CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA ● JUNE 12, 2023

Regular Meeting	**City Council Chamber**	**6:00 PM**

107 South Lee Street - City Hall, Kingsland, GA 31548

I. CALL TO ORDER AND WELCOME GUESTS

II. ROLL CALL

Charles Grayson Day Jr.	Mayor
James W Galloway	Councilman
Farran Fullilove	Councilman
Kristy Chance	Councilwoman
Alex Blount	Mayor Pro Tem

III. INVOCATION AND PLEDGE TO THE FLAG

IV. 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

V. PRESENTATION

1. Presentation: MainPoint Employee Wellness Clinic Update -
2. Presentation: PlugPower -

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. PLANNING AND ZONING

1. Approval of Re-Zoning - Parcel 107 035 -

Sawyer & Associates, Inc. has applied for a re-zoning of (1) parcel containing approximately 69 acres located on the east side of Camden Woods Parkway. The applicant is requesting the parcel be re-zoned to PD/MU (Planned Development/Mixed Use). The purpose of the re-zone request is for a residential/commercial development containing 98 residential lots along with (2) commercial tracts. The current zoning of the parcel is PD/R-2 (Planned Development/Medium & High Residential). The development will be Phase 2 of The Villas at Camden Woods and Sawyer & Associates, Inc. has submitted a PD to the City Planning office that has been reviewed and accepted.

Planning Commission recommends approval.

2. Approval of Preliminary Plat - The Villas at Camden Woods Phase 2 -

Sawyer and Associates, Inc. has submitted a preliminary plat for approval that will consist of 98 duplex lots and 2 commercial lots on approximately 69 acres. The plat has been reviewed and accepted by the Planning Department. Zoning: PD/MU (pending approval).

Planning Commission recommends approval.

3. Approval of: Re-Zoning of Parcel 095 027 -

DLP Capital has applied for a re-zoning of (1) parcel containing approximately 315 acres located on the south side of Scrubby Bluff Road near the Greentree Drive intersection. The applicant is requesting the parcel be re-zoned to PD/C-2 (Planned Development General Commercial) for the purpose of a mixed use development consisting of an RV resort and Multi-family housing. The applicant has also submitted a PD to the City Planning Department that has been reviewed and accepted. Current Zoning is PD/R-1 & PD/R-3.

If the project does not go forward, then the parcel will revert back to the original zoning of PD/R-1 and PD/R-3.

Planning Commission recommends approval with the condition that the final site plan be brought back before the Planning Commission for approval.

IX. NEW BUSINESS

1. Reappointment of Non - Public Representative for Camden County to Serve on the Coastal Regional Commission -

Mr. Craig Root was re-appointed to this position on June 27, 2022.

2. Approval of: Contract with Amusements of America -

Amusements of America will present Awesome Amusements at The Lawn from Thursday, October 12, 2023 through Saturday, October 14, 2023.

Staff recommends approval.

3. Approval Of: Change Order #1 Kingsland Fire Rescue Station #4 -

Removal and replacement of an additional 4,000 sq. ft. of concrete @ $8.00 per. sq. ft. This excludes the excavation of substandard soils underneath, if necessary. Total Cost is $32,000.00.

Staff recommends approval.

4. Approval Of: MainPoint Employee Wellness Clinic MOU FY-2023-2024 -

A Memorandum of Understanding (MOU) establishing a cooperative partnership between the Camden County Board of Commissioners and the City of Kingsland, Georgia for providing onsite clinical medical services by Camden County to employees of the City of Kingsland. The city's pro-rata funding remains at 12% of the $582,530 FY 23-24 budget, an increase of $203.00 per month.

Staff recommends approval

5. Approval Of: Intergovernmental Agreement for Building Inspection Services -

An update to the 2014 Intergovernmental Agreement between the City of Kingsland and the Camden County Board of Commissioners for mutual assistance with building inspection services on an as needed basis.

Staff recommends approval.

6. Approval Of: 2023 Joint Comprehensive Plan Adopting Resolution -

Adoption of the 2023 Camden County Joint Comprehensive Plan.

Staff recommends approval.

7. Bid Award: Purchase of 6 Police Pursuit Vehicles -

This will be a pre-purchase for next year's vehicle budget. The City requested proposals in advance due to the long lead time experience over the last two years. Current year budget will be adjusted during year end revisions. *Due to experience with delays in equipment, staff recommends Parkway Chevrolet, Inc., for a total of $346,254 for 6 Tahoes with the admin upfit installed equipment.*

8. Approval Of: TAD #2 Camden Woods Redevelopment Plan Development Agreement -

An agreement between the City of Kingsland, Camden County Joint Development Authority, and Sawyer and Associates for the Kingsland Tax Allocation District #2 Camden Woods Redevelopment Plan.

Staff recommends approval.

9. Approval Of: Plug Power Water/Wastewater Sale Agreement -

Approval of an agreement for the sale of water and wastewater services including Bioxide treatment between the City and Peachtree Renewable (Plug Power.)

Staff recommends approval.

10. Approval Of: Evoqua Oder and Corrosin Control Bioxide Feed System -

A agreement between the City and Evoqua Water Technologies to provide a Bioxide® Chemical Feed and Storage System for pump stations 15 and 18. Evoqua will service and maintain the odor and corrosion control system for an annual not-to-exceed amount of $120,000, funded by a Purchase and Sale Agreement with Plug Power.

Staff recommends approval.

11. Approval of: Cancellation of the June 26, 2023 City Council Meeting -

Several members of council will be out of town attending the Georgia Municipal Association conference in Savannah. This will result in not having a quorum present for the June 26, 2023 meeting.

12. Announcement of: Special Called Meeting on Wednesday, June 21, 2023 at 6:00 PM -

Special called meeting to adopt the supplemental Bond Resolution with final bond terms for the Water and Sewerage Revenue Bonds, Series 2023

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 06/12/23 06:00 PM
Department: Finance
Category: Presentation
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:

AGENDA ITEM (ID # 4196)

DOC ID: 4196

Presentation: MainPoint Employee Wellness Clinic Update

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 06/12/23 06:00 PM
Department: City Manager
Category: Presentation
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4202

AGENDA ITEM (ID # 4202)

Presentation: PlugPower

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 06/12/23 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 4191)

DOC ID: 4191

Approval of Re-Zoning - Parcel 107 035

Sawyer & Associates, Inc. has applied for a re-zoning of (1) parcel containing approximately 69 acres located on the east side of Camden Woods Parkway. The applicant is requesting the parcel be re-zoned to PD/MU (Planned Development/Mixed Use). The purpose of the re-zone request is for a residential/commercial development containing 98 residential lots along with (2) commercial tracts. The current zoning of the parcel is PD/R-2 (Planned Development/Medium & High Residential). The development will be Phase 2 of The Villas at Camden Woods and Sawyer & Associates, Inc. has submitted a PD to the City Planning office that has been reviewed and accepted.

Planning Commission recommends approval.

Kingsland
GEORGIA | EST. 1908

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

Planning and Community Development

Staff Report

Planning Commission Meeting Date: June 5, 2023

City Council Meeting Date: June 12, 2023

Agenda Item: Rezoning of parcel 107 035.

Background:

The area surrounding the development has a mixture of commercial and residential and the rezoning of the parcel will be consistent with the landscape of the area and a continuation of the Villas at Camden Woods Phase 1 development, which is zoned PD/MU. The concept of the project is to maintain a pattern, if not better than other projects of its nature within the Kingsland Area. The plat submitted is a conceptual site plan and has been approved by the Planning Dept. There is existing sewer and water availability to the property.

Summary:

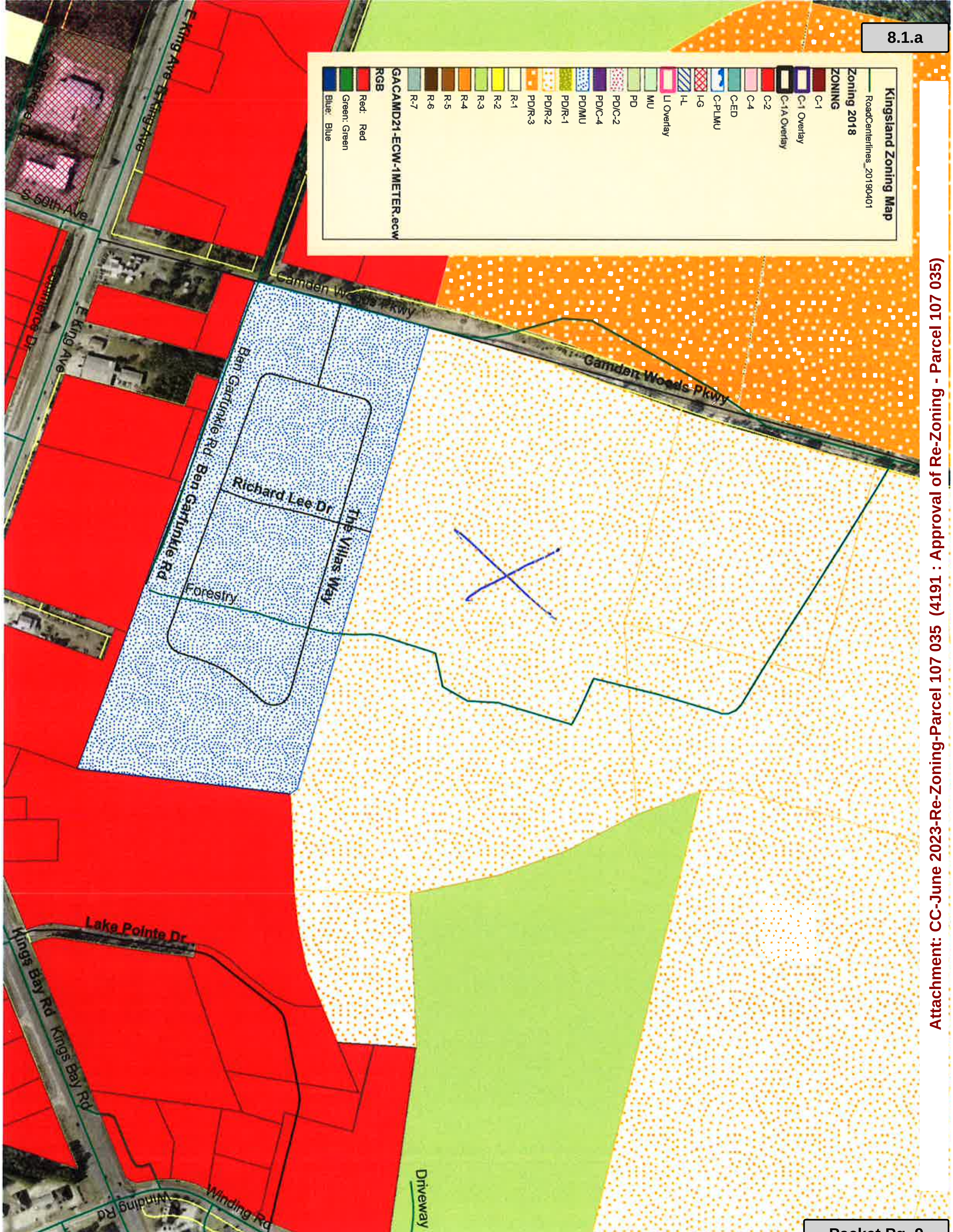
Sawyer & Associates, Inc. has applied for a rezoning of 1 parcel containing approx. 69 acres located on the east side of Camden Woods Pkwy. The applicant is requesting the parcel be rezoned to PD/MU (Planned Development/Mixed Use). The purpose of the rezone request is for a residential/commercial development containing 89 residential lots along with 2 commercial tracts. The current zoning of the parcel is PD/R-2 (Planned Development/Medium & High Residential). The development will be Phase 2 of The Villas at Camden Woods and Sawyer & Associates, Inc. have submitted a PD to the City Planning office that has been reviewed and accepted.

Current Zoning: PD/R-2

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends Approval

Scott L. Kimball
Planning Director



Attachment: CC-June 2023-Re-Zoning-Parcel 107 035 (4191 : Approval of Re-Zoning - Parcel 107 035)

qPublic.net™ Camden County, GA

Overview

Legend

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

Parcel ID	107 035
Class Code	Residential
Taxing District	KINGSLAND KINGSLAND TAD #2
Acres	68.05

(Note: Not to be used on legal documents)

Owner	LAUREL ISLAND HOLDINGS LLC 100 MARSH HARBOUR PARKWAY KINGSLAND, GA 31548
Physical Address	CAMDEN WOODS PKWY
Assessed Value	Value $220500

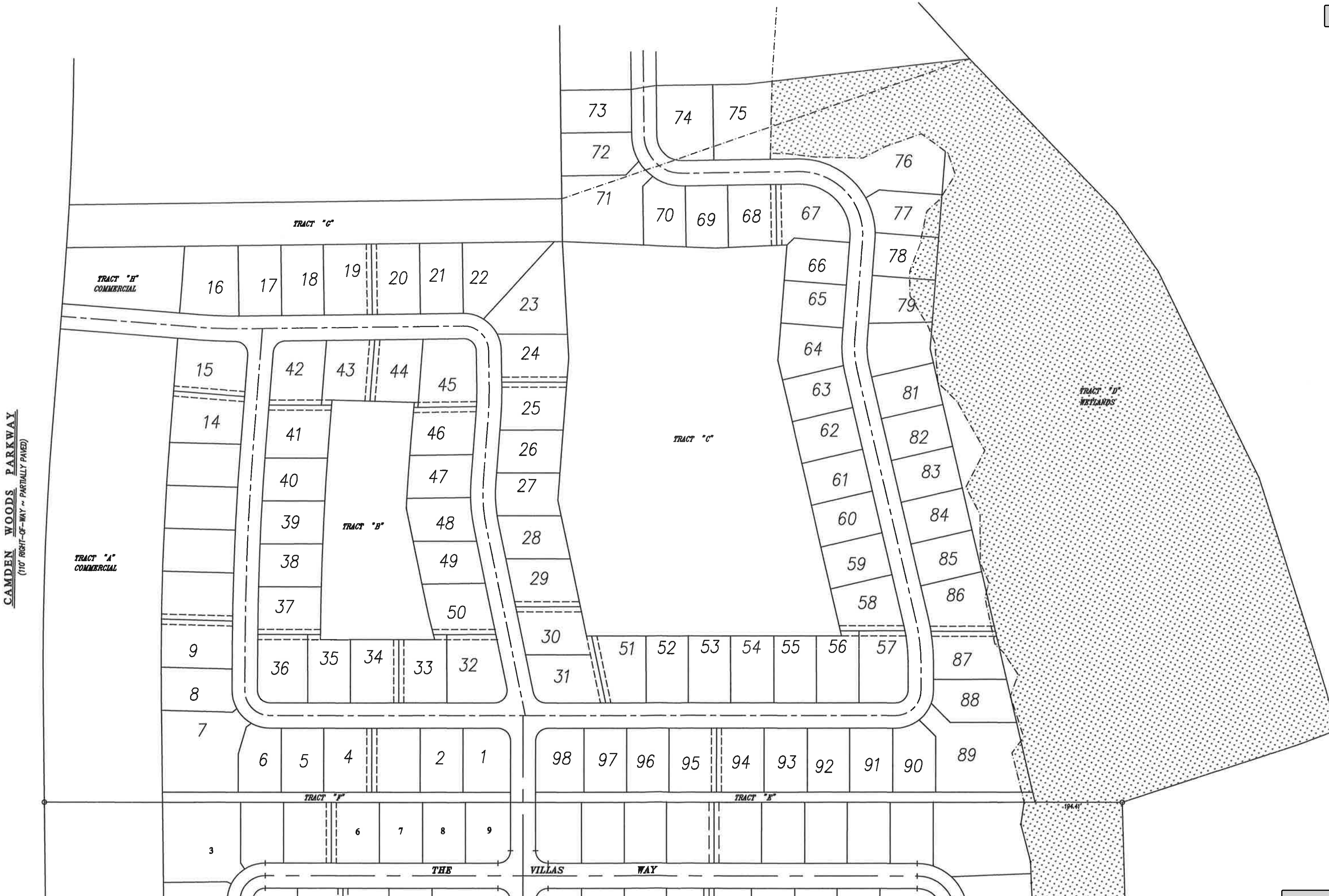
Last 2 Sales

Date	Net Price	Reason	Qual
1/14/2021	$220500	ML	U
12/29/2015	0	GT	U

Date created: 5/9/2023
Last Data Uploaded: 5/8/2023 7:17:41 PM

Developed by Schneider GEOSPATIAL

Attachment: CC-June 2023-Re-Zoning-Parcel 107 035 (4191 : Approval of Re-Zoning - Parcel 107 035)



Attachment: June 2023-Re-Zoning-Parcel 107 035-Plat Map (4191 : Approval of Re-Zoning - Parcel 107 035)

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 06/12/23 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:
DOC ID: 4192

AGENDA ITEM (ID # 4192)

Approval of Preliminary Plat - The Villas at Camden Woods Phase 2

Sawyer and Associates, Inc. has submitted a preliminary plat for approval that will consist of 98 duplex lots and 2 commercial lots on approximately 69 acres. The plat has been reviewed and accepted by the Planning Department. Zoning: PD/MU (pending approval).

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: June 5, 2023

City Council Meeting Date: June 12, 2023

Agenda Item: Preliminary Plat - The Villas at Camden Woods Phase 2

Background: The Villas at Camden Woods is a mixed use community development by Sawyer and Associates, Inc. The concept of the project is to maintain a pattern, if not better than other projects of its nature within the Kingsland Area.

Summary:

Sawyer and Associates, Inc. have submitted a preliminary plat for approval that will consist of 98 duplex lots and 2 commercial lots on approx. 69 acres. The plat has been reviewed and accepted by the Planning Department.

Zoning: PD/MU (pending approval)

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends approval, pending the Planning Commission recommendation of approval to the City Council for the rezoning of parcel 107 035.

Scot L. Kimball

Planning & Zoning Director

APPLICATION FOR PRELIMINARY SUBDIVISION PLAT—KINGSLAND, GA

THE SEAL OF KINGSLAND, GEORGIA CHARTERED 1908

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

Part A—General Information

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

- Application, fee, and required materials filed with Planning Department
- Planning Commission Reviews Preliminary Plat (recommends action)
- City Council Reviews Preliminary Plat (approves/disapproves)
- Planning Commission Reviews Final Plat (recommends action)
- City Council Reviews Final Plat (approves/disapproves)
- Mayor/Commission Chairman Sign Approved Final Plat
- Superior Court Clerk Records Approved Final Plat

You should be aware of these important requirements:

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

Part B — Applicant Only

1. **Your Name:** BENNETT SURVEYING **Phone:** 912-673-8940
   Address: 102 MARSH HARBOUR PKWY UNIT 103 KINGSLAND GA. 31548
2. **Owner, if not same:**
   Name: SAWYER & ASSOCIATES
   Address: 100 MARSH HARBOUR PKWY, KINGSLAND GA. 31548
3. **What is your interest if you are not the owner?** AGENT
4. **Name of proposed subdivision:** THE VILLAS AT CAMDEN WOODS PHASE 2
5. **Location of subdivision: Neighborhood:** CAMDEN WOODS
   Street: CAMDEN WOODS PARKWAY / RICHARD LEE DRIVE
   Parcel Number: 107 035 **Lot Number:**
6. **Present zoning:** MU
7. **Number of proposed lots:** 98 LOTS, 8 TRACTS
8. **Area of proposed subdivision:** 69.91 ACRES
9. **Please attach the following items to this application.** This application will NOT be considered complete and cannot be processed until you have done so.
   - X **- Preliminary Plat (Original and 9 copies)**
   - X **- Vicinity Map**
   - X **- PD (if applicable)**
   - X **- Proof of ownership**

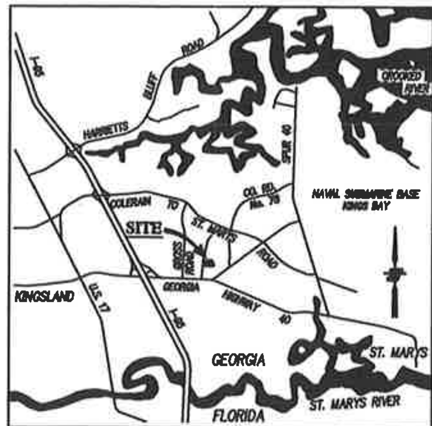
Part C - Planning Official Only

1. Date application was filed: 5/4/23
2. Was this at least 26 days before the Planning Commission meeting at which it will be reviewed? (✓) Yes ( ) No
3. Checked by: Scott & James
4. Are Preliminary Plat and application complete? (✓) Yes ( ) No
5. Correct fee paid? (✓) Yes ( ) No ( ) Not applicable
6. Date preliminary plat reviewed by Planning Commission: 6/5/23
   ( ) Approved ( ) Disapproved

   Conditions of approval or reasons for disapproval: ______

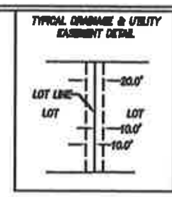
PRELIMINARY SUBDIVISION PLAT OF

THE VILLAS AT CAMDEN WOODS ~ PHASE II,
CITY OF KINGSLAND, 1606th G.M.D., CAMDEN COUNTY, GEORGIA



VICINITY (NOT TO SCALE) MAP

FILING INFORMATION



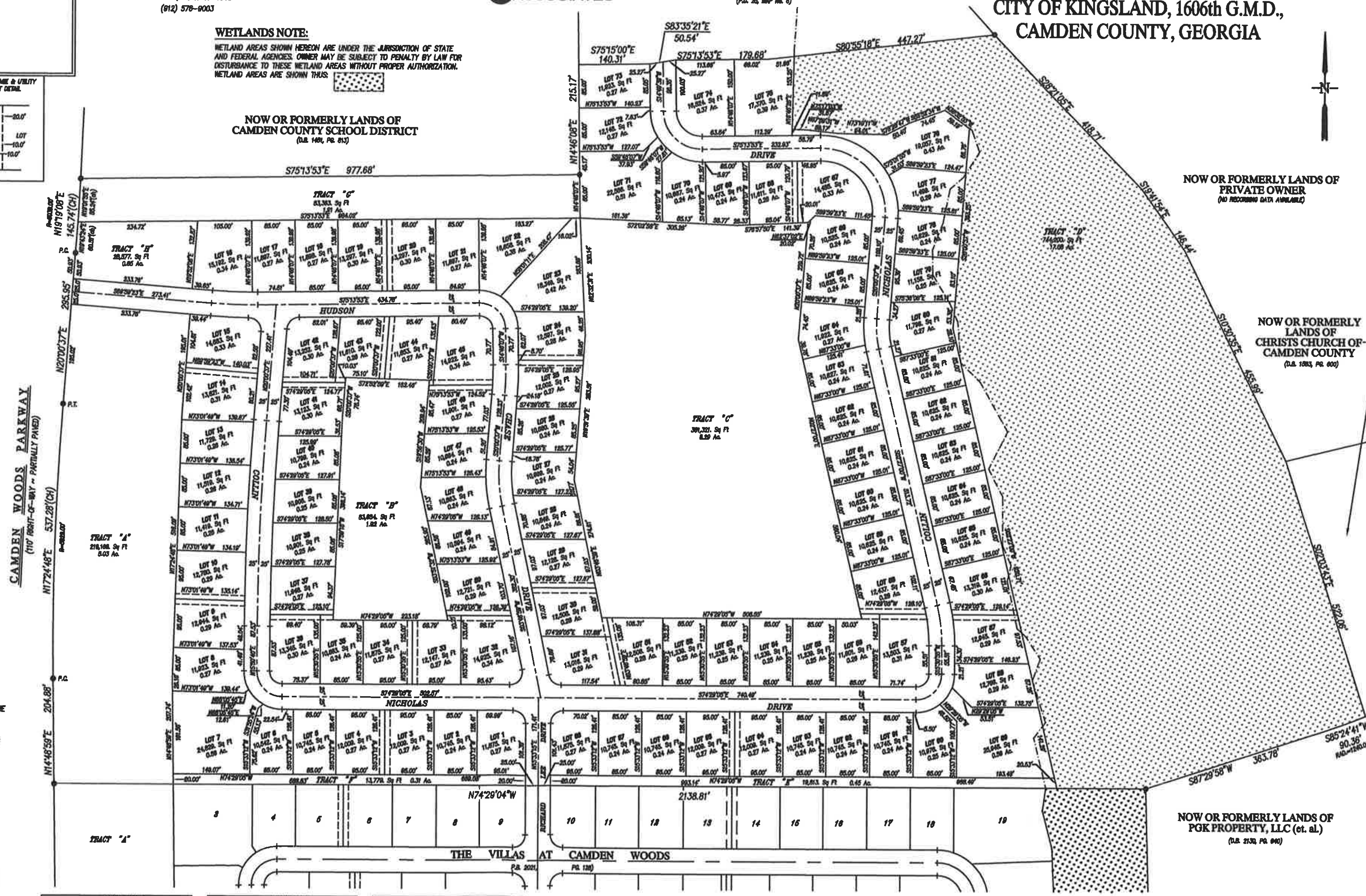
PROPERTY OWNED BY:

SAWYER & ASSOCIATES, INC.
100 MARSH HARBOUR PARKWAY
KINGSLAND, GEORGIA 31548
(912) 576-9003

SAWYER ASSOCIATES

WETLANDS NOTE:

WETLAND AREAS SHOWN HEREON ARE UNDER THE JURISDICTION OF STATE AND FEDERAL AGENCIES. OWNER MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE WETLAND AREAS WITHOUT PROPER AUTHORIZATION. WETLAND AREAS ARE SHOWN THUS:



CURVE TABLE

CURVE TABLE

CURVE TABLE

CERTIFICATION OF APPROVAL BY THE COUNCIL:

I HEREBY CERTIFY THAT THE OWNER, OR HIS AGENT, HAS COMPLETED THE CONSTRUCTION AND INSTALLATION OF THE STREETS, DRAINAGE, UTILITIES AND OTHER IMPROVEMENTS IN ACCORDANCE WITH THE LAWS AND SPECIFICATIONS OF THE CITY OF KINGSLAND, GEORGIA, OR HAS POSTED A PERFORMANCE BOND IN LIEU THEREOF.

BY: ______________________ ______________________
MAYOR DATE:

BY: ______________________
PRINTED NAME

CERTIFICATION OF FINAL APPROVAL BY THE COMMISSION:

I CERTIFY THAT ALL REQUIREMENTS FOR FINAL APPROVAL OF THIS PLAT HAVE BEEN FULFILLED IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF KINGSLAND, GEORGIA, AND THE REQUIREMENTS OF THE KINGSLAND PLANNING COMMISSION.

BY: ______________________ ______________________
CHAIRMAN OF PLANNING COMMISSION DATE:

BY: ______________________
PRINTED NAME

OWNER'S CERTIFICATE:

STATE OF GEORGIA, COUNTY OF CAMDEN

SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT SAID OWNER HAS CAUSED THE SUBDIVISION OF THE LAND SHOWN HEREON BY AN ACTUAL SURVEY, AND DOES HEREBY IRREVOCABLY DEDICATE TO THE USE OF THE PUBLIC ALL ROADS AND EASEMENTS FOR THE PURPOSES THAT THEY ARE LABELED.

BY: ______________________ ______________________
RONALD SAWYER, OWNER DATE:

NOTES:

1.) BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH—NAD83 COORDINATE DATUM FOR THE GEORGIA EAST ZONE UTILIZING THE eGPS SOLUTIONS REAL TIME NETWORK.

2.) SUBJECT PROPERTY IS FOUND TO BE IN FLOOD HAZARD ZONE "X"(UNSHADED), AS PER F.I.R. MAPS FOR CAMDEN COUNTY, DATED: 12-21-17, MAP No. 13039C0395G, COMMUNITY No. 130238, PANEL No. 0395, SUFFIX G.

3.) BUILDING RESTRICTION LINES ARE AS FOLLOWS:
FRONT: 20 FEET; 10 FEET SIDE & REAR STREET
SIDES: 0 FEET FROM PROPERTY LINE, 10 FEET BETWEEN BUILDINGS
REAR: 10 FEET FROM PROPERTY

4.) SUBJECT PROPERTY IS CURRENTLY ZONED : MIXED USE.

5.) SUBJECT PROPERTY CONTAINS 69.91 ACRES, (98 LOTS & 8 TRACTS).

6.) TOTAL ROADWAY AREA WITHIN SUBDIVISION: 6.19 ACRES.

7.) THIS PLAT RESERVES A 5' WIDE EASEMENT FOR DRAINAGE AND UTILITIES TO THE CITY OF KINGSLAND ALONG ALL UNRESTRICTED FRONT, SIDE AND REAR LOT LINES, UNLESS SHOWN OTHERWISE.

8.) THERE MAY EXIST ADDITIONAL RESTRICTIONS LYING OVER THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY WHICH MAY BE RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY.

9.) SUBJECT PROPERTY TO BE SERVICED BY CITY WATER & SEWER; DEVELOPER TO INSTALL UTILITY LINES WITHIN SUBDIVISION.

10.) LOT CORNERS, 1/2" REBARS CAPPED LB 1267, ARE TO SET UPON COMPLETION OF ALL ROAD & UTILITY CONSTRUCTION. REAR CORNERS MAY BE SET PRIOR TO PROVIDE ADEQUATE SURVEY CONTROL.

CLOSURE STATEMENT:

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 41,478 FEET AND AN ANGULAR ERROR OF 03 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 387,133 FEET.

EQUIPMENT USED FOR FIELD MEASUREMENTS:
LINEAR: TOPCON GTS ANGULAR: TOPCON GTS

S:\BSI\CAD\1 Camden\1 kingsland\camden woods subdivision\villas at camden woods ph2.dwg
F.B. BSI -, PG. ---- PLAT DATE: MAY 02-2023

LEGEND

● DENOTES FD. 1/2" IRON PIPE (UNLESS NOTED OTHERWISE)	P.B. = PLAT BOOK
■ DENOTES FD. CONC. MON.	P.D. = PLAT DRAWER
○ DENOTES SET 1/2" REBAR	P.C.C. = POINT OF COMPOUND CURVATURE
R/W = RIGHT-OF-WAY	ARC = ARC LENGTH
P.C. = POINT OF CURVATURE	ID = IDENTIFICATION
P.T. = POINT OF TANGENCY	FD. = FOUND
P.R.C. = POINT OF REVERSE CURVATURE	L.B. = LICENSED BUSINESS
RAD = RADIUS	CONC. = CONCRETE
△ DENOTES SET MAG NAIL	MON. = MONUMENT
▲ DENOTES FD. MAG NAIL/PK NAIL	ID = IDENTIFICATION
B.R.L. = BUILDING RESTRICTION LINE	ORB = OFFICIAL RECORDS BOOK
D.B. = DEED BOOK	(T) = TOTAL
PG. = PAGE	(W) = WETLAND
(ch) = CHORD	SQ. FT. = SQUARE FEET
	(r) = RADIAL

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND ACCURATE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTATION SHOWN HEREON HAS BEEN SET OR FOUND. I FURTHER CERTIFY, AS REQUIRED BY SUBSECTION (C) OF O.C.G.A. SECTION 15-6-67 THAT THIS MAP OR PLAT HAS BEEN APPROVED FOR FILING IN WRITING BY ANY AND ALL APPLICABLE GOVERNING AUTHORITIES OR THAT SUCH GOVERNING AUTHORITIES HAVE AFFIRMED IN WRITING THAT APPROVAL IS NOT REQUIRED.

BY: ______________________ DATE: ______________
ERNEST R. BENNETT, JR.
GEORGIA REG. SURVEYOR No. 2893

SCALE: 1" = 100'

DWN. BY: TLP
CKD. BY: R.B.

BENNETT SURVEYING, INC.
Surveyors and Land Planners
102 MARSH HARBOUR PARKWAY, UNIT 103
KINGSLAND, GEORGIA 31548
LICENSED SURVEY FIRM No. 1267
(912) 673-8940
(912) 258-8899
DWG. No. SD-2-171-12-18

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4193)

Meeting: 06/12/23 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:
DOC ID: 4193

Approval of: Re-Zoning of Parcel 095 027

DLP Capital has applied for a re-zoning of (1) parcel containing approximately 315 acres located on the south side of Scrubby Bluff Road near the Greentree Drive intersection. The applicant is requesting the parcel be re-zoned to PD/C-2 (Planned Development General Commercial) for the purpose of a mixed use development consisting of an RV resort and Multi-family housing. The applicant has also submitted a PD to the City Planning Department that has been reviewed and accepted. Current Zoning is PD/R-1 & PD/R-3.

If the project does not go forward, then the parcel will revert back to the original zoning of PD/R-1 and PD/R-3.

Planning Commission recommends approval with the condition that the final site plan be brought back before the Planning Commission for 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: June 5, 2023

City Council Meeting Date: June 12, 2023

Agenda Item: Rezoning of parcel 095 027.

Background:

The area surrounding the development has a mixture of residential and commercial and is in close proximity to exit 1 I-95 corridor. The rezoning of the parcel will be consistent with the landscape of the area and a continuation of commercial and residential projects in this vicinity of the city. The applicant proposes a mixed use development consisting of a gated RV resort that will include RV slips, cabin rentals and glamping areas, as well as amenities that include a supply store, pool, a lazy river, walking trails, and a kayak/small boat launch area. The resort will also offer a full service restaurant that will be open to the public. The west side of the development will include a multifamily quadraplexes consisting of 272 units that will be a mix of rental and self-owned. The parcel includes 95 acres of natural marsh that will be undisturbed and will create an extensive buffer around most of the development. A conceptual site plan and PD has been submitted and reviewed by the Planning Dept. However, no engineering or building plans have been submitted or approved at this time and a traffic study will also be required for this project. There is existing sewer and water availability to the property.

The applicant sent out letters to adjacent and surrounding property owners introducing themselves along with a description of the project and an invitation to a community meeting held on May 10, 2023 at City Hall. During the meeting, DLP Capital presented the plans for the development and answered several questions from the citizens in attendance.

Kingsland
GEORGIA | EST. 1908

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

Summary:

DLP Capital has applied for a rezoning of 1 parcel containing approx. 315 acres located on the south side of Scrubby Bluff Rd. near the Greentree Drive intersection. The applicant is requesting the parcel be rezoned to PD/C-2 (Planned Development General Commercial) for the purpose of a mixed use development consisting of an RV resort and Multi-family housing. The applicant has also submitted a PD to the City Planning Dept. that has been reviewed and accepted.

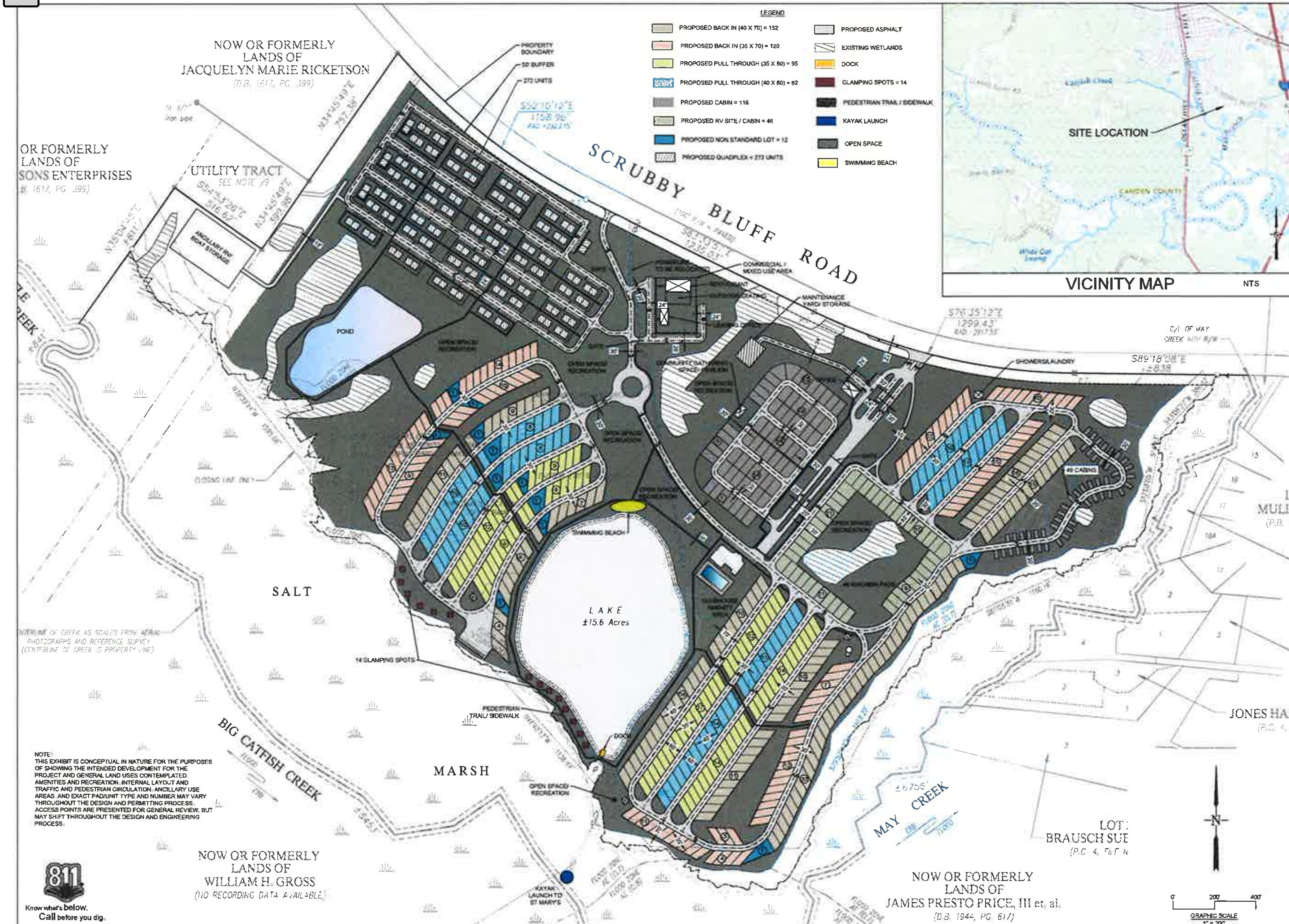
Current Zoning: PD/R-1 & PD/R-3

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends Approval of the rezoning and PD with the following condition:

1) If the project does not go forward, then the parcel will revert back to the original zoning of PD/R-1 and PD/ R-3.

Scott L. Kimball
Planning Director



FOR ZONING PURPOSES ONLY

REVISIONS

ROBERTS CIVIL ENGINEERING
WWW.ROBERTSCIVILENGINEERING.COM

CONCEPTUAL PLAN

SD DEVELOPMENT
CAMDEN COUNTY, GA
PREPARED FOR:
DLP CAPITAL

DATE: 2023-05-01
PROJECT NUMBER: 23014
DRAWN BY: IDV
CHECKED BY: WJH
SCALE: 1"=200'

SHEET: 1

DATE: 2023-05-01
PROJECT NUMBER: 23014
DRAWN BY: IDV
CHECKED BY: WJH
SCALE: 1":200'

SHEET: 2

ZONING EXHIBIT

SD DEVELOPMENT
CAMDEN COUNTY, GA

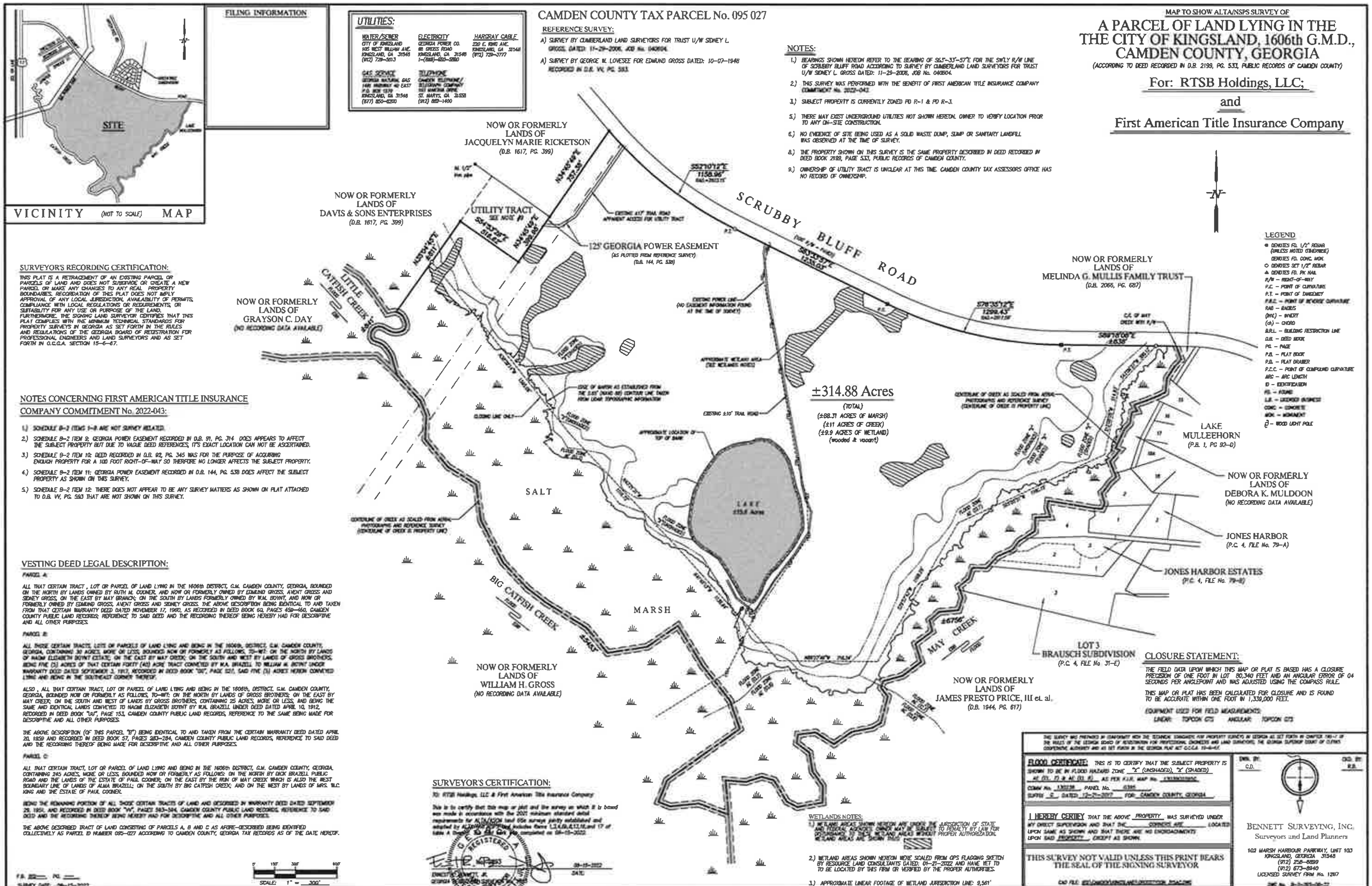
PREPARED FOR:
DLP CAPITAL

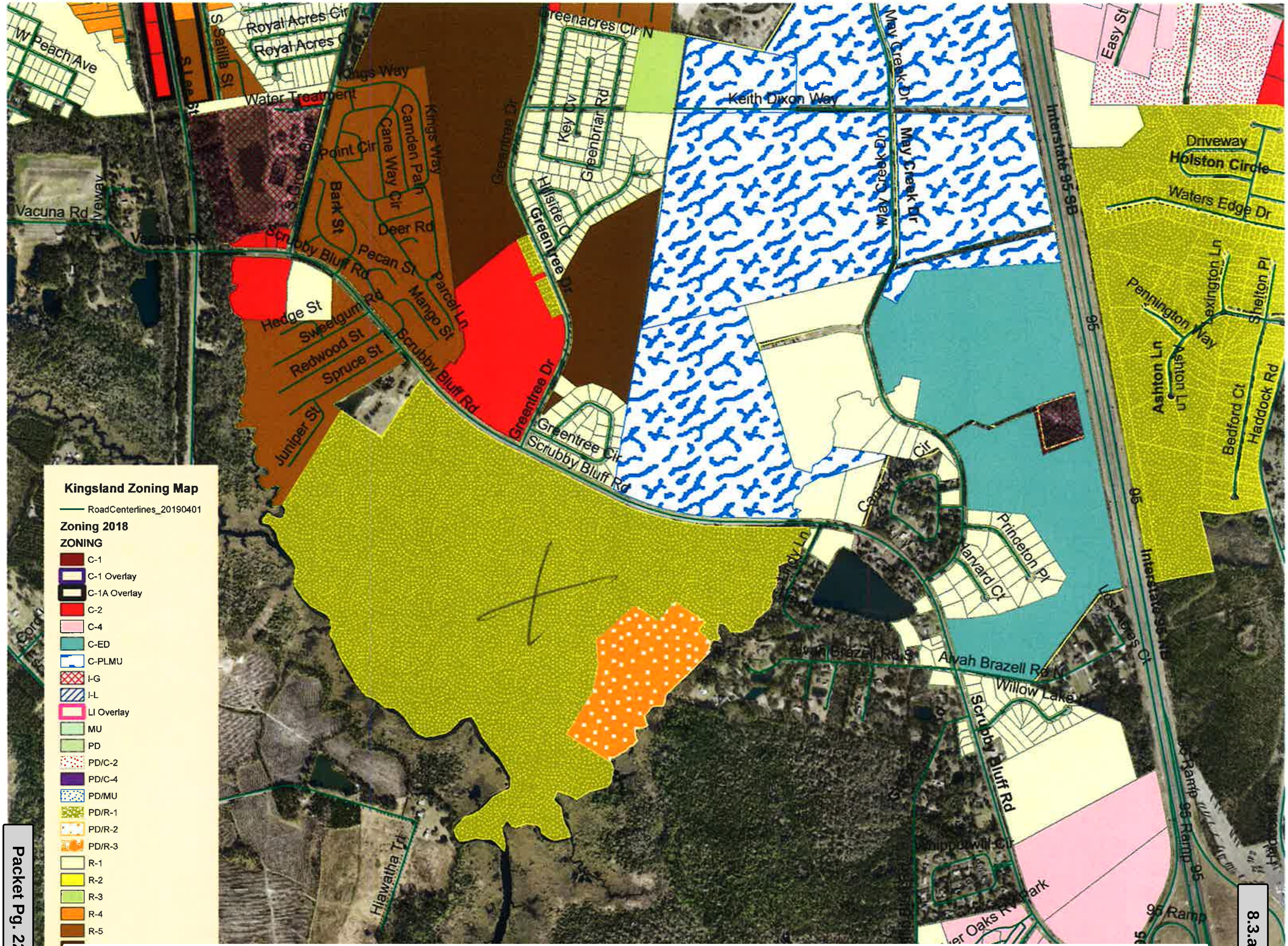
ROBERTS
CIVIL ENGINEERING
WWW.ROBERTSCIVILENGINEERING.COM

REVISIONS

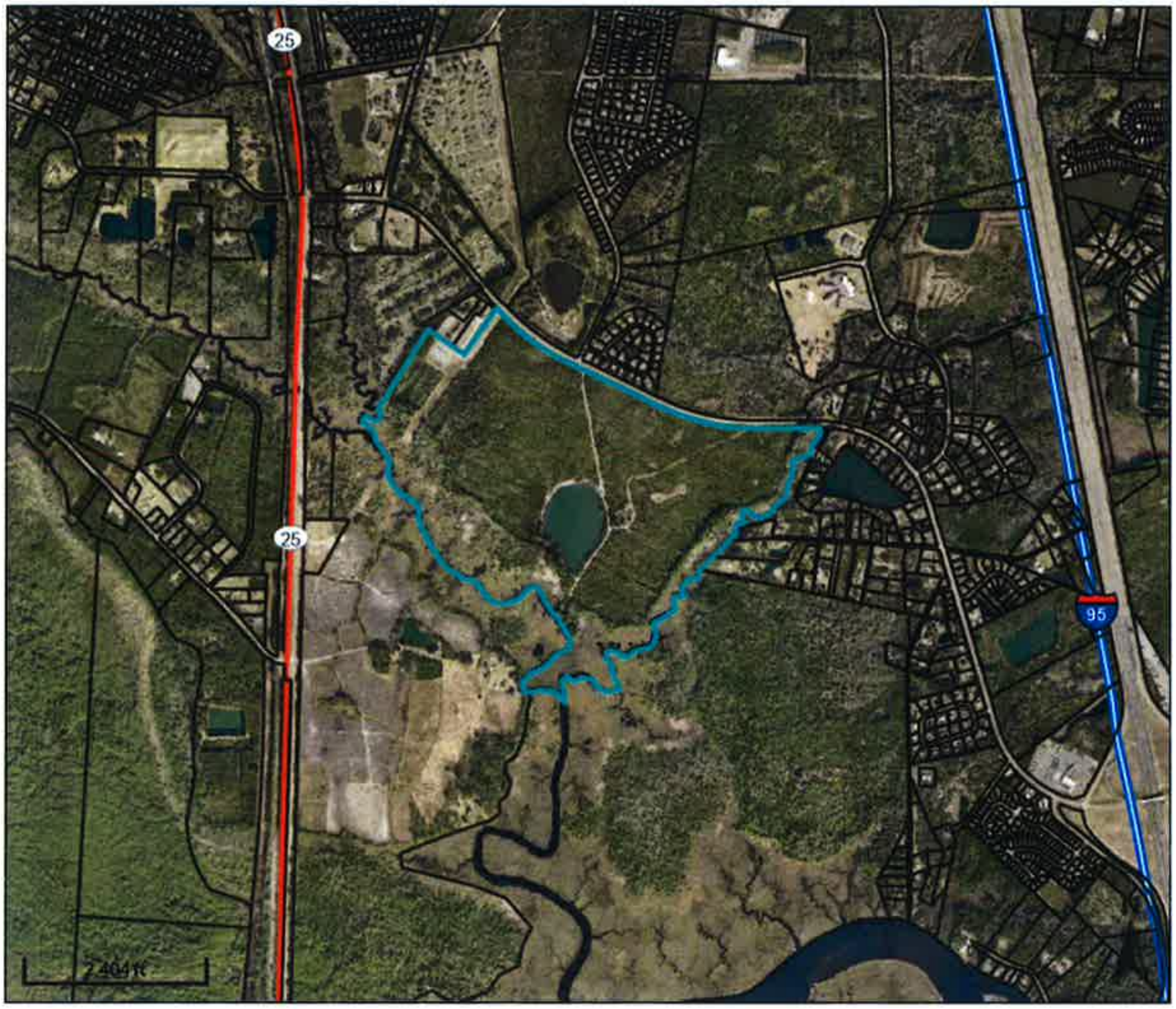
FOR ZONING PURPOSES ONLY

Attachment: CC-June 2023-Re-Zoning-Parcel 095 027 (4193 : Approval of: Re-Zoning of Parcel 095 027)


MAP TO SHOW ALTA/NSPS SURVEY OF
A PARCEL OF LAND LYING IN THE
THE CITY OF KINGSLAND, 1606th G.M.D.,
CAMDEN COUNTY, GEORGIA
(ACCORDING TO DEED RECORDED IN D.B. 2199, PG. 533, PUBLIC RECORDS OF CAMDEN COUNTY)
For: RTSB Holdings, LLC;
and
First American Title Insurance Company
CAMDEN COUNTY TAX PARCEL No. 095 027
REFERENCE SURVEY:
A) SURVEY BY CUMBERLAND LAND SURVEYORS FOR TRUST U/W SIDNEY L. GROSS DATED: 11-29-2006, JOB No. 040604.
A) SURVEY BY GEORGE W. LOVESEE FOR EDMUND GROSS DATED: 10-07-1948 RECORDED IN D.B. VV, PG. 593.
NOTES:
1.) BEARINGS SHOWN HEREON REFER TO THE BEARING OF S63°-33'-57"E FOR THE SW'LY R/W LINE OF SCRUBBY BLUFF ROAD ACCORDING TO SURVEY BY CUMBERLAND LAND SURVEYORS FOR TRUST U/W SIDNEY L. GROSS DATED: 11-29-2006, JOB No. 040604.
2.) THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT No. 2022-043.
3.) SUBJECT PROPERTY IS CURRENTLY ZONED PD R-1 & PD R-3.
5.) THERE MAY EXIST UNDERGROUND UTILITIES NOT SHOWN HEREON. OWNER TO VERIFY LOCATION PRIOR TO ANY ON-SITE CONSTRUCTION.
6.) NO EVIDENCE OF SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL WAS OBSERVED AT THE TIME OF SURVEY.
8.) THE PROPERTY SHOWN ON THIS SURVEY IS THE SAME PROPERTY DESCRIBED IN DEED RECORDED IN DEED BOOK 2199, PAGE 533, PUBLIC RECORDS OF CAMDEN COUNTY.
9.) OWNERSHIP OF UTILITY TRACT IS UNCLEAR AT THIS TIME. CAMDEN COUNTY TAX ASSESSORS OFFICE HAS NO RECORD OF OWNERSHIP.
VICINITY (NOT TO SCALE) MAP
SITE
FILING INFORMATION
UTILITIES:
SURVEYOR'S RECORDING CERTIFICATION:
THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE SIGNING LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.
NOTES CONCERNING FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT No. 2022-043:
2.) SCHEDULE B-2 ITEM 9: GEORGIA POWER EASEMENT RECORDED IN D.B. 91, PG. 314 DOES APPEARS TO AFFECT THE SUBJECT PROPERTY BUT DUE TO VAGUE DEED REFERENCES, IT'S EXACT LOCATION CAN NOT BE ASCERTAINED.
3.) SCHEDULE B-2 ITEM 10: DEED RECORDED IN D.B. 92, PG. 345 WAS FOR THE PURPOSE OF ACQUIRING ENOUGH PROPERTY FOR A 100 FOOT RIGHT-OF-WAY SO THERFORE NO LONGER AFFECTS THE SUBJECT PROPERTY.
4.) SCHEDULE B-2 ITEM 11: GEORGIA POWER EASEMENT RECORDED IN D.B. 144, PG. 538 DOES AFFECT THE SUBJECT PROPERTY AS SHOWN ON THIS SURVEY.
5.) SCHEDULE B-2 ITEM 12: THERE DOES NOT APPEAR TO BE ANY SURVEY MATTERS AS SHOWN ON PLAT ATTACHED TO D.B. VV, PG. 593 THAT ARE NOT SHOWN ON THIS SURVEY.
VESTING DEED LEGAL DESCRIPTION:
PARCEL A:
ALL THAT CERTAIN TRACT, LOT OR PARCEL OF LAND LYING IN THE 1606th DISTRICT, G.M. CAMDEN COUNTY, GEORGIA, BOUNDED ON THE NORTH BY LANDS OWNED BY RUTH M. COONER, AND NOW OR FORMERLY OWNED BY EDMUND GROSS, AVENT GROSS AND SIDNEY GROSS, ON THE EAST BY MAY BRANCH; ON THE SOUTH BY LANDS FORMERLY OWNED BY W.M. BOYNT, AND NOW OR FORMERLY OWNED BY EDMUND GROSS, AVENT GROSS AND SIDNEY GROSS. THE ABOVE DESCRIPTION BEING IDENTICAL TO AND TAKEN FROM THAT CERTAIN WARRANTY DEED DATED NOVEMBER 17, 1960, AS RECORDED IN DEED BOOK 60, PAGES 459-460, CAMDEN COUNTY PUBLIC LAND RECORDS; REFERENCE TO SAID DEED AND THE RECORDING THEREOF BEING HEREBY HAD FOR DESCRIPTIVE AND ALL OTHER PURPOSES.
PARCEL B:
ALSO, ALL THAT CERTAIN TRACT, LOT OR PARCEL OF LAND LYING AND BEING IN THE 1606th, DISTRICT, G.M. CAMDEN COUNTY, GEORGIA, BOUNDED NOW OR FORMERLY AS FOLLOWS, TO-WIT: ON THE NORTH BY LANDS OF GROSS BROTHERS; ON THE EAST BY MAY CREEK; ON THE SOUTH AND WEST OF LANDS BY GROSS BROTHERS, CONTAINING 25 ACRES, MORE OR LESS, AND BEING THE SAME AND IDENTICAL LANDS CONVEYED TO NAOMI ELIZABETH BOYNT BY W.M. BRAZELL UNDER DEED DATED APRIL 10, 1912, RECORDED IN DEED BOOK "UU", PAGE 153, CAMDEN COUNTY PUBLIC LAND RECORDS, REFERENCE TO THE SAME BEING MADE FOR DESCRIPTIVE AND ALL OTHER PURPOSES.
THE ABOVE DESCRIPTION (OF THIS PARCEL "B") BEING IDENTICAL TO AND TAKEN FROM THE CERTAIN WARRANTY DEED DATED APRIL 20, 1959 AND RECORDED IN DEED BOOK 57, PAGES 283-284, CAMDEN COUNTY PUBLIC LAND RECORDS, REFERENCE TO SAID DEED AND THE RECORDING THEREOF BEING MADE FOR DESCRIPTIVE AND ALL OTHER PURPOSES.
PARCEL C:
ALL THAT CERTAIN TRACT, LOT OR PARCEL OF LAND LYING AND BEING IN THE 1606th DISTRICT, G.M. CAMDEN COUNTY, GEORGIA, CONTAINING 245 ACRES, MORE OR LESS, BOUNDED NOW OR FORMERLY AS FOLLOWS: ON THE NORTH BY DICK BRAZELL PUBLIC ROAD AND THE LANDS OF THE ESTATE OF PAUL COONER; ON THE EAST BY THE RUN OF MAY CREEK WHICH IS ALSO THE WEST BOUNDARY LINE OF LANDS OF ALMA BRAZELL; ON THE SOUTH BY BIG CATFISH CREEK; AND ON THE WEST BY LANDS OF MRS. W.C. KING AND THE ESTATE OF PAUL COONER.
THE ABOVE DESCRIBED TRACT OF LAND CONSISTING OF PARCELS A, B AND C AS AFORE-DESCRIBED BEING IDENTIFIED COLLECTIVELY AS PARCEL ID NUMBER 095-027 ACCORDING TO CAMDEN COUNTY, GEORGIA TAX RECORDS AS OF THE DATE HEREOF.
SCALE: 1" = 300'
NOW OR FORMERLY LANDS OF JACQUELYN MARIE RICKETSON (D.B. 1617, PG. 399)
NOW OR FORMERLY LANDS OF DAVIS & SONS ENTERPRISES (D.B. 1617, PG. 399)
NOW OR FORMERLY LANDS OF GRAYSON C. DAY
LITTLE CATFISH CREEK
UTILITY TRACT
125' GEORGIA POWER EASEMENT
SCRUBBY BLUFF ROAD
S52°10'12"E 1158.96'
S78°35'12"E 1299.43'
±314.88 Acres
(TOTAL)
(±88.31 ACRES OF MARSH)
(±11 ACRES OF CREEK)
(±9.9 ACRES OF WETLAND)
(wooded & vacant)
LAKE
SALT
MARSH
BIG CATFISH CREEK
MAY CREEK
NOW OR FORMERLY LANDS OF MELINDA G. MULLIS FAMILY TRUST (D.B. 2066, PG. 687)
LAKE MULLEEHORN (P.B. 1, PG 92-D)
NOW OR FORMERLY LANDS OF DEBORA K. MULDOON
JONES HARBOR (P.C. 4, FILE No. 79-A)
JONES HARBOR ESTATES (P.C. 4, FILE No. 79-B)
LOT 3 BRAUSCH SUBDIVISION (P.C. 4, FILE No. 31-E)
NOW OR FORMERLY LANDS OF WILLIAM H. GROSS
NOW OR FORMERLY LANDS OF JAMES PRESTO PRICE, III et. al. (D.B. 1944, PG. 617)
LEGEND
CLOSURE STATEMENT:
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN LOT 80,340 FEET AND AN ANGULAR ERROR OF 04 SECONDS PER ANGLEPOINT AND WAS ADJUSTED USING THE COMPASS RULE.
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,339,000 FEET.
SURVEYOR'S CERTIFICATION:
WETLANDS NOTES:
THIS SURVEY NOT VALID UNLESS THIS PRINT BEARS THE SEAL OF THE SIGNING SURVEYOR
BENNETT SURVEYING, INC.
Surveyors and Land Planners


Kingsland Zoning Map
RoadCenterlines_20190401
Zoning 2018
ZONING
C-1
C-1 Overlay
C-1A Overlay
C-2
C-4
C-ED
C-PLMU
I-G
I-L
LI Overlay
MU
PD
PD/C-2
PD/C-4
PD/MU
PD/R-1
PD/R-2
PD/R-3
R-1
R-2
R-3
R-4
R-5
W Peach Ave
Royal Acres Cir
S Satilla St
S Lee St
Water Treatment
Kings Way
Camden Path
Cane Way Cir
Point Cir
Bark St
Deer Rd
Pecan St
Parcel Ln
Mango St
Scrubby Bluff Rd
Hedge St
Sweetgum Rd
Redwood St
Spruce St
Juniper St
Vacuna Rd
Greenacres Cir N
Key Cv
Greenbriar Rd
Hillside Ct
Greentree Dr
Greentree Cir
Keith Dixon Way
May Creek Dr
Interstate 95 SB
Interstate 95 NB
95 Ramp
Easy St
Driveway
Holston Circle
Waters Edge Dr
Pennington Way
Lexington Ln
Ashton Ln
Shelton Pl
Bedford Ct
Haddock Rd
Princeton Pl
Harvard Ct
Alvah Brazell Rd N
Alvah Brazell Rd S
Willow Lake
Whippoorwill Cir
Hiawatha Trl

qPublic.net™ Camden County, GA



Overview

Legend

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

Parcel ID	095 027
Class Code	Agricultural
Taxing District	KINGSLAND KINGSLAND
Acres	314.88

Owner	DIXON STEPHANA L & JACK L GROSS JR 82 LANIER AVENUE KINGSLAND, GA 31548
Physical Address	n/a
Assessed Value	Value $459351

Last 2 Sales

Date	Net Price	Reason	Qual
5/16/2022	0	QC	U
5/16/2022	0	QC	U

(Note: Not to be used on legal documents)

Date created: 5/11/2023
Last Data Uploaded: 5/10/2023 7:22:43 PM

Developed by Schneider GEOSPATIAL

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4198)

Meeting: 06/12/23 06:00 PM
Department: City Clerk
Category: Appointment
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4198

Reappointment of Non - Public Representative for Camden County to Serve on the Coastal Regional Commission

Mr. Craig Root was re-appointed to this position on June 27, 2022.

Coastal Regional Commission OF GEORGIA

Serving the Cities and Counties of Coastal Georgia since 1964

TO: Chairman Ben Casey, Camden County Commission
Mayor Grayson Day, City of Kingsland
Mayor John F. Morrissey, City of St. Marys
Mayor Kizzler Knight, City of Woodbine

FROM: Allen Burns, Executive Director

DATE: May 23, 2023

SUBJECT: Reappointment/Appointment of Non-Public Representative for Camden County to Serve on the CRC Council

As you know, Mr. Craig Root has served as the non-public representative of Camden County and the cities of Kingsland, St. Marys, and Woodbine for the CRC Council. Mr. Root was last appointed to the CRC Council in July 2022. With the end of his current term, it is important that you jointly reappoint him or appoint someone else to this position. Terms run from July 1 – June 30 and are eligible for reappointment each year.

Please remember that a non-public representative must fill this position. It is also very important that the person appointed to this position be able to attend the regular meetings that are held on the second Wednesday of every month at the Richmond Hill City Center at 10:00 a.m.

To finalize this reappointment/appointment, the County and municipalities need to agree on the reappointment/appointment and then submit a letter signed by the Chairman, with the Mayors copied, confirming the concurrence of a reappointment/appointment of an individual to serve in this capacity.

Should you have any questions, please contact Colletta Harper, Administrative Services Director, at charper@crc.ga.gov.

AB/ch

c: Shawn Boatright, Camden County Administrator
Craig Root

1181 Coastal Drive SW, Darien, GA 31305 • Ph: 912-437-0800 • Fax: 912-437-0811 • www.crc.ga.gov

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 06/12/23 06:00 PM
Department: City Clerk
Category: Contract
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4199

AGENDA ITEM (ID # 4199)

Approval of: Contract with Amusements of America

Amusements of America will present Awesome Amusements at The Lawn from Thursday, October 12, 2023 through Saturday, October 14, 2023.
Staff recommends approval.

666 Plainsboro Road
Suite 1271
Plainsboro, NJ 08536
(732) 446-7144 phone
(732) 446-0977 fax

CONTRACT AGREEMENT

This Agreement, made and entered into this ___ day of ____________, 20__, by and between AWESOME AMUSEMENTS under license agreement with AMUSEMENTS OF AMERICA, here in after referred to as "party of the first part" and the City of Kingsland, Georgia, a municipal corporation, hereinafter referred to as "party of the second part".

Witnesseth: That for and in consideration of the sum of ONE DOLLAR ($1.00) paid by each of the parties to the other, and for other good and valuable considerations, receipt whereof is hereby acknowledged, by the parties hereto agree as follows:

Party of the second part agrees to present AWESOME AMUSEMENTS in the city of Kingsland, Georgia for a period of commencing on or about _Thursday October 12_, 2023 and ending on or about _Saturday October 14__, 2023. This contract will be valid for the following years: __2023___

Party of the second part is to obtain and furnish party of the first part a suitable location for its operation to be known as:

The Lawn
132 Royal Parkway
Kingsland, GA 31548

Same to be cleared of brush, refuse and other objectionable matter and to be in such good condition that the attractions may be conveniently set up and so that shows may exhibit without discomfort to themselves or to the public.

Party of the first part is to furnish, without expense, to the party of the second part, all paid attractions, shows, riding devices, tickets, and ticket boxes. Party of the first part shall have exclusive rights to all mechanical riding devices, amusement games and direct sales concessions.

Party of the first part will assume the responsibility of restoring and cleaning the amusement area to the original condition, and the payment thereof, after the final day of engagement.

Party of the first part agrees to pay party of the second part **20%** of the gross receipts taken in on all riding devices after sales tax. The percentages above shall be on the gross receipts after deducting any applicable Federal, State, or Local Taxes. SETTLEMENT ON SHOW AND RIDES to be made at the close of each day's business, unless otherwise agreed upon.

Party of the second part agrees not to book or contract another carnival in the city preceding the period mentioned. Party of the second part also agrees to endeavor to prevent any shows from exhibiting or operating in the above city during the term of this Agreement unless with the consent and under management of party of the first part.

Party of the second part agrees to keep all terms of this contract confidential, except where prohibited by state or local law.

Party of the first part shall not in any way be liable for any damages or expenses caused by any failure or delay in the presenting one of its attractions as hereinafter provided if caused by war, riots, strikes, governmental regulations, labor difficulties, transportation difficulties, cyclones, adverse weather conditions, gasoline, or diesel oil shortages or any other accident or circumstances over which the party of the first part has no control.

Indemnification: The party of the first part agrees to indemnify, defend, and hold harmless the party of the second part as well as its officers, agents, and employees from and against any and all claims, damages, liabilities, losses, and expenses (including reasonable attorneys' fees and costs) arising out of or resulting from the party of the first part's performance of its obligations under this Agreement, including any negligent acts, errors, or omissions of the party of the first part, its employees, agents, or subcontractors. This duty of indemnification shall apply to any claims arising out of or resulting from any bodily injury, death, or property damage to any person or entity, including the party of the first part, its employees, agents, or subcontractors, and any claims arising out of or resulting from the party of the first part's failure to comply with any applicable laws, rules, or regulations. The provisions of this Section shall survive the termination or expiration of this Agreement.

Remarks:

The party of the first part shall maintain general liability insurance coverage in the amount of at least $1,000,000.00 with a reputable insurance carrier. The City shall be named as an additional insured on the policy, and the party of the first part shall provide a certificate of insurance naming City of Kingsland, GA as an additional insured.

Hours: Thursday 5PM-10PM, Friday 5PM-11PM, Saturday 1PM-11PM.

Second party shall be responsible for one (1) police security officer during operating hours. Additional security may be provided by the Second Party for an additional cost, contingent upon staff availability. Additional costs are the responsibility of the First Party.

First party responsible for any artificial lighting that may be needed during the event as well as any portable restrooms and wash stations.

First Party to pay 20% of ride revenue after deducting State and local sales tax.

Second Party to assist First Party with advertising strategy for the Fall Carnival. Second Party to secure any local permits needed for Fall Carnival. Second Party to provide First Party with 50 wrist bands for promotions and yard signs 60 days prior to the event.

IN WITNESS THEREOF, the parties hereto have hereunto set their hand and seals this day and year first above written.

Signed this 3 day of June, 2023

AWESOME AMUSEMENTS under license with AMUSEMENTS OF AMERICA

By: ______________________

Title Owner

City of Kingsland, Georgia

By: ______________________

Title: City Manager

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 06/12/23 06:00 PM
Department: City Manager
Category: Change Order
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:

AGENDA ITEM (ID # 4197)

DOC ID: 4197

Approval Of: Change Order #1 Kingsland Fire Rescue Station #4

Removal and replacement of an additional 4,000 sq. ft. of concrete @ $8.00 per. sq. ft. This excludes the excavation of substandard soils underneath, if necessary. Total Cost is $32,000.00.
Staff recommends approval.

BENT PINE CONSTRUCTION
Quality Is Our Cornerstone

Office 912.576.5825
Fax 912.576.7189
Email KELLI@BENTPINEINC.COM

10619 Colerain Rd St. Mary's, GA 31558

June 05, 2023

Lee Spell
City of Kingsland
PO Box 250
Kingsland, GA 31548

RE: Kingsland Fire Rescue Station #4 Addition & Alteration
Change Order #1

Lee,

Please see the cost below for the change order for additional concrete per request at this morning's meeting.

4,000 sqft of 6" thick concrete@ $8.00 per sq ft . Please note this excludes any excavation due to soils underneath.

Total Cost $32,000.00

Sincerely,

Scott Johnson, Vice President
Bent Pine Construction

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4189)

Meeting: 06/12/23 06:00 PM
Department: City Manager
Category: Memorandum of Understanding
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4189

Approval Of: MainPoint Employee Wellness Clinic MOU FY-2023-2024

A Memorandum of Understanding (MOU) establishing a cooperative partnership between the Camden County Board of Commissioners and the City of Kingsland, Georgia for providing onsite clinical medical services by Camden County to employees of the City of Kingsland. The city's pro-rata funding remains at 12% of the $582,530 FY 23-24 budget, an increase of $203.00 per month.

Staff recommends approval

COUNTY OF CAMDEN

MEMORANDUM OF UNDERSTANDING
ESTABLISHING A COOPERATIVE PARTNERSHIP
BETWEEN THE CAMDEN COUNTY BOARD OF COMMISSIONERS
AND THE CITY OF KINGSLAND, GEORGIA
FOR PROVIDING ONSITE CLINICAL MEDICAL SERVICES
BY CAMDEN COUNTY TO EMPLOYEES OF THE CITY OF KINGSLAND

This Memorandum of Understanding (herein after the "MOU") between the Camden County Board of Commissioners (herein after the "CCBC") and the City of Kingsland, Georgia (herein after the "CITY"); entered into this the ____ day of ______, 2023 for providing of clinical medical services by Camden County for the employees of the City of Kingsland for the period starting July 1, 2023 and continuing through June 30, 2024 as defined and as agreed to as set forth herein:

1.

WHEREAS the CCBC and the CITY are lawful governments as envisioned by Georgia Law.

2.

WHEREAS the CCBC is a self-insured body for the purposes of providing health insurance benefits to CCBC's employees; and the CITY has purchased a health insurance policy for the purposes of providing health insurance benefits to CITY's employees.

3.

WHEREAS both CCBC and CITY desires to manage their employer provided health insurance costs in the most economical manner.

4.

WHEREAS CCBC has an established onsite medical clinic to provide a wellness program for employees in an attempt to reduce health insurance costs for CCBC. The clinic is at 701 Charles Gilman Jr. Avenue, Suite B, Kingsland, Georgia.

5.

WHEREAS CCBC has contracted with a local Georgia licensed physician, a nurse practitioner, and a Clinic Director/RN to oversee and provide medical services for CCBC's employees at the afore-stated clinic in a continued effort to reduce costs associated with the self-insured program.

6.

WHEREAS CCBC and CITY have entered into discussions that have led to the CITY and CCBC entering into this MOU which creates a cooperative partnership so as to allow CITY's employees to utilize the afore-stated clinic whereby the physician, nurse practitioner, and the registered nurses will provide an onsite medical clinical treatment program to CITY's employees while performing the onsite medical clinical treatment program for CCBC.

7.

NOW THEREFORE BE IT RESOLVED the CCBC and CITY hereby enters into this MOU which establishes a cooperative partnership between the parties hereto for the providing of onsite medical clinical services, to include pre-employment screenings and applicable firefighter physicals as part of the measured usage, to the employees of the City of Kingsland, pursuant to the following terms.

a.

This MOU shall be effective upon the final approval by the CCBC (Camden County Board of Commissioners) and CITY (the Council for the City of Kingsland, Georgia) and entered upon the lawful minutes of each political body.

b.

Operational dates of this MOU shall be effective on July 1, 2023, upon final approval by CCBC and CITY, and shall continue until either party provides proper notification for termination. Either CCBC or the CITY may terminate this MOU at any time by informing the other party in writing 30 days prior to the termination of the agreement which shall be delivered to the County Administrator for CCBC or the City Manger for the CITY.

c.

CCBC shall establish the medical clinics hours of operation as stated herein below; and shall have sole authority for the retaining of the afore-said professional medical services for this MOU and the clinic; the location and hours of operations shall be:

i. Staff will be available during set operational hours.

d.

In the forming of this cooperative partnership the CCBC and the CITY shall each be responsible for the total clinic operations cost on a pro-rata basis pursuant to the following formula.

CCBC has determined the estimated budgeted operating cost for CCBC's Fiscal Year 2023-2024 to be $582,530. This budgeted amount is to cover any and all expenses associated with the onsite clinic (physician, physician's assistant, registered nursing staff, malpractice liability insurance premiums, non-medical staff, medical supplies, medications, and the utility and maintenance costs to operate the clinic).

It has further been determined that the CITY utilized the onsite medical clinic for CCBC's Fiscal year 2022-2023 for a pro-rated use percentage of 12% of the total operating costs for the afore-stated fiscal budget year.

It is hereby agreed and consented to by the parties hereto that the CITY shall pay to CCBC 12% of the afore-stated $582,530 budget, conditioned on the CITY use of the clinical services not exceeding the projected 12% use of the clinic for 2023-2024 Fiscal Budget Year.

CITY shall pay to CCBC the total annual amount of $69,903.60 for medical services provided by the CCBC's onsite clinic to the CITY. Said annual amount shall be paid in 12 monthly installments of $5,825.30. CITY shall pay CCBC for the monthly installment payment by the 10th day of each month for the services performed in the previous month starting with July 1, 2023.

The aforesaid formula for payment of clinical services provided to the CITY shall be reviewed by CCBC on a quarterly basis in an effort to keep the CITY informed of the percentage of clinical services provided and costs so associated with the provided services in comparison to the funding so allocated for the onsite clinic operations. Upon review of the quarterly reports, the CITY shall be notified by the CCBC of the actual costs and utilization as well as any differential in pay.

The quarterly reviews are for the periods of July 1, 2023 to September 30, 2023; October 1, 2023 to December 31, 2023; January 1, 2024 to March 31, 2024; and April 1, 2024 to June 30, 2024. The completed quarterly review shall be presented by the CCBC to CITY on or before the 20th day of the month following the quarter just completed.

e.

CITY will be notified by CCBC in a timely manner of a change in clinic's hour of operation so that the CITY's employees may schedule their time to meet with the health care providers. Representatives of the CCBC's Human Resources Department and the CITY's Human Resources Department shall meet as needed to work out clinic schedules as necessary.

f.

This MOU does not establish an employer/employee relationship between CITY's employees and CCBC.

g.

CITY agrees to hold harmless and indemnify CCBC from any damages, liability, actions, claims, or demands that may arise within the scope of this MOU in regards to CITY's agents, servants, employees, invitees, or licenses arising out of this MOU during the term of this MOU.

h.

The services as defined herein shall only be provided to those CITY employees, and their dependents, that are currently enrolled in the CITY's employer provided health insurance program. City shall provide to CCBC a list of currently enrolled employees in CITY's employer provided health insurance program as may be amended from time to time.

Hereby agreed to by the parties hereto on the date as approved:

This ______ day of _____2023

____
Ben L. Casey, Chairman
Camden County Board of Commissioners

ATTEST:_________________________
Kathryn Bishop, County Clerk

____
Dr. C. Grayson Day, Mayor
City of Kingsland, GA

This _____ day of ______________2023

ATTEST: _________________________
Jo Seigler, City Clerk

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4195)

Meeting: 06/12/23 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4195

Approval Of: Intergovernmental Agreement for Building Inspection Services

An update to the 2014 Intergovernmental Agreement between the City of Kingsland and the Camden County Board of Commissioners for mutual assistance with building inspection services on an as needed basis.
Staff recommends approval.

STATE OF GEORGIA

COUNTY OF CAMDEN

INTERGOVERNMENTAL SERVICES AGREEMENT FOR BUILDING INSPECTION SERVICES

This Intergovernmental Services Agreement for Building Inspection Services is entered into this ______ day of___________________, 2023, by and between the CITY OF KINGSLAND, hereinafter called "Kingsland" and the CAMDEN COUNTY BOARD OF COMMISSIONERS, hereinafter called "County."

WITNESSETH

WHEREAS, Kingsland operates a Building Inspection Department for the purpose of performing various technical functions related to building inspections, including: reviewing plans, conducting on-site inspections, assuring proper construction techniques and permit compliance, investigating complaints related to building codes and property maintenance, and investigating violations of ordinances, and

WHEREAS, the County is currently operating its own Building Inspection Department, providing similar services and operating in a comparable manner, and

WHEREAS, the County desires to contract with Kingsland, and Kingsland desires to contract with the County, to provide occasional assistance through its respective Building Inspection Department to aid each other with services related to building inspection and code enforcement, and

WHEREAS, Kingsland, as a government, is authorized by §0.C.G.A. 36-34-2(5) to enter into intergovernmental services agreements; and

WHEREAS, the Camden County Board of Commissioners is authorized to make and execute contracts with municipalities in the same county where the City of Kingsland is located;

NOW THEREFORE, in consideration of the mutual conditions, covenants, and performances called for herein, the parties hereto agree:

A. Kingsland will provide to the County and the County will provide to Kingsland, on an as-needed basis, building inspection assistance to include, but not necessarily be limited to, the following, as directed by the County Administrator and/or City Manager or their designated personnel:

1. Conduct inspections of new and existing structures.
2. Ensure code and ordinance compliance, identifies violations, educates home owners and contractors regarding construction techniques and procedures, answers code and construction questions, and maintains and submits all inspection records.
3. Review building plans for compliance with codes and ordinances.
4. Issue building permits and sign permits.
5. Enforce flood ordinance and performs erosion and sediment control inspections.
6. Search for and employ conditions of best management practices.
7. Complete related paperwork and required reports.
8. Process inspection requests and assigns priority to the inspections.
9. Prepare complex, routine, and non-routine reports; receives, sorts, and summarizes material for the preparation of reports; prepares work reports; and relays and interprets administrative decisions, policies, and instructions.
10. Perform other related duties as assigned.

B. The County agrees to pay to Kingsland, and Kingsland agrees pay the County, as compensation for providing the building inspection services described in Section A above. Billing for services described in Section A above shall be on an hour by hour basis in accordance with the staff hourly rates plus pro-rata benefit rate at the time service is provided. Kingsland will provide the County, and the County will provide Kingsland with a monthly statement for services rendered, to include any accrued mileage. The County and Kingsland will submit payments due in a timely manner. It is understood that staff compensation and IRS Travel Reimbursement Rates as called for in this paragraph may change to reflect the current IRS Rate.

C. It is further understood that there will be times when the County and Kingsland will be unable to provide the said assistance services due to vacation and sick days, current or pressing projects, or an unforeseen circumstance. If such an event occurs, the County and Kingsland will make every effort to provide appropriate staffing assistance.

D. This agreement shall terminate on December 31, 2024 and is renewable annually thereafter unless first terminated by either party. This agreement may be terminated by either party upon the following terms and conditions:

1. Notice must be provided in writing, and
2. Notice must include a termination date of no less than thirty- (30) days from the date of notification.

E. Time is of the essence in the performance of the obligations imposed in this agreement. This instrument contains the entire agreement between the parties and no modifications, release, discharge or waiver of any provisions hereof shall be of any force, effect, or value unless in writing and duly approved and executed by the parties hereto.

APPROVED by the Mayor and Council of the City of Kingsland on the _____day of ____________, 2023.

CITY OF KINGSLAND

____

Mayor

____

Attest

APPROVED by the Camden County Board of Commissioners on the _____day of ____________, 2023.

CAMDEN COUNTY BOARD OF COMMISSIONERS

____

Chairman

____

Attest

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4194)

Meeting: 06/12/23 06:00 PM
Department: City Manager
Category: Resolution
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4194

Approval Of: 2023 Joint Comprehensive Plan Adopting Resolution

Adoption of the 2023 Camden County Joint Comprehensive Plan.
Staff recommends approval.

RESOLUTION #2023-04

Whereas, the City of Kingsland is subject to the State of Georgia Planning Act of 1989 which calls for a certified Comprehensive Plan in order to obtain and maintain the status of Qualified Local Government; and

Whereas, the City of Kingsland is a member of the Coastal Regional Commission, an agency created to provide regional planning and intergovernmental coordination among certain county and city governments in the coastal area of Georgia; and

Whereas, the Camden County and City of Kingsland 2023 Joint Comprehensive Plan was prepared according to the Minimum Standards for Comprehensive Planning established by the Georgia Planning Act of 1989 and was found compliant in meeting the minimum standards by the Georgia Department of Community Affairs.

Now, therefore, be it resolved that the Mayor and Council of the City of Kingsland hereby adopts the Camden County and City of Kingsland 2023 Joint Comprehensive Plan

Adopted this 12th day of June, 2023.

____

Dr. C. Grayson Day, Jr., Mayor

ATTEST:

____

Jean Seigler-Horne, City Clerk

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 06/12/23 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4200 A

AGENDA ITEM (ID # 4200)

Bid Award: Purchase of 6 Police Pursuit Vehicles

This will be a pre-purchase for next year's vehicle budget. The City requested proposals in advance due to the long lead time experience over the last two years. Current year budget will be adjusted during year end revisions. *Due to experience with delays in equipment, staff recommends Parkway Chevrolet, Inc., for a total of $346,254 for 6 Tahoes with the admin upfit installed equipment.*

City of Kingsland
Bid Tabulation
2023/2024 Police Pursuit Vehciles
RFP #COK 23-017
Tuesday, June 6 2023 @ 2:00 PM

VENDOR	Location	Year Make Model	Cost (per vehicle) 1 Black/5 White Delivery Included	Admin Upfit Equipment Installed[1]	Total Cost 6 vehicles	ETA in Days	Additional Notes
Brannen Motor Company Lithia Springs, GA	Georgia	2023 Ford Explorer	$40,789	N/A	$244,734	10 Days	Basic Police Package (no additional equipment included)
Woody Folsom Ford, Inc. Baxley, GA	Georgia	2023 Dodge Durango	$46,000	N/A	$276,000	180 Days	Basic Police Package (no additional equipment included)
Parkway Chevrolet, Inc. Tomball, TX	Texas	2023 Chevrolet Tahoe	$43,464	$14,245	$346,254	20 Days	Equipped with the exception of radar, camera and radio. The estimated cost of these items is $8,500.

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

[1] Last quote for added equipment was $20,273.89 (3/21/22) for Ford Explorers and $21,099.84 (2/18/20) for Tahoes. Additionally, the last equipment installation took 11 months to complete from the date of the award.

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 06/12/23 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4188

AGENDA ITEM (ID # 4188)

Approval Of: TAD #2 Camden Woods Redevelopment Plan Development Agreement

An agreement between the City of Kingsland, Camden County Joint Development Authority, and Sawyer and Associates for the Kingsland Tax Allocation District #2 Camden Woods Redevelopment Plan.
Staff recommends approval.

TAX ALLOCATION DISTRICT #2 – CAMDEN WOODS REDEVELOPMENT PLAN

DEVELOPER DEVELOPMENT AGREEMENT

Between

CITY OF KINGSLAND, GEORGIA,

CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY,

and

SAWYER AND ASSOCIATES INC.

dated as of

_____________, 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**"), dated as of this ___ day of _____________, 2023, is made among the CITY OF KINGSLAND, GEORGIA, a municipal corporation of the State of Georgia (the "**City**" and a "**Party**"), the CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY, a development authority and public body corporate and politic of the State of Georgia (the "**Authority**" and a "**Party**"), and SAWYER AND ASSOCIATES INC., a Georgia limited liability company (the "**Developer**" and a "**Party**"), and recites and provides as follows. Capitalized items used herein and not otherwise defined have the meanings given to them in Article II.

ARTICLE I
RECITALS

WHEREAS, the City is duly authorized to exercise the redevelopment powers granted to cities and counties in the State pursuant to the Redevelopment Powers Law; and

WHEREAS, pursuant to a resolution duly adopted on December 10, 2012 (the "**Original TAD Resolution**"), the Mayor and Council of the City approved a redevelopment plan (the "**Redevelopment Plan**") for the City of Kingsland Redevelopment Area (as defined in the Redevelopment Plan) pursuant to O.C.G.A. §36-44-3(9); and

WHEREAS, pursuant to a resolution duly adopted on October 24, 2022 (the "**TAD #2 Resolution**"), the Mayor and Council approved an amendment to the Redevelopment Plan, dated October 19, 2022, to create a tax allocation district to serve the area known as Tax Allocation District #2 Camden Woods Redevelopment Plan (the "**TAD #2**"); and

WHEREAS, the City will act as the Redevelopment Agent for TAD #2 as contemplated by the Redevelopment Powers Law; and

WHEREAS, the TAD #2 Resolution expressed the intent of the City, as set forth in the Redevelopment Plan, as amended, to provide funds to induce and stimulate redevelopment in TAD #2; and

WHEREAS, pursuant to a resolution adopted by the Board of Commissioners of Camden County (the "**County**") on November 15, 2022, and a resolution adopted by the Board of Education of Camden County (the "**School Board**") on December 13, 2022, and pursuant to an Intergovernmental Agreement, dated as of November 15, 2022, among the City, the County, and the School Board, the County and the School Board have consented to the inclusion of their respective shares of *ad valorem* property taxes in the computation of the positive tax allocation increment for TAD #2 within the meaning of the Redevelopment Powers Law (the "**Positive Tax Allocation Increment**"); and

WHEREAS, the Redevelopment Powers Law provides that the City may enter into public-private partnerships to affect the redevelopment projects contemplated in the Redevelopment Plan; and

WHEREAS, the undertakings contemplated by the Redevelopment Plan include, among other development activity, undertakings such as the Project (as defined below); and

WHEREAS, the Developer has proposed the redevelopment of TAD #2 on four sites within TAD #2, Camden Commons, Camden Woods Northwest, Camden Woods Northeast, and Camden Woods Southeast, which will include mixed use commercial, retail, multi-family and residential development as more particularly described in the Redevelopment Plan, as amended, and as described in EXHIBIT A attached hereto (collectively, the "**Project**"); and

WHEREAS, to induce and further facilitate the successful accomplishment of a portion of the Redevelopment Plan, the City has indicated its intent to collect the Positive Tax Allocation Increment, on an annual basis and to make certain annual tax increment payments to the Developer, as described herein, to reimburse the Developer for the development of certain public infrastructure costs located within the TAD #2 consisting of water and sewer, storm drainage, street construction and traffic control, and curbs, sidewalks and streetscapes, as more particularly described in the Redevelopment Plan, as amended, and as further described in EXHIBIT B attached hereto (collectively, the "**Redevelopment Costs**"); and

WHEREAS, accordingly, in furtherance of the premises set forth in these Recitals, the City, the Authority and the Developer now wish to describe more comprehensively the terms of the plan for the development of the Project and the Redevelopment Costs; the plan for reimbursing the Redevelopment Costs; and the public/private partnering of the City, the Authority and the Developer regarding such development, all as hereinafter set forth.

NOW THEREFORE, the City, the Authority and the Developer, for and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, hereby agree as follows:

ARTICLE II
GENERAL TERMS

Section 2.1 Definitions. Unless the context clearly requires a different meaning, the following terms are used herein with following meanings:

"**Act of Bankruptcy**" means the making of an assignment for the benefit of creditors, the filing of a petition in bankruptcy, the petitioning or application to any tribunal for any receiver or any trustee of the applicable Person or any substantial part of its property, the commencement of any proceeding relating to the applicable Person under any reorganization, arrangement, readjustments of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if within sixty (60) days after the filing of a bankruptcy petition or the commencement of any proceeding against the applicable Person seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the proceedings have not been dismissed, or, if, within sixty (60) days after the appointment, without the consent or acquiescence of the applicable Person, of any trustee, receiver or liquidator of the applicable Person or of the land owned by the applicable Person, the appointment has not been vacated.

"**Advances**" means advances by the Developer or any other Person to pay any costs that comprise Redevelopment Costs associated with the Project.

"**Affiliate**" means, with respect to any Person, (a) a parent, partner, member or owner of such Person or of any Person identified in clause (b) of this definition; and (b) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Applicable Law**" means all applicable laws, statutes, resolutions, treaties, rules, codes, ordinances, regulations, certificates, orders, authorizations, determination, demand, approval, notice, direction, franchise, licenses and permits of any Governmental Body and judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction (including Environmental Laws and any other applicable laws pertaining to health, safety or the environment).

"**Authority**" means the Camden County Joint Development Authority, a public body corporate and politic created and existing under the laws of the State, and any successors and assigns.

"**City**" means the City of Kingsland, Georgia, a municipal corporation of the State, acting through its legislative body, the City Council, and any successors and assigns.

"**County**" means Camden County, Georgia, a political subdivision of the State, acting through its legislative body, the Board of Commissioners, and its successors and assigns under this Agreement.

"**Developer**" means Sawyer & Associates Inc., a Georgia limited liability company and its successors and assigns.

"**Tax Increment Payments**" shall mean the tax increment payments to be made by the City to the Developer hereunder as described in Section 6.3 hereof; provided however, that the total aggregate Tax Increment Payments made to the Developer shall not exceed $9,500,000, except as adjusted pursuant to Section 5.19 hereof.

"**Effective Date**" means the dated date of this Agreement.

"**Environmental Laws**" means the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., as amended, the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended, the Clean Water Act, 33 U.S.C. § 1251 et seq., as amended, the Clean Air Act, 42 U.S.C. § 7401 et seq., as amended, the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., as amended, and any other applicable law relating to health, safety or the environment.

"**Event of Default**" is defined in Section 8.2 hereof.

"**Force Majeure**" means the actual period of any delay to the final completion date of the Project caused by fire, unavailability of manufactured materials, earthquake, flood, explosion, war, acts of terrorism, invasion, insurrection, mob violence, sabotage, lockouts, litigation, condemnation, riots or other civil disorder, national or local emergency, act of God, unusual delays in transportation, unusual delay in obtaining lawful permits or consents to which the applicant is legally entitled, strike or labor dispute, severe unanticipated weather conditions, or delays caused by the City in excess of thirty (30) business days in responding to proposals for Material Modifications pursuant to Section 4.3, in any such case entitling the Developer or the City commensurate extension of time to perform and complete the obligations delayed thereby under this Agreement. The party requesting an extension of time due to Force Majeure will give written notice in accordance with Section 9.2 as soon as reasonably practical after the start of the event (in occurrence giving rise to the delay, specifically identifying the occurrence or event and the anticipated resulting delays to the Project.

"**General Contractor**" means an experienced, bondable and reputable general contractor reasonably satisfactory to the City.

"**Hazardous Substances**" means any hazardous waste, as defined by 42 U.S.C. § 6903(5), any hazardous substances as defined by 42 U.S.C. § 9601(14), any pollutant or contaminant as defined by 42 U.S.C. § 9601(33), and any toxic substances, oil or hazardous materials or other chemicals or substances regulated by any Environmental Laws.

"**Legal Requirements**" means any legal requirements (including, without limitation, Environmental Laws), including any local, state or federal statute, law, ordinance, rule or regulation, now or hereafter in effect, or order, judgment, decree, injunction, permit, license, authorization, certificate, franchise, approval, notice, demand, direction or determination of any governmental authority.

"**Loan Documents**" means any agreement or instrument, other than this Agreement and the Transaction Documents, to which the Developer is a party or by which it is bound and that is executed in connection with any financing provided to or for the benefit of the Developer in order to finance all or any portion of the Project, and including any commitment or application for such financing.

"**Material Modification**" means any modification, change or alteration in the description of the Project that would result in (a) a use other than a mixed-use development including commercial, retail, multi-family and residential uses, or (b) a material reduction of the Project Budget amount allocated to the Redevelopment Costs by more than 10%.

"**Original TAD Resolution**" shall have the meaning as defined in the Recitals hereof.

"**Permitted Exceptions**" means all of the following: (a) any reasonable and customary exceptions that serve or enhance the use or utility of the Project arising in the course of and necessary in connection with the construction , or ultimate operation of the Project, including by way of example and not of limitation, easements granted to public utility companies or governmental bodies (for public rights-of-way or otherwise), (b) any other exceptions expressly approved in writing by the City; (c) real property taxes, bonds and assessments (including assessments for public improvements) not yet due and payable; (d) any exceptions approved by any construction lender and (e) any covenants affecting the Site that are recorded in the records of the City as of the Effective Date.

"**Person**" includes a corporation, a trust, an association, a partnership (including a limited liability partnership), a joint venture, an unincorporated organization, a business, an individual or natural person, a joint stock company, a limited liability company, or any other entity.

"**Positive Tax Allocation Increment**" means the positive tax allocation increment (within the meaning of the Redevelopment Powers Law) levied and collected within TAD #2 at the tax millage rates then in force in the City, the County and the School District, which shall be payable first toward the Tax Increment Payments as determined on an annual basis for the TAD #2.

"**Project**" means the improvements developed or proposed to be developed by the Developer on the Site (consistent with the purposes and intent of the Redevelopment Plan), including, but not limited to, the engineering, design, site preparation, permitting and construction of the certain improvements, all as more specifically described in the Project Description, attached hereto as <u>EXHIBIT A</u>, as such Exhibit may be amended or modified from time to time, subject to the provisions of Section 9.4.

"**Project Approvals**" means all approvals, consents, waivers, orders; agreements, authorizations, permits and licenses required under applicable Legal Requirements or under the terms of any restriction, covenant or easement affecting the Project, or otherwise necessary or desirable for the ownership, acquisition, construction equipping use or operation of the Project, whether obtained from a governmental authority or any other person.

"**Project Budget**" means the projected cost for construction of the Project and the Redevelopment Costs as set forth in EXHIBIT B, which costs may include all architectural, engineering, design, legal and other consultant fees and expenses related to the Project and the Redevelopment Costs, as such Exhibit may be amended or modified from time to time by the Developer.

"**Project Description**" means the description of the Project provided in EXHIBIT A attached hereto.

"**Project Parcel**" means the tax parcel identified in EXHIBIT C, which consists of the Site.

"**Project Plans**'' means the site plan and the construction plans for the Project.

"**Redevelopment Costs**" has the meaning given that term in the Redevelopment Powers Law and, as used in this Agreement, means the public infrastructure to be constructed by the Developer within the TAD #2 that are eligible for Tax Increment Payments, as more particularly described in EXHIBIT B, all of which shall be reimbursable through payment of the Positive Tax Allocation Increment.

"**Redevelopment Costs Completion**" means completion of construction of the Redevelopment Costs; provided, however, the Redevelopment Costs Completion date shall be on or before December 31, 2033.

"**Redevelopment Plan**" means the City of Kingsland Redevelopment Plan creating the City of Kingsland Redevelopment Area approved by the City pursuant to the Original TAD Resolution, as amended by the TAD #2 Resolution.

"**Redevelopment Powers Law**" means the Redevelopment Powers Law, O.C.G.A. § 36-44-1, *et seq*., as amended.

"**Requisition**" means a requisition in substantially the form attached as EXHIBIT D (or such other form approved by the City).

"**Schedule of Values**" means the itemized schedule of values of the total "hard costs" of construction of the Project and such other Redevelopment Costs as defined under the Redevelopment Powers Law broken out into detail reasonably acceptable to the City.

"**Site**" means the approximately 584.27 acres of real property on which the Project will be located as more specifically described in EXHIBIT C attached hereto.

"**State**" means the State of Georgia.

"**TAD #2**" means Tax Allocation District #2 – Camden Woods Redevelopment Plan created by the TAD #2 Resolution and as further described in the Redevelopment Plan.

"**TAD #2 Resolution**" shall have the meaning as defined in the Recitals hereof.

"**Title Policy**" means the title insurance policy issued by a nationally recognized title company with respect to the Site.

"**Transaction Documents**" means any agreement or instrument other than this Agreement to which the Developer is a party or by which it is bound and that is executed in connection with the transactions contemplated by this Agreement, as the same may be amended or supplemented.

"**Urban Redevelopment Law**" means the Urban Redevelopment Law, O.C.G.A, § 36-61- 1, *et seq*., as amended.

Section 2.2 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

[END OF ARTICLE II]

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the Developer. The Developer hereby represents and warrants to the City that:

(a) Organization and Authority. The Developer is a Georgia S-Corporation, in good standing and authorized to transact business in the State. The Developer has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of the Developer, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of the Developer as a condition to the valid execution, delivery, and performance by it of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of the Developer in accordance with its terms, subject to matters and laws affecting creditors' rights generally and to general principles of equity.

(c) Organizational Documents. The Developer's organizational documents are in full force and effect and have not been modified or supplemented from those submitted to the City, but as the same may be modified in the future to reflect changes in the organizational structure of Developer in the ordinary course of business, and no fact or circumstance has occurred that, by itself or with the giving of notice of the passage of time or both, would constitute a default thereunder.

(d) Financial Statements. If requested by the City regarding the Project, all financial statements, previously furnished or to be furnished to the City with respect to the Developer, fairly present or will fairly present the financial condition of the Developer as of the dates thereof, and all other written information furnished to the City by the Developer will be accurate, complete and correct in all material respects and will not contain any material misstatement of fact or omit to state any fact necessary to make the statements contained therein not misleading.

(e) Environmental. The Developer has no knowledge: (i) of the presence of any Hazardous Substances on the Site of the Project, or any portion thereof, or of any spills, releases, discharges, or disposal of Hazardous Substances that has occurred or are presently occurring on or at the Site of the Project, or any portion thereof, or (ii) of the presence of any PCB transformer serving, or stored in, the Site or the Project, or any portion thereof, and the Developer has no knowledge of any failure to comply with any applicable Environmental Laws relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Substances.

(f) Bankruptcy. No Act of Bankruptcy has occurred with respect to the Developer.

(g) No Litigation. There is no action, suit or proceeding of any kind pending or, for the knowledge of the Developer, threatened against or affecting the Developer in any court before any arbitrator or before or by any governmental body which (i) in any manner raises any question affecting the validity or enforceability of this Agreement, (ii) could materially and adversely affect the business, financial position or results of operations of the Developer, or (iii) could materially and adversely affect the ability of the Developer to perform its obligations hereunder, nor does the Developer know of any basis for any such action, suit, proceeding, or investigation.

(h) No Undisclosed Liabilities. Neither the Developer nor the Site is subject to any material liability or obligation, including contingent liabilities, other than loans to finance the Project. The Developer is not in default under or in breach of any material contract or agreement, and no event has occurred which, with the passage of time or giving of notice (or both) would constitute such a default which has a material adverse effect on the ability of the Developer to perform its obligations under this Agreement.

(i) Tax Matters. The Developer has prepared and filed in a substantially correct manner all federal, state, local, and foreign tax returns and reports heretofore required to be filed by them and has paid all taxes shown as due thereon. No governmental body has asserted any deficiency in the payment of any tax or informed the Developer that such governmental body intends to assert any such deficiency or to make any audit or other investigation of the Developer for the purpose of determining whether such a deficiency should be asserted against the Developer.

(j) Principal Office. The Developer's principal place of business is located at 100 March Harbor Parkway, Kingsland, Georgia 31548.

(k) Licenses and Permits. The Developer possesses, or will possess as such times as the same may be legally required (and will cause its contractors, subcontractors, agents and other Persons performing any activities relating to the Project by contract with or under the direction of the Developer to possess), all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted or as it is intended to be conducted with respect to the Project, without known conflict with any rights of others.

(l) Project Location. The Project is located wholly within the approved boundaries of TAD #2.

(m) Utilities. Upon completion of the Project, all Utility services necessary and sufficient for the operation of the Project will be available through dedicated public rights of way or through perpetual private easement. All such utility easements will either enter the Site through adjoining public streets or if they pass through adjoining private land, do so in accordance with valid and recorded public or private easements which will be to the benefit of the Site.

(n) Rights of Way. The rights of way for all roads necessary for the full utilization of the Project for its intended purposes have been or will be acquired by the Developer during the course of the Development of the Project or the appropriate governmental body or have been or will be dedicated to public use and accepted by such governmental body. All curb cuts, driveways and traffic signals shown on the Plans are existing or have or will be fully approved by the appropriate governmental body prior to completion of the Project.

(o) Survey. To the best of the Developer's knowledge, any surveys for the Project delivered to the City do not fail to reflect any material matter of survey affecting the Legal Requirements for the Project or the title thereto.

(p) Liens. Other than as disclosed in writing to the City, there are no material liens of laborers, subcontractors, or materialmen on or respecting the Project on the Effective Date.

(q) Project Construction Schedules. The Developer will construct the Project and the Redevelopment Costs pursuant to this Agreement and as described in the Construction Schedule, attached as EXHIBIT E.

(r) Project Budget. The Project Budget accurately reflects the currently estimated costs of the Project and the Redevelopment Costs but may be subject to modification as provided in Section Article IV hereof.

(s) TAD Increment. The Project Parcel is projected to produce a Positive Tax Allocation Increment in each year sufficient to pay the Tax Increment Payments for such respective year for the Project.

(t) Ownership of Camden Commons Property. The Developer, or an affiliate controlled by the Developer, has good title to the portion of the Site on which the Project will be constructed, subject only to the Permitted Exceptions and the liens permitted by this Agreement.

Section 3.2 Representations and Warranties of the City. The City hereby represents and warrants to the Developer that:

(a) Organization and Authority. The City is a municipal corporation duly created and existing under the laws of the State. The City has the requisition power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of the City, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of the City as a condition to the valid execution, delivery, and performance by the City of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of the City in accordance with its terms, subject to matters and laws affecting creditors' right generally as to political bodies and to general principles of equity.

(c) No Litigation. There are no actions, suits, proceedings or investigations of any kind pending or threatened against the City before any court, tribunal or administrative agency or board or any mediator or arbitrator that questions the validity of this Agreement or any action taken or to be taken pursuant hereto.

(d) TAD Resolution. The Original TAD Resolution and the TAD #2 Resolution have been validly adopted, remain in full force and effect, and have not been further amended or supplemented. To the best of its knowledge, no further amendment of or supplement to the Original TAD Resolution or the TAD #2 Resolution is contemplated by the City with respect to the TAD #2.

Section 3.3 Representations and Warranties of the Authority. The Authority hereby represents and warrants to the Developer that:

(a) Organization and Authority. The Authority is a public body corporate and politic created and existing under the laws of the State. The Authority has the requisition power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of the Authority, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of the Authority as a condition to the valid execution, delivery, and performance by the Authority of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of the Authority in accordance with its terms, subject to matters and laws affecting creditors' right generally as to political bodies and to general principles of equity.

(c) No Litigation. There are no actions, suits, proceedings or investigations of any kind pending or threatened against the Authority before any court, tribunal or administrative agency or board or any mediator or arbitrator that questions the validity of this Agreement or any action taken or to be taken pursuant hereto.

Section 3.4 Reimbursement of Parties.

(a) Reimbursement of the Authority. The City covenants and agrees to reimburse the Authority for the fees and expenses of the Authority relating to the preparation and execution of this Agreement and other professional services associated with the establishment of TAD #2 in an amount not to exceed $45,000. Such reimbursement may be paid from the Positive Tax Allocation Increment.

(b) Reimbursement of the City. The Parties to this Agreement covenant and agree that the City shall receive the first $2.5 million of the Positive Tax Allocation Increment as reimbursement for work related to the construction of public infrastructure as set forth in EXHIBIT B and EXHIBIT E.

(c) Reimbursement of the Developer. The parties this Agreement covenant and agree that subject to sections 3.4(a) and 3.4(b), the City shall reimburse the Developer the next $5.5 million, and up to $9.5 million of the Positive Tax Allocation Increment for work related to Redevelopment Costs of the public infrastructure to be constructed by the Developer within TAD #2 that are eligible for Tax Increment Payments as set forth in EXHIBIT B and EXHIBIT E.

[END OF ARTICLE III]

ARTICLE IV
DEVELOPMENT AND CONSTRUCTION

Section 4.1 Construction of the Project.

(a) The Developer will develop and construct the Project in a good and workmanlike manner in substantial conformance with the Project Plans and the descriptions thereof set forth in the Redevelopment Plan, subject to *Force Majeure*. The City acknowledges that, during the term of this Agreement, modifications to the Project as contemplated on the Effective Date may occur. To the extent that any such modification is a Material Modification, the Developer will comply with the procedures set forth in Section 4.3. The City agrees to use commercially reasonable efforts to assist the Developer with the development of the Project on the terms set forth in this Agreement to further the public purposes of the Redevelopment Plan and the Redevelopment Powers Law.

(b) The Developer agrees to use commercially reasonable efforts to develop and construct the Project in all material respects in accordance with the Project Budget, as set forth in EXHIBIT B, subject to *Force Majeure*. The City acknowledges that, during the term of this Agreement, modifications to the Project Budget may occur. When such modifications occur which are not Material Modifications, the Developer will provide a revised version of EXHIBIT B to the City and the Authority. The Project Budget, as revised, will be used as the basis for reimbursement of Advances under Section 6.3. **Notwithstanding any representation within the Project Budget to the contrary, only Advances for Redevelopment Costs as defined in the Redevelopment Powers Law shall be reimbursable through payment of the Positive Tax Allocation Increment**. To the extent that any such modification is a Material Modification, the Developer will comply with the procedures set forth in Section 4.3.

(c) To the extent not included in a Requisition, the Developer shall deliver construction cost reports and interim progress reports in form and content reasonably satisfactory to the City and the Authority, including an updated Project construction schedule and summary of all costs and expenses incurred in connection with the Project, not less frequently than annually, from and after the date hereof and until the earlier of (i) the payment of all Tax Increment Payments or (ii) the termination of TAD #2 by resolution of the City. The Developer shall keep the City fully informed as to the status and progress of all construction work with respect to the Project.

(d) Upon Redevelopment Costs Completion, the Developer will provide the City with a final cost summary of all costs and expenses associated with the Project and evidence that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors, it being acknowledged that an affidavit from the General Contractor to such effect shall be sufficient to satisfy the requirements of this Section.

(e) The Developer will construct the Project in accordance with all applicable Legal Requirements.

Section 4.2 Approvals Required for the Project. The Developer will obtain or cause to be obtained all necessary Project Approvals for the Project and will comply with all Legal Requirements of any governmental body regarding the use or condition of the Project. The Developer may, however, contest any such Legal Requirement or denial of a Project Approval by an appropriate proceeding diligently prosecuted provided that (a) the Developer gives the City prior written notice of its intent to contest a Legal Requirement or denial of a Project Approval; (b) the Developer demonstrates to the City's reasonable satisfaction that its interest in the Project is not at risk of sale on account of such contest prior to the final determination of the legal proceedings of such contest; (c) such proceeding shall be permitted under Applicable Law and under any other agreement to which the Developer or the Project is subject, including but not limited to, the Transaction Documents and the applicable Loan Documents; and (d) such proceedings shall not result in any need for any Material Modification that has not been approved by the City. The City agrees to process zoning and permit applications for the Project in a prompt and timely manner in accordance with its normal rules and procedures.

Section 4.3 Material Modifications. If the Developer proposes to make a Material Modification to the Project, it will submit the proposed modifications to the City in writing for review and approval by it. Any such submission must clearly identify all changes, omissions and additions as compared to the previously approved description of, budget or construction schedule for the Project. Such submission shall also include the projected impact, if any, on the Positive Tax Allocation Increment and such other information as reasonably requested by the City for the purpose of evaluating the request. The City will have thirty (30) business days after submission of the proposed modifications to review the submission and deliver to the Developer written comments to or written approval of the modifications. If the City determines, in its reasonable judgment, that the proposed modifications are acceptable, the City will notify the Developer in writing, the proposed modifications will be deemed to be incorporated, and the Developer will perform its obligations under this Agreement as so modified. If the City determines, in its reasonable judgment , that the proposed modifications are not acceptable, the City will so notify the Developer in writing, specifying in reasonable detail in what respects they are not acceptable and, by written notice to the City, the Developer will either (a) withdraw the proposed modifications, in which case, construction will proceed on the basis of the description of, budget or construction schedule for the Project previously approved as provided herein; or (b) revise the proposed modifications in response to such objections, and resubmit such revised modifications to the City for review and approval by it within thirty (30) business days after such notification as described above. If the City has not responded to the Developer within thirty (30) business days after any submission, the proposed modifications will be deemed approved. In addition, to the extent any Material Modification requires an amendment to any portion of the Redevelopment Plan, the City will have such amount of time as reasonably required to pursue any such amendment.

[END OF ARTICLE IV]

ARTICLE V
DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF DEVELOPER

Section 5.1 Completion of the Project and Redevelopment Costs. The Developer will commence and complete construction of the Project and the Redevelopment Costs, with diligence and in a good and workmanlike manner, free and clear of all liens and claims for materials supplied or for labor or services performed in connection with the Project. The Redevelopment Costs Completion shall occur on or before December 31, 2026.

Section 5.2 Compliance with Documents. The Developer agrees to comply with all material obligations and covenants of the Developer herein and in the Transaction Documents. To the best of its knowledge, the Developer is in compliance with its obligations and covenants in the applicable Loan Documents pursuant to which amounts were loaned or otherwise made available to the Developer to finance construction of the Project.

Section 5.3 Litigation. During development and construction of the Project, the Developer shall notify the City in writing, within ten (10) days of its having knowledge thereof, of any actual, pending, or threatened litigation, claim, demand, or adversarial proceeding in which a claim may be made against the Developer or the Project and which may materially and adversely affect the Project, and of any judgment rendered against the Developer. The Developer shall also notify the City in writing within ten (10) days of its having knowledge of any matter that the Developer considers may result or does result in a material adverse change in the financial condition or operation of the Developer or its interest in the Project.

Section 5.4 Maintenance of the Project. The Developer agrees that, to the extent it has an interest in the Project it will at its own expense, (a) keep such project or cause such project to be kept in as reasonably safe condition as its operations permit; (b) make or cause to be made from time to time all necessary repairs thereto and renewals and replacements thereof and otherwise keep such project in good repair and in good operating condition; and (c) not permit or suffer others to commit a nuisance or waste on or about the Project. Subject to Section 4.3 of this Agreement, the Developer at its own expense and from time to time, may make any additions, modifications or improvements to the applicable Project that it may deem desirable for its business purposes and that do not impair the effective use, or decrease the value, of the Project.

Section 5.5 Records and Accounts. The Developer will keep true and accurate records and books of account with respect to itself and the Project, in which full, true and correct entries will be made on a consistent basis, in accordance with generally accepted accounting principles.

Section 5.6 Liens and Other Charges. The Developer will duly pay and discharge, or cause to be paid and discharged, before the same become overdue all undisputed claims for labor, materials, or supplies that if unpaid might by law become a lien or charge upon the Project unless the Developer is lawfully protesting the same, in which case Developer will provide a suitable “mechanics lien bond” to discharge such lien from the Project.

Section 5.7 Compliance with Laws, Contracts, Licenses, and Permits. The Developer will use commercially reasonable efforts to comply in all material respects with (a) all applicable laws, (b) all agreements and instruments by which it or any of its properties may be bound, and all restrictions, covenants and easements affecting the Project or the Site, (c) all applicable decrees, orders and judgments, and (d) all licenses and permits required by applicable laws and regulations for the conduct of its business or the ownership, use or operation of its properties.

Section 5.8 Laborers, Subcontractors and Materialmen. Without limiting the requirements of Article IV, the Developer will furnish to the City, upon request at any time, and from time to time, affidavits listing all laborers, subcontractors, materialmen, and any other Persons who might or could claim statutory or common law liens and are furnishing or have furnished labor or material to the Project or any part thereof, together with affidavits, or other evidence satisfactory to the City, showing that such parties have been paid all amounts then due for labor and materials furnished to the Project; provided, however, it is agreed an affidavit of the General Contractor for the Project to such effect shall satisfy the requirements of this Section. The Developer will also furnish to the City, at any time and from time to time upon demand by the City, lien waivers bearing a then current date and prepared on a form satisfactory to the City from the General Contractor for the Project, and such subcontractors or materialmen as the City may designate.

Section 5.9 Insurance. To the extent of its interest therein, the Developer will keep the Project continuously insured against such risks as are customarily insured against by businesses of like size and type engaged in the same or similar operations; provided, however, that such insurance provides coverage of at least $2,000,000 for third party liability. The City shall be named as a co-insured party during construction of the Redevelopment Costs.

Section 5.10 Further Assurances and Corrective Instruments. The City, the Authority and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement; provided that the rights of the City, the Authority and the Developer hereunder and the ability of the Developer to construct the Project are not impaired thereby.

Section 5.11 Performance by the Developer. The Developer will perform all acts to be performed by it hereunder and will refrain from taking or omitting to take any action that would materially violate the Developer's representations and warranties hereunder or render the same materially inaccurate as of the Effective Date and subsequent Requisition dates or that in any material way would prevent the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof.

Section 5.12 Restrictions on Easements and Covenants. Except for Permitted Exceptions, the Developer will not create or suffer to be created or to exist any easement, right of way, restriction, covenant, condition, license or other right in favor of any Person which affects or might affect title to the Project or the use and occupancy thereof or any part thereof without obtaining the prior approval of the City, other than easements, and rights of ways customary for utilities or otherwise necessary for development or construction of the Project, lease restrictions and covenants common to the shopping center industry.

Section 5.13 Access to the Site. The Developer will permit persons designated by the City and the Authority to access the Site and to discuss the progress and status of the Project with representatives of the Developer, all in such detail and at such times as the City or the Authority may reasonably request. All such access must be during normal business hours and in a manner that will not unreasonably interfere with construction activities of the Project or with the Developer business operations generally. The City's or Authority's representative must be accompanied by a representative of the Developer during any access contemplated by this Section.

Section 5.14 Title Policy. Promptly upon acquisition of any portion of the Site, the Developer will provide to the City any title policy or marked commitment obtained that evidences ownership of the property by the Developer.

Section 5.15 Payment of Redevelopment Costs. The Developer will pay when due its share of all costs of development and construction of the Project and Redevelopment Costs as set forth in the Project Budget.

Section 5.16 Event Notices. The Developer, will promptly notify the City and the Authority in writing of (a) the occurrence of any default or event of default of which it has knowledge; (b) the occurrence of any Material Modification; (c) the occurrence of any levy or attachment against its assets or other event which may have an adverse effect on the Project or the business or financial condition of the Developer; and (d) the receipt by the Developer, as the case may be, of any written notice of default or notice of termination with respect to any contract or agreement relating to the ownership, construction, operation, or use of the Project which may adversely affect the Project.

Section 5.17 Annual Reporting. The Developer agrees that on or before March 1 in each year, commencing March 1, 2024 and continuing each year until the project reimbursement goals as outlined in Section 3.4 are met, the Developer shall certify in a manner acceptable to the City, the amount invested in the Project.

[END OF ARTICLE V]

ARTICLE VI
TAX INCREMENT PAYMENTS

Section 6.1 Conditions to Delivery of this Agreement. The Developer hereby acknowledges and agrees that the execution and delivery of this Agreement are contingent upon satisfaction of the following conditions:

(a) The Mayor and Council and the governing body of the Authority have adopted resolutions or ordinances, as appropriate, authorizing the execution of this Agreement.

(b) The Developer certifies that all representations, warranties and covenants made by it in this Agreement and in the Transaction Documents are true and correct in all material respects, that it is neither in default under this Agreement or the Transaction Documents, or if in default, the Developer has outlined to the City and the Authority the nature of the default and describes what steps are being taken to cure the default.

(c) The Developer has provided an opinion of legal counsel in form and substance satisfactory to the City and the Authority to the effect that (i) this Agreement and the Transaction Documents identified in such opinion (a) have been duly authorized by it and will be valid, binding and enforceable against the respective entities subject to standard enforceability exceptions and (b) will not violate or otherwise contravene its organizational documents or any agreement or instrument to which it is a party or to which its property or assets are bound; and (ii) there is no litigation pending or, to such counsel's knowledge, threatened before any court or administrative agency against it or its interests in the Site, which, if adversely determined, would have a material adverse effect on the Developer or its financial condition.

(d) The Developer, the Authority and the City have each approved and executed this Agreement.

(e) The Developer shall have submitted (i) certified copies of its organizational documents, and (ii) certificates of good standing from the jurisdiction in which it was organized, together with evidence that it is qualified to transact business and is in good standing in Georgia.

(f) The Developer shall have delivered certified copies of corporate resolutions or other evidence of their approval of this Agreement and the Transaction Documents to which they are a party and authorizing the execution and delivery thereof by an authorized officer.

Section 6.2 Advances. The Developer shall make or cause to be made all Advances in connection with the Project.

Section 6.3 Conditions to Payment of Tax Increment Payments. Subject to compliance by the Developer with the conditions set forth below and subject to the terms and limitations herein, the City shall make Tax Increment Payments to the Developer to reimburse the Developer for a portion of the Advances made in connection with the Redevelopment Costs of the Project; provided, however, the total aggregate amount of Development Payments shall not exceed $9.5 million. Tax Increment Payments will be disbursed annually on or after March 1 of each year (corresponding to the previous calendar year's Tax Increment Payment), pursuant to Requisitions in the form provided herein and consistent with the written evidence of compliance with the terms of this Agreement, particularly subparagraph (b)(1) below, submitted to the City as set forth below in accordance with the following procedures:

(a) Until completion of the Project and submission of the Final Requisition, not less than forty-five (45) business days prior to the date on which the Developer desires a Tax Increment Payment, the Developer will submit to the City a Requisition in substantially the same form as attached hereto as EXHIBIT D. The Requisition will include: (1) the itemized schedule of values prepared by the General Contractor or the Developer of the total "hard costs" of reimbursable costs and such other Redevelopment Costs as allowed under the Redevelopment Powers Law for which Project Funds are requested (the "Schedule of Values"), together with a copy of the construction contract or contracts to which such reimbursement relates; (2) all costs incurred for construction and non-construction expenses for the reimbursable costs to the date of the Requisition for which no Requisition has previously been presented and paid; and (3) such certificates and affidavits as the City may reasonably request. The accuracy of the cost breakdown and percentage completion in the Requisition must be certified by the Developer. Anything contained herein to the contrary, notwithstanding, Tax Increment Payments shall never exceed the Positive Tax Allocation Increment. To the extent that any Requisition request exceeds the Positive Tax Allocation Increment for such year, such request shall be held until the Positive Tax Allocation Increment in successive years is collected and available to make such payments.

(b) In addition, the Requisition must be accompanied by evidence in form and content reasonably satisfactory to the City (including, but not limited to, certificates and affidavits of the Developer and such other Persons as the City may reasonably require):

(1) Copies of all bills or statements or canceled checks for any indirect or soft-cost expense for which the Tax Increment Payment is requested;

(2) If the Requisition includes amounts to be paid to any contractor, a contractor's application for payment showing the amount paid by the Developer with respect to each such line item and, upon request of the City, copies of all bills or statements or canceled checks for expenses incurred by the Developer for which the Tax Increment Payment is requested and a copy of a satisfactory "Interim Waiver and Release upon Payment" pursuant to O.C.G.A. § 44-14-366 from the General Contractor which received payment from the proceeds of the immediately preceding Requisition;

(3) That all construction has been concluded substantially in accordance with the Project Plans (and all changes thereto approved by the City or otherwise permitted pursuant to the terms hereof); and

(4) That there are no liens outstanding against the Project except for those set forth in any applicable title policy, other than (A) inchoate liens for property taxes not yet due and payable, (B) liens being contested in

accordance with the terms and conditions set forth in applicable law and (C) loans for the construction of the Project.

(c) The construction for which Redevelopment Costs are included in any Requisition must be reviewed and approved by the City or its appointed consultant to verify the approval of the construction, the cost of completed construction, the percentage of completion and the compliance with the Project Plans.

(d) Within forty-five (45) business days of receipt of a completed Requisition, the City will disburse to the Developer the approved Tax Increment Payment to the extent such payment together with all other cumulative payments does not exceed the Positive Tax Allocation Increment. The Developer will provide wiring instructions to the City to aid in such payment.

Section 6.4 Limited Liability.

(a) The City's obligations hereunder to reimburse Redevelopment Costs are limited solely to the Positive Tax Allocation Increment.

(b) To the extent permitted by State law, no director, officer, employee or agent of the City will be personally responsible for any liability arising under or growing out of the Agreement.

[END OF ARTICLE VI]

ARTICLE VII INDEMNIFICATION

Section 7.1 Indemnification. The Developer will defend, indemnify, and hold the City and its agents, employees, officers, and legal representatives and the Authority and its agents, employees, officers, and legal representatives (collectively, the "Indemnified Persons") harmless for all claims, causes of action, liabilities, fines, and expenses (including, without Limitation, reasonable attorneys' fees, court costs, and all other defense costs and interest) (collectively, the "Losses") for injury, death, damage, or loss to persons or property sustained in connection with, or incidental to the construction of the Project. Notwithstanding anything to the contrary in this Article: (1) the Developer's indemnification obligation under this Article is limited to the greater of [$5,000,000] or the policy limits available under the insurance policies required under Section 5.9; (2) the Developer will not be obligated to indemnify any Indemnified Person for the Indemnified Person's own negligence, recklessness or intentional act or omission; and (3) the Developer will not be obligated to indemnify any Indemnified Persons to the extent that any claims that might otherwise be subject to indemnification hereunder resulted, in whole or in part, from the gross negligence, recklessness or intentional act or omission of any other indemnified Person or Persons.

Section 7.2 Notice of Claim. If an Indemnified Person receives notice of any claim or circumstance which could give rise to indemnified Losses, the receiving party must give written notice to the Developer within fifteen (15) business days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified Losses. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification or a different amount of indemnified Losses than that indicated in the initial notice. If an Indemnified Person does not provide this notice within the fifteen (15) business-day period, it does not waive any right to indemnification except to the extent that the Developer is prejudiced, suffers loss, or incurs expense because of the delay.

Section 7.3 Defense. The Developer or its insurance carrier may assume and control the defense of the claim based on the indemnified Losses at its own expense with counsel chosen by the Developer or its insurance carrier with the concurrence of the Indemnified Person. The Developer will also control any negotiations to settle the claim. Within ten (10) business days after receiving written notice of the indemnification request, the Developer will advise the Indemnified Person as to whether or not it will defend the claim. If the Developer does not assume the defense, the Indemnified Person will assume and control the defense and all defense expenses actually incurred by it will constitute Losses.

Section 7.4 Separate Counsel. If the Developer elects to defend a claim, the Indemnified Person may retain separate counsel, at the sole cost and expense of such Indemnified Person, to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations. The Developer may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that the Developer does not fund in full, or (iii) would not result in the

Indemnified Person 's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

Section 7.5 Survival. The provisions of Article VII will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

[END OF ARTICLE VII]

ARTICLE VIII
DEFAULT

Section 8.1 Default by the Developer. The following will constitute a default by the Developer:

(a) Failure of the Developer to materially and timely comply with and perform each of its obligations set forth in this Agreement, after a minimum of thirty (30) days' notice to the Developer and Developer's failure to cure or dispute such matter within such thirty (30) day period.

(b) A default by the Developer under, or failure of the Developer to comply with, any material obligation of the Developer set forth in the Transaction Documents. Any representation or warranty made by the Developer in this Agreement or subsequently made by it in any written statement or document furnished to the City and related to the transactions contemplated by this Agreement is false, incomplete, inaccurate or misleading in any material respect, including, but not limited to the investment goal provided in Section 5.17 hereof.

(c) Any report, certificate or other document or instrument furnished to the City by the Developer in relation to the transactions contemplated by this Agreement is false, inaccurate or misleading in any material respect; or if any report, certificate or other document furnished to the City on behalf of the Developer, to the extent that the Developer knows such document is false, inaccurate or misleading and fails to promptly report such discrepancy to the City.

(d) An Act of Bankruptcy of the Developer.

Section 8.2 Remedies. If a default by the Developer occurs and is continuing thirty (30) days after receipt of written notice to the Developer from the City specifying the existence of such default (or within a reasonable time thereafter if such default cannot reasonably be cured within such 30-day period and the Developer begins to diligently pursue the cure of such default within such 30-day period), unless disputed by the Developer, the default will become an "Event of Default," and the City will be entitled to elect any or all of the following remedies: (i) termination of this Agreement and discontinuation of funding and payments of Development Payments hereunder; (ii) pursuit of specific performance of this Agreement or injunctive relief; or (iii) waiver of such Event of Default.

Section 8.3 Remedies Cumulative. Except as otherwise specifically provided, all remedies of the parties provided for herein or in the Transaction Documents are cumulative and will be in addition to any and all other rights and remedies provided for or available hereunder and under the Transaction Documents, at law or in equity.

Section 8.4 Agreement to Pay Attorneys' Fees and Expenses. In the event of an Event of Default, if the City employs attorneys or incurs other expenses for the collection of amounts due hereunder or for the enforcement of the performance or observance of any covenants or agreements on the part of the Developer contained herein, the Developer agrees that it will pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred, the amount of such fees of attorneys to be without regard to any statutory presumption.

Section 8.5 Default by the City. The following will constitute a default by the City: Any material breach by it of any representation made in this Agreement or any material failure by it to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of thirty (30) days alter written notice specifying such breach or failure and requesting that it be remedied, given to it by the Developer; provided that in the event such breach or failure, can be corrected but cannot be corrected within said 30-day period, unless disputed by the City, the same will not constitute a default hereunder if corrective action is instituted by the defaulting party or on behalf of the defaulting party within said 30-day period and is being diligently pursued.

Section 8.6 Remedies against the City. Upon the occurrence and continuance of a default by the City hereunder, the Developer may seek specific performance of this Agreement or pursue any other remedies available at law or in equity. If the Developer employs attorneys or incurs other expenses for the collection of amounts due hereunder or for the enforcement of the performance or observance of any covenants or agreements on the part of the City contained herein, the City agrees that it will pay to the Developer the reasonable fees of such attorneys and such other reasonable expenses so incurred, the amount of such fees of attorneys to be without regard to any statutory presumption.

[END OF ARTICLE VIII]

ARTICLE IX
MISCELLANEOUS

Section 9.1 Term of Agreement. This Agreement will commence on the Effective Date and will expire on the earlier of (a) the date all approved Development Payments have been reimbursed/paid to the Developer subject to the availability of Positive Tax Allocation Increment (b) December 31, 2033, or (c) the date the city elects to terminate this Agreement pursuant to Section 8.2 hereof.

Section 9.2 [Reserved].

Section 9.3 Notices. Any notice sent under this Agreement (except as otherwise expressly required) must be written and mailed by prepaid certified or registered mail or sent by overnight courier or personally delivered to an officer of the receiving party at the following addresses:

If to the Developer:

Ronald Sawyer, President
Sawyer and Associates, Inc.
100 Marsh Harbour Parkway
Kingsland, Georgia 31548

If to City:

City of Kingsland, Georgia
Attn: City Manager
PO Box 250
107 S Lee Street
Kingsland, Georgia 31548

With a copy to:

Steven Blackerby
Brown, Reddick, Bumgartner, Carter, Strickland & Watkins
5 Glynn Avenue
Brunswick, Georgia 31520

If to Authority:

Camden County Joint Development Authority
Attn: Executive Director
531 North Lee Street
Kingsland, Georgia 31548

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section will be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission will be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person will be deemed to be given when receipted for by, or actually received by the party identified above.

Section 9.4 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the parties hereto. No course of dealing on the part of any party to this Agreement, nor any failure or delay by any party to this Agreement with respect to exercising any right, power or privilege hereunder will operate as a waiver thereof.

Section 9.5 Invalidity. In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

Section 9.6 Successors and Assigns. The Developer may not assign this Agreement or any of its rights hereunder or any interest herein without the prior written consent of the City and the Authority, which consent may not be unreasonably withheld, conditioned or delayed; provided that the Developer may, without the prior consent of the City or Authority, assign this Agreement and all or any portion of its rights hereunder and interests, herein, to any Affiliate of it or to any entity controlled by or under common control with it that has assets of a value at least equal to that of the Developer at the time of the assignment. The Developer will provide written notice to the City and the Authority of any such assignment. Upon any such assignment of the obligations of the Developer hereunder, the Developer will be deemed released from such obligations. Notwithstanding the above, the Developer may collaterally assign this Agreement and its rights hereunder and interest herein, without the consent of the City or the Authority, to a lender to secure any acquisition, development or construction loan for the Project.

Section 9.7 Exhibits, Titles of Articles and Sections. The exhibits attached to this Agreement are incorporated herein and will be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement will prevail. All titles or headings are only for the convenience of the parties and may not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a Section or subsection will be considered a reference to such Section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit will be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

Section 9.8 Applicable Law. This Agreement is a contract made under and will be construed in accordance with and governed by the laws of the United States of America and the State.

Section 9.9 Entire Agreement; Construction with Redevelopment Plan. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. Notwithstanding any other provision in this

Agreement, in the event of a conflict between the terms of this Agreement and the Redevelopment Plan, the provisions of this Agreement shall control.

Section 9.10 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent may not be unreasonably withheld, conditioned or delayed, and will be deemed given if no written objection is delivered to the requesting party within ten (10) business days after delivery of the request to the approving party.

Section 9.11 Additional Actions. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

[END OF ARTICLE IX]

IN WITNESS HEREOF, the parties hereto have caused this instrument to be duly executed as of the ____ day of ________________, 2023.

CITY OF KINGSLAND, GEORGIA

By: ___________________________________
Mayor

ATTEST:

By: ___________________________________
City Clerk

[SEAL]

CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY

By: ___________________________________
Chairman

ATTEST:

By:___________________________________
Secretary

[SEAL]

SAWYER AND ASSOCIATES INC.,
a Georgia limited liability company

By: ___________________________________
Title:

EXHIBIT A

PROJECT DESCRIPTION

Initial proposed redevelopment scenarios and corresponding construction cost estimates have been created by the Sawyer & Associates, Inc. development team. Sawyer & Associates is proposing development on four sites it owns in Kingsland:

- **Camden Commons**: This large parcel on the south side of the intersection of Highway 40 and Kings Bay Road, will be developed as a major mixed use commercial development. The developer is planning a mix of retail and restaurant uses, a major presence by national "big box" retailers and multifamily housing. Camden Commons will contain over 750,000 SF of commercial development once completed in eight years.
- **Camden Woods Northwest**: This property is planned for mixed use development including 150,000 SF of commercial development at 330 multifamily units.
- **Camden Woods Northeast**: Adjacent to the Northwest development across Camden woods Road, this development would include an additional 60,000 SF of neighborhood commercial along with 22,000 SF of office uses.
- **Camden Woods Southeast**: this development would consist of 75,000 SF of neighborhood commercial development; largely retail uses and restaurants.

Sawyer and Associates (Developer) estimates that these four developments will take approximately eight years to complete with Camden Commons being the initial development of the four. At completion they will result in a combined 1.057 million SF of commercial development and 830 new residential units in the City of Kingsland. A map of the Development Area is provided in various section of Exhibit E – Camden Woods Redevelopment Plan.

EXHBIT B

PROJECT BUDGET

ESTIMATED REDEVELOPMENT COSTS

As shown in the table below, the proposed development could represent an investment of $192 million in the TAD, far exceeding the level of investment that has occurred in the area over the past several decades. It would represent potential growth in the County's tax digest of about $77 million at the time of build out.

CAMDEN WOODS ESTIMATED REDEVELOPMENT COST AND POTENTIAL IMPACT

Development Component	**Development Value**	**Taxable Value**
Camden Commons	$116,750,000	$46,700,000
Camden Woods Northwest	$48,825,000	$19,530,000
Camden Woods Northeast	$12,710,000	$5,084,000
Camden Woods Southeast	$13,755,938	$5,502,375
Total Value	**$192,040,938**	**$76,816,375**

The estimates and modeling to arrive at these totals for the Camden Woods Redevelopment Area are detailed in the following section:

Method of Financing

Based on the information above, the forecasted taxable value estimates for the development upon completion represents over $79 million in new market value at build out. Below is the phasing plan of the overall development.

Camden Woods Development Phasing Plan (detail provided in EXHIBIT F, Section D)

Total Year 10	Year 1 Total	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Camden Commons Neighborhood Commercial	300,000										-
Retail	170,000	35,000	35,000	35,000	35,000	30,000					170,000
Restaurants	80,000	15,000	15,000	15,000	15,000	10,000	10,000				80,000
Car Dealership	50,000		50,000								50,000
National Retailers	450,000	100,000		100,000		125,000		125,000			-450,000
Rental Apartment Units	500	250			250						500
											-
Camden Woods Northwest											-
Neighborhood Commercial	150,000				40,000	40,000	40,000	30,000			150,000
Rental Apartment Units	330					330					330
											-
Camden Woods Northeast											-
Neighborhood Commercial	60,000				30,000	30,000					60,000
Office	22,000						22,000				22,000
											-
Camden Woods Southeast											-
Neighborhood Commercial	75,375		25,000	25,000	25,375						75,375
Annual Commercial SF	**1,057,375**	**-150,000**	**125,000**	**175,000**	**145,375**	**235,000**	**72,000**	**155,000**			**-1,057,375**
Annual Residential Units	**830**	**-250**	**-**	**-**	**250**	**330**	**-**	**-**			**-830**
Cummulative Commercial SF		**150,000**	**275,000**	**450,000**	**595,375**	**830,375**	**902,375**	**1,057,375**		**1,057,375**	**1,057,375**
Cummulative Residential Units		**250**	**250**	**250**	**500**	**830**	**830**	**830**	**830**	**830**	**830**

PAY-AS-YOU-GO

New tax revenues from the TAD increment will accrue over time. The City could use the accrued balance to help financially support any public or private infrastructure project needs as they arise. This approach, termed “Pay-As-You-Go,” could allow for in excess of $17 million to be spent in the TAD area, though it would require an accumulation period, as the revenue balance must be given time to grow. $9.5 million is being requested from the TAD for the purposes of this development.

This amount assumes a maximum of 10 years of revenue accrual and a gradual increase in the value of the redevelopment increment during the first years of the existence of the TAD. For a more detailed breakdown of these projections, see Appendix B in the Camden Woods Redevelopment Plan, attached hereto as EXHIBIT F.

EXHIBIT C

SITE

Kingsland TAD #2 Boundary Map

Proposed TAD #2 Developments

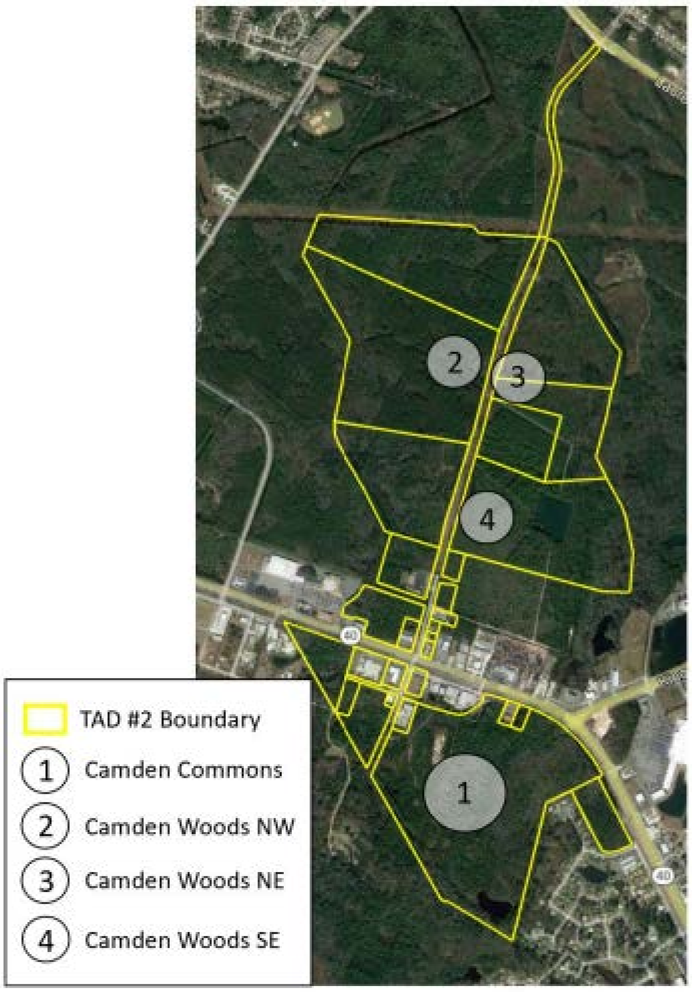


EXHIBIT D

FORM REQUISITION

TAD Project:			
Developer:			
Requisition No.		Date of Requisition:	/ /202__
To:	City of Kingsland, Georgia		

Application is made for reimbursement of ____________________________ to pay for Redevelopment Costs, for the purposes and on the terms set forth below, all in accordance with the provisions of that certain Development Agreement among the City of Kingsland, Georgia, and____________________, dated as of ________________, 20___.

All capitalized terms used herein not otherwise defined have the meaning given them in the Development Agreement. AIA Form G-702 and its Continuation Sheet, AIA Document G-703, or similar form documents are attached and are made a part of this Requisition. Architect's and Contractor's Certificates or similar form documents for payment are also part of the attached.

1. The Project Budget is $__________________ and the Project Costs, Schedule of Values and Percentages of Completion are as set forth on forms attached.

2. Amount Requested: $______________________.

3. Attached hereto are:

(a) Copies of all bills or statements or cancelled checks for any indirect or soft-cost expense for which this Requisition is requested;

(b) Copies of all bills or statements or cancelled checks for any such hard cost expenses incurred by ____________________________ for which this Requisition is requested;

(c) A schedule(s), prepared in accordance with Section _____ of the Development Agreement, supporting the amount of the requested disbursement subject to this Requisition.

CERTIFICATION

In accordance with the Development Agreement, _________________________ certifies to the Redevelopment Agent that:

(a) all of its representations and warranties made in and as of the date of the Development Agreement are true and correct as of the date hereof;

(b) the quality of the construction of the TAD Project to date is in accordance with the TAD Project Plans; the Development Agreement, and the Transaction Documents;

(c) the Project Cost breakdown and the percentage completion referenced in this Requisition are accurate;

(d) all payments requested under this Requisition are for TAD Project items (i) which are of a quality and construction acceptable under the TAD Project Plans and the Transaction Documents, and (ii) which have not been previously paid;

(e) there are no liens outstanding against the site of the TAD Project except (i) inchoate liens for property taxes not yet due and payable, (ii) liens being contested in accordance with the terms and conditions set forth in applicable law and (iii) liens consented to by the Redevelopment Agent;

(f) ______________________ is not in default under the Development Agreement or any other Transaction Document to which ________________________ is a party;

(g) no Governmental Body has issued the equivalent of a stop order with respect to any portion of the TAD Project; and The AMOUNT CERTIFIED is payable only to ________________________ upon presentation of this Requisition to the City. Issuance, payment and acceptance of payment are without prejudice to any rights of the City or the Redevelopment Agent under the Development Agreement.

CITY OF KINGSLAND, GEORGIA	APPROVED:
BY: ____________________________	BY: ____________________________
Name: __________________________	Name: __________________________
Title: ___________________________	Title: ___________________________
Today's Date: ____________________	Today's Date: ________________

EXHIBIT E

CONSTRUCTION SCHEDULE

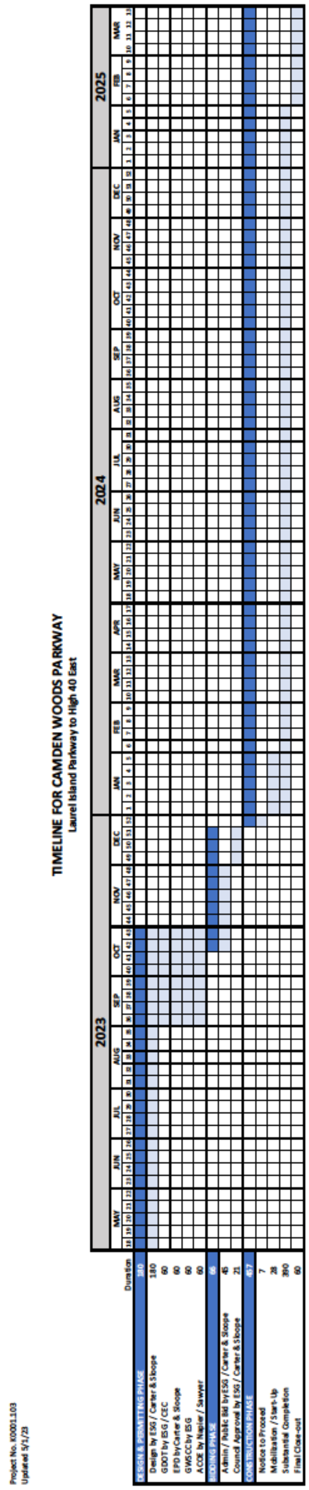


EXHIBIT F

CAMDEN WOODS REDEVELOPMENT PLAN

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4179)

Meeting: 06/12/23 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4179

Approval Of: Plug Power Water/Wastewater Sale Agreement

Approval of an agreement for the sale of water and wastewater services including Bioxide treatment between the City and Peachtree Renewable (Plug Power.)
Staff recommends approval.

<u>AGREEMENT FOR PURCHASE AND SALE OF WATER AND WASTEWATER SERVICE</u>

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER AND WASTEWATER SERVICE (this "Agreement") is entered into as of the _____ day of ______________________, 2023 (the "Effective Date"), between **THE CITY OF KINGSLAND, GEORGIA**, a municipal corporation (the "City"), and **PEACHTREE RENEWABLES, LLC**, a Delaware limited liability company ("Plug"). The City and Plug are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Plug intends to construct a hydrogen production facility in Camden County, Georgia located at 291 Commercial Drive, Woodbine, Camden County, Georgia 31569 (the "Plug Power Kingsland Facility");

WHEREAS, in the production of clean hydrogen solutions for the Plug Power Kingsland Facility mentioned above Plug requires significant amounts of water;

WHEREAS, the City owns and operates a public water supply distribution system with a capacity currently capable of serving Plug's needs as detailed below;

WHEREAS, the City also owns and operates public Wastewater Systems with capacity currently capable of serving Plug's needs as detailed below;

WHEREAS, Plug desires to purchase from the City, and the City desires to sell to Plug, water and wastewater service as required for the Plug Power Kingsland Facility; and

WHEREAS, the Parties hereto deem it desirable to memorialize their agreement regarding current and future water and wastewater service requirements for the Plug Power Kingsland Facility.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants, agreements, representations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **<u>WILL SERVE/QUANTITY.</u>** The City will furnish to Plug at the Plug Power Kingsland Facility, potable water up to a maximum capacity of 587,520 gallons per day. City also agrees to accept treat wastewater in an amount equal to the amount of potable water used each month. Upon execution of this Agreement, the City will provide a "will serve" letter to Plug in a form reasonably acceptable to Plug.

2. **<u>PRICE</u>**. Except as specifically set forth in this Agreement, Plug will be charged water and wastewater service rates and will be provided water and wastewater service consistent with and subject to the same terms, conditions, rights, and obligations of other City customers within the same or similar customer classification as Plug. Except as specifically set forth herein, nothing in this Agreement is intended to create additional or different rights or obligations of Plug than those of other customers in the same classification. Further, and not withstanding anything

to the contrary herein, Plug acknowledges and agrees that the rates, fees, and other charges imposed by the City for utility services, including those services subject to the Agreement, may, for all customers of the City, be adjusted by the City based on inflationary or deflationary factors. In addition to paying the City's standard water and wastewater service rates, Plug will pay an annual fee to the City to cover the City's cost for the Evoqua Water Technologies LLC's Odor And Corrosion Control Bioxide® Chemical Feed and Storage System ("Bioxide System"). (the "Bioxide Treatment Fee"). The first annual installment of the Bioxide Treatment Fee will be due and payable on ______________________, 2023 in the amount of One Hundred Twenty Thousand and 00/100 Dollars ($120,000.00). Within thirty (30) days of each anniversary of the Effective Date, the City will provide to Plug in writing a reconciliation of all costs expended by the City in treating the wastewater discharged from the Plug Power Kingsland Facility with the Bioxide System for the prior twelve (12) months, which will include invoices and other backup documentation evidencing costs incurred by the City. In the event such costs are less than the BioxideTreatment Fee paid for the prior year, then (i) Plug will receive a credit towards the next year's Bioxide Treatment Fee in the amount of any overpayment, and (ii) the estimated Bioxide Treatment Fee owed by Plug for the subsequent year of the term of this Agreement shall equal the actual cost incurred by the City to treat wastewater discharged from the Plug Power Kingsland Facility with the Bioxide System during the prior twelve (12) month period. In no event will the Bioxide Treatment Fee exceed One Hundred Twenty Thousand and 00/100 Dollars ($120,000.00) per year, except that the Bioxide Treatment Fee may be adjusted from time to time based on actual costs for operating the Bioxide System. The Bioxide Treatment Fee, as adjusted as set forth above, for each subsequent year of the term of this Agreement will be paid by Plug within thirty (30) days of receiving the reconciliation from the City for the prior twelve (12) month period.

3. **TERM OF THE AGREEMENT**. This Agreement shall be for a term of ______________________ (_____) years from the Effective Date and thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the City and Plug.

4. **FAILURE TO DELIVER**. The City shall at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary, including upgrading the City's facilities or constructing new facilities, to furnish Plug with quantities of water required by Plug as specified in Section 1 of this Agreement. If there is a failure to the system, the City shall use its best efforts to repair such failure in a reasonable timeframe in accordance with standard industry practices. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to Plug shall be reduced or diminished in the same ratio or proportion as the supply to the City's other consumers is reduced.

5. **MODIFICATION OF THE AGREEMENT**. The Parties recognize that federal or state law or regulations relating to the operation of water systems may require modification from time-to-time of some of the provisions of his Agreement, and the Parties therefore agree to negotiate in good faith to achieve such modifications of this Agreement as are required to comply with any such changes in the law.

6. **REGULATORY AGENCIES**. This Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in the state of Georgia, and the

City and Plug will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

7. **ASSIGNMENT OF THE AGREEMENT**. This Agreement may be assigned by Plug at any time upon written notification of the City

8. **SEVERABILITY**. The invalidity of one or more phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

9. **JOINT EFFORT**. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other. Any rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

10. **GOVERNING LAW AND CONSENT TO JURISDICTION**. This Agreement and all matters arising hereunder or in connection herewith shall be governed by, interpreted under, construed, and enforced solely in accordance with the laws of the state of Georgia, without regard to conflicts of law principles. Each of the City and Plug hereby (a) consents and agrees that any legal action or proceedings in connection with, arising from or related to this Agreement shall be brought in the Georgia state courts located in Camden County, Georgia and (b) waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceedings with respect hereto brought in any such court, and further waives to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum.

11. **SUCCESSORS IN INTEREST**. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors, and assigns. Except as expressly provided in this Agreement, nothing herein is intended to imply nor shall confer on any person other than the Parties hereto and their respective heirs, legal representatives, successors, or assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement, or constitute the Parties hereto, partners or participants in a joint venture.

12. **FORCE MAJEURE**. Notwithstanding anything to the contrary herein, City shall be relieved of its obligations hereunder in the event that the City's ability to comply with this Agreement is impaired by war, natural disaster, catastrophe, or any other emergency creating conditions under which the City's compliance with this Agreement would become impossible or create a substantial financial burden upon the City or its taxpayers. Further, in the event that, due to reasons beyond the City's control, including but not limited to the cancellation or termination of the contract between the City and Evoqua Water Technologies, LLC or the City's inability, despite reasonable efforts, to obtain the Bioxide Treatment process, the City is unable to fulfill its obligations under this contract, the City's obligations pertaining to the use of the Bioxide Treatment process and Plug's obligation to reimburse the City for the cost of such treatment shall be nullified. The parties shall promptly engage in good faith discussions to determine suitable alternatives, including Plug undertaking the Bioxide Treatment process, if feasible, to ensure continued water services to Plug.

13. **NOTICES**. All notices required or permitted by this Agreement or applicable law shall be in writing and shall be sent both (a) by e-mail and (b) either delivered either (i) personally to the party or to an executive officer of the party to whom the same is directed or (ii) by a nationally recognized overnight delivery service, in either (i) or (ii) above, effective on the date of delivery, and in all foregoing instances to the following addresses:

If to the City:	The City of Kingsland, Georgia Attn: City Manager City of Kingsland, Georgia P.O. Box 250 Kingsland, GA 31548 Email: lspell@kingslandgeorgia.com
With a copy to:	Brown, Readdick, Bumgartner, Carter, Strickland & Watkins LLP Attn: Steven G. Blackerby 5 Glynn Avenue Brunswick, GA 31520 Email: SBlackerby@brbcsw.com
If to Plug:	Peachtree Renewables, LLC Attn: ______________________ ______________________ ______________________ Email: ______________________

With a copy to: Miller & Martin PLLC
Attn: Bruce C. McCall
Regions Plaza Suite 2100
1180 West Peachtree Street, N.W.
Atlanta, GA 30309-3407
Email: bruce.mccall@millermartin.com

14. **COUNTERPARTS**. This Agreement may be executed by the Parties in one or more counterparts, all of which taken together shall constitute one and the same instrument. The.pdf signatures of the Parties shall be deemed to constitute original signatures, .pdf copies hereof shall be deemed to constitute duplicate originals.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed as of the Effective Date.

THE CITY OF KINGSLAND, GEORGIA, a municipal corporation

By:_______________________________________
Print Name:________________________________
Title:______________________________________

PEACHTREE RENEWABLES, LLC, a Delaware limited liability company

By:_______________________________________
Print Name:________________________________
Title:______________________________________

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4183)

Meeting: 06/12/23 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4183

Approval Of: Evoqua Oder and Corrosin Control Bioxide Feed System

A agreement between the City and Evoqua Water Technologies to provide a Bioxide® Chemical Feed and Storage System for pump stations 15 and 18. Evoqua will service and maintain the odor and corrosion control system for an annual not-to-exceed amount of $120,000, funded by a Purchase and Sale Agreement with Plug Power.
Staff recommends approval.

May 23, 2023

Lee H. Spell
City Manager
City of Kingsland, Georgia
P.O. Box 250
Kingsland, GA 31548
Phone: 912-729-5613
Email: lspell@kingslandgeorgia.com

RE: ODOR AND CORROSION CONTROL BIOXIDE® FEED SYSTEMS
KINGSLAND, GA – PUMP STATIONS 15 AND 18
Evoqua Quote No. 2023-594308R2

Dear Mr. Spell,

Thank you for your interest in Evoqua Water Technologies LLC. Evoqua would like to submit the following proposal for our Bioxide® Chemical Feed and Storage System for PS 15 and PS 18. This proposed feed system will control odors in the downstream air release valves.

By providing a full service, build own operate odor control program, Evoqua will be able to service and maintain the odor control program and make necessary adjustments. These adjustments will ensure financial and technical optimization of the program. In future phases, this program can adjust to any changes in wastewater flow or operation. This proposal is based on provided flow data and subsequent modeling to estimated dose rate of Bioxide. Using these estimated doses, the initial phase of the program is estimated to cost around $120,000/year.

Evoqua Water Technologies LLC is established as an industry leader for the supply of odor and corrosion control products and services. The Evoqua Municipal Services Division employs over 175 engineers, chemists, technicians, transportation personnel and managerial/support staff to meet the odor and corrosion control needs of our customers nationwide

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If the above proposal does not meet your application requirements, I would appreciate the opportunity to discuss alternatives with you.

If you have any questions, please do not hesitate to contact me at (803) 466-8628.

Sincerely,

Evoqua Water Technologies LLC

Benjamin Wallis

Benjamin Wallis
Technical Sales Representative

2650 Tallevast Road, Sarasota, FL 34243 USA
Tel: +1 (800) 345-3982
Fax: +1 (941) 359-7985 www.evoqua.com

EVOQUA
WATER TECHNOLOGIES

BIOXIDE® ODOR CONTROL SYSTEM

PUMP STATIONS 15 AND 18
KINGSLAND, GA

Quotation # 2023-594308R2
March 30, 2023

Benjamin Wallis

Technical Sales Representative
Evoqua Water Technologies LLC
Mobile: (803) 466-8628
Email: benjamin.wallis@evoqua.com

2650 Tallevast Road, Sarasota, FL 34243 USA

Tel: +1 (800) 345-3982
Fax: +1 (941) 359-7985 www.evoqua.com

EVOQUA WATER TECHNOLOGIES

BACKGROUND

The proposed Bioxide® odor control system makes use of wet-well feed sites located at PS 15 (Industrial Park PS) and PS 18 (Kingsland North PS) to control odors at the downstream WWTP. This project is split into two main phases, with a soft startup to preface Phase 1. See the table below for phases and predicted feed estimates.

Phase	Domestic/Industrial Flowrate (GPD)	Total Flowrate (GPD)	RT (hours)	Predicted Bioxide Dose (GPD)
Soft-Startup	36,000 / 17,456	53,456	77	40 - 50
Phase 1	36,000 / 82,556	118,556	34.5	70 - 80
Phase 2	36,000 / 201,132	201,132	20.4	65 - 75

Table 1: Project Phases and Predicted Feed Rates

Due to the low flow during soft startup and phase 1, the retention time lengths exceed those optimal for Bioxide to treat the full line. Due to this, the feed at PS 18 is necessary to prevent sulfides near the WWTP control point. During phase 2 and into the future, the increased industrial flowrate greatly decreases the retention time. Because of this lower retention time, it is predicted that Bioxide can be fed solely at PS 15 to successfully control odors at PS 18 and the downstream forcemain to the WWTP.

To fully control odors throughout all phases of this project, it is recommended to install a feed system at PS 18 during the phases of low flow. In phase 2 of the project, it is estimated that the feed system at PS 15 will be capable of controlling odors across the entirety of the treatment line through PS 18 and onto the WWTP. This will also come with a reduced dose of Bioxide, as it is not necessary for a downstream feed to cover the long retention time.

TREATMENT OBJECTIVE

Evoqua Water Technologies shall control H_2S at PS 18, the WWTP and ARVs by feeding Bioxide into the PS15 and PS18 wetwells. Liquid phase hydrogen sulfide will be reduced to a level < 1 mg/L, with an average atmospheric sulfide level < 10 ppmv at the downstream WWTP, all while maintaining a nitrate residual under 5 mg/L at the control point.

SCOPE OF SERVICES

1.1 EQUIPMENT AT PS 15 (Industrial Park PS)

Evoqua Water Technologies shall provide the following equipment:

1- 5,250 Nominal Gallon, Double Wall, High Density Cross Linked Polyethylene Chemical Storage Tank, Black in color. (10'0" Diameter, 12'10" Tall, Specific Gravity 1.90)

1- Single Wall Piping Kit shall consist of:

- 40 ft 1/2" schedule 80 PVC Pipe
- 1- 2" Stainless Steel Male Camlock
- 1- 2" Plastic Female Camlock Cap
- 1- 2" Schedule 80 PVC Tank Fill Piping

1- Each 316 SS Control Enclosures contains following:

- 1- Operator Interface with tank level readout
- 2- Off/Auto Soft Switches for pump control

2-	On/Off Soft Switches for auxiliary equipment
2-	Dry contacts to receive digital inputs
1-	Disconnect Switch
2-	Integrated Chemical Feed Pumps (see specifications below)
1-	Ground fault receptacle
1-	Disconnect Switch
1-	1,000 mL Calibration Cylinder with Flow Control Valves
1-	Cellular Modem

1- VersaDose® LT Advanced Dosing Packages – The automation package will be programmed at the factory and can be optimized in the field to functionally control the dose rate using 24 hour / day per week dose curves or from station flow signals.

2- M-15908-001 Evoqua Water Technologies Bellows Pumps with an adjustable feed rate from 24 to 240 mL/min and a maximum discharge pressure of 20 psi.

1- Pressure Transducing Sensor for remote tank level monitoring

1- Reverse Float Mechanical Level Indicator

1- All necessary piping and fittings for the installation

1.2 EQUIPMENT AT PS 18 (Kingsland North PS)

Evoqua Water Technologies shall provide the following equipment:

1- 1,550 Nominal Gallon, Double Wall, High Density Cross Linked Polyethylene Chemical Storage Tank, Black in color. (6'0" Diameter, 12'3" Tall, Specific Gravity 1.90)

1- Single Wall Piping Kit shall consist of:

40 ft	1/2" schedule 80 PVC Pipe
1-	2" Stainless Steel Male Camlock
1-	2" Plastic Female Camlock Cap
1-	2" Schedule 80 PVC Tank Fill Piping

1- Each 316 SS Control Enclosures contains following:

1-	Operator Interface with tank level readout
2-	Off/Auto Soft Switches for pump control
2-	On/Off Soft Switches for auxiliary equipment
2-	Dry contacts to receive digital inputs
1-	Disconnect Switch
2-	Integrated Chemical Feed Pumps (see specifications below)
1-	Ground fault receptacle
1-	Disconnect Switch
1-	1,000 mL Calibration Cylinder with Flow Control Valves
1- Cellular Modem	

1- VersaDose® LT Advanced Dosing Packages – The automation package will be programmed at the factory and can be optimized in the field to functionally control the dose rate using 24 hour / day per week dose curves or from station flow signals.

2- M-15907-002 Evoqua Water Technologies Bellows Pumps with an adjustable feed rate from 12 to 120 mL/min and a maximum discharge pressure of 40 psi.

EVOQUA WATER TECHNOLOGIES

1- Pressure Transducing Sensor for remote tank level monitoring

1- Reverse Float Mechanical Level Indicator

1- VaporLink® Remote H_2S Monitoring devices for rotational deployment at the control point every 90 days - Evoqua shall be responsible for the calibration and deployment of the VaporLink® units.

1- VaporLink® Antenna Kit which shall consist of:

(1) VaporLink® Signal Booster
(1) VaporLink® Antenna

1- SIM Card

1- All necessary piping and fittings for the installation

Evoqua Water Technologies retains ownership of all provided equipment. Evoqua will maintain spare parts for the equipment for emergency replacement.

2. SITE AND UTILITIES

Kingsland shall be responsible for having certain facets of site preparation completed prior to Evoqua's Mechanical Installation of the Chemical Feed System. This includes, but is not limited to dewatering, concrete work, trenching, containment piping, excavation, backfill, piping and electrical. Additionally, the customer shall be required to supply the following for the Chemical Feed System:

- Power – 15A / 120VAC / 1PH (provided within 10' of equipment)
- Floor Space – 14' 0" x 14' 0" concrete pad preferred at PS 15
  – 8' 0" x 8' 0" concrete pad preferred at PS 18
- Tanker Access for chemical delivery
- Customer supplied dry contacts or 4-20 mA flow signal (if applicable)
- Potable Rinse Water

Mechanical Installation Services include:

- Tank penetrations
- Installation of fill piping on tank
- Installation of U-vent
- Installation of suction piping from tank to pumps
- Installation overfill site gauge
- Installation of calibration relief/overfill line
- Installation of pressure transducing sensor
- Mounting and placement of feed system

Mechanical Installation Services exclude:

- Setting of the tank or provision of crane (if needed)
- Electrical supply or connections
- Any concrete work, trenching, excavation, and backfill
- Any Below grade piping

EVOQUA WATER TECHNOLOGIES

3. SCHEDULE

Evoqua can begin the program within 22 – 26 weeks of authorization to proceed after Evoqua contract approval and depending on scheduling.

4. PREVENTATIVE MAINTENANCE AND MONITORING SERVICES

An Evoqua service technician will perform routine maintenance and sampling for the chemical feed site at a *minimum of four (4) times per year*. These visits will be conducted at a frequency *not more than three (3) months apart* and shall consist of odor control point liquid phase sampling. A written report will be provided within a week of site visit. Sampling and routine maintenance services will be scheduled in advance and include, but not be limited to the following:

- Liquid phase testing for performance evaluation and feed rate adjustments. The parameters measured shall be:

Parameter Monitored	Method
Dissolved Sulfide	Methylene Blue, pre-flocced to remove insoluble sulfides
Ph	Combination Glass Electrode
Temperature	NIST calibrated Thermometer
Residual Nitrate	HACH Nitrate Strips

Table 1 – Performance Sampling Methods.

- Continuous Vapor Phase monitoring for performance evaluation and feed adjustments

  1. A VaporLink® monitor shall be deployed for continuous remote monitoring of atmospheric H_2S concentrations at the control point. Continuous atmospheric H_2S data will be made accessible through Evoqua's Link2Site® website, which can be viewed through any device with an internet connection. The VaporLink® will also provide instantaneous alarms should the H_2S concentration exceed a high level or average alarm set point.

  2. Evoqua Water Technologies shall respond to all alarms and make any necessary process adjustments to ensure the treatment objective is being met.

- Optimization of chemical feed rates based on performance evaluations.

- A report will be issued to Kingsland after each visit noting the following:

  1. Beginning feed rate in ml/min, gal/day
  2. Liquid phase data collected
  3. Adjusted feed rate in mL/min, gal/day
  4. Tank Levels
  5. General Condition of the feed and storage equipment

Sampling and optimization visits are crucial so that seasonal temperature changes and chemical demand changes in the wastewater may be accounted for. System optimization minimizes long periods of time where chemical overfeeding or underfeeding might occur and will lead to overall cost savings and increased system performance.

5. PRICING

Evoqua can provide the Bioxide® Odor Control Systems, Chemical and Services for PS 15 and PS 18 for a two (2) year period from date of contract acceptance with an automatic annual renewal thereafter. Initial pricing is valid for one year from date of contract acceptance and shall be reviewed annually thereafter.

Bioxide® and Quarterly Service:	**$3.39 / gallon.** Price includes delivery, Prepaid (PPD)
Equipment Rental Fee:	**$1,593 / mo. (includes PS 15 and PS 18)**

Terms of payment are NET 30 days from date of invoice. These prices do not include any applicable taxes.

The attached Terms and Conditions are considered part of this proposal and shall prevail.

Due to current volatility in the market, pricing associated with this quote will remain in firm for a period of thirty (30) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If the above proposal does not meet your application requirements, we would appreciate the opportunity to discuss alternatives with you.

If you have any questions regarding this proposal, please do not hesitate to contact me at (803) 466-8628.

Sincerely,

Benjamin Wallis

Benjamin Wallis
Technical Sales Representative

Evoqua Water Technologies LLC

RE: **ODOR AND CORROSION CONTROL BIOXIDE FEED SYSTEMS**
KINGSLAND, GA – PUMP STATIONS 15 AND 18
Evoqua Quote No. 2023-594308R2

Evoqua will process your order when we receive acceptance of this proposal by signing below and returning to municipalservices@evoqua.com or via fax to: (941) 359-7985.

Company Name: ____

This ____ day of ______________________________Month _________Year

By: ____

Title: ____

P.O.Number____

NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs . Ask us how to avoid paying fees by migrating to ACH CTX payment type

EVOQUA WATER TECHNOLOGIES LLC

Agreed on Terms of Sale with City of Kingsland, GA 5/23/2023

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.

3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.

4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.

5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.

6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.

7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** The Seller agrees to indemnify, hold harmless, and defend the City, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Seller will survive the expiration or termination of this Agreement."

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, by either part for any reason with ninety (90) day notice, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination. Either party may terminate this agreement without cause by providing 90 days prior written notice to the other party.

11. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

12. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

13. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

14. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Georgia without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4174)

Meeting: 06/12/23 06:00 PM
Department: City Clerk
Category: Miscellaneous
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4174

Approval of: Cancellation of the June 26, 2023 City Council Meeting

Several members of council will be out of town attending the Georgia Municipal Association conference in Savannah. This will result in not having a quorum present for the June 26, 2023 meeting.

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 06/12/23 06:00 PM
Department: City Clerk
Category: Miscellaneous
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 4201)

DOC ID: 4201

Announcement of: Special Called Meeting on Wednesday, June 21, 2023 at 6:00 PM

Special called meeting to adopt the supplemental Bond Resolution with final bond terms for the Water and Sewerage Revenue Bonds, Series 2023