



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • JULY 8, 2019

Regular Meeting

City Council Chamber

6:00 PM

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

I. CALL TO ORDER AND WELCOME GUESTS

II. INVOCATION AND PLEDGE TO THE FLAG

1. Pastor Matthew Pettus -

III. ROLL CALL

Charles Grayson Day Jr.
Alex Blount
James W Galloway
Michael J McClain
Lamar Stokes

Mayor
Mayor Pro Tem
Councilman
Councilman
Councilman

IV. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular Council Meeting
 1. City Council - Regular Meeting - Jun 10, 2019 6:00 PM -
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

V. GRANTING AUDIENCE TO THE PUBLIC

VI. OLD BUSINESS

VII. PLANNING AND ZONING

1. Approval Of: Final Plat Fiddlers Reserve @Laurel Island Country Club Phase 1B
-

Mr. Jeff Foster is requesting a Final Plat on behalf of Fiddlers Holding, LLC - Mark Goldsmidt for Fiddlers Reserve @Laurel Island Country Club - Phase 1B in Laurel Island on Amanda Trace. Parcel # is 120 018A, Lot is 4-7; 86-91. Zoning is PD-R-1. Number of proposed lots is 10. *Planning Commission recommends approval.*

2. Approval Of: Rezoning of Tax Parcel K20 06 001A on Clarks Bluff Road -

Mr. Daniel T. Wheeler requests re-zoning of Tax Parcel K20 06 001A on Clarks Bluff Road. The property size is .75. Property Frontage is 365 feet. Existing Zoning is R-3, requested zoning is R-4. *Planning Commission recommends denial.*

3. Approval Of: Application for Special Use Permit -

Mr. Alfonso Alberto with Healing Harvest Ministries requests a Special Use Permit 550 N. Orange Edwards Blvd, Tax Parcel K1003010, Zoning R-3, Construction of a new church. *Planning Commission recommends approval.*

VIII. NEW BUSINESS

1. Approval Of: Amended Intergovernmental Services Agreement for Local Administered Project (LAP) Certification Services -

2. Approval Of: Ordinance 2019-06 : Local Vendor Policy - Mayor Pro Tem Alex Blount

To encourage an increase in local economic activity through more local jobs, tax revenues, business growth, and to entice business relocations to the City, County, and State by extending local vendor policy to include boundaries within the State of Georgia. Local vendor may be given an opportunity to match the lowest price proposal, if the quotation or bid of the local vendor is within 5% of the lowest price proposal by a non-local vendor. First priority will be given to local vendors within the limits of Camden County, Georgia and second priority will extend to local vendors within the State of Georgia.

3. Approval Of: Coastal Regional Commission Annual Dues -

4. Approval Of: Operating Agreement Between the Commanding Officer Naval Submarine Base Kings Bay and the City of Kingsland -

5. Bid Award: Diesel and Unleaded Fuel Purchase -

Purchase of diesel and unleaded fuel under a one year contract price over rack rate. Staff recommends low bid, Lewis & Raulerson, at .02 cents over rack rate.

6. Bid Award: One (1) Submersible Pump -

Purchase of one (1) submersible pump for lift station. Staff recommends low bid, GoForth Williamson, Inc, for \$13,943.00.

7. Discussion: Contract for Tourism Promotional Services (Hotel/Motel Tax Fund)
-

IX. MAYOR AND COUNCIL ANNOUNCEMENT

X. ADJOURNED

STATE OF GEORGIA
COUNTY OF CAMDEN

**INTERGOVERNMENTAL SERVICES AGREEMENT FOR
 LOCAL ADMINISTERED PROJECT (LAP) CERTIFICATION SERVICES**

This Intergovernmental Services Agreement for Local Administered Project (LAP) Certification support and services is entered into this _____ day of _____, 2019, by and between the CAMDEN COUNTY BOARD OF COMMISSIONERS, hereinafter called "County" and the CITY OF KINGSLAND, hereinafter called "Kingsland"

WITNESSETH

WHEREAS, the Georgia Department of Transportation (GDOT) has developed a Local Administered Projects (LAP) Certification process to ensure the resource capacity and ability of the Local Public Agency (LPA) to successfully manage, administer and execute the policies and procedures for Federal and State compliance in order to receive federal funding participation.

WHEREAS, the County is currently a certified GDOT Local Administered Project (LAP) agency according to departmental policies and FHWA Guidelines; and

WHEREAS, the County has the only qualified LAP representative on-staff in Camden County; and

WHEREAS, Kingsland seeks to apply for the Transportation Alternatives Program from the Georgia Department of Transportation and that program application requires Local Administered Project Certification; and

WHEREAS, Kingsland desires to contract with the County to provide Local Administered Project (LAP) Certification support and services; and

WHEREAS, the County Local Administered Project representative is qualified to provide the services; and

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

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

NOW THEREFORE, in consideration of the mutual conditions, covenants, and performances called for herein, the parties hereto agree:

- ~~A.~~ The County will provide to the Kingsland, and Kingsland will receive from the County, Local Administered Project (LAP) Certification support and services on an interim basis as ~~directed by the Kingsland City Manager,~~ **required to satisfy the Georgia Department of Transportations "Plan Development Process."**
- B. Kingsland agrees to pay to the County, as compensation for providing the services described in this agreement above, and the County agrees to accept the payment as total compensation for providing to Kingsland the services described in this agreement above. Billing for services described in agreement above shall be on a biweekly basis as shown on Exhibit A, which is attached and incorporated by reference in this agreement. The County will provide Kingsland with a monthly statement for services rendered to include any accrued mileage. Kingsland will submit payment to the County in a timely manner. It is understood that compensation and the IRS Travel Reimbursement Rates as called for in this paragraph may change on annual basis, to be agreed upon by both parties.
- C. It is further understood that there will be times when the County will be unable to provide the said services due to vacation and sick days, current or pressing projects of the County, or an unforeseen circumstance, if such an event occurs, the County will make every effort to provide appropriate staffing assistance.
- D. This agreement may be terminated by either party upon the following terms and conditions:
- Notice must be provided in writing, and
 - Notice must include a termination date of no less than thirty-(30) days from the date of notification.
- E. The initial term of this agreement shall begin on the date of execution and shall expire on December 31, 2020 and is automatically renewable annually until either party provides written notice of termination no less than thirty- (30) days from the date of notification.

APPROVED by the Camden County Board of Commissioners on the _____ day of _____, 2019.

CAMDEN COUNTY BOARD OF COMMISSIONERS

ATTEST: _____
County Clerk

BY: _____
Chairman

APPOVED by the Mayor and Council of the City of Kingsland on the _____ day of _____

CITY OF KINGSLAND

ATTEST: _____

BY: _____

City Clerk

Mayor

Attachment: CCBOC-COK IGA_LAP Services Suggested Amended (2752 : Approval Of: Amended Intergovernmental Services Agreement)

EXHIBIT A**Hourly Rate Compensation**

<u>Name/Position</u>	<u>Salary/Benefits Biweekly Rate</u>			
Scott Brazell, LPA Representative	Current Salary	+	Benefits	= Annual Total
	\$	+	\$	= \$
Total Hourly Compensation = \$				

IRS Travel Reimbursement Rates

- 58.0 cents per mile (Effective January 1, 2019)

ORDINANCE 2019-~~04~~
CITY OF KINGSLAND, GEORGIA
TO AMEND CHAPTER 2, ARTICLE IV-PURCHASING POLICIES AND
PROCEDURES

Deleted: 04

AN ORDINANCE TO AMEND ORDINANCE 2019-04 FOR THE PURPOSE OF
 REVISING DIVISION 6 – VENDORS, SEC 2-121, REGULATIONS FOR VENDORS,
 ITEM #6: LOCAL VENDOR POLICY IN THE PURCHASING POLICIES AND
 PROCEDURES OF THE CITY OF KINGSLAND CODE OF ORDINANCES.

THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF
 ITS PASSAGE AND RATIFICATIONS BY THE MAYOR AND CITY COUNCIL OF
 THE CITY OF KINGSLAND, GEORGIA.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KINGSLAND,
 GEORGIA AS FOLLOWS:

DIVISION 6 – VENDORS

Sec. 2-121. Regulations for Vendors

6. Local Vendor Preference-

a. *General Provisions.* To encourage an increase in local economic activity through more local jobs, tax revenues, business growth, and to entice business relocations to the City, County, and State. To provide for proposal/bid awards to be subject to a local vendor preference policy to allow local vendors to match the lowest price proposal, to provide for selection procedures for multiple qualifying local vendors, to require the policy to be stated in all applicable solicitations, to provide for exemptions.

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b. *Definitions.*

i. *Local Vendor* means a bidder or offeror which operates and maintains a brick and mortar business, i.e. a physical business address, within the limits of the State of Georgia and has a current business license, has paid in full all real and personal taxes owed the City, County, and State; as applicable, is considered a vendor in good standing with the City and can obtain an active vendor status. First priority will be given to local vendors within the limits of Camden County, Georgia and second priority will extend to local vendors within the State of Georgia.

Deleted: Camden County, GA

ii. *Active Vendor Status* means a vendor has completed and returned all necessary documents in the vendor packet.

c. *Opportunity to Match.* For purchases, bids, proposals or contracts less than \$100,000 the local vendor may be given an opportunity to match the lowest price proposal, if the quotation or bid of the local vendor is within 5% of the lowest price proposal by a non-local

Attachment: ORDINANCE 2019- LOCAL VENDOR POLICY (2739 : Approval Of: Ordinance 2019-06: Local Vendor Policy)

- vendor. In the event a local vendor matches the lowest price proposal, including all other terms, quality, service and conditions, then the local vendor shall be awarded the contract.
- d. *Multiple Local Vendors.* In the event the price proposal of more than one local vendor is within 5% of the lowest overall price proposal of a non-local vendor, the local vendor with the lowest proposal will be given the first opportunity to match the lowest overall price proposal. If this local vendor declines to match the price proposal, then the local vendor with the next lowest bid within 5% will be given the opportunity to match the lowest proposal. This process will continue with all local vendors having proposals within 5% of the lowest overall bid by a non-local vendor.
 - e. *Policy to be stated.* This policy shall be so stated in all applicable solicitations.
 - f. *Exemptions.* This provision does not apply to public works construction projects or road projects pursuant to the laws of the State of Georgia.

This ordinance shall take effect from and after the date of its passage and ratification by the Mayor and City council of the City of Kingsland, Georgia unless otherwise indicated in ordinance.

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

THIS ORDINANCE AMENDED and ADOPTED by the Mayor and City Council of the City of Kingsland, Georgia at a Meeting of the City Council of Kingsland, Georgia on the 8TH day of JULY 2019.

THE CITY OF KINGSLAND

BY: _____

Dr. C. Grayson Day, Jr., Mayor

ATTEST:

Linda O'Shaughnessy, City Clerk



Serving the Cities and Counties of Coastal Georgia since 1964

June 27, 2019

Mayor Grayson Day
City of Kingsland
P.O. Box 250
Kingsland, GA 31548-0250

Dear Mayor Day:

As you know, OCGA § 50-8-30 et seq., mandates that all municipalities and county governments within Region 12 are members of Coastal Regional Commission (CRC). This law also mandates that regional commissions assess and collect annual dues in the aggregate averaging a minimum of \$1.00 for each resident of each county within the regional commission in order to be eligible for any supplemental funding. As you will recall, effective April 1, 2015, the CRC Council approved increasing membership dues by 30¢.

As last year, the 2010 census numbers are being used to assess the FY 2020 (July 1, 2019 - June 30, 2020) membership dues. In order for you to adequately budget, please review the following amounts, which are shown yearly and quarterly:

2010 Census Population	FY 2020 Membership Dues @ \$1.30 per Capita
15,946	Annually - \$20,729.80
	Quarterly - \$5,182.45

Our practice has been to bill one fourth of the annual amount at the beginning of each quarter. Some of our member governments have requested to be billed for the entire annual amount; therefore, we are giving you the option to pay the entire annual amount or continue to pay quarterly. If you choose to pay quarterly, a reminder statement will be sent at the beginning of each quarter.

Should you have any questions, please contact me at (912) 437-0810 or aburns@crc.ga.gov.

Sincerely,

Allen Burns
Executive Director

AB/ch

c: Finance Director

Attachment: Coastal Regional Commission (2747 : Approval Of: Coastal Regional Commission Annual Dues)



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

5410
Ser N5/653
19 Jun 19

The Honorable Grayson Day
Mayor of Kingsland
107 South Lee Street
Kingsland, GA 31548

Dear Mayor Day:

The enclosure is an Operating Agreement between the Commanding Officer Naval Submarine Base Kings Bay and the City of Kingsland, Georgia. This Operating Agreement provides for return of military personnel to military control and service of writs by civilian authorities.

If the agreement is acceptable, please return the signed original to this command, attention Code N5. Any questions you may have concerning this agreement should be directed to Ms. Cynthia Birke at (912) 573-4932 or cynthia.birke@navy.mil

Sincerely,

A handwritten signature in blue ink, reading "Chester Parks", is positioned above the printed name.

CHESTER PARKS
Captain, U.S. Navy
Commanding Officer

Enclosure: Operating Agreement

Attachment: agreement with Navy (2744 : Approval Of: Operating Agreement)



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

**OPERATING AGREEMENT
 BETWEEN
 NAVAL SUBMARINE BASE KINGS BAY, GEORGIA
 AND
 CITY OF KINGSLAND, CAMDEN COUNTY, GEORGIA**

Subj: DELIVERY AND RETURN OF MILITARY PERSONNEL AND SERVICE OF WRITS BY CIVILIAN AUTHORITIES

Encl: (1) Report of Pending Civilian Action
 (2) Delivery Agreement
 (3) Military Release Form

1. Purpose. This agreement defines mutual support services to be provided by Naval Submarine Base (SUBASE) Kings Bay, Georgia and the City of Kingsland, Camden County, Georgia. This includes procedures for the release, return and/or serving of civil or criminal writs for active duty military personnel. Also, to define procedures for the serving of civil or criminal writs for military dependents, civil service employees, juveniles and/or contractor employees.

2. General. The expedient notification of military personnel arrested for civilian offense(s) is desirable to preclude unnecessary expenditures of man-hours and accountability for unauthorized absence from their duty station. The notification of arrest shall be given to the Naval Security Forces (NSF).

3. Responsibilities

a. City of Kingsland Police Department

(1) Advise NSF of active duty military personnel who have been arrested for misdemeanor, felony criminal, and/or traffic offenses. The following notifications should be made:

(a) Court Liaison (CL) at (912) 573-8738 between the hours 0700-1600, Monday through Friday, excluding Federal holidays;

(b) Regional Dispatch Center at (912) 573-2145 (option #3).

(2) Contact the CL regarding bad check warrants to facilitate notification of alleged violator. Provide information pertaining to name of the alleged violator, Social Security Number or Department of Defense Identification Number, amount of check, when the check was rendered and warrant number;

(3) Advise and provide a written report regarding disposition of criminal acts, incidents, drug and/or alcohol related incidents and family violence, exclusive of traffic reports, involving military, civilian and/or contractor personnel. Reports are confidential and are not to be

Attachment: agreement with Navy (2744 : Approval Of: Operating Agreement)

Subj: DELIVERY AND RETURN OF MILITARY PERSONNEL AND SERVICE OF WRITS BY CIVILIAN AUTHORITIES

disclosed to the defendant or their attorney except by appropriate court order or consent of the District Attorney's Office. Request for copies of Civil Law Enforcement Reports will be referred to the originating agency. A sanitized copy of reports will be provided to the respective Commanding Officer, which will include court dispositions at no expense to the government;

(4) Advise of personnel involved in flagrant moving traffic violations, specifically those resulting in suspension/revocation of driving privileges;

(5) During periods of emergency, disaster or crisis situations, allow personnel with a valid Navy Access Control Management System Badge, which has a blue or red bar (this badge will be phased out by 2020), or a Defense Biometric Identification System Badge with blue writing on the bottom of the badge stating "Command name – ESSENTIAL" to pass through police lines enroute for emergency operations;

(6) Coordinate the service of civil/criminal writs (warrants, subpoenas, etc.) with the NSF between the hours of 0700-1600. The CL will be the point of contact for the aforementioned services;

(7) Advise of juvenile personnel involved in all and any offenses committed against the laws of the state of Georgia and notification of any issuance of warrants by a Juvenile Court Judge;

(8) Complete and sign the delivery agreement found in enclosure (2) prior to the delivery of a service member to local authorities.

Note: Domestic violence restraining orders will be served as soon as possible.

b. NSF

(1) Coordinate the service of civil/criminal writs (warrants, subpoenas, etc.) with the subject's command (military, civilian, and family members residing on base) to arrange for the subject to be present at Security Headquarters for service by the law enforcement agency. It is incumbent on the CL to consult with the Command Judge Advocate's (CJA) Office to ensure that the serving of writs is completed in compliance with the Judge Advocate General Manual requirements and commensurate with the requirements of local law enforcement;

(2) Determine the status and/or location of personnel who have outstanding Bench Warrants and provide information regarding the individual's command, address, etc., if possible. This information will only be released to civilian agencies as follows:

(a) SUBASE Kings Bay has a complaint or investigation that requires referral for follow-up investigation outside the Naval jurisdiction;

(b) Local law enforcement (LE) has an official investigation or complaint documented and they need information to complete an active investigation;

Subj: DELIVERY AND RETURN OF MILITARY PERSONNEL AND SERVICE OF WRITS BY CIVILIAN AUTHORITIES

(3) Coordinate the acquisition of police criminal and/or traffic reports or tickets pertaining to SUBASE Kings Bay personnel;

(4) Prepare a Security Desk Journal entry on serious incidents/violations and/or incidents that may adversely impact the command or which might have adverse publicity;

(5) Respond to civilian LE agency to receipt for and transport military personnel being released to military control and complete enclosure (3);

(6) Verify the command/organization that the alleged violator is assigned to, and other pertinent personal data, and provide to local LE as requested;

(7) Coordinate the release of alleged violators to their respective command. Release subject via DD Form 2708, Receipt for Prisoner/Detained Person, and complete enclosure (3);

(8) Provide a copy of enclosure (1) to the respective command and to the LE agency relinquishing custody;

(9) File all documents and reports associated with civil actions/violations;

(10) Ensure that only essential personnel with a NACMS Badge, which have a blue or red bar or a DBIDS Badge with blue writing on the bottom of the badge stating "Command name – ESSENTIAL," are allowed to pass through police lines enroute for emergency operations.

c. Commanding Officer(s) (CO)

(1) Liberally grant leave or liberty consistent with departmental regulations to permit attendance of military personnel to appear in court on the specified date(s);

(2) Ensure the availability of military personnel to meet with NSF and civilian law enforcement representatives to facilitate the serving of civil/criminal writs;

(3) Advise civilian authorities via the NSF of the prolonged absence of an individual because of mission requirements, leave, training, etc., and provide an estimated date of return;

(4) Delivery of military personnel may be refused in the following limited circumstances:

(a) Whenever the service member has been retained for prosecution by Federal authorities;

(b) When disciplinary proceedings involving military offenses are pending and after consultation with the CJA;

Subj: DELIVERY AND RETURN OF MILITARY PERSONNEL AND SERVICE OF WRITS BY CIVILIAN AUTHORITIES

(c) When the CO determines that extraordinary circumstances exist which indicate that delivery should be refused. In these cases the Office of the Judge Advocate General, General Litigation shall be notified of refusal of delivery to civilian authorities.

4. Service of Writs

a. Civilians. The NSF will notify the command, department, company and/or sponsor of the individual to be served. Enclosure (1) will be completed and forwarded in a sealed envelope to the employee's Directorate Head to facilitate awareness and to coordinate required action.

b. Active Duty. No member of the Armed Forces will be served without first notifying the respective CO of the existence of either civil or criminal writs. Enclosure (1) will be initiated by the CL and forwarded to the legal office of the subject's command and/or to the SUBASE legal office prior to serving. In the event that the writ is criminal and the subject is to be arrested, enclosure (1) will be initiated by the CL upon delivery of the subject to civil LE authorities.

c. Procedures

(1) Notify the NSF and CL of writs to be served;

(2) Upon receipt, the CL will attempt to notify the subject, via their chain-of-command, of the pending action. Exceptions to this are felony criminal warrants. The Naval Criminal Investigative Service (NCIS) will be notified if an investigative effort is required;

(3) Writs, except felony warrants, will be served as received at the convenience of the CL, located at building 2026 during the hours of 0700-1600;

(4) The service of writs to personnel who cannot appear at the NSF Headquarters will be accomplished at a mutually agreed upon location. A member of the respective LE agency escorted by a member of NSF will serve the writ.

d. Felony Violations. The service of felony warrants will be conducted expeditiously with minimum disclosure to avoid compromise and in coordination with NCIS. By their nature, felony warrants need to be served discretely to ensure that the subject does not have an opportunity to escape or obtain a weapons.

5. Documentation. Copies of enclosures (1) and (3) will be completed by the NSF. Enclosure (2) will be completed by a duly authorized officer of the civil LE agency. Disposition of the form will be to the responsible command, legal office and the respective civil LE agency. A copy will be retained on file in the NSF Administration office for a minimum of two years before being destroyed. Felony related incidents are exempt from destruction. The aforementioned will provide an expedient and methodical way of rendering assistance to civilian LE agencies and affecting the return of active duty military to military control. Also, the mutual exchange of information will enable civilian and military LE agencies to accomplish their functions with minimum expenditure of resources and time.

Subj: DELIVERY AND RETURN OF MILITARY PERSONNEL AND SERVICE OF WRITS BY CIVILIAN AUTHORITIES

6. General Provisions

a. Effective Date. This agreement shall be effective upon signature of all parties and will remain in effect for a period of 5 years unless superseded, rescinded or until such time modified by written, mutual agreement of both parties.

b. Reviews. This agreement shall be reviewed annually by each party to evaluate its effectiveness and currency.

c. Modifications. This agreement may be modified or amended at any time with written notice of at least 30 days and with the consent of both parties.

d. Termination. This agreement may be terminated by either Party by giving at least 90 days written notice to the other Party (unless otherwise agreed).

GRAYSON DAY
Mayor
City of Kingsland
Camden County, Georgia

Christy Parks 19 JUN 19
CHESTER PARKS Date
Captain, U. S. Navy
Commanding Officer
Naval Submarine Base
Kings Bay, Georgia

Attachment: agreement with Navy (2744 : Approval Of: Operating Agreement)

Bid Tabulation
RFQ #COK 19-047
Purchase of Diesel Fuel and Unleaded Gasoline
27-Jun-19

Vendor	Fuel Type	Price Over Rack	ETA
Lewis & Raulerson	Diesel/Unleaded	0.02	Within 24 Hours after ordered has been placed
Hopkins-Gowen Oil Company	Diesel Fuel	0.08	Within 24 Hours after ordered has been placed
Ocean Petroleum	No Response	No Response	No Response

Bid Tabulation
RFP #COK 19-040
Submersible Pump
Tuesday, June 11, 2019

Vendor	Make	Model	Cost of Pump	Cost of Delivery	Total Cost of Equipment to include delivery	ETA
GoForth Williamson, Inc.	Grundfos	SE1.35 A60.245.4 52 H.C.Q.EX.61R	\$13,568.00	\$375.00	\$13,943.00	147 Days
Xylem Water Solutions, Inc.	Flit	NP-3171	\$21,138.50	\$1,339.00	\$22,477.50	70 Days
Pump and Process	KSB-KRT	D 150-400/266XG1-S	\$26,252.00	\$500.00	\$26,752.00	112-126 Days

*Request for Proposal was advertised on City of Kingsland and GMA Websties



Dear Kingsland City Council Members,

For the past 2 years, the Camden County Board of Commissioners has split the lodging tax collected from the unincorporated area between the (1) Camden Chamber, (2) the St Marys CVB and (3) the Kingsland CVB.

Regarding the restricted portion of the lodging tax, the state law requires that "*Amounts so expended shall be expended only through a contract or contracts with the state, a department of state government, a state authority, a convention and visitors bureau authority created by local Act of the General Assembly for a municipality, or a private sector nonprofit organization, or through a contract or contracts with some combination of such entities, ...*". By contracting with the Kingsland CVB, this meets the state law requirement for the County. Additionally, as required by state law, I prepare a budget and provide to the County how those funds will be spent. At the end of their fiscal year, I complete a DCA required form stating that the funds have been spent appropriately (<https://www.dca.ga.gov/node/2966>)

The CCBOC has reached out to the KCVB Authority to renew another contract for their upcoming fiscal year; the contract will be on the Commission meeting agenda tonight. I have polled the KCVB Authority Board members and they intend to approve the contract at their next Board meeting. The County cannot contract with the City because the law does not allow a government entity as an authorized contractor for the expenditure of restricted lodging tax. The funds have to be expended through a contract with a destination marketing organization.

The KCVB Authority legislation allows the execution of contracts by the Authority:

- Under Section 7, (5) To make and execute contracts, agreements, and other instruments necessary or convenient to exercise the powers of the authority or to further the public purpose for which the authority is created; and
- Under Section 7, (9) Subject to proper appropriation to the authority, to receive and use the proceeds of any tax levied by a political subdivision or taxing district of the state to pay the cost of any project or for any other purpose for which the authority may use its own funds pursuant to this Act;

I am contacting you all to ask if this contract should be an agenda item on the next Kingsland Council meeting?

Below, I have linked a copy of the service agreement contract and a copy of the Local Act that created the Kingsland CVB Authority. I realize that this can be confusing and that you all may have questions. Please know that I am happy to answer any questions. If you would like it to be on the Council meeting agenda, I am happy to speak on it at that time.

Feel free to contact me at any time at 912-552-4050. Thank you all!

Service Agreement Contract

CCBOC and KCVB Authority Contract for
Tourism Promotional Services

KCVB Authority Legislation

Act of the General Assembly of the State of
Georgia (1991) creating the Kingsland
Area Convention and Visitors Bureau
Authority

CONTRACT FOR TOURISM PROMOTIONAL SERVICES (HOTEL/MOTEL TAX FUND)

This contract, entered into by and between Camden County, a political entity of the State of Georgia (the "County") and the Kingsland Convention and Visitors Bureau Authority, a local authority, created by a local act of the General Assembly for the City of Kingsland (the "Authority"), as follows:

WHEREAS, Camden County has approved the collection of a "Hotel/Motel Tax" at the rate of three percent (3%) as provided by O.C.G.A. 48-15-31; and,

WHEREAS, the County intends that such funds as may be collected shall be expended for the purpose of promoting tourism, conventions, and trade shows; and,

WHEREAS, the County desires to contract with a private nonprofit organization for the implementation and management of said promotion; and,

WHEREAS, the Authority has performed such promotion in its capacity, and the County and Authority wish to enter into a formal contract setting out the respective responsibilities of the parties for such services to promote economic opportunities for Camden County;

NOW THEREFORE, in consideration of the mutual agreements contained herein and hereafter, subject to the terms and conditions stated, the parties agree as follows:

1. The purpose of this contract is to provide for the promotion of tourism, conventions, and trade shows for Camden County.
2. To fund this promotion, Camden County has imposed a three percent (3%) tax on hotel/motel accommodations (as defined by law); the Georgia statute requires that the entire amount of the tax collected for this purpose shall be used for the promotion of tourism in the geographical area from which the tax was generated.
3. It is the intent of the parties that this contract shall be implemented in order to assist the development of the tourism industry by increasing support for targeted and enhanced tourism services. The Authority shall focus on the promotion of that portion of the County outside the city limits and in accordance with guidelines supported by the County.
4. The Authority will conduct its operations in the most efficient and business-like manner possible, including the highest ethical standards in its promotions to enhance the image of Camden County, its citizens, and its attractions.

5. The County will remit funds to the Authority on a quarterly basis beginning July 1, 2019. Funding will be based on total hotel/motel tax collections during the fiscal year.
6. The Authority will provide an audit verification each year. The verification must show how the Authority used the funds under this Contract in conformity with O.C.G.A. 48-13-51 (9). The Authority will further provide the County a copy of any report provided to State of Georgia showing the use of the Hotel/Motel tax collections, along with any supporting documentation. In addition, an interim statement of the uses of the provided funds through December 31, 2019 shall be presented at a Board of Commissioners meeting by the second meeting in January 2020.
7. All reports and documentation provided to the County shall be addressed to the Camden County Administrator with a copy to the Camden County Chief Finance Officer.
8. This contract shall be for the period beginning July 1, 2019 and ending on June 30, 2020. This contract may be terminated at any time with a 60 day written notice by either party.

IN WITNESS THEREOF, the parties have executed this agreement on the dates indicated below:

ADOPTED this ____ day of _____, 2019 in legal assembly by the Camden County Board of Commissioners.

Camden County Board of Commissioners

Attest :

James H. Starline, Chairman

Katie Bishop, County Clerk

Kingsland Convention and Visitors
Bureau Authority

Attest :

C. B. Yadav, Chairman

Tonya Harvey, Executive Director

Hotel Motel Tax
Projected Collections for FY2020
June 18, 2019

	Population	%	\$56,025 Allocation
Woodbine	-	0.00%	
Kingsland	15,946	32.48%	\$18,194.63
St. Marys	17,121	34.87%	\$19,535.33
County (Chamber of Commerce)	16,034	32.66%	\$18,295.04
Total	49,101	100.00%	\$56,025.00

Original Population Breakdown

	Population	%
Woodbine	1,412	2.80%
Kingsland	15,946	31.57%
St. Marys	17,121	33.89%
County	16,034	31.74%
Total	50,513	100.00%

¹Source: U.S. Census Bureau, 2010 Census