



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • FEBRUARY 10, 2020

Regular Meeting

City Council Chamber

6:00 PM

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

I. PUBLIC HEARING - STARTS AT 6:00PM

1. Public Hearing on a Variance Request from RCBF Properties LLC, 3491 Pall Mall Road, Jacksonville, Florida. the Request is for a Variance to the Kingsland Zoning and Land Development Ordinance. Article VII - Sec. 70 - Minimum Lot Area, Lot Width, Required Yards, Maximum Building Height and Maximum Lot Coverage. the Applicant is Requesting a 5' Reduction in the Required Front Yard Setback and a 3' Reduction in the Required Side Yard Setback on Parcel 082R 056 and Parcel 082R 059 Located on Woodbridge Road in Meadows, Phase V SD. -
2. Public Hearing for Rezoning of Parcels 082 01D, 081 110, 081 117, 081 118 and 081 119 Totaling Approximately 87.0 Acres Located Off of Colerain Road and Connecting to Sugar Maple Way in the Meadows SC Phase V. the Applicant is Requesting to Rezone the Parcels from R-1 Single Family Residential to PD/R-1 Single Family Residential for the Purpose of Developing a Subdivision. -

II. CALL TO ORDER AND WELCOME GUESTS

III. INVOCATION AND PLEDGE TO THE FLAG

IV. ROLL CALL

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

Mayor
Mayor Pro Tem
Councilman
Councilman
Councilman

V. CONSENT DOCKET

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

VI. PRESENTATION

- 1. Dr. Steve Loden, Camden County High School -

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. PLANNING AND ZONING

- 1. Approval Of: Variance to the Kingsland Zoning and Land Development Ordinance, Article V, Sec. 58. Blair Fonda/RCBF Properties, LLC is Requesting a 5' Reduction in the Front Setback Requirement from 25' to 20' and is Requesting a 3' Reduction in the Side Setback Requirement from 10' to 7' for the Following Lot: Parcel 082R 059, 315 Woodbridge Road, the Meadows SD Phase 5. Zoning is R-1. -

Planning Commission recommends approval.

- 2. Approval Of: Variance to the Kingsland Zoning and Land Development Ordinance. Article VII - Sec. 70. Blair Fonda/RCBF, LLC is Requesting a 5' Reduction in the Front Setback Requirement from 25' to 20' and is Requesting a 3' Reduction in the Side Setback Requirement from 10' to 7' for the Following Lot: Parcel 082R 056M 323 Woodbridge Road, the Meadows SD Phase 5. Zoning is R-1. -

Planning Commission recommends approval.

- 3. Approval Of: Rezoning John G. Chytraus, Tax Parcels 082 001D, 081 110, 117, 118, and 119. RCBF Properties, LLC Has Applied for a Rezoning of 5 Parcels Totaling Approximately 86.27 Acres Located Between Colerain Road and Sugar Maple Way, Which is the Backside of the Meadows Phase V Subdivision. the Existing Zoning on the Parcels is R-1 and the Applicant is Requesting a Zoning of PD/R-1 for the Purpose of the Proposed Phase VI of the Meadows Subdivision, Which Would Include 86 Lots. -

Planning Commission recommends approval of the rezone from R-1 to PD/R-1 with one condition added. The road entrance from Colerain Road to the proposed subdivision will be built first before any construction of homes can start.

IX. OLD BUSINESS

X. NEW BUSINESS

1. Proclamation: February is Teen Dating Violence Awareness Month -

2. Approval Of: Assistance to Firefighters Grant (AFG) Match -

Kingsland Fire Rescue is requesting to submit an application to the Assistance to Firefighter Grant (AFG) program to request equipment and training essential to fire protection and prevention.

The objectives of the AFG program are to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience.

Items being requested include: radios (upgrade to 700/800mhz) \$192,500; extrication \$30,000; extractor washer for bunker gear \$5,000; and fire prevention training \$15,000.

The total request is \$242,500

The required match is \$12,125(5%)

Based on award timing and bid process, match requirement would be beginning of fiscal year 2020-21.

3. Approval Of: Green Line Rates Shared Savings Agreement -

Green Line Rates (GLR) specializes in lowering monthly energy bills by performing an in-depth analysis to identify savings opportunities to ensure utility expense reduction is realized. GLR will analyze the City's Georgia Power bills, identify potential billing errors, secure better rates, and monitor accounts. Fee is based on 50% of savings in quarterly installments for four years. Agreement is effective for 12 months with automatic renewal each year if not terminated.

4. Bid Award: Keith Dixon Way -

Contract award for new road paving for road to Coastal Pines Technical College. Staff recommends low bid, Seaboard Construction, \$490,470.52. Project is within budget in SPLOST VII.

5. Bid Award: Fuel Depot Upgrades -

Bid award includes new fuel pumps, dual hose dispensers, and removal and proper disposal of current fuel pumps. Staff recommends sole bidder, Petroleum Services Group, \$19,180.00. Amount is within budget with 75% in General Fund and 25% in Water/Sewer Fund.

XI. MAYOR AND COUNCIL ANNOUNCEMENT

XII. ADJOURNED



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

Planning and Community Development
Staff Report

Planning Commission Meeting Date: February 3, 2020

City Council Meeting Date: February 10, 2020

Agenda Item: Variance to front and side setbacks for parcels 082R 056 (323 Woodbridge Rd.) and 082R 059 (315 Woodbridge Rd.) – The Meadows SD Phase 5.

Background: Blair Fonda/RCBF Properties, LLC is requesting a 5' reduction in the front setback requirement from 25' to 20' and is requesting a 3' reduction in the side setback requirement from 10' to 7' for the two lots listed above. The lots in question encompass part of a retention pond thus reducing the buildable area of the lot. The variance is needed to be able to build the consistent type house plan that has been built in the subdivision. The granting of this variance will not change any already established setback requirements for future development in the subdivision.

Zoning: R-1

Summary:

Is proposal consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval

Scott L. Kimball- Planning Director

Attachment: Feb 2020-Blair Fonda-Variance-323 Woodbridge (2956 : Variance-Blair Fonda-RCBF Properties, LLC)
Attachment: Variances (2972 : Approval Of: Variance to the Kingsland Zoning and Land Development Ordinance, Article V, Sec. 58.)



Overview



Legend

-  Parcels
-  Parcel Numbers
-  USA Major Highways
-  Limited Access
-  Highway
-  Major Road
-  Local Road
-  Minor Road
-  Other Road
-  Ramp
-  Ferry
-  Pedestrian Way
-  City Labels

Parcel ID	082R 056	Owner	RCBF PROPERTIES LLC	Last 2 Sales			
Class Code	Residential		3491 PALL MALL ROAD # 202	Date	Price	Reason	Qual
Taxing District	KINGSLAND		JACKSONVILLE FL 32257	12/27/2018	\$100000	MP	U
Acres	n/a	Physical Address	n/a	n/a	0	n/a	n/a
		Assessed Value	Value \$8333				

(Note: Not to be used on legal documents)

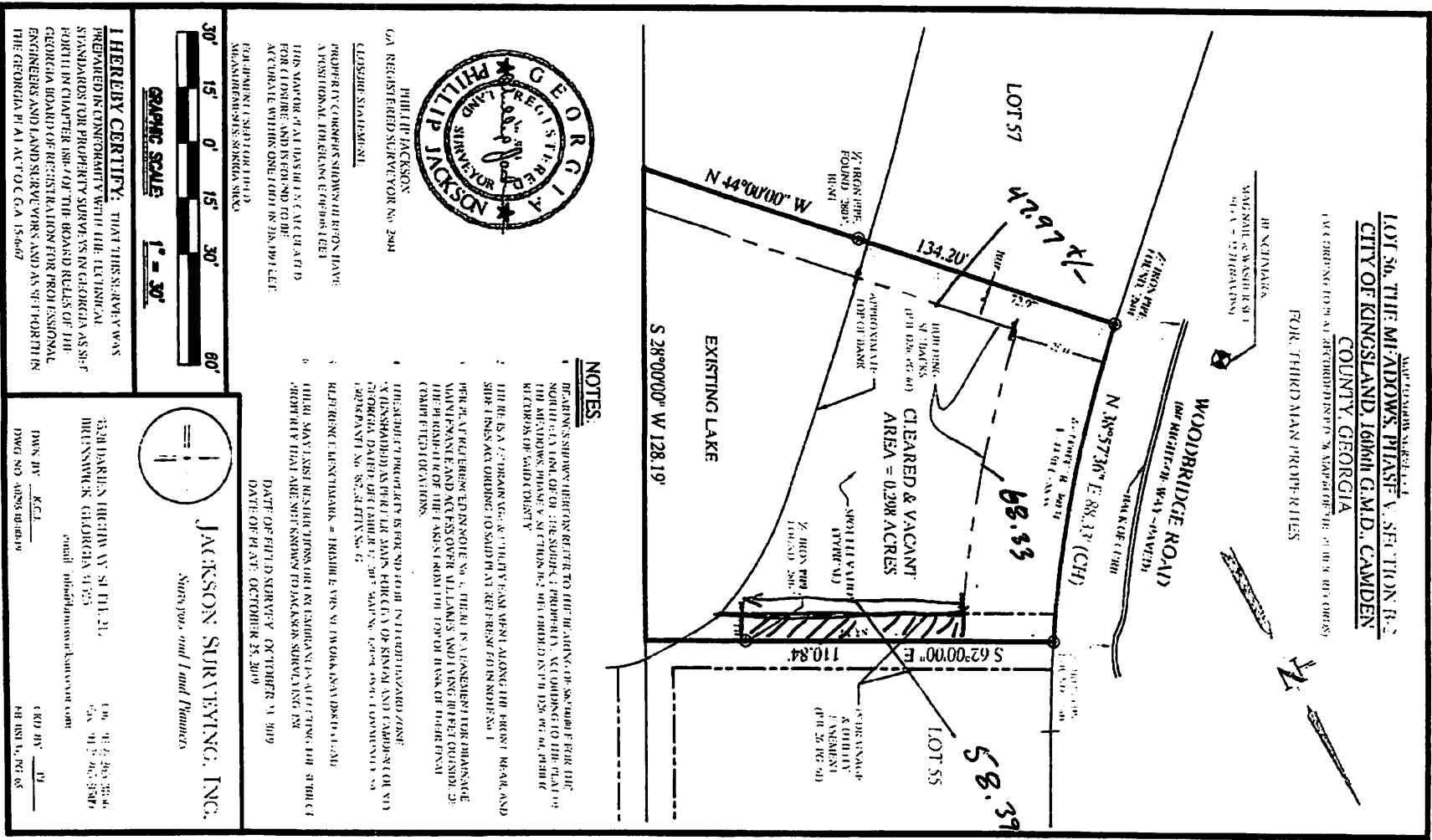
Date created: 1/13/2020
Last Data Uploaded: 1/13/2020 7:23:41 AM

Developed by  **Schneider**
GEOSPATIAL

Attachment: Feb 2020 Variance Blair Fonda-RCBF Properties LLC-323 Woodbridge Rd (2956 : Variance-Blair Fonda-RCBF Properties LLC)

Attachment: Feb 2020-Blair Fonda-Variance-323 Woodbridge (2956 : Variance-Blair Fonda-RCBF Properties, LLC)

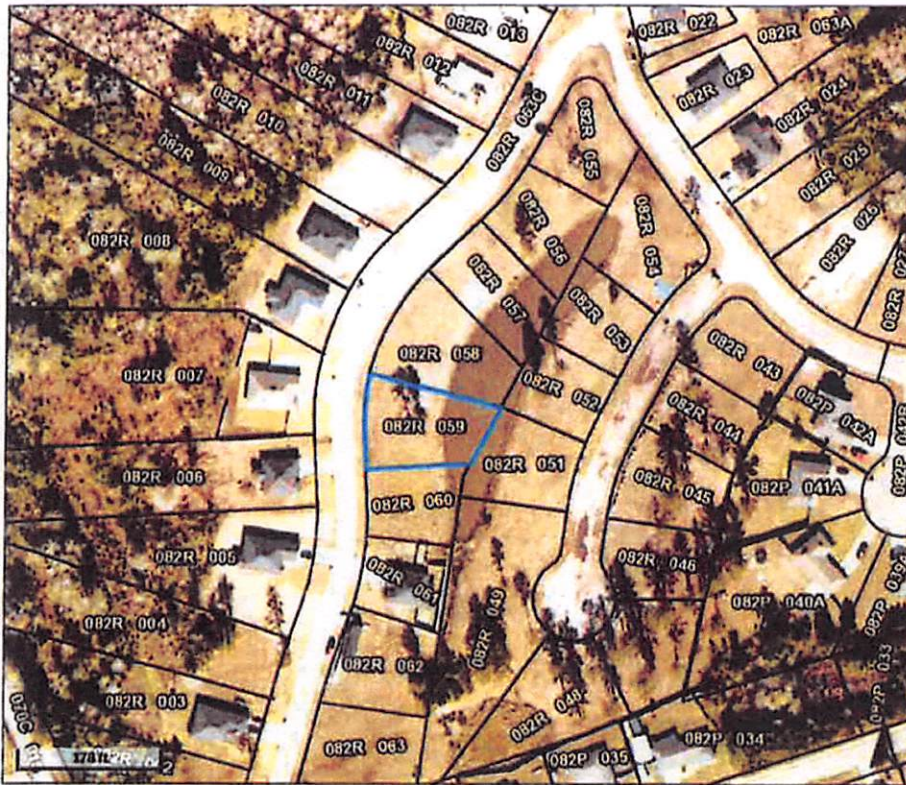
Attachment: Variances (2972 : Approval Of: Variance to the Kingsland Zoning and Land Development Ordinance, Article V, Sec. 58.)



Top of Bank? - How close can we build?
 Lot coverage?



Camden County, GA



Overview

Legend

- Parcels
- Parcel Numbers
- USA Major Highways
- Limited Access
- Highway
- Major Road
- Local Road
- Minor Road
- Other Road
- Ramp
- Ferry
- Pedestrian Way
- City Labels

Parcel ID 082R 059
 Class Code Residential
 Taxing District KINGSLAND
 Acres n/a

(Note: Not to be used on legal documents)

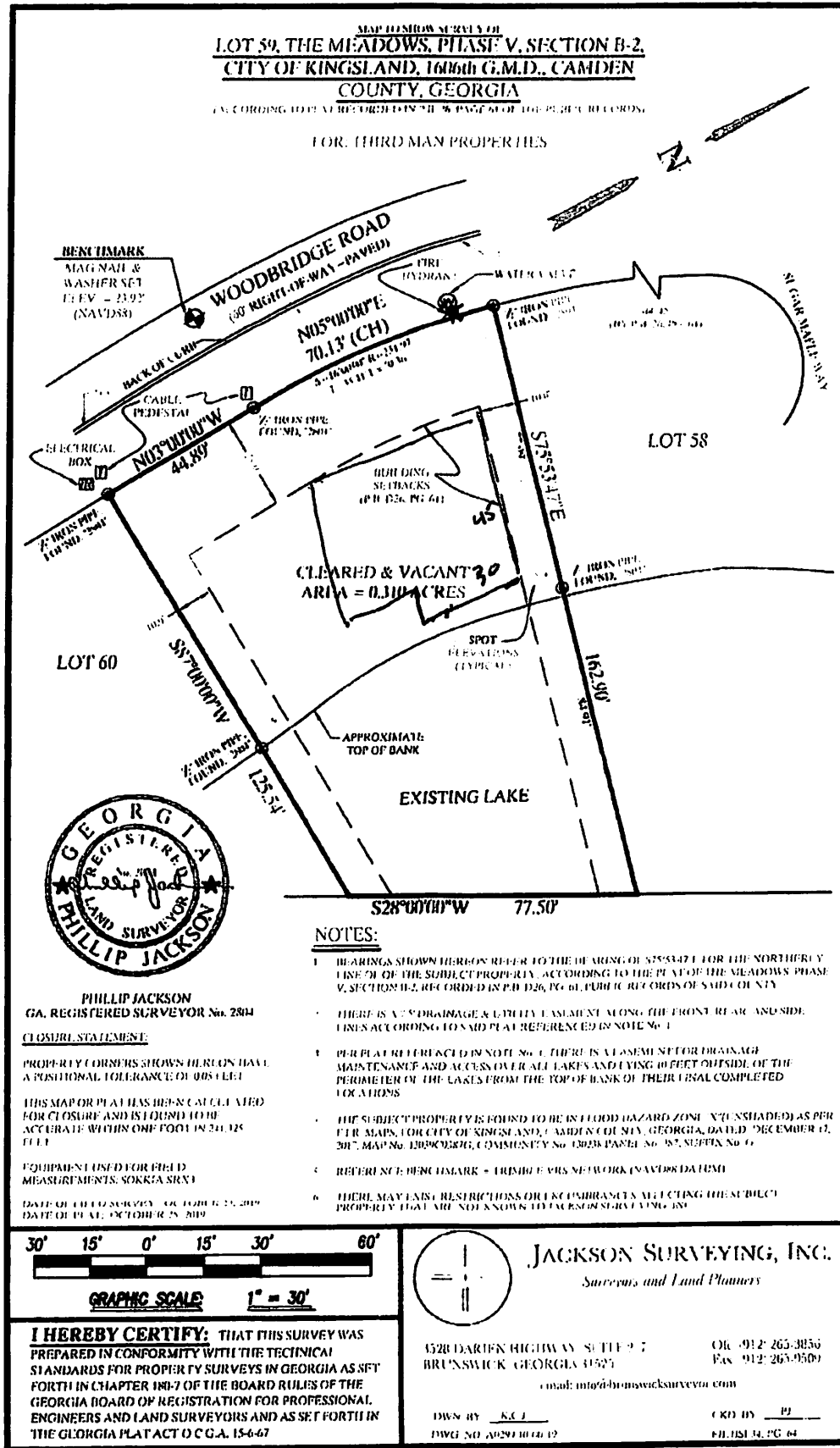
Owner RCBF PROPERTIES LLC
 3491 PALL MALL ROAD # 202
 JACKSONVILLE FL 32257
 Physical Address n/a
 Assessed Value Value \$8333

Last 2 Sales			
Date	Price	Reason	Qual
12/27/2018	\$100000	MP	U
n/a	0	n/a	n/a

Date created: 1/13/2020
 Last Data Uploaded: 1/13/2020 7:23:41 AM

Developed by Schneider
 GEOSPATIAL

Attachment: Feb 2020 Variance-RCBF Properties-315 Woodbridge Rd 19857 - Variance-Blair Fonda-RCBF Properties LLC
 Attachment: Feb 2020-RCBF Prop.-315 Woodbridge-Variance (2957 : Variance-Blair Fonda-RCBF Properties, LLC)
 Attachment: Variances (2972 : Approval Of: Variance to the Kingsland Zoning and Land Development Ordinance, Article V, Sec. 58.)



Map of Lot 59, The Meadows, Plats V, Section B-2, City of Kingstand, 1606th C.M.D., Camden County, Georgia, prepared by Phillip Jackson, Registered Surveyor No. 2804, on October 22, 2019, and filed for record on October 25, 2019.

Attachment: Feb 2020 Variance-RCRF Properties-315 Woodbridge Rd (2020) - Variance-Blair Fonda-RCRF Properties, LLC
Attachment: Feb 2020-RCBF Prop.-315 Woodbridge-Variance (2020) - Variance-Blair Fonda-RCBF Properties, LLC

Attachment: Variances (2020) - Approval Of: Variance to the Kingstand Zoning and Land Development Ordinance, Article V, Sec. 58.)



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

Planning and Community Development

Staff Report

Planning Commission Meeting Date: February 3, 2020

City Council Meeting Date: February 10, 2020

Agenda Item: Rezoning of 5 Parcels between Colerain Rd. and Sugar Maple Way totaling approx. 86.27 acres from R-1 to PD/R-1 (082 001D, 081 110, 081 117, 081 118, and 082 119)

Background and Summary:

RCBF Properties, LLC has applied for a rezoning of 5 parcels totaling approx. 86.27 acres located between Colerain Rd. and Sugar Maple Way, which is the backside of The Meadows Phase V subdivision. The existing zoning on the parcels is R-1 and the applicant is requesting a zoning of **PD/R-1** for the purpose of the proposed Phase VI of The Meadows Subdivision, which would include 86 lots. The applicant has provided a Planned Development Report that reduces the minimum lot area required in a R-1 from 10,000 square feet to 6,6000 square feet (12 designated lots only, all other lots will be over 7,000 square feet). The PD report also reduces the required the minimum lot width at the building line from 75' to 70', reduces the minimum front setback in R-1 to from 25' to 20', reduces the minimum side setbacks in R-1 from 10' to 7' and reduces the minimum rear setback in R-1 from 15' to 10'. The proposed plat shows that approx. 59 acres of the total 86.27 acres includes wetlands, R/W and ponds, is not buildable acreage, therefore the reduction in lot size and setbacks would be needed to accommodate the number of lots needed to make it feasible to develop this subdivision phase. The plat also shows another entrance will be added off of Colerain Rd. which would then give The Meadows SD two entrances. Having two entrances will be beneficial to the life safety of the residents and future residents that live in The Meadows SD. The PD Report has been reviewed by the Planning Dept. staff and the report meets all requirements of Article VII, Sec. 72 of the Kingsland Zoning and Land Ordinance.

Current Zoning: R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends approval

November 29, 2019

Planned Development Report
The Meadows Development
Phase 6
Kingsland, Georgia

Prepared for:

RCBF PROPERTIES, LLC
3491 Pall Mall Rd #202
Jacksonville, FL 32257



Prepared by:

CSEC
INC

Civil & Structural
Engineering Consultants

29 CORAL PARK WAY
BRUNSWICK, GEORGIA 31520
PH 912.265.3851
FAX 912.264.7273

Attachment: Staff report P&Z -2 (2974 : Approval Of: Rezoning John G. Chytraus, Tax Parcels 082 001D, 081 110, 117, 118, and 119.)

CONTENTS

PROJECT DESCRIPTION.....1

LEGAL DESCRIPTION.....1

DEVELOPMENT STANDARDS1

RESTRICTIVE COVENANTS1

PROPOSED DEDICATIONS1

UTILITIES2

LAND USE SUMMARY2

ATTACHMENTS

- DECLARATION OF COVENANTS AND RESTRICTIONS
- PROJECT LOCATION MAP
- BOUNDARY AND WETLANDS SURVEY
- ZONING MASTER PLAN

Attachment: Staff report P&Z -2 (2974 : Approval Of: Rezoning John G. Chytraus, Tax Parcels 082 001D, 081 110, 117, 118, and 119.)

PROJECT DESCRIPTION

The Meadows is a residential development west of Kingsland that has been under development since the late 1980's. The last phase of the project (Phase 5) was started in 2007 and was completed in 2015. The original development plan for The Meadows anticipated the extension of the project to a second entrance to be located on Colerain Road and the Holly Hill Farms development was platted to allow a 100' right-of-way for Sugar Maple Way for that purpose. As shown in the area table in this report, the wetlands contained in this phase represent more than 50% of the total area. After accounting for the required storm water detention facilities, common areas, and road rights-of-way, the total area available for development into single family lots account for only 25% of the total parcel area. The proposed lot layout shown in the attached Zoning Master Plan results in a gross density of 1.00 dwelling units per acre.

LEGAL DESCRIPTION

This project consists of Tax Parcels 081 001D, 081110, 081117, 081118, and 081119. A copy of the boundary and wetlands survey of the property is attached to this report.

DEVELOPMENT STANDARDS

Allowed Use: Single Family Residential

Minimum lot area: 6,600 square feet

Minimum lot width at the building line: 70 feet

Minimum front yard setback from street: 20 feet

Minimum side yard setback from street: 20 feet setback from other property line: 7 feet

Minimum rear yard setback from street: 20 feet setback from other property line: 10 feet

Maximum building height: 35 feet

RESTRICTIVE COVENANTS

A Declaration of Covenants and Restrictions for this project has been prepared and is attached to this report.

PROPOSED DEDICATIONS

The roads, water systems, and sewer systems will be dedicated to the City of Kingsland for ownership and maintenance. Storm water management systems within the right-of-way of the roads will be included in the dedication. Storm water detention facilities and outfall ditches will be owned and maintained by the HOA.

UTILITIES

Existing water and sewer systems that have been previously constructed for The Meadows Phase 5 and for Holly Hill Farms will be modified as necessary and extended to this project. The water and sewer systems shall be designed to allow future extension into the R/W of Colerain Road. Sewer pump stations shall be analyzed and modified as required to serve the existing developments and the proposed Meadows Phase 6.

All utilities, including but not limited to electric power, telephones and Cable T.V., shall be located underground.

LAND USE SUMMARY

Total =	86.27	Acres
Lots =	21.51	Acres
Common =	6.28	Acres
Wetlands =	48.23	Acres
R/W =	6.72	Acres
Ponds =	3.53	Acres

STATE OF GEORGIA

COUNTY OF CAMDEN

DECLARATION OF COVENANTS AND RESTRICTIONS

THE MEADOWS, PHASE SIX

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made and published this ____ day of November, 2019, by JOHN G. CHYTRAUS, of Duval County, Florida ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owners of all that land described on the attached Exhibit "A"; and

WHEREAS, the Declarant may wish to develop the adjoining property and later to add certain common areas; and

WHEREAS, it is to the best interest, benefit and advantage of Declarant and to each and every person who shall hereafter purchase any of the Lots, that certain covenants of the Lots and Property be established;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and each and every subsequent owner of any of the Lots, and any additional property the Declarant may subject to these covenants, the undersigned Declarant hereby establishes and declares the following covenants and restrictions to apply to all of the said property and to all persons owning any of said Lots hereafter.

1. DEFINITIONS

(a) "Association" shall mean and refer to The Meadows Phase 6 Owners Association, Inc., its successors and assigns.

(b) "Board" and "Board of Directors" shall mean the board of directors of the Association.

(c) "Common Area" shall mean all real property (including the improvements thereto) deeded to the Association for the common use and enjoyment of the Owners. Any Common Area may be conveyed to the Association, as set forth in this declaration, including areas which are part of Lots shown on any plat of the Property.

(d) "Declarant" shall mean and refer to John G. Chytraus, his successors and assigns.

(e) "Lot" shall mean and refer to any plot of land on the recorded subdivision map of the Property, with the exception of the Common Area, and any renumbered plot that results from the subdivision of any Lot, as shown on any recorded resubdivision of such Lot.

(f) "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

(g) "Property" shall mean the land referred to in Exhibit "A", together with any other property annexed thereto under the provisions of this declaration.

2. USE OF LOTS

The Property may be used only for single-family residences and the attendant amenities. One Lot, as shown on the referenced plat, or on any recorded plat showing a subdivision of an original Lot shall be the minimum building area upon which a single family residence may be constructed, although more than one Lot may be utilized as a single building plot. Notwithstanding the use of more than one Lot as a single building plot, each Lot making up the single building plot shall remain a separate Lot for purposes of assessment and membership and voting rights in the Association. The Owners of each Lot

shall regulate the number of guests, the outside activities permitted by guests, and the amount of time guests are allowed to remain on such Lot, pursuant to rules adopted by the Association.

3. TEMPORARY STRUCTURES PROHIBITED

No outbuilding, mobile home, detached garage, shed, tent, modular metal home, any trailer including utility trailers or temporary building of any kind shall be placed on any Lot, either temporarily or permanently, except for the use of a temporary construction shed or trailer during the period of actual construction of any structure on the Lot, and a temporary sales trailer authorized by Declarant.

4. ANIMALS

No animals, livestock, or poultry shall be kept or maintained on any of the Property except dogs, cats, and pet birds, none of which shall be kept outside, including screened or open porches, patios and courtyards. At such time as pets are permitted outside a dwelling, they must be secured by a leash or under the command of a responsible person and obedient to that person's command at all times. No animal shall be allowed to make noises which serve as a nuisance to other Owners, their guests and licensees. All pet litter shall be immediately removed from the Property by the owner of such pet; failure by any resident Owner to comply with this provision shall result in a fine by the Association, which shall act as a lien on the Lot of such Owner in the same manner as other liens provided in these covenants.

5. OWNER MAINTENANCE RESPONSIBILITY

Each Owner is obligated to and responsible for performing all maintenance, repair and restoration in connection with its Lot and all improvements thereupon. Each Owner shall maintain the exterior of all buildings and improvements on the Owner's Lot in a good and workmanlike manner and shall present a neat and clean appearance upon the Lot including painting, repairing, replacing and caring for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Owners shall further assure that no weeds, underbrush or other unsightly vegetation is permitted to grow or remain upon Owner's Lot or the right-of-way existing between the property on Owner's Lot and the paved surface of any road and no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot or the right-of-way existing between the property on Owner's Lot and the paved surface of any road.

6. WATER SUPPLY

Each Lot shall be connected to the public water and sewer systems, and fees for use of such systems shall be paid by the Owner or the Owner's agent. No individual private water supply shall be installed or maintained on any Lot.

7. EASEMENTS

There is hereby granted a blanket easement upon, across, over and through all of the Property for replacement, repair, and maintenance of all utilities, including water, sewer, gas, telephone, and electricity. Additionally, there is an easement over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety, and appearance. These easements shall not affect any other recorded easements on the Property. There is further reserved to the Declarant and the Association all easements shown on the recorded subdivision plat of the Property. There is further reserved to the Association a blanket easement over the Property for the maintenance and upkeep of the Common Areas and the provision of mowing and edging services.

8. OBLIGATIONS OF THE ASSOCIATION

The Association shall maintain all Common Areas. The Association shall not be responsible for any maintenance caused by the abuse or negligence of any Owner, or any guest, invitee, licensee, or agent of any Owner; and each Owner shall be obligated to provide maintenance caused by any such abuse or negligence.

9. OWNERS' EASEMENTS OF ENJOYMENT

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless passed under the provisions of Paragraph 11 below.

10. DELEGATION OF USE

Any Owner may delegate, in accordance with the Bylaws of the Association, such Owner's right of enjoyment to the Common Area and facilities to the members of such Owner's family, tenants, or contract purchasers who reside on the Property.

11. MEMBERSHIP AND VOTING RIGHTS

Every Owner of a Lot subject to assessments shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot subject to assessments. All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. So long as Declarant owns any Lot, Declarant shall be entitled to a number of votes equal to the total number of Lots in the Property, plus one.

12. COVENANT FOR MAINTENANCE ASSESSMENT

(a) Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) yearly assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The yearly assessments, together with interest, costs, and reasonable attorney's fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title, provided such successors in title obtain a written statement from the secretary or any other officer of the Association that the assessments for such Lot are current as of the date of transfer of title.

(b) Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property, for the improvement and maintenance of the Common Area, and costs associated with the operation of the lift station on the property.

(c) Maximum Yearly Assessments. The maximum initial quarterly assessment shall be \$100.00 for each Lot. The yearly assessment shall be paid in advance. The maximum yearly assessment may be increased by the Association each year not more than 10% above the maximum yearly assessment for the previous year without a vote of the membership. The maximum yearly assessment may be increased above 10% by a vote of at least 51% of the Members who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors of the Association may fix the yearly assessment at an amount not in excess of the maximum.

(d) Special Assessments for Capital Improvements. In addition to the yearly assessment, a special assessment may be made, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(e) Notice and Quorum for any Action Authorized Under Sections (c) and (d). Written notice of any meeting called for the purpose of taking any action authorized under (c) or (d) above shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such

meeting called, the presence of members or of proxies entitled to cast 60% of all the authorized votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

(f) Uniform Rate of Assessment. Both quarterly and special assessments must be fixed at a uniform rate for all Lots; special assessments may be collected on a quarterly basis.

(g) Date of Commencement of Yearly Assessments; Due Dates. The yearly assessments provided for herein shall commence as to all Lots on January 1, 2020. The Board of Directors shall fix the amount of the yearly assessments against each Lot for subsequent calendar years not later than December 1 of each year. Written notice of changes in the yearly assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

(h) Effect of Nonpayment of Assessments; Remedies of the Association. All assessments shall be promptly paid when they become due. In the event of the Owner's failure to pay promptly when due, such failure shall constitute a lien upon the individual Lot. Any assessment not paid within ten days after the due date shall incur a late fee of 10% of the amount due, plus interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or file and foreclose the lien against the Property. The lien may be foreclosed in the same manner as other liens for the improvement of real property. The Owner shall be responsible for all costs of collection, including court costs and reasonable attorney's fees actually incurred. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

(i) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or purchase money security deed. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer.

13. STAGED DEVELOPMENT

Additional land within the area described in Deed Book 1953, page 792, Camden County, Georgia, records, or any area adjoining such property, may be annexed by the Declarant, its successors and assigns, without the consent of Owners within ten years of the date of this instrument. In the event Declarant decides to annex such land into the Property, it may incorporate by reference these covenants and restrictions and in such event all Owners in such land shall be bound and take subject to these covenants and restrictions. In such event the Declarant may convey to the Association any additional Common Area it deems appropriate, including roads, sidewalks, swimming pool, and clubhouse.

14. DURATION; TERMINATION; AMENDMENT

(a) The provisions of this declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by Declarant, or any Owner of any Lot subject to this declaration, their respective heirs, legal representatives, successors and assigns, until 20 years from the date hereof. This declaration shall be automatically renewed and extended beyond said period for successive additional 20-year periods unless, within two years prior to the expiration of the initial 20-year period or any such subsequent period, at least 51% of the persons owning Lots shall execute and record in the office of the clerk of superior court of Camden County, Georgia, a document pursuant to O.C.G.A. §44-5-60 terminating this declaration.

(b) This declaration may be extended, amended, cancelled, or annulled at any time by the Declarant, so long as the Declarant is the owner of at least one Lot in the Property. Thereafter, this declaration may be extended, amended, cancelled, or annulled at any time by the Owners of a majority of the Lots of the Property. No such amendment, extension, cancellation, or annulment shall be effective unless there is filed for record in the Office of the Clerk of the Superior Court of Camden County, Georgia, an instrument executed by Declarant or such Owners, whichever is appropriate under this paragraph, which shall state the terms of such action.

15. ENFORCEMENT

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by

the provisions of this declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16. SEVERABILITY

Should any covenant, restriction, or provision contained herein be declared void, invalid, illegal, or unenforceable by any court having jurisdiction over the subject matter hereof, such judgment shall in no way affect the other provisions hereof, which are hereby to be severable and which shall remain in full force and effect.

17. JURISDICTION

These covenants and restrictions shall be governed by the laws of the State of Georgia and each Owner agrees to submit to the jurisdiction of the Camden County Superior Court as to any claim or controversy that might arise hereunder. The prevailing party in any such action shall be entitled to recover all costs of such action, including attorney's fees, from the other party.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and affixed its seal on the year and day first above-written.

_____(SEAL)

John G. Chytraus

Signed, sealed, and delivered in
the presence of:

Witness

Notary Public

Exhibit "A"

All that tract or parcel of land situate, lying and being in the City of Kingsland, 1606th G.M. District of Camden County, Georgia, being more particularly described as the Meadows – Phase Six on a plat prepared from a survey by _____, Georgia Registered Land Surveyor, dated _____, and recorded in Plat Book ____, Page ____, in the office of the Clerk of Camden County Superior Court. Said plat and record thereof being by reference incorporated herein for a complete description of said lot and for all legal purposes.



CITY OF KINGSLAND

PROCLAMATION

February is Teen Dating Violence Awareness Month

WHEREAS, dating abuse is a big problem affecting youth in every community across the nation; and

WHEREAS, nearly 1.5 million high school students nationwide experience physical abuse from a dating partner in a single year and nearly half (43%) of dating college women report experiencing violent and abusive dating behaviors; and

WHEREAS, one in three girls in the United States is a victim of physical, emotional or verbal abuse from a dating partner, a figure that far exceeds rates of other types of youth violence; and

WHEREAS, girls and young women between the ages of 16 and 24 experience the highest rate of intimate partner violence, almost triple the national average; and

WHEREAS, violent behavior often begins between the ages of 12 and 18, the severity of intimate partner violence is often greater in cases where the pattern of abuse was established in adolescence; and

WHEREAS, only 33% of teens who were in an abusive relationship ever told anyone about the abuse, 81% of parents believe teen dating violence is not an issue or admit they don't know if it's an issue; and

WHEREAS, Teen Dating Violence Awareness Month will be recognized by participating in National Orange Day on February 11, 2020. National Orange Day is a day selected to wear any shade of orange to promote awareness about Teen Dating Violence; and

NOW THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Kingsland, Georgia that February 10, 2020 be recognized as National Orange Day.

PROCLAIMED ON: 10 February, 2020

Dr. C. Grayson Day, Jr., Mayor

ATTEST:

Linda O'Shaughnessy, City Clerk



Green Line Rates

Shared Savings Agreement

Customer: City of Kingsland, Georgia	Effective Date:
Service Address: See Exhibit 1 Section E	Federal EIN:

Terms and Conditions | Shared Savings Agreement

- Authorization:** By entering into this Agreement with Green Line Rates, LLC ("GLR"), Customer (identified above) expressly authorizes all of its utility suppliers (including, without limitation, any and all of its suppliers of electricity and natural gas services) to provide GLR with full and unlimited access to all of Customer's historical and current utility account information (whether such information is retained in print or electronically), including access to any necessary online login credentials, as applicable, to enable GLR to evaluate Customer's historical and current utility usage and the rates charged to Customer for the provision of utility services and to discover all applicable utility rate savings, refunds, credits, or rebates available to Customer. By entering into this Agreement, Customer appoints GLR as Customer's authorized agent and attorney-in-fact for the purpose of negotiating with Customer's utility suppliers all rate savings, refunds, credits, or rebates available to Customer and for the purpose of entering into or executing any agreements, in Customer's name and stead, with Customer's utility providers for such purposes. Customer agrees to sign any documents required by its utility providers to carry out the purpose of this Agreement.
- Billing Audit:** Upon the execution of this Agreement and GLR's receipt of full access to Customer's utility account information, GLR will audit Customer's historical utility billing and usage information to discover all rate saving opportunities, billing errors, metering errors, and overcharges. If opportunities for savings are discovered, GLR will work with the utility provider on Customer's behalf to implement appropriate rate changes and secure all credits or refunds due.
- Costs to Customer; Service Fees:** If GLR's audit does not reveal any rate savings, refunds, credits, or rebates, Customer will owe GLR nothing under this Agreement. If, however, any rate savings, refunds, credits, or rebates are discovered and implemented, Customer agrees to pay to GLR a service fee equal to 50% of such savings resulting from implemented rate changes identified by GLR, and a service fee equal to 50% of any refunds, credits, or rebates received by Customer resulting from GLR's services under this Agreement. GLR will calculate and bill Customer quarterly for all service fees owed to GLR attributable to rate savings, and such service fees are due upon Customer's receipt of the quarterly invoice furnished by GLR. As for any service fees attributable to refunds, credits, or rebates received by Customer, such service fees are due to GLR upon Customer's receipt of the invoice from the utility provider containing the applied refund, credit, or rebate.
- Monthly Rate Savings Calculation:** Each month during the Term (as defined below) of this Agreement, GLR will calculate a "Monthly Rate Savings," which are rate savings attributable to the efforts of GLR and will be equal to the difference between (a) the Average cost per kWh during the corresponding month in the year before the Customer retained the services of GLR under this Agreement ("Year 0 Average cost per kWh") and (b) the Average Cost per kWh for the current month. For example, if GLR's services are retained and Customer's account is converted in March 2019, then the Monthly Rate Savings for April 2019 would be calculated as follows: Average cost per kWh for April 2018 – Average cost per kWh for April 2019 = Monthly Rate Savings. (The Monthly Rate Savings computed during each year of the Term (and any renewal Term) will be calculated by subtracting the Average Cost per kWh for the current month from the Year 0 Average cost per kWh for the corresponding Year 0 month of the year.)

Once the Monthly Rate Savings for a given month has been calculated, then the Total Monthly Savings is determined. The Total Monthly Savings is the product of the Monthly Rate Savings multiplied by the actual energy consumed (kWh) during the current month. For example, if the Monthly Rate Savings for April 2019 is \$0.05 (per kWh) and the actual energy consumption for April 2019 is 10,000 kWh, then the Total Savings for April 2019 is calculated as follows: $\$0.05 \times 10,000 = \500.00 .



Green Line Rates

The following example of a quarterly invoice (Q2 2019) from GLR is illustrative only, assuming that GLR's services were retained in March 2019:

Year 0 Average cost per kWh (April 2018)	Average cost per kWh (April 2019)	Monthly Rate Savings	Actual Energy Consumed (April 2019)	Total Savings (April 2019)
\$0.15	\$0.10	\$0.05	10,000 kWh	\$500.00
Year 0 Average cost per kWh (May 2018)	Average cost per kWh (May 2019)	Monthly Rate Savings	Actual Energy Consumed (May 2019)	Total Savings (May 2019)
\$0.20	\$0.12	\$0.08	8,000 kWh	\$640.00
Year 0 Average cost per kWh (June 2018)	Average cost per kWh (June 2019)	Monthly Rate Savings	Actual Energy Consumed (June 2019)	Total Savings (June 2019)
\$0.15	\$0.10	\$0.05	15,000 kWh	\$750.00
				Total Q2 2019 Savings
				\$1890.00

5. **Assumption of Consistent Use and Acknowledgement of Changed Utility Use:** Customer and GLR acknowledge that the savings expected to be achieved under this Agreement are based on an assumption of constituent utility use, but Customer and GLR acknowledge that savings are not guaranteed and may change or diminish if Customer materially changes its operations, including its operating hours and power usage. Customer has no obligation to GLR to maintain any level of operations as a result of this Agreement, and GLR agrees that Customer shall not be contractually penalized if its utility needs at the above-stated Service Address change, thereby impacting the energy usage at such Service Address.
6. **Term of Agreement:** This Agreement shall commence on the Effective Date and shall remain in force for 12 consecutive months, except as provided in Section 7 for terminations deemed to occur as of the last day of the calendar year or the last day of Customer's fiscal year, as applicable, if not timely renewed by Customer. On January 1 of each calendar year (or on the first day of Customer's fiscal year, if Customer's fiscal year does not begin on January 1), subject to earlier termination by Customer as authorized by this Agreement, this Agreement will renew automatically for a one-year term, so long as Customer continues to experience rate savings attributable to GLR's services under this Agreement. Customer agrees that GLR shall be entitled to receive the rate-savings service fee described in Section 3 of this Agreement each month (although billed quarterly) that this Agreement is in force, beginning with the first full month in which any rate saving is realized by Customer, and Customer agrees that each month that this Agreement is in force GLR shall be entitled to receive any service fee for refunds, credits, or rebates realized. This Agreement may be renewed for three one-year terms, but in no event shall this Agreement continue in effect beyond the conclusion of the third one-year renewal term.
7. **Compliance with O.C.G.A. § 36-60-13:** Customer is a city and political subdivision of the State of Georgia and thus subject under Georgia law to certain restrictions on entering into multi-year contracts for the provision of goods and services. In order to comply with the provisions of O.C.G.A. § 36-60-13, GLR and Customer agree that this Agreement shall end absolutely and without further obligation on the part of Customer on December 31, 2019 or on the last day of Customer's fiscal year, whichever occurs first. The Parties agree that the Agreement may be renewed by Customer for a total of three one-year terms (with each one-year term beginning on January 1 or the first day of Customer's fiscal year, as applicable), but each one-year renewal term shall end absolutely and without further obligation on the part of Customer on December 31 or the last day of Customer's fiscal year, as applicable. In order to terminate this Agreement, Customer must notify GLR in writing of its decision to terminate no later than 60 days before December 31 or before the last day of Customer's fiscal year, as applicable. If Customer fails to timely notify GLR in writing of Customer's decision to terminate the Agreement, then the Agreement shall be renewed automatically for a one-year period without any further action required. If Customer terminates this Agreement at any time before the end of the third one-year renewal term, Customer acknowledges and agrees that



Green Line Rates

GLR will be authorized to have Customer placed on the same utility rate plan that Customer was on immediately before this Agreement became effective, and Customer covenants that it will not change rate plans with its utility provider any time before the end of what would have been the third one-year renewal term had this Agreement not been terminated.

8. **Use of Customer's Logo:** Customer agrees that GLR may use Customer's logo in GLR future marketing materials.
9. **Miscellaneous.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia without regard to its conflict-of-law principles, and the parties agree that all disputes arising out of this Agreement will be resolved by a court of competent jurisdiction in Camden County, Georgia. Amounts payable under this Agreement that remain unpaid more than 15 days past the due date are subject to a late charge equal to 1.5% of the unpaid amount, computed monthly, which 1.5% late charge will continue to accrue each month until the amount is paid in full. If either party engages a lawyer to enforce a provision of this Agreement, the parties agrees that a court may award the party that sought enforcement of the Agreement its reasonable attorney's fees and court costs. The terms and conditions set forth on Exhibit "1" are incorporated into and form part of this Agreement.

Customer: _____
 (if a legal entity, provide the legal name on file with the Secretary of State of Georgia and indicate the title of the natural person whose signature appears below)

Billing via Mail or Electronic (Circle One) Email Address: _____

Signature: _____ **Print Name:** _____

Green Line Rates, LLC.

Signature: _____

Print Name: _____



Green Line Rates

EXHIBIT 1

A. Notices

Any notices to be given under this Agreement by either party shall be in writing, and delivery shall be effected by personal service, by registered mail, or by e-mail to the address listed below. Notices delivered personally are deemed received at the time of delivery. Mailed notices are deemed delivered three days after mailing. Notices delivered by e-mail are deemed delivered at the time the e-mail is sent.

Notice to the City of Kingsland, Georgia ("City") shall be given to:

City of Kingsland
c/o Lee Spell
City Manager
P.O. Box 250
Kingsland, GA 31548
e-mail: lspell@kingslandgeorgia.com

With a copy to:

Steven Blackerby
Brown, Readdick, Bumgartner, Carter, Strickland & Watkins, LLP
Kinney & Kinney, LLC
5 Glynn Ave
Brunswick, GA 31520
e-mail: sblackerby@brbcsww.com

Notice to Green Line Rates, LLC ("GLR") shall be given to:

Alex Moore
Green Line Rates, LLC
196 Alps Road, Suite 2, #202
Athens, Georgia 30606
e-mail: alex@greenlinrates.com

With a copy to:

Stuart E. Walker
Martin Snow, LLP
P.O. Box 1606
Macon, Georgia 31202
e-mail: sewalker@martinsnow.com



Green Line Rates

This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by GLR for the City and contains all the covenants and agreements between the parties with respect to the rendering of these services. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if set forth in writing and signed by the party to be charged.

GLR warrants that it will not, in the performance of this Agreement, discriminate on the basis of race, color, sex, or national origin.

This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The attorneys' fees may be set by the court in the same action or in a separate action brought for that purpose.

B. Authority to Enter Agreement

The person signing the Agreement on behalf of GLR warrants that (1) he is authorized to sign on behalf of GLR; (2) that GLR is a validly existing limited liability company organized under Georgia law; and (3) that GLR, as applicable, complies with all federal and state immigration laws, including the use of E-Verify, and will continue to do so while the Agreement is in force.

C. Termination of Agreement

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (1) Bankruptcy or insolvency of GLR;
- (2) Death or dissolution of GLR; or
- (3) Assignment of this Agreement by either party without the consent of the other party.

D. Indemnification



Green Line Rates

GLR assumes all responsibility for the services to be rendered in connection with this Agreement. GLR shall bear all losses and damages directly or indirectly resulting on account of the performance of the services rendered by GLR under this Agreement. GLR shall defend, indemnify, and hold harmless the City, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers, agents, and lenders ("City Affiliates") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses, and liabilities of any kind whatsoever, including but not limited to, attorney's fees and costs of defense (collectively, "Liabilities") that are determined to be the result of willful, negligent, or tortious conduct engaged in by GLR (or by any subcontractor or other person directly or indirectly employed by GLR for whose acts GLR or subcontractor may be liable). This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the City or City Affiliates. The indemnity obligation created by this paragraph does not negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this paragraph. The indemnity obligation created by this paragraph shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred while the Agreement was in force.

E. Service Addresses

GEORGIA POWER ACCOUNT NUMBER	SERVICE LOCATION ADDRESS
07353-17021	531 Lee St. Kingsland, GA 31548
02370-29060	964 S Grove St. Kingsland, GA 31548
07950-78036	218 Haddock Rd. Kingsland, GA 31548
11918-88044	968 S Grove St. Kingsland, GA 31548
12483-22117	533 Lee St. Kingsland, GA 31548
33581-56012	1190 Boone Ave. Kingsland, GA 31548
36256-24001	595 King Ave, Kingsland, GA 31548
40036-24006	433 Clarks Bluff Rd, Kingsland, GA 31548
43396-24005	105 William Ave, Kingsland, GA 31548
44236-24000	232 S Grove Blvd, Kingsland, GA 31548
44446-24000	595 S Grove Blvd, Kingsland, GA 31548
44656-24000	960 S Grove Blvd, Kingsland, GA 31548
45496-24002	111 Seaboard St., Kingsland, GA 31548
46336-24007	305 Gross Rd., Kingsland, GA 31548
50916-22002	691 Lee St., Kingsland, GA 31548



Green Line Rates

GEORGIA POWER ACCOUNT NUMBER	SERVICE LOCATION ADDRESS
52426-24009	740 Gross Rd., Kingsland, GA 31548
53476-24001	107 Lee St., Kingsland, GA 31548
57886-24005	1379 King Ave., Kingsland, GA 31548
74374-47005	689 N Lee St., Kingsland, GA 31548

Keith Dixon Way

Bid Opening: January 23, 2020 @ 2:00 p.m.

	Company Name	Payment Received	Acknowledgement of Addenda No. 1 and No. 2	Bidder Qualification Form	5% Bid Bond	Total Bid Value
	East Coast Asphalt LLC	Yes	Yes	Yes	Yes	\$742,704.40
	Rowell Contracting, Inc.	Yes	Yes	Yes	Yes	\$721,368.00
	Charlie Hester Construction, Inc.	Yes	Yes	Yes	Yes	\$687,358.91
	J W Oliver Construction, Inc.	Yes	Yes	Yes	Yes	\$533,639.45
	Seaboard Construction	Yes	Yes	Yes	Yes	\$490,470.52
	Curb & Gutter Professionals, Inc. / Underground Excavating Inc.	Yes	No Bid Received			
	ConstructConnect	Yes	No Bid Received			

Bid Tabulation
RFP COK #20-018
Fuel Depot Upgrades
Tuesday, January 28, 2020 @ 2:00 PM

Vendor	Total Cost of Project
Petroleum Services Group	\$19,180.00
L&T Inc.	No Bid Submitted

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