



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • MAY 10, 2021

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 for Ordinance 2021-09 to Amend Ordinance 2019-01 (KLADO)

-

The amendment will include new uses, but will also prohibit certain type of uses in the C-1, C-1A, C-2, and C-5 Zoning Districts. The amendment will also allow the inclusion of Multi-Use buildings and eliminate the allowance of Multi-Family dwellings in the C-1 Central Business District and the C-1A Commercial Corridor District.

2. Public Hearing for Re-Zoning - Parcels K10 02 002, 003, 004, 005, 005A, 008A, 008B 008C, 008D, 008E, 009, 010 -

Abraham Joseph has applied for a re-zoning of (12) parcels containing a total of approximately 2.28 acres located on the west side of North Orange Edwards Boulevard and the south side of Jacobs Avenue. The applicant is requesting the parcels be re-zoned to R-2 (Low Density Residential District) for the purpose of a duplex community development. Current zoning is (8) parcels R-1 and (4) parcels-R-4.

3. Public Hearing for a Residential Business at 229 Woodbridge Road - Map and Parcel 082L 059 -

Cherise Blanford has applied for a Residential Business Permit doing business as "Rose Villa Rose Nursery". The purpose of the business will be for the sale of potted roses and cut roses. The applicant has been notified and agrees to the requirements of a Residential Business as noted in KLADO. However, the applicant is asking that she be able to use a 12' X 20' area on the side of her property for storage of the potted plants. The area will be enclosed with a 6' opaque fence that will be the same style fencing that currently exists on the applicants and neighbor's property. Zoning is R-1

II. CALL TO ORDER AND WELCOME GUESTS

III. ROLL CALL

Charles Grayson Day Jr.
James W Galloway

Mayor
Councilman

Farran Fullilove
Kristy Chance
Alex Blount

Councilman
Councilwoman
Mayor Pro Tem

IV. INVOCATION AND PLEDGE TO THE FLAG

V. CONSENT DOCKET

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

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. PLANNING AND ZONING

1. Approval of Ordinance 2021-09 to Amend Ordinance 2019-01 (KLADO) -

The amendment will include new uses, but will also prohibit certain type of uses in the C-1, C-1A, C-2, and C-5 Zoning Districts. The amendment will also allow the inclusion of Multi-Use buildings and eliminate the allowance of Multi-Family dwellings in the C-1 Central Business District and the C-1A Commercial Corridor District. *Planning Commission approved with a vote of 5 to 0, with Rebecca Shannon and Fyrth Morris abstaining.*

2. Approval of Re-Zoning - Parcels K10 02 002, 003, 004, 005, 005A, 008A, 008B, 008C, 008D, 008E, 009, 010 -

Abraham Joseph has applied for a re-Zoning of (12) parcels containing a total of approximately 2.28 acres located on the west side of North Orange Edwards Boulevard. and the south side of Jacobs Avenue. The applicant is requesting the parcels be re-zoned to R-2 (Low Density Residential District) for the purpose of a duplex community development. Current zoning is (8) parcels R-1 and (4) parcels R-4. *Planning Commission recommends approval.*

3. Approval of Residential Business-229 Woodbridge Road - Map and Parcel 082L 059 -

Cherise Blanford has applied for a Residential Business Permit doing business as "Rose Villa Rose Nursery". The purpose of the business will be for the sale of potted roses and cut roses. The applicant has been notified and agrees to the requirements of a Residential Business as noted in KLADO. However, the applicant is asking that she be able to use a 12' X 20' area on the side of her property for storage of the potted plants. The area will be enclosed with a 6' opaque fence that will be the same style fencing that currently exists on the applicants and neighbor's property. An inspection of the area of the house and property the business will occupy was completed by the planning staff and there were no issues found. Zoning is R-1. Staff recommends approval with the following conditions:

- 1) Only one customer at a time will be allowed on the property for each transaction.
- 2) An opaque fence must be installed around the storage area before a business license can be issued.

Planning Commission recommends approval with conditions listed.

4. Approval of Home Occupation-502 Soncel Drive - Map and Parcel 107H 02 054
-

Justin Alexander has applied for a Home Occupation Permit doing business as "The Fine Rustic". The purpose of the business will be for a woodworking/furniture repair business. The applicant has been notified and agrees to the requirements of a Home Occupation Permit as noted in KLADO. Zoning is PD/R-1. *Planning Commission recommends approval.*

IX. NEW BUSINESS

1. Approval Of: Satilla Probation Contract Renewal -

Renewal of the contract between Satilla Probation Management Corporation and the Municipal Court of the City of Kingsland for probation supervision and rehabilitation services. All program fees are the responsibility of the offender. *Agreement has been reviewed and approved by legal counsel. Staff recommends approval.*

2. Approval Of: 2021-2022 School Resource Officer Contract with Camden County Schools -

This contract covers three (3) School Resource Officers for the July 1, 2021 - June 30, 2022 school year. *Staff recommends approval.*

3. Bid Award: Purchase of One (1) 16-17 Yard Dump Truck -

This item is budgeted in the public works department funded by SPLOST VIII funds. *Staff recommends low bid, Rush Truck Center, for a 2021 International HV607 dump truck at \$111,364.44. Delivery is included. Council was polled on April 27, 2021 with all approving the action.*

4. Approval Of: FY2020/21 Mid-Year Budget Revisions -

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/10/21 06:00 PM
Department: Planning and Zoning
Category: Amendment
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 3515)

DOC ID: 3515

Public Hearing for Ordinance 2021-09 to Amend Ordinance 2019-01 (KLADO)

The amendment will include new uses, but will also prohibit certain type of uses in the C-1, C-1A, C-2, and C-5 Zoning Districts. The amendment will also allow the inclusion of Multi-Use buildings and eliminate the allowance of Multi-Family dwellings in the C-1 Central Business District and the C-1A Commercial Corridor District.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/10/21 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 3511)

DOC ID: 3511

Public Hearing for Re-Zoning - Parcels K10 02 002, 003, 004, 005, 005A, 008A, 008B 008C, 008D, 008E, 009, 010

Abraham Joseph has applied for a re-zoning of (12) parcels containing a total of approximately 2.28 acres located on the west side of North Orange Edwards Boulevard and the south side of Jacobs Avenue. The applicant is requesting the parcels be re-zoned to R-2 (Low Density Residential District) for the purpose of a duplex community development. Current zoning is (8) parcels R-1 and (4) parcels-R-4.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/10/21 06:00 PM
Department: City Clerk
Category: Public Hearing
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 3520)

DOC ID: 3520

Public Hearing for a Residential Business at 229 Woodbridge Road - Map and Parcel 082L 059

Cherise Blanford has applied for a Residential Business Permit doing business as "Rose Villa Rose Nursery". The purpose of the business will be for the sale of potted roses and cut roses. The applicant has been notified and agrees to the requirements of a Residential Business as noted in KLADO. However, the applicant is asking that she be able to use a 12' X 20' area on the side of her property for storage of the potted plants. The area will be enclosed with a 6' opaque fence that will be the same style fencing that currently exists on the applicants and neighbor's property. Zoning is R-1



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/10/21 06:00 PM
Department: Planning and Zoning
Category: Amendment
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 3516)

DOC ID: 3516

Approval of Ordinance 2021-09 to Amend Ordinance 2019-01 (KLADO) to Include New Uses and Prohibit Certain Types of Uses in the C-1, C-1A, C-2, and C-5 Zoning Districts.

The amendment will include new uses, but will also prohibit certain type of uses in the C-1, C-1A, C-2, and C-5 Zoning Districts. The amendment will also allow the inclusion of Multi-Use buildings and eliminate the allowance of Multi-Family dwellings in the C-1 Central Business District and the C-1A Commercial Corridor District. *Planning Commission approved with a vote of 5 to 0, with Rebecca Shannon and Fyrth Morris asbstaining.*



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: May 3, 2021

City Council Meeting Date: May 10, 2021

Agenda Item: Ordinance 2021-09 to Amend Ordinance 2002-08 (KLADO)

Background: The amendment will include new uses, but will also prohibit certain type of uses in the C-1, C-1A, C-2, and C-5 Zoning Districts. The amendment will also allow the inclusion of Multi-Use buildings and eliminate the allowance of Multi-Family dwellings in the C-1 Central Business District and the C-1A Commercial Corridor District. Amendment is attached.

Summary: The D.D.A. submitted this amendment to the Planning Dept. due to increased business activity that is taking place in the downtown area. The D.D.A. feels like the ordinance amendments will meet the plans and direction that the D.D. A. has envisioned for the downtown area.

Is proposal consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval

Scott L. Kimball- Planning Director

Sec. 61. - Commercial districts.

61.1. C-1, Central Business District (CBD).

61.1.1. *Intent of district.* The intent of this district is to allow a more intense use of land within the Downtown Section of the City of Kingsland.

61.1.2. *Required conditions.* All business, display, servicing, storage or processing shall be conducted within a completely enclosed building except where the nature of the activity makes it impossible, as for example, off-street loading, and automobile parking for customers while on the premises. Uses, processes or equipment employed shall be limited to those which are not objectionable by reason of odor, dust, bright lights, smoke, noise or vibration.

- (1) Any retail business or commercial use in which there is no processing or treatment of material goods, or products except as provided for, including:
 - (a) ~~Appliance stores, including radio and television service.~~
 - (b) Art and antique shops.
 - (c) Retail bakeries.
 - (d) Banks and drive-in banks.
 - (e) Bicycle stores.
 - (f) Book, stationery, camera or photographic supply stores.
 - (g) Confectionery stores.
 - (h) Clothing, shoes, millinery, dry-goods and notions.
 - (i) Ice Cream Parlors.
 - (j) Drug stores.
 - (k) Furniture, home furnishings, including office furniture and equipment.
 - (l) Florist, nursery and gift shop.
 - (m) Grocery, fruit, vegetable, meat market, delicatessen, catering and super markets.
 - (n) Hardware and paint stores.
 - (o) Jewelry stores.
- (2) Any of the following service businesses:
 - (a) Barber and beauty shops.
 - (b) Cafes, grills, lunch counters, restaurants and brew pubs and microbreweries.
 - (c) Dress making and tailoring shops.
 - ~~(d) Dry cleaning and laundry establishments, including pick-up stations but not including self-service laundry.~~
 - (d) Leather repair and sales.
 - (e) Shoe repair shops.
- (3) Office building.
- ~~(4) Fall-out shelters provided the requirements in section 83 are met.~~
- (5) Signs as provided in section 120.
- (6) Theaters, but not including drive-in theaters.

~~(7) Funeral parlors.~~

~~(8) Public utility structures and buildings, including electric and natural gas, substations, telephone exchanges, radio and television stations, and similar structures for the storage of supplies, equipment or service operations when properly screened as required in section 59.~~

~~(9) Churches and other places of worship with attendant education and recreational buildings.~~

(9) Fee Simple Churches with attendant education and recreational buildings.

~~(10) Private clubs, fraternal orders or lodges.~~

(11) Commercial parking garages or lots provided no entrance or exit be on the same side of the street and within the same block as a school and the curb break be limited to two for each 100 feet of street frontage, each not to exceed 30 feet in width and not located closer than 20 feet to a street intersection.

~~(12) Multi-family dwellings provided the requirements in the R-3 Residential Districts are met.~~

(12) Multi-Use buildings by approval of the Planning Department

(13) All uses of a predominantly retail nature, including:

- (a) Electrical supplies.
- (b) Heating and plumbing equipment.
- (c) Dairy products.
- (d) Sporting goods.
- (e) Finance, insurance, real estate offices and construction sales.

~~(f) Public and private schools and libraries.~~

- (g) Hotels and motels.
- (h) Bed and breakfast inn.
- (i) Amusement enterprises including the provision of stage entertainment.

(j) Temporary uses, including sale of Christmas trees, carnival, and church bazaars; but not including seasonal sale of fruits and vegetables from roadside stands. Such uses shall not be permitted for a period to exceed two months in any calendar year.

(k) Museums

- (l) Open air markets.

61.1.3. The following uses may be permitted as special exceptions by the city council in accordance with the provisions of article XXIV:

- (1) Printing, blue printing, book binding, photostatting, lithography and publishing establishments.

~~(2) Columbariums as an accessory use for fee simple churches.~~

61.1.4. *Prohibited uses.*

- (1) Manufactured housing.
- (2) Automobile and motorcycle sales (new and used).
- (3) Automobile service stations.
- (4) Car washes.

- (5) Building, plumbing, electrical and commercial contractors vehicle, equipment storage, lay down yards, bulk material storage.
- (6) Automotive repair shops.
- (7) Tires, batteries, and other automotive accessories sales and installation.
- (8) Automobile rental.

(9) Wrecker, Towing and Transport services

(10) Churches and places of worship, but not to include Free Simple Churches

(11) Funeral Parlors and Pet Crematories

(12) Any use not listed that does not meet the intent and required conditions of the C-1 Business District, unless approved through a collaborative decision of the Planning Director, City Manager, and The Downtown Development Authority.

61.2. C-1A, Commercial Corridor District.

61.2.1. *Intent of district.* Within a C-1A Commercial Corridor District, uses are restricted to those which are designed to serve the automobile, its passengers and highway users and to provide community shopping facilities consisting of a wide variety of sales and service facilities while maintaining a welcoming appearance to those approaching downtown.

61.2.2. *Required conditions.* All business, display, servicing, storage or processing shall be conducted within a completely enclosed building except where the nature of the activity makes it impossible, as for example, off-street loading, automobile parking for customers while on the premises, miniature golf courses, and the sale of automobiles or equipment employed shall be limited to those which are not objectionable by reason of odor, dust, bright lights, smoke, noise or vibration.

61.2.3. Within C-1A Commercial Corridor District, the following uses are permitted:

- (1) All uses permitted in a C-1 District.
- (2) Automobile service stations and convenience stores provided the requirements in section 85 are met.
- (3) Tires, batteries, and other automotive accessories, provided there is no outdoor storage of new or used merchandise.
- (4) Automobile sales (new and used), which need not be enclosed, but any mechanical or body repair must be conducted entirely within a structure which shall not have any openings, other than windows, when facing a residential district or within 100 feet of a said district and provided that all vehicles on a used car lot be in operating condition at all times.
- (5) Automobile rental, which need not be enclosed, but any mechanical or body repair must be conducted entirely within a structure which shall not have any openings, other than windows, when facing a residential district or within 100 feet of a said district and provided that all vehicles on a used car lot be in operating condition at all times.
- (6) Automobile laundry or car wash provided that a paved area shall be located on the same lot for the storage of vehicles awaiting entrance to the washing process sufficient to contain a number of vehicles (at 200 square feet per vehicle) equal to one-third of the practical hourly capacity of the washing machine and in addition that curb breaks be limited to two each, not to exceed 20 feet to a street intersection and that the washing operation occurs within a semi-enclosed structure equipped with wastewater handling.
- (7) Automobile, travel trailers, and mobile home sales, automobile repair garages, mechanical and body, provided all operations are conducted in a building which shall

not have any openings, other than a stationary window, within 100 feet of a residential district and which shall not store or otherwise maintain any parts or waste material outside such building. No commercial or private vehicles shall be stored on the street right-of-way.

- (8) Wrecker, towing and auto transport services, provided all operations and storage are conducted in a secured fenced area. Such fence shall fully obstruct visibility from the street and all surrounding properties and be of wood or masonry materials or chain-link with full vegetative hedge.
- (9) Signs as provided in section 120.
- (10) Bus stations.
- (11) Boat sales, indoor and outdoor.
- (12) Motorcycle sales.
- (13) Amusement enterprises, such as miniature and par-3 golf, golf driving ranges, skating rinks and similar enterprises but excluding "go-kart" type miniature auto racing track.
- (14) Restaurants, including drive-in establishments, provided that where such a drive-in establishment abuts a residential district it shall be separated by a six (6) foot high masonry wall and have no light shining directly into the residential district.
- (15) Accessory buildings and uses when located on the same lot or parcel of land as the main structure and customarily incidental thereto, provided the requirements in Section 82 are met.
- (16) Veterinary hospitals or clinics, provided any structure or open area used for such purpose shall be a minimum of one hundred (-100) feet from a residential district.
- (17) Ambulance service.
- (18) Bowling alleys.
- ~~(19) Self-service laundry~~
- (19) Dry cleaning and laundry establishments, including pick-up stations and self service laundry.
- (20) Shopping centers and/or malls.
- (21) Supermarkets, grocery stores.
- (22) Farm and garden supplies.
- (23) Hospitals, sanitariums, clinics, convalescent centers, funeral homes, or nursing homes.
- (24) Tattoo parlors.
- (25) Care facilities, to include (but not limited to) child day care, family daycare, group day care, and similar care facilities.

This use is conditioned upon:

- (a) The property being properly fenced for the safety of those being cared for, and
- (b) There is suitable access in and out of the facility so as not to cause a traffic and/or safety hazard.

(26) Appliance Stores

(27) Radio and Television services

(28) Pet Crematories

(29) Public utility structures and buildings, including electric and natural gas, substations, telephone exchanges, radio and television stations, and similar structures for the storage of supplies, equipment or service operations when properly screened as required in Section 59.

(30) Churches and other places of worship with attendant education and recreational buildings.

(31) Private clubs, fraternal orders or lodges.

(32) Public and private schools and libraries.

(33) Places of assembly including auditoriums, stadiums, coliseums and dance halls.

(34) Churches and places of worship.

(35) Existing single family and multifamily residential

61.2.4. The following uses may be permitted as special exceptions by the city council in accordance with the provisions of article XXIV:

- (1) Mini-warehouse storage provided the following requirements are met:
 - (a) No wholesale warehouse storage use or retail merchandise storage use shall be permitted.
 - (b) Site will be buffered from view along public highways and right- of-ways and where abutting residential area.
 - (c) General provisions of this Ordinance are met as specified in article VI.
- (2) Columbarium as an accessory use for fee simple churches.

61.3. C-2, General Commercial District.

61.3.1. *Intent of district.* Within a C-2 General Commercial District, uses are restricted to those which are designed to serve the automobile, its passengers and highway users and to provide community shopping facilities consisting of a wide variety of sales and service facilities.

61.3.2. *Required conditions.* All businesses servicing, storage or processing shall be conducted within a completely enclosed building except where the nature of the activity makes it impossible, as for example, off-street loading, automobile parking for customers while on the premises, miniature golf courses, and the sale of automobiles or equipment employed shall be limited to those which are not objectionable by reason of odor, dust, bright lights, smoke, noise or vibration.

61.3.3. Within C-2 General Commercial District, the following uses are permitted:

- (1) All uses permitted in a C-1 or C-1A District except single family residential and Multi-Use buildings.-
- (2) Travel trailer parks, provided the requirements in section 80 are met.
- (3) Truck terminals, provided that acceleration and deceleration lanes of at least 200 feet are provided for trucks entering and leaving the site and that the truck traffic so generated will not create a safety hazard or unduly impede traffic movement.
- (4) Theaters, including drive-in theaters, provided acceleration and deceleration lanes of at least 200 feet are provided for the use of vehicles entering or leaving the theater and the volume of concentration of traffic will not constitute a safety hazard or unduly impede highway traffic movements, and provided the screen is not visible from any expressway, freeway, arterial or collector street located within 2,000 feet of such screen.

- (5) Accessory buildings and uses when located on the same lot or parcel of land as the main structure and customarily incidental thereto, provided the requirements in section 82 are met.

(6) Multi-family dwellings provided the requirements of the R-3 Medium and High Residential District are met.

61.3.4. The following uses may be permitted as special exceptions by the City Council in accordance with the provisions of Article XXIV:

- (1) Mini-warehouse storage provided the following requirements are met:
 - (a) No wholesale warehouse storage use or retail merchandise storage use shall be permitted.
 - (b) Site will be buffered from view along public highways and right- of-ways and where abutting residential area.
 - (c) General provisions of this Ordinance are met as specified in Article VI.
- (2) Columbarium as an accessory use for fee simple churches.

61.4. *C-4, Interchange Commercial.*

61.4.1. *Intent of the District.* The intent of this district is to allow more intense use of land within the I-95 Interchange areas of the City of Kingsland and is created to serve predominantly the needs of inter-regional traffic at interchanges on limited access thoroughfares. The uses allowed in this district should be limited to the needs of truckers and travelers, which are food, service, fuel and lodging.

61.4.2. *Permitted Uses.*

A. Property and buildings in C-4, Interchange Commercial District shall be used for the following purposes:

- (1) Filling stations
- (2) Auto or truck repair shops
- (3) Restaurants and lounges
- (4) Hotels and motels
- (5) Gift shops
- (6) Tent and Trailer campgrounds
- (7) Accessory uses and structures incidental to the above uses.
- (8) Truck terminals as provided in Section 61.2.3 (13).
- (9) Satellite Dish Antennas, provided that the requirements in Section 130.2 are met.

B. *Special Permit Uses.* The following uses may be permitted in accordance with provisions contained in 61.2.2., and if additional conditions which may be required are met:

- (1) Churches
- (2) Banks
- (3) Professional and business offices

(4) Plant nurseries

C. Reserved

D. *Other Requirements*

(1) Uses permitted in C-4 Districts shall meet the standards set forth in pertaining to off-street parking, loading requirements.

(2) Signs permitted in C-4 Zoning Districts shall meet the requirements set forth in Sign Ordinance and Regulations, Section 120.

61.5. *C-5, Neighborhood Convenience Center District.*

61.5.1. *Intent of District.* The purpose of the C-5 Neighborhood Convenience Center District is to provide locations for small convenience shopping facilities. These facilities are intended to serve the daily or frequent trade or service needs of immediate surrounding populations.

61.5.2. *Required Condition.* Retail sales, displays of merchandise, and storage must be within a completely enclosed building except that the Planning Commission may grant an exception to this requirement (as a conditional use) where it finds that enforcement would create an unreasonable hardship. This district shall be limited to developments not exceeding ten thousand (10,000) square feet of gross leasable floor area and no single usage exceeding four thousand (4,000) square feet. No two developments may be collocated.

61.5.3. *Permitted uses.*

(1) All uses permitted in a C-1 District, but not to include a) Breweries, b) Multi-Use buildings-

(2) ~~Self-service laundry~~ Dry cleaning and laundry establishments, including pick-up stations and self-service laundry.

(3) Signs as provided in Section 120.

(4) Appliance stores

(5) Churches and other places of worship with attendant education and recreational buildings.

61.6. *C-ED, Commercial-Entertainment District.*

61.6.1. *Intent of the District.* The intent of this district is to allow more intense use of land within the I-95 Interchange proximity areas of the City of Kingsland and is created to serve predominantly the needs of inter-regional destination attractions. The uses allowed in this district should be directed to the needs of tourists, travelers, convention attendees and others attracted to a destination entertainment, amusement, or sports venue.

61.6.2. *Permitted Uses.*

A. Property and buildings in C-ED, Commercial Entertainment District shall be used for the following purposes:

(1) Amusement centers

(2) Sports centers

- (3) Other commercial recreation, including but not limited to zip lines, climbing walls, ropes courses, go carts, skating rinks, and miniature golf courses
- (4) Theaters, including outdoor theaters and stages
- (5) Event arenas and staging areas
- (6) Arcades/amusements
- (7) Food service establishments, including but not limited to full service establishments, fast food, and vending carts
- (8) Hotels and motels
- (9) Tent, trailer and recreation vehicle campgrounds for short term occupancy (less than 30 days)
- (10) Other tourist oriented lodging
- (11) Timeshare/fractional ownership units not intended for permanent housing
- (12) Convention, conference and banquet facilities
- (13) Bowling centers
- (14) Passenger carrying tethered helium balloons
- (15) Spas and wellness centers
- (16) Zoos, aviaries and other animal attractions
- (17) Art galleries and museums
- (18) Child care targeted for district visitor/employee families
- (19) Professional and business offices in support of operations within the district or adjacent districts
- (20) Maintenance and repair facilities in support of operations within the district or adjacent districts
- (21) Plant nurseries in support of operations within the district or adjacent districts
- (22) Retail and service shops that are ancillary to a hotel or motel or other amusement or sports center or campground
- (23) Retail establishments (book stores, clothing, specialty retail, confectionary, bakery, etc.) that are part of a planned and designated retail area within the district
- (24) Gift and souvenir shops
- (25) Sporting goods shops and stores
- (26) Farmers markets
- (27) Artisan shops and events
- (28) Media production and broadcast facilities

(29) Accessory uses and structures incidental to the above uses.

61.7. *C-PLMU, Commercial-Planned Large Multi-Use District.*

61.7.1. *Intent of the District.* The intent of this district is to allow more intense use of land within the I-95 Interchange proximity areas of the City of Kingsland and is created to serve the needs of inter-regional destination attractions mixed with more local uses usually associated with metropolitan cities. The uses allowed in this district should be directed to the needs of tourists, travelers, convention attendees and others attracted to a destination entertainment, amusement, or sports venue or suburban metropolitan centers. Development should be planned in large units, not haphazardly.

61.7.2. *Permitted Uses.*

A. Property and buildings in C-PLMU, Commercial Planned Large Multi-Use District shall be used for the following purposes:

- (1) Amusement centers.
- (2) Sports centers.
- (3) Other commercial recreation, including but not limited to zip lines, climbing walls, ropes courses, go carts, skating rinks, and miniature golf courses.
- (4) Theaters, including outdoor theaters and stages.
- (5) Event arenas and staging areas.
- (6) Arcades/amusements.
- (7) Food service establishments, including but not limited to full service establishments, fast food, and vending carts.
- (8) Convention, conference and banquet facilities.
- (9) Bowling centers.
- (10) Spas and wellness centers.
- (11) Zoos, aviaries and other animal attractions, but not standalone petting zoos.
- (12) Art galleries and museums.
- (13) Arboreta.
- (14) Child care.
- (15) Professional and business offices.
- (16) Maintenance and repair facilities in support of operations within the district or adjacent districts.
- (17) Plant nurseries in support of operations within the district or adjacent districts.
- (18) Shopping centers and/or malls.
- (19) Retail and service establishments (book stores, clothing, specialty retail, confectionary, bakery, etc.) that are part of a planned and designated retail area within the district.

- (20) Gift and souvenir shops.
- (21) Sporting goods shops and stores.
- (22) Farmers markets.
- (23) Artisan shops and events.
- (24) Media production and broadcast facilities.
- (25) Convenience stores and service stations.
- (26) Tires, batteries, and other automotive accessories.
- (27) Automated automobile carwashes.
- (28) Public utility structures and buildings.
- (29) Churches and other places of worship.
- (30) Public and private educational facilities.
- (31) Hotels and motels.
- (32) Tent, trailer and recreation vehicle campgrounds for short term occupancy (less than 30 days).
- (33) Other tourist oriented lodging.
- (34) Timeshare/fractional ownership units not intended for permanent housing.
- (35) Multifamily housing.
- (36) Hospitals and clinics including veterinary hospitals and clinics.
- (37) Assisted living centers, nursing homes, and convalescent centers.
- (38) Parking structures.
- (39) Accessory uses and structures incidental and secondary to the above uses.

(Amend. of 7-23-2007; Ord. No. 2009-3, 4-27-2009; Amend. of 7-26-2010; Ord. No. 2014-03, 3-31-2014; [Ord. No. 2015-16, 10-26-2015](#); [Ord. No. 2015-19, 12-28-2015](#); Ord. No. [2017-08](#), 8-28-17; Ord. No. [2017-09](#), 10-23-2017; Ord. No. [2019-01](#), 1-14-2019)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/10/21 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 3512)

DOC ID: 3512

Approval of Re-Zoning - Parcels K10 02 002, 003, 004, 005, 005A, 008A, 008B, 008C, 008D, 008E, 009, 010

Abraham Joseph has applied for a re-Zoning of (12) parcels containing a total of approximately 2.28 acres located on the west side of North Orange Edwards Boulevard. and the south side of Jacobs Avenue. The applicant is requesting the parcels be re-zoned to R-2 (Low Density Residential District) for the purpose of a duplex community development. Current zoning is (8) parcels R-1 and (4) parcels R-4. *Planning Commission recommends approval.*



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: May 3, 2021

City Council Meeting Date: May 10, 2021

Agenda Item: Rezoning of 12 parcels- K10 02 002, 003, 004, 005, 005A, 008A, 008B, 008C, 008D, 008E, 009, and 010.

Background:

Abraham Joseph has applied for a rezoning of 12 parcels containing approx. a total of 2.28 acres located on the west side of N. Orange Edwards Blvd. and the south side of Jacobs Ave. The applicant is requesting the parcels be rezoned to **R-2** (Low Density Residential District) for the purpose of a duplex community development.

Current Zoning: 8 parcels -**R-1**, 4 parcels – **R-4**

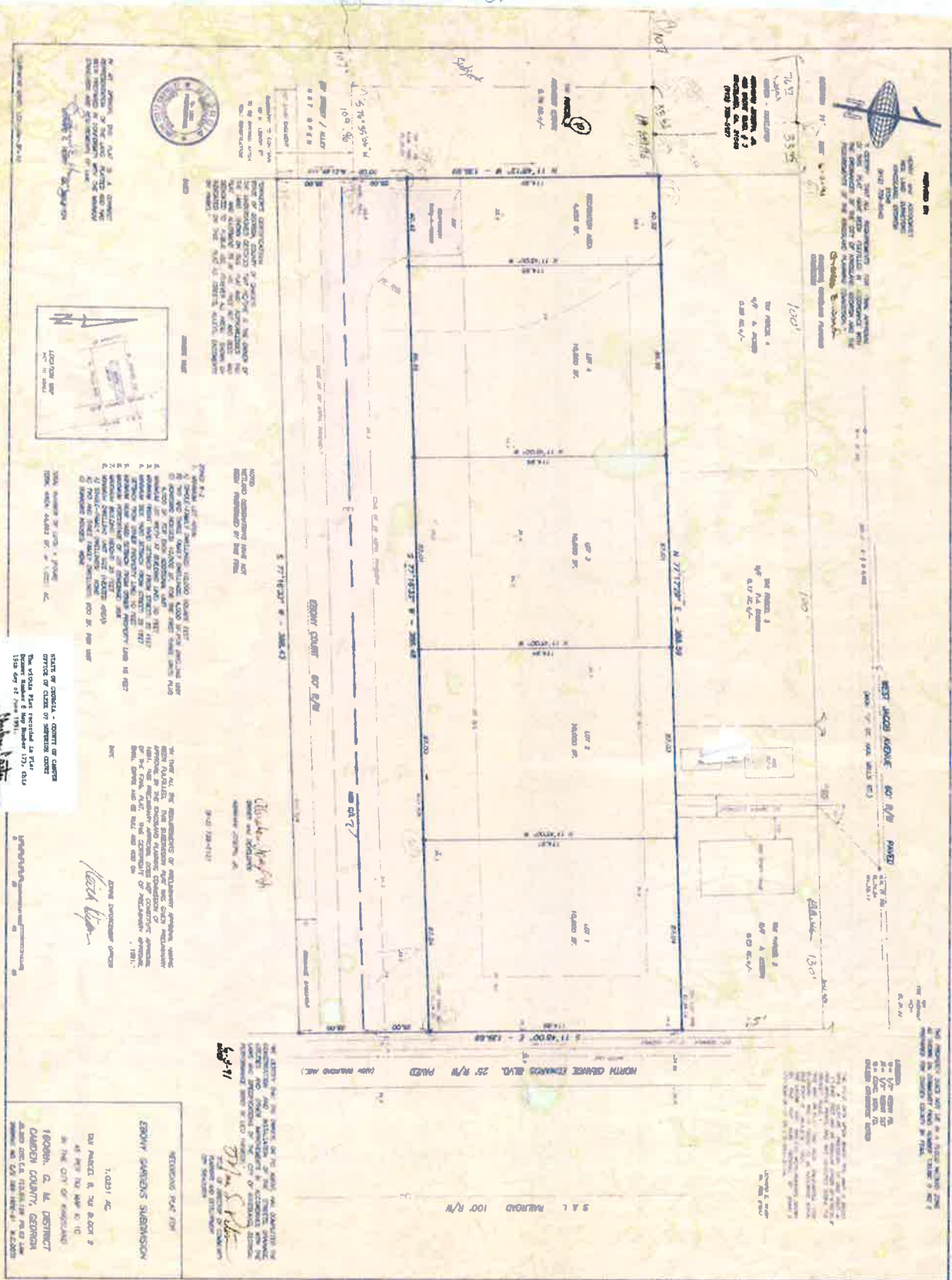
Summary:

The area surrounding the parcel has a mixture of single-family residential and commercial developments. Although the rezoning of the parcels would not be consistent with the landscape of the area, it is staff's opinion that this type of development would enhance the area and provide affordable housing to the future residents. A conceptual site plan has been provided showing that the existing 12 lots will be combined to 9 lots, each containing approx. .23 acres. There is sewer and water availability to some of the lots, however the developer would be responsible for running sewer and water to the other lots. The concept plan, sewer/water plans, and the storm water /drainage plans have already been approved.

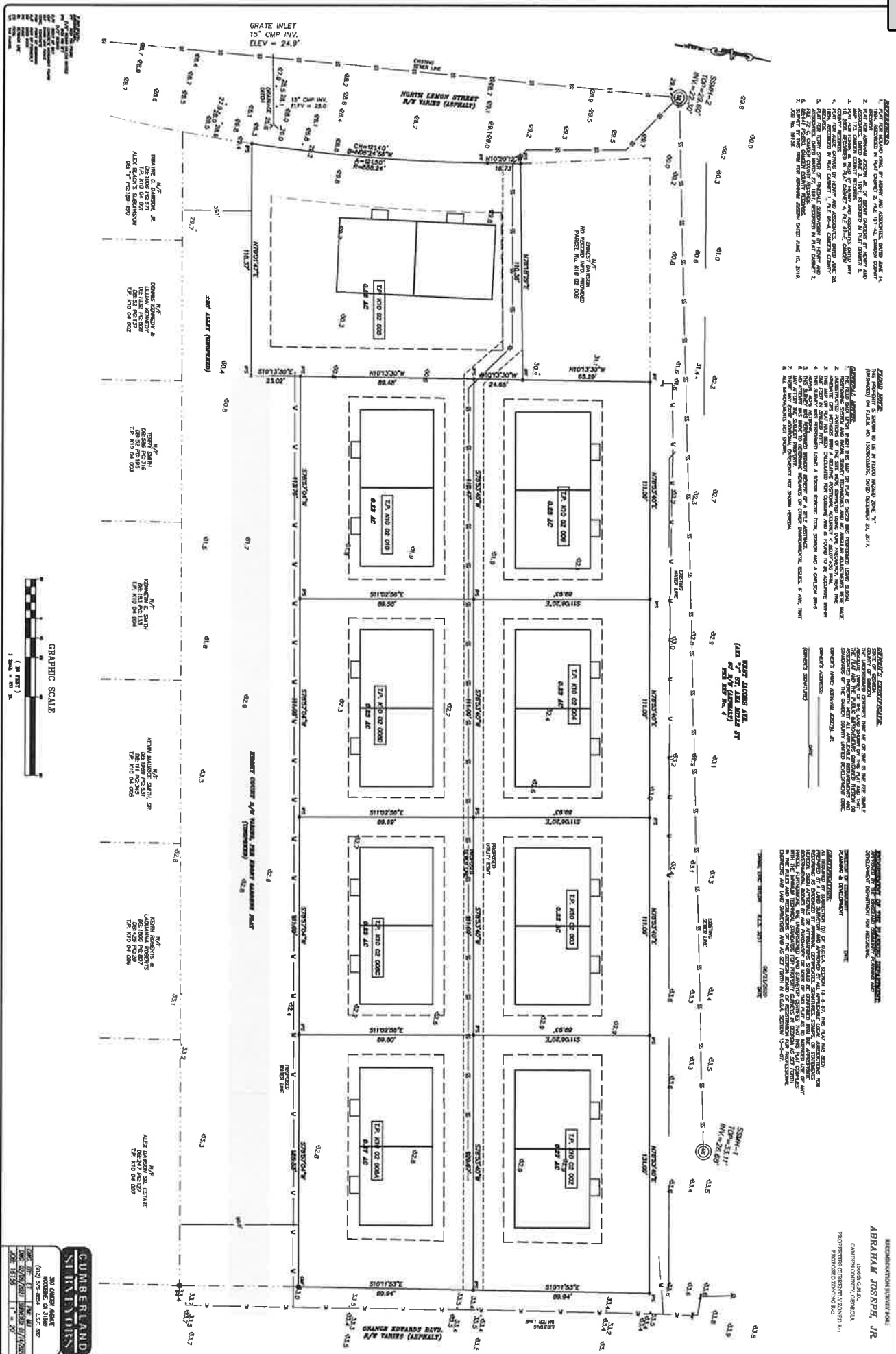
Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends Approval

Scott L. Kimball
Planning Director



Ebony Gardens





**City of Kingsland
Zoning Map**



Overview



Legend

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

Parcel ID	K10 02 002	Owner	JOSEPH ABRAHAM JR	Last 2 Sales			
Class Code	Residential		POST OFFICE BOX 2841	Date	Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	6/7/2004	\$2500	FY	U
	KINGSLAND	Physical Address	212 W JACOBS AVE	12/1/1997	0	NM	U
Acres	0.21	Assessed Value	Value \$10500				

(Note: Not to be used on legal documents)

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City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/10/21 06:00 PM
Department: Planning and Zoning
Category: Home Office Occupancy
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 3514)

DOC ID: 3514

Approval of Residential Business-229 Woodbridge Road - Map and Parcel 082L 059

Cherise Blanford has applied for a Residential Business Permit doing business as "Rose Villa Rose Nursery". The purpose of the business will be for the sale of potted roses and cut roses. The applicant has been notified and agrees to the requirements of a Residential Business as noted in KLADO. However, the applicant is asking that she be able to use a 12' X 20' area on the side of her property for storage of the potted plants. The area will be enclosed with a 6' opaque fence that will be the same style fencing that currently exists on the applicants and neighbor's property. An inspection of the area of the house and property the business will occupy was completed by the planning staff and there were no issues found. Zoning is R-1. Staff recommends approval with the following conditions:

- 1) Only one customer at a time will be allowed on the property for each transaction.
- 2) An opaque fence must be installed around the storage area before a business license can be issued.

Planning Commission recommends approval with conditions listed.



The City of Kingsland, GA
 107 South Lee Street
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Planning and Community Development Staff Report

Planning Commission Meeting Date: May 3, 2021

City Council Meeting Date: May 10, 2021

Agenda Item: Residential Business Application for 229 Woodbridge Rd., The Meadows Subdivision, Map & Parcel 082L 059

Background: Cherise Blanford has applied for a Residential Business Permit doing business as Rose Villa Rose Nursery. The purpose of the business will be for the sale of potted rose plants and cut roses. The applicant has been notified and agrees to the requirements of a Residential Business as noted in KLADO. However, the applicant is asking that she be able to use a 12' x 20' area on the side of her property for storage of the potted plants. The area will be enclosed with a 6' opaque fence that will be the same style fencing that currently exists on the applicants and neighbor's property. An inspection of the area of the house and property the business will take place, was completed by the planning staff and there were no issues found.

Zoning: R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval with the following conditions:

- 1) Only one customer at a time will be allowed on the property for each transaction.
- 2) An opaque fence must be installed around the storage area before a business license can be issued.

Scott L. Kimball
 Planning & Zoning Director





Overview



Legend

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

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

Owner BLANFORD TERRY J
 229 WOODBRIDGE ROAD
 KINGSLAND, GA 31548
 Physical Address 229 WOODBRIDGE RD
 Assessed Value Value \$127603

Last 2 Sales			
Date	Price	Reason	Qual
3/31/2015	\$115000	FM	Q
4/1/1995	\$81000	FM	Q

(Note: Not to be used on legal documents)

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City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/10/21 06:00 PM
Department: Planning and Zoning
Category: Home Office Occupancy
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 3513)

DOC ID: 3513

Approval of Home Occupation-502 Soncel Drive - Map and Parcel 107H 02 054

Justin Alexander has applied for a Home Occupation Permit doing business as "The Fine Rustic". The purpose of the business will be for a woodworking/furniture repair business. The applicant has been notified and agrees to the requirements of a Home Occupation Permit as noted in KLADO. Zoning is PD/R-1. *Planning Commission recommends approval.*



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: May 3, 2021

City Council Meeting Date: May 10, 2021

Agenda Item: Home Occupation Application for 502 Soncel Drive, Map & Parcel 107H02 054

Summary:

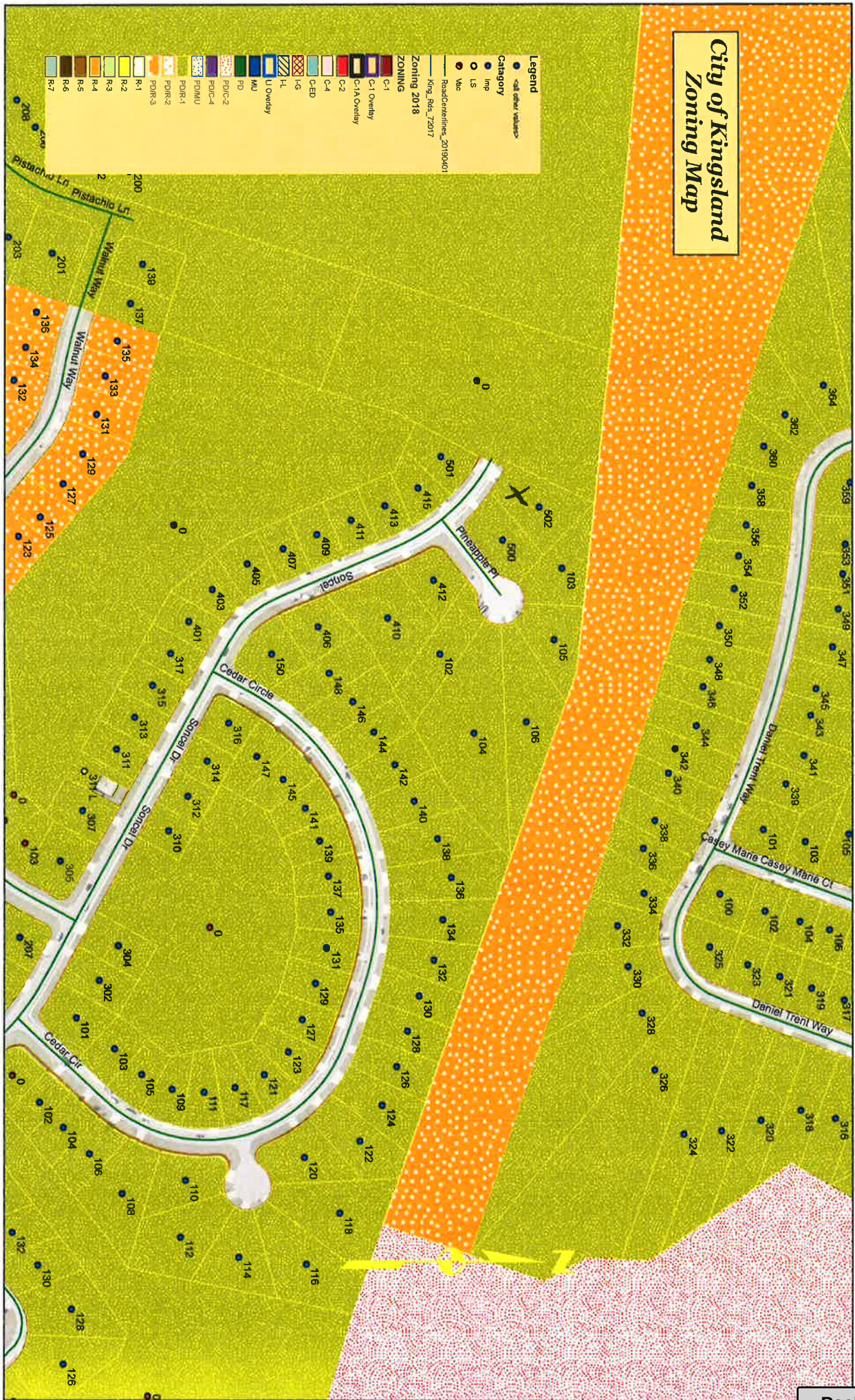
Justin Alexander has applied for a Home Occupation Permit doing business as “The Fine Rustic”. The purpose of the business will be for a woodworking/furniture repair business. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in of KLADO.

Zoning: PD/R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval

Scott L. Kimball
Planning & Zoning Director





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Camden County, GA



Overview



Legend

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

Parcel ID	107H02 054	Owner	ALEXANDER JUSTIN B & HYEJEONG	Last 2 Sales			
Class Code	Residential		JANG	Date	Price	Reason	Qual
Taxing District	KINGSLAND		502 SONCEL DRIVE	10/21/2019	\$226400	FM	Q
	KINGSLAND		KINGSLAND, GA 31548	7/28/2016	\$204900	FM	Q
Acres	0.44	Physical Address	502 SONCEL DR				
		Assessed Value	Value \$202510				

(Note: Not to be used on legal documents)

Date created: 4/6/2021

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City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3509)

Meeting: 05/10/21 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 3509

9.1

Approval Of: Satilla Probation Contract Renewal

Renewal of the contract between Satilla Probation Management Corporation and the Municipal Court of the City of Kingsland for probation supervision and rehabilitation services. All program fees are the responsibility of the offender. *Agreement has been reviewed and approved by legal counsel. Staff recommends approval.*

Contract for Probation Supervision and Rehabilitation Services

This Agreement is made by and between **Satilla Probation Management Corporation**, a duly authorized Corporation organized under the laws of the State of Georgia, with its principal place of business at 10784 Main Street North, Nahunta, Georgia, hereinafter called "Contractor" and the **City of Kingsland, Georgia** (hereinafter called "City"). The Judge of the Municipal Court (hereinafter called "Court") of the City of Kingsland gives his express written consent to this Agreement. This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia Annotated (O.C.G.A. § 42-8-100 through §42-8-109.5) as well as the Georgia Department of Community Supervision Rules and Regulations for Misdemeanor Probation Services (Rules 105-2-.01 through 105-2-.24) and as amended.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the City, Contractor shall provide the following services:

O.C.G.A. §42-8-107(b)(1) and DCS Rules 102-2-.08, 105-2-.11. Extent of services to be rendered:

Contractor shall monitor misdemeanor offender's behavior and compliance with conditions of probation as ordered by the Court during the sentenced probation period and provide to the Court reports and documentation regarding probationer non-compliance. Contractor shall encourage behavior modification through its supervision and rehabilitation services.

During all Court sessions, Contractor shall have adequate qualified staff attend and interview each offender assigned and complete an order of probation and obtain offender personal information. Contractor shall provide orientation and instruction explaining all standard conditions of probation, any additional conditions of probation, and any special conditions of probation the Court has ordered. Contractor shall explain all program service fees applicable to the offender. Contractor shall make a supervision assessment of the offender and determine the offender's reporting and payment schedule based on location of residence, employment, and other factors. Each offender shall be provided with a copy of the order of probation, a reporting schedule, a guide to successful probation, applicable referral information, and private probation officer contact information. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement.

Contractor shall prepare documentation pertaining to each probation case for the Court.

Contractor shall provide referrals to substance abuse, mental health, or other professional counselors.

Contractor shall schedule and confirm community service work being performed.

Contractor shall provide for drug and alcohol screening or testing when such testing is required.

Contractor shall maintain a local jail roster to track new arrests, convictions and sentences, and arrests on Contractor warrants.

Contractor shall provide information at each office for substance abuse detox and treatment centers, local approved DUI Schools and Clinical Evaluators, AA/NA schedules and locations, local employment opportunities, domestic violence information, and other information that may be of interest to the offender.

Contractor, when so ordered by the Court, shall provide for a system of electronic home detention monitoring or GPS Tracking.

Contractor shall provide online payment system for offender convenience.

Contractor shall provide probation termination documentation on all cases.

O.C.G.A. §42-8-107(b)(2) and DCS Rules 105-2-.07 and 105-2-.09. Owner, Operator, Director, Officer and Employee Qualifications:

Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload and at least one employed person who is responsible for the direct supervision of probation officers. This supervisor shall have a minimum of five years of experience in corrections, parole or probation services.

Any person employed as and using the title of a private probation officer shall be at least 21 years of age at the time of appointment to the position and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.

Any person employed as support staff shall be at least 18 years of age. Support staff may assist private probation officers with case related administrative duties, but do not possess decision making authority.

No person shall be employed who has engaged in any of the following conduct:

1. Intentionally falsified, misrepresented, or omitted pertinent information while completing the employment application, preliminary interview questionnaires, polygraph or any other pre-employment document(s);
2. Deliberately made inaccurate, misleading, false, or fraudulent statements during the employment process;
3. Failed to meet required educational or professional licensing or certification (if applicable);
4. Has any felony conviction;
5. Has any outstanding misdemeanor or felony charge pending adjudication;
6. Has sufficient misdemeanor convictions to establish a pattern of disregard for the law;
7. Engaged in any crime of a serious or aggravated nature;
8. Convicted or plead nolo contendere within the past three (3) years for Driving Under the Influence of Drugs or Alcohol (DUI) or for any serious traffic offense, including, but not limited to: Fleeing or Attempting to Elude a Police Officer, Vehicular Homicide, Failure to Stop, Render Aid, or Leave Information, and Racing;
9. Has 5 or more convictions and/or pleas of nolo contendere within the past 2 years for any moving violations;
10. Ongoing criminal activity or history of criminal activity other than minor traffic offenses;
11. Completed first offender sentence for an offense that indicates a security risk;
12. Engaged in any illegal drug use within the past 12 months;
13. Any pattern of marijuana use that suggests un-rehabilitated substance abuse;

14. Any pattern of drug use, other than marijuana, that suggests unrehabilitated substance abuse within the past 3 years;
15. Illegal sale, distribution or manufacturing (to include growing) of any drug;
16. Deliberate association of a personal nature within the past year with persons who use illegal drugs in the presence of the applicant;
17. Use of any prescription drug or legally obtainable substance in a manner for which it was not intended and/or;
18. Under sanction by Peace Officer Standards and Training (P.O.S.T).

Each Owner, Operator, Director, Officer and Employee shall sign a confidentiality statement agreeing to hold the records of the probation entity confidential, to be maintained in employee personnel files; Sign a statement cosigned by the probation entity director or his/her designee that the employee has received an orientation on rules as well as operations guidelines relevant to that employee's job duties which shall be maintained in employee personnel files; No person shall be employed who fails to possess, at a minimum a high school or equivalent diploma, excepting those participating in an established High School program.

All owners, directors, private probation officers, and support staff shall be registered with the Department of Community Supervision, the Board or the Council within 10 days of date of hire and comply with Rules and Regulations of the Department of Community Supervision, the Board, or the Council.

No director, owner, agent, probation officer, administrative employee, intern, or volunteer that provides services for contractor shall do any of the following:

1. Engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under this Agreement;
2. Have personal or business dealings, including the lending of money, with probationers under Contractor's supervision;
3. Own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services;
4. Specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend (provided, however, that this shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs);
5. Specify, directly or indirectly, a particular provider center which the person may or shall utilize when required (provided, however, that this shall not prohibit furnishing any probationer, upon request, with the names of certified provider centers);
6. Own, operate, or be employed by a provider center;
7. Own or control any finance business or lending institution which makes loans to probationers under Contractor's supervision;

8. Simultaneously act as an interpreter for any judicial proceedings.

No individual shall serve as a director, owner, agent, probation officer, administrative employee, intern, or volunteer of Contractor if such individual or individual's spouse would pose an actual, potential, or apparent conflict of interest due to the existence of a fiduciary, business or personal relationship with any probationer or due to the existence of any other relationship that would place the individual in a position to exert undue influence, exploit, take undue advantage of or breach the confidentiality of any probationer. Further, judicial officers, individual employees, or any spouses thereof shall not direct, own, or be an employee, agent, intern, or volunteer of Contractor.

All directors, owners, agents, probation officers, administrative employees, interns, and volunteers must report secondary employment or volunteer obligations to Contractor's Director for approval.

Contractor shall comply with registration requirements as required by the Department of Community Supervision, the Board or the Council.

O.C.G.A. §42-8-107(b)(3) and DCS Rule 105-2-10. Requirements for criminal records checks:

Services provider shall fingerprint new individuals through GAPS within 10 days of hire. The Department of Community Supervision on behalf of the Board shall conduct a criminal records check for individuals seeking to become probation officers as provided in Code Section 35-3-34. The board shall promulgate rules and regulations relating to restrictions regarding misdemeanor convictions. An agency or private entity shall also be authorized to conduct a criminal history background check of a person employed as a probation officer or private probation officer or individuals seeking such positions. The criminal history check may be conducted in accordance with Code Section 35-3-34 and may be based upon the submission of fingerprints of the individual whose records are requested. The Georgia Bureau of Investigation shall submit the fingerprints to the Federal Bureau of Investigation under the rules established by the United States Department of Justice for processing and identification of records. The federal record, if any, shall be obtained and returned to the requesting entity or agency.

If any director, owner, agent, probation officer, administrative employee, intern, or volunteer is arrested, he/she shall report same within 48 hours to the Misdemeanor Probation Oversight Unit, as well as to the director of Contractor.

O.C.G.A. §42-8-107(b)(4) and DCS Rules 105-2-09 and 105-2-12. Policies and procedures for staff training:

All probation officer and staff members shall be provided with adequate training. Each private probation officer (as well as any director or owner of Contractor who provides supervision services) shall receive an initial 40 hours of orientation provided by contractor or third party within six months of employment, and shall receive 20 hours of continuing education provided by contractor or third party per annum as approved by the Department of Community Supervision, the Board or the Council, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006.

Support staff shall receive an initial 16 hours of orientation training provided by contractor or third party within six months employment, and shall receive 8 hours of continuing education provided by contractor or third party per annum as approved by the Department of Community Supervision, the Board or the Council.

Probation Officer Orientation training curriculum shall include, but will not be limited to a 5-hour block of instruction covering General Probation Overview and consisting of the History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Offender Management and consisting of Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

The orientation training curriculum for administrative employees, agents, interns, and volunteers shall include, but will not be limited to, a 4-hour block of instruction covering General Probation Overview and consisting of the History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Offender Management and consisting of Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

Annual in-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and the operation of the probation entity and may be provided by Contractor or a third party.

Contractor will ensure that trainers have expertise in the area of training. (A college degree or POST certification is preferred.) Probation entities shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file and has been approved by MPOU. These records shall be maintained for a period of not less than two years.

O.C.G.A. §42-8-107(b) (5) and DCS Rule 105-2-.08. Bonding of staff and liability insurance coverage:

Contractor shall provide and maintain during the life of this Agreement, workers' compensation insurance as required by statute, general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) and a surety bond (bonding of staff) in an amount of not less than Two Hundred and Fifty Thousand Dollars (\$250,000.00). Contractor shall provide written notice to the City within thirty (30) days of any material changes of insurance coverage, including cancellation. Bond shall be made with a commercial insurer satisfactory to City and authorized to transact surety insurance in Georgia before Contractor commences work.

O.C.G.A. §42-8-107(b)(6), DCS Rule 105-2-.08. Staffing levels and standards of offender supervision:

Private probationer probation officer per offender ratio shall not exceed 250 cases without staff assistance. This equates to a ratio of 1:250 (One probationer officer per 250 probationers). Contractor shall maintain a fully staffed office in each county in which courts are under contract if total assigned caseload for that county exceeds 250 active probationers. Counties with less than 250 active probationers, the Contractor may be provided with space for meeting with and the provision of services to probationers.

Special conditions of probation such as mental health conditions, counseling (including AA/NA), and community service shall be monitored for progress and offender shall be required to provide proof of attendance weekly when they report. Contractor may refer offenders to third party agencies for counseling or other services applicable to the case

Contractor shall supervise and monitor offenders to ensure compliance with all conditions of probation as set forth in the Court's order of probation. Each offender shall be required to report weekly, either in person or by telephone. After sixty (60) days of compliant behavior is demonstrated, reporting may be changed to monthly report in person or monthly report by telephone status. Provisions shall be made for offenders residing outside of the immediate area. Unemployed or underemployed offenders will be required to search for employment and provide proof via the weekly employment search log. Random drug and/or alcohol screens may be incorporated into probation supervision. Offenders will be encouraged to obtain G.E.D., remain in school, or obtain valid driver's license, if applicable.

All conditions of probation must be satisfactorily completed and monies must be paid prior to sixty (60) days of probation term end date. Upon completion of each case, a termination of probation document shall be generated by Contractor, submitted to the Court for approval, and filed with the Court.

O.C.G.A. §42-8-107(b)(7) and DCS Rule 105-2-.15. Procedures for handling the collection of all court ordered monies:

Contractor shall collect restitution, fines, court costs, surcharges, or other imposed court fees, and probation program fees at listed in Exhibit "A", attached hereto, incorporated herein, and made part hereof this Agreement, as ordered by the Court. Probation fee may incur on the first day of each month, but number of monthly fees may never exceed number of months on probation.

Offenders will be set up on a payment schedule based on their maximum sentence length, minus sixty (60) days, with a minimum monthly payment required each calendar month. Minimum monthly payment typically required on probation cases is \$100.00. Payments typically are due on the 2nd Friday of each month.

Early termination cases will be provided with thirty (30), sixty (60), and ninety (90) day payoff figures and encouraged to pay off early, provided that they are otherwise compliant with all terms and conditions of probation.

Pay only probation cases shall be set up on a three-month payment plan and shall not to exceed three months of supervision fees. If not paid within the three months, a modification/revocation hearing will be scheduled per O.C.G.A. § 42-8-103.

Contractor shall provide an itemized receipt for each payment received from an offender prepared in accordance with accepted accounting practices depicting the amount of payment received, breakdown of how it was applied, and balance due. In instances where payments are made other than in person, receipts shall be emailed or mailed to the offender's address on file.

Contractor shall credit payment of funds from offenders in the following order of priority: (1) offender orientation fee (2) incurred monthly probation supervision fee plus Crime Victim Fee, (3) drug/alcohol screen/test fee, (4) additional/special condition fee, (5) revocation/warrant preparation fee, (6) restitution, (7) fines, court costs, and surcharges, (8) contempt fees, and (9) warrant service fees.

Pursuant to O.C.G.A. § 17-14-8, partial payments shall be applied not less than one-half of each payment to the restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges provided for by law to any agency, department, commission, committee, authority, board, or bureau of state or local government. Restitution shall be paid to the victim by the tenth (10th) day of the month following collection unless the Court

orders payment to the Clerk of Court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the restitution victim, payment shall be made to the Clerk of Court.

Pursuant to O.C.G.A. § 17-15-13(f), (GCVEF) in every case where an individual is serving under active probation supervision and paying a supervision fee, \$9.00 per month shall be added to any supervision fee collected by any entity authorized to collect such fees and shall be paid into the fund.

Contractor shall submit a monthly report to the Court listing the offender name and case number, amount of court fines/costs and restitution ordered, the amount collected from the offender in each cash period, and balance due. The monthly reports and payments received shall be provided to the Court by the tenth (10th) day of the month following collection. Overpayments of Contractor fee shall be refunded to the offender via Contractor's company check by the tenth (10th) day of the month following case closure.

Contractor shall not retain or profit from any fines, restitution, fees, or cost collected from probationer except the fees authorized by this Agreement.

O.C.G.A. §42-8-107(b)(8) and DCS Rule 105-2-.15. Procedures for handling indigent offenders to ensure placement of such indigent offenders irrespective to ability to pay.

Offenders shall be screened as to ability to pay upon intake of probation case or as circumstances arise while under supervision. Potential indigent offenders shall provide documentation, and it shall be verified by the supervising private probation officer insomuch as possible. Upon receipt and verification of documentation from the probationer, a request for direction report will be prepared by Contractor containing the offender's circumstances and forwarded to the Court. The Court shall instruct the Contractor how to proceed with the case. Regardless of ability to pay, reporting to private probation officer as directed, and being of good behavior and not violating the laws of any governmental unit shall be required.

In cases of non-compliance with monetary obligations, a Petition for Modification/Revocation of Probation shall be prepared by Contractor, and at a scheduled Modification hearing, community service may be recommended in lieu of monetary obligations by Contractor at an approved community service agency when this option is available and the offender displays the ability to perform community service. Community service hours shall be performed for the Court's Governing Authority whenever possible. Monetary obligations commuted to community service will be assessed per O.C.G.A. § 17-10-1 or as specifically ordered by the court.

When community service option is not available Contractor shall abide by written order of the Court, to waive, modify, or convert fines, statutory surcharges, probation supervision fees, and any other moneys assessed by the court or a provider of probation services upon a determination by the court prior to or subsequent to sentencing that a defendant has a significant financial hardship or inability to pay or that there are any other extenuating factors which prohibit payment or collection; provided, however, that the imposition of sanctions for failure to pay such sums shall be within the discretion of the Court through judicial process or hearings.

O.C.G.A. § 42-8-102. Probation and supervision; determination of fees, fines, and restitution; converting moneys owed to community service; continuing jurisdiction; revocation; transfer

(a) Any court which has original jurisdiction of ordinance violations or misdemeanors and in which the defendant in such a case has been found guilty upon verdict or has pled guilty or nolo contendere may, at a time to be determined by the court, hear and determine the question of the probation of such defendant.

(b) If it appears to the court upon a hearing of the matter that the defendant is not likely to engage in an unlawful course of conduct and that the ends of justice and the welfare of society do not require that the defendant shall presently suffer the penalty imposed by law, the court in its discretion may place the defendant on probation under the supervision and control of a probation officer or private probation officer for all or a portion of the sentence or may impose a sentence upon the defendant but stay and suspend the execution of such sentence or any portion thereof. The period of probation or suspension shall not exceed the maximum sentence of confinement which

could be imposed on the defendant; provided, however, that nothing in this chapter shall be construed to limit the ability of a court to toll a sentence as provided in this article.

(c) The court may, in its discretion, require the payment of a fine, fees, or restitution as a condition of probation. The provisions of Chapter 14 of Title 17 shall control in determining the amount of restitution. When probation supervision is required, the court may require the payment of a probation supervision fee as a condition of probation. In determining the financial obligations, other than restitution, to impose on the defendant, the court may consider:

- (1) The defendant's financial resources and other assets, including whether any such asset is jointly controlled;
- (2) The defendant's earnings and other income;
- (3) The defendant's financial obligations, including obligations to dependents;
- (4) The period of time during which the probation order will be in effect;
- (5) The goal of the punishment being imposed; and
- (6) Any other factor the court deems appropriate.

(d) The court may convert fines, statutory surcharges, and probation supervision fees to community service or educational advancement on the same basis as it allows a defendant to pay a fine through community service or educational advancement as set forth in subsection (d) of Code Section 17-10-1.

(e) (1) As used in this subsection, the term:

(A) "Developmental disability" shall have the same meaning as set forth in Code Section 37-1-1.

(B) "Indigent" means an individual who earns less than 100 percent of the federal poverty guidelines unless there is evidence that the individual has other resources that might reasonably be used without undue hardship for such individual or his or her dependents.

(C) "Significant financial hardship" means a reasonable probability that an individual will be unable to satisfy his or her financial obligations for two or more consecutive months.

(D) "Totally and permanently disabled" shall have the same meaning as set forth in Code Section 49-4-80.

(2) The court shall waive, modify, or convert fines, statutory surcharges, probation supervision fees, and any other moneys assessed by the court or a provider of probation services upon a determination by the court prior to or subsequent to sentencing that a defendant has a significant financial hardship or inability to pay or that there are any other extenuating factors which prohibit payment or collection; provided, however, that the imposition of sanctions for failure to pay such sums shall be within the discretion of the court through judicial process or hearings.

(3) Unless rebutted by a preponderance of the evidence that a defendant will be able to satisfy his or her financial obligations without undue hardship to the defendant or his or her dependents, a defendant shall be presumed to have a significant financial hardship if he or she:

- (A) Has a developmental disability;
- (B) Is totally and permanently disabled;
- (C) Is indigent; or

(D) Has been released from confinement within the preceding 12 months and was incarcerated for more than 30 days before his or her release.

O.C.G.A. § 42-8-103. Pay-only probation; discharge or termination of probation

(a) As used in this Code section, the term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court.

(b) When pay-only probation is imposed, total maximum fee collected shall be capped so as not to exceed three months of ordinary probation supervision fees at a monthly rate not to exceed the rate set forth in the contract between the court and the provider of services notwithstanding the number of cases for which a fine and statutory surcharge were imposed or that the defendant was sentenced to serve consecutive sentences; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the probation officer or private probation officer, as the case may be, shall submit an order to the court

terminating the probated sentence within 30 days of fulfillment of such conditions. Within 90 days of receiving such order, the court shall terminate such probated sentence or issue an order stating why such probated sentence shall continue.

(c) If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.

(d) When a defendant is serving pay-only probation, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society.

O.C.G.A 42-8-103.1. Serving consecutive misdemeanor sentences

(a) When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion.

(b) When a defendant is serving consecutive misdemeanor sentences, his or her probation officer or private probation officer, as the case may be, shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

O.C.G.A. §42-8-107(b)(9). Circumstances under which revocation of an offender's probation may be recommended.

Contractor shall exhaust all attempts to remedy violations of terms and conditions of probation without Court assistance prior to requesting Court intervention. Contractor shall attempt to notify the offender of violation status by telephone, by first class mail, by text, by email, or in person. If the offender refuses to respond or remains non-compliant, contractor shall notify the offender, by first class mail, of Contractor's intention to proceed with administrative action. When the offender displays an effort to become compliant, no administrative action will be taken. When non-compliance issues persist, typically one of the following two options may be requested.

1. When the offender's effort to become complaint does not conform to what is necessary for a successful probation case outcome, a Petition for Modification/ Revocation shall be prepared and presented to the Court. If approved, court date is affixed, and Petition is sent by first class mail to the probationer's last known address.

At the Modification/Revocation hearing, recommendations typically include becoming compliant with terms and conditions of probation or the terms and conditions are modified, and a review date is set by the Court whereas the offender shall have an opportunity to remedy the violations. The offender who remedies the violations or complies with the modified order may have Court action continued, postponed, or dismissed. The offender who makes no effort to remedy the violations may have revocation, either partial or in full, recommended by private probation officer in accordance with O.C.G.A. §42-8-102(f)(4).

2. When the offender makes no effort to become compliant (refuses to report, return phone calls, or respond to written correspondence) or when offender's mail is returned and the offender's whereabouts are unknown, a delinquency report and violation of probation warrant will be prepared and presented to the Court for approval. Once arrested, the probationer will be served with Petition for Modification/

Revocation of Probation and a hearing will be held. In most cases, full revocation is recommended, in accordance with O.C.G.A. §42-8-102(f)(4).

Tolling of probation, if sentenced on or after July 1, 2015, is at the sole discretion of the Court. All probation cases shall be procedurally processed in accordance with O.C.G.A. §42-8-105.

O.C.G.A. §42-8-107 (b)(10) and DCS Rule 105-2-.14 and .15. Reporting and record keeping requirements.

Each offender shall have a case file containing order of probation, personal data sheet, and sentencing order (when provided by the court). When applicable, the probationer file shall also include community service waiver, community service time sheets, drug screen or lab testing results, AA/NA attendance logs, special conditions proof of compliance, employment search logs, and any written correspondence pertaining to the individual probationer.

All documents generated by Contractor and signed by the Court shall have a copy maintained in the probationer case file and originals shall be filed with the Court with the exception of warrants as the original is provided to the arresting agency and copy provided to the Clerk. No original documents shall be maintained in Contractor file.

Each probationer case shall be entered into a database which contains probationer personal data, case data, case notes, payment records, appointment schedule and results, and additional or special condition sentencing and compliance data.

Contractor shall maintain all probationer files in a secured area. Closed probationer case files shall be maintained for a period of two years or as required by law.

Contractor shall provide written reports monthly to the Court or as requested by the Court. Reports may include, but are not limited to statistical reports, caseload data, and other records documenting the identity of the probationer, the status of each probationer's case, the services provided, and the monies collected.

Contractor shall provide written quarterly reports to the Court and the Department of Community Supervision, The Board or Council in accordance with O.C.G.A. §42-8-108(a), and Contractor's records shall be open to inspection upon request in accordance with O.C.G.A. §42-8-108(b).

O.C.G.A. §42-8-108 and DCS Rule 105-2-.13. Probation Entity Reports. All probation entities shall provide the judge and MPOU with a quarterly probation entity activity report in such detail as the judge and MPOU may require.

(a) Probation entity quarterly activity reports shall be submitted within 15 days after the close of each calendar quarter and shall be made utilizing forms approved by MPOU. Quarterly reports must be received by MPOU as follows: 1st quarter (Jan-March) due April 15th, 2nd quarter (April-June) due July 15th, 3rd quarter (July-Sept.) due Oct. 15th, 4th quarter (Oct.-Dec.) due Jan 15th

1. If the 15th day after the close of the quarter falls on a weekend or state or federal holiday, the quarterly report shall be submitted by the following business day. MPOU in its discretion shall allow for adjustments of due dates based on a case by case basis as long as the request for extension is received by MPOU in writing prior to the due date.

2. Failure to submit quarterly reports in a timely manner may result in sanctioning.

(b) The quarterly reports shall include the following:

1. Number of probationers under supervision;
2. The amount of fines, statutory surcharges, and restitution collected;
3. The amount of fees collected and the nature of such fees, including probation supervision fees;
4. Rehabilitation programming fees;
5. Electronic monitoring fees;
6. Drug or alcohol detection device fees;

7. Substance abuse or mental health evaluation or treatment fees if such services are provided directly or otherwise to the extent such fees are known;
 8. Drug testing fees;
 9. The number of community service hours performed by probationers under supervision;
 10. A listing of any other service for which a probationer was required to pay to attend;
 11. The number of probationers for whom supervision or rehabilitation has been terminated and the reason for the termination;
 12. The number of warrants issued during the quarter and;
 13. These reports shall be in such detail as MPOU may require.
- (i) Entities shall be given 90 days advance notice of changes in reporting requirements.

O.C.G.A. §42-8-106.1, 109(2), and DCS Rule 105-2-.14. Probation Entity Records. Each probation entity must maintain the following records for the period required by law and the records must be available and accessible for inspection by the affected county, municipality, consolidated government, the court, the Department of Audits and Accounts or MPOU upon request.

(a) Required records are as follows:

1. All written contracts or service agreements for probation services;
2. All court orders for all probationers assigned to the entity for supervision;
3. All accounting ledgers and related documents;
4. All payment receipts issued to probationers for all funds received;
5. All probation case history and management reports and documents;
6. All other documents pertaining to the case management of each probationer assigned to the entity for supervision;
7. The probation entity and individual applications for registration and supporting documents submitted to MPOU;
8. All training records and individual personnel files;
9. The registration approval issued to the probation entity and individuals by MPOU; and
10. All documents related to the case management of probationers to include but not limited to case history, accounting ledgers, and payment receipts must be retained for a period required by law after the probation case closes at no less than 3 years.

O.C.G.A. § 42-8-109.2. Confidentiality of Records

(a) Except as provided in subsection (a) of Code Section 42-8-108 and subsection (b) of this Code section, all reports, files, records, and papers of whatever kind relative to the supervision of probationers by a private corporation, private enterprise, or private agency contracting under the provisions of this article or by a county, municipality, or consolidated government providing probation services under this article are declared to be confidential and shall be available only to the affected county, municipality, or consolidated government, or an auditor appointed by such county, municipality, or consolidated government, the judge handling a particular case, the Department of Audits and Accounts, the Department of Corrections, DCS, the State Board of Pardons and Paroles, or the board.

(b) (1) Any probationer under supervision under this article shall:

- (A) Be provided with a written receipt and a balance statement each time he or she makes a payment;
- (B) Be permitted, upon written request, to have a copy of correspondence, payment records, and reporting history from his or her probation file, one time, and thereafter, he or she shall be required to pay a fee as set by DCS; provided, however, that the board shall promulgate rules and regulations clarifying what confidential information may be withheld from such disclosure; and
- (C) Be permitted, upon written request to DCS, to have a copy of the supervision case notes from his or her probation file when the commissioner of community supervision authorizes the release of such information in a written order; provided, however, that the board shall promulgate rules and regulations clarifying what confidential information may be withheld from such disclosure.

(2) When a probationer claims that information is being improperly withheld from his or her file, the

probationer may file a motion with the sentencing court seeking an in camera inspection of such file. The probationer shall serve such motion on the prosecuting attorney and probation officer or private probation officer as appropriate.

(3) The following shall be subject to disclosure pursuant to Article 4 of Chapter 18 of Title 50:

(A) The board's rules and regulations regarding contracts or agreements for the provision of probation services;

(B) The board's rules and regulations regarding the conduct of business by private entities providing probation services as authorized by this article;

(C) The board's rules and regulations regarding county, municipal, or consolidated governments establishing probation systems as authorized by this article; and

(D) The rules, regulations, operating procedures, and guidelines of any private corporation, private enterprise, or private agency providing probation services under the provisions of this article.

(c) In the event of a transfer of the supervision of a probationer from a private corporation, private enterprise, or private agency or county, municipality, or consolidated government providing probation services under this article to DCS, DCS shall have access to any relevant reports, files, records, and papers of the transferring entity.

O.C.G.A. §42-8-106.1, 109.2 and DCS Rule 105-2-.16. Transfer of Probation Supervision.

Probation case supervision may be transferred from one probation entity to another with the approval of the court of original jurisdiction and/or as provided by Interstate Compact.

(a) The Sending Probation Entity. The sending probation entity will be responsible for contacting the receiving probation entity and determining if the transfer is feasible. The sending probation entity shall provide the court of original jurisdiction with necessary information for consideration of the transfer.

(b) Approval of the Transfer. Upon approval of the transfer, the sending probation entity will instruct the probationer in writing as to where and when to report to the receiving probation entity and will forward a case management package to the receiving probation entity. The package should include: a copy of the sentence, a copy of all case history information and a statement of financial obligations and collections to date.

(c) Transfer of Cases Involving Financial Collections. When a case is transferred from one probation entity to another, the sending probation entity remains responsible for the collection of all original fines, fees and surcharges, with the exception of monthly probation supervision fees unless otherwise ordered by the court.

(i) Monthly probation fees collected and retained by the sending probation entity shall not exceed an amount equal to the number of months that the probationer was actually supervised. As of the date of transfer, monthly probation supervision fees shall be collected and retained by the receiving probation entity.

(ii) The sending probation entity will remain responsible for the collection of all other financial obligations and is responsible for instructing the probationer regarding forwarding scheduled financial payments back to the original probation entity unless otherwise ordered by the court.

(d) Probation Violations by Transferred Probationers. When violations occur during supervision by the receiving probation entity, it is the responsibility of the receiving probation entity to investigate and report back to the sending probation entity in order for the court of original jurisdiction to be informed unless otherwise ordered by the court.

(e) If the probationer fails to report or the case is determined to be unacceptable to the receiving probation entity, the receiving probation entity should contact the sending probation entity in an effort to resolve the problem. If the situation cannot be resolved, the case management package should be returned to the sending probation entity with sufficient documentation of the problem and the original sending probation entity should inform the court of original jurisdiction of the situation unless otherwise ordered by the court.

(f) If probation violations occur subsequent to a transfer, the sending probation entity and the court of original jurisdiction retains responsibility to pursue appropriate follow-up action unless otherwise ordered by the court.

(g) Sentence Expiration. When the terms of the probation sentence expire for a transferred probationer, the receiving probation entity will forward a brief confirmation report back to the original sending probation entity confirming that probation supervision has been terminated. In accordance with court policy, the sending probation entity shall inform the court that probation supervision has been terminated.

(h) Transfer of Probation Supervision into and Out of State. Probation case supervision will be transferred from a probation entity to a probation office or probation entity between states according to the requirements of the Interstate Compact for Adult Offender Supervision.

(i) All probation entities and individuals shall abide by the Interstate Compact statute O.C.G.A. §42-9-81.

O.C.G.A. §42-8-107(b)(11) Default and contract termination procedures:

During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation to Contractor for purposes of probation supervision services. Contractor shall commence performance upon the approval by the Governing Authority. This Agreement shall expire the **31st day of December, 2024.**

Either party may terminate this Agreement upon thirty (30) days written notice. The Court may terminate this Agreement immediately without cause or for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy.

In the event that the court determines that there are deficiencies in the services provided by Contractor hereunder, the Court may notify the Contractor in writing as to the exact nature of such deficiency. Within thirty (30) days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the Contractor fails to cure or take reasonable steps to cure the deficiencies to the Court's satisfaction, the Court may declare the Contractor in default and the Court may terminate this Agreement.

The Court will decide if the existing caseload is to be transferred. Should it be decided that the caseload is to be transferred, Contractor, within thirty (30) days of termination, shall generate an order of transfer listing all probationers. Probation order, payment history, and personal data records will accompany the order to transfer. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision. Should it be decided not to transfer the existing caseload, Contractor will work the caseload until completion of existing sentence guidelines.

OBLIGATIONS OF THE COURT AND CITY

In consideration for the services of Contractor, the Court shall provide the following:

Payment for Contractors Services as Condition of Probation is Responsibility of Probationer.

Neither the Court nor City shall be liable for payment of any program fee.

The Court shall make payment of the probation program fee(s) as listed in Exhibit "A", a term and condition of probation for each offender assigned for supervision to Contractor unless the Court determines the offender to be indigent.

Access to Criminal Histories:

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested by the Court.

Notice of Court Sessions:

The Court shall provide Contractor three (3) days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail to P.O. Box 1065, Nahunta, GA 31553, by fax to 912-462-6027, by telephone to 912-462-7958 or by email to Cbyrd@SatillaProbation.com.

Indemnification:

Neither the State, the Court, nor City shall be liable to Contractor or to anyone who may claim a right resulting from any relationship with Contractor, for any acts of Contractor, its employees, or agents in the performance of services performed pursuant to this Agreement. Contractor agrees that Contractor shall indemnify and hold harmless the State, the Court and its Governing Authority from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and courts costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by Contractor or its employees or agents under the terms of this Agreement.

Time is of the Essence of this Agreement.**Compliance with the Law:**

The Contractor shall comply with all federal, state and local laws, statutes, regulations, and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.

Independent Contractor:

Contractor is an independent contractor and is not an agent, joint venture or other affiliate of the Court or City in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation thereof. The Contractor agrees to indemnify and hold harmless the Court and City from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or City to their respective employees.

Entire Agreement:

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by both parties.

Binding Agreement:

This Agreement shall not be binding upon any successor to the undersigned Judge of the **Municipal Court of the City of Kingsland** unless ratified by the successor in office. If a successor attains the position of undersigned Judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within thirty (90) days of taking the oath of office.

Notice:

Any notices made in accordance with this Agreement shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Contractor:

Satilla Probation Management Corp.
10784 Main Street North
P.O. Box 1065
Nahunta, Georgia 31553
(912) 462-7958

City:

Lee Spell, City Manager
P.O. Box 250
Kingsland, GA 31548
(912) 729-5613

Court:

The Municipal Court of the City of Kingsland
P.O. Box 250
Kingsland, Georgia 31548
(912) 729-8231

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON
THE _____ DAY OF _____, 20__.

PROBATION SERVICES CONTRACTOR:

Name: Catherine C. Byrd
Title: President, Satilla Probation Management Corporation

MUNICIPAL COURT OF THE CITY OF KINGSLAND:

Robert C. Sweatt, Jr.
Judge of the Municipal Court, City of Kingsland, State of Georgia

Pursuant to O.C.G.A. §42-8-101, this Agreement is entered into and approved by the Court's Governing Authority on the _____ day of _____, 20____.

Dr. C. Grayson Day
Mayor, City of Kingsland

Attested By:

Jean Seigler
City Clerk

Attachment: 2021 - 2024 Satilla Probation Contract (3509 : Approval Of: Satilla Probation Contract Renewal)

Exhibit “A”
Satilla Probation Management Corporation
Program Fee Schedule

(All program fees are the sole responsibility of the offender.)

Court Service/ Offender Orientation (\$25.00 one-time fee):

Staff attends court, completes offender personal history document, prepares Order of Probation, and instructs the offender on all terms and conditions of probation and initiates the collection of court and program costs.

Community Supervision (\$50.00 per month):

An ongoing offender monitoring program which accounts for the activities of offenders sentenced to probation. Individual files are established, and records are maintained for reports of program participation as ordered by the Court. The offender supervision may vary in intensity and type of contact required.

Pretrial Diversion (\$50.00 per month):

An ongoing offender monitoring program which accounts for the activities of offenders entering a Pre-trial diversion. Individual files are established, and records are maintained for reports of program participation as ordered by the Court. The offender supervision may vary in intensity and type of contact required.

Coordinate Special or Additional Conditions (\$10.00 per month):

Staff will coordinate all activities for those offenders who are ordered to perform or comply with special/additional conditions. This fee shall be assessed on offender cases for arranging, monitoring compliance, and verification of community service work, mandatory jail time, attendance at court ordered counseling (including but not limited to, AA/NA, FVIP, Mental Health, and Substance Abuse Counseling). Records of program participation and completion will remain in the offenders file. This fee will only be incurred until such time as proof of completion of the condition is provided to the Contractor.

Drug/Alcohol Testing or Screening (\$25.00 per test):

As a condition of probation, random or monthly drug/alcohol screening or testing may be required for individuals on probation or as ordered by the Court. Test results may constitute change in the frequency and type of testing/screening.

Rev/War Fee (\$20.00 per revocation/modification petition or violation of probation warrant):

A revocation/warrant preparation fee shall be assessed to an offender's case at such time that a probation revocation/modification hearing date is set by the Court (hearing date scheduled), or violation of probation warrant is issued by the Court. All documents shall be prepared by Contractor. Each new petition or warrant will incur this fee. Postponements and review hearings will not incur this fee.

Additional costs and fees collected and forwarded to agencies by the 10th of the month following collection:

Victim Compensation Supervision Probation Fees (\$9.00 per month):

A nine dollar (\$9.00) fee shall be collected for each month in which a fee for supervision services has been collected.

Fines and Restitution: Fines, costs, surcharges, and restitution shall be collected when ordered by the Court.

Warrant/Sheriff Service Fee (\$25.00 per warrant):

When so requested by the Court, a warrant service fee may be assessed to the offender each time a warrant is issued by the Court payable to such party as determined by the Court.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/10/21 06:00 PM
Department: City Clerk
Category: Contract
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3517

AGENDA ITEM (ID # 3517)

**Approval Of: 2021-2022 School Resource Officer Contract
with Camden County Schools**

This contract covers three (3) School Resource Officers for the July 1, 2021 - June 30, 2022 school year. *Staff recommends approval.*



311 South East Street
Kingsland, GA 31548

Telephone: (912) 729-5687

Dr. John Tucker, Superintendent

Contracted Services Agreement

Name of Individual or Business: City of Kingsland

Address: P.O. Box 250 Kingsland, GA 31548

Social Security/Tax Identification Number: 58-6000-601

Date(s) of Service: (list individual dates) July 1, 2021 – June 30, 2022

Type of Service Provided: (3) School Resource Officers (2 for CCHS & 1 for CMS)

Contracted Service Fee Structure:

Flat Rate: Total Flat rate: _____

OR

OR

Hourly rate: Total based on hourly rate: _____

Hourly rate calculation: (# of days ____ X # of hours ____ X hourly rate ____ = _)

OR

OR

Other Fee Structure (Explain) Not to Exceed = Total Other \$ 135,832.00

CONTRACTOR'S SIGNATURE

Date

ADMINISTRATOR'S SIGNATURE

Date

SUPERINTENDENT'S SIGNATURE

Date

Accounting Code: 100-2600-9990-2600-000-20-21-0000-559500-00000 \$93,171.00

100-2600-9990-2600-000-31-21-0000-559500-00000 \$42,661.00

Tutoring: ____ Not Applicable

* Camden County Schools reserves the right to terminate this contract at any time during the contract period.

* Payment is based on approved submitted timesheets for services rendered.

* The services will not be rendered beyond the contract date.

* The hourly rate for services rendered will not exceed \$25 per hour.

* Timesheets shall be submitted by June 1st.

* Student performance progress monitoring will be used as a factor to determine the continuation of services during or at the conclusion of a contract.

____ \$25/hr.- Ga. Cert. in the subject area tutoring or college degree and passed the GACE for the area tutoring.

____ \$15/hr.- No college degree, but passing GACE score for the area they tutoring.

____ \$10/hr.- CCHS students enrolled in Work Based Learning program/classes

TRS Approval: Retired: Yes No Certified/GACE: Yes No Background Check: Yes No

____ Not Applicable ____ Granted ____ Not Granted

DEPUTY SUPERINTENDENT

Date

Revised 1

Board Members:

Jane Brown, Chairman • Jimmy Coffel, Vice-Chairman

Jason Chance • Jonathon Blount • Mark Giddens

Memorandum of Understanding Employment and Utilization of School Resource Officers

The Camden County School System, the City of Kingsland, and the Kingsland Police Department will partner with one another to help provide a safe and secure learning environment at Camden County High School and Camden Middle School. The employment of School Resource Officers will be an integral part meeting this objective. Officers will not only assist in maintaining this safe environment, they will also provide opportunities for counseling and mentoring students as well as delivering prevention and education programs.

Specific Goals and Objectives

The following goals and objectives will be the focus of the School Resource Officer's Duties.

1. Increase awareness and effectiveness of community-based policing programs.
2. Increase the effectiveness of the "Drug Free School Zone" policy through intervention and education programs at the school level.
3. Monitor and mentor, or counsel students consistent with the law and orders of the court, who are on probation for violations of both school rules and community laws.
4. Assist in improving the communication between the Juvenile Court system and the school officials.
5. Assist in developing programs that are aimed at preventing, reducing or responding to gang related activities.
6. Assist in activities that will decrease the truancy rates.
7. Assist in developing and implementing school safety programs.
8. Assist with disruptive students and violations of the law under the direction of the school principal.
9. Educate school officials and students in crime prevention and safety issues.
10. Assist in conflict resolution with students.
11. Assist in developing and maintaining school policies that address school safety, crime, emergencies and recommended procedural changes.
12. Assist in the identification of physical changes in the environment that may reduce crime in or around the school campus.

Program Issues

A. Supervision Responsibility of the SRO

The SRO will be assigned as full-time officers to Camden County High School and Camden Middle School. They will accept the responsibilities of a full-time faculty member and will be under the supervision of the building principal or his/her designee. The SRO work schedule and overtime hours will be the direct responsibility of the principal. Evaluation will be performed by the principal.

B. Decision Making Authority

The SRO will follow the policies and guidelines set forth by the Camden County School system while assigned to a school campus. The SRO does not, however, relinquish the responsibility to enforce the laws of the city or state when he/she witnesses a criminal violation. Statement, searches, interrogations or formal counseling of students must meet the requirements established by the building principal and the law.

C. Roles and Responsibilities

The City of Kingsland and the Kingsland Police Department will accept the following responsibilities for the implementation of the School Resource Officer Program:

- A. Receipt and distribution of funds to the SRO including salary, overtime, benefits, insurance, workman's compensation, unemployment benefits, and social security.
- B. Completion of program reports as requested by the Camden County School System and other agencies.
- C. Completion of annual financial reports or audit requirements as required by the Camden County School System.
- D. Oversee the, coordination, research and implementation of grant opportunities in cooperation with the Camden County School System.
- E. The Camden County School System will indemnify and hold harmless the City of Kingsland, the Kingsland Police Department, and the School Resource Officers for the actions and inactions of the School Resource Officers

The Camden County School System will accept the following responsibilities for the implementation of the School Resource Officer Program:

- A. Disbursement of City of Kingsland funds equal to an amount stipulated in a contract for purchased services agreed to by the Camden County School System and the City of Kingsland to provide SRO services between July 1, 2021 and June 30, 2022.
- B. Assignment of the SRO to offices at Camden County High School and Camden Middle School, with the appropriate administrative supplies necessary to fulfill the goals and objectives of the program.
- C. Assist in the researching and completion of any future grant opportunities.
- D. Coordinate after school activities with the SRO to provide for direct supervision by either the SRO or other law enforcement authorities.

Mayor, City of Kingsland, Georgia

Date

City Manager, City of Kingsland, Georgia

Date

Superintendent, Camden County Schools

Date

City of Kingsland, GA
School Resource Officers' Salary Package 2021-22

Annual	Flowers High School SRO	Olson Middle School SRO	Leach 9th Grade Center SRO
Salary	\$ 43,618	\$ 36,130	\$ 35,922
FICA (7.65%)	\$ 3,337	\$ 2,764	\$ 2,748
Workers Comp(5.50%)	\$ 2,399	\$ 1,987	\$ 1,976
Retirement (7.78%)	\$ 3,437	\$ 2,847	\$ 2,831
Health Benefits-E2 90/70	\$ 7,120	\$ 7,120	\$ 7,120
Life Insurance Benefits	\$ 88	\$ 88	\$ 88
Total Salary + Benefits	\$ 59,999	\$ 50,936	\$ 50,684
Billing Rate Regular w/benefits	\$ 28.85	\$ 24.49	\$ 24.37
Estimated Regular Hours	1,451	1,450	1,450
Subtotal Regular	\$ 41,855	\$ 35,508	\$ 35,333
Billing Rate OT (hrly ratex1.5xfica)	\$ 33.86	\$ 28.05	\$ 27.89
Estimated OT Hours	262	255	255
Subtotal OT	\$ 8,872	\$ 7,152	\$ 7,111
Total SRO Billable	\$ 50,727	\$ 42,661	\$ 42,444
Contract Amount (not to exceed)	\$135,831		



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/10/21 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 3518

AGENDA ITEM (ID # 3518)

Bid Award: Purchase of One (1) 16-17 Yard Dump Truck

This item is budgeted in the public works department funded by SPLOST VIII funds. *Staff recommends low bid, Rush Truck Center, for a 2021 International HV607 dump truck at \$111,364.44. Delivery is included. Council was polled on April 27, 2021 with all approving the action.*

Bid Tabulation
 2021/2022 16-17 Yard Dump Truck
 RFP #COK 21-020
 Tuesday, April 27, 2021 @ 2:00 PM

Vendor	Year	Make	Model	Cost of Per Vehicle	Cost of Delivery	Total Cost	ETA
Rush Truck Centers	2021	International	HV607	\$111,364.44	N/A	\$111,364.44	Immediately
Rush Truck Centers	2022	International	HV607	\$112,118.50	N/A	\$112,118.50	260 Days
Vanguard Truck Center	2021	Mack	Granite 64 FR MHD	\$127,177.69	N/A	\$127,177.69	Immediately

This Request for Proposal was advertised on the City and GMA websites.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3519)

Meeting: 05/10/21 06:00 PM
Department: Finance
Category: Budget
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 3519

9.4

Approval Of: FY2020/21 Mid-Year Budget Revisions

**City of Kingsland
Proposed Mid-Year Revisions
FY 2020-21 Budget**

9.4.a

	Department	FY 20-21 Original Budget	FY 20-21 Mid-Year Requestd Revised Budget	Variance from FY 20-21 Original Budget to FY 20-21 Requested Revised		Reason for Change From Original Budget to Recommended Revised Budget
				% Change	\$ Increase/ Decrease	
General Fund	General Fund Revenues	\$10,348,760	\$10,748,760	3.87%	\$400,000	Contingency changed from \$301,164 to \$301,176 with \$400,000 transferred from fund balance for the increases related to employee bonuses in December and one-time supplemental pay in April and for prior year expense of \$222,307 for the refurbished pumper truck that was received and paid for in current year.
	Administration	\$1,168,043	\$1,174,305	0.54%	\$6,262	Increase for bonus, supplemental pay, and election cost (\$12k to \$19k). One scheduled promotion after midyear.
	Information Technology	\$184,240	\$184,997	0.41%	\$757	Increase for bonus and supplemental pay.
	Finance	\$271,534	\$279,609	2.97%	\$8,075	Increase for bonus, supplemental pay, one leave pay out, and one promotion.
	Municipal Court	\$474,209	\$475,563	0.29%	\$1,354	Increase for bonus, supplemental pay, one salary adjustment for additional duties.
	Police	\$3,574,608	\$3,623,144	1.36%	\$48,536	Increase for bonus and supplemental pay.
	Fire	\$1,774,301	\$2,080,508	17.26%	\$306,207	Increase for bonus, supplemental pay, increase in overtime (\$45k), and payment for prior year expense for refurbished pumper truck received in current year (\$222,307).
	Public Works	\$1,709,782	\$1,729,118	1.13%	\$19,336	Increase for bonus and supplemental pay.
	Planning & Zoning	\$528,788	\$534,203	1.02%	\$5,415	Increase for bonus and supplemental pay.
	Economic Development	\$68,534	\$69,347	1.19%	\$813	Increase for bonus and supplemental pay.
	Fleet Services	\$293,557	\$296,790	1.10%	\$3,233	Increase for bonus and supplemental pay.
	General Fund Total Expenditures	\$10,047,596	\$10,447,584	3.98%	\$399,988	Overall expenditures increased by \$399,988 for the items described above. \$400,000 is being transferred from fund balance to keep the current year contingency of \$301k at the same level.

Attachment: Council Summary FY20-21 Budget Revisions (3519 : Approval Of: FY2020/21 Mid-Year

**City of Kingsland
Proposed Mid-Year Revisions
FY 2020-21 Budget**

9.4.a

	Department	FY 20-21 Original Budget	FY 20-21 Mid-Year Requestd Revised Budget	Variance from FY 20-21 Original Budget to FY 20-21 Requested Revised		Reason for Change From Original Budget to Recommended Revised Budget
				% Change	\$ Increase/ Decrease	
Solid Waste	Solid Waste Revenues	\$1,452,510	\$1,646,213	13.34%	\$193,703	Contingency change from \$93,837 to \$87,253 due to increases related to employee bonuse in December and one-time supplemental pay in April. Increase in cash carry forward of \$17 for prior year expense of the rear-loader garbage truck that was received in current year.
	Expenses	\$1,358,673	\$1,558,960	14.74%	\$200,287	Increase for bonus, supplemental pay, recycling funds and related expenses, and payment f rear-loader for prior year expense.
Water / Sewer Fund	Revenues for Water/Sewer Fund	\$8,710,500	\$8,710,500	0.00%	\$0	Contingency change from \$368,667 to \$343,176 due to increases related to employee bonuses in December and one-time supplemental pay in April.
	Administration	\$491,719	\$494,266	0.52%	\$2,547	Increase for bonus and supplemental pay.
	Information Technology	\$121,356	\$121,861	0.42%	\$505	Increase for bonus and supplemental pay.
	Finance	\$185,504	\$190,587	2.74%	\$5,083	Increase for bonus, supplemental pay, one leave pay out, and one promotion.
	Fleet Services	\$96,743	\$97,821	1.11%	\$1,078	Increase for bonus and supplemental pay.
	Operations	\$7,446,511	\$7,462,789	0.22%	\$16,278	Increase for bonus, supplemental pay, and one additional plant operator for the WWTP bac online.
	Water/Sewer Fund Total Expenses	\$8,341,833	\$8,367,324	0.31%	\$25,491	

Attachment: Council Summary FY20-21 Budget Revisions (3519 : Approval Of: FY2020/21 Mid-Year

**City of Kingsland
Proposed Mid-Year Revisions
FY 2020-21 Budget**

9.4.a

	Department	FY 20-21 Original Budget	FY 20-21 Mid-Year Requestd Revised Budget	Variance from FY 20-21 Original Budget to FY 20-21 Requested Revised		Reason for Change From Original Budget to Recommended Revised Budget
				% Change	\$ Increase/ Decrease	
Other Funds	Confiscated Assets Fund	\$70,020	\$70,020	0.00%	\$0	Federal, State, & CISCO confiscated funds. No change.
	ARPA Grant Fund	\$0	\$2,827,549	100.00%	\$2,827,549	American Recovery Plan Act grant restricted funds for specified projects.
	FEMA DR-4501 Grant Fund	\$0	\$170,369	100.00%	\$170,369	Reimbursement claim submitted under FEMA DR-4501 for public health emergency related to COVID-19. PPEs, laptops, sneeze guards, disinfectant cleaning supplies, foggers, etc. Match required for 25% or \$42,592.
	CDBG-MIT Grant Fund	\$0	\$1,909,997	100.00%	\$1,909,997	Community Development Block Grant-Mitigation funds awarded for projects outlined in the grant application-sewer line and manhole rehabilitation and Greentree and Creekwood lift stations.
	CDBG-DR Grant Fund	\$327,640	\$327,640	0.00%	\$0	Community Development Block Grant-Disaster Recovery funds in response to Presidentially declared disasters (previous hurricanes) to rebuild affected areas and to provide funds for the recovery process.
	Multiple Grant Fund	\$276,932	\$276,932	0.00%	\$0	Based on grant awards expected during the fiscal year. Includes police vest grant, LMIG, safety grant, health & wellness grant, & assistance to firefighter grant.
	Georgia Gateway CID Fund	\$1,080	\$1,080	0.00%	\$0	Based on CID millage rate for community improvement district. No change.
	TAD #1 Fund	\$1,331	\$1,331	0.00%	\$0	Based on incremental tax value in tax allocation district. No change.
	CVB Fund (Tourism)	\$677,100	\$966,324	29.93%	\$289,224	Revenues are based at 44% of estimated Hotel/motel tax revenues & merchandise sales. Revenue increased for cash carry forward from FY19/20 fund balance and decreased in merchandise sales. Includes one board approved salary increase.
	Hotel/Motel Tax Fund	\$715,000	\$715,000	0.00%	\$0	Based on hotel/motel tax revenues anticipated. No change.
	Downtown Development Authority Fund	\$47,530	\$47,530	0.00%	\$0	Funded by DDA fundraising events. All expenses paid directly from the DDA checking account. No change.
	Kingsland Development Authority	\$31,274	\$31,274	0.00%	\$0	Special Revenue Fund used to account for the blended component unit whose purpose is to finance construction of City's public buildings. No change.
	SPLOST Fund #7	\$100,000	\$100,000	0.00%	\$0	Based on funds available for projects outlined in the SPLOST VII agreement. No change. Remaining funds have been spent on qualified projects. No change.
	SPLOST Fund #8	\$2,824,070	\$2,824,070	0.00%	\$0	Based on funds available for projects outlined in the SPLOST VIII agreement. No change.
	General Debt Service	\$0	\$0	0.00%	\$0	Based on current lease payments for governmental funds, currently no debt outstanding. No change.
	Debt Service Revenue Bond	\$156,000	\$156,000	0.00%	\$0	17% of the hotel/motel tax is accounted here for the bond payment of the welcome center. No change.

Attachment: Council Summary FY20-21 Budget Revisions (3519 : Approval Of: FY2020/21 Mid-Year