



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • JANUARY 27, 2025

Regular Meeting

City Council Chamber

6:00 PM

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

I. CALL TO ORDER AND WELCOME GUESTS

II. ROLL CALL

Charles Grayson Day Jr.
Paul E. Chamberlin
Farran Fullilove
Kristy Chance
Alex Blount

Mayor
Councilman
Councilman
Councilwoman
Mayor Pro Tem

III. INVOCATION AND PLEDGE TO THE FLAG

IV. PUBLIC HEARING

1. Public Hearing for the Consideration of a Temporary Alcohol License for Alex Wong, owner of Outerbanks Bar and Grill -

Alex Wong, owner of Outerbanks Bar and Grill, has applied for a temporary alcohol license for the sale of beer/wine/liquor by the drink at the 2025 Mardi Gras Festival to be held on February 28 - March 1, 2025 in downtown Kingsland.

2. Public Hearing - City of Kingsland Intent to Opt Out of HB 581: Homestead Exemption -

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: Sheriff Kevin Chaney - Rickey Evans
2. Home for the Holiday's Light Contest Winners -

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

1. Council Appointments to the Kingsland Planning Commission - -
Councilwoman Chance Appointment -
Mayor and Council Collective Appointment -

IX. NEW BUSINESS

1. Approval of: Intergovernmental Agreement with the Camden County Board of Education for TAD #1 -

Approval of an Intergovernmental Agreement (IGA) between the City of Kingsland and the Camden County Board of Education regarding the Kingsland Tax Allocation District (TAD) #1.

2. Appointments to the KCVB Authority Board -

Councilman Chamberlin Appointment -

Councilman Fullilove Appointment -

3. Approval of: Temporary Alcohol License for Alex Wong, owner of Outerbanks Bar & Grill -

Alex Wong, owner of Outerbanks Bar and Grill, has applied for a temporary alcohol license for the sale of beer/wine/liquor by the drink at the 2025 Mardi Gras Festival to be held on February 28 - March 1, 2025 in downtown Kingsland.

4. Approval Of: Survey Proposal for West Pump Station/Force Main Project -

Pricing provides for the full survey CADD file and an option for Private Utility Locating (PUL) services. Scheduled time frame reflects providing a finished product in March 2025.

City engineer recommends low bid, Blew & Associates, for the base price & the optional PUL services at a total cost of \$54,875.

5. Approval Of: Promissory Note Between City of Kingsland and Camden County Public Service Authority -

The City is one of the funding sources for the PSA pursuant to an intergovernmental agreement. This promissory note establishes the repayment agreement between the City and PSA on the advancement of such funds in the amount of \$151,169.40.

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 01/27/25 06:00 PM
Department: City Clerk
Category: Public Hearing
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4670

AGENDA ITEM (ID # 4670)

Public Hearing for the Consideration of a Temporary Alcohol License for Alex Wong, owner of Outerbanks Bar and Grill

Alex Wong, owner of Outerbanks Bar and Grill, has applied for a temporary alcohol license for the sale of beer/wine/liquor by the drink at the 2025 Mardi Gras Festival to be held on February 28 - March 1, 2025 in downtown Kingsland.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 01/27/25 06:00 PM

Department: Finance

Category: Public Hearing

Prepared By: Filiz Morrow

Initiator: Filiz Morrow

Sponsors:

AGENDA ITEM (ID # 4666)

DOC ID: 4666

Public Hearing - City of Kingsland Intent to Opt Out of HB 581: Homestead Exemption



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 01/27/25 06:00 PM
Department: City Clerk
Category: Recognition
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors: Rickey Evans
DOC ID: 4665

AGENDA ITEM (ID # 4665)

Recognition of: Sheriff Kevin Chaney



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 01/27/25 06:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 4672)

DOC ID: 4672

Home for the Holdiay's Light Contest Winners



City Council
107 South Lee Street
Kingsland, GA 31548

Meeting: 01/27/25 06:00 PM
Department: City Clerk
Category: Appointment
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4647

TABLED

AGENDA ITEM (ID # 4647)

Council Appointments to the Kingsland Planning Commission -

Councilwoman Chance Appointment -
Mayor and Council Collective Appointment -

HISTORY:

01/13/25

City Council

TABLED

Next: 01/27/25

Councilman Chamberlin appointed Mike Anderson to the Planning Commission.

Councilwoman Chance appointed Gina Hall to the Planning Commission.

Councilman Fullilove appointed Angie Halliwell to the Planning Commission.

The Mayor and Council Collective appointment was tabled until the January 27, 2025 meeting.

Councilman Blount made the motion, Councilman Fullilove seconded the motion. The motion passed unanimously.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 01/27/25 06:00 PM
Department: City Clerk
Category: Agreement
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 4667)

DOC ID: 4667

Approval of: Intergovernmental Agreement with the Camden County Board of Education for TAD #1

Approval of an Intergovernmental Agreement (IGA) between the City of Kingsland and the Camden County Board of Education regarding the Kingsland Tax Allocation District (TAD) #1.

**1STATE OF GEORGIA
CITY OF KINGSLAND**

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of this 9 day of DEC, 2024 (the "Effective Date") by and between the CITY OF KINGSLAND, a municipal corporation of the State of Georgia (the "City") and CAMDEN COUNTY BOARD OF EDUCATION, the duly elected governing authority of a political subdivision of the State of Georgia (the "School District").

WITNESSETH:

In consideration of the respective representations and agreements hereinafter contained and in the furtherance of the mutual public purposes hereby sought to be achieved, the City and the School District do hereby agree as follows:

ARTICLE 1

DEFINITIONS

In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or the use indicates another or different meaning or intent:

- 1.1 **"Agreement or Intergovernmental Agreement"** means this Intergovernmental Agreement dated as of Dec. 9th 2024, between the City and the School District.
- 1.2 **"Approved Projects"** means collectively, the specific capital improvements to be undertaken within the City of Kingsland Tax Allocation District (TAD) Number One: Exit 3 Commercial and Entertainment District, by the City or by a private developer to achieve the goals and objectives of the Redevelopment Plan, pursuant to the Redevelopment Plan in accordance with Section 3.7 hereof.

- 1.3 **“Board of Education or (BOE)”** means the Camden County Board of Education.
- 1.4 **“Bond Indenture”** means, collectively and each respectively, each Trust Indenture Bond Resolution, Bond Ordinance, Loan Agreement, Financing Agreement or other document or form of financing, including “pay-as-you-go” agreements, pursuant to which one or more series of TAD Bonds is issued.
- 1.5 **“City”** means the City of Kingsland, Georgia.
- 1.6 **“City Resolution”** means that certain Resolution #2024-__, adopted by the Kingsland City Council on ____, 2024, approving and adopting the City of Kingsland Redevelopment Plan creating Tax Allocation District Number One: Exit 3 Commercial and Entertainment District, establishing the Redevelopment Area, authorizing the Kingsland City Council to act as the Redevelopment Agency and other related matters.
- 1.7 **“County”** means Camden County, Georgia
- 1.8 **“Georgia Constitution”** means the Constitution of the State of Georgia of 1983, as amended.
- 1.9 **“Payment in Lieu of Taxes”** or “PILOT” means a payment from the City of Kingsland TAD #1 ad valorem property tax increment to the Camden County Board of Education.
- 1.10 **“Tax Allocation District”** or “TAD” means the tax allocation district (as define in O.C.G.A. §36-444-3 (13)) created by the City and designated as the TAD Number One: Exit 3 Commercial and Entertainment District (also referred to as “TAD Number One”, “Exit 3 TAD” or “the TAD”) as more fully identified in the applicable redevelopment plan with respect thereto approved by the City.
- 1.11 **“Redevelopment Agency”** means the City Council of the City of Kingsland, Georgia, which will act as the Redevelopment Agency, in accordance with the Redevelopment Powers Law.

- 1.12 **“Redevelopment Area”** means that certain area located within the geographic limits of the City and within the School District created and established as a Redevelopment Area (defined in O.C.G.A. §36-44-3 (7)) by the City in the City Resolution and designated as the City of Kingsland TAD #1 Redevelopment Area”, as more fully described in the City Resolution and the Redevelopment Plan.
- 1.13 **“Redevelopment Costs”** shall have the meaning as set forth in O.C.G.A. §36-44-3 (8).
- 1.14 **“Redevelopment Plan”** means the written plan of redevelopment for the Redevelopment Area approved by the City in the City Resolution and designated as the “City of Kingsland Redevelopment Plan for TAD #1: Exit 3 Commercial and Entertainment District.”
- 1.15 **“Redevelopment Powers Law”** means Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as amended from time to time.
- 1.16 **“School District Tax Allocation Increment”** means the tax allocation increment within the meaning of O.C.G.A. §36.44-3(14) of the Redevelopment Powers Law with respect to the TADs, including, without limitation, Real Property Tax Increments attributable to the contributions of City, County and School District millage may also be referred to in this Agreement as City, County and School District Tax Allocation Increments, respectively. School District Tax Allocation Increment shall be limited to Real Property Taxes only unless or until such time as the Board of Education agrees to include other ad valorem taxes.
- 1.17 **“State”** means the State of Georgia.
- 1.18 **“Scheduled Debt Service Payments”** means the aggregate scheduled principal and interest payments on the TAD Bonds or other forms of financing in each calendar year in accordance with the Bond Indenture/Development Agreement, which shall include any

scheduled sinking fund redemption payments on the TAD Bonds or other forms of TAD financing in such year.

- 1.19 **“School District Resolution”** means that certain resolution adopted by the Board of Education of Camden County Public Schools on Dec 9, 2024, *inter alia*, consenting to the inclusion of certain School District ad valorem taxes in the computation of the Tax Allocation Increments with respect to the TAD subject to the terms and conditions set forth therein and herein, authorizing the execution, delivery and performance of this Agreement, and other related matters.
- 1.20 **“Special Fund”** means the Special Fund with respect to the TAD created pursuant to O.C.G.A. §36-44-11(c).
- 1.21 **“TAD Financing”** means those certain tax allocation bonds, notes or other obligations issued by the City in accordance with O.C.G.A. §36-44-3(12), or funds borrowed from financial institutions in accordance with O.C.G.A. §36-44-16 with respect to the TAD, that the City may issue or borrow as necessary to implement the provisions of the Redevelopment Plan, as provided in the City Resolution, which may include one or more series of bonds, notes or other obligations and which may be issued at one or more times. Only pay-as-you go financing is contemplated for use in TAD #1.
- 1.22 **“Tax Allocation Increment”** means the amount of the tax allocation increment with respect to real property accrued in each calendar year within Kingsland’s TAD #1, as provided in O.C.G.A. §36-44-3(14).
- 1.23 **“Term”** means the term of this agreement as proscribed in Section 3.1 hereof.

ARTICLE 2

2.1 Representations of the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

2.1.1 The City created the amended City of Kingsland TAD Number One effective as of ____, 2024, pursuant to its redevelopment powers as authorized by the Redevelopment Powers Law and the City Resolution. The City duly adopted the Redevelopment Plan pursuant to the Redevelopment Powers Law and the City Resolution.

2.1.2 The City has made certain findings with respect to the Redevelopment Plan in accordance with the Redevelopment Powers Law, including, without limitation, that: (i) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan, and (ii) the public infrastructure improvements to the Redevelopment Area is likely to enhance the value of a substantial portion of the real property in Kingsland TAD Number One.

2.1.3 The city intends to authorize the issuance of TAD financing, consisting of a pay-as-you-go financing plan, notes or other means of TAD financing as may be necessary to implement provisions of the Redevelopment Plan.

2.1.4 The City is permitted by ARTICLE IX, SECTION III, PARAGRAPH I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the School District for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting partners are authorized by law to undertake or provide, and accordingly as a corollary, the Redevelopment Powers Law provides that the City may exercise its redevelopment powers and create redevelopment plans and tax allocation districts, and issue one or more series of bonds, notes or other obligations to finance, in whole or in part, the development costs within a tax allocation district and which are issued on the basis of pledging for the payment or security of payment of such bonds positive tax allocation increments derived from the tax allocation district, all or part of the general funds

derived from the tax allocation district, and any other property from which the bonds may be paid as provided in the Redevelopment Powers Law.

2.1.5 The City has the power to enter into this Agreement and perform all obligations contained herein, and by property action has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid and binding legal obligation of the City, enforceable against the City in accordance with its terms.

2.2 Representations of the School District. The School District makes the following representations as the basis for the undertakings on its part herein contained:

2.2.1 The School District is permitted by ARTICLE IX, SECTION III, PARAGRAPH 1 of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the City of joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with such activities, services or facilities the contracting parties are authorized by law to undertake or provide.

2.2.2 The School District has the power to enter into this Agreement and perform all obligations contained in this agreement and by proper action has duly authorized the execution, delivery and performance of this agreement, including, without limitation, the inclusion of ad valorem property taxes levied by the School District on taxable real property within the City of Kingsland Tax Allocation District #1: Exit 3 Commercial and Entertainment District in the computation of the Tax Allocation Increments for the purposes set forth in the Redevelopment Plan, pursuant O.C.G.C. §36-44-9(c).

2.2.3 This Agreement is a valid and binding legal obligation of the School District, enforceable against the School District in accordance with its terms.

ARTICLE 3

3.1 Terms of the Agreement. The term of the Agreement (the “Term”) shall commence on the Effective Date hereof and this Agreement shall remain in full force and effect for the TAD until (i) all TAD Financing and the eligible Redevelopment Costs have been paid in full, (ii) the TAD has been terminated by Resolution for other reasons; or (iii) ten years have elapsed from the Effective Date, whichever first occurs.

3.2 Certification of the Tax allocation Increment Base. The City and School District hereby agree that the Tax Allocation Increment Base for the Kingsland TAD Number One, which will be certified by the State Revenue Commission as of December 31, 2024, is the taxable value of all real property subject to ad valorem property taxation located within the TAD net of all exemptions and exclusions applicable as of such date.

3.3 Inclusion of Ad Valorem Property Taxes in Computation of Tax Allocation Increment for City TAD. The determination of ad valorem property taxes included in the increment for the TAD will be based on the following:

3.3.1 Pursuant to the School District Resolution, the School District hereby consents and agrees to the inclusion of School District ad valorem taxes on real property within the TAD in computation of the Tax Allocation Increments for the TAD in accordance with the Redevelopment Powers Law, effective as of December 31, 2024, subject to and in accordance with this Agreement.

3.3.2 Commencing in 2025, the School District agrees to remit to the City each year and in accordance with the Redevelopment Powers Law, the School District Tax Allocation Increment for the TAD for such year within forty-five (45) days after the due date for all ad valorem taxes paid by the due date and withing forty-five (45) days after the end of the calendar month of collection as to all such taxes paid after the due date thereof.

3.4 Issuance of TAD Bonds or Other TAD Financings. The City shall be solely responsible for the issue or cause of TAD bonds or other TAD financing to be issued for TAD Number One.

The aggregate principal amount of any and all TAD Financing issued with respect to the TAD shall be determined on the basis of the judgement of qualified professionals as to the projected estimate of the Tax Allocation Increment.

3.4.1. By October 30th of each year of this agreement the Board of Education will communicate in writing with the City Manager of Kingsland and the Camden County Tax Collector will determine the amount of Payments in Lieu of Taxes (PILOT) due the School District that year from the ad valorem increment from TAD #1 according to the following formula: for years one through ten of the TAD term, 30% of the amount collected from incremental property taxes attributed to the Board of Education's millage in TAD #1 in each year and for years eleven through twenty-five of the TAD term, 40% of the amount collected from incremental property taxes attributed to the Board of Education's millage in TAD #1 in each year.

3.4.2. For the term of the tax allocation district, an annual Payment in Lieu of Taxes will be paid from any incremental ad valorem property taxes collected by the Camden County Tax Collector annually. The PILOT fee will consist of two elements each year of the TAD: the first, should property taxes from the base valuation of the TAD not already be paid directly to the School District, will be \$25,806 which represents the current School District property taxes generated from existing properties in the TAD in 2024. The second, will equal 30% of the Board of Education's remaining increment for TAD #1 for years one through ten of the TAD term and 40% of the Board of Education's remaining increment for TAD #1 for years eleven through twenty-five of the TAD term. Should there be no incremental taxes generated in a given year of the TAD, the school district will be entitled to its proportional share of the taxes generated that year. The annual payment will be made within 30 days of receipt of the incremental tax receipts from the County Tax Collector.

3.5 Reporting. The City will provide to the School District commencing with calendar year 2025 and each calendar year thereafter (i) within thirty (30) days after the end of the each such calendar year, a comprehensive annual report regarding the current status of the redevelopment occurring within TAD Number One, forecasts of future development, the amount of positive Tax Allocation Increments generated by that development and the intended use of Tax Allocation Increments generated within the TAD. The City will also provide to the School District, within fifteen (15) days after issuance of the City's Comprehensive Annual Financial Report, a copy of the annual audit of, as applicable, the Redevelopment Agency for the TAD or the City, to include the amount of positive Tax Allocation Increment deposited into the respective TAD Special Fund, the Year-end Fund balances, the uses of such funds and all debt service obligations outstanding.

3.6 Use of School District Tax Allocation Increment. The School District's Tax Allocation Increment may be used for purposes consistent with the anticipated uses of estimated future TAD proceeds as specified in the Redevelopment Plan, including but not necessarily limited to the following:

3.6.1 To pay TAD financing costs as defined in O.C.G.A. §36-44-3 (8)(B)

3.6.2 To pay organizational costs, imputed administrative costs, and professional services costs associated with the implementation of the Redevelopment Plan and TAD as provided in O.C.G.A. §36-44-3(B).

3.6.3 To pay capital costs, professional services costs and real property assembly costs associated with private development on private property.

3.6.4 Excess Funds attributable to the School District Tax Allocation Increment from any calendar year may be applied by the City to prepare the amount of TAD Financing then outstanding.

3.6.5 Nothing in this section shall be intended or should be construed to limit the use of proceeds from TAD Bonds or other TAD Financing, and the same may be used for all purposes allowed under the Redevelopment Powers Law.

3.7 **Special Conditions, Stipulations or Requirements.** The City shall promptly notify the School District in writing of any special conditions, stipulations or requirements imposed on at any time or from time-to-time hereafter by any other taxing authority with respect to the Tax Allocation Increment and the TAD. If so elected by the BOE, the School District shall be entitled to the benefit of any special financial conditions stipulations or requirements imposed with respect to the Tax Allocation Increment and the TAD. The parties hereto hereby agree that this Agreement shall be amending or supplemented to provide for such special financial conditions, stipulations or requirements impose hereafter, any the City hereby agrees to enter any such amending or supplement to the Agreement required as aforesaid.

3.8 **Request to Include County Increment.** The parties specifically acknowledge that City shall seek the consent of the Camden County Commission for inclusion of County Tax Allocation Increments for the purposes of paying redevelopment costs.

3.9 **City's Indemnification of School District.** The City hereby agrees to defend and hold harmless the School District and its Board of Education, officials, employees, agents and representatives from and against any and all claims, losses, damages, costs or expenses arising from or in connection with any actions, claims, suits or challenges of any kind related to the exercise, use, implementation or performance by the City of its Redevelopment Agency of the City's rights, powers or authority under the Redevelopment Powers Law or the actions of the City its Redevelopment Agency under the Agreement.

3.12 **Limitation of Obligations.** The school District shall have no financial obligation as a result of the redevelopment and improvement of the TAD or the Redevelopment Area other than the inclusion of School District ad valorem taxes in the computation of the Tax Allocation Increment of the TAD as provided herein. TAD Bonds shall not constitute an indebtedness of or a charge against the general taxing power of the School District.

ARTICLE 4

4.1 **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

4.2 **Entire Agreement.** This agreement expresses the entire understanding and all agreements between the parties hereto with respect the matters set forth herein.

4.3 **Survival of Warranties.** All agreements, covenants, certifications, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transaction contemplated hereby shall survive the execution and the delivery hereof, regardless of ay investigation or other action taken by any person relying thereon.

4.4 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be original, and all of which shall constitute but one and the same instrument.

4.5 **Amendments in Writing.** This Agreement may be amended, supplemented, or otherwise modified solely by a document in writing duly executed and delivered by the City and School District. No waiver, release, or similar modification of this agreement shall be established by conduct, custom, of course or dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the School District.

4.6 **Notices.** Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed by certified mail, return receipt requested, postage prepaid, to the City and School District at the address shown below or at such other addresses as may be furnished by the City and School District in writing from time to time.

CITY:

City Manager
City of Kingsland
107 S. Lee Street
P.O Box 250
Kingsland, GA 31548

With a Copy to:
City Attorney

SCHOOL DISTRICT:

Dr. Tracolya Green
Superintendent of Schools
Camden County Schools
311 South Est Street
Kingsland, GA 31548

With a Copy to:

4.7 **Severability.** If any provision of this agreement shall be held to be or shall, in effect, be inoperative or unenforceable under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable, to any extent whatever. The invalidity of any one or more phrases, sentence., clauses or sections contained in this agreement shall not affect the remaining portion so the agreement or any part thereof.

4.8 **Limitation of Rights.** Nothing in this agreement expressed or implied, shall give to any person, other than the parties hereto and their successors an assigns hereunder, any benefit of any legal or equitable right, remedy, or claim under this agreement.

IN WITNESS WHEREOF, the City and School District have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the effective date set forth hereinabove.

CITY OF KINGSLAND, GEORGIA

By: _____

Dr. C. Grayson Day, Jr., Mayor

Attest: _____

Jo Seigler, City Clerk

(SEAL)

This ____ day of _____, 2024

CAMDEN COUNTY SCHOOLS, BOARD OF EDUCATION

By: _____

Jonathaon Blount, Chairman

Attest: _____

School District Clerk

This 9 day of DEC., 2024

ATTACHMENT A

City Resolution

A RESOLUTION CONSENTING TO THE INCLUSION OF CERTAIN CAMDEN COUNTY EDUCATIONAL AD VALOREM TAXES IN THE COMPUTATION OF THE TAX ALLOCATION INCREMENT FOR THE CITY OF KINGSLAND TAX ALLOCATION DISTRICT NUMBER ONE — EXIT 3 COMMERCIAL AND ENTERTAINMENT DISTRICT; SUBJECT TO APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE CAMDEN COUNTY BOARD OF EDUCATION; AND FOR OTHER PURPOSES

WHEREAS, the Council of the City of Kingsland (the “City”), by resolution adopted on 12/9, 2024 (the “City Resolution”), adopted the Exit 3 Commercial and Entertainment District Redevelopment Plan (the “Redevelopment Plan”) and established Tax Allocation District Number One — Exit 3 Commercial and Entertainment District (the “Exit 3 TAD”) within the incorporated portion of Kingsland, Camden County, Georgia (the “County”) in the area of the City (the “Redevelopment Area”) as shown in the City Resolution, a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, the City Resolution provides that the Exit 3 TAD was created pursuant to the City’s redevelopment powers as authorized by the Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, and became effective on November 8, 2011; and

WHEREAS, copies of the City Resolution and the Redevelopment Plan for the TAD have been furnished to the Camden County Board of Education

WHEREAS, the City made certain findings with respect to the Redevelopment Plan, including the following:

(a) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan;

(b) the improvement of public infrastructure as called for in the Redevelopment Area is likely to enhance the value of a substantial portion of the real property in the district; and

WHEREAS, the City Resolution provides that the City intends to authorize the issuance of forms of tax allocation financing obligations as may be necessary to implement provisions of the Redevelopment Plan; and

WHEREAS, the Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, provides that Board of Education ad valorem property taxes derived from within a municipal tax allocation district may be included in the computation of the tax allocation increment of the district if the governing body of the School District consents to such inclusion by resolution; and

WHEREAS, the City of Kingsland has obtained consent from the Camden County Board of Commissioners, by Resolution adopted 12/9, 2024, to inclusion of the County's share of ad valorem taxes in the computation of the tax allocation increment for the TAD; and

WHEREAS, the Redevelopment Powers Law provides that ad valorem property taxes levied by an independent Board of Education for educational purposes derived from a municipal tax allocation district may be included in the computation of tax allocation increment of the tax allocation district if the governing body of the Board of Education consents to such inclusion by resolution;

WHEREAS, the Board of Education has promulgated a policy regarding approval for including the School ad valorem taxes in the computation of the tax allocation increment for a Tax Allocation District with objective criteria for obtaining such approval; and

WHEREAS, the City of Kingsland has complied with the Board of Education's Policy regarding Tax Allocation Districts; and

WHEREAS, the Board of Education and the City wish to enter into an Intergovernmental Agreement to memorialize the agreement of the two governmental entities regarding the TAD and shall proceed in good faith to negotiate the terms of said Agreement; and

WHEREAS, based on the provisions contained in the Intergovernmental Agreement, the Board of Education now wishes to consent to inclusion of Board of Education ad valorem taxes in the computation of the tax allocation increment for the City of Kingsland TAD Number One – Exit 3 Redevelopment Area.

NOW, THEREFORE, BE IT RESOLVED BY THE CAMDEN COUNTY BOARD OF EDUCATION, in accordance with the Redevelopment Powers Law, O.C.G.A. §36-44-9(b) the Board of Education, does hereby consent to inclusion of educational ad valorem real property taxes within the City of Kingsland TAD Number One – Exit 3 in the computation of the tax allocation increment for the TAD.

BE IT FURTHER RESOLVED that the School District is authorized to enter into an Intergovernmental Agreement of which is attached as Attachment "A" which contains, inter alia, the following terms and conditions:

- 1) By October 30th of each year of this agreement the Board of Education will communicate in writing with the City Manager of Kingsland and the Camden County Tax Collector will determine the amount of Payments in Lieu of Taxes (PILOT) due the School District that year from the ad valorem increment from TAD #1 according to the following formula: a PILOT fee of 30% during years one through ten of the TAD term and 40% during years eleven through twenty-five of the TAD term; of the increment from TAD #1 resulting from the Board of Education's millage in that year.
- 2) For the term of the tax allocation district, an annual Payment in Lieu of Taxes will be paid from any incremental ad valorem property taxes collected by the Camden County Tax Collector annually. The PILOT fee will consist of two elements each year of the TAD: the first, should property taxes from the base valuation of the TAD not already be paid directly to the School District, will be \$25,806 which represents the current School District property taxes generated from existing properties in the TAD in 2024. The second, will equal 30% of the Board of Education's remaining increment for TAD #1 for years one through ten of the TAD term and 40% for years eleven through twenty-five of the TAD term. Should there be no incremental taxes generated in a given year of the TAD, the school district will be entitled to its proportional share of the taxes generated that year. The annual payment will be made within 30 days of receipt of the incremental tax receipts from the County Tax Collector.
- 3) The City agrees that it will develop the TAD area in a manner consistent with the Redevelopment Plan and the City's Future Land Use Map, which encourages commercial and mixed-use development within the TAD.
- 4) Any funds remaining in the TAD Special Fund after all redevelopment costs and all TAD Financing have been paid or otherwise satisfied, which funds were derived from the CCSD Tax Allocation Increment, a pro rata portion of such remaining funds from the Included Parcels, shall be paid to the CCSD within 60 days after the end of the calendar year, in the same manner and the same proportion as the most recent distribution by the applicable collecting tax authority in accordance with the Redevelopment Powers Law.
- 5) The City of Kingsland will provide annual financial reports to the School District related to the TAD on or before February 15th of each year subsequent to the year in

which financing is provided, which is expected to occur no later than December 2025.

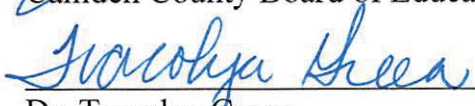
BE IT FINALLY RESOLVED that this Resolution shall be effective immediately upon adoption and that all resolutions and parts of resolutions in conflict with this resolution are hereby rescinded to the extent of such conflict.

PASSED AND ADOPTED by the Camden County Board of Education this 9th day of Dec 2024.

By:



Jonathon Blount, Chairman
Camden County Board of Education



Dr. Tracolya Green
Superintendent of Schools

ATTEST: [SEAL]

Secretary
Camden County Board of Education



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 01/27/25 06:00 PM
Department: City Clerk
Category: Appointment
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 4664)

DOC ID: 4664

Appointments to the KCVB Authority Board

Councilman Chamberlin Appointment -
Councilman Fullilove Appointment -



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4671)

Meeting: 01/27/25 06:00 PM
Department: City Clerk
Category: License
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4671

9.3

Approval of: Temporary Alcohol License for Alex Wong, owner of Outerbanks Bar & Grill

Alex Wong, owner of Outerbanks Bar and Grill, has applied for a temporary alcohol license for the sale of beer/wine/liquor by the drink at the 2025 Mardi Gras Festival to be held on February 28 - March 1, 2025 in downtown Kingsland.



#6088

Permit Reference #

9.3.a

CITY OF KINGSLAND

K-Bay Margi Gras 2025

Temporary/Special Event Alcohol Beverage For Sale By Nonprofit Civic OrganizationsPermit Application

Request the Sale of:

☒ Beer☒ Wine☒ Distilled Spirits

Organization Name:

Outerbanks Bar & Grill

Non-Profit Type:

☐ Non-Profit: 501(c) ☐ Non-Profit: 501(d) ☐ Non-Profit: 501(e)

Location of Event:

Hwy 17 & E William Ave

Date(s) of Event:

Start Date: 2 / 28 / 2025

End Date: 3 / 1 / 2025

Event Start-time:

9:00 AM

Event End-time: 9:00 PM

Applicant's Name:

Alex Wong

Mailing Address:

140 The Lakes Blvd #H Kingsland, GA 31548

Physical Address:

140 The Lakes Blvd #H Kingsland, GA 31548

Federal Tax ID #:

26-1389830

Applicant's Phone #:

(912)729-5499

Applicant's Email: Outerbanks31548@yahoo.com

Alcohol Provided By:

Outerbanks (OBX)

How will alcohol be dispensed?

☒ For Sale/Sold☐ Give-away

Will There Be Entertainment at the Event?

☒ Yes☐ No

Business catering food:

N/A

Estimated # of Attendees:

5K-10K

Will the Event be Open to the Public?

☒ Yes☐ No

Will There Be Security at The Event?

☒ Yes☐ No

Copy of 501 designation attached?

☐ Yes☐ No☒ Not Applicable

Please sign and date this application acknowledging your responsibilities as the license holder to ensure all state and local laws governing the dispensing of alcohol, including the prohibition against serving to minors, are strictly enforced.

By signing below, you agree that you have read, understand & acknowledge your responsibilities as outlined in [City of Kingsland Ord. No. 2012-06, 8-27-2012 / Sec. 3-19.1. - Issuance Of Temporary Permit For Sale By Nonprofit Civic Organizations](#).

Alex Wong

Print Name

Signature

11 / 21 / 2024

Date

Office Use

Permitting Office:

Approved ☒Disapproved ☐

Police Department:

Approved ☒Disapproved ☐

City Manager Office:

Approved ☒Disapproved ☐

Comments:

Rev. 07072022

Packet Pg. 30

Attachment: Outerbanks Application (4671 : Approval of: Temporary Alcohol License for Alex Wong, owner of Outerbanks Bar & Grill)



CITY OF KINGSLAND
Temporary/Special Event Alcohol Beverage For Sale By Nonprofit Civic Organizations

HOW TO OBTAIN A TEMPORARY/SPECIAL EVENT ALCOHOL PERMIT

*Please submit the completed application and payment no earlier than 120 days prior to the event,
and no later than 15 business days prior to your event date.*

Upon application to the Permitting Department and payment of an application fee as provided below, the City Manager (CM) shall be authorized to approve issuing a permit under the following conditions:

Any temporary event for which dispensing of alcoholic beverages is requested must be:

1. All applications for a temporary/special permit must be submitted to the City of Kingsland Permitting Office at least **15 business days** prior to the date of the event, unless waived by the City Manager.
2. Any licensee holding an annual City Alcohol Beverage License for on premises consumption is strictly prohibited from serving alcoholic beverages purchased from a state wholesaler for sale on their licensed premises under the issuance of a special alcoholic beverage permit.
3. All applicants and permit holders must comply with all state statutes governing the sale of alcoholic beverages and all sections of this ordinance governing such sale.
4. The permit granted under this section shall be deemed to be a privilege permit. The application shall be processed in accordance with this Code and shall be presented to the City Manager, who will take such action as deemed appropriate.
5. No such event shall exceed three (3) days, including Sunday, for which the City Manager shall have authority to waive normal Sunday regulations if circumstances warrant such waiver.
6. The fee for such permit shall be \$180.00 per permit and shall be paid at the time of application.

SPECIAL EVENT ALCOHOL PERMIT CHECKLIST

- ☐ Copy of documented non-profit status (Required for ALL non-profit organizations) *N/A*
- ☒ Copy of contract for event
- ☒ Government issued photo identification
- ☒ Letter of consent from property owner
- ☒ Check/cash or money order payable to City of Kingsland for \$180.00

City of Kingsland Ord. No. 2012-06, 8-27-2012) Sec. 3-19.1. - Issuance of temporary permit for sale by nonprofit civic organizations.

The temporary permit may be issued as hereinafter set out:

- (1) Upon the filing of an application and payment of a fee of \$180.00 by a bona fide nonprofit civic organization to the city, the council may issue a permit authorizing the organization to sell alcoholic beverages for consumption on premises for a period not to exceed three days, subject to any provision of the ordinance from which this section was derived or state law regulating the time for the selling of such beverages. The fee is for the city's administrative costs, including advertising, in processing the application.
- (2) No more than six permits may be issued to an organization in any one calendar year pursuant to the ordinance from which this section was derived. The organization must also obtain a permit from the state revenue commissioner.
- (3) The permit issued to this section shall be valid only for the place specified in the permit. All permits for festivals and benefits conducted by nonprofit civic organizations shall specify that all sales and consumption shall be within a predefined controlled area enclosed by a tent or fencing, and that all beverages are served in paper or plastic containers. No permit may be issued unless sale of distilled spirits, malt beverages or wine is lawful in the place for which the permit is issued.



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

Planning and Community Development Staff Report

City Council Meeting Date: January 27, 2025

Agenda Item: Temporary Alcohol License

Summary:

Alex Wong with Outerbanks Bar & Grill has applied for a temporary alcohol license to be able to sell beer/wine/liquor by the drink at the 2025 Mardi Gras Festival. No issues were found during the background check.

Zoning: C-1A (General Commercial)

Staff Recommendation: **City Manager, Chief of Police, and the Planning Department**
Staff recommends approval of the Alcohol License.

Scott L. Kimball

Planning & Zoning Director



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4669)

Meeting: 01/27/25 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4669

9.4

Approval Of: Survey Proposal for West Pump Station/Force Main Project

Pricing provides for the full survey CADD file and an option for Private Utility Locating (PUL) services. Scheduled time frame reflects providing a finished product in March 2025.

City engineer recommends low bid, Blew & Associates, for the base price & the optional PUL services at a total cost of \$54,875.

Bid Tabulation
 Surveying Services
 RFP #COK 25-010
 Friday, January 3, 2025 @ 5:00 PM

Vendor	Base Cost	PUL/SUE Adder	Total
Blew and Associates	\$29,000.00	\$25,875.00	\$54,875.00
Rochester and Associates	\$45,000.00	\$10,500.00	\$55,500.00
Southeastern Surveying (SSMC)	\$32,800.00	\$28,717.50	\$61,517.50
TerraMark Land Surveying	\$62,000.00		\$62,000.00
Singlepoint Services	\$58,454.36	\$8,297.68	\$66,752.04
EMC Engineering Services	\$77,000.00	\$13,000.00	\$90,000.00
SurvTech Solution Inc	\$74,458.00	\$21,973.50	\$96,431.50
Johnson, Mirmiran and Thompson	\$86,442.98	\$16,715.01	\$103,157.99
Atlas Technical Consultants	\$161,759.38	\$4,790.00	\$166,549.38

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



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4668)

Meeting: 01/27/25 06:00 PM
Department: Finance
Category: Agreement
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4668

9.5

Approval Of: Promissory Note Between City of Kingsland and Camden County Public Service Authority

The City is one of the funding sources for the PSA pursuant to an intergovernmental agreement. This promissory note establishes the repayment agreement between the City and PSA on the advancement of such funds in the amount of \$151,169.40.

STATE OF GEORGIA
COUNTY OF CAMDEN

PROMISSORY NOTE

\$151,169.40
January 16, 2025

WHEREAS, the Camden County Public Service Authority, hereinafter referred to as the "PSA", is a public corporation created by an Act of the Georgia General Assembly, approved March 30, 1990 (Ga. L. 1990, p. 4273), as amended, to provide, among other things, services for the benefit of the people of Camden County; and

WHEREAS, the City of Kingsland, Georgia, hereinafter referred to as the "City" is a municipal corporation located within Camden County; and

WHEREAS, the City is one of the funding sources for the PSA pursuant to an intergovernmental agreement which includes the City and the PSA; and

WHEREAS, on January 25, 2024, the City loaned \$100,779.60 to the PSA as an advance on its funding obligations required by the said intergovernmental agreement; and

WHEREAS, on April 26, 2024, the City loaned \$50,389.80 to the PSA as an additional advance on its funding obligations required by the said intergovernmental agreement; and

WHEREAS, the City and PSA have agreed to repayment terms for the money loaned and advanced by the City to the PSA.

THEREFORE, FOR VALUE RECEIVED, the undersigned promises to pay to the order of the **CITY OF KINGSLAND, GEORGIA**, (the "Promisee") the principal sum of **One Hundred Fifty-One Thousand One Hundred Sixty Nine and 40/100 (\$151,169.40) DOLLARS** in legal tender of the United States of America, with interest thereon from and including the date hereof at the rate of **Zero (0.0%) percent per annum** on the unpaid principal balance until paid, in installments, as follows: principal and interest shall be due and payable in **3** equal consecutive semi-annual installments, each in the amount of **\$50,389.80**, commencing on the **30th day of April, 2025**, with the second installment of the same amount being due and payable on the **31st day of October**,

Attachment: Promissory Note re_Kingsland advance (4668 : Approval Of: Promissory Note Between the City and PSA)

2025, and the final and last of such installments being due and payable on the **30th day of April, 2026**.

Principal and interest shall be due and payable at **P.O. Box 250, Kingsland, Georgia 31548** or at such other place as the holder may designate in writing.

Should any installment not be paid when due, or should the undersigned fail to comply with any of the terms or requirements of this note, the entire unpaid principal sum evidenced by this note, together with all accrued and unpaid interest thereon, shall, at the option of the Promisee, and without notice to the undersigned, become due and may be collected forthwith, time being the essence of this promissory note. It is further agreed that failure of the Promisee to exercise this right of accelerating the maturity of the indebtedness, or indulgence granted from time to time, shall in no event be considered as a waiver of such right of acceleration or stop the Promisee from exercising such right.

Should this promissory note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney at law, the Promisee shall be entitled to all costs of collection, plus 15% percent of the principal and interest as attorney's fees.

Each of the undersigned hereby severally waives and renounces demand for payment, protest and notice of non-payment.

If more than one party executes this note, the term "undersigned" as used shall mean all parties signing this note and each of them, who will be jointly and severally obligated hereunder.

This promissory note is to be construed in all respects and enforced according to the laws of the State of Georgia.

This note may be prepaid in part or in full at anytime without penalty.

[signature page follows]

Attachment: Promissory Note re_Kingsland advance (4668 : Approval Of: Promissory Note Between the City and PSA)

WITNESS, the hand and seal of the undersigned on the date first above written:

CAMDEN COUNTY PUBLIC SERVICE AUTHORITY

Signed, sealed, and delivered
this ____ day of January, 2025.

By: _____

Witness

Attest: _____

Notary Public

Attachment: Promissory Note re_Kingsland advance (4668 : Approval Of: Promissory Note Between the City and PSA)