



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • DECEMBER 12, 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 the Purpose of Considering an Alcohol License for The Makery on Lee -

Angela Haliwell, acting agent for The Makery on Lee is applying for an alcohol license for the sale of beer/wine by the drink to be consumed on premises. The business is located at 111 South Lee Street.

II. CALL TO ORDER AND WELCOME GUESTS

III. ROLL CALL

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

Mayor
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: Water and Sewer Utility Master Plan -
Carter and Sloope
2. Marcie Costello - Camden House Update -

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

IX. PLANNING AND ZONING

1. Approval of Variance - Parcel K07 05 003 - 605 North Georgia Street -

Steve Fahey, with Habitat for Humanity is requesting two variances to KLADO. The first Variance is to Article VII, Section 70-1.1 #1 -Minimum Lot size of 10,000 square feet in an R-1 Zoning District. Applicant is requesting to be able to build a single family residence on each of the two newly created parcels, with each parcel being 6,767 square feet in size. The second variance is to Article VII, Section 70.1.1 #5b -15' rear set back requirement in a R-1 Zoning District. Applicant is requesting a 6.5' variance to the rear set back requirements. The proposed building plans cannot meet the rear setback requirements due to the lot size. Zoning is R-1. *Planning Commission recommends approval.*

2. Approval of Home Occupation - 212 Jake Colton Drive -Map & Parcel 106D 045 -

Chi Brngh has applied for a Home Occupation Permit for an online retail business known as "CB SHOP US, 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.*

3. Approval of Home Occupation - 103 Bluebell Drive - Map & Parcel 107O 024 -

Melissa Young has applied for a Home Occupation Permit for an online T-Shirt business known as "The Sweet Tee Y'all". 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 The Makery on Lee -

Angela Haliwell, acting agent for The Makery on Lee is applying for an alcohol license for the sale of beer/wine by the drink to be consumed on premises. The business is located at 111 South Lee Street.

2. Approval Of: 2023 Alcohol License Renewals -
3. Council Appointments to the Kingsland Planning Commission -

Each Member of the Board serves for a two year term -

Mayor Day - two (2) appointments -

Councilman Blount - one (1) appointment -

Councilman Fullilove - one (1) appointment -

Councilman Galloway - one (1) appointment -

Councilwoman Chance - one (1) appointment -

Council - one (1) appointment -

4. Approval Of: Intergovernmental Agreement with Camden County Board of Education for in the City of Kingsland TAD #2 - Camden Woods -

An intergovernmental agreement between the City of Kingsland and the Camden County Board of Education for inclusion in the City of Kingsland Tax Allocation District #2 - Camden Woods.

5. Approval Of: Camden County Board of Education TAD #2 Resolution -

Resolution by the Camden County Board of Education giving consent to the inclusion of education ad valorem taxes within the City of Kingsland TAD #2 - Camden Woods in accordance with Redevelopment Powers Law, O.C.G.A. 36-449(b).

6. Resolution #2022-11: FY2021-2022 Year End Budget Revisions -

A resolution to amend the Fiscal Year 2021-2022 budget. *Staff recommends approval.*

7. Approval Of: Resolution 2022-12 Establishment and Maintenance of Certificate of Deposits Authorized -

Resolution authorizing establishing and maintaining certificate of deposits with Multi-Bank Securities, Inc.

8. Acceptance Of: Ryan's Cove Phase 2 - Right of Way -

Ronald Sawyer with Live Oak Coastal Homes, LLC has submitted a Quit Claim Deed requesting the City to accept the 50' Right of Way with all infrastructure of Ryan's Cove Phase 2. The final plat was approved December 2020 and the one year warranty period ended in April 2022. An inspection of the infrastructure was completed with no issues found.

9. Approval Of: Boone Street Traffic Signal Warrant Study -

Atlas Technical Consultants, LLC Service Agreement for Traffic Signal Warrant Study at 5 locations on Boone Street. Atlas proposes to perform traffic engineering services in City of Kingsland for a signal warrant analysis at the intersections of Boone Street at I-95 Northbound Ramp, I-95 Southbound Ramp, Crown Pointe Parkway, Haddock Road, and Middle School Road. All the intersections are existing 3-way, stop-controlled intersections and are proposed to become signalized. Proposed lump sum fee is \$17,500.00

10. Bid Award: Purchase of Side Load Refuse Truck with Cab Chassis -

Staff recommends the 2023 Heil DuraPack from Associated Fuel Systems, Inc for \$365,156. This is the only one available immediately with the other ones being 10 to 12 months out. Budget amount is \$350,000; \$15,156 will come from contingency. Price includes delivery.

11. Bid Award: Purchase of Used Vehicles -

Council previously authorized staff to move forward with the purchase of used vehicles for various departments. Five vehicles totaled \$162,040 with a budgeted amount of \$156,000. \$6,040 will need to move from contingency to cover the excess. *Staff recommends approval.*

12. Bid Award: Purchase of Residential Trash Cans -

Bids were received for residential trash cans for half load (approx. 300 cans) and full load (approx. 580 cans). *Staff recommends purchasing a full load from the qualified low bidder, Toter, LLC, for a total price of \$36,360.76(includes delivery). The other bidder did not meet the specifications in the RFP.*

XI. MAYOR AND COUNCIL ANNOUNCEMENT

XII. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 12/12/22 06:00 PM
Department: City Clerk
Category: Public Hearing
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4066

AGENDA ITEM (ID # 4066)

Public Hearing for the Purpose of Considering an Alcohol License for The Makery on Lee

Angela Haliwell, acting agent for The Makery on Lee is applying for an alcohol license for the sale of beer/wine by the drink to be consumed on premises. The business is located at 111 South Lee Street.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 12/12/22 06:00 PM
Department: City Manager
Category: Presentation
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4075

AGENDA ITEM (ID # 4075)

Presentation: Water and Sewer Utility Master Plan

Carter and Sloope



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 12/12/22 06:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 4060)

DOC ID: 4060

Marcie Costello - Camden House Update



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 12/12/22 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 4068)

DOC ID: 4068

Approval of Variance - Parcel K07 05 003 - 605 North Georgia Street

Steve Fahey, with Habitat for Humanity is requesting two variances to KLADO. The first Variance is to Article VII, Section 70-1.1 #1 -Minimum Lot size of 10,000 square feet in an R-1 Zoning District. Applicant is requesting to be able to build a single family residence on each of the two newly created parcels, with each parcel being 6,767 square feet in size. The second variance is to Article VII, Section 70.1.1 #5b -15' rear set back requirement in a R-1 Zoning District. Applicant is requesting a 6.5' variance to the rear set back requirements. The proposed building plans cannot meet the rear setback requirements due to the lot size. 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: December 5, 2022

City Council Meeting Date: December 12, 2022

Agenda Item: Variance for Parcel K07 05 003, 605 N. Georgia St.

Background: The applicant submitted a plat showing a subdivision of parcel K07 05 003 to the Planning Dept. and during review, it was discovered that each newly created parcel is only 6,767 square feet which does not meet 10,000 square feet lot size requirement for the R-1 zoning district. The applicant also submitted a building plan and cannot meet the 15' rear set back requirements in an R-1 zoning district due to the lot size. The two proposed houses that will be built, if the variances are granted, are a Habitat for Humanity project. The same variances were granted on the adjacent lot for the same purpose for Habitat for Humanity. The new homes will enhance the area and provide new housing in this area of the city.

Summary: Steve Fahey, with Habitat for Humanity is requesting two variances to KLADO. The first Variance is to Article VII, Section 70-1.1 #1 –Minimum Lot size of 10,000 square feet in an R-1 Zoning District. Applicant is requesting to be able to build a single family residence on each of the two newly created parcels, with each parcel being 6,767 square feet in size. The second variance is to Article VII, Section 70.1.1 #5b- 15' rear set back requirement in an R-1 Zoning District. Applicant is requesting a 6.5' variance to the rear set back requirements. The proposed building plans cannot meet the rear setback requirements due to the lot size.

Zoning: R-1

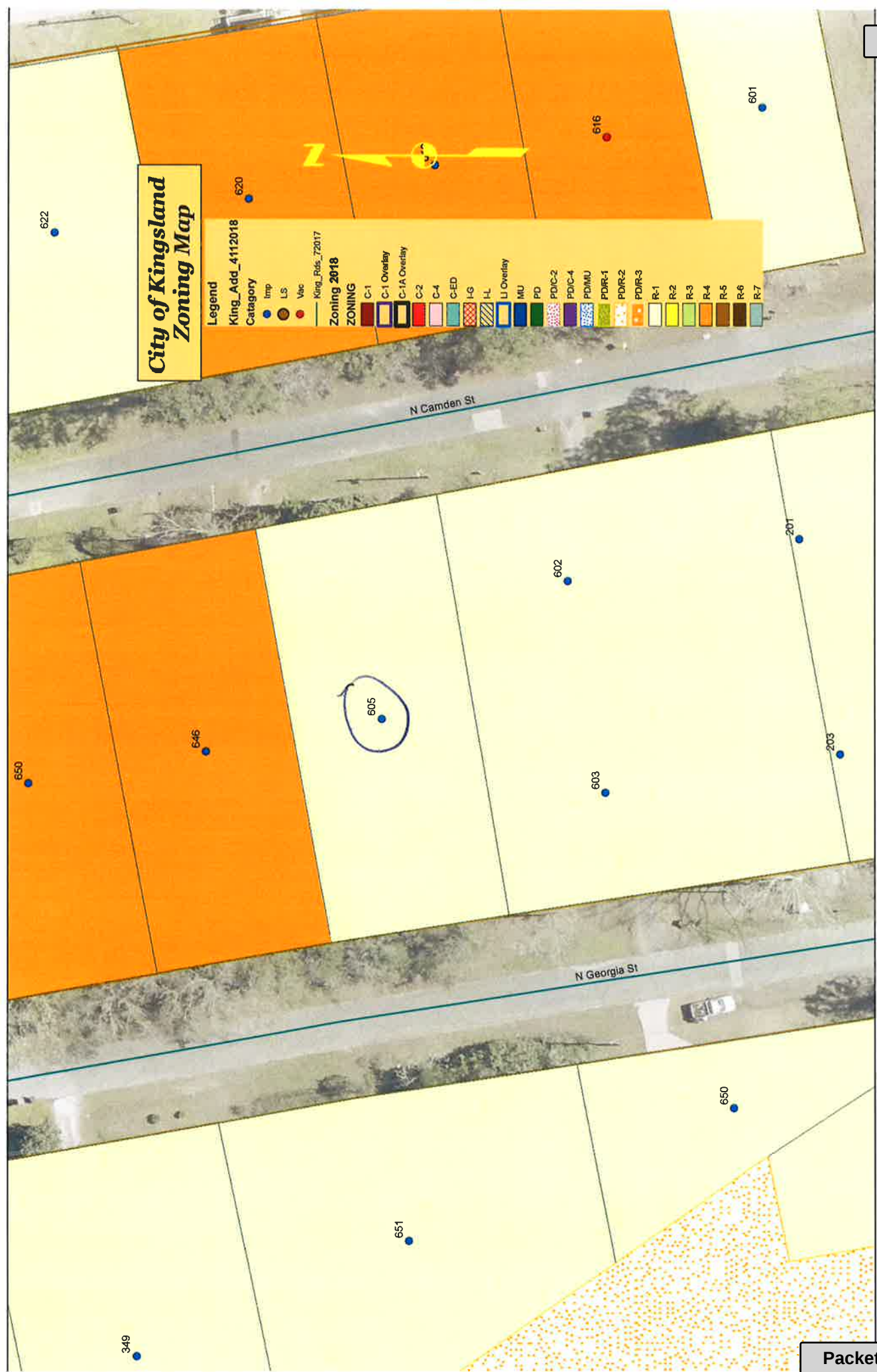
Is Proposal Consistent with the Comprehensive Plan? Yes

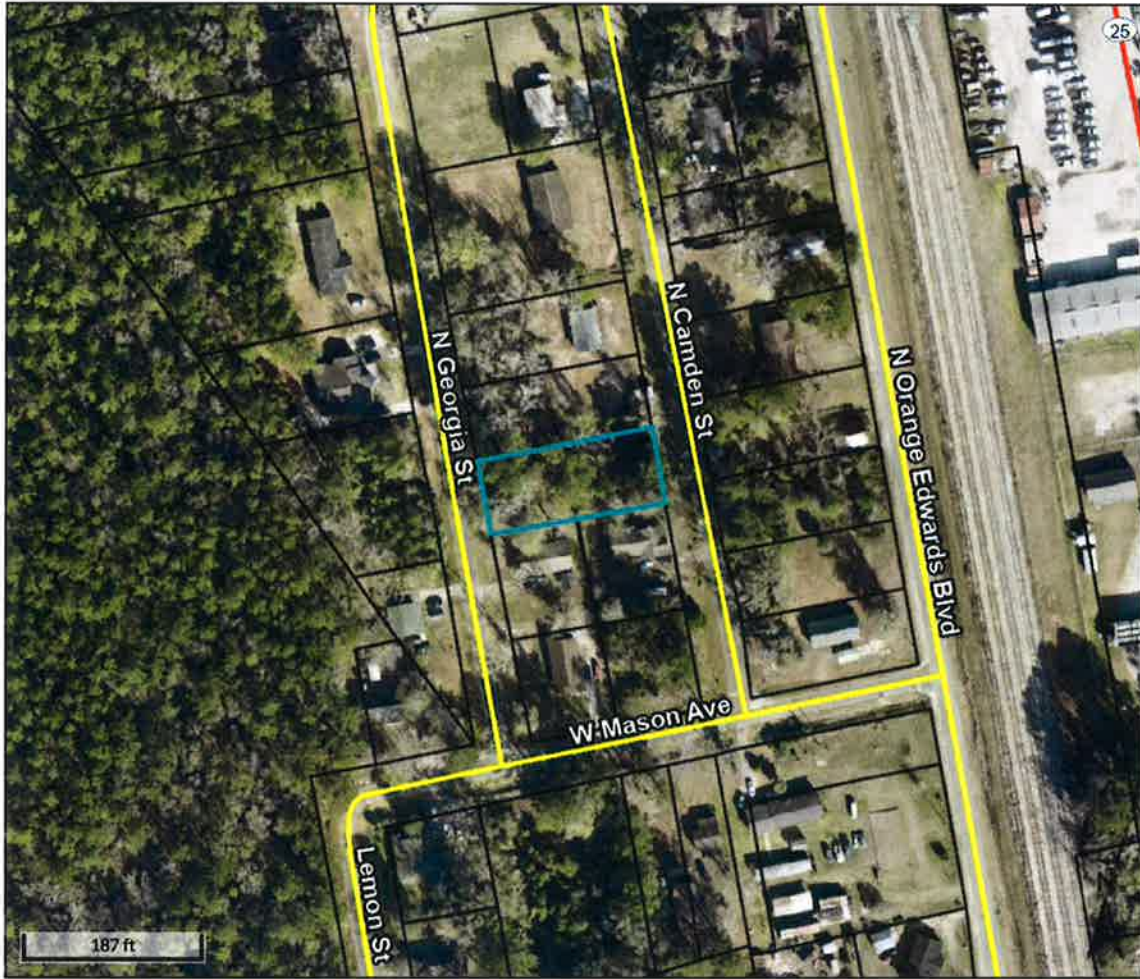
Staff Recommendation: Staff recommends approval of the variance request.

Scott L. Kimball

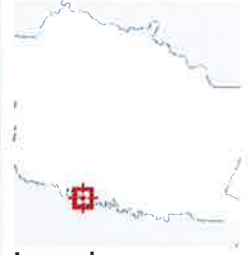
Planning & Zoning Director







Overview



Legend

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

Parcel ID	K07 05 003	Owner	HABITAT FOR HUMANITY OF CAMDEN CO	Last 2 Sales			
Class Code	Exempt		INC	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		141 CITY SMITTY DR	1/28/2010	\$20000	FM	Q
	KINGSLAND		ST MARYS, GA 31558	9/10/2002	0	FY	U
Acres	0.33	Physical Address	n/a				
		Assessed Value	Value \$26400				

(Note: Not to be used on legal documents)

Date created: 10/20/2022
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Developed by 



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 12/12/22 06:00 PM
Department: Planning and Zoning
Category: Home Office Occupancy
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 4070)

DOC ID: 4070

Approval of Home Occupation - 212 Jake Colton Drive -Map & Parcel 106D 045

Chi Brngh has applied for a Home Occupation Permit for an online retail business known as "CB SHOP US, 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.*



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: December 5, 2022

City Council Meeting Date: December 12, 2022

Agenda Item: Home Occupation for 212 Jake Colton Drive, Map & Parcel 106D 045

Summary:

Chi Brngh has applied for a Home Occupation Permit for an online retail business known as "CB SHOP US, LLC". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO.

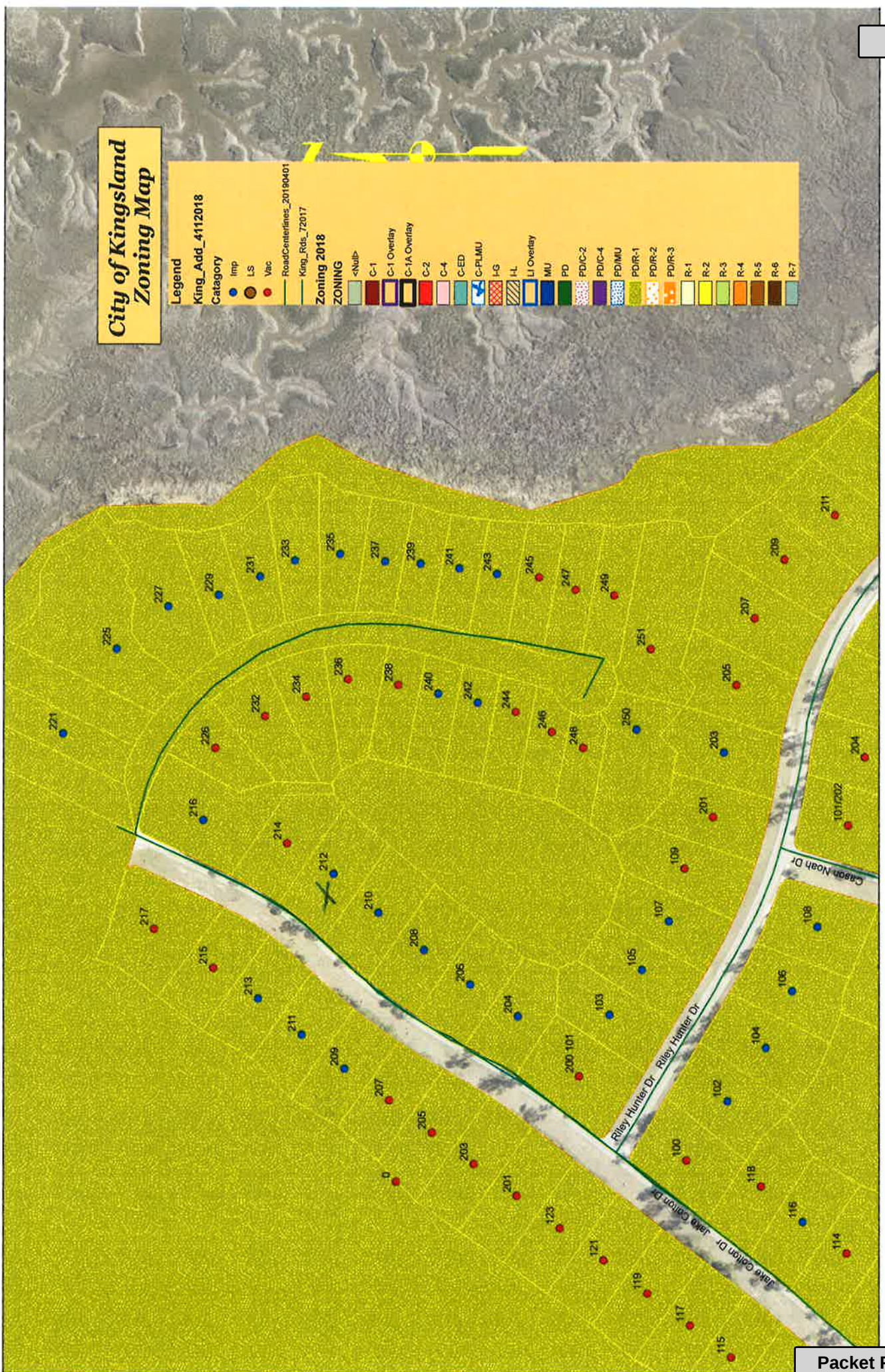
Zoning: PD/R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval

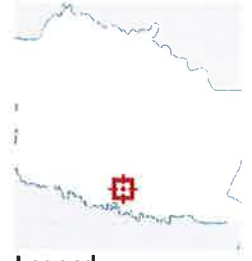
Scott L. Kimball
Planning & Zoning Director

**City of Kingsland
Zoning Map**





Overview



Legend

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

Parcel ID	106D 045	Owner	LAUREL ISLAND HOLDINGS LLC	Last 2 Sales			
Class Code	Residential		100 MARSH HARBOUR PARKWAY	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	7/13/2022	\$589900	FM	Q
	KINGSLAND	Physical Address	212 JAKE COLTON DR	8/30/2016	\$14563	MP	U
Acres	0.3	Assessed Value	Value \$30000				

(Note: Not to be used on legal documents)

Date created: 11/18/2022

Last Data Uploaded: 11/18/2022 7:58:48 AM

Developed by  Schneider
GEOSPATIAL



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 12/12/22 06:00 PM
Department: Planning and Zoning
Category: Home Office Occupancy
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 4069)

DOC ID: 4069

Approval of Home Occupation - 103 Bluebell Drive - Map & Parcel 107O 024

Melissa Young has applied for a Home Occupation Permit for an online T-Shirt business known as "The Sweet Tee Y'all". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is PD/R-1. *Planning Commission recommends approval.*



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

Planning and Community Development

Staff Report

Planning Commission Meeting Date: December 5, 2022

City Council Meeting Date: December 12, 2022

Agenda Item: Home Occupation for 103 Bluebell Drive, Map & Parcel 107O 024

Summary:

Melissa Young has applied for a Home Occupation Permit for an online T-Shirt business known as “The Sweet Tee Ya’ll”. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO.

Zoning: PD/R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval

Scott L. Kimball
Planning & Zoning Director





Overview



Legend

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

Parcel ID 1070 024
Class Code Residential
Taxing District KINGSLAND
 KINGSLAND
Acres 0.28

(Note: Not to be used on legal documents)

Owner YOUNG CHRISTOPHER K
 103 BLUEBELL DRIVE
 KINGSLAND, GA 31548
Physical Address 103 BLUEBELL DR
Assessed Value Value \$169970

Last 2 Sales			
Date	Net Price	Reason	Qual
11/27/2002	\$117615	FM	Q
9/12/2002	\$14115	FY	U

Date created: 10/18/2022
 Last Data Uploaded: 10/17/2022 7:38:52 PM

Developed by 



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 12/12/22 06:00 PM
Department: City Clerk
Category: License
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4067

AGENDA ITEM (ID # 4067)

Approval Of: Alcohol License for The Makery on Lee

Angela Haliwell, acting agent for The Makery on Lee is applying for an alcohol license for the sale of beer/wine by the drink to be consumed on premises. The business is located at 111 South Lee Street.



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

Planning and Community Development Staff Report

City Council Meeting Date: December 12, 2022

Agenda Item: Alcohol License for Angela Halliwell acting agent.

Summary: The applicant has applied for an alcohol license for “The Makery On Lee”, located at 111 S. Lee St. 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-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

Attachment: The Makery on Lee (4067 : Approval Of: Alcohol License for The Makery on Lee)



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 Angela M. Halliwell,

November 9, 2022

A background investigation was conducted for the Alcohol Beverage License application submitted by Angela M. Halliwell for The Makery on Lee, 111 S. Lee St., Kingsland, GA 31548.

The findings are:

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

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

On 11/07/2022, I spoke with Tonya Harvey, at 912-552-4050. Harvey stated he has known Halliwell for approximately 8 years as friends. Harvey stated she knows of no reason why Halliwell should not be granted this application.

On November 9, 2022, I spoke with Wanda Clark, at 904-713-3355. Clark stated he has known Halliwell for few years. Clark stated she knows of no reason why Halliwell should not be granted this application.

Based on the above information I believe Angela Halliwell is qualified for this alcohol license.

Respectfully,

A blue ink signature, appearing to be "RM", written over a horizontal line.

Richard Cook

Criminal Investigations Division

Kingsland Police Dept.

912-729-8260

Attachment: The Makery on Lee (4067 : Approval Of: Alcohol License for The Makery on Lee)

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

AMH 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 3rd day of November, 20 22

Angela Halliwell 806-738-6992
APPLICANT (s)

WITNESS

[Signature]
NOTARY PUBLIC
(SEAL)

To be completed by City Officials

Recommendation of Planning Dir. Approve Disapprove Initials

Recommendation of Police Chief Approve Disapprove Initials

Recommendation of Building Insp. Approve Disapprove Initials

Date of Publication 11/10/22 + 11/17/22

Dates of Reading by Council 12/12/22

Council Voted to: Approve Disapprove Initials

Date License Issued (subject to Council Approval): 12/13/22

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.

Attachment: The Makery on Lee (4067 : Approval Of: Alcohol License for The Makery on Lee)

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

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

1) ☒ I am a United States citizen.

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

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

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

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

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

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

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

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

_____ (please attach copy of document)

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

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

Angela M. Hall
 Signature of Applicant _____ Date _____

Angela M. Halliwell
 Printed Name of Applicant _____

SUBSCRIBED AND SWORN BEFORE ME ON
 THIS THE 31 DAY OF Nov, 2022.

Business License Acct. No. _____

Sales Tax ID No. _____
 (If Applicable)

Scott L. Kimball
 NOTARY PUBLIC/SEAL

My Commission Expires:



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

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

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

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

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

 Federal Work Authorization User Identification Number

 BUSINESS ACCOUNT NO.

 Date of Authorization

 SALES TAX ID NO. (Only if Applicable)

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

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

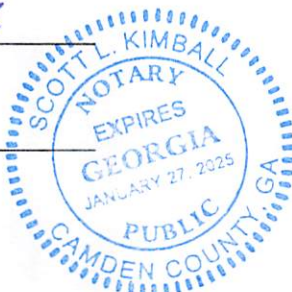
Angela Halliwell 11/3/22
 Signature of Applicant Date

Angela M. Halliwell
 Printed Name of Applicant

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

Scott L. Kimball
 NOTARY PUBLIC/SEAL

My Commission Expires: _____





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: Angela M. Fallinell

Date: 11/3/22

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

The City of Kingsland City Council will hold a public hearing on the alcohol license application for The Makery On Lee, Angela Haliwell acting agent. The business is located at 111 S. Lee St. and the purpose of the alcohol license will be for the sale of beer/wine 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, December 12, 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.

11/10/22 & 11/17/22

Attachment: The Makery on Lee (4067 : Approval Of: Alcohol License for The Makery on Lee)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 12/12/22 06:00 PM
Department: City Clerk
Category: License
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 4074)

DOC ID: 4074

Approval Of: 2023 Alcohol License Renewals



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

2023 ALCOHOL LICENSE RENEWALS

RETAIL- BEER & WINE

0421	<i>Aidens Minit Market – 495 W King Ave.</i>
0636	<i>CNR Inc. dba Chevron Food Mart – 130 Boone Ave.</i>
0768	<i>Chooses #1 – 113 Scrubby Bluff Rd.</i>
0782	<i>Exit 1 BP – 2574 Scrubby Bluff Rd.</i>
0795	<i>Georgia Exit 1 Properties, Inc. – 2600 Scrubby Bluff Rd.</i>
0799	<i>Nimi Enterprises Inc. – 1315 Ga. Hwy 40 E</i>
0802	<i>Publix Supermarket Inc. #455 – 1601 Hwy. 40 E</i>
0817	<i>Winn Dixie Stores #0166 – 1390 Boone St.</i>
1417	<i>S P Food Mart Inc. – 301 N Lee St.</i>
2313	<i>TA Operating LLC dba Petro Stopping Centers – 1105 E King Ave.</i>
2416	<i>CVS Pharmacy #5737 – 1402 Boone St.</i>
2539	<i>A B C Food mart, Inc.- 100 Maycreek Drive</i>
2713	<i>Gope Food Mart Inc. – 500 S Lee St.</i>
2888	<i>Walgreens #10856 – 2060 Hwy. 40 E</i>
3101	<i>Shri Krishna Associates Inc. – 1355 E King Ave. Suite B</i>
3361	<i>Tobacco and Beverage Mart – 800 E King Ave.</i>
3874	<i>R A Nelson Enterprises LLC dba Raceway #983 – 1155 E King Ave.</i>
4116	<i>Gtrac Express Inc. – 5289 Laurel Island Pkwy.</i>

Attachment: 2023 Alcohol Renewal List (4074 : Approval Of: 2023 Alcohol License Renewals)



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

- 4282 *Flash Foods LLC dba Circle K – 1211 E King Ave.*
- 4283 *Flash Foods LLC dba Circle K – 790 E King Ave.*
- 4284 *Flash Foods LLC #2745029 – 490 S Lee St.*
- 4285 *Flash Foods LLC #188 – 1351 Hwy. 40*
- 4625 *Atlantic Travel Center – 1098 Cone Blvd.*
- 4807 *Pilot Travel Center LLC #4562 – 2607 Scrubby Bluff Rd.*
- 4853 *Circle K Stores Inc. #2745100 – 1877 Harriet’s Bluff Rd.*
- 4961 *Race-Trac - 168 Kings Bay Road*
- 5209 *Kings Lake Petroleum Inc. dba South Link 02 – 1371 Hwy. 40*
- 5297 *Friendly Express #86 – 1310 Boone Ave*
- 5535 *M & A Seafood Market – 100 N. Lee St.*
- 5537 *King travel Plaza-Woodbine Trading Company- 1409 Harriet’s Bluff Rd.*
- 5578 *Family Dollar Store- 649 S. Lee St.*
- 5607 *Exit 7 Travel Shop – 1870 Harriet’s Bluff Rd.*
- 5620 *Laurel Food Mart, dba Meer LLC- 7550 Laurel Island Pkwy.*

BEER & WINE BY DRINK

- 1675 *Ship To Shore Seafood & Steaks – 1947 Commerce Drive*
- 2637 *Angelo’s of Kingsland Inc. – 1371 Hwy. 40 E Suite A*
- 5055 *Good Times family BBQ – 1621 Hwy. 40*



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

- 5153 *Moochie's Soup & Sandwich Shop – 100 Marsh Harbour Pkwy. Suite 100*
- 5408 *Cracker Barrel Old Country Store – 1200 Boone Ave.*
- 5451 *Unleashed Camden LLC- 258 Haddock Rd.*
- 5574 *Outside The Box Event Center- 801 E. king Ave. Unit B*

BEER / WINE / LIQUOR BY DRINK

- 0135 *VFW Post 8385 – 150 Camden Woods Pkwy.*
- 0830 *Kings Bay Moose Lodge #2418 – 610 S. Lee St.*
- 2921 *Rare Hospitality Inc. dba Longhorn Steakhouse – 121 Crowne Point Pkwy.*
- 3879 *Tekin Enterprises LLC dba OPS Pizza Kitchen & Café – 1378 Boone St.*
- 5319 *Outer Banks Seafood & Steaks – 140 The Lakes Blvd. Suite H*
- 5446 *Kingsland BBQ LLC dba Sonny's BBQ – 1380 Boone Ave.*
- 5482 *Ruby Tuesday #4509- 100 Crowne Point Pkwy.*
- 5602 *Tequila & Sazon Restaurant – 1301 E. King Ave.*
- 5629 *Fla.-Ga. Railway Heritage Museum – 440 S. Lee St.*
- 5637 *VCREATZE LLC, dba Laurel Links Golf Course – 233 Marsh Harbour Pkwy.*

COMPLIMENTARY BEER/WINE BY DRINK

- 4881 *Luxury Nails & Spa of Kingsland – 109 Haddock Rd. Suite 100*



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 12/12/22 06:00 PM
Department: City Clerk
Category: Appointment
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 4050)

DOC ID: 4050

Council Appointments to the Kingsland Planning Commission

Each Member of the Board serves for a two year term -

Mayor Day - two (2) appointments -

Councilman Blount - one (1) appointment -

Councilman Fullilove - one (1) appointment -

Councilman Galloway - one (1) appointment -

Councilwoman Chance - one (1) appointment -

Council - one (1) appointment -



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4065)

Meeting: 12/12/22 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4065

10.4

Approval Of: Intergovernmental Agreement with Camden County Board of Education for in the City of Kingsland TAD #2 - Camden Woods

An intergovernmental agreement between the City of Kingsland and the Camden County Board of Education for inclusion in the City of Kingsland Tax Allocation District #2 - Camden Woods.

STATE OF GEORGIA

CITY OF KINGSLAND

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____, 2022 (the “Effective Date”) by and between the CITY OF KINGSLAND, a municipal corporation of the State of Georgia (the “City”) and CAMDEN COUNTY BOARD OF EDUCATION, the duly elected governing authority of a political subdivision of the State of Georgia (the “School District”).

WITNESSETH:

In consideration of the respective representations and agreements hereinafter contained and in the furtherance of the mutual public purposes hereby sought to be achieved, the City and the School District do hereby agree as follows:

ARTICLE 1

DEFINITIONS

In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or the use indicates another or different meaning or intent:

- 1.1 **“Agreement or Intergovernmental Agreement”** means this Intergovernmental Agreement dated as of _____ 2022, between the City and the School District.
- 1.2 **“Approved Projects”** means collectively, the specific capital improvements to be undertaken within the City of Kingsland Tax Allocation District (TAD) Number Two: Camden Woods, by the City or by a private developer to achieve the goals and objectives of the Redevelopment Plan, pursuant to the Redevelopment Plan and approved by the TAD Advisory Committee in accordance with Section 3.7 hereof.

- 1.3 **“Board of Education or (BOE)”** means the Camden County Board of Education.
- 1.4 **“Bond Indenture”** means, collectively and each respectively, each Trust Indenture Bond Resolution, Bond Ordinance, Loan Agreement, Financing Agreement or other document or form of financing, including “pay-as-you-go” agreements, pursuant to which one or more series of Bonds is issued.
- 1.5 **“City”** means the City of Kingsland, Georgia.
- 1.6 **“City Resolution”** means that certain Resolution #2022-10, adopted by the Kingsland City Council on October 19, 2022, approving and adopting the City of Kingsland Redevelopment Plan creating Tax Allocation District Number Two: Camden Woods, establishing the Redevelopment Area, authorizing the Kingsland City Council to act as the Redevelopment Agency and other related matters.
- 1.7 **“County”** means Camden County, Georgia
- 1.8 **“Georgia Constitution”** means the Constitution of the State of Georgia of 1983, as amended.
- 1.9 **“Payment in Lieu of Taxes”** or “PILOT” means a payment from the City of Kingsland TAD #2 ad valorem property tax increment to the Camden County Board of Education.
- 1.10 **“Tax Allocation District”** or “TAD” means the tax allocation district (as define in O.C.G.A. §36-44-3 (13)) created by the City and designated as the TAD Number Two: Camden Woods (also referred to as TAD Number Two or “the TAD”) as more fully identified in the applicable redevelopment plan with respect thereto approved by the City.
- 1.11 **“Redevelopment Agency”** means the City Council of the City of Kingsland, Georgia, which will act as the Redevelopment Agency, in accordance with the Redevelopment Powers Law.

- 1.12 **“Redevelopment Area”** means that certain area located within the geographic limits of the City and within the School District created and established as a Redevelopment Area (defined in O.C.G.A. §36-44-3 (7)) by the City in the City Resolution and designated as the City of Kingsland TAD #2 Redevelopment Area”, as more fully described in the City Resolution and the Redevelopment Plan.
- 1.13 **“Redevelopment Costs”** shall have the meaning as set forth in O.C.G.A. §36-44-3 (8).
- 1.14 **“Redevelopment Plan”** means the written plan of redevelopment for the Redevelopment Area approved by the City in the City Resolution and designated as the “City of Kingsland Redevelopment Plan for the Camden Woods Tax Allocation District.”
- 1.15 **“Redevelopment Powers Law”** means Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as amended from time to time.
- 1.16 **“School District Tax Allocation Increment”** means the tax allocation increment within the meaning of O.C.G.A. §36-44-3(14) of the Redevelopment Powers Law with respect to the TADs, including, without limitation, Real Property Tax Increments attributable to the contributions of City, County and School District millage may also be referred to in this Agreement as City, County and School District Tax Allocation Increments, respectively. School District Tax Allocation Increment shall be limited to Real Property Taxes only unless or until such time as the Board of Education agrees to include other ad valorem taxes.
- 1.17 **“State”** means the State of Georgia.
- 1.18 **“Scheduled Debt Service Payments”** means the aggregate scheduled principal and interest payments on the TAD Bonds or other forms of financing in each calendar year in accordance with the Bond Indenture/Development Agreement, which shall include any scheduled sinking fund redemption payments on the TAD Bonds or other forms of TAD financing in such year.

- 1.19 **“School District Resolution”** means that certain resolution adopted by the Board of Education of Camden County Public Schools on _____, 2022, *inter alia*, consenting to the inclusion of certain School District ad valorem taxes in the computation of the Tax Allocation Increments with respect to the TAD subject to the terms and conditions set forth therein and herein, authorizing the execution, delivery and performance of this Agreement, and other related matters.
- 1.20 **“Special Fund”** means the Special Fund with respect to the TAD created pursuant to O.C.G.A. §36-44-11(c).
- 1.21 **“TAD Financing”** means those certain tax allocation bonds, notes or other obligations issued by the City in accordance with O.C.G.A. §36-44-3(12), or funds borrowed from financial institutions in accordance with O.C.G.A. §36-44-16 with respect to the TAD, that the City may issue or borrow as necessary to implement the provisions of the Redevelopment Plan, as provided in the City Resolution, which may include one or more series of bonds, notes or other obligations and which may be issued at one or more times. Only pay-as-you go financing is contemplated for use in TAD #2.
- 1.22 **“Tax Allocation Increment”** means the amount of the tax allocation increment with respect to real property accrued in each calendar year within Kingsland’s TAD #2, as provided in O.C.G.A. §36-44-3(14).
- 1.23 **“Term”** means the term of this agreement as proscribed in Section 3.1 hereof.

ARTICLE 2

- 2.1 **Representations of the City.** The City makes the following representations as the basis for the undertakings on its part herein contained:

2.1.1 The City created the City of Kingsland TAD Number Two effective as of October 19, 2022, pursuant to its redevelopment powers as authorized by the Redevelopment Powers Law and the City Resolution. The City duly adopted the Redevelopment Plan pursuant to the Redevelopment Powers Law and the City Resolution.

2.1.2 The City has made certain findings with respect to the Redevelopment Plan in accordance with the Redevelopment Powers Law, including, without limitation, that: (i) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan, and (ii) the public infrastructure improvements to the Redevelopment Area is likely to enhance the value of a substantial portion of the real property in Kingsland TAD Number Two.

2.1.3 The city intends to authorize the issuance of TAD financing, consisting of a pay-as-you-go financing plan, notes or other means of TAD financing as may be necessary to implement provisions of the Redevelopment Plan.

2.1.4 The City is permitted by ARTICLE IX, SECTION III, PARAGRAPH I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the School District for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting partners are authorized by law to undertake or provide, and accordingly as a corollary, the Redevelopment Powers Law provides that the City may exercise its redevelopment powers and create redevelopment plans and tax allocation districts, and issue one or more series of bonds, notes or other obligations to finance, in whole or in part, the development costs within a tax allocation district and which are issued on the basis of pledging for the payment or security of payment of such bonds positive tax allocation increments derived from the tax allocation district, all or part of the general funds derived from the tax allocation district, and any other property from which the bonds may be paid as provided in the Redevelopment Powers Law.

2.1.5 The City has the power to enter into this Agreement and perform all obligations contained herein, and by proper action has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid and binding legal obligation of the City, enforceable against the City in accordance with its terms.

2.2 Representations of the School District. The School District makes the following representations as the basis for the undertakings on its part herein contained:

2.2.1 The School District is permitted by ARTICLE IX, SECTION III, PARAGRAPH 1 of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the City of joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with such activities, services or facilities the contracting parties are authorized by law to undertake or provide.

2.2.2 The School District has the power to enter into this Agreement and perform all obligations contained in this agreement and by proper action has duly authorized the execution, delivery and performance of this agreement, including, without limitation, the inclusion of ad valorem property taxes levied by the School District on taxable real property within the City of Kingsland Tax Allocation District #2: Camden Woods in the computation of the Tax Allocation Increments for the purposes set forth in the Redevelopment Plan, pursuant O.C.G.C. §36-44-9(c).

2.2.3 This Agreement is a valid and binding legal obligation of the School District, enforceable against the School District in accordance with its terms.

ARTICLE 3

3.1 **Terms of the Agreement.** The term of the Agreement (the “Term”) shall commence on the Effective Date hereof and this Agreement shall remain in full force and effect for the TAD

until (i) all TAD Financing and the eligible Redevelopment Costs have been paid in full, (ii) the TAD has been terminated by Resolution for other reasons; or (iii) ten years have elapsed from the Effective Date, whichever first occurs.

3.2 Certification of the Tax allocation Increment Base. The City and School District hereby agree that the Tax Allocation Increment Base for the Kingsland TAD Number Two, which will be certified by the State Revenue Commission as of December 31, 2022, is the taxable value of all real property subject to ad valorem property taxation located within the TAD net of all exemptions and exclusions applicable as of such date.

3.3 Inclusion of Ad Valorem Property Taxes in Computation of Tax Allocation Increment for City TAD. The determination of ad valorem property taxes included in the increment for the TAD will be based on the following:

3.3.1 Pursuant to the School District Resolution, the School District hereby consents and agrees to the inclusion of School District ad valorem taxes on real property within the TAD in computation of the Tax Allocation Increments for the TAD in accordance with the Redevelopment Powers Law, effective as of December 31, 2022, subject to and in accordance with this Agreement.

3.3.2 Commencing in 2022, the School District agrees to remit to the City each year and in accordance with the Redevelopment Powers Law, the School District Tax Allocation Increment for the TAD for such year within forty-five (45) days after the due date for all ad valorem taxes paid by the due date and withing forty-five (45) days after the end of the calendar month of collection as to all such taxes paid after the due date thereof.

3.4 Issuance of TAD Bonds or Other TAD Financings. The City shall be solely responsible for the issue or cause of TAD bonds or other TAD financing to be issued for TAD Number Two. The aggregate principal amount of any and all TAD Financing issued with respect to the TAD shall be determined on the basis of the judgement of qualified professionals as to the projected estimate of the Tax Allocation Increment.

3.4.1 No later than December 31, 2032 (i) the City shall issue or cause TAD bonds or other TAD Financing to be issued, or (ii) the Commencement of Construction of Significant Projects shall have occurred.

3.4.2 In the event the deadline set forth in subsection 3.4.1 is not met, the consent of the School District to the inclusion of its ad valorem taxes on real property within the TAD in the computation of the Tax Allocation Increment for the TAD shall automatically terminate as of December 31, 2032. In such an event, the School District Tax Allocation Increment accumulated and remaining in the Special Fund through such termination date shall be paid to the School District by the City within forty-five (45) days after the termination date.

3.4.3 By October 30th of each year of this agreement the Board of Education will communicate in writing with the City Manager of Kingsland and the Camden County Tax Collector its enumeration of the number of public school students attending Camden County Schools from within the boundaries of TAD #2. The number of public school students in a given year will determine the amount of Payments in Lieu of Taxes (PILOT) due the School District that year from the ad valorem increment from TAD #2 according to the following formula:

a) If the total number of public-school students residing within the boundaries of TAD # 2 is less than 250 as of October 30 of a calendar year, then the Board of Education shall be entitled to a PILOT in the amount of 30% of the total Tax Allocation Increment for that calendar year.

b) If the total number of public-school students residing within the boundaries of TAD # 2 is 250 or more but less than 500 as of October 30 of a calendar year, then the Board of Education shall be entitled to a PILOT in the amount of 40% of the total Tax Allocation Increment for that calendar year.

c) If the total number of public-school students residing within the boundaries of TAD # 2 is 500 or more as of October 30 of a calendar year, then the Board of Education shall be entitled to a PILOT in the amount of 50% of the total Tax Allocation Increment for that calendar year.

3.4.4. For the term of the tax allocation district, the School District shall also be entitled to an additional annual Payment in Lieu of Taxes for any year in which the ad valorem taxes paid to the School District from the “tax allocation increment base” (as defined in O.C.G.A. § 36-44-3(15)) of \$85,021, which amount represents the current School District property taxes generated from existing properties in the TAD in 2022. In any such year, the School District shall (in addition to any PILOT fee owed under Section 3.4.3 above) be entitled to a PILOT fee in the amount of ad valorem taxes actually paid to the School District from the tax allocation increment base.

3.5 **Reporting.** The City will provide to the School District commencing with calendar year 2023 and each calendar year thereafter (i) within thirty (30) days after the end of the each such calendar year, a comprehensive annual report regarding the current status of the redevelopment occurring within TAD Number One, forecasts of future development, the amount of positive Tax Allocation Increments generated by that development and the intended use of Tax Allocation Increments generated within the TAD. The City will also provide to the School District, within fifteen (15) days after issuance of the City’s Comprehensive Annual Financial Report, a copy of the annual audit of, as applicable, the Redevelopment Agency for the TAD or the City, to include the amount of positive Tax Allocation Increment deposited into the respective TAD Special Fund, the Year-end Fund balances, the uses of such funds and all debt service obligations outstanding.

3.6 **Use of School District Tax Allocation Increment.** The School District’s Tax Allocation Increment may be used for purposes consistent with the anticipated uses of estimated future TAD proceeds as specified in the Redevelopment Plan, including but not necessarily limited to the following:

3.6.1 To pay TAD financing costs as defined in O.C.G.A. §36-44-3 (8)(B)

3.6.2 To pay organizational costs, imputed administrative costs, and professional services costs associated with the implementation of the Redevelopment Plan and TAD as provided in O.C.G.A. §36-44-3(B).

3.6.3 To pay capital costs, professional services costs and real property assembly costs associated with private development on private property.

3.6.4 Excess Funds attributable to the School District Tax Allocation Increment from any calendar year may be applied by the City to prepare the amount of TAD Financing then outstanding.

3.6.5 Nothing in this section shall be intended or should be construed to limit the use of proceeds from TAD Bonds or other TAD Financing, and the same may be used for all purposes allowed under the Redevelopment Powers Law.

3.7 **Special Conditions, Stipulations or Requirements.** The City shall promptly notify the School District in writing of any special conditions, stipulations or requirements imposed on at any time or from time-to-time hereafter by any other taxing authority with respect to the Tax Allocation Increment and the TAD. If so elected by the BOE, the School District shall be entitled to the benefit of any special financial conditions stipulations or requirements imposed with respect to the Tax Allocation Increment and the TAD. The parties hereto hereby agree that this Agreement shall be amending or supplemented to provide for such special financial conditions, stipulations or requirements impose hereafter, any the City hereby agrees to enter any such amending or supplement to the Agreement required as aforesaid.

3.8 **Request to Include County Increment.** The parties specifically acknowledge that City shall seek the consent of the Camden County Commission for inclusion of County Tax Allocation Increments for the purposes of paying redevelopment costs.

3.9 **City's Indemnification of School District.** The City hereby agrees to defend and hold harmless the School District and its Board of Education, officials, employees, agents and

representatives form an against any and all claims, losses, damages, costs or expenses arising from or in connection with any actions, claims, suits or challenges of any kind related to the exercise, use, implementation or performance by the City of its Redevelopment Agency of the City's rights, powers or authority under the Redevelopment Powers Law or the actions of the City its Redevelopment Agency under the Agreement.

3.12 **Limitation of Obligations.** The school District shall have no financial obligation as a result of the redevelopment and improvement of the TAD or the Redevelopment Area other than the inclusion of School District ad valorem taxes in the computation of the Tax Allocation Increment of the TAD as provided herein. TAD Bonds shall not constitute an indebtedness of or a charge against the general taxing power of the School District.

ARTICLE 4

4.1 **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

4.2 **Entire Agreement.** This agreement expresses the entire understanding and all agreements between the parties hereto with respect the matters set forth herein.

4.3 **Survival of Warranties.** All agreements, covenants, certifications, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transaction contemplated hereby shall survive the execution and the delivery hereof, regardless of ay investigation or other action taken by any person relying thereon.

4.4 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be original, and all of which shall constitute but one and the same instrument.

4.5 **Amendments in Writing.** This Agreement may be amended, supplemented, or otherwise modified solely by a document in writing duly executed and delivered by the City and School District. No waiver, release, or similar modification of this agreement shall be established by

conduct, custom, of course or dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the School District.

4.6 **Notices.** Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed by certified mail, return receipt requested, postage prepaid, to the City and School District at the address shown below or at such other addresses as may be furnished by the City and School District in writing from time to time.

CITY:

City Manager
City of Kingsland
107 S. Lee Street
P.O Box 250
Kingsland, GA 31548

With a Copy to:
City Attorney

SCHOOL DISTRICT:

Dr. John Tucker
Superintendent of Schools
Camden County Schools
311 South Est Street
Kingsland, GA 31548

With a Copy to:

4.7 **Severability.** If any provision of this agreement shall be held to deemed to be or shall, in effect, be inoperative or unenforceable under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable, to any extent whatever. The invalidity of any one or more phases, sentence., clauses or sections contained in this agreement shall not affect the remaining portion so the agreement or any part thereof.

4.8 **Limitation of Rights.** Nothing in this agreement expressed or implied, shall give to any person, other than the parties hereto and their successors an assigns hereunder, any benefit of any legal or equitable right, remedy, or claim under this agreement.

IN WITNESS WHEREOF, the City and School District have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the effective date set forth hereinabove.

CITY OF KINGSLAND, GEORGIA

By:_____

Dr. C. Grayson Day, Jr., Mayor

Attest:_____

Jo Seigler, City Clerk

(SEAL)

This____day of _____, 2022

CAMDEN COUNTY SCHOOLS, BOARD OF EDUCATION

By:_____

Jane Brown, Chairman

Attest:_____

School District Clerk

This____day of _____, 2022

ATTACHMENT A

City Resolution



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4080)

Meeting: 12/12/22 06:00 PM
Department: City Manager
Category: Resolution
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4080

Approval Of: Camden County Board of Education TAD #2 Resolution

Resolution by the Camden County Board of Education giving consent to the inclusion of education ad valorem taxes within the City of Kingsland TAD #2 - Camden Woods inn accordance with Redevelopment Powers Law, O.C.G.A. 36-449(b).

A RESOLUTION CONSENTING TO THE INCLUSION OF CERTAIN CAMDEN COUNTY EDUCATIONAL AD VALOREM TAXES IN THE COMPUTATION OF THE TAX ALLOCATION INCREMENT FOR THE CITY OF KINGSLAND TAX ALLOCATION DISTRICT NUMBER TWO — CAMDEN WOODS; SUBJECT TO APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE CAMDEN COUNTY BOARD OF EDUCATION; AND FOR OTHER PURPOSES

WHEREAS, the Council of the City of Kingsland (the “City”), by resolution adopted on October 19, 2022 (the “City Resolution”), adopted the Camden Woods Redevelopment Plan (the “Redevelopment Plan”) and established Tax Allocation District Number Two — Camden Woods (the “Camden Woods TAD”) within the incorporated portion of Kingsland, Camden County, Georgia (the “County”) in the area of the City (the “Redevelopment Area”) as shown in the City Resolution, a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, the City Resolution provides that the Camden Woods TAD was created pursuant to the City’s redevelopment powers as authorized by the Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, and became effective on December 31, 2022; and

WHEREAS, copies of the City Resolution and the Redevelopment Plan for the TAD have been furnished to the Camden County Board of Education

WHEREAS, the City made certain findings with respect to the Redevelopment Plan, including the following:

(a) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan;

(b) the improvement of public infrastructure as called for in the Redevelopment Area is likely to enhance the value of a substantial portion of the real property in the district; and

WHEREAS, the City Resolution provides that the City intends to authorize the issuance of forms of tax allocation financing obligations as may be necessary to implement provisions of the Redevelopment Plan; and

WHEREAS, the Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, provides that Board of Education ad valorem property taxes derived from within a municipal tax allocation district may be included in the computation of the tax allocation increment of the district if the governing body of the School District consents to such inclusion by resolution; and

WHEREAS, the City of Kingsland has obtained consent from the Camden County Board of Commissioners, by Resolution adopted ____, 2022, to inclusion of the County's share of ad valorem taxes in the computation of the tax allocation increment for the TAD; and

WHEREAS, the Redevelopment Powers Law provides that ad valorem property taxes levied by an independent Board of Education for educational purposes derived from a municipal tax allocation district may be included in the computation of tax allocation increment of the tax allocation district if the governing body of the Board of Education consents to such inclusion by resolution;

WHEREAS, the Board of Education has promulgated a policy regarding approval for including the School ad valorem taxes in the computation of the tax allocation increment for a Tax Allocation District with objective criteria for obtaining such approval; and

WHEREAS, the City of Kingsland has complied with the Board of Education's Policy regarding Tax Allocation Districts; and

WHEREAS, the Board of Education and the City wish to enter into an Intergovernmental Agreement to memorialize the agreement of the two governmental entities regarding the TAD and shall proceed in good faith to negotiate the terms of said Agreement; and

WHEREAS, based on the provisions contained in the Intergovernmental Agreement, the Board of Education now wishes to consent to inclusion of Board of Education ad valorem taxes in the computation of the tax allocation increment for the City of Kingsland TAD Number Two – Camden Woods Redevelopment Area.

NOW, THEREFORE, BE IT RESOLVED BY THE CAMDEN COUNTY BOARD OF EDUCATION, in accordance with the Redevelopment Powers Law, O.C.G.A. §36-44-9(b) the Board of Education, does hereby consent to inclusion of educational ad valorem real property taxes within the City of Kingsland TAD Number Two – Camden Woods in the computation of the tax allocation increment for the TAD.

BE IT FURTHER RESOLVED that the School District is authorized to enter into an Intergovernmental Agreement of which is attached as Attachment “A” which contains, inter alia, the following terms and conditions:

- 1) By no later than December 31, 2032, TAD Financing shall have been issued by the City. In the event this deadline is not met, the Board’s consent to the inclusion of its ad valorem taxes on property within the TAD in the computation of the tax allocation increment for the TAD shall automatically terminate as of said deadline of December 31, 2032, and the Camden County School District Tax Allocation Increment deposited in the Special Fund through such termination date shall be paid to the School District within sixty (60) days after such termination date.
- 2) By October 30th of each year of this agreement the Board of Education will communicate in writing with the City Manager of Kingsland and the Camden County Tax Collector its enumeration of the number of public school students attending Camden County Schools from within the boundaries of TAD #2. The number of public school students in a given year will determine the amount of Payments in Lieu of Taxes (PILOT) due the School District that year from the ad valorem increment from TAD #2 according to the following formula: less than 250 students a PILOT fee of 30%; 250 to 499 students a PILOT fee of 40%; 500 or more students a PILOT fee of 50% of the increment from TAD #2.
- 3) For the term of the tax allocation district, an annual Payment in Lieu of Taxes will be paid from any incremental ad valorem property taxes collected by the Camden County Tax Collector annually. The PILOT fee will consist of two elements each year of the TAD: the first, should property taxes from the base valuation of the TAD not already be paid directly to the School District, will be \$85,021 which represents the current School District property taxes generated from existing properties in the TAD in 2022. The second, will equal either 30%, 40% or 50% of the Board of Education’s remaining increment for TAD #2 that year, based on the level of student enrollment within the TAD as documented in Section 2 above. Should there be no incremental taxes generated in a given year of the TAD, the school district will be entitled to its proportional share of the taxes generated that year. The annual payment will be made within 30 days of receipt of the incremental tax receipts from the County Tax Collector.
- 4) The City agrees that it will develop the TAD area in a manner consistent with the Redevelopment Plan and the City’s Future Land Use Map, which encourages commercial and mixed-use development within the TAD.
- 5) Any funds remaining in the TAD Special Fund after all redevelopment costs and all TAD Financing have been paid or otherwise satisfied, which funds were derived from the CCSD Tax Allocation Increment, a pro rata portion of such remaining

funds from the Included Parcels, shall be paid to the CCSD within 60 days after the end of the calendar year, in the same manner and the same proportion as the most recent distribution by the applicable collecting tax authority in accordance with the Redevelopment Powers Law.

- 6) The City of Kingsland will provide annual financial reports to the School District related to the TAD on or before February 15th of each year subsequent to the year in which financing is provided, which is expected to occur no later than December 2023.

BE IT FINALLY RESOLVED that this Resolution shall be effective immediately upon adoption and that all resolutions and parts of resolutions in conflict with this resolution are hereby rescinded to the extent of such conflict.

PASSED AND ADOPTED by the Camden County Board of Education this
__th day of December, 2022.

By:

 JANE BROWN, Chairman
 Camden County Board of Education

 Dr. John Tucker
 Superintendent of Schools

ATTEST: [SEAL]

 Secretary
 Camden County Board of Education



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4071)

Meeting: 12/12/22 06:00 PM
Department: Finance
Category: Budget
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4071

10.6

Resolution #2022-11: FY2021-2022 Year End Budget Revisions

A resolution to amend the Fiscal Year 2021-2022 budget. *Staff recommends approval.*

**A RESOLUTION TO AMEND THE FISCAL YEAR 2021/22
BUDGET RESOLUTION FOR THE CITY OF KINGSLAND
Resolution # 2022-11**

BE IT ORDAINED by the Mayor and Council of the City of Kingsland, Georgia in regular session lawfully assembled for City purposes:

Account Name	Budget Account	Adopted Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed
That it is necessary to amend the budget in the General Fund (100) for an increase in expenditures of the Information Technology department and decrease in expenditures of the Planning & Zoning department.					
That the above transaction can be fulfilled by changing the following budget accounts:					
Salaries	100-46-1535-511100	\$58,686		\$6,186	\$64,872
Salaries	100-65-7200-511100	\$133,625		(\$6,186)	\$127,439
			\$0	\$0	

That it is necessary to amend the budget in the General Fund (100) to account for year-end accounting entries for retirement contributions.

That the above transaction can be fulfilled by changing the following budget accounts:					
Transfers In WS	100-00-0000-391160	\$0	\$85,651		\$85,651
Transfers In SW	100-00-0000-391165	\$0	\$19,301		\$19,301
W/S Retirement Contr.	100-45-1500-512450	\$0		\$85,651	\$85,651
S/W Retirement Contr.	100-45-1500-512454	\$0		\$19,301	\$19,301
			\$104,952	\$104,952	

That it is necessary to amend the budget in the Confiscated Assets Fund (210) to account for an increase/(decrease) in revenues/expenditures of the fund.

That the above transaction can be fulfilled by changing the following budget accounts:					
Confiscations	210-00-0000-351340	\$0	\$36,214		\$36,214
Vehicles	210-00-0000-542200	\$0		\$36,214	\$36,214
			\$36,214	\$36,214	

That it is necessary to amend the budget in the CDBG-MIT Grant Fund (222) to account for an increase/(decrease) in revenues/expenditures of the fund.

That the above transaction can be fulfilled by changing the following budget accounts:					
Transfers In from Water/Sewer	222-00-0000-391160	\$0	\$31,500		\$31,500
Professional Services	222-00-0000-521201	\$0		\$31,500	\$31,500
			\$31,500	\$31,500	

That it is necessary to amend the budget in the CDBG-DR HRRP Fund (225) to account for an increase/(decrease) in revenues/expenditures of the Grant Fund.

That the above transaction can be fulfilled by changing the following budget accounts:					
CDBG-DR Grant Revenue	225-00-0000-334310	\$515,338	\$286,452		\$801,790
Professional	225-00-4250-521200	\$400,000		\$286,452	\$686,452
			\$286,452	\$286,452	

Attachment: Resolution 2022-11 FY 2021-22 Year End Budget Adjustments (4071 : Resolution #2022-11: FY2021-2022 Year End Budget

That it is necessary to amend the budget in the Multiple Grant Fund (250) to account for an increase/(decrease) in revenues/expenditures of the Grant Fund.

That the above transaction can be fulfilled by changing the following budget accounts:

Account Name	Budget Account	Adopted Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed
LMIG Revenue	250-00-0000-334311	\$228,656	\$440,345		\$669,001
LMIG T/O to SPLOST	250-00-0000-611321	\$228,656		\$440,345	\$669,001
			<u>\$440,345</u>	<u>\$440,345</u>	

That it is necessary to amend the budget in the Hotel/Motel Tax Fund (276) to account for increases in hotel/motel tax revenues and related transfers to General Fund, CVB Fund, and Revenue Bond Fund.

That the above transaction can be fulfilled by changing the following budget accounts:

Hotel/motel Tax Revenues	276-00-0000-314100	\$1,100,000	\$343,225		\$1,443,225
Transfer Out to General Fund	276-00-0000-611100	\$429,000		\$133,858	\$562,858
Transfer Out to CVB	276-00-0000-611275	\$484,000		\$151,019	\$635,019
Transfer Out to Revenue Bond	276-00-0000-611500	\$187,000		\$58,349	\$245,349
Transfer In from H/M Tax Fund	100-00-0000-391190	\$429,000	\$133,858		\$562,858
Transfer In from H/M Tax Fund	275-00-0000-391190	\$484,000	\$151,019		\$635,019
Transfer In from H/M Tax Fund	420-00-0000-391190	\$187,000	\$58,349		\$245,349
General Fund Contingency	100-45-1500-574000	\$857,016		\$133,858	\$990,874
CVB Contingency	275-76-7545-579000	\$450,676		\$151,019	\$601,695
Revenue Bond Fund Contingency	420-00-0000-574000	\$15,127		\$58,349	\$73,476
			<u>\$686,451</u>	<u>\$686,452</u>	

That it is necessary to amend the budget in the Water/Sewer Fund (505) to account for an increase in expenses of the Information Technology department.

That the above transaction can be fulfilled by changing the following budget accounts:

Salaries	505-46-1535-511100	\$39,125		\$2,558	\$41,683
Salaries	505-90-4410-511100	\$912,295		(\$2,558)	\$909,737
			<u>\$0</u>	<u>\$0</u>	

That it is necessary to amend the budget in the Solid Waste Fund (540) to account for an increases in expenses of the department.

That the above transaction can be fulfilled by changing the following budget accounts:

Garbage Fees	540-00-0000-344111	\$1,130,000	\$36,000		\$1,166,000
Insurance Recovery	540-00-0000-383000	\$0	\$6,783		\$6,783
Sale of Recycled Materials	540-00-0000-344130	\$5,000	\$9,210		\$14,210
Automobile Parts	540-85-4510-531101	\$85,000		\$42,783	\$127,783
Equipment (Recycling)	540-85-4540-542101	\$0		\$9,210	\$9,210
			<u>\$51,993</u>	<u>\$51,993</u>	

THEREFORE, BE IT RESOLVED, that the City of Kingsland does hereby ordain, resolve, and enact the foregoing budget amendments for the City of Kingsland, Georgia.

Adopted this 12th day of December 2022.

CITY OF KINGSLAND, GEORGIA

Dr. C. Grayson Day, Jr., Mayor

Attest: _____
Jean Seigler, City Clerk



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4078)

Meeting: 12/12/22 06:00 PM
Department: Finance
Category: Resolution
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4078

10.7

Approval Of: Resolution 2022-12 Establishment and Maintenance of Certificate of Deposits Authorized

Resolution authorizing establishing and maintaining certificate of deposits with Multi-Bank Securities, Inc.



MULTI-BANK SECURITIES, INC.®

NON-CORPORATE RESOLUTION FORM

I. IDENTIFICATION OF QUALIFIED INTERMEDIARY / WITHHOLDING ENTITY

LEGAL NAME OF ORGANIZATION: _____

TYPE OF ORGANIZATION: _____

ACCOUNT NUMBER: _____

Be it resolved that each of the following has been duly elected or appointed and is now legally holding the title set opposite his/her name.

_____	_____
(Name of Authorized Person)	(Title)
_____	_____
(Name of Authorized Person)	(Title)
_____	_____
(Name of Authorized Person)	(Title)

II. CERTIFICATION

I, _____ of
(Name and Title of Officer or Partner signing this Non-Corporate Resolution)

_____ hereby certify that said organization is duly and legally
(Name of Organization)

organized and existing and that a quorum of the _____
(Name of Governing Body of Organization)

of said Organization attended a meeting duly held on the _____ day of _____, 20____

at which the following resolutions were duly adopted, and that such resolutions are in full force and effect on this date and

do not conflict with the _____ of said organization.
(Name of Governing Rules)

I further certify that I have the authority to execute this Non-Corporate Resolution on behalf of said Organization, and that

the _____ of the Organization which took the action called for by the
(Name of Governing Body of Organization)

resolutions annexed hereto has the power to take such action.

*SIGNATURE: _____ DATE: _____

TITLE: _____

*The signer should be someone other than one of the authorized person(s) named above. However, if signed by an authorized person named above, the Fed Wire Letter of Authorization and/or ACH Authorization Agreement must be signed by an authorized person other than the signer of this document.

Attachment: Non-Corporate Resolution (4078 : Approval Of: Resolution 2022-12 Establishment and Maintenance of Certificate of Deposits

III. RESOLUTIONS

Certified Copy Of Certain Resolutions by the Governing Body of Said Organization Whereby the Establishment and Maintenance of Accounts Have Been Authorized.

RESOLVED –

FIRST: That the named Authorized Persons of this organization or _____ or _____ be and they hereby are, and each of them is, authorized and empowered, for and on behalf of this organization (herein called the “Organization”), to establish and maintain one or more accounts with Multi-Bank Securities, Inc. (herein called the “Brokers”) and Pershing LLC, its successors or assigns, and for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, pledging, or otherwise disposing of or realizing upon, and generally dealing in and with;

(a) THIS PARAGRAPH PERMITS CASH TRANSACTIONS IN SECURITIES

any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, chooses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise;

(b) THIS PARAGRAPH PERMITS CASH AND MARGIN TRANSACTIONS IN SECURITIES

any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, chooses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise; and margin transactions, including short sales;

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said Authorized Persons and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to the Brokers with respect to said transactions; to bind and obligate the Organization to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such Authorized Persons and/or drafts drawn upon the funds of the Organization such sums as may be necessary in connection with any of the said accounts to deposit funds with the Brokers; to deliver securities and/or contracts to the Brokers; to order the transfer or delivery thereof to any other person whatsoever, and/or to order the transfer record of any securities, or contracts, or titles, to any name selected by any of the said Authorized Persons or agents; to affix the Organization’s seal to any documents or agreements, or otherwise; to endorse any securities and/or contracts in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Organization all releases, powers of attorney and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct the Brokers to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities, to borrow money and securities, if applicable, and to secure repayment thereof with the property of the Organization; to appoint any other person or persons to do any and all things which any and all things which any of the said Authorized Persons and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such Authorized Persons and/or agents with respect thereto.

SECOND: That the Brokers may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Organization directly.

THIRD: That the person signing this Non-corporate Resolution on behalf of the Organization be and hereby is authorized, empowered and directed to certify to the Brokers:

- (a) a true copy of these resolutions;
- (b) specimen signatures of each and every person by these resolutions empowered;
- (c) a certificate (which, if required by brokers, shall be supported by an opinion of the general counsel of the Organization, or other counsel satisfactory to the Brokers) that the Organization is duly organized and existing, that its governing rules empower it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers by the governing rules of the Organization or otherwise.

FOURTH: That the Brokers may rely upon the certified copy of the resolutions, specimen signatures, and certificate, as continuing fully effective unless and until the Brokers shall receive due written notice of change or rescission, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision. nor shall the fact that any person hereby empowered ceases to be an Authorized Person of the Organization or becomes an Authorized Person under some title, in any way affect the powers hereby conferred, but the failure to supply any specimen signature shall not invalidate any transaction where the party authorizing the same has been actually empowered thereto by or in conformity with these resolutions.

FIFTH: That in the event of any change in the office of powers of persons hereby empowered, an Authorized Person shall certify such changes to the Brokers in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons therefore authorized, and to empower the persons thereby substituted.

SIXTH: That the Authorized Persons of the Organization be, and hereby is, authorized and empowered to countersign items as aforesaid.

SEVENTH: That the foregoing resolutions and the certificates actually furnished to the Brokers by the Authorized Person of pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Brokers.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 12/12/22 06:00 PM
Department: City Clerk
Category: Deed
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4072

AGENDA ITEM (ID # 4072)

Acceptance Of: Ryan's Cove Phase 2 - Right of Way

Ronald Sawyer with Live Oak Coastal Homes, LLC has submitted a Quit Claim Deed requesting the City to accept the 50' Right of Way with all infrastructure of Ryan's Cove Phase 2. The final plat was approved December 2020 and the one year warranty period ended in April 2022. An inspection of the infrastructure was completed with no issues found.



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: December 12, 2022

Agenda Item: Ryan's Cove Phase 2 – ROW Acceptance

Background:

Ronald Sawyer with Oak Coastal Homes, LLC have submitted a Quit- Claim Deed requesting the City of Kingsland to accept the 50' ROW with all infrastructure of Ryan's Cove Phase 2. The final plat was approved by City Council in December of 2020 and the one-year warranty period ended April 8, 2022. An inspection of the infrastructure was completed by the Planning Dept. and Public Works and no issues were found, all infrastructure was in good working order. The submitted Quit Claim Deed is attached to this report.

Zoning: PD-R2

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends approval

Scott L. Kimball

Planning Director

Attachment: Ryans Cove Phase 2 ROW (4072 : Acceptance Of: Ryan's Cove Phase 2 - Right of Way)

Please return to:
 Kinney & Hendrix, LLC
 Attorneys at Law
 P. O. Box 7050
 St. Marys, GA 31558
 File 41262

STATE OF GEORGIA

COUNTY OF CAMDEN

QUIT-CLAIM DEED

THIS INDENTURE, made this 14th day of November, 2022, between, **LIVE OAK COASTAL HOMES, LLC, a Georgia limited liability company**, of the first part, and the **CITY OF KINGSLAND, a municipal corporation of the State of Georgia**, of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of \$10.00 and other valuable considerations in hand paid, the receipt whereof is acknowledged, has bargained, sold, and by these presents does remise, convey and forever QUIT CLAIM to the said party of the second part, its successors and assigns, all those lots, tracts, or parcels of land lying and being in the City of Kingsland, 1606th G. M. District, Camden County, Georgia, more particularly described as follows:

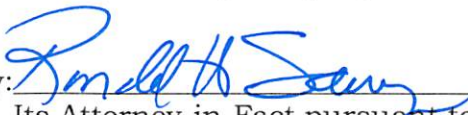
All of Ryan Nicholas Drive (a 50- foot right-of-way), as more fully and accurately shown and described on that certain plat of survey by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated April 12, 2021, recorded in Plat Book 2021, page 52, Camden County Georgia, records.

Together with all water and sewer systems and infrastructure located therein and also together with all utility and drainage easement rights dedicated on the aforementioned subdivision plat. This conveyance shall not include any irrigation lines and wells located within the property being conveyed. Grantor hereby reserves an easement over, under and through the aforesaid property for the placement, repair, and maintenance of irrigation lines and wells.

TO HAVE AND TO HOLD the said bargained premises to the said party of the second part, so that neither the said party of the first part nor its successors and assigns, nor any other person or persons claiming under it shall at any time by any means or ways, have, claim or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the said party of the first part has hereunto set the hand and seal of its authorized signatory, the day and year above written.

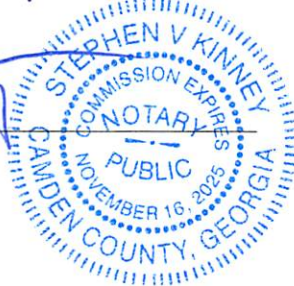
LIVE OAK COASTAL HOMES, LLC, a Georgia
limited liability company

By:  (SEAL)
Its Attorney-in-Fact pursuant to power of
attorney dated October 5, 2015, recorded
in Deed Book 1781, page 729, Camden
County, Georgia, records.

Signed, sealed, and delivered
in the presence of:


Witness


Notary Public



RESOLUTION ACCEPTING PROPERTY

WHEREAS, the City of Kingsland has previously approved the subdivision plat :

Ryans Cove, Phase II Subdivision, as shown on that plat of survey prepared by Ernest R. Bennett, Jr. Georgia Registered Land Surveyor No. 2893, dated April 12, 2021, recorded in Plat Book 2021, page 52, Camden County, Georgia, records.

WHEREAS, all streets and other improvements required under ordinances of the City of Kingsland have been completed and accepted by the City of Kingsland; and

WHEREAS, Live Oak Coastal Homes, LLC has tendered to the City of Kingsland a deed conveying the following property:

All of Ryan Nicholas Drive (a 50- foot right-of-way), as more fully and accurately shown and described on that certain plat of survey by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated April 12, 2021, recorded in Plat Book 2021, page 52, Camden County Georgia, records.

Together with all water and sewer systems and infrastructure located therein and also together with all utility and drainage easement rights dedicated on the aforementioned subdivision plat. This conveyance shall not include any irrigation lines and wells located within the property being conveyed. Grantor hereby reserves an easement over, under and through the aforesaid property for the placement, repair, and maintenance of irrigation lines and wells.

which deed is acceptable to the City of Kingsland;

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND, GEORGIA, that the deed from Live Oak Coastal Homes, LLC, to the City of Kingsland, Georgia, conveying the aforesaid street and easements within the subdivisions, dated _____, is hereby accepted by the City of Kingsland.

THIS _____ day of _____, 2022.

CITY OF KINGSLAND, GEORGIA

By: _____(SEAL)
Its Mayor

Attest: _____(SEAL)
Its Clerk

Attachment: Ryans Cove Phase 2 ROW (4072 : Acceptance Of: Ryan's Cove Phase 2 - Right of Way)

CLERK'S CERTIFICATE

I, Jean Seigler, the duly appointed, qualified and acting Clerk of the City of Kingsland, Georgia, do hereby certify that the attached resolution was duly adopted by the Mayor and Council of the City of Kingsland, Georgia, at its regular meeting held on _____, 2022, and I do further certify that the copy of the resolution is a true and correct copy of said resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said City this _____ day of _____, 2022.

Jean Seigler





City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4073)

Meeting: 12/12/22 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4073

10.9

Approval Of: Boone Street Traffic Signal Warrant Study

Atlas Technical Consultants, LLC Service Agreement for Traffic Signal Warrant Study at 5 locations on Boone Street. Atlas proposes to perform traffic engineering services in City of Kingsland for a signal warrant analysis at the intersections of Boone Street at I-95 Northbound Ramp, I-95 Southbound Ramp, Crown Pointe Parkway, Haddock Road, and Middle School Road. All the intersections are existing 3-way, stop-controlled intersections and are proposed to become signalized. Proposed lump sum fee is \$17,500.00



2450 Commerce Avenue | Suite 100
Duluth, GA 30096-8910
770.263.5945 | F 770.263.0166
oneatlas.com

December 1, 2022

Lee Spell
City Manager
City of Kingsland Georgia
P.O. Box 250
Kingsland, GA 31548

Subject: Signal Warrant Studies for Five Locations on Boone Street, Kingsland, Georgia
Atlas Proposal No. 22-14656

Dear Mr. Spell:

Atlas Technical Consultants LLC (Atlas) is ready to assist with a signal warrant study for the intersections of Boone Street at I-95 Northbound Ramp, I-95 Southbound Ramp, Crown Pointe Parkway, Haddock Road, and Middle School Road as described in Exhibit A, attached to this letter.

Our fee to provide professional services for the referenced project is \$17,500.00 (seventeen thousand five hundred and 00/100 dollars). Our detailed proposal is included in the attachments of this letter. If you find this proposal acceptable, please let us know at your earliest convenience.

Thank you for this opportunity. If you have any questions, please call me at 678.713.8349.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robinson Nicol". The signature is fluid and cursive, with the first name "Robinson" and last name "Nicol" clearly distinguishable.

Robinson Nicol, PE, PTOE
Lead Traffic Engineer

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ between **City of Kingsland** with its principal place of business located at 107 S. Lee Street, Kingsland, GA 31548 (hereinafter referred to as "Client"), and **Atlas Technical Consultants LLC** with its local place of business located at 2450 Commerce Avenue, Duluth, Georgia 30096 (hereinafter referred to as "ATLAS").

WITNESSETH:

WHEREAS, Client requires certain services and ATLAS possesses knowledge, experience and technical resources to provide such services.

WHEREAS, Client desires to contract with ATLAS and ATLAS desires to accept and perform such services;

NOW THEREFORE, Client and ATLAS, in consideration of the terms, covenants, recitals and conditions herein contained, hereby agree as follows:

1. **Services.** ATLAS hereby agrees to provide certain Services as defined and set forth in Exhibit "A" Scope of Services, which is attached hereto and incorporated herein by reference.

2. **Compensation.** In consideration of the Services to be rendered by ATLAS under this Agreement, Client agrees to pay ATLAS in accordance with the labor categories and fees listed in Exhibit "B" – Fee Schedule, which is attached hereto and incorporated herein by reference.

3. **Payment for Services.** Client agrees to pay invoices within thirty (30) days of receipt. Interest at the rate of one and one-half percent (1.5%) per month shall be payable on any amounts which are due but unpaid after thirty (30) days after receipt of such invoice. ATLAS reserves the right to suspend the performance of Services, or to immediately terminate this Agreement in the event any invoice remains unpaid for sixty (60) days. In the event it is necessary for ATLAS to utilize the services of an attorney for the collection of unpaid amounts, Client agrees to pay ATLAS's reasonable attorney's fees directly attributable to such collection efforts.

4. **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate of ATLAS and ATLAS's officers, directors, partners, employees, agents and subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of ATLAS or ATLAS's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total actual compensation received by ATLAS pursuant to this Agreement, or the total amount of \$10,000.00, whichever is greater.

5. **Standard of Care.** Services provided by ATLAS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

6. **Delays.** ATLAS agrees to make good faith efforts to comply with reasonable schedule requirements requested by Client. Notwithstanding the foregoing, ATLAS shall not be responsible for delays caused by factors beyond ATLAS's control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of ATLAS's services or instrumentalities of service, or delays caused by faulty performance by Client or by contractors of any level.

7. **Indemnification.** ATLAS agrees to indemnify and hold Client harmless from and against suits, claims, liabilities, costs and expenses to the extent resulting from the negligent acts, errors or omissions of ATLAS, its officers, agents and employees.

8. **Independent Contractor Status.** It is understood and agreed between the parties hereto that ATLAS (including any agents, employees, subcontractors, successors and assigns of ATLAS), in the performance of services under this Agreement, shall act as an independent contractor and not as an officer, agent, or employee of Client. ATLAS acknowledges responsibility for all federal, state, and local requirements for employers which apply to ATLAS.

9. **Records.** ATLAS shall maintain detailed records of its Services relating to this Agreement and shall make such records, including all accounts, bills, and vouchers relative thereto, available to Client and internal and external auditors for the purposes of making audits, examinations, excerpts, and transcriptions. Such records shall be maintained for a minimum of three (3) years following completion of Services under this Agreement and all other pending matters are closed.

10. **Jurisdiction and Venue.** Client and ATLAS stipulate that the laws of the State of Georgia shall govern any dispute between the parties, and that jurisdiction and venue shall be determined exclusively on the basis of the location of the local office of ATLAS out of which this Agreement arises.

11. **Employment.** Client warrants that, during the term of this Agreement and for a period of one year subsequent to its termination, neither Client nor any of its affiliates, successors or assigns will employ or enter a contractual relationship with any person who is a regular or contract employee of ATLAS.

12. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of Client and ATLAS and their respective successors and assigns. ATLAS shall have the right to assign this Agreement without Client's prior written consent in the event ATLAS shall hereafter affect a corporate reorganization, consolidate with, or merge into, any entity that controls, is controlled by, or is in common control with the ATLAS.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between Client and ATLAS with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral contracts between Client and ATLAS respecting the subject matter hereof. All individuals executing this Agreement on behalf of Client hereby expressly warrant that they are specifically authorized to execute same on behalf of Client.

14. **Amendment of Agreement.** This Agreement may be altered or amended only by written instrument signed by Client and ATLAS.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

CLIENT:

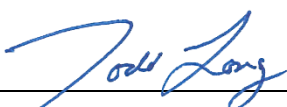
Lee Spell
City Manager
City of Kingsland
107 S. Lee Street
P.O. Box 250
Kingsland, GA 31548
912-729-5613

ATLAS TECHNICAL CONSULTANTS LLC

By: _____

Title: _____

Date: _____

By:  _____

Title: Georgia Division Manager

Date: December 1, 2022

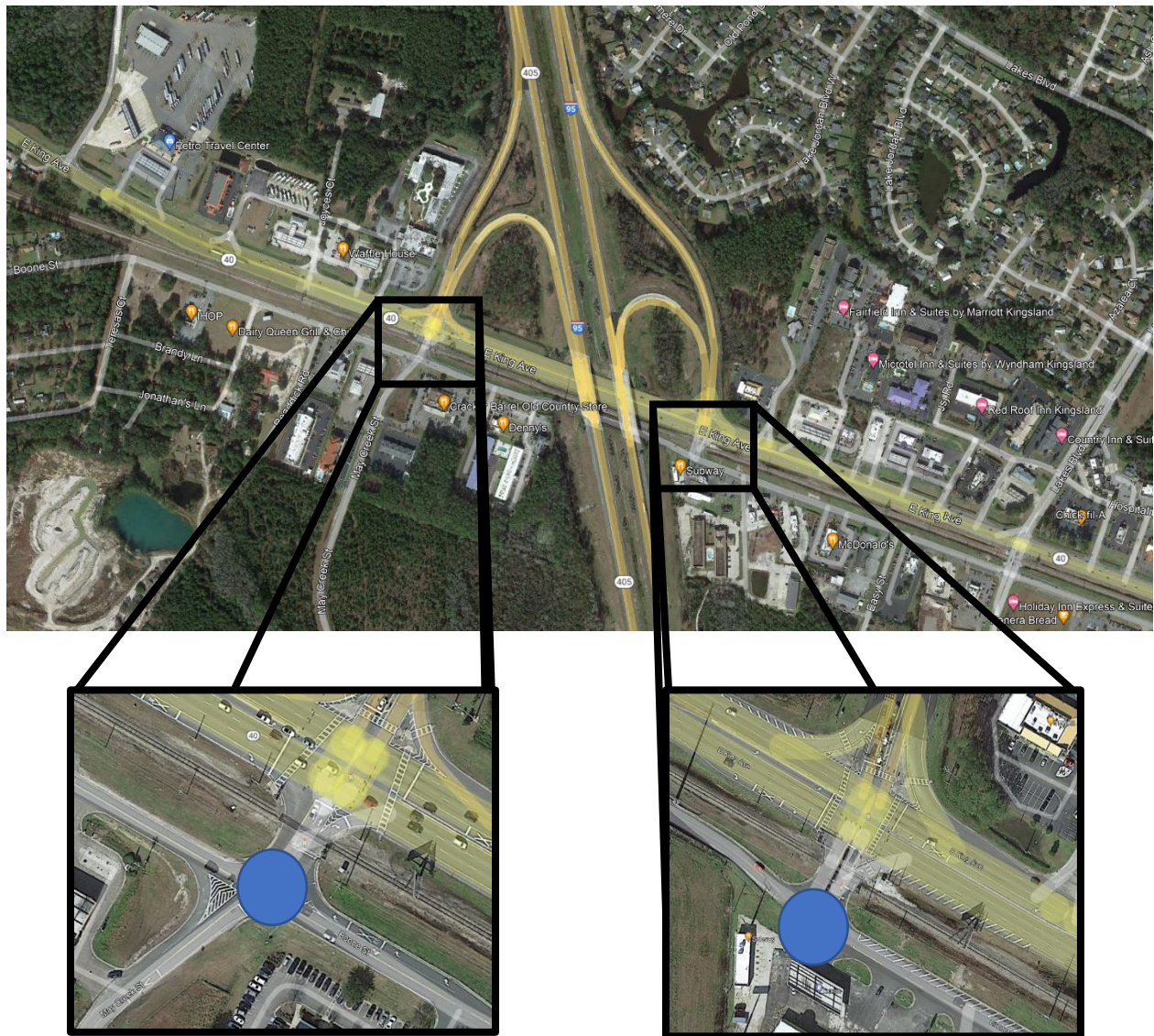
EXHIBIT "A"

Scope of Services

Provide professional services in the area of Traffic Engineering expertise for the following location.

Atlas proposes to perform traffic engineering services in City of Kingsland for a signal warrant analysis at the intersections of Boone Street at I-95 Northbound Ramp, I-95 Southbound Ramp, Crown Pointe Parkway, Haddock Road, and Middle School Road. All the intersections are existing 3-way, stop-controlled intersections and are proposed to become signalized. There are existing traffic signals at the adjacent intersections on King Avenue and a railroad track separates them from the study intersections. The project scope includes data collection, field visit, sight distance evaluation, crash analysis, warrant evaluation, and report writing.

Note: The price does not include a GDOT ICE analysis or signal design since they are not part of the scope. This additional work can be completed for upon request for an agreed upon price.



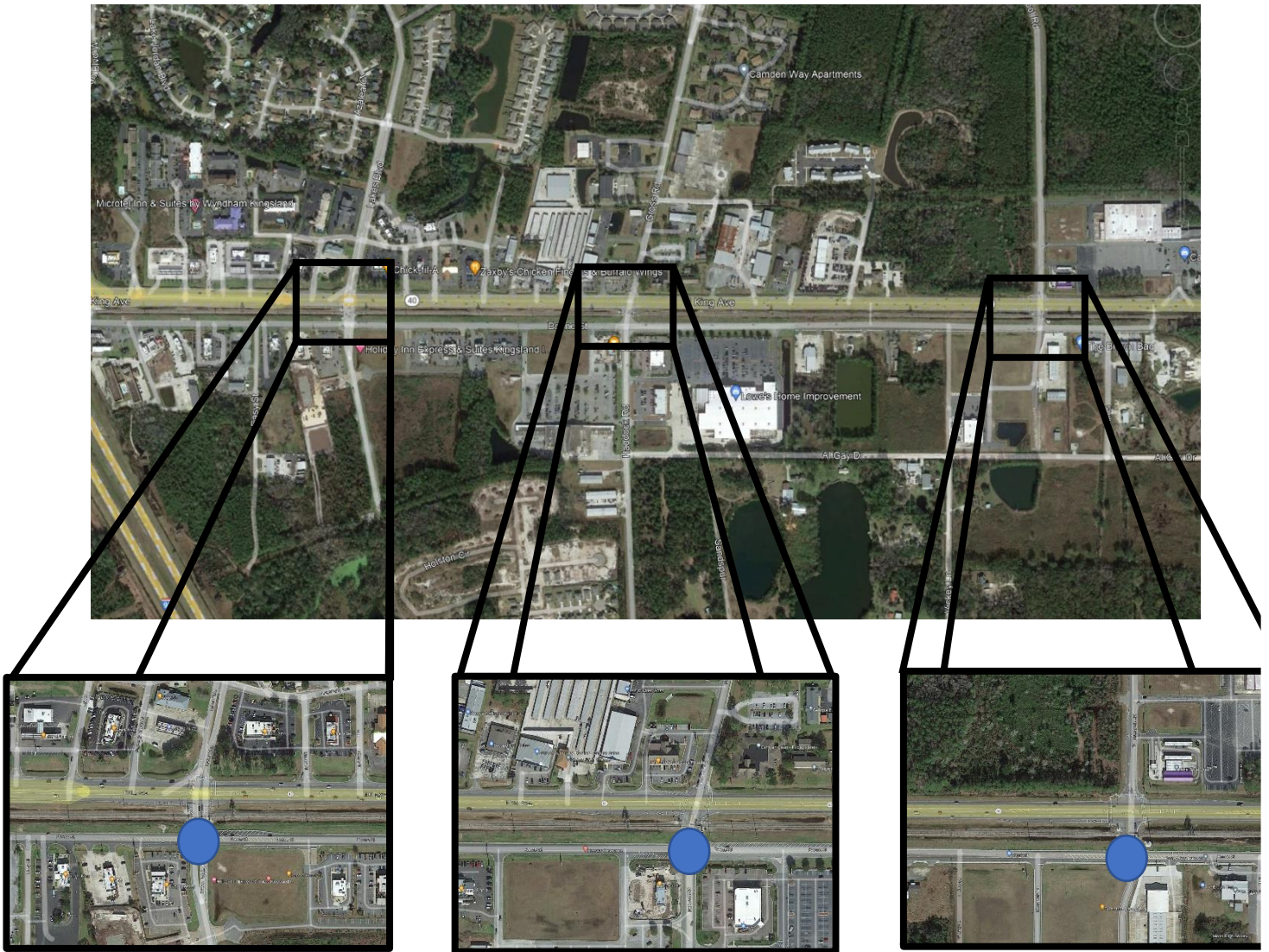


EXHIBIT "B"

FEE SCHEDULE

We will accomplish the services outlined for a lump sum fee of \$17,500.00. Additional services requested by you will be based upon our current hourly rate schedule. The study will be complete and ready for submission within eight weeks of notice to proceed.

ACTIVITY/PHASE	COST	APPROXIMATE HOURS
Data Collection	\$2,500	Fixed hours plus hourly rate
Field Visit	\$1,250	15
Sight Distance Evaluation	\$1,250	20
Crash Analysis	\$4,000	45
Warrant Evaluation	\$6,000	60
Report Writing	\$2,500	45
Total	\$17,500	185*

* Total estimated hours depend upon those spent during data collection

HOURLY RATE SCHEDULE

POSITION	MAN-HOUR FEE
Lead Traffic Engineer	\$200.00
Senior Traffic Engineer	\$150.00
Traffic Engineer	\$100.00



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4079)

Meeting: 12/12/22 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4079 A

10.10

Bid Award: Purchase of Side Load Refuse Truck with Cab Chassis

Staff recommends the 2023 Heil DuraPack from Associated Fuel Systems, Inc for \$365,156. This is the only one available immediately with the other ones being 10 to 12 months out. Budget amount is \$350,000; \$15,156 will come from contingency. Price includes delivery.

Bid Tabulation
Automated Side Load Refuse Truck with Cab Chassis
RFP #COK 23-003
Tuesday, December 6, 2022 @ 2:00 PM



Vendor	Year-Make-Model	Cost of Refuse Truck	Cost of Cab & Chassis	Cost of Delivery	Total Cost including Delivery	ETA
Nulife Municipal Truck Center	2023 Curbtender/Peterbuilt	\$149,400.00	\$199,300.00	Included	\$348,700.00	280-330 Days
Nulife Municipal Truck Center	2023 Curbtender/Peterbuilt	\$149,400.00	\$202,600.00	Included	\$352,000.00	280-330 Days
Solid Waste Applied Technologies	2023 NewWay	\$355,000.00	Included	Included	\$355,000.00	Dec. 2023 Approx. 360 Days
Solid Waste Applied Technologies	2023 NewWay	\$365,000.00	Included	Included	\$365,000.00	Oct. 2023 Approx. 280-300 Days
Associated Fuel Systems, Inc.	2023 Heil DuraPack	\$164,098.00	\$201,058.00	Included	\$365,156.00	In stock can be delivered within 3 days once awarded.
Solid Waste Applied Technologies	2023 NewWay Sidewinder	\$372,000.00	Included	Included	\$372,000.00	Dec. 2023 Approx. 360 Days
Solid Waste Applied Technologies	NewWay	\$379,740.00	Included	Included	\$379,740.00	Dec. 2023 Approx. 360 Days

This Request for Proposal was advertised on the Ga Procurement Registry, City of Kingsland and GMA websites.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4076)

Meeting: 12/12/22 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4076

10.11

Bid Award: Purchase of Used Vehicles

Council previously authorized staff to move forward with the purchase of used vehicles for various departments. Five vehicles totaled \$162,040 with a budgeted amount of \$156,000. \$6,040 will need to move from contingency to cover the excess. *Staff recommends approval.*

Bid Tabulation
Used Vehicles Purchase Enterprise



Department	Year	Make	Model	Total Paid for Vehicle
Kingsland Fire & Rescue	2020	Ford	F-150	\$39,648.00
MUD	2018	Chevrolet	Express Van	\$38,648.00
IT	2018	Ford	Transit Connect Van	\$27,648.00
Housing & Development	2020	Dodge	1500 Ram Truck	\$30,648.00
Planning & Zoning	2020	Chevrolet	Equinox	\$25,448.00

All vehicles were purchase from Enterprise Vehicle Exchange in Jacksonville, FL



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4077)

Meeting: 12/12/22 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4077 A

10.12

Bid Award: Purchase of Residential Trash Cans

Bids were received for residential trash cans for half load (approx. 300 cans) and full load (approx. 580 cans). *Staff recommends purchasing a full load from the qualified low bidder, Toter, LLC, for a total price of \$36,360.76(includes delivery). The other bidder did not meet the specifications in the RFP.*

Bid Tabulation
Purchase of Garbage Cans

10.12.a

	# of Cans 300 1/2 Load			
Company	Cost of Cans	Delivery	Total Cost	ETA
Otto Environmental Systems	\$60.00	\$1,285.00	\$19,285.00	30-45 Days
Toter, LLC	\$59.50	\$1,850.76	\$19,700.76	35-56 Days
	# of Cans 580 Full Load			
Otto Environmental Systems	\$60.00	\$1,285.00	\$36,085.00	30-45 Days
Toter, LLC	\$59.50	\$1,850.76	\$36,360.76	35-56 Days

Request for Proposal was advertised on the City of Kingsland and Georgia Municipal Association websites.

Attachment: Bid Tabulation-Purchase of Garbage Cans Nov. 2022 (4077 : Bid Award: Purchase of Residential Trash Cans)