



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • NOVEMBER 14, 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 Re-Zoning-Map & Parcel 082G 032 -

Austin Sawyer, with Southern Realty and Custom Homes, LLC, has applied for a re-zoning of parcel 082G 032 containing approximately 1.0 acre located at 205 Clarks Bluff Road and Creekwood Road. The applicant is requesting the parcel be re-zoned to R-3 (Medium and High Density Residential) for the purpose of building two quadraplexes on the parcel. Zoning is R-1.

2. Public Hearing for Variance - 441 South May Street - Map & Parcel K26 03 003A -

Leslie and Peter Fullerton are requesting a variance to KLADO - Article VII, Section 70-1.1 #2 -Minimum Lot width at building line. The applicant is requesting a 15' variance to the 75' building line width requirement for R-1 Zoning District. The purpose of the request is for a single family residence to be built on the newly created parcel with a building lot width of 60'. Zoning is R-1.

3. Public Hearing for the Purpose of Considering an Alcohol License for Osaka Ichiban 2, Inc. -

Darunee Phonwiang, acting agent for Osaka Ichiban 2, Inc., has applied for an alcohol license for the sale of beer/wine/liquor by the drink to be consumed on the premises. The business is located at 1390 East Boone Avenue in the Winn Dixie Shopping Center.

4. Public Hearing for the Purpose of Considering the Alcohol License for IFC-Kingsland LLC, DbA King's Restaurant -

Manuel Aguirre, Acting Agent for IFC-Kingsland LLC, DbA Kings Restaurant, is applying for an alcohol license for the sale of beer/wine/liquor to be consumed on the premises. The business is located at 105 North Lee Street.

II. CALL TO ORDER AND WELCOME GUESTS

III. ROLL CALL

Charles Grayson Day Jr.

Mayor

James W Galloway
Farran Fullilove
Kristy Chance
Alex Blount

Councilman
Councilman
Councilwoman
Mayor Pro Tem

IV. INVOCATION AND PLEDGE TO THE FLAG

V. CONSENT DOCKET

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

VI. PRESENTATION

- 1. Presentation: Marcie Costello - Camden House Update -

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

IX. PLANNING AND ZONING

- 1. Approval of Re-Zoning - Map & Parcel 082G 032 -

Austin Sawyer, with Southern Realty and Custom Homes, LLC, has applied for a re-zoning of parcel 082G 032 containing approximately 1.0 acre located at 205 Clarks Bluff Road & Creekwood Road. The applicant is requesting the parcel be re-zoned to R-3 (Medium and High Density Residential) for the purpose of building two quadrplexes on the parcel. Zoning is R-1. *Planning commission recommends approval.*

- 2. Approval of Variance - 441 South May Street - Map & Parcel K26 03 003A -

Leslie and Peter Fullerton are requesting a variance to KLADO - Article VII, Section 70-1.1 #2 -Minimum Lot width at building line. The applicant is requesting a 15' variance to the 75' building line width requirement for R-1 Zoning District. The purpose of the request is for a single family residence to be built on the newly created parcel with a building lot width of 60'. Zoning is R-1. *Planning Commission recommends approval.*

- 3. Approval of Final Plat-Marsh Harbour -

Bennett Surveying, Inc., acting agent for Joss Josselyn, has submitted an application for approval of the final plat for Marsh Harbour Subdivision. The developer wishes to offer 22 lots on 12.50 acres and will follow the PD that was submitted. All engineering reviews have been completed and accepted for the subdivision. The preliminary plat was approved by City Council on December 7, 2021. Zoning is PD-R-2. *Planning Commission recommends approval.*

4. Approval of Home Occupation-1083 Boone Avenue - Map & Parcel 095 002A -

Christine Luckhurst has applied for a Home Occupation Permit for a cleaning business known as "Christy's Cleaning Service, LLC". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is R-1. *Planning Commission recommends approval.*

5. Approval of Home Occupation - 210 Azalea Court - Map & Parcel 107G 042 -

Nichole Talbert has applied for a Home Occupation Permit for a residential cleaning business known as "Sparkle Clean, LLC". 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.*

X. NEW BUSINESS

1. Approval Of: Alcohol License for Osaka Ichiban 2, Inc. -

Darunee Phonwiang, acting agent for Osaka Ichiban 2, Inc., has applied for an alcohol license for the sale of beer/wine/liquor by the drink to be consumed on the premises. The business is located at 1390 East Boone Avenue in the Winn Dixie Shopping Center.

2. Approval Of: Alcohol License for IFC-Kingsland LLC, DbA King's Restaurant -

Manuel Aguirre, Acting Agent for IFC-Kingsland LLC, DbA Kings Restaurant, is applying for an alcohol license for the sale of beer/wine/liquor to be consumed on the premises. The business is located at 105 North Lee Street.

3. Approval Of: Amendment to KLADO Article XXI -

Amendment to the Kingsland Land Development Ordinance Article XXI Sec. 42 and Sec. 210 - Sec. 213 to provide that advertised public hearings are conducted before the Planning Commission rather than City Council and reduce the number of required public hearing from two to one in compliance with Public Zoning Law. Additionally, in compliance with O.C.G.A. Section 36-66-5, the amendment adds Sec. 213 to define factors to be considered when determining if a proposed zoning decision is appropriate.

Staff recommends approval.

4. Approval Of: Peachtree Recovery Property Damage Recovery Service Agreement

-

An amendment to the PRS Services Agreement, removing the language establishing a relationship between PRS and the Georgia Municipal Association. All other terms and conditions remain the same.

Staff recommends approval.

5. Approval Of: Amendment to Intergovernmental Services Agreement for Fire and Rescue Management Support Services -

Amendment to clarify leave payout at end of agreement.

Staff recommends approval.

6. Approval Of: Compensation Adjustment for Planning Commission Members -

Increase monthly compensation for appointed planning commission members from \$50.00 per month to \$100.00 per month contingent upon attendance of each regularly scheduled monthly meeting.

XI. MAYOR AND COUNCIL ANNOUNCEMENT

XII. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 11/14/22 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 4049)

DOC ID: 4049

Public Hearing for Re-Zoning-Map & Parcel 082G 032

Austin Sawyer, with Southern Realty and Custom Homes, LLC, has applied for a re-zoning of parcel 1082G 032 containing approximately 1.0 acre located at 205 Clarks Bluff Road and Creekwood Road. The applicant is requesting the parcel be re-zoned to R-3 (Medium and High Density Residential) for the purpose of building two quadraplexes on the parcel. Zoning is R-1.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 11/14/22 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 4052)

DOC ID: 4052

Public Hearing for Variance - 441 South May Street - Map & Parcel K26 03 003A

Leslie and Peter Fullerton are requesting a variance to KLADO - Article VII, Section 70-1.1 #2 - Minimum Lot width at building line. The applicant is requesting a 15' variance to the 75' building line width requirement for R-1 Zoning District. The purpose of the request is for a single family residence to be built on the newly created parcel with a building lot width of 60'. Zoning is R-1.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 11/14/22 06:00 PM
Department: City Clerk
Category: Purchase
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 4055)

DOC ID: 4055

Public Hearing for the Purpose of Considering an Alcohol License for Osaka Ichiban 2, Inc.

Darunee Phonwiang, acting agent for Osaka Ichiban 2, Inc., has applied for an alcohol license for the sale of beer/wine/liquor by the drink to be consumed on the premises. The business is located at 1390 East Boone Avenue in the Winn Dixie Shopping Center.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4057)

Meeting: 11/14/22 06:00 PM
Department: City Clerk
Category: Public Hearing
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4057

1.4

Public Hearing for the Purpose of Considering the Alcohol License for IFC-Kingsland LLC, Dba King's Restaurant

Manuel Aguirre, Acting Agent for IFC-Kingsland LLC, Dba Kings Restaurant, is applying for an alcohol license for the sale of beer/wine/liquor to be consumed on the premises. The business is located at 105 North Lee Street.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 11/14/22 06:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4031

AGENDA ITEM (ID # 4031)

Presentation: Marcie Costello - Camden House Update



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 11/14/22 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 4051)

DOC ID: 4051

Approval of Re-Zoning - Map & Parcel 082G 032

Austin Sawyer, with Southern Realty and Custom Homes, LLC, has applied for a re-zoning of parcel l082G 032 containing approximately 1.0 acre located at 205 Clarks Bluff Road & Creekwood Road. The applicant is requesting the parcel be re-zoned to R-3 (Medium and High Density Residential) for the purpose of building two quadraplexes on the parcel. Zoning is 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: November 7, 2022

City Council Meeting Date: November 14, 2022

Agenda Item: Rezoning

Background:

The area surrounding the parcel is single family and multi-family residential. The developers plan would include 2- two story quadraplexes with one entrance on Clarks Bluff Rd. and the other entrance on Creekwood Ave. with a 75' natural vegetative buffer adjacent to lot one of Creekwood Subdivision-Phase Two. The requested zoning of R-3 would be consistent with the surrounding parcels on Clarks Bluff Rd. and would provide more affordable housing in the area. There is existing sewer and water available to immediate area.

Summary:

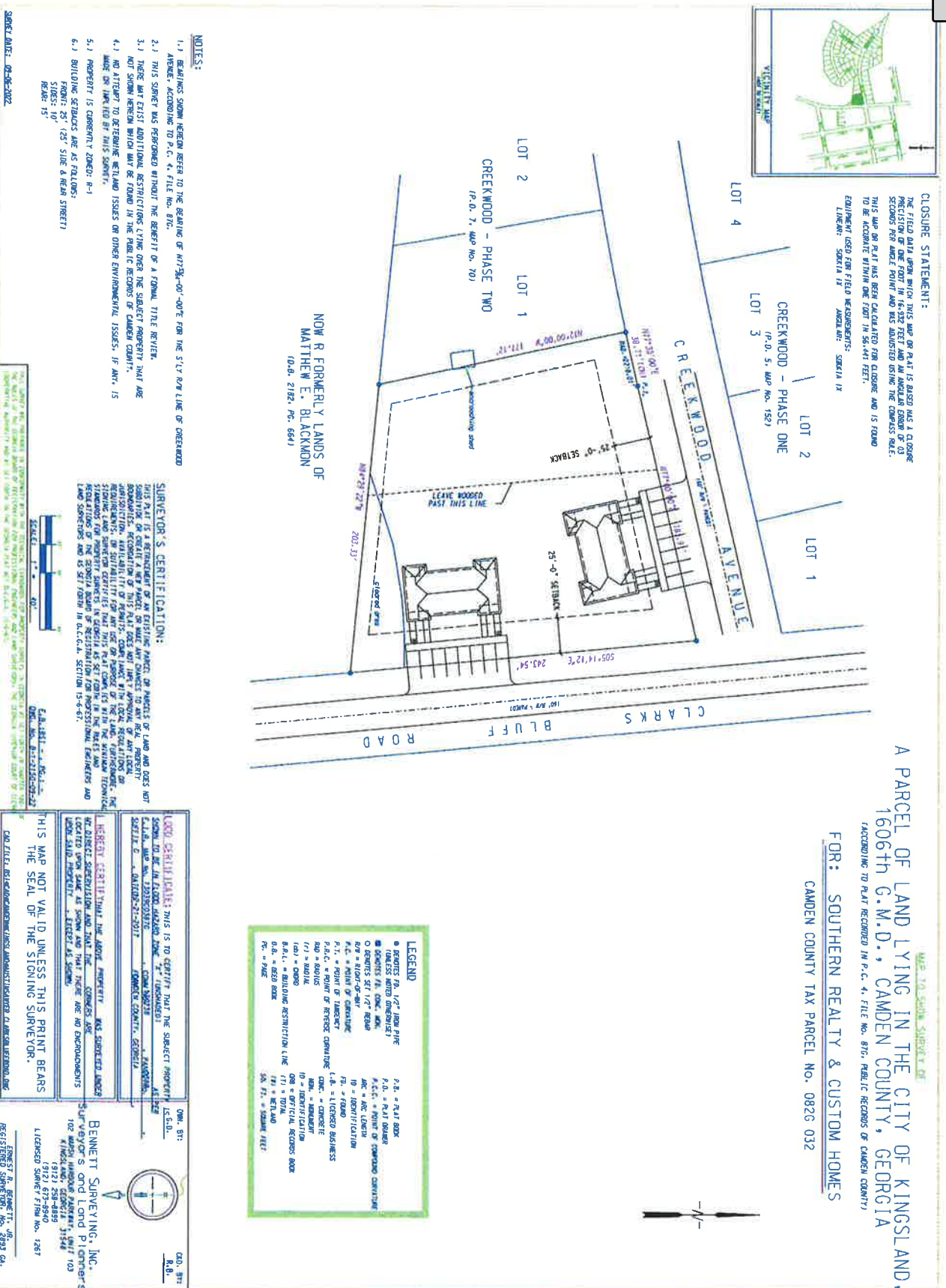
Austin Sawyer with Southern realty and Custom Homes, LLC has applied for a rezoning of parcel 082G 032 containing approx. 1.0 acres located 205 Clarks Bluff Rd. The applicant is requesting the parcel be rezoned to R-3 (Medium and High Density Residential) for the purpose of building 2 quadraplexes on the parcel.

Current Zoning: R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval

Scott L. Kimball
Planning 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	082G 032	Owner	CHERKIN RICHARD D & LAST DAVID P	Last 2 Sales			
Class Code	Commercial		POST OFFICE BOX 301342	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		ESCONDIDO, CA 92030	7/12/2007	\$45000	LM	Q
	KINGSLAND	Physical Address	n/a	5/19/2005	0	MN	U
Acres	1	Assessed Value	Value \$48000				

(Note: Not to be used on legal documents)

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City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 11/14/22 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 4053)

DOC ID: 4053

Approval of Variance - 441 South May Street - Map & Parcel K26 03 003A

Leslie and Peter Fullerton are requesting a variance to KLADO - Article VII, Section 70-1.1 #2 - Minimum Lot width at building line. The applicant is requesting a 15' variance to the 75' building line width requirement for R-1 Zoning District. The purpose of the request is for a single family residence to be built on the newly created parcel with a building lot width of 60'. Zoning is R-1. *Planning Commission recommends approval.*



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 107 South Lee Street
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 Kingsland, GA 31548
 Ph: 912-729-5613
 Fax: 912-729-7618

Planning and Community Development

Staff Report

Planning Commission Meeting Date: November 7, 2022

City Council Meeting Date: November 14, 2022

Agenda Item: Variance for Parcel K26 03 003A, 441 S. May St.

Background: The applicant submitted a plat showing a subdivision of parcel K26 03 003A to the Planning Dept. and during review, it was discovered that the newly created parcel is only 60' wide and does not meet the 75' building width requirement for the R-1 zoning district. The applicant stated that the newly created lot cannot be any wider than 60' due to obstacles (Storage Shed and Fencing) on the existing parcel. The review also shows that the new parcel can meet all other setbacks and lot size requirements for R-1 zoning.

Summary: Peter & Leslie Fullerton are requesting a variance to KLADO-Article VII, Section 70-1.1 #2 –Minimum Lot width at building line. The Applicant is requesting a 15' variance to the 75' building line width requirement for R-1 Zoning District. The purpose of the request is for a single family residence to be built on the newly created parcel with a building lot width of 60'.

Zoning: R-1

Is Proposal Consistent with the Comprehensive Plan? N/A

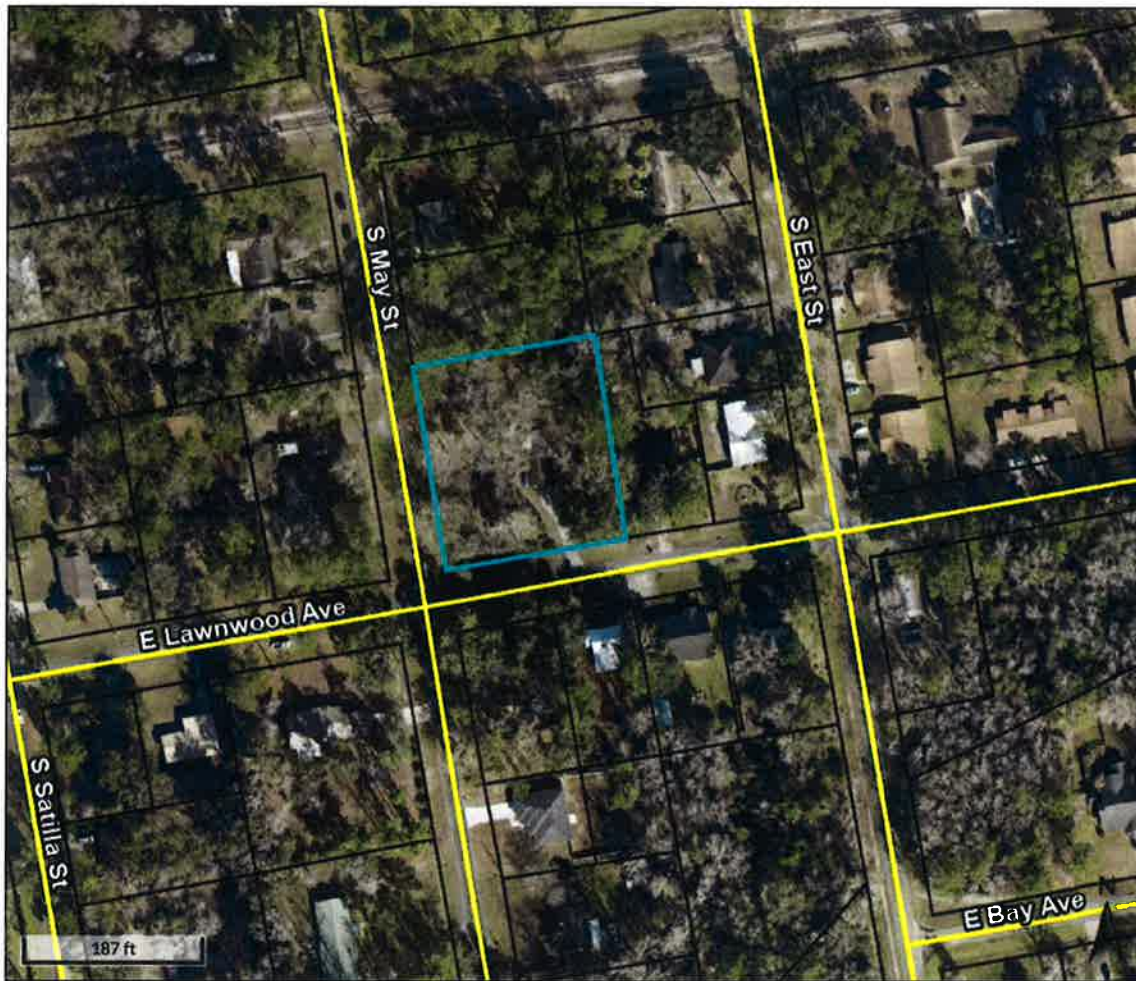
Staff Recommendation: Staff recommends approval of the variance request.

Scott L. Kimball

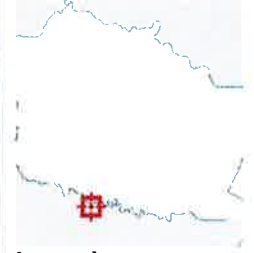
Planning & Zoning Director

Packet Pg. 17





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 K26 03 003A
 Class Code Residential
 Taxing District KINGSLAND
 Acres 0.82

Owner FULLERTON LESLIE & PETER
 441 SOUTH MAY STREET
 KINGSLAND, GA 31548
 Physical Address 441 S MAY ST
 Assessed Value Value \$181168

Last 2 Sales

Date	Net Price	Reason	Qual
9/7/2017	\$147000	FM	Q
7/7/2009	\$155000	FM	Q

(Note: Not to be used on legal documents)

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City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 11/14/22 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 4048)

DOC ID: 4048

Approval of Final Plat-Marsh Harbour

Bennett Surveying, Inc., acting agent for Joss Josselyn, has submitted an application for approval of the final plat for Marsh Harbour Subdivision. The developer wishes to offer 22 lots on 12.50 acres and will follow the PD that was submitted. All engineering reviews have been completed and accepted for the subdivision. The preliminary plat was approved by City Council on December 7, 2021. Zoning is PD-R-2. *Planning Commission recommends approval.*



The City of Kingsland, GA
107 South Lee Street
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Kingsland, GA 31548
Ph: 912-729-5613
Fax: 912-729-7618

Planning and Community Development

Staff Report

Planning Commission Meeting Date: November 7, 2022

City Council Meeting Date: November 14, 2022

Agenda Item: Marsh Harbour- Final Plat

Background:

Bennett Surveying, Inc., acting agent for Joss Josselyn has submitted an application for approval of the final plat for Marsh Harbour Subdivision. The Laurel Island Plantation area of the city continues to be a popular place to live in the city. The developer is planning on building upscale duplexes that will be comparable to other housing in the area. The developer wishes to offer 22 lots on 12.50 acres and will follow the PD that was submitted. All engineering reviews have been completed and accepted for the subdivision. The preliminary plat was approved by City Council on December 7, 2021.

Zoning: PD-R2

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends Approval

Scott L. Kimball

Planning Director

Attachment: Nov 2022-Final Plat-Marsh Harbour (4048 : Approval of Final Plat - Marsh Harbour Subdivision)

APPLICATION FOR FINAL SUBDIVISION PLAT—KINGSLAND, GA

9.3.a



APPLICANT: Read **Part A** completely, then answer each item in **Part B**. Please print or type. Do not write in **Part C**. The Planning Department will help you, if necessary. Failure to supply complete information will result in plat disapproval. You must file this application and all required materials with the Planning Department at least 26 days before the Planning Commission meeting at which it will be considered.

Part A—General Information

You are encouraged to read articles XII through XIV of the Kingsland Zoning and Land Development Ordinance. These articles describe the standards each subdivision must meet and explain the procedures the City will follow to review your proposed plat. The sketch below shows these steps for a typical plat. See Section 122 for filing fees and Section 129 for exceptions.

Application, fee, and required materials filed with Planning Department

Planning Commission Reviews Preliminary Plat (recommends action)

City Council Reviews Preliminary Plat (approves/disapproves)

Planning Commission Reviews Final Plat (recommends action)

City Council Reviews Final Plat (approves/disapproves)

Mayor/Commission Chairman Sign Approved Final Plat

Superior Court Clerk Records Approved Final Plat

You should be aware of these important requirements:

- No work may begin on the proposed subdivision (with the exception of clearing underbrush for surveying or engineering purposes) until the preliminary plat has been approved and any required permits obtained.
- No lots shall be sold until the final plat has been approved.
- The final plat shall be approved only after all applicable requirements of the subdivision regulations and other regulations have been met.

Part B — Applicant Only

1. Your Name: BENNETT SURVEYING, INC Phone: 912-673-8540
Address: 102 MARSH HARBOUR PKWY, UNIT 103 KINGSLAND, GA.
2. Owner, if not same:
Name: WALTER E. JOSSELYN, III
Address: P.O. BOX 5753 KINGSLAND, GA., 31548
3. What is your interest if you are not the owner?
AGENT
4. Name of proposed subdivision: MARSH HARBOUR
5. Location of subdivision: Neighborhood: Marsh Harbour Pkwy.
Street: Green Turtle Court
Parcel Number: 120 008J Lot Number: _____
6. Present zoning: PD (R-2)
7. Number of proposed lots: 22 LOTS, 2 TRACTS
8. Area of proposed subdivision: 12.50 ACRES
9. Please attach the following items to this application. This application will NOT be considered complete and cannot be processed until you have done so.
 - Final Plat (Original and 9 copies)
 - Vicinity Map
 - Proof of ownership
10. Signed: E. + R. B. Date: 09-26-2022

Part C - Planning Official Only

1. Date application was filed: 9/27/22
2. Was this at least 26 days before the Planning Commission meeting at which it will be reviewed? ☒ Yes () No
3. Checked by: Scott + James
4. Are Final Plat and application complete? ☒ Yes () No
5. Correct fee paid? ☒ Yes () No () Not applicable
6. Date final plat reviewed by Planning Commission: 11/7/22
() Approved () Disapproved

Conditions of approval or reasons for disapproval: _____

Attachment: Nov 2022-Final Plat-Marsh Harbour (4048 : Approval of Final Plat - Marsh Harbour Subdivision)





City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 11/14/22 06:00 PM
Department: Planning and Zoning
Category: Home Office Occupancy
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 4047)

DOC ID: 4047

Approval of Home Occupation-1083 Boone Avenue - Map & Parcel 095 002A

Christine Luckhurst has applied for a Home Occupation Permit for a cleaning business known as "Christy's Cleaning Service, LLC". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is 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: November 7, 2022

City Council Meeting Date: November 14, 2022

Agenda Item: Home Occupation for 1083 Boone Ave., Map & Parcel 095 002A

Summary:

Christine Luckhurst has applied for a Home Occupation Permit for a cleaning business known as “Christy’s Cleaning Service, LLC”. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO.

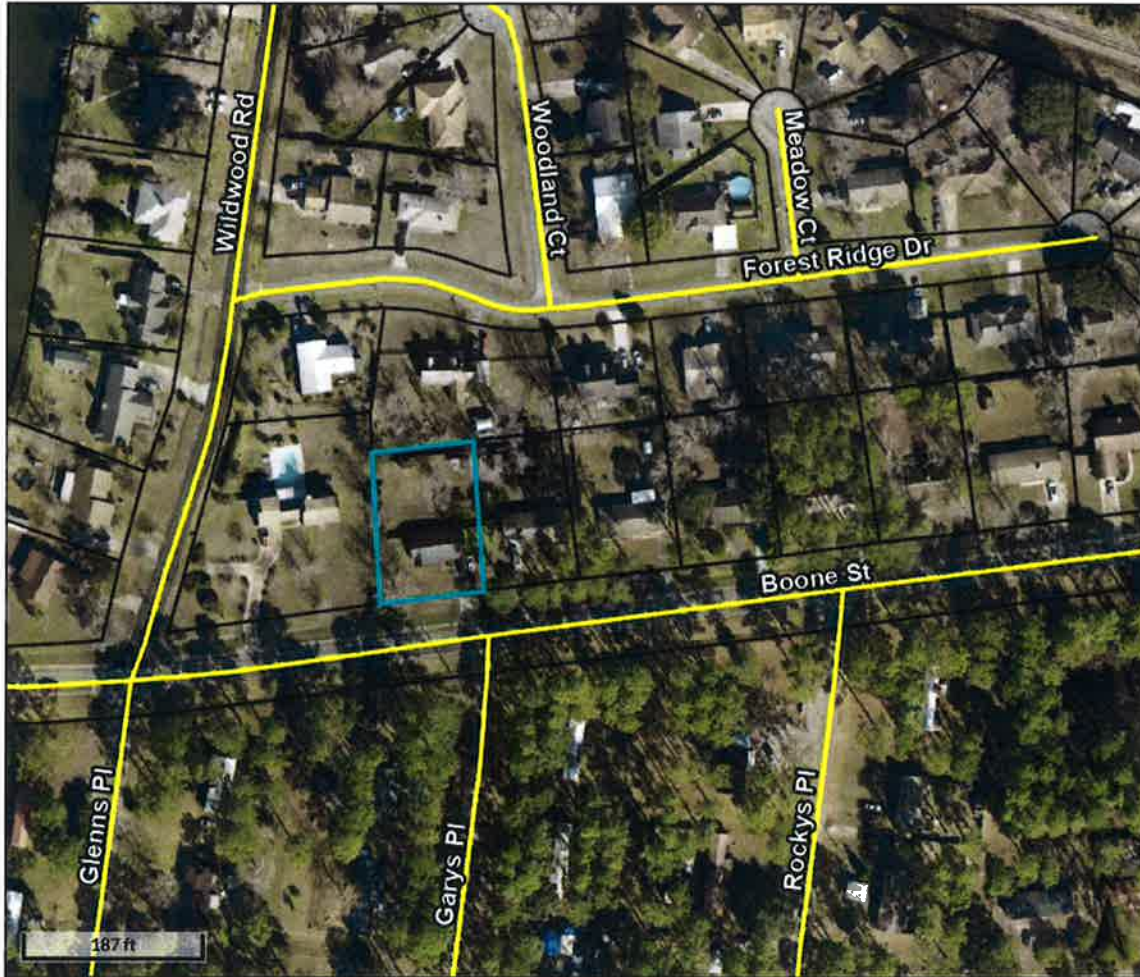
Zoning: R-1

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	095 002A	Owner	LUCKHURST NATHANIEL & CHRISTINE	Last 2 Sales			
Class Code	Residential		1083 BOONE AVENUE	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	9/18/2018	0	NM	U
Acres	0.34	Physical Address	1083 BOONE ST	1/30/2018	\$101000	FM	Q
		Assessed Value	Value \$128229				

(Note: Not to be used on legal documents)

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City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4045)

Meeting: 11/14/22 06:00 PM
Department: Planning and Zoning
Category: Home Office Occupancy
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

DOC ID: 4045

Approval of Home Occupation - 210 Azalea Court - Map & Parcel 107G 042

Nichole Talbert has applied for a Home Occupation Permit for a residential cleaning business known as "Sparkle Clean, LLC". 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.*



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107 South Lee Street
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Ph: 912-729-5613
Fax: 912-729-7618

Planning and Community Development Staff Report

Planning Commission Meeting Date: November 7, 2022

City Council Meeting Date: November 14, 2022

Agenda Item: Home Occupation for 210 Azalea Ct., Map & Parcel 107G 042

Summary:

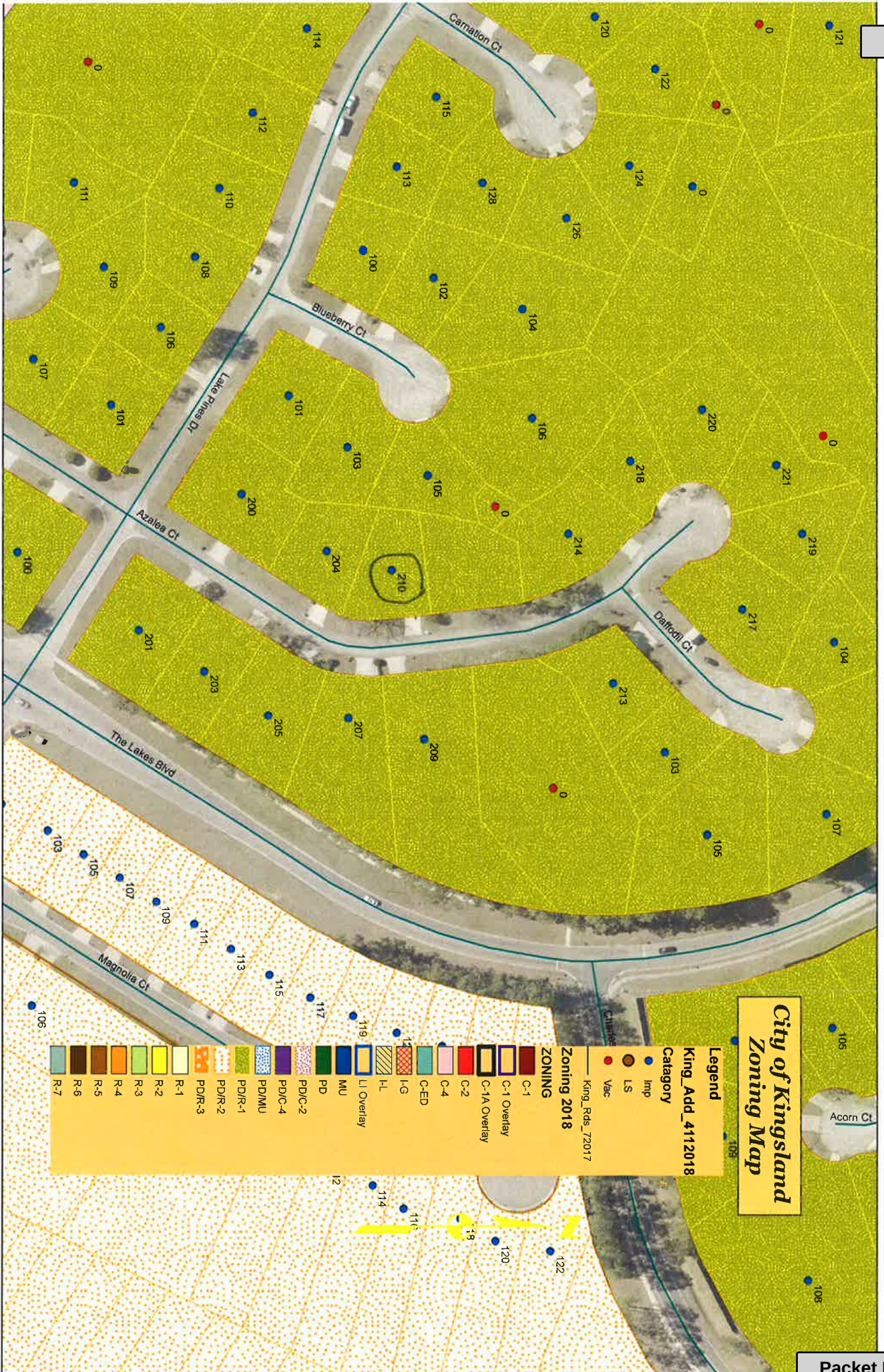
Nichole Talbert has applied for a Home Occupation Permit for a residential cleaning business known as “Sparkle Clean, LLC”. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO.

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

Parcel ID	107G 042	Owner	TALBERT DENVER RAY & NICHOLE	Last 2 Sales			
Class Code	Residential		210 AZALEA COURT	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	7/31/2021	0	QC	U
	KINGSLAND	Physical Address	210 AZALEA CT	8/27/2010	0	FY	U
Acres	n/a	Assessed Value	Value \$209530				

(Note: Not to be used on legal documents)

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GEOSPATIAL



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4056)

Meeting: 11/14/22 06:00 PM
Department: City Clerk
Category: License
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4056

Approval Of: Alcohol License for Osaka Ichiban 2, Inc.

Darunee Phonwiang, acting agent for Osaka Ichiban 2, Inc., has applied for an alcohol license for the sale of beer/wine/liquor by the drink to be consumed on the premises. The business is located at 1390 East Boone Avenue in the Winn Dixie Shopping Center.



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Planning and Community Development

Staff Report

City Council Meeting Date: November 14, 2022

Agenda Item: Alcohol License for Osaka Ichiban 2, Inc., Darunee Phonwiang acting agent.

Summary: The applicant has applied for an alcohol license for Osaka Ichiban 2, Inc. located at 1390 E. Boone St. in the Winn Dixie Shopping Center. The purpose of the alcohol license will be for the sale of beer/wine by the drink to be consumed on the premises. No issues were found during the background and fingerprint checks.

Zoning: C-2 (General Commercial)

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

Scott L. Kimball
Planning & Zoning Director

Attachment: Osaka Application (4056 : Approval Of: Alcohol License for Osaka Ichiban 2, Inc.)



Rick Evans, Chief of Police

Kingsland Police Department
111 South Seaboard Street
P.O. Box 250
Kingsland, GA 31548
Phone: 912-729-8254
Fax: 912-729-8628
www.KingslandGeorgia.com

To Daurnee Phonwiang,

October 6, 2022

A background investigation was conducted for the Alcohol Beverage License application submitted by Daurnee Phonwiang for the Osaka Ichiban 2, 1390 East Boone Ave., Kingsland, GA 31548.

The findings are:

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

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

On 10/06/2022 @ 2:56 PM, I spoke with Mary Jean Bauer, 904-236-8423. Merck stated he has known Phonwiang for approximately 8 years as friends. Bauer stated he knows of no reason why Phonwiang should not be granted this application.

On October 6, 2022 @ 2:56 PM, I spoke with Theresa Mancuso, 719-439-2098. Mancuso stated he has known Phonwiang for approximately 4.5 years as an employee. Mancuso stated he knows of no reason why Phonwiang should not be granted this application.

Based on the above information I believe Daurnee Phonwiang is qualified for this alcohol license.

Respectfully,

A handwritten signature in blue ink, appearing to be "Richard Cook".

Richard Cook

Criminal Investigations Division

Kingsland Police Dept.

912-729-8260

Attachment: Osaka Application (4056 : Approval Of: Alcohol License for Osaka Ichiban 2, 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 AGGREGES 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

EP 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 Friday ¹⁹ day of September, 2022

Dakota Phibbs

912-227-0929

APPLICANT (s)

STEPHANIE SIZEMORE
Notary Public, Georgia
Camden County
My Commission Expires
April 9, 2023

WITNESS

NOTARY PUBLIC
(SEAL)

To be completed by City Officials

Recommendation of Planning Dir. X Approve _____ Disapprove SK Initials

Recommendation of Police Chief X Approve _____ Disapprove SK Initials

Recommendation of Building Insp. X Approve _____ Disapprove SK Initials

Date of Publication 10/13 & 10/20/22

Dates of Reading by Council 11/14/22

Council Voted to: _____ Approve _____ Disapprove _____ Initials

Date License Issued (subject to Council Approval): 11/15/22

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: _____

James Phoraniang

Date: _____

10/6/22

CITY OF KINGSLAND NOTICE OF SCHEDULED PUBLIC HEARING FOR AN ALCOHOL LICENSE APPLICATION FOR OSAKA ICHIBAN 2, INC.

The City of Kingsland City Council will hold a public hearing on the alcohol license application for Osaka Ichiban 2, Inc. Darunee Phonwiang, acting agent. The business is located at 1390 E. Boone Ave in the Winn Dixie Shopping Center. The purpose of the alcohol license will be for the sale of beer/wine/liquor by the drink to be consumed on the premises.

Notice is hereby given that a public hearing on the application is scheduled for the City Council meeting on Monday, November 14, 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.

Oct. 13th + 20th



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 11/14/22 06:00 PM
Department: City Clerk
Category: License
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4058

AGENDA ITEM (ID # 4058)

**Approval Of: Alcohol License for IFC-Kingsland LLC, Db
King's Restaurant**

Manuel Aguirre, Acting Agent for IFC-Kingsland LLC, Db Kings Restaurant, is applying for an alcohol license for the sale of beer/wine/liquor to be consumed on the premises. The business is located at 105 North 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: November 14, 2022

Agenda Item: Alcohol License for IFC-Kingsland, LLC dba King's Restaurant, Manuel Aguirre acting agent.

Summary: The applicant has applied for an alcohol license for IFC-Kingsland, LLC dba King's Restaurant located at 105 N. Lee St. The purpose of the alcohol license will be for the sale of beer/wine/liquor by the drink to be consumed on the premises. No issues were found during the background and fingerprint checks.

Zoning: C-1 (Central Business District)

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

Scott L. Kimball
Planning & Zoning Director



Kingsland

Rick Evans, Chief of Police

Kingsland Police Department
111 South Seaboard Street
P.O. Box 250
Kingsland, GA 31548
Phone: 912-729-8254
Fax: 912-729-8628
www.KingslandGeorgia.com

Attachment: IFC Application (4058 : Approval Of: Alcohol License for IFC-Kingsland LLC, Dba King's Restaurant)

To Manuel Aguirre,

October 6, 2022

A background investigation was conducted for the Alcohol Beverage License application submitted by Manuel Aguirre for the Kings Restaurant, 105 N. Lee St. Kingsland, GA 31548.

The findings are:

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

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

On 10/06/2022 @ 10:10 AM, I spoke with Jesse Merck, 912-409-8331. Merck stated he has known Aguirre for approximately 1 month as friends. Merck stated he knows of no reason why Aguirre should not be granted this application.

On October 6, 2022 @ 10:31 AM, I spoke with Myron Hooks, 478-494-9051. Hooks stated he has known Aguirre for approximately 2 years. Hooks stated he knows of no reason why Aguirre should not be granted this application.

On October 6, 2022 @ 10:19 AM, I spoke with Shawn Cummings, 619-647-4208. Cummings stated he has known Aguirre for approximately 1.5 years as work associates. Cummings stated he knows of no reason why Aguirre should not be granted this application.

Based on the above information I believe Manuel Aguirre is qualified for this alcohol license.

Respectfully,

Richard Cook

Criminal Investigations Division

Kingsland Police Dept.

912-729-8260

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

MA 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 14 day of Sept., 2022

Manuel Aguirre 619-382-9083

APPLICANT (s)

WITNESS

NOTARY PUBLIC
(SEAL)



To be completed by City Officials

Recommendation of Planning Dir. X Approve _____ Disapprove SK Initials

Recommendation of Police Chief X Approve _____ Disapprove SK Initials

Recommendation of Building Insp. X Approve _____ Disapprove SK Initials

Date of Publication 10/6 & 10/13/22

Dates of Reading by Council 11/14/22

Council Voted to: _____ Approve _____ Disapprove _____ Initials

Date License Issued (subject to Council Approval): 11/15/22

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: _____

Manuel Aguero

Date: _____

9/14/22

CITY OF KINGSLAND NOTICE OF SCHEDULED PUBLIC HEARING FOR AN ALCOHOL LICENSE APPLICATION FOR IFC-KINGSLAND, LLC dba, KINGS RESTAURANT

The City of Kingsland City Council will hold a public hearing on the alcohol license application for IFC-Kingsland, LLC, dba King's Restaurant, Manuel Aguirre acting agent. The business is located at 105 N. Lee St. and the purpose of the alcohol license will be for the sale of beer/wine/liquor by the drink to be consumed on the premises.

Notice is hereby given that a public hearing on the application is scheduled for the City Council meeting on Monday, November 14, 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.

October 6th & 13th 2022.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4044)

Meeting: 11/14/22 06:00 PM
Department: City Manager
Category: Amendment
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4044

10.3

Approval Of: Amendment to KLADO Article XXI

Amendment to the Kingsland Land Development Ordinance Article XXI Sec. 42 and Sec. 210 - Sec. 213 to provide that advertised public hearings are conducted before the Planning Commission rather than City Council and reduce the number of required public hearing from two to one in compliance with Public Zoning Law. Additionally, in compliance with O.C.G.A. Section 36-66-5, the amendment adds Sec. 213 to define factors to be considered when determining if a proposed zoning decision is appropriate.

Staff recommends approval.

Sec. 42. Zoning decision.

Zoning decision means final legislative action by City Council which results in:

42.1 The adoption or repeal of a zoning ordinance;

42.2 The adoption of an amendment to this Zoning and Land Development Ordinance which changes the text of this Ordinance;

42.3 The adoption or denial of an amendment to the Zoning and Land Development Ordinance ~~which to~~ rezones property from one zoning classification to another;

42.4 The adoption or denial of an amendment to the Zoning and Land Development ~~which to~~ zones property to be annexed into the City of Kingsland; ~~or~~

42.5 The grant or denial of a permit relating to ~~the a~~ special use of property; or

42.6 The grant or denial of a variance or conditions concurrent and in conjunction with a decision pursuant to subparagraphs 42.3 or 42.5 of this section.-

Attachment: Sec. 42 Zoning Decision. redlined ALS edits. v1 (4044 : Approval Of: Amendment to KLADO Article XXI)

PART II - CODE OF ORDINANCES
Appendix A - KINGSLAND ZONING AND LAND DEVELOPMENT ORDINANCE
ARTICLE XXI. PROCEDURE FOR REQUESTING AN AMENDMENT TO THE KINGSLAND DEVELOPMENT ORDINANCE

**ARTICLE XXI. PROCEDURE FOR REQUESTING AN AMENDMENT TO THE
KINGSLAND DEVELOPMENT ORDINANCE**

~~The City Council may from time to time, after examination, review and hold a public hearing thereon, amend, supplement, or change the regulations contained herein, or subsequently established.~~

Proposals for amendment to these regulations, whether initiated by the City Council, the Planning Commission, or any person, firm, or corporation, shall not be acted on until a public hearing has been held by the Planning Commission as required by the following procedures and a recommendation has been provided to City Council:

(Amend. Of 7-23-2007)

Sec. 210. Amendment to the text of the ordinance.

When the City Council, Planning Commission, or any person, firm or corporation desires to amend, supplement, or change the text of the regulations contained herein, the following procedures shall be followed:

210.1. An application must be submitted in writing to the Director of Community Planning and Development describing the proposed amendment, supplement, or change. All applications shall be submitted by the specified deadline prior to the regular monthly meetings of the Planning Commission.

210.2. The application shall be sent to the Planning Commission for review, public hearing, and recommendation, and said Commission shall have thirty (30) days ~~from the date of said public hearing~~ within which to submit a ~~report recommendation~~ to the City Council, along with a copy of the minutes of the meeting of the Planning Commission at which the public hearing was held. If the Planning Commission fails to submit ~~a report the recommendation and minutes~~ within the thirty (30) day period, it shall be deemed to have approved recommended approval of the application proposed amendment. This shall be effective provided ~~that within the thirty (30) day period there has been a regular scheduled meeting of the Planning Commission and~~ that all information requested by the Planning Commission concerning said application has been made available to the Planning Commission.

210.3. ~~The Planning Commission shall hold a public hearing on the application. All applications shall be sent to the City Council with the recommendations of the Planning Commission; the City Council shall hold a public hearing thereon, provided that legal notice has been published in a newspaper of general circulation in the City no less than fifteen (15) days and no more than forty-five (45) days prior to the hearing.~~

210.4. ~~The City Council shall hold a public hearing at the earliest possible time under the time limit spelled out above to consider the proposed text and to be read aloud into the minutes at the public hearing. Following the public hearing held by the Planning Commission, all applications shall be sent to the City Council with the recommendations of the Planning Commission and the minutes of the meeting of the Planning Commission at which the public hearing was held. The City Council shall take action on said proposed text amendment application within forty-five (45) days from the date of its receipt of the Planning Commission's recommendation and the minutes of the meeting of the Planning Commission at which the public hearing was held. public hearing, except in the case where their tentative action is not in accordance with the Planning Commission's certified recommendation. In such case, the City Council shall not make any changes in or depart from the text, as recommended and certified by the Planning Commission, unless the change or departure be first resubmitted to the Planning Commission for an~~

~~additional review and recommendation. The Planning Commission shall have thirty (30) days to resubmit its recommendation. If the Planning Commission does not resubmit its recommendation within thirty (30) days, the City Council may proceed to take action on the amendment as it sees fit. Upon resubmission by the Planning Commission, the City Council shall hold a public hearing as described above and take final action on the request.~~

~~210.5. Any petition for a text amendment may be withdrawn prior to action thereon by the City Council at the discretion of the person, firm or corporation initiating such a request upon written notice to the Clerk of the City.~~

~~210.6. Any petition for a text amendment to these regulations, unless said petition is initiated by the City Council or the Planning Commission, shall be accompanied by a fee payment equal to the cost of advertising for the required public hearing.~~

Sec. 211. Official zoning district map amendments.

When the City Council, Planning Commission, or any person, firm or corporation desires to amend the Official Zoning District Map, the following procedures shall be followed:

211.1. An application must be submitted in writing to the Director of Community Planning and Development and must be accompanied ~~with~~ by a site plan of the proposed use included in any petition for a Zoning Map Amendment. Such site plan shall include building site, parking areas, and egress and ingress into the proposed area, and shall include the existing land use on adjacent and surrounding properties. All applications shall be submitted by the specified deadline prior to the next regular meeting of the Planning Commission.

211.2. The application shall be sent to the Planning Commission for review, public hearing, and recommendation, and said Planning Commission shall have thirty (30) days ~~from the date of said public hearing~~ within which to submit a recommendation to the City Council, along with a copy of the minutes of the meeting of the Planning Commission at which the public hearing was held ~~report to the City Council~~. If the Planning Commission fails to submit the recommendation and minutes ~~a report~~ within the thirty (30) day period, it shall be deemed to have approved recommended approval of the proposed amendment ~~application~~. This shall be effective, provided ~~that within the thirty (30) day period there has been a regularly scheduled meeting of the Planning Commission and~~ that all information requested by the Planning Commission concerning said application has been made available to the Planning Commission.

~~211.3. The Director of Community Planning and Development shall cause to have posted in a conspicuous place on the property or parcel of land involved in the zoning amendment one or more signs, each of which shall not be less than twelve (12) square inches in area; each sign shall contain information as to the proposed change and the date and time of the required public hearing, and the cost of each sign shall be paid by the applicant prior to the public hearing.~~

~~211.34. Before enacting any amendment to the Zoning Map, the Planning Commission shall hold a public hearing thereon on the application, provided that legal notice has been published in a newspaper of general circulation in the City no less than fifteen (15) days and no more than forty-five (45) days prior to the hearing.~~

~~211.5-4~~ Following the public hearing held by the Planning Commission, all applications shall be sent to the City Council with the recommendations of the Planning Commission and the minutes of the meeting of the Planning Commission at which the public hearing was held. The City Council shall take action on said proposed text amendment within sixty (60) days from the date of its receipt of the Planning Commission's recommendation and the minutes of the meeting of the Planning Commission at which the public hearing was held.

The Planning Commission shall hold a public hearing at the earliest possible time under the time limits spelled out above to consider the proposed Zoning Map Amendment. The recommendation of the Planning Commission shall be read aloud into the minutes at the public hearing.

211.6-5 Any petition for a map amendment, unless said petition is initiated by the City Council or the Planning Commission, shall be accompanied by a fee payment equal to the cost of advertising for the required public hearing.

The Planning Commission shall make a written report of its investigation and recommendations, and this record shall be a public record. The Planning Commission is required to include in its investigation and recommendation, comments on the following:

(1) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

(2) Whether the zoning proposal will adversely affect the existing use and or usability of adjacent or nearby property.

(3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

(4) Whether the zoning proposal will result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

(5) Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Land Use Plan.

(6) Whether there are other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal.

(7) Such other matters as the Planning Commission deems relevant.

211.7. Public Hearings. The City Council may, from time to time on its own motion or by recommendation of the Planning Commission, amend the regulations and districts herein after a public hearing has been held thereon.

211.8.

Sec. 212. Public Hearing.

212.1 Conduct of Public Hearings by the City Council#Planning Commission. The policy and procedures for calling and conducting the public hearing on proposed zoning decisions, including proposed zoning map and text amendments, hearings before the City Council are as follows:

1) Zoning hearings shall be held during regular meetings of the City Council#Planning Commission at a time and place provided in the published notice of the hearing.

2) The proposed zoning action and the party initiating said proposal for zoning action shall be stated, and the Mayer Chairperson shall read the published notice of the proposed zoning action to be considered by the City Council#Planning Commission.

3) A verbal staff report shall be made by City staff, stating the recommendation of the Planning Commission and summarizing the written report submitted for the hearing, which written report shall include the general lines of inquiry of Section 211.6 of the Kingsland Zoning and Land Development Ordinance.

3)4) Both persons favoring and persons opposing a proposed zoning action shall have an opportunity to address the City Council#Planning Commission. The party proposing a zoning amendment shall be invited to speak first, followed by persons opposed to the proposed zoning amendment. Each speaker

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will be asked to identify himself or herself and state his/her current address. When all opposing statements have been heard, the party proposing a zoning amendment may be permitted to rebut those statements.

5) Each speaker shall speak only to the merits of the proposed zoning amendment and shall address remarks only to the ~~City Council~~ Planning Commission. Each speaker shall refrain from personal attacks on any speaker or the discussion of facts or opinions irrelevant to the proposed zoning action. The ~~Mayer Chairperson~~ may limit or refuse a speaker the right to continue if the speaker, after first being cautioned, continues to violate this requirement.

6) The proponents and the opposition of any zoning action shall have a total of 30 minutes each to address the ~~Planning Commission City Council~~ regarding the zoning action.

Upon request made to and approved by the ~~City Council~~ Planning Commission prior to speaking, any single individual for or against a zoning action may speak for up to 15 minutes. All other speakers shall be limited to no more than 5 minutes unless permitted additional time by the ~~City Council~~ Planning Commission. Any allowance of additional time shall not extend the overall 30 minute time limit for a particular side of the zoning action unless more overall time is granted by the ~~City Council~~ Planning Commission to permit a more complete discussion of the issue. Any rebuttal by proponents shall be allowed only within the overall time constraints set out herein. Nothing in this shall be construed to limit the ability of the ~~Mayer Chairperson~~ to maintain decorum in the conduct of a hearing in a fair and orderly manner.

7) Because of time constraints in hearings, interested parties shall be encouraged to submit petitions, studies, letters, and other materials. Such materials, if presented orally at the hearing, shall be subject to the time limits provided above.

8) The ~~City Council~~ Planning Commission shall have discretion to allow ~~on~~ previous speakers as necessary for clarification of views expressed or the materials submitted. The ~~City Council~~ Planning Commission may call for such additional view, studies, or other information from any source as then considered necessary to making a sound decision on the proposed zoning action.

9) The ~~City Council~~ Planning Commission shall have discretion to continue a hearing to a later date if the materials submitted or views expressed require more time for study and consideration than may reasonably be allocated in one meeting.

21.24.29 Notice of Public Hearing

(a) ~~At least 15 but not more than 45 days prior to the date of the public hearing, the Director of Community Planning and Development shall cause to be published within a newspaper of general circulation within the City a notice of the hearing. The notice shall state the time, place, and purpose of the hearing. If the proposed zoning amendment is for the rezoning of property and if the rezoning decision is initiated by a party other than the City Council or the Planning Commission, the interested parties shall be notified at least fifteen (15) days, but not more than forty five (45) days, prior to the public hearing by placement of notice in the Tribune & Georgian. Said notice shall also include the location of the property, the present zoning classification of the property, and the proposed zoning classification of the property, contain the date, time and place of the public hearing and a description of the proposed amendments together with a list or map of the properties that may be affected thereby.~~

(b) ~~If the proposed zoning amendment is for the rezoning of property and is initiated by a party other than the City Council or the Planning Commission, If an application is initiated by a party other than the City Council or the Planning Commission, the public shall be notified by posting on the subject property in a conspicuous location a sign not less than 15 days prior to the date of the public hearing, the Director of Community Planning and Development shall cause to have posted in a conspicuous place on the property or parcel of land that is the subject of the proposed zoning amendment a sign~~

~~containing the date, time and place of the public hearing, the present zoning classification of the property, and the proposed zoning classification. containing the date, time and place of public hearing, the present zoning classification of the property and the proposed zoning classification.~~ The sign shall be not less than twelve (12) square inches in area, posted on the property at least fifteen (15) days prior to the date of the hearing.

~~(c) In addition, the public shall be notified at least fifteen (15) days, but not more than forty five (45) days, prior to the public hearing by placement of notice in the Tribune & Georgian. Said notice shall contain general location of the property, present zoning classification of the property and the proposed zoning classification and the date, time and place of public hearing.~~

~~(c)(d)~~ The Director of Community and Planning Development shall, in the case of a proposed amendment to the Official Zoning Maps, use his or her best efforts to mail notice of public hearing to all property owners of record within two hundred (200) feet of the property sought to be rezoned, as their names appear on the records of the Camden County Board of Assessors. The failure to do so shall not constitute a deprivation of due process rights when the notice required by the Zoning Procedures Law (O.C.G.A. § 36-66-1 et seq, as amended) has been provided.

~~(ed)~~ The Director of Community and Planning Development shall inform the applicant shall be informed in writing at least fifteen (15) days before the public hearing in advance of the date, time and place of the public hearing. ~~by the Clerk of the City Council.~~ The failure to do so shall not constitute a deprivation of due process rights when the notice required by the Zoning Procedures Law (O.C.G.A. § 36-66-1 et seq, as amended) has been provided.

~~(f) Paragraphs (b) and (c) shall only apply when the application or amendment is initiated by a person or organization other than the City Council or the Planning Commission.~~

211.10. Withdrawal. Once an application for an amendment has been submitted and advertised, the applicant may withdraw the application or request a postponement of the hearing date once by submitting to the ~~Clerk of the City Council~~ Director of Community and Planning Development in writing his request, at least seven (7) days prior to the date set for the public hearing.

In the absence of a request for continuance, the zoning item will be heard on the date scheduled unless the ~~City Council~~ Planning Commission takes action to defer the zoning item. The City may require the applicant to pay an administrative fee to cover the cost of publishing the additional notice of the public hearing on the postponed or continued item within a newspaper of general circulation within the City, placing one advertisement in the Camden Tribune advising the public of the postponement or continuance of the date of the public hearing. ~~In the event of a continuance or postponement, the public hearing in the event of a continuance shall be rescheduled to the next succeeding regular meeting date of the City Council Planning Commission or the date specified in a motion adopted by the City Council Planning Commission. If the applicant fails to appear on date set for the public hearing, the City Council may proceed to dispose of the zoning request or dismiss the application.~~

211.11. Notice. Property owners whose property is ~~affected by the subject of~~ any zoning ~~decision~~ amendment will receive written notice thereof within seven (7) days after the ~~decision amendment~~ is passed ~~made~~ by the City Council.

211.12. Final Action By The City Council. Upon action of denial by the City Council, an application shall not be initiated for an amendment affecting the same parcel or parcels of property, or any part thereof, by a property owner or owners for a period of one (1) year.

211.13. Changes to the Zoning Map. Following final action by the City Council, all necessary changes shall be made on the zoning map by the Director. A written record of the type and date of such change shall be maintained by the City Clerk. ~~Until such change is made, no action by the City Council on amendments to the Zoning Ordinance shall be official.~~

Sec. 213. Standards governing the exercise of zoning power.

Upon consideration of a proposed zoning decision, the Planning Commission and the City Council shall utilize the following factors to determine whether the proposed zoning decision is appropriate:

- (1) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
- (2) Whether the zoning proposal will adversely affect the existing use and or usability of adjacent or nearby property.
- (3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.
- (4) Whether the zoning proposal will result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.
- (5) Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Land Use Plan.
- (6) Whether there are other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal.
- (7) Such other matters as the Planning Commission or the City Council deem relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to the unrestricted use of property.

Commented [AS1]: OCGA Section 36-66-5 requires this section be included in the zoning ordinance. The specific factors are merely a suggestion, based on the language in the existing ordinance. The City may add these factors as desired.

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City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 11/14/22 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4043

AGENDA ITEM (ID # 4043)

Approval Of: Peachtree Recovery Property Damage Recovery Service Agreement

An amendment to the PRS Services Agreement, removing the language establishing a relationship between PRS and the Georgia Municipal Association. All other terms and conditions remain the same.

Staff recommends approval.

Property Damage Recovery Service Agreement

AGREEMENT FOR PROPERTY DAMAGE (THIRD PARTY RESPONSIBLE) RECOVERY SERVICES [22-1012]

This Agreement for Property Damage (Third Party Responsible) Recovery Services ("Agreement") is made and entered into by and between Peachtree Recovery Services, Inc., ("Product or Service Provider" or "PRS") and the City of Kingsland ("CLIENT") and is effective on the date signed by both of them (the "Effective Date").

RECITALS

WHEREAS, CLIENT is a municipal government or consolidated municipal/county government of the State of Georgia; and

WHEREAS, CLIENT is eligible to purchase the Services described below ("Services") in accordance with the terms of this Agreement, and

WHEREAS, CLIENT and PRS acknowledge that this Agreement is solely between CLIENT and PRS; and

WHEREAS, PRS warrants that it provides the Services in compliance with all applicable laws and standards applicable to PRS's industry; and

WHEREAS, PRS warrants that it has and will keep in effect at its sole expense all licenses, permits, qualifications, and approvals which are legally required to provide the Services; and

WHEREAS, **Exhibits A.1, A.2, A.3, and A.4** are incorporated in this Agreement as if fully restated;

NOW THEREFORE, for and in consideration of the foregoing Recitals and the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT and PRS (each individually a "Party" and collectively the "Parties") agree to the Recitals above and as follows.

1. Services and Compensation

PRS will perform the services described in the Statement of Work attached as **Exhibit A.1** for the compensation described below. **PRS does not provide any form of legal or tax services pursuant to this Agreement.**

- a. PRS shall retain nineteen per cent (19%) of all amounts recovered for each claim after deduction of any Paid Administrative Fee, any PRS Reimbursed Expenses, and any CLIENT Litigation Costs (each defined in **Exhibit A.1**). PRS shall forward the remaining eighty-one percent (81%) for each claim to CLIENT.
- b. PRS shall pay CLIENT thirty (30) days in arrears on a monthly basis for damage claims recovered during the previous month. Such payments shall be accompanied by an emailed or other electronic progress report in a form similar to the form included in **Exhibit A.2**. PRS always will include the Agreement number on such reports.

- c. PRS shall provide such payments and reports to the primary contact at CLIENT set forth in “Notices” below, and CLIENT shall notify PRS promptly of any change to the primary contact or the primary contact’s information.
- d. PRS shall not perform services for CLIENT except those listed in **Exhibit A.1**.

2. Performance Standards for Services and Compliance with Laws

PRS shall use its best efforts and work diligently to perform the services. PRS will comply with laws, ordinances, rules, and regulations that directly apply to its rendering of services to CLIENT pursuant to this Agreement. In the event it appears to CLIENT that PRS is failing to substantially comply with the quality of services or the specified completion schedule of its duties under the Agreement, Client shall provide written notice thereof to PRS. The notice must identify specific incidents or circumstances comprising the conditions of the complaint. As soon as possible after receipt of said notice, the appropriate representatives of both parties shall meet to discuss the conditions of the complaint.

3. Confidential Information and Open Records Act Compliance

Confidential Information. PRS will obtain electronic access to non-public information relating to CLIENT and CLIENT’s property by providing a copy of this Agreement to the entity that manages electronic databases containing such information. PRS agrees that it will only use the non-public information in these databases in order to perform the Services. PRS reviews the information on the electronic databases and does not download or copy information from the databases into its own information systems or paper files.

PRS affirms that it does not need to create or maintain custody of personally identifiable information that must be safeguarded under applicable law in order to perform the Services. Personally identifiable information includes the following: dates of birth, phone numbers, emails and account numbers of individuals, social security numbers, medical information, or information commonly used in identity theft. To the extent PRS reviews such information in the electronic databases, PRS shall not make any record of such information and shall maintain the confidentiality of such information.

Notwithstanding the above, PRS will maintain contact information, checks, and other banking information from responsible third parties and their insurance carriers. PRS shall safeguard such information as it safeguards its own financial account information and shall keep the information confidential.

PRS will not accept credit card payments from responsible third parties and will not maintain any payment card information as a result of this Agreement.

Open Records Act Compliance. If disclosure of information covered by this Agreement is required pursuant to the Georgia Open Records Act (i.e., O.C.G.A. § 50-18-70, et. seq.) or other state or federal law, the recipient may make the required disclosure provided that the recipient must, if permitted by law, advise the other party promptly of the request for disclosure and cooperate with the other party in responding to it. The parties shall clearly identify any document or types of documents submitted to each other that include trade secrets and submit an affidavit with respect to such documents in accordance with O.C.G.A. § Section 50-18-72(a)(34). The parties will follow the provisions of the O.C.G.A. § 50-18-72(a)(34) with respect to any requests under the Georgia Open Records Act (O.C.G.A. § 50-18-70, et. seq.) for such documents.

4. Term

This Agreement shall be effective on the Effective Date and shall continue for three years unless terminated by either Party in accordance with the Termination provisions of this Agreement. This Agreement shall be renewed automatically under the updated terms and conditions negotiated between CLIENT and PRS and provided by PRS to Client at least ninety (90) days prior to the end of the three-year term, unless otherwise terminated in accordance with the Termination

provisions or unless either Party notifies the other in writing at least sixty (60) days prior to the end of the term of a desire not to renew.

5. Indemnification

To the extent permitted by Georgia law, CLIENT shall indemnify, defend, and hold harmless PRS and its officers, directors, agents, and employees, from and against any and all third party claims and actions arising from CLIENT's negligent acts, errors and/or omissions or intentional or willful misconduct in the performance of this Agreement.

PRS shall indemnify, defend, and hold harmless CLIENT and its officers, directors, agents, and employees, from and against any and all third party claims and actions arising from PRS's negligent acts, errors and/or omissions or intentional or willful misconduct in the performance of this Agreement.

6. Insurance

PRS shall maintain, throughout the term of this Agreement, at its own expense comprehensive general liability insurance that includes contractual liability, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate and professional liability (errors & omissions) insurance with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. Said insurance policies shall cover all activities performed by PRS, its agents, officers, and employees under this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to CLIENT.

During the term of this Agreement, PRS shall fully comply with worker compensation laws. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies insuring against any liability PRS may have for worker's compensation if such a policy is required by law.

7. Federal Work Authorization Affidavit

PRS performs services for CLIENT as a result of this Agreement and compensation for services may exceed the minimum set forth in O.C.G.A. Section 13-10-91, as amended from time to time. Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, PRS will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("e-Verify"). PRS shall complete and execute the Service Provider E-Verify Compliance Affidavit attached as **Exhibit A.3** to this Agreement, or a similar affidavit that meets the requirements of the law.

If PRS subcontracts any services described in this Agreement, PRS shall require the subcontractor to attest to its compliance with O.C.G.A. Section 13-10-91, as amended from time to time, and complete and execute the Subcontractor to a Service Provider E-Verify Compliance Affidavit attached as **Exhibit A.4** or a similar subcontractor affidavit that meets the requirements of the law. PRS shall maintain any completed affidavit and make a copy of it available to CLIENT upon request. PRS shall ensure that any subcontractor E-Verify affidavit becomes a part of its agreement with the subcontractor.

8. Notices

All notices under this Agreement shall be in writing and shall be delivered (a) personally, with a copy by email; (b) by overnight courier, with a copy by email; or (c) by United States mail, registered or certified, return receipt requested, postage prepaid, with a copy by email. Notices shall be deemed received on the date of personal delivery, the date of action receipt as indicated on the delivery invoice or return receipt

or the date receipt is refused; whichever is earlier. Notices shall be sent to the parties at the addresses set forth below, or at such other addresses as the parties may provide in writing from time to time.

CLIENT:

Lee Spell
City Manager
lspell@kingslandgeorgia.com
(912) 729-5613

PRS:

Peachtree Recovery Services, Inc.
 Todd Rhoad
 Vice President
 7778 McGinnis Ferry Road #306
 Suwanee, GA 30024
 (678) 230-7594
 todd.rhoad@peachtreers.com

9. Termination

a. Termination by CLIENT.

Termination for Cause. CLIENT shall have the right to terminate this Agreement: if PRS commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach and CLIENT's intention to terminate the Agreement unless cured.

Termination for Convenience. CLIENT may terminate this Agreement for convenience with thirty (30) days written notice to PRS.

b. Termination by PRS.

PRS may terminate this Agreement for any reason with one hundred twenty (120) days prior written notice to CLIENT.

c. Effect of Termination.

Upon receipt of notification that this Agreement will be terminated, PRS shall notify the primary contact at any governmental entity that manages access to non-public databases of the date of the termination. Then PRS shall take all other necessary steps to terminate the access to such databases that was granted to PRS solely as a result of this Agreement.

Upon receipt of notification that this Agreement will be terminated, PRS will notify all contacts for open claims of the date the Agreement will terminate and provide instructions for the contact to communicate directly with CLIENT about the open claims after that date.

If PRS receives a payment for a claim after the termination date, PRS shall forward the entire payment to CLIENT without deducting any amount from the payment.

No later than one hundred twenty (120) days after the termination date, PRS shall provide CLIENT an electronic copy of all documents PRS developed or maintained on behalf of CLIENT in order to provide the Services.

10. Survival

The terms of the following Sections shall survive any termination of this Agreement:

Ownership and Use of Work Product

Confidential Information

Indemnification

Notices

Effect of Termination

Miscellaneous (Waiver and Severability, Governing Law, Dispute Resolution, No Third Party Beneficiaries, Records Maintenance, Retention and Audit)

11. Miscellaneous

- a. Waiver and Severability. The waiver of one breach or default under this Agreement will not constitute the waiver of any subsequent breach or default. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.
- b. Governing Law. This Agreement will be governed in all respects by the laws of the state of Georgia, without regard to any conflict of laws principles, decisional law, or statutory provision which would require or permit application of another jurisdiction's substantive law. The Parties agree that the venue of any legal or equitable action that arises out of or relates to this Agreement shall be a court of competent subject matter jurisdiction in the county in which CLIENT is located and the parties hereby consent to the jurisdiction of such court.
- c. Dispute Resolution.
 - i. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between those who have authority to settle the controversy. Within ten (10) business days after receipt of the notice, the receiving Party shall submit to the other a written response. The notice and the response shall include (1) a statement of each Party's position and a summary of arguments supporting that position, and (2) the name and title of the person who will represent that Party and of any other person who will accompany that person. Within ten (10) business days after delivery of the disputing Party's notice, the representatives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored.
 - ii. All negotiations pursuant to this clause will be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and the rules of evidence of any state.
- d. No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.
- e. Excused Performance. Neither CLIENT nor PRS shall be deemed to be in default of this Agreement or be liable for any delay or failure in performance, resulting directly or indirectly from any act of the elements, civil or military authority, civil disturbance, war, strike, fire, earthquake or other cause beyond its control. The time within which PRS is required to perform in accordance with the terms and conditions of this Agreement shall be extended for any delays caused in whole or in

part by CLIENT, provided however, that CLIENT notifies PRS in writing within ten (10) business days of discovering such delays.

- f. Records Maintenance, Retention and Audits. PRS shall maintain all records pertaining to this Agreement until the earlier of the date PRS delivers an electronic copy of such records to CLIENT or five years after termination of this Agreement. PRS's accounting procedures and practices shall conform to generally accepted accounting principles. Upon the request of CLIENT after reasonable notice to PRS, PRS shall make available to CLIENT such records as may be necessary to enable CLIENT to conduct an audit to assure that the appropriate fees have been charged to CLIENT.

Authorized representatives of CLIENT may at all reasonable times have access to review and inspect the Agreement activities and data collected under the terms of this Agreement and any amendments thereto. If CLIENT desires to conduct an audit of all or a portion of claims filed on behalf of CLIENT and the amounts paid to CLIENT, it may do so after providing thirty (30) days written notice to PRS. All books, documents, plans, papers, records, drawings, studies, specifications, estimates, maps and computations, prepared by or for the PRS under the terms of this Agreement, shall be available to authorized representatives of CLIENT for inspection and review at all reasonable times in the general offices of CLIENT or the office of PRS as determined by CLIENT. PRS shall correct, at its expense, any errors in its work. If any errors result in additional amounts due to CLIENT, PRS shall forward such additional amounts to CLIENT promptly.

- g. Subcontracting Performance of Services. PRS may subcontract with engineers, experts and others to provide assistance to PRS in the valuation of claims without first obtaining CLIENT's written consent. PRS may subcontract the performance of other portions of the Services only with CLIENT'S prior written consent.
- h. Assignment of Agreement. PRS may not assign this Agreement.
- i. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and permitted assigns of the Parties.
- j. No other Agreement; Modification. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter and supersedes any prior negotiations, understandings or agreements with respect to the subject matter hereto. Except as expressly set forth herein, neither Party has made any statement, representation or warranty in connection herewith which has been relied upon by the other party or which acted as an inducement for the other Party to enter into this Agreement. This Agreement may only be modified by a writing signed by both Parties.
- k. Changes in PRS Organization. PRS shall notify CLIENT in writing within five (5) business days upon PRS taking any action to change its corporate structure, including voluntary or involuntary bankruptcy proceedings, company mergers, company acquisitions, changes in corporate names, changes in corporate officers, changes in governing structure, and similar relevant information. Such notification shall identify how the change in corporate business structure will impact CLIENT, including payments to PRS, and PRS shall identify how these impacts to CLIENT will be mitigated.
- l. Drug-Free Workplace. PRS certifies that a drug-free workplace will be provided for PRS's employees during the performance of this Agreement.
- m. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute one Agreement.

In witness whereof, the Parties have executed this Agreement and it is effective on the Effective Date.

_____(CLIENT) **Peachtree Recovery Services, Inc. (PRS)**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I, _____, a Notary Public of _____ County of the State of _____, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of this Agreement on behalf of said Contractor.

Witness my hand and notarial stamp or seal, this _____ day of _____, 2022.

My commission expires: _____ (SEAL)

EXHIBIT A.1

STATEMENT OF WORK

Peachtree Recovery Services, Inc. (PRS) will identify the potential damaged CLIENT property claims through online review of police reports and referrals, determine through various means the third party responsible for the damage, and invoice and collect from the third party or the third party's insurance carriers on CLIENT property damage claims. PRS will perform the following duties as part of its service.

Duties Performed by PRS

A. Process Development

PRS will develop a process for identification of damaged property, identification of the third party responsible for the damage, identification of the third party's insurance coverage, and development of the cost of damages.

1. PRS shall have and exercise specific methodology authority over the method and manner of damage claim information collection and submission to the responsible party or their insurance carrier.
2. PRS shall monitor all statutes of limitations and make proper notice on all claims submitted, including maintaining a status report of all pending claims that specifies the expiration date of the corresponding statute of limitation. However, PRS shall have no liability for any statute of limitation or notification issues.
3. Retention of Counsel and Legal Expenses. PRS may recommend claims for litigation. The City of Kingsland ("CLIENT") is responsible for all aspects and expenses of the litigation process on any claim, including but not limited to the engagement of attorneys, filing fees and court costs. PRS shall never engage an attorney or file a legal action on behalf of CLIENT.
4. Non-litigation. Except when CLIENT's insurance carrier is or will be involved with a loss, PRS has complete authority to submit, sign notice of claim forms, compromise, settle and release third parties from claims for property damage owed to CLIENT, so long as the amount of recovery to be paid in settlement will be 75% or more of the base damages (the amount billed minus any charged Administrative Fees and Expenses), and to execute such documents that are necessary to its exercise of this authority. If the amount of recovery to be paid in settlement will be less than 75% of the base damages amount, PRS shall obtain written approval from CLIENT to perform any such tasks. If CLIENT's insurance policy requires the claim to be subrogated to the

insurance carrier or requires the amount received to be returned to the insurance carrier, PRS shall obtain written approval from CLIENT to perform any such tasks.

5. PRS will monitor all statutes of limitations and make proper notice on all claims, including maintaining a status report on all pending claims that specifies the expiration date of the corresponding statute of limitation for each claim. PRS is not liable for any statute of limitation or notification issues.
6. Recovery of claims less than three thousand dollars (\$3000) by PRS will be attempted for up to two hundred seventy days. At that time PRS will cease recovery efforts and allow for a potential response from the responsible party and/or their insurance company. If unrecovered after twelve (12) months and no promise of payment has been established, PRS will close the claim as "further efforts not warranted," provided that PRS shall promptly notify CLIENT of any decision to close such claim, and, thereafter, CLIENT shall be entitled to pursue such claim itself or through a third-party without any further or other obligations to PRS hereunder relative to such claim. If a promise of payment is established then the claim will remain open for an additional ninety (90) days.

B. Monitoring and Assessment of Damages

PRS shall monitor electronic databases containing non-public CLIENT information for damage to CLIENT's roads and facilities. PRS generally shall use its own data to estimate costs for all property damage. However, if PRS does not have appropriate data to make an assessment, CLIENT will assist PRS as needed to determine the costs of damage. PRS maintains relevant damage data on the following highway facilities:

1. Signs
2. Guardrail
3. Intelligent Transportation Management System (ITMS) facilities
4. Lighting
5. Signals
6. Paving
7. Bridges
8. Drainage Structures
9. Hazmat incidents
10. CLIENT vehicles and off road equipment except totaled vehicles and equipment

C. Identification and Pursuit

PRS shall to the extent possible:

1. Identify the individual(s) and/or company which caused the damage
2. Identify responsible third parties
3. Identify available insurance coverage maintained by the responsible third party/ies
4. Identify the specific damage to property and potential return
5. File any insurance claims with the third party's insurance carrier and pursue the maximum recovery available for the CLIENT
6. Support queries and inquiries about submitted claims
7. Interact with CLIENT offices of City Manager and City Attorney, as appropriate, to support negotiations with responsible individuals or parties and/or their representatives (such as their insurance companies) regarding:
 - a. Payment process for non-insured motorists
 - b. Legal actions against responsible parties
 - c. Court Appearances

D. Documentation

PRS shall prepare the following:

1. Repair estimates
2. Invoices
3. Cover Letters
4. Other documentation and resources as required

E. Reporting

1. PRS shall provide electronic Monthly Reporting in a form similar to the report attached as Exhibit A.2 to the Agreement, which shall include on a per-claim basis, the total amount requested on behalf of CLIENT, the portion of that amount that was a Charged Administrative Fee, the portion of that amount that was an Expense, a description of the Expense, the amount recovered, the date of receipt, the amount compromised in settlement, the amount retained by PRS as a Paid Administrative Fee or Reimbursed Expense, and the amount forwarded to CLIENT.

F. Administration Fee

PRS may add to the damage claim filed a reasonable fee of no more than five hundred dollars (\$500.00) for any claim for which the third party's insurance carrier has additional requirements during negotiations ("Charged Administrative Fee.") A Paid Administrative Fee means an Administrative Fee or a portion of an Administrative Fee that was fully paid by the third party's insurance carrier as part of the damages "on top" of the base damage claim, and therefore may be deducted from the amount recovered and may be retained by PRS. For example, if PRS submits a damage recovery claim in the amount of \$4,500.00, which includes a base recovery claim of \$4,000.00 plus a Charged Administrative Fee of \$500.00, and the responsible third party pays the entire \$4,500.00, then the \$500.00 is a Paid Administrative

Fee. PRS will deduct the \$500.00 from the amount recovered and use \$4,000 as the recovery amount when calculating the percentage due to CLIENT. In contrast, if the responsible third party pays only \$4,000.00, there is no Paid Administrative Fee and PRS will use the entire amount recovered (\$4,000.00) when calculating the percentage of the recovery amount due to CLIENT.

G. Expenses and CLIENT Litigation Costs

- a. PRS Charged Expenses. PRS may incur reasonable expenses in performing the Services, such as expenses for structural engineering or technical certified expert reports, and may add the amount of those expenses to the damage claim filed. Such expenses are “PRS Charged Expenses.”
- b. PRS Reimbursed Expenses are the entire PRS Charged Expense or a portion of the PRS Charged Expense that was paid by the third party as part of the damages “on top” of the base damage claim. PRS will deduct Reimbursed Expenses from the amount recovered and retain them, and will not include the amount of Reimbursed Expenses when calculating the percent of the recovery amount to forward to CLIENT. For example, if PRS incurs an Expense of \$50.00 when preparing a \$4,000.00 claim, PRS will request \$4,050.00 from the responsible third party, with \$50.00 being the PRS Charged Expense. If the responsible third party pays \$4,050.00, the \$50.00 is a Reimbursed Expense. PRS will keep the \$50.00 and use \$4,000.00 when calculating the percentage of recovery amount due to CLIENT. In contrast, if the third party pays only \$4,000.00, PRS will not receive reimbursement for the expense and will calculate the amount due CLIENT on the entire amount received.
- c. CLIENT Litigation Costs. CLIENT is responsible for all costs of litigation, including costs related to preparation of documents, depositions and court reported or recorded statements, expert witness fees, and attorneys’ fees. CLIENT will include such costs in the litigated claim for damages. When the litigated claim is settled outside of court or resolved in court, the recovery amount first will be reduced by the amount of CLIENT’s Litigation Costs before the remainder of the recovery amount is allocated between the Parties. If PRS receives the payment, PRS will forward to CLIENT the entire amount of CLIENT’s Litigation Costs and CLIENT’s portion of the remaining recovery amount to which CLIENT is entitled. If CLIENT receives the recovery amount directly, CLIENT will retain the entire amount of CLIENT’s Litigation Costs and will forward to PRS the portion of the remaining recovery amount to which PRS is entitled.

Duties of CLIENT

A. Required Claims Referral When Damage is not Covered Under CLIENT's Insurance Policy

1. To prevent duplication of efforts, CLIENT shall refer all Property Damage (Third Party Responsible) claims in excess of one hundred dollars (\$100) that are not covered under the CLIENT's insurance policy to PRS or notify PRS in writing of its decision to pursue a claim on its own. CLIENT will refer such claims to PRS in an electronic format, whenever reasonably possible. PRS will not be responsible for such claims under one hundred dollars (\$100).
2. Claims referred to PRS by CLIENT under this subsection generally cannot be recalled by CLIENT prior to the expiration of 12 months. However, if CLIENT desires to cancel the claim, CLIENT may notify PRS that the claim is cancelled and PRS shall no longer pursue it.

B. Permitted Claims Referral When Damage is Covered Under CLIENT's Insurance Policy

1. CLIENT is solely responsible for filing claims with its own insurance carrier as it desires. Such claims include claims related to property damage caused by a third party that are covered by the insurance policy.
2. CLIENT may, but is not required, to refer Property Damage (Third Party Responsible) claims that are covered under the CLIENT's insurance policies to PRS as an alternative to filing such claims with the CLIENT's insurance policy, or in addition to filing such claims with the CLIENT's insurance policy.
3. Once CLIENT has referred a claim to PRS, the CLIENT generally may not recall the claim prior to the expiration of 12 months. However, if CLIENT has submitted a claim for damages to its insurance carrier and the carrier has not denied coverage for the claim, the CLIENT may recall the claim at any time in order to comply with the requirements of its insurance policy. PRS will have no rights to recoveries or fees for a claim paid by CLIENT's insurance carrier or for which CLIENT's insurance carrier has rights of subrogation.
4. If CLIENT's insurance carrier has paid CLIENT for a loss that includes Property Damage losses for which PRS has obtained a recovery, CLIENT is solely responsible for notifying its insurance carrier of the recovery and complying with the reimbursement provisions of the insurance policy.

C. Cooperation

CLIENT shall appoint a primary contact who will receive monthly reports, provide guidance to PRS about property valuations when necessary, approve or arrange for the approval of settlements as necessary, and otherwise provide reasonable assistance to PRS in the performance of this Agreement.

EXHIBIT A.2

Sample Monthly Report

Attachment: PRS Services Agreement_Kingsland_21OCT22 (4043 : Approval Of: Peachtree Recovery Property Damage Recovery Service

Date of Accident	Police Report #	PRS File #	Damaged Property	Claim Status	Total Requested	Date Requested	Charged Admin Fee	PRS Charged Expense	Expense Description	Client Litig. Costs	Total Recovered	% Recovered	Date of Receipt	Net Amount Recovered (after deduction of Paid Administrative Fees, Reimbursed Expenses, Client Litig. Costs)	Amount Due to Client	Number of Days to Recover

Exhibit A.3**SERVICE PROVIDER E-VERIFY COMPLIANCE AFFIDAVIT**

By executing this affidavit, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Georgia under a contract with the [Name of CLIENT], affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subcontractors who present to Service Provider an affidavit containing the information required by O.C.C.A. §13-10-91(b). The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of Authorization

Service Provider:

Project:

Peachtree Recovery Services, Inc.

**Property Damage (Third Party Responsible)
Recovery Services**

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, in _____ (city), _____ (state).

BY: Service Provider Authorized Officer or Agent

Date

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires:

Exhibit A.4

**SERVICE PROVIDER SUBCONTRACTOR
E-VERIFY COMPLIANCE AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor named below, which is an individual, firm, or corporation engaged in the physical performance of services in Georgia under a contract with the **Peachtree Recovery Services, Inc.**, affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period. The undersigned subcontractor attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of Authorization

Name of Subcontractor Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, in _____(city), _____
(state).

BY: Subcontractor Authorized Officer or Agent Date

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public
My Commission Expires



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4054)

Meeting: 11/14/22 06:00 PM
Department: Finance
Category: Agreement
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4054

10.5

Approval Of: Amendment to Intergovernmental Services Agreement for Fire and Rescue Management Support Services

Amendment to clarify leave payout at end of agreement.
Staff recommends approval.

**Amendment to Intergovernmental Services Agreement for
Fire & Rescue Management Support Services between
CAMDEN COUNTY BOARD OF COMMISSIONERS and CITY OF KINGSLAND, Dated July 25, 2022**

1. City of Kingsland will not have to contribute to leave pay out when Chief Smith departs from the County.

APPROVED by the CAMDEN COUNTY BOARD OF COMMISSIONERS ON THE ____ DAY OF _____, 2022

CAMDEN COUNTY BOARD OF COMMISSIONERS

ATTEST: _____
County Clerk

BY: _____
Chairman

APPROVED by the CITY OF KINGSLAND MAYOR AND COUNCIL ON THE ____ DAY OF _____, 2022

CITY OF KINGSLAND

ATTEST: _____
City Clerk

BY: _____
Mayor



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4059)

Meeting: 11/14/22 06:00 PM
Department: City Manager
Category: Miscellaneous
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4059

10.6

Approval Of: Compensation Adjustment for Planning Commission Members

Increase monthly compensation for appointed planning commission members from \$50.00 per month to \$100.00 per month contingent upon attendance of each regularly scheduled monthly meeting.