



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • AUGUST 8, 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 PD Amendment - Kingsland West Subdivision - Map & Parcels 082 005 & 082 005A -

BBC Investment Group, LLC has submitted an amended PD for Kingsland West Subdivision. The parcels are located on the east and west side of Henrietta Street containing approximately 144 acres. The new PD would include a mix of residential uses and amend the original setbacks and lot density. Zoning is PD/R-2.

2. Public Hearing for Residential Business - 105 Gladden Court - Map & Parcel K13 01 008 -

Melanie Widener has applied for a Residential Business Permit doing business as "Velvet Couture Cakes". The purpose of the business will be for a Home Bakery.

3. Public Hearing for the Purpose of Considering the Alcohol License for Florida-Georgia Railway Heritage Museum, Inc. -

Brian Young, acting agent for Florida-Georgia Railway Heritage Museum, Inc., is applying for an alcohol license for consumption of beer/wine/liquor on the premises. The business is located at 440 South Lee Street.

4. Public Hearing for the Purpose of Considering the for an Alcohol License for VCREATZE, LLC DbA Laurel Island Golf Course -

Nicholas Hanzlik, acting agent for VCREATZE, LLC, dba Laurel Island Golf Course is applying for an alcohol license for consumption of beer/wine/liquor on premises. The business is located at 233 Marsh Harbour Parkway.

II. CALL TO ORDER AND WELCOME GUESTS

III. ROLL CALL

Charles Grayson Day Jr.
James W Galloway
Farran Fullilove
Kristy Chance

Mayor
Councilman
Councilman
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. GRANTING AUDIENCE TO THE PUBLIC**VII. OLD BUSINESS**

- 1. 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.

VIII. PLANNING AND ZONING

- 1. 3956 : Approval of Residential Business-105 Gladden Ct.-Map & Parcel K13 01 008 -

Melanie Widener has applied for a Residential Business Permit doing business as "Velvet Couture Cakes". The purpose of the business will be for a Home Bakery. The applicant has been notified and agrees to the requirements of a Residential Business as noted in KLADO. An inspection of the area of the house where the business will take place, along with the parking area on the property, was completed by the planning staff and there were no issues found. Zoning is PD/R-1. Staff recommends approval with the following condition:

- 1) Applicant must submit a Cottage License issued by the county Health Dept. before a business license can be issued from the city.

Planning Commission recommends approval with condition listed.

2. Approval of Home Occupation - 107 Masters Way - Map & Parcel 120M 047 -
Ashley Renew has applied for a Home Occupation Permit for an online business known as "Millie Kates Boutique". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is PD/R-1.
Planning Commission recommends approval.

IX. NEW BUSINESS

1. Approval Of: Alcohol License for Florida-Georgia Railway Heritage Museum Inc. -
Brian Young, acting agent for Florida-Georgia Railway Heritage Museum, Inc., is applying for an alcohol license for consumption of beer/wine/liquor on the premises. The business is located at 440 South Lee Street.
2. Approval Of: Alcohol License for VCREATZE, LLC Dbs Laurel Island Golf Course -
Nicholas Hanzlik, acting agent for VCREATZE, LLC, dba Laurel Island Golf Course is applying for an alcohol license for consumption of beer/wine/liquor on premises. The business is located at 233 Marsh Harbour Parkway.
3. Approval Of: MOU Between Kingsland, Camden County and GDOT for Dredged Materials - Public Works Director Bill Coleman
A memorandum of understanding for removal and use of dredged materials located in Glynn County.

Staff recommends approval.

4. Update On: Community Development Block Grant - Disaster Recovery (CDBG-DR) Financials -
5. Bid Award: Four Police Vehicles from City of Darien Surplus -
With the closure of the Darien Police Department, Kingsland has the opportunity to purchase four fully equipped police vehicles (three 2019 Dodge Chargers and one 2015 Ford truck) at below market value. Total cost for all four vehicles is \$36,000. Council was polled on 7/27/2022 to purchase the vehicles. A majority vote in favor was received.

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 08/08/22 06:00 PM
Department: Planning and Zoning
Category: Amendment
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 3957)

DOC ID: 3957

Public Hearing for PD Amendment - Kingsland West Subdivision - Map & Parcels 082 005 & 082 005A

BBC Investment Group, LLC has submitted an amended PD for Kingsland West Subdivision. The parcels are located on the east and west side of Henrietta Street containing approximately 144 acres. The new PD would include a mix of residential uses and amend the original setbacks and lot density. Zoning is PD/R-2.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 08/08/22 06:00 PM
Department: Planning and Zoning
Category: Home Office Occupancy
Prepared By: Natalie Moreland

Initiator: Natalie Moreland

Sponsors:

AGENDA ITEM (ID # 3955)

DOC ID: 3955

Public Hearing for Residential Business - 105 Gladden Court - Map & Parcel K13 01 008

Melanie Widener has applied for a Residential Business Permit doing business as "Velvet Couture Cakes". The purpose of the business will be for a Home Bakery.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 08/08/22 06:00 PM
Department: City Clerk
Category: Public Hearing
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3961

AGENDA ITEM (ID # 3961)

Public Hearing for the Purpose of Considering the Alcohol License for Florida-Georgia Railway Heritage Museum, Inc.

Brian Young, acting agent for Florida-Georgia Railway Heritage Museum, Inc., is applying for an alcohol license for consumption of beer/wine/liquor on the premises. The business is located at 440 South Lee Street.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 08/08/22 06:00 PM
Department: City Clerk
Category: Public Hearing
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3963

AGENDA ITEM (ID # 3963)

**Public Hearing for the Purpose of Considering the for an
Alcohol License for VCREATZE, LLC Dba Laurel Island Golf
Course**

Nicholas Hanzlik, acting agent for VCREATZE, LLC, dba Laurel Island Golf Course is applying for an alcohol license for consumption of beer/wine/liquor on premises. The business is located at 233 Marsh Harbour Parkway.



City Council
107 South Lee Street
Kingsland, GA 31548

Meeting: 08/08/22 06:00 PM
Department: City Clerk
Category: Contract
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3910

TABLED

AGENDA ITEM (ID # 3910)

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.

HISTORY:

06/13/22

City Council

POSTPONED

Next: 08/08/22

Councilman Blount made a motion to postpone the decision on this contract until a new police chief has been appointed.

Councilman Fullilove seconded this motion.



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



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 08/08/22 06:00 PM
Department: Planning and Zoning
Category: Home Office Occupancy
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 3956)

DOC ID: 3956

Approval of Residential Business - 105 Gladden Court - Map & Parcel K13 01 008

Melanie Widener has applied for a Residential Business Permit doing business as "Velvet Couture Cakes". The purpose of the business will be for a Home Bakery. The applicant has been notified and agrees to the requirements of a Residential Business as noted in KLADO. An inspection of the area of the house where the business will take place, along with the parking area on the property, was completed by the planning staff and there were no issues found. Zoning is PD/R-1. Staff recommends approval with the following condition:

- 1) Applicant must submit a Cottage License issued by the county Health Dept. before a business license can be issued from the city.

Planning Commission recommends approval with condition listed.



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: August 1, 2022

City Council Meeting Date: August 8, 2022

Agenda Item: Residential Business Application for 105 Gladden Ct.,
 Map & Parcel K13 01 008

Background: Melanie Widener has applied for a Residential Business Permit doing business as “Velvet Couture Cakes”. The purpose of the business will be for Home Bakery. The applicant has been notified and agrees to the requirements of a Residential Business as noted in KLADO. An inspection of the area of the house the business will take place, along with parking area on the property, was completed by the planning staff and there were no issues found.

Zoning: PD/R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval with the condition:

1) Applicant must submit a Cottage License issued by the county Health Dept. before a business license can be issued from the city.

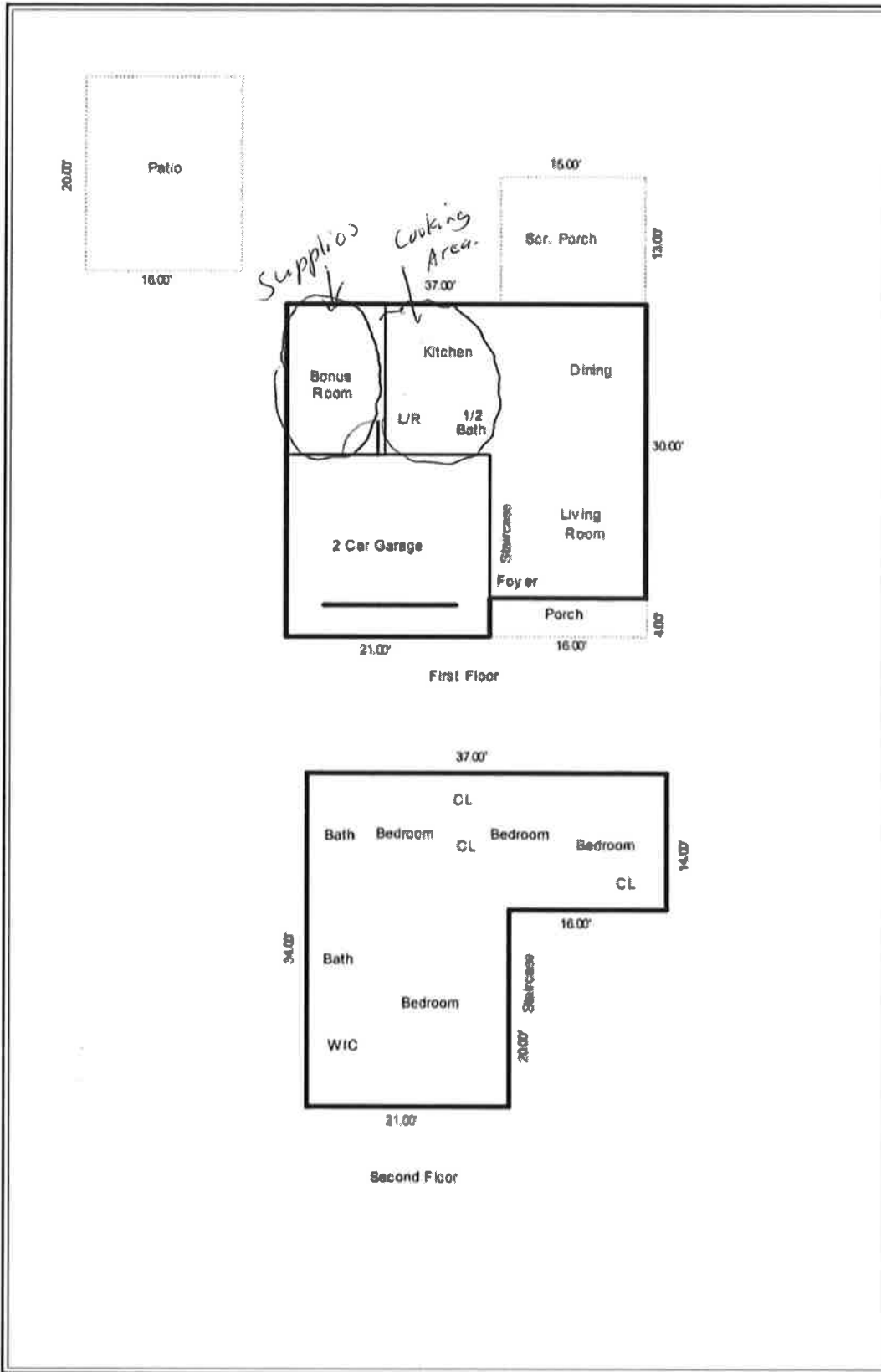
Scott L. Kimball

Planning & Zoning Director

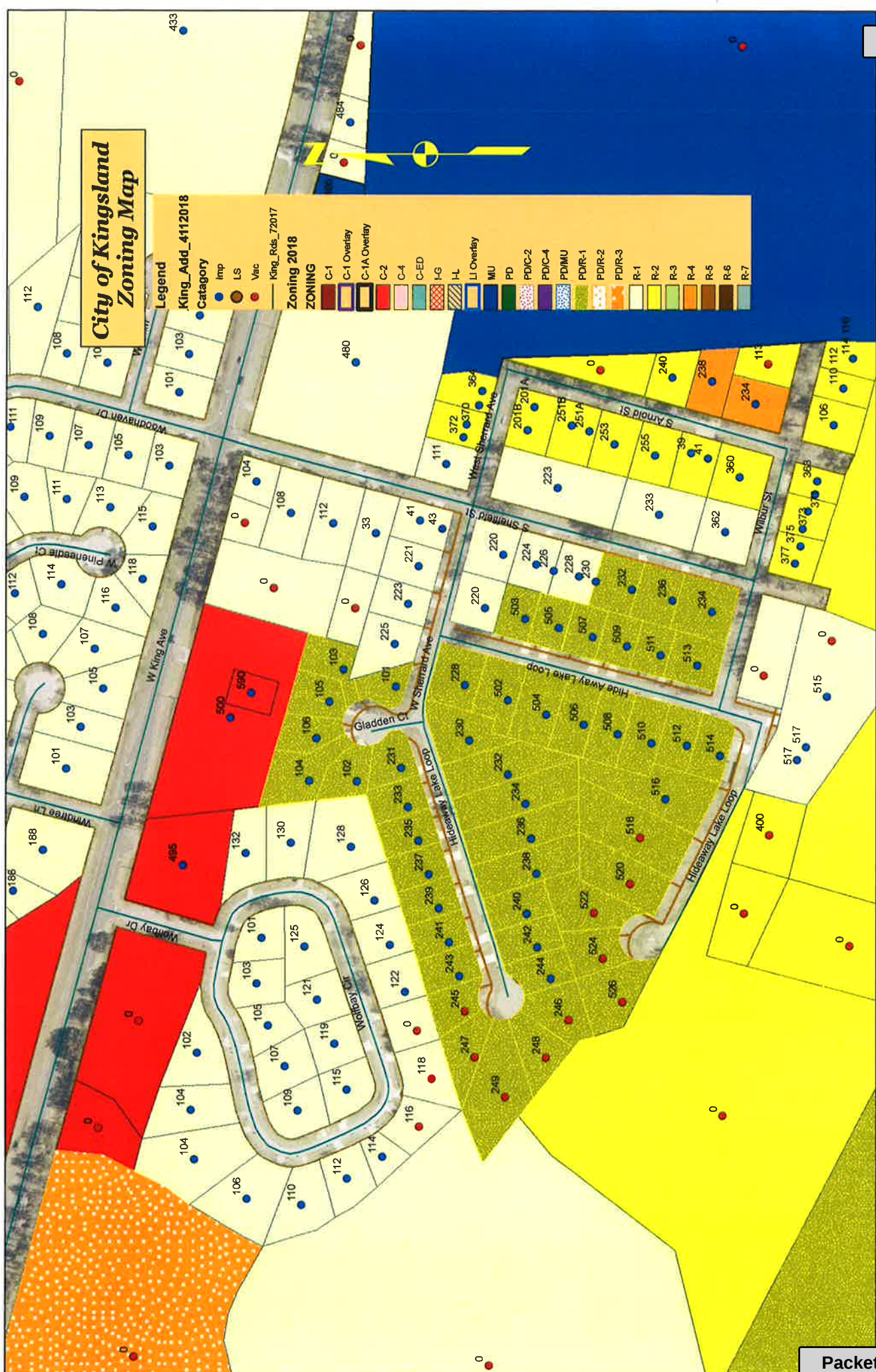
Cason Appraisal Services
SKETCH ADDENDUM

File No. 16-16-6-1353105
 Loan No.

Borrower	Widener, Donald A				
Property Address	105 Gladden Ct				
City	Kingsland	County	Camden	State	GA
Zip Code	31548				
Lender/Client	LoanDepot, LLC/VA				
Address	26642 Towne Centre Dr, Foothill Ranch, CA 92610				

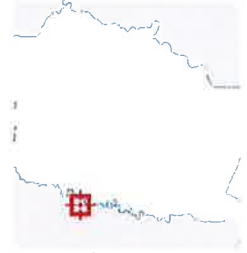








Overview



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 K13 01 008
Class Code Residential
Taxing District KINGSLAND
 KINGSLAND
Acres 0.22

Owner WIDENER DONALD A
 105 GLADDEN CT
 KINGSLAND, GA 31548
Physical Address 105 GLADDEN CT
Assessed Value Value \$214044

Last 2 Sales

Date	Net Price	Reason	Qual
6/17/2011	\$160000	AL	U
4/8/2011	0	VI	U

(Note: Not to be used on legal documents)

Date created: 7/8/2022

Last Data Uploaded: 7/8/2022 8:16:16 AM

Developed by  Schneider
GEOSPATIAL



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3954)

Meeting: 08/08/22 06:00 PM
Department: Planning and Zoning
Category: Home Office Occupancy
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

DOC ID: 3954

Approval of Home Occupation - 107 Masters Way - Map & Parcel 120M 047

Ashley Renew has applied for a Home Occupation Permit for an online business known as "Millie Kates Boutique". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is PD/R-1.

Planning Commission recommends approval.



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

Planning and Community Development Staff Report

Planning Commission Meeting Date: July 5, 2022

City Council Meeting Date: July 11, 2022

Agenda Item: Home Occupation for 107 Masters Way, Map & Parcel 120M 047

Summary:

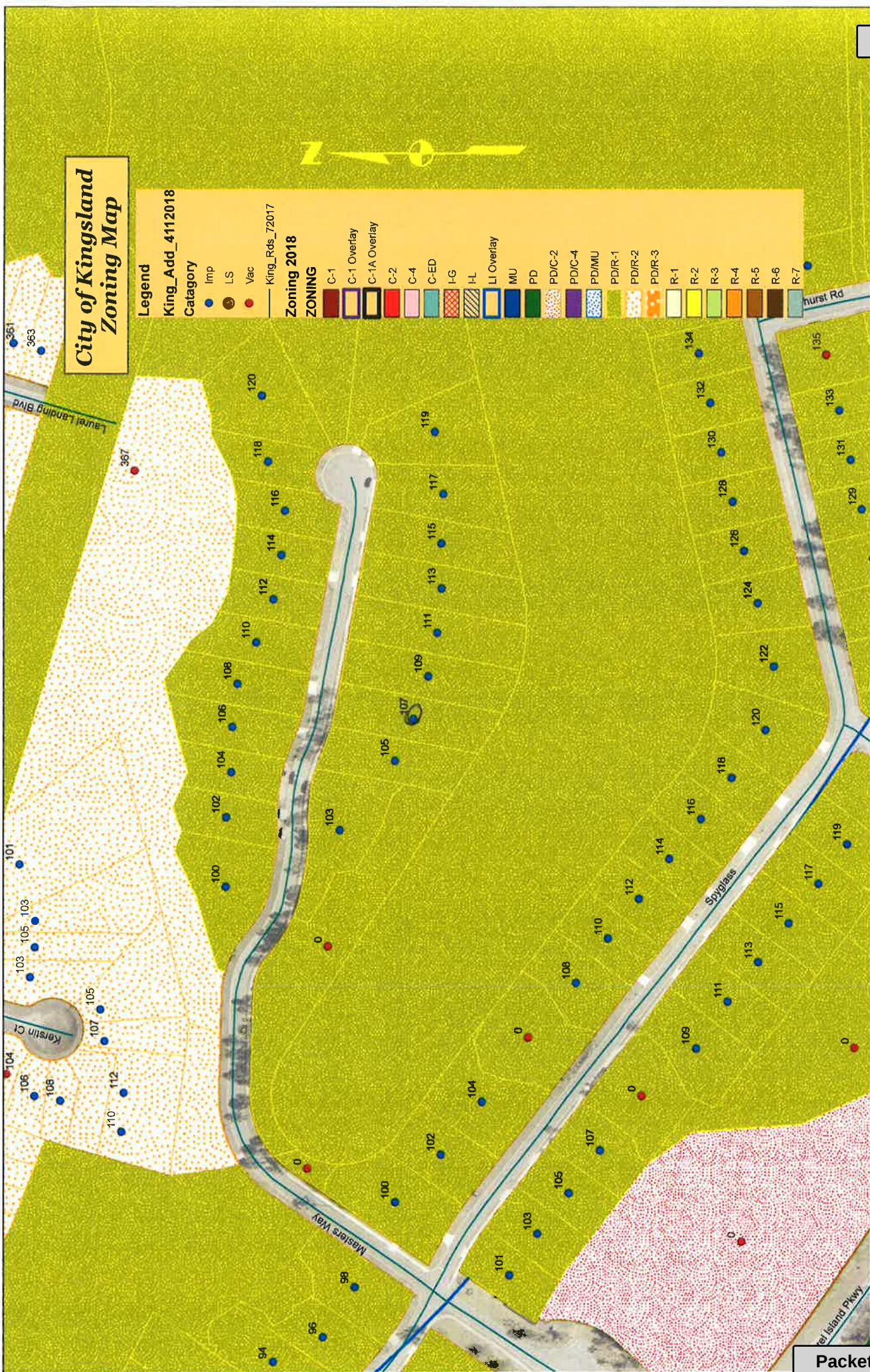
Ashley Renew has applied for a Home Occupation Permit for an on line business known as "Millie Kates Boutique". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO.

Zoning: PD/R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval

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	120M 047	Owner	RENEW ASHLEY & JUSTIN	Last 2 Sales			
Class Code	Residential		107 MASTERS WAY	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	6/15/2021	\$316000	AL	Q
	KINGSLAND	Physical Address	107 MASTERS WAY	5/2/2018	\$259900	FM	Q
Acres	0.4	Assessed Value	Value \$261016				

(Note: Not to be used on legal documents)

Date created: 6/9/2022

Last Data Uploaded: 6/9/2022 5:39:24 AM

Developed by  Schneider
GEOSPATIAL



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 08/08/22 06:00 PM
Department: City Clerk
Category: License
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3962

AGENDA ITEM (ID # 3962)

**Approval Of: Alcohol License for Florida-Georgia Railway
Heritage Museum Inc.**

Brian Young, acting agent for Florida-Georgia Railway Heritage Museum, Inc., is applying for an alcohol license for consumption of beer/wine/liquor on the premises. The business is located at 440 South Lee Street.



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: August 8, 2022

Agenda Item: Alcohol License for Vcreatzle LLC

Summary: Nick Hanzlik has applied for an alcohol license for the Laurel Links Golf Course located at 233 Marsh Harbour Pkwy. The purpose of the alcohol license will be for the sale of beer/wine/liquor by the drink. Mr. Hanzlik is the new owner of the golf course. No issues were found during the background and fingerprint checks.

Zoning: C-2 (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: Laurel Island Background (3962 : Approval Of: Alcohol License for Florida-Georgia Railway Heritage Museum Inc.)



City of Kingsland

POLICE DEPARTMENT

Dr. C. Grayson Day, Jr.
Mayor

Ricky Evans
Chief of Police

To Scott Kimball,

August 2, 2022

A background investigation was conducted for the Alcohol Beverage License application submitted by Nicholas Hanzlik for the Vcreatze LLC (Laurel Links Golf Course), 233 Marsh Harbor Pkwy, Kingsland, GA 31548. The findings are:

A local criminal background check was conducted for Hanzlik and no criminal history was located. There is no record of Hanzlik 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 Hanzlik did not locate any information that would disqualify Hanzlik from licensing.

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

On 08/02/2022, I spoke with Ronnie Tyre, 704-6161435. Tyre stated he has known Hanzlik for approximately 1 year as a work partnership. Tyre stated he knows of no reason why Hanzlik should not be granted this application.

On 08/02/2022, I spoke with Frank Gandhi, 516-447-1275. Gandhi stated he has known Hanzlik for approximately 6 months as a work partnership. Gandhi stated he knows of no reason why Hanzlik should not be granted this application.

On 08/02/2022, I was unable to make contact with Greg Childers the last of Hanzlik's references.

Based on the above information I believe Nicholas Hanzlik is qualified for this alcohol license.

Respectfully,

A handwritten signature in black ink, appearing to read 'Breanna Daniel', written over a horizontal line.

Breanna Daniel
Criminal Investigations Division
Kingsland Police Dept.
912-729-8261

Attachment: Laurel Island Background (3962 : Approval Of: Alcohol License for Florida-Georgia Railway Heritage Museum Inc.)

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

NH 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 12th day of July, 2022

Nick Hanzlik

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 AK Initials

Recommendation of Building Insp. ☒ Approve ☐ Disapprove JS Initials

Date of Publication 7/19 & 7/21/22

Dates of Reading by Council 8/8/22

Council Voted to: ☐ Approve ☐ Disapprove ☐ Initials

Date License Issued (subject to Council Approval): 8/9/22

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.



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: _____

Nick Herzl

Date: _____

07/11/22





City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3964)

Meeting: 08/08/22 06:00 PM
Department: City Clerk
Category: License
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3964

9.2

Approval Of: Alcohol License for VCREATZE, LLC Dbs Laurel Island Golf Course

Nicholas Hanzlik, acting agent for VCREATZE, LLC, dba Laurel Island Golf Course is applying for an alcohol license for consumption of beer/wine/liquor on premises. The business is located at 233 Marsh Harbour Parkway.



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: August 8, 2022

Agenda Item: Alcohol License for Vcreatze LLC

Summary: Nick Hanzlik has applied for an alcohol license for the Laurel Links Golf Course located at 233 Marsh Harbour Pkwy. The purpose of the alcohol license will be for the sale of beer/wine/liquor by the drink. Mr. Hanzlik is the new owner of the golf course. No issues were found during the background and fingerprint checks.

Zoning: C-2 (Interchange Commercial)

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

Scott L. Kimball

Planning & Zoning Director



City of Kingsland

POLICE DEPARTMENT

Dr. C. Grayson Day, Jr.
Mayor

Ricky Evans
Chief of Police

To Scott Kimball,

August 2, 2022

A background investigation was conducted for the Alcohol Beverage License application submitted by Nicholas Hanzlik for the Vcreatze LLC (Laurel Links Golf Course), 233 Marsh Harbor Pkwy, Kingsland, GA 31548. The findings are:

A local criminal background check was conducted for Hanzlik and no criminal history was located. There is no record of Hanzlik 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 Hanzlik did not locate any information that would disqualify Hanzlik from licensing.

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Based on the above information I believe Nicholas Hanzlik is qualified for this alcohol license.

Respectfully,

A handwritten signature in black ink, appearing to read 'Breanna Daniel', written over a horizontal line.

Breanna Daniel
Criminal Investigations Division
Kingsland Police Dept.
912-729-8261

Attachment: Laurel Island Background (3964 : Approval Of: Alcohol License for VCREATZE, LLC Dbs Laurel Island Golf Course)

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.

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INITIAL

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Sworn to and subscribed to this 12th day of July, 2022

Nick Hanzlik

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 AK Initials

Recommendation of Building Insp. ☒ Approve ☐ Disapprove JS Initials

Date of Publication 7/19 & 7/21/22

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Council Voted to: ☐ Approve ☐ Disapprove ☐ Initials

Date License Issued (subject to Council Approval): 8/9/22

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.



COGENT  SYSTEMS
Georgia Applicant Processing Services

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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: _____

Nick Marshall

Date: _____

07/11/22





City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 08/08/22 06:00 PM
Department: City Manager
Category: Memorandum of Understanding
Prepared By: Lee Spell

Initiator: Lee Spell
Sponsors: Public Works Director Bill Coleman

AGENDA ITEM (ID # 3953)

DOC ID: 3953

Approval Of: MOU Between Kingsland, Camden County and GDOT for Dredged Materials

A memorandum of understanding for removal and use of dredged materials located in Glynn County.

Staff recommends approval.

MEMORANDUM OF UNDERSTANDING
BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CAMDEN COUNTY, GA AND CITY OF KINGSLAND, GA

This Memorandum of Understanding (this "MOU") is made as of _____, 2022 (the "Effective Date") by and between the Georgia Department of Transportation, having a principal address of One Georgia Center, 600 West Peachtree N.W., Atlanta, Georgia 30308 (the "DEPARTMENT"), City of Kingsland, Georgia, having a principal address of P.O. Box 250, Kingsland, GA 31548, (the "City") and Camden County, Georgia, having a principal address of 200 E. 4th St Woodbine GA 31569 (the "County") (the DEPARTMENT, the CITY, and the COUNTY are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, the DEPARTMENT is the owner of certain river dredged materials (the "Dredged Materials") located on real property in Glynn County, Georgia, being more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Real Property"); and

WHEREAS, The COUNTY AND CITY wishes to obtain portions of the Dredged Materials from the DEPARTMENT and the DEPARTMENT wishes to transfer portions of the Dredged Materials to the COUNTY AND CITY, pursuant to the terms of this MOU.

NOW, THEREFORE, pursuant to the authority granted by the Constitution of the State of Georgia and in consideration of the mutual promises and terms and conditions contained herein, the Parties mutually covenant and agree as follows:

1. **Incorporation of Whereas Clauses.** The above "Whereas" clauses are hereby incorporated by reference as though fully set forth herein.
2. **Request for Materials.** Prior to entering the Real Property and removing any Dredged Materials, the COUNTY will submit a written request to the DEPARTMENT which shall set forth the estimated number of cubic yards of Dredged Materials to be removed and the timing of the removal from the Real Property (a "**Removal Request**"). Each Removal Request shall be delivered to Georgia Department of Transportation, Attn.: Intermodal Programs, 600 West Peachtree Street, Atlanta, Ga. 30308. Upon receipt of a Removal Request, the DEPARTMENT will have 30 days to review and either accept or reject such Removal Request. Upon acceptance of a Removal Request by the DEPARTMENT, the COUNTY AND CITY will be allowed to remove the Dredged Materials in accordance with such Removal Request and the terms of this MOU.

3. **Right of Entry.** The DEPARTMENT hereby agrees to give the COUNTY and CITY, its agents, independent contractors, and their employees, access to, over, under, and across the Real Property for the purpose of removing the Dredged Materials located on the Real Property in accordance with the approved Removal Request.

4. **Removal of Materials.** The COUNTY and CITY shall conduct the material removal operations in accordance with the following:
 - a. The gate to the Real Property shall remain closed and locked at all times, except for the immediate passage of manpower and equipment.
 - b. If, as the result of the testing or removal of Dredged Materials, the COUNTY and CITY interferes with the passable integrity of the access road and/or the top of dikes, the COUNTY and CITY will, at its own expense, restore the riding surface to its original condition at its own expense of such areas to their condition immediately prior to the commencement of the COUNTY's testing or removal, as applicable.
 - c. No Dredged Materials shall be removed within 200 lineal horizontal feet of the existing interior toe of embankment.
 - d. Dredged Materials shall be removed in a manner so as to ensure positive drainage toward the weirs. No depressions to allow water to pond shall remain after the removal is complete. No holes or pits shall remain after the removal is complete.
 - e. All work shall be coordinated with and under the supervision of a representative of the U.S. Army Corps of Engineers; contact Burt Moore at 912-652-6086.
 - f. The U.S. Army Corps of Engineers may be placing Dredged Materials, removing Dredged Materials, or performing maintenance work on the Real Property. There may be other parties removing Dredged Materials from the Real Property. Coordination of work among other parties shall be the responsibility of the COUNTY. The U.S. Army Corps of Engineers has priority use of the Dredged Materials.
 - g. The COUNTY shall be responsible for obtaining (including funding all fees) and abiding by any and all permits related to the COUNTY's performance hereunder that may be required from any state or local authority.
 - h. The COUNTY and CITY shall clean up and properly dispose of any and all fuels, lubricants, oils, litter, and other wastes that the COUNTY and/or its assigns deposit on the Real Property.
 - i. The COUNTY and CITY shall use commercially reasonable efforts to conduct its work on the Real Property in a manner that does not interfere, harm or disturb wildlife protected under state and federal law.
 - j. It will be the responsibility of the COUNTY to obtain any and all required state, federal, or local environmental permits or other required permits related to the area where it intends to place the Dredged Materials.

5. **Limited Representations and Warranties.** The Dredged Materials are being transferred "as is", "where is", and without any representations or warranties having been made by the DEPARTMENT to the COUNTY and CITY, except that the DEPARTMENT is the lawful owner of the Dredged Materials, and the Dredged Materials are free from all liens, security interests and encumbrances. The COUNTY and CITY expressly assumes all known and

unknown risk associated with ownership, possession or use of the Dredged Materials from this date forward and releases the DEPARTMENT of all responsibility related to the quality of material including engineering and environmental acceptability.

6. **Events Constituting Default.** An event that constitutes default is the failure of the COUNTY or CITY to conduct the material removal operations in accordance with any of the requirements set forth in Paragraph 4. In such an event, the DEPARTMENT shall require the COUNTY or CITY to cure the default at its own expense within thirty (30) days after receipt of written notice of such default from the DEPARTMENT. Should the COUNTY fail to satisfactorily cure the default, the DEPARTMENT may undertake any actions it deems necessary to cure the default. The COUNTY or CITY shall reimburse the DEPARTMENT for reasonable expenses directly related to the cure of the default. In addition, should the COUNTY or CITY fail to satisfactorily cure the default, the DEPARTMENT may deny any or all subsequent Removal Requests or the DEPARTMENT may terminate this MOU upon written notice of such termination to the COUNTY and CITY.
7. **Release.** Except as set forth below, this MOU is intended by the Parties to release the DEPARTMENT from all losses or claims for injuries or damages to the COUNTY and CITY, whether known, unknown, foreseen, unforeseen, patent or latent that the COUNTY may have against the DEPARTMENT that are related to this MOU, to the extent permitted by law. The COUNTY and CITY understands and acknowledges the significance and consequences of such specific intent to release all claims and hereby assumes full responsibility for any injuries, damages or losses that may incur, except to the extent such injuries, damages or losses are caused by the DEPARTMENT's negligence or other legal fault.

To the extent allowed by law, the COUNTY and CITY hereby agrees to indemnify and hold harmless the DEPARTMENT and all of its officers, members and employees from and against any and all claims, suits, demands, lawsuits, causes of action, liabilities, losses, damages, judgments, costs or expenses (including attorneys' fees) of every kind and nature whatsoever due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage (including inverse condemnation) (collectively "Losses") caused by, arising out of, in connection with, or resulting from any act or omission of the COUNTY or CITY, its agents, employees, contractors or others working at the direction of the COUNTY or on the COUNTY's behalf; or the breach of this MOU by the COUNTY. If and to the extent such Losses, as covered by this indemnification, are paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad From Liability Fund, the State Insurance and Hazard Reserve Fund, or other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division, the COUNTY or CITY agrees to reimburse the Funds for such monies paid out by the Funds.

This MOU is freely and voluntarily executed by the COUNTY and CITY and in executing this MOU, the COUNTY and CITY does not rely on inducements, promises, or representations made by the DEPARTMENT or any of its representatives.

8. **Authority.** Each party represents and warrants to the other that it has the authority to enter this MOU. This MOU constitutes the entire agreement between the Parties, and no other representation, warranties or agreements, either oral or written will be binding upon either Party with respect to the subject matter addressed herein.
9. **Termination.** This MOU shall commence on the Effective Date and shall be for a maximum of ten (10) years. The initial term will be for five (5) years, subject to renewal upon request by the COUNTY and approval by the DEPARTMENT for one additional five (5) year increment.
10. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Georgia and should any party institute suit concerning this MOU, venue shall be in the Superior Court of Fulton County, Georgia.
11. **Assignment.** This MOU shall not be assigned by any party to another person or entity whatsoever without the prior written consent of the Parties.
12. **Amendment; Waiver.** No term or provision of this MOU may be changed, waived, discharged except by an instrument in writing signed by both Parties.
13. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signed facsimile copies or PDF copies of this MOU will bind the parties to the same extent as original documents.

The DEPARTMENT and COUNTY have caused this MOU to be executed as of the Effective Date.

DEPARTMENT

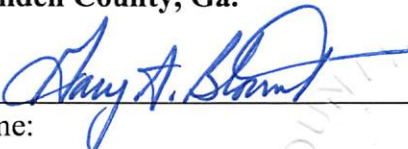
Georgia Department of Transportation

By: _____
 Name: Russell R. McMurry, P.E.
 Title: Commissioner

Attest: _____
 Angela O. Whitworth
 Title: Treasurer

COUNTY

Camden County, Ga.

By:  _____
 Name:
 Title:

Seal

CITY

City of Kingsland

By: _____
 Name: Lee H. Spell
 Title: City Manager
 Seal

EXHIBIT A**REAL PROPERTY DESCRIPTION**

All that certain tract or parcel of land situate, lying and being in the City of Brunswick, Glynn County, Georgia, and being that Island commonly known as Andrews Island (formerly known as Buzzard Island or Buzzard Roost Island), such land inclusive of the highlands and marshlands to the low water mark and laying adjacent to the East River on the North and on the East, and the Brunswick River on the South and Turtle River on the West.

The property is collectively comprised of 3 deeds in the Glynn County Clerk of Superior Court Records:

1. Quitclaim deed from Georgia Ports Authority to Georgia Department of Transportation dated July 30, 2001 recorded in deed book 0838, pages 188 to 191.
2. Warranty Deed from Brunswick and Glynn County Development Authority to The Georgia Department of Transportation dated July 25, 2001 recorded in deed book 0838, pages 124 to 127.
3. Warranty Deed from City of Brunswick to the Georgia Department of Transportation dated August 28, 2001 recorded in deed book 0838, pages 128 to 130.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 08/08/22 06:00 PM
Department: City Clerk
Category: Miscellaneous
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3960

AGENDA ITEM (ID # 3960)

Update On: Community Development Block Grant - Disaster Recovery (CDBG-DR) Financials



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3965)

Meeting: 08/08/22 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 3965

9.5

Bid Award: Four Police Vehicles from City of Darien Surplus

With the closure of the Darien Police Department, Kingsland has the opportunity to purchase four fully equipped police vehicles (three 2019 Dodge Chargers and one 2015 Ford truck) at below market value. Total cost for all four vehicles is \$36,000. Council was polled on 7/27/2022 to purchase the vehicles. A majority vote in favor was received.

Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

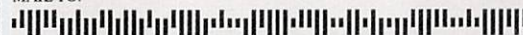
VEHICLE IDENTIFICATION NUMBER 1FTEW1CF0FFC15667	MAKE FORD	YEAR 2015	TYPE OF BODY TRUCK	MODEL LGT CONVTLN 'F	CYL 8	DATE ISSUED 08/20/2015
DATE VEHICLE PUR 08/04/2015	FUEL GASOLINE	NEW OR USED NEW	ODOMETER* 000023	PREVIOUS TITLE NBR / STATE OF ISSUE 373796152175952 /	NBR OF LIENS 0	COLOR WHI / WHI
			CURRENT TITLE NUMBER 775629152298133			

OWNER

CITY OF DARIEN
106 WASHINGTON ST
DARIEN GA 31305-9659

* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW.

MAIL TO:



T23

CITY OF DARIEN
PO BOX 452
DARIEN GA 31305-0452

1ST LIEN OR SECURITY INTEREST

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

RELEASE OF LIEN OR SECURITY INTEREST

DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT
1ST LIEN		BY
2ND LIEN		BY
3RD LIEN		BY



The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.

038124434

Lynette T. Riley

Packet Pg. 52

42251693

STATE REVENUE COMMISSIONER

Attachment: Darien Vehicles (3965 : Bid Award: Four Police Vehicles from City of

9.5.a

ASSIGNMENT AND WARRANTY OF TITLE BY OWNER

TO BE COMPLETED BY SELLER and delivered with the vehicle to the purchaser. Effective July 1, 2008, an application for new Certificate of Title must be made by the purchaser on the application form and filed within 30 days of date of purchase in order to avoid \$100.00 penalty. If the vehicle described hereon is junked or dismantled, the purchaser must file a statement with the Motor Vehicle Division within 72 hours. FEDERAL and State Law requires that you state the odometer reading in connection with transfer of ownership. Failure to complete ODOMETER STATEMENT OR providing a FALSE STATEMENT may result in fines and/or imprisonment. The undersigned hereby sells, assigns or transfers the vehicle described on the face of this certificate to:

ALL BLOCKS MUST BE COMPLETED ACCURATELY. SUBMIT SIGNED & NOTARIZED AFFIDAVITS EXPLAINING ANY ERRORS.

PURCHASER'S LEGAL

NAME
STREET
CITY
STATE & ZIP CODE

COUNTY OF
RESIDENCE

DATE OF SALE/TRANSFER
1/21/2022
Any alteration or erasure
of date of sale will result
in a \$10.00 Penalty Fee.

I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

95084
ODOMETER READING

NO
TEXTS

*CAUTION:
READ CAREFULLY
BEFORE YOU
CHECK A BLOCK

- ☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW:

Transferor's (SELLER'S)
Printed Name
Signature

Transferor's (BUYER'S)
Printed Name
Signature

DEALER (COMPLETE ALL SPACES IN FULL)

DO NOT USE RED INK

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW.

We also warrant this title and certify that the vehicle described herein has been transferred to the following:

Purchaser's Legal Name

Purchaser's Address

County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number

Unauthorized use may lead to prosecution

Registered Dealer's Name

I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING

NO
TEXTS

- ☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Transferor's (SELLER'S)
Printed Name
Signature

Transferor's (BUYER'S)
Printed Name
Signature

Purchaser's Legal Name

Purchaser's Address

County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number

Unauthorized use may lead to prosecution

Registered Dealer's Name

I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING

NO
TEXTS

- ☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Transferor's (SELLER'S)
Printed Name
Signature

Transferor's (BUYER'S)
Printed Name
Signature

Purchaser's Legal Name

Purchaser's Address

County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number

Unauthorized use may lead to prosecution

Registered Dealer's Name

I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING

NO
TEXTS

- ☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Transferor's (SELLER'S)
Printed Name
Signature

Transferor's (BUYER'S)
Printed Name
Signature

LIEN OR SECURITY INTEREST HOLDER TO BE RECORDED ON NEW TITLE

The lien/security interest holder must be shown on the title application

LIEN

LIEN/SECURITY INTEREST HOLDERS
Name
Address

ATTN: DEALERS AND DISTRIBUTORS. Retain a copy of front and back of this document. Retention period: 3 Years.

NOTICE: ANY ALTERATION OR ERASURE VOIDS THIS TITLE



Form T-7 (Rev. 09/2008)

BILL OF SALE

This bill of sale provides evidence that a transaction between the buyer and seller has taken place and that the odometer reading has been declared by the vehicle's seller and acknowledged by the vehicle's purchaser. **NOTE: If a COURT-ORDERED SALE, attach the court order and provide the case number under the Seller/Transferor Name Below.**

On 07/27/2022, I/we, CITY OF DARIEN
Month, Day & Year of Sale/Transfer Seller(s)/Transferor(s)' Full Legal Name(s)

106 WASHINGTON ST DARIEN, GA 31305
Seller(s)/Transferor(s)' Street Address, City, State & Zip

Court Order Case Number _____ Georgia Tax ID Number 58-6010579

Sold/transferred the following vehicle 2019 DODGE CHARGER VIN# 2C3CDXAT1KH538616
Vehicle Year /Make/Identification Number

To City of Ungislan
Purchaser(s)/Transferee(s)' Full Legal Name(s)

Purchaser(s)/Transferee(s)' Street Address, City, State & Zip

Seller(s)/Transferor(s) further states that there are no liens, security interests, or encumbrances on this vehicle except as listed below:

Lien, Security Interest or Encumbrance Holder(s)' Name(s)

Lien, Security Interest or Encumbrance Holder(s)' Street Address, City, State & Zip

Federal regulations require the seller(s)/transferor(s) to disclose the odometer reading and the purchaser(s)/transferee(s) to acknowledge the odometer reading upon the transfer of ownership of a vehicle that is not exempt from odometer disclosure requirements. Ten-model (10) years old and older vehicles are exempt from odometer disclosure requirements. If a vehicle is ten-model (10) years old or older, the seller/transferor may enter the word "exempt" in the space provided below for the odometer reading.

I/we hereby certify that to the best of my/our knowledge the odometer reading is 85631 (no tenths) and reflects the total actual mileage of the vehicle unless one of the following statements is checked:

- ☐ The mileage on the vehicle is in excess of the mechanical limits of the odometer.
☐ The odometer reading is not the actual mileage – **Warning Odometer Discrepancy**

The Information in this Section is Required for Vehicles Purchased Outside Georgia or Pursuant to a Court Order*		
1. Purchase Price (Cash price plus taxable fees & charges)		\$
2. Trade-in Allowance (Do not include down payment or any rebates.)	-	\$
3. Taxable Amount (Subtract line 2 from line 1 and record total.)		\$
4. Purchaser(s)' Georgia County of Residence:		
5. Georgia Sales Tax Rate in Purchaser's County	%	
6. Tax Due Amount (Amount on line 3 multiplied by sales tax rate on line 5):		\$
7. Credit (From sales tax paid to other state if applicable):	-	\$
8. Georgia Sales Tax Due (Amount shown on line 6 minus amount shown on line 7):		\$

Purchaser(s)/Transferee(s)' Signature(s)

Purchaser(s)/Transferee(s)' Printed Name(s)

Seller(s)' Transferor(s)' Signatures

Seller(s)/Transferor(s)' Printed Name(s)

Seller's GEORGIA Sales Tax Number (if applicable)

*Effective January 1, 2006, a Georgia title will not be issued (if title required) for a vehicle purchased out-of-state or purchased pursuant to a court order unless sales tax is not due, paid with the application for title, or proof of payment of Georgia sales tax is submitted, e.g. contract, dealer's invoice, bill of sale showing the amount of Georgia sales tax paid or the seller's valid Georgia sales tax number is recorded on the bill of sale.

Attachment: Darien Vehicles (3965 : Bid Award: Four Police Vehicles from City of Darien Surplus)



Form T-7 (Rev. 09/2008)

BILL OF SALE

This bill of sale provides evidence that a transaction between the buyer and seller has taken place and that the odometer reading has been declared by the vehicle's seller and acknowledged by the vehicle's purchaser. **NOTE: If a COURT-ORDERED SALE, attach the court order and provide the case number under the Seller/Transferor Name Below.**

On 07/27/2022, I/we, CITY OF DARIEN
Month, Day & Year of Sale/Transfer Seller(s)/Transferor(s)' Full Legal Name(s)

106 WASHINGTON ST DARIEN, GA 31305
Seller(s)/Transferor(s)' Street Address, City, State & Zip

Court Order Case Number _____ Georgia Tax ID Number 58-6010579

Sold/transferred the following vehicle 2019 DODGE CHARGER VIN# 2C3CDXAT5KH538618
Vehicle Year Make/Identification Number

To City of Ungstad
Purchaser(s)/Transferee(s)' Full Legal Name(s)

Purchaser(s)/Transferee(s)' Street Address, City, State & Zip

Seller(s)/Transferor(s) further states that there are no liens, security interests, or encumbrances on this vehicle except as listed below:

Lien, Security Interest or Encumbrance Holder(s)' Name(s)

Lien, Security Interest or Encumbrance Holder(s)' Street Address, City, State & Zip

Federal regulations require the seller(s)/transferor(s) to disclose the odometer reading and the purchaser(s)/transferee(s) to acknowledge the odometer reading upon the transfer of ownership of a vehicle that is not exempt from odometer disclosure requirements. Ten-model (10) years old and older vehicles are exempt from odometer disclosure requirements. If a vehicle is ten-model (10) years old or older, the seller/transferor may enter the word "exempt" in the space provided below for the odometer reading.

I/we hereby certify that to the best of my/our knowledge the odometer reading is 64765 (no tenths) and reflects the total actual mileage of the vehicle unless one of the following statements is checked:

- ☐ The mileage on the vehicle is in excess of the mechanical limits of the odometer.
☐ The odometer reading is not the actual mileage – **Warning Odometer Discrepancy**

The Information in this Section is Required for Vehicles Purchased Outside Georgia or Pursuant to a Court Order*		
1. Purchase Price (Cash price plus taxable fees & charges)		\$
2. Trade-in Allowance (Do not include down payment or any rebates.)	-	\$
3. Taxable Amount (Subtract line 2 from line 1 and record total.)		\$
4. Purchaser(s)' Georgia County of Residence:		
5. Georgia Sales Tax Rate in Purchaser's County	%	
6. Tax Due Amount (Amount on line 3 multiplied by sales tax rate on line 5):		\$
7. Credit (From sales tax paid to other state if applicable):	-	\$
8. Georgia Sales Tax Due (Amount shown on line 6 minus amount shown on line 7):		\$

Purchaser(s)/Transferee(s)' Signature(s)

Purchaser(s)/Transferee(s)' Printed Name(s)

[Signature]
Seller(s)' Transferor(s)' Signatures

Richard Braun City of Darien
Seller(s)/Transferor(s)' Printed Name(s)

Seller's GEORGIA Sales Tax Number (if applicable)

*Effective January 1, 2006, a Georgia title will not be issued (if title required) for a vehicle purchased out-of-state or purchased pursuant to a court order unless sales tax is not due, paid with the application for title, or proof of payment of Georgia sales tax is submitted, e.g. contract, dealer's invoice, bill of sale showing the amount of Georgia sales tax paid or the seller's valid Georgia sales tax number is recorded on the bill of sale.

Attachment: Darien Vehicles (3965 : Bid Award: Four Police Vehicles from City of Darien Surplus)



Form T-7 (Rev. 09/2008)

BILL OF SALE

This bill of sale provides evidence that a transaction between the buyer and seller has taken place and that the odometer reading has been declared by the vehicle's seller and acknowledged by the vehicle's purchaser. **NOTE: If a COURT-ORDERED SALE, attach the court order and provide the case number under the Seller/Transferor Name Below.**

On 07/27/2022, I/we, CITY OF DARIEN
Month, Day & Year of Sale/Transfer Seller(s)/Transferor(s)' Full Legal Name(s)

106 WASHINGTON ST DARIEN, GA 31305
Seller(s)/Transferor(s)' Street Address, City, State & Zip

Court Order Case Number _____ Georgia Tax ID Number 58-6010579

Sold/transferred the following vehicle 2019 DODGE CHARGER VIN# 2C3CDXAT3KH538617
Vehicle Year / Make/Identification Number

To City of Umesland
Purchaser(s)/Transferee(s)' Full Legal Name(s)

Purchaser(s)/Transferee(s)' Street Address, City, State & Zip

Seller(s)/Transferor(s) further states that there are no liens, security interests, or encumbrances on this vehicle except as listed below:

Lien, Security Interest or Encumbrance Holder(s)' Name(s)

Lien, Security Interest or Encumbrance Holder(s)' Street Address, City, State & Zip

Federal regulations require the seller(s)/transferor(s) to disclose the odometer reading and the purchaser(s)/transferee(s) to acknowledge the odometer reading upon the transfer of ownership of a vehicle that is not exempt from odometer disclosure requirements. Ten-model (10) years old and older vehicles are exempt from odometer disclosure requirements. If a vehicle is ten-model (10) years old or older, the seller/transferor may enter the word "exempt" in the space provided below for the odometer reading.

I/we hereby certify that to the best of my/our knowledge the odometer reading is 82713 (no tenths) and reflects the total actual mileage of the vehicle unless one of the following statements is checked:

- ☐ The mileage on the vehicle is in excess of the mechanical limits of the odometer.
☐ The odometer reading is not the actual mileage – **Warning Odometer Discrepancy**

The Information in this Section is Required for Vehicles Purchased Outside Georgia or Pursuant to a Court Order*		
1. Purchase Price (Cash price plus taxable fees & charges)		\$
2. Trade-in Allowance (Do not include down payment or any rebates.)	-	\$
3. Taxable Amount (Subtract line 2 from line 1 and record total.)		\$
4. Purchaser(s)' Georgia County of Residence:		
5. Georgia Sales Tax Rate in Purchaser's County	%	
6. Tax Due Amount (Amount on line 3 multiplied by sales tax rate on line 5):		\$
7. Credit (From sales tax paid to other state if applicable):	-	\$
8. Georgia Sales Tax Due (Amount shown on line 6 minus amount shown on line 7):		\$

Purchaser(s)/Transferee(s)' Signature(s)

Purchaser(s)/Transferee(s)' Printed Name(s)

[Signature]
Seller(s)/Transferor(s)' Signatures

Richard Braun
Seller(s)/Transferor(s)' Printed Name(s)

Seller's GEORGIA Sales Tax Number (if applicable)

*Effective January 1, 2006, a Georgia title will not be issued (if title required) for a vehicle purchased out-of-state or purchased pursuant to a court order unless sales tax is not due, paid with the application for title, or proof of payment of Georgia sales tax is submitted, e.g. contract, dealer's invoice, bill of sale showing the amount of Georgia sales tax paid or the seller's valid Georgia sales tax number is recorded on the bill of sale.

Attachment: Darien Vehicles (3965 : Bid Award: Four Police Vehicles from City of Darien Surplus)