



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • DECEMBER 17, 2024

Regular Meeting

City Council Chamber

6:00 PM

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

I. PUBLIC HEARING - STARTS AT 6:00PM

1. Public Hearing - Eminent Domain for the Purpose of acquiring a Permanent Easement for Public Utility Purposes -

The City of Kingsland has determined that it is necessary to acquire a permanent easement for public utility purposes, specifically water and/or sewer infrastructure, over property identified as Camden County Tax Parcel 108E 121.

II. CALL TO ORDER AND WELCOME GUESTS

III. ROLL CALL

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

Mayor
Councilman
Councilman
Councilwoman
Mayor Pro Tem

IV. INVOCATION AND PLEDGE TO THE FLAG

V. CONSENT DOCKET

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

VI. RECOGNITION

1. Recognition of: Councilman James Galloway -

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

IX. NEW BUSINESS

1. Approval Of: Intergovernmental Agreement for SPLOST IX -

Intergovernmental Agreement for the use and distribution of proceeds from the 2025 SPLOST (Special Local Option Sales Tax) for Capital Outlay Projects.

Staff recommends approval.

2. Approval of: Ordinance 2024-13 - Municipal Utilities Protection -

An Ordinance to promote the safety and protection of Municipal Utilities in compliance with the Georgia Utilities Protection Act, providing for penalties, cost recovery and reimbursement of damages, and suspension of building permits for violations.

Staff recommends approval.

3. Approval of: Resolution 2024-17 - Eminent Domain to Acquire a Permanent Easement - Parcel 108E 121 -

A resolution authorizing the exercise of eminent domain to acquire a permanent easement for public utility purposes on property identified as Camden County Tax Parcel 108E 121.

Staff recommends approval.

4. Approval of: Georgia Emergency Management Agency (GEMA) Subrecipient Agreement for Hurricane Helene Disaster Relief -

Approval of a Federal assistance Subrecipient Agreement for FEMA DR-4830-GA Hurricane Helene.

Staff recommends approval

5. Approval of: Mutual Aid Agreement with Naval Submarine Base Kings Bay -

Pursuant to 42 U.S.C. §1856a, DODI 6055.06, and OPNAVINST 11320.23G, the Parties enter into a Mutual Aid Agreement (MAA) to provide personnel and equipment required for the protection of life and property from fire; emergency response services including emergency medical services, hazardous material response, and technical rescue events within the scope of services provided by each department.

Staff recommends approval.

6. Approval Of: Royal Parkway Sidewalk Change Order #1 -

Additional survey data necessary for the final preparation of the Construction Plans, an increase of \$3,850.00. Survey work is for the north side of Royal Parkway and is required to facilitate the revised sidewalk location design and spot staking required for Atlanta Gas Light excavation points.

Staff recommends approval

7. Bid Award: 2025 LMIG Road Resurfacing Grant Project -

Bid award for GDOT 2025 Local Maintenance & Improvement Grant (LMIG) road resurfacing project. Low Bid is East Coast Asphalt for \$384,625.00/120 day completion. Required 30% grant match available in SPLOST VIII.

Staff recommends Low Bid, East Coast Asphalt.

8. Bid Award: Purchase of Four (4) 3/4 Ton Utility Body Pick Up Trucks -

Two trucks are for public works, one is for water/sewer operations, and one is for the utility maintenance crew. All four trucks are under budget.

Staff recommends Bennett CDJR for a total cost of \$303,811.

9. Bid Award: Purchase of Four (4) 1/2 Ton Pick Up Trucks -

Two trucks are for public works, one is for water treatment plant, and one is for waste water treatment plant. All four trucks are under budget.

Staff recommends, low bid, Bennett CDJR for a total cost of \$159,761.75.

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 12/17/24 06:00 PM
Department: City Clerk
Category: Public Hearing
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 4632)

DOC ID: 4632

Public Hearing - Eminent Domain for the Purpose of acquiring a Permanent Easement for Public Utility Purposes

The City of Kingsland has determined that it is necessary to acquire a permanent easement for public utility purposes, specifically water and/or sewer infrastructure, over property identified as Camden County Tax Parcel 108E 121.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 12/17/24 06:00 PM
Department: City Clerk
Category: Recognition
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 4636)

DOC ID: 4636

Recognition of: Councilman James Galloway



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 12/17/24 06:00 PM
Department: City Clerk
Category: Agreement
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 4634)

DOC ID: 4634

Approval Of: Intergovernmental Agreement for SPLOST IX

Intergovernmental Agreement for the use and distribution of proceeds from the 2025 SPLOST (Special Local Option Sales Tax) for Capital Outlay Projects.

Staff recommends approval.

STATE OF GEORGIA

COUNTY OF CAMDEN

INTERGOVERNMENTAL AGREEMENT
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE
2025 SPECIAL PURPOSE LOCAL OPTION SALES TAX
FOR CAPITAL OUTLAY PROJECTS

THIS AGREEMENT is made and entered this the ____ day of _____, 2024 by and between Camden County, a political subdivision of the State of Georgia (the “County”), and the City of Kingsland, the City of St. Marys and the City of Woodbine, municipal corporations of the State of Georgia (the “Municipalities”, individually and collectively), and the Public Service Authority (the “PSA”).

WITNESSETH:

WHEREAS, O.C.G.A. § 48-8-110 *et seq.* (the “Act”), authorizes the levy of a one (1%) percent County Special Purpose Local Option Sales Tax (the “SPLOST”) for the purposes of financing capital outlay projects for the use and benefit of the County, qualified municipalities, and the Public Service Authority (PSA) within the County; and

WHEREAS, the County, Municipalities, and the PSA met to discuss possible projects for inclusion in the SPLOST referendum on the 18th day of March 2025 in conformance with the requirements of O.C.G.A. § 48-8-111 (a); and

WHEREAS, the County, Municipalities, and the PSA have negotiated a division of the Special Purpose Local Option Sale Tax proceeds as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual promises and understanding made in this Agreement, and for other good and valuable consideration, the County, Municipalities, and the PSA consent and agree as follows:

Section 1. Representations and Mutual Covenants

(A) The County makes the following representations and warranties which may be specially relied upon by all parties as a basis for entering this Agreement.

- (i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia:
- (ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and
- (iii) This Agreement is a valid, binding, and enforceable obligation of the County; and
- (iv) The County will take all actions necessary to call an election to be held in all voting precincts of the County on the 18th day of March 2025 for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the special district of Camden County for a period of six (6) years or twenty-four (24) quarters, commencing on the 1st day of July 2025, to raise an estimated \$85,000,000.00 to be used for funding the projects specified in Exhibit “A” attached hereto and incorporated herein by reference for any and all purposes as provided by law.

(B) Each of the Municipalities makes the following representations and warranties which may specially relied upon by all parties as a basis for entering this Agreement.

- (i) Each Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia;
- (ii) The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of each Municipality;
- (iv) Each Municipality is a qualified municipality as defined by O.C.G.A. § 48-8-110 (4); and
- (v) Each Municipality is located entirely within the geographic boundaries of the special tax district created in the County.

(C) The Public Service Authority (“PSA”) is:

- (i) a body corporate and politic created pursuant to 1991 Ga. Laws, p. 4189, § 1 as an instrumentality of the State of Georgia and a public corporation thereof;
- (ii) has all requisite power and authority under the Constitution and laws of the State of Georgia to (a) adopt this Intergovernmental Agreement, (b) enter into and execute Contracts, and (c) to perform the transactions contemplated on its part by this Intergovernmental Agreement.

(D) It is the intention of the County, Municipalities, and the PSA to comply in all respects with O.C.G. A. § 48-8-110 *et seq.* and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110 *et seq.*

- (E) The County, Municipalities, and the PSA agree to promptly proceed with the acquisition, construction, equipping and installation of the projects specified in Exhibit “A” of this Agreement and in accordance with the priority order referenced in Section 8 of the Agreement.
- (F) The County, Municipalities, and the PSA agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and remain in public ownership. In the event that the real property on which a project funded with SPLOST proceeds is sold and transferred to private ownership, the proceeds of the sale shall be deemed, for the purposes of this Agreement, to constitute excess funds for the respective governing authority in which the sale occurred. If the respective governing authority has existing debt, then those excess funds shall first be applied toward the repayment of such debt. However, if no such debt exists, then the excess funds shall be used to reduce property taxes or for another public purpose that would otherwise require funding through property taxes. This subsection applies exclusively to the sale of real property on which a project funded with SPLOST proceeds was developed and does not apply to the sale or transfer of other types of assets or improvements.
- (G) The County, Municipalities, and the PSA agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective county or municipality as required fulfilling the terms of this Agreement.

Section 2. Conditions Precedent

- (A) The obligations of the County, Municipalities, and the PSA pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A. § 48-8-111 (a).
- (B) This agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111 (b) through (e).
- (C) This Agreement is further conditioned upon the collecting of the SPLOST revenues by the State Department of Revenue and transferring same to the County.

Section 3. Effective Date and Term of the Tax

The SPLOST, subject to approval in an election to be held on the 18th day of March 2025, shall continue for a period of six (6) years or twenty-four (24) quarters with collections beginning on the 1st day of July 2025.

Section 4. Effective Date and Term of This Agreement

This agreement shall commence upon the date of its execution and shall terminate upon the later of:

- (i) The official declaration of the failure of the election described in this Agreement;
- (ii) The expenditure by the County and all of the Municipalities of the last dollar of money collected from the Special Purpose Local

Option Sales Tax after the expiration of the Special Purpose Local
Option Sales tax; or

(iii) The completion of all projects described in Exhibit “A”.

Section 5. County SPLOST Fund; Separate Accounts: No Commingling

- (A) A special fund or account shall be created by the County and designated as the 2025 Camden County Special Purpose Local Option Sales Tax Fund (“SPLOST Fund”).
- (B) Each Municipality and the PSA shall create a special fund to be designated as the 2025 (City of Kingsland, or City of St. Marys or City of Woodbine, or Public Service Authority) Special Purpose Local Option Sales Tax Fund – **2025 #9**. Each Municipality and the PSA shall select a local bank which shall act as a depository and custodian of the SPLOST proceeds received by each municipality upon such terms and conditions as may be acceptable to the Municipality.
- (C) All SPLOST proceeds shall be maintained by the County, Municipality, and the PSA in the separate accounts or funds established pursuant to this Section of the Agreement. Except as provided in Section, 6, SPLOST proceeds shall not be commingled with other funds of the County, Municipalities, and the PSA and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

Section 6. Procedure for Disbursement of SPLOST Proceeds

- (A) Upon receipt by the County of SPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds

in the SPLOST Fund. The monies in the SPLOST Fund shall be held and applied to the cost of acquiring, construction and installing the County capital outlay projects listed in Exhibit “A” and as provided in Paragraph B of this Section.

- (B) The County, following deposit of the SPLOST proceeds in the SPLOST Fund shall within ten (10) business days disburse the SPLOST proceeds due to each Municipality and the PSA according to the schedule on Exhibit “A”. The proceeds shall be deposited in the separate funds established by each Municipality and the PSA in accordance with Section 5 of this Agreement.
- (C) Should any Municipality or the PSA cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality’s and PSA share of the funds subsequent to dissolution shall be paid to the County as part of the County’s share unless an act of the Georgia General Assembly makes the defunct Municipality or Authority part of another successor municipality or Authority. If such act is passed, the defunct Municipality’s or Authority’s share shall be paid to the successor Municipality or Authority in addition to all other funds to which the successor Municipality or Authority would otherwise be entitled. Any such successor Municipality or Authority, or the County, if no such successor is established by an act of the Georgia General Assembly, shall continue to fulfill the projects outlined for the Municipality or Agency in Exhibit “A” which is attached hereto and incorporated herein this Agreement.

Section 7. Projects

All capital outlay projects to be funded in whole or part from SPLOST proceeds, are listed in Exhibit “A” which is attached hereto and incorporated herein this Agreement.

Section 8. Priority and Order of Project Funding

Projects shall be fully or partially funded and constructed in accordance with the Schedule stated on Exhibit “A” of this agreement. Except as provided in Paragraph B and Paragraph C of section 9 of this Agreement, any change to the priority or schedule must be agreed to in writing by all parties to this Agreement.

Section 9. Completion of Projects

- (A) The County, Municipalities, and the PSA acknowledge that the costs for each project described in Exhibit “A” are estimated amounts.
- (B) If a county project has been satisfactorily completed at a cost less than the estimated cost for the project in Exhibit “A”, the County may apply the remaining unexpended funds to any other county project as stated on Exhibit “A”.
- (C) If a municipality project has been satisfactorily completed at a cost less than the estimated cost for the project in Exhibit “A”, the Municipality may apply the remaining unexpended funds to any other project as stated on Exhibit “A” for that municipality.
- (D) The County, Municipalities, and the PSA agree that each SPLOST project associated with this Agreement shall be completed or substantially completed within five (5) years after the termination of the SPLOST. Any SPLOST proceeds held by the County, Municipality, or the PSA at the end of five (5)

year period shall, for the purposes of this Agreement, be deemed excess funds and distributed to the County and Municipalities based upon the 2020 Census per capita population split.

- (E) In the event that SPLOST proceeds exceed the \$85 million estimate stated in the referendum, such funds shall be deemed Additional SPLOST Funds and shall be distributed to the County and Municipalities based upon the 2020 Census per capita population split. These Additional SPLOST Funds shall be used by each respective governing authority to complete any remaining unfinished approved projects as listed in Exhibit “A.” Once all approved projects have been completed, any remaining Additional SPLOST Funds shall thereafter be deemed excess funds. If the respective governing authority has existing debt, then those excess funds shall first be applied toward the repayment of such debt. However, if no such debt exists, then the excess funds shall be used to reduce property taxes or for another public purpose that would otherwise require funding through property taxes.

Section 10. Certificate of Completion

Within thirty (30) days after the acquisition, construction or installation of a municipal project listed in Exhibit “A” is completed, the Municipality or Authority owning the project shall file with the County a Certificate of Completion signed by the Mayor of the respective Municipality, or Chairman of the respective Authority, setting forth the date on which the project was completed, and the final cost of the project.

Section 11. Expenses

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement and shall be reimbursed for the actual costs of administration of the SPLOST Fund. Furthermore, the County and Municipalities shall be jointly responsible on a per capita basis for the cost of holding the SPLOST election. The County shall be reimbursed for the costs of the election including the Municipalities' share of such costs out of SPLOST proceeds deposited in the SPLOST Fund.

Section 12. Audits

(A) During the term of this agreement, the distribution and use of all SPLOST proceeds deposited in the SPLOST Fund and each Municipal and Authority fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-121 (a)(2). The County and each Municipality, and Authority receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County, Municipalities, and the PSA agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

(B) Each Municipality and Authority shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds by the Municipality or Authority.

Section 13. Notices

All notices, consents, waivers, directions, request or other instruments or communications provided for under this Agreement shall be deemed properly

given when delivered personally or sent by registered or certified United States

Mail, postage prepaid, as follows:

CAMDEN COUNTY:

Personally delivered:
Camden County Board of Commissioners
Attn: Office of the County Administrator
Government Services Building
200 East 4th Street
Woodbine, GA 31569

Registered or certified mail:
Camden County Board of Commissioners
Attn: Office of the County Administrator
Post Office Box 99
Woodbine, GA 31569

CITY OF KINGSLAND:

Personally delivered:
City of Kingsland
Attn: Office of the Mayor
107 South Lee Street
Kingsland, GA 31548

Registered or certified mail:
City of Kingsland
Attn: Office of the Mayor
Post Office Box 250
Kingsland, GA 31548

CITY OF ST. MARYS:

Personally delivered:
City of St. Marys
Attn: Office of the Mayor
418 Osborne Street
St. Marys, GA 31558
CITY OF WOODBINE:

Registered or certified mail:
City of St. Marys
Attn: Office of the Mayor
418 Osborne Street
St. Marys, GA 31558

Personally delivered:
City of Woodbine
Attn: Office of the Mayor
310 Bedell Avenue
Woodbine, GA 31569

Registered or certified mail:
City of Woodbine
Attn: Office of the Mayor
Post Office Box 26
Woodbine, GA 31569

PUBLIC SERVICE AUTHORITY:

Personally delivered:
Public Service Authority
Attn: Office of the Director
1050 Wildcat Drive
Kingsland, GA 31548

Registered or certified mail:
Public Service Authority
Attn: Office of the Director
1050 Wildcat Drive
Kingsland, GA 31548

Section 14. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County, Municipalities, and the PSA with respect to distribution and use of the proceeds from the Special Purpose Local Option Sales Tax. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said 2025 SPLOST funds.

Section 15. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County, Municipalities, and the PSA.

Section 16. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 17 Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 18. Compliance with Law

The County, Municipalities, and the PSA shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

Section 19. No Consent to Breach

No consent or wavier, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or wavier of any future breach of the same.

Section 20. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but on and the same instrument.

Section 21. Mediation

The County, Municipalities, and the PSA agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

Section 22: Attached EXHIBIT “A” INCORPORATED HEREIN

The County, Municipalities, and the PSA agree that the attached EXHIBIT “A” and EXHIBIT “B” to include the terms, conditions and covenants as stated therein is hereby incorporated herein and made a part of this INTERGOVERNMENTAL AGREEMENT for any and all purposes as provided by law.

EXHIBIT “A”

PROPOSED SPLOST PROJECTS 2025
ESTIMATED \$85,000,000.00 FOR A SIX (6) YEAR OR (24 QUARTERS)

CAMDEN COUNTY: COUNTY-WIDE LEVEL ONE (1) & TWO (2) PROJECTS*

**(Projects that benefit the citizens of the entire County)*

<u>Priority</u>	<u>PROJECT</u>	<u>ESTIMATED COSTS</u>
1	Level 1 - Public Safety Complex – CCSO/Jail	\$10,000,000
2	Level 2 - Local Park Rehabilitation	\$10,000,000
3	Level 2 - GA/FL Sports Tourism Project	\$10,000,000
4	Level 2 - County Ambulances (Total of 7)	\$4,000,000
5	Level 2 - JDA Industrial Entrance Road	\$3,000,000

Total Level One (1) & Two (2) funds: \$37,000,000

County shall receive \$37,000,000.00 for pre-determined Level One (1) & Two (2) Projects as agreed in the Intergovernmental Agreement at a collection rate of 55 percent of all SPLOST proceeds until all Level One (1) & Level Two (2) projects are completely funded. The remaining 45 percent of all SPLOST proceeds, up to \$48,000,000.00, will be distributed amongst the municipalities, county, and PSA according to the Schedule in EXHIBIT B.

In the event that the SPLOST funding for Level Two, priority number 3 – GA/FL Sports Tourism Project is not fully expended prior to the final collection date of SPLOST Proceeds on or before June 30, 2031, any remaining proceeds shall be redirected to the Level One, priority number 1 – Public Safety Complex – CCSO/Jail project.

LOCAL GOVERNMENT FUNDING AMOUNTS ON NEXT PAGE

CAMDEN COUNTY

Renovations, construction, extensions and improvements of areas including, but not limited to:

<u>PROJECTS</u>	<u>ESTIMATED COSTS</u>
Camden County Government Buildings and Offices;	\$1,500,000.00
Camden County roads, streets, bridges and drainage projects to include but not limited to paving and re-surfacing;	\$6,241,871.00
Upgrading and purchasing of County equipment, vehicles and technology;	\$6,200,000.00

After deducting the Level One (1) & Two (2) project funding of (\$37,000,000.00), Camden County shall receive 29.05% of the net proceeds up to \$48,000,000.00; estimated amount of \$13,941,871.00.

CAMDEN COUNTY PUBLIC SERVICE AUTHORITY (PSA)

Renovations, construction, extensions and improvements of areas to include, but not limited to:

<u>PROJECTS</u>	<u>ESTIMATED COSTS</u>
Recreation Center;	\$1,000,000.00
Park Improvements;	\$1,385,000.00
Equipment & Vehicles;	\$520,000.00

After deducting the Level One (1) & Two (2) project funding of (\$37,000,000.00), the PSA shall receive 6.05% of the net proceeds up to \$48,000,000.00; estimated amount of \$2,905,000.00.

CITY OF KINGSLAND

<u>PROJECTS</u>	<u>ESTIMATED COSTS</u>
Buildings (Upgrades and Remodel);	\$3,240,000.00
Machinery and Equipment;	\$350,000.00
Road, Drainage, & Sidewalk Projects;	\$3,955,489.00
Water and Sewer Projects;	\$7,402,000.00

After deducting the Level One (1) & Two (2) project funding of (\$37,000,000.00), Kingsland shall receive 31.14% of the net proceeds up to \$48,000,000.00; estimated amount of \$14,947,489.00.

CITY OF ST. MARYS

PROJECTSESTIMATED COSTS

Retirement of Existing General Obligation Bond debt of the City of St. Marys for Water And Sewer Capital Projects;	\$10,200,000.00
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Improvements, construction, rehabilitation renovation, mitigation, and/or expansion of roads, streets, bridges, sidewalks, multi-use trails, water and sewer projects, storm water drainage facilities, flood mitigation projects, port & harbor facilities, recreational projects and Marsh Walk;	\$3,000,000.00
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Equipment/Vehicles and capital Outlay Projects to be owned and/or operated by St. Marys, including without limitation, acquisition of; Fire trucks, Police cars, maintenance vehicles, Technology upgrades and other major equipment; Improvements, construction, repair, and rehabilitation of City facilities, structures, and properties;	\$1,679,847.00
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After deducting the Level One (1) & Two (2) project funding of (\$37,000,000.00), St. Marys shall receive 31.00% of the net proceeds up to \$48,000,000.00; estimated amount of \$14,879,847.00.

CITY OF WOODBINE

<u>PROJECTS</u>	<u>ESTIMATED COSTS</u>
Improvement, construction, rehabilitation, renovation, mitigation, enhancements and /or expansion of roads, streets, signage, bridges, lighting, sidewalks, water and sewer projects, storm water drainage facilities, and flood mitigation projects;	\$700,000.00
Improvement, construction, rehabilitation, renovation, mitigation, enhancements and /or expansion of waterfront facilities, the Downtown Area, Riverwalk and recreational projects;	\$150,000.00
Equipment/Vehicles and Capital Outlay Projects to be owned and/or operated by Woodbine, including without limitation, acquisition of maintenance vehicles, administrative vehicles, machinery, technology upgrades and other major equipment;	\$350,793.00
Land acquisition, purchase, improvement, construction, repair and rehabilitation of City facilities and machinery, structures and property such as City Hall, Public Works Facilities and other City owned properties and structures;	\$125,000.00
After deducting the Level One (1) & Two (2) project funding of (\$37,000,000.00), Woodbine shall receive 2.76% of the net proceeds up to \$48,000,000.00; estimated amount of \$1,325,793.00.	

EXHIBIT “B”
SPLOST IX LOCAL SPLIT AFTER LEVEL 1 & 2 PROJECT SCHEDULE

Entity	Per Capita Percentage	SPL 9 Split Pop. & WB +1%	SPLOST IX Share	\$2,905,000 PSA Split	Net After PSA	SPL IX SPLIT Final	PSA Split	SPL IX Final
Unincorporated Camden	31.25%	30.92%	\$ 14,840,000	\$ 898,129	13,941,871	29.05%	1.87%	13,941,871
City of Kingsland	33.48%	33.15%	\$ 15,910,400	\$ 962,911	14,947,489	31.14%	2.01%	14,947,489
City of St. Marys	33.33%	33.00%	\$ 15,838,400	\$ 958,553	14,879,847	31.00%	2.00%	14,879,847
City of Woodbine	1.94%	2.94%	\$ 1,411,200	\$ 85,407	1,325,793	2.76%	0.18%	1,325,793
Public Service Authority	0.00%	0.00%			2,905,000	6.05%		2,905,000
Totals	100.00%	100.00%	\$ 48,000,000	\$ 2,905,000	\$ 48,000,000	100.00%	6.05%	\$ 48,000,000

IN WITNESS WHEREOF, the County, Municipalities, and the PSA acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

Adopted in a lawful assembly by the Camden County Board of Commissioners and spread upon the Official Minutes of Camden County.

This ____ day of _____ 2024.

COUNTY OF CAMDEN, GEORGIA

By: _____
 BEN L. CASEY, CHAIRMAN

ATTEST: _____
 KATHRYN BISHOP, COUNTY CLERK

COUNTY SEAL

Adopted in a lawful assembly by the Public Service Authority and spread upon the
Official Minutes of the Public Service Authority.

This ____ day of _____ 202 ____.

PUBLIC SERVICE AUTHORITY OF CAMDEN, GEORGIA

By: _____
ALEX BLOUNT, CHAIRMAN

ATTEST: _____
DIRECTOR OF PSA

SEAL

Adopted in a lawful assembly by the City of Kingsland and spread upon the Official Minutes of City of Kingsland.

This ____ day of _____ 202 ____.

MUNICIPALITY OF KINGSLAND, GEORGIA

BY: _____
GRAYSON DAY, MAYOR

ATTEST: _____
CLERK OF THE CITY OF KINGSLAND

CITY SEAL

Adopted in a lawful assembly by the City of St. Marys and spread upon the Official Minutes of City of St. Marys.

This ____ day of _____ 202 ____.

MUNICIPALITY OF ST. MARYS, GEORGIA

BY: _____
JOHN MORRISSEY, MAYOR

ATTEST: _____
CLERK FOR THE CITY OF ST. MARYS

CITY SEAL

Adopted in a lawful assembly by the City of Woodbine and spread upon the Official Minutes of City of Woodbine.

This ____ day of _____ 202 ____.

MUNICIPALITY OF WOODBINE, GEORGIA

BY: _____
KIZZI KNIGHT, MAYOR

ATTEST: _____
CLERK OF THE CITY OF WOODBINE

CITY SEAL



City Council
107 South Lee Street
Kingsland, GA 31548

TABLED

AGENDA ITEM (ID # 4622)

Meeting: 12/17/24 06:00 PM
Department: City Clerk
Category: Ordinance
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4622

9.2

Approval of: Ordinance 2024-13 - Municipal Utilities Protection

An Ordinance to promote the safety and protection of Municipal Utilities in compliance with the Georgia Utilities Protection Act, providing for penalties, cost recovery and reimbursement of damages, and suspension of building permits for violations.

Staff recommends approval.

HISTORY:

12/09/24 City Council POSTPONED

Next: 12/17/24

This item was removed during Consent Docket.

City of Kingsland, Georgia
Municipal Utilities Protection Ordinance

Ordinance No. [Insert Number]

AN ORDINANCE OF THE CITY OF KINGSLAND, GEORGIA, TO PROMOTE THE SAFETY AND PROTECTION OF MUNICIPAL UTILITIES IN COMPLIANCE WITH THE GEORGIA UTILITIES PROTECTION ACT, PROVIDING FOR PENALTIES, RESTITUTION, AND SUSPENSION OF BUILDING PERMITS FOR VIOLATIONS.

WHEREAS, the Georgia Utilities Protection Act (O.C.G.A. § 25-9-1, et seq.) requires individuals and contractors to request line locates prior to conducting excavation activities to prevent damages to underground utilities; and

WHEREAS, the City of Kingsland, Georgia, maintains critical municipal utility infrastructure, including but not limited to water, sewer, and stormwater lines; and

WHEREAS, damage to municipal utilities caused by failure to comply with the Georgia Utilities Protection Act poses significant risks to public safety, property, and the financial resources of the City;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Kingsland, Georgia, as follows:

Section 1: Purpose

This Ordinance is enacted to protect municipal utilities, ensure compliance with the Georgia Utilities Protection Act, and establish penalties for individuals or contractors who fail to request line locates as required by law and cause damage to municipal utility infrastructure.

Section 2: Definitions

For the purposes of this Ordinance, the following terms shall have the meanings set forth below:

- **Excavation:** Any operation in which earth, rock, or other materials on or below the ground are moved or otherwise displaced by means of tools, equipment, or explosives.
- **Line Locate Request:** A notification made to the Georgia 811 system to identify and mark underground utility lines prior to excavation activities, as required by O.C.G.A. § 25-9-6.
- **Municipal Utilities:** Publicly owned and maintained utility infrastructure, including water, sewer, stormwater, and any other underground utilities within the City's jurisdiction.
- **Damage:** Any physical harm or operational impairment to municipal utilities, including but not limited to, destruction, breakage, leakage, dislocation, or obstruction of utility lines, equipment, or infrastructure that results in a loss of service, diminished functionality, or the need for repair or replacement.

Section 3: Prohibited Acts

1. It shall be unlawful for any individual or contractor to engage in excavation activities within the City of Kingsland without first requesting line locates in accordance with the Georgia Utilities Protection Act.
2. Any damage to municipal utilities resulting from failure to request line locates shall constitute a violation of this Ordinance.

Section 4: Penalties for Violations

A. Cost Recovery and Reimbursement of Damages~~Restitution~~:

1. Any individual or contractor found to have violated this Ordinance shall be responsible for the full cost of repairing any damage to municipal utilities. Such costs include, but are not limited to, labor, materials, equipment, and administrative expenses incurred by the City, including labor, materials, and administrative expenses.
2. Violators shall also compensate the City for any revenue lost due to interruptions in water or sewer service caused by the violation. This amount will be calculated based on the average revenue generated during a comparable period of uninterrupted service.
3. If the violating party is a municipal utility customer, any reimbursement required under this section, including repair costs and lost revenue, shall appear as a separate line item on the customer's municipal utility bill.
4. If the violating party is not a municipal utility customer, the City shall issue a written notice to the violator detailing the violation, the amount owed for repair costs and lost revenue, and the deadline for payment. If the amount owed is not paid within 30 days of the notice, the City may initiate collection actions, which may include filing a civil action in court.
- ~~4.5.~~ In cases of significant service disruptions affecting municipal utility customers, the City may provide proportional credits or adjustments to the affected customers' utility bills to account for the duration and extent of the outage.

B. Fines:

1. Violators shall be subject to a civil penalty of up to \$1,000 for each violation, in addition to restitution for damages.
2. Each day that the violation continues shall constitute a separate offense.

C. Suspension of Building Permits:

1. In addition to restitution and fines, the City may impose a temporary suspension of any building permits associated with the violating party for up to 90 days.

Commented [LHS1]: Is this the maximum municipal fine allowable in Georgia?

2. The suspension shall remain in effect until the violator demonstrates compliance with this Ordinance and the Georgia Utilities Protection Act.

D. Indemnification:

1. Any person who violates the requirements of Code Section § 25-9-6 and whose subsequent excavating or blasting damages utility facilities or sewer laterals shall also indemnify the affected facility owner or operator against all claims or costs incurred, if any, for personal injury, property damage, or service interruptions resulting from damaging the utility facilities and sewer laterals.
2. Such obligation to indemnify shall not apply to any county, city, town, or state agency except as permitted by law.

E. Reporting to the Georgia Public Service Commission:

1. Any violation of this Ordinance shall be reported to the Georgia Public Service Commission, which may assess additional penalties in accordance with state law.

Section 5: Enforcement

1. The City Manager, or their designee, shall enforce this Ordinance.
2. Any violation may be referred to the Municipal Court of Kingsland or other court of competent jurisdiction for adjudication.

Section 6: Appeals

Any party aggrieved by a penalty or suspension imposed under this Ordinance may appeal to the Kingsland City Council within 15 days of notice. The City Council's decision shall be final.

Section 7: Severability

If any provision of this Ordinance is determined to be invalid or unconstitutional by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Section 8: Effective Date

This Ordinance shall become effective immediately upon adoption by the Mayor and Council of the City of Kingsland, Georgia.

Adopted this [Date] day of [Month], [Year].

Mayor

Dr. C Grayson Day, Jr.

Attest:

Jean O. Seigler-Horne



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4635)

Meeting: 12/17/24 06:00 PM
Department: City Clerk
Category: Resolution
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4635

9.3

Approval of: Resolution 2024-17 - Eminent Domain to Acquire a Permanent Easement - Parcel 108E 121

A resolution authorizing the exercise of eminent domain to acquire a permanent easement for public utility purposes on property identified as Camden County Tax Parcel 108E 121.

Staff recommends approval.

2024-17

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KINGSLAND
AUTHORIZING THE EXERCISE OF EMINENT DOMAIN TO ACQUIRE A
PERMANENT EASEMENT FOR PUBLIC UTILITY PURPOSES OVER PROPERTY
IDENTIFIED AS CAMDEN COUNTY TAX PARCEL 108E 121**

WHEREAS, the City of Kingsland has determined that it is necessary to acquire a permanent easement for public utility purposes, specifically for water and/or sewer infrastructure, over property identified as Camden County Tax Parcel 108E 121;

WHEREAS, the subject property is owned by the Pine Bluff of Kingsland Homeowners Association, Inc., and is further identified as Tract "C" on the Final Subdivision Plat of Pine Bluff, recorded in the Office of the Camden County Superior Court in Plat Book 22, page 6;

WHEREAS, under O.C.G.A. § 22-1-1, "public use" includes the use of land for the creation or functioning of public utilities, and the planned water and/or sewer infrastructure constitutes such a "public use";

WHEREAS, O.C.G.A. § 22-3-140 authorizes municipalities owning or operating a sewage collection, treatment, or disposal system, a water or wastewater system, or similar systems to utilize the declaration of taking method of eminent domain to acquire private property interests, including easements, for such systems and purposes;

WHEREAS, the City Council of the City of Kingsland desires to proceed with acquiring the necessary easement using the declaration of taking method as authorized by law, which ensures that the City may immediately begin work within the easement area upon filing a Declaration of Taking in the Superior Court, subject to the property owner's ability to contest the compensation offered; and

WHEREAS, all statutory prerequisites for the exercise of eminent domain have been satisfied;

WHEREAS, just and adequate compensation has been offered to the property owner, which offer has been rejected; and

WHEREAS, the City Council finds that the acquisition of this easement is necessary and in the public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KINGSLAND, as follows:

1. The City Council hereby authorizes the exercise of eminent domain to acquire a permanent easement for utility purposes over the property identified as Camden County Tax Parcel 108E 121, owned by the Pine Bluff of Kingsland Homeowners Association, Inc., and further identified as Tract "C" on the Final Subdivision Plat of Pine Bluff recorded in Plat Book 22, page 6.

2. The City shall proceed with acquiring the easement using the declaration of taking method pursuant to O.C.G.A. § 22-3-140, ensuring compliance with all applicable procedural requirements.

3. The City Attorney is directed to prepare and file all necessary documents, including the Declaration of Taking, and to take any further actions required to complete the acquisition.

4. This Resolution shall become effective immediately upon its adoption.

ADOPTED, this 17th day of December, 2024.

By: _____
Dr. C. Grayson Day, Jr., Mayor

Attest: _____
Jean Seigler Horne, City Clerk
(SEAL)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4637)

Meeting: 12/17/24 06:00 PM
Department: City Clerk
Category: Agreement
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4637

9.4

Approval of: Georgia Emergency Management Agency (GEMA) Subrecipient Agreement for Hurricane Helene Disaster Relief

Approval of a Federal assistance Subrecipient Agreement for FEMA DR-4830-GA Hurricane Helene.

Staff recommends approval

RECIPIENT-SUBRECIPIENT AGREEMENT

On **September 30, 2024**, President Biden declared that a major disaster exists in the State of Georgia due to Hurricane Helene that occurred on **September 24, 2024**. This document is the Recipient Subrecipient Agreement for the Public Assistance Program for the presidential declaration designated **FEMA-4830-DR-GA**, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 100-707, 42 USC 5121 et seq. ("The Act"), in accordance with 44 CFR 206.44.

Under this Agreement, the interests and responsibilities of the Recipient, hereinafter referred to as the State, will be executed by the Georgia Emergency Management Agency/Homeland Security (GEMA/HS). The individual designated to represent the State is Mr. James Stallings, Governor's Authorized Representative (GAR). The Subrecipient's Authorized Representative whose signature appears on page 3 of this agreement will execute the interests and responsibilities of the Subrecipient.

1. The following Appendices are attached and made a part of this Agreement.

Appendix A	Assurances-Construction Programs (Form 424D) and Non-Construction Programs (Form 424B).
Appendix B	Financial Assistance
Appendix C	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Transactions
Appendix D	Certification for Contracts, Grants, Loans, and Cooperative Agreements
Appendix E	Guidance for Implementation of Section 406 Hazard Mitigation
Appendix F	Designation of Applicant's Agent
Appendix G	Federal Funding Accountability and Transparency Act Certification Form
Appendix H	Discrimination (1) and Limited English Proficiency Compliant Forms (2)

2. Consistent with the requirement that federal assistance be supplemental, any federal funds provided under the Act for Public Assistance will be limited to **75 percent** of total eligible costs, or as otherwise indicated pursuant to federal program incentives provided under the Public Assistance Program. **The remaining non-federal cost share of eligible costs will be provided by a notification sent via email from GEMA/HS' EMGrants Pro.**
 - a. For local governments, the cost share is project specific and provided in the notification.
 - b. For private nonprofit organizations and state agencies, the non-federal cost share is **25 percent** by the Subrecipient.
3. Federal funds were increased to 100 percent of the total eligible costs for a period of 90 days for Emergency Work (Categories A & B).
4. No federal or state assistance under the Act and this Agreement shall be approved unless the approved damages resulted from Hurricane Helene that took place on September 24, 2024. All requests for designations of areas and types of assistance under the Act must be made within 30 days from the date of the incident period unless an extension is authorized under 44 CFR 206.36.

5. Federal assistance under the Act and this Agreement shall be limited to State of Georgia.
6. If the Subrecipient violates any of the conditions of disaster relief assistance under the Act, this Agreement, or applicable federal and state regulations; the State shall notify the Subrecipient that additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subrecipient for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.
7. The Subrecipient agrees that federal or state officials and auditors, or their duly authorized representatives may conduct required audits and examinations. The Subrecipient further agrees that they shall have access to any books, documents, papers and records of any recipients of federal or state disaster assistance and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state disaster assistance funds distributed under the authority of the Act and this Agreement.
8. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of this Agreement, or to any benefit to arise thereupon; provided, however, that this provision shall not be construed to extend to any contract made with a corporation for its general benefit.
9. The Subrecipient will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subrecipient actions pursuant to this Agreement.
10. The Subrecipient agrees that emergency work projects (Categories A and B) will be completed by **March 30, 2025**. Completion dates may be extended upon justification by the Subrecipient and approval by the Governor's Authorized Representative.
11. All other projects (Categories C-G) shall be completed by **March 30, 2026**. If any projects require work past this date, a request for a time extension must be submitted to the Governor's Authorized Representative before the deadline date for approval. No State Cost Share Match, if applicable, will be available following this date.
12. Quarterly reports are required. Reports will be submitted to the Governor's Authorized Representative via EMGrants no later than 15 days following the **end** of each reporting period – Ending Periods: December 31st, March 31st, June 30th, and September 30th.
13. There shall be no changes to this Agreement unless mutually agreed upon by both parties to the Agreement.

Agreed:

By: Valarie Grooms
Valarie Grooms
Authorized Governor's
Representative

11/15/2024

Date

By: _____
Authorized Subrecipient Official Signature

December 17, 2024

Date

Lee H. Spell
Authorized Subrecipient Official Printed or Typed
Name

City of Kingsland, Georgia
Agency/Entity Printed or Typed Name

Appendix A

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009

Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant: I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§127 1et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TITLE

City Manager

APPLICANT ORGANIZATION

DATE SUBMITTED

City of Kingsland, Georgia

12/18/2024

SF-424D (Rev. 7-97) Back

Appendix A

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of war blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Kingsland, Georgia	12/18/2024

Standard Form 4248 (Rev. 7-97) Back

Appendix B

Financial Assistance

1. General. The state shall make necessary funding available for disaster assistance within the limits of funds provided by Federal Emergency Management Agency pursuant to the major declaration designated **FEMA-4830-DR-GA**.
2. Documentation. The Subrecipient will maintain a list of locations where its records, including the original documentation supporting each claim, may be audited. These records shall be retained for a period of not less than three years from the date of the final applicant closeout.
3. Audit. Audits of Subrecipients receiving assistance under the Act and this Agreement shall be conducted in accordance with the requirements of the Single Audit Act of 1984 (PL 98-502), The Super Circular 2 C.F.R. Part 200, OMB Circulars A-128 and A-110 as well as related FEMA and state regulations and instructions. Subrecipients will ensure that appropriate corrective action is taken within three months after receipt of the audit in instances of noncompliance.
4. Payments.
 - A. General:
 - (1) Small projects are defined as those with an estimated cost over **\$3,900**. Large projects are defined as those with an estimated cost of **\$1,037,000** or greater.
 - (2) GEMA/HS will provide funds to the Subrecipient in the form of initial payments, progress payments, and final payments for approved project applications. The State hereby establishes, and the Subrecipient agrees to the terms and conditions listed below in paragraphs 4A (3) through (8), 4B, 4C, and 4D, which shall govern all funds used to make these payments.
 - (3) The Subrecipient Official responsible for the custody of the funds shall be a bonded official or, if other than a bonded official, assurances of satisfactory surety shall be provided.
 - (4) The Subrecipient will pay contractors, vendors, suppliers, etc.
 - (5) The Subrecipient shall maintain records that identifies adequately the source and application of federal and/or state disaster assistance funds along with accounting records that are supported by adequate documentation.
 - (6) The funds shall be used solely for disaster relief projects approved by GEMA/HS and FEMA.

- (7) The Subrecipient shall establish and maintain accounting records, which will be subject to state or federal audit, containing the following;
 - (a) The amount and date of each disaster assistance payment to the Subrecipient.
 - (b) The amount of funds provided to each contractor, vendor, supplier, etc., including the check number, amount, date, invoice number, and individual payee.
- (8) Subrecipient reports of cash disbursements will be made as required by GEMA/HS.

B. Small Projects:

- (1) GEMA/HS generally allows for two payments and will make payments on small projects as follows:
 - Any project 1% - 25% complete may receive an initial payment of 25%.
 - Any project 26% - 50% complete may receive an initial payment of 50%.
 - Any project 51% - 99% complete may receive an initial payment of 75%.
 - Any project 100% complete may receive a payment of 100%.
- (2) Overruns and underruns on all small projects will be totaled upon completion of all small projects. If there is a net underrun, the difference need not be returned by the Subrecipient to the state. However, the Subrecipient must spend the funds generated by project underruns on projects which contribute to the general welfare of its constituents, i.e., for the public benefit.
- (3) Claims for net overruns will be supported by appropriate documentation. If an overrun is claimed, documentation on all small projects must be submitted for review by GEMA/HS and FEMA to determine if payment of the overrun is justified.
- (4) Failure to complete a project according to the defined scope of work, in partial or in its entirety, will require that the federal and state payments be refunded.
- (5) It is essential that significant potential overruns or underruns on individual projects be brought to the attention of GEMA/HS as soon as they become apparent so that the project can be reviewed and/or reinspected to determine if a revised PW is necessary.
- (6) Final inspection of small projects will be conducted in accordance with current procedures. Documentation to support all small projects must be kept for possible review and/or audit for three years following project completion.
- (7) The state cost share will be calculated based on actual cost to complete the project. The Subrecipient must certify the actual cost of all small projects in order to receive the state cost share.

C. Large Projects:

- (1) Generally, advance payments will not be made for large projects. Advance payments may be authorized on a case-by-case basis upon request and justification by the Subrecipient.
- (2) Payments will normally be made based upon progress and requests for reimbursement of documented expenditures of the Subrecipient. Ten percent of each large PW will be retained by GEMA/HS until final inspection, review and approval by GEMA/HS and FEMA.
- (3) Upon completion of each large project, the Subrecipient shall request a final inspection by GEMA/HS.
- (4) After the final inspection has been approved by FEMA, obligated funds will be processed for payment. Any deobligated funds must be refunded to GEMA/HS as required.

D. Repayments:

Any project funds provided to the Subrecipient, with the exception of small project underruns, which are:

- (1) in excess of current needs, or,
- (2) in excess of amounts approved by GEMA/HS or FEMA, or,
- (3) found by audit or investigation to be owing to the state or FEMA, shall be refunded by check drawn payable to the State of Georgia-Office of Planning and Budget. Repayment shall be made to the State within 10 working days after the Subrecipient becomes aware of such excess funds or funds due the State. If the Subrecipient fails to pay the State such funds within 10 working days, then the Subrecipient shall pay interest at a rate established by FEMA. If immediate repayment is not possible, then a reasonable repayment schedule with interest charged on the unpaid balance will be submitted to the State for approval. In the event that repayment is not made within four months or in accordance with an approved payment schedule, the GAR shall take appropriate measures as provided by state law to collect or otherwise dispose of the debt.

APPENDIX C

Federal Emergency Management Agency

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17. The regulations were published in the May 26, 1988 Federal Register. Copies of the regulation are available from the appropriate FEMA Regional Office.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in the certification, such prospective participant shall attach an explanation to this proposal.

APPENDIX D**Certification for Contracts, Grants, Loans, and
Cooperative Agreements**

The Applicant's Agent, as part of this agreement, certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of the certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPENDIX E

GUIDANCE FOR IMPLEMENTATION OF SECTION 406 HAZARD MITIGATION

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, provides FEMA the authority to fund the restoration of eligible facilities that have sustained damage due to a Presidentially declared disaster. Within the enabling act, Section 406 also contains a provision for the consideration of funding additional measures, not required by applicable codes and standards, that will enhance a facility's ability to resist similar damage in future events.

In providing discretionary authority for the addition of hazard mitigation to permanent work restoration, Congress recognized that, during the repair of damaged components of facilities, there would be a unique opportunity to attempt to prevent recurrence of similar damage from future, similar disaster events. Such measures are additional to compliance with adopted codes and standards, although such compliance could be considered a form of mitigation.

Based on the above, the Federal Emergency Management Agency (FEMA) and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS), as Recipients under the FEMA Public Assistance Grant Program, agree to conduct Public Assistance inspections pursuant to the following provisions:

1. GEMA/HS will make every effort to alert local representatives to the potential for hazard mitigation funding under the Public Assistance program, and FEMA will support this initiative.
2. During inspections, FEMA, State, and local inspectors will explore every opportunity for the provision of hazard mitigation to combine with other costs potentially eligible for public assistance funding.
3. Section 406 Hazard Mitigation funding will only be considered for components of the eligible facilities. Section 406 Hazard Mitigation proposals are not eligible as stand-alone projects: They must be associated with eligible damage reduction.
4. General eligibility criteria for Public Assistance require that an item of work be required as a result of the major disaster event. For this reason, hazard mitigation proposals must be aimed at reducing damages from future similar events.
5. Restoration PWs will incorporate applicable codes and standards when appropriate. Since replacement projects will incorporate compliance with applicable codes and standards, there generally will be no need to mitigate such projects. Mitigation will not be considered for use in alternate projects since the eligible funding will not be used in restoration of a damaged facility.

6. All hazard mitigation proposals submitted pursuant to Section 406 will be evaluated for cost effectiveness (where the benefits of the measure must exceed the costs), technical feasibility, environmental compliance, and historical compliance. These proposals will also be evaluated against any other applicable requirements.
7. In order to ensure consideration of potential mitigation opportunities, FEMA inspectors will annotate the level of mitigation included in the PW. Typical conclusions will include:
 - a) mitigation proposal attached to PW; b) mitigation already considered through code compliance and no other opportunities were identified; c) opportunities were explored; but none were identified (PW must include a detailed explanation as to this determination.).
8. Some repairs to a facility are written to incorporate preventative measures that constitute good engineering and common sense. If not required by code, these additional measures are mitigation, and will be so annotated on the PW in the same fashion as other mitigation measures.
9. FEMA Public Assistance in coordination with FEMA Mitigation and GEMA/HS Public Assistance and Mitigation will establish a review team dedicated to the processing of hazard mitigation proposals and review of other PWs to assess the potential for mitigation opportunities. To the extent possible, this team will identify and implement procedures to expedite the review of these proposals and PWs.
10. Measures that are designed to reduce damages from future events that are not linked to an eligible damaged site, and that do not qualify for Section 406 mitigation funding, should be forwarded to the applicant for possible application under the Section 404 mitigation program.

APPENDIX F
DESIGNATION OF APPLICANT'S AGENT
 PUBLIC ASSISTANCE EMGRANTS ACCESS
 Georgia Emergency Management Homeland Security Agency

Organization Name (hereafter named Organization):

Primary Agent		Secondary Agent	
Agent's Name Lee H. Spell		Agent's Name L. Filiz Morrow	
Official Title City Manager		Official Title Finance Director	
Mailing Address (<i>please provide address where certified mail for reimbursement should be received</i>) PO Box 250		Mailing Address (<i>please provide address where certified mail for reimbursement should be received</i>) PO Box 250	
City, State, Zip Kingsland, GA 31548		City, State, Zip Kingsland, GA 31548	
Work Phone 912-729-5613	Fax Number 912-729-7618	Work Phone 912-729-5613	Fax Number 912-729-8827
E-Mail Address LSpell@kingslandgeorgia.com		E-Mail Address FMorrow@kingslandgeorgia.com	
Cellular Phone 912-552-4067		Cellular Phone 912-552-4014	
The above-named agents(s) is/are authorized to represent and act on behalf of the Subrecipient in all dealings with the State of Georgia on all matters pertaining to the management of grants and disaster assistance received from Georgia Emergency Management Agency/Homeland Security and the Federal Emergency Agency as required by the Recipient-Subrecipient Agreement. CFDA Program Number and Program Title: 97.036.			
Applicant's Federal Employer's Identification Number 58-6000601 Applicant's State Payee Identification Number 1786952-00 Unique Entity Identifier (UEI) Identification Number R4LJC81U2R57			
Certifying Official's Signature / Date			

Attachment: Subrecipient Agreement (4637 : Approval of: Georgia Emergency Management Agency (GEMA) Subrecipient Agreement for

APPENDIX G

Federal Funding Accountability and Transparency Act Certification

In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, **please complete Items 1 through 7 (and Items 8, 9 and 10 if applicable), sign and certify by an authorized agent.**

Sub-recipient award Number: **DR-4830**

Sub-recipient Name:

CFDA Program Number and Program Title: **97.036 - Disaster Grants - Public Assistance (Presidentially Declared Disasters)**

Sub-award Project Description:

1. Sub-recipient **UEI** Number R4LJC81U2R57
2. Sub-recipient Name City of Kingsland, Georgia
3. Sub-recipient DBA Name N/A
4. Sub-recipient Address PO Box 250, Kingsland, GA 31548
5. If DBA, Sub-recipient Parent **UEI** Number N/A
6. Sub-award Principal Place of Project Performance Kingsland, Georgia
7. In the preceding fiscal year, did the sub-recipient receive 80% of its annual gross revenues from the Federal government? **Yes** _____ **No** XX _____
 If **Yes**, continue to question 8. If **No**, **STOP and certify**. The questionnaire is incomplete.
8. In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government more than \$25 million annual? **Yes** _____ **No** _____
 If **Yes**, continue to question 9. If **No**, **STOP and certify**. The questionnaire is complete.
9. Does the public have access to the names and total compensation of the sub-recipient's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? **Yes** _____ **No** _____

If **No**, continue to question 10. If **Yes**, **STOP and certify**. The questionnaire is complete.

10. Please list the names and compensation of the sub-recipient's five most highly compensated officers. (**Only if question 9 was applicable and answered NO**)

1. _____ \$ _____
2. _____ \$ _____
3. _____ \$ _____
4. _____ \$ _____
5. _____ \$ _____

I certify that to the best of my knowledge all of the information on this form is complete and accurate.

Authorized Signature: _____ Date: 12/17/2024

This section is for use by the Georgia Emergency Management Homeland Security Agency Only.

Sub-recipient Obligation/Agency Name: _____

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature _____ Date: _____

Sub-recipient Obligation/Action Date: _____

APPENDIX H-1



Georgia Emergency Management and Homeland Security Agency

DISCRIMINATION COMPLAINT FORM

The purpose of this document is to help you file a discrimination complaint concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the U.S. Department of Justice or the U.S. Department of Homeland Security, whether within the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) or a sub-recipient. This document is not intended to be used for complaints about employment with GEMA/HS. You are not required to use this document to file a complaint; a letter with the same information is sufficient. However, if you file a complaint by letter, you should include the same information that is requested herein.

1. Information about the person who experienced the alleged discrimination:

Name: _____

First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

Mailing Address: _____

P.O. Box or Street Address	City	State	Zip Code
----------------------------	------	-------	----------

Email (Optional): _____

2. Information about the person(s) who is alleged to have discriminated:

Name: _____

First and Middle (Given Name)	Last (Family Name/Surname)
-------------------------------	----------------------------

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

Mailing Address: _____

P.O. Box or Street Address	City	State	Zip Code
----------------------------	------	-------	----------

3. Information about the agency or organization involved:

Name: _____

Phone #:

Mailing Address: _____

P.O. Box or Street Address	City	State	Zip Code
----------------------------	------	-------	----------

4. Are there other individuals or organizations involved in this discrimination complaint?

- ☐ Yes
☐ No

If yes, please provide their name, telephone number, and address below:

Name: _____

Phone #: _____

Mailing Address: _____
P.O. Box or Street Address City State Zip Code

5. Describe the nature of the alleged discrimination involved:

6. Explain in detail what happened, when, and how the alleged discrimination occurred. State who was involved and how other persons were treated differently.

7. What other information do you think might be helpful to an investigation?

8. Please list below any persons (witnesses, fellow employees, supervisors, or others) who have direct knowledge of the situation that might be able to provide information to support or clarify the complaint:

Name: _____

Phone #: _____

Mailing Address: _____
P.O. Box or Street Address City State Zip Code

☐ Office for Civil Rights, U.S. Department of Justice
☐ Office for Civil Rights and Civil Liberties, U.S. Department of Homeland Security
☐ U.S. Equal Employment Opportunity Commission
☐ Other Federal Agency
☐ Federal or State Court
☐ Georgia Department of Labor
☐ Other: _____

Name of Agency: _____

Date Filed: _____

Case or Docket #: _____

Date of Trial/Hearing: _____

Location of Agency/Court: _____

Investigator: _____

Status of Case: _____

Name: _____
First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

Mailing Address: _____
P.O. Box or Street Address City State Zip Code

Email (Optional): _____

Packet Pg. 59

APPENDIX H-2



Georgia Emergency Management and Homeland Security Agency

LIMITED ENGLISH PROFICIENCY COMPLAINT FORM

The purpose of this document is to help you file a Limited English Proficiency (LEP) complaint concerning the implementation or administration of any program, activity, or service receiving federal financial assistance, whether within the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) or a sub-recipient. This document is not intended to be used for complaints about employment with GEMA/HS. You are not required to use this document to file a complaint; a letter with the same information is sufficient. However, if you file a complaint by letter, you should include the same information that is requested herein.

1. Information about the person who is filing the LEP complaint:

Name: _____

First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

Mailing Address: _____

P.O. Box or Street Address	City	State	Zip Code
----------------------------	------	-------	----------

Email (Optional): _____

2. Information about the person(s) who failed to properly provide information to the LEP person:

Name: _____

First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

Mailing Address: _____

P.O. Box or Street Address	City	State	Zip Code
----------------------------	------	-------	----------

3. Information about the agency or organization involved:

Name: _____

Phone #:

Mailing Address: _____

P.O. Box or Street Address	City	State	Zip Code
----------------------------	------	-------	----------

4. Are there other individuals or organizations involved in this LEP complaint?

- ☐ Yes
☐ No

If yes, please provide their name, telephone number, and address below:

Name: _____

Phone #: _____

Mailing Address: _____
P.O. Box or Street Address City State Zip Code

5. Describe the nature of the interaction and any suspected violations:

6. Explain in detail what happened, when, and how the person(s) or entity denied meaningful access to a GEMA/HS or sub-recipient service, activity, program, or other benefit.

7. What other information do you think might be helpful to an investigation?

8. Please list below any persons (witnesses, people involved, or others) who have direct knowledge of the situation that might be able to provide information to support or clarify the complaint:

Name: _____

Phone #: _____

Mailing Address: _____
P.O. Box or Street Address City State Zip Code

☐ Office of Equal Rights, Federal Emergency Management Agency
☐ Office for Civil Rights and Civil Liberties, U.S. Department of Homeland Security
☐ U.S. Equal Employment Opportunity Commission
☐ Other Federal Agency
☐ Federal or State Court
☐ Other State of Georgia Agency, Authority, or Office
☐ Other: _____

☐ Spanish (Español)	☐ Lack of signs informing the public of interpretation and translation
☐ Chinese 中国人	☐ Lack of forms/materials/notices in a language I can understand
☐ Korean 한국어	☐ I was not offered an interpreter
☐ Vietnamese Tiếng Việt	☐ I asked for an interpreter and was denied
☐ French (Français)	☐ Lack of bilingual personnel, so delay in services
☐ Arabic ىبرء ☐	☐ The interpreter's skills were not good
	☐ I was unable to use the services, programs, or activities

Name: _____

First and Middle (Given Name) Last (Family Name/Surname)

Mailing Address: _____

P.O. Box or Street Address	City	State	Zip Code
----------------------------	------	-------	----------

Signature: _____ **Date:** _____

Or send via U.S. Mail to the following address:

Page 3 of 3



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4633)

Meeting: 12/17/24 06:00 PM
Department: City Clerk
Category: Agreement
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4633

9.5

Approval of: Mutual Aid Agreement with Naval Submarine Base Kings Bay

Pursuant to 42 U.S.C. §1856a, DODI 6055.06, and OPNAVINST 11320.23G, the Parties enter into a Mutual Aid Agreement (MAA) to provide personnel and equipment required for the protection of life and property from fire; emergency response services including emergency medical services, hazardous material response, and technical rescue events within the scope of services provided by each department.

Staff recommends approval.



DEPARTMENT OF THE NAVY
NAVAL SUBMARINE BASE KINGS BAY
1063 USS TENNESSEE AVENUE
KINGS BAY, GEORGIA 31547-2606

9.5.a

SUBASE KINGS BAY
3000
12 Sep 2024

MEMORANDUM OF AGREEMENT
FOR
MUTUAL AID IN THE EVENT OF A FIRE, MEDICAL, HAZMAT OR DISASTER
EMERGENCY
BETWEEN
COMMANDING OFFICER,
NAVAL SUBMARINE BASE KINGS BAY, KINGS BAY GA
AND
THE CITY OF KINGSLAND, KINGSLAND, GEORGIA

Subj: MEMORANDUM OF AGREEMENT

THIS MUTUAL AID AGREEMENT (hereinafter, the "Agreement") is made and entered into this 12th day of September 2024 by and between Commanding Officer, Naval Submarine Base Kings Bay, Georgia, USA (hereinafter, "Naval Submarine Base Kings Bay"), and the City of Kingsland, Kingsland, USA, for firefighting assistance (hereinafter, "Kingsland").

WITNESSETH:

WHEREAS, each of the Parties hereto maintain equipment and personnel for the response and mitigation of emergency incidents occurring within areas under their respective jurisdictions, and

WHEREAS, the Parties hereto desire to prevent the loss of life and property and augment the emergency response capabilities available in their respective jurisdictions by entering into this agreement, and

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

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

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

NOW, THEREFORE, BE IT AGREED THAT:

1. Pursuant to 42 U.S.C. §1856a, DODI 6055.06, and OPNAVINST 11320.23G, the Parties enter into a Mutual Aid Agreement (MAA) to provide personnel and equipment required for the protection of life and property from fire; emergency response services including emergency medical services, hazardous material response, and technical rescue events within the scope of services provided by each department.

Attachment: Kingsbay Mutual Aid (4633 : Approval of: Mutual Aid Agreement with Naval Submarine Base Kings Bay)

Subj: MEMORANDUM OF AGREEMENT

2. The senior officer of a Fire Department belonging to a Party to this Agreement, or the senior officer of such Fire Department actually present at an emergency scene, may request assistance under the terms of this Agreement from the other Party's Fire Department, whenever he/she deems it necessary to make such a request.

a. When requesting mutual aid onboard Navy installations, the senior Navy Fire and Emergency Services (F&ES) fire officer will request specific resources needed through the Region Dispatch Center (RDC) and have installation security notified of the request.

b. The RDC will make appropriate communications with appropriate mutual aid partners and inform Entry Control Point (ECP) sentries of the response, to include responding agency, type (Aerial, Pumper, Heavy Rescue, Ambulance, etc.), and number of vehicles responding.

c. Navy Security Forces (NSF) will provide an escort for the (first arriving) emergency vehicle(s) OR emergency vehicles will be allowed to proceed to the scene of the emergency OR emergency vehicles will meet at a pre-determined staging area and await an escort.

d. Mutual aid partners responding to emergencies onboard naval installations will normally enter/exit through the Main Gate ECP, unchallenged by sentry personnel.

e. ECP will communicate mutual aid partner's arrival and departure to include agency name, type, and number of vehicles to RDC.

f. Mutual aid fire department vehicles arriving at the ECP unannounced will be challenged by sentry personnel.

(1) The sentry will verify the driver's credentials and conduct a visual check on the interior of the vehicle.

(2) The sentry will communicate the agency name, unit number, number of personnel, and destination to the RDC.

3. The requesting and rendering of assistance from one Party to the other under the terms of this Agreement shall be accomplished in accordance with detailed operational plans and procedures, which shall be developed by each of the Parties. The technical heads of each Party's Fire Department shall work together to implement such plans and procedures in a manner compatible with the operational authorities of each. In the absence of more specific procedures, the Parties will generally proceed as follows:

a. The senior officer on duty of the Party receiving a request for assistance shall take the following actions:

(1) Immediately determine if the requested apparatus and personnel are available to respond to the call for assistance.

(2) Per the terms of this Agreement, forthwith dispatch such apparatus and personnel, along with instructions as to their mission, use, and deployment, in quantities and amounts as in the judgment of the senior officer receiving the call can be provided to the requesting Party without jeopardizing the mission of the Party providing such resources.

b. The senior officer of the Party requesting assistance shall normally assume full charge of the operations at the scene of the fire or other emergency. However, under procedures agreed to by the

Subj: MEMORANDUM OF AGREEMENT

technical heads of the Parties involved, a senior officer of the Party furnishing the assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or other emergency.

c. The Parties Agree to the use of each entities' radio bandwidths assigned to them by the Federal Communications Commission (FCC) for interoperability functions during mutual aid assistance and training.

4. The rendering of assistance under the terms of this Agreement shall not be mandatory.

a. The Party receiving a request for assistance shall endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request

b. Neither Party shall hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire suppression and hazardous material incident response needed within their own jurisdictions.

5. As required by Federal law as a condition precedent to entering into this Agreement, the Parties hereby waive all claims against the other Party for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

6. Independent of, and in addition to, any provisions of this Agreement, Naval Submarine Base Kings Bay is authorized and has the discretion to render disaster relief or emergency assistance to preserve life and property in the vicinity of a DoD installation, when in the opinion of the installation commander, the assistance is in the best interest of the United States. 42 U.S.C. §§ 5121-5206; DoD 3025.1-M.

TRAINING:

1. Whenever either Party hosts fire protection training ("Host Department") it may, to the maximum extent practicable and subject to its sole discretion, offer to provide the same training to members of the other Party ("Guest Department").

2. The Host Department will not charge the Guest Department for any training provided under the terms of this Agreement, unless it is a cost that cannot be covered by the Host Department, such as cost per student or cost of a certificate.

3. The Guest Department will be solely responsible for the payment of any and all costs necessary for their personnel to attend any training provided by the Host Department including, but not limited to, lodging, meals, and travel.

4. This Agreement is entered into voluntarily by both Parties. Specific training will be provided on assigned ships and aircraft.

5. The Guest Department is responsible for ensuring that its members observe all training rules, regulations, and guidelines provided by the Host Department. Neither Party shall hold the other Party liable or at fault for damage or injury incurred during joint training activities.

6. The Host Department reserves the right to deny training to any member who does not meet the prerequisites necessary to attend the training under the terms of this Agreement.

Subj: MEMORANDUM OF AGREEMENT

EXECUTION OF THIS AGREEMENT:

This Agreement shall become effective upon the date of the last signature to this Agreement and shall remain in full force and effect for no more than ten years from the effective date or until cancelled by mutual agreement of the Parties, or upon the provision of at least sixty (60) days advance written notice from either Party desiring to terminate this Agreement. Upon becoming effective, this Agreement shall supersede all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature. City of Kingsland, Georgia through its Legislative Body signing by and through its Mayor authorized to execute same by Legislative Body action on the 17th day of December 2024 and The Department of the Navy signing by and through the Commanding Officer, Naval Submarine Base, Kings Bay, Georgia duly authorized to execute same on the ___ day of _____ 2024.

Thomas P. Middleton Jr.
Installation Fire Chief
Naval Submarine Base Kings Bay, GA

Christopher G. Bohner
Commanding Officer
Naval Submarine Base Kings Bay, GA

The Honorable Dr. Charles Grayson Day
Mayor
City of Kingsland, Camden County, Georgia

Copy To:

Jason Krause, Fire Chief
Commander, Navy Region Southeast
Fire and Emergency Services

Attachment: Kingsbay Mutual Aid (4633 : Approval of: Mutual Aid Agreement with Naval Submarine Base Kings Bay)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4638)

Meeting: 12/17/24 06:00 PM
Department: City Manager
Category: Change Order
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4638

9.6

Approval Of: Royal Parkway Sidewalk Change Order #1

Additional survey data necessary for the final preparation of the Construction Plans, an increase of \$3,850.00. Survey work is for the north side of Royal Parkway and is required to facilitate the revised sidewalk location design and spot staking required for Atlanta Gas Light excavation points.

Staff recommends approval



301 Sea Island Road Suite 10, St. Simons Island, GA 31522
912-638-9681 Office

Change Order No. 1

December 11, 2024

Owner: City of Kingsland
107 S. Lee Street
Kingsland, GA 31548

Re: **Royal Parkway Sidewalk**
RCE Project # 24090
Contract Dated April 25, 2024

The City of Kingsland is requesting the acquisition of additional survey data necessary for the final preparation of the Civil Engineering Construction Plans. Additional survey information for the north side of Royal Parkway is required to facilitate the revised sidewalk location design and spot staking required for AGL excavation points.

Original Lump Sum Contract Amount	\$ 37,850
The lump sum to be increased by this change order	\$ 3,850
New Lump Sum Contract Amount including this change order	\$ 41,700

Any variable costs specified in the original contract are unchanged and the entire remainder of the contract remains in full force. This Addendum shall be effective once signed by both parties.

City of Kingsland

Signature

Print Name

Title

Roberts Civil Engineering:

Signature

Jeff Bors
Print Name

Director of Municipal Consulting
Title





City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 12/17/24 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4629

AGENDA ITEM (ID # 4629)

Bid Award: 2025 LMIG Road Resurfacing Grant Project

Bid award for GDOT 2025 Local Maintenance & Improvement Grant (LMIG) road resurfacing project. Low Bid is East Coast Asphalt for \$384,625.00/120 day completion. Required 30% grant match available in SPLOST VIII.

Staff recommends Low Bid, East Coast Asphalt.

Bid Tabulation
LMIG 2025 Asphalt Resurfacing
RFP #COK 25-002
Tuesday, December 3, 2024 @ 2:00 PM

Vendor	Somerset Drive	Cumberland Drive	Carrington Drive	Cumberland	Carrington Way	Azalea Court	Woodbridge Road	Miller Drive	JSJ Road	Gardenia Blossom	Total Project Cost	Estimated Time of Completion
East Coast Asphalt	\$61,750.00	\$24,700.00	\$39,345.00	\$17,900.00	\$79,500.00	\$51,060.00	\$52,420.00	\$26,750.00	\$15,600.00	\$15,600.00	\$384,625.00	120 day
Scruggs Company	\$79,879.77	\$31,773.23	\$42,750.92	\$23,740.39	\$93,048.44	\$48,900.01	\$62,529.70	\$27,920.85	\$20,818.91	\$20,818.91	\$452,181.13	60 day
Seaboard Construction	\$92,077.88	\$40,962.07	\$56,701.69	\$28,338.58	\$114,946.36	\$73,431.14	\$73,279.87	\$48,233.26	\$32,250.65	\$25,157.12	\$585,378.62	90 day

*RFP was advertised on the City of Kingsland, GMA and GA Procurement Registry Websites.

Staff recommends going with East Coast Asphalt on this project.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4628)

Meeting: 12/17/24 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4628

9.8

Bid Award: Purchase of Four (4) 3/4 Ton Utility Body Pick Up Trucks

Two trucks are for public works, one is for water/sewer operations, and one is for the utility maintenance crew. All four trucks are under budget.

Staff recommends Bennett CDJR for a total cost of \$303,811.

Bid Tabulation
3/4 Ton Pickup Trucks
RFP #25-010
Monday, December 16, 2024 @ 10:00 AM



Vendor	Year	Make	Model	Qty	UnitCost with Delivery Fee	Total Cost	Estimated Time of Arrival (Approx.)
Bennett CDJR	2024	Ram	2500 Diesel	3	\$77,909.00	\$303,811.00	20-25 Days
			2500 Gas	1	\$70,084.00		

Request for Proposal was advertised on the City and GMA websites as well as local vendors.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4627)

Meeting: 12/17/24 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4627

9.9

Bid Award: Purchase of Four (4) 1/2 Ton Pick Up Trucks

Two trucks are for public works, one is for water treatment plant, and one is for waste water treatment plant. All four trucks are under budget.

Staff recommends, low bid, Bennett CDJR for a total cost of \$159,761.75.

Bid Tabulation
 1/2 Ton Pickup Trucks
 RFP #25-010
 Monday, December 16, 2024 @ 10:00 AM



Vendor	Year	Make	Model	Qty	Unit Cost with Delivery Fee	Total Cost	ETA (Approx.)
Bennett CDJR	2024	Ram	1500 4x2	3	\$39,125.50	\$159,761.75	10-15 Days
			1500 4x4	1	\$42,385.25		
Beck Ford	2024	Ford	F150 2WD Supercab	3	\$40,243.00	\$166,465.00	100 Days
			F150 4WD Supercab	1	\$45,736.00		

Request for Proposal was advertised on the City and GMA websites as well as local vendors.