



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • JANUARY 22, 2024

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 Daniel Black, Owner of Wee Pub -

Daniel Black, owner of Wee Pub has applied for a temporary alcohol license for the sale of beer/wine/liquor by the drink at the 2024 Kingsland Mardi Gras Festival to be held February 9th and 10th, 2024 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

1. Recognition of Winners of the Home for the Holidays Lights Contest -
Overall Best - Matt Metty - #459 - 403 East King Avenue
Merry & Bright - Josh Cox - #466 - 149 North Gross Road, #22A

Incredible Inflatables - Lourdes McLaine - #456 - 101 Lake Wisteria Drive

Best Business - Mellissa Clark - #468 - Camden County Library

People's Choice - Jason Walker/Walker Family - #457 - 238 Lake Forest South

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

1. Appointment to: Camden County Board of Health -

A six-year appointment of a Consumer or Licensed Nurse interested in promoting Public Health; appointed by the governing authority of the largest municipality in the county.

IX. NEW BUSINESS

1. Approval Of: Camden Connection Lease Agreement -

A 2-year lease agreement between the City of Kingsland and Camden Connections for a portion of real property located at 500 East King Avenue.

2. Approval of: Temporary Alcohol License for Daniel Black, owner of Wee Pub -

Daniel Black, owner of Wee Pub has applied for a temporary alcohol license for the sale of beer/wine/liquor by the drink at the 2024 Kingsland Mardi Gras Festival to be held February 9th and 10th, 2024 in downtown Kingsland.

3. Adoption of Ordinance 2024-05 - Amendment to Chapter 23, Article III, Wrecker Services -

This amendment updates requirements for the rotational wrecker list, updates the time allowed to arrive on scene, and updates the maximum towing, storage and clean up fees (if applicable.)

Staff Recommends Approval

4. Approval of: Statewide Mutual Aid and Assistance Agreement with The State of Georgia -

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for Mutual aid assistance in emergencies.

Staff Recommends Approval

5. Approval Of: Matching Funds for Georgia Emergency Management Agency / Homeland Security Generator Grant -

The City will use grant funds to purchase 1 emergency generator for the Kingsland Welcome Center and 1 emergency generator for Kingsland City Hall. The grant amount is \$381,000 with matching funds not exceed \$94,250.

6. Approval Of: FY 2024-2025 Cycle 27 Coastal Incentive Grant Resolution -

Resolution #2024-02 of the City of Kingsland City Council authorize staff to apply for a Coastal Incentive Grant through the Georgia Department of Natural Resources Coastal Resources Division. The current budget includes zero cash match over a two-year program cycle.

Staff recommends approval

7. Bid Award: Georgia Real Estate Broker Services -

The City is seeking a Georgia real estate broker to provide real property brokerage services and assist staff in marketing the sale of surplus City-owned real property.

Staff recommends Bob Piljay with Watson Realty Corporation.

8. Approval Of: 2024 Section 125 POP Adoption Agreement and Resolution -

With the Section 125 Premium Only Plan, employees save an average of 30% on insurance premiums they pay through payroll deduction. Also, for every \$1000 of insurance our employees deduct (pre-tax) from their payroll checks, the city saved about \$80 in FICA taxes. Our current annual POP savings is approximately, \$177,758.00.

Staff recommends approval

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4383)

Meeting: 01/22/24 06:00 PM
Department: City Clerk
Category: Public Hearing
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4383

1.1

Public Hearing for the Purpose of Considering a Temporary Alcohol License for Daniel Black, Owner of Wee Pub

Daniel Black, owner of Wee Pub has applied for a temporary alcohol license for the sale of beer/wine/liquor by the drink at the 2024 Kingsland Mardi Gras Festival to be held February 9th and 10th, 2024 in downtown Kingsland.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4385)

Meeting: 01/22/24 06:00 PM
Department: City Clerk
Category: Recognition
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4385

Recognition of Winners of the Home for the Holidays Lights Contest

Overall Best - Matt Metty - #459 - 403 East King Avenue
Merry & Bright - Josh Cox - #466 - 149 North Gross Road, #22A
Incredible Inflatables - Lourdes McLaine - #456 - 101 Lake Wisteria Drive
Best Business - Mellissa Clark - #468 - Camden County Library
People's Choice - Jason Walker/Walker Family - #457 - 238 Lake Forest South



City Council
107 South Lee Street
Kingsland, GA 31548

TABLED

AGENDA ITEM (ID # 4358)

Meeting: 01/22/24 06:00 PM
Department: City Clerk
Category: Appointment
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4358

8.1

Appointment to: Camden County Board of Health

A six-year appointment of a Consumer or Licensed Nurse interested in promoting Public Health; appointed by the governing authority of the largest municipality in the county.

HISTORY:

01/16/24

City Council

TABLED

Next: 01/22/24

**BY-LAWS
OF
CAMDEN COUNTY BOARD OF HEALTH**

ARTICLE I

NAME: This Board of Health is a creation of Title 31-3, *Official Code of Georgia Annotated* (O.C.G.A.), which establishes a county Board of Health in each and every county of the state. Consequently, this Board of Health is named the Camden County Board of Health.

ARTICLE II

FUNCTIONS AND POWERS: The functions and powers of the Camden County Board of Health are those given it by Titles 31-3-4 and 31-3-5 of the *Official Code of Georgia Annotated*.

A: FUNCTIONS

The Camden County Board of Health functions are:

- 1) To determine the health needs and resources of its jurisdiction by research, and by collection, analysis, and evaluation of all data pertaining to the health of the community;
- 2) To develop, in cooperation with the health department, programs, activities, and facilities responsive to the needs of its area;
- 3) To secure compliance with the rules and regulations of the health department and have local application; and
- 4) To enforce, or cause enforcement of, all laws pertaining to health unless the responsibility for the enforcement of such laws is that of another agency.

B: POWERS

The Camden County Board of Health is empowered to:

- 1) Establish and adopt By-Laws for its own governance. Meetings shall be held at least four (4) times per year.
- 2) Exercise responsibility and authority in all matters within the county pertaining to health unless the responsibility for enforcement of such is By-Laws of another agency;

- 3) Take such steps, as may be necessary, to prevent and suppress disease and conditions deleterious to health and to determine compliance with health laws and rules, regulations, and standards adopted;
- 4) Adopt and enforce rules and regulations appropriate to its functions and powers.
- 5) Review and approve annual budget, review and accept the annual audit report and review quarterly financial update on results of operations;
- 6) Propose to the Camden County Commission fees for the provision of environmental health services provided by the County Board of Health;
- 7) Make contracts and establish fees for the provision of public health services provided by the County Board of Health;
- 8) Contracts with Georgia Department of Public Health, or other agencies, for assistance in the performance of its functions and the exercise of its powers and for supplying services which are within its purview to perform, provided that such contracts and amendments thereto shall have first been approved by the Georgia Department of Public Health;
- 9) Establish rules and regulations which apply to all citizens and premises of the county or to specified areas and citizens therein without regard to the remainder of the county (OCGA 31-3-6).

ARTICLE III

MEMBERSHIP: The Camden County Board of Health shall be composed of seven members as provided in Title 31-3-2 of the Official Code of Georgia Annotated. Composition of the Board of Health, appointments, terms of members, notification of vacancies, appointment, and qualification of members, to fill vacancies, shall all be according to said Title 31-3-2, and these By-Laws. The composition of the Camden County Board of Health is listed in the following table:

**GEORGIA HEALTH CODE
CHAPTER 3 COUNTY BOARDS OF HEALTH**

31-3-2

Composition; terms of members (Created by House Bill 1068, 1984 Georgia Legislature)

BOARD OF HEALTH MEMBERS	TERM BEGINS/EXPIRES
1. Chief executive officer of the governing authority of County (Chairperson of County Commission or another member of the County Commission)	Serves While Holding Office
2. County Superintendent of Schools (or an Assistant Superintendent of Schools appointed by the Superintendent)	Serves While Holding Office
3. Physician actively practicing in County (Appointed by governing authority of County [County Commissioners])	<u>Six</u> Year Term
4. Consumer representing consumers of Mental Health, Mental Retardation, and Substance Abuse Services. (Appointed by governing authority of County [County Commissioners])	<u>Six</u> Year Term
5. Consumer or licensed nurse interested in promoting Public Health (Appointed by governing authority of the largest municipality in the county)	<u>Six</u> Year Term
6. Consumer representing the County's needy, underprivileged, or elderly community (Appointed by governing authority of County [County Commissioners])	<u>Six</u> Year Term
7. Chief executive officer of the governing authority of the largest municipality of the County (or a member of the City Commission)	Serves While Holding Office

No member appointed to the Camden County Board of Health shall be an employee of the Camden County Government or of the Camden County Health Department. Appointing authority must provide documentation to Camden County Board of Health of selection. *When a Board member's term expires, that Board member will continue to hold office and may continue to participate and vote on Board matters until a successor is sworn in.*

Attachment: Camden Co. BOH By-Laws (4358 : Appointment to: Camden County Board of Health)

ARTICLE IV

TITLES OF OFFICERS: The officers of Camden County Board of Health shall be the Chairperson, Vice-Chairperson, and Secretary.

ELECTION OF OFFICERS: Officers shall be elected bi-annually and at the first regular meeting of the Board of Health of the calendar year. To qualify for nomination, it is preferred that a person must have been a member of the Board of Health for a minimum of one year. There shall be no limit to the number of terms to which the officers may be elected to serve.

A. DUTIES OF THE BOARD OF HEALTH CHAIRPERSON

1. The Chairperson shall:
 - a) ensure that all meetings are held as required by these By-Laws;
 - b) preside at all meetings of the Board of Health;
 - c) ensure that provisions in these By-Laws are adhered to;
 - d) ensure that all policies, resolutions, and directives of the Board of Health are carried out;
 - e) serve as an ex-officio member of all committees; and
 - f) perform other appropriate duties as the Board of Health may direct.
2. If the Chairperson does not fulfill his or her duties, resigns, or is no longer eligible to serve, the election of a new Chairperson will be conducted by the Board of Health.

B. DUTIES OF THE BOARD OF HEALTH VICE CHAIRPERSON:

1. In the absence of the Chairperson, the Vice Chairperson shall conduct the Board of Health meeting and perform other duties as requested.
2. In the absence of the Chairperson and the Vice Chairperson, the District Health Director may Chair the Board of Health meetings.

C. DUTIES OF THE BOARD OF HEALTH SECRETARY:

1. Ensure minutes are taken to accurately reflect proceedings of each meeting. A Camden County Health Department employee may be designated to take the minutes of each meeting.

D. NOMINATING COMMITTEE

1. The Chairperson shall appoint a nominating committee consisting of three Board of Health members. This committee will be appointed two months prior to the meeting where elections are held. Additional nominations may be made from the floor at the time of elections.

E. DUTIES OF THE BOARD OF HEALTH MEMBERS

1. The members shall:
 - a) attend all meetings of the Board of Health if possible, but to remain on the Board of Health members must attend a minimum of 2 meetings per year.
 - b) Removal of any member will require a majority Board of Health vote;
 - c) ensure that provisions in these By-Laws are adhered to;

- d) ensure that all policies, resolutions, and directives of the Board of Health are carried out;
- e) serve as an ex-officio member of all committees; and
- f) perform other appropriate duties as the Board of Health may direct.

ARTICLE V

CHIEF EXECUTIVE OFFICER: The District Health Director of Public Health District 9-1 shall serve as the Chief Executive Officer of this Board of Health as provided in Sections 31-3-12 and 31-3-15 of the Official Code of Georgia.

FUNCTIONS AND POWERS: The District Health Director, as Chief Executive Officer of this Board of Health, shall in the name of the Board of Health perform the functions and exercise the powers set forth in Chapter 31-3 of the Official Code of Georgia, except to adopt By-Laws and adopt rules.

COUNTY HEALTH DEPARTMENT LEADERSHIP STAFF (I.E COUNTY NURSE MANAGER, ENVIRONMENTAL HEALTH MANAGER): The County Nurse Manager and the Environmental Health County Manager, of the Camden County Health Department, will sit on the Board of Health, as ex-officio members.

ARTICLE VI

REGULAR MEETINGS: Regular meetings shall be held no less frequently than quarterly.

SPECIAL MEETINGS: Special meetings may be called by the Chairperson at the request of any member of the Board of Health or as deemed necessary by the Chairperson. No business shall be transacted at a special meeting except that stated in the notice calling the meeting.

Notice of any special meeting shall be given at least five days before the time set for the meeting; provided, however, that a meeting called to respond to a public health emergency may be held as soon as a quorum of members is assembled.

QUORUM: Four members of the Board of Health shall constitute a quorum for the conduct of business.

AMENDMENTS: The By-Laws may be amended, after notice, at any regular meeting of the Board. Such notice shall be referred to a special committee which shall report at the next regular meeting and shall require a majority vote of those present for adoption. Amendments, so made, shall be effective when approved by the Board of Health.

PARLIAMENTARY AUTHORITY: The rules contained in the current edition of *Robert's Rules of Order* shall guide governance in all cases to which they are applicable.

ADOPTION: These By-Laws shall be adopted at any regular meeting of the Board of Health, in which there is a quorum, and shall replace any previous By-Laws. Members of the Board of Health will need to be notified, 30 days in advance, if new By-Laws will be presented.

ADOPTED BY THE CAMDEN COUNTY BOARD OF HEALTH, THIS 3rd DAY OF
September, 2014.



Chairperson, Camden County Board of Health



District Health Director, Coastal Health District 9-1



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4387)

Meeting: 01/22/24 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4387

Approval Of: Camden Connection Lease Agreement

A 2-year lease agreement between the City of Kingsland and Camden Connections for a portion of real property located at 500 East King Avenue.

State of Georgia

County of Camden

LEASE

This lease is entered into this _____ day of _____, 2024 by and between the City of Kingsland, Georgia ("Lessor") and Camden Connection ("Lessee"):

In consideration of the prompt payment of the rentals set out herein and the faithful performance by Lessee of all of its promises, covenants and obligations, Lessor demises and leases to Lessee and Lessee accepts for the term and subject to these provisions, the following described real property in the City of Kingsland, in Camden County, Georgia more specifically described as:

A portion of the real property located at 200 East King Avenue, Kingsland, Georgia (the "Property") commonly referred to as the "Train Depot." Lessee shall have the non-exclusive right to use the Train Depot Building and Common Areas located on the Property as set forth more fully herein.

This contract and lease is also subject to the following terms, promises, agreements, conditions, and covenants:

1. The term of this lease shall be for a period of two years commencing on the _____ day of _____, 2024 and ending on the _____ day of _____ 2026. If either party desires to terminate this lease, then such party must give the other party ninety (90) days advance written notice no more than 6 months prior to the end of the lease. This lease will automatically renew on an annual basis, unless either party gives such written notice of its intent to terminate the lease.
2. As consideration for the entire term of this lease, Lessee shall pay to Lessor a rental amount in the total sum of \$12,000 payable in monthly installments of \$500.00; for any renewals, Lessee shall pay a rental amount an amount to be agreed upon by both parties.
3. Lessee shall use the Train Depot Building and, as allowed, the Common Areas, for the purposes hosting events and functions related thereto, including, but not limited to, annual dinners, networking events, program activities, and forums.
4. Lessee, and its employees and customers shall have the non-exclusive right throughout the lease term to use in common with others all facilities which are designated for the general use in common of occupants of the Property (the "Common Areas"), which facilities shall include but are not limited to parking areas, streets, sidewalks, walkways, covered picnic areas, restrooms, landscaped areas, and other similar facilities. Such Common Areas shall at all times be subject to the control and management of Lessor or such other parties as Lessor may decide upon and Lessor shall have the sole authority to make such rules and regulations as in Lessor's sole discretion, may be appropriate concerning the use of the Common Areas.

5. The foregoing notwithstanding, Lessee shall be allowed to serve food and alcohol on the Property, including in the Train Depot Building and Common Areas, at functions and events sponsored by Lessee. Lessee shall not have the right to sell alcohol at such events. Additionally, only Lessee and others leasing portions of the Property from Lessor shall have the right to utilize the Property and Common Areas for private events and functions. Except as specifically provided, Lessee shall have no right or interest in the Common Areas.
6. Lessee shall be responsible for all reasonable charges for customary janitor and cleaning services to the Train Depot Building and Common Areas after use.
7. Lessee shall be responsible for all reasonable charges for water, garbage and sewer services, electricity, and any other utilities, and shall be responsible for its own telephone and internet service. Lessor shall also be responsible for any costs associated with activating and monitoring the existing alarm system for the Property.
8. Lessee agrees that it will, at its own expense, keep and maintain the interior of the Train Depot Building in good condition. Lessee will do all work and make all repairs necessary or advisable to keep the interior of the Train Depot Building from deteriorating in value or condition, with the exception of normal wear and tear and aging consistent with normal office usage and time. Lessee shall keep in good repair the remainder of the Property, including but not limited to the Common Areas, heating and air conditioning equipment, roof (including structure, deck and insulation, flashing and membrane), foundations, exterior walls, landscaping, plumbing, sewer, septic, electrical and underground utilities. Lessor gives to Lessee non-exclusive control of the Train Depot Building and shall be under no obligation to inspect the same. Lessee shall promptly report in writing to Lessor any defective condition known to it which Lessor is required to repair.
9. Lessee covenants and agrees that it shall not make or allow any unlawful, improper, immoral or offensive use of the Train Depot Building or Common Areas. Lessee further agrees to maintain and police the area in order to keep the Train Depot Building and Common Areas in a clean and sanitary condition at all times in compliance with all ordinances and regulations of the City of Kingsland, Georgia. Lessee shall permit Lessor, through its duly authorized representatives, to make inspection of the Train Depot Building and Common Areas at any time so as to determine compliance with the lease.
10. It is further agreed that Lessee shall not do, or permit to be done, anything in or upon any portion of the Train Depot Building and Common Areas or bring or keep anything in or on it that will in any way conflict with the conditions of any insurance policy upon the Train Depot Building and Common Areas or any part of it, or in any way increase the rate of fire insurance upon the Train Depot Building and Common Areas or on property kept there, or in any way obstruct or interfere with the rights of the other lessees of the Train Depot Building and Common Areas, or injure or annoy them.
11. Lessor, through its authorized representatives, shall have the full and unrestricted right to enter the Train Depot Building and Common Areas hereby leased for the purpose of doing any and all things with reference to that which Lessor is authorized or required to do under the terms of this lease or that may be deemed

necessary.

12. Lessee agrees that it shall not permit the use of loud, abusive, foul or obscene language in the leased Train Depot Building and Common Areas, nor shall Lessee permit any unlawful, obscene or immoral acts or conduct by any person or persons in the Train Depot Building and Common Areas, and that the use of such language or the occurrence of these acts or conduct shall result in the removal from the Train Depot Building and Common Areas of any person or persons using or performing these things by Lessee, its officers, agents or employees.
13. Lessee agrees to comply with all federal, state and local laws, including all ordinances of the City of Kingsland, Georgia.
14. Lessee shall, at its own responsibility and expense, obtain and keep in effect all licenses and permits necessary for the operation of its business on the leased Train Depot Building and Common Areas.
15. Lessor shall provide hazard insurance for the Property, including the Train Depot Building and Common Areas. Lessee shall be responsible for providing its own liability insurance and insurance for its contents.
16. Any breach, default or failure by Lessee to perform any of the duties or obligations assumed by Lessee or faithfully to keep and perform any of the terms, conditions and provisions of this lease shall be cause for termination of this lease by Lessor in the manner set forth in this paragraph. Lessor shall deliver to Lessee 30-days' prior written notice of its intention to terminate this lease, including in the notice a reasonable description of the breach, default or failure. If within those 30 days, Lessee shall fail or refuse to cure, adjust or correct such breach to the satisfaction of the Lessor, then Lessor shall have the right, without further notice to Lessee and without being deemed guilty of trespass and without any liability whatever on the part of Lessor, to declare this lease terminated, and to enter upon and take full possession of the Train Depot Building and Common Areas, by force or otherwise, and without legal process, to expel, oust and remove any and all parties who may occupy any part of the Train Depot Building and Common Areas and any or all fixtures and equipment not belonging to Lessor that may be found within or upon the Train Depot Building and Common Areas without being liable for damages. In the event of termination of this lease by Lessor in accordance with the provisions of this lease, all rights, powers, privileges of Lessee shall cease and terminate, and Lessee shall immediately vacate the leased Train Depot Building and Common Areas and shall make no claim of any kind against Lessor, its agents or representatives, by reason of the termination or any act incident to it.
17. The 30 days' prior written notice shall be conclusively determined to have been delivered to Lessee at the time it is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Lessee at 200 East King Avenue Street, Kingsland, GA 31548. Any failure by Lessor to terminate this lease or the acceptance by Lessor of rentals for any period of time after the breach, default or failure by Lessee shall not be determined to be a waiver by Lessor of any rights to terminate this lease for any subsequent breach, default or failure.
18. Lessee further agrees that it will, at the end of the term of this lease, peaceably deliver to Lessor the Train

Depot Building and Common Areas and all appurtenances or improvements in them in a good state of repair, as stated, and vacant, unencumbered and in good and tenantable condition.

19. Lessee covenants and agrees that it shall have no power to do any act or make any contract that may create or be the foundation for any lien upon the Property or interest in the Property of the Lessor.
20. Lessee agrees that, in the event that any proceedings in bankruptcy or insolvency shall be instituted against Lessee, whether voluntary or involuntary, the Lessor may, at its option, declare this lease forfeited and terminated. Upon this declaration, Lessee agrees to give and deliver immediate possession of the Train Depot Building and Common Areas to the Lessor.
21. Lessee agrees that it shall not sublet or assign all or any part of its rights, privileges or duties under this lease without the prior written approval of the Lessor, and any attempted assignment without the prior written approval shall be void.
22. The parties covenant and agree that should any action, whether real or asserted, at law or in equity, arise out of the terms of this lease, or by Lessee's operations on the leased Train Depot Building and Common Areas, venue for the action shall lie in Camden County, Georgia.
23. In any action brought by any party for the enforcement of the obligations herein, the prevailing party shall be entitled to recover its costs of litigation and reasonable attorney fees.
24. This written instrument constitutes the entire agreement by the parties concerning the Train Depot Building and Common Areas and any prior or contemporaneous, oral or written agreement that purports to vary from its terms shall be void.

In witness whereof, the parties have executed this lease on the ____day of _____, 2024.

CITY OF KINGSLAND, GEORGIA

CAMDEN CONNECTION

By: _____

By: _____

Its Mayor: _____

Its Executive Director: _____

Attest: _____

Attest: _____

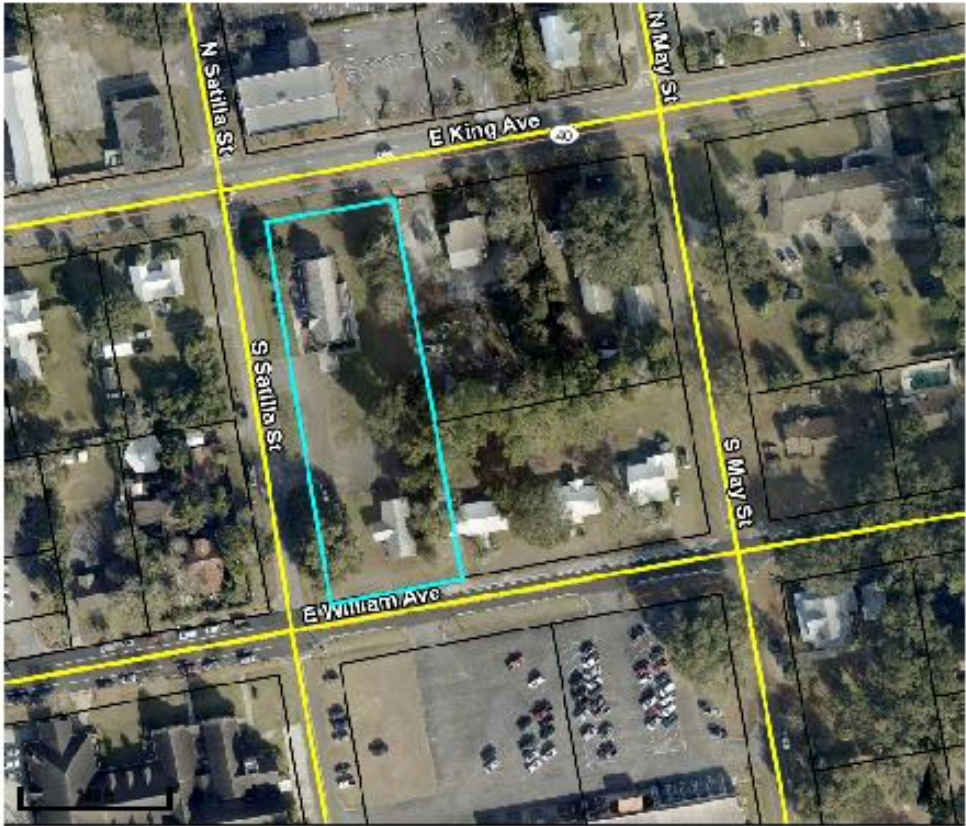
Its City Clerk: _____

Its Secretary/Treasurer: _____

Attachment: Train Depot Lease 2024 - Camden Connection (4387 : Approval Of: Camden Connection Lease Agreement)



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	K2103001	Owner	KINGSLAND-CITY OF		Last 2 Sales			
Class Code	Exempt		POST OFFICE BOX 250		Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548		1/18/2006	0	GV	U
	KINGSLAND	Physical Address	200 E KING AVE		12/2/1999	\$125000	FM	Q
Acres	0.99	Assessed Value	Value \$372811					

(Note: Not to be used on legal documents)

Date created: 1/4/2024
Last Data Uploaded: 1/4/2024 8:23:38 AM
Developed by Schneider

Attachment: Train Depot Lease 2024 - Camden Connection (4387 : Approval Of: Camden Connection Lease Agreement)





City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4384)

Meeting: 01/22/24 06:00 PM
Department: City Clerk
Category: License
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4384

9.2

Approval of: Temporary Alcohol License for Daniel Black, owner of Wee Pub

Daniel Black, owner of Wee Pub has applied for a temporary alcohol license for the sale of beer/wine/liquor by the drink at the 2024 Kingsland Mardi Gras Festival to be held February 9th and 10th, 2024 in downtown Kingsland.



CITY OF KINGSLAND TEMPORARY PERMIT FOR SALE BY NONPROFIT CIVIC ORGANIZATIONS

#5926

9.2.a

Temporary/Special Event Alcohol Beverage Permit Application

☐ Non-Profit: 501(c) ☐ Non-Profit: 501(d) ☐ Non-Profit: 501(e) ☒ Other Mardi Gras Festival

☒ Beer ☒ Wine ☒ Distilled Spirits

Organization Name: Wee PubLocation of Event: 250 W. Williams Ave. Kingsland GA 31508Set-Up Date(s) of Event: 2/9/24Ending Date(s): 2/10/24Event Start-time: 12:00 noonEvent End-time: 10pmApplicant's Name: Daniel BlackMailing Address: 2603 Osborne Rd STE P St. Marys GA 31558Physical Address: SameFederal Tax ID #: 45-4147767Contact's Person Name: Daniel BlackApplicant's Phone #: 912-399-4882Contact's Phone #: 912-399-4882Alcohol Provided By: Wee PubHow will alcohol be dispensed? ☒ For Sale/Sold ☐ Give-awayWill There Be Entertainment at the Event? ☒ Yes ☐ NoBusiness catering food: N/AEstimated # of Attendees: 1000-5000Will the Event Be Open to the Public? ☒ Yes ☐ NoWill There Be Security at The Event? ☒ Yes ☐ NoCopy 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.

Daniel Black
Print Name

Daniel Black
Signature

12/18/23
Date

Office Use

Permitting Office:

Approved ☒Disapproved ☐

Police Department:

Approved ☒Disapproved ☐

City Manager Office:

Approved ☒Disapproved ☐

Comments:

Authorized Signature

[Signature]
[Signature]
[Signature]



CITY OF KINGSLAND TEMPORARY PERMIT 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 90 days prior to the event, and no later than 14 days (holidays & weekends included) 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 **two** weeks 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. The City Manager shall be authorized to waive all or any portion of license fees for temporary dispensing of alcoholic beverages if the permit application and event is sponsored by a 501(c), 501(d), 501(e) non-profit organization or local government authority as classified by the Internal Revenue Service, and the event/sales benefits create a greater economic impact/value to the city than the value of the permit fee.

SPECIAL EVENT ALCOHOL PERMIT CHECKLIST

Copy of 501 *Non-PROFIT STATUS

Copy of contract for event

Copy of photo ID of applicant

Check/cash or money order payable to City of Kingsland for \$180.00

Required for ALL non-profit organizations

Letter of consent from property owner

Government issued photo identification

Required payment for permit

(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.



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: January 22, 2024

Agenda Item: Temporary Alcohol License for Daniel Black, acting agent for Wee Pub.

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 Mardi Gras Festival to be held on February 9th and 10th, 2024. The applicant currently has a State Alcohol License and also was granted a temporary alcohol license for this same event in 2022 and 2023.

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

Attachment: WeePub License Application (4384 : Approval of: Temporary Alcohol License for Daniel Black, owner of Wee Pub)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4381)

Meeting: 01/22/24 06:00 PM
Department: City Clerk
Category: Ordinance
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4381

9.3

Adoption of Ordinance 2024-05 - Amendment to Chapter 23, Article III, Wrecker Services

This amendment updates requirements for the rotational wrecker list, updates the time allowed to arrive on scene, and updates the maximum towing, storage and clean up fees (if applicable.)

Staff Recommends Approval

ORDINANCE 2024-05

AN ORDINANCE TO AMEND CHAPTER 23, ARTICLE III, WRECKER SERVICES

ARTICLE III. WRECKER SERVICES

Sec. 23-101. Short title.

This article shall be known and may be cited as "The City of Kingsland Wrecker Ordinance."

(Ord. No. 2005-16, 11-28-2005)

Sec. 23-102. Purpose.

The purpose of this article is to regulate certain types of businesses generally known as and defined herein as wrecker services. To that end this article has been enacted in the interests of:

- (1) Promoting the protection of the citizens of the city and surrounding areas;
- (2) Promoting the protection of the wrecker when towing a wrecked or disabled vehicle for a fee;
- (3) Promoting the integrity of the wrecker company, his/her employees;
- (4) Ensuring fair dealings between all entities; and
- (5) Establishment of the City of Kingsland Police Department wrecker rotational call list.

(Ord. No. 2005-16, 11-28-2005)

Sec. 23-103. Definitions.

As used herein, the following words or phrases shall have the following meanings:

Car carrier. Any device for the transferring of automobiles utilizing a flatbed truck.

Heavy duty wrecker. A wrecker with at least 25,000 pounds minimum G.V.W. rating equipped with a 16 to 25 ton P.T. mechanically driven power winch, crane and boom having dual wheels.

Light duty wrecker. A wrecker with at least 10,000 pounds minimum G.V.W. rating equipped with an 8,000 pound P.T. mechanically driven power winch, crane and boom having dual wheels.

Operator. Person owning the wrecker service and the wrecker service's agents and employees.

Place of business. Defined as a structure maintained within the city limits of the city that is open to the public during normal business hours and manned by personnel.

Wrecker. An automotive vehicle for hire equipped with hoisting apparatus and other equipment for towing wrecked automobiles or other vehicles. The term "wrecker" shall also include any other vehicle for hire which is equipped and used for the purpose of towing wrecked or disabled automobiles or other type vehicles.

Formatted: Header, Border: Top: (No border)

Formatted: Block 1

Wrecker service. Any person who on a regular basis holds itself out to the general public in the city as being engaged solely or partially in the business of towing wrecked or disabled vehicles for a fee.

(Ord. No. 2005-16, 11-28-2005)

Sec. 23-104. Application.

It shall be unlawful for any wrecker service to operate in the city without first registering with the police department. All vehicles shall be registered with the police department upon a form to be provided by the police department. Registration with the police department shall be done before the issuance of any city business license. Potential applicants must submit to and successfully pass a background investigation conducted by the Kingsland Police Department. The registration shall contain a minimum of the following information:

- (1) Full name, address and phone number of applicant.
- (2) The name of the wrecker service, address and phone number of same.
- (3) The permit number issued to the wrecker service by the Georgia Department of Motor Vehicle Safety and a copy of permit attached to the application.
- (4) The city business license application.
- (5) The number of wreckers owned by the wrecker service.
- (6) The name of the insurance company and policy number with expiration date providing insurance to the wrecker service with a copy of same attached to the application.
- (7) The type(s) of wreckers provided for service.
- (8) A copy of the wrecker service's permit to operate emergency lights attached to the application.

A registration shall not be assignable to any other person or other entity without the prior approval of the police department.

(Ord. No. 2005-16, 11-28-2005)

Sec. 23-105. Safety vest requirement.

All wrecker operators and their several assistants are each required to wear an outermost safety vest of no less than 200 square ~~inches~~^{inches} front and back in a color variously known as flame orange, hunter orange, or iridescent blazed orange. This safety vest must be worn at all times while supplying or participating in any wrecker services on any public street or public right-of-way.

(Ord. No. 2005-16, 11-28-2005)

Sec. 23-106. Required information to be printed on side of vehicle.

It shall be unlawful for any wrecker to use or operate upon any of the streets, roadways, or bridges in the city unless such vehicle has in plain view the following information: the name of the business operating the wrecker service; address of the business; the current emergency light permit number. Temporary or removable magnetic signs will not be issued.

(Ord. No. 2005-16, 11-28-2005)

Created: 2023-07-05 11:28:01 [EST]

(Supp. No. 46)

Sec. 23-107. Monitoring police calls; unauthorized soliciting of business.

Wrecker service operators shall not monitor the county sheriff's department or local police department radio transmissions for the purpose of soliciting business at the scene of an accident, and no employee of the police department shall solicit business for any wrecker service.

(Ord. No. 2005-16, 11-28-2005)

Sec. 23-108. Records.

Each wrecker service shall maintain a list of all vehicles towed and stored. This list shall contain information as to the make, model, year, color, VIN number, name of owner, and purpose for towing, removing, and storing the vehicle. Records shall be made available to the police department during regular business hours.

(Ord. No. 2005-16, 11-28-2005)

Sec. 23-109. Rotational call list—Established.

The police department will maintain a rotational call list of qualified wrecker services who meet the requirements of this article. All calls shall be on a rotational basis by name of the wrecker service; provided, however that the owner of the vehicle does not designate the wrecker service he prefers. If so, it will be the responsibility of the investigating officer to inform the police communications center of the request. The 911 center will notify the wrecker services of special requests or if on a rotational call basis. Any wrecker service not on the rotational call list shall not be ~~called by the police communications center nor~~ allowed to tow a ~~wrecked vehicle from the scene of an accident or~~ a police impoundment. If a wrecker that is not on the rotational call list is requested by a vehicle operator in reference to an accident, they must be able to arrive on scene in a timely manner, or a rotational wrecker will need to be called, this will be explained to the requester. If a wrecker service on the rotational call list is requested by the owner in possession of a vehicle, the answer of the request by a wrecker service will not be construed as interrupting that wrecker service's normal rotational position on the rotational call list.

For a wrecker to be put on the rotational wrecker list the must meet the below qualifications and have a city business permitOccupation Tax Certificate. An annual fee of \$25.00 will be collected to be put on the rotational wrecker list. A Wrecker Service Application, which is provided by the Kingsland Police Department, must be filled out with all required documentation. A reminder will be sent to all wreckers currently on the list by November 1st to be returned by December 1st. All others wishing to be on the list may return the same documentation by December 1st to be included in the next year's rotation list.

An inspection of documentation, facilities, and wreckers will be completed prior to the establishment of the yearly rotational list.

(Ord. No. 2005-16, 11-28-2005)

Sec. 23-110. Inventory of towed vehicles.

Kingsland Police Department officers will adhere to department's policy of inventory of a vehicle. Upon completion of the inventory, the wrecker driver shall sign the inventory form in the presence of the officer. Upon completion, the wrecker driver will receive a copy of the inventory. The wrecker services company will then assume full responsibility for the vehicle and its contents.

(Supp. No. 46)

Created: 2023-07-05 11:28:01 [EST]

Formatted: Indent: First line: 0"

Formatted: Superscript

Formatted: Superscript

Formatted: Superscript

(Ord. No. 2005-16, 11-28-2005)

Sec. 23-111. Police department to be notified.

All wrecker services who are on the city's rotational call list will notify the department of any vehicles that have been in storage for a period of five days or longer.

(Ord. No. 2005-16, 11-28-2005)

Sec. 23-112. Qualifications.

In order for any wrecker service to be placed on the rotational call list, and be licensed under the provisions of this article, each wrecker service must comply with the following qualifications, standards and requirements of the article at all times:

- (1) All wreckers must be registered with the Georgia Department of Motor Vehicle Safety.
- (2) All wrecker services must have on file in the Kingsland Police Department, a current copy of their identification stamp, with the valid year; a registration permit issued by the Georgia Department of Motor Vehicle Safety.
- (3) The wrecker service shall have at least one light duty or one heavy duty wrecker in lawfully operational condition at all times to remain on the active rotation list. Each wrecker service shall immediately notify the 911 dispatch center whenever the wrecker service does not have a wrecker immediately available for a rotational call. A lack of prior notification by the wrecker service will be considered a rotation refusal.
- (4) Each wrecker shall carry at all times when in service or use, a full complement of service items to include a fire extinguisher, chains, dollies, proper emergency reflectors, and other equipment needed for lifting, extricating, or righting wrecked vehicles and the removal of such vehicles by towing or carting. In addition, each wrecker shall be equipped with a broom, shovel and other equipment to clear traveled portions of the roadway.
- (5) The wrecker service shall maintain and have access to a secured, fenced storage area for vehicles. The fence shall have a minimum height of not less than five feet, surrounding the perimeter of the storage area. Storage lots shall have sufficient night lighting. There shall be posted at the entrance to the parking area, a sign, the minimum size of which shall be 24 inches by 24 inches, painted white background with red letters, stating the towing charges, the storage rate per day and any additional information pertinent to the storage of vehicles.
- (6) The wrecker service shall be available on a 24 hour ~~seven-day~~seven-day basis and have at least one wrecker driver on call at all times. The driver shall also be qualified under the state service commission rules and regulations.
- (7) The wrecker service shall maintain in full force and effect at all times the following types and amounts of insurance:
 - a. Bodily injury: \$300,000.00 per person; \$500,000.00 per accident.
 - b. Property damage: \$50,000.00 per person; \$100,000.00 per accident.

All wrecker services shall furnish the police department with proof of such insurance.

- (8) Each wrecker must be equipped with at least two amber lights mounted on the highest point on vehicle, along with proof of certification to operate emergency lights as per DPS standards.

Formatted: Indent: Left: 0.16", First line: 0.

(Supp. No. 46)

Created: 2023-07-05 11:28:01 [EST]

- (9) All wreckers must have painted or stenciled the permit number, issued by the Georgia Department of Motor Vehicle Safety, on both sides of the cab or body, along with the wrecker service name and address.
 - (10) The wrecker service shall accept only those rotation calls from the police department which can be answered by arrival on the scene by that wrecker service within 20-30 minutes.
 - a. Lack of an immediately affirmative answer (i.e. answering machine, no answer at all, etc.) shall be deemed to be a rotation refusal resulting in loss of the rotational call.
 - b. A verbal refusal of a rotational call, for any reason, will result in the loss of that rotational call plus the next rotational call.
 - c. With the lack of a rotational response from the rotation list, any next available wrecker may be called by the 911 dispatch center to service the request.
 - d. Three or more refusals within a 60-day time period may result in the wrecker service being removed from the rotational list.
 - (11) All wrecker drivers called to the scene of an accident shall be responsible for the cleanup of all debris caused by the accident. If two or more wreckers are called, both operators shall be equally responsible for the cleanup.
 - (12) All wrecker drivers will possess the correct class driver's license that pertains to the type of wrecker that is being used. All drivers must possess a valid driver's license. A driving history will be provided to the Kingsland Police Department on every wrecker driver that is employed by the wrecker service on the rotation list or all pertinent information will be provided for the Kingsland Police Department to be able to run a driver's history on all driver's (name, address, DOB and license number).
 - (13) The wrecker service shall maintain a place of business, with full-time wrecker availability, within the city limits of the City of Kingsland. The purpose of this requirement is first to ensure that the wrecker has the capability of meeting subsection (10) of this section; and secondly, to limit the travel time and mileage incurred by the police department in examining stored vehicles in the completion of accident investigations and reports.
- Any complaint filed with the Kingsland Police Department about rates, damaged property or any other type incident will be investigated and may result in the removal of the wrecker service from the rotation list.
- (14) All wrecker services will be responsible for any damage or missing property from vehicles which have been impounded for the Kingsland Police Department, while in their custody.
 - (15) All wreckers must submit to a yearly inspection by the Georgia Department of Motor Vehicle Safety.
 - (16) All wrecker owners must submit a list of all wreckers, to include make, model, size, and vehicle identification number (VIN). In addition, absolutely no wrecker owner, with additional wreckers in other business names, may place these wreckers on the rotation list. Only one business name per owner will be allowed on the rotation list.
 - (17) All wrecker owner/operators will be prohibited from smoking at any accident scene or hazardous material scene, or respond to a call while under the influence of intoxicants.

(Ord. No. 2005-16, 11-28-2005)

Sec. 23-113. Removal from rotational list.

Any wrecker service violating the provisions of this article may be removed or suspended from the rotational call list by the chief of police or his designated representative. In lieu of removing the wrecker service from the

Created: 2023-07-05 11:28:01 [EST]

(Supp. No. 46)

rotational call list for minor violations of the provisions of the article, the chief, or his designated representative, may suspend the wrecker service for a period not exceed 30 days, during which the wrecker service will be removed from the rotational call list, except for request of an individual owner of the automobile.

(Ord. No. 2005-16, 11-28-2005)

Sec. 23-114. Revocation of registration.

The chief of police, after a thorough investigation, shall revoke the registration of any wrecker service on any of the following grounds:

- (1) If the registration was procured by fraudulent conduct or false statement of a material fact.
- (2) If the wrecker service or operator proceeds to the scene of an accident in violation of this article.
- (3) If the wrecker service or operator uses a police radio to obtain information as to the location of the scene of an accident.
- (4) If the wrecker service had been guilty of a violation of the provision of this article for a second time.

Prior to the revocation of the registration of any wrecker service, the chief of police shall notify the wrecker service in writing within ten days from the date of his decision to revoke a registration. The wrecker service shall be given at least ten days' notice prior to revocation, together with a detailed list of all violations alleged against the wrecker service. Upon hearing the facts in which the wrecker service may present evidence, the chief of police may find that the alleged violation or violations have not been proven, in which event no further action will be taken. Such revocation shall terminate all authority and permission granted by the registration to the wrecker service. In the event of three suspensions within a 12-month period, any person whose registration has been revoked shall not be eligible to again apply for a registration for a period of one year from the date of the last revocation. Any person whose registration has been revoked by the chief of police may file an appeal to the city manager within 20 days of the third revocation. The city manager shall have the authority, upon the hearing of the appeal to reverse, vacate or modify the order of revocation.

(Ord. No. 2005-16, 11-28-2005)

Sec. 23-115. Maximum charges allowed.

No wrecker service shall charge more than the following fees for services provided when responding to a call received from the rotational call list:

Maximum towing charge anywhere in the city limits of the City of Kingsland, day or night, to a single location ~~\$165.00~~ \$185.00

Storage per day, starting at 12:01 a.m. of the second calendar date following the tow date ~~\$48.00~~ \$25.00.

Clean-up (if applicable) ~~\$100.00~~ \$45.00.

A reasonable rate may be charged for recovery by winching when recovery is (1) over 25 feet from the edge of the roadway, or (2) out of water or marsh, and shall not include normal loading. To right an overturned vehicle shall be part of a normal tow and subject to the service charges set forth in this article.

No additional charges for any other service relating to the towing or storage of a vehicle resulting from a response to a rotational call list request shall be allowed. The wrecker service charges set forth herein are maximum. The wrecker operator may charge less for any service should he choose to do so.

Charges for any tow of a vehicle weighing 14,500 pounds or more are not limited by this article.

Created: 2023-07-05 11:28:01 [EST]

(Supp. No. 46)

(Ord. No. 2005-16, 11-28-2005; Ord. No. 2008-17, 7-28-2008)

Sec. 23-116. Ramp-in period.

Currently registered wrecker services who are not in compliance shall have a period of 90 days or at the discretion of the chief of police not to exceed six months to adhere to the requirements of this article commencing from the date of passage and approval of this act by the city council of the city.

(Ord. No. 2005-16, 11-28-2005)

Sec. 23-117. Release of impounded ~~towed~~ vehicles.

Wrecker service owners and/or operators must receive a written and signed authorization release form from Kingsland Police Department. The authorization shall be signed by an officer of the department.

(Ord. No. 2005-16, 11-28-2005)

(Supp. No. 46)

Created: 2023-07-05 11:28:01 [EST]



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4382)

Meeting: 01/22/24 06:00 PM
Department: City Clerk
Category: Agreement
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4382

9.4

Approval of: Statewide Mutual Aid and Assistance Agreement with The State of Georgia

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for Mutual aid assistance in emergencies.

Staff Recommends Approval

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: Camden/Kingsland

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: _____

Date:_____/_____/_____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date:_____/_____/_____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for _____(county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Print Name	Job Title/Position
------------	--------------------

Signature of Above Individual

Print Name	Job Title/Position
------------	--------------------

Signature of Above Individual

Print Name	Job Title/Position
------------	--------------------

Signature of Above Individual

Chief Executive Officer - Signature

Date: ____/____/____

Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for _____
(county/municipality) for the purpose of reimbursement sought for mutual aid:

Print Name	Job Title/Position
------------	--------------------

Signature of Above Individual

Print Name	Job Title/Position
------------	--------------------

Signature of Above Individual

Print Name	Job Title/Position
------------	--------------------

Signature of Above Individual

Chief Executive Officer - Signature

Date: ____/____/____

Chief Executive Officer – Print Name

Statewide Mutual Aid Agreement (SWMAA) FAQs

Why do I need to do this?

Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, or other significant events or homeland security activities.

What other jurisdictions are involved?

Participating Party means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement. Your GEMA/HS EM Field Coordinator can assist you with this.

What kind of assistance are we talking about?

"Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

Who will our resources be working for?

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

What if my jurisdiction doesn't want to send resources?

A jurisdiction may withhold resources to the extent necessary to meet the current or anticipated needs of the jurisdiction's own political subdivision.

What about liability and reimbursement?

Those issues are covered in Article VI Liability and Immunity, and Article VIII Reimbursement in the Agreement.

What if my jurisdiction wants to withdraw from this agreement?

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4379)

Meeting: 01/22/24 06:00 PM
Department: City Manager
Category: Grant
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4379

9.5

Approval Of: Matching Funds for Georgia Emergency Management Agency / Homeland Security Generator Grant

The City will use grant funds to purchase 1 emergency generator for the Kingsland Welcome Center and 1 emergency generator for Kingsland City Hall. The grant amount is \$381,000 with matching funds not exceed \$94,250.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4388)

Meeting: 01/22/24 06:00 PM
Department: City Manager
Category: Resolution
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4388

9.6

Approval Of: FY 2024-2025 Cycle 27 Coastal Incentive Grant Resolution

Resolution #2024-02 of the City of Kingsland City Council authorize staff to apply for a Coastal Incentive Grant through the Georgia Department of Natural Resources Coastal Resources Division. The current budget includes zero cash match over a two-year program cycle.
Staff recommends approval

State of Georgia
The City of Kingsland
Resolution #2024-02

**RESOLUTION OF THE CITY OF KINGSLAND CITY COUNCIL TO APPLY FOR A
COASTAL INCENTIVE GRANT AND COMMIT UPON AWARDED OF THE GRANT
TO ENTER INTO A PROJECT AGREEMENT WITH THE GEORGIA DEPARTMENT
OF NATURAL RESOURCES COASTAL RESOURCES DIVISION**

WHEREAS, the mission of the Coastal Incentive Grant as part of the Georgia Coastal Management Program is consistent with goals of City of Kingsland's Stormwater Management Program, and

WHEREAS, the City is desirous of obtaining a Georgia Department of Natural Resources Coastal Incentive Grant to assess funding options to provide additional resources for its stormwater management program in order to become proactive in meeting the capacity and needs of the community and environment in order to sustainably accommodate coastal development and the projected population growth, and

WHEREAS, the City is committed to minimize the potential for flood damage to existing and future development within the community, and

WHEREAS, the City is committed to further enhancing stormwater-related activities under the Community Rating System (CRS) Program, in which the City will formally be accepted into the CRS Program in Fall 2024, and

WHEREAS, the City is an eligible applicant under the rules of the Coastal Incentive Grant Cycle 27 Request for Proposals.

NOW, THEREFORE, BE IT RESOLVED that the City of Kingsland City Council,

Does hereby authorize staff to apply for a Coastal Incentive Grant through the Georgia Department of Natural Resources Coastal Resources Division. Upon award of the grant, the City Council shall enter into a Project Agreement between the City Council and Georgia Department of Natural Resources Coastal Resources Division.

Adopted, the _____ day of January, 2024

CITY COUNCIL
CITY OF KINGSLAND

Dr. C. Grayson Day, Mayor

Attest: _____
Jo Seigler, Clerk

Attachment: CIG Authorizing Resolution_Kingsland-Cycle27 (4388 : Approval Of: FY 2024-2025 Cycle 27 Coastal Incentive Grant Resolution)

Note:

Blue italicized text are instructions from the grant application guidance

2024-2025FY Cycle 27 Coastal Incentive Grant (CIG) Pre-Application

Project Title: First Floodplain, Second Stormwater – Kingsland’s Path Towards Increased Resiliency

Applicant: Lee Spell, City of Kingsland

Program Themes: Non-Point Source Pollution; Disaster Resiliency and Coastal Hazards

Project Type: Non-Research Project

A. Background and Justification

A.1 Project Overview

Applicant must succinctly summarize the overall project, its goal(s), and relevance to coastal management in 4,000 characters or less. Describe the activities to be performed by year (if a two-year project proposal), outcomes and deliverables, and planned outreach/educational activities. If a two-year project proposal, please note that project activities cannot overlap between years. Projects must have distinct activities, tasks, budgets, and deliverables in each year.

The City of Kingsland is committed to improving its floodplain and stormwater management programs and becoming a more resilient community to mitigate the impact and damage from future flood events. Recent efforts have stemmed from Hurricane Irma. From disasters experienced in Georgia in 2017, the zip code encompassing most of Kingsland, 31548, was identified by HUD as one of the top five most impacted and distressed. Starting in 2021, the City received a Cycle 24/25 Coastal Incentive Grant to enter into the Community Rating System (CRS) and enhance their floodplain management program. Now that the City has completed its application into CRS and enhancements to that program are underway, the City is shifting its efforts towards expanding its stormwater management program (SWMP).

During the City’s recent comprehensive planning process, a few highlights from their SWOT analysis (strengths, weaknesses, opportunities, and threats) was that poor drainage systems is a weakness and resiliency (drainage) is a threat. SWMP funding needs include several major drainage capital improvement projects (CIPs) and expanded drainage system maintenance through addition of field maintenance crews and specialized equipment for cleaning streets, inlets, pipes and ditches to increase capacity and remove pollutants. As a result, the City is investigating a stormwater enterprise fund, or stormwater utility. A stormwater utility feasibility study and rate study are needed to determine the program needs and to create an equitable and justifiable billing rate. The fee, which is based on the amount of impervious surface for each property, will be established by developing an impervious surface database in GIS for each parcel. Impervious surface coverage is one of the most important factors influencing the volume, discharge rate and quality of stormwater runoff. The completed database will also help the City gain a better understanding of the hydrology within each drainage basin. The City will work to refine its current drainage CIP list and supplement additional CIPs based on areas identified during the Camden County 2022 Resiliency Implementation Workplan and 2021 Hazard Mitigation Plan.

A local stakeholder committee will be created of City staff, partners from previous planning efforts, and large customers to prioritize and provide input on drainage system issues, projects, potential funding resources, outreach strategies, and stormwater ordinance updates. Involving

community stakeholders in this process will encourage community buy-in and gain support from the local elected officials.

Kingsland comprises one-third of the county's population (19,896 out of 57,013) (U.S. Census Bureau, 2022). The City has experienced tremendous growth over the last few decades, doubling in population since 2000. The City is no longer an "Urban Cluster" but is now an "Urban Area" per the 2020 Census. In 2022, updated population projections from the Georgia Governor's Office of Planning and Budget show growth of 22% to 69,695 by 2050. Along with the projected growth and development, impervious surfaces will increase. Impervious surfaces disrupt the natural hydrology of a site by preventing stormwater infiltration and delivering larger volumes of water, more quickly, to local waterways. In addition, they collect pollutants, which are then washed into local waterways. Therefore, reviewing and updating the stormwater ordinance will be an important step to reduce flooding and protect water quality of receiving waters.

Overall, this grant will help the City assess various funding options that could provide additional resources for its SWMP. The scope of work is similar to the approach recommended by the Stormwater Utility Handbook: A Step-by-Step Guide to Establishing a Utility in Coastal Georgia. This document, created as a guide to the CSS, outlines an approach to determine stormwater program needs and develop a funding source to address those needs.

A.2 Coastal Management Relevance

Through the CIG funding program, coastal issues and concerns will be defined at the grass-roots level and local communities and organizations will be provided with the financial resources to research, develop, and implement solutions. Applicant must describe, in 5,000 characters or less, the benefits of the project to the Georgia Coastal Management Program, coastal resource managers, and/or local municipalities. This description should be specific enough to describe how the project will address a specific and identified coastal management problem or need, the practical and future use of the project results, and the direct implementation of the project by local, state, or federal managers/communities. Include names (validated by a letter of support) and mention other projects that this project may build from or identify other collaborative efforts this project may leverage. Please explain any relationship between this project and other work funded by Federal sources that is planned, anticipated, or underway, including salary, monitoring, or other project funding, listing the funding agency.

This project furthers the mission of the Georgia Coastal Management Program through implementation of the following themes: Non-Point Source Pollution and Disaster Resiliency and Coastal Hazards.

A proactive and sufficiently-funded SWMP is needed to meet the capacity and needs of the community and environment in order to sustainably accommodate coastal development, especially with the increased threat of coastal flooding from tropical storms. A functioning drainage system is essential for flooding abatement and pollution control. However, Kingsland, like many other local governments, have limited resources and many competing needs, so the City is investigating an alternate funding source.

This proposal will build on a previous CIG that was awarded to Kingsland in 2021 (Cycle 24/25), "Enhancing Floodplain Management in the City of Kingsland through Entry into the Community Rating System Program." That project allowed the City to enhance their floodplain management program. The City has now shifted their efforts to improve its SWMP and stormwater ordinance. The results from this study will position the City to implement a stormwater utility that will create

dedicated stormwater-specific revenue to fund drainage CIPs and maintenance, which will further enhance their floodplain management program and earn more CRS points when they have their first CRS cycle visit. The improved maintenance efforts will be eligible for points under CRS Activity 540 “Drainage System Maintenance.”

A.3 Project Goals

Applicant must describe the project goal(s), in 5,000 characters or less. The goal(s) should be something specific and measurable that the applicant wants to accomplish within the project time frame. Specifically identify any federal, state, or local plans the project goals may contribute to or support.

The primary project goals for this grant application are to: (1) perform an impervious surface study, (2) develop a capital needs drainage assessment, (3) form a stakeholder committee, (4) conduct a funding feasibility assessment, and (5) update the City’s stormwater management ordinance. These goals will support the following local plans: *2023 Camden County Comprehensive Plan*, *2022 Camden County Resiliency Implementation Workplan (RIW)*, and *2021 Camden County Hazard Mitigation Plan (HMP)*. The specific connections are detailed below.

From the *2023 Comprehensive Plan*, this grant will support two Short-Term Work Plan tasks: “identify target flood areas and create a flooding and drainage action plan” and “establish green infrastructure and stormwater management ordinances to reduce flood hazards.”

Additionally, the *2022 Camden County RIW*, a countywide resiliency planning effort funded through a NFWF Coastal Resilience Fund grant, identified 16 areas vulnerable to flooding within the City. The primary cause for flooding was due to limited capacity from inadequate downstream infrastructure. From the CRS work, many of the areas with repetitive flooding are located outside of the special flood hazard area (SFHA) and flooding is related to stormwater conveyance issues. Additionally, mitigation strategies in the HMP include “implement the Stormwater Master Plan, as funds are available,” where a stormwater utility could be used to generate funds to implement the identified projects.

B. Task Descriptions

Task objective; Task activities to be performed and by whom; Task deliverables or outcomes (tangibles such as technical reports or measurable results); and Provide an anticipated date of completion

YEAR #1:

Task 1: Impervious Surface Delineations

Task 1 Description:

Impervious surface cover is one of the most important factors influencing the volume, discharge rate and quality of stormwater runoff generated by a parcel of land. The City will work with a consultant to develop an impervious surface database in GIS through a desktop analysis of the most current ortho-photography, where the impervious surfaces are traced. This data will be used to determine where stormwater conveyance demands may be greater than expected or may rapidly increase as development occurs. All non-single family residential developed parcels and a representative sample of approximately 10-20% of the single-family residential parcels will be delineated to calculate an equivalent residential unit (ERU).

Deliverables:

GIS database of impervious surface cover in the city limits

Anticipated Date of Completion:

January 31, 2025

Task 2: Capital Needs Drainage Assessment

Task 2 Description:

The City will work with a consultant to review the existing drainage inventory, list of identified areas prone to flooding, and proposed capital improvement projects (CIPs). The City will also work with other stakeholders to review relevant data from the City's Resiliency Implementation Workplan and other planning efforts.

Deliverables:

Consolidated and prioritized list of CIPs related to the drainage infrastructure

Anticipated Date of Completion:

February 28, 2025

Task 3: Stakeholder Committee

Task 3 Description:

A stakeholder committee will be formed, called the Stormwater Taskforce (SWT), to assist the City with developing recommendations for its future stormwater management program. In addition to City staff (Public Works, Planning/Zoning, and Finance Departments), the City will consider and invite representatives from the following organizations to participate on the SWT: DNR-CRD, Camden County (including Camden County Emergency Management Agency), Camden County Board of Education, Camden County Public Service Authority, Camden County Chamber of Commerce, UGA Extension Camden County, Naval Submarine Base Kings Bay, The Nature Conservancy, Georgia Conservancy, and the City of Brunswick. These meetings will help to accomplish a plan for funding the City's SWMP and CIP, and a plan to educate the public about this program.

The role of the SWT will be to: (1) review the project list and objective system for prioritizing projects, (2) review the Cost of Service and Revenue Model and investigate funding sources available to the City, (3) create a public outreach and educational program to gather local support and raise stormwater and water quality awareness.

Deliverables:

Meeting agendas and notes/summaries from four (4) stakeholder meetings

Anticipated Date of Completion:

September 30, 2025

Task 4: Funding Feasibility Assessment

Task 4 Description:

The amount of impervious surface on a parcel will serve as the foundation for establishing the stormwater user fee. The rationale behind this methodology is that the greater the impervious surface area, the greater the amount of stormwater leaving the property, and the greater the burden placed on the City's drainage system. The City will work with a consultant to conduct a funding

feasibility assessment and stormwater utility rate study. The rate study will establish the billing rate based on the projected SWMPs level of service and cost of service.

Deliverables:

Summary Report that includes: (1) a recommendation for the most legally sound Stormwater Utility rate structure and rate methodology for use by the City, and (2) a revenue model that will project what the future stormwater program will cost and how much revenue can be generated by the stormwater utility. Presentation of results to City Council (meeting agenda and copy of presentation file).

Anticipated Date of Completion:

September 30, 2025

Task 5: Stormwater Management Ordinance Update

Task 5 Description:

The City's Planning and Zoning and Public Works Departments will work together to review the City's existing stormwater management ordinance, with the goal of increasing green infrastructure and stormwater management requirements to reduce flood hazards from new and redevelopment. The City will also seek feedback from the SWT during the ordinance review and update process.

Deliverables:

Draft Stormwater Ordinance to be presented to City Council

Anticipated Date of Completion:

September 30, 2025

YEAR #2:

Task 1: Public Education/Outreach

Task 1 Description:

Based on input and feedback from the SWT in Year #1, the City, SWT, and consultant will conduct targeted public education and outreach efforts. This is expected to include an online survey to identify concerns from residents, a public meeting/open house to educate the public on this project and stormwater issues throughout the City and gather feedback from attendees, and a targeted stormwater management website to provide content generated from this project.

Deliverables:

Online survey results (spreadsheet); Open House sign-in sheet; screenshot of webpage

Anticipated Date of Completion:

February 28, 2026

Task 2: Stormwater Utility Master Account File (MAF)

Task 2 Description:

The City will work with a consultant to compile the necessary data that will be used in preparation of the MAF for a future stormwater user fee charge based on recommendations from the Funding Feasibility Assessment Report in Year #1. The MAF structure will likely target the City's existing monthly utility billing software. The process is expected to include two billing categories – single-

family residential (SFR) and non-single family residential (NSFR) users. SFR customers are expected to be assigned a flat rate charge of 1.0 ERU/month. Where NSFR customers will receive a custom bill based on their actual impervious area divided by the area of an ERU. The consultant will match the parcel database information associated with stormwater user fee charges with the monthly utility billing database, and will work directly with the City staff and the City's utility billing vendor to provide the information/database in a format that is acceptable to the City and that can be uploaded into the utility billing system. Once the MAF has been finalized, the consultant will work with the City staff and the City's utility billing vendor to develop a streamlined approach that will allow for integration of the MAF data into the City's public utility billing system database.

Deliverables:

Master Account File (MAF) database that identifies billing units and property/account information

Anticipated Date of Completion:

April 30, 2026

Task 3: Stormwater Inventory Update in GIS

Task 3 Description:

The City had historically tracked and updated their stormwater infrastructure in GIS. However, over the last several years, new development has not been included in the database. The City will gather drainage sheets from site plans to update the GIS database. Stormwater structures will also be added from aerial imagery, where available.

Deliverables:

Stormwater inventory map and inventory data from the GIS database in Excel; output of stormwater geodatabase schema.

Anticipated Date of Completion:

April 30, 2026

Task 4: Stormwater Infrastructure Condition Assessment (Pilot Area)

Task 4 Description:

Once the GIS stormwater inventory has been updated, the Public Works Department will review the available data and any gaps with the consultant to select a priority area to complete a condition assessment of stormwater infrastructure. The results can be used to identify maintenance needs for a specific area and estimate maintenance needs citywide to prepare for expanding maintenance efforts as stormwater funding grows. This task will allow the City to determine if existing database fields need to be added or edited to better track maintenance needs and infrastructure information.

Deliverables:

Updated stormwater geodatabase schema to handle infrastructure condition assessments; Summary of inspection results for the pilot area in Excel spreadsheet (write-up of results and any recommendations to be included with Task #5)

Anticipated Date of Completion:

June 30, 2026

Task 5: Addendum to Funding Feasibility Report

Task 5 Description:

The City and consultant will prepare an Addendum to the Funding Feasibility Report that was prepared in Year #1 to serve as the official project record. The Addendum will include a summary of the public education/outreach activities and results, the results from the stormwater infrastructure condition assessment pilot area, and any new recommendations from Year #2 activities.

Deliverables:

Report Addendum

Anticipated Date of Completion:

September 30, 2026

C. Communications

Applicant must describe, in 3,000 characters or less, a plan for outreach and information dissemination to convey project results, impacts and benefits to coastal managers and/or the general coastal public, and specifically describe the groups targeted and estimated numbers of people to be reached.

Type of Outreach Plan: (1) Educational Activities

The outreach plan to disseminate project results, impacts and benefits to coastal managers and the public targets “Educational Activity.” The Stormwater Taskforce will use their stakeholder meetings to help to accomplish a plan for funding the City’s stormwater program and CIP, updating the stormwater management ordinance, and developing a plan to educate the public about this program. One presentation at a public meeting will be offered in Year #1 to educate and inform the public about findings from the funding feasibility assessment. Year #2 will target several education and outreach efforts that were developed by the SWT in the first year – online survey, public open house, website update, and public meeting presentation.

D. Project Timeline and Milestones – *Insert Tables as Attachments*

TASK/MILESTONE- YEAR 1	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	June-25	July-25	Aug-25	Sept-25
Award Subcontract												
Task 1: Impervious Surface Delineations												
Task 2: Capital Needs Drainage Assessment												
Task 3: Stakeholder Committee												
Task 4: Funding Feasibility Assessment												
Task 5: Stormwater Management Ordinance Update												

TASK/MILESTONE- YEAR 2	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	June-26	July-26	Aug-26	Sept-26
Task 1: Public Education/Outreach												
Task 2: Stormwater Utility Master Account File (MAF)												
Task 3: Stormwater Inventory Update in GIS												
Task 4: Stormwater Infrastructure Condition Assessment (Pilot Area)												
Task 5: Addendum to Funding Feasibility Report												

E. Project Management

Describe how the proposed project will be managed, in 5,000 characters or less. List all persons directly employed by the applicant who will be involved in the project, along with their level of involvement. List project partners and describe any volunteer participation. Letters of support or commitment are only required for partners providing in-kind services and/or match funding, as well as for those directly listed in the Coastal Management Relevance section. Applicant may choose to include letters of support/commitment for other non-budgetary collaborative partners at their discretion

William Coleman, Public Works Director with City of Kingsland, will serve as the primary project manager. He will manage the subcontract and work to provide coordination with the consultant and other City of Kingsland employees when meetings and transfer of information are needed. William currently oversees the City's Stormwater Management Program. Other City of Kingsland personnel who will contribute to this project include Ron Knox, Lee Spell, Scott Kimball, Edie Link, and Filiz Morrow. In addition to City of Kingsland personnel, the City will form a stakeholder committee, called the Stormwater Taskforce (SWT), to assist the City with developing recommendations for its future stormwater management program. The City will consider and invite representatives from the following organizations to participate on the SWT: DNR-CRD, Camden County (including Camden County Emergency Management Agency), Camden County Board of Education, Camden County Public Service Authority, Camden County Chamber of Commerce, UGA Extension Camden County, Naval Submarine Base Kings Bay, The Nature Conservancy, Georgia Conservancy, and the City of Brunswick.

Letters of Support from ... show their commitment to this project and that they will be contributing ... as In-Kind Match, respectively. The individuals who submitted Letters of Support have local knowledge about the community and flooding issues. Two individuals, are quite experienced with stormwater utility programs, including Garrow Alberson and Courtney Reich. Mr. Alberson is the Public Works Director at the City of Brunswick, Kingsland's neighbor to the north, who established a stormwater utility in 2018 and used a Coastal Incentive Grant to fund the feasibility assessment. Mrs. Reich, the Coastal Director at The Georgia Conservancy, previously worked as a private consultant to set up and establish stormwater utility programs throughout Georgia.

F. Budget Narrative – Year #1

Personnel

Personnel who will work on the grant from City of Kingsland include: William Coleman, Ron Knox, Lee Spell, Scott Kimball, Edie Link, and Filiz Morrow. Detailed information is provided below for each, and their salaries will be used as In-Kind Match.

- a. Name: William Coleman
- b. Title: Public Works Director

- c. Annual Salary: \$93,827.60 / year
 - d. Time to be spent on the grant project: 150 hours
 - e. Description of responsibilities: William is the Public Works Director for Kingsland and will serve as the primary project manager for this grant, including management of the consultant, coordination among other City departments, and administration of the grant. William will review and comment on the deliverables provided by the consultant. William will actively work with the consultant in Year #1 to update and consolidate the drainage capital improvement project list and prepare the stormwater funding feasibility study.
-
- a. Name: Ron Knox
 - b. Title: Assistant Public Works Director
 - c. Annual Salary: \$78,008.86 / year
 - d. Time to be spent on the grant project: 225 hours
 - e. Description of responsibilities: Ron is the Assistant Public Works Director, so he will assist William with managing this project, and he will assist both William and the consultant with the drainage capital improvement project list and stormwater funding feasibility study. Ron will also provide input on the maintenance and equipment needs for the City's stormwater management program
-
- a. Name: Lee Spell
 - b. Title: City Manager
 - c. Annual Salary: \$124,561.87 / year
 - d. Time to be spent on the grant project: 100 hours
 - e. Description of responsibilities: Lee is the City manager for Kingsland, GA. He will provide overarching management of the various departments participating in the project. Lee will provide updates to City Council and participate in meetings with staff and the consultant.
-
- a. Name: Scott Kimball
 - b. Title: Planning & Zoning Director
 - c. Annual Salary: \$78,240.10 / year
 - d. Time to be spent on the grant project: 100 hours
 - e. Description of responsibilities: As the Planning & Zoning Director for Kingsland, Scott will lead the task for reviewing and updating the City's Stormwater Management Ordinance.
-
- a. Name: Edie Link
 - b. Title: GIS Technician
 - c. Hourly Rate: \$17.50 / hour (with \$7.00 fringe)
 - d. Time to be spent on the grant project: 150 hours
 - e. Description of responsibilities: Edie will provide GIS support and coordination for this project based on existing datasets that the City maintains (e.g., drainage inventory, utility billing, and parcel information). Edie will also assist the consultant to coordinate the impervious surface delineations.

- a. Name: Filiz Morrow
- b. Title: Finance Director
- c. Annual Salary: \$99,534.51 / year
- d. Time to be spent on the grant project: 85 hours
- e. Description of responsibilities: Filiz will assist with financial administration of the grant. She will oversee the payment of consultant invoices and help prepare the required documentation to verify matching funds. Filiz will provide financial information necessary for the stormwater funding feasibility study, and she will review and comment on this report.

Fringe Benefits

Fringe benefits of the City of Kingsland include: annual holidays, vacation leave, sick leave, workers' compensation, group medical and hospital insurance, group life insurance, and retirement. Fringe benefits will be used as In-Kind Match, and the Fringe Rate is 40% for each City of Kingsland employee.

Equipment (Items > \$5,000)

N/A

Travel

N/A

Supplies

N/A

Subcontracts

The City plans to issue one subcontract to Goodwyn Mills Cawood, LLC, as part of this grant. The subcontract, for \$57,500 in Year #1, will be charged entirely to grant funds.

Subcontract Details:

- a. Name: Goodwyn Mills Cawood, LLC.
- b. Description of Work: This subcontractor will be responsible for the following activities: lead impervious surface delineations; work with City staff to consolidate and prioritize list of existing drainage capital improvement projects; facilitate stakeholder committee meetings to gather feedback throughout the project; lead development of the Funding Feasibility Assessment report;

and review the City's draft stormwater ordinance to offer any suggestions for updates that would be consistent with the Coastal Stormwater Supplement. GMC has previously over a dozen communities in Georgia to evaluate and establish a stormwater utility enterprise fund, including four in Coastal Georgia.

c. Budget: The subcontract budget will be entirely in the form of salary for staff time, and it totals \$57,500 in grant funds. The subcontract budget is presented in the requested budget categories:

Category/CIG Funds/Match Funds/Total

- Personnel (salary for staff time): \$57,500/\$0/\$57,500
- Fringe (included in salary for staff time): \$0/\$0/\$0
- Equipment: \$0/\$0/\$0
- Travel: \$0/\$0/\$0
- Supplies: \$0/\$0/\$0
- Subcontracts: \$0/\$0/\$0
- Construction: \$0/\$0/\$0
- Other: \$0/\$0/\$0
- Indirect: \$0/\$0/\$0
- Total: \$57,500/\$0/\$57,500

Construction

N/A

Other

During Year #1, there will be four (4) stakeholder committee meetings of the Stormwater Taskforce (SWT). Non-City staff meeting attendees will be counted as volunteers because they will be providing input on the project, and their time will be used as In-Kind Match. It is assumed that each meeting will have an average of 8 non-staff participants, and each participant will spend 6 hours for each meeting. The 6 hours includes the meeting, traveling to/from the meeting, and reviewing documents. Based on these assumptions, the Stakeholder Committee is expected to generate 192 volunteer hours. Based on the 2022 volunteer rate for the State of Georgia of \$29.67, volunteer participation will contribute \$5,697.

(<https://www.independentsector.org/resource/the-value-of-volunteer-time/>).

Indirect

City of Kingsland does not have a federally Negotiated Indirect Cost Rate Agreement (NICRA), so the applicant will use the 10% de minimis to calculate indirect costs. Indirect costs are calculated as 10% of the Modified Total Direct Costs (MTDC), and MTDC for this project includes the following budget categories: salary, fringe, other, and subcontracts up to the first \$25,000 for each subcontract). Indirect costs will be used as In-Kind Match.

$$\text{MTDC} = 10\% \times [\$31,646 \text{ (salary)} + \$12,658 \text{ (fringe)} + \$25,000 \text{ (subcontract/GMC)} + \$5,697 \text{ (other)}] = 10\% \times \$75,001 = \$7,500$$

Budget Narrative – Year #2

Personnel

Personnel who will work on the grant from City of Kingsland include: William Coleman, Ron Knox, Lee Spell, Scott Kimball, Edie Link, and Filiz Morrow. Detailed information is provided below for each, and their salaries will be used as In-Kind Match.

- f. Name: William Coleman
- g. Title: Public Works Director
- h. Annual Salary: \$93,827.60 / year
- i. Time to be spent on the grant project: 160 hours
- j. Description of responsibilities: William is the Public Works Director for Kingsland and will serve as the primary project manager for this grant, including management of the consultant, coordination among other City departments, and administration of the grant. William will review and comment on the deliverables provided by the consultant. William will actively work with the consultant in Year #2 to review information gathered from the public education and outreach efforts, update the City's stormwater inventory, conduct condition assessment of a pilot area of the stormwater system to determine maintenance needs, and finalize the stormwater funding feasibility study.

- f. Name: Ron Knox
- g. Title: Assistant Public Works Director
- h. Annual Salary: \$78,008.86 / year
- i. Time to be spent on the grant project: 240 hours
- j. Description of responsibilities: Ron is the Assistant Public Works Director, so he will assist William with managing this project, and he will assist both William and the consultant with updating the stormwater inventory in GIS and conducting a condition assessment of a pilot area of the stormwater system to determine maintenance needs.

- f. Name: Lee Spell
- g. Title: City Manager
- h. Annual Salary: \$124,561.87 / year
- i. Time to be spent on the grant project: 90 hours
- j. Description of responsibilities: Lee is the City manager for Kingsland, GA. He will provide overarching management of the various departments participating in the project. Lee will provide updates to City Council and participate in meetings with staff and the consultant.

- f. Name: Scott Kimball
- g. Title: Planning & Zoning Director
- h. Annual Salary: \$78,240.10 / year
- i. Time to be spent on the grant project: 75 hours

- j. Description of responsibilities: As the Planning & Zoning Director for Kingsland, Scott will assist with the public education and outreach efforts and gathering site plans from recent construction to update the City's stormwater drainage inventory.

- f. Name: Edie Link
- g. Title: GIS Technician
- h. Hourly Rate: \$17.50 / hour (with \$7.00 fringe)
- i. Time to be spent on the grant project: 245 hours
- j. Description of responsibilities: Edie will provide GIS support and coordination for this project based on existing datasets that the City maintains (e.g., drainage inventory, utility billing, and parcel information). Edie will also assist the consultant with the Master Account File (MAF) generation to be conducive with the City's desired billing mechanism. Edie will also work with the consultant to develop the stormwater geodatabase schema for recording stormwater infrastructure information. The City will host the stormwater data for the consultant to complete a condition assessment for a pilot area of the City.

- f. Name: Filiz Morrow
- g. Title: Finance Director
- h. Annual Salary: \$99,534.51 / year
- i. Time to be spent on the grant project: 75 hours
- j. Description of responsibilities: Filiz will assist with financial administration of the grant. She will oversee the payment of consultant invoices and help prepare the required documentation to verify matching funds. Filiz will provide any new financial information during Year #2 and will provide review and support for the MAF development.

Fringe Benefits

Fringe benefits of the City of Kingsland include: annual holidays, vacation leave, sick leave, workers' compensation, group medical and hospital insurance, group life insurance, and retirement. Fringe benefits will be used as In-Kind Match, and the Fringe Rate is 40% for each City of Kingsland employee.

Equipment (Items > \$5,000)

N/A

Travel

N/A

Supplies

N/A

Subcontracts

The City plans to issue one subcontract to Goodwyn Mills Cawood, LLC, as part of this grant. The subcontract, for \$57,500 in Year #2, will be charged entirely to grant funds.

Subcontract Details:

- a. Name: Goodwyn Mills Cawood, LLC.
- b. Description of Work: This subcontractor will be responsible for the following activities: facilitate public education/outreach efforts by providing content suggestions for the City and SWT and managing an online survey; lead preparation of Master Account File (MAF); support the City GIS staff to format the Stormwater GIS database for updates and future inspections, and conduct inspection of stormwater infrastructure in a priority, pilot area, identified by Public Works; lead preparation of Addendum to the Funding Feasibility Report based on information learned and gathered in Year #2; and provide grant administration support. GMC has previously assisted numerous communities in Coastal Georgia to manage their stormwater databases in GIS and conduct condition assessments of stormwater infrastructure.
- c. Budget: The subcontract budget will be entirely in the form of salary for staff time, and it totals \$57,500 in grant funds. The subcontract budget is presented in the requested budget categories:

Category/CIG Funds/Match Funds/Total

- Personnel (salary for staff time): \$57,500/\$0/\$57,500
- Fringe (included in salary for staff time): \$0/\$0/\$0
- Equipment: \$0/\$0/\$0
- Travel: \$0/\$0/\$0
- Supplies: \$0/\$0/\$0
- Subcontracts: \$0/\$0/\$0
- Construction: \$0/\$0/\$0
- Other: \$0/\$0/\$0
- Indirect: \$0/\$0/\$0
- Total: \$57,500/\$0/\$57,500

Construction

N/A

Other

During Year #2, there will be two (2) stakeholder committee gatherings of the Stormwater Taskforce (SWT). Non-City staff meeting attendees will be counted as volunteers because they will be providing input on the project, and their time will be used as In-Kind Match. It is assumed

that each meeting will have an average of 8 non-staff participants, and each participant will spend 6 hours for each meeting. The 6 hours includes the meeting, traveling to/from the meeting, and reviewing documents. Additionally, it is expected to have 20 attendees at a City Council meeting (0.5 hours per person), 30 attendees at a public open house (1 hour per person), and 100 online survey participants (0.25 hours per person). Based on these assumptions, the Stakeholder Committee and public engagement activities are expected to generate 161 volunteer hours. Based on the 2022 volunteer rate for the State of Georgia of \$29.67, volunteer participation will contribute \$4,777.

(<https://www.independentsector.org/resource/the-value-of-volunteer-time/>).

Indirect

City of Kingsland does not have a federally Negotiated Indirect Cost Rate Agreement (NICRA), so the applicant will use the 10% de minimis to calculate indirect costs. Indirect costs are calculated as 10% of the Modified Total Direct Costs (MTDC), and MTDC for this project includes the following budget categories: salary, fringe, other, and subcontracts up to the first \$25,000 for each subcontract). Indirect costs will be used as In-Kind Match.

MTDC = 10% x [\$32,305 (salary) + \$12,922 (fringe) + \$25,000 (subcontract/GMC) + \$4,777 (other)] = 10% x \$75,003 = \$7,500

Supplemental Information

Match/In-Kind Letters of Support

- *Targets, will reach out and send on January 23rd:*
 - Georgia DNR-CRD – Kelly Hill
 - The Nature Conservancy – Ashby Worley
 - Georgia Conservancy – Courtney Reich
 - Camden County Emergency Management Director – Chuck White
 - Camden County Public Service Authority – t.b.d.
 - Camden County Chamber of Commerce – Alison Shores
 - City of Brunswick, Public Works Director – Garrow Alberson

Referenced Plans

- *2019 Georgia Statewide Nonpoint Source Management Plan*
- *2021 Camden County, Georgia Multi-Jurisdictional Hazard Mitigation Plan*
- *2022 Camden County Resiliency Implementation Workplan (RIW)*
- *2023 Camden County Comprehensive Plan*

Certifications Form

Authorizing Resolution

CIG Budget (For reference only. Must be submitted online)

Project Title

Applicant (Institution)

Project Manager or PI Name

Budget Categories- Year 1

Personnel

CIG Funds Requested (Federal)

Total Personnel

Match Funds Provided (Non-Federal)

Fringe Benefits

CIG Funds Requested (Federal)

Total Fringe

Match Funds Provided (Non-Federal)

Equipment (Items >\$5,000)

CIG Funds Requested (Federal)

Total Equipment

Match Funds Provided (Non-Federal)

Travel

CIG Funds Requested (Federal)

Total Travel

Match Funds Provided (Non-Federal)

Supplies (Items <\$5,000)

CIG Funds Requested (Federal)

Total Supplies

Match Funds Provided (Non-Federal)

Subcontract

CIG Funds Requested (Federal)

Total Subcontract

Match Funds Provided (Non-Federal)

Construction

CIG Funds Requested (Federal)

Total Construction

Match Funds Provided (Non-Federal)

Other

CIG Funds Requested (Federal)

Total Other

Match Funds Provided (Non-Federal)

Indirect

CIG Funds Requested (Federal)

Total Indirect

Match Funds Provided (Non-Federal)

Attachment: CIG Full App_Kingsland SWU_DRAFT (4388 : Approval Of: FY 2024-2025 Cycle 27 Coastal Incentive Grant Resolution)

Total CIG

Total Match

Packet Pg. 64

Budget Categories- Year 2

Personnel

CIG Funds Requested (Federal)	Y2.Total Personnel
Match Funds Provided (Non-Federal)	

Fringe Benefits

CIG Funds Requested (Federal)	Y2.Total Fringe
Match Funds Provided (Non-Federal)	

Equipment (Items >\$5,000)

CIG Funds Requested (Federal)	Y2.Total Equipment
Match Funds Provided (Non-Federal)	

Travel

CIG Funds Requested (Federal)	Y2.Total Travel
Match Funds Provided (Non-Federal)	

Supplies (Items <\$5,000)

CIG Funds Requested (Federal)	Y2.Total Supplies
Match Funds Provided (Non-Federal)	

Subcontract

CIG Funds Requested (Federal)	Y2.Total Subcontract
Match Funds Provided (Non-Federal)	

Construction

CIG Funds Requested (Federal)	Y2.Total Construction
Match Funds Provided (Non-Federal)	

Other

CIG Funds Requested (Federal)	Y2.Total Other
Match Funds Provided (Non-Federal)	

Indirect

CIG Funds Requested (Federal)	Y2.Total Indirect
Match Funds Provided (Non-Federal)	

Y2.Total CIG	Y2.Total Match
--------------	----------------

Attachment: CIG Full App_Kingsland SWU_DRAFT (4388 : Approval Of: FY 2024-2025 Cycle 27 Coastal Incentive Grant Resolution)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4386)

Meeting: 01/22/24 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4386

9.7

Bid Award: Georgia Real Estate Broker Services

The City is seeking a Georgia real estate broker to provide real property brokerage services and assist staff in marketing the sale of surplus City-owned real property.

Staff recommends Bob Piljay with Watson Realty Corporation.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 01/22/24 06:00 PM
Department: City Manager
Category: Resolution
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4380

AGENDA ITEM (ID # 4380)

Approval Of: 2024 Section 125 POP Adoption Agreement and Resolution

With the Section 125 Premium Only Plan, employees save an average of 30% on insurance premiums they pay through payroll deduction. Also, for every \$1000 of insurance our employees deduct (pre-tax) from their payroll checks, the city saved about \$80 in FICA taxes. Our current annual POP savings is approximately, \$177,758.00.

Staff recommends approval

Adoption Agreement (2024)

9.8.a

For City of Kingsland

Section 125 Premium Only Plan

The undersigned Employer amends the Premium Only Plan for those Employees who shall qualify as Participants hereunder. It shall be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

1. **Name of Employer:** City of Kingsland
2. **Effective Date:** This Amended Premium Only Plan shall be effective as of **April 1, 2024**.
3. **Effective Date of Original Plan:** This Premium Only Plan was originally effective April 1, 2008.
4. **Plan Year:** The Amended Plan year shall begin on **April 1, 2024**, and end on **March 31, 2025**. Future plan years will be based on the same twelve-month period beginning each **April 1** and ending each **March 31**.
5. **Plan number:** 520
6. **Employer's Principal Office:** This Premium Only Plan shall be governed under the laws of the:
 - a. ☒ (X) State of Georgia
 - b. ☐ () Commonwealth of
7. **Benefits:** All the benefits listed below are included in this plan whether or not you currently offer them:
 - **Health Insurance and Voluntary Plans.** Premiums that are payroll deducted on a pre-tax basis may include low-deductible or high-deductible medical insurance, dental insurance, vision care, critical illness insurance, accidental death/dismemberment (ADD) insurance, hospital indemnity and/or cancer insurance. Individually-owned insurance policy premiums may not be paid with pre-tax dollars through the Premium Only Plan.
 - **Group-Term Life Insurance up to \$50,000.** The \$50,000 limit must include any employer-provided group-term life insurance coverage. For example, if the employer provides \$20,000 of group-term life insurance for employees, then participants in the POP can payroll deduct premiums on a pre-tax basis for up to \$30,000 of additional coverage. However, employees may not pay premiums that cover spouses or dependents on a pre-tax basis, even if the amount is de minimis.
 - **Disability Plan.** Short-term and long-term disability policies. If payroll deducted on a pre-tax basis, any future benefits received will be taxable to the employee.
 - **Health Savings Account (HSA).** Allows employees to make contributions by pre-tax payroll deduction to their individually-owned HSA. Employers may also make contributions to the employee's HSA plan on each employee's behalf, in the manner set forth in the Plan.

by _____
City of Kingsland

AFFILIATES:

NONE

Certificate of Resolution (2024-03)

For City of Kingsland

Section 125 Premium Only Plan

Plan Year Ending March 31, 2025

The undersigned Secretary or Principal of City of Kingsland (the Employer) hereby certifies that the following resolutions were duly adopted by the board of directors of the Employer on April 1, 2024, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of Amended Section 125 Cafeteria Plan effective April 1, 2024, presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the amended Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the proper officers of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the amended Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that true copies of the Adoption Agreement, Plan Document, and the Summary Plan Description, approved and adopted in the foregoing resolutions, are attached herewith.

By _____
Secretary/Principal

Attachment: 20222463_CertRes_temp (4380 : Approval Of: Section 125 POP Adoption Agreement and Resolution)