



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • DECEMBER 10, 2018

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. Notice of Scheduled Public Hearing, Rezoning of a Portion of Parcel 107 005. the City of Kingsland Planning Commission Has Recommended the Rezoning of a Portion of Parcel 107 005 Also Known as Lake Manor West. Copies of the Proposed Rezoning Are Available at the Community Planning Offices at 105 S. Lee Street. -
2. Notice of Scheduled Public Hearing Rezoning of Parcel 070 057A. the City of Kingsland Planning Commission Has Recommended the Rezoning of Parcel 070 057A V/L Bertha Mineral Tract Also Known as Southeastern Trust for Parks and Lands Property. Copies of the Proposed Rezoning Are Available at the Community Planning Offices at 105 S. Lee Street. -

II. CALL TO ORDER AND WELCOME GUESTS

III. INVOCATION AND PLEDGE TO THE FLAG

1. Pastor Matthew Pettus -
2. Girl Scout Troop 30315 -

IV. ROLL CALL

Kenneth E Smith Sr
James McClain
Charles Grayson Day Jr.
James W Galloway
Michael J McClain

Mayor
Mayor Pro Tem
Councilman
Councilman
Councilman

V. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular Council Meeting
 1. City Council - Regular Meeting - Nov 26, 2018 6:00 PM -

- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

VI. RECOGNITION

- 1. Mayor Kenneth E. Smith, Sr., and Mayor ProTem James McClain -
- 2. Service Awards -
5 years - Sean Rafferty, 10 years - Christopher King, Donald Belcher, Jr., Justin Bickmore, James Flowers, Jr., Clarence Amerine, Joseph Gregory, Natalie Moreland, Jack Richardson, Jr., William Soles, Terri Riggins, 15 years - Louie Scroggins, 20 years - Sandy Chambliss, Cindy McCollough, 30 years - Kathryn Greene

VII. PRESENTATION

- 1. Presentation: Georgia Emergency Management and Homeland Security Agency Grant Awarded to Kingsland Fire Department in the Amount of \$76,850.00 -
Funding provided by the Georgia Emergency Management Agency / Homeland Security Grant Program will allow us to purchase 10 air packs and 24 cylinders for a total grant award of \$76,850.

Firefighters are often called to respond to an act of terrorism, after an explosion releases smoke, fire, or a toxic agent. Preparation for the event of an attack must include planning, training, and protective equipment that will allow firefighters to effectively respond in a contaminated and hostile environment while carrying out their duties. In an effort to equip our firefighters adequately for potential terrorism threats, Chemical, Biological, Radiological, and Nuclear (CBRN) Self-Contained Breathing Apparatus (SCBA) are required.

VIII. GRANTING AUDIENCE TO THE PUBLIC

IX. OLD BUSINESS

X. PLANNING AND ZONING

- 1. Approval Of: Rezoning 070 057A -

Southeastern Trust for Parks and Land, Incorporated is requesting rezoning for a solar energy collection site. The solar collection site will be quiet, clean, and environmental friendly. It will not increase traffic in the area. *Planning Commission Recommends Approval.*

2. 2443 : Approval Of: Rezoning Portion of Parcel 107 005, Lake Manor West for Neighborhood Commercial Use. -

Planning Commission Recommends Approval.

3. Acceptance Of: Sign Variance -

Mr. Daniel Wheeler has requested a sign variance at 109 Haddock Road, Suite 101 and 108. Mr. Wheeler would like to install signage on the back of building. His commercial property has high visibility from back of property. *Planning Commission Recommends Approval.*

4. Approval Of: Quit Claim Deed, Lot 11 Camden Woods -

Approval of a Quit Claim Deed conveying parcel 107 044 from the Southeastern Trust for Parks and Land to the City of Kingsland for the purpose of drainage improvements and other recreational activities. *Staff recommends approval.*

5. Approval Of: City of Kingsland R-O-W Utility Permit Ordinance -

An ordinance to replace Chapter 22, Article III of the Kingsland Code of Ordinances for the purpose of regulating public and private entities which use the City Rights-of-Way. The ordinance has been reviewed and approved by legal counsel. *Staff recommends approval*

XI. NEW BUSINESS

1. Approval Of: 2019 Alcohol Beverage Renewals -
2. Resolution #2018-17: FY2017-18 Year End Budget Revisions -

Staff recommends approval.

3. Discussion: Intergovernmental Agreement Between County, Cities, PSA -

An agreement that provides for mutual and reciprocal rights, duties, obligations, and performance related to the consolidated leisure services functions of the Camden County Public Service Authority.

4. Approval Of: SPLOST VIII Intergovernmental Agreement Between County, Cities and PSA -

An intergovernmental agreement for the use and distribution of proceeds from the 2019 Special Purpose Local Option Sales Tax for capital outlay projects.

5. Approval Of: City of Kingsland SPLOST VIII Project List -

Staff recommends approval.

6. Bid Award: Purchase of Push Camera -

Item is budgeted in the Water/Sewer Fund. *Staff recommends low bid, Environmental Products of GA at \$9,850.00.*

7. Bid Award: Purchase of Long-Range CCTV Pipe Inspection Crawler -

This item is budgeted in the Water/Sewer Fund. Low bid did not meet the minimum specifications in the bid request. *Staff recommends second low bid, Reliability Point, LLC at \$60,865.00.*

8. Cancellation Of: December 24, 2018 City Council Meeting -

XII. MAYOR AND COUNCIL ANNOUNCEMENT

XIII. ADJOURNED

After recording please return to:
City of Kingsland
Office of City Clerk
P.O. Box 250
Kingsland, GA 31548

STATE OF GEORGIA
 COUNTY OF CAMDEN

QUITCLAIM DEED

THIS INDENTURE is made as of the ____ day of _____, 2018, by and between **SOUTHEASTERN TRUST FOR PARKS AND LAND, INC.**, a 501(c)(3) organization, (hereinafter referred to as "Grantor") and **THE CITY OF KINGSLAND**, a Georgia municipal corporation (hereinafter referred to as "Grantee") and ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

THAT GRANTOR, in consideration of the sum of One and No/100 Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency whereof are hereby granted, by these presents does hereby remise, convey and forever Quitclaim unto the said Grantee, the following described real property, to-wit:

Attachment: QCD KINGSLAND - STPL Lot 11 Camden Woods (2431 : Approval Of: Quit Claim Deed, Lot 11 Camden Woods)

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING in the City of Kingsland, Camden County, Georgia, described and identified according to that certain plat of survey made by Bennett Surveying, Inc., certified by Ernest R. Bennett, Jr., Georgia Registered Surveyor No. 2893, dated November 8, 2018, according to plat recorded in Plat Drawer 25, Map Number 6, Public Records Camden County Georgia and being more particularly described according to Exhibit "A" attached hereto and by the reference made a part hereof. The land thus described contains 34.86 acres, more or less, and is subject to any other easements which may lie within.

The foregoing property is the same described on that certain plat filed in Plat Book _____, Page _____, in the deed records of office of the Clerk of Superior Court of Camden County, Georgia.

TO HAVE AND TO HOLD the real property, to Grantee so that neither Grantor nor any person claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said property or appurtenances, or any right thereof, subject however to the aforesaid matters.

IN WITNESS WHEREOF, the said Grantor has signed, sealed and delivered these presents, acting by and through its duly authorized officials, on the day and year first above written.

Signed, sealed and delivered
on the ____ day of _____,
2018, in the presence of:

THE CITY OF KINGSLAND,
a Georgia municipal corporation

Unofficial Witness

BY: _____
Name: _____
Title: _____

Notary Public

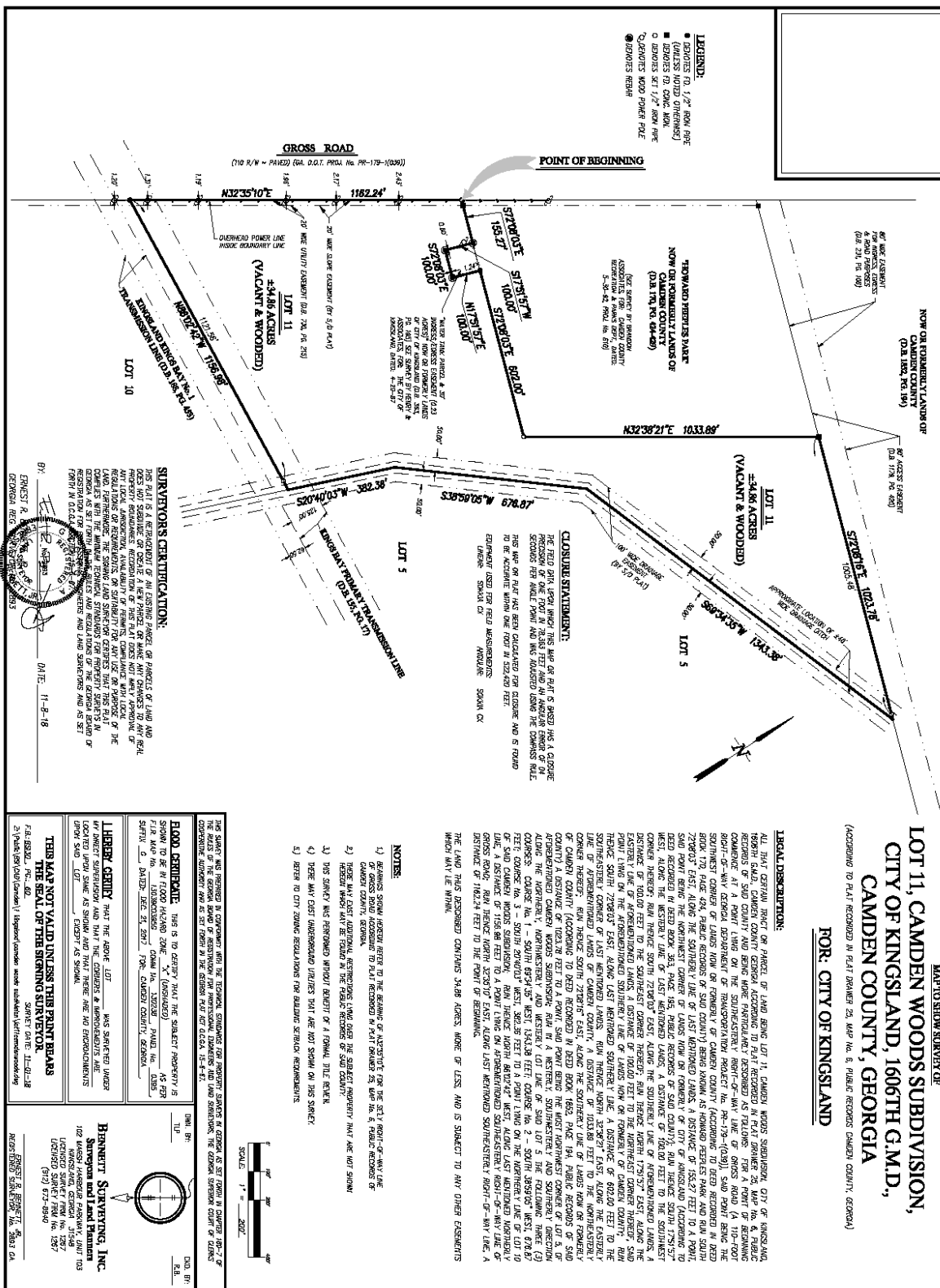
ATTEST: _____
Name: _____
Title: _____

NOTARY SEAL

[OFFICIAL SEAL]

My Commission Expires: _____

Attachment: QCD KINGSLAND - STPL Lot 11 Camden Woods (2431 : Approval Of: Quit Claim Deed, Lot 11 Camden Woods)





Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	107 044	Owner	SOUTHEASTERN TRUST FOR PARKS & LAND	Last 2 Sales			
Class Code	Consrv Use		INC	Date	Price	Reason	Qual
Taxing District	KINGSLAND		C/O HLM FINANCIAL GROUP	12/29/2015	0	GT	U
	KINGSLAND		160 CLAIREMONT AVENUE	12/12/2014	0	QC	U
Acres	34.86		SUITE 360				
			DECATUR GA 30030				
		Physical Address	GROSS RD				
		Assessed Value	Value \$26145				

(Note: Not to be used on legal documents)

Date created: 11/13/2018
Last Data Uploaded: 11/12/2018 8:11:10 PM

Developed by  Schneider
GEOSPATIAL

Attachment: Parcel 107 044 (2431 : Approval Of: Quit Claim Deed, Lot 11 Camden Woods)

ORDINANCE NUMBER _____

**AN ORDINANCE TO REPLACE CHAPTER 22 ARTICLE III OF THE
OFFICIAL CODE OF THE CITY OF KINGSLAND, GEORGIA
TO BE KNOWN AS “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES”,
IN ORDER TO ADMINISTER AND REGULATE THE
PUBLIC RIGHT-OF-WAY IN THE PUBLIC INTEREST, AND TO PROVIDE FOR
THE ISSUANCE AND REGULATION OF RIGHT-OF-WAY PERMITS**

WHEREAS, pursuant to Chapter 22, Article III, Section 22 of the City of Kingsland Code of Ordinances (“City”), the City is empowered to regulate roadside areas, including rights-of-way;

WHEREAS, pursuant to O.C.G.A. 36-76-1 et seq. known as the “Consumer Choice for Television Act” of 2007 the City retains regulatory powers over certain activity of cable and video providers with respect to public rights-of-way within or belonging to the City; and,

WHEREAS, pursuant to O.C.G.A. 46-5-1 et seq. telephone companies shall comply with all applicable local laws and regulations, including municipal ordinances and regulations, regarding the placement and maintenance of facilities in the public rights of way that are reasonable, nondiscriminatory, and applicable to all users of the public rights of way within or belonging to the City; and,

WHEREAS, the City desires to establish reasonable nondiscriminatory regulations for the installation, construction, maintenance, renewal, removal and relocations of Utility Facilities that are not more restrictive than equivalent regulations promulgated by the Georgia Department of Transportation with respect to Utilities on the state highway system under authority of O.C.G.A. 32-4-70;

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

SECTION 1

The Code of Ordinances of the City of Kingsland is hereby amended by replacing Chapter 22, Article III, entitled “Utility Encroachment Permits”, as follows:

Article III

DECLARATION OF FINDINGS AND PURPOSE, SCOPE, DEFINITIONS

Section 1.1 Intent and Purpose. The City of Kingsland (the "City") is vitally concerned with the use, construction within, and occupancy of all Rights of Way in the City as such Rights of Way are a valuable and limited resource which must be utilized to promote the public health, safety, welfare, economic development of the City and to protect public work infrastructure. Therefore, the City, under the authority of the Laws and Constitution of the State of Georgia, including but not limited to Article 9, Section 1, paragraphs 2 and 3 of the Georgia Constitution, O.C.G.A. 36-1-20 and O.C.G.A. 32-4-42(6), has adopted this ordinance for the purpose of regulating public and private entities which use the City Rights of Way.

Section 1.2 Scope. The provisions of this Chapter shall apply to all Utilities and Facilities occupying the Rights of Way as provided herein.

Section 1.3 Definitions. For the purposes of this Chapter, the following terms, phrases, words, and their derivations have the meanings set forth herein. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning. References hereafter to "Sections" are, unless otherwise specified, references to Sections in this Chapter. Defined terms remain defined terms whether or not capitalized.

1. City means the City of Kingsland, Georgia;
2. Codified Ordinances means the Codified Ordinances of the City of Kingsland, Georgia;
3. Construct means, but shall not be limited to, dig, bore, tunnel, trench, excavate, obstruct, install or remove signs, or Facilities, other than landscaping or ornamental plantings, in, on, above, within, over, below, under, or through any part of the Rights of Way. Construct shall also include the act of opening and/or cutting into the surface of any paved or improved surface that is any part of the Right of Way;
4. Construction means, but shall not be limited to, the act or process of digging, boring, tunneling, trenching, excavating, obstructing, installing or removing signs or Facilities, other than landscaping or ornamental plantings, in, on, above, within, over, below, under, or through any part of the Rights of Way. Construction shall also include the act of opening, boring and/or cutting into the surface of any part of the Right of Way;

5. Director means the managing authority of the Planning and Community Development Department of the City of Kingsland, Georgia, or his or her designee;
6. Emergency means a condition that poses a clear and immediate danger to life, health, or safety of a person, or of significant damage or loss of real or personal property;
7. Facility or Facilities means any tangible thing, including but not limited to pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, appurtenances, appliances and future technology of any Utility in, on, along, over, or under any part of the Rights of Way within the City;
8. Facilities Representative(s) means the specifically identified agent(s)/employee(s) of a Utility who are authorized to direct field activities of that Utility and serve as official notice agent(s) for Facilities related information. Utility shall be required to make sure at least one (1) of its Facilities Representatives available at all times to receive notice of, and immediately direct response to, Facilities related emergencies or situations;
9. FCC means the Federal Communications Commission or any successor thereto;
- 10 Permit means an authorization which grants permission to conduct specific regulated activities on, in, over, under or within any public right-of-way, and which may be subject to conditions specified in a written agreement with the City or in a related provision of this Code of Ordinances;
11. Right(s) of Way means the surface and space in, on, above, within, over, below, under or through any real property in which the City has an interest in law or equity, whether held in fee, or other estate or interest, or as a trustee for the public, including, but not limited to any public street, boulevard, road, highway, freeway, lane, alley, court, sidewalk, parkway, or any other place, area, or real property owned by or under the legal or equitable control of the City, now or hereafter, that consistent with the purposes for which it was dedicated, may be used for the purposes of constructing, operating, repairing or replacing Facilities;
12. Service(s) means the offering of any service by a Utility for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, or alternatively, the provision of any service by a Utility between two or more points for a proprietary purpose to a class of users other than the general public;

13. Service Agreement means a valid license agreement, service agreement, franchise agreement, or operating agreement issued by the City or state pursuant to Law and accepted by a Utility or entered into by and between the City and a Utility, which allows such Utility to operate or provide service within the geographic limits of the City;
14. Street or Streets means the surface of, as well as the spaces above and below, any and all the streets, alleys, avenues, roads, bridges, tunnels and public places of the City within the corporate limits of the City, as the same now exist or may be hereafter extended or altered, and any location thereon, thereover or thereunder, and any portion thereof;
15. Transfer means the disposal by the Utility, directly or indirectly, by gift, assignment, sale, merger, consolidation, or otherwise, of more than fifty percent (50%) at one time of the ownership or controlling interest in the Facilities, or of more than fifty percent (50%) cumulatively over the term of a written approval of Registration of such interests to a corporation, partnership, limited partnership, trust, or association, or person or group of persons acting in concert;
16. Unused Facilities means Facilities located in the Rights of Way which have remained unused for twelve (12) months and for which the Utility is unable to provide the City with a plan detailing the procedure by which the Utility intends to begin actively using such Facilities within the next twelve (12) months, or that it has a potential purchaser or user of the Facilities who will be actively using the Facilities within the next twelve (12) months, or, that the availability of such Facilities is required by the Utility to adequately and efficiently operate its Facilities;
17. Utility or Utilities means All privately, publicly, or cooperatively owned systems for producing, transmitting, or distributing communication, data, information, telecommunication, cable television, video services, power, electricity, light, heat, gas, oil, crude products, water/sewer, steam, fire and police signals, traffic control devices, and street lighting systems, and housing or conduit for any of the foregoing, which directly or indirectly serve the public or any part thereof. The term "utility" may also be used to refer to the owner, operator, Utility, service, contractor or subcontractor, or any agent thereof, of any above-described utility or utility facility.

Section 2 UTILITY REGISTRATION

Section 2.1 Registration Required. Each Utility who occupies, uses or has Facilities in the Rights of Way at the time of passage of this Ordinance, including by lease, sublease or assignment, to operate Facilities located in the Rights of Way,

unless specifically exempted by state or federal law or this Code, shall file a Registration Statement with the Planning and Zoning Department within ninety (90) days of the effective date of this Ordinance.

Section 2.2 Registration Procedure. The Registration information provided to the City shall be on a form approved by the City and include, but not be limited to:

1. The name, legal status (i.e. partnership, corporation, etc.), street address, email address, and telephone and facsimile numbers of the Utility filing the Registration Statement (the "Registrant"). If the Registrant is not the owner of the Facility in the Right of Way, the Registration shall include the name, street address, email address if applicable, and telephone and facsimile numbers of the owner;
2. The name, street address, email address if applicable and telephone and facsimile numbers of one (1) or more Facilities Representative(s). Current information regarding how to contact the Facilities Representative(s) in an Emergency shall be provided at the time of filing a Registration and shall be updated as necessary to assure accurate contact information is available to the City at all times;
3. A copy, if requested, of the Utility's certificate of authority (or other acceptable evidence of authority to operate) from the Georgia Public Service Commission and/or the FCC and any other similar approvals, permits, or agreements.
4. A copy, if requested, of the Service Agreement, if applicable or other legal instrument that authorizes the Utility to use or occupy the Right of Way for the purpose described in the Registration.

Section 2.3 Incomplete Registration. If a Registration is incomplete, the Director shall notify the Registrant and shall provide a reasonable period of time in which to complete the Registration. If a Registration is complete, the Director shall so notify the Utility in writing.

Section 2.4 Acceptance of the Registration shall not convey title in the Rights of Way. Acceptance of the Registration is only the nonexclusive, limited right to occupy Rights of Way in the City for the limited purposes stated in the Acceptance. Acceptance of the Registration does not excuse a Utility from obtaining Permits required by City ordinances nor from obtaining appropriate access or pole attachment agreements before using the Facilities of others, including the City. Acceptance of the Registration does not excuse a Utility from notifying the City of Construction as required herein.

Section 2.5 Facilities in Place without Registration. Beginning one year after the effective date of this Chapter, any Facilities or part of a Facility found in a Right of Way for which registration is required but has not been obtained unless specifically exempted by law, and for which no valid Service Agreement exists with the City, may be deemed to be a nuisance and an unauthorized use of the Rights of Way. The City may exercise any remedies or rights it has at law or in equity, including, but not limited to abating the nuisance; taking possession of the Facilities, evicting the Utility from the Right of Way; prosecuting the violator; and/or any other remedy provided by City ordinance or otherwise allowed in law or in equity.

Section 3 CONSTRUCTION PERMITS

Section 3.1 Permit Required. It shall be unlawful for any Utility to excavate or to construct, install, maintain, renew, remove or relocate Facilities in, on, along, over or under the public roads of the City without a Utility permit from the Department of Planning and Community Development in accordance with the terms of this Chapter.

Section 3.2 Permit Procedure. Utility Permits shall be obtained from the Director (or such other person as the City Manager may designate) upon application made on forms prescribed by the Department of Planning and Community Development. The written application shall include the following:

1. The name and address of the Utility;
2. The nature, extent, and location of any work proposed to be done, along with satisfactory plans as attachments showing in detail the location of the proposed Facility or operations as described in the Permit application. The plans shall show the size or capacity of Facilities to be installed; their relationship to Street features such as right-of-way lines, pavement edge, structures, etc., horizontal and vertical clearance to critical elements of the roadway and any other information necessary to evaluate the impact on the Street and its operation;
3. The name and address of the person or firm who is to do such work;
4. The name, street address, email address if applicable and telephone and facsimile numbers of one (1) or more Facilities Representative(s).
5. The projected dates for the work to be started and finished;
6. An indemnity bond or other acceptable security in an amount to be set by the City to pay any damages to any part of the City road system or other City

property or to any city employee or member of the public caused by activity or work of the Utility performed under authority of the permit issued;

- 7 A copy, if requested, of the Registrant's certificate of authority (or other acceptable evidence of authority to operate) from the Georgia Public Service Commission and/or the FCC and any other similar approvals, permits, or agreements; and
- 8 A copy, if requested, of the service agreement, if applicable or other legal instrument that authorizes the Utility to use or occupy the Right of Way for the purpose described in the application.

Section 3.3 Permit Fees. Fees shall be determined by the Director, subject to the approval by resolution of the City Council. A fee schedule shall be available at the offices of the Director and the City Clerk and open for public inspection.

Section 3.4 Issuance of Permit. If the Director determines the Applicant has satisfied the following requirements, the Director may issue a permit.

1. Whether issuing of the approval will be consistent with this Chapter; and
2. Whether Applicant has submitted a complete Application and has secured all certificates and other authorizations required by law, if applicable, in order to construct Facilities in the manner proposed by the Applicant; and
3. The impact on safety, visual quality of the streets, traffic flow, and other users of the right of way and the difficulty and length of time of the Project, construction or maintenance.

Section 3.5 Emergency Situations.

1. Each Utility shall, as soon as reasonably practicable, notify the Director of any event regarding its Facilities which it considers to be an Emergency. The Utility may proceed to take whatever actions are necessary in order to respond to the Emergency. A Utility who engages in an emergency excavation shall take all reasonable precautions to avoid or minimize damage to any existing facilities.
2. In the event that the City becomes aware of an Emergency regarding Utility Facilities, the City may attempt to contact the affected Utility or Facilities Representative. The City may take whatever action it deems necessary in order to respond to the Emergency, including cut or move any of the wires, cables, amplifiers, appliances, or other parts of the Facilities. The City shall not incur any liability to the Utility, for such emergency actions, and the cost of such shall be paid by each Utility affected by the Emergency

Section 3.6 Effective Period of Permit.

1. Each permit shall have a set commencement and expiration date based on information provided in the applicant's permit application.
2. The Permit shall remain in place Construction is completed or until its expiration date unless the Utility is in default. The Director may give written notice of default to a Utility if it is determined that a Utility has
 - a. Violated any provision or requirement of the issuance or acceptance of a Permit application or any law of the City, state, or federal government;
 - b. Attempted to evade any provision or requirement of this Chapter;
 - c. Practiced any fraud or deceit upon the City; or
 - d. Made a material misrepresentation or omission of fact in its Permit application.

Section 3.7 Cancellation for Cause. If a Utility fails to cure a default within twenty (20) Working Days after such notice is provided to the Utility by the City, then such default shall be a material breach and City may exercise any remedies or rights it has at law or in equity to terminate the Permit. If the Director decides there is cause or reason to terminate, the following procedure shall be followed:

1. City shall serve a Utility with a written notice of the reason or cause for proposed termination and shall allow a Utility a minimum of fifteen (15) calendar days to cure its breach.
2. If the Utility fails to cure within fifteen (15) calendar days, the City may declare the Permit terminated.

Section 3.8 Expiration of Permit. If work is not begun within six (6) months of the date of issuance, the permit will automatically expire.

Article 4 REQUIRED MINIMUM STANDARDS

Section 4.1 Utility Accommodation Manual Adopted. The 2009 Utility Accommodation Policy and Standards manual, including all references contained therein to codes, rules, regulations, schedules, forms and appendix items, except Appendix B (Permit Forms and supporting Documents), promulgated by the State of Georgia Department of Transportation, as may be amended from time to time is hereby adopted by reference and incorporated in the article as if fully set forth

herein, subject to the amendments and modification contained in this Chapter. A copy of the manual shall be maintained at the offices of the Director or his designee and open for public inspection. Any conflicts between the provisions of this ordinance and the manual shall be resolved in favor of the manual. References to State personnel, agencies, and fees shall be interpreted, where required, as meaning the City of Kingsland municipal equivalents

Section 4.2 Protection of Traffic and Roadway. Unless specifically in the Permit, no Utility may occupy the City Rights of Way unless sufficient space is available so that the free flow and safety of traffic and other capacity considerations are not unduly impaired and the installation does not prevent the Department from reasonably maintaining the streets, structures, traffic control devices and other appurtenant facilities, and further provided that maintenance and operations of the Facilities do not jeopardize the traffic, street structure, other users of the right of way or the right of way itself.

Section 4.3 Grading: If the grades or lines of any street within the City Right of Way are changed at any time by the City during the term of the permit and this change involves an area in which the Utility's Facilities are located, then the Utility shall, at its own cost and expense and upon the request of the City upon reasonable notice, protect or promptly alter or relocate the Facilities, or any part thereof, so as to conform with such new grades or lines. In the event the Utility refuses or neglects to so protect, alter, or relocate all or part of the Facilities, the City shall have the right to break through, remove, alter, or relocated all or any part of the Facilities without any liability to the Utility and the Utility shall pay to the City the costs incurred in connection with such breaking through, removal, alteration, or relocation.

Section 4.4 Installation of Poles and Other Wireholding Structures and Relocation. Unless otherwise provided in a valid service agreement, no placement of any pole or wireholding structure of the Utility is to be considered a vested interest in the Right of Way, and such poles or structures are to be removed, relocated underground, or modified by the Utility at its own expense whenever the City determines that the public convenience would be enhanced thereby. The Facilities shall be so located and installed as to cause minimum interference with the rights and convenience of property owners.

Section 4.5 As provided in O.C.G.A § 25-9-6 (the Georgia Utility Facility Protection Act) and other applicable state law currently in place or as amended, no Utility shall commence, perform, or engage in blasting or in excavating with mechanized excavating facilities unless and until the Utility planning the blasting or excavating has given 48 hours' notice by submitting a locate request to the Utility Protection Center, beginning the next Working Day after such notice is provided, excluding hours during days other than Working Days.

Article 5 RESTORATION OF PROPERTY

Section 5.1 Each Utility shall be responsible for the cost of repairing any Facilities in the Rights of Way and adjoining property or other Facilities which it or its Facilities damage.

Section 5.2 A Utility shall be liable, at its own cost and expense, to replace, restore or repair, any Street, Facilities or property or structure thereon, thereunder, thereover or adjacent thereto that may become disturbed or damaged as a result of the Construction or installation, operation, upgrade, repair or removal of Facilities to a condition as good as or better than its condition before the work performed by the Utility that caused such disturbance or damage. If the Utility does not commence such replacement or repair after twenty (20) Working Days following written notice from the City, the City or the owner of the affected structure or property may make such replacement or repair and the Utility shall pay the reasonable and actual cost of the same.

Article 6 INSPECTION

Section 6.1 The Utility shall make the Construction site available to the Director and to all others as authorized by Law for inspection at all reasonable times during the execution and upon completion of the Construction.

Section 6.2 At any time, including the time of inspection, the Director may order the immediate cessation of any work which poses a serious threat to the health, safety, or welfare of the public, violates any law, or which violates the terms and conditions of the Permit and/or this Chapter or issue an order to correct work which does not conform to the Permit and/or applicable standards, conditions or codes.

Section 6.3 When the Construction under any Permit is completed, the Utility shall notify the Department.

Article 7 OTHER APPROVALS, PERMITS AND AGREEMENTS

Section 7.1 Additional Permits Required. The Utility shall obtain all construction, building or other permits or approvals as according to City ordinance, state or federal law. In addition, a Permittee shall comply with all requirements of laws, shall complete work in a way as to not cause any unnecessary or unauthorized obstructions of sidewalks, streets, waterways or railways, and is responsible for all work done in the Rights of Way regardless of who performs the work. No Rights of Way obstruction or excavation may be performed when seasonally prohibited or

when conditions are unreasonable for such work, except in the case of an Emergency as outlined in Article II, Section 7 (B).

Article 8 PENALTIES

Section 8.1 Every Utility convicted of a violation of any provision of this chapter shall be punished by a fine not exceeding one thousand dollars (\$1,000.00) per violation. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Article 9 OTHER PROVISIONS

Section 9.1 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Chapter is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 9.2 Reservation of Regulatory and Police Powers. The City by issuing a written approval of Registration under this Chapter, does not surrender or to any extent lose, waive, impair, or lessen the lawful powers and rights, which it has now or may be hereafter vested in the City under the Constitution and Laws of the United States, State of Georgia and the City Charter, and under the provisions of the City's Codified Ordinances to regulate the use of the Rights of Way. The Utility by applying for and being issued a written Permit, is deemed to acknowledge that all lawful powers and rights, regulatory power, or police power, or otherwise as are or the same may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. A Utility is deemed to acknowledge that its interests are subject to the regulatory and police powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public and is deemed to agree to comply with all applicable general laws enacted by the City pursuant to such powers. In particular, all Utilities shall comply with City zoning and other land use requirements pertaining to the placement and specifications of Facilities.

Section 9.3 Compliance. No Person shall be relieved of its obligation to comply with any of the provisions of this Chapter by reason of any failure of City to enforce compliance.

Section 9.4 Appeal of Administrative Decisions. All appeals provided for by this chapter and any notification to the City required by this Chapter shall be in writing and sent via certified mail to the Director as specified in this Chapter.

Section 9.5 Chapter Headings. Chapter headings are for convenience only and shall not be used to interpret any portion of this Chapter

SECTION 2

Except as provided otherwise herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3

This ordinance shall be codified in a manner consistent with the laws of the State of Georgia

SECTION 4

This ordinance shall become effective immediately upon its adoption by the Mayor and Council of the City of Kingsland.

SO ORDAINED this _____ day of _____, 2019.

CITY OF KINGSLAND

By: _____
Mayor

COUNCIL MEMBERS

(SEAL)

2019 ALCOHOL BEVERAGE RENEWALS
Retail/Beer & Wine

ABC Food Mart Inc
100 Maycreek Drive

Adens's Minit Market
495 West King Street

CNR Inc
1330 East Boone Avenue East

Fastime Inc dba Ext 1BP
2574 Scrubby Bluff Road

Flash Foods #195
1877 Harrietts Bluff Road

Flash Foods #0787
490 South Lee Street

Flash Foods #100
790 East King Avenue

Flash Food #188
1351 Highway 40-East

Flash Food #141
1211 East King Avenue

Gope Food Market Inc dba Kingsland Grocery
500 South Lee Street

Friendly Express #3717
1098 Cone Blvd

OM Shiv III Corporation
1870 Harriett's Bluff Road

Kingsland Chevron
2600 Scrubby Bluff Road

R.A. Nelson Enterprises LLC dba Raceway #983
1155 East King Avenue

Nimi Enterprises Inc
1315 Highway 40-East

Publix Super Market #455
1601 Highway 40-East

Georgia CVS Pharmacy LLC
1402 Boone Street

Riddhi Siddhimaa LLC Laurel Food Mart
775 Laurel Island Parkway

Shri Krishna Associates Inc
1355 East King Avenue

SP Food Mart #3
301 North Lee Street

TA Operating LLC Petro Stopping Center
1105 East King Avenue

Walgreen #10856
2060 Highway 40-East

Winn Dixie Stores Inc #166
1351 East Boone Avenue

Jaiveer LLC dba Tobacco & Mart
800 East Kin Avenue

Gtrac Xpress Inc
5289 Laurel Island Parkway

Atlantic Travel Center
5286 Laurel Island Parkway

Fred's Stores #2103
925 King Avenue East

**2019 Alcohol Beverage Renewals
Beer/Wine By Drink**

***Raidas Asian Café dba Dymasty
1891 Hwy. 40-East Suite 1110***

***Ship To Shore Seafood
1947 Commerce Drive***

***Tulsi Management Inc Hawthorn Suites
1323 East King Avenue***

***Angelo's Of Kingsland Inc
1371-A Hwy 40 East***

***My Two Sons Inc dba Willie Jewells Old School BBQ
1621-G Highway 40-East***

***The Blue Jay Gallery LLC
102 North Lee Street***

**A RESOLUTION TO AMEND THE FISCAL YEAR 2017/18
BUDGET RESOLUTION FOR THE CITY OF KINGSLAND**

Resolution # 2018-17

BE IT ORDAINED by the Mayor and Council of the City of Kingsland, Georgia in regular session lawfully assembled for City purposes:

Account Name	Budget Account	Adopted Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed
That it is necessary to amend the budget in the General Fund (100) for an increase/(decrease) in revenues and expenditures.					
That the above transaction can be fulfilled by changing the following budget accounts:					
TAV Tax	100-00-0000-311315	\$415,000	\$90,000		\$505,000
Intangible Tax	100-00-0000-311340	\$70,000	\$16,000		\$86,000
Real Estate Transfer Tax	100-00-0000-311600	\$25,000	\$7,000		\$32,000
Local Option Sales Tax	100-00-0000-313100	\$1,650,000	\$75,000		\$1,725,000
Building Permits	100-00-0000-322100	\$300,000	\$48,000		\$348,000
Planning & Developing Fees	100-00-0000-341300	\$26,500	(\$16,000)		\$10,500
Interest revenues	100-00-0000-361000	\$75,000	\$30,000		\$105,000
Public Service Authority	100-45-1500-571001	\$307,723		\$243,287	\$551,010
Group Health Insurance	100-45-1500-512100	\$32,197		(\$3,600)	\$28,597
Group Health Insurance	100-48-1510-512100	\$17,924		\$3,600	\$21,524
Contingency				\$6,713	
			<u>\$250,000</u>	<u>\$250,000</u>	

That it is necessary to amend the budget in the General Fund (100) for an increase/(decrease) in revenues and expenditures.

That the above transaction can be fulfilled by changing the following budget accounts:

Local Govt Shared (SRO)	100-00-0000-336000	\$123,025	\$14,600		\$137,625
Fines & Forfeitures	100-00-0000-350000	\$750,000	\$100,000		\$850,000
Administrative Fees	100-00-0000-351104	\$45,000	\$16,000		\$61,000
Insurance Recovery	100-00-0000-383000	\$3,400	\$22,000		\$25,400
I.D.F	100-49-2100-573102	\$52,000		\$4,100	\$56,100
D.E.T.	100-49-2100-573104	\$7,000		\$1,200	\$8,200
Camden County Jail	100-49-2100-573300	\$52,000		\$3,000	\$55,000
Police A & B	100-49-2100-573400	\$28,000		\$1,900	\$29,900
Victim's Assistance	100-49-2100-573500	\$25,000		\$2,500	\$27,500
Peace Officer's Fund	100-49-2100-573600	\$49,000		\$5,500	\$54,500
Brain/Spinal Injury	100-49-2100-573700	\$3,800		\$750	\$4,550
CSI Fee	100-49-2100-573800	\$31,700		\$1,250	\$32,950
Professional	100-50-3210-521200	\$100		\$9,500	\$9,600
Court Technology Expenses	100-50-3210-531121	\$71,800		\$19,000	\$90,800
Vehicles	100-50-3210-542200	\$154,025		\$2,700	\$156,725
Transfer Out to Debt Service	100-50-3210-611010	\$90,388		\$14,800	\$105,188
Contingency				\$86,400	
			<u>\$152,600</u>	<u>\$152,600</u>	

That it is necessary to amend the budget in the General Fund (100) to account for year-end accounting entries for retirement contributions.

That the above transaction can be fulfilled by changing the following budget accounts:

Transfers In WS	100-00-0000-391160	\$0	\$80,070		\$80,070
Transfers in SW	100-00-0000-391165	\$0	\$17,071		\$17,071
W/S Retirement Contr.	100-45-1500-512450	\$0		\$80,070	\$80,070

Attachment: Resolution 2018 FY 2017-18 Year End Budget Adjustments (2427 : Resolution #2018-17: FY2017-18 Year End Budget Revisions)

Account Name	Budget Account	Adopted Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed
S/W Retirement Contr.	100-45-1500-512454	\$0		\$17,071	\$17,071
			\$97,141	\$97,141	

That it is necessary to amend the budget in the Multiple Grant Fund (250) to account for grants received or not received.

That the above transaction can be fulfilled by changing the following budget accounts:

JAG Police Vest Grant	250-00-0000-331111	\$6,150	(\$2,936)		\$3,214
Local Development Fund	250-00-0000-334122	\$0	\$4,792		\$4,792
GEMA-IRMA	250-00-0000-334139	\$0	\$110,800		\$110,800
GDEcD Tourism Product	250-00-0000-334319	\$0	\$5,000		\$5,000
GOHS-Mobile Data Units	250-00-0000-334330	\$0	\$20,000		\$20,000
GA Firefighters Burn Foundation	250-00-0000-371008	\$0	\$3,000		\$3,000
Transfer In-General Fund	250-00-0000-391110	\$3,075	(\$1,468)		\$1,607
Transfer In-DDA Fund	250-00-0000-391128	\$0	\$5,086		\$5,086
JAG Police Vest Grant	250-00-0000-531615	\$9,225		(\$4,404)	\$4,821
GOHS-Mobile Data Units	250-00-0000-531621	\$0		\$20,000	\$20,000
Local Development Fund	250-00-0000-531722	\$0		\$4,792	\$4,792
GEMA-IRMA	250-00-0000-531730	\$0		\$110,800	\$110,800
GA Firefighters Burn Foundation	250-00-0000-531763	\$0		\$3,000	\$3,000
GDEcD Tourism Product	250-00-0000-542327	\$0		\$10,086	\$10,086
			\$144,274	\$144,274	

That it is necessary to amend the budget in the Convention & Visitor's Bureau Fund (275) to account for County Hotel Motel Tax revenues and expenditures.

That the above transaction can be fulfilled by changing the following budget accounts:

County HMT Shared Revenues	275-00-0000-337077	\$18,195	\$1,467		\$19,662
Salaries	275-77-7547-511100	\$0		\$3,233	\$3,233
Purchased/Contracted Svcs	275-77-7547-521000	\$290		(\$245)	\$45
Professional Services	275-77-7547-521200	\$3,640		(\$3,570)	\$70
Advertising-Magazines	275-77-7547-523310	\$3,890		\$4,658	\$8,548
Digital Marketing	275-77-7547-523350	\$3,600		\$2,400	\$6,000
Printing	275-77-7547-523400	\$5,500		(\$5,009)	\$491
			\$1,467	\$1,467	

That it is necessary to amend the budget in the Hotel/Motel Tax Fund (276) to account for increases in hotel/motel tax revenues.

That the above transaction can be fulfilled by changing the following budget accounts:

Hotel/motel Tax Revenues	276-00-0000-314100	\$965,910	\$102,568		\$1,068,478
Transfer Out to General Fund	276-00-0000-611100	\$376,705		\$40,002	\$416,707
Transfer Out to CVB	276-00-0000-611275	\$425,000		\$45,130	\$470,130
Transfer Out to Revenue Bond	276-00-0000-611500	\$164,205		\$17,436	\$181,641
Transfer In from H/M Tax Fund	100-00-0000-391190	\$376,705	\$40,002		\$416,707
Transfer In from H/M Tax Fund	275-00-0000-391190	\$425,000	\$45,130		\$470,130
Transfer In from H/M Tax Fund	420-00-0000-391190	\$164,205	\$17,436		\$181,641
Revenue Bond Fund Contingency	420-00-0000-574000	\$32,205		\$17,436	\$49,641
CVB Contingency	275-76-7545-579000	\$80,000		\$45,130	\$125,130
General Fund Contingency				\$40,002	\$40,002
			\$205,136	\$205,136	

That it is necessary to amend the budget in the Kingsland Downtown Development Authority Fund (278) to reallocate departmental expenditures.

Account Name	Budget Account	Adopted Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed
That the above transaction can be fulfilled by changing the following budget accounts:					
Catfish Festival Event	278-68-7550-531523	\$7,500		(\$7,500)	\$0
Catfish Festival Event	278-69-7560-531519	\$0		\$7,585	\$7,585
Christmas Tree Lighting	278-68-7550-531524	\$1,000		(\$1,000)	\$0
Christmas Tree Lighting	278-69-7560-531520	\$0		\$1,830	\$1,830
Transfer Out to Grant	278-69-7560-611200	\$0		\$5,086	\$5,086
Contingency				(\$6,001)	
			\$0	\$0	

That it is necessary to amend the budget in the Kingsland Development Authority Fund (280) to account for PILOT payment and additional KDA Loan Payment.

That the above transaction can be fulfilled by changing the following budget accounts:					
Miscellaneous	280-00-0000-389000	\$0	\$23,891		\$23,891
Intergovernmental PILOT	280-00-0000-571010	\$0		\$23,891	\$23,891
Transfer In from GF	280-00-0000-391110	\$330,127	\$1,703		\$331,830
Transfer Out to Debt Service	280-00-0000-611010	\$330,127		\$1,703	\$331,830
Transfer In from KDA	405-00-0000-391280	\$330,127	\$1,703		\$331,830
Capital Lease Interest	405-40-8000-582200	\$48,669		\$1,703	\$50,372
Transfer Out to KDA	100-45-1500-611410	\$330,127		\$1,703	\$331,830
Contingency				(\$1,703)	
			\$27,297	\$27,297	

That it is necessary to amend the budget in the Debt Service Fund (405) to adjust transfer of funds for capital leases.

That the above transaction can be fulfilled by changing the following budget accounts:					
Transfer In from General Fund	405-00-0000-391110	\$177,542	\$14,800		\$192,342
Capital Lease Principal	405-40-8000-581200	\$459,000		\$14,800	\$473,800
Transfer Out Debt Service	100-55-3510-611010	\$64,792		\$1,569	\$66,361
Transfer Out Debt Service	100-60-4100-611010	\$22,362		\$854	\$23,216
Transfer In from General Fund	405-00-0000-391110	\$192,342	\$2,423		\$194,765
Capital Lease Interest	405-40-8000-582200	\$50,372		\$2,423	\$52,795
Contingency				(\$2,423)	
			\$17,223	\$17,223	

That it is necessary to amend the budget in the Water/Sewer Fund (505) to adjust revenues and expenses.

That the above transaction can be fulfilled by changing the following budget accounts:					
WW Tap Fees	505-00-0000-344240	\$450,000	\$100,000		\$550,000
Capital Recovery Fees	505-00-0000-344265	\$1,050,000	\$250,000		\$1,300,000
Interest	505-00-0000-361000	\$15,000	\$25,000		\$40,000
GEFA Loan Proceeds	505-00-0000-393700	\$90,000	\$260,000		\$350,000
Salaries	505-48-1510-511100	\$111,998		\$2,850	\$114,848
Communications	505-48-1510-523200	\$5,100		\$1,200	\$6,300
Contingency				\$630,950	
			\$635,000	\$635,000	

That it is necessary to amend the budget in the Solid Waste Fund (540) to adjust revenues and expenses.

That the above transaction can be fulfilled by changing the following budget accounts:					
Garbage Fees	540-00-0000-344111	\$982,268	\$23,500		\$1,005,768
Vehicle Repairs	540-85-4510-522230	\$48,000		\$12,000	\$60,000
Insurance	540-85-4510-523100	\$8,800		\$10,000	\$18,800
Printing & Binding	540-85-4510-523400	\$4,600		\$1,600	\$6,200

Account Name	Budget Account	Adopted Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed
Landfill Disposal Fees	540-85-4510-523610	\$155,000		\$30,000	\$185,000
Automobile Parts	540-85-4510-531101	\$50,000		\$50,000	\$100,000
Gasoline	540-85-4510-531270	\$65,000		\$15,000	\$80,000
Machinery/Equip.(Recycling)	540-85-4540-542101	\$0		\$7,770	\$7,770
Contingency		\$115,417		(\$102,870)	\$12,547
			<u>\$23,500</u>	<u>\$23,500</u>	

THEREFORE, BE IT RESOLVED, that the City of Kingsland does hereby ordain, resolve, and enact the foregoing budget amendments for the City of Kingsland, Georgia.

Adopted this 10th day of December 2018.

CITY OF KINGSLAND, GEORGIA

Kenneth E. Smith, Sr., Mayor

Attest: _____
Linda O'Shaughnessy, City Clerk

STATE OF GEORGIA

COUNTY OF CAMDEN

INTERGOVERNMENTAL AGREEMENT
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE
2019 SPECIAL PURPOSE LOCAL OPTION SALES TAX
FOR CAPITAL OUTLAY PROJECTS

THIS AGREEMENT is made and entered this the _____ day of December 2018 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 19th day of November 2018 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 19th day of March 2019 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 2019, to raise an estimated \$55,000,000.00 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 in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121 (g)(2).
- (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 19th day of March 2019, shall continue for a period of six (6) years or twenty-four (24) quarters with collections beginning on the 1st day of July 2019.

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 2019 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 2019 (City of Kingsland, or City of St. Marys or City of Woodbine, or Public Service Authority) Special Purpose Local Option Sales Tax Fund – 2019 #8. 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.

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 two (2) years after the termination of the SPLOST. Any SPLOST proceeds held by the County, Municipality or the PSA at the end of two (2) year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. §48-8-121 (g)(2).

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

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

CITY OF WOODBINE:

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:
City of Woodbine
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 2019 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 2019
ESTIMATED \$55,000,000.00 FOR A SIX (6) YEAR OR (24 QUARTERS)

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

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

Priority	PROJECT	ESTIMATED COSTS
1	Public Safety Radio Communications System	\$1,000,000
2	Ambulances - County Wide EMS	\$1,250,000
3	Superior Court Record Preservation	\$550,000
4	Property Acquisition	\$1,500,000
5	Library Renovation/Design	\$400,000
6	Highway 17 (Blue Bridge) Boat Ramp/Parking	\$250,000
7	Public Health Department Facility	\$1,200,000
8	Public Safety Complex - E911 / EMA	\$4,100,000
Total County-Wide Level Two (2) funds:		\$10,250,000

** County shall receive \$10,250,000.00 for pre-determined County-Wide Projects as agreed in the Intergovernmental Agreement at a collection rate of 35 percent of all SPLOST proceeds until all County-Wide Level Two projects are completely funded. The remaining 65 percent of all SPLOST proceeds, up to \$47,000,000.00, will be distributed amongst the municipalities, county and PSA according to the Schedule in Exhibit B.

After all Level Two projects have been completely funded and a collection of \$49,100,000.00 has been reached, including the \$2,100,000.00 for the Public Safety Complex – E911 / EMA, the remaining \$5,900,000.00 will be distributed among the three municipalities and the county at the 2010 U.S. Census Population Distribution.

CAMDEN COUNTY: COUNTY-WIDE LEVEL TWO PROJECT*

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

Once \$47,000,000.00 has been collected and prior to any further proceeds distribution, the County shall receive \$2,100,000.00 for the construction of the below County-Wide Level Two Project.

Public Safety Complex – E911 / EMA	\$2,100,000.00
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CAMDEN COUNTY

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

PROJECTS	ESTIMATED COSTS
Camden County Government Buildings and Offices;	\$2,931,000.00
Camden County roads, streets, bridges and drainage projects to include but not limited to paving and re-surfacing;	\$4,155,000.00
Upgrading and purchasing of County equipment, vehicles and technology.	\$5,440,599.00

After deducting the Level Two project funding (\$10,250,000.00), Camden County shall receive 28.99% of the net proceeds up to the first \$47,000,000.00; estimated amount of \$10,653,939.00. Once the initial \$47,000,000.00 has been reached, Camden County shall receive \$2,100,000.00 for the construction of the Public Safety Complex – EMA / 911, before any other distributions are made to any municipalities. Thereafter, Camden County shall receive 31.74% of the next \$5,900,000.00; estimated amount of \$1,872,660.00.

CAMDEN COUNTY PUBLIC SERVICE AUTHORITY (PSA)

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

PROJECTS	ESTIMATED COSTS
Recreation Center;	\$900,000.00
Kingsland Catfish Park	\$65,000.00
Kingsland Lions Park	\$65,000.00
Gum Shoe Trail	\$50,000.00
Harrietts Bluff Park;	\$25,000.00
Howard Peeples Park	\$150,000.00

Maple Ford Park;	\$10,000.00
Tarboro Mary B. Smart Park;	\$15,000.00
Temple Landing Boat Ramp;	\$50,000.00
St. Marys Recreation Park;	\$370,000.00
Woodbine Lions Club Park;	\$50,000.00
Woodbine 110 Park;	\$165,000.00
Other Park Improvements;	\$245,000.00
Public Service Authority equipment and vehicles.	\$510,000.00

After deducting the Level Two project funding (\$10,250,000.00), Public Service Authority (PSA) shall receive 7.27% of the net proceeds up to the first \$47,000,000.00; estimated amount of \$2,670,000.00. Thereafter, all funding shall cease from the 2019 SPLOST.

CITY OF KINGSLAND

PROJECTS	ESTIMATED COSTS
Buildings (Upgrades and Remodel);	\$1,250,000.00
Machinery and Equipment;	\$1,478,465.00
Road and Drainage Projects;	\$4,812,630.00
Re-surfacing Projects;	\$1,117,000.00
Sidewalk Projects;	\$565,000.00
Water and Sewer Projects;	\$3,235,000.00

After deducting the Level Two project funding (\$10,250,000.00), City of Kingsland shall receive 28.83% of the net proceeds up to the first \$47,000,000.00; estimated amount of \$10,595,465.00. Once the initial \$47,000,000.00 has been reached, Camden County shall receive \$2,100,000.00 for the construction of the Public Safety Complex – EMA / 911, before any other distributions are made to any municipalities.

Thereafter, City of Kingsland shall receive 31.57% of the next \$5,900,000.00; estimated amount of \$1,862,630.00.

CITY OF ST. MARYS

PROJECTS	ESTIMATED COSTS
Retirement of Existing General Obligation Bond debt of the City of St. Marys for Water And Sewer Capital Projects.	\$9,600,000.00
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.	\$2,525,739.00
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 property such as Orange Hall, Waterfront Park, demolition of Weed Street Wastewater Treatment Plant, Docks, Meeting Street Dock Restrooms, Cemetery and signage.	\$1,250,000.00

After deducting the Level Two project funding (\$10,250,000.00), City of St. Marys shall receive 30.96% of the net proceeds up to the first \$47,000,000.00; estimated amount of \$11,376,229.00. Once the initial \$47,000,000.00 has been reached, Camden County shall receive \$2,100,000.00 for the construction of the Public Safety Complex – EMA / 911, before any other distributions are made to any municipalities. Thereafter, City of St. Marys shall receive 33.89% of the next \$5,900,000.00; estimated amount of \$1,999,510.00.

CITY OF WOODBINE

PROJECTS	ESTIMATED COSTS
Improvements, construction, rehabilitation, mitigation, enhancements, and/or expansion of roads, streets, signage, bridges, sidewalks, water and sewer projects, storm water drainage facilities and flood mitigation projects.	\$1,085,000.00
Improvement, construction, rehabilitation, renovation, mitigation, enhancements and/or expansion of waterfront facilities, the Downtown Area, River Walk, and recreational projects.	\$25,000.00
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.	\$509,567.00

After deducting the Level Two project funding (\$10,250,000.00), City of Woodbine shall receive 3.96% of the net proceeds up to the first \$47,000,000.00; estimated amount of \$1,454,367.00. Once the initial \$47,000,000.00 has been reached, Camden County shall receive \$2,100,000.00 for the construction of the Public Safety Complex – EMA / 911, before any other distributions are made to any municipalities. Thereafter, City of Woodbine shall receive 2.80% of the next \$5,900,000.00; estimated amount of \$165,200.00.

Exhibit "B"
SPLOST Schedule

SPLOST # 8					
DISTRIBUTION SPLIT UP TO \$47,000,000.00				DISTRIBUTION SPLIT AFTER \$49,100,000.00	
Entity	Proposed SPL	PSA	\$ 36,750,000		
	Total Share	7.27%	Proposed Estimated Split	2010 Pop. Percentage	Split After \$49.1m
St. Marys	30.96%	2.46%	\$ 11,376,229	33.89%	\$ 1,999,510.00
Kingsland	28.83%	2.30%	\$ 10,595,465	31.57%	\$ 1,862,630.00
Woodbine	3.96%	0.20%	\$ 1,454,367	2.80%	\$ 165,200.00
PSA	7.27%	0.00%	\$ 2,670,000	0.00%	\$ -
County	28.99%	2.31%	\$ 10,653,939	31.74%	\$ 1,872,660.00
	100.00%	7.27%	\$ 36,750,000	100%	\$ 5,900,000.00

***The above Proposed Estimate Split is based upon the SPLOST receipts without the Level Two project funding up to \$47,000,000.00.

***Once \$47,000,000.00 has been collected and prior to any further proceeds distribution, the County shall receive \$2,100,000.00 for the construction of the Public Safety Complex – E911 / EMA Level Two Project.

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 December 2018.

COUNTY OF CAMDEN, GEORGIA

By: _____
JAMES H. STARLINE, 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 December 2018.

PUBLIC SERVICE AUTHORITY OF CAMDEN, GEORGIA

By: _____
KENNETH SMITH, 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 December 2018.

MUNICIPALITY OF KINGSLAND, GEORGIA

BY: _____
KENNETH SMITH, 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 December 2018.

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 December 2018.

MUNICIPALITY OF WOODBINE, GEORGIA

BY: _____
STEVEN PARROTT, MAYOR

ATTEST: _____
CLERK OF THE CITY OF WOODBINE

CITY SEAL

City of Kingsland		
SPLOST VIII Referendum-Project List		
Category	Est. Cost	
Machinery & Equipment	\$	1,478,465
Buildings (Upgrades & Remodel)	\$	1,250,000
Road & Drainage Projects	\$	4,812,630
Re-surfacing Projects	\$	1,117,000
Sidewalk Projects	\$	565,000
Water & Sewer Projects	\$	3,235,000
SPLOST Grand Total		\$ 12,458,095

City of Kingsland
RFP #COK 18-003
Push Camera
Tuesday, November 27, 2018

Vendor	Model	Cost	Delivery Fee	ETA
Environmental Products of GA	Verisight Pro Plus	\$9,850.00	N/A	7 Days
Municipal Equipment Sales, Inc.	Ratech Elite	\$10,749.00	N/A	21 Days
P&H Supply Company, Inc.	Rigid CS 12X	\$11,508.80	N/A	30 Days
P&H Supply Company, Inc.	Rapid View IBAK	\$18,100.00	N/A	30 Days

Request for Proposal was advertised on City of Kingsland and GMA websites.

City of Kingsland
RFP #COK 18-002
Long-Range CCTV Pipe Inspection Crawler
Thursday, November 15, 2018

Vendor	Model	Cost	Delivery Fee	ETA
P&H Supply Company, Inc.	Rapid View IBAK	\$53,500.00	N/A	60-120 Days
Realibility Point, LLC	Aries Portable Pathfinder	\$60,865.00	N/A	30 Days
CUES, Inc.	P&T Zoom III M/C Sonde	\$65,235.00	Included	45 Days
Environmental Products of GA	Envirosight	\$86,350.00	N/A	7-14 Days

Request for Proposal was advertised on City of Kingsland and GMA websites.