



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • JUNE 13, 2022

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 Variance-Parcel 095G 065, 156 Greenacres Circle North -

Marcie Costello is requesting a variance to allow chickens on a residential lot that is less than the required 1/2 acre. Zoning is R-1.

2. Public Hearing for Variance-Parcel K22 03 009, 694-1 Williams Avenue -

Howard Davis is requesting a 16' variance to the 25' side yard setback requirements from a public ROW for an accessory building. The applicant is also requesting a 5' variance to the 10' requirement that an accessory building must be placed from the primary structure. The purpose of the request is for a storage building that has been placed in the side yard of the property. Zoning is C-2.

3. Public Hearing for Variance-Parcel 082 H037, 121 Castle Oak Court -

Jean & Steve Joiner are requesting a 2' variance to the 5' side yard setback requirements for an accessory building. The purpose of the request is for a storage building that has been in place in the side yard of the property. Zoning is PD/R-1.

4. Public Hearing for the Purpose of Considering the Application for an Alcohol License for Exit 7 Travel Stop LLC. -

Robert Williams, Jr., Acting Agent for Exit 7 Travel Stop LLC, is applying for an Alcohol License for retail sales of packaged beer/wine. The store is located at 1870 Harrietts Bluff Road.

5. Public Hearing for the Purpose of Approval of Ordinance #2022-08 to Amend Ordinance 2011-01, Article VI, Sec. 61 of KLADO -

The Kingsland Downtown Development Authority (DDA) is requesting the amendment to be approved that will allow additional uses as well as prohibit certain uses in the C-1, C-1A, C-2 and C-5 Zoning Districts. The amendment will also allow for the adoption of the expanded DDA Boundary map.

6. Public Hearing for the Purpose of Amending Ordinance 2011-01 Kingsland Zoning and Land Development, Article V, Sec. 54.2.3, #7 -

Public Hearing for the Purpose of Adopting Ordinance 2022-09 which will amend Ordinance 2011-01 (Kingsland Zoning and Land Development Ordinance). Article V, Sec. 54.2.3 #7. The amendment will reduce the required parking spaces from seven to five for Shopping Centers up to 15 acres in size.

II. CALL TO ORDER AND WELCOME GUESTS**III. ROLL CALL**

Charles Grayson Day Jr.	Mayor
James W Galloway	Councilman
Farran Fullilove	Councilman
Kristy Chance	Councilwoman
Alex Blount	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. OATH OF OFFICE

- 1. Oath of Office for Kingsland Patrol Officer Carlos Sanchez -

VII. PRESENTATION

- 1. Presentation by Coastal Counseling Center -

VIII. GRANTING AUDIENCE TO THE PUBLIC**IX. OLD BUSINESS****X. PLANNING AND ZONING**

- 1. Approval of Variance-Parcel 095G 065, 156 Greenacres Circle North -
Marcie Costello is requesting a variance to allow chickens on a residential lot that is less than the required 1/2 acre. Zoning is R-1.

Planning Commission recommends approval with the following conditions:

- 1) There can be no more than two (2) chickens on the property and no roosters are allowed.
2. Approval of Variance-Parcel K22 03 009, 694-1 Williams Avenue -

Howard Davis is requesting a 16' variance to the 25' side yard setback requirements from a public ROW for an accessory building. The applicant is also requesting a 5' variance to the 10' requirement that an accessory building must be placed from the primary structure. The purpose of the request is for a storage building that has been placed in the side yard of the property. Zoning is C-2.

Planning Commission recommends approval with the following condition that the applicant has agreed to:

- 1)If the water line that is located in the City ROW adjacent to the applicant's property needs to be repaired or replaced, the city will have the right to move the building at the owners expense if the placement of building does not allow access for equipment or materials to do the work.
3. Approval of Variance-Parcel 082H 037, 121 Castle Oak Court -

Jean & Steve Joiner are requesting a 2' variance to the 5' side yard setback requirements for an accessory building. The purpose of the request is for a storage building that has been in place in the side yard of the property. Zoning is PD/R-1.

Planning Commission recommends approval.

4. Approval of Ordinance #2022-08 to Amend Ord. 2011-01, Article VI, Sec. 61 of KLADO -

The Kingsland Downtown Development Authority (DDA) is requesting the amendment to be approved that will allow additional uses as well as prohibit certain uses in the C-1, C-1A, C-2 and C-5 Zoning Districts. The amendment will also allow for the adoption of the expanded DDA Boundary map. Amendment and map are attached.

Staff recommends approval.

5. Approval of Ordinance #2022-09 to Amend Ordinance 2011-01, Article V, Sec. 54.2.3, #7 of KLADO -

The amendment will reduce the required parking spaces from 7 to 5 for each 1,000 square feet, for Shopping Centers up to 15 acres in size. Most cities parking requirements for shopping centers of this size are 5 spaces per 1,000 square feet. This change will also increase the green space area and reduce the impervious surface runoff area for storm water.

Staff recommends approval.

XI. NEW BUSINESS

1. Discussion and Approval of - Employee Pay Scale and Pay Rate Adjustments - Mayor Charles Grayson Day Jr.

Discussion of city-wide pay scale adjustments and approval of an immediate pay rate adjustment for departments Public Works, Municipal Utilities, and Sanitation.

2. Approval Of: Alcohol License for Exit 7 Travel Stop LLC -

Robert Williams, Jr., acting agent for Exit 7 Travel Stop LLC, is applying for an Alcohol License for retail sales of packaged beer/wine. The store is located at 1870 Harrietts Bluff Road.

3. Approval Of: Operation Stonegarden Memorandum of Understanding -

Operation Stonegarden provides for law enforcement efforts primarily with regard to the investigation prevention, and apprehension of persons involved in criminal activity associated illegal border crossings, human trafficking, alien smuggling, and illicit drugs or other contraband. The Parties to this Agreement are contributing personnel and resources in support of these efforts, with the operations of the Participating Agencies being coordinated by the Camden County Sheriff's Office (CCSO). CCSO shall be responsible for reimbursing for overtime hours worked, including FICA and retirement fringe benefits, subject to available Grant funding. The number of hours and frequency of hours will be determined by CCSO based upon available funds, intelligence reports and other ongoing investigations.

Staff recommends approval.

4. Approval Of: Location Release for "Still a Mystery" S7 -

A location release agreement for production of a television show "Still a Mystery" S7, which was filmed at the O. F. Edwards Center for Industry and Commerce located at 531 N. Lee Street, Kingsland, GA 31548. This agreement prohibits the use or broadcast of any city seal or logo or the logo or seal of any tenant.

Staff recommends approval.

5. Approval Of: Contract for Automated School Zone Speed Enforcement Systems -

An agreement between the City of Kingsland and Blueline Solutions, LLC for the installation, operation and maintenance of automated speed enforcement systems for the sole purpose of decreasing the number of speeding vehicles and improving traffic safety in school zones.

Staff recommends approval.

6. Bid Award - 2018 GMC Cargo Van -

This item is for public record; Council was polled on June 1, 2022 and the vote was four (4) in favor of the \$31,000 purchase from Auto Boutique. Applicable fees will be added to the final price. Funding was approved in the FY 2021-2022 budget in the amount of \$35,000.

7. Approval Of: Ordinance 2022-10 to Amend Chapter 22-35, Suspension of Service

-

This amendment removes the \$20.00 transfer fee for transferring utility accounts from one Kingsland address to another Kingsland address.

Staff recommends approval.

XII. MAYOR AND COUNCIL ANNOUNCEMENT

XIII. ADJOURNED



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

Planning and Community Development Staff Report

Planning Commission Meeting Date: June 6, 2022

City Council Meeting Date: June 13, 2022

Agenda Item: Variance for Parcel 095G 065, 156 Greenacres Circle N.

Background: Due to a complaint filed with the Planning Dept., The Code Enforcement Officer discovered that the applicant has several chickens and roosters in a chicken coop in her back yard. City Ordinance does allow for 2 chickens per half acre in a residential neighborhood. The applicant's property does not meet the acreage requirement and the applicant has stated that because of family member's medical conditions and cost of food, there is a need for the applicant to have the chickens to provide eggs for her family. The applicant also has no way of expanding her property to the half-acre requirement.

Summary: Marcie Costello is requesting a variance to allow chickens on a residential lot that is less than the required ½ acre.

Zoning: R-1

Is Proposal Consistent with the Comprehensive Plan? No

Staff Recommendation: Staff recommends approval with the following condition:

- 1) The can be no more than 2 chickens on the property and no roosters are allowed.

Scott L. Kimball
 Planning & Zoning Director



Chicken
Pen



Overview



Legend

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

Parcel ID	095G 065	Owner	COSTELLO MARCIEL NESS-	Last 2 Sales			
Class Code	Residential		156 GREENACRE CIRCLE NORTH	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	11/13/2019	0	NM	U
	KINGSLAND	Physical Address	156 GREENACRE CIR N	6/8/2012	0	VI	U
Acres	n/a	Assessed Value	Value \$105236				

(Note: Not to be used on legal documents)

Date created: 5/9/2022

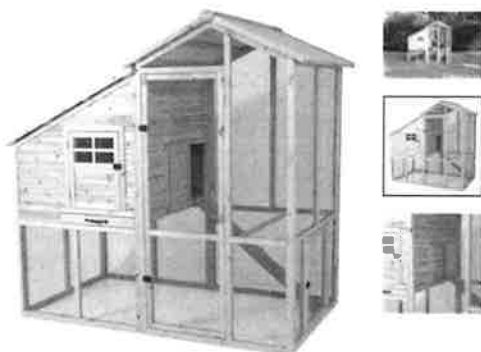
Last Data Uploaded: 5/9/2022 5:40:13 AM

Developed by Schneider
GEOSPATIAL

Attachment: City Council-June 2022-Parcel 095G 065, 156 Greenacres Cir., N. (3903 : Approval of Variance-Parcel 095G 065, 156 Greenacres

Petmate ▶ Superior Construction Chicken Coop, 70401D

4.2 (1399) SKU: 142896899

[Reviews](#)
[Questions & Answers](#)
[Product Details](#)
[Specifications](#)
[Documents](#)


+6

Click on image for larger fullscreen view.

\$499.99

Sale Was 599.99 Save \$100.00 (16%)

No Interest If Paid In Full Within 12 Months [Learn More](#)

As a Neighbor, you are eligible to earn 1 point per dollar on this purchase. [Join Now](#)

\$79 delivery on all online chicken coop purchases!. [Learn More](#)


Let us assemble it for you

Assembled quickly, safely and correctly.

[Learn More](#)


In Home Assembly

☐ Contactless Curbside / Pickup In Store

Kingsland GA [Change Store](#)

Free Contactless Curbside / Pickup in Store

Available for Pickup **Today**

☐ Standard Delivery

Ships within 24 hours.

Oversize Delivery - Additional fees may apply.

☐ Same Day Delivery

Delivered as soon as today if order is placed by 2:00 p.m.

You may also schedule your delivery day at checkout.



1



Add to Cart

i [Contactless Curbside / Pickup and Delivery Information](#)
[Add to list](#)

Items You May Like



4.6 (50)

See Price at
~~Checkout~~
\$1,199.00

OverEZ Small
Chicken Coop,


0 (0)

New!
\$799.99

Penn-Plax Chicken
Coop, CHC3


3.6 (98)

\$549.99

Producer's Pride
Prairie Chicken


0 (0)

New!
\$1,099.99

Ware Chicken
Carriage House


3.9 (7)

\$649.99

Ware
Manufacturing


3.5 (224)

Sale
\$599.99

Precision XI
Superior

[Show More \(2\)](#)

By continuing, you agree to the use of [cookies](#).


Contactless Curbside Pickup!

Packet Pg. 8

**City of Kingsland
Sewer Line Map**

Legend
King_Add_4112018
Category
Imp
LS
Vac
RoadCenterlines_20180401
King_Rds_72017
Zoning 2018
ZONING
C-1
C-1 Overlay
C-1A Overlay
C-2
C-4
C-ED
LG
HL
LL Overlay
MU
PD
PDC-2
PDC-4
PD/MU
PDR-1
PDR-2
PDR-3
R-1
R-2
R-3
R-4
R-5
R-6
R-7





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: June 6, 2022

City Council Meeting Date: June 13, 2022

Agenda Item: Variance for Parcel K22 03 009, 694-1 Williams Ave.

Background: The Code Enforcement Officer discovered that the applicant had place a storage building on the property **without** obtaining a building permit. After an inspection of the building, it was discovered that the building does not meet the required 25' setback requirements from a Public ROW and does not meet the required 10' setback requirement from the primary structure on the property. There is a city water line that runs down Williams Ave. on the same side of the street that applicant's property is located. Because of where the building is located, if the water line has to be repaired or replaced, there could possibly be an issue of getting equipment in the area to do the work. The applicant's stated that the ground behind the primary structure is very wet and too soft to be able to set the building within the required setbacks.

Summary: Howard Davis is requesting a 16' variance to the to the 25' side yard setback requirements from a public ROW for an accessory building. The applicant is also requesting a 5' variance to the 10' requirement that an accessory building must be placed from the primary structure. The purpose of the request is for a storage building that has been placed in the side yard of the property.

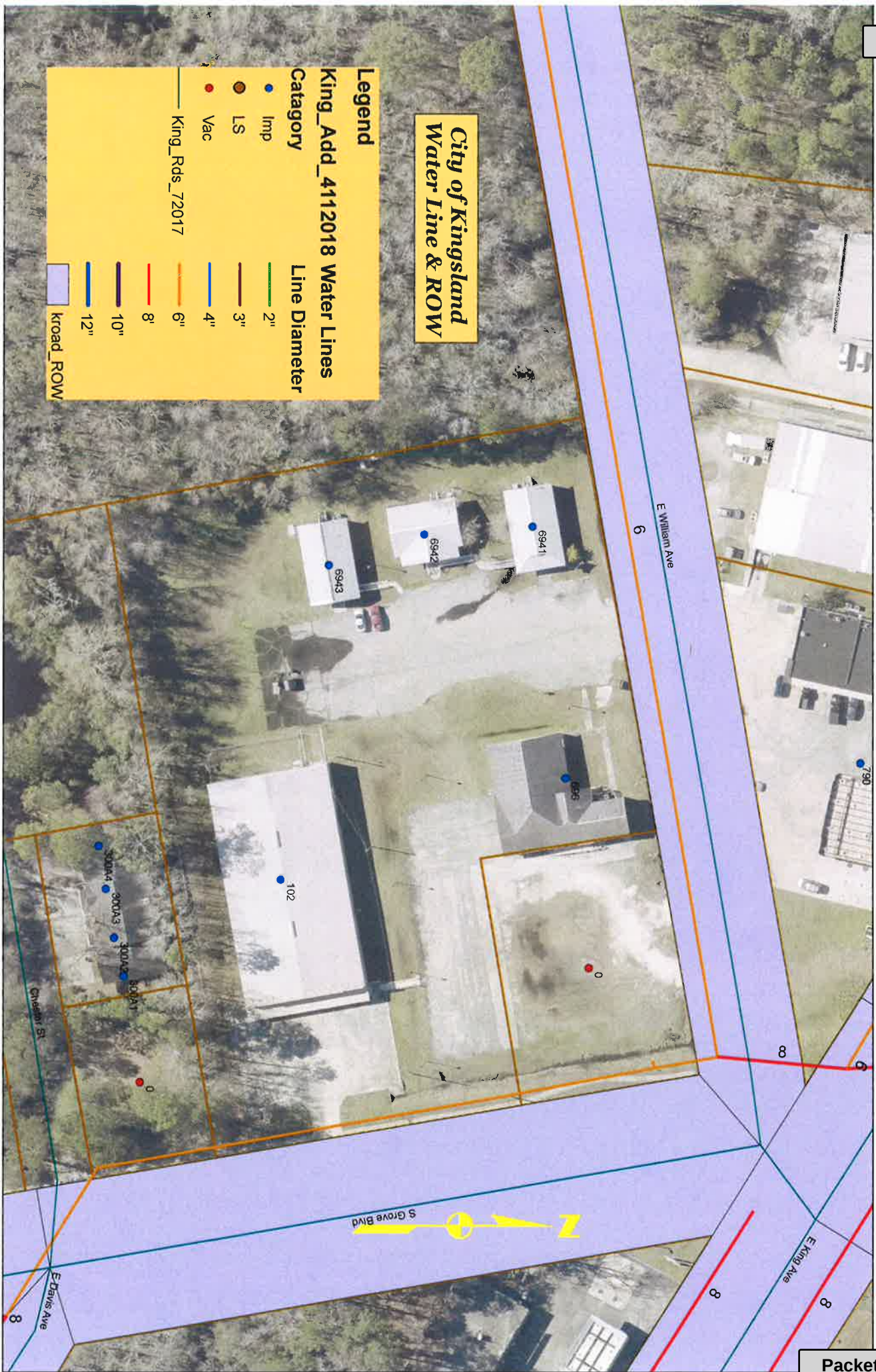
Zoning: C-2

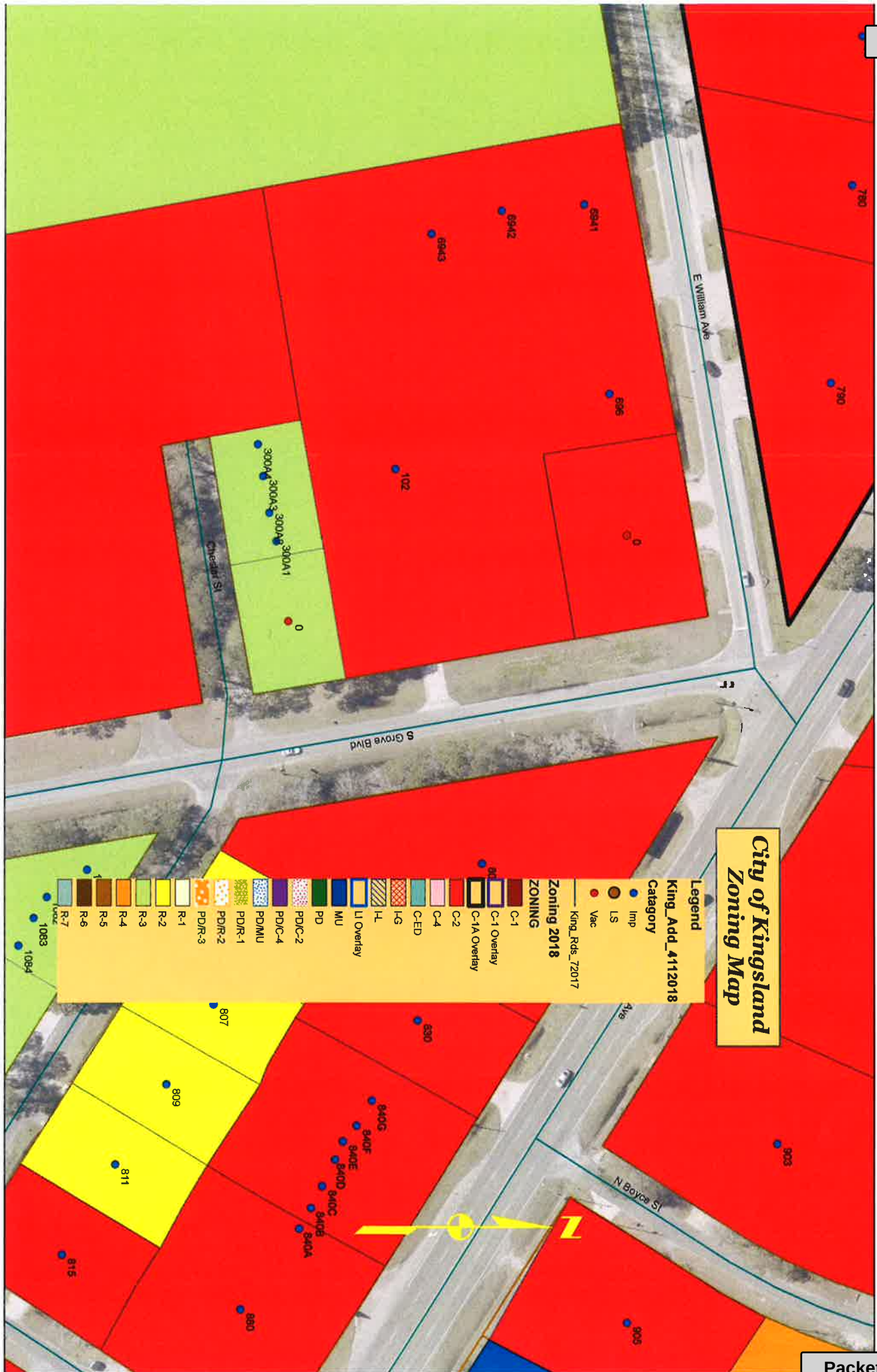
Is Proposal Consistent with the Comprehensive Plan? N/A

Staff Recommendation: Staff recommends approval with the following condition that the applicant has agreed to:

- 1) If the water line, that is located in the City ROW adjacent to the applicant's property, needs to be repaired or replaced, the city will have to right to move the building if the placement of building does not allow access for equipment or materials to do the work.

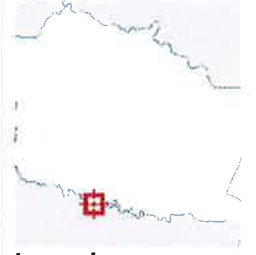
Scott L. Kimball
Planning & Zoning Director







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 K22 03 009
Class Code Commercial
Taxing District KINGSLAND
 KINGSLAND
Acres 2.26

Owner DAVIS & SON ENTERPRISES
 230-B SOUTH LEE STREET
 KINGSLAND, GA 31548
Physical Address 102 GROVE AVE
Assessed Value Value \$727925

Last 2 Sales			
Date	Net Price	Reason	Qual
9/17/2013	0	GV	U
7/14/2005	0	FY	U

(Note: Not to be used on legal documents)

Date created: 5/4/2022

Last Data Uploaded: 5/4/2022 5:43:32 AM

Developed by  Schneider
GEOSPATIAL



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: June 6, 2022

City Council Meeting Date: June 13, 2022

Agenda Item: Variance for Parcel 082 H037, 121 Castle Oak Court.

Background: The applicant did obtain a building permit for the Planning Dept. and discovered after the storage building was placed on the property, that the front corner of the building is 3' from the side property line and not within the 5' setback requirement. The applicant also stated the tax assessor's property lines showed that there would have been enough space to be within the 5' requirement. However, after a survey was completed by the applicant's neighbor, the previous property line was shown to be incorrect.

Summary: Jean & Steve Joiner are requesting a 2' variance to the to the 5' side yard setback requirements for an accessory building. The purpose of the request is for a storage building that has been placed in the side yard of the property.

Zoning: PD/R-1

Is Proposal Consistent with the Comprehensive Plan? N/A

Staff Recommendation: Staff recommends approval of the variance request.

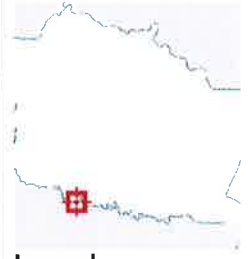
Scott L. Kimball

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	082H 037	Owner	HUPPMAN JEAN M	Last 2 Sales			
Class Code	Residential		121 CASTLE OAK COURT	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	8/14/2003	0	FY	U
	KINGSLAND	Physical Address	121 CASTLE OAK CT	9/1/1996	\$70000	FM	Q
Acres	0.12	Assessed Value	Value \$147199				

(Note: Not to be used on legal documents)

Date created: 5/4/2022

Last Data Uploaded: 5/4/2022 5:43:32 AM

Developed by  Schneider
GEOSPATIAL



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: June 6, 2022

City Council Meeting Date: June 13, 2022

Agenda Item: Ordinance 2022-08 to Amend Ordinance 2011-01, Article VI, Sec. 61 of KLADO

Summary: The Kingsland DDA is requesting the amendment to be approved that will allow additional uses as well as prohibiting certain uses in the C-1, C-1A, C-2, and C-5 Zoning Districts. The amendment will also allow for the adoption of the expanded DDA Boundary map. Amendment and map are attached.

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). Defined as the properties immediately adjacent both East and West of U. S. Highway 17 (Lee Street) from the Southern boundary of Chester Street to the Northern boundary of Lilly Street.*

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.
 - ~~(p) Hobby Supplies~~
 - ~~(q) Sporting goods~~
 - ~~(r) Amusement enterprises include the provision of stage entertainment~~
 - ~~(s) Museum~~
 - ~~(t) Open air market~~
 - ~~(u) Temporary uses including sales of Christmas trees, carnival and church bazars, but not including seasonal sales of fruits and vegetables from roadside stands. Such uses shall not be permitted for a period to exceed two months in any calendar year.~~
- (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.
- (f) Hotels, Motels, Bed and Breakfast Inn
- (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.~~

Formatted: list3

Commented [LHS1]: Allowable outside of the immediate one block downtown CBD

Commented [LHS2]: Included in "office" space.

Commented [LHS3]: Added in Sec 61.1.2 (e)

Commented [LHS4]: Moved to Section 6.1.1.2 paragraph 1

61.1.3. ~~The following~~ Additional 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, photostating, 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 Fee 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 serviceself-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)





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: June 6, 2022

City Council Meeting Date: June 13, 2022

Agenda Item: Ordinance 2022-09 to Amend Ordinance 2011-01, Article V, Sec. 54.2.3, #7 of KLADO.

Summary: The amendment will reduce the required parking spaces from 7 to 5 for each 1,000 square feet, for Shopping Centers up to 15 acres in size. Most cities parking requirements for shopping centers of this size are 5 spaces per 1,000 square feet. This change will also increase the greenspace area and reduce the impervious surface runoff area for storm water.

Is proposal consistent with the Comprehensive Plan? N/A

Staff Recommendation: Staff recommends approval

Scott L. Kimball

Planning Director

ARTICLE V. - GENERAL PROVISIONS

Sec. 54. - Off-street automobile parking per district.

54.2.3. Businesses:

(7) Shopping Centers - ~~Seven (7)~~ Five (5) spaces for each 1,000 square feet of floor area for centers up to 15 acres in size and 5.5 spaces for each 1,000 square feet for centers over 15 acres in size.



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

Planning and Community Development Staff Report

City Council Meeting Date: June 13, 2022

Agenda Item: Alcohol License for Exit 7 Travel Shop

Summary: Robert Williams Jr. has applied for an alcohol license for Exit 7 Travel Shop located at 1870 Harriet's Bluff Rd. The purpose of the alcohol license will be for retail sale of packaged beer/wine. No issues were found during the background and fingerprint checks.

Zoning: C-4 (Interchange Commercial)

Staff Recommendation: Chief of Police and the Planning Department Staff recommends approval of the Alcohol License.

Scott L. Kimball

Planning & Zoning Director

Attachment: Exit 7 Travel Shop Alcohol License (3906 : Approval Of: Alcohol License for Exit 7 Travel Stop LLC)

The undersigned hereby stipulates and states that all statements given in this application are true and correct and made for the purpose of inducing aforesaid City to issue or renew said alcoholic beverage license(s). Applicant further states this document is sworn to and subscribed hereto with the full knowledge that any statement herein, given falsely shall constitute perjury and may result in the revocation of the license granted or the refusal to grant such license. The applicant agrees to comply and abide by the City's Alcoholic Beverage Ordinance.

Applicant further acknowledges that application must be fully completed at the time of filing and that applications may not be supplemented, amended, or revised after filing with the Clerk, except to correct misspelling or names.

APPLICANT HEREBY AGREES AND CONSENTS PURSUANT TO PUBLIC LAW 93-579 OF THE PRIVACY ACT OF 1974, THE DISCLOSURE OF INFORMATION OBTAINED IN THIS APPLICATION MAY BE SUBMITTED TO ANY AGENCY OF THE CITY, COUNTY, STATE, AND FEDERAL GOVERNMENT FOR THE PURPOSES OF OBTAINING THE NECESSARY INFORMATION TO PROCESS THE APPLICATION.

INITIAL

I have read, understand, and will comply with all rules and regulations set forth in Ordinance No. 2003-23. (Available for viewing at City Hall, Kingsland Community Planning & Development Building, or online at www.kingslandgeorgia.com)

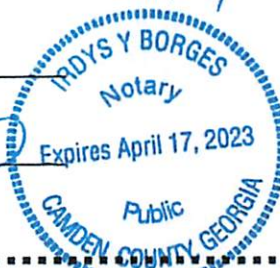
Sworn to and subscribed to this 3 day of MAY, 2022

Robert Williams Jr.

APPLICANT (s)

WITNESS

NOTARY PUBLIC
(SEAL)



To be completed by City Officials

Recommendation of Planning Dir. ☒ Approve ☐ Disapprove SK Initials

Recommendation of Police Chief ☒ Approve ☐ Disapprove JKC Initials

Recommendation of Building Insp. ☒ Approve ☐ Disapprove JS Initials

Date of Publication 5/12 + 5/19/22

Dates of Reading by Council 6/13/22

Council Voted to: ☐ Approve ☐ Disapprove ☐ Initials

Date License Issued (subject to Council Approval): 6/14/22

Notice of the public hearing on the application for the license shall be published once a week for two weeks in the official newspaper of the city wherein legal advertisement are published. After the application is complete and all information is received by the license officer, a public hearing will be scheduled on the application by the council. In addition, if the proposed location does not have an existing license, a sign shall be posted by the license officer on premises at least 15 days prior to the public hearing.



City of Kingsland

POLICE DEPARTMENT

Dr. C. Grayson Day, Jr.
Mayor

To Scott Kimball,

May 12, 2022

A background investigation was conducted for the Alcohol Beverage License application submitted by Robert Williams for the Exit 7 Travel Stop LLC dba Exit 7 Travel Shop, 1870 Harriett's Bluff Rd. Woodbine, GA 31569. The findings are:

A local criminal background check was conducted for Robert Williams and there is nothing that would disqualify him from licensing. There is no record of Williams having any negative contact with law enforcement with the Kingsland Police Dept. or any law enforcement in the region. An internet/social media search for Williams did not locate any information that would disqualify him from licensing.

I spoke with the three persons listed as references on the application.

On 05/10/2022, I spoke with Howard Carswell, 706-485-3551. Carswell stated he has known Williams for approximately 20-30 years. Carswell stated he knows of no reason why Williams should not be granted this application.

I was unable to make contact with Howard Cills, 706-485-8557.

On 05/11/2022, I spoke with Kerry Hand, 404-217-2311. Hand stated he has known Williams for approximately 3 years. Hand stated he knows of no reason why Williams should not be granted this application.

Based on the above information I believe Robert Williams is qualified for this alcohol license.

Respectfully,

A handwritten signature in blue ink that reads "Sean Rafferty".

Sean Rafferty
Criminal Investigations Division
Kingsland Police Dept.
912-729-8260

Attachment: Exit 7 Travel Shop Alcohol License (3906 : Approval Of: Alcohol License for Exit 7 Travel Stop LLC)



COGENT  SYSTEMS
Georgia Applicant Processing Services

Acknowledgement

I authorize Cogent Systems, Inc. to conduct a fingerprint based criminal history record check of me.

I understand that Cogent Systems, Inc. will send my fingerprints to the Georgia Crime Information Center for a search of criminal history information in its files and to the Federal Bureau of Investigation for a search of its files when a federal record check is so authorized.

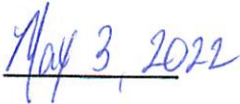
I understand that the electronic results of this fingerprint check will be received by Cogent Systems, Inc. and forwarded to the agency responsible for determining my suitability for the position for which I have applied.

I further understand that Cogent Systems, Inc. will not maintain a copy of my record and that Cogent Systems, Inc. meets all confidentiality and security requirements for handling and dissemination of state and federal criminal history record information.

By: _____



Date: _____



CITY OF KINGSLAND, GEORGIA
SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) FORM
O.C.G.A. § 50-36-1(E)(2) AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT

By executing this affidavit under oath, as an applicant for a(n) Occupational Tax Certificate, as referenced in O.C.G.A. § 50-36-1, from the City of Kingsland, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) X I am a United States citizen.

Please see link for acceptable forms of identification: <http://law.ga.gov/immigration-reports>

2) I am a legal permanent resident of the United States. **

Please see link for acceptable forms of identification: <http://law.ga.gov/immigration-reports>

3) I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. **

Please see link for acceptable forms of identification: <http://law.ga.gov/immigration-reports>

My alien number issued by the Department of Homeland Security or other federal immigration agency is:

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

DL (please attach copy of document)

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Kingsland (City), GA (State).

Signature of Applicant

Date

Robert Williams Jr.

Printed Name of Applicant

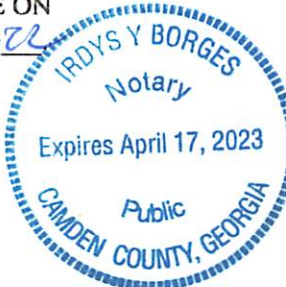
Business License Acct. No.

Sales Tax ID No.
(If Applicable)

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 3rd DAY OF May, 2022

NOTARY PUBLIC/SEAL

My Commission Expires: 4/17/23



**E-VERIFY FORM
CITY OF KINGSLAND AFFIDAVIT
O.C.G.A. § 36-60-6(d) E-VERIFY PRIVATE EMPLOYER AFFIDAVIT OF COMPLIANCE**

By executing this affidavit under oath, as an applicant for a(n) _____
[Occupational Tax Certificate, Alcohol License or other document required to operate a business] as referenced in
O.C.G.A. § 36-60-6(d), from the City of Kingsland, Georgia, the undersigned applicant representing the private employer
known as EXIT 7 Travel Stop LLC [printed name of private employer] verifies one of
the following with respect to my application for the above mentioned document:

- 1) a) _____ On January 1st of the below signed year the individual, firm, or corporation employed more than ten
(10) employees.
b) ✓ On January 1st of the below signed year the individual, firm, or corporation employed less than ten
(10) employees. (Exempt from E-Verify Program)

If the employer selected 1(a) please fill out Section 2 below.

2) _____ The employer has registered with and utilizes the federal work authorization program in accordance with the
applicable provisions and deadlines established in O.C.G.A. § 13-10-90. The undersigned private employer also attests
that its federal work authorization user identification number and date of authorization are as listed below:

Federal Work Authorization User Identification Number

BUSINESS ACCOUNT NO. 5607

May 3, 2022
Date of Authorization

SALES TAX ID NO. (Only if Applicable)

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false,
fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20,
and face criminal penalties allowed by such statute.

Executed in Kingsland (City), GA (State).

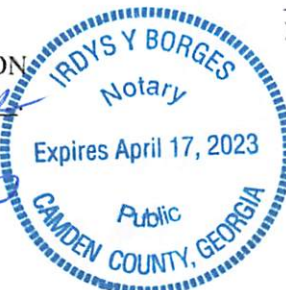
Robert Williams Jr
Signature of Applicant

May 3, 2022
Date

Robert Williams Jr
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 3rd DAY OF May, 2022

Deepest N. Jones
NOTARY PUBLIC/SEAL



My Commission Expires: 4/17/23

CITY OF KINGSLAND NOTICE OF SCHEDULED PUBLIC HEARING FOR AN ALCOHOL LICENSE APPLICATION

The City of Kingsland City Council will hold a public hearing on the alcohol license application for Exit 7 Travel Stop LLC, Robert Williams, Jr. acting agent. The business is located at 1870 Harriets Bluff Rd. and the purpose of the alcohol license will be for retail sale of packaged beer/wine.

Notice is hereby given that a public hearing on the application is scheduled for the City Council meeting on Monday, June 13, 2022 at 6:00 p.m. at 107 S. Lee St. in the City Council Chambers. Anyone desiring to address the City Council regarding this application may do so in person or virtually via WEBX. Please check the City website for instructions.

A Copy of the application is available at the Community Planning & Development office located at 105 S. Lee St.

may 12 & 19

OPERATION STONEGARDEN MEMORANDUM OF UNDERSTANDING

WHEREAS, the below subscribed law enforcement agencies have joined together in a multi-agency effort intended to combat criminal activity associated with the illegal Border crossings, human trafficking, alien smuggling, and illicit drugs or other contraband; and

WHEREAS, the Camden County Sheriff's Office is the recipient of a federal grant disbursed by the Georgia Department of Emergency Management to assist law enforcement in investigating and combating criminal activity associated with the illegal Border crossings, human trafficking, alien smuggling, and illicit drugs or other contraband by providing funding for expenses and overtime funding, which are incurred by law enforcement as a result of such investigations,

NOW THEREFORE, the parties agree as follows:

Each of the undersigned law enforcement agencies approve, authorize, and enter into this Agreement for the purposes and goals indicated below:

Current Parties to This Agreement:

The Camden County Sheriff's Office
Kingsland Police Department

Additional parties may enter into this Agreement at a later date upon signing the Agreement upon the approval of the Camden County Sheriff's Office. Any party may cancel its participation in this Agreement upon delivery of written notice of cancellation to all Parties to the Agreement.

MISSION

Operation Stonegarden provides for law enforcement efforts primarily with regard to the investigation prevention, and apprehension of persons involved in criminal activity associated illegal Border crossings, human trafficking, alien smuggling, and illicit drugs or other contraband. The Parties to this Agreement are contributing personnel and resources in support of these efforts, with the operations of the Participating Agencies being coordinated by the Camden County Sheriff's Office.

JURISDICTION

The principal site of operations activity shall be within Camden County, Georgia. Nothing in this Agreement shall be construed as to grant jurisdiction outside a Participating Member's normal territorial boundaries. The appropriate federal and/or state authorities will be contacted should an investigation extend outside the jurisdiction of the respective agency.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee of the Participating Agencies.

COMPOSITION AND SUPERVISION

The undersigned agencies agree that the Camden County Sheriff's Office, as the grant recipient, shall be the lead agency of the Operation. The Camden County Sheriff's Office Operational Commander will be responsible for determining the operational needs. The authorization of overtime and any other expenditures

will be the responsibility of the Camden County Sheriff's Office (as the grant recipient), to the extent that the costs will be funded - as permitted - by the federal grant disbursed by GEMA.

LIABILITY AND COST-RELATED ISSUES

Each Party to this Agreement agrees to assume its own liability and responsibility, as outlined below, for the acts, omission, or conduct of such Party's own employees while such employees are engaged in operations related to this Agreement.

Each Party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, automobile liability insurance and workers' compensation insurance policies or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each Party to adequately insure such Party's liability assumed herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity.

Each Party agrees to provide the other Parties, upon request, with proof of insurance (comprehensive general liability, professional liability, automobile liability and workers' compensation) or proof that the Party maintains a self-insurance fund.

Each Party (indemnitor) hereby shall, to the extent permitted by law, indemnify from any liability and hold harmless the other Parties (indemnities), their employees, agents, or servants against liability including, but not limited to, court costs and attorneys' fees, arising from any actions, causes of actions, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, brought against the indemnities, their employees, agents, and servants as a result of the indemnitor, its employees, agents or servants' negligent acts or negligent omissions, while acting within the scope of their employment. Each Party will at all times be entitled to the benefits of sovereign immunity to the fullest extent as allowed under Georgia law. Nothing contained herein shall be construed as a waiver of sovereign immunity.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, and vessels to render services to this Agreement in order to affect the purposes of the Agreement and agrees to bear the cost of loss or damage to such equipment, vehicles, or property. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources.

Each participating agency shall compensate its employees during the time they participate in operations and shall defray the actual expenses of its employees while so engaged, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in operations. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement. This provision shall not preclude payment of compensation (including overtime compensation), if allowed, through the use of Operation Grant funds, as agreed to by the Parties.

CCSO and KPD shall provide law enforcement officers to perform work on Operation Stonegarden on an overtime status. KPD officers will not work overtime on Agreement related operations without the approval of the CCSO command. CCSO shall be responsible for reimbursing KPD for overtime hours worked, including FICA and retirement fringe benefits, subject to available Grant funding. The number of hours and frequency of hours will be determined by CCSO based upon available funds, intelligence reports and other ongoing investigations.

FORFEITURE ACTIONS

Forfeiture actions based upon seizures made by the Participating Agencies may be pursued in either state or federal actions. The agency initiating the operation shall be responsible for pursuing any forfeiture action stemming from the operation/investigation. Distribution of any proceeds from a successful forfeiture action shall be dispersed based on the respective roles of support provided by the parties.

RECORDS AND REPORTS

The Parties to this Agreement agree to forward a copy of all operational reports via USPS mail, email communication, or fax which will be maintained by the Camden County Sheriff's Office. All original case reports evidence will be maintained by the lead-investigating agency for each individual case.

In accordance with the CBP grant disbursed to the Participating Agencies through the Camden Sheriff's Office, the CBP may order a review and audit of operations with regard to the seizure and handling of all evidence, property, or cash or any other aspect of Agreement operations. The Parties agree to cooperate in any such audit by allowing full access to documents, personnel, and facilities necessary to perform the audit function.

TERM OF AGREEMENT

This Agreement shall be effective as to the executing Parties upon execution by the Camden County Sheriff's Office and at least one other participating Agency. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party. This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original.

This Agreement shall remain in full force as to all participating Parties unless otherwise terminated as provided herein. The Agreement may be terminated without cause by CCSO.

This Agreement may be terminated upon the consent of all participating Parties. Any Party may withdraw its individual participation upon notification to all participating Parties.

IN WITNESS WHEREOF, the Parties hereto sign on the date specified.

Camden County Sheriff's Office

Kingsland Police Department

James Proctor, Sheriff of Camden County

James K Chaney, Acting Chief of Police

Date: _____

Date: _____

Approved as to form and legal sufficiency
Subject to execution by the parties.

Approved as to form and legal sufficiency
subject to execution by the parties.

John Myers, General Counsel

Steven Blackerby, City Attorney

**EFC SAM 7 PRODUCTIONS INC
LOCATION RELEASE**

"Project": STILL A MYSTERY S7

"Property": Located at 1190 Boone Ave, Kingsland, GA, 31548531 N. Lee Street and inclusive of all items on or about the Property, including all chattels and fixtures (collectively, the "Property").

"Term": Commencing on or about May 13, 2022 and continuing through May 13, 2022.

This Location Agreement ("Agreement") is entered into as of May 13, 2022 by and between Lee SpellThe City of Kingsland, Georgia ("You" or "Your") and EFC SAM 7 PRODUCTIONS INC ("Producer") for Producer's use of the Property in connection with the Project.

In consideration for the rights granted herein, subject to the execution of this Agreement, and other good and valuable consideration, receipt of which You hereby acknowledge.

You grant to Producer and its employees, contractors, agents, licensees and assigns the right: (a) to enter, remain on and occupy the Property during the Term with personnel and equipment for the purpose of recording, filming, taping and/or photographing in connection with the Project and undertaking related activities; (b) to make audio and video recordings (including without limitation photographs) on and of the Property, including all advertisements, logos, photographs, and other artwork on, in and about the Property, excluding any city seal or logo of the City of Kingsland or seal or logo of any tenant; and (c) irrevocably, to edit, broadcast and/or transmit such recordings in all manners, formats and media now known or hereafter devised throughout the universe in perpetuity in such manner and to such extent as Producer may desire, whether or not in connection with the Project. All rights of every kind in such recordings in all manners, formats and media now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights) shall be solely owned throughout the universe in perpetuity by Producer. The rights herein granted include without limitation the right to record all structures and signs located on the Property, the right to record any and all activities, conduct, and conditions occurring or existing on the Property, and the right to refer to the Property by its correct name or any fictitious name. Producer shall not be obligated to produce the Project, to make any actual use of recordings made on or of the Property or to use any name connected with the Property in connection with the Project or any other program. Producer shall use reasonable care to prevent damage to the Property and shall indemnify and hold harmless You and all other parties lawfully in possession of the Property for any claims, demands, and causes of action of any person based upon personal injuries or property damage suffered by such person resulting directly from any act or omission on Producer's part in connection with Producer's use of the Property. In the event that Producer's use of the property is prevented or hampered by weather or occurrences beyond Producer's control (including, but not limited to, weather-related delays) (each, a "Force Majeure Event"), Producer shall have the right to use the Property without any additional charge for an amount of additional time equal to the time that was not used due to the Force Majeure event, commencing at a mutually agreeable time following the end of the Force Majeure Event.

You represent and warrant that You are the owner and/or authorized representative of the Property, own all items on or about the Property, including all fixtures, chattels and personal property, and that You have the authority to grant Producer the permission and rights herein granted, and that no one else's permission is required. You release Producer and all parent, sister and related entities of Producer, all licensees, successors, assigns of Producer, all distributors, exhibitors, stations, sponsors and advertising agencies of the Project or other program incorporating any audio and video recordings taken on or of the Property, and all of the officers, directors, agents, employees and shareholders of each of the foregoing from any and all claims, demands and costs arising from or related to any of the use of the recordings made on the Property as contemplated herein. In the event of any action or claim arising out of or related to this Agreement, the use of the Property or the use or exploitation of the recordings made on or of the Property, You shall be limited to an action for monetary damages and You specifically acknowledge that You shall not be entitled to equitable or injunctive relief, all of which You knowingly waive. In no event shall You be permitted to prevent or inhibit the exhibition, distribution, broadcast or other use or exploitation of any audio or video recordings made on or of the Property. Producer may transfer and assign this agreement or all or any of its rights or privileges hereunder to any entity or individual without restriction. This release shall be binding on all of Your successors-in-interest and heirs.

You hereby represent and warrant that: (i) you have the full legal right and authority to enter in to this agreement; (ii) all personal property, inclusive of all fixtures and chattels, located in or on the Property belongs to you; (iii) you have removed any and all hazardous and dangerous materials and items from the Property; (iv) you have removed any and all artwork, photographs and any other items that may infringe on any third-party rights from the Property; and (v) none of the items, including personal property, fixtures and chattels, located on or about the Property are stolen or have been acquired illegally.

This Agreement expresses the entire understanding between the parties with respect to the subject matter hereof and may not be changed, modified, or terminated except in writing. If any provision of this Agreement is adjudged to be void or unenforceable, same shall not affect the validity of this Agreement or of any other provision hereof. This agreement, its validity, construction and effect shall be governed by the laws of the Province of Ontario of Ontario State of Georgia. The parties hereto agree to submit to jurisdiction in the Province of Ontario State of Georgia.

Formatted: Left, Indent: Left: 0.07", Right: 0.07", Space Before: 5.95 pt, Tab stops: 4.28", Left 5.76", Left + 7.18", Left + Not at 1.46"

APPROVED AND ACCEPTED:**Owner:****Producer:**

By: _____

By: _____

Print Name: _____

NOTE: If agent/manager signs on Owner's behalf please complete the following:

I, _____, warrant and represent that I am the authorized agent and representative of the above named Owner of the Premises and I have been expressly authorized by Owner to license Producer to photograph the Premises and grant to Producer all the rights granted to Producer under this Agreement, and I have, by my signature above, bound Owner to the terms and conditions of this Agreement.

Agent/Manager for Owner_____
Print Name_____
Agent's Telephone Number



AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2022, between **Blue Line Solutions, LLC** (herein “BLS”), and the **City of Kingsland** (herein “City”), a City in the State of Georgia.

WHEREAS, BLS has the legal possession and processes, referred to collectively as the “Automated Speed Enforcement System” (herein “ASE System”), and

WHEREAS, City desires to use the ASE System to monitor excessive speeding infractions and other potential traffic violations, issue traffic notices of violations and evaluate traffic movement and safety, affirms it has no other such equipment or service provider, and has the right, power and authority to execute this Agreement.

NOW THEREFORE, the parties agree:

As used in this Agreement, the following words and terms shall apply:

“Notice of Violation” means a Notice of Violation issued by a competent state or authorized law enforcement agency or by a court of competent jurisdiction relating to an infraction evidenced by the ASE System.

“Person” or **“persons”** means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

“ASE System” means Automated Speed Enforcement System, described as photographic traffic monitoring devices capable of accurately detecting a traffic infraction and recording such data with images of such vehicle. Each ASE system will contain a minimum of one LIDAR/camera for each lane of travel in which enforcement is conducted.

“Violation” means operating a motor vehicle within a school zone in excess of ten miles per hour over the speed limit on a school day during the time in which instructional classes are taking place and one hour before such classes are scheduled to begin and for one hour after such classes have concluded.

2. BLS AGREES TO PROVIDE:

The scope of work identified in **Exhibit A**.

3. CITY AGREES TO PROVIDE:

The scope of work identified in **Exhibit B**.



4. TERM AND TERMINATION

a. The initial term of this Agreement shall be for 3 (three) years beginning on the date when the first Notice of Violation is issued. This Agreement shall automatically renew for successive 1 (one) year terms unless either party provides written notice of its intent not to renew the Agreement at least thirty (30) days prior to the expiration of the current term.

Either party shall have the right to terminate this Agreement by written notice:

- i) At any time during the term of this Agreement without cause with 30-day notice, provided however, (x) if the City terminates the Agreement prior to the expiration of any term, the City shall pay the applicable costs set forth in Exhibit C; and (y) the City shall not terminate this Agreement without cause in the first year of the term;
- ii) If applicable law is changed so as to prohibit or substantially interfere with the operation or feasibility of the ASE System or the parties' obligations under this Agreement;
- iii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection may occur if the terminating party notifies the other party of its intent to terminate, stating the specific grounds therefore, and the other party fails to cure the default within sixty (60) days after receiving notice.

b. Upon any termination of this Agreement, the parties recognize that BLS and City will use their best efforts to continue to process any and all pending Notices of Violations. Accordingly, the parties shall have the following obligations which continue during the termination process: City shall cease using the ASE System, shall allow BLS to retrieve all equipment to BLS within a reasonable time not to exceed 30 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both parties, BLS and City shall continue to process all images and Notices of Violation that occurred before termination in accordance with this Agreement and BLS shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect.

c. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the ASE System or the underlying Infraction are unconstitutional, illegal or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the ASE System or the enforcement of the underlying infraction, shall also automatically terminate this agreement.



5. ASSIGNMENT AND EFFECT OF AGREEMENT

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the City hereby acknowledges that the performance of BLS's equipment and obligations pursuant to this Agreement require a significant investment by BLS, and that, in order to finance such investment, BLS may be required to enter into certain agreements or arrangements with financial institutions or other similar entities. The City hereby agrees that BLS shall have the right to assign or pledge its rights under this Agreement in connection with any financing subject to the City's prior written approval, which approval shall not be unreasonably withheld or delayed. The City further agrees that in the event BLS provides written notice to the City that it intends to assign or pledge its rights pursuant to this Agreement, and in the event that the City fails to provide such approval or fails to object within thirty (30) days after its receipt of such notice from BLS, then BLS shall be free to effect such transaction.

This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and assigns as permitted by law.

6. FEES AND PAYMENT

City shall pay BLS for all equipment, services and maintenance based on the Service Fee schedule indicated in **Exhibit C**.

BLS shall collect and accumulate all payments to City on a monthly basis and provide proper payment to City on or before the 15th day of the following month. City shall forward to BLS any payments received by City directly from violators within three (3) days of receipt, in order for BLS to process and reconcile all payments due and owing under this Agreement.

7. AVAILABILITY OF INFORMATION

BLS agrees that all relevant information obtained by BLS through operation of the ASE System shall be made available to City at any time during BLS's normal working hours upon reasonable notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of Notices of Violation or the fulfillment of BLS's obligations to City under this Agreement.

8. CONFIDENTIAL INFORMATION

No information provided by BLS to City will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by BLS. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable.



9. OWNERSHIP OF SYSTEM

It is understood by the City that the ASE System, and all associated hardware and software being provided by BLS is, and shall remain, the sole property of BLS, unless separately procured by City. The ASE System is being provided to City only pursuant to the terms of this Agreement. City agrees that it shall not make any modifications to BLS's equipment, nor disassemble or perform any type or reverse engineering to the ASE System, nor infringe on any property or patent rights, nor cause or allow any other Person to do any of the foregoing. The parties agree that upon termination of this Agreement for any reason, BLS shall have the right, but not the obligation, to remove any equipment provided.

10. INDEMNIFICATION

City shall at all times comply with all federal, state and local laws, ordinances and regulations. City acknowledges that they reasonably believe the ASE System and associated citation procedures comply with federal, state, and local laws and ordinances. City shall comply with the maintenance procedures and manufacturer recommendations for operation of the ASE System equipment.

City shall indemnify and hold harmless BLS against any claims arising from:

- a. Violation by the City or its employees and agents of any federal, state and local laws, ordinances and regulations;
- b. Any claims arising from violations that are not the result of BLS's failure to follow proper maintenance procedures and manufacturer recommendations for operation of the equipment;
- c. Any claims as a result of the negligence or willful misconduct of the City, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of BLS;

BLS shall indemnify and hold harmless the City against any claims arising from negligence or willful misconduct of BLS, its officers and directors, agents, attorneys, and employees.

11. LIMITED LIABILITY

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability arising out of or relating to this Agreement.



12. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, unusually severe weather, epidemics, strikes, or governmental authority approval delays or denials. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

13. CORRESPONDENCE BETWEEN PARTIES

All notices required to be given under this Agreement shall be deemed provided upon the date postmarked when mailed by first class mail, or by registered mail, and addressed to the proper party at the address set forth in paragraph 21 below.

14. DISPUTE RESOLUTION

Both parties desire all disputes arising out of or in connection with this Agreement to be resolved through good-faith negotiations between the parties, and to be followed if necessary, by professionally-assisted mediation within 45 days. Any such mediator must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to attempt to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and remain confidential. Each party will bear its own costs in the mediation and will equally share the fees and expenses of the mediator.

15. ADDITIONAL SERVICES

Additional systems and services provided by Blue Line Innovations Holdings may be added to this Agreement by mutual consent of the parties in writing as an addendum to this Agreement. All other terms and conditions shall remain the same. In the event the City agrees to contract for other services provided by BLS or companies owned by Blue Line Holdings, LLC whether or not associated with the program herein, City authorizes BLS to withdraw invoiced amounts on a one time basis, or monthly basis, whichever is chosen by the City, as payment for products/services. Such services may include but are not limited to In-Car Video Systems, Body Worn Cameras, Video/Evidence Storage, & Automated License Plate Recognition Systems.

16. VALIDITY AND CONSTRUCTION OF TERMS

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and all remaining provisions of this Agreement shall remain in full force and effect.



17. ENTIRE AGREEMENT

This Agreement replaces any previous agreements and discussions and constitutes the entire agreement between the parties with respect to the subject matters herein. No amendments, modifications, or alterations of the terms herein shall be binding unless the same is in writing and duly executed by the parties.

18. AUDIT RIGHTS

Each party shall have the right to audit the records of the other party pertaining to the Notices of Violation issued pursuant to this Agreement solely for the purpose of verifying the accuracy of payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight hours' notice, at mutually convenient times. The cost of any such audit shall be borne by the party requesting the audit.

19. COVENANT OF FURTHER ASSURANCES

All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instrument and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereto or to carry out the intent of this Agreement.

20. NO AGENCY

The relationship between the parties shall be that of independent contractors, and the employees, agents and servants of either party shall in no event be considered to be employees, agents, or servants of the other party. This Agreement shall not create an agency relationship between BLS and City and neither party may incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

21. NOTICES

Any notices or demand which under the terms of this Agreement or under any law shall be in writing shall be made by personal service, first class mail, or by certified or registered mail to the parties at the following address:

Notices to Blue Line Solutions:

Mark Hutchinson, CEO
3903 Volunteer Dr., Suite 400
Chattanooga, TN 37416

Notices to City of Kingsland, GA:

Mayor Grayson Day
107 South Lee St./PO Box 250
Kingsland, GA 31548



22. COMPLIANCE WITH LAWS

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, provided it is consistent with the intent of the parties as expressed in this Agreement.

23. STATE LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the Customer.

Blue Line Solutions, LLC.

By: _____

City OF _____

STATE OF _____

Authorized Signature

Approved and authorized this _____ day of _____, 20_____.



Exhibit A

BLS Obligations and Scope of Work

- 1) BLS at the request of City shall perform an analysis on selected roadways to determine potential violation rates and assess the most suitable locations for the ASE System equipment.
- 2) BLS shall provide the quantities of ASE Systems equipment as indicated on Exhibit D. From time to time, the parties may agree to add or subtract the number of ASE Systems to be provided and may modify the location(s) if the parties agree in writing.
- 3) BLS shall provide an automated, web-based processing program for all valid Notices of Violation including image processing, mailing of the initial Notice and a reminder Notice, printing and mailing costs. The program shall be conducted in a timely manner to comply with any applicable statute of limitation for filing Notices of Violation. Subject to the approval and authorization from City, each Notice shall be delivered by First Class mail to the registered owner within the agreed or statutory period. City shall notify BLS of any Notice of Violation where there is no response, and a second reminder Notice, including a late fee as determined by City, shall be sent by First Class mail after the agreed or mandated time period. Subsequent notices or collections notification may be delivered by First Class, Certified Mail-Return Receipt Requested, or by process servers for additional compensation to BLS as agreed by parties.
- 4) BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Violation resulting from the ASE System assuming BLS is authorized to receive such registration data at no additional cost to the Customer.
- 5) BLS shall provide City with an Evidence Package to include a set of images with related documentation for each notice of violation challenged.
- 6) BLS shall provide necessary training for persons designated by the City, and provide reasonable public relations resources to City.
- 7) BLS shall provide an expert witness as reasonably necessary to establish judicial notice for contested violations to establish the accuracy and technical operations of the ASE System.
- 8) BLS shall maintain files with regular updates of specific Notices of Violation issued and shall update the status of all accounts based on the disposition information provided by City, indicating payments received, Notices of Violation outstanding, and cases otherwise closed, dismissed or resolved.
- 9) BLS shall provide to City a monthly report of ASE System results within fifteen days of the end of each calendar month. The report shall include the following information:
 - i) Total number of violation events.
 - ii) Total number of actionable violation events.
 - iii) Total number of Notices of Violation issued.
 - iv) Total number of Notices of Violation paid.
 - v) Such reports on ongoing operations as are required, or such other reports and documents as are mutually agreed upon between BLS and the City.



- 10) BLS shall provide all routine maintenance of ASE System equipment and timely respond to equipment repairs.
- 11) BLS will provide and install one (1) radar speed sign per ASE System utilized in school zones. The signs will be installed as per approved site construction plans.
- 12) BLS will provide and install one (1) photo enforcement warning sign per ASE system. The signs will be installed in strict compliance with State DOT regulations.
- 13) BLS will provide an equal amount of Automated License Plate Recognition (ALPR) cameras as the number of ASE Systems under this agreement at no additional charge to the City as long as this agreement remains in effect. Additional ALPR systems may be purchased as described in section 15 of this agreement.
- 14) BLS shall prepare and submit all permit applications and other documents as may be required for the issuance of any permits necessary for the placement or use of the ASE system. This shall include any permits required under O.C.G.A. § 40-14-18(a)(2). Notwithstanding anything to the contrary in the Agreement, the City may immediately and without penalty terminate this Agreement if the Department of Transportation rejects, denies, or cancels all permits required for the operation of all ASE systems.



Exhibit B

City Obligations and Scope of Work

- 1) City shall cause an authorized officer of the agency to carefully review each potential violation captured by the ASE System, and shall transmit an electronic signature to each Notice of Violation approved by City. City hereby acknowledges and agrees that the decision to issue a Notice of Violation shall be the sole, unilateral and exclusive decision of the authorized officer in such officer's sole discretion, and in no event shall BLS have the ability or authorization to make a Notice of Violation decision.
- 2) City shall provide a judge or hearing officer and court facilities to schedule and hear disputed citations.
- 3) City shall provide customary fine collection services for all final dispositions for contested violations. City agrees to reasonably pursue payments of valid Notices of Violation with service of follow-up letters or summons as required for contested violations.
- 4) City shall automatically transmit an electronic file in an agreed format to BLS with monthly updates of all Notice of Violation disposition information provided by the City indicating payments received or cases otherwise closed, dismissed or resolved for contested violations.
- 5) City shall direct its departments to cooperate with BLS with respect to required system and program implementation and provide reasonable access to City's personnel and facilities in order to permit BLS and City to fulfill the obligations under this Agreement.
- 6) The City agrees to use due diligence in working with BLS to acquire in a timely manner any necessary permits under its control, and approvals or other necessary documentation from the City as necessary for the operation of the ASE System.
- 7) City shall ensure the program and its enforcement procedures comply with all applicable laws and/or policies.
- 8) City shall complete and sign letter to NLETS authorizing BLS to retrieve vehicle data records for processing.
- 9) As necessary, City shall provide assistance to BLS in obtaining access to vehicle ownership records data, and if requested, provide a letter and support for BLS to use with appropriate licensing bureau agencies indicating that BLS is acting as an authorized agent of City for the purposes of accessing vehicle ownership information on behalf of City.
- 10) City will make available to BLS their Public Works Department, Electricians, or other staff to determine locations of poles, placement of poles, gaining access to electricity hookup, etc. needed. City will obtain all City, state, and City or special permits needed for placement of poles, electricity or any other service needed for the installation and usage of the ASE System.
- 11) City shall operate the ASE System each day school is in session, as authorized by law throughout the duration of the agreement. City shall supply BLS with appropriate school schedules and times for pre-programming of cameras for use, as provided by the school system.



- 12) City shall not capture infractions with ASE System outside the permitted time according to state statute, if applicable. This includes early dismissals, snow days, school cancellation, etc. City will have the ability to turn ASE System off during unpermitted use periods, however, may make a written request for BLS to turn ASE System off during unpermitted time periods.
- 13) City shall be responsible for reporting unpaid citations to the Department of Revenue in accordance with statutory requirements, if applicable.
- 14) City shall properly reimburse BLS for any damage to the ASE System caused by City, its employees, or authorized agents.
- 15) City shall issue a letter to BLS showing its authorized use for pole identified for ASE System to be mounted.
- 16) City shall provide a project manager or other designated individual with authority to execute City's responsibilities under the Agreement



Exhibit C Service Fees

The City agrees to the below financial terms:

Revenue from civil monetary penalties collected pursuant to this Agreement shall be shared between the two parties as follows:

The City's portion shall be **65%** of all paid civil monetary penalties, and BLS's portion shall be **35%** of all paid civil monetary penalties. No fees or charges will be assessed to the agency for non-paid violations.

BLS provides all ASE equipment, installation, wireless integration, & infrastructure. Pricing includes maintenance, processing services, first mailed notice, second reminder mailed notice, website and Call Center Support.

Costs associated with the ASE System installation, infrastructure, development, and implementation are recovered/amortized equally and monthly by BLS over the initial term of this agreement from net revenue generated and apportioned to BLS under this revenue sharing agreement. In the event the agreement is terminated by the City as allowed by Section 4.a.(i), prior to the end of the initial term of this agreement and, hence, the full recovery/amortization of above stated costs by BLS, the City will be responsible for the balance. The parties agree the cost of installation, infrastructure, development, and implementation of the ASE System is \$75,000 per installed ASE System, and upon early termination under Section 4.a.(i) prior to the end of the initial term of this agreement, the City shall reimburse BLS for such costs as prorated for any monthly periods remaining in the initial term of this Agreement. Full payment of all such costs will be due within 30 days after the date of termination.

Fees Charged to Violators

- A credit card convenience fee of \$5.90 to be charged to the violator using a credit/debit card (unless prohibited by state statute) for violation payment. Such convenience fees shall be collected by BLS during payment of violation and shall not be shared with City or included in City's share of Revenue.



Exhibit D

Number and Locations of ASE System Equipment:

The number of ASE System cameras and equipment, as well as the locations for installation will be determined after a careful analysis by City and BLS personnel, considering traffic dynamics, volume and safety assessments on the Customer's roadways. Based on such analysis, BLS and Customer have determined the following:

_____ ASE System(s) will be provided: Additional units may be added without contract amendment.

Agreed to this date:

Authorized Signature

Date

Blue Line Solutions, LLC Signature

Date

ORDINANCE #2022-10
AN ORDINANCE TO AMEND CHAPTER 22, SECTION 22-36 SUSPENSION OF SERVICE

Sec. 22-36. Suspension of service.

When water and sewer service is discontinued by the customer, the security deposit shall be refunded to the customer by the city provided (1) the wheeled garbage container is returned to the city in a serviceable condition, and (2) all water and sewer bills are paid in full.

- (1) Upon discontinuance of service for nonpayment, the customer's water meter will be turned off and the garbage container picked up by the city. The security deposit will be applied by the city toward settlement of the account and any balance will be refunded to the customer. However, if the security deposit is insufficient to cover the outstanding balance, the city may proceed to collect the balance in the usual manner provided by law for collection of debts.
- (2) As stated in section 22-35 above, service disconnected for nonpayment of bills will be restored only after bills and service charges (to reconnect water and to return the garbage container) are paid in full and an additional security deposit as may be required is made.
- (3) The city reserves the right to discontinue its service without notice for the following additional reasons:
 - a. To prevent fraud or abuse.
 - b. Consumer's willful disregard of the city's rules.
 - c. Emergency repairs.
 - d. Insufficiency of water supply due to circumstances beyond the control of the city.
 - e. Legal processes.
 - f. Direction of public authorities.
 - g. Strike, riot, fire, flood, or unavoidable accident.
 - h. Incomplete water/sewer or tap application.
 - i. Non-sufficient funds (NSF) check given to city.

~~There is a transfer fee of \$20.00 for transferring from one address to another within the city's water system. This will be added to the customer's bill at the time the transfer occurs.~~

(Ord. No. 2000-14, § 11, 9-25-2000; Ord. No. 2001-01, § 11, 2-12-2001; Ord. No. 2001-17, § 11, 8-27-2001; Ord. No. 2202-06, § 11, 6-10-2002; Ord. No. 2003-14, § 11, 6-9-2003; Ord. No. 2004-16, § 11, 7-26-2004; Ord. No. 2004-17, § 11, 8-23-2004; Ord. No. 2004-20, § 11, 10-25-2004; Ord. No. 2005-04, § 11, 4-25-2005; Ord. No. 2006-11, § 11, 4-24-2006; Ord. No. 2008-03, § 11, 2-18-2008; Ord. No. 2009-05, 6-8-2009; Ord. No. 2009-07, 7-13-2009; Ord. No. 2010-04, § 11, 7-12-2010; Ord. No. 2011-02, § 11, 7-26-2011; Ord. No. 2015-07, § 11, 5-11-2015 ; Ord. No. 2016-06 , § 11, 11-28-2016; Ord. No. 2017-13 , § 11, 12-11-2017; Ord. No. 2019-03 , § 11, 2-25-2019; Ord. No. 2019-08 , § 11, 9-23-2019)

Formatted: Footer Left

ORDINANCE #2022-10

AN ORDINANCE TO AMEND CHAPTER 22, SECTION 22-36 SUSPENSION OF SERVICE

Adopted this 13th day of June, 2022

Formatted: Superscript

Formatted: Section

Dr. C. Grayson Day, Jr., Mayor

Formatted: Block 1

Attest

Jean O. Segiler, city Clerk

Formatted: Block 1

Formatted: Footer Left