



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • SEPTEMBER 25, 2023

Regular Meeting

City Council Chamber

6:00 PM

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

I. PUBLIC HEARING - STARTS AT 6:00PM

1. Public Hearing for the Purpose of Considering a Temporary Alcohol License for Outerbanks Seafood and Steaks -

Alex Wong, acting agent for Outerbanks Seafood and Steaks, has submitted an application for a temporary alcohol license for the sale of beer/wine/spirits by the drink at the 2023 Kingsland Catfish Festival to be held on November 17-18, 2023 in downtown Kingsland.

II. CALL TO ORDER AND WELCOME GUESTS

III. ROLL CALL

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

Mayor
Councilman
Councilman
Councilwoman
Mayor Pro Tem

IV. INVOCATION AND PLEDGE TO THE FLAG

V. CONSENT DOCKET

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

VI. RECOGNITION

VII. PRESENTATION

1. Presentation: Community Rating System Enhancing Floodplain Management -
Presentation of year one activities of the Coastal Incentive Grant to participate in the Community Rating System to Enhance Floodplain Management.

VIII. GRANTING AUDIENCE TO THE PUBLIC

IX. OLD BUSINESS

X. PLANNING AND ZONING

1. Approval of Home Occupation - 201 Winding Road, Apartment # 8108 - Map & Parcel 120 015 -

Ethan Moon has applied for a Home Occupation Permit for a mobile detailing business known as "Waxing Moon Detailing". The applicant has been notified and agrees to the requirements of a Home Occupation Permit as noted in KLADO. The property manager at Pointe Grand Apartments has given permission for a home occupation to be at this residence. Zoning is R-3.

Planning Commission recommends approval.

2. Approval of Home Occupation - 214 Lonesome Pine Court - Map & Parcel 082L 033 -

Robert Rushing has applied for a Home Occupation Permit for a pressure washing business known as "Rushing Co., LLC". The applicant has been notified and agrees to the requirements of a Home Occupation Permit as noted in KLADO. Zoning is R-1.

Planning Commission recommends approval.

3. Approval of Ordinance 2023-08 - Annexation Request & Zoning Designation for Parcels 108 028B, 108 029 and 108 029A -

Barron Roddey with Kingsland Bay RV Resort, LLC has applied for the Annexation of parcels 108 028B, 108 029, and 108 029A containing approximately 22.19 acres located at 2970 Scrubby Bluff Road in the unincorporated area of Camden County. The purpose of the Annexation is to have water and sewer access to the parcels for the existing KOA RV Park. The applicant is also requesting a zoning designation of C-4 (Interchange Commercial) for the parcels.

Planning Commission recommends approval.

4. Approval of Re-Zoning-Parcels 107 042 and 107 043 -

Ronald Sawyer with White Sands Land Company, LLC has applied for a re-zoning of two parcels containing approximately 76 acres located on the east side of Gross Road. The applicant is requesting that 70 acres of parcels to be re-zoned to PD/R-2 (Planned Development/Low Density Residential) and the remaining (6) acres to be re-zoned PD/C-2 (Planned Development/General Commercial). The purpose of the re-zone request is for a residential/commercial development containing 185 single family residential lots along with (2) commercial tracts that will front Gross Road.

Planning Commission recommends approval.

5. Approval of Variance - Parcel K13 01 015 (237 Hide Away Lakes Drive) -

Jimmie Rollins is requesting a Variance to Article XI, Section 110.16 - Uses not allowed in any Home Occupation Classification. Applicant is requesting to allow a Barber Shop to be an allowed use for his residential business.

Planning Commission recommends approval.

6. Approval of Residential Business - 237 Hide Away Lakes Drive - Map & Parcel K13 01 015 -

Jimmie Rollins has applied for a Residential Business permit for a Barber Shop business know as "JR'S Barber Shop". The applicant has been notified and agrees to the requirements of a Residential Business as noted in KLADO. Zoning is PD/R-1.

Planning Commission recommends approval.

7. Approval Of: Wireless Facilities and Antennas Ordinance -

An ordinance to establish requirements, specifications, and reasonable conditions regarding placement of small wireless facilities and poles in the public rights of way. The objective of this Ordinance is to (i)implement O.C.G.A. Title 36, Chapter. 66C and, (ii) ensure use of the public rights of way is consistent with the design, appearance and other features of nearby land uses, to protect the integrity of historic, cultural and scenic resources and, does not harm residents' quality of life.

Staff recommends approval.

XI. NEW BUSINESS

1. Approval Of: Resolution #2023-06 Adoption of FY 2023-24 Operating & Capital Budget -
2. Approval Of: 2023 Tax Millage Rate at 6.100 Mills -

In accordance with O.C.G.A. Section 48-5-32.1 final millage rate is set by the authority of this taxing jurisdiction for tax year 2023. Required five year history and current digest have been published in accordance with O.C.G.A. Section 48-5-32. Proposed FY 2023-24 Budget is based on 6.100 mills which is below the roll back rate of 6.127 mills.

3. Approval Of: Georgia Gateway CID Millage Rate -

Georgia Gateway CID Board met on Thursday, September 21, 2023. At the scheduled meeting the Board approved the CID millage to be set at 1 mill. This will generate \$1,153 for the CID Fund.

Staff recommends approval.

4. Approval Of: Tax Specialist of Georgia-Southeast, LLC Agreement -

To authorize and engage TSG to conduct a review of the City's records pertaining to any and all Wastewater and Drinking Water Treatment projects for the purpose of determining if any Georgia Sales Tax was paid by any and all general contractors or their sub-contractors on purchases which qualify for Sales Tax exemption. Upon findings, TSG will file all necessary documentation required, contact, and/or meet with representatives of Georgia Department of Revenue for the sales tax refund claim. TSG will bear all costs incurred in the process in exchange for 25% of the total proceeds recovered from all findings. City is under no financial obligation to pay any sum to TSG if the City does not collect any proceeds.

Staff recommends approval.

5. Approval Of: Amendment #1 Then Nature Conservancy Agreement -

Extension of the agreement with The Nature Conservancy for the "Enhancing Floodplain Management in the City of Kingsland through Entry into the CRS Program." The current agreement ends September 30, 2023, requesting a no-cost extension to March 31, 2024.

Staff recommends approval.

6. Bid Award: Online Solution for Interactive Planning, Zoning, & Business Licenses Software Solution -

Staff participated in three demos with software companies providing an online solution for planning/zoning, including building permits and business licenses (new and renewals). The online capabilities allow for the contractor (building permits) and business owner (business license) to apply online, track the progress, submit requested information, and obtain their permits/licenses electronically.

Staff recommends low bid, GovWell, for an annual cost of \$20,000 (year 1) and option to renew not to exceed 3% annual increase. Implementation, training, and historical data transfer are included.

7. Ratification of Bid Award: Purchase of One 4" Double Diaphragm Pump -

This item is included in the Waste Water Treatment Plant operations budget and was approved as an emergency purchase on September 11, 2023.

Low bidder, Holland Pump Company, for a total of \$19,445. Includes delivery.

8. Bid Award: Purchase of Multi-Purpose Response Vehicle/Commercial Cab Pumper -

This is a capital outlay purchase for the fire department in FY25/26 budget.

Staff recommends low bid, Fireline, Inc., for \$924,893.

9. Bid Award: Purchase of Tripe Combination Pumper -

This is a capital outlay purchase for the fire department in FY23/24 budget.

Staff recommends low bid, Fireline, Inc., for \$559,899.

10. Bid Award: Street Sign Replacements -

Staff recommends low bid, Custom Products Corporation, \$9,685,76. Includes delivery.

11. Bid Award: Purchase of Tanker -

This item is budgeted for FY 2023-24 in the Fire department.

Staff recommends low bid, Fouts Bros., Inc, at a total cost of \$347,690.

12. Approval of: Temporary Alcohol License for Outerbanks Seafood and Steaks -

Alex Wong, acting agent for Outerbanks Seafood and Steaks, has submitted an application for a temporary alcohol license for the sale of beer/wine/spirits by the drink at the 2023 Kingsland Catfish Festival to be held on November 17-18, 2023 in downtown Kingsland.

13. Approval Of: Change Order #2 Kingsland Fire Station #4 Addition and Alteration -

Fire Station #4 - Change Order #2; to include previously unscheduled work on the training room and restroom facilities located on the South end of the building. This change order will not increase the awarded contract price.

14. Approval Of: Emergency Debris Monitoring Service Agreement - DebrisTech, LLC -

An agreement between the City of Kingsland, Georgia and DebrisTech, LLC for FEMA Qualified Emergency Debris Monitoring Services. DebrisTech, LLC is under an agreement with Camden and St. Marys through a competitive bidding process.

Staff recommends approval.

15. Approval Of: IGA for Emergency Debris Removal Services - DRC Emergency Services, LLC -

An Interlocal Agreement between the City of St. Marys, Georgia and the City of Kingsland, Georgia to provide Kingsland with emergency debris removal services through a competitively bid contract with DRC Emergency Services, LLC.

Staff recommends approval.

16. Approval Of: Contract for Services Between City of Kingsland and Camden Community Crisis Center, Inc -

The City is in need of a safe shelter to provide food, lodging, clothing and other valuable services for victims and potential victims of family violence when the Police Department finds it necessary to remove these persons from an unsafe environment for their safety. This service contract shall be for an initial period of one (1) year commencing on January 1, 2023 and terminating on December 31, 2023. The City shall pay to the Center for its services to victims of family violence the sum of \$7,500.

XII. MAYOR AND COUNCIL ANNOUNCEMENT

XIII. ADJOURNED



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

Planning and Community Development Staff Report

Planning Commission Meeting Date: September 5, 2023

City Council Meeting Date: September 11, 2023

Agenda Item: Home Occupation for 201 Winding Road, Apartment 8108., Map & Parcel 120 015

Summary:

Ethan Moon has applied for a home occupation permit for a mobile detailing business known as “Waxing Moon Detailing”. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. The property manager at Point Grande Apartments has given permission for a home occupation to be at this residence.

Zoning: R-3

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval

Scott L. Kimball
Planning & Zoning Director

Kingsland Zoning Map

King_Add_4112018

Category

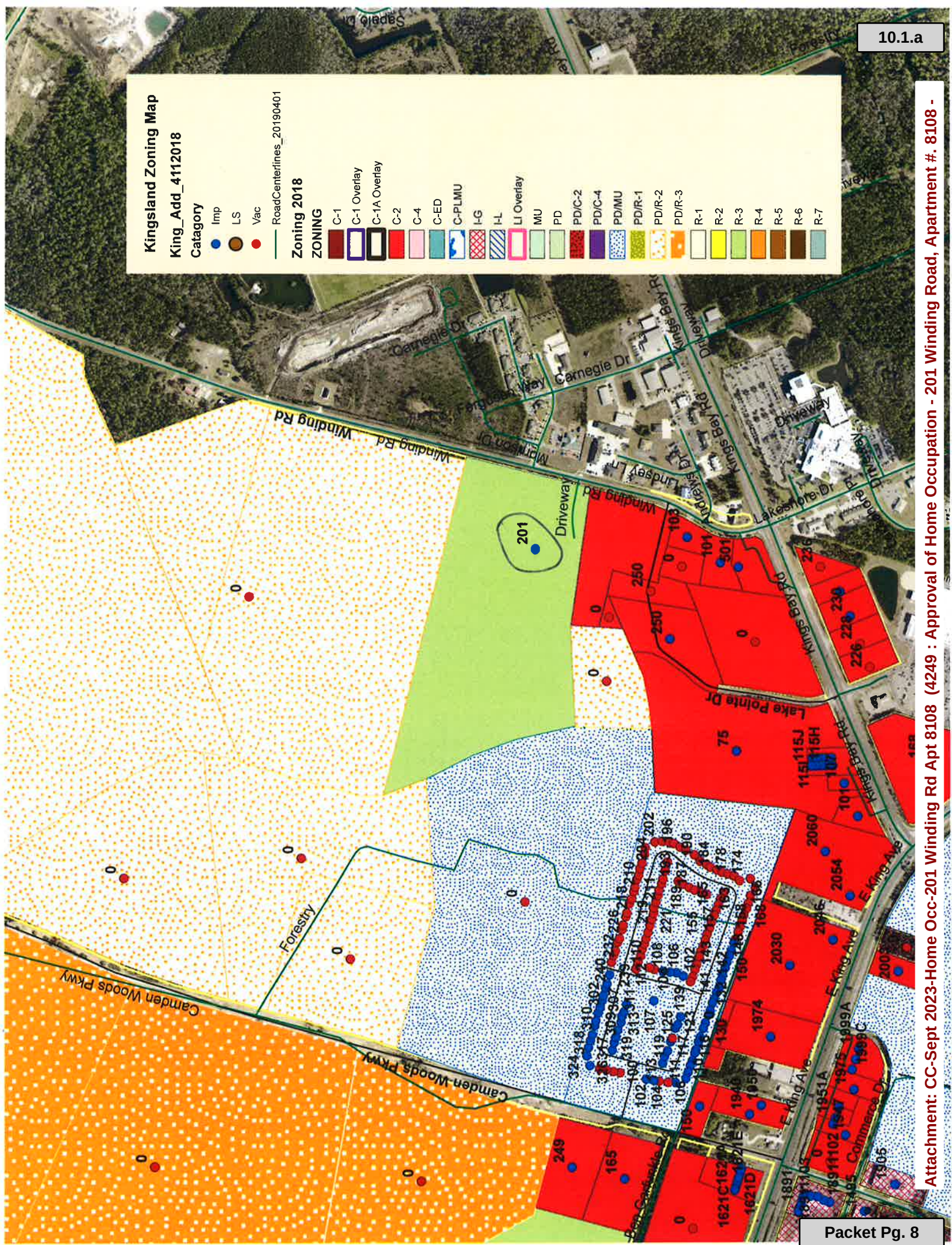
- Imp
- LS
- Vac

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
- R-6
- R-7





Camden County, GA



Overview



Legend

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

Parcel ID	120015	Owner	POINTE GRAND KINGSLAND EAST LLC	Last 2 Sales			
Class Code	Commercial		1031 WEST MORSE BOULEVARD	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		SUITE 240	5/19/2021	0	QC	U
	KINGSLAND		WINTER PARK, FL 32789	5/19/2021	\$173000	LM	Q
Acres	57.57	Physical Address	201 WINDING RD				
		Assessed Value	Value \$6861176				

(Note: Not to be used on legal documents)

Date created: 8/9/2023

Last Data Uploaded: 8/8/2023 10:25:05 PM

Developed by Schneider GEOSPATIAL

Attachment: CC-Sept 2023-Home Occ-201 Winding Rd Apt 8108 (4249 : Approval of Home Occupation - 201 Winding Road, Apartment #. 8108 -



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: September 5, 2023

City Council Meeting Date: September 11, 2023

Agenda Item: Home Occupation for 214 Lonesome Pine Court., Map & Parcel 082L 033

Summary:

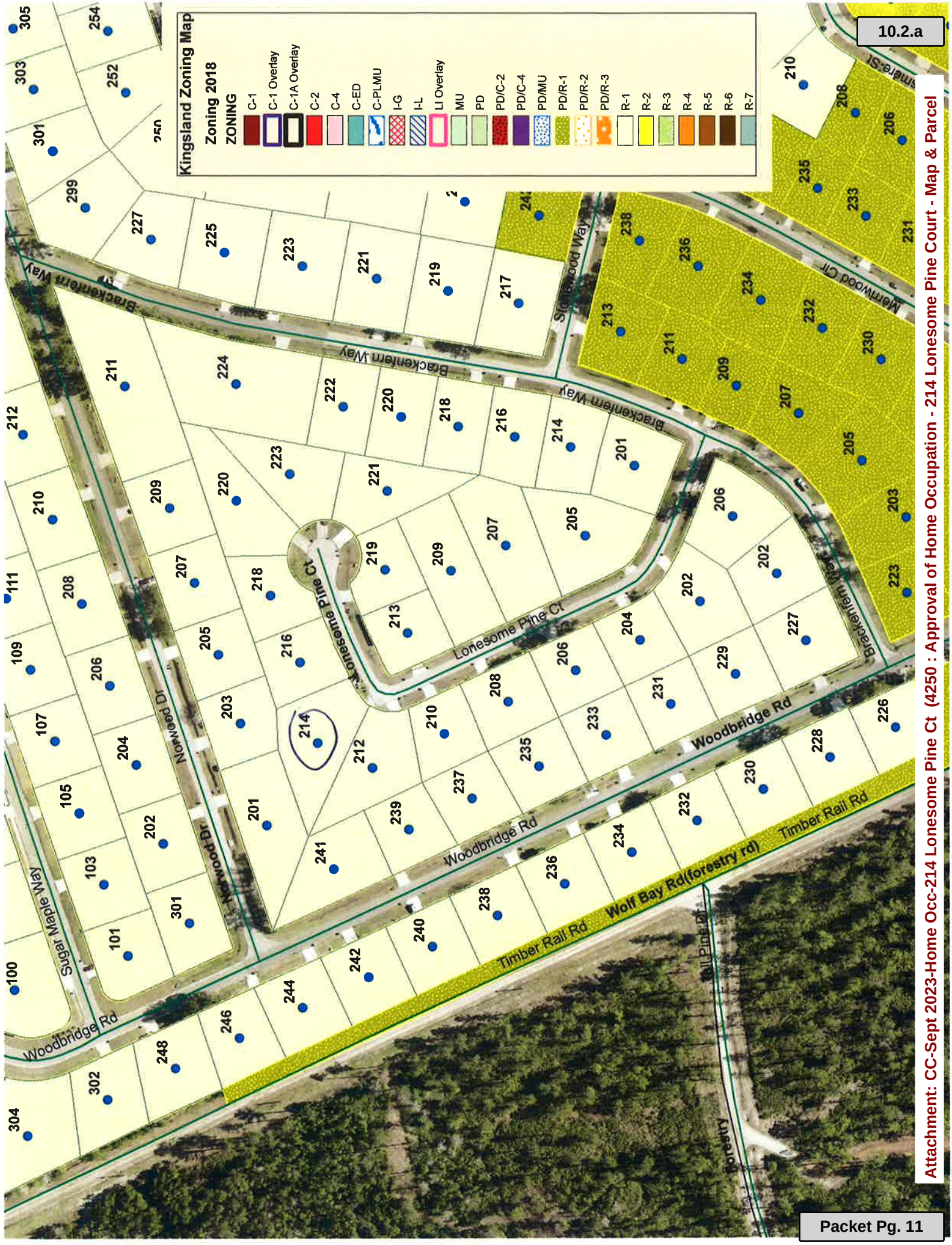
Robert Rushing has applied for a home occupation permit for a pressure washing business known as "Rushing Co, LLC". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO.

Zoning: R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval

Scott L. Kimball
Planning & Zoning Director



Kingsland Zoning Map

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	PDMU	PDR-1	PDR-2	PDR-3	R-1	R-2	R-3	R-4	R-5	R-6	R-7
-----	-------------	--------------	-----	-----	------	--------	-----	-----	------------	----	----	--------	--------	------	-------	-------	-------	-----	-----	-----	-----	-----	-----	-----



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	082L 033	Owner	RUSHING ROBERT & AUTUMN	Last 2 Sales			
Class Code	Residential		214 LONESOME PINE COURT	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	6/6/2023	0	QC	U
	KINGSLAND	Physical Address	214 LONESOME PINE CT	11/21/2017	0	NM	U
Acres	n/a	Assessed Value	Value \$219325				

(Note: Not to be used on legal documents)

Date created: 8/15/2023

Last Data Uploaded: 8/14/2023 11:06:50 PM

Developed by Schneider
GEOSPATIAL



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

Planning and Community Development

Staff Report

Planning Commission Meeting Date: September 5, 2022

City Council Meeting Date: September 11, 2022

Agenda Item: Annexation Request and Zoning Designation

Summary:

Barron Roddey with Kingsland Bay RV Resort, LLC has applied for the Annexation of parcels 108 028B, 108 029, and 108 029A containing approx. 22.19 acres located at 2970 Scrubby Bluff Rd. in the unincorporated area of Camden County. The purpose of the Annexation is to have water and sewer access to the parcels for the existing KOA RV Park. There is a mixture of residential and commercial city and county parcels in the area and there are city parcels adjacent to the parcels along Scrubby Bluff Rd. There is existing water and sewer access in the area and the applicant will absorb the cost of running a water line down Scrubby Bluff Rd. and also to run a sewer line to the adjacent subdivision property. The applicant is also requesting a zoning designation of C-4 (Interchange Commercial) for the parcels if the annexation is approved, which is consistent for RV Parks and the surrounding city and county parcels.

Current Zoning: C-1 Commercial Interchange (County) All three parcels

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends approval

Scott L. Kimball
Planning Director

SEEKING LAND TITLE SERVICE

KAMPGROUNDS OF AMERICA, INC.
A MONTANA CORPORATION.
FIDELITY NATIONAL TITLE
INSURANCE COMPANY

7001 PARKWAY EAST, SUITE 100, BOZEMAN, MONTANA 59717
505/526-7575
505/526-7575
505/526-7575

FAA PARTS 805-02AA IS CURRENTLY OWNED BY
BONATAL SHAMUS AND BONATAL A KEMET
BY:
HAPPY KAMPMING LLC
FAA PARTS 805-02AA IS CURRENTLY OWNED BY

ISSUING OFFICE FILE NUMBER
0001779-020-170-258

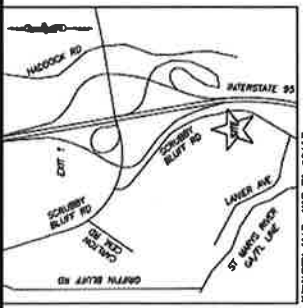
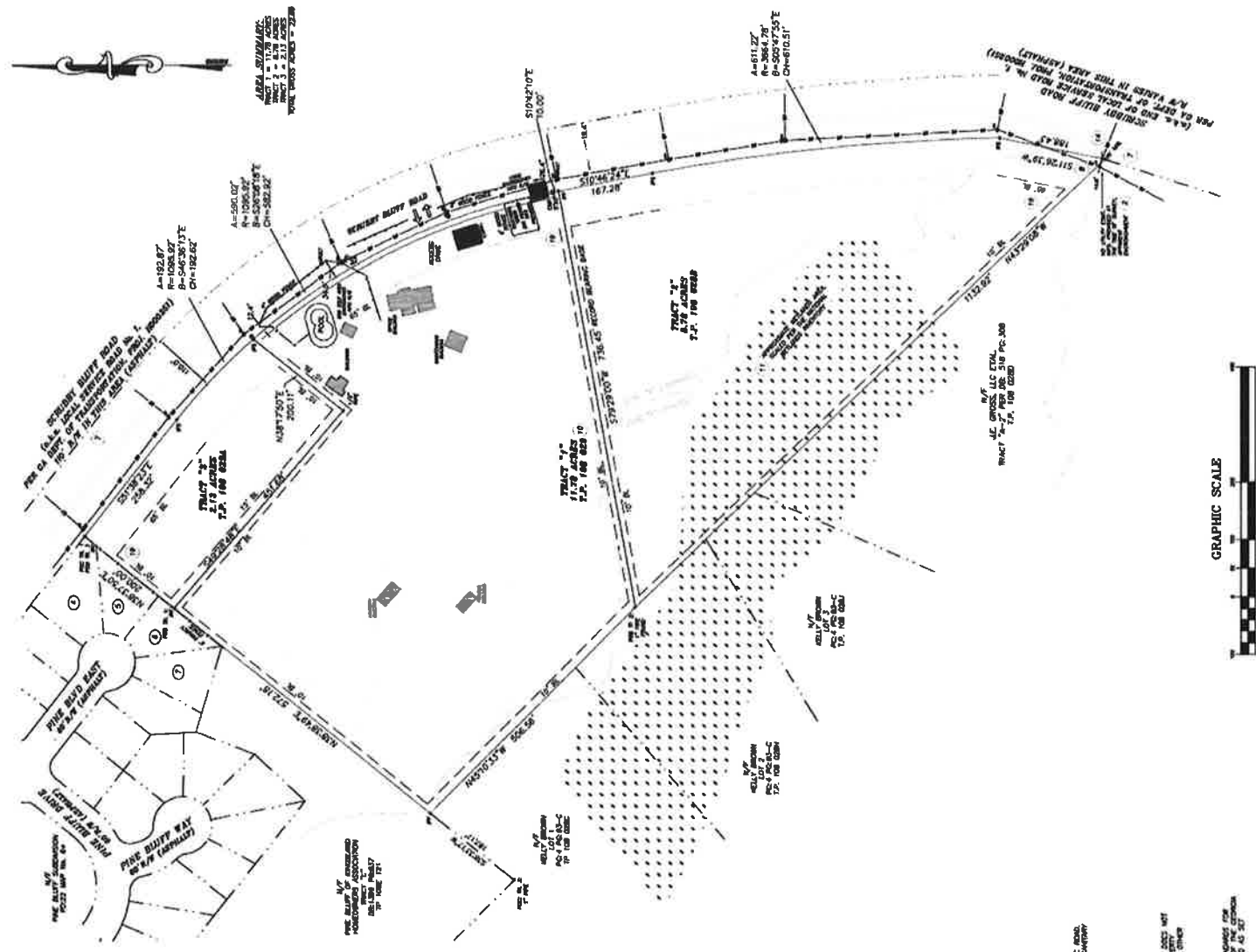
EXPIRATION DATE
JUN 22 2017 AT 7:50AM

[illegible][illegible][illegible][illegible]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
84

[illegible]

Designation for

[illegible][illegible][illegible][illegible][illegible]

INCIDENTAL NOTES:

1. NO RECORD OF A CERTIFICATE OF TITLE WAS OBTAINED ON THE PROPERTY.
2. NO RECORD OF A DEED WAS OBTAINED IN SHERMAN COUNTY RECORDS.
3. NO RECORD OF A DEED WAS OBTAINED IN THE RECORDS OF THE STATE OF LOUISIANA.

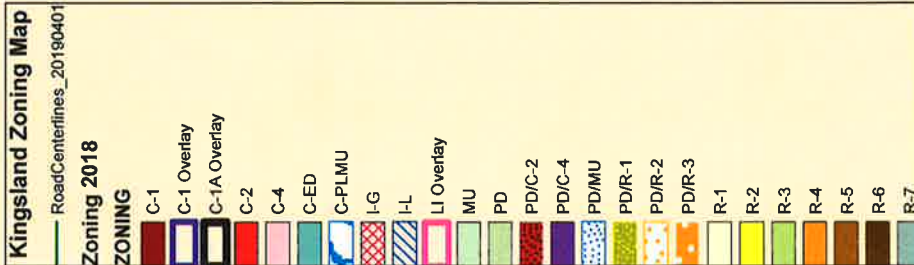
ANALYSIS:

THE PROPERTY OWNED BY THE SHERMAN IS ONE AND THE SAME AS THE CASE AS THE PROPERTY ACCQUIRED IN THE PROPERTY ACQUISITION. THE INSURANCE COMPANY COMMITMENT IN THE PROPERTY ACQUISITION, THERE ARE NO CLAIMS OR OTHER INTERESTS IN THE PROPERTY.

CONCLUSION:

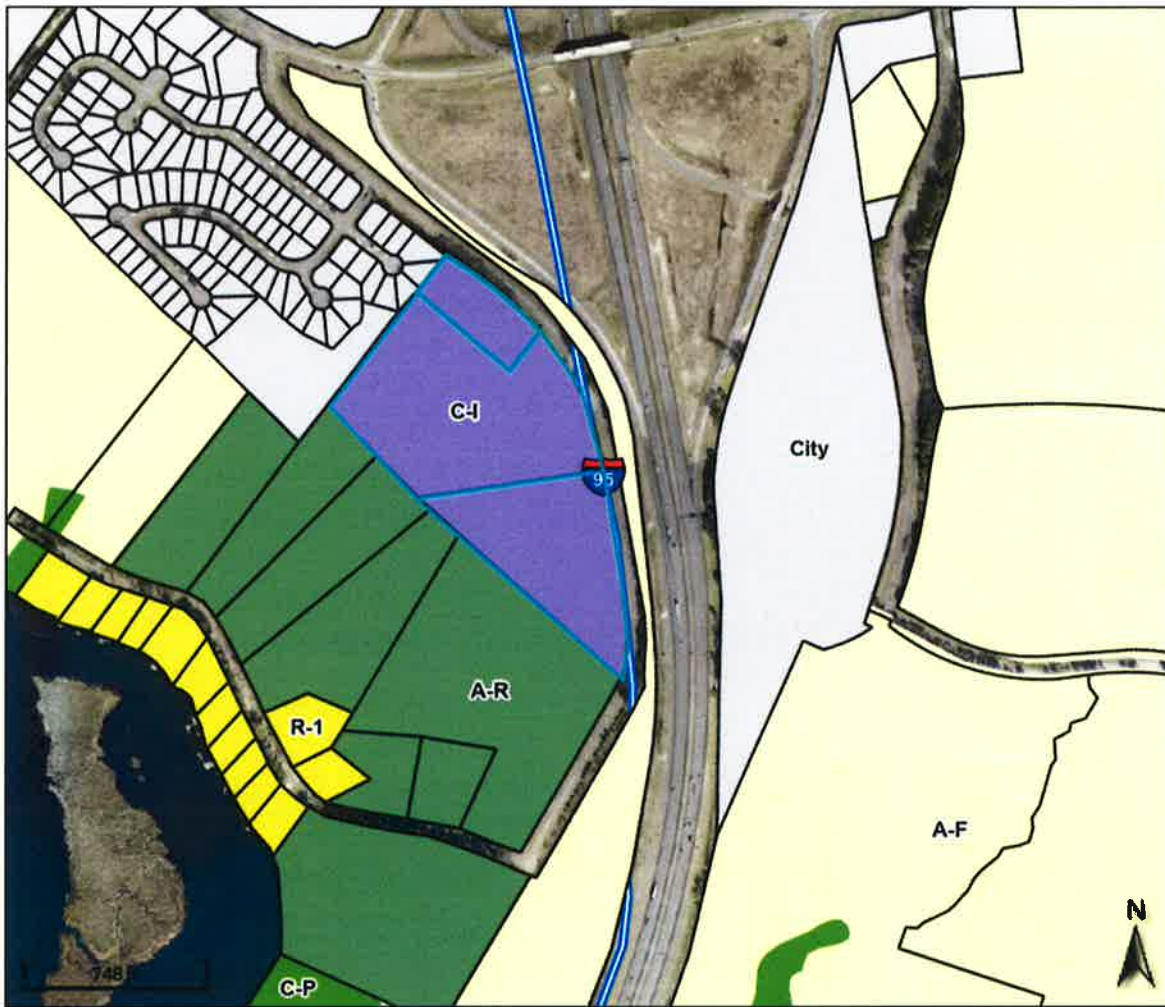
ON THE BASIS OF THE INFORMATION RECEIVED, THE PROPERTY IS NOT A SUBJECT OF A CERTIFICATE OF TITLE. THE PROPERTY IS NOT A SUBJECT OF A CERTIFICATE OF TITLE. THE PROPERTY IS NOT A SUBJECT OF A CERTIFICATE OF TITLE. THE PROPERTY IS NOT A SUBJECT OF A CERTIFICATE OF TITLE.

attachment: CC-Sept 2023-Annex





Camden County, GA



Overview



Legend

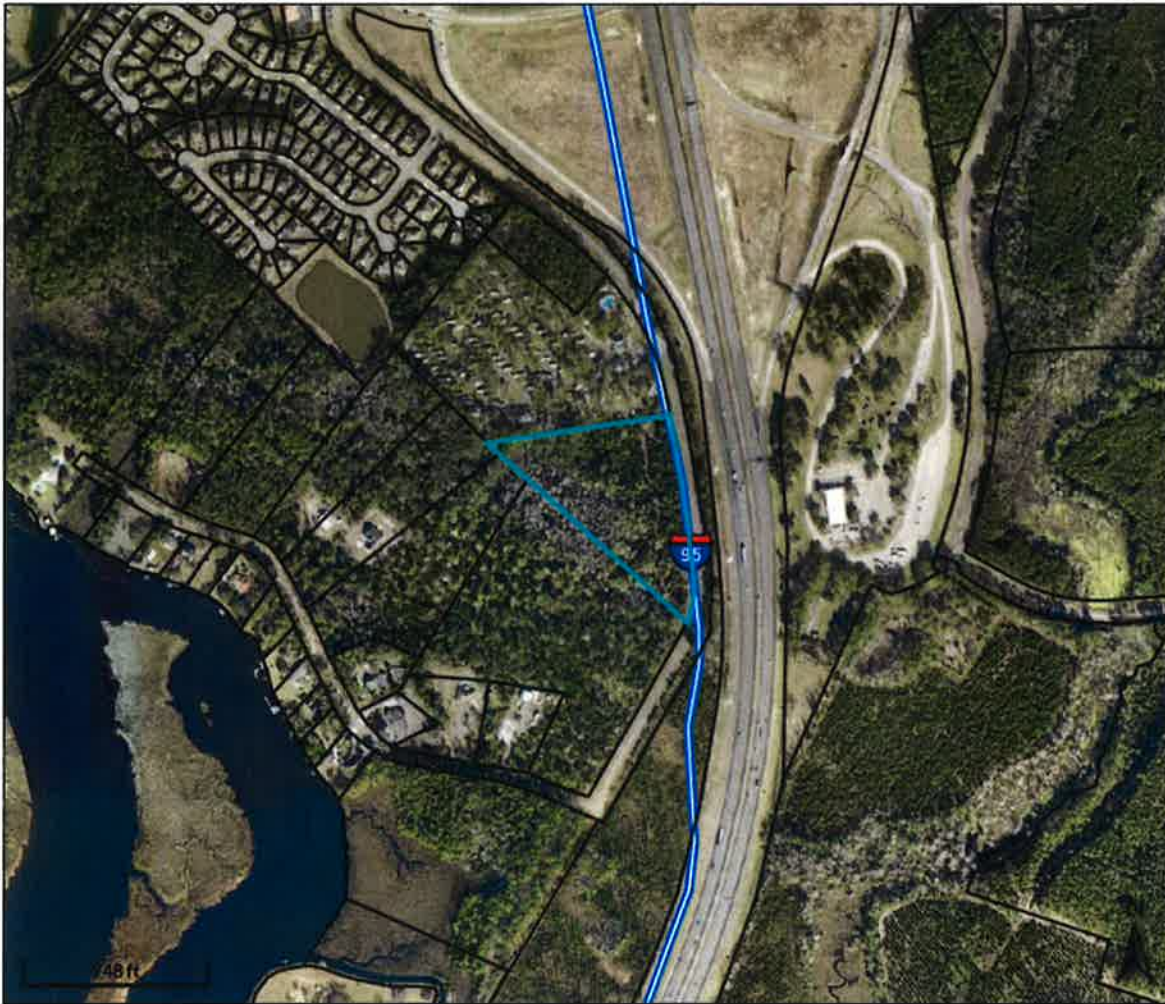
- Parcels
- USA Major Highways**
 - Limited Access
 - Highway
 - Major Road
 - Local Road
 - Minor Road
 - Other Road
 - Ramp
 - Ferry
 - Pedestrian Way
- City Labels**
- Zoning**
 - A-F
 - A-R
 - C-G
 - C-I
 - C-N
 - C-P
 - City
 - I-G
 - I-R
 - LCI
 - MHP
 - PD
 - R-1
 - R-2
 - R-3
 - RVD
 - Unknown

Parcel ID	108 029A	Owner	KINGSLAND BAY RV RESORT LLC	Last 2 Sales Date		Net Price	Reason	Qual
Class Code	Commercial		1985 EDGEWATER DRIVE					
Taxing District	42 UNINCORPORATED SERVICE DIST		CLEARWATER, FL 33755	12/15/2021	\$823973	XX	U	
	42 UNINCORPORATED SERVICE DIST	Physical Address	SCRUBBY BLUFF RD	7/8/2021	0	QC	U	
Acres	2.0	Assessed Value	Value \$127500					

(Note: Not to be used on legal documents)



Camden County, GA



Overview



Legend

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

Parcel ID	108 0288	Owner	KINGSLAND BAY RV RESORT LLC	Last 2 Sales				
Class Code	Commercial			Date	Net Price	Reason	Qual	
Taxing	42 UNINCORPORATED SERVICE		1985 EDGEWATER DRIVE	12/15/2021	\$1651464	XX	U	
District	DIST		CLEARWATER, FL 33755	7/8/2021	0	QC	U	
	42 UNINCORPORATED SERVICE	Physical Address	SCRUBBY BLUFF RD					
	DIST	Assessed Value	Value \$300645					
Acres	8.79							

(Note: Not to be used on legal documents)

Date created: 8/2/2023

Last Data Uploaded: 8/2/2023 12:27:14 AM

Developed by Schneider
GEOSPATIAL

Attachment: CC-Sept 2023-Annex & Zoning Designation (4252 : Approval of Ordinance 2023-08 - Annexation Request & Zoning Designation for



Camden County, GA



Overview



Legend

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

Parcel ID	108 029	Owner	KINGSLAND BAY RV RESORT LLC	Last 2 Sales Date				
Class Code	Commercial		1985 EDGEWATER DRIVE	12/15/2021	\$2251225	XX	U	
Taxing District	42 UNINCORPORATED SERVICE DIST		CLEARWATER, FL 33755	7/8/2021	0	QC	U	
	42 UNINCORPORATED SERVICE DIST	Physical Address	2970 SCRUBBY BLUFF RD					
Acres	11.4	Assessed Value	Value \$1735955					

(Note: Not to be used on legal documents)

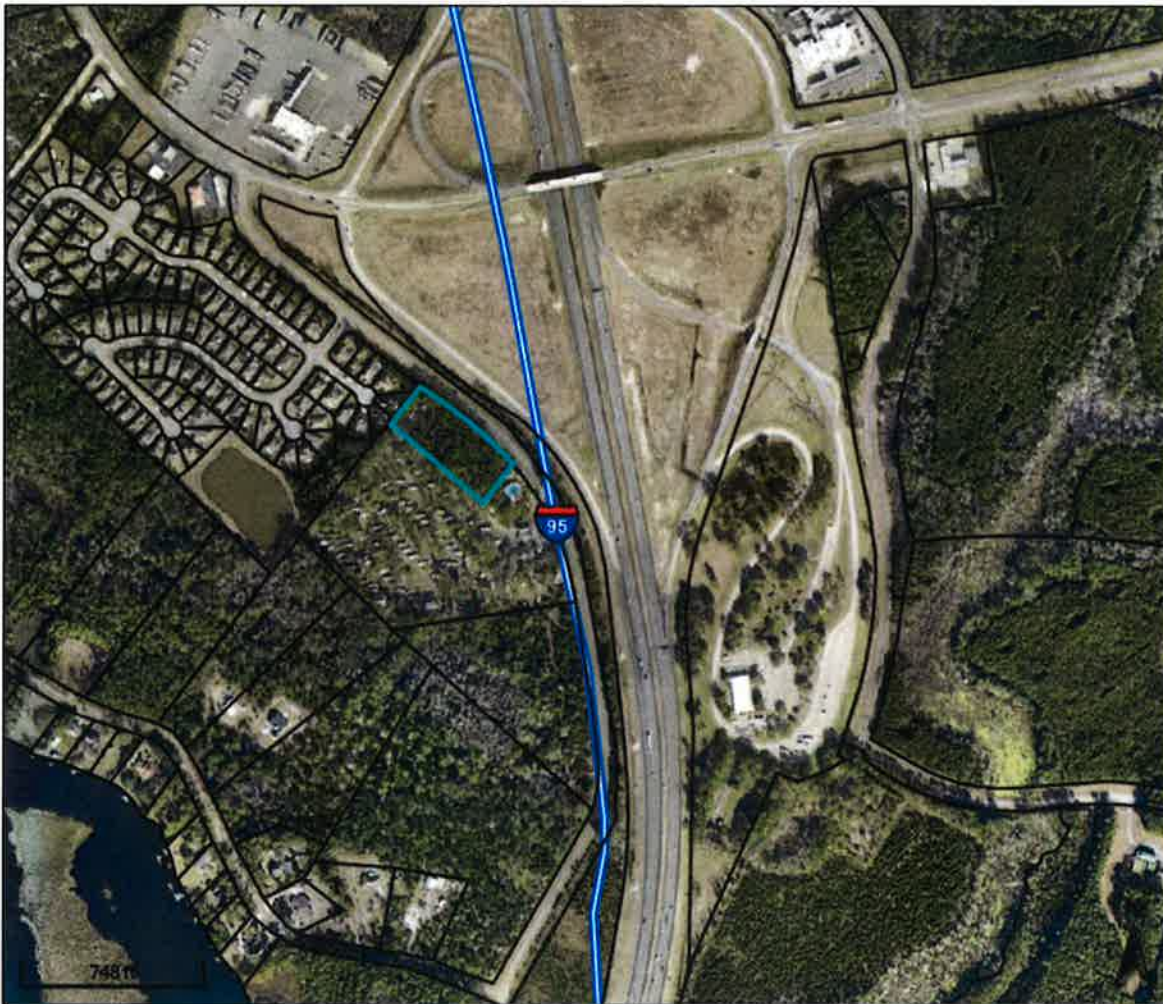
Date created: 8/2/2023

Last Data Uploaded: 8/2/2023 12:27:14 AM

Developed by Schneider GEOSPATIAL



Camden County, GA



Overview



Legend

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

Parcel ID	108 029A	Owner	KINGSLAND BAY RV RESORT LLC	Last 2 Sales Date				
Class Code	Commercial		1985 EDGEWATER DRIVE		Net Price	Reason	Qual	
Taxing	42 UNINCORPORATED SERVICE		CLEARWATER, FL 33755	12/15/2021	\$823973	XX	U	
District	DIST		SCRUBBY BLUFF RD	7/8/2021	0	QC	U	
	42 UNINCORPORATED SERVICE	Physical Address						
	DIST	Assessed Value	Value \$127500					
Acres	2.0							

(Note: Not to be used on legal documents)

Date created: 8/2/2023

Last Data Uploaded: 8/2/2023 12:27:14 AM

Developed by Schneider
GEOSPATIAL



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

Planning and Community Development

Staff Report

Planning Commission Meeting Date: September 5, 2022

City Council Meeting Date: September 11, 2022

Agenda Item: Annexation Request and Zoning Designation

Background:

Barron Roddey with Kingsland Bay RV Resort, LLC has applied for the Annexation of parcels 108 028B, 108 029, and 108 029A containing approx. 22.19 acres located at 2970 Scrubby Bluff Rd. in the unincorporated area of Camden County. The purpose of the Annexation is to have water and sewer access to the parcels for the existing KOA RV Park. There is a mixture of residential and commercial city and county parcels in the area and there are city parcels adjacent to the parcels along Scrubby Bluff Rd. There is existing water and sewer access in the area and the applicant will absorb the cost of running a water line down Scrubby Bluff Rd. and also to run a sewer line to the adjacent subdivision property. The applicant is also requesting a zoning designation of C-4 (Interchange Commercial) for the parcels if the annexation is approved, which is consistent for RV Parks and the surrounding city and county parcels.

Current Zoning: C-1 Commercial Interchange (County) All three parcels

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends approval

Scott L. Kimball
Planning Director

ORDINANCE # 2023-08**AN ORDINANCE TO ANNEX AN 11.40 ACRE TRACT, A 2.0 ACRE TRACT, AND A 8.79 TRACT OF LAND OWNED BY BARRON RODDEY OF KINGSLAND BAY RV RESORT, LLC BY THE CITY OF KINGSLAND**

WHEREAS, the City of Kingsland seeks to encourage planned growth and development that offers urban type services; and

WHEREAS, BARRON RODDEY with Kingsland Bay RV Resort, LLC owns three tracts located on Scrubby Bluff Road otherwise described as map and parcel 108 029, 108 029A, and 108 028B consisting of a total of 22.19 acres to be annexed with two of the tracts currently undeveloped and one tract is developed as the KOA RV Park.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND that the City of Kingsland annex the stated property of BARRON RODDEY with Kingsland Bay RV Resort, LLC and that it be zoned C-4 (Interchange Commercial).

Adopted and approved this 11th day of September, 2023.

Dr. C. Grayson Day, Jr., Mayor

ATTEST:

Jean Seigler-Horne, City Clerk



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: September 5, 2023

City Council Meeting Date: September 11, 2023

Agenda Item: Rezoning of parcels 107 042 & 107 043

Background:

The area surrounding the development has a mixture of residential and commercial, and the rezoning of the parcels will be consistent with the landscape of the area. The concept of the project is to maintain a mixed use 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:

Ronald Sawyer with White Sands Land Co., LLC has applied for a rezoning of two parcels containing approx. 76 acres located on the east side of Gross Rd. The applicant is requesting that 70 acres of the parcels to be rezoned to PD/R-2 (Planned Development/Low Density Residential) and the remaining 6 acres to be rezoned PD/C-2 (Planned Development General Commercial). The purpose of the rezone request is for a residential/commercial development containing 185 single family residential lots along with 2 commercial tracts that will front Gross Rd. The applicant has submitted a PD to the City Planning office that has been reviewed and approved.

Current Zoning: Parcel 107 042 is I-L (Light Industrial) & Parcel 107 043 is PD/R-3 (Planned Development High Density Residential)

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends Approval

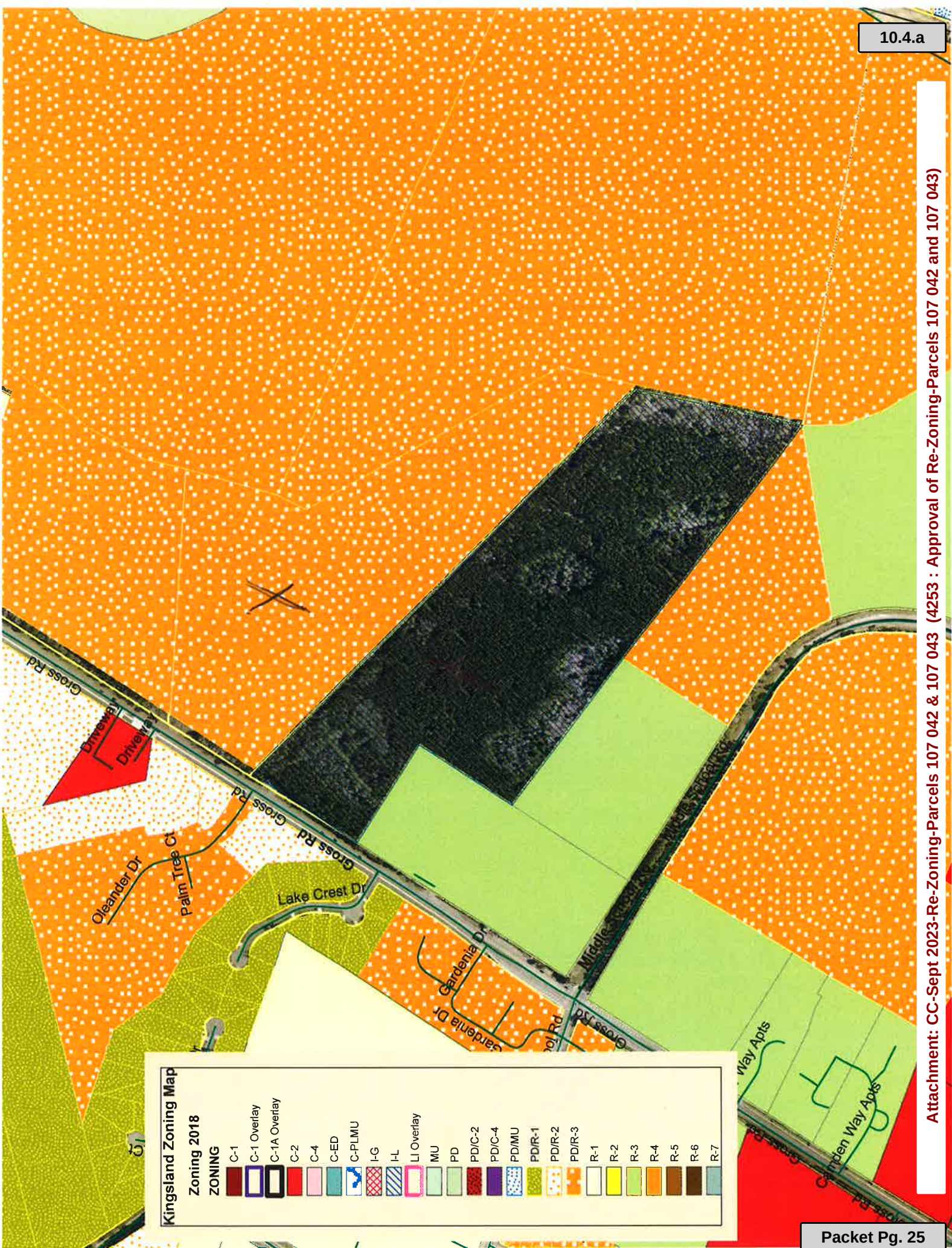
Scott L. Kimball
 Planning Director

Attachment: CC-Sept 2023-Re-Zoning-Parcels 107 042 & 107 043 (4253 : Approval of Re-Zoning-Parcels 107 042 and 107 043)



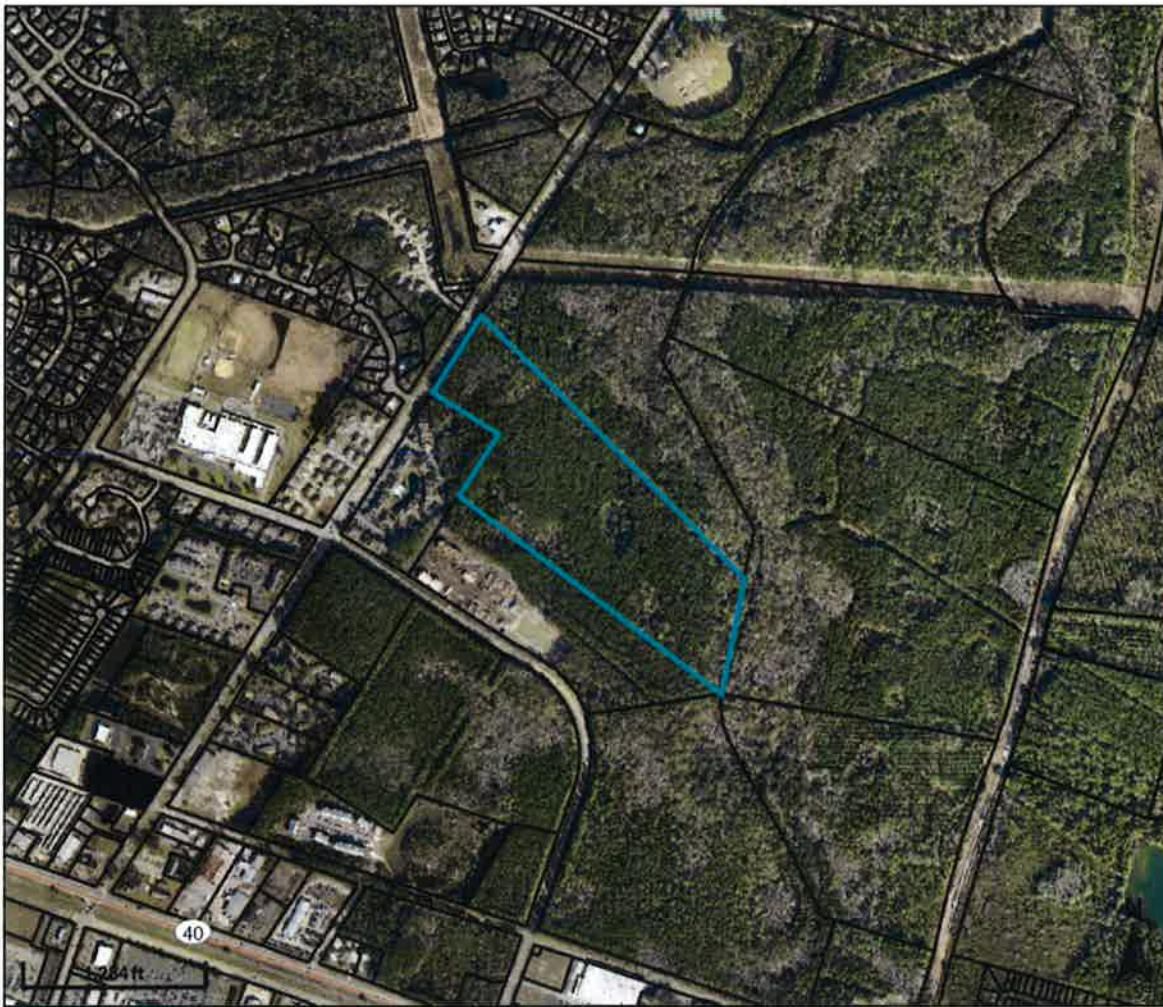
DATE: 8/1/2023







Camden County, GA



Overview



Legend

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

Parcel ID	107 042	Owner	WHITE SANDS LAND CO LLC	Last 2 Sales			
Class Code	Residential		100 MARSH HARBOUR PARKWAY	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	12/14/2022	\$302625	ML	Q
	KINGSLAND	Physical Address	GROSS RD	12/29/2015	0	GT	U
Acres	43.56	Assessed Value	Value \$302625				

(Note: Not to be used on legal documents)

Date created: 8/14/2023

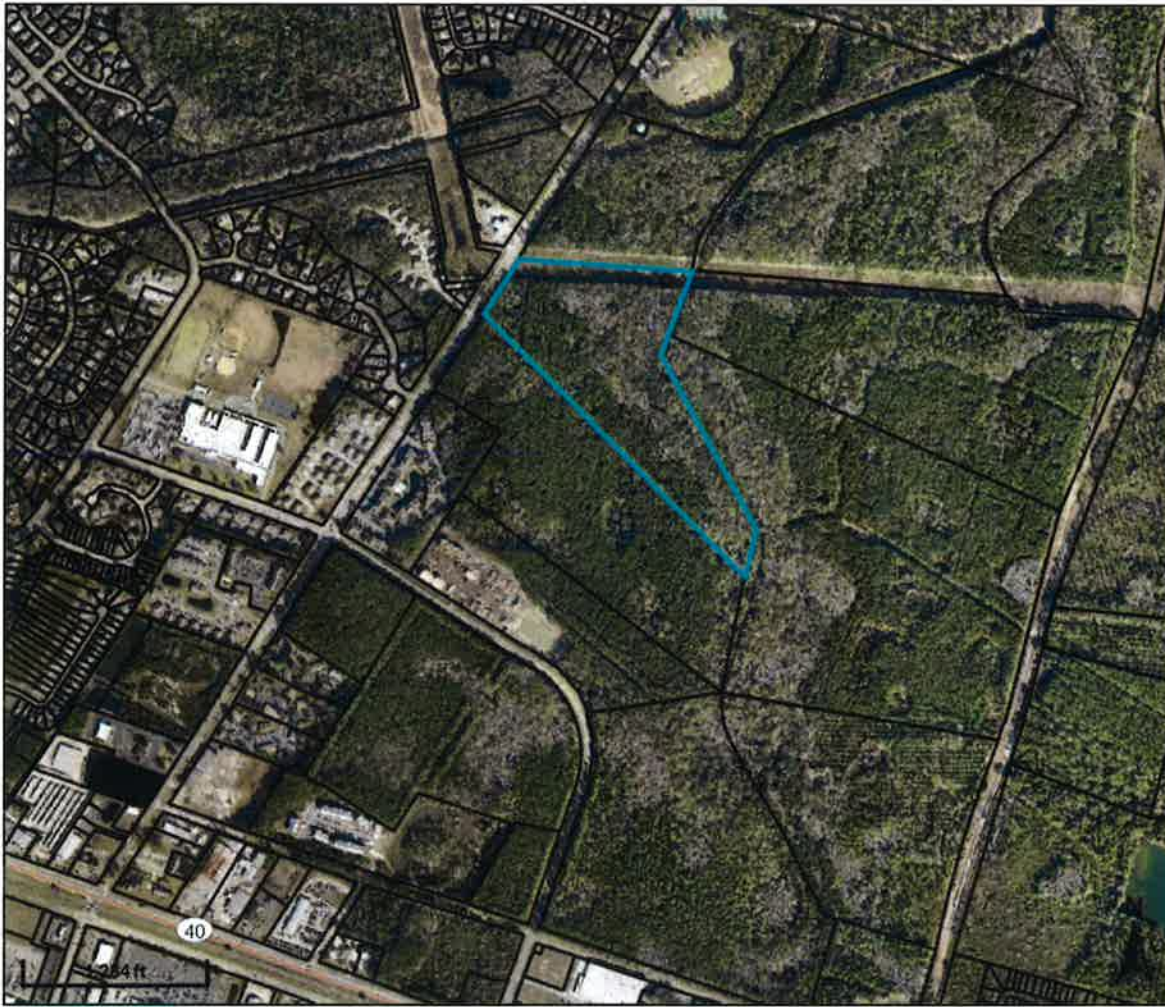
Last Data Uploaded: 8/11/2023 10:25:28 PM

Developed by Schneider
GEOSPATIAL

Attachment: CC-Sept 2023-Re-Zoning-Parcels 107 042 & 107 043 (4253 : Approval of Re-Zoning-Parcels 107 042 and 107 043)



Camden County, GA



Overview



Legend

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

Parcel ID	107 043	Owner	WHITE SANDS LAND CO LLC	Last 2 Sales			
Class Code	Agricultural		100 MARSH HARBOUR PARKWAY	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	12/14/2022	\$259375	ML	Q
	KINGSLAND	Physical Address	GROSS RD	12/29/2015	0	GT	U
Acres	34.42	Assessed Value	Value \$259375				

(Note: Not to be used on legal documents)

Date created: 8/14/2023

Last Data Uploaded: 8/11/2023 10:25:28 PM

Developed by Schneider
GEOSPATIAL

Attachment: CC-Sept 2023-Re-Zoning-Parcels 107 042 & 107 043 (4253 : Approval of Re-Zoning-Parcels 107 042 and 107 043)



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: September 5, 2023

City Council Meeting Date: September 11, 2023

Agenda Item: Variance for Parcel K13 01 015 (237 Hideaway Lakes Dr.)

Summary:

Jimmie Rollins is requesting a Variance is to Article XI, Section 110.16– Uses not allowed in any Home Occupation Classification. Applicant is requesting to allow a Barber Shop to be an allowed use for his residential business. Mr. Rollins stated his hardship is due to not being able to afford the large increase in rent and maintenance cost at his former retail barber shop and also his health issues that has forced him to be at home.

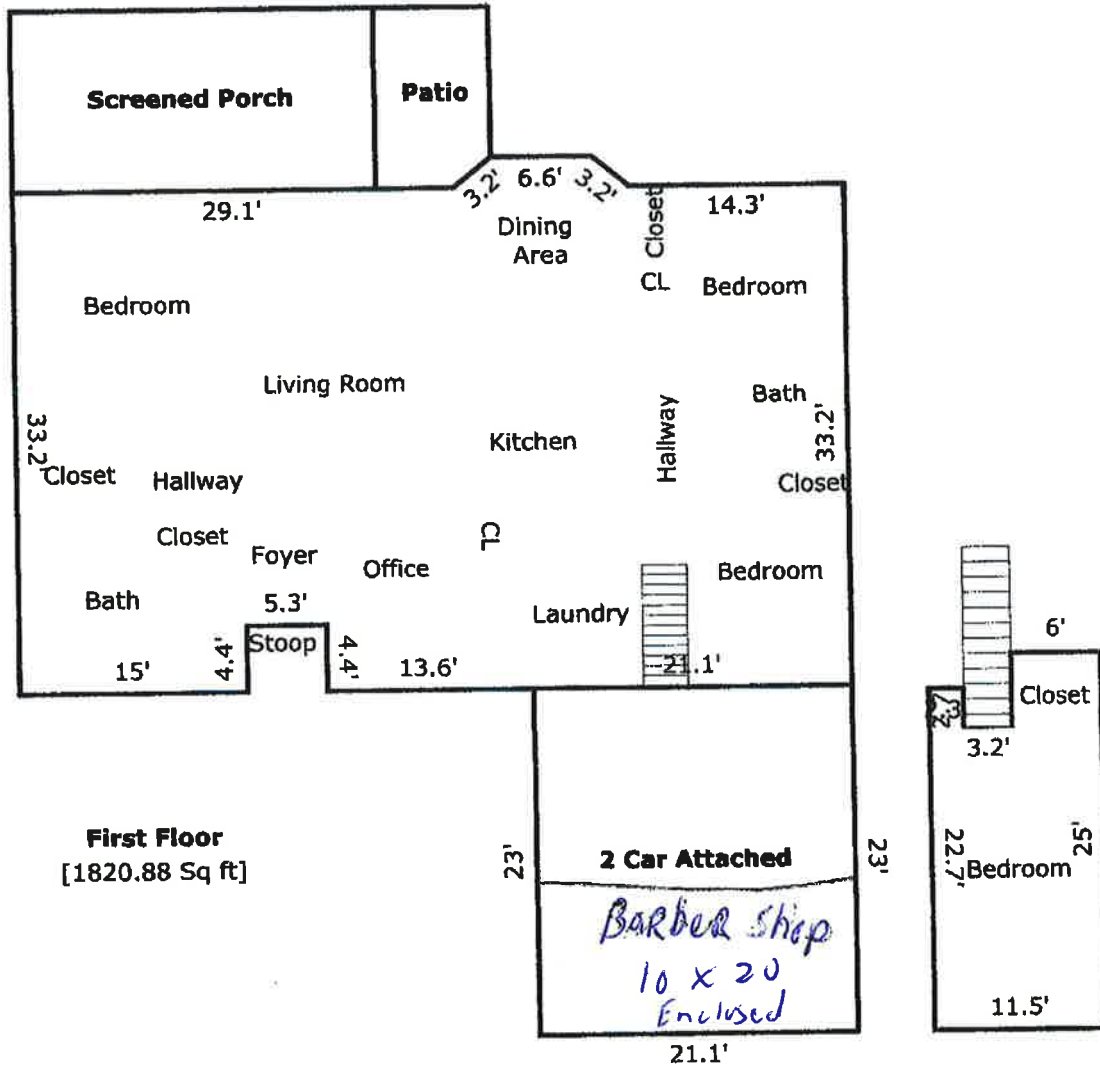
Zoning: PD/R-1

Is Proposal Consistent with the Comprehensive Plan? N/A

Staff Recommendation: Staff recommends approval of the variance request but approval should not set a precedent to allow just anyone to have a barber shop as a residential business unless a valid hardship can be proven.

Scott L. Kimball

Planning & Zoning Director



TOTAL Sketch by a la mode

Area Calculations Summary

Living Area
First Floor

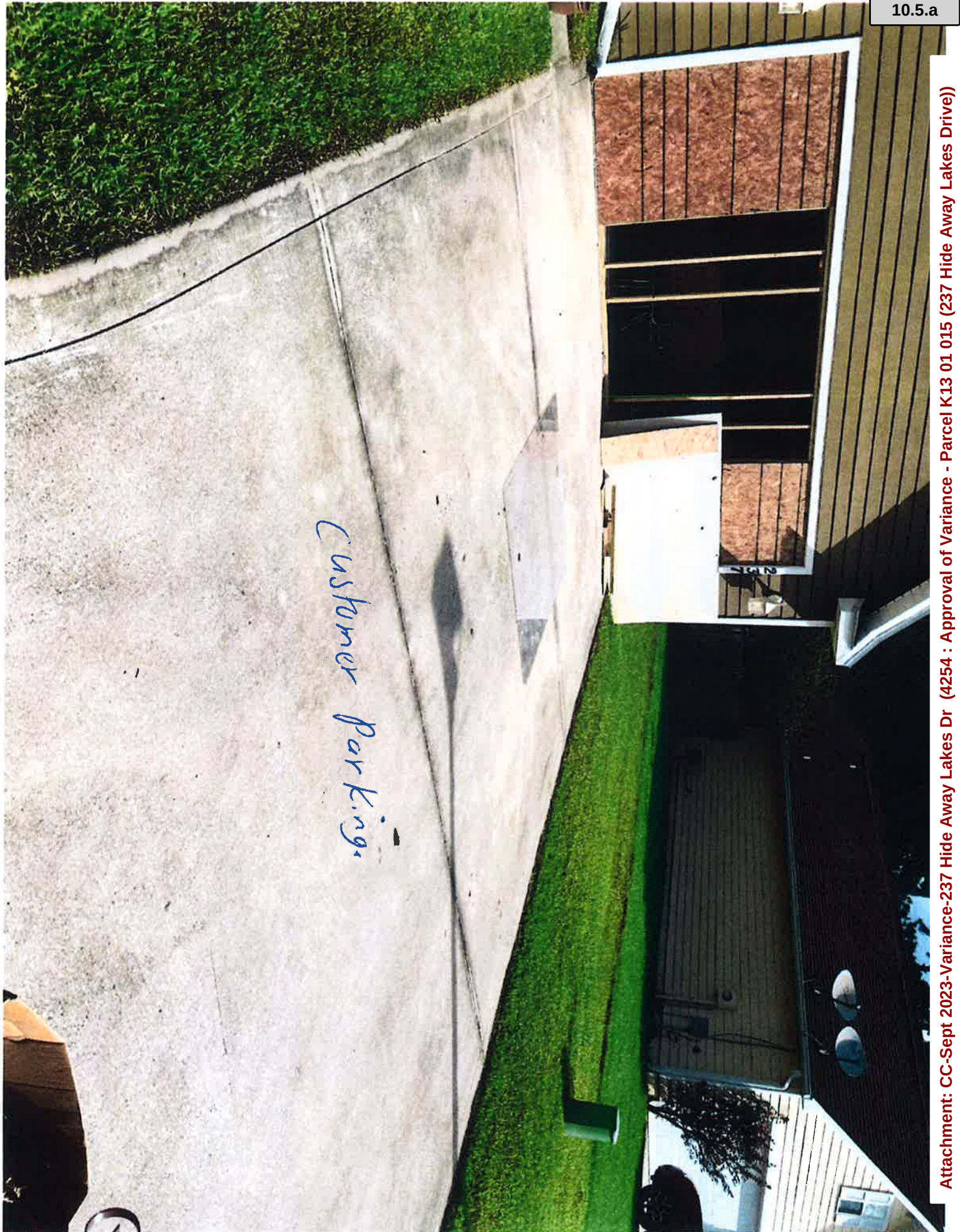
1820.88 Sq ft

Calculation Details

0.5 x 2.5 x 2 =	2.5
0.5 x 2 x 2.5 =	2.5
6.6 x 2 =	13.2
55 x 28.8 =	1584
4.4 x 15 =	66
4.4 x 34.7 =	152.68
6 x 5 =	30
2.3 x 2.7 =	6.21

Second Floor

266.21 Sq ft

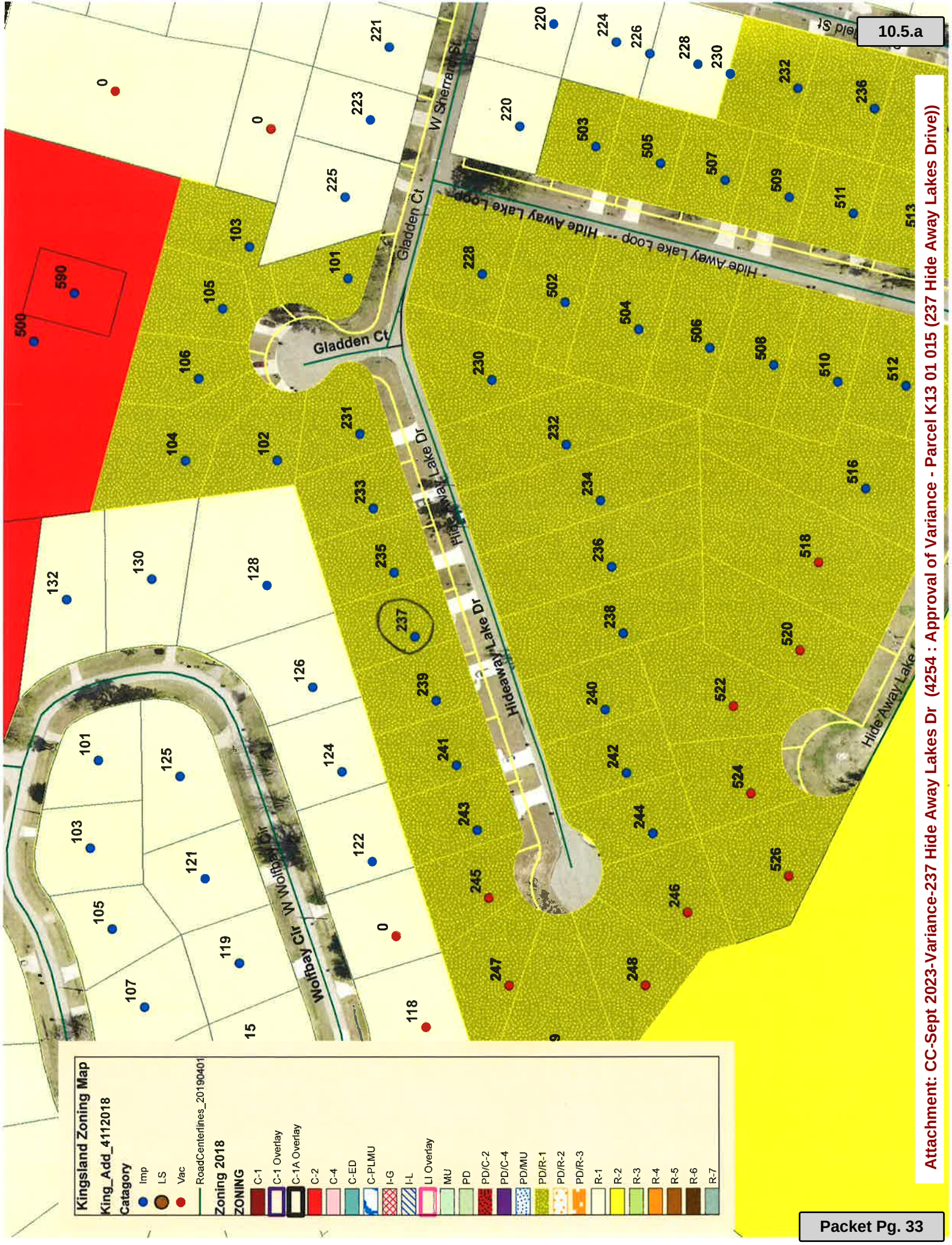




Attachment: CC-Sept 2023-Variance-237 Hide Away Lakes Dr (4254 : Approval of Variance - Parcel K13 01 015 (237 Hide Away Lakes Drive))



Enclosing Garage
for Barber Shop.



Kingsland Zoning Map
King_Add_4112018

Category

- Imp
- LS
- Vac

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	R-6	R-7
	[Pattern]	[Pattern]	[Pattern]	[Pattern]	[Pattern]	[Pattern]	[Pattern]	[Pattern]	[Pattern]	[Pattern]	[Pattern]	[Pattern]	[Pattern]	[Pattern]	[Pattern]	[Pattern]	[Pattern]	[Pattern]	[Pattern]	[Pattern]	[Pattern]	[Pattern]	[Pattern]	[Pattern]	[Pattern]



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	K13 01 015	Owner	ROLLINS JIMMIE F	Last 2 Sales			
Class Code	Residential		237 HIDE AWAY LAKE DRIVE	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	6/18/2015	\$195000	FM	Q
	KINGSLAND	Physical Address	237 HIDE AWAY LAKE DR	3/21/2013	0	FY	U
Acres	0.21	Assessed Value	Value \$315642				

(Note: Not to be used on legal documents)

Date created: 8/7/2023

Last Data Uploaded: 8/4/2023 10:44:36 PM

Developed by  **Schneider**
GEOSPATIAL



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

Planning and Community Development Staff Report

Planning Commission Meeting Date: September 5, 2023

City Council Meeting Date: September 11, 2023

Agenda Item: Residential Business for 237 Hideaway Lakes Drive., Map & Parcel K13 01 015

Summary:

Jimmie Rollins has applied for a Residential Business permit for a Barber Shop business known as “JR’S Barber Shop”. The applicant has been notified and agrees to the requirements of a Residential Business as noted in KLADO. The Planning Dept. completed an onsite inspection of the property and concluded that the property has sufficient parking for customers as Mr. Rollins has a separate driveway, from his personal vehicle parking, that will be used for customer parking only. The Barber Shop will be located in the enclosed portion of the garage and any business activity will not be able to be seen from the outside. (Pictures are included with the report).

Zoning: PD/R-1

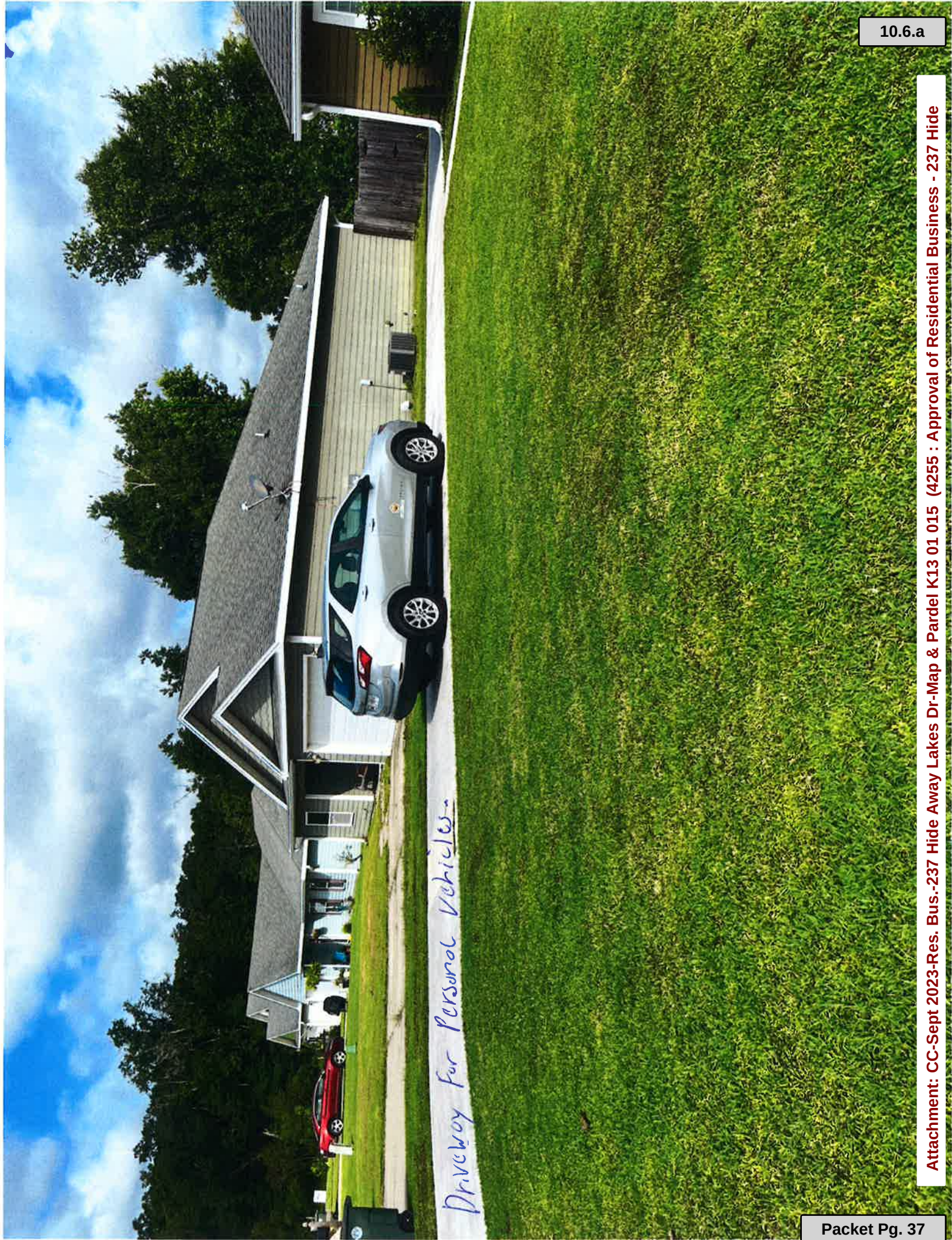
Is Proposal Consistent with the Comprehensive Plan? N/A

Staff Recommendation: Staff recommends approval contingent on the applicant’s variance being approved.

Scott L. Kimball
Planning & Zoning Director



Enclosing Garage
For Barber Shop





CITY / COUNTY OF KINGSLAND, GEORGIA

WIRELESS FACILITIES AND ANTENNAS ORDINANCE

ARTICLE I

PURPOSE AND COMPLIANCE

Section 1.1 O.C.G.A. § 32-4-92(a)(10) / 32-4-42(6) authorizes the City of Kingsland, Georgia (the “City”) to establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances in, on, along, over, or under the public roads of the City. Further, 47 U.S.C. § 253(c) provides that the City has authority to manage its public rights of way. Finally, the Georgia Streamlining Wireless Facilities and Antennas Act., O.C.G.A. Title 36, Chapter 66C (the “SWFAA”), addresses the placement of small wireless facilities in the public rights of way of the City.

Section 1.2 The City finds it is in the best interest of the City and its residents and businesses to establish requirements, specifications reasonable conditions regarding placement of small wireless facilities, poles in the public rights of way. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the City and to reasonably manage and protect the public rights of way and its uses in the City.

Section 1.3 The objective of this Ordinance is to (i) implement the SWFAA and (ii) ensure use of the public rights of way is consistent with the design, appearance and other features of nearby land uses, protects the integrity of historic, cultural and scenic resources and does not harm residents’ quality of life.¹

ARTICLE II

DEFINITIONS

Section 2.1 Unless defined below, terms used in this Ordinance shall have the meanings given them in O.C.G.A. § 36-66C-2.

ARTICLE III

PERMITS

Section 3.1 A permit is required to collocate a small wireless facility² in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way. A permit is not required to perform the activities described in O.C.G.A. § 36-66C-6(e) or (f).

¹ Note, this list of considerations comes from ¶ 86 of FCC 2018 Small Cell Order.

² **NOTE** Under SWFAA, collocation can be on or adjacent to: (i) a pole or decorative pole or (ii) a support structure. By definition, poles and decorative poles are in the right of way. Support structures may be located outside of the right of way. Permitting of support structures is not part of this process. See O.C.G.A. § 36-66C-6(l).

Section 3.2 Any person seeking to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way shall submit an application to the Kingsland Planning and Building Department for a permit. Applications are available from the Kingsland Planning and Building Department. The application template is included as Exhibit A to this Ordinance. Any material change to information contained in an application shall be submitted in writing to the Kingsland Planning and Building Department within 30 days after the events necessitating the change.

Section 3.3 Each application for a permit shall include the maximum application fees permitted under O.C.G.A. § 36-66C-5(a)(1), (a)(2) and (a)(3).³ Such maximum application fees shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).

Section 3.4 The Kingsland Planning and Building Department shall review applications for permits according to the timelines and using the procedures identified in O.C.G.A. §§ 36-66C-7 and 36-66C-13.

Section 3.5 Applications for permits shall be approved except as follows:

(a) In order to receive a permit to install a pole or replace a decorative pole, the applicant must have determined after diligent investigation that it cannot meet the service objectives of the permit by collocating on an existing pole or support structure on which: (i) the applicant has the right to collocate subject to reasonable terms and conditions; and (ii) such collocation would not impose technical limitations or significant additional costs. The applicant shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and shall provide a written summary of the basis for such determination.

(b) The Kingsland Planning and Building Department may deny an application for a permit upon any of the conditions identified in O.C.G.A. § 36-66C-7(j).

(c) For applications for new poles in the public right of way in areas zoned for residential use, the Kingsland Planning and Building Department may propose an alternate location in the public right of way within 100 feet of the location set forth in the application, and the wireless provider shall use the Kingsland Planning and Building Department proposed alternate location unless the location imposes technical limits or significant additional costs. The wireless provider shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and it shall provide a written summary of the basis for such determination.

Section 3.6 A permit issued under this ARTICLE III shall authorize such person to occupy the public rights of way to: (i) collocate a small wireless facility on or adjacent to a pole or a support structure that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(3) or on or adjacent to a decorative pole in compliance with O.C.G.A. § 36-66C-12; and (ii) install,

³ Note, if FCC Order regarding fees is overturned or modified, this should be revisited. SWFAA provides that if the FCC Order is modified or terminated, then fees are capped at what is “fair and reasonable.”

modify, or replace a pole or decorative pole for collocation of a small wireless facility that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(1) and (h)(2).

Section 3.7 Upon the issuance of a permit under this Ordinance, and on each anniversary of such issuance, every person issued a permit shall submit to the City the maximum annual payments permitted under O.C.G.A. § 36-66C-5(a)(4) and (a)(5); provided, however, that if such person removes its small wireless facilities from the public rights of way pursuant to O.C.G.A. § 36-66C-5(e), then such person shall be responsible for the pro rata portion of the annual payment based on the number of days of occupation since the last annual payment. Upon making such pro rata payment and removal of the small wireless facilities, the person's annual payment obligations under this section shall cease as of the date of the actual removal.⁴ The maximum annual payments shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).

Section 3.8 Any person issued a permit shall pay the fees identified in O.C.G.A. § 36-66C-5(a)(6) and (a)(7), as applicable.

Section 3.9 The City may revoke a permit issued pursuant to this ARTICLE III if the wireless provider or its equipment placed in the public right of way under that permit subsequently is not in compliance with any provision of this Ordinance or the Georgia Streamlining Wireless Facilities and Antennas Act. Upon revocation, the City may proceed according to Section 3.10.

Section 3.10 If a wireless provider occupies the public rights of way without obtaining a permit required by this ARTICLE III or without complying with the SWFAA, then the City may, at the sole discretion of the City, restore the right of way, to the extent practicable in the reasonable judgment of the City, to its condition prior to the unpermitted collocation or installation and to charge the responsible wireless provider the reasonable, documented cost of the City in doing so, plus a penalty not to exceed \$1,000.00.⁵ The City may suspend the ability of the wireless provider to receive any new permits from the City under this ARTICLE III until the wireless provider has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the City may not suspend such ability of any applicant that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

Section 3.11 All accepted applications for permits shall be publically available subject to the limitations identified in O.C.G.A. § 36-66C-6(c).

Section 3.12 An applicant may file a consolidated application related to multiple small wireless facilities, poles or decorative poles so long as such consolidated application meets the requirements of O.C.G.A. § 36-66C-13.

Section 3.13 Activities authorized under a permit shall be completed within the timelines provided in O.C.G.A. § 36-66C-7(k)(2).

⁴ Note, if FCC Order regarding fees is overturned or modified, SWFAA provides fees are capped at what is "fair and reasonable." This provision may need to be revised if the FCC Order is overturned.

⁵ Penalty authorized under O.C.G.A. § 36-66C-6(b).

Section 3.14 Issuance of a permit authorizes the applicant to: (i) undertake the collocation, installation, modification or replacement approved by the permit and (ii) operate and maintain the small wireless facilities and any associated pole covered by the permit for a period of 10⁶ years.

Section 3.15 Permits shall be renewed following the expiration of the term identified in Section 3.14 upon the terms and conditions identified in O.C.G.A. § 36-66C-7(k)(2)(B).

Section 3.16 If an application for a permit seeks to collocate small wireless facilities on authority poles in the public rights of way, then the City shall, within 60-days of receipt of the completed application: (i) provide a good faith estimate for any make-ready work necessary to enable the authority pole to support the proposed facility; or (ii) notify the wireless provider that the wireless provider will be required to perform the make-ready work. Any make-ready work performed by the City shall be completed pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(n).

ARTICLE IV REMOVAL; RELOCATION; RECONDITIONING; REPLACEMENT; ABANDONMENT

Section 4.1 A person may remove its small wireless facilities from the public rights of according to the procedures of O.C.G.A. § 36-66C-5(e).

Section 4.2 In the event of a removal under Section 4.1, the right of way shall be, to the extent practicable in the reasonable judgment of the City, restored to its condition prior to the removal. If a person fails to return the right of way, to the extent practicable in the reasonable judgment of the City, to its condition prior to the removal within 90 days of the removal, the City may, at the sole discretion of the City, restore the right of way to such condition and charge the person the City's reasonable, documented cost of removal and restoration, plus a penalty not to exceed \$500.00.⁷ The City may suspend the ability of the person to receive any new permits under ARTICLE III until the person has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the City will not suspend such ability of any person that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

Section 4.3 If, in the reasonable exercise of police powers, the City determines: (i) a pole or support structure unreasonably interferes with the widening, repair, reconstruction, or relocation of a public road or highway, or (ii) relocation of poles, support structures, or small wireless facilities is required as a result of a public project, the wireless provider shall relocate such poles, support structures, or small wireless facilities pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(l). If the wireless provider fails to relocate a pole, support structure or small wireless facility or fails to provide a written good faith estimate of the time needed to relocate the pole, support structure or small wireless within the time period prescribed

⁶ Note, must be at least 10 years under O.C.G.A. § 36-66C-7(k)(2)(B).

⁷ Penalty authorized under O.C.G.A. § 36-66C-5(e).

in O.C.G.A. § 36-66C-7(l), the City make take the actions authorized by O.C.G.A. § 36-66C-7(o), in addition to any other powers under applicable law.

Section 4.4 The City shall recondition and replace authority poles consistent with the provisions of O.C.G.A. § 36-66C-7(m). Wireless providers shall accommodate and cooperate with reconditioning and replacement consistent with the provisions of O.C.G.A. § 36-66C-7(m).

Section 4.5 A wireless provider must notify the City of its decision to abandon any small wireless facility, support structure or pole pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(p)(1). The wireless provider shall perform all acts and duties identified in O.C.G.A. § 36-66C-7(p) regarding abandonment. The City may take all actions and exercise all powers authorized under O.C.G.A. § 36-66C-7(p) upon abandonment, in addition to any other powers under applicable law.

ARTICLE V STANDARDS

Section 5.1 Small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities may be placed in the public right of way as a permitted use: (i) upon a receipt of a permit under ARTICLE III; (ii) subject to applicable codes; and (iii) so long as such small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities comply with the appropriate provisions of O.C.G.A. § 36-66C-7(h).

(a) ⁸ New, modified, or replacement poles installed in the right of way in a historic district and in an area zoned primarily for residential use shall not exceed 50 feet above ground level.

(b) ⁹ Each new, modified, or replacement pole installed in the right of way that is not in a historic district or in an area zoned primarily for residential use shall not exceed the greater of:

(i) Fifty feet above ground level; or

(ii) Ten feet greater in height above ground level than the tallest existing pole in the same public right of way in place as of January 1, 2019, and located within 500 feet of the new proposed pole;

⁸ Note, these track O.C.G.A. § 36-66C-7(h)(1)-(3) and can be included in the City or County wants these standards directly in its [Code / Ordinance]. Also, O.C.G.A. § 36-66C-7(h) only relates to permitted use and administrative approval. It is not clear whether there can be an absolute prohibition against larger equipment.

⁹ Note, these track O.C.G.A. § 36-66C-7(h)(1)-(3) and can be included in the City or County wants these standards directly in its [Code / Ordinance]. Also, O.C.G.A. § 36-66C-7(h) only relates to permitted use and administrative approval. It is not clear whether there can be an absolute prohibition against larger equipment.

(c) ¹⁰ New small wireless facilities in the public right of way and collocated on an existing pole or support structure shall not exceed more than ten feet above the existing pole or support structure.

(d) ¹¹ New small wireless facilities in the public right of way collocated on a new or replacement pole under Section 5.1(a) or Section 5.1(b) may not extend above the top of such poles.

Section 5.2 ¹² A decorative pole should only be located where an existing pole can be removed and replaced, or at a new location where the City has identified that a streetlight is necessary.

Section 5.3 Unless it is determined that another design is less intrusive, or placement is required under applicable law, small wireless facilities shall be concealed as follows:

(a) Antennas located at the top of poles and support structures shall be incorporated into the pole or support structure, or placed within shrouds of a size such that the antenna appears to be part of the pole or support structure;

(b) Antennas placed elsewhere on a pole or support structure shall be integrated into the pole or support structure, or be designed and placed to minimize visual impacts.

(c) Radio units or equipment cabinets holding radio units and mounted on a pole shall be placed as high as possible, located to avoid interfering with, or creating any hazard to, any other use of the public rights of way, and located on one side of the pole. Unless the radio units or equipment cabinets can be concealed by appropriate traffic signage, radio units or equipment cabinets mounted below the communications space on poles shall be designed so that the largest dimension is vertical, and the width is such that the radio units or equipment cabinets are minimally visible from the opposite side of the pole on which they are placed.

(d) Wiring and cabling shall be neat and concealed within or flush to the pole or support structure, ensuring concealment of these components to the greatest extent possible.

Section 5.4 Notwithstanding any provision of this Ordinance to the contrary, an applicant may collocate a small wireless facility within a historic district, and may place or replace a pole within a historic district, only upon satisfaction of the following: (i) issuance of a permit under ARTICLE III and (ii) compliance with applicable codes.

¹⁰ Note, these track O.C.G.A. § 36-66C-7(h)(1)-(3) and can be included in the City or County wants these standards directly in its [Code / Ordinance]. Also, O.C.G.A. § 36-66C-7(h) only relates to permitted use and administrative approval. It is not clear whether there can be an absolute prohibition against larger equipment.

¹¹ Note, these track O.C.G.A. § 36-66C-7(h)(1)-(3) and can be included in the City or County wants these standards directly in its [Code / Ordinance]. Also, O.C.G.A. § 36-66C-7(h) only relates to permitted use and administrative approval. It is not clear whether there can be an absolute prohibition against larger equipment.

¹² Note, this needs to be considered carefully as it relates to O.C.G.A. § 36-66B-6(3).

Section 5.5 Notwithstanding any provision of this Ordinance to the contrary, an applicant may collocate a small wireless facility on a decorative pole, or may replace a decorative pole with a new decorative pole, in the event the existing decorative pole will not structurally support the attachment, only upon satisfaction of the following: (i) issuance of a permit under ARTICLE III and (ii) compliance with applicable codes.

Resolution 2023-06
City of Kingsland
FY 2023-24 Proposed Budget

11.1.a

	Department	FY 22-23 Current Budget	FY 23-24 Requested Budget	FY 23-24 Proposed Budget	\$ Increase/ Decrease from Requested Budget to Proposed Budget	Variance from FY 22-23 to Proposed FY 23-24		Summary of Changes From FY 22-23 Budget to FY 23-24 Proposed Budget
						% Change	\$ Increase/ Decrease	City-wide: Increases in health insurance premiums 10%, includes absorbing employee shar increase on the 80/20 plan and equivalent; health clinic 3.6%; liability insurance 14% . Capital ou \$24,638,683. Budget includes 5% COLA (6.5% police dept) (1/2 at 10/27/23 & 1/2 at 4/12/24), u 3% performance raises on anniversary dates, and \$350 Christmas bonuses (prorated for part-time probationary employees). New positions recommended (11): police-patrol captain; fire-firefighter, tra officer (at midyear); public works- 2 crew workers; water/sewer- 2 utility line technicians; solid wa equipment operators/CDL, 2 crew workers.
General Fund	General Fund Revenues	\$14,861,017	\$18,200,241	\$18,205,241	\$5,000	22.50%	\$3,344,224	Contingency of \$402,704; budget is based on the rollback millage rate of 6.10 n Revenues are budgeted conservatively based on current trend. It is unknown at this time if reve will start to decline based on the future economy. Includes \$3.6m cash carry forward for new p headquarters, relocation of municipal services and housing & development offices, The l masterplan, IGA cost share of public health building, tanker truck, and fire engine.
	Administration	\$1,382,801	\$1,954,689	\$1,888,292	-\$66,397	36.56%	\$505,491	Increase in salaries, health clinic, health & liability insurance. Kingsland's portion of PSA fundir showing a 2.17% (\$12.8k) increase based on PSA proposed budget. Increase in capital outlays health department building cost share. Capital outlay is \$72,000.
	Information Technology	\$224,359	\$221,490	\$221,845	\$355	-1.12%	-\$2,514	Increase in salaries, health clinic, health & liability insurance. Reduction in capital outlay from prior year. Capital outlay \$21,000. Shared department with water/sewer fund. (60%GF/40%WS)
	Finance	\$325,785	\$421,794	\$420,129	-\$1,665	28.96%	\$94,344	Increase in salaries, health clinic, health & liability insurance. Additional increases in capital outlay transfers out to capital projects fund. Capital outlay is \$35,000. Shared department with water/s fund. (60%GF/40%WS)
	Municipal Court	\$757,467	\$764,936	\$765,572	\$636	1.07%	\$8,105	Increase in salaries, health clinic, health & liability insurance. Increase in computer upgrades. Ca outlay \$9,000.
General Fund	Police	\$5,702,145	\$5,305,174	\$5,285,909	-\$19,265	-7.30%	-\$416,236	Increase in salaries, health clinic, health & liability insurance. Increases in travel/train repairs/maintenance, body-worn cameras, and fleet cameras. New hire request for patrol cap Decrease in capital outlay from prior year due to additional vehicle purchase at year end. Capital o \$40,911. Includes transfer out to capital projects fund for new police headquarters.
	Fire	\$2,578,676	\$4,133,939	\$4,052,255	-\$81,684	57.14%	\$1,473,579	Increase in salaries, health clinic, health & liability insurance. Increases in repairs/maintenance, fu uniforms. Request for staff promotion (2) driver engineers (+\$1461), 2 sergeants (+2,922) and hire request for one firefighter and one training officer (mid year). Capital outlay \$1,638,800 in GF \$800,000 in SPLOST.
	Public Works	\$2,238,892	\$2,813,699	\$2,790,164	-\$23,535	24.62%	\$551,272	Increase in salaries, health clinic, health & liability insurance. New position request for 2 crew wor Capital outlay for \$509,000 GF and \$2,500,000 SPLOST.
General Fund	Housing & Development	\$653,143	\$798,469	\$794,861	-\$3,608	21.70%	\$141,718	Increase in salaries, health clinic, health & liability insurance. Increases in professional fees repairs/maintenance. Salary adjustment for certification achievement. Capital outlay for \$30, Includes transfer out to capital projects fund.
	Econ. Dev./DDA	\$320,406	\$1,335,677	\$1,260,561	-\$75,116	293.43%	\$940,155	Increase in salaries, health clinic, health & liability insurance. Increases in supplies for depot/pavi mounted Christmas decorations, and Christmas events. Capital outlay \$140,000. Includes transfe to capital projects fund for The Lawn masterplan development.
	Fleet Services	\$358,445	\$322,601	\$322,948	\$347	-9.90%	-\$35,497	Increase in salaries, health clinic, health & liability insurance. Decrease in capital outlay from prior Capital outlay for \$30,000. Shared department with water/sewer fund. (75%GF/25%WS)
	GF Total Expenditures	\$14,542,119	\$18,072,468	\$17,802,536	-\$269,932	22.42%	\$3,260,417	

Attachment: Council Summary FY 23-24 (4248 : Approval Of: Resolution #2023-06 Adoption of FY 2023-24

Resolution 2023-06
City of Kingsland
FY 2023-24 Proposed Budget

11.1.a

	Department	FY 22-23 Current Budget	FY 23-24 Requested Budget	FY 23-24 Proposed Budget	\$ Increase/ Decrease from Requested Budget to Proposed Budget	Variance from FY 22-23 to Proposed FY 23-24		Summary of Changes From FY 22-23 Budget to FY 23-24 Proposed Budget
						% Change	\$ Increase/ Decrease	
Water /Sewer Fund	Revenues for Water/Sewer Fund	\$11,737,669	\$20,186,000	\$20,186,000	\$0	71.98%	\$8,448,331	Contingency of \$577,041; based on current rate structure. Overall increases related to growth in water/sewer customers and bond proceeds for water/sewer projects.
	Administration	\$532,044	\$620,591	\$650,625	\$30,034	22.29%	\$118,581	Increase in salaries, health clinic, health & liability insurance. Capital outlay for \$38,000.
	Information Technology	\$148,881	\$146,638	\$146,874	\$236	-1.35%	-\$2,007	Increase in salaries, health clinic, health & liability insurance. Reduction in capital outlay from prior year. Capital outlay \$21,000. Shared department with water/sewer fund. (60%GF/40%WS)
	Finance	\$218,487	\$290,322	\$290,665	\$343	33.04%	\$72,178	Increase in salaries, health clinic, health & liability insurance. Additional increases in capital outlay transfers out to capital projects fund. Capital outlay is \$35,000. Shared department with water/sewer fund. (60%GF/40%WS)
	Fleet Services	\$127,423	\$165,475	\$130,592	-\$34,883	2.49%	\$3,169	Increase in salaries, health clinic, health & liability insurance. Decrease in capital outlay from prior year. Capital outlay for \$30,000. Shared department with water/sewer fund. (75%GF/25%WS)
Water /Sewer	Operations	\$9,935,730	\$18,415,464	\$18,390,202	-\$25,262	85.09%	\$8,454,472	Increase in salaries, health clinic, health & liability insurance. Increases in supplies, capital outlays, debt service. Capital outlays for \$13,156,570. New positions requested for 2 utility line technicians
	Water/Sewer Fund Total Expenses	\$10,962,565	\$19,638,490	\$19,608,958	-\$29,532	78.87%	\$8,646,393	
Solid Waste	Solid Waste Revenues	\$1,564,220	\$1,792,430	\$1,792,430	\$0	14.59%	\$228,210	Contingency of \$122,918; based on residential solid waste rate increase of \$1.75 residential rates. Rate increase to offset increase in county landfill fees and increase costs in labor, fuel, supplies, and equipment. Includes cash carry forward (450,000) for capital outlay purchases.
	Expenses	\$1,442,652	\$1,665,017	\$1,669,512	\$4,495	15.73%	\$226,860	Increase in salaries, health clinic, health & liability insurance. Increases in labor, landfill fees, repairs/maintenance, fuel, supplies, equipment. New positions requested for 2 equipment/CDL operators and 2 crew workers. Capital outlays for \$472,860.
Other Funds	Confiscated Assets Fund	\$53,125	\$51,000	\$51,000	\$0	-4.00%	-\$2,125	Based on estimated confiscated assets and CISCO funds.
	CDBG-MIT Grant	\$1,869,160	\$934,580	\$934,580	\$0	-50.00%	-\$934,580	Based on remaining grant award for sewer line and manhole rehabilitation and Greentree Creekwood lift stations.
	CDBG-DR Grant	\$936,870	\$750,125	\$750,125	\$0	-19.93%	-\$186,745	Based on grant funding for homeowner rehabilitation and reconstruction program to fulfill unmet housing needs resulting from Hurricane Irma.
	TAP Grant	\$416,786	\$528,995	\$528,995	\$0	26.92%	\$112,209	Based on remaining grant funds for Phase I of Boone Street Pedestrian and Bicycle Improvement Project.
	Infrastructure Reserve Fund	\$3,276,404	\$70,000	\$70,000	\$0	-97.86%	-\$3,206,404	Based on previous grant funds received for water/sewer infrastructure projects.
	Multiple Grant Fund	\$754,665	\$307,926	\$307,926	\$0	-59.20%	-\$446,739	Based on various grant awards expected during the fiscal year. Includes police vest grant \$10, LMIG 256,051; Safety grant \$16,000; and Health & Wellness grant \$9,000; Coastal Incentive Grant \$16,875.

Attachment: Council Summary FY 23-24 (4248 : Approval Of: Resolution #2023-06 Adoption of FY 2023-24

Resolution 2023-06
City of Kingsland
FY 2023-24 Proposed Budget

11.1.a

	Department	FY 22-23 Current Budget	FY 23-24 Requested Budget	FY 23-24 Proposed Budget	\$ Increase/ Decrease from Requested Budget to Proposed Budget	Variance from FY 22-23 to Proposed FY 23-24		Summary of Changes From FY 22-23 Budget to FY 23-24 Proposed Budget
						% Change	\$ Increase/ Decrease	City-wide: Increases in health insurance premiums 10%, includes absorbing employee shar increase on the 80/20 plan and equivalent; health clinic 3.6%; liability insurance 14% . Capital ou \$24,638,683. Budget includes 5% COLA (6.5% police dept) (1/2 at 10/27/23 & 1/2 at 4/12/24), U 3% performance raises on anniversary dates, and \$350 Christmas bonuses (prorated for part-time probationary employees). New positions recommended (11): police-patrol captain; fire-firefighter, trai officer (at midyear); public works- 2 crew workers; water/sewer- 2 utility line technicians; solid wa equipment operators/CDL, 2 crew workers.
Other Funds	Georgia Gateway Community Improvement District	\$1,153	\$1,152	\$1,152	\$0	-0.09%	-\$1	Special Revenue Fund used to account for the component unit activities of the commi improvement district. Budgeted funds represent tax revenues generated within the district based mill.
	Tax Allocation District #1	\$1,552	\$1,542	\$1,542	\$0	-0.64%	-\$10	Special Revenue Fund used to account for incremental tax generated for Kingsland TAD #1. Budg funds represent incremental tax from the certified base.
	Tax Allocation District #2	\$0	\$44,185	\$44,185	\$0	100.00%	\$44,185	Special Revenue Fund used to account for incremental tax generated for Kingsland TAD #2. Budg funds represent incremental tax from the certified base.
	CVB Fund (Tourism)	\$1,563,473	\$1,627,147	\$1,627,147	\$0	4.07%	\$63,674	Contingency of \$750,912. Revenues of \$594,000 are based on 44% of lodging tax; cash (forward \$988,147; county HMT contract \$40,000, and merchandise sales. Includes Board approved item expenditures.
	Hotel/Motel Tax Fund	\$1,200,000	\$1,350,000	\$1,350,000	\$0	12.50%	\$150,000	Based on estimated lodging tax revenues.
	Downtown Development Authority Fund	\$73,385	\$197,900	\$197,900	\$0	169.67%	\$124,515	Funded by DDA fundraising events. All expenses paid directly from the DDA checking account. (carry forward \$100,000.
	Kingsland Development Authority	\$0	\$0	\$0	\$0	0.00%	\$0	Special Revenue Fund used to account for the blended component unit for activity related to finan the construction of the City's public buildings and any other such powers enacted into law for authority.
	SPLOST Fund #8	\$3,233,848	\$3,650,000	\$3,650,000	\$0	12.87%	\$416,152	Based on SPLOST VIII revenues. Distribution at a rate of County-wide SPLOST multiplier Kingsland's share. Includes: Fire House 4 remodel, sidewalk projects, road projects, and drain projects as outlined in the SPLOST referendum.
	Capital Projects Fund	\$2,040,962	\$4,240,962	\$4,240,962	\$0	107.79%	\$2,200,000	Includes public safety and public works radio project to coincide with the County VHF i communication system expansion, \$2.5m new police station headquarters, \$200k finance and hou & development relocation, and \$1m The Lawn masterplan development.
	Debt Service Revenue Bond	\$204,000	\$229,500	\$229,500	\$0	12.50%	\$25,500	17% of the lodging tax is accounted here for the bond payment of the welcome center.
	Mayor C. Grayson Day, Jr.						Date	
The undersigned hereby certifies that he or she is the Clerk of the City of Kingsland, Georgia and that the foregoing is a true copy of the Resolution adopted by the governing body of the City at a meeting duly held on the <u>25th of September 2023</u> , at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now effective day of the new fiscal year, <u>October 1st, 2023 through September 30, 2024</u> . Give under the seal of the City, this _____, 2023.								
	(SEAL)							

Attachment: Council Summary FY 23-24 (4248 : Approval Of: Resolution #2023-06 Adoption of FY 2023-24

Capital Outlay Request

Organization:	City of Kingsland	Year:	2023-2024
Department:	ALL	Submitted by:	ALL FUNDS
Budget:	\$24,638,683		

Annual Capital Outlay Requests													
Dept	Account	Name	Description/Purpose	New or Used	Qty.	Unit Cost/Rate	Total	General 100	Grant Funds	SPLOST VIII 322	Capital Projects 350	Water 505	SW 540
Administration													
100-45	1500-542500	Equipment	Council Chambers-sound system upgrade	Replace	1	\$ 20,000	20,000	\$20,000					
100-45	1500-541300	Building Improv.	City Hall -windows, carpet	Replace	1	\$ 20,000	20,000	\$20,000					
100-45	1540-542400	Computer Software	Human Resource Software	Replace	1	\$ 40,000	40,000	\$32,000				\$8,000	
100-45 Total			Administration Department Total				80,000	72,000	0	0	0	8,000	0
Information Technology													
100/505-46	1535-542500	Equipment	HP or Cisco switches/routers	New	1	\$ 21,000	21,000	\$12,600				\$8,400	
100/505-46 Total			IT Department Total				21,000	12,600	0	0	0	8,400	0
Finance													
100-48	1510-541300	Building Improv.	MSB-roof replacement	Replace	1	\$ 35,000	35,000	\$21,000				\$14,000	
350-00	1510-541300	Building Improv.	North Center-remodel for Finance dept	Relocate	1	\$ 100,000	100,000				\$100,000		
100-48 Total			Finance Department Total				135,000	21,000	0	0	100,000	14,000	0
Court													
100-49	2100-542300	Furniture/Fixtures	AC unit	Replace	1	\$ 9,000	9,000	\$9,000					
100-49 Total			Court Department Total				9,000	9,000	0	0	0	0	0
Police													
100-50	3210-542200	Vehicles	Cargo Van - crime scene	New	1	\$ 30,000	30,000	\$30,000					
100-50	3210-542500	Equipment	Interview room - camera/recording system	New	1	\$ 10,911	10,911	\$10,911					
350-00	3210-541300	Buildings	New Police headquarters	New	1	\$ 2,500,000	2,500,000				\$2,500,000		
350-00	3210-542600	Mobile Equipment	Radio Project	Upgrade	1	\$ 300,000	300,000				\$300,000		
100-50 Total			Police Department Total				2,840,911	40,911	0	0	2,800,000	0	0
Fire													
100-55	3510-541200	Site Impr	Signage (outside signage, all stations)	Upgrade	1	\$ 10,000	10,000	\$10,000					
100-55	3510-541300	Buildings	Burn building unit at training grounds	New	1	\$ 315,000	315,000	\$315,000					
100-55	3510-542300	Furniture/Fixtures	Furniture & fixtures - firehouse 4	New	1	\$ 10,000	10,000	\$10,000					
100-55	3510-542500	Equipment	Riding mower	New	1	\$ 8,000	8,000	\$8,000					
100-55	3510-542500	Equipment	Exercise equipment at Firehouse 4	New	1	\$ 10,000	10,000	\$10,000					
100-55	3510-542500	Equipment	Inflatable fire prevention house	New	1	\$ 10,800	10,800	\$10,800					
100-55	3510-542500	Equipment	Tanker truck (3,000gal)	New	1	\$ 350,000	350,000	\$350,000					
100-55	3510-542500	Equipment	Refurbish Brush truck	Upgrade	1	\$ 150,000	150,000	\$150,000					
100-55	3510-542500	Equipment	Fire Engine 5	New	1	\$ 775,000	775,000	\$775,000					
322-43	4200-541300	Building Impr	Remodel Firehouse 4	Upgrade	1	\$ 800,000	800,000			\$800,000			
350-00	3510-242600	Mobile Equipment	Radio Project	Upgrade	1	\$ 140,000	140,000				\$140,000		
100-55 Total			Fire Department Total				2,578,800	1,638,800	0	800,000	140,000	0	0
Public Works													
100-60	4100-541200	Site Impr	Fencing	New	1	\$ 35,000	35,000	\$35,000					
100-60	4100-542200	Vehicles	Pick up truck (1/2 ton)	New	2	\$ 50,000	100,000	\$100,000					
100-60	4100-542200	Vehicles	Vehicles for janitors	New/Used	2	\$ 32,500	65,000	\$65,000					
100-60	4100-542500	Equipment	Zero turn mower	New	2	\$ 12,000	24,000	\$24,000					
100-60	4100-542500	Equipment	Boom Axe/self propelled hydrostatic	New	1	\$ 285,000	285,000	\$285,000					
322-43	4100-541400	Infrastructure	Sidewalk Projects (Wildcat Dr)	New	1	\$ 500,000	500,000			\$500,000			
322-43	4100-541400	Infrastructure	Road Projects	New	1	\$ 1,500,000	1,500,000			\$1,500,000			
322-43	4100-541400	Infrastructure	Drainage Projects	New	1	\$ 500,000	500,000			\$500,000			
350-00	4100-542600	Mobile Equipment	Radio Project	Upgrade	1	\$ 100,962	100,962				\$100,962		
100-60 Total			Public Works Department Total				3,109,962	509,000	0	2,500,000	100,962	0	0
Housing & Development													
100-65	72/74-542400	Computer Software	Software Upgrade-online permitting/BL	New	1	\$ 30,000	30,000	\$30,000					
350-00	7400-541300	Building Improv.	North Center-remodel for Housing & Dev	Relocate	1	\$ 100,000	100,000				\$100,000		
100-65 Total			Housing & Dev. Department Total				130,000	30,000	0	0	100,000	0	0
Economic Development/Downtown Development													
100-68	7500-541200	Site Impr	Gateway monument sign, exit 3	New	1	\$ 140,000	140,000	\$140,000					
350-00	7550-541300	Buildings	The Lawn Masterplan development	New	1	\$ 1,000,000	1,000,000				\$1,000,000		
100-68 Total			Economic Dev/DDA Department Total				1,140,000	140,000	0	0	1,000,000	0	0

Capital Outlay Request

Organization:	City of Kingsland	Year:	2023-2024
Department:	ALL	Submitted by:	ALL FUNDS
Budget:	\$24,638,683		

Annual Capital Outlay Requests													
Dept	Account	Name	Description/Purpose	New or Used	Qty.	Unit Cost/Rate	Total	General 100	Grant Funds	SPLOST VIII 322	Capital Projects 350	Water 505	SW 540
Fleet Services													
100/505-70	4600-542500	Equipment	Fuel Master - Equipment/Software	Upgrade	1	\$ 20,000	20,000	\$15,000				\$5,000	
100/505-70	4600-542500	Equipment	Wheel balancer	New	1	\$ 5,000	5,000	\$3,750				\$1,250	
100/505-70	4600-542500	Equipment	Tire changer	New	1	\$ 5,000	5,000	\$3,750				\$1,250	
100/505-70 Total			Fleet Department Total				30,000	22,500	0	0	0	7,500	0
Water/Sewer Administration													
505-45	4450-542200	Vehicles	Vehicle - Pick up truck(meter technician)	New/Used	1	\$ 30,000	30,000					\$30,000	
100/505-70 Total			Fleet Department Total				30,000	0	0	0	0	30,000	0
Water /Sewer Operations													
505-90	4410-542100	Mach/Equip	Valve Exercise Machine	New	1	\$ 90,000	90,000					\$90,000	
505-90	4410-542100	Mach/Equip	Insertive Valves	New	1	\$ 20,000	20,000					\$20,000	
505-90	4335-542100	Mach/Equip	Pneumatic piercing missile	New	1	\$ 10,000	10,000					\$10,000	
505-90	4335-542200	Vehicles	Pick up truck (3/4 ton, utility)	New	1	\$ 75,000	75,000					\$75,000	
505-90	4410-542600	Mobile Equipment	Radio Project	New	1	\$ 68,570	68,570					\$68,570	
505-90	4335-541200	Site Impr	May Creek Sewer Improvements	Bonds	1	\$ 550,000	550,000					\$550,000	
505-90	4410-541400	Infrastructure	Water line extension to exit 1-Haddock Rd	Bonds	1	\$ 1,000,000	1,000,000					\$1,000,000	
505-90	4410-541400	Infrastructure	Water lines to serve CWP	Bonds	1	\$ 1,750,000	1,750,000					\$1,750,000	
505-90	4335-541400	Infrastructure	Sewer lines to serve CWP	Bonds	1	\$ 3,000,000	3,000,000					\$3,000,000	
505-90	4335-541400	Infrastructure	Pump station exit 1, force main	Bonds	1	\$ 3,000,000	3,000,000					\$3,000,000	
222-00	4335-541400	Infrastructure	CDBG-MIT Sewer line & manhole rehab, Greentree & Creekwood Lift Stations	Grant	1	\$ 904,580	904,580		\$904,580				
505-90 Total			Water/Sewer Operations Total				10,468,150	0	904,580	0	0	9,563,570	0
Water Treatment Plant													
505-90	4410-541400	Infrastructure	Refurbish well #3 at WTP #2	Upgrade	1	\$ 90,000	90,000					\$90,000	
505-90	4410-542100	Mach/Equip	Pumps at WP#2	New	3	\$ 10,000	30,000					\$30,000	
505-90	4410-541300	Buildings	New plant #3 & office (Gross Road)	Bonds	1	\$ 2,000,000	2,000,000					\$2,000,000	
505-90	4410-541400	Infrastructure	Kingsland West booster pump station	Bonds	1	\$ 500,000	500,000					\$500,000	
505-90 Total			Water Treatment Plant Total				2,620,000	0	0	0	0	2,620,000	0
Waste Water Treatment Plant													
505-90	4335-542200	Vehicles	Pick up trucks (1/2 ton, 2 wd)-sample testing	New	1	\$ 50,000	50,000					\$50,000	
505-90	4335-541200	Site Impr	Replace fencing at various lift stations	New	1	\$ 5,000	5,000					\$5,000	
505-90	4335-542100	Mach/Equip	Hach control boxes	New	1	\$ 3,000	3,000					\$3,000	
505-90	4335-542300	Furniture/Fixtures	A/C Replacement	New	1	\$ 10,000	10,000					\$10,000	
505-90	4335-542100	Mach/Equip	SBR Rehabilitation (includes decanter)	Rehab	1	\$ 80,000	80,000					\$80,000	
505-90	4335-542100	Mach/Equip	SCADA Equipment upgrades	Upgrade	1	\$ 110,000	110,000					\$110,000	
505-90	4335-542100	Mach/Equip	Drying beds, refurbish in-house	Upgrade	2	\$ 7,500	15,000					\$15,000	
505-90	4335-542100	Mach/Equip	Blowers	Replace	1	\$ 15,000	15,000					\$15,000	
505-90	4335-542100	Mach/Equip	Post pump	Replace	1	\$ 15,000	15,000					\$15,000	
505-90	4335-542100	Mach/Equip	Belt press	Bonds	1	\$ 440,000	440,000					\$440,000	
505-90	4335-541400	Infrastructure	Pipe Lining (Infiltration)	Upgrade	1	\$ 20,000	20,000					\$20,000	
505-90	4335-541400	Infrastructure	Lift Station upgrade - (Huntington Drive)	Upgrade	1	\$ 120,000	120,000					\$120,000	
505-90	4335-541400	Infrastructure	Lift Station upgrade -(various)	Upgrade	1	\$ 50,000	50,000					\$50,000	
505-90	4335-541400	Infrastructure	Manholes (various)	Upgrade	1	\$ 40,000	40,000					\$40,000	
505-90 Total			Waste Water Treatment Plant Total				\$973,000	\$0	\$0	\$0	\$0	\$973,000	\$0
Solid Waste Operations													
540-85	4510-542100	Mach/Equip	Rear loader garbage truck	New	1	\$ 250,000	250,000						\$250,000
540-85	4510-542100	Mach/Equip	Limb wagon	New	1	\$ 200,000	200,000						\$200,000
540-85	4510-542600	Mobile Equipment	Radio Project	New	1	\$ 22,860	22,860						\$22,860
540-85 Total			Solid Waste Department Total				472,860	0	0	0	0	0	472,860
Grand Total							\$24,638,683	\$2,495,811	\$904,580	\$3,300,000	\$4,240,962	\$13,224,470	\$472,860

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2023

COUNTY: CAMDEN	TAXING JURISDICTION: KINGSLAND
-----------------------	---------------------------------------

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2022 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2023 DIGEST
REAL	696,646,005	79,662,563	40,641,392	816,949,960
PERSONAL	32,701,598		7,278,262	39,979,860
MOTOR VEHICLES	4,692,410		7,610	4,700,020
MOBILE HOMES	2,392,206		151,850	2,544,056
TIMBER -100%	864,686		2,937,432	3,802,118
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	737,296,905	79,662,563	51,016,546	867,976,014
EXEMPTIONS	34,650,787	32,646,641	(19,082,124)	48,215,304
NET DIGEST	702,646,118	47,015,922	70,098,670	819,760,710
	(PYD)	(RVA)	(NAG)	(CYD)
2022 MILLAGE RATE:	6.500		2023 MILLAGE RATE:	6.100

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2022 Net Digest	PYD	702,646,118	
Net Value Added-Reassessment of Existing Real Property	RVA	47,015,922	
Other Net Changes to Taxable Digest	NAG	70,098,670	
2023 Net Digest	CYD	819,760,710	(PYD+RVA+NAG)
2022 Millage Rate	PYM	6.500	PYM
Millage Equivalent of Reassessed Value Added	ME	0.373	(RVA/CYD) * PYM
Rollback Millage Rate for 2023	RR - ROLLBACK RATE	6.127	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2023 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	6.127
	2023 Millage Rate	6.100
	Percentage Tax Increase	-0.44%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2023 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2023 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2023 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2023 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party Title Date

CITY AND INDEPENDENT SCHOOL MILLAGE RATE CERTIFICATION FOR TAX YEAR 2023

<http://www.dor.ga.gov>

Complete this form once the levy is determined, report this information in Column 1. E-mail a copy to local.government.services@dor.ga.gov or fax to (404)724-7011 and distribute a copy to your County Tax Commissioner and Clerk of Court. This form also provides the Local Government Services Division with the millage rates for the distribution of Railroad Equipment Tax and Alternative Ad Valorem Tax. Form must be remitted even if levy is zero.



Georgia Department of Revenue
Local Government Services Division
4125 Welcome All Road
Atlanta, Georgia 30349
Phone: (404) 724-7003

CITY NAME Kingsland		ADDRESS PO Box 250		CITY, STATE, ZIP Kingsland, GA 31548		
FEI # 58-6000601	CITY CLERK Jean Seigler-Horne	PHONE NO. 912-729-5613	FAX 912-729-8827	EMAIL jseigler@kingslandgeorgia.com		
OFFICE DAYS / HOURS M-F/8am-5pm	ARE TAXES BILLED AND COLLECTED BY THE () CITY OR () COUNTY TAX COMMISSIONER? LIST VENDOR, CONTACT PERSON AND PHONE NO. City/Harris Local Govt/Phone: 716-297-8005 ext. 322					
List below the amount & qualifications for each <u>LOCAL</u> homestead exemption granted by the City and Independent School System.						
CITY		INDEPENDENT SCHOOL				
Exemption Amount	Qualifications	Exemption Amount	Qualifications			
25,000	Senior over 65					
109,986	Disabled Veteran					
109,986	Surviving Spouse					
If City and School assessment is other than 40%, enter percentage millage is based on _____ %. List below the millage rate in terms of mills. EXAMPLE: 7 mills (or .007) is shown as 7.000. PLEASE SHOW MILLAGE FOR EACH TAXING JURISDICTION EVEN IF THERE IS NO LEVY.						
CITY DISTRICTS	DISTRICT NO.	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
List Special Districts if different from City District below such as CID's, BID's, or DA's	List District Numbers	Gross Millage for Maintenance & Operations	**Less Rollback for Local Option Sales Tax	Net Millage for Maintenance & Operation Purposes (Column 1 less Column 2)	Bond Millage (If Applicable)	Total Millage Column 3 + Column 4
City Millage Rate		9.625	3.525	6.100		
Independent School System						
Special Districts						
Georgia Gateway CID		1.000		1.000		
Kingsland Exit 3-TAD #1		0.000				
Kingsland TAD #2		0.000				
**Local Option Sales Tax Proceeds must be shown as a mill rate rollback if applicable to Independent School.						

Name of County(s) in which your city is located:

Camden

I hereby certify that the rates listed above are the official rates for the Districts indicated for Tax Year 2023

Date

Mayor or City Clerk

City of Kingsland
Public Meeting Notice
Adopting 2023 Millage Rate

The Kingsland Mayor and Council do hereby announce that the millage rate will be set at a public meeting on SEPTEMBER 25, 2023 at 6 P.M. and pursuant to the requirements of O.C.G.A. 48-5-32 do hereby publish the following presentation of the current year's tax digest and levy along with the history of the tax digest and levy for the past five years.

Current 2023 Tax Digest and 5-Year History of Levy

	City	2018	2019	2020	2021	2022	2023
VALUE	Real & Personal	\$459,298,438	\$482,564,353	\$499,484,187	\$580,154,619	\$729,347,603	\$856,929,820
	Motor Vehicles	7,707,980	6,468,940	5,510,930	4,876,230	4,692,410	4,700,020
	Mobile Home	2,413,626	2,286,514	2,472,330	2,442,620	2,392,206	2,544,056
	Timber 100%	4,899,905	2,192,114	891,258	425,083	864,686	3,802,118
	Gross Digest	474,319,949	493,511,921	508,358,705	587,898,552	737,296,905	867,976,014
	Less M&O Exemptions	17,292,699	20,998,918	22,701,954	27,207,725	34,650,787	48,215,304
	Net M&O Digest Value	457,027,250	472,513,003	485,656,751	560,690,827	702,646,118	819,760,710
	State Forest Land Asst. Grant Value	1,017,954	702,030	676,294	650,063	650,063	650,063
	Adjusted Net M&O Digest Value	458,045,204	473,215,033	486,333,045	561,340,890	703,296,181	820,410,773
RATE	Gross M&O Millage Rate	11.678	11.554	11.810	11.192	10.020	9.625
	Less Rollbacks (L.O.S.T.)	3.537	3.554	3.810	3.792	3.520	3.525
	Net M&O Millage Rate	8.141	8.000	8.000	7.400	6.500	6.100
TAX	Net Taxes Levied	\$3,728,946	\$3,785,720	\$3,890,664	\$4,153,923	\$4,571,425	\$5,004,506
	Net Taxes \$ Increase	\$152,480	\$56,774	\$104,944	\$263,258	\$417,503	\$433,081
	Net Taxes % Increase	4.26%	1.52%	2.77%	6.77%	10.05%	9.47%

Additional Millage Information:

Additional Millage Information:

The Georgica Gateway Community Improvement District millage rate is 1.00 mill.

City rollback consists of Local Option Sales Tax of \$3,059,721 (3.52 mills).

Tax Specialists of Georgia-Southeast, LLC

Sales & Use Tax Refund Engagement Agreement

In consideration of the mutual covenants contained herein, City of Kingsland (hereinafter referred to as, "Client") authorizes and engages **Tax Specialists of Georgia-Southeast, LLC** (hereinafter "TSG") as follows:

SERVICES TO BE PERFORMED:

1. TSG shall conduct a review of **Client's** records pertaining to any and all **Wastewater, Drinking-Water-Treatment, Solar Energy, or Landfill** projects as designated by **Client**. These projects shall be presumed to include the downtown sewer pump repair project and any other project as to which Client provides documents to TSG. Upon Client's transmission of any documents on a project to **TSG** such job shall be considered identified for the purpose of this agreement. The specific purpose of this review shall be the determination of the amount, if any, of Georgia Sales Tax paid by any and all general contractors or by their sub-contractors and/or by **Client** on purchases which qualify for Sales Tax exemption under Georgia's statutes (such items and those when totaled are hereinafter called the "Refundable Amount"). Because of Georgia's 3-Year Statute of Limitations, no project which has been completed prior to 3 years prior to the date of this agreement shall be included in the review.
2. The records to be reviewed shall include:
 - a. Client's Records: Documents pertaining to the project(s) to be reviewed, including project documentation such as a detailed description of the project, contact information for the contractor(s), and the periodic payment (Draw) documents from the contractor (s), including any and all Vendor invoices (to the contractor) which may be attached to the draw document. Client shall provide a minimal amount of its staff provide access to the project documents.
 - b. Contractor's records: The details of the review will be determined by a review of the invoices from each vendor to each contractor of the purchases of tangible personal property purchased by the contractor in the performance of the contract(s) to be reviewed. Tax Specialists of Georgia will make every effort to gain access to these records, but may request assistance from **Client**.
 - c. Taxes paid on each vendor invoice as well as taxes self-assessed by each contractor and paid directly to the State of Georgia.
3. TSG will file all of the necessary documentation required by the Georgia Department of Revenue in the Sales Tax Refund process, including the M7 application and the Claim for Refund, as well as the supporting documentation for each.
4. TSG will contact and/or meet with representatives of the Georgia Department of Revenue in any and all ways to assist in the prompt completion of the processing of the refund request(s).

CONFIDENTIALITY

5. Both parties hereby acknowledge that all data and/or information provided by **Client** or by project contractors to TSG shall be held in a confidential manner and not divulged except as may be required in the performance of this Agreement, in making claims to the taxing authorities or vendors or in obtaining other data as needed to conduct its review. This confidentiality shall not exceed that allowed by the Georgia Open Records Act. Should any person or entity make any claim for records under that Act on either party to this Agreement, that party shall - within one business day - notify the other party to allow that party to assert that such records are not covered by the Georgia Open Records Act.

COSTS IN CONDUCTING REVIEW

6. TSG shall bear all costs incurred in reviewing Client's records, in acquiring documentation, in preparing any required refund documents and the costs, if any, in appealing before the appropriate taxing agency. Should **Client** wish to appeal the denial of any part of the Claim for Refund to any judicial system (Superior Court, Tax Tribunal), the costs of such appeal shall be borne by **Client**.

Tax Specialists of Georgia-Southeast, LLC

Sales & Use Tax Refund Engagement Agreement

COMPENSATION TO TAX SPECIALISTS OF GEORGIA

7. In the event TSG does not discover any Refundable Amount as defined herein or if TSG believes that there is such a sum, but such position is denied by the Georgia Department of Revenue, **Client** is under no financial obligation to pay any sum to TSG.
8. In the event that (a) TSG discovers a Refundable Amount and (b) the Georgia Department of Revenue issues payment to **Client**, **Client** will notify TSG of the amount and the fact of payment, **immediately upon receipt and before deposit** of said sum. Whereupon, TSG will advise **Client** of TSG's best estimate of what has been denied in the refund claim and the extent to which such denial is justified or unlikely to be reversed on further appeal, whether interest appears to be properly added where owed, and the possible costs or delays of further appeal. Then, **Client** shall decide if the acceptance of the payment by deposit (which may waive further claims) is justified solely in **Client's** discretion.
9. **Client** shall pay TSG within ten (10) days of **Client's** receipt and acceptance of the tax refund, **twenty-five percent (25%)** of the total proceeds recovered from all filings made by Tax Specialists.

RESPONSIBILITIES OF CLIENT

10. **Client** shall be responsible:
 - a. for providing access to records relating to Projects.
 - b. for paying the sums as calculated under this Agreement.
 - c. for any and all consequences to Client for its failure to follow the laws of the State of Georgia regarding taxable sales by municipalities on services and products like, but not limited to, natural gas, cable television, broadband access, electricity, or product sales.
 - d. for electrical access sufficient to allow Tax Specialists to use its portable scanning equipment to copy records.
 - e. *To confirm if your city pays other sales tax (natural gas, etc.) ELECTRONICALLY ____ [initial]
[if you file electronically, TSG is required to work with you to file electronically.]*

In witness whereof, Tax Specialists of Georgia-Southeast, LLC and **Client** have executed this agreement, under seal, this ____ day of _____, 2023.

Tax Specialists of Georgia-Southeast, LLC
1908 Bent Pine Park
Statham, GA 30666

Phone: (770) 883-1383

City of Kingsland
P. O. Box 250
Kingsland GA 31548-0250

Phone: (912) 729-5613

By: _____

Print Name: William H. Branan, III

By: _____

Print Name: Lee H. Spell

Title: City Manager



The Nature Conservancy in Georgia
 1270 Caroline ST NE
 STE D120 # 357
 Atlanta, GA 30307-2954

Tel (404) 873-6946
 Fax (404) 873-6984
 Nature.org/Georgia

September 15, 2023

Lee H. Spell
 City Manager
 City of Kingsland, Georgia
 P.O. Box 250
 Kingsland, GA 31548
 912 729-5613

Dear Mr. Lee,

The Nature Conservancy in Georgia would like to request a modification to the existing agreement with the City of Kingsland for the project titled "Enhancing Floodplain Management in the City of Kingsland through Entry into the CRS Program". The current agreement is planned to end on September 30, 2023. We are requesting that the timeframe for the project be extended until March 31, 2024.

Please sign below if the modification request is approved.

The Nature Conservancy

City of Kingsland

Signed: _____

Signed: _____

Name: _____

Name Lee Spell

Title: _____

Title: City Manager

Date: _____

Date: _____



City of Kingsland
Online Solution for Interactive:
Planning/Zoning and Business License
Cloud-based Software Subscription
Bid Tabulation
9/20/2023

Vendor	Year 1	Year 2	Year 3	Year 4	Year 5
GovWell	\$20,000	\$20,600	\$21,218	\$21,855	\$22,510
GovBuilt	\$49,546	\$20,833	\$21,875	\$22,968	\$24,117
SmartGov/ Brightly	\$60,716	\$23,158	\$23,853	\$24,568	\$25,305

City of Kingsland
 Bid Tabulation
 4 Inch Double Diaphragm Pump
 Tuesday, August 29,2023 @ 2:00 PM

Contractor	Equipment Cost	Delivery Cost	Total Cost with Delivery	ETA
Holland Pump Company	\$18,495.00	\$950.00	\$19,445.00	30 Days
Rental Pump Parts, LLC	\$24,070.00	\$500.00	\$24,570.00	3 Days
Technology International, Inc.	\$26,000.00	Included in total cost	\$26,000.00	52 Weeks

Request for Proposal was advertised on the City, GMA websites and Georgia Procurement Registry

City of Kingsland
Bid Opening Tabulation
Multi-Purpose Response Vehicle/Commercial Cab Pumper
RFP #COK 23-025
Tuesday, September 12, 2023 @ 2:00 PM

Contractor	Cost	Anticipated Delivery Date
Fireline, Inc.	\$924,893.00	24-30 Months
Ten-8 Fire & Safety, Inc.	\$1,011,899.00	36 Months

Attachment: Bid Tabulation-Multi Purpose Response Vehicle Combination Cab Pumper (4272 : Bid Award: Purchase of Multi-Purpose

City of Kingsland
Bid Opening Tabulation
Triple Combination Pumper
RFP #COK 23-026
Tuesday, September 12, 2023 @ 2:30 PM

Contractor	Cost	Anticipated Delivery Date
Fireline, Inc.	\$559,899.00	24-32 Months
Ten-8 Fire & Safety, Inc.	\$599,975.00	36 Months

Attachment: Bid Tabulation-Triple Combination Pumper (4271 : Bid Award: Purchase of Triple Combination Pumper)

City of Kingsland
Bid Opening Tabulation
Street Sign Replacements
RFP #COK 23-027
Thursday, September 7, 2023 @ 2:00 PM

Contractor	Cost of Signs	Delivery Cost	Total Cost	Estimated Time of Delivery
Custom Products Corporation	\$9,073.65	\$612.11	\$9,685.76	35 Days
MD Solutions, Inc.	\$10,050.00	Included	\$10,050.00	45 Days
Georgia Correctional Industries	\$10,271.76	\$350.00	\$10,621.76	30 Days

City of Kingsland
Bid Tabulation
2000 Gallon Tanker
RFP #COK 23-023
Tuesday, August 22, 2023 @ 2:00 PM

Contractor	Cost of Tanker	Anticipated Start Date After NOA is Issued	Anticipated Delivery Date
Fouts Bros. Inc	\$347,690.00	5 Days	Feb. 2024
Pierce Manufacturing Inc./Ten-8 Fire & Safety, LLC	\$459,349.00	Immediatley	Aug-26
Fireline, Inc.	No Bid Submitted		

Request for Proposal was advertised on the City, GMA websites and Georgia Procurement Registry



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

Planning and Community Development Staff Report

City Council Meeting Date: September 25, 2023

Agenda Item: Temporary Alcohol License for Alex Wong, acting agent for Outerbanks Seafood and Steaks.

Summary: The applicant has applied for a 2-day temporary alcohol license for the purpose of selling beer/wine/liquor by the drink at the Kingsland Catfish Festival to be held on November 17th and 18th, 2023. The applicant currently has a City and State Alcohol License for his restaurant.

Zoning: C-1 (Downtown Business District)

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

Scott L. Kimball

Planning & Zoning Director



To: Scott Kimball, Planning & Zoning Department

From: Tonya Harvey, Downtown Department 

Date: August 3, 2023

Subj: Special Event Alcohol Permit Application for Kingsland Catfish Festival

I am writing on behalf of the Kingsland Downtown Development Authority (KDDA) regarding the upcoming Kingsland Catfish Festival. In the past, The KDDA has obtained special event alcohol permits to sell spirits during the festival. However, this year, we have secured the services of a hospitality vendor who will handle all alcohol-related sales for the event. We understand the importance of compliance with local alcohol regulations and have taken all the necessary steps to ensure a smooth and safe festival experience for all attendees. Our chosen hospitality vendor is a licensed and reputable entity that has extensive experience in managing alcohol sales at events of this scale.

Attached to this letter, you will find the Vendor's Special Event Alcohol Permit application, along with the accompanying approved City Special Event Permit #2023SEA-025 for the Kingsland Catfish Festival. The KDDA is sponsoring this application on behalf of the vendor and will work diligently to ensure the event adheres to all necessary regulations and guidelines.

Thank you for your attention to this matter and your ongoing support in making the Kingsland Catfish Festival a memorable and enjoyable event for the community. We look forward to working with you to ensure a successful and safe celebration.

Attachment: Outerbanks Temp Alcohol (4259 : Approval of: Temporary Alcohol License for Outerbanks Seafood and Steaks)

Permit Reference #: 2023AP-002



5871

CITY OF KINGSLAND
Temporary/Special Event Alcohol Beverage For Sale By Nonprofit Civic Organizations

Permit Application

Request the Sale of:

☒ Beer ☒ Wine ☒ Distilled Spirits

Organization Name: OUTERBANKS SEAFOOD & sTEAKS

Non-Profit Type: ☐ Non-Profit: 501(c) ☐ Non-Profit: 501(d) ☐ Non-Profit: 501(e)

Location of Event: HWY 17 & WILLIAMS

Date(s) of Event: Start Date: 11 / 17 / 2023 End Date: 11 / 18 / 2023

Event Start-time: 10:00 AM Event End-time: 7:00 PM

Applicant's Name: ALEX WONG

Mailing Address: 140 THE LAKES BLVD. SUITE h, KINGSLAND, GA 31548

Physical Address: 140 THE LAKES BLVD. SUITE h, KINGSLAND, GA 31548

Federal Tax ID #: 26-1389830

Applicant's Phone #: 912-729-5499 Applicant's Email: OUTERBANKS31548@YAHOO.COM

Alcohol Provided By: OUTERBANKS SEAFOOD & STEAKS

How will alcohol be dispensed? ☒ For Sale/Sold ☐ Give-away

Will There Be Entertainment at the Event? ☒ Yes ☐ No

Business catering food: N.A

Estimated # of Attendees: 5K-10K

Will the Event be Open to the Public? ☒ Yes ☐ No

Will There Be Security at The Event? ☒ Yes ☐ No

Copy of 501 designation attached? ☐ Yes ☐ No ☒ Not Applicable

Please sign and date this application acknowledging your responsibilities as the license holder to ensure all state and local laws governing the dispensing of alcohol, including the prohibition against serving to minors, are strictly enforced.

By signing below, you agree that you have read, understand & acknowledge your responsibilities as outlined in [City of Kingsland Ord. No. 2012-06, 8-27-2012 / Sec. 3-19.1. - Issuance Of Temporary Permit For Sale By Nonprofit Civic Organizations](#).

ALEX WONG

Print Name

Signature

8 / 7 / 2023

Date

Office Use		
Permitting Office:	Approved ☒	Disapproved ☐
Police Department:	Approved ☒	Disapproved ☐
City Manager Office:	Approved ☒	Disapproved ☐
Comments: <u></u> 8-8-23		
<u></u> 8-8-23		
<u></u> 8-8-23		

Rev. 07072022



CITY OF KINGSLAND
Temporary/Special Event Alcohol Beverage For Sale By Nonprofit Civic Organizations

HOW TO OBTAIN A TEMPORARY/SPECIAL EVENT ALCOHOL PERMIT

Please submit the completed application and payment no earlier than 120 days prior to the event, and no later than 15 business days prior to your event date.

Upon application to the Permitting Department and payment of an application fee as provided below, the City Manager (CM) shall be authorized to approve issuing a permit under the following conditions:

Any temporary event for which dispensing of alcoholic beverages is requested must be:

1. All applications for a temporary/special permit must be submitted to the City of Kingsland Permitting Office at least **15 business days** prior to the date of the event, unless waived by the City Manager.
2. Any licensee holding an annual City Alcohol Beverage License for on premises consumption is strictly prohibited from serving alcoholic beverages purchased from a state wholesaler for sale on their licensed premises under the issuance of a special alcoholic beverage permit.
3. All applicants and permit holders must comply with all state statutes governing the sale of alcoholic beverages and all sections of this ordinance governing such sale.
4. The permit granted under this section shall be deemed to be a privilege permit. The application shall be processed in accordance with this Code and shall be presented to the City Manager, who will take such action as deemed appropriate.
5. No such event shall exceed three (3) days, including Sunday, for which the City Manager shall have authority to waive normal Sunday regulations if circumstances warrant such waiver.
6. The fee for such permit shall be \$180.00 per permit and shall be paid at the time of application.

SPECIAL EVENT ALCOHOL PERMIT CHECKLIST

- ☒ Copy of documented non-profit status (Required for ALL non-profit organizations)
- ☒ Copy of contract for event
- ☐ Government issued photo identification
- ☒ Letter of consent from property owner
- ☒ Check/cash or money order payable to City of Kingsland for \$180.00

City of Kingsland Ord. No. 2012-06, 8-27-2012) Sec. 3-19.1. - Issuance of temporary permit for sale by nonprofit civic organizations.

The temporary permit may be issued as hereinafter set out:

- (1) Upon the filing of an application and payment of a fee of \$180.00 by a bona fide nonprofit civic organization to the city, the council may issue a permit authorizing the organization to sell alcoholic beverages for consumption on premises for a period not to exceed three days, subject to any provision of the ordinance from which this section was derived or state law regulating the time for the selling of such beverages. The fee is for the city's administrative costs, including advertising, in processing the application.
- (2) No more than six permits may be issued to an organization in any one calendar year pursuant to the ordinance from which this section was derived. The organization must also obtain a permit from the state revenue commissioner.
- (3) The permit issued to this section shall be valid only for the place specified in the permit. All permits for festivals and benefits conducted by nonprofit civic organizations shall specify that all sales and consumption shall be within a predefined controlled area enclosed by a tent or fencing, and that all beverages are served in paper or plastic containers. No permit may be issued unless sale of distilled spirits, malt beverages or wine is lawful in the place for which the permit is issued.

September 07, 2023

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

RE: Kingsland Fire Rescue Station #4 Addition & Alteration
Change Order #2

Lee,

Please see the cost below for the change order for the new work in the Training Room

New work in existing area (Training Room) - 1060 sqft.

New LVP floors $\$7.50 \times 1060 = \$7,950.00$

New ACT ceilings $\$8.00 \times 1060 = \$8,480.00$

New Bathroom Vanity/Toilet accessories = \$2,800.00

New Paint $\$3.05 \times 1060 = \$3,445.00$

Total Cost of change order = \$25,075.00

Sincerely,



Scott Johnson, Vice President
Bent Pine Construction

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is made and entered into effective as of the 11th day of September, 2023 (the “Effective Date”), by and between CITY OF KINGSLAND, GEORGIA (the “City” or “Applicant”) and DEBRISTECH, LLC, a Mississippi limited liability company (the “Contractor”).

RECITALS

WHEREAS, the City desires to engage Contractor to perform certain Contractor Services (as hereinafter defined) and Contractor desires to perform such Contractor Services, all on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duties of Contractor. Effective as of the date of this Agreement, Contractor agrees to supply personnel as specifically requested in writing by the City to perform the services described in Exhibit A attached hereto (collectively, the “Contractor Services”).
2. Independent Contractor Relationship. Contractor is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations in connection with the personnel supplied and services provided by Contractor pursuant to this Agreement, including, but not limited to, workers’ compensation insurance and unemployment insurance. Nothing in this Agreement shall be deemed to create an agency, partnership, or joint venture between the parties, nor shall this Agreement be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Contractor. Neither party hereto has the authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf the other party. It is expressly understood that the Contractor is an independent contractor in every respect.
3. No Exclusive Duty. The Contractor shall devote sufficient time, attention, personnel and other resources to perform the Contractor Services, provided, however, the Contractor shall not be required to perform work exclusively for the City and Contractor may have other business interests and may engage in other activities in addition to those relating to the City.
4. Term. The term of this Agreement shall commence on the Effective Date and terminate on August 31, 2024, subject to the provisions of Paragraphs 5 and 6 (the “Initial Term”). Upon expiration of the Initial Term, this Agreement shall continue for (4) additional one-year terms as set forth in Section 5 below or otherwise extended pursuant to mutually agreeable written terms.
5. Termination. Either party shall have the right to terminate this Agreement immediately upon written notice thereof to the other party, if such other party breaches any of the material terms of this Agreement or fails to perform or observe any of its material obligations hereunder, and such breach or failure is not cured within a period of thirty (30) days after the receipt

by such party of written notice of such breach or failure specifying the nature of the breach or failure. The City or Contractor may terminate this Agreement for convenience and without cause at any time for any reason without any further obligation to the other party by providing the other party with two (2) days written notice. In the event of termination in accordance with this Paragraph, the City shall pay Contractor for services rendered (as set forth in Paragraph 6 of this Agreement) through the effective termination date and the City shall be liable for the same until such amounts are fully and finally settled.

(a) Authority to Modify, Change or Direct Work. The City understands and agrees it is important for Contractor to receive any and all Project directives, changes, guidance and other scope-related correspondence (collectively "Directives") from authorized representatives of the City. As such, the City designates the below listed individuals as City representatives authorized to issue Directives to Contractor on the City's behalf. In the event any additional City representatives are designated for this Project, the City shall promptly notify Contractor of such designation(s) in writing.

Owner-designated representative: City Manager, Public Works Director, Assistant Public Works Director.

6. Compensation. The City will pay Contractor an hourly rate for the personnel provided by Contractor pursuant to the payment schedule attached to Exhibit B. For each hour of services provided by any Contractor personnel in excess of forty (40) hours per week, the City will pay Contractor at one and one-half times (1.5x) the hourly rate on Exhibit B. In addition, the City shall reimburse Contractor for all vehicle mileage and per diem expenses (including lodging and meals) incurred by the Contractor's personnel. Contractor agrees to track the number of hours worked per week and to provide invoices for services rendered to the City on a weekly basis. Payment shall be due from the City to the Contractor within fifteen (15) days of the regular meeting of the Mayor and City Council immediately following receipt of the invoice. For any amounts more than sixty (60) days overdue, Contractor shall have the right to suspend its provision of the Contractor Services until such payment is received. In no event shall the amount payable under this Agreement exceed **\$1,000,000.00** (the "Cap"). If the Contractor performs services such that the amount payable under this Agreement reaches the Cap, this Agreement shall automatically terminate unless the parties agree to amend this Agreement to increase the amount of the Cap.

7. Taxes. Contractor shall be solely responsible for the payment of all taxes and/or assessments imposed on the payments of compensation for the performance of services outlined herein, including, without limitation, any unemployment insurance or tax, self-employment tax, federal, state and foreign income taxes, and any federal social security payment or similar taxes (and Contractor shall provide evidence to the City, upon the City's request, that such have been paid). Notwithstanding, the City may withhold from any amounts payable under this Agreement such federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation; provided, however, that the City shall provide the Contractor with written substantiation of withholding and remittance of such taxes upon Contractor's request.

8. No Breach. Each party hereby represents and warrants to the other party that: (a) it has all right, power and authority to grant the rights granted herein and to perform all of its obligations hereunder; (b) by entering into this Agreement and performing the obligations herein, it will not breach or violate any agreement, charter, instrument or other document to which it is a party or otherwise bound; and (c) it is currently in compliance and, throughout the term of this Agreement, it shall comply, in all material respects, with all applicable laws, rules and regulations.

9. Non-Disclosure. In connection with the Contractor Services, the City may be exposed to certain information that Contractor considers to be confidential or proprietary, or which is otherwise designated by the Contractor as confidential or secret (collectively, “Confidential Information”). During the term of this Agreement and for three (3) years thereafter, the City: (a) shall use reasonable care to protect all Confidential Information it receives; (b) shall not use Confidential Information for any purpose unrelated to the Contractor Services; and (c) shall not, directly or indirectly, disclose any Confidential Information to any third party except to such of the City’s employees, agents and representatives who have a need to know such information for purposes of the Contractor Services and are bound by confidentiality obligations no less restrictive than those imposed on the City under this Agreement. The City shall be responsible for any unauthorized disclosure or use of Confidential Information by the City’s employees, agents and representatives.

The obligations set forth in this Paragraph 9 shall not apply to such Confidential Information which (i) is or becomes generally available to the public other than as a result of a disclosure by the City; (ii) was available to City on a non-confidential basis prior to its disclosure by the Contractor or its agents; or (iii) becomes available to City on a non-confidential basis from a source other than the Contractor or its agents.

Notwithstanding the foregoing, if City is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, City shall promptly notify the Contractor of such request(s) so that the Contractor may seek an appropriate protective order or waive compliance with the provisions of this Agreement. City agrees to cooperate fully with the Contractor in seeking any protective order. If, in the absence of a protective order or the receipt of a waiver hereunder, City is, nonetheless, in the reasonable opinion of their counsel, compelled to disclose any such Confidential Information or else stand liable for contempt or suffer other censure or penalty, then it may disclose such information pursuant to such request or requirement without liability hereunder.

10. Dispute Resolution.

(a) Should any dispute between the Parties arise under this Agreement (a “Dispute”), written notice of such Dispute shall be delivered from one party to the other and thereafter, the parties, through their appointed representatives or designees (each an “Authorized Representative”), shall first meet and attempt to resolve the Dispute in face-to-face negotiations. This meeting shall occur within thirty (30) days of the date on which a written notice of such Dispute is received from the complaining party.

(b) If no resolution is reached through the informal process set forth in Section 10(a) above, at the direction of either party’s Authorized Representative, the parties shall engage in non-binding mediation for a period of no less than sixty (60) days (or such longer period as may be mutually agreed by the parties) (the “Mediation Period”). The mediation shall be conducted in Kingsland, Georgia by a single mediator mutually selected by the parties. The parties shall share equally in the fees of the mediator. If the Dispute remains unresolved following the Mediation Period, either party may seek any remedy at law or in equity that may be available. Any disputes shall be brought in the Circuit Court of Camden County, Georgia.

11. Relationship with Debris Removal Contractor. The City acknowledges and understands that the Contractor's relationship with the debris removal contractor is limited to documenting the work that is performed by the debris removal contractor. The City further acknowledges that the Contractor does not direct the operations of the debris removal contractor nor does the Contractor have any control over the acts or operations of the debris removal contractor.

12. Insurance. Contractor shall maintain as a condition precedent to this Agreement an approved and satisfactory general comprehensive liability insurance policy in the minimum amount of \$1,000,000.00, and naming the City, its employees and elected officials as additional insureds. Such general comprehensive insurance, the premiums for which have been paid by the Contractor, shall cover any claim for damages of whatever nature brought by any person, corporation or business entity against the Contractor, the City, its employees, named insureds, or additional insureds, or any of them arising out of or in any manner connected with the services provided to the City. A certificate of insurance shall be provided by its producing agent to the City prior to the Contractor's beginning work under this Agreement.

Contractor shall furnish the City as a condition precedent to this Agreement evidence of approved and satisfactory workers' compensation insurance providing workers' compensation insurance to Contractor's employees, unless Contractor is not required by law to have such insurance coverage.

13. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written consent of the City, which shall not be unreasonably withheld.

14. Solid Waste Disposal Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Solid Waste Disposal Act of 1965, as amended (42 USCA § 6901, et seq.).

15. Contract Work Hours and Safety Standards Act.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. (3) Withholding for unpaid wages and liquidated damages.

The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

16. Clean Air Act. Where applicable, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

17. Federal Water Pollution Control Act (Clean Water Act). Where applicable, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the nonfederal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

18. Energy Policy and Conservation Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable federal, state and local laws pertaining to energy efficiency, including but not limited to, the Energy Policy and Conservation Act, as amended (42 U.S.C.A § 6201 et seq.).

(a) The Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and

establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

19. Byrd Anti-Lobbying Amendment. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Byrd Anti-Lobbying Amendment (42 U.S.C. § 1352, et seq.).

20. Non-Discrimination.

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

(d) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of

Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees

that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

21. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) Prohibitions. (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions. (1) This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. (2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment

or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement. (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

22. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

23. Access to Records. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

24. DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

25. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

26. No Obligation by Federal Government. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

27. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

29. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification attached as Exhibit D. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

30. Affirmative Socioeconomic Steps. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

32. Force Majeure. Except with respect to payment obligations under this Agreement, neither party hereto shall be liable for any failure to perform due to strikes, riots, civil disturbances, acts of terrorism, wars, failures or fluctuations in electrical power or telecommunications equipment, or any other cause beyond such party's reasonable control (each an "Event of Force Majeure"). The parties shall use their commercially reasonable efforts to minimize the consequences of any Event of Force Majeure.

33. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This

Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Contractor:

DebrisTech, LLC
Attn: Brooks Wallace
923 Goodyear Boulevard
Picayune, Mississippi 39466

If to the City:

City of Kingsland, Georgia
Attn: City Manager
PO Box 250
Kingsland, Georgia 31548

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The parties' respective rights under this Agreement are cumulative and either party's exercise or enforcement of any right or remedy under this Agreement will not preclude such party's exercise or enforcement of any other right or remedy which such party is entitled to enforce at law or in equity.

(e) Contractor's or the City's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Contractor or the City may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) If any provision of this Agreement shall be deemed unlawful, void or unenforceable for any reason, it shall be deemed severable, and in no way shall affect the validity or enforceability of, the remaining provisions of this Agreement.

(g) This Agreement shall not be construed or interpreted in favor of or against Contractor or the City on the basis of draftsmanship or preparation of the Agreement.

(h) From and after the date this Agreement is signed by both City and Contractor, this Agreement shall supersede all prior and contemporaneous agreements and understandings between Contractor and the City, whether written or oral, with respect to the subject matter hereof.

(i) This Agreement can only be amended or modified in a written document signed by both Contractor and the City.

(j) All rights and obligations of the parties hereto that either expressly, or by their nature, survive the expiration or termination of this Agreement shall survive such expiration or termination.

(k) This Agreement and any amendment, waiver, approval or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver, approval or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

IN WITNESS WHEREOF, the parties have executed this Independent Contractor Agreement as of the date first written above.

-CONTRACTOR-

-CITY-

DEBRISTECH, LLC

CITY OF KINGSLAND,
GEORGIA

By: _____
Brooks R. Wallace, President

By: _____
Lee H. Spell, City Manager

EXHIBIT A

SCOPE OF SERVICES

- I. The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other areas designated as eligible by the City. Specific services

BACKGROUND

The City requires management, recovery, and consulting services related to disaster recovery. Upon request of the City other services may include, but not limited to, facilitating communication with FEMA, FHWA, the State of Georgia and other agencies, coordination with insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

II. SCOPE

A. DISASTER DEBRIS MONITORING SERVICES

may include:

- a. Providing technical support and guidance in selecting a debris removal contractor. This shall include the preparation, review and recommendations of Request for Proposals and/or Bids for debris removal.
- b. Coordinating daily briefings, work progress, staffing, and other key items with the City.
- c. Support with the selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and other permitting/regulatory issues as requested.
- d. Scheduling work for team members and contractors on a daily basis.
- e. Hiring, scheduling, and managing field staff.
- f. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- g. Assisting the City with responding to public concerns and comments.
- h. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.

- i. The Debris monitoring company shall utilize an Electronic Ticketing System to generate electronic debris load tickets for each load of debris generated. The Electronic Ticketing System shall capture a digital photograph, GPS coordinates, Electronic Signature, and a timestamp for each load of debris generated as it is loaded and as it dumped. The System shall also capture before and after photos of each Leaner, Hanger, and Stump removed along with GPS coordinates and timestamps. This information shall be transmitted electronically to a central information database that provides real time access to debris removal activities via a web-based interface. Along with the digital records, the system shall also have the ability to generate paper receipts in the field for redundancy and debris removal crew validation if requested by the City at no additional cost. The System shall also be capable of providing a real time connection to the City's GIS system and shall be customizable to meet specific needs of the City with no additional cost to the City. The purpose of the Electronic Ticketing System is to provide the City with complete documentation of every load of debris generated for auditing and reimbursement purposes.
- j. Developing daily operational reports to keep the City informed of work progress.
- k. Development of maps, GIS applications, etc. as necessary.
- l. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
- m. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.
- n. Final report and appeal preparation and assistance.

END OF SCOPE

EXHIBIT B
PAYMENT SCHEDULE

Debris Monitoring Positions	Paper-Based Ticketing	Automated Ticketing
	Hourly \$ Rate	Hourly \$ Rate
Project Manager	\$ 67.50	\$ 67.50
Operation Managers	\$ 57.50	\$ 57.50
Field Supervisors	\$ 45.00	\$ 45.00
GIS Analyst	\$ 55.00	\$ 55.00
Environmental Specialists	\$ 50.00	\$ 50.00
Billing/Invoicing/Data Managers	\$ 55.00	\$ 55.00
Project Coordinators	\$ 0.00	\$ 0.00
Load Ticket Data Entry Clerks	\$ 0.00	\$ 0.00
Collection Crew Monitors	\$ 34.25	\$ 34.25
Tower Monitors	\$ 34.25	\$ 34.25
Residential Drop-off Monitors	\$ 34.25	\$ 34.25
Automated Ticketing Specialists		\$ 0.00

Grant Management Consulting Positions	Hourly \$ Rate
Senior Grant Management Consultant	\$ 125.00
Grant Management Consultant	\$ 95.00
Administrative Assistant	\$ 25.00
Grand Total	\$ 245.00

Emergency Management Consulting Positions	Hourly \$ Rate
Senior Planner	\$ 65.00
Planner	\$ 50.00
Grand Total	\$ 115.00

*The hourly labor rates shall include all applicable overhead and profit.
Lodging, meals, and incidentals will be billed at the most current GSA per diem rate for the area. Mileage will be reimbursed at the most recent IRS published rate.
All other direct project expenses will be reimbursed at cost without mark-up.*

EXHIBIT C**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

- (2) The CONTRACTOR further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONTRACTOR shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONTRACTOR for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONTRACTOR) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONTRACTOR) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Emergency Management Agency, in connection with the Agreement involving participation of federal disaster relief funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this day of _____, 20____.

DebrisTech, LLC

Brooks Wallace, President

ATTEST: _____
Notary

EXHIBIT D**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION****APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING****Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, DebrisTech, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Brooks Wallace, President

Date

STATE OF GEORGIA**COUNTY OF CAMDEN****INTERLOCAL AGREEMENT FOR DISASTER DEBRIS SERVICES**

THIS AGREEMENT made and entered into this ___ day of September 2023, by and between the City/Town of St Marys, Georgia, a political subdivision of the State of Georgia, (hereinafter referred to as “City” or “Town”) and, the City of Kingsland, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Kingsland”).

WITNESSETH

WHEREAS, on July 5, 2023, the City entered into a contract with DRC Emergency Services, LLC, (hereinafter referred to as “Contractor”), for Disaster Debris Removal Services (hereinafter referred to as the “Contract”) after a competitive bidding process under a RFP dated March 14, 2023; and

WHEREAS, it is in the public interest to provide for the expedient management performance of disaster removal services throughout city limits of Kingsland; and

WHEREAS, without being able to quickly remove storm debris, the health and safety of all citizens could be at serious risk, and;

WHEREAS, the immediate availability of experienced prime disaster debris management contractors may be severely limited during a natural or man-made disasters; and

WHEREAS, Contractor has the experience, equipment, manpower, general ability and resources, as well as the necessary permits and licenses to perform all related debris and other related storm services required under the Contract; and

WHEREAS, for greater economy and efficiency and to benefit its citizens, the City has agreed to contract with Kingsland to provide services to Kingsland for Disaster Debris Removal Services.

NOW, THEREFORE, the City and Kingsland, each through their authorized representative/official, agree as follows:

1. In order to protect the citizens from immediate health and safety hazards in the event of a disaster, the City agrees to provide to Kingsland Disaster Debris Removal Services through its Contract with the Contractor.
2. The Kingsland agrees to keep records of all disaster debris removal expenses and activities and to provide those to the City as necessary for the City to be reimbursed by FEMA or the State of Georgia.
3. The City agrees to file any necessary paperwork with FEMA and/or the State of Georgia to be reimbursed for eligible activities.

4. Kingsland agrees to pay the Contractor for work conducted under City's Contract performed within Kingsland's jurisdictional limits.
5. The City delegates to Kingsland all authority to direct the execution of the scope of services of the Contract within Kingsland's jurisdictional boundaries.
6. Kingsland agrees to bear any portion of the costs associated with the work performed under the Contract within Kingsland's jurisdictional limits, which is not eligible for reimbursement by FEMA, or the State of Georgia, and agrees that the City shall bear no responsibility for any cost, damage, or liability arising from the services performed under the Contract which occurs within Kingsland's jurisdictional limits.
7. The term of this Interlocal Agreement shall be the same as that under the Contract including any extensions, change orders or modifications to the term of that agreement unless sooner changed hereunder.
8. Kingsland may terminate this Interlocal Agreement at any time for any reason by notifying the City in writing.
9. The City shall ensure that the Contractor supply a separate point person for contact by Kingsland for work performed within the Kingsland's jurisdictional limits.
10. The Recitals form part of this Interlocal Agreement.

IN WITNESS WHEREOF, and as the duly authorized act of the governing bodies, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and to be attested by their respective Clerks the day and year first above written.

City of St. Marys, Georgia

By: _____
Signature and Title

ATTEST:

Signature

Kingsland, Georgia

By:_____
Signature and Title

ATTEST:

Signature

ACCEPTED BY: DRC Emergency Services, LLC

Kristy Fuentes, Vice President

ATTEST:

Signature

**STATE OF GEORGIA
CAMDEN COUNTY**

**CITY OF KINGSLAND
SERVICES CONTRACT**

This Services Contract (this "Contract") made and entered into as of September 25, 2023 by and between the **CITY OF KINGSLAND, acting by and through its Mayor and City Council (the "City")** and the **CAMDEN COMMUNITY CRISIS CENTER, INC.**, a non-profit corporation created pursuant to the laws of the State of Georgia (**the "Center"**).

RECITALS

WHEREAS, under the laws of the State of Georgia, family violence between past or present spouses, persons who are parents of the same child, parent and children stepparents and stepchildren, for the parents and foster children, or other persons living or formerly living in the same household is a continuing problem; and

WHEREAS, the Police Department of the City of Kingsland is required to intervene in family violence situations to protect certain innocent person or persons from scenes of actual or potential violence; and

WHEREAS, the Center provides a shelter for victims of family violence when the Police Department finds it necessary for the safety of the victim or potential victim to be removed from an unsafe environment; and

WHEREAS, the Center provides food, shelter, and clothing and other services for victims(s) of family violence; and

WHEREAS, the city desires to retain the services of the Center to provide a safe shelter to residents of the City of Kingsland exposed to or a victim of family violence.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the promises and the mutual covenants, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals

The recitals herein set forth are true.

2. Terms of Contract

This Contract shall be for an initial period of one (1) year commencing on January 1, 2023 and terminating on December 31, 2023, unless sooner terminated in accordance with the provisions of this Agreement, or as extended by written agreement of the parties.

3. Payment

The City shall pay to the Center for its services to victims of family violence the sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$ 7,500.00), per year, which shall be payable on the 1st day of January of each year, until this Contract is terminated.

4. Event of Default; Remedies

The following occurrences shall constitute Events of Default hereunder:

- (a) Center fails to provide the services required of Center over a period time, in family violence situations; or
- (b) Fails to assist the City Police in family violence occurrences; or
- (c) Dissolution of the existence of the Center; or
- (d) Any legal or equitable action is commenced against Center which, if adversely determined, could reasonably be expected to substantially impair the ability of the Center to perform each and every obligation under this Contract.
- (e) Upon the occurrence of any Event of Default, the City may declare this Contract null and void without prior notice to the Center. All unearned city Funds shall be returned to the City.

5. Remedies Cumulative

The remedies provided for the City herein shall not be exclusive but shall be concurrent, in addition to and cumulative of any other remedies the City may have by law. The failure to seek or exercise any remedy shall not be deemed a waiver or foreclose any subsequent remedy.

6. General Conditions

- (a) No Waiver. No Waiver or any provision of this Contract shall waive any other provision of this Contract or preclude the City from declaring a default if the Center is unable to satisfy any such provisions or perform hereunder.
- (b) Notices. All notices hereunder shall be in writing and shall be deemed to

have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail to the other party hereto at the

address set forth herein, with instruction to show to whom delivered and return receipt requested. Each party may notify the other by the same process of any change of such address. Loan requests, disbursements and other routine contract administration may be conducted by regular mail.

If to City: CITY OF KINGSLAND
ATTN: City Manager
P.O. Box 250
Kingsland, Georgia 31548

With a Copy to (which shall not constitute notice):

CITY OF KINGSLAND CITY ATTORNEY
Stephen Blackerby
Brown, Reddick, Bumgartner
5 Glynn Avenue
Brunswick, Georgia 31520

If to Center: CAMDEN COMMUNITY CRISIS CENTER
ATTN: Director
P.O. Box 5159
St. Marys, GA 31558

7. Assignment

This Contract may not be assigned by the Center without the advance written consent of the City.

8. Continuity

This Contract shall be binding upon the legal representative, successors and assigns of each party and shall inure to their benefit; provided, however, that nothing herein said shall be deemed to limit any restriction on assignment imposed upon the Center.

9. Counterpart.

This Contract is executed in two counterparts, which are separately numbered, but each of which is deemed one and the same instrument as the other.

10. Entire Agreement

This Contract contains the entire terms of this agreement and transaction. They may not be changed, waived or discharged in whole or in part, except by written instrument executed by the party sought to be charged therewith.

11. Severability

If any provision of this Contract, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, any remaining provisions of this Contract shall survive and be applied, and together with the invalid or unenforceable portion shall be construed, reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

12. Time of Essence

Time is of the essence of this Contract.

13. Georgia Contract

This Contract shall be governed by and construed in accordance with the laws the State of Georgia.

IN WITNESS WHEREOF, the CAMDEN COMMUNITY CRISIS CENTER,

INC. AND THE CITY OF KINGSLAND have caused these presents to be signed, sealed and delivered all as of the date hereof.

CAMDEN COMMUNITY CRISIS CENTER, INC.

CITY OF KINGSLAND, GEORGIA

By: _____
Director

By: _____
Dr. C. Grayson Day, Jr., Mayor

Attest: _____
Treasurer

Attest: _____
City Clerk