCBC's Fiscal Year 2015-2016 to be \$444,957. This budgeted amount is to cover any and all expenses associated with the onsite clinic (physician, physician's assistant, registered nursing staff, malpractice liability insurance premiums, non-medical staff, medical supplies, medications, and the utility and maintenance costs to operate the clinic).

It has further been determined that the CITY utilized the onsite medical clinic for CCBC's Fiscal year 2014-2015 for a pro-rated use percentage of 11.5% of the total operating costs for the afore-stated fiscal budget year.

It is hereby agreed and consented to by the parties hereto that the CITY shall pay to CCBC 11.5% of the afore-stated \$444,957 budget, conditioned on the CITY use of the clinical services not exceeding the projected 11.5% use of the clinic for 2015-2016 Fiscal Budget Year.

CITY shall pay to CCBC the total annual amount of \$51,170.05 for medical services provided by the CCBC's onsite clinic to the CITY. Said annual amount shall be paid in 12 monthly installments of \$4,264.17. CITY shall pay CCBC for the monthly installment payment by the 10th day of each month for the services performed in the previous month starting with July 1, 2015.

The aforesaid formula for payment of clinical services provided to the CITY shall be reviewed by CCBC on a quarterly basis in an effort to keep the CITY informed of the percentage of clinical services provided and costs so associated with the provided services in comparison to the funding so allocated for the onsite clinic operations. Upon review of the quarterly reports, the CITY shall be notified by the CCBC of the actual costs and utilization as well as any differential in pay.

The quarterly reviews are for the periods of July 1, 2015 to September 30, 2015; October 1, 2015 to December 31, 2015; January 1, 2016 to March 31, 2016; and April 1, 2016 to June 30, 2016. The completed quarterly review shall be presented by the CCBC to CITY on or before the 20th day of the month following the quarter just completed.

e.

CITY will be notified by CCBC in a timely manner of a change in clinic's hour of operation so that the CITY's employees may schedule their time to meet with the health care providers. Representatives of the CCBC's Human Resources Department and the CITY's Human Resources Department shall meet as needed to work out clinic schedules as necessary.

f.

This MOU does not establish an employer/employee relationship between CITY's employees and CCBC.

g.

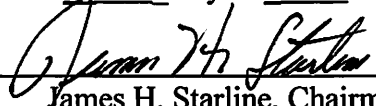
CITY agrees to hold harmless and indemnify CCBC from any damages, liability, actions, claims, or demands that may arise within the scope of this MOU in regards to CITY's agents, servants, employees, invitees, or licenses arising out of this MOU during the term of this MOU.

h.

The services as defined herein shall only be provided to those CITY employees that are currently enrolled in the CITY's employer provided health insurance program. City shall provide to CCBC a list of currently enrolled employees in CITY's employer provided health insurance program as may be amended from time to time.

Hereby agreed to by the parties hereto on the date as approved:

This 16th day of June 2015


James H. Starline, Chairman
Camden County Board of Commissioners

ATTEST: 
Kathryn Bishop, County Clerk

Kenneth E. Smith, Mayor

This _____ day of _____ 2015

ATTEST: _____
Linda M. O'Shaughnessy,
City Clerk

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (this “Agreement”) is entered this ____ day of _____, ~~2014~~2015, by and between **EPIC ~~ADVENTURES RESORT DESTINATIONS~~, LLC**, a limited liability company organized and existing under the laws of the State of ~~Delaware~~ Georgia and duly authorized by the State (the “Developer”), the **GEORGIA GATEWAY COMMUNITY IMPROVEMENT DISTRICT**, a body corporate and politic (the “Georgia Gateway CID”), and the **CITY OF KINGSLAND, GEORGIA**, a municipal corporation of the County (the “City”). The Developer, the Georgia Gateway CID and the City are collectively referred to herein as the “Parties” and individually as a “Party.” Capitalized terms used herein and not otherwise defined have the meanings given to them in Article I.

RECITALS

WHEREAS, the City is duly authorized to exercise the redevelopment powers granted to cities and counties in the State pursuant to the Redevelopment Powers Law and by a local act of the General Assembly of the State, which local act was approved by the electors of the City; and

WHEREAS, pursuant to the TAD Resolution, the City Council (a) approved the Redevelopment Plan and (b) created the Kingsland TAD pursuant to the authority granted to the City under the Redevelopment Powers Law; and

WHEREAS, the Redevelopment Powers Law provides that the City may contract with public and private entities to complete projects contemplated in the Redevelopment Plan; and

WHEREAS, the Developer proposes to develop within the Kingsland TAD the EPIC Adventures Resort Project, a fully integrated leisure destination resort that is anticipated to shape and transform the quality of life of the residents of the City, and improve and revitalize the area surrounding the Project as an attractive entry into the City, according to the economic development benefits of redevelopment of the Kingsland TAD set forth at Exhibit A, which Exhibit A constitutes representations to the City by the Developer; and

WHEREAS, as the EPIC Adventures Resort Project includes proposed Community Facilities and the Public Infrastructure comprising the Community Enhancement Component, the City determined that it was in the best interests of the public to establish the Georgia Gateway CID, which is proposed to own and develop the Public Infrastructure and Community Facilities; and

WHEREAS, pursuant to the CID Resolution, the City Council activated the Gateway CID pursuant to the authority granted to the City by the General Assembly of the State, certain consents of owners of real property also being required in connection therewith as provided law; and

WHEREAS, in order to facilitate the successful accomplishment of the Redevelopment Plan, the City has indicated its willingness to support the development of the Public Infrastructure and Community Facilities, by using Tax Allocation Increment either to implement a TAD Financing described herein to pay eligible Redevelopment Costs or to pay such Redevelopment Costs on a “pay as you go” basis; and

WHEREAS, the purpose of this Agreement is to identify and outline the proposed transactions required to complete the Community Enhancement Component, as well as set forth the roles and responsibilities of each of the Parties with respect to same, such that the Parties may proceed in a timely fashion with their respective development activities; the Parties anticipate that additional agreements can and will be required in order to give effect to the same.

NOW THEREFORE, the Parties, for and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, hereby agree as follows:

ARTICLE I GENERAL TERMS

Section 1.1. Definitions. Unless the context clearly requires a different meaning, the following terms are used herein with following meanings:

“Act of Bankruptcy” means (a) the making of an assignment for the benefit of creditors, the filing of a petition in bankruptcy, the petitioning or application to any tribunal for any receiver or any trustee of the applicable Person or any substantial part of its property, the commencement of any proceeding relating to the applicable Person under any reorganization, arrangement, readjustments of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or (b) if, within sixty (60) days after the filing of a bankruptcy petition or the commencement of any proceeding against the applicable Person seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the proceedings have not been dismissed, or, (c) if, within sixty (60) days after the appointment, without the consent or acquiescence of the applicable Person, of any trustee, receiver or liquidator of the applicable Person or of the land owned by the applicable Person, the appointment has not been vacated.

“Advance” means (a) an advance by the Developer or any other Person on behalf of the Developer to pay Redevelopment Costs for Public Infrastructure or Community Facilities, or (b) an advance by the Georgia Gateway CID or any Person on behalf of the Georgia Gateway CID to pay Redevelopment Costs for Public Infrastructure or Community Facilities. In no event shall the making of an Advance create an obligation or a liability on the part of the City or a charge on the revenues of the Kingsland TAD. Advances proposed to be paid or reimbursed through any source of revenue derived from the Kingsland TAD, Gateway CID, or City revenues must be sufficiently substantiated to the City’s satisfaction prior to the approval and repayment for any Advance from said sources.

“Affiliate” means, (a) a parent, partner, member or owner of such Person or (b) any Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such Person. As used herein, this definition, “control” of a Person means the possession, directly or indirectly, of the power: (i) to vote 10% or more of the voting securities of such person or entity (on a fully diluted basis) having ordinary power to vote in the election of the governing body of such person or entity, or (ii) to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” means this Project Agreement as the same may be amended, supplemented, modified and/or restated from time to time.

“**CID Resolution**” means Resolution #2013-05 duly adopted by the City Council on June 10, 2013 pursuant to which, after approval of the City of Kingsland Community Improvement Districts Act of 2013, HB 586 by the General Assembly, as amended, (the “**Act**”), the City activated the Georgia Gateway CID, as the CID Resolution may be amended from time to time by the City in its discretion and under the provisions set forth in the Act.

“**City**” means the City of Kingsland, Georgia, a municipal corporation of the State, acting through Mayor and City Council, and its successors and assigns under this Agreement.

“**City Council**” means the legislative governing body of the City.

“**Community Enhancement Component**” means the redevelopment project of the Georgia Gateway CID located on approximately 300 acres of the Site, comprised of the Community Facilities and the Public Infrastructure described in this Agreement, being the public aspects of a fully integrated leisure destination resort, including development of quality venues for business, cultural, social, and community events that provide economic benefits through small business opportunities and new jobs, all to directly enhance the livability and quality of the community.

“**Community Facilities**” means one or more of the public facilities of the Community Enhancement Component, which includes: (a) Event Areas and Fairgrounds, (b) Cultural and Performance Center, (c) Community/Conference Center, (d) Farmers Market/Artisans’ Fair, (e) Athletic and Sports Performance Complex, (f) Area Infrastructure and Common Elements and other community facilities that support the efforts of the Community Enhancement Component, each of which may contain buildings, structures and personal property.

“**Community Facilities Costs**” means development costs of the Georgia Gateway CID attributable to a particular Community Facility, including Public Infrastructure, Site work, building construction and other associated hard and soft costs. All such property must be publicly owned.

“**Completion**” means the completion of the EPIC Adventures Resort Project, Public Infrastructure or Community Facilities substantially in accordance with their Plans. For all purposes of this Agreement, Completion will be deemed to have occurred on the date of the delivery to the City of (a) all applicable Completion Occupancy Certificates for the EPIC Adventures Resort Project, Public Infrastructure or Community Facility, (b) a Certificate of Substantial Completion issued by the applicable architect of record and signed by the General Contractor and owner (on AIA Form G704 or the equivalent thereof applicable to the EPIC Adventures Resort Project, Public Infrastructure or Community Facility), or (c) such earlier date as acknowledged by the City in writing.

“**Completion Occupancy Certificate**” means a certificate of occupancy (which may be a “temporary” certificate of occupancy provided that upon issuance thereof permission to occupy is granted and proved that any outstanding items, if any, to be completed in order to obtain any “permanent” certificate of occupancy can be accomplished in the ordinary course of business by

the Developer or the Georgia Gateway CID, as applicable) or completion certificate or other equivalent applicable to the EPIC Adventures Resort Project permitting legal occupancy thereof. The Parties acknowledge that the City would be the issuer of any Completion Occupancy Certificate and that this Agreement in no way affects the authority or discretion of the City over same.

“**County**” means Camden County, Georgia.

“**Developer**” means Epic ~~Destinations, Adventures Resort I~~, LLC, a ~~Georgia~~Delaware limited liability company duly authorized by the Secretary of State to transact business as a foreign limited liability company in the State on ~~June 18, 2014~~ April 3, 2015.

“**Effective Date**” means date of this Agreement as reflected in the prefatory paragraph on the first page.

“**EPIC Adventures Resort Project**” means the redevelopment project located on approximately 200 acres of the Site, comprised of the Project Components described in this Agreement and set forth in the TAD Resolution and attachments thereto, being a fully integrated leisure resort, together with the associated Community Enhancement Component.

“**Force Majeure**” means the actual period of any delay to the final Completion of any Project Component, Community Facility or Public Infrastructure that is caused by fire, unavailability of manufactured materials, earthquake, flood, explosion, war, acts of terrorism, invasion, insurrection, mob violence, sabotage, lockouts, litigation, condemnation, riots or other civil disorder, national or local emergency, act of God, unusual delays in transportation, unusual delay in obtaining lawful permits or consents to which the applicant is legally entitled, strike or labor dispute, severe unanticipated weather conditions, or delays caused by the City in excess of thirty (30) days in responding to proposals for Material Modifications, in any such case entitling the Developer, the Georgia Gateway CID or the City a commensurate extension of time to perform and complete the obligations delayed thereby under this Agreement. The Person requesting an extension of time due to Force Majeure will give written notice in accordance with this Agreement as soon as reasonably practical after the start of the event or occurrence giving rise to the delay, specifically identifying the occurrence or event and the anticipated resulting delays to the Completion of such Project Component, Community Facility or Public Infrastructure.

“**General Contractor**” means, as to any Public Infrastructure, Project Component or Community Facility, an experienced, bonded and reputable general contractor selected by the Developer or the Georgia Gateway CID, as appropriate, to construct such Project Component or Community Facility, as reasonably satisfactory to the City. With respect to the Georgia Gateway CID and the City, either acting on its behalf or as the Redevelopment Agency for the Kingsland TAD, such selection shall be made in compliance with the Local Government Public Works Construction Law of the State.

“**Georgia Gateway CID**” means the Georgia Gateway Community Improvement District established by a resolution of the City Council dated June 10, 2013, pursuant to Article IX, Section VII of the Constitution of the State and authorized by the City Community

Improvement Act of 2013, which has been formed to encompass properties of the Community Enhancement Component.

“**Georgia Tourism Development Law**” means the Georgia Tourism Development Act, O.C.G.A. §48-8-270 *et seq.*, as amended.

“**Intergovernmental Agreement**” means any agreement made by and between the City, the County, and/or School Board pertaining to the consent (if so given) of the particular taxing jurisdiction to participate in the Kingsland TAD by contributing its portion of Tax Allocation Increment to the TAD Special Fund for purposes of paying Redevelopment Costs.

“**Kingsland Exit 3 Commercial Corridor**” means the business area and commercial properties near and around Exit 3 and Exit 1 on Interstate 95 which are located within the City.

“**Kingsland TAD**” means the Tax Allocation District Number One – Exit 3 Commercial and Entertainment District of the City created by the TAD Resolution, effective as of December 31, 2012 and as further described in the Redevelopment Plan.

“**Law**” means any local, state or federal legal requirement (including, without limitation, Environmental Laws), including any statute, law, ordinance, rule, code or regulation, now or hereafter in effect, or order, judgment, decree, injunction, permit, license, authorization, certificate, franchise, approval, notice, demand, direction or determination of any governmental authority, and including common law.

“**Lender**” means (a) any lender to the Developer to fund the acquisition and construction of a Project Component or (b) any lender to the Georgia Gateway CID to fund the acquisition and construction of the Community Facilities or the Public Infrastructure.

“**LOST**” means the incremental State and local option sales and use tax, excluding sale tax for educational purposes, authorized by O.C.G.A. §48-8-271(9) of the Georgia Tourism Development Law, activated in the County by local referendum in the amount of one percent (1%) that is imposed on the purchase, sale, rental, storage, use or consumption of tangible personal property and related services.

“**Material Modification**” means, (a) with respect to any Project Component for which the Developer has filed with the City a description, Plans, budget and construction schedule or (b) with respect to any Community Facilities or Public Infrastructure which the Georgia Gateway CID has filed with the City, any modification that, (i) changes or alters the description of a Project Component, Community Facility or Public Infrastructure resulting in that Project Component, Community Facility or Public Infrastructure being materially different than as previously contemplated by the description and Plans then on record with the City; (ii) any change or alteration that causes the Project Component Costs or Community Facilities Costs to be 20% more or less than such costs shown on its budget; or (iii) that will cause the Project Component, Community Facility or Public Infrastructure to be completed more than six (6) months later than shown by its construction schedule.

“**Person**” includes a corporation, a trust, an association, a partnership (including a limited liability partnership), a joint venture, an unincorporated organization, a business, an individual or

natural person, a joint stock company, a limited liability company, a public body or any other entity.

“Plans” means the Site plans and the construction plans for any aspect of the EPIC Adventures Resort Project or the Community Enhancement Component. All Plans are subject to prior approval by the City.

“Project Approvals” means all approvals, consents, waivers, orders, agreements, authorizations, permits and licenses required under applicable Laws or under the terms of any restriction, covenant or easement affecting the EPIC Adventures Resort Project, the Community Enhancement Component or otherwise necessary or desirable for the ownership, acquisition, construction equipping, use or operation of the EPIC Adventures Resort Project or the Community Enhancement Component, whether obtained from a governmental authority or any other Person. No waiver or pre-commitment with respect to its governmental functions, including, without limitation, whether or not it will grant any Project Approvals, on the part of the City is contained herein, nor shall any be implied by the City’s entry into this Agreement. Project Approvals of the City will not be unreasonably withheld.

“Project Component” means one or more of the components of the EPIC Adventures Resort Project, including: (a) the Entertainment District (b) the Adventure District, (c) the Amusement District, (d) the Water Adventure District, (e) the Hospitality District, (f) the RV Resort/Camping District and, (g) the Retail District, each of which may contain buildings, structures and personal property and are anticipated to contribute positive Tax Allocation Increment.

“Project Component Costs” means the actual costs of the Developer for a particular Project Component, including Site work, building construction and other associated hard and soft costs.

“Public Infrastructure” means the critical public infrastructure improvements of the Community Enhancement Component of the EPIC Adventures Resort Project, such as land acquisition, a master storm water retention system, water and sewer systems, preservation and enhancement of wetland areas into retention ponds and public access parks with lakes.

“Redevelopment Area” means that the certain area located within the geographic limits of the City and created and established by the City through its approval of the Redevelopment Plan as a redevelopment area as defined in the Redevelopment Powers Law at O.C.G.A §36-44-3(7).

“Redevelopment Costs” has the meaning given for this term in the Redevelopment Powers Law as defined at O.C.G.A §36-44-3(8).

“Redevelopment Plan” means the Redevelopment Plan for Kingsland TAD approved by the City pursuant to the TAD Resolution following a public hearing as required by law, as defined in the Redevelopment Powers Law at O.C.G.A. §36-44-3(9) and as subsequently revised and approved by the City Council from time to time in the City’s discretion.

“Redevelopment Powers Law” means the Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, as amended.

“School Board” means the Board of Education as the governing body of the Camden County, Georgia School District.

“Site” means the real property located within the identical boundaries of the Kingsland TAD and the Georgia Gateway CID on which the Public Infrastructure, Community Facilities and the EPIC Adventures Resort Project will be located, specifically being those certain parcels commonly referred to as the “Gross Parcels – North and South”, Parcel Numbers 095 009B and 095 025, respectively.

“State” means the State of Georgia.

“TAD Financing” as used in this Agreement means and is limited to any one or more of the following forms of financing that the City may, in its complete discretion, approve for purposes of this Agreement, but no others: (a) tax allocation bonds in the event the City by separate action and in its sole discretion should determine to issue tax allocation bonds for the purposes of the Redevelopment Plan; and (b) debt issued by the Georgia Gateway CID in the event that the City by separate action, and in its sole discretion should determine to enter into an agreement with the Georgia Gateway CID whereby the City agrees to pay over Tax Allocation Increment to be used by the Georgia Gateway CID to wholly or partially repay debt issued by the Georgia Gateway CID for purposes of this Agreement, which debt shall be backed only by the full faith, credit and taxing power of the Georgia Gateway CID. This Agreement shall not be construed to obligate the City to provide revenues generated from the tax allocation increment of the Kingsland TAD, to issue tax allocation bonds, or to incur debt of any kind.

“TAD Financing Documents” means the documents to be executed and delivered in connection with the issuance of the TAD Financing.

“TAD Funds” means funds available under the Redevelopment Plan pursuant to the Redevelopment Powers Law for the payment of Redevelopment Costs, including money derived from the Tax Allocation Increment of the City and of proceeds of any TAD Financing approved by the City as provided herein. If either the County and/or the School Board lawfully consent to participate in the Kingsland TAD, funds derived from taxes collected by or on behalf of these respective taxing jurisdictions in the Kingsland TAD shall also be included in TAD Funds. In no event shall general funds of the City derived from within the Kingsland TAD be considered TAD Funds.

“TAD Resolution” means Resolution #2012-11 duly adopted by the City Council on December 10, 2012 pursuant to which, following a public hearing as required by law, the City approved the Redevelopment Plan and created the Kingsland TAD, and as amended if ever modified by the City.

“TAD Special Fund” means a fund established by the City into which Tax Allocation Increment is deposited for use as provided for by the Redevelopment Powers Law and the Transaction Documents, if any.

“**Tax Allocation Increment**” means the positive tax allocation increment generated from the increase of the real and personal property tax digest in the Kingsland TAD, as defined in the Redevelopment Powers Law at O.C.G.A. §36-44-3(14).

“**Transaction Documents**” means any agreement or instrument other than this Agreement to which a Party is a party or by which a Party is bound and that is executed in connection with the financial resources contemplated by this Agreement.

Section 1.2. Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City hereby represents and warrants to the Developer and the Georgia Gateway CID, as of the Effective Date and as of the date of any action taken by the Developer or the Georgia Gateway CID pursuant to this Agreement, that:

(a) Organization and Authority. The City is a municipal corporation and political subdivision duly created and existing under the laws of the State. The City has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of the City, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of the City as a condition to the valid execution, delivery, and performance by the City of this Agreement. This Agreement, when duly executed and delivered by each Party, will be the valid, binding and enforceable obligation of the City in accordance with its terms, subject to matters and laws affecting creditors' right generally as to political bodies and to general principles of equity.

(c) No Litigation. There are no actions, suits, proceedings or investigations of any kind pending or threatened against the City before any court, tribunal or administrative agency or board or any mediator or arbitrator that questions the validity of this Agreement or any action taken or to be taken pursuant to this Agreement.

(d) Redevelopment Plan. The TAD Resolution has been validly adopted, remains in full force and effect, and has not been amended or supplemented since its date of adoption.

(e) Creation of Community Improvement Districts. The City has authority under the Act to activate community improvement districts to facilitate the construction and operation of the Public Infrastructure and Community Facilities, certain consents of owners of real property also being required in connection therewith as provided by law.

Section 2.2. Representations and Warranties of the Developer. The Developer hereby represents and warrants to the City and the Georgia Gateway CID, as of the Effective Date and as of the date of any action taken by the City or the Georgia Gateway CID pursuant to this Agreement, that:

(a) Organization and Authority of the Developer. The Developer is a limited liability company of the State, in good standing and authorized to transact business in the State. The Developer has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement (i) has been duly authorized by all necessary action and proceedings by or on behalf of the Developer and (ii) as of the Effective Date, no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of the Developer as a condition to the valid execution, delivery, and performance by it of this Agreement. This Agreement, when duly executed and delivered by each Party, will be the valid, binding and enforceable obligation of the Developer in accordance with its terms, subject to matters and laws affecting creditors' right generally and to general principles of equity.

(c) Organizational Documents. The organizational documents of the Developer are in full force and effect and have not been modified or supplemented from those submitted to the City, and no fact or circumstance has occurred that, by itself or with the giving of notice of the passage of time or both, would constitute a default thereunder.

(d) Financial Statements. All financial statements to be furnished to the City with respect to the Developer fairly present the financial condition of the Developer as of the dates thereof, and all other written information furnished to the City by the Developer will be accurate, complete and correct in all material respects and will not contain any material misstatement of fact or omit to state any fact necessary to make the statements contained therein not misleading.

(e) Environmental. The Developer has no knowledge of (i) the presence of any hazardous substances on the Site or the EPIC Adventures Resort Project, or of any spills, releases, discharges, or disposal of hazardous substances that have occurred or are presently occurring on or onto the Site or the EPIC Adventures Resort Project, or (ii) the presence of any PCB transformers serving or stored on the Site or the EPIC Adventures Resort Project, or any portion thereof, and the Developer has no knowledge of any failure to comply with any applicable Environmental Laws relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Substances.

(f) Bankruptcy. No Act of Bankruptcy has occurred with respect to the Developer or its Affiliates.

(g) No Litigation. There is no action, suit or proceeding pending or, to the knowledge of the Developer, threatened against or affecting the Developer or its Affiliates in any

court, before any arbitrator or before or by any governmental body which (i) in any manner raises any question affecting the validity or enforceability of this Agreement, (ii) could materially and adversely affect the business, financial position or results of operations of the Developer or the EPIC Adventures Resort Project, or (iii) could materially and adversely affect the ability of the Developer to perform its obligations hereunder.

(h) No Undisclosed Liabilities. Neither the Developer nor the Site is subject to any material liability or obligation, including contingent liabilities, other than loans to finance the EPIC Adventures Resort Project. Neither the Developer nor its Affiliates are in default under or in breach of any material contract or agreement, and no event has occurred which, with the passage of time or giving of notice (or both) constitute such a default which has a material adverse effect on the ability of the Developer to perform its obligations under this Agreement.

(i) Tax Matters. The Developer will pay when due all generally applicable Federal, state, local and foreign taxes legally imposed upon or assessed against property it owns and income it generates. The Developer will have the right to contest such taxes in accordance with Law. No governmental body has asserted any deficiency in the payment of any tax or informed the Developer that such governmental body intends to assert any such deficiency or to audit or investigate the Developer for the purpose of determining whether such a deficiency should be asserted against the Developer.

(j) Principal Office. The address of the principal place of business of the Developer is ~~112B, North Cross Road~~ 1209 E. King Avenue, Kingsland, Georgia 31548.

(k) Licenses and Permits. The Developer possesses or will obtain when needed, and will at all times possess, all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business with respect to the EPIC Adventures Resort Project substantially as now conducted or as it is intended to be conducted with respect to the EPIC Adventures Resort Project, without known conflict with any rights of others.

(l) Location of EPIC Adventures Resort Project. The location of the EPIC Adventures Resort Project includes the entire Kingsland TAD.

(m) Utilities. All utility services necessary and sufficient for the construction and operation of any Component shall be obtained when needed by the Developer, and will at all times be, available through dedicated public rights of way or through perpetual private easements.

(n) Rights of Way. The public rights of way for all roads necessary for the full utilization of any Project Component for its intended purposes, including curb cuts, driveways and traffic signals, shall be shown on the Plans for any Project Component and shall have been fully approved by the appropriate governmental bodies prior to any construction of such Project Component. Any public rights of way which are intended to be dedicated to public use upon Completion of construction shall be designed as such and constructed to specifications required of the appropriate governmental body which will accept such right of way.

(o) Plans. The Developer shall furnish the City with true and complete sets of the Plans for the EPIC Adventures Resort Project, as well as updated plans from time to time as they evolve. The Plans so furnished to the City shall comply with all applicable governmental requirements, all Project Approvals, and all restrictions, covenants and easements affecting such Project Component, and the Plans for each Project Component shall be approved by such governmental body as is required for construction of that Project Component.

(p) Survey. To the best of the knowledge of the Developer, any survey for the EPIC Adventures Resort Project or any Project Component or portion thereof delivered or to be delivered to the City by the Developer does or will not fail to reflect any material matter of survey affecting the EPIC Adventures Resort Project, or a Project Component portion or title thereto.

(q) Liens. Other than as disclosed in writing to the City, there are no material encumbrances on the Site.

(r) Construction Schedule. The construction schedule of the EPIC Adventures Resort Project accurately reflects the currently estimated schedule for construction of each Project Component of the EPIC Adventures Resort Project. See Exhibit C for Construction Schedules.

(s) Budget. The budget of the EPIC Adventures Resort Project accurately reflects the currently estimated cost range of the components of EPIC Adventures Resort Project as of the Effective Date of this Agreement. See Exhibit D for Budgets.

(t) Conflicts. The Developer shall not permit there to exist or continue, on the part of the Developer or any of its directors, officers, managers, members, owners, agents or employees or any Affiliate (including any person or entity controlling, controlled by or under common control with any of the foregoing) of any of them, any interest which is prohibited by law in any contract, agreement, employment, lease, purchase or sale made or to be made in connection with the Developer or the EPIC Adventures Resort Project, or the Gateway CID or the Kingsland TAD. The City's obligation to perform under this Agreement shall be conditioned upon the City's satisfaction, as determined in its sole discretion, that no conflicts of interest exist in relation to the City and the board of the Gateway CID and the Developer or the EPIC Adventures Resort Project or that any such conflicts which may exist have been managed and/or nullified in a manner allowed by law.

(u) Full Disclosure. To the best of the knowledge of the Developer, all factual statements set forth in the representations and warranties of the Developer in this Agreement or any schedule, exhibit, certificate or document prepared by the Developer pursuant to the provisions of this Agreement are true in all material respects as of the Effective Date and will be true and accurate in all material respects as of the date of issuance and delivery of TAD Financing.

Section 2.3. Representations and Warranties of the Georgia Gateway CID. The Georgia Gateway CID hereby represents and warrants to the City and the Developer, as of the Effective Date and as of the date of any action taken by the City or the Developer pursuant to this Agreement, that:

(a) Organization and Authority of the Georgia Gateway CID. The Georgia Gateway CID is a duly created community improvement district of the State, in good standing and authorized to transact and implement public business and projects in the State. The Georgia Gateway CID has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement (i) has been duly authorized by all necessary action and proceedings by or on behalf of the Georgia Gateway CID and (ii) as of the Effective Date, no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of the Georgia Gateway CID as a condition to the valid execution, delivery, and performance by it of this Agreement. This Agreement, when duly executed and delivered by each Party, will be the valid, binding and enforceable obligation of the Georgia Gateway CID in accordance with its terms, subject to matters and laws affecting creditors' right generally and to general principles of equity.

(c) Organizational Documents. The organizational documents of the Georgia Gateway CID are in full force and effect and have not been modified or supplemented from those submitted to the City, and no fact or circumstance has occurred that, by itself or with the giving of notice of the passage of time or both, would constitute a default thereunder.

(d) Financial Statements. All financial statements to be furnished to the City with respect to the Georgia Gateway CID fairly present the financial condition of the Georgia Gateway CID as of the dates thereof, and all other written information furnished to the City by the Georgia Gateway CID will be accurate, complete and correct in all material respects and will not contain any material misstatement of fact or omit to state any fact necessary to make the statements contained therein not misleading.

(e) Environmental. The Georgia Gateway CID has no knowledge of (i) the presence of any hazardous substances on the Site or the Community Enhancement Component, or of any spills, releases, discharges, or disposal of hazardous substances that have occurred or are presently occurring on the Site or the Community Enhancement Component, or (ii) the presence of any PCB transformers serving or stored on the Site or the Community Enhancement Component, or any portion thereof, and the Georgia Gateway CID has no knowledge of any failure to comply with any applicable Environmental Laws relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any hazardous substances.

(f) Bankruptcy. No Act of Bankruptcy has occurred with respect to the Georgia Gateway CID.

(g) No Litigation. There is no action, suit or proceeding pending or, to the knowledge of the Georgia Gateway CID, threatened against or affecting the Georgia Gateway CID in any court, before any arbitrator or before or by any governmental body which (i) in any manner raises any question affecting the validity or enforceability of this Agreement, (ii) could materially and adversely affect the business, financial position or results of operations of the Georgia Gateway CID, or (iii) could materially and adversely affect the ability of the Georgia Gateway CID to perform its obligations hereunder.

(h) No Undisclosed Liabilities. Neither the Georgia Gateway CID nor the Site is subject to any material liability or obligation, including contingent liabilities, other than loans to finance the Community Enhancement Component. The Georgia Gateway CID is not in default under or in breach of any material contract or agreement, and no event has occurred which, with the passage of time or giving of notice (or both) would constitute such a default which has a material adverse effect on the ability of the Georgia Gateway CID to perform its obligations under this Agreement.

(i) Tax Matters. The Georgia Gateway CID will pay when due all generally applicable Federal, state, local and foreign taxes legally imposed upon or assessed against property it owns and income it generates, such as any federal income tax on any unrelated business income. The Georgia Gateway CID will have the right to contest such taxes in accordance with Law. No governmental body has asserted any deficiency in the payment of any tax or informed the Georgia Gateway CID that such governmental body intends to assert any such deficiency or to audit or investigate the Georgia Gateway CID for the purpose of determining whether such a deficiency should be asserted against the Georgia Gateway CID.

(j) Principal Office. The address of principal place of business of the Georgia Gateway CID is City Hall, P. O. Box 250 / 107 S. Lee Street, Kingsland, Georgia 31548.

(k) Licenses and Permits. The Georgia Gateway CID possesses or will obtain when needed, and will at all times possess, all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business with respect to the Community Enhancement Component substantially as now conducted or as it is intended to be conducted with respect to the Community Enhancement Component, without known conflict with any rights of others.

(l) Location of Community Enhancement Component. The Community Enhancement Component is located entirely within the Georgia Gateway CID. The City shall have no obligations hereunder that are not related to property located within the geographic boundaries of the City, the Kingsland TAD and the Georgia Gateway CID.

(m) Utilities. All utility services necessary and sufficient for the construction and operation of any portion of the Community Enhancement Component shall be obtained when needed by the Georgia Gateway CID, and will at all times be available through dedicated public rights of way or through perpetual private easements.

(n) Rights of Way. The public rights of way for all roads necessary for the full utilization of any Community Enhancement Component for its intended purposes, including curb cuts, driveways and traffic signals, shall be shown on the Plans for any Community Enhancement Component and shall have been fully approved by the appropriate governmental bodies prior to any construction of such Community Enhancement Component. Any public rights of way which are intended to be dedicated to a governmental body upon Completion of construction shall be designed as such and constructed to specifications required of the appropriate governmental body which will accept such right of way. The obligations in this subsection (n) are obligations of the Georgia Gateway CID.

(o) Dedication of Infrastructure. The Georgia Gateway CID agrees to dedicate the following Public Infrastructure to the City to the extent the City is willing to accept it: water system, sanitary sewer system and main roadways. All such dedication will be in accordance with and in a manner consistent with local subdivision construction practices.

(p) Plans. The Georgia Gateway CID shall furnish the City with true and complete sets of the Plans for any Community Enhancement Component for which it proposes to utilize TAD Funds for the payment of Redevelopment Costs of such Community Enhancement Component. The Plans so furnished to the City shall comply with all applicable governmental requirements, all Project Approvals, and all restrictions, covenants and easements affecting such Community Enhancement Component, and the Plans for each Community Enhancement Component shall be approved by the appropriate governmental body as is required for construction of each Community Enhancement Component. The Georgia Gateway CID is required to complete installation of all infrastructure according to the approved Site plan.

(q) Survey. To the best of the knowledge of the Georgia Gateway CID, any survey for the Community Enhancement Project or any Community Enhancement Component or portion thereof delivered or to be delivered to the City by the Georgia Gateway CID does or will not fail to reflect any material matter of survey affecting any portion of the Community Enhancement Component or title thereto.

(r) Liens. Other than as disclosed in writing to the City, there are no material encumbrances on the Site.

(s) Construction Schedule. The construction schedule of the Community Enhancement Component accurately reflects the currently estimated schedule for construction of the Public Infrastructure and Community Facilities. See Exhibit C for Construction Schedules.

(t) Budget. The budget of the Community Enhancement Component accurately reflects the currently estimated cost range of the Public Infrastructure and the Community Facilities as of the effective date of this Agreement. In the event that the City in its sole discretion authorizes any TAD Financing involving debt issued by the Georgia Gateway CID, the Georgia Gateway CID shall not incur any additional debt secured by Tax Allocation Increment without prior review and consent by the City. See Exhibit D for Budgets.

(u) Tax Allocation Increment. The Tax Allocation Increment estimates reflected on Exhibit E are good faith estimates and are not guaranteed by the Georgia Gateway CID.

(v) Conflicts. The Georgia Gateway CID shall not permit there to exist or continue, on the part of the Georgia Gateway CID or any of its board members, officers, agents or employees (including any person or entity controlling, controlled by or under common control with any of the foregoing) of any of them, any interest which is prohibited by law in any contract, agreement, employment, lease, purchase or sale made or to be made in connection with the Developer or the EPIC Adventures Resort Project, or the Gateway CID or the Kingsland TAD. The City's obligation to perform under this Agreement shall be conditioned upon the City's satisfaction, as determined in its sole discretion, that no conflicts of interest exist in relation to the City and the board of the Georgia Gateway CID and the Developer or the EPIC Adventures Resort Project or that any such conflicts which may exist have been managed and/or nullified in a manner allowed by law.

(w) Full Disclosure. To the best of the knowledge of the Georgia Gateway CID, all factual statements set forth in the representations and warranties of the Georgia Gateway CID in this Agreement or any schedule, exhibit, certificate or document prepared by the Georgia Gateway CID pursuant to the provisions of this Agreement are true in all material respects as of the Effective Date and will be true and accurate in all material respects as of the date of issuance and delivery of TAD Financing.

ARTICLE III DEVELOPMENT OF EPIC ADVENTURE RESORT PROJECT AND AND COMMUNITY ENHANCEMENT COMPONENT

Section 3.1. Design. The Georgia Gateway CID will have input to the Developer in the conceptual and final architectural design of the EPIC Adventures Resort Project. The City, in addition to any ability at law to review the permitted design and construction activities in connection with the EPIC Adventures Resort Project, shall have approved the final architectural design and construction drawings and specifications for the EPIC Adventures Resort Project prior to the commencement of any construction; the granting of any such approval shall be in the sole discretion of the City. The City and Georgia Gateway CID will be provided copies upon request of all construction documents and contracts related to building and financing the EPIC Adventures Resort Project, exclusive of personal financial information. The City and the Georgia Gateway CID will have approval rights to any substantial changes to a Project Component from what is currently conceptualized, not to be unreasonably withheld. Similarly, the Developer will have input in the conceptual and final architectural design of the Community Facilities and Public Infrastructure, with access to all construction documents and contracts related to financing the Community Enhancement Component.

Section 3.2. Construction. The Parties agree that the EPIC Adventures Resort Project will be developed by the Developer. The Georgia Gateway CID will develop the Public Infrastructure and the Community Facilities pursuant to a construction agreement with a contractor selected in compliance with the Georgia Local Government Public Works Construction Law. The Developer shall determine the General Contractor for the EPIC

Adventures Resort Project. The Georgia Gateway CID shall determine and select the General Contractor for the Community Enhancement Component. The City at its option shall be represented on the contractor selection committee for construction work for the Georgia Gateway CID. At the option of the Georgia Gateway CID, the Developer may be represented on such contractor selection committee. Subject to Force Majeure, the EPIC Adventures Resort Project and Community Enhancement Component will be developed and constructed in substantial compliance with the descriptions of and scheduled time frames for each, as provided to the City. The City acknowledges that during the term of this Agreement, (a) modifications to the EPIC Adventures Resort Project, the Community Enhancement Component and their respective descriptions, construction schedules and budgets as contemplated on the Effective Date may occur in the sole discretion of the Developer and the Georgia Gateway CID, as appropriate, and (b) the Developer and the Georgia Gateway CID shall advise the City of any modification which would be a Material Modification. To the extent that any such modification is a Material Modification, the Developer or Georgia Gateway CID will comply with Material Modifications procedures set forth within this Agreement. The Developer and Georgia Gateway CID will have approval rights to any substantial changes to the Community Facilities and Public Infrastructure from what is currently conceptualized, not to be unreasonably withheld.

Section 3.3. Material Modifications. If the Developer or Georgia Gateway CID proposes to make a Material Modification to the EPIC Adventures Resort Project or Community Enhancement Component, as applicable, for which such development seeks or receives TAD Funds, the Developer or Georgia Gateway CID, as appropriate, shall submit proposed modifications to the City in writing for review in accordance with standard procedures for modifying plans or re-permitting commercial developments. Responsibility for determining whether such Material Modifications should impact the amount of TAD Financing secured for the project shall be determined by the City.

ARTICLE IV FINANCING OF PUBLIC INFRASTRUCTURE, COMMUNITY FACILITIES AND EPIC ADVENTURES RESORT PROJECT

Section 4.1. Acquisition of the Site. The Developer has rights to purchase the Site, upon a portion of which the Developer will construct the EPIC Adventures Resort Project. The Developer will exercise its rights to own the Site (such transaction being referred to as the “Sale”) this calendar year and shortly thereafter sell in fee simple to the Georgia Gateway CID that portion of the Site upon which the Public Infrastructure and Community Facilities will be developed (such transaction being referred to as the “Resale”). The purchase price of the Resale of the Site from the Developer to be paid by the Georgia Gateway CID shall not exceed the price per acre basis paid for the Site by the Developer at the time of the Sale, as documented to the reasonable satisfaction of both the City and the Georgia Gateway CID. No change in such purchase price provision shall be made except with subsequent, specific approval of the City and unless any such change is in compliance with all Constitutional and other legal requirements. The Georgia Gateway CID agrees to take financial responsibility for clearing and necessary remediation of its portion of the Site after the Resale. The timing of Site preparation will be agreed upon by the Developer and the Georgia Gateway CID. The Parties agree that, should physical construction on the EPIC Adventures Resort Project not begin by **December 31, 2016**,

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either the City or the Georgia Gateway CID may terminate this Agreement and the Georgia Gateway CID and City may evaluate other opportunities for the use of the portion of the Site owned by the Georgia Gateway CID, including listing it for sale for use by a new owner.

Section 4.2. Financing of the Community Enhancement Component. The Parties acknowledge that the City may, in its sole discretion, approve the financing of the Community Enhancement Component under one or more of the alternatives as set forth below. None of the financing alternatives set forth below may be pursued without the further approval of the City by formal action at a public meeting subsequent to the approval by the City of this Agreement.

(a) Bond Financing – Option I. The Georgia Gateway CID has retained Stifel, Nickolaus & Company Incorporated as its bond underwriter and placement agent. This option contemplates that revenue bond proceeds will finance the costs of the Community Enhancement Component in the amount of \$42,500,000. The City shall have the right to select and approve all participants for any bond issuance(s), including underwriters and bond counsel. The City approves the choice of Stifel, Nickolaus & Company Incorporated as bond underwriter and placement agent.

(i) USDA Loan Alternative. The Georgia Gateway CID obtained a letter of eligibility dated October 23, 2013 from the United States Department of Agriculture (“USDA”) for a non-recourse community facilities loan. Upon approval of this loan and approval of the City, the Georgia Gateway CID will initiate an application for a USDA loan in the approximate amount of Fifty-Four Million Three Hundred Thousand Dollars (\$54,300,000). This loan would replace Bond Financing – Option I described above, providing additional funds for expansion of the Community Enhancement Component.

(b) GEFA Loans. The Georgia Gateway CID has applied to and been conditionally approved by the Georgia Environmental Finance Authority (“GEFA”) for two infrastructure loans: (i) for a master storm water system and sanitary sewer system in the approximate amount of Thirteen Million Nine Hundred Fifty Thousand Dollars (\$13,950,000) and (ii) for a water system in the approximate amount of Nine Hundred Fifty Thousand Dollars (\$950,000), which will support the infrastructure needs of the Community Enhancement Component and the EPIC Adventures Resort Project. This option is subject to the approval of the City. If so approved, then subject to the Georgia Local Government Public Works Construction Law and provisions regarding construction set forth above, the Georgia Gateway CID will contract with one or more contractors for the construction of the Public Infrastructure. Funds designated for the Public Infrastructure will be administered by the Georgia Gateway CID and held in an account separate and apart from funds designated for the EPIC Adventures Resort Project.

(c) Bond Financing – Option II. The Georgia Gateway CID will also have Stifel, Nickolaus & Company, Incorporated explore an issuance of revenue bonds to be issued by the Georgia Gateway CID to generate funds to finance the costs of the Community Enhancement Component in the amount of \$39,700,000. This option is subject to the approval of the City. The City shall have the right to select and approve all participants for any bond issuance(s),

including underwriters and bond counsel. The City approves the choice of Stifel, Nickolaus & Company Incorporated as bond underwriter and placement agent.

The City agrees to cooperate in the implementation of an equity transaction(s) to provide senior and/or subordinate financing for the Community Enhancement Component. See Exhibit F for Sources and Uses of Funds.

Section 4.3. Financing of EPIC Adventures Resort Project. The Parties acknowledge that the Developer contemplates that the EPIC Adventures Resort Project shall be financed substantially as set forth below:

(a) Equity from the Developer. The Developer will contribute a total of no less than Ten Million Dollars (\$10,000,000) in equity at the time of closing of the construction loan. The Developer agrees to spend a minimum of Two Million Dollars (\$2,000,000) in cash equity on pre-development and pre-construction costs, including, but not limited to, legal fees, consulting fees, feasibility study fees, AIA fees and other direct budgeted costs of the EPIC Adventures Resort Project. All expenditures of the Developer, documented to the reasonable satisfaction of the City, prior to closing of the construction loan shall be credited against the minimum developer equity.

(b) Bridge Loan. Upon approval of this Agreement by all Parties and executed land contracts from the Georgia Gateway CID, the Developer will be able to seek a bridge loan and qualify for funding pre-development, pre-construction and design costs, including costs of completion of required environmental studies. A portion of this loan will be used to Advance costs of these same activities for the Georgia Gateway CID.

(c) Construction to Permanent Loan. The Developer will seek a construction loan that converts to permanent in the amount of One Hundred Forty-Four Million Dollars (\$144,000,000). Based on discussions with prospective Lenders to date, the Developer will be able to actively negotiate loan terms and conditions upon the approval of this Agreement.

(i) Construction Loan Guarantee. The Developer has received a commitment from its General Contractor to provide a parent corporate guarantee in an amount up to Two Hundred Fifty Million Dollars (\$250,000,000). The Parties hereby acknowledge that all construction loan proceeds of a private loan (not a TAD Financing) to be applied to the construction of the EPIC Adventures Resort Project will be administered by a construction agent identified by the Lender.

(ii) New Markets Tax Credits. The EPIC Adventures Resort Project may be qualified to be a recipient of New Markets Tax Credits, though no representation of such qualification is made by the City or the Georgia Gateway CID. The Developer is currently seeking an allocation of these credits. If successful, the Developer hereby pledges any net proceeds of a New Markets Tax Credit financing as additional equity investment in the EPIC Adventures Resort Project.

(iii) Upon approval of this Agreement, the Developer will also be negotiating with private equity organizations for an equity investment in the EPIC Adventures Resort Project.

(d) Bond Financing. The Developer has retained Stifel, Nickolaus & Company, Incorporated as its bond underwriter and placement agent. The total amount of bond funding for the EPIC Adventures Resort Project is projected to be Eight Million Dollars (\$8,000,000) and anticipated to be available at the time of closing of the construction loan for the EPIC Adventures Resort Project. The City shall have the right, in its sole discretion, to approve or disapprove any such issuance of bonds. The City shall have the right to select and approve all team participants for any bond issuance(s), including underwriters and bond counsel. The City approves the choice of Stifel, Nickolaus & Company Incorporated as bond underwriter and placement agent.

(e) EB5 Transaction. Southern State Regional Center (www.ssrcusa.com) has issued a commitment letter to invest Ninety Million Dollars (\$90,000,000) in equity in the EPIC Adventures Resort Project. These funds will be raised in two tranches. The first tranche is projected to be completed and available at the time of the closing of the construction loan. The second tranche is planned to fund at the completion of construction and time of closing of the permanent loan.

The Developer reserves and requires the right, subject to all rights of the City provided herein, to modify the composition, terms and types of or any other modifications to the capital stack if such changes become necessary for the completion of the EPIC Adventures Resort Project. See Exhibit F for Sources and Uses of Funds. Any provision hereof to the contrary notwithstanding, all Exhibits to this Agreement are for information purposes only and do not create any obligation or liability on the part of the City.

Section 4.4. TAD Financing.

(a) In General. Regardless of the financing terms negotiated between (i) the Developer or the Georgia Gateway CID and a Lender or (ii) the City or other issuer of bonds and bond investors, but subject to all provisions of law (including, without limitation, the Redevelopment Powers Law) and this Agreement, this Agreement shall remain in full force and effect for a period co-terminus with the Kingsland TAD, during which time the City shall maintain the TAD Special Fund, collect Tax Allocation Increment and provide for the distribution of Tax Allocation Increment approved by the City, as applicable, based on the terms and conditions of this Agreement.

(b) Specific Types. The Parties acknowledge that the following means are acceptable to the City in its discretion, to assist in funding the Community Enhancement Component using Tax Allocation Increment, recognizing that as of the Effective Date, the City intends to limit such assistance to the Community Enhancement Component. If approved by the City, such means may be either:

(i) tax allocation bonds secured by a pledge of real ad valorem and personal property tax increment in the event the City by separate action and in

its sole discretion should determine to issue tax allocation bonds in support of the Redevelopment Plan;

(ii) debt incurred or issued by the Georgia Gateway CID (or other appropriate governmental entity for the issuance of bonds) in the event that the City in a separate action and in its sole discretion should determine to enter into a written intergovernmental contract with the Georgia Gateway CID or other issuer whereby the City agrees to pay over Tax Allocation Increment to be used by such issuer to wholly or partially pay its debt service; or

(iii) disbursement of net proceeds of Tax Allocation Increment from the TAD Special Fund, as and if received, to pay Redevelopment Costs, pay debt service on loans taken to pay Redevelopment Costs or reimburse Advances on a “pay-as-you-go” basis, as approved by the City in its discretion.

(c) Limitations. Any provision of this Agreement to the contrary notwithstanding, Tax Allocation Increment shall only be used as provided in this section, except to pay Kingsland TAD-related costs of the City.

(d) City Obligations Limited. The City shall have no obligation to incur, guaranty or devote (except as expressly provided above regarding the use of Tax Allocation Increment) any revenues or assets of the City to any TAD Financing or the Community Enhancement Component. Rather, the Developer and the Georgia Gateway CID, as applicable, shall indemnify, hold harmless and defend the City and its officials and employees from and against any and all losses, liabilities or claims relating to this Agreement or the EPIC Adventures Resort Project and Community Enhancement Component (except for the use of Tax Allocation Increment as expressly provided for above).

(e) Financing Team. The City shall have the right to appoint, or approve the selection of, the financing team, including without limitation, the underwriter or placement agent, counsel to such underwriter or placement agent, bond counsel, issuer’s counsel, the trustee and trustee’s counsel. The City approves the choice of Stifel, Nickolaus & Company Incorporated as bond underwriter and placement agent.

ARTICLE V OTHER INCENTIVES

Section 5.1. LOST Support of Development of EPIC Adventures Resort Project. Subject to approval of a pending tourism attraction project application with the State Department of Community Affairs for the EPIC Adventures Resort Project to receive LOST reimbursement, the City will consider subsequent to the effective date of this Agreement and in its sole discretion, committing to the EPIC Adventures Resort Project the City’s portion of LOST generated within the boundaries of the Kingsland TAD, less any amounts designated for educational purposes and any special purpose local option sales tax, and subject to any existing LOST distribution agreement to which the City is a party. The terms and duration of this commitment will match the State’s commitment.

ARTICLE VI ROLES AND RESPONSIBILITIES

Section 6.1. Cooperation. The Parties shall work cooperatively and in the best interests of the Community Enhancement Component, including cooperating in making all those decisions which affect the exterior elevations of the Project as well as the site and infrastructure improvements relating thereto, as mutual agreement of the parties shall be required as to such issues. The Parties hereby acknowledge their respective completed tasks (noted in text below) and agree that each has the duty to perform the following enumerated tasks with respect to the Community Enhancement Component, as applicable:

- (a) The City shall (to the extent, if any, that it has not already done so:
 - (i) Identify the boundaries of the Redevelopment Area;
 - (ii) Approve the Redevelopment Plan;
 - (iii) Create the Kingsland TAD; and
 - (iv) Determine the redevelopment agency for the Kingsland TAD
- (b) The Developer shall:
 - (i) Work with the appropriate parties to help put together the Redevelopment Plan for the Kingsland TAD for the approval of the local authorities;
 - (ii) Work with the City to secure approval of the Redevelopment Plan by the local authorities;
 - (iii) Acquire the Site from third-party landowner;
 - (iv) Develop the Project Components of the EPIC Adventures Resort Project, including preconstruction matters, such as architecture, engineering and other project development consulting;
 - (v) On behalf of the Georgia Gateway CID for a fee, develop the Public Infrastructure and the Community Facilities, including preconstruction matters, such as architecture, engineering and other project development consulting;
 - (vi) Lead the effort to formally request and secure the participation of the County and the School Board in the Kingsland TAD, with the full cooperation of the City and the Georgia Gateway CID;

(vii) Provide at least Two Million Dollars (\$2,000,000) in equity for the development and construction of the EPIC Adventures Resort Project;

(viii) Formally engage ~~Epic Resorts Group~~ qualified project manager, LLC as project manager for the development of the EPIC Adventures Resort Project;

(ix) Hire locally for the construction, development and operation of the EPIC Adventures Resort Project, when possible;

(x) Lead efforts, with the cooperation of the City and the Georgia Gateway CID, in pursuit of economic development incentives for the EPIC Adventures Resort Project and the Community Enhancement Component identified in Article V of this Agreement as well as seek Kingsland TAD-related portions of LOST allocated to the County, City of St. Mary's, Georgia and City of Woodbine, Georgia;

(xi) Support the efforts of the State in passage modifications to Georgia Tourism Development Law and participate in determining implementation mechanics;

(xii) Beginning in third calendar year after the issuance of the Completion Occupancy Certificate, the Developer shall provide funds each year in equal payments for ten (10) years towards City's annual debt service on \$600,000 for the City to acquire one (1) fire truck (specifications per fire department);

(xiii) Beginning in third calendar year after the issuance of the Completion Occupancy Certificate, the Developer shall purchase and donate or provide funds for the City to acquire one (1) fully equipped police car (specifications per police department up to \$42,000 per vehicle) each year for ten (10) years throughout the term of this Agreement by no later than December 1st of each such year; and

(xiv) Perform any other task complimentary to activities already being performed, which additional performance will not be unreasonably withheld.

(c) The Georgia Gateway CID shall:

- (i) Establish Bylaws and a Board of Directors;
- (ii) Apply for and pursue infrastructure loans from GEFA;
- (iii) Apply for and pursue a community facilities loan from the USDA;

(iv) Acquire and take title to a portion of the Site for the Community Enhancement Component from the Developer;

(v) Cooperate with the Developer and the City to formally request and secure the participation of the County and the School Board in the Kingsland TAD;

(vi) Subject to the requirements of the Georgia Local Government Public Works Construction Law and the express provisions of this Agreement, formally engage the Developer and ~~EPIC Resorts Group, LLC~~ qualified project manager as project managers for the development of the Public Infrastructure and Community Facilities;

(vii) Subject to the requirements of the Georgia Local Government Public Works Construction Law and the express provisions of this Agreement, solicit a General Contractor for the Community Enhancement Component; and

(viii) Subject to the requirements of the Georgia Local Government Public Works Construction Law and the express provisions of this Agreement, engage a General Contractor for the Community Enhancement Component.

ARTICLE VII SPECIAL COVENANTS

Section 7.1. Legal Matters. The City shall have the right to periodically inquire, in writing, about the existence of any matters or legal proceedings which may result in any adverse change in (a) the financial condition of the Developer or the Georgia Gateway CID, or (b) the operation of the EPIC Adventures Resort Project or the Community Enhancement Component. The Developer and the Georgia Gateway CID hereby agree to respond to any such inquiry from the City, in writing within thirty (30) days of receipt, to divulge to the City any matter that the City reasonably considers to adversely affect the EPIC Adventures Resort Project or Community Enhancement Component, as applicable. In any event, the Developer and the Georgia Gateway CID shall provide audited financial statements within six (6) months following the end of their respective calendar years. The Developer shall provide a written report detailing all operating revenues, expenses and net worth of the EPIC Adventures Resort Project annually with its audited financial statements, to the extent such financial statements do not detail such items.

Section 7.2. Performance. The City, the Developer and the Georgia Gateway will perform all acts to be performed by it hereunder and will refrain from taking or omitting to take any action that would violate their respective representations and warranties hereunder or render them inaccurate as of the Effective Date or dates of subsequent transactions or that in any way would prevent the consummation of the transaction contemplated herein in accordance with the terms and conditions of this Agreement.

Section 7.3. Compliance with Documents. The City, the Developer and the Georgia Gateway CID agree to comply with all obligations and covenants they make in this Agreement and in the Transaction Documents, including their obligations and covenants, as applicable, in any loan documents pursuant to which amounts are loaned or otherwise made available to finance the construction of the EPIC Adventures Resort Project or the Community Enhancement Component.

Section 7.4. Further Assurances and Supplemental Instruments. The City, the Developer and the Georgia Gateway CID agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments to this Agreement and such further instruments as may reasonably be required by this Agreement, subject to the right of the City or the Georgia Gateway CID as set forth herein to subsequently exercise discretion relating to any such subsequent action.

Section 7.5. Support of Future Improvements. The City, the Developer and the Georgia Gateway CID hereby agree that the future success of the EPIC Adventures Resort Project and the Community Enhancement Component, including their ability to draw adequate attendance and sales to maintain property values and to repay TAD Financing, will depend in part on making supportive “outside the gate” improvements to highways, streetscapes and other public infrastructure and the redevelopment of the Kingsland Exit 3 Commercial Corridor. Upon commencement of construction of the EPIC Adventures Resort Project and the Community Enhancement Component, the City will consider supportive actions to encourage public and private investment in the Kingsland Exit 3 Commercial Corridor, and will consider possible funding of such actions by incremental increases in revenue of the City that are the result of the existence of the EPIC Adventure Resort Project and the Community Enhancement Component. Such actions may include but not be limited to supporting the creation of a second tax allocation district and/or community improvement district to encourage redevelopment, targeting future special sales tax proceeds for public improvements to the corridor, considering supportive amendments to the City zoning ordinance and/or comprehensive plan and/or similar actions. This City, the Developer and the Georgia Gateway CID recognize that this provision cannot bind future City Councils to vote to undertake actions which are not directly specified in the Agreement. The purpose of this section is to memorialize the City’s policy to support future redevelopment and enhancement of the Kingsland Exit 3 Commercial Corridor, which in no way obligates the City to take any particular official action or incur any particular obligations or liabilities and in no way restricts the City from changing its policies.

Section 7.6. Access to the Site. The Developer and the Georgia Gateway CID will permit the City and Persons designated by the City to access the EPIC Adventures Resort Project and the Community Enhancement Component, respectively, and will discuss their progress and status, as applicable, with such Persons in as much detail and at such times as the City may reasonably request. All such access will be during normal business hours and in a manner that will not unreasonably interfere with pre-development and construction activities and business operations in general. The City must be accompanied by a representative of the Developer or Georgia Gateway CID, as applicable, during and Site access contemplated by this section.:-

Section 7.7. Records and Accounts. The Developer and the Georgia Gateway CID will keep true and accurate records and books of account with respect to itself and the EPIC Adventures Resort Project and the Community Enhancement Component, as appropriate, in which full, true and correct entries will be made on a consistent basis, in accordance with generally accepted accounting principles. The City shall have the right to periodically inquire, in writing, about the existence of any accounting matters which may result in any adverse change in the financial condition or operation of the Developer and the Georgia Gateway CID or the EPIC Adventures Resort Project and Community Enhancement Component. In accordance with Generally Accepted Government Auditing Standards (GAGAS), upon initiation of public project construction, the Georgia Gateway CID will have an annual audit conducted by an independent auditor. The Georgia Gateway CID will be responsible for all audit fees related to auditing the Georgia Gateway CID. The Georgia Gateway CID will produce its own comprehensive annual financial report in accordance with generally accepted accounting principles (GAAP).

Section 7.8. City Financial Obligations Limited. The Parties hereby acknowledge that the City shall have no additional financial obligations whatsoever related to (a) this Agreement; (b) the EPIC Adventures Resort Project or the Community Enhancement Component; or (c) other documents, agreements or promises related to the EPIC Adventures Resort Project or the Community Enhancement Component, other than the obligations of the City set forth in the Agreement. The City will not guarantee any tax allocation bonds, notes and/or any debt instruments.

Section 7.9 Compensation for Increased School Board Operating Costs. In connection with the efforts contemplated herein to obtain consents by the School Board to the inclusion of their increments in the Tax Allocation Increment, the Parties acknowledge that it may be necessary for the City to enter into an Intergovernmental Agreement with the School Board addressing the consent of the School Board to participate in the Kingsland TAD. The Developer and the Georgia Gateway CID shall supply a payment in lieu of taxes (the "PILOT Payment") to be used as compensation outlined in any Intergovernmental Agreement between the City and the School Board on an annual basis, which amount would be paid to compensate the School Board for potential student enrollment increases which may be directly attributable to the increase in residents of the County engaged in the construction and/or operation of new businesses located within the Kingsland TAD. The PILOT Payment shall apply only if the School Board consents to participate in the Kingsland TAD and such compensation is required by the School Board.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Term of Agreement. This Agreement will commence on the Effective Date and will expire contemporaneously with the expiration of the Kingsland TAD, subject to Sections 4.1 and 4.4(a), above.

Section 8.2. Additional Terms of this Agreement. The following are various miscellaneous operative provisions of this Agreement:

(a) Notices. Any notice sent under this Agreement (except as otherwise expressly required) must be written and mailed or sent by overnight courier or personally delivered to the officer or manager of the receiving party, as noted below:

If to the Developer:

Epic ~~Adventures Resort~~Destinations-I, LLC
~~112B North Cross Road~~12209 E. King Avenue
 Kingsland, Georgia 31548
 Attention: ~~Michael Elzufon, Managing Member~~William H. Gross
 Email: ~~melzufon@epicresortsgroup.com~~whgross@whgross.com
 Facsimile: (912) ~~673-1575~~729-1325

~~Epic Resorts Group, LLC
 112B North Cross Road
 Kingsland, Georgia 31548
 Attention: Thor Degelmann
 — President & Chief Operations Officer
 Email: tdegelmann@epicresortsgroup.com
 Facsimile: (912) 673-1575
 With copy to:
 Michael Elzufon
 17269 80th Place
 Maple Grove, Minnesota 55311
 Email: melzufon@me.com~~

With copy to:
~~Taylor English Duma LLP
 1600 Parkwood Circle, Suite 400
 Atlanta, Georgia 30339
 Attention: Veronica C. Burroughs, Esq.
 Email: vburroughs@taylorenghish.com
 Facsimile: (770) 434-7376~~Kevin Yackel
 Kevin Yackel
 202 Arnow Drive
 P.O. Box 5070
 St. Marys, Georgia 31558

If to the Georgia Gateway CID:

Georgia Gateway CID
 City Hall, P. O. Box 250 / 107 S. Lee Street, Kingsland, Georgia 31548
 Attention: Randy Cardoza, Chairman
 Email: randycardoza44@gmail.com
 Facsimile: (912) 673-1575

Formatted: Justified, Level 2, Indent: 0.5"

~~Facsimile: (912) 673-1575~~

Fax: (912) 576-1718

Facsimile: (912) 729-7618

Facsimile: (912) 729-7618

Facsimile: (912) 265-1312

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(b) Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the Parties to this Agreement. No course of dealing on the part of any Party to this Agreement, nor any failure or delay by any Party to this Agreement with respect to exercising any right, power or privilege hereunder will operate as a waiver thereof.

(c) Invalidity. In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

(d) Successors and Assigns. Neither the Developer or the Georgia Gateway CID may assign this Agreement or any of its rights hereunder or any interest herein without the prior written consent of the City, which consent may not be unreasonably withheld, conditioned or delayed; except that the Developer and the Georgia Gateway CID may, without the prior consent of the City, assign this Agreement and all or any portion of its rights hereunder and interests herein, to any Affiliate of it or to any entity controlled by or under common control with it that has assets of a value at least equal to that of the Developer or the Georgia Gateway CID, as applicable, at the time of the assignment. The Developer or the Georgia Gateway CID will provide written notice to the City of any such assignment. Upon any such assignment of the obligations of the Developer or the Georgia Gateway CID hereunder, even if so approved by the City, the Developer or the Georgia Gateway CID, as applicable, shall not be deemed released from their respective obligations. Notwithstanding the above, the Developer or the Georgia Gateway CID may collaterally assign this Agreement and its rights hereunder and interest herein, without the consent of the City, to a Lender to secure any acquisition, development or construction loan for the EPIC Adventures Resort Project or the Community Enhancement Component, as applicable.

(e) Titles of Articles and Sections; Exhibits. The exhibits attached to this Agreement are incorporated herein and considered part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement will prevail. All titles or headings are only for the convenience of the Parties and may not be construed to have any effect or meaning of any provision of this Agreement. Any reference herein to a section or subsection will be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference to an exhibit will be considered a reference to the applicable exhibit attached to this Agreement unless otherwise stated.

(f) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. Any provision hereof to the contrary notwithstanding, all agreements contained herein on the part of the City and the Georgia Gateway CID are subject to such rights, duties and obligations that they may have as public bodies which cannot legally be subject of a contract with a private person or entity.

(g) Entire Agreement. This Agreement represents the entire agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

(h) Additional Actions. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent, subject to the right of the City or the Georgia Gateway CID as set forth herein to subsequently exercise discretion relating to any such subsequent action.

(i) Facsimile and Email Signatures. Signatures to this Agreement transmitted by telecopy or email shall be valid and effective to bind the party so signing. Each Party agrees to promptly deliver an execution original to this Agreement with its actual signature to the other, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own telecopied or emailed signature and shall accept the telecopied or emailed signature of the other parties to this Agreement.

(j) Counterparts. This Agreement may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all of the parties to the Agreement.

(k) No Partnership or Agency. No partnership or agency relationship between or among the Parties shall be created as a result of this Agreement.

(l) No Personal Liability of Party Representatives. No official, member, manager, director, officer, agent, or employee of the Parties shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such Party. Without limitation, and without implication to the contrary, all Parties to this Agreement waive and release any and all claims against each such official, member, manager, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such entity into this Agreement.

(m) Payment of City's Cost for Compliance. The Developer shall pay such amounts as may be reasonably required from time to time by the City to allow the City's continued compliance with the law under the performance of any of its obligations under this Agreement, including but not limited to, the City's attorney's fees, consulting fees, and outside engineering fees.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date and year first written above.

EPIC ADVENTURES RESORT I, LLC

By: _____
William H. Gross~~Michael Elzufon~~
 Managing Member

GEORGIA GATEWAY COMMUNITY IMPROVEMENT DISTRICT

By: _____
 Randy Cardoza
 Chairman

Attest:

By: _____
 Jeremy Mackey
 Secretary

THE CITY OF KINGSLAND, GEORGIA

By: _____
 Hon. Kenneth E. Smith, Sr.
 Mayor

Attest:

By: _____
 Linda M. O'Shaughnessy
 City Clerk

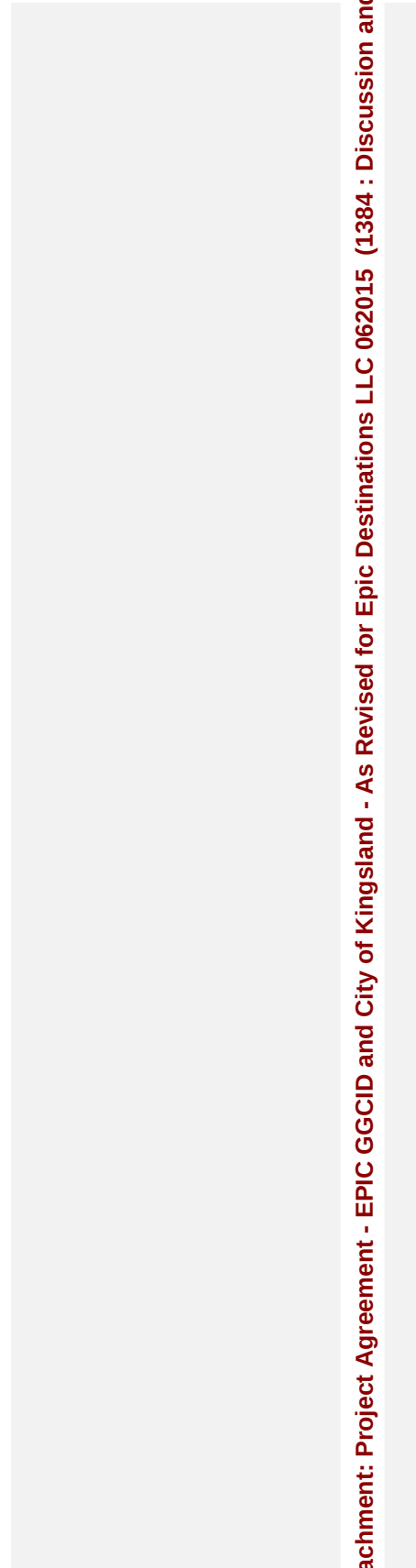
EXHIBITS

A	Economic Development Benefits of the EPIC Adventures Resort Project and the Community Enhancement Component
B	Location and Conceptual Site Plan
C	Development Schedules
D	Budgets
E	Projection of Tax Allocation Increment
F	Sources and Uses of Funds

**EXHIBIT A
ECONOMIC DEVELOPMENT BENEFITS
OF THE KINGSLAND TAD**

Attachment: Project Agreement - EPIC GGCID and City of Kingsland - As Revised for Epic Destinations LLC 062015 (1384 : Discussion and

EXHIBIT B
LOCATION AND CONCEPTUAL SITE PLAN

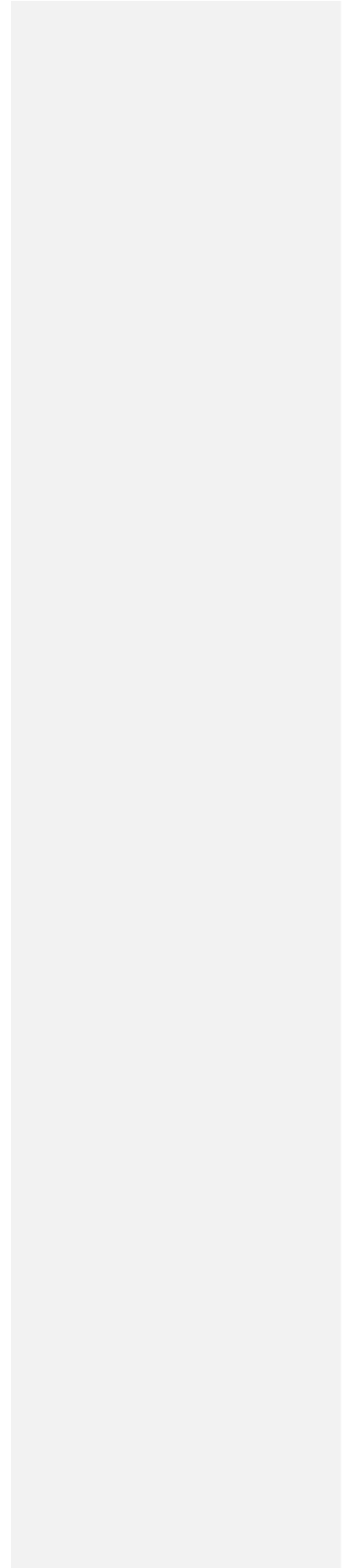


Attachment: Project Agreement - EPIC GGCID and City of Kingsland - As Revised for Epic Destinations LLC 062015 (1384 : Discussion and

EXHIBIT C
DEVELOPMENT SCHEDULES

Attachment: Project Agreement - EPIC GGCID and City of Kingsland - As Revised for Epic Destinations LLC 062015 (1384 : Discussion and

EXHIBIT D
BUDGETS

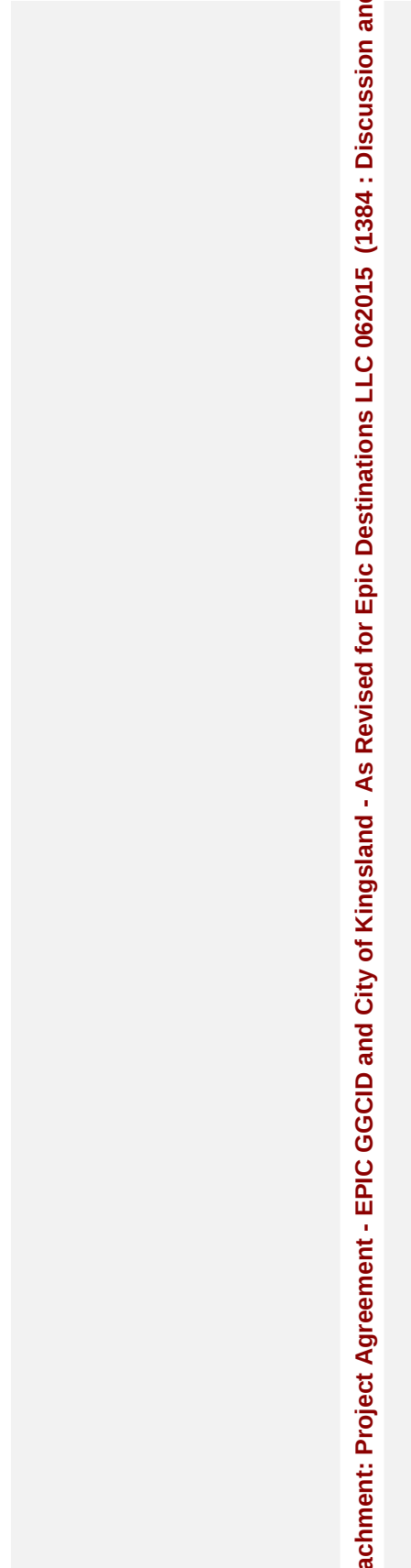


Attachment: Project Agreement - EPIC GGCID and City of Kingsland - As Revised for Epic Destinations LLC 062015 (1384 : Discussion and

EXHIBIT E
PROJECTION OF TAX ALLOCATION INCREMENT

Attachment: Project Agreement - EPIC GGCID and City of Kingsland - As Revised for Epic Destinations LLC 062015 (1384 : Discussion and

EXHIBIT F
SOURCES AND USES OF FUNDS



Attachment: Project Agreement - EPIC GGCID and City of Kingsland - As Revised for Epic Destinations LLC 062015 (1384 : Discussion and

Ordinance No. _____

An Ordinance amending the Code of Ordinances of the City of Kingsland, Georgia; by creating Chapter 15, Article III, Section 15-53 relating to synthetic drugs; by creating penalties; providing directions to the codifier; providing a severability clause; providing a repealing clause; and providing an immediate effective date.

WHEREAS, synthetic drugs are commonly marketed for sale to young adults and teenagers as a safe legal alternative to marijuana or other controlled substances and there has been a significant increase in the availability and use of synthetic drugs and substances by adults and teenagers; and

WHEREAS, there are documented health risks, including death, associated with the use of synthetic drugs; and

WHEREAS, the City Council desires to prohibit the possession with intent to sell, display for sale, or manufacture of synthetic drugs in the City of Kingsland;

WHEREAS, at least ten (10) days' notice has been given once by publication in a newspaper of general circulation notifying the public of this proposed ordinance and of a public hearing in the City Hall Council Chambers located on the first floor of City Hall in the City of Kingsland; and

WHEREAS, the public hearing was held pursuant to the notice described above at which hearing the parties in interest and all others had an opportunity to be and were, in fact, heard.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KINGSLAND, GEORGIA:

Chapter 15, Article III Section 15-53. Section 15-53 of the City of Kingsland Code of Ordinances is created to read as follows:

Section 15-53. Synthetic Drugs

(1) Intent.

It is the intent of the City of Kingsland to protect the health, safety, and welfare of the public by prohibiting the possession, sale, and manufacture of synthetic drugs as deemed herein which, when consumed, mimic the effects of narcotics or controlled substances. Due to the dangerous medical and health effects the products prohibited by this article can have on the user of the product, each violation shall be considered a serious threat to the public health, safety, and welfare of the public.

(2) Definitions.

1. Synthetic drug means synthetic chemical, synthetic chemical compound, synthetic cannabinoids, synthetic cathinones, and those substances meeting two or more of the factors described in subsection (c).
2. Synthetic chemical or synthetic chemical compound refers to a chemical or chemical compound whose molecular composition is substantially similar to, or mimics any of those substances listed as controlled substances in O.C.G.A §16-13-71, and whose intended use when introduced into the human body is to mimic the effects of a controlled substance. "Substantially similar" to a controlled substance is described as a "controlled substance analog" in 21 USCS § 802 (32) (A).
3. Synthetic cannabinoids means any herbal, vegetal, or liquid material which has been soaked, sprayed, blended, combined or otherwise enhanced with a synthetic chemical or synthetic chemical compound that enables the herbal, vegetal or liquid material, or the smoke or vapor emitted from its burning, or

vaporization, to mimic or simulate the effects of a controlled substance, tetrahydrocannabinol (THC), when inhaled, ingested, or otherwise introduced into the human body or otherwise affects the function of the human body. Any herbal, vegetal or liquid posted on the packaging for the material and regardless of whether the labeling states that its contents are "not for human consumption," "not for smoking," or other similar statement. The fact that a herbal, vegetal or liquid material, packaged and advertised as a food additive, potpourri, herbal incense, etc., has been soaked, sprayed, blended, combined or otherwise enhanced with a synthetic chemical or synthetic chemical compound which has no legitimate relation to the advertised use of the product may be considered in determining whether the product is considered a synthetic cannabinoid. This term specifically does not include any herbal, vegetal or liquid material containing synthetic chemicals or chemical compounds which: require a prescription; are approved by the United States Food and Drug Administration; and are dispensed in accordance with Georgia and Federal law.

4. Synthetic Cathinones, also known as bath salts, means any granular, crystalline, powdered, pill-encapsulated, stick, or block material form of synthetic chemical or synthetic chemical compound that enables the material, or the smoke or vapor emitted from its burning or vaporization, to mimic or simulate the effects of a narcotic or other controlled substance when inhaled, ingested, injected or otherwise introduced into the human body or otherwise affects the function of the human body. Any material described above shall be considered a synthetic drug regardless of the labeling posted on the packaging for the material and regardless of whether the labeling states that its contents are "not for human consumption," "not for smoking," or contains some other similar statement. This term specifically does not include any legitimate, traditional materials known as bath salts or Epsom salts containing synthetic chemicals or chemical compounds which may:
 - a. require a prescription;
 - b. are dispensed in accordance with Georgia and Federal law.

5. Controlled substance means any substance defined or listed in Schedule I, II, III, IV, or V of O.C.G.A. Chapter 13 Article 2, any analogues, isomers, esters, ethers, salts, and salts of isomers, esters and ethers of such substances.
6. Drug means an article or substance that is intended to affect the structure or any function of the body of humans as defined in O.C.G.A. §16-13-7.
7. Misbranded drug means a drug that violates 21 U.S. Code § 352 including, but not limited, to drugs for which (a) the label is in any way false or misleading; (b) the label does not bear the name and place of business of the manufacturer, re-packer, or distributor of the finished form of the drug; (c) the label does not bear adequate directions for use; or (d) the label does not bear adequate warnings against use.
8. Drug paraphernalia means other than devices to ingest or inject prescription drugs, any object used, intended for use of designed for use in ingesting, inhaling or otherwise introducing illicit drugs or controlled substances into the human body. In determining whether an object is drug paraphernalia, a court may consider any of the factors enumerated in 21 U.S. Code § 863.

(3) Determination of a substance as a synthetic drug.

The following factors, taken in the totality of the circumstances, may be considered in determining whether a product, substance, or other material, should be classified as a synthetic drug. For the purposes of enforcement of this article, the establishment of two or more of these factors shall constitute prima facie evidence that the product is a synthetic drug.

1. Marketing: The substance is advertised to be a product for which it is rarely, if ever, suitable to be used for (such as, but not limited to, incense, potpourri, food additive, therapeutic bath crystals, plant food, insect repellent, communication device screen cleaner, jewelry cleaner, glass cleaner).

2. Sales location: Products, whether displayed or not, but offered or sold in, or through, businesses such as liquor stores, smoke shops, and gas/convenience stores where such products are not typically sold.
3. Labels and packaging:
 - a. Products marketed as common non-consumable products which contain warnings not normally found on such products. The warnings may be similar, but not limited to, "not for human consumption", "not for purchase by minors"; or
 - b. Products containing notices on the package not normally found on similar products such as, but not limited to, "does not contain any chemical compounds prohibited by State law," "contains no prohibited chemicals," "product is in accordance with State and Federal laws." "product is in compliance with 2011-2012 Georgia Senate Bill 370 AP," "does not contain AM 2201 (1-[(5-Fluoropentyl)-1H-indol-3-yl]-(naphthalen-1-yl)methanone) or any DEA banned substance", "legal herbal substance," "aromatherapy only, "legal in 50 States," "100% compliant guaranteed".
 - c. Products whose package labeling or design suggests the user will achieve a "high", euphoria, relaxation, mood enhancement, or that the product has other drug-like effects on the body or otherwise affects the function of the human body.
 - d. Products using brand names and packaging designed to make the product appear similar to illicit street drugs or commonly used street slang for illicit drugs or their effects or employs symbols, terms, or effects of illegal drugs, such as marijuana leaf, blunts, red eyes, or crossed-out eyes.
 - e. Packages are misleading, deceptive or misbranded, including but not limited to:
 - i. the label is in any way false or misleading;
 - ii. the label does not bear the name and place of business of the manufacturer, re-packager, or distributor of the finished form of the drug;
 - iii. the label does not bear adequate directions for use; or

- iv. the label does not bear adequate warnings against use and/or the product contains contradictory warnings/directions for the product's use, which is not consistent for the type of product advertised.
(Example: "For fragrance or aromatherapy only" which requires human inhalation and/or "blueberry flavor, upon packages that also read "not for human consumption" or similar statements.)
4. Price: The price of the product is incongruent with other similar products marketed for legitimate use, such as incense, potpourri, food additive, therapeutic bath crystals, plant food, insect repellant, communication device screen cleaner, jewelry cleaner, glass cleaner.
 5. Similarity to illicit street drugs: Products designed to make the substance appear similar to illicit street drugs (such as, but not limited to, a white powder made to resemble, in color and texture, cocaine, or dried vegetal material resembling marijuana).
 6. Ingredients: A product which is, or has been enhanced with, a synthetic chemical or synthetic chemical compound that has no legitimate relation to the advertised use of the product but mimics the effects of a controlled substance when the product, or the smoke or vapor from the burned or vaporized product, is introduced into the human body.
 7. Verbal or written representations: Verbal or written representations made at the place of sale or display regarding the purpose, methods, use, or effect of the product on the human body.
 8. Co-sale: Offers or suggestions to purchase products such as cigars, pipes, cigarette papers, or e-cigarettes that are used with synthetic drugs and demonstrate intent for human consumption.
 9. Subterfuge: Use of passwords, signs, vouching, or other means to vet purchasers and hiding product from general view or offsite to evade law enforcement as to the product's presence
- (4) Prohibited acts. The following are prohibited within the City:

1. The possession with intent to sell, sale, distribution, production, or manufacture of synthetic drugs.
2. The display for sale, marketing, advertisement or other offer for sale or trade of synthetic drugs in retail stores.
3. Allowing or permitting any person under the age of 18 to enter or remain on the premises of any place of business selling or displaying drug paraphernalia, unless the minor person is accompanied by his or her parent or guardian. Such premises must prominently display a sign posted at the entrance, stating that drug paraphernalia is located within the premises, and prohibiting persons under 18 from entering the establishment without their parent or guardian.

(5) Laboratory analysis.

The City may utilize laboratory analysis or expert testimony (chemistry and/or pharmacology) to test suspected synthetic drugs. Any laboratory analysis of suspected synthetic drug shall be conducted by an ISO certified laboratory, competent to provide expert testimony in a court of law as to the chemical contents of the product.

(6) Enforcement and penalties.

1. Primary responsibility for the enforcement of this article shall be with any law enforcement officer. Any products found to be synthetic drugs possessed in violation of this section may be seized and held by the city as evidence to be used in any further proceeding.
2. This article is administratively enforceable against any person or legal entity. For the purposes of administrative enforcement, law enforcement officers are specifically authorized and designated to enforce this article within the city limits to the extent such authorization/designation is required by law.
3. Each violation shall be considered a separate offense, which can be prosecuted separately. For the purposes of administrative enforcement of this article, each package containing a synthetic drug or misbranded drug shall be considered a separate code violation. In any order finding a violation of this

article, the violator shall be ordered to pay, in addition to the penalty, for any laboratory analysis and expert testimony costs incurred by the City in the enforcement of this article.

4. Nothing contained herein shall prevent the City from taking such other action in law or equity as may be necessary to remedy any violation of, or refusal to comply with, any part of this article including but not limited to:
 - i. Pursuit of injunctive and/or declaratory relief in a court of competent jurisdiction;
 - ii. Initiating an action to recover any and all damages that may result from a violation of, or a refusal to comply with, any part of this section; or
 - iii. Utilizing any other action or enforcement method allowable by law.
5. Civil Penalties.
 - i. Any user who has violated or continues to violate this article shall be liable for a civil penalty of at least \$1,000.00, state law permitting, per violation per day for as long as the violation continues. In addition to the above described penalty, the city may recover reasonable attorney's fees, court costs, and other expenses associated with the enforcement activities, including sampling, laboratory testing, and witness testimonial expenses.
 - ii. The city shall petition the court to impose, assess, and recover such sums. In determining amount of liability, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.
6. Criminal prosecution.
 - i. Any person who willfully or negligently violates any provision of this article shall, upon conviction, be guilty of a misdemeanor, punishable by a fine not to exceed \$1,000.00 per violation per day or imprisonment for not more than one year, or both.

It is the intention of the City Council that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Kingsland, Georgia and that the sections and paragraphs of this ordinance may be renumbered and re-lettered in order to accomplish such intent.

If any word, phrase, clause, paragraph, section, or provision of this ordinance or the application hereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance that can be given effect without the invalid or unconstitutional provision or application, and to this and the provisions of this ordinance are declared severable.

All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict hereby repealed.

This ordinance shall become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2015.

ORDINANCE No. _____

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AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF KINGSLAND, GEORGIA, TO AMEND CODE SECTION CHAPTER 4, ANIMALS; TO PROVIDE FOR ADOPTION OF THE CAMDEN COUNTY ANIMAL CONTROL ORDINANCE ARTICLE 1 SEC. 14-1 THROUGH 14-133, AS AMENDED FROM TIME TO TIME; TO PROVIDE FOR CODIFICATION; AND FOR OTHER PURPOSES.

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, both the City and County find it mutually desirable to enter into an agreement wherein Camden County shall provide Animal Control Services to the City of Kingsland under a separate agreement;

NOW THEREFORE BE IT AND IT IS HEREBY ORDAINED THAT THE KINGSLAND CODE OF ORDINANCES IS AMENDED AS FOLLOWS:

Chapter 4 – ANIMALS, Article II Animal Control, Division I, Sec. 4-26 through 4-30 is hereby repealed; Sec. 4-33 through 4-96 is hereby repealed; the Camden County Animal Control Ordinance, as amended from time to time, is hereby adopted in its entirety.

Chapter 4 - ANIMALS

FOOTNOTE(S):

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Cross reference— Nuisances, Ch. 14; offenses and miscellaneous provisions, Ch. 15.

State Law reference— City's and county's authority to exercise animal control, Ga. Const., art. 9, sec. 2, par. 3(a)(3); livestock running at large or straying, O.C.G.A. § 4-3-1 et seq.; permitting dogs in heat to roam or run free, O.C.G.A. § 4-8-6; Dangerous Dog Control Law, O.C.G.A. § 4-8-20 et seq.; Georgia Animal Protection Act, O.C.G.A. § 4-11-1 et seq.; cruelty to animals, O.C.G.A. § 16-12-4; control of rabies, O.C.G.A. § 31-19-1 et seq.; liability of owner or keeper of vicious or dangerous animal for injuries caused by animal, O.C.G.A. § 51-2-6.

ARTICLE I. - IN GENERAL

Sec. 4-1. - Keeping of livestock or fowl.

- (a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
- (1) Fowl means any domesticated gallinaceous bird.
 - (2) Livestock means swine, sheep, goats, horses, cows and other livestock.
 - (3) Premises means a home, place of business, farm, garden or any other location owned, leased, rented or held by a person within the legal limits of the city.
- (b) Keeping restricted. No person shall have, keep, house, feed or possess any livestock or fowl on any premises within the legal limits of the city, except as provided in section 118 of the land development ordinance.
- (c) Penalty. Any person who shall violate the provisions of this section shall be charged with such violation, upon complaint lodged by any citizen, and tried in mayor's court, and upon being found guilty shall be punished in accordance with provisions of the city Charter.

(Code 1968, §§ 8-1201—8-1203)

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

Secs. 4-2—4-25. - Reserved.

~~ARTICLE II. — ANIMAL CONTROL~~

~~DIVISION 1. — GENERALLY~~

~~Sec. 4-26. — Short title.~~

~~This article shall be known and may be cited as the Kingsland Animal Control Ordinance.~~

~~(Ord. of 10-25-93, § 1)~~

~~Sec. 4-27. — Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Animal means both domestic and wild animals.~~

~~Animal at large means any canine not under the restraint of a person capable of controlling the animal on or off the premises of the owner.~~

~~Animal shelter means any facility operated by a humane society, or municipal agency or its authorized agents, for the purpose of impounding animals under the authority of this article or state law, for care, confinement, return to its owner, adoption or euthanasia.~~

~~Auction means any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this article. This definition does not apply to individual sales of animals by owners.~~

~~Circus means a commercial variety show featuring animal acts for the public entertainment.~~

~~Commercial animal establishment means any pet shop, grooming shop, guard dog auction, riding school or stable, zoological park, circus performing animal exhibition, or boarding or breeding kennel.~~

~~Grooming shop means a commercial establishment where animals are bathed, clipped, plucked or otherwise groomed.~~

~~Humane officer or animal control officer (ACO) means any person designated by the city, a municipal government, or a humane society as a law enforcement officer who is qualified to perform such duties under the laws of this state.~~

~~Kennel or cattery means any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats.~~

~~Owner means any person, partnership or corporation owning, keeping or harboring one or more animals. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more.~~

~~Performing animal exhibition means any spectacle, display, act or event, other than circuses, in which performing animals are used.~~

~~Pet or companion animal means any animal kept for pleasure rather than utility; an animal of a species that has been bred and raised to live in or about the habitation of humans and which is dependent on people for food and shelter.~~

~~Pet shop means any person, partnership or corporation, whether operated separately or in connection with another business enterprise (except for a licensed kennel), that buys, sells or boards any species of animal.~~

~~Public nuisance means any animals that unreasonably annoy humans, endanger the life or health of other animals or persons, or substantially interfere with the rights of citizens, other than their owners, to the enjoyment of life or property. The term "public nuisance animal" shall mean and include, but is not limited to, any animal that is repeatedly found at large, damages the property of anyone other than its owner, molests or intimidates pedestrians or passersby, chases vehicles, excessively makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, or other utterances, causing unreasonable annoyance, disturbance or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored; is offensive or dangerous to the public health, safety or welfare by virtue of the number and/or types of animals maintained; attacks other domestic animals; or has been found by the commission for animal control, after notice to its owner and a hearing, to be a public nuisance animal by virtue of being a menace to the public health, welfare or safety.~~

~~Restraint or restrained animal means any animal secured by a leash or lead under the control of a responsible person and obedient to that person's commands, or within the real property limits of its owner.~~

~~Riding school or stable means any place that has available for hire, boarding and/or riding instruction, any horse, pony, donkey, mule or burro, or any place that regularly buys, sells or trains such animals, including a racetrack, trotting track or rodeo.~~

~~Veterinary hospital means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of disease and injuries of animals.~~

~~Vicious animal means any animal that attacks, bites or injures human beings or domesticated animals without adequate provocation, or which, because of temperament, conditioning or training, has a known propensity to attack, bite or injure human beings or domesticated animals.~~

~~Wild animal means any living member of the animal kingdom, including those born or raised in captivity, except the following: human beings, domestic dogs (excluding hybrids with wolves, coyotes or jackals), domestic cats (excluding hybrids with ocelots or margays), farm animals, rodents, any hybrid animal that is part wild, and captive bred species of common cage birds.~~

~~Zoological park means any facility operated by a person, partnership, corporation or government agency, the other than a pet shop or kennel, displaying or exhibiting one or more species of nondomesticated animals.~~

~~(Ord. of 10-25-93, § 2)~~

~~**Cross reference**—Definitions and rules of construction generally, § 1-2.~~

~~Sec. 4-28. — Animal control commission.~~

~~The animal control commission shall meet at the call of the chairman and do the following:~~

- ~~(1) Recommend to the city council ordinances, rules and regulations concerning the operation of the animal shelter, standards for the collection, care, custody and disposal of animals at large and public nuisance animals, and standards for the maintenance of holding facilities and guard and sentry dogs.~~
- ~~(2) Review the proposed budget of the animal control shelter and make the recommendations to the director of finance in accordance with the city budget procedure.~~
- ~~(3) Upon written complaint, conduct a public hearing to determine if an animal or holding facility is a public nuisance animal or holding facility.~~
- ~~(4) Upon written complaint, to hear and decide revocations of licenses, and revoke any license upon its own motion for violation of this article.~~

~~(Ord. of 10-25-93, § 3)~~

~~Sec. 4-29. — Restraint.~~

- ~~(a) Canines. All canines shall be kept under restraint.~~
- ~~(b) Prevention of public nuisance. No owner shall fail to exercise proper care and control of his animals to prevent them from becoming a public nuisance.~~
- ~~(c) Notice of impoundment. If, by license tag or other means, the owner of an impounded animal can be identified, the animal control officer shall, immediately upon impoundment, attempt to notify the owner by telephone; otherwise, the animal will be placed at the authorized animal shelter.~~
- ~~(d) Reclamation fee. An owner reclaiming an impounded animal shall pay a fee of \$15.00 for spayed or neutered animals and \$30.00 for intact animals, plus \$10.00 for each day the animal was impounded.~~
- ~~(e) Proof of inoculation. In addition to the \$15.00/\$30.00 reclamation fee and \$10.00 daily fee, any person reclaiming an animal must supply appropriate proof of proper rabies inoculations for the animal or pay a charge of \$12.00 and receive a voucher to have the animal inoculated at a veterinarian of their choice within 30 days. All subsequent impounds occurring within 12 months are charged double.~~
- ~~(f) Unclaimed animals. Any animal not reclaimed by its owner within 72 hours shall become the property of the local government authority, or humane society, and may be placed for adoption in a suitable home or humanely euthanized by sodium pentobarbital, FP-3, or cooled and bottled carbon monoxide only.~~
- ~~(g) Notice of violation; penalty. In addition to, or in lieu of, impounding an animal found at large, the animal control officer, humane society officer or police officer may issue to the known owner of such animal a notice of violation of section 4-29 of the Code of Ordinances of the City of Kingsland. Such notice shall impose upon the owner a penalty of \$85.00 that may, at the discretion of the animal~~

owner, be paid to the municipal court by the court dates assigned in full satisfaction of the assessed penalty. If such penalty is not paid within the time period prescribed, a criminal warrant shall be initiated before a municipal judge and, upon conviction of a violation of this article, the owner shall be punished as provided in section 4-36.

- (h) ~~Proceedings against owner. The owner of an impounded animal may also be proceeded against for violation of this article.~~
- (i) ~~Shelter records. The shelter director shall keep complete and accurate records of the care, feeding, veterinary treatment, and disposition of all animals impounded at the shelter.~~

(Ord. of 10-25-93, § 4; Ord. No. 2007-22, 12-10-2007)

~~Sec. 4-30. - Animal care.~~

- (a) ~~No owner shall fail to provide his animals with sufficient wholesome and nutritious food and water in sufficient quantities, proper air, shelter space and protection from the weather; veterinary care when needed to prevent suffering; and humane care and treatment.~~
- (b) ~~No person shall beat, cruelly ill treat, torment, overload, overwork or otherwise abuse an animal, or cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals and humans.~~
- (c) ~~No owner of an animal shall abandon such animal.~~
- (d) ~~No person shall give away any live animal, fish, reptile or bird as a prize for, or as an inducement to enter a place of amusement, or as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.~~
- (e) ~~Any person who, as the operator of a motor vehicle, strikes a domestic animal shall stop at once and render such assistance as may be possible and shall immediately report such injury or death to the animal's owner; however, in the event the owner can not be ascertained and located, such operator shall at once report the accident to the police department.~~
- (f) ~~No person shall expose any known poisonous substance, whether mixed with food or not, so that the same shall be liable to be eaten by any animal, provided that it may be lawful for a person to expose on his own property common rat poison mixed only with vegetable substance.~~

(Ord. of 10-25-93, § 5)

Sec. 4-31. - Keeping wild animals.

- (a) No person shall own, possess or have custody on his premises any wild or vicious animal for display, training or exhibition purposes, whether gratuitously or for a fee. This section shall not be construed so as to apply to state, federally or ASPCA accredited facilities.
- (b) No person shall keep or permit to be kept any wild animal as a pet.
- (c) The police department shall have power to release or order the release of any infant wild animal under temporary restraint that is deemed capable of survival.

(Ord. of 10-25-93, § 6)

Sec. 4-32. - Performing animal exhibitions.

- (a) No person may sponsor, promote or train a wild animal to participate in, contribute to the involvement of a wild animal in, or attend as a spectator, any activity or event in which any wild

animal engages in unnatural behavior, or is wrestled, fought, mentally or physically harassed, or displayed in such a way that the animal is abused or stressed mentally or physically, or is induced or encouraged to perform through the use of chemical, mechanical, electrical or manual devices in a manner that will cause or is likely to cause physical injury or suffering. This prohibition applies to events and activities taking place either in public or private facilities or property, and applies regardless of the purpose of the event or activities and irrespective of whether or not a fee is charge to spectators.

(b) All equipment used on a performing animal shall fit properly and be in good working condition.

(Ord. of 10-25-93, § 7)

~~Sec. 4-33. — Animal waste.~~

~~The owner of every animal shall be responsible for the removal of any excreta deposited by his animal on public walks, recreation areas or private property.~~

~~(Ord. of 10-25-93, § 8)~~

~~Sec. 4-34. — Sterilization.~~

~~No unclaimed dog or cat shall be released for adoption without being sterilized or without written agreement from the adopter guaranteeing that such animal will be sterilized within 30 days for adults, and by the specified date in the contract for pups and kittens. A deposit of at least \$25.00 for cats and \$35.00 for dogs must be paid at the time of the adoption.~~

~~(Ord. of 10-25-93, § 9)~~

~~Sec. 4-35. — Enforcement.~~

~~The civil and criminal provisions of this article shall be enforced by those persons or agencies designated by the city. It shall be a violation of this article to interfere with a humane officer, animal control officer or police officer in the performance of his duties under the provisions of this article.~~

~~(Ord. of 10-25-93, § 10)~~

~~Sec. 4-36. — Penalties.~~

~~Any person violating any provision of this article shall be deemed guilty of a misdemeanor and shall be punished by a fine of not less than \$25.00 and not more than \$500.00; or by imprisonment for six months; or by both such fine and imprisonment. If a violation continues, each day's violation shall be deemed a separate violation.~~

~~(Ord. of 10-25-93, § 11)~~

~~Secs. 4-37 — 4-40. — Reserved.~~

~~DIVISION 2. — DANGEROUS DOG CONTROL~~

~~Sec. 4-41. — Definitions.~~

~~(a) — As used in this article, the term:~~

~~Dangerous dog means any dog that, according to the records of an appropriate authority:~~

- ~~(1) — Inflicts a severe injury on a human being without provocation on public or private property at any time after March 31, 1989; or~~
- ~~(2) — Aggressively bites, attacks, or endangers the safety of humans without provocation after the dog has been classified as a potentially dangerous dog and after the owner has been notified of such classification.~~

~~Dog control officer means an individual selected by a local government pursuant to the provisions of subsection (c) of Code Section 4-8-22 to aid in the administration and enforcement of the provisions of this article.~~

~~Governing authority means the City of Kingsland.~~

~~Owner means any natural person or any legal entity, including, but not limited to, a corporation, partnership, firm, or trust owning, possessing, harboring, keeping, or having custody or control of a dangerous dog or potentially dangerous dog within this state.~~

~~Potentially dangerous dog means any dog that without provocation bites a human being on public or private property at any time after March 31, 1989.~~

~~Proper enclosure means an enclosure for keeping a dangerous dog or potentially dangerous dog while on the owner's property securely confined indoors or in a securely enclosed and locked pen, fence, or structure suitable to prevent the entry of young children and designed to prevent the dog from escaping. Any such pen or structure shall have secure sides and a secure top, and, if the dog is enclosed within a fence, all sides of the fence shall be of sufficient height and the bottom of the fence shall be constructed or secured in such a manner as to prevent the dog's escape either from over or from under the fence. Any such enclosure shall also provide protection from the elements for the dog.~~

~~Records of an appropriate authority means records of any state, county, or municipal law enforcement agency; records of any county or municipal animal control agency; records of any county board of health; records of any federal, state, or local court; or records of a dog control officer provided for in this article.~~

~~Severe injury means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery or a physical injury that results in death.~~

- ~~(1) — A dog that inflicts an injury upon a person when the dog is being used by a law enforcement officer to carry out the law enforcement officer's official duties shall not be a dangerous dog or potentially dangerous dog within the meaning of this article. A dog shall not be a dangerous dog or a potentially dangerous dog within the meaning of this article if the injury inflicted by the dog was sustained by a person who, at the time, was committing a willful trespass or other tort or was tormenting, abusing, or assaulting the dog or had in the past been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime.~~

~~(Ord. No. 2004 21, § I, 12 13 2004)~~

~~Sec. 4-42. — Designation of animal control officer.~~

~~The city hereby designates its animal control officer to carry out the duties of a dog control officer as provided herein.~~

~~(Ord. No. 2004 21, § II, 12 13 2004)~~

~~Sec. 4-43. – Hearings.~~~~The city hereby designates the Camden County Board of Health to conduct such hearings as hereinafter provided.~~~~(Ord. No. 2004 21, § III, 12-13-2004)~~~~Sec. 4-44. – Investigations upon receiving report of dangerous dog or potentially dangerous dog; notice to owner.~~

- ~~(a) Upon receiving a report of a dangerous dog or potentially dangerous dog within a dog control officer's jurisdiction from a law enforcement agency, animal control agency, rabies control officer, or county board of health, the dog control officer shall make such investigations and inquiries with regard to such report as may be necessary to carry out the provisions of this article. Any local government shall be authorized but not required to provide by ordinance or resolution for additional duties of a dog control officer in identifying dangerous dogs or potentially dangerous dogs and their owners to carry out the provisions of this article.~~
- ~~(b) When a dog control officer classifies a dog as a dangerous dog or reclassifies a potentially dangerous dog as a dangerous dog, the dog control officer shall notify the dog's owner in writing by certified mail or statutory overnight delivery to the owner's last known address of such classification or reclassification. Such notice shall be complete upon its mailing.~~

~~(Ord. No. 2004 21, § IV, 12-13-2004)~~~~Sec. 4-45. – Requirements of notice to owner of classification of dog as dangerous or potentially dangerous; hearing.~~

- ~~(a) As applied to the owners of potentially dangerous dogs, the procedures provided for in this Code section must be carried out as a necessary condition for the enforcement of the provisions of this article against such owners. As applied to the owners of dangerous dogs, the procedures provided for in this Code section shall not be an essential element of any crime provided for in this article.~~
- ~~(b) When a dangerous dog or a potentially dangerous dog is classified as such, the dog control officer shall notify the dog's owner of such classification.~~
- ~~(c) The notice to the owner shall meet the following requirements:~~
 - ~~(1) The notice shall be in writing and mailed by certified mail or statutory overnight delivery to the owner's last known address;~~
 - ~~(2) The notice shall include a summary of the dog control officer's findings that formed the basis for the dog's classification as a dangerous or potentially dangerous dog;~~
 - ~~(3) The notice shall be dated and shall state that the owner, within 15 days after the date shown on the notice, has a right to request a hearing on the dog control officer's determination that the dog is a dangerous dog or potentially dangerous dog;~~
 - ~~(4) The notice shall state that the hearing, if requested, shall be before the Camden County Board of Health;~~
 - ~~(5) The notice shall state that if a hearing is not requested, the dog control officer's determination that the dog is a dangerous dog or a potentially dangerous dog will become effective for all purposes under this article on a date specified in the notice, which shall be after the last day on which the owner has a right to request a hearing; and~~

~~(6) The notice shall include a form to request a hearing before the Camden County Board of Health and shall provide specific instructions on mailing or delivering such request to the agency.~~

~~(d) When the Camden County Board of Health receives a request for a hearing as provided herein, it shall schedule such hearing within 30 days after receiving the request. The Camden County Board of Health shall notify the dog owner in writing by certified mail of the date, time, and place of the hearing, and such notice shall be mailed to the dog owner at least ten days prior to the date of the hearing. At the hearing, the owner of the dog shall be given the opportunity to testify and present evidence and in addition thereto the Camden County Board of Health shall receive such other evidence and hear such other testimony as the board of health may find reasonably necessary to make a determination either to sustain, modify, or overrule the dog control officer's classification of the dog.~~

~~(e) Within ten days after the date of the hearing, the Camden County Board of Health shall notify the dog owner in writing by certified mail or statutory overnight delivery of its determination on the matter. If such determination is that the dog is a dangerous dog or a potentially dangerous dog, the notice shall specify the date upon which that determination is effective.~~

~~(Ord. No. 2004 21, § V, 12-13-2004)~~

~~Sec. 4-46. Registration:~~

~~(a) It is unlawful for an owner to have or possess within the city, a dangerous dog or potentially dangerous dog without a certificate of registration issued in accordance with the provisions of this Code section.~~

~~(b) Subject to the additional requirements of subsection (c) of this Code section for dangerous dogs, the dog control officer of the City of Kingsland shall issue a certificate of registration to the owner of such dog if the owner presents to the dog control officer or the dog control officer otherwise finds sufficient evidence of:~~

~~(1) A proper enclosure to confine the dangerous dog or potentially dangerous dog; and~~

~~(2) a. The posting of the premises where the dangerous dog or potentially dangerous dog is located with a clearly visible sign warning that there is a dangerous dog on the property.~~

~~b. The department of natural resources shall design a uniform symbol for the purpose of implementing subparagraph a. of this paragraph no later than July 1, 1989, and shall provide copies of the design to the City of Kingsland. The sign required to be posted by subparagraph a. of this paragraph shall conform substantially to the design provided by the Department of Natural Resources pursuant to this subparagraph.~~

~~c. The requirement of subparagraph a. of this paragraph shall become effective 60 days following the day the uniform design specified in subparagraph b. of this paragraph is distributed to the City of Kingsland.~~

~~(c) In addition to the requirements of subsection (b) of this Code section, the owner of a dangerous dog shall present to the dog control officer evidence of:~~

~~(1) A policy of insurance in the amount of at least \$15,000.00 issued by an insurer authorized to transact business in this state insuring the owner of the dangerous dog against liability for any personal injuries inflicted by the dangerous dog; or~~

~~(2) A surety bond in the amount of \$15,000.00 or more issued by a surety company authorized to transact business in this state payable to any person or persons injured by the dangerous dog.~~

~~(d) The owner of a dangerous dog or potentially dangerous dog shall notify the dog control officer within 24 hours if the dog is on the loose, is unconfined, has attacked a human, has died, or has been sold or donated. If the dog has been sold or donated, the owner shall also provide the dog control officer with the name, address, and telephone number of the new owner of the dog.~~

- ~~(e) The owner of a dangerous dog or potentially dangerous dog shall notify the dog control officer if the owner is moving from the dog control officer's jurisdiction. The owner of a dangerous dog or potentially dangerous dog who is a new resident of the City of Kingsland shall register the dog as required in this Code section within 30 days after becoming a resident. The owner of a dangerous dog or potentially dangerous dog who moves from one jurisdiction to another within the State of Georgia shall register the dangerous dog or potentially dangerous dog in the new jurisdiction within ten days after becoming a resident.~~
- ~~(f) Issuance of a certificate of registration or the renewal of a certificate of registration by the City of Kingsland does not warrant or guarantee that the requirements specified in subsections (b) and (c) of this Code section are maintained by the owner of a dangerous dog or potentially dangerous dog on a continuous basis following the date of the issuance of the initial certificate of registration or following the date of any annual renewal of such certificate.~~
- ~~(g) A dog control officer is authorized to make whatever inquiry is deemed necessary to ensure compliance with the provisions of this article. The City of Kingsland Police Department shall cooperate with dog control officer(s) in enforcing the provisions of this article.~~
- ~~(h) The city may charge an annual fee, in addition to regular dog licensing fees, to register dangerous dogs and potentially dangerous dogs as required in this Code section. Certificates of registration shall be renewed on an annual basis. At the time of the annual renewal of a certificate of registration, a dog control officer shall require evidence from the owner or make such investigation as may be necessary to verify that the dangerous dog or potentially dangerous dog is continuing to be confined in a proper enclosure and that the owner is continuing to comply with other provisions of this article.~~

~~(Ord. No. 2004 21, § VI, 12-13-2004)~~

~~Sec. 4-47. — Muzzles and restraints.~~

- ~~(a) It is unlawful for an owner of a dangerous dog to permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and is under the physical restraint of a responsible person. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting any person.~~
- ~~(b) It is unlawful for the owner of a potentially dangerous dog to permit the dog to be outside a proper enclosure unless the dog is restrained by a substantial chain or leash and is under the restraint of a responsible person.~~

~~(Ord. No. 2004 21, § VII, 12-13-2004)~~

~~Sec. 4-48. — Confiscation and destruction.~~

- ~~(a) A dangerous dog shall be immediately confiscated by the dog control officer or by a City of Kingsland law enforcement officer or by another person authorized by the dog control officer if the:~~
- ~~(1) Owner of the dog does not secure the liability insurance or bond required by O.C.G.A. § 4-8-25;~~
 - ~~(2) Dog is not validly registered as required by O.C.G.A. § 4-8-25;~~
 - ~~(3) Dog is not maintained in a proper enclosure; or~~
 - ~~(4) Dog is outside a proper enclosure in violation of O.C.G.A. § 4-8-26.~~
- ~~(b) A potentially dangerous dog shall be confiscated in the same manner as a dangerous dog if the dog is:~~
- ~~(1) Not validly registered as required by O.C.G.A. § 4-8-25;~~
 - ~~(2) Not maintained in a proper enclosure; or~~

~~(3) Outside a proper enclosure in violation of O.C.G.A. § 4-8-26.~~

~~(c) Any dog that has been confiscated under the provisions of subsection (a) or (b) of this Code section shall be returned to its owner upon the owner's compliance with the provisions of this article and upon the payment of reasonable confiscation costs. In the event the owner has not complied with the provisions of this article within 20 days of the date the dog was confiscated, said dog shall be destroyed in an expeditious and humane manner.~~

~~(Ord. No. 2004 21, § VIII, 12-13-2004)~~

~~Sec. 4-49. — Violations.~~

~~(a) The owner of a dangerous dog who violates the applicable provisions of O.C.G.A. § 4-8-25 or O.C.G.A. § 4-8-26 or whose dangerous dog is subject to confiscation under O.C.G.A. § 4-8-27 shall be guilty of a misdemeanor of high and aggravated nature. In addition to any confinement that might be imposed for a conviction under this subsection, for the second conviction a fine of not less than \$500.00 shall be imposed and for a third or subsequent conviction a fine of not less than \$750.00 shall be imposed.~~

~~(b) The owner of a potentially dangerous dog who violates the applicable provisions of O.C.G.A. § 4-8-25 or O.C.G.A. § 4-8-26 or whose potentially dangerous dog is subject to confiscation under O.C.G.A. § 4-8-27 shall be guilty of a misdemeanor. In addition to any confinement that might be imposed for a conviction under this subsection, for a second conviction a fine of not less than \$150.00 shall be imposed and for a third or subsequent conviction a fine of not less than \$300.00 shall be imposed.~~

~~(c) If an owner who has a previous conviction for a violation of this article knowingly and willfully fails to comply with the provisions of this article, such owner shall be guilty of a felony if the owner's dangerous dog attacks or bites a human being under circumstances constituting another violation of this article. The owner of a dangerous dog who is convicted for a violation of this subsection shall be punished by a fine of not less than \$1,000.00 nor more than \$5,000.00 or by imprisonment for not less than one, nor more than five years or by both such fine and imprisonment.~~

~~(d) An owner who knowingly and willfully fails to comply with the provisions of this article shall be guilty of a felony if the owner's dangerous dog aggressively attacks and causes severe injury or death of a human being under circumstances constituting a violation of this article. The owner of a dangerous dog who is convicted for a violation of this subsection shall be punished by a fine of not less than \$5,000.00 nor more than \$10,000.00 or by imprisonment for not less than one nor more than ten years or by both such fine and imprisonment.~~

~~(e) In addition to the penalties for violations under subsection (c) or (d) of this Code section, the dangerous dog involved shall be immediately confiscated by the dog control officer or by a law enforcement officer or another person authorized by the dog control officer and placed in quarantine for the proper length of time as determined by the county board of health, and, thereafter, the dangerous dog shall be destroyed in an expeditious and humane manner.~~

~~(f) No owner of a dangerous dog shall be held criminally liable under this article for injuries inflicted by said owner's dog to any human being while on the owner's property.~~

~~(Ord. No. 2004 21, § IX, 12-13-2004)~~

~~Sec. 4-50. — Owner responsibility.~~

~~It is the intent of the city that the owner of a dangerous dog or potentially dangerous dog shall be solely liable for any injury to or death of a person caused by such dog. Under no circumstances shall the city or an employee or official of the city which enforces or fails to enforce the provisions of this article be held liable for any damages to any person who suffers and injury inflicted by a dog that has been~~

~~identified as being a dangerous dog or potentially dangerous dog or by a dog that has been reported to the proper authorities as being a dangerous dog or potentially dangerous dog or potentially dangerous dog or by a dog that has been identified as a dangerous dog or potentially dangerous dog but has not been kept or restrained in the manner described herein or by a dangerous dog or potentially dangerous dog whose owner has not maintained insurance coverage or a surety bond as required by this Code.~~

~~(Ord. No. 2004 21, § X, 12-13-2004)~~

~~ARTICLE III. — VIOUS DOG CONTROL~~

~~Sec. 4-51. — Definitions.~~

~~(a) — As used in this article, the term:~~

~~Attack means but is not limited to growling, barking, lunging or any other intimidating behavior.~~

~~Dog control officer means an individual selected by a local government pursuant to the provisions of subsection (c) of Code Section 4-8-22 to aide in the administration and enforcement of the provisions of this article.~~

~~Governing authority means the City of Kingsland.~~

~~Owner means any natural person or any legal entity, including, but not limited to, a corporation, partnership, firm, or trust owning, possessing, harboring, keeping, or having custody or control of a vicious dog within this state.~~

~~Proper enclosure means an enclosure for keeping a vicious dog while on the owner's property securely confined indoors or in a securely enclosed and locked pen, fence, or structure suitable to prevent the entry of young children and designed to prevent the dog from escaping. Any such pen or structure shall have secure sides and a secure top, and, if the dog is enclosed within a fence, all sides of the fence shall be of sufficient height and the bottom of the fence shall be constructed or secured in such a manner as to prevent the dog's escape either from over or from under the fence. Any such enclosure shall also provide protection from the elements for the dog.~~

~~Records of an appropriate authority means records of any state, county, or municipal law enforcement agency; records of any county or municipal animal control agency; records of any county board of health; records of any federal, state, or local court; or records of a dog control officer provided for in this article.~~

~~Severe injury means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery or a physical injury that results in death.~~

~~(1) A dog that inflicts an injury upon a person when the dog is being used by a law enforcement officer to carry out the law enforcement officer's official duties shall not be a vicious dog within the meaning of this article. A dog shall not be a vicious dog within the meaning of this article if the injury inflicted by the dog was sustained by a person who, at the time, was committing a willful trespass (note, a child of a certain age is incapable of willful trespass — see attractive nuisance doctrine) or other tort or was tormenting, abusing, or assaulting the dog or had in the past been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime.~~

~~Vicious dog means any dog that, according to the records of an appropriate authority:~~

~~(1) Inflicts a severe injury on a human being without provocation after the owner has notice that the dog has previously bitten or attacked or endangered the safety of a humane being; or~~

~~(2) Is owned, possessed, kept, harbored, trained, or maintained for the purpose of fighting.~~

~~(Ord. No. 2006 15, § I, 7-10-2006)~~

~~Sec. 4-52. — Animal control officer — Duties.~~

~~The city hereby designates its animal control officer to carry out the duties of a dog control officer as provided herein.~~

~~(Ord. No. 2006 15, § II, 7-10-2006)~~

~~Sec. 4-53. — Investigations upon receiving report of vicious dog.~~

~~Upon receiving a report of a vicious dog within a dog control officer's jurisdiction from a law enforcement agency, animal control agency, or rabies control officer the dog control officer shall make such investigations and inquiries with regard to such report as may be necessary to carry out the provisions of this article. Any local government shall be authorized but not required to provide by ordinance or resolution for additional duties of a dog control officer in identifying vicious dogs and their owners to carry out the provisions of this article.~~

~~(Ord. No. 2006 15, § III, 7-10-2006)~~

~~Sec. 4-54. — Restraints.~~

~~It is unlawful for an owner of a vicious dog to permit the dog to be outside a proper enclosure unless the dog restrained by a substantial chain or leash and is under the physical restraint of a responsible person.~~

~~(Ord. No. 2006 15, § IV, 7-10-2006)~~

~~Sec. 4-55. — Confiscation and destruction.~~

~~(a) — A vicious dog shall be immediately confiscated by the dog control officer or by a city law enforcement officer or by another person authorized by the dog control officer if the:~~

- ~~(1) — Dog is not maintained in a proper enclosure; or~~
- ~~(2) — Dog is outside a proper enclosure in violation of O.C.G.A. § 4-8-41.~~

~~(b) — Any dog that has been confiscated under the provisions of subsection (a) of this Code section shall be returned to its owner upon the owner's compliance with the provisions of this article and upon the payment of reasonable confiscation costs. In the event the owner has not complied with the provisions of this article within 40 days of the date the dog was confiscated, said dog shall be destroyed in an expeditious and humane manner.~~

~~(Ord. No. 2006 15, § V, 7-10-2006)~~

~~Sec. 4-56. — Violations.~~

~~(a) — The owner of a vicious dog who violates the applicable provisions of O.C.G.A. § 4-8-42 shall be guilty of a misdemeanor. In addition to any confinement that might be imposed for a conviction under this subsection, for the second conviction a fine of not less than \$300.00 shall be imposed and for a third or subsequent conviction a fine of not less than \$500.00 shall be imposed.~~

~~(b) If an owner who has a previous conviction for a violation of this article knowingly and willfully fails to comply with the provisions of this article, such owner shall be guilty of a misdemeanor of high and aggravated nature if the owner's vicious dog attacks, bites, causes severe injury, or causes death of a human being under circumstances constituting another violation of this article.~~

~~(c) In addition to the penalties for violations under subsection (b) of this Code section, the vicious dog involved shall be immediately confiscated by the dog control officer or by a law enforcement officer or another person authorized by the dog control officer and placed in quarantine for the proper length of time as determined by the county board of health, and, thereafter, the vicious dog shall be destroyed in an expeditious and humane manner.~~

~~(Ord. No. 2006 15, § VI, 7-10-2006)~~

~~Sec. 4-57. — Liability.~~

~~It is the intent of the city that the owner of a vicious dog shall be solely liable for any injury to or death of a person caused by such dog. Under no circumstances shall the city or an employee or official of the city which enforces or fails to enforce the provisions of this article be held liable for any damages to any person who suffers an injury inflicted by a dog that has been identified as being a vicious dog or by a dog that has been reported to the proper authorities as being a vicious dog but has not been kept or restrained in the manner described herein as required by this Code.~~

~~(Ord. No. 2006 15, § VII, 7-10-2006)~~

~~Secs. 4-58 — 4-90. — Reserved.~~

~~ARTICLE IV. — RABIES CONTROL~~

~~Sec. 4-91. — Vaccinations of animals.~~

~~Every owner of an animal three months or older that requires rabies vaccine shall cause such animal to be vaccinated against rabies. No person shall vaccinate any animal against rabies that is not a licensed veterinarian. The first vaccination using an attenuated vaccine, or kill vaccine, shall be administered and is good for 12 months only. Thereafter, a vaccination shall be required at least every three years when a live attenuated vaccine is used. If the health departments file copy of the certificate of vaccination is unattainable, the owners of the veterinarian's copy of the certificate may be substituted.~~

~~(Ord. No. 2007-23, § I, 12-10-2007)~~

~~Sec. 4-92. — Certificate of vaccination.~~

~~(a) Evidence of vaccination shall consist of a certificate of vaccination with each items answered, prepared in triplicate and signed by the veterinarian administering the vaccine.~~

~~(b) Any veterinarian is authorized and required in connections with their practice to issue certificates of vaccination and vaccination tags, providing one copy of the certificate to the animal's owner, one copy to the health department, and retaining one copy for his files.~~

~~(c) The certificate of vaccination furnished to the health department shall be maintained in an orderly indexed file for a period of not less than three years.~~

~~(d) Out of state visitors and non-city residents with animals must comply with local animal control regulations while within this city. Current rabies vaccination certificates from other states or territories will be honored.~~

~~(Ord. No. 2007 23, § II, 12-10-2007)~~

~~Sec. 4-93. – Vaccination tags.~~

~~(a) In addition to the issuance of the certificate of vaccination, the person authorized to issue the certificate shall also furnish to the owner of the vaccinated animal a serially numbered tag bearing the same number and year as the certificate. The tag shall be securely attached to the collar or harness worn by the vaccinated animal, which collar or harness shall be provided by the owner of the vaccinated animal.~~

~~(b) No person shall remove a vaccination tag from any animal's collar without the consent of the owner or custodian, nor shall any person attach a vaccination tag to any animal for which it was not issued.~~

~~(Ord. No. 2007 23, § III, 12-10-2007)~~

~~Sec. 4-94. – Penalties.~~

~~Notice of violation; penalty. In addition to, or in lieu of, impounding an animal found at large and without proper vaccination tag, the animal control officer, humane officer, or police officer may issue to the know owner of such animal a notice of ordinance violation. Such notice shall impose upon the owner a penalty of \$65.00 that may, at the discretion of the animal owner, be paid to the municipal court by the court date assigned in full satisfaction of the assessed penalty. If such penalty is not paid within the time period prescribed, a criminal warrant shall be initiated before a municipal judge and, upon conviction of violation of this article, the owner shall be punished as provided in section 4-36.~~

~~(Ord. No. 2007 23, § IV, 12-10-2007)~~

~~Sec. 4-95. – Quarantine.~~

~~(a) Where rabies has been found to exist in any warm blooded animal or where its existence is suspected, the health department may designate an area within which quarantine shall be maintained as provided by the terms of this article. Every such animal shall be immediately confined to the premises designated by the health department, whether or not the animal has been vaccinated against rabies.~~

~~(b) No animal shall be removed or brought into a quarantine area without written permission of the health department. The application for such permission shall be in writing, filed with the health department, stating the reason for movement and the location at which the animal will be confined after movement.~~

~~(c) Where an animal has been suspected of having rabies or has rabies symptoms, the area or premises where such animals are kept shall be posted by the health department with signs to read as follows: "Rabies Suspected" or "Rabies, keeps from animals". Such signs shall be conspicuously displayed on the premises, printed with type that is easily legible, and shall remain on the premises for the duration of the quarantine.~~

~~(d) Persons living within a quarantine area having in their possession an animal subject to rabies or to the terms of this article shall be given written notice of the quarantine, the animals subject to quarantine, and an order to confine their animals so subject to the premises of the owner, together with any other information the health department deems advisable. Such notice shall be signed by a duly authorized agent of the health department.~~

~~(e) The violation by any person of any quarantine order issued by the health officer shall be a violation of this article, and the person so violating shall be subject to all the penalties prescribed by law for a violation.~~

~~(Ord. No. 2007-23, § V, 12-10-2007)~~

~~Sec. 4-96. — Examination of heads:~~

~~The heads of all domestic animals and of all wild animals suspected of having rabies before their death or having rabies at the time of their death shall be submitted to the state laboratory for examination.~~

~~(Ord. No. 2007-23, § VI, 12-10-2007)~~

INTERGOVERNMENT AGREEMENT FOR ANIMAL CONTROL SERVICES**THE STATE OF GEORGIA
COUNTY OF CAMDEN**

THIS AGREEMENT is made and entered into by and between the CITY OF KINGSLAND, GEORGIA, (hereinafter referred to as "City"), and THE CAMDEN COUNTY BOARD OF COMMISSIONERS, (hereinafter referred to as "COUNTY").

I. RECITALS

WHEREAS, the City operates Animal Control Services in its police department for the purpose of reducing general animal control problems in the City, including, but not limited to, protecting its citizens from the dangers and problems associated with free roaming animals; and

WHEREAS, the County is currently operating its own Animal Control Department, providing similar services and operating in a comparable manner, and at present time provides similar services to the City of St. Marys and the City of Woodbine, and

WHEREAS, Kingsland, as a government, is authorized by §O.C.G.A. 36-34-2 (5) to enter into intergovernmental services agreements; and

WHEREAS, the Camden County Board of Commissioners is authorized to make and execute contracts with municipalities in the same county where the City of Kingsland is located;

WHEREAS, City and County represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, each party has sufficient funds available from current revenues to perform

the functions contemplated by this Agreement; and

WHEREAS, both the City and County find it mutually desirable to enter into this agreement.

NOW, THEREFORE in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

II. DEFINITIONS

- A. Animal: As used in this agreement, “animal” shall mean domesticated dogs and cats.
- B. Animal Control Services: “Animal Control Services” shall mean the services provided by the County in response to a City-Related Animal Call that is necessary to effectively carry out an animal control program for the City. Animal Control Services shall include: the humane capture of stray, unrestrained, homeless, abandoned, or unwanted animals and the humane transportation of captured animals to the Animal Shelter; response to calls regarding wild animals that have entered a person’s residence; response to calls regarding animal bites and scratches, including the initial investigation of such incidents; and the capture of a biting animal for state-mandated rabies quarantine observation by the Local Rabies Control Authority. Animal Control Services do not include wild animals, horses, or livestock or removal of deceased animals.
- C. Animal Shelter: “Animal Shelter” shall mean the facility known as the Camden County Humane Society currently located at 950 South Grove Boulevard, Kingsland, Georgia that keeps or legally impounds stray, homeless, abandoned, or unwanted animals.
- D. County: “County” shall mean the Camden County Board of Commissioners, with its offices located at 200 East 4th Street, Woodbine, Georgia.
- E. City: “City” shall mean the City of Kingsland, Georgia, with its offices located at 107 South Lee Street, Kingsland, Georgia.
- F. City-Reported Animal Call: “City-Reported Animal Call” shall mean calls made by citizens calling from within the corporate city limits of Kingsland, Georgia to the

County's 911 Operations and Dispatch Center or the Kingsland Police Department's non-emergency telephone number or the Camden County Animal Control telephone number to request Animal Control Services.

- G. Any word or phrases not specifically defined herein shall have as its meaning the ordinary and commonly understood meaning except for specific animal control or veterinary terms.

III. COUNTY'S OBLIGATIONS

- A. County agrees to provide Animal Control Services to City for all City-Reported Animal Calls occurring in areas located in the corporate City limits of the City of Kingsland.
- B. The County will dispatch at least one (1) Animal Control Officer in response to a City-Reported Animal Call, so long as there is at least one (1) animal control officer "on-duty". If there is no Animal Control Officer on duty, the County will notify City. In that event, a City of Kingsland Police Officer may respond to the call, determine if the call is an emergency and process the call as necessary.
- C. County agrees to transport all captured animals to the Animal Shelter, provided, however, that wild animals may be released back into their natural habitat.
- D. County agrees its employees will attend hearings and appear before the appropriate court to represent the City for any City ordinance violations.
- E. To the extent permitted by law, and as provided by the Georgia Open Records Act, O.C.G.A. § 50-18-70, as amended, County agrees to keep confidential any rabies Vaccination Certificate information provided by the City.

IV. CITY'S OBLIGATIONS

- A. City shall fully cooperate with County in the provision of Animal Control Services, including but not limited to, furnishing: any and all information in its possession about the ownership of a suspected rabid animal, including rabies Vaccination Certificates maintained by any department of the City; any history of the animal; the name and address of any person reporting an animal bite or scratch; the name and address of any possible victims of an animal bite or scratch; and the name and address of any person believed to own an animal which the City has called the County to capture or

remove.

- B. City agrees to furnish information to County in a timely and expeditious manner.
- C. City agrees to assist with the apprehension of any animal in appropriate situations and, if necessary, to dispatch a City Police Officer to assist.
- D. City agrees to file all criminal or civil charges, in the appropriate court, for any violations of City's rules and regulations or for any violations of State Statutes, at the sole discretion of the City.

V. CONSIDERATION

- A. In consideration for the County's performance of the duties listed herein, the City shall lease to the County for the sum of \$1.00 annually, all City owned Animal Control Vehicle(s), Material, and Equipment described herein as:
 - a. 2006 Ford F-150 Truck equipped with Chassis Mounted Animal Control Cage. County agrees to maintain adequate collision and liability insurance coverage for leased vehicle.
 - b. Other materials and equipment currently stocked on the animal control vehicle and/or otherwise used by the city animal control officer in the performance of duties specifically related to animal control services. This shall not include city owned weapons or communications equipment.

VI. REPORTS

- A. County shall submit a comprehensive annual report of all Animal Control Services to City within thirty (30) days of the close of each fiscal year, currently being June 30th.
- B. County shall provide to City, upon request, a copy of any other report not confidential by law or contract, which it may be required to prepare and submit to any federal, state, or other jurisdiction in the course of its animal and rabies control activities. County shall also render to City at reasonable intervals, such reports and accounting as City from time to time may require; provided however, if such request becomes burdensome, County may invoice for the cost of preparation of such reports.

- C. County agrees to retain any records it makes in compliance with this Agreement for a period of three (3) years after the ultimate termination of the Contract.

VIII. TERMINATION AND RENEWAL

- A. This Agreement shall be effective from January 1, 2015, through December 31, 2015. This Agreement will be automatically renewed annually thereafter for additional one (1) year terms to run from January 1st to December 31st.
- B. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. In the event of termination, all material consideration including vehicles and equipment listed in Section V. of this agreement shall be returned to the City.

IX. INDEMNITY

- A. Subject to the limitations as to liability and damages in the State of Georgia and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other Party to this Agreement, or any of its officers, agents or employees, or as the result of its performance, or any of its officers, agents or employees, under this Agreement.

X. INDEPENDENT CONTRACTOR

- A. The County shall be responsible for the Animal Control Services contemplated under this Agreement. The County shall supply all materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of Animal Control Services except as otherwise provided for in this agreement. The County shall have ultimate control over the execution of the work under this Agreement. The County shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees.
- B. The County shall retain personal control and shall give its personal attention to the faithful prosecution and completion of its services and fulfillment of this Agreement.

XI. GENERAL PROVISIONS

- A. Severability Clause: The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.
- B. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.
- C. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.
- D. This Agreement shall be interpreted in accordance with the laws of the State of Georgia.
- E. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.
- F. Notices to either party shall be sufficient if sent in writing; postage pre-paid, registered or certified mail, to the Chief Administrative Officer of the party at the address on file of either party for that Officer.
- G. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

APPROVED by the Mayor and Council of the City of Kingsland on the ____ day
of _____, 2015.

CITY OF KINGSLAND

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED by the Camden County Board of Commissioners on the ____ day
of _____, 2015.

CAMDEN COUNTY BOARD OF COMMISSIONERS

ATTEST: _____
County Clerk

BY: _____
Chairman