



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • SEPTEMBER 14, 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
Jim McClain
Charles Grayson Day Jr
James Ham

Mayor
City Councilman
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. RECOGNITION

- 1. Recognition of Alex Blount for His 13 Years of Service to the City of Kingsland
- City Councilman Charles Grayson Day Jr

VI. PRESENTATION

- 1. Fire Department Yearly Update -
- 2. Body Cameras -

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

IX. PLANNING AND ZONING

1. APPLICATION FOR HOME OCCUPATION – Michelle J Grimes -

124 Crestwood Court is requesting a Home Occupation Permit for “2 Guys Home Repair-Camden”. Zoning is PD/R-1. Planning Commission Recommends Approval.

2. APPLICATION FOR HOME OCCUPATION – Robyn Maloney -

Robyn Maloney, 144 Lake Manor Dr is requesting a Home Occupation Permit for “RLeigh Jewelry”. Zoning is PD/R-1. Planning Commission Recommends Approval.

3. APPLICATION FOR REZONING, Ameris Bank -

Ameris Bank is requesting modification of an existing PD covering Tax Parcels 106 036 and 106 037. The modification concerns 27.83 acres off Jake Colton Dr. Current PD usage is R-1. Requested usage R-2. Ronald Sawyer is proposing to buy the property and develop single-family attached homes with a minimum of 2200 square feet per unit on lots 110' wide. He is also planning to develop some single family lots elsewhere in Fiddler's Cove. He contacted the Home Owners Association (HOA) and explained his proposal. Danny Russell stated he would be in favor if Mr. Sawyer would deed restrict any further development of duplex units. Karin Broun was against; she wants a separate entrance established for the duplexes. Joss Joscelyn, a developer with 4 lots, expressed approval. Motion carried 3-2. Planning Commission Recommends Approval.

4. APPLICATION FOR PRELIMINARY PLAT – Bennett Surveying, Inc. -

Bennett Surveying, Inc. requests consideration for a preliminary plat consisting of 12 lots on 8.04 acres off Jake Colton Dr (The Villas at Fiddlers Cove). Zoning will be PD/R-2. Motion carried 3-2, Planning Commission Recommends Approval.

5. APPLICATION FOR VARIANCE – Bennett Surveying, Inc -

Bennett Surveying, Inc. is seeking a side yard variance from 20' to 10' on behalf of Sawyer & Assoc. adjacent to the golf course on lot 22 of Laurel Landing Phase 3. Zoning is PD/R-2. Planning Commission Recommends Approval.

6. APPLICATION FOR HOME OCCUPATION – Debra Fazio Pena -

Debra Fazio Pena, 248 Hedge St is requesting a Home Occupation Permit for “Debra’s Hand Dandy Lawn Care and More”. Zoning is R-5. Applicant will trim hedges and cut lawns. All equipment will be stored on a trailer that is parked beside the applicant's mobile home. Planning Commission Recommends Approval.

X. NEW BUSINESS

1. Discussion and Approval of - JDA Economic Development Incentive Policy -
2. Approval - Tesla Super Charger Lease Agreement -
3. Approval of - 2015-2016 School Resource Officer Agreement -
4. Approval - Camden Community Crisis Center Services Contract -
5. Approval Of: Revised SCADA Hardware Purchase -
6. Bid Approval: Commercial Grade Zero Turn Mower - Staff Recommendation,
Low Bid - Hilliard Truck -
7. Discussion: City of Kingsland's Infrastructure - Mayor Kenneth E Smith Sr
8. Executive Session - Real Estate -

XI. MAYOR AND COUNCIL ANNOUNCEMENT

XII. ADJOURNED



DRAFT---ECONOMIC DEVELOPMENT INCENTIVE POLICY---DRAFT CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY

EXECUTIVE SUMMARY

The use of incentives is an important component of a successful economic development strategy designed to improve the quality of life of citizens. Economic development and community development are partners, both focused on the improvement of quality of life in a community. Development standards necessary for successful business and industry include:

- **Workforce** (*availability, skills, and cost*)
- **Product** (available land, buildings, and related occupancy/construction costs)
- **Access** (highway accessibility, infrastructure, and utility capacity)
- **Business climate** (*taxes, fees, ordinances, and available incentives*)

Successful economic development policies address these development standards and create a smart growth plan that is objective, strategic, and improves the quality of life of citizens. Incentives are one of the economic development tools employed by local governments to influence the business climate. In Georgia, examples of incentives often include:

- site selection and deal-closing assistance
- tax credits or tax savings
- industrial revenue bonds
- fast-track permitting, impact and development fee waivers or reductions
- low interest loans and mortgages
- land and infrastructure assistance
- other assistance as necessary

The type and level of incentive is generally linked to a specific commitment by a company in terms of jobs to be created and/or private equity investment in the project.

This policy governs the establishment and administration of economic incentives to attract targeted business and industry, to stimulate new job creation and investment, to enhance the quality of life of citizens, and to develop the future prosperity of the community. The policy establishes the objectives, goals, procedures, and requirements to administer the effective and judicious application of economic development incentives within the jurisdiction of Camden County, Georgia, including the City of Kingsland, City of St. Marys, and the City of Woodbine.

GOALS AND OBJECTIVES

In general, this policy is intended to ensure Camden County is competitive with other communities in the region of Coastal Southeast Georgia and Northeast Florida in attracting targeted investment, jobs, and economic activity. The policy is intended to generate public benefits which exceed public investment, generate a positive return on investment, and are administered consistently and equitably.

Goals:

- Encourage the location of targeted industries into the County,
- Encourage the expansion of existing targeted industries within the County,
- Expand the tax base and lessen the tax burden on residents, and
- Expand job opportunities and potential for prosperity of citizens.



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Objectives:

- Attract new investment to diversify and increase the tax base,
- Create new jobs
- Provide consistent and equitable application by aligning incentives with critical needs as identified through conversations and negotiations between the Authority and the prospect/project, and
- Yield a positive return on public investment through a Fiscal Impact Analysis.

GOVERNING BODIES

The governing bodies of the Camden County Board of Commissioners, the City of Kingsland, City of St. Marys, the City of Woodbine, the Camden County Joint Development Authority, as well as other economic development organizations in Camden County, may adopt this county-wide economic development incentive policy, acknowledging certain provisions may not be applicable to all governing bodies.

TARGET INDUSTRIES

Target industries identified for incentives under this policy include the following:

- | | |
|--|--|
| • Aerospace | • Life Sciences/Medical |
| • Information Technology, Call Centers, Data Centers | • Advanced Manufacturing |
| • Energy | • Pulp and Paper Technology and Manufacturing Products |
| • Defense | • Warehousing and Distribution |
| • Food Processing | • Financial Services |

TYPES OF INCENTIVES

The type and amount of incentive(s) available to a company is contingent upon the amount of private and/or equity investment, annual payroll, average wage of employment, and job creation associated with the application. Potential incentives available, requirements associated with granting incentives, and parties involved in the process are listed in Attachment “A”.

PROCEDURE

All companies interested in accessing economic development incentives available in Camden County will make application for such incentives. The application (Attachment “B”) is available at the Authority office and website, www.launchcamden.com. Once completed, applications will be submitted to the Authority staff to process for final approval by the Authority Board of Directors.

While the name of the company may remain confidential at the application stage, it must be disclosed if an award is made as part of a mutually executed economic development agreement (Agreement).

Application Review and Recommendation: The Authority will conduct the preliminary review and assessment of applications for incentive(s), and may request clarification or additional information from the company as necessary. Depending on type and amount of incentive



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requested, an application fee may be applied to fund a Fiscal Impact Analysis and/or Return on Investment calculation to be performed by a qualified, unbiased, third party consultant. Only projects which generate a positive public benefit, which exceeds public investment, will be further processed.

The Authority Board of Directors will act on requests involving economic development incentives to be provided through a formal Agreement with the Authority and/or the governing body of the community in which the project is to be located. For incentives requiring the approval of a local governing body, the Authority will forward the completed application, along with recommendations, to the local governing body for its independent consideration and action. The governing body can accept, reject, or amend the recommendation of the Authority, and act on the application of any incentives the governing body represents, at its sole discretion. A flow chart outlining the process for approval by the Authority and/or governing body approval is provided in Attachment "C".

Implementation and Accountability: In the event incentives are awarded to a company, a mutual Agreement will be negotiated between the company and the granting party (Authority and/or governing body). The Agreement will specify the information provided in the application, the type, level and duration of incentives to be awarded, and will require the company to provide annual reports of performance regarding the amount of investment and/or job creation associated with the project over the designated incentive period. The Authority will be the administrative agent for reviewing performance reports and monitoring progress of the company relative to the stated goals of the Agreement.

Companies receiving incentives based on representation of specific investment and job creation goals will be held accountable for achievement of those stated goals. A clawback/refund provision of incentives will be included in the Agreement. In the event the company fails to achieve stated goals as indicated in the Agreement, a clawback/refund provision of incentives will be exercised. Clawback provisions will involve a refund or forfeiture in the event there is a shortfall amount in achieving the targeted goal(s). For instance, if the company only meets 90% of the targeted goal(s), then it will refund or forfeit 10% of the incentives for failure to meet the agreed upon goal(s).

PAYMENT IN LIEU OF TAXES (PILOT) PROVISION

Any applicant receiving ad valorem tax savings pursuant to this policy may be required to make a PILOT payment. This PILOT payment will be calculated by staff and submitted to the Authority Board of Directors for approval based on factors including economic impact of the project to the community, the potential impact of the project on a specific agency (i.e. school system), the funding model of the project, issues that may affect the success of the project and the overall incentive package being considered for the project.

AMENDMENT OR DISCONTINUATION

This policy may be amended or discontinued at any time based on action by the Authority, the Camden County Board of County Commissioners, and/or other local governing body as applicable.



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Adopted and approved this ____ day of _____, 20__.

Camden County Joint Development Authority

By: _____
Charles C. Smith, Jr., Chairman

Camden County Board of Commissioners

By: _____
Chairman

City of Kingsland

By: _____
Mayor

City of St. Marys

By: _____
Mayor

City of Woodbine

By: _____
Mayor



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Attachment "A"

Incentive Program	Min Job Creation	Potential Party
2015 Tier 3 Job Tax Credit - \$1,250/job	minimum 15 job creation	State and Authority
2015 Regional JDA Tax Credit Bonus - \$500/job	minimum 15 job creation	State and Authority
Additional State Tax Credits	minimum 15 job creation	State and Authority
Opportunity Zone Tax Credit - \$3,500/per job	minimum of 2 jobs	State, City of Kingsland and/or Authority
Military Zone Tax Credit - \$3,500/per job	minimum of 2 jobs	State, City of St. Marys and/or Authority
Georgia QuickStart Workforce Training	minimum of 15 jobs	State, TCSG
Enterprise Zone (reduction of fees/reduction/waiver of real and/or personal property ad valorem tax)	minimum of 2 jobs	City
Extend credit and make loans(with adequate security)	minimum of 5 jobs	Authority
Waiver/Reduction of impact and/or permitting fees	minimum of 10 jobs	County, City, Authority
Discounted and/or free land	minimum of 10 jobs	Authority
Freeport Tax Exemption	no minimum	County/City
Foreign Trade Zone duty deferral	no minimum	Authority and FTZ
Real and/or Personal Property Tax Savings**		County, City, Authority
Real/Personal Property Acquisition/Development and Leaseback	minimum of 5 jobs	Authority
Infrastructure Assistance	minimum of 10 jobs	Authority, City, County
Conduit Issuance of Industrial Revenue Bonds	minimum of 10 jobs	Authority
Creation of Community Improvement Districts (project funding tool)	Job creation minimum set at discretion of local government body.	State, County, City
Creation of Tax Allocation Districts (project funding tool)	Job creation minimum set at discretion of local government body.	State, County, City, School
Business Retention and Expansion Job Incentive- \$250-500 per job(amount of incentive is based on average wage of new employees)	minimum of 5 jobs maximum of 14 jobs	Authority
Forgivable Loan Program	minimum of 5 jobs	Authority
NOTES: State=State of Georgia; County=Camden County Board of Commissioners; City=City of Kingsland, City of St. Marys, and/or City of Woodbine; Authority=Camden County Joint Development Authority; TCSG=Technical College System of Georgia;		
**Excludes School Tax, and shall be for period not to exceed 10 years.		



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Attachment "B" - ECONOMIC DEVELOPMENT INCENTIVE APPLICATION

Contact Information:

Date:

Project Description:

Type of Industry:

General Description of the Company/Business:

General Background on Company/Business Leadership:

Total Private Capital Investment (in U.S. dollars):

Real Property:

Furniture, Fixtures, Machinery, Equipment:

Estimated Project Timeline:

Job Creation - New company/business location:

**Total Number of Full Time
Equivalent (FTE) jobs:**

Total Estimated Annual Payroll:

Initial Year of Job Creation/Investment:

Average Annual Income per Job Created:



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Average Hourly Wage:

Estimated Cost of Living Adjustments:

Type/Description of Jobs:

Job Creation - Existing Business:

Total Average FTE employment
for the past twelve months:

Average Wage
of Current Employment:

Proposed Total New employment at this
location:

Average Wage of Proposed New
employees at this location:

Current Annual Payroll:

Estimate of New Annual Payroll
with new jobs:

Type and Amount of Assistance Requested:

Depending on type and amount of incentive requested, an application fee may be required to fund an Fiscal Impact Analysis and/or Return on Investment calculation to be performed by an unbiased, qualified third party consultant.

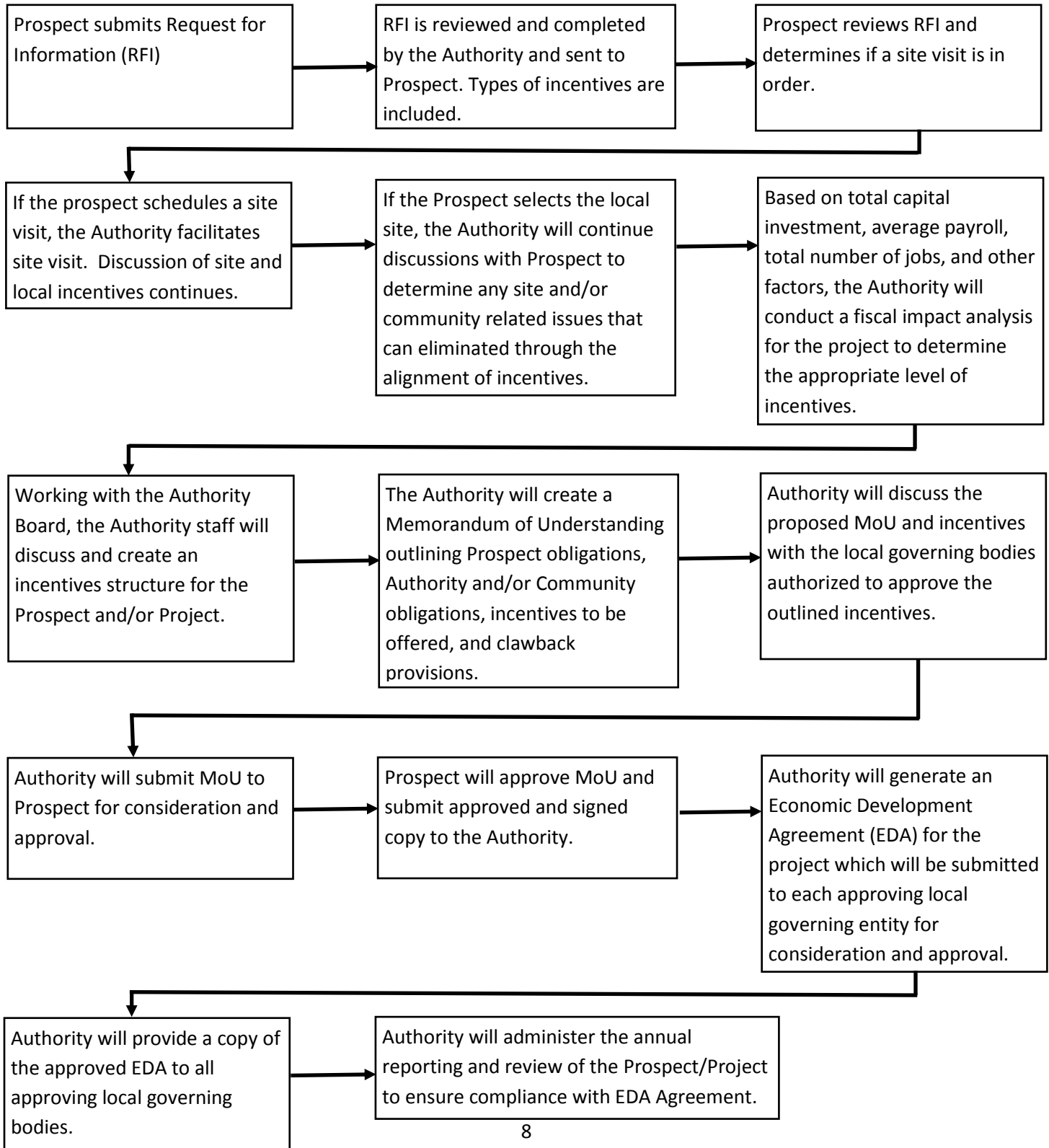
Please provide the following information with the completed application:

- ☐ Proposed Site plan and/or building concepts
- ☐ Past 3 Year Financial Statements
- ☐ Proof of current business incorporation status



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Attachment C—Process for Incentives Offer and Approval



GROUND LEASE

This Lease (the "**Lease**") is effective as of _____, 2015 (the "**Effective Date**") by and between The Kingsland Development Authority, ("Landlord"), a development authority and public body corporate and politic and an instrumentality of the City of Kingsland, a municipality duly created and existing under the laws of the State of Georgia, duly created by local constitutional amendment, Ga. Laws 1960, p. 1359, and continued by Ga. Laws 1986, p. 4365, and Tesla Motors, Inc., a Delaware corporation ("Tenant" or "Tesla").

1. **CONTACT INFORMATION:**

Landlord's Address for Notices:

Kingsland Development Authority
PO Box 250
107 South Lee Street
Attention: City Manager
Phone: 912-729-5613
Email: Lspell@kingslandgeorgia.com

Tenant's Address for Notices:

Tesla Motors, Inc.
3500 Deer Creek Road
Palo Alto, CA 94304
Attention: Supercharger Team
Phone: (650) 681-5000
Email: superchargerlease@teslamotors.com

24-hour Technical Support & Service:
877-79-TESLA (877-798-3752)

2. **PREMISES:** Landlord hereby leases to Tenant six (6) parking spaces, up to five (5) feet of additional parking width to comply with the Americans with Disabilities Act of 1990 and approximately 200-400 square feet of landscaped space for equipment (the "**Premises**") on the property commonly known as Kingsland Welcome Center, located at 1190 East Boone Avenue, Kingsland, Georgia 31548, and as depicted on **Exhibit A** attached hereto (the "**Property**") in order to build an electric vehicle charging station to charge Tesla vehicles (the "**Supercharger Station**").
3. **CONSTRUCTION:** Upon delivery of possession of the Premises to Tenant, Tenant shall, at its sole expense, construct improvements as described in and pursuant to the procedures set forth in **Exhibit B**, attached hereto and made a part hereof, and will install certain trade fixtures indicated in **Exhibit B** (the "**Trade Fixtures**") as further described and defined in **Exhibit B**.
4. **INITIAL FOOTPRINT:** Six (6) parking spaces shall be outfitted with charge posts ("**Superchargers**") to charge Tesla vehicles. Initially, three (3) parking spaces shall serve as dedicated charging stalls to be used only by Tesla vehicles ("**Dedicated Stalls**"), and three (3) parking spaces shall serve as charging stalls to be used by Tesla vehicles and will also be available for general parking of non-Tesla vehicles for a maximum of sixty (60) minutes ("**Enabled Stalls**"). The Dedicated Stalls and Enabled Stalls and any applicable restrictions shall be identified by signage similar to the signage depicted in **Exhibit B**. Tenant shall have the option to convert Enabled Stalls into Dedicated Stalls on ten (10) days written notice in order to meet demand for charging services, subject to Landlord approval, which shall not be unreasonably withheld, conditioned or delayed.

5. **POSSESSION DATE:** The first date where Tenant may enter the Premises and Property to begin its work pursuant to the Lease is the day following the Effective Date (the "**Possession Date**").
6. **COMMENCEMENT DATE:** The Term shall commence on the date that the Supercharger Station is open to the public, which shall not be later than 180 days following the Possession Date (the "**Commencement Date**"), provided that no external permitting, utility or other requirements beyond Tenant's control delay the installation, despite the best efforts of Tenant.
7. **TERM:** The initial term of the Lease is five (5) years commencing on the Commencement Date (the "**Term**"). Tenant shall have the right to twice extend the Term, each extension shall be for an additional period of five (5) years (each a "**Renewal Term**") by providing written notice to Landlord no later than thirty (30) days prior to the expiration of the then current Term. In the event of a sale or transfer of the Property or Premises by Landlord while the Lease is in effect, Tenant's rights shall be conveyed with the Property or Premises.
8. **UTILITIES:** Tenant agrees to arrange for and pay the charges for all Tenant-related utility services provided or used in or at the Premises during the term of the Lease. Tenant shall pay directly to the utility company the cost of installation of any and all such Tenant-related utility services and shall arrange to have the utility service separately metered. Landlord shall not be responsible for any damages suffered by Tenant in connection with the quality, quantity or interruption of utility service, provided that the cause of the disruption or damage was not due to Landlord's gross negligence or willful misconduct.
9. **USE:** Tenant shall use and occupy the Premises during the Term for an electric vehicle charging station and incidental purposes, including generating photovoltaic electricity and operating an energy storage system. All use of the Premises by Tenant shall comply with applicable codes, laws, and ordinances.
10. **PAYMENT FOR CHARGING SERVICES:** Landlord shall have no right to request or accept payment from Tesla customers or any other third-parties in connection with Tesla charging services.
11. **MAINTENANCE:** Tenant shall be responsible for maintaining the Trade Fixtures. Additionally, any extraordinary maintenance of the Premises, or associated costs, which is directly attributable to only the Supercharger Station shall be the responsibility of, and borne by, Tenant. Notwithstanding the foregoing, Landlord's normal responsibility to maintain the common areas of the Property shall also apply to the Premises, such as for snow removal and garbage collection. Landlord agrees, pursuant and subject to the provisions of the following paragraph, to notify Tenant of any parking lot maintenance and coordinate with Tenant to attempt to ensure that all charging stalls remain available for vehicle charging at all times. Tenant may, in its discretion and at its sole cost, install security cameras and other equipment to monitor the Premises from off-site.
12. **TEMPORARY IMPAIRMENT:** Tenant agrees that Landlord shall have the right to temporarily access and/or temporarily restrict access to the Premises to perform maintenance on the Property and as otherwise contemplated in this Lease; provided, however, Landlord shall use

commercially reasonable efforts to minimize any impairment of the Premises and, except in the case of an emergency, shall notify Tenant at least thirty (30) business days in advance of impairment, noting date, time, duration, and scope of impairment. Without limiting the foregoing, Landlord and Tenant agree to cooperate in good faith to enable Tenant to provide a temporary charging stall to its customers in an alternative parking space in the Property (the "**Temporary Parking Space**") during any period of time where access to more than half of the parking spaces are restricted (the period of time the Temporary Parking Space is used by Tenant including, without limitation, during the installation of its equipment, the "**Temporary Use Period**"); provided that (i) during the Temporary Use Period, the Temporary Parking Space shall be deemed to be a part of the Premises under this Lease (including, without limitation, with respect to the insurance and indemnity obligations of Tenant), and (ii) after the Temporary Use Period, Tenant shall be responsible at its sole cost and expense for restoring the Temporary Parking Space to the condition prior to the Temporary Use Period.

13. **LANDLORD COVENANTS**: Landlord represents that they are the owner of the Property and that this Lease does not violate any agreement, lease or other commitment of Landlord. Landlord shall not take any action that would impair or interrupt the use of the Premises or the Trade Fixtures. Landlord agrees to notify Tenant **by any means indicated in Section 1 of this Lease** within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises or Trade Fixtures, or (ii) it obtains knowledge of a needed repair to the Premises or Trade Fixtures. If non-Tesla motorists repeatedly park in the Dedicated Stalls, thereby impairing use of the Dedicated Stalls, or if motorists repeatedly park in the Enabled Stalls for greater than the permitted duration, then the parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt.
14. **ASSIGNMENT**: Tenant shall not assign this Lease voluntarily or by operation of law, or any right hereunder, nor sublet the Premises or any part thereof, without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed.
15. **ALTERATIONS**: Excepting the items of **Exhibit B**, Tenant shall not make or permit to be made any alterations, changes in or additions to the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Upon termination of this Lease, unless terminated due to a default of Landlord, the Infrastructure (as defined in **Exhibit B**) shall become the property of Landlord; provided that all Trade Fixtures and all related intellectual property shall at all times remain the property of Tenant and all Trade Fixtures will be promptly removed by Tenant following termination of the Lease.
16. **SIGNS**: Tenant signage to be installed at the Premises is represented in **Exhibit B**, including an information placard and signs to identify Dedicated Stalls and Enabled Stalls. Any material revisions or additions to the signage depicted in **Exhibit B** shall be subject to Landlord approval, which shall not be unreasonably withheld, conditioned or delayed. In addition, Tenant shall be permitted to maintain way-finding signage on the Property subject to Landlord approval, which shall not be unreasonably withheld, conditioned or delayed. All signs shall be professionally prepared, installed and maintained at Tenant's expense.

17. **INDEMNIFICATION:** Except to the extent of any gross negligence or willful misconduct of Landlord, Tenant hereby agrees to indemnify, hold harmless and defend the Property, Landlord, its managers, members, agents and representatives from all liability, damages, loss, costs and obligations, including **but not limited to damages**, court costs and attorney's fees, on account of or arising out of or alleged to have arisen out of directly or indirectly, any claim of any third party related to Tenant's use of the Premises, **electrical shock directly resulting from use of the Trade Fixtures, or Tenant's faulty installation of Tenant Improvements**. Tenant shall promptly remove or bond any liens placed on the Property as a result of any claims for labor or materials furnished to or for Tenant at or for use on the Premises.
18. **DESTRUCTION:** Any partial or total destruction of the Premises shall, at Landlord's or Tenant's election, terminate the Lease.
19. **DEFAULT:** Each of the following shall constitute an "**Event of Default**" by Tenant under this Lease:
- (1) the failure by Tenant to perform or observe any material term or condition of the Lease and such failure continues for a period of thirty (30) days after receipt of written notice thereof, provided however, that if the nature of such default is such that the same cannot reasonably be cured within said thirty (30) day period, then Tenant shall have such additional time as is reasonably required to cure such failure provided Tenant commences to cure such failure within such 30-day period and proceeds to cure such failure with diligence and continuity; or
 - (2) the appointment of a receiver or trustee to take possession of all or substantially all of the assets of Tenant located at the Premises if possession is not restored to Tenant within sixty (60) days; or a general assignment by Tenant for the benefit of creditors; or any action or proceeding commenced by or against Tenant under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors and in the case of involuntary actions filed against the Tenant the same are not discharged within sixty (60) days after the date of commencement.
- Notwithstanding the above, in the case of (1) above, Landlord shall provide Tenant with an additional thirty (30) day cure period (the "**Cure Period**") during which Landlord may restrict access to the Premises, provided that no Event of Default shall be deemed to occur during the Cure Period.
20. **REMEDIES:** Landlord and Tenant acknowledge and agree that each party shall have all remedies available at law or in equity if the other party is in default under the terms of this Lease. If an Event of Default has occurred and is continuing, then Landlord, in addition to any other remedies given at law or in equity, may:
- (1) continue this Lease in effect by not terminating Tenant's right to possession of said Premises and thereby be entitled to enforce all Landlord's rights and remedies under this Lease; or

(2) bring an action to recover and regain possession of said Premises in the manner provided by the laws of eviction of the State where the Premises are located then in effect.

21. **INSURANCE:** Tenant shall carry commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) for bodily injury or death and property damage and an umbrella insurance policy of not less than Two Million Dollars (\$2,000,000). A certificate evidencing such insurance shall be delivered to Landlord upon the execution of this Lease and from time to time thereafter as may be requested by Landlord. Upon request, Tenant shall include Landlord as additional insured on its commercial general liability and umbrella insurance policies. Tenant will also carry worker's compensation insurance in accordance with state and federal law.
22. **CONFIDENTIALITY AND PUBLICITY:** Tenant and Landlord agree that the terms of this Lease are confidential information, and both parties agree not to disclose such confidential information to any person or entity other than (i) financial, legal and space planning consultants that have a "need to know" such confidential information and (ii) as required by law. Neither party will use the other party's name, trademark or logo without such other party's prior written consent. **However, this provision shall not be enforceable to the extent disclosure is required by court order or the Georgia Open Records Act.**
23. **NOTICES:** All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in Section 1 above. Landlord and Tenant may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraph.
24. **BROKERS:** Landlord and Tenant represent to each other that each has dealt with no broker and each hereby agrees to indemnify and hold the other harmless from any claims for any such commissions or fees.
25. **SUCCESSORS AND ASSIGNS:** This Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns.
26. **GOVERNING LAW:** This Lease shall be governed by the laws of the State of Georgia. And any suit to enforce the terms of this agreement shall be brought in the Camden County Superior Court.
27. **TIME:** Time is of the essence in this Lease.
28. **COUNTERPARTS:** This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Signed copies transmitted electronically in PDF or similar format shall be treated as originals.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto hereby execute this Lease as of the Effective Date first written above.

LANDLORD:

TENANT:

Kingsland Development Authority

Tesla Motors, Inc.

An instrumentality of the City of Kingsland, a Delaware corporation
Georgia

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

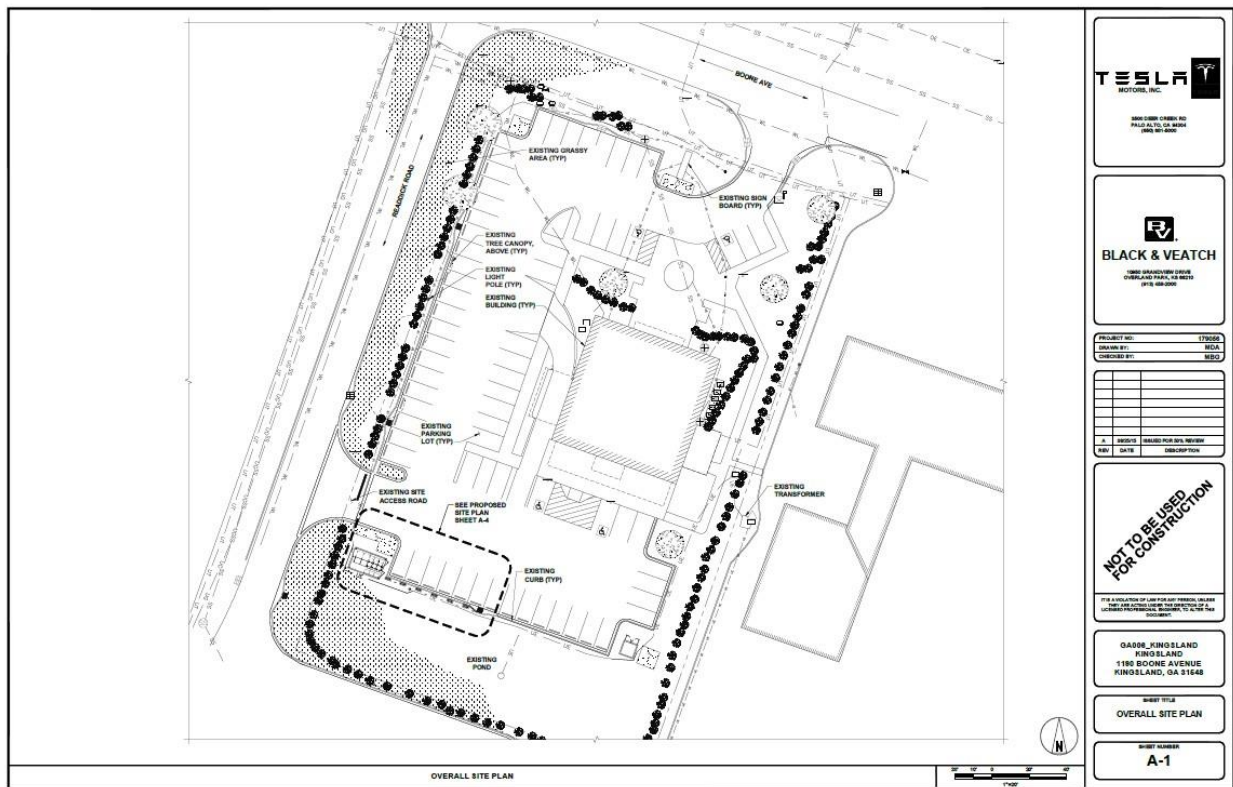
Attachment: Tesla Lease Agreement 09 2015 (1444 : Approval - Tesla Super Charger Lease Agreement)

EXHIBIT A

Premises and Property Depiction and Address

Property Address: 1190 Boone Avenue, Kingsland, GA 31548

Premises and Property Depiction:



Attachment: Tesla Lease Agreement 09 2015 (1444 : Approval - Tesla Super Charger Lease Agreement)

EXHIBIT B Tenant

Improvements

Tenant shall install the Supercharger Station on the Premises pursuant to the terms of this **Exhibit B**. Tenant installation shall include the installation of the infrastructure for the Supercharger Station, which may include power supply, utility connections, concrete pads, conduit and wiring (the “**Infrastructure**”).

The Supercharger Station will also include certain trade fixtures as determined by Tenant, which may include, without limitation, the charger cabinets (“**Supercharger Cabinets**”), Superchargers, switchgear, signage, fence or other visual barriers, canopy, solar panels, and an energy storage system (the “**Trade Fixtures**”).

The Trade Fixtures to be installed as of the Commencement Date will include the following:

- Three (3) Superchargers Cabinets
- Six (6) Superchargers
- Switchgear and meter panel
- Signage

The installation of the Infrastructure and the Trade Fixtures is collectively referred to as the “**Tenant Improvements**.” Tenant will not perform the Tenant Improvements until the plans and specifications, including exact locations, have been approved by Landlord, which approval may be by e-mail communication and shall not be unreasonably withheld, conditioned or delayed. All Tenant Improvements shall at all times comply with applicable laws, codes and ordinances and Infrastructure and Trade Fixtures shall be installed, maintained and replaced at Tenant’s sole cost.

Signage

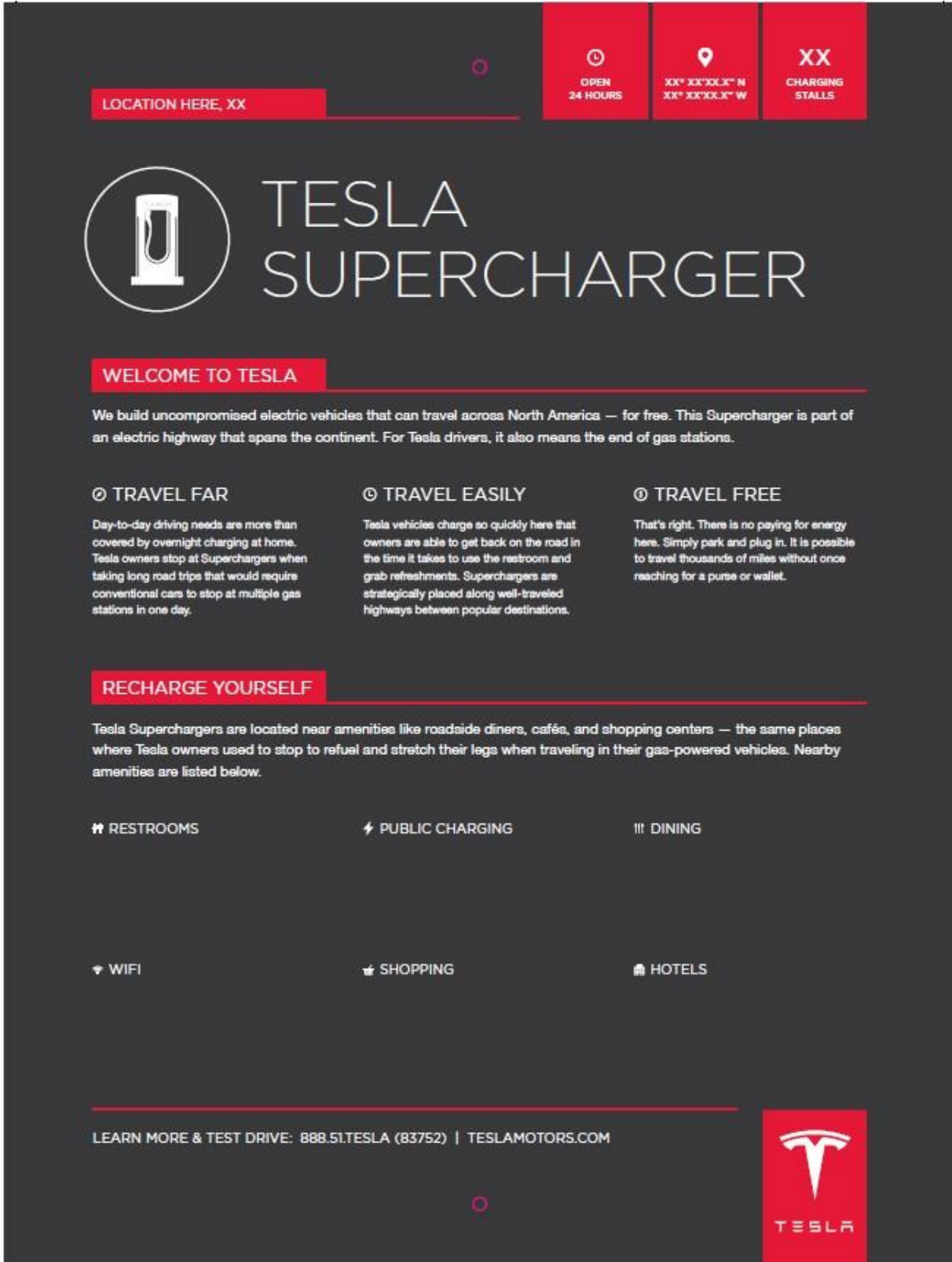
Dedicated Stall Sign Example



Enabled Stall Sign Example



Information Placard Example



LOCATION HERE, XX

OPEN
24 HOURS

XX° XX'XX.X" N
XX° XX'XX.X" W

XX
CHARGING
STALLS

 **TESLA
SUPERCHARGER**

WELCOME TO TESLA

We build uncompromised electric vehicles that can travel across North America — for free. This Supercharger is part of an electric highway that spans the continent. For Tesla drivers, it also means the end of gas stations.

⌚ TRAVEL FAR
Day-to-day driving needs are more than covered by overnight charging at home. Tesla owners stop at Superchargers when taking long road trips that would require conventional cars to stop at multiple gas stations in one day.

⌚ TRAVEL EASILY
Tesla vehicles charge so quickly here that owners are able to get back on the road in the time it takes to use the restroom and grab refreshments. Superchargers are strategically placed along well-traveled highways between popular destinations.

⌚ TRAVEL FREE
That's right. There is no paying for energy here. Simply park and plug in. It is possible to travel thousands of miles without once reaching for a purse or wallet.

RECHARGE YOURSELF

Tesla Superchargers are located near amenities like roadside diners, cafés, and shopping centers — the same places where Tesla owners used to stop to refuel and stretch their legs when traveling in their gas-powered vehicles. Nearby amenities are listed below.

🚻 RESTROOMS ⚡ PUBLIC CHARGING 🍴 DINING

📶 WIFI 🛍 SHOPPING 🏨 HOTELS

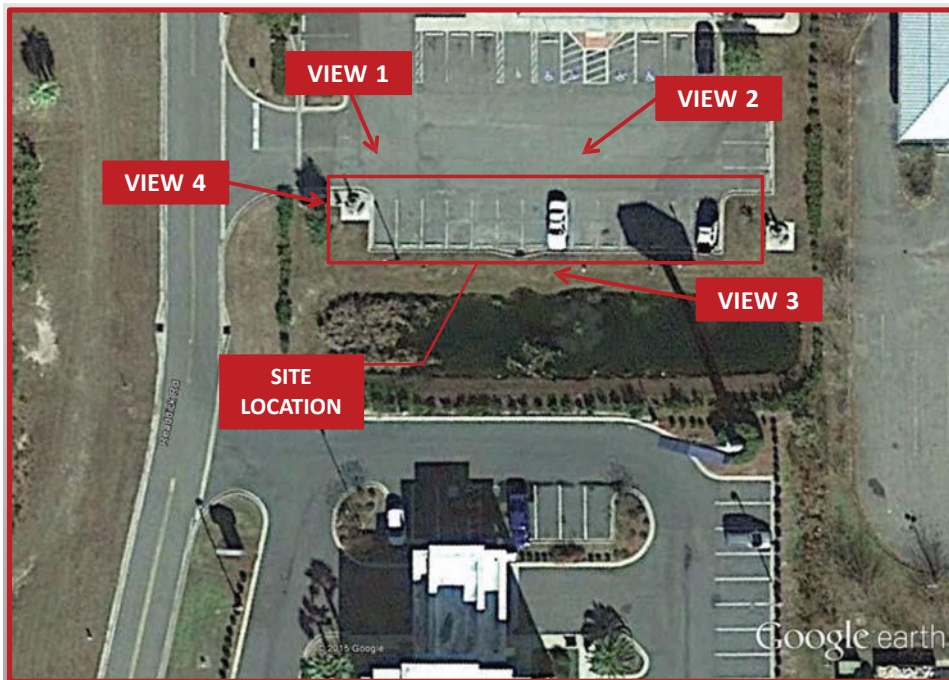
LEARN MORE & TEST DRIVE: 888.51.TESLA (83752) | TESLAMOTORS.COM



Approximate dimensions: 18' x 24'

PHOTOGRAPHIC SIMULATION

PROPOSED CHARGING STATION



SITE NUMBER:	GA006_KINGSLAND
SITE NAME:	KINGSLAND
SITE ADDRESS:	1190 BOONE AVENUE KINGSLAND, GA 31548
DATE:	08/31/15
APPLICANT:	TESLA MOTORS INC.
CONTACT:	RUSSELL POLLOM BLACK & VEATCH (913) 458-6274

VIEW 1

PROPOSED PEDESTRIAN
LIGHT POLE



EXISTING CONDITIONS

PROPOSED CURB

PROPOSED TESLA
CHARGING STATION

PROPOSED TESLA
EQUIPMENT ENCLOSURE

PHOTOGRAPHIC SIMULATION

VIEW 2

PROPOSED PEDESTRIAN
LIGHT POLE



EXISTING CONDITIONS

PROPOSED CURB

PROPOSED TESLA
CHARGING STATION

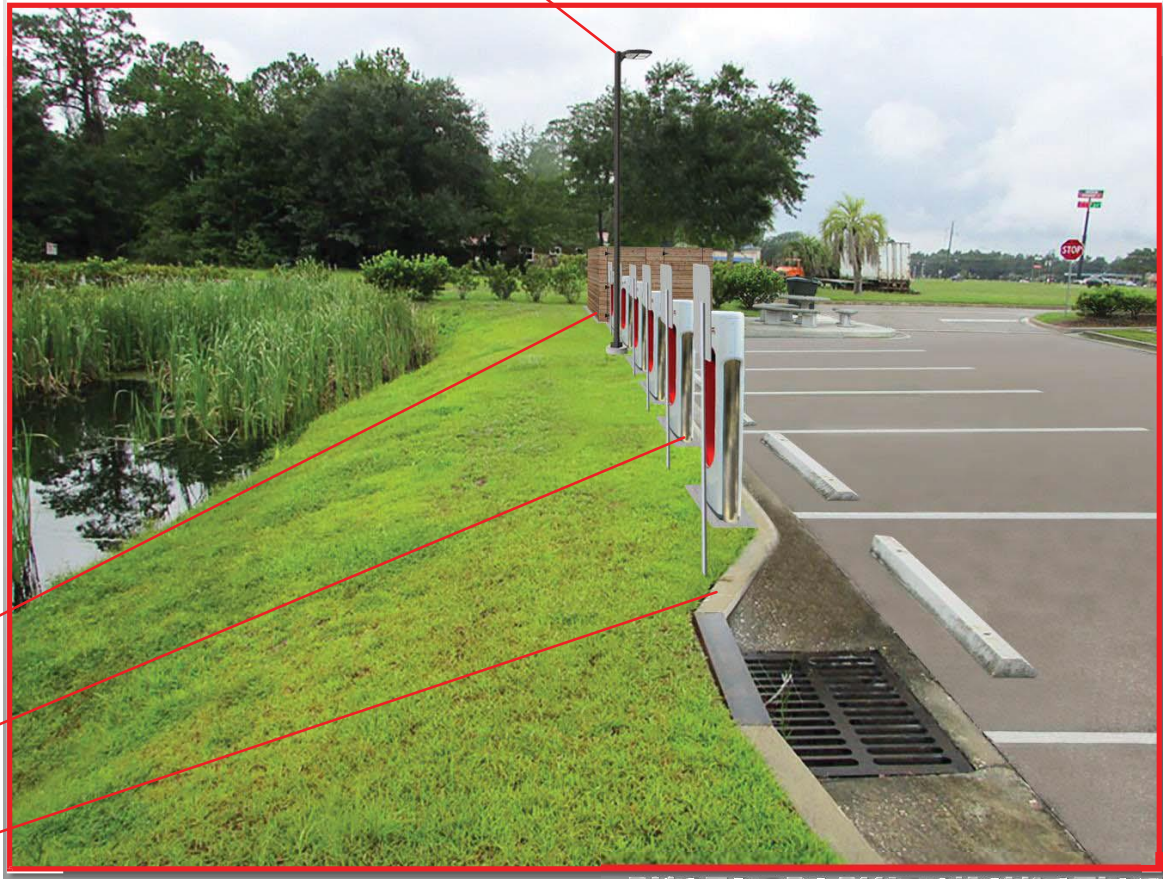
PROPOSED TESLA
EQUIPMENT ENCLOSURE



PHOTOGRAPHIC SIMULATION

VIEW 3

PROPOSED PEDESTRIAN
LIGHT POLE



PROPOSED TESLA
EQUIPMENT ENCLOSURE

PROPOSED TESLA
CHARGING STATION

PROPOSED CURB



EXISTING CONDITIONS

PHOTOGRAPHIC SIMULATION

VIEW 4

PROPOSED PEDESTRIAN
LIGHT POLE



EXISTING CONDITIONS

PROPOSED UTILITY
TRANSFORMER

PROPOSED CURB

PROPOSED TESLA
CHARGING STATION

PROPOSED TESLA
EQUIPMENT ENCLOSURE

PHOTOGRAPHIC SIMULATION



311 South East Street
Kingsland, GA 31548

Telephone: (912) 729-5687
Fax: (912) 729-1489

Dr. William C. Hardin, Superintendent

Contracted Services Agreement

Name of Individual or Business
Address

City of Kingsland
P.O. Box 250 - 105 West William Ave
Kingsland, GA 31548

Social Security Number or
Tax Identification Number

58-6000601

Date(s) of Service:

July 1, 2015 – June 30, 2016

Type of Service Provided:

School Resource Officers

Contracted Service Fee @ _____ X Not to Exceed = \$119,500.00

Other (Explain) _____ \$ _____

_____ \$ _____

Total \$119,500.00

CITY MANAGER'S SIGNATURE

Date 9/1/15

ADMINISTRATOR'S SIGNATURE

Date 9/1/15

SUPERINTENDENT'S SIGNATURE

Date _____

Accounting Code: 100-6-2600-595.00-9990-20-0-000126
100-6-2600-595.00-9990-31-0-000126

TRS Approval:

____ Not Applicable
____ Granted
____ Not Granted

Board Members:

Herbert Rowland, Chairperson · Daniel Simpson, Vice-Chairperson

Doug Benton · Jimmy Coffel · Jane Brown

Memorandum of Understanding Employment and Utilization of School Resource Officers

The Camden County School System, the City of Kingsland, and the Kingsland Police Department will partner with one another to help provide a safe and secure learning environment at Camden County High School and Camden Middle School. The employment of School Resource Officers will be an integral part meeting this objective. Officers will not only assist in maintaining this safe environment, they will also provide opportunities for counseling and mentoring students as well as delivering prevention and education programs.

Specific Goals and Objectives

The following goals and objectives will be the focus of the School Resource Officer's Duties.

1. Increase awareness and effectiveness of community based policing programs.
2. Increase the effectiveness of the "Drug Free School Zone" policy through intervention and education programs at the school level.
3. Monitor and mentor, or counsel students consistent with the law and orders of the court, who are on probation for violations of both school rules and community laws.
4. Assist in improving the communication between the Juvenile Court system and the school officials.
5. Assist in developing programs that are aimed at preventing, reducing or responding to gang related activities.
6. Assist in activities that will decrease the truancy rates.
7. Assist in developing and implementing school safety programs.
8. Assist with disruptive students and violations of the law under the direction of the school principal.
9. Educate school officials and students in crime prevention and safety issues.
10. Assist in conflict resolution with students.
11. Assist in developing and maintaining school policies that address school safety, crime, emergencies and recommended procedural changes.
12. Assist in the identification of physical changes in the environment that may reduce crime in or around the school campus.

Program Issues

A. Supervision Responsibility of the SRO

The SRO's will be assigned as full-time officers to Camden County High School and Camden Middle School. They will accept the responsibilities of a full-time faculty member and will be under the supervision of the building principal or his/her designee. The SRO work schedule and overtime hours will be the direct responsibility of the principal. Evaluation will be performed by the principal.

B. Decision Making Authority

The SRO's will follow the policies and guidelines set forth by the Camden County School system while assigned to a school campus. The SRO does not, however, relinquish the responsibility to enforce the laws of the city or state when he/she witnesses a criminal violation. Statement, searches, interrogations or formal counseling of students must meet the requirements established by the building principal and the law.

C. Roles and Responsibilities

The City of Kingsland and the Kingsland Police Department will accept the following responsibilities for the implementation of the School Resource Officer Program:

- A. Receipt and distribution of funds to the SRO including salary, overtime, benefits, insurance, workman's compensation, unemployment benefits, and social security.
- B. Completion of program reports as requested by the Camden County School System and other agencies.
- C. Completion of annual financial reports or audit requirements as required by the Camden County School System.
- D. Oversee the, coordination, research and implementation of grant opportunities in cooperation with the Camden County School System.
- E. The Camden County School System will indemnify and hold harmless the City of Kingsland, the Kingsland Police Department, and the School Resource Officers for the actions and inactions of the School Resource Officers

The Camden County School System will accept the following responsibilities for the implementation of the School Resource Officer Program:

- A. Disbursement of City of Kingsland funds equal to an amount stipulated in a contract for purchased services agreed to by the Camden County School System and the City of Kingsland to provide SRO services between July 1, 2015 and June 30, 2016.
- B. Assignment of the SRO's to offices at Camden County High School and Camden Middle School, with the appropriate administrative supplies necessary to fulfill the goals and objectives of the program.
- C. Assist in the researching and completion of any future grant opportunities.
- D. Coordinate after school activities with the SRO's to provide for direct supervision by either the SRO's or other law enforcement authorities.

Mayor, City of Kingsland, Georgia

Date

Chief of Police, City of Kingsland, Georgia

Date

Will E. Hench

Superintendent, Camden County Schools

9/1/15

Date

City of Kingsland, GA
School Resource Officers' Salary Package 2015-2016

Annual	High School SRO	9th Grade SRO	Middle School SRO
Salary	\$ 37,981	\$ 33,280	\$ 33,280
Estimated Overtime	\$ -	\$ -	\$ -
FICA (7.65%)	\$ 2,906	\$ 2,546	\$ 2,546
Workers Comp(5.50%)	\$ 2,089	\$ 1,830	\$ 1,830
Retirement (11.88%)	\$ 4,512	\$ 3,954	\$ 3,954
Health Benefits	\$ 6,234	\$ 128	\$ 84
Life Insurance Benefits	\$ 88	\$ 88	\$ 88
Subtotal	\$ 53,810	\$ 41,826	\$ 41,782
Total	\$ 53,810	\$ 41,826	\$ 41,782
Grand Total	\$ 137,418		

STATE OF GEORGIA
CAMDEN COUNTY

**CITY OF KINGSLAND
SERVICES CONTRACT**

This Services Contract (this “Contract”) made and entered into as of _____, 2015, by and between the **CITY OF KINGSLAND, acting by and through its Mayor and City Council (the “City”)** and the **CAMDEN COMMUNITY CRISIS CENTER, INC.**, a non-profit corporation created pursuant to the laws of the State of Georgia (the “Center”).

RECITALS

WHEREAS under the laws of the State of Georgia family violence between past or present spouses, persons who are parents of the same child, parent and children stepparents and stepchildren, for the parents and foster children, or other persons living or formerly living in the same household is a continuing problem;

WHEREAS the Police Department of the City of Kingsland is required to intervene in family violence situations to protect certain innocent person or persons from scenes of actual or potential violence;

WHEREAS as the Center provides a shelter for victims of family violence when the Police Department finds it necessary for the safety of the victim or potential victim to be removed from an unsafe environment.

WHEREAS the Center provides food, shelter, and clothing and other services for victims(s) of family violence;

WHEREAS the city desires to retain the services of the Center to provide a safe

shelter to residents of the City of Kingsland exposed to or a victim of family violence.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises and the mutual covenants, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals.

The recitals herein before set forth are true.

2. Terms of Contract.

This Contract shall be for an initial period of one (1) year commencing on _____, 2016 and terminating on _____, 2016, unless sooner terminated in accordance with the provisions of this Agreement, or as extended by written agreement of the parties.

2. Payment.

The City shall pay to the Center for its services to victims of family violence the sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$ 7,500.00), per year, which shall be payable on the ____ day of _____ of each year , until this Contract is terminated.

3. Events of Default; Remedies.

The following occurrences shall constitute Events of Default hereunder:

- (a) Center fails to provide the services required of Center _____ a period time, in family violence situations;
- (b) Fails to assist the City Police in family violence occurrences;
- (c) Dissolution of the existence of the Center;
- (d) Any legal or equitable action is commenced against Center which, if adversely

determined, could reasonably be expected to impair substantially the ability of the Center to perform each and every obligation under this Contract; and

(e) Upon the occurrence of any Event of Default, the City may declare this Contract null and void without prior notice to the Center. All unearned city Funds shall be returned to the City.

5. General Conditions.

(a) No Waiver. No Waiver or any provision of this Contract shall waive any other provision of this Contract or preclude the City from declaring a default if the Center is unable to satisfy any such provisions or perform hereunder.

Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail to the other party hereto at the address set forth herein, with instruction to show to whom delivered and return receipt requested. Each party may notify the other by the same process of any change of such address. Loan requests and disbursements and other routine contract administration may be conducted by regular mail.

If to City: CITY OF KINGSLAND
ATTN: City Manager
P.O. Box 250
KINGSLAND, GEORGIA 31548

With a Copy to (which shall not constitute notice):
CITY OF KINGSLAND CITY ATTORNEY
James R. Coppage
Attorney at Law
3176 Cypress Mill Rd.
Brunswick, GA 31525

If to Center:

CAMDEN COMMUNITY CRISIS CENTER, INC.

ATTN: Director

P.O Box 5159

St. Marys, GA 31558

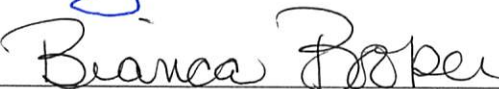
7. Remedies Cumulative: The remedies provided for the City herein shall not be exclusive but shall be concurrent, in addition to and cumulative of any other remedies the City may have by law. The failure to seek or exercise any remedy shall not be deemed a waiver or foreclose any subsequent remedy.
8. Assignment. This Contract may not be assigned by the Center without the advance written consent of the City.
9. Continuity. This Contract shall be binding upon the legal representative, successors and assigns of each party and shall inure to their benefit; provided, however, that nothing herein said shall be deemed to limit any restriction on assignment imposed upon the Center.
10. Georgia Contract. This Contract shall be governed by and construed in accordance with the laws of the State of Georgia.
11. Counterparts. This Contract is executed in two counterparts, which are separately numbered, but each of which is deemed one and the same instrument as the other.
12. Time of Essence. Time is of the essence of this Contract.
13. Entire Agreement. This Contract contains the entire terms of this agreement and transaction. They may not be changed, waived or discharged in whole or in part, except by written instrument executed by the party sought to be charged therewith.

14. Severability. If any provision of this Contract, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, any remaining provisions of this Contract shall survive and be applied, and together with the invalid or unenforceable portion shall be construed reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

IN WITNESS WHEREOF, the **CAMDEN COMMUNITY CRISIS CENTER, INC AND THE CITY OF KINGSLAND** have caused these presents to be signed, sealed and delivered all as of the date hereof.

CAMDEN COMMUNITY CRISIS CENTER, INC.

By: 

Attest: 
Its Secretary

CITY OF KINGSLAND, GEORGIA

By: _____
Its Mayor

Attest: _____
Its Clerk

City of Kingsland
SCADA Hardware Purchase-Revised
Dell Quote
9/1/2015

Description	For	Qty	Unit Price	Total Price
Dell PowerEdge Server	SCADA Server	1	\$2,794.87	\$2,794.87
Dell Flat Panel Monitor	Server monitor	1	\$200.19	\$200.19
Precision WS T1700	Water Workstations	2	\$1,205.76	\$2,411.52
Precision WS T1701	Wastewater Workstations	2	\$1,205.76	\$2,411.52
Precision WS T1702	Aqua Aerobics System	2	\$1,205.76	\$2,411.52
				<u>\$10,229.62</u>

Attachment: Copy of Scada System Dell Quote (1461 : Approval Of: Revised SCADA Hardware Purchase)

City of Kingsland
Bid Tabulation

10.6.a

Commercial Grade Zero Turn Mower

Tuesday, September 1, 2015

Name of Bidder	Brand	Model	Total Quote
Emery Lawn & Tractor	KUBOTA ZERO TURN	Z725KH-60	\$7,450.00
Hilliard Truck	GRAVELY	991117	\$6,700.00
Hilliard Truck	HUSQVARNA	PZ 60	\$7,600.00
Hilliard Truck	CUB CADET	TANK SZ 60 EFI	\$9,860.00
Tait Lawn Products	SCAG Tiger Cat	STC61V-26CV-EFI	\$7,343.00
Tait Lawn Products	SCAG Turf Tiger	STT61V-26CH-EFI	\$9,050.00

Attachment: Bid Tabulation-Zero Turn Mower-Sept 1 2015 (1454 : Bid Approval: Commercial Grade Zero Turn Mower)