CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA ● JUNE 23, 2014

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

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

I. CALL TO ORDER AND WELCOME GUESTS

II. INVOCATION AND PLEDGE TO THE FLAG

III. ROLL CALL

Kenneth Smith Sr	Mayor
Alex Blount	Mayor Pro Tem
Jim McClain	City Councilman
Daniel Minckler	City Councilman
Charles Grayson Day Jr	City Councilman

IV. CONSENT DOCKET

A. Approve the Council Minutes of the last regular council Meeting

1. City Council - Regular Meeting - May 12, 2014 6:00 PM

B. Approve the Agenda as Presented

C. Approve the Payments of Accounts Payable as Due and Funds Available

V. RECOGNITION

VI. PRESENTATION

1. Appreciation Plaque Presentation

To the City of Kingsland from the Juvenile Diabetes Research Foundation

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

1. APPROVAL OF: Lease Agreement - Chamber of Commerce and Joint Development Authority

IX. NEW BUSINESS

1. APPROVAL OF: Royal District Market

   The Kingsland Downtown Development Authority voted at their June 5, 2014 board meeting to resume having the Royal District Market on Saturdays. The Board seeks the approval from City Council to have the market at the Kingsland Depot Pavilion and grounds.

2. APPROVAL OF: CCBOE - SRO Agreement: Contract Agreement for School Resources Officers FY 2014-2015
3. APPROVAL OF: Bid Award for Refunding Bond for Welcome Center
4. APPROVAL OF: Bid Award for Financing Curb-Tender FE Garbage Truck
5. APPROVAL OF: Bid Award for Financing Dual-Purpose Rescue Engine/Pumper
6. APPROVAL OF: Bid Award for Refinancing Fire Station
7. ADOPTION OF: Resolution #2014-14: Resolution Accepting Property
8. ACCEPTANCE OF: Warranty Deed, Between Soncel, Inc and the City of Kingsland
9. ADOPTION OF: Resolution #2014-15: Resolution Accepting Easements
10. ACCEPTANCE OF: Easement from Soncel, Inc. to the City of Kingsland
11. APPROVAL OF: Resolution #2014-16 Resolution Accepting Easements
12. ACCEPTANCE OF: Easement from Soncel, Inc. to the City of Kingsland
13. DISCUSSION OF: Donation of Land - Parcel 082-001B, 00825-001C

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED

State of Georgia

County of Camden

LEASE

This lease is entered into this _____ day of _____, 2014 by and between the **City of Kingsland,** Georgia ("Lessor") and **Camden County Chamber of Commerce** ("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:

Offices numbered 6, 7, and 8, as shown on the diagram attached as Exhibit "A" (the "Offices"). The Offices are a portion of the real property located at 531 North Lee Street, Kingsland, Georgia (the "Property") commonly referred to as the "North Center." Lessee shall also have the right to use certain 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 1st day of July, 2014 and ending on the 30th day of June 2016. Either party may terminate this lease without cause. If either party terminates this lease during the first twelve month period of this lease, then such party must give the other party six (6) months advance written notice. Thereafter, if either party desires to terminate this lease, then such party must give the other party ninety (90) days advance written notice. Upon the expiration of the initial lease agreement, the 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 yearly amount of $1.00. For any renewals, Lessee shall pay a rental amount in the sum of $1.00 per year.

3. Lessee shall use the Offices and the Common Areas, as allowed, for the purposes of operating a Chamber of Commerce and hosting events and functions related thereto, including, but not limited to, annual dinners, networking events, 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,

Attachment: Chamber Lease (1074 : APPROVAL OF: Lease Agreement)

streets, sidewalks, walkways, canopies, stairways, atriums, conference rooms, break rooms, reception areas, roadways, loading platforms, restrooms, light facilities, ramps, 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 Common Areas and Offices, at functions and events sponsored by Lessee. Lessee shall not have the right to sell alcohol beverages at such events. Except as specifically provided, Lessee shall have no right or interest in the Common Areas.

6. Lessee covenants and agrees that it will not make or allow any waste of the Offices. Lessee further agrees that it will not make any material structural alterations or additions to the Offices except as may be approved in advance, in writing, by the Lessor.

7. Lessor shall be responsible for all reasonable charges for janitor and cleaning services to the Common Areas which the City may perform at its sole discretion.

8. Lessee shall pay to Lessor the total sum of $285.00 per month, for each month Lessee occupies any portion of the Offices. Such monthly $285.00 sum shall be considered as Additional Rent as Lessee's cost of additional utility and other costs which the parties expect will be incurred by Lessor. Based upon this monthly additional rent provision, Lessor shall be responsible for and will pay all reasonable charges for water, garbage and sewer services, electricity, and any other utilities, except that Lessee 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.

9. Lessee agrees that it will, at its own expense, keep and maintain the interior of the Offices in good condition. Lessee will do all work and make all repairs necessary or advisable to keep the interior of the Offices from deteriorating in value or condition, with the exception of normal wear and tear and aging consistent with normal office usage and time. Lessor shall bear the cost of repairs to the roof, exterior walls, and foundation. Lessor gives to Lessee exclusive control of the Offices 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.

10. Lessee covenants and agrees that it shall not make or allow any unlawful, improper, immoral or offensive use of the Offices or any part of them. Lessee further agrees to maintain and police the area in order to keep the Offices in a clean and sanitary condition at all times in compliance with all ordinances and regulations of the City of Kingsland, Georgia. In this connection, Lessee shall permit Lessor, through its duly authorized representatives, to make inspection of the Offices at any time so as to determine compliance with the lease.

11. It is further agreed that Lessee shall not do or permit to be done anything in or upon any portion of the

Attachment: Chamber Lease (1074 : APPROVAL OF: Lease Agreement)

Property or bring or keep anything in or on it that will in any way conflict with the conditions of any insurance policy upon the Property or any part of it, or in any way increase the rate of fire insurance upon the Property or on property kept there, or in any way obstruct or interfere with the rights of the other lessees of the Property, or injure or annoy them.

12. Lessor, through its authorized representatives, shall have the full and unrestricted right to enter the Offices 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.

13. Lessee agrees that it shall not permit the use of loud, abusive, foul or obscene language in the leased Offices, nor shall Lessee permit any unlawful, obscene or immoral acts or conduct by any person or persons on the Offices, and that the use of such language or the occurrence of these acts or conduct shall result in the removal from the Offices of any person or persons using or performing these things by Lessee, its officers, agents or employees.

14. Lessee agrees to comply with all federal, state and local laws, including all ordinances of the City of Kingsland, Georgia.

15. 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 Offices.

16. Lessor shall provide hazard insurance for the Property, including the Offices. Lessee shall be responsible for providing its own liability insurance and insurance for its contents.

17. 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 60-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 60 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 Offices, by force or otherwise, and without legal process, to expel, oust and remove any and all parties who may occupy any part of the Offices and any or all fixtures and equipment not belonging to Lessor that may be found within or upon the Offices 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 Offices 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.

18. The 60-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 531 North Lee Street, Suite 1, 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

Attachment: Chamber Lease (1074 : APPROVAL OF: Lease Agreement)

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.

19. Lessee further agrees that it will, at the end of the term of this lease, peaceably deliver to Lessor the Offices and all appurtenances or improvements in them in a good state of repair, as stated, and vacant, unencumbered and in good and tenantable condition.

20. 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.

21. 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 Offices to the Lessor.

22. 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.

23. 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 Offices, venue for the action shall lie in Camden County, Georgia.

24. This written instrument constitutes the entire agreement by the parties concerning the Offices, Common Areas and Property and any prior or contemporaneous, oral or written agreement that purports to vary from its terms shall be void.

Attachment: Chamber Lease (1074 : APPROVAL OF: Lease Agreement)

In witness whereof, the parties have executed this lease on the ____day of June, 2014.

CITY OF KINGSLAND, GEORGIA

By: _____

Its Mayor: _____

Attest: _____

Its City Clerk: _____

CAMDEN COUNTY CHAMBER OF COMMERCE

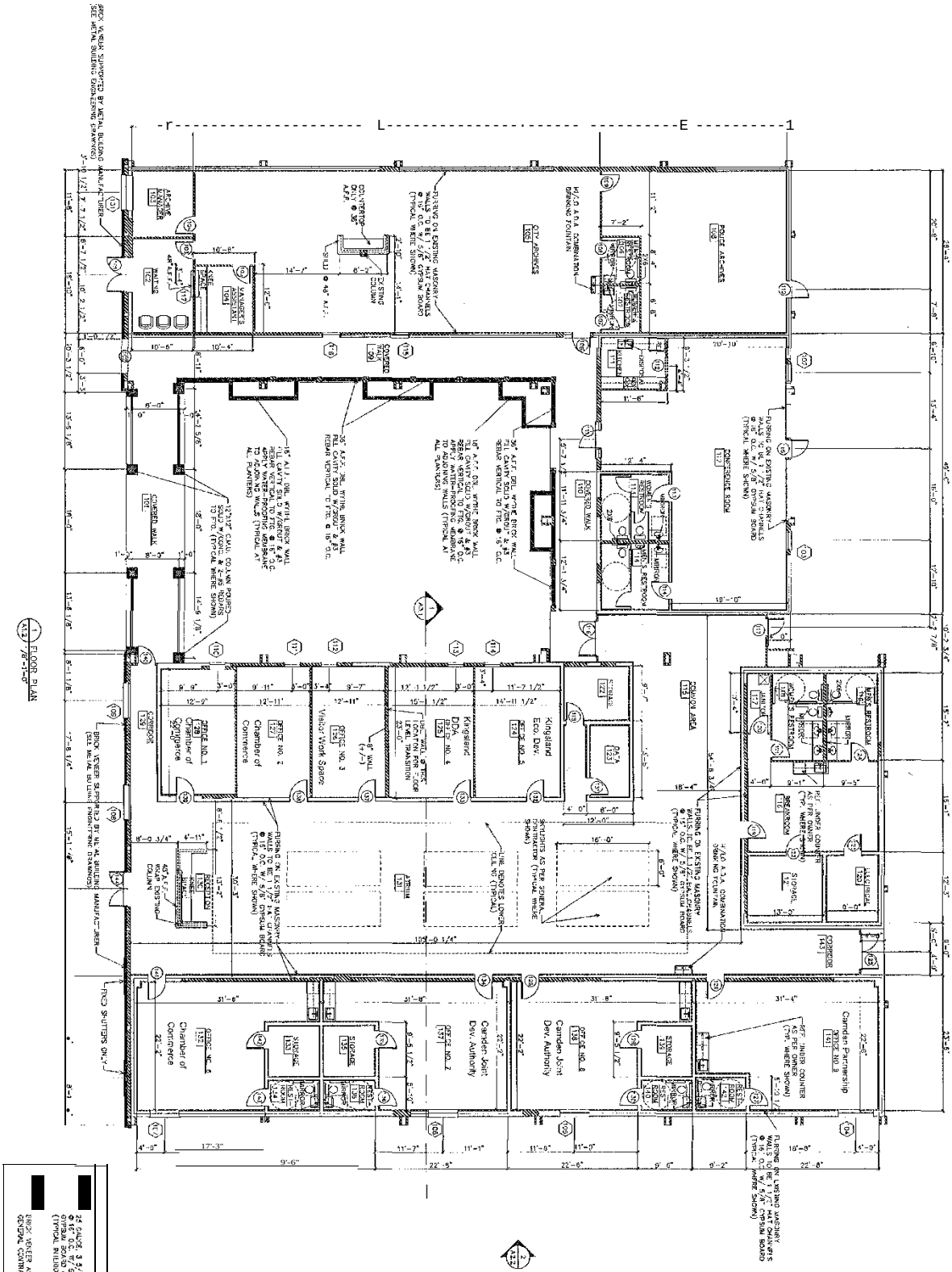
By: _____

Its Chairman: _____

Attest: _____

Its Secretary/Treasurer: _____

Attachment: Chamber Lease (1074 : APPROVAL OF: Lease Agreement)



A1.2	date: 2-2-2007 revised: plotdate: 12-2-2008 job no.	A RENOVATION/ADDITION)'OR CITY OF KINGSLAND NORTH CENTRE U.S. HIGHWAY 17 KINGSLAND, GEORGIA 31548	W.H. GROSS COMPANY 1209 E. KING AVE., P. 0. BOX 365 KINGSLAND, GEORGIA 31548 (912) 729 3564 fax (912) 729-1325	PHILLIP T. WALKER ARCHITECT, P.C. 6:W/) MARA BROOKE LANE BLACKSHEAR, GEORGIA31516 912-338-8817	STATE OF GEORGIA REGISTERED PHILLIP THOMAS WALKER ARCHITECT

Attachment: Chamber Lease (1074 : APPROVAL OF: Lease Agreement)

State of Georgia

County of Camden

LEASE

This lease is entered into this _____ day of _____, 2014 by and between the **City of Kingsland,** Georgia ("Lessor") and **Camden County Joint Development Authority** ("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:

Offices numbered 1, 2, 3, and 4, as shown on the diagram attached as Exhibit "A" (the "Offices"). The Offices are a portion of the real property located at 531 North Lee Street, Kingsland, Georgia (the "Property") commonly referred to as the "North Center." Lessee shall also have the right to use certain Common Areas located on the Property as set forth more fully herein.

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Attachment: JDA Lease (1074 : APPROVAL OF: Lease Agreement)

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Property or bring or keep anything in or on it that will in any way conflict with the conditions of any insurance policy upon the Property or any part of it, or in any way increase the rate of fire insurance upon the Property or on property kept there, or in any way obstruct or interfere with the rights of the other lessees of the Property, or injure or annoy them.

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20. 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.

21. 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 Offices to the Lessor.

22. 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.

23. 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 Offices, venue for the action shall lie in Camden County, Georgia.

24. This written instrument constitutes the entire agreement by the parties concerning the Offices, Common Areas and Property and any prior or contemporaneous, oral or written agreement that purports to vary from its terms shall be void.

Attachment: JDA Lease (1074 : APPROVAL OF: Lease Agreement)

In witness whereof, the parties have executed this lease on the ____day of June, 2014.

CITY OF KINGSLAND, GEORGIA

By: _____

Its Mayor: _____

Attest: _____

Its City Clerk: _____

CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY

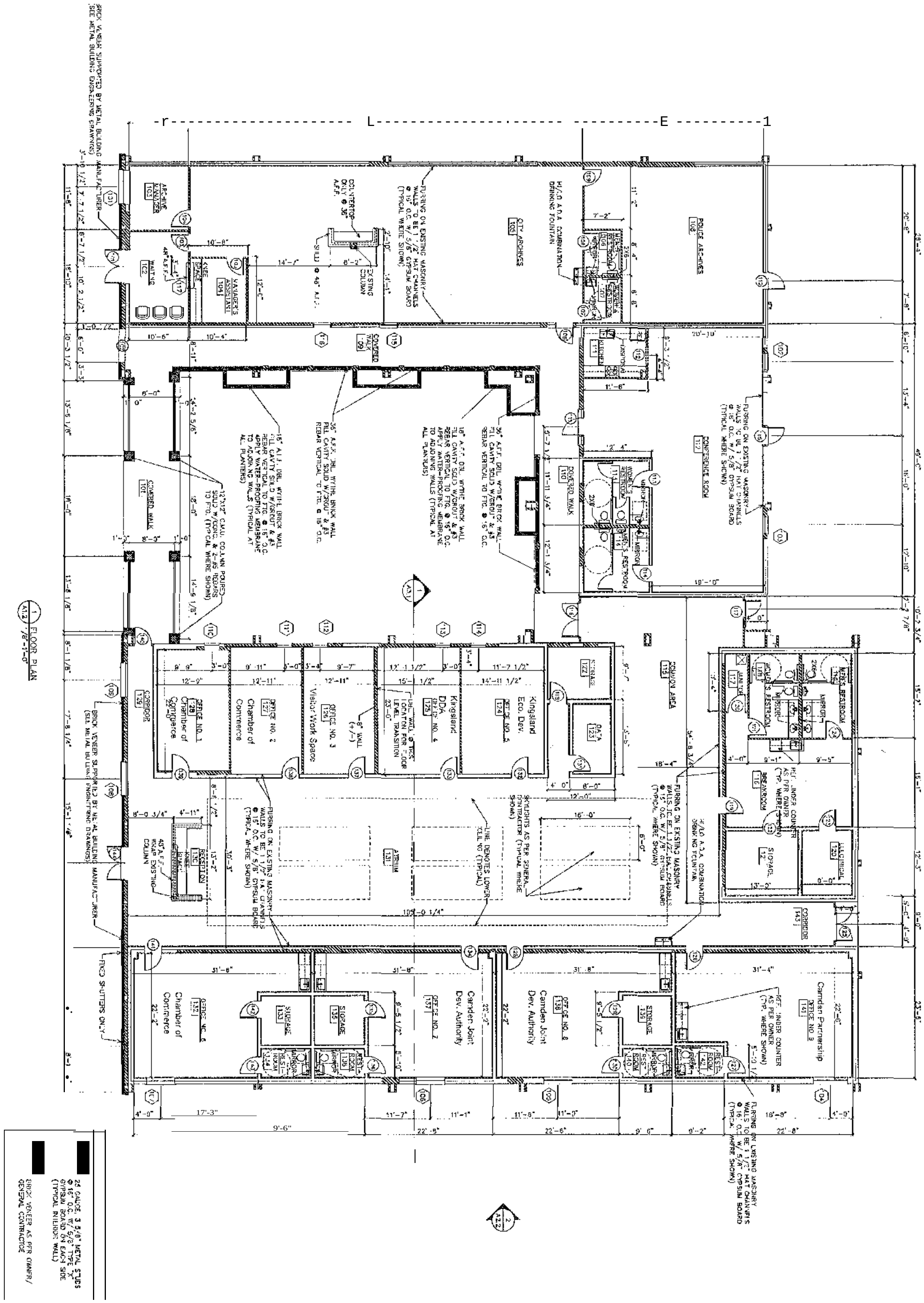
By: _____

Its Chairman: _____

Attest: _____

Its Secretary/Treasurer: _____

Attachment: JDA Lease (1074 : APPROVAL OF: Lease Agreement)



A1.2

date: 2-2-2007 revised:
plotdute: 12-2-2008
job no.

A RENOVATION/ADDITION FOR
CITY OF KINGSLAND
NORTH CENTRE
U.S. HIGHWAY 17
KINGSLAND, GEORGIA 31548

W.H. GROSS COMPANY
1209 E. KING AVE., P. 0. BOX 365
KINGSLAND, GEORGIA 31548
(912) 729 3564 fax (912) 729-1325

PHILLIP T. WALKER
ARCHITECT, P.C.
6:W0 MARA BROOKE LANE
BLACKSHEAR, GEORGIA31516
912-338-8817

Attachment: JDA Lease (1074 : APPROVAL OF: Lease Agreement)

Kingsland Downtown Development Authority
Royal District Market Proposal

- On Thursday, June 2, 2014, the Kingsland DDA Board voted unanimously to revive the Royal District Market.

- The DDA Board seeks approval from City Council to have the market at the Kingsland Depot Pavilion and grounds each Saturday from 9 am to 1 pm.

- Plans for the market are as follows:
  - 5 Vendors Under Pavilion x $40/month With Electricity*
  - 7 Vendors Under Pavilion x $20/month No Electricity
  - 5 Vendors On Grounds x $20/month No Electricity
  - 2 Vendors Parking Lot x $20/month No Electricity
  - Use revenue to pay for advertising the market in the Tribune & Georgian, KBAY, WECC, Camden Shopper, Flyers, Facebook, etc.
  - Allow 1 charity to conduct a car wash fundraiser on the Depot grounds. Charity must pay $20 fee to cover water usage.**
  - Request permission to make the bathrooms at the Depot available to the public during the market.
  - Troy Hoper, Kingsland DDA Board Member, requests permission to be a trustee. He will be responsible for insuring that the Depot, Pavilion and grounds are not damaged during the market.

*We are requesting permission from Council to use the electricity at the Depot Pavilion. We will use revenue from the market to reimburse the City for the cost of electricity.

**We are requesting permission from Council to use the water at the Depot. We will use revenue from the market to reimburse the City for the cost of water.

Attachment: 2014 06 12 Royal District Market Proposal (1071 : Royal District Market)

Royal District Market

Kingsland Depot Pavilion
200 E. King Avenue, Downtown Kingsland
Each Saturday, 9 am - 1 pm*

Vendor Registration Form

Name of Business: _____

Point of Contact: _____

Mailing Address: _____
Address

_____
City State Zip

My Product Is: _____

Phone Number: _____

E-Mail Address: _____

CHOOSE ONE:

_____ **$40** Month, Space with Electricity _____ **$20** Month, Space without Electricity

Make Check Payable to: **Kingsland Tomorrow**
(*Payment may be dropped off in person at Kingsland City Hall, 107 S. Lee Street, Downtown Kingsland*)

Mail completed form to:
Trish Jared, Manager
Kingsland DDA
PO Box 250
Kingsland, GA 31548

Please Initial Each:

_____ Monthly payment (in full) is required to secure your space.

_____ Payment is due by the 25th of each month for the upcoming month.

_____ I understand that I must provide my own set-up.

_____ Neither the City of Kingsland and/or the Kingsland DDA are responsible for any lost or stolen items.

_____ Neither the City of Kingsland and/or the Kingsland DDA are responsible for any injuries that you or you representatives may sustain.

_____ I understand that my reservation for space can not be transferred to any other person and/or vender.

_____ I understand that I must leave the City's property clean and intact at the end of each market.

_____ _____
Vendor Kingsland DDA

*There will be no market on the Saturday of the Kingsland Catfish Festival. Monthly vendor fees will be adjusted.

Questions? Call: **912-729-2848** or E-mail: **pjared@kingslandgeorgia.com**

Attachment: Royal District Market Registration Form (1071 : Royal District Market)

Royal District Market

Kingsland Depot Pavilion
200 E. King Avenue, Downtown Kingsland
Each Saturday, 9 am - 1 pm*

Charity Car Wash Registration Form

Name of Charity: _____

Point of Contact: _____

Mailing Address: _____
Address

_____
City State Zip

Phone Number: _____

E-Mail Address: _____

Request to have a fundraising car wash on:

Saturday _____ _____ _____
Month Day Year

$20 Fee (Water Usage)

Make Check Payable to: **Kingsland Tomorrow**
(*Payment may be dropped off in person at Kingsland City Hall,107 S. Lee Street, Downtown Kingsland*)

Mail completed form to:

Trish Jared, Manager
Kingsland DDA
PO Box 250
Kingsland, GA 31548

Please Initial Each:

_____ Payment (in full) is required to secure your space.

_____ Payment is due by Wednesday prior to your car wash on Saturday.

_____ I understand that I must provide my own set-up.

_____ Neither the City of Kingsland and/or the Kingsland DDA are responsible for any lost or stolen items.

_____ Neither the City of Kingsland and/or the Kingsland DDA are responsible for any injuries that you or you representatives may sustain.

_____ I understand that my reservation for space can not be transferred to any other person and/or charity.

_____ I understand that I must leave the City's property clean and intact at the end of the car wash.

_____ _____
Charity Kingsland DDA

*There will be no car wash on the Saturday of the Kingsland Catfish Festival.

Questions? Call: **912-729-2848** or E-mail: **pjared@kingslandgeorgia.com**

Attachment: Royal District Market Car Wash Form (1071 : Royal District Market)

CAMDEN COUNTY SCHOOLS
311 South East Street
Kingsland, GA 31548
Telephone: (912) 729-5687
Fax: (912) 729-1489
Dr. William C. Hardin, Superintendent

Contracted Services Agreement

Name of Individual or Business: City of Kingsland
Address: P.O. Box 250 - 105 West William Ave
Kingsland, GA 31548

Social Security Number or
Tax Identification Number: 58-6000601

Date(s) of Service: July 1, 2014 – June 30, 2015

Type of Service Provided: School Resource Officers

Contracted Service Fee @ _____ X Not to Exceed = $119,500.00

Other (Explain) _____ $_____

_____ $_____

Total $119,500.00

_____ _____
CITY MANAGER'S SIGNATURE Date

_____ _____
ADMINISTRATOR'S SIGNATURE Date

_____ _____
SUPERINTENDENT'S SIGNATURE Date

Accounting Code: 100-5-2600-595.00-9990-20-0-001021
100-5-2600-595.00-9990-31-0-001021

TRS Approval:
___ Not Applicable
___ Granted
___ Not Granted

Board Members:
Herbert Rowland, Chairperson · Daniel Simpson, Vice-Chairperson
Doug Benton · Jimmy Coffel · Jane Brown

Attachment: SRO Contract (1069 : CCBOE - SRO Agreement)

City of Kingsland, GA
School Resource Officers' Salary Package 2014-2015

Annual	High School SRO	9th Grade SRO	Middle School SRO
Salary	$ 33,280	$ 33,280	$ 31,283
Estimated Overtime	$ -	$ -	$ -
FICA (7.65%)	$ 2,546	$ 2,546	$ 2,393
Workers Comp(5.50%)	$ 1,830	$ 1,830	$ 1,721
Retirement (11.83%)	$ 3,937	$ 3,937	$ 3,701
Health Benefits	$ -	$ -	$ 4,776
Life Insurance Benefits	$ 88	$ 88	$ 88
Subtotal	$ 41,681	$ 41,681	$ 43,961
Total	$ 41,681	$ 41,681	$ 43,961
Grand Total		**$ 127,324**	

Attachment: SRO Contract (1069 : CCBOE - SRO Agreement)

City of Kingsland Camden County Board of Education School Resource Officer Contract History		
Year	**Contract Amount**	**City Cost Estimate**
2006-2007	$ 92,361.00	$ 92,361.00
2007-2008	$ 105,865.00	$ 105,865.00
2008-2009	$ 117,516.00	$ 117,516.00
2009-2010	$ 153,511.00	$ 153,511.00
2010-2011	$ 119,500.00	$ 143,782.00
2011-2012	$ 119,500.00	$ 149,165.00
2012-2013	$ 119,500.00	$ 147,628.00
2013-2014	$ 119,500.00	$ 155,552.00

Attachment: SRO Contract (1069 : CCBOE - SRO Agreement)

MERCHANT CAPITAL
L.L.C.

June 17, 2014

Filiz Morrow, Finance Director
City of Kingsland, Georgia
Kingsland, Georgia

Re: Request for Offers Kingsland Development Authority Welcome Center Revenue Refunding Bond, Series 2014

Dear Ms. Morrow:

Merchant Capital is please to present this offer to the City of Kingsland (the "City") to serve the City as either placement agent or underwriter with respect to the above referenced bond. We have formulated this offer such that the City may see a range of alternatives with respect to this refinancing. As you assess these alternatives, we would point you to several considerations:

1) Is the City comfortable with interest rate risk? Currently, the City pays a fixed rate of 4.60% which is scheduled to reset to a rate of 55.56% of Prime on 2/1/17 and reset again on 2/1/22. The maximum rate payable by the City is 10%. In our proposed floating rate structure, the City's interest rate would equal 65% of 1M Libor plus 0.93%, which is currently equal to 1.03%. We can also cap the City's interest rate at the current rate of 4.60%.

2) Is the City comfortable with refinancing risk? Currently the bond is subject to interest rate risk, but not refinancing risk. The bond matures on 2/1/2032. Several of the options presented herein contain a maturity of 8/1/2024. This means the City will be forced to pay the bond in full on 8/1/24 or refinance the remaining principal subject to prevailing market conditions. Albeit unlikely, no guarantee can be made that financing will be available to the City on 8/1/24.

3) Does the City want to eliminate all interest rate and refinancing risk? The City can accomplish this goal with a public bond offering as presented herein.

Again, thank you for the opportunity to respond to this request. Please call me directly at 404-504-2763 with any questions.

Sincerely yours,

MERCHANT CAPITAL, L.L.C.
One Buckhead Plaza, Suite 1700
3060 Peachtree Road, NW
Atlanta, Georgia 30305

Lewis L. Monroe III
Vice President

Attachment: Merchant Transmittal letter 61714 (1054 : Approval of Bid Award)

Attachment: Merchant Bid 61714 (1054 : Approval of Bid Award)

CONDITIONS TO DELIVERY:

Delivery of the Series 2014 Bond is subject to their validation by the Superior Court of Camden County, Georgia.

DUE DILIGENCE:

Audited financial statements may be found at the following hyperlink. Other information shall be furnished upon request. http://www.kingslandgeorgia.com/DocumentCenter/Index/3

INVESTMENT LETTER:

As a condition of purchasing the Series 2014 Bond, the purchaser agrees that it will deliver at closing an investment letter in substantially the form attached hereto.

SUBMISSION OF OFFERS:

Offers may be submitted on or before the Bid Opening by (i) hand delivery of a hard copy to 105 West William Ave, Kingsland, GA 31548, (ii) email to ljohnson@kingslandgeorgia.com, or (iii) by U.S. Postal Service to PO Box 250, Kingsland, GA 31548.

SUBMISSION REQUIREMENTS:

1. Completed Bidder's Term Sheet
2. Completed Sources and Uses of Funds Form
3. Debt Service Schedule (based on the fixed rate for the term of the fixed rate period and the maximum rate for any period not covered by the fixed rate)

DISCLOSURE:

The city reserves the right to reject any or all offers either in full or in part at its discretion.

ACKNOWLEDGMENT AND ACCEPTANCE BY BIDDER:

Merchant Capital, L.L.C., **AS BIDDER, HAS READ THE REQUEST FOR OFFERS AND STUDIED THE FINANCIAL CONDITION OF THE CITY OF KINGSLAND, GEORGIA IN A MANNER SUFFICIENT TO MAKE AN INFORMED INVESTMENT DECISION WITH RESPECT TO THE SERIES 2014 BOND AND HEREBY AGREES TO PURCHASE THE SERIES 2014 BOND, IF ANY ARE ISSUED, SUBJECT TO THIS REQUEST FOR OFFERS AND THE PROPOSAL ATTACHED HERETO.**

Authorized Signature: _____ **Date:** 6/17/14

Name: Lewis L. Monroe III **Title:** Vice President

Company: Merchant Capital, L.L.C. **Phone:** 404-504-2763

Attachment: Merchant Bid 61714 (1054 : Approval of Bid Award)

TERM SHEET:

Borrower: Kingsland Development Authority / City of Kingsland

Purchaser:	Merchant Capital LLC Private Placement			Merchant Capital LLC Public Offering
Commitment:	Tax-Exempt Bank Qualified Revenue Bond			Tax-Exempt Bank Qualified Revenue Bond
Bond Ordinance (requirements):	1) Pledge of ad valorem taxing power through intergovernmental contract 2) Audited financial statements within 270 days of FYE 3) provide other financial information as reasonably requested by Bank			1) 1st priority pledge of and lien on Hotel/Motel Tax Revenue **or** pledge of ad valorem taxing power, up to 3 mills, through intergovernmental contract (either is acceptable) 2) Annual Disclosure to MSRB EMMA website required 3) Add'l Parity Bonds may be issued provided the maximum annual debt service of all bonds issued under the ordinance does not exceed 125% of pledged revenues
Bond Scenario:	**10yr. Fixed Rate Make Whole Prepayment**	**10yr. Fixed Rate**	**3yr. Fixed Rate / floating thereafter**	**18yr. Fixed Rate**
Prepayment:	See Make Whole Provision*	In whole or in part each anniversary beginning 8/1/2015	In whole or in Part anytime beginning 8/1/2017	In whole or in part at anytime beginning 8/1/2019
Bond Par Amount:	$2,424,065.10	$2,424,065.10	$2,489,721.70	$2,520,000.00
Interest Rate:	2.85% fixed	3.18% fixed	1.91% fixed for 36mo, thereafter 65% of 1M Libor +0.93%	2.94% fixed
Final Maturity Date:	8/1/2024	8/1/2024	8/1/2024	2/1/2032
Total Guaranteed Debt Service Savings**:	$206,143.06	$176,802.42	$115,000.33	$290,975.30
Total Interest Cost***:	2.9842%	3.3141%	2.3095%	3.5013%
Maximum Interest Rate Payable:	2.85%	3.18%	4.60%	2.94%
Refunded Bonds:	$2,370,281.39			$2,367,367.47
Hold Firm Period:	30 days from June 17, 2014			Subject to Change Until Bond Purchase Agreement is Signed on or about August 5th

* The make whole amount payable by Borrower shall equal the present value of the difference between between the contractual fixed rate and the rate at which Lender can replace the Loan asset in the then-current market, which shall in no case be less than zero. If Lender does not incur a loss to replace the Loan asset, then the Borrower will not incur a prepayment penalty. Generally, a loss to the Lender would occur if interest rates are lower at the time of prepayment relative to the level of interest rates at the time of closing.

** Debt Service Savings which are guaranteed based on the term of each respective commitment. For the floating rate alternative, savings are based on a rate of 1.91% for the first three years and the maximum rate of 4.60% for the last seven years. If floating rate averages the initial fixed rate for the full term total debt service savings would be $460,469.

*** Based on the initial fixed rate of 1.91% for the floating rate alternative and includes the cost to cap the interest rate at 4.60% for the floating rate period. For all alternatives, includes the fees of Merchant Capital LLC and the initial purchaser. For Public Offering also includes $52,000 of expenses not present in the private placement alternatives.

Attachment: Merchant Bid 61714 (1054 : Approval of Bid Award)

SOURCES AND USES OF FUNDS:

	10yr. Fixed	10yr. Fixed w/Make Whole	3yr. Fixed	18yr. Fixed
Sources of Funds:				
Bond Par Amount	$ 2,424,065.10	$ 2,424,065.10	$ 2,489,721.70	$ 2,520,000.00
Net Original Issue Discount	-	-	-	(24,772.45)
Total Sources of Funds	$ 2,424,065.10	$ 2,424,065.10	$ 2,489,721.70	$ 2,495,227.55
Uses of Funds:				
Series 2007 Principal Redeemed	$ 2,370,281.39	$ 2,370,281.39	$ 2,370,281.39	2,367,367.47
Accrued Interest	4,543.04	4,543.04	4,543.04	5,444.95
Borrower's Expenses:				
Bond/Local Counsel	20,000.00	20,000.00	20,000.00	20,000.00
Interest rate cap @ 4.6%*	-	-	65,000.00	-
Accountant	-	-	-	2,500.00
Paying Agent	-	-	-	500.00
Misc.	-	-	-	3,500.00
Bond Rating	-	-	-	8,500.00
Official Statement	-	-	-	2,000.00
Disclosure Counsel	-	-	-	30,000.00
Disclosure Agent*	-	-	-	5,000.00
Bond Insurance*	-	-	-	8,835.13
Bidder's Expenses:				
Placement Agent / Underwriter	24,240.67	24,240.67	24,897.27	41,580.00
Initial Purchaser's Expenses	5,000.00	5,000.00	5,000.00	-
Total Uses of Funds	$ 2,424,065.10	$ 2,424,065.10	$ 2,489,721.70	$ 2,495,227.55

* These fees may not be necessary. The interest rate cap is not required but is offered if the City would like to purchase protection against rising interest rates. Bond Insurance may not be necessary given the level of debt service coverage offered by the hotel/motel tax. The Disclosure Agent may be hired by the City to manage the City's annual obligation to provide continuing disclosure to the bond market (one-time charge covers the City for as long as the bonds are outstanding).

Attachment: Merchant Bid 61714 (1054 : Approval of Bid Award)

10YR. FIXED PREPAYABLE AT ANYTIME SUBJECT TO MAKE WHOLE PROVISION

FYE Ending	Principal	Rate	Interest	Debt Service	Existing Debt Service*	Savings
9/30/2014	$ -		$ -	$ -	$ 24,000.00	$ 24,000.00
9/30/2015	48,380.20	2.85%	71,619.72	**119,999.92**	144,000.00	24,000.08
9/30/2016	52,668.20	2.85%	67,331.76	**119,999.96**	151,000.00	31,000.04
9/30/2017	54,180.00	2.85%	65,819.95	**119,999.95**	156,000.00	36,000.05
9/30/2018	91,993.60	2.85%	64,006.39	**155,999.99**	156,000.01	0.02
9/30/2019	101,684.40	2.85%	61,315.52	**162,999.92**	163,000.00	0.08
9/30/2020	109,639.10	2.85%	58,360.84	**167,999.94**	168,000.00	0.06
9/30/2021	112,786.30	2.85%	55,213.70	**168,000.00**	168,000.01	0.01
9/30/2022	131,277.70	2.85%	51,867.55	**183,145.25**	210,845.68	27,700.43
9/30/2023	161,820.10	2.85%	47,908.51	**209,728.61**	241,449.73	31,721.12
9/30/2024	166,465.00	2.85%	43,263.55	**209,728.55**	241,449.72	31,721.17
BOND MATURES ON 8/1/24. REMAINING $1,393,170.50 OF PRINCIPAL MUST BE REFINANCED OR PAID IN FULL ON 8/1/24. PAYMENTS FOR FISCAL 2025 AND BEYOND SUBJECT TO PREVAILING MARKET CONDITIONS AT THE TIME OF REFINANCING						
9/30/2025	171,243.30	?	?	?	241,449.73	?
9/30/2026	176,158.80	?	?	?	241,449.73	?
9/30/2027	181,215.40	?	?	?	241,449.72	?
9/30/2028	186,417.10	?	?	?	241,449.72	?
9/30/2029	191,768.10	?	?	?	241,449.72	?
9/30/2030	197,272.70	?	?	?	241,449.72	?
9/30/2031	202,935.30	?	?	?	241,449.72	?
9/30/2032	86,159.80	?	?	?	100,604.84	?
	$ 2,424,065.10		$ 586,707.49	$ 1,617,602.09	3,614,498.05	$ 206,143.06

* Based on the current rate of 4.60%

Attachment: Merchant Bid 61714 (1054 : Approval of Bid Award)

10YR FIXED PREPAYABLE AT ANYTIME

FYE Ending	Principal	Rate	Interest	**Debt Service**	Existing Debt Service*	Savings
9/30/2014	$ -		$ -	**$ -**	$ 24,000.00	$ 24,000.00
9/30/2015	40,021.00	3.18%	79,978.99	**119,999.99**	144,000.00	24,000.01
9/30/2016	44,541.50	3.18%	75,458.50	**120,000.00**	151,000.00	31,000.00
9/30/2017	45,969.20	3.18%	74,030.72	**119,999.92**	156,000.00	36,000.08
9/30/2018	83,731.30	3.18%	72,268.70	**156,000.00**	156,000.01	0.01
9/30/2019	93,471.30	3.18%	69,528.60	**162,999.90**	163,000.00	0.10
9/30/2020	101,507.60	3.18%	66,492.33	**167,999.93**	168,000.00	0.07
9/30/2021	104,761.40	3.18%	63,238.52	**167,999.92**	168,000.01	0.09
9/30/2022	132,375.00	3.18%	59,687.58	**192,062.58**	210,845.68	18,783.10
9/30/2023	164,719.30	3.18%	55,220.92	**219,940.22**	241,449.73	21,509.51
9/30/2024	169,999.40	3.18%	49,940.87	**219,940.27**	241,449.72	21,509.45
BOND MATURES ON 8/1/24. REMAINING $1,442,968.10 OF PRINCIPAL MUST BE REFINANCED OR PAID IN FULL ON 8/1/24. PAYMENTS FOR FISCAL 2025 AND BEYOND SUBJECT TO PREVAILING MARKET CONDITIONS AT THE TIME OF REFINANCING						
9/30/2025	175,448.70	?	?	?	241,449.73	?
9/30/2026	181,072.60	?	?	?	241,449.73	?
9/30/2027	186,876.90	?	?	?	241,449.72	?
9/30/2028	192,867.20	?	?	?	241,449.72	?
9/30/2029	199,049.50	?	?	?	241,449.72	?
9/30/2030	205,430.00	?	?	?	241,449.72	?
9/30/2031	212,015.00	?	?	?	241,449.72	?
9/30/2032	90,208.20	?	?	?	100,604.84	?
	$ 2,424,065.10		$ 665,845.73	$ 1,646,942.73	3,614,498.05	$ 176,802.42

* Based on the current rate of 4.60%

Attachment: Merchant Bid 61714 (1054 : Approval of Bid Award)

3YR. FIXED / FLOATING THEREAFTER AT 65% OF 1M LIBOR + 0.93% PREPAYABLE ANYTIME AFTER 8/1/17

FYE Ending	Principal	Rate*	Interest	**Debt Service**	Existing Debt Service**	Savings***
9/30/2014	$ -		$ -	**$ -**	$ 24,000.00	$ 24,000.00
9/30/2015	70,803.00	1.91%	49,197.01	**120,000.01**	144,000.00	23,999.99
9/30/2016	74,152.70	1.91%	45,847.26	**119,999.96**	151,000.00	31,000.04
9/30/2017	75,575.80	1.91%	44,424.16	**119,999.96**	156,000.00	36,000.04
9/30/2018	83,093.40	4.60%	72,906.57	**155,999.97**	156,000.01	0.04
9/30/2019	63,165.90	4.60%	99,834.05	**162,999.95**	163,000.00	0.05
9/30/2020	71,163.50	4.60%	96,836.44	**167,999.94**	168,000.00	0.06
9/30/2021	74,475.10	4.60%	93,524.83	**167,999.93**	168,000.01	0.08
9/30/2022	121,285.00	4.60%	89,560.67	**210,845.67**	210,845.68	0.01
9/30/2023	157,889.10	4.60%	83,560.61	**241,449.71**	241,449.73	0.02
9/30/2024	165,236.50	4.60%	76,213.22	**241,449.72**	241,449.72	-
BOND MATURES ON 8/1/24. REMAINING $1,532,881.70 OF PRINCIPAL MUST BE REFINANCED OR PAID IN FULL. PAYMENTS FOR FISCAL 2025 AND BEYOND SUBJECT TO PREVAILING MARKET CONDITIONS AT THE TIME OF REFINANCING						
9/30/2025	177,812.10	?	?	?	241,449.73	?
9/30/2026	186,086.60	?	?	?	241,449.73	?
9/30/2027	194,746.20	?	?	?	241,449.72	?
9/30/2028	203,808.70	?	?	?	241,449.72	?
9/30/2029	213,293.00	?	?	?	241,449.72	?
9/30/2030	223,218.60	?	?	?	241,449.72	?
9/30/2031	233,606.20	?	?	?	241,449.72	?
9/30/2032	100,310.30	?	?	?	100,604.84	?
	$ 2,489,721.70		$ 751,904.82	$ 1,708,744.82	3,614,498.05	$ 115,000.33

* Rate = 1.91% through 8/1/2017 and floats monthly thereafter at a rate of 65% of 1M Libor +0.93% with a maximum rate of 4.60%. CURRENTLY: 65% of 1M Libor +0.93% = 1.03%

** Based on the existing rate of 4.60%

*** Savings assuming interest rate after 8/1/17 equals maximum rate of 4.60%. If interest rate remained at 1.91%, savings over the 10yr. Period would equal $460,469

Floating Rate Historical Analysis	1M Libor Avg.	Rate for Kingsland Based on Hist. Avg.
1M Libor Average Last 5yrs	0.23%	1.08%
10yrs	1.87%	2.15%
20yrs	3.16%	2.98%
30yrs	4.27%	3.71%

Attachment: Merchant Bid 61714 (1054 : Approval of Bid Award)

18YR. FIXED PREPAYABLE ANYTIME AFTER 8/1/19

FYE Ending	Principal	Rate	Interest	**Debt Service**	Existing Debt Service*	Savings
9/30/2014	$ -		$ -	**$ -**	$ 12,000.00	$ 12,000.00
9/30/2015	50,000.00	2.000%	65,177.07	**115,177.07**	144,000.00	28,822.93
9/30/2016	50,000.00	2.000%	67,633.76	**117,633.76**	151,000.00	33,366.24
9/30/2017	50,000.00	2.000%	66,633.76	**116,633.76**	156,000.00	39,366.24
9/30/2018	90,000.00	2.000%	65,233.76	**155,233.76**	156,000.01	766.25
9/30/2019	95,000.00	2.000%	63,383.76	**158,383.76**	163,000.00	4,616.24
9/30/2020	105,000.00	1.900%	61,436.26	**166,436.26**	168,000.00	1,563.74
9/30/2021	105,000.00	2.125%	59,323.13	**164,323.13**	168,000.01	3,676.88
9/30/2022	140,000.00	2.350%	56,562.50	**196,562.50**	210,845.68	14,283.18
9/30/2023	175,000.00	2.500%	52,730.00	**227,730.00**	241,449.73	13,719.73
9/30/2024	175,000.00	2.650%	48,223.75	**223,223.75**	241,449.72	18,225.97
9/30/2025	180,000.00	2.750%	43,430.00	**223,430.00**	241,449.73	18,019.73
9/30/2026	185,000.00	2.850%	38,318.75	**223,318.75**	241,449.73	18,130.98
9/30/2027	190,000.00	2.950%	32,880.00	**222,880.00**	241,449.72	18,569.72
9/30/2028	200,000.00	3.050%	27,027.50	**227,027.50**	241,449.72	14,422.22
9/30/2029	205,000.00	3.150%	20,748.75	**225,748.75**	241,449.72	15,700.97
9/30/2030	210,000.00	3.250%	14,107.50	**224,107.50**	241,449.72	17,342.22
9/30/2031	220,000.00	3.350%	7,010.00	**227,010.00**	241,449.72	14,439.72
9/30/2032	95,000.00	3.500%	1,662.50	**96,662.50**	100,604.84	3,942.34
	$ 2,520,000.00	**2.940%**	$ 791,522.75	$ 3,311,522.75	3,602,498.05	$ 290,975.30

* Based on the current rate of 4.60%

City of Kingsland

Financing Bid Tabulation

Thursday, June 12, 2014 @ 2:00PM

	Curb-Tender Garbage Truck		
Financial Institution	Term	Rate	Prepayment Penalty
Ameris Bank	5 Yrs	2.74%	None
Bank of America	no bid	no bid	no bid
Citizens State Bank	5 Yrs	6.00%	None
Coastal Bank of GA	5 Yrs	3.74%	None
BB&T via GMA	5 Yrs	1.85%	None
Southeastern Bank	5 Yrs	2.49%	None
Suntrust Bank	no bid	no bid	no bid
The Heritage Bank	no bid	no bid	no bid

Attachment: Copy of Garbage Truck (1055 : APPROVAL OF: Bid Award for Financing Curb-Tender FE Garbage Truck)

City of Kingsland

Financing Bid Tabulation

Thursday, June 12, 2014 @ 2:00PM

	Dual Purpose Rescue Pumper		
Financial Institution	Term	Rate	Prepayment Penalty
Ameris Bank	12 Yrs	3.56%	None
Bank of America	no bid	no bid	no bid
Citizens State Bank	12 Yrs	9.00%	None
Coastal Bank of GA	12 Yrs	4.57%	None
BB&T via GMA	12 Yrs	3.08%	None
Southeastern Bank	12 Yrs	3.55%	None
Suntrust Bank	no bid	no bid	no bid
The Heritage Bank	no bid	no bid	no bid

Attachment: Copy of Dual Purpose Rescue Pumper (1056 : APPROVAL OF: Bid Award for Financing Dual-Purpose Rescue Engine/Pumper)

City of Kingsland

Financing Bid Tabulation

Thursday, June 12, 2014 @ 2:00PM

	Fire Station		
Financial Institution	Term	Rate	Prepayment Penalty
Ameris Bank	12 Yrs	3.49%	None
Bank of America	no bid	no bid	no bid
Citizens State Bank	12 Yrs	8.50%	None
Coastal Bank of GA	12 Yrs	4.57%	None
BB&T via GMA	12 Yrs	3.08%	1%
Southeastern Bank	12 Yrs	3.49%	None
Suntrust Bank	no bid	no bid	no bid
The Heritage Bank	no bid	no bid	no bid

Attachment: Copy of Fire Station (1057 : APPROVAL OF: Bid Award for Refinancing Fire Station)

RESOLUTION ACCEPTING PROPERTY

WHEREAS, the City of Kingsland has previously approved the subdivision plat of Lakevine South Subdivision, as more fully and accurately shown and described on that certain plat of survey by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated July 28, 2003, recorded in Plat Drawer 16, Map No. 4, Camden County, Georgia, records; and

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

WHEREAS, the developer of said subdivision has tendered to the City of Kingsland a deed conveying streets, tracts, and structures within the subdivision, which deed is acceptable to the City of Kingsland;

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND, GEORGIA, that the deed from Soncel, Inc., to the City, conveying streets, tracts, and structures, dated _____, 20___, is hereby accepted by the City of Kingsland.

THIS _____ day of _____, 20___.

CITY OF KINGSLAND, GEORGIA

By: _____(SEAL)
Its Mayor

Attest: _____(SEAL)
Its Clerk

CLERK'S CERTIFICATE

I, Linda O'Shaughnessy, the duly appointed, qualified and acting Clerk of the City of Kingsland, Georgia, do hereby certify that the attached resolution was duly adopted by the Mayor and Council of the City of Kingsland, Georgia, at its regular meeting held on _____, 20___, and I do further certify that the copy of the resolution is a true and correct copy of said resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said City this ____ day of _____, 20___.

_____
Linda O'Shaughnessy

Attachment: Resolution 2014-14 (1075 : Adoption of Resolution #2014-14)

Please return to:
Gilbert, Harrell, Sumerford & Martin, P.C.
Attorneys at Law
P. O. Drawer 7050
St. Marys, GA 31558
32566

STATE OF GEORGIA

COUNTY OF CAMDEN

WARRANTY DEED

THIS INDENTURE, made this 13th day of MAY, 2014, between SONCEL, INC., a Georgia corporation, of the first part, and the CITY OF KINGSLAND, a municipal corporation of the State of Georgia, of the second part.

WHEREAS, Soncel, Inc., has developed a certain subdivision within the city limits of the City of Kingsland, Camden County, Georgia, as set forth below; and

WHEREAS, there exists a recorded plat of said subdivision showing public rights-of-way; and

WHEREAS, Grantor herein desires to convey title to certain properties within said subdivision; and

WHEREAS, the City of Kingsland has inspected and is ready to accept title and ownership to the property set forth and described below;

NOW, THEREFORE, the said party of the first part, for and in consideration of the sum of $10.00 and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all those lots, tracts, or parcels of land lying and being in the City of Kingsland, 1606th G. M. District, Camden County, Georgia, more particularly described as follows:

The right-of-ways of Honeysuckle Road and Hydrangea Road; Tract "A", LESS AND EXCEPT that portion of said Tract "A" being the lake and surrounding lake access and maintenance easement being more particularly described as follows: for a Point of Beginning commence at the Northeasterly corner of Lot 40, said Lakevine South, the same being a point on the curved Southerly right-of-way line of Honeysuckle Road, a 50-foot right-of-way as established by said Lakevine South, and run in a easterly direction along the arc of a curve, said curve being concave southerly and having a radius of 219.34 feet, a chord bearing and distance of North 89°32'24" East, 12.54 feet; Thence South 15°00'33" East, 100.43 feet; Thence North 86°44'04" East, 30.57 feet; Thence South 45°51'51" East, 65.34 feet; Thence South 36°48'08" East, 85.20 feet; Thence South 05°51'41" East 58.52 feet, Thence South 25°42'55" West, 78.46 feet; Thence North 87°26'19" West, 103.26 feet; Thence North 86°01'25" West, 45.06 feet; Thence North

Attachment: Warranty Deed (1076 : ACCEPTANCE OF: Warranty Deed)

41°56'30" West, 50.61 feet; Thence North 49°28'02 West, 55.42 feet; Thence South 73°56'49" West, 55.89 feet; Thence South 77°57'03" West, 62.46 feet; Thence North 58°00'30" West, 49.20 feet, Thence North 54°21'53" West, 53.73 feet; Thence North 14°49'47" West, 45.82 feet, Thence North 76°52'11" East, 330.88 feet, Thence North 13°07'49" West, 110.95 feet to the Point of Beginning. The land thus described is as shown on the subdivision plat of Lakevine South as recorded in the public records of said county at Plat Drawer 16, Map Number 4. Also conveyed are all of the water, sanitary sewer, storm lines and associated structures lying within.

SUBJECT, NEVERTHELESS, to covenants and easements of record, if any.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever, IN FEE SIMPLE.

And the said party of the first part, for itself, its successors and assigns, will warrant and forever defend the right and title to the above described property unto the said party of the second part, its successors and assigns, against the lawful claims of all persons whomsoever.

SONCEL, INC., a Georgia corporation

By: _____ (SEAL)
Its Assistant Secretary

Signed, sealed, and delivered
in the presence of:

_____
Witness

_____
Notary Public

Attachment: Warranty Deed (1076 : ACCEPTANCE OF: Warranty Deed)

RESOLUTION ACCEPTING EASEMENTS

WHEREAS, the City of Kingsland has previously approved the subdivision plat of Lakevine South ~ Replat 1 Subdivision, as more fully and accurately shown and described on that certain plat of survey by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated June 8, 2004, recorded in Plat cabinet 4, File No. 30-G, Camden County, Georgia, records; and

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

WHEREAS, the developer of said subdivision has tendered to the City of Kingsland an easement conveying drainage and utility easements, storm lines, and structures within the subdivision, which easement is acceptable to the City of Kingsland;

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND, GEORGIA, that the easement from Soncel, Inc., to the City, conveying easements and structures, dated _____ _____, 20___, is hereby accepted by the City of Kingsland.

THIS _____ day of _____, 20____.

CITY OF KINGSLAND, GEORGIA

By: _____(SEAL)
Its Mayor

Attest: _____(SEAL)
Its Clerk

CLERK'S CERTIFICATE

I, Linda O'Shaughnessy, the duly appointed, qualified and acting Clerk of the City of Kingsland, Georgia, do hereby certify that the attached resolution was duly adopted by the Mayor and Council of the City of Kingsland, Georgia, at its regular meeting held on _____, 20____, and I do further certify that the copy of the resolution is a true and correct copy of said resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said City this ____ day of _____, 20_____.

_____
Linda O'Shaughnessy

Attachment: Resolution 2014-15 (1077 : ADOPTION OF: Resolution #2014-15)

Please return to:
Gilbert, Harrell, Sumerford & Martin, P.C.
Attorneys at Law
P. O. Box 7050
St. Marys, GA 31558

STATE OF GEORGIA
COUNTY OF CAMDEN

EASEMENT

For and in consideration of the sum of $1.00 in hand paid, and other good and valuable considerations, SONCEL, INC., a Georgia corporation, hereinafter referred to as "Grantor," hereby grant unto the CITY OF KINGSLAND, a municipal corporation of the State of Georgia, hereinafter referred to as "Grantee", a perpetual, assignable, non-exclusive easement for the purposes set forth on the plat referenced below, over, under, through and across all those lots, tracts, and parcels of land lying and being in the City of Kingsland, 1606th G. M. District, Camden County, Georgia, more particularly described as follows:

> All of those drainage and utility easements lying each side of the line common to Lots 17 and 18, and Lots 18 and 19; and along the rear of Lots 16 and 17; along the front, side and rear of all lots except any portion of that line lying in a jurisdictional wetland area, all as shown more fully and accurately on that certain plat of survey of Lakevine South – Replat 1 Subdivision by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated June 8, 2004, recorded in Plat Cabinet 4, File No. 30-G, Camden County, Georgia, records.

The easement herein granted shall bind the successors and assigns of the undersigned Grantor, and shall inure to the benefit of the Grantee, its successors and assigns.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the Grantor, its successors and assigns, by reason of the exercise of the rights herein conveyed. The Grantee, by acceptance hereof, covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor, its successors and assigns.

Attachment: Easement lots 17 and 18 (1078 : ACCEPTANCE OF: Easement from Soncel, Inc. to the City of Kingsland)

IN WITNESS WHEREOF, the Grantor has executed this instrument through its duly authorized officers this _____ day of _____, 2014.

SONCEL, INC., a Georgia corporation

By: _____ (SEAL)
Its Assistant Secretary

Signed, sealed, and delivered
in the presence of:

_____
Witness

_____
Notary Public

CHARLES C. SMITH, JR.
NOTARY
MY COMM. EXPIRES AUG. 8, 2016
PUBLIC
CAMDEN COUNTY, GEORGIA

Attachment: Easement lots 17 and 18 (1078 : ACCEPTANCE OF: Easement from Soncel, Inc. to the City of Kingsland)

RESOLUTION ACCEPTING EASEMENTS

WHEREAS, the City of Kingsland has previously approved the subdivision plat of Lakevine South Subdivision, as more fully and accurately shown and described on that certain plat of survey by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated July 28, 2003, recorded in Plat Drawer 16, Map No. 4, Camden County, Georgia, records; and

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

WHEREAS, the developer of said subdivision has tendered to the City of Kingsland an easement conveying drainage and utility easements, storm lines, and structures within the subdivision, which easement is acceptable to the City of Kingsland;

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND, GEORGIA, that the easement from Soncel, Inc., to the City, conveying easements and structures, dated _____ _____, 20___, is hereby accepted by the City of Kingsland.

THIS _____ day of _____, 20_____.

CITY OF KINGSLAND, GEORGIA

By: _____(SEAL)
Its Mayor

Attest: _____(SEAL)
Its Clerk

CLERK'S CERTIFICATE

I, Linda O'Shaughnessy, the duly appointed, qualified and acting Clerk of the City of Kingsland, Georgia, do hereby certify that the attached resolution was duly adopted by the Mayor and Council of the City of Kingsland, Georgia, at its regular meeting held on _____, 20_____, and I do further certify that the copy of the resolution is a true and correct copy of said resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said City this ____ day of _____, 20_____.

_____
Linda O'Shaughnessy

Attachment: Resolution #2014-16 (1079 : Approval Of: Resolution #2014-16: Resolution Accepting Easements)

Please return to:
Gilbert, Harrell, Sumerford & Martin, P.C.
Attorneys at Law
P. O. Box 7050
St. Marys, GA 31558

STATE OF GEORGIA
COUNTY OF CAMDEN

EASEMENT

For and in consideration of the sum of $1.00 in hand paid and other good and valuable considerations, SONCEL, INC., a Georgia corporation, hereinafter referred to as "Grantor," hereby grant unto the CITY OF KINGSLAND, a municipal corporation of the State of Georgia, hereinafter referred to as "Grantee", a perpetual, assignable, non-exclusive easement for the purposes set forth on the plat referenced below, over, under, through and across all those lots, tracts, and parcels of land lying and being in the City of Kingsland, 1606th G. M. District, Camden County, Georgia, more particularly described as follows:

> All of those drainage and utility easements lying each side of the line common to lots 6 and 7, lots 25 and 26, lots 27 and 28, lots 37 and 38, lots 38 and 39, lots 41 and 42, along the rear of lots 1 through 15; along the front, side, and rear of all other lots except any portion of a lot line lying in a jurisdictional wetland area (as denoted in note 8); an easement for drainage through the lake and an easement for maintenance and access lying 10 feet outside the perimeter of the lake from the top of bank of the final completed location and between the easterly lot line of lot 40 and the wetland jurisdictional line; all as shown on the subdivision plat of Lakevine South as recorded in the public records of said county at Plat Drawer 16, Map Number 4. Also conveyed are all of the storm lines and associated structures.

The easement herein granted shall bind the successors and assigns of the undersigned Grantor, and shall inure to the benefit of the Grantee, its successors and assigns.

The consideration hereinabove recited shall constitute payment in full fo any damages to the land of the Grantor, its successors and assigns, by reason of the exercise of the rights herein conveyed. The Grantee, by acceptance hereof, covenants to maintain the easement in good repair so that no

Attachment: Easement Lots 6 and 7 (1080 : ACCEPTANCE OF: Easement from Soncel, Inc. to the City of Kingsland)

unreasonable damage will result from its use to the adjacent land of the Grantor, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument through its duly authorized officers this 13th day of MAY, 2014.

SONCEL, INC., a Georgia corporation

By: _____ (SEAL)
Its Assistant Secretary

Signed, sealed, and delivered
in the presence of:

_____
Witness

_____
Notary Public

CHARLES C. SMITH, JR.
NOTARY
MY COMM. EXPIRES AUG. 8, 2016
PUBLIC
CAMDEN COUNTY, GEORGIA

Attachment: Easement Lots 6 and 7 (1080 : ACCEPTANCE OF: Easement from Soncel, Inc. to the City of Kingsland)

Office of the County Clerk

P.O. Box 99/200 East 4th Street • Woodbine, GA 31569
Phone: (912) 576.5601 • Fax: (912) 576.5647 • www.co.camden.ga.us

June 17, 2014

City of Kingsland
Mayor Kenneth Smith
P.O. Box 250
Kingsland, GA 31548

Re: Donation of land - Parcel 082 001C; 0082 001B

Dear Mayor Smith,

Recently, the Board of County Commissioners and the Board of Education have voted to move forward with the process of waiving the ad valorem taxes as a condition of the donation of two (2) parcels of land to the City of Kingsland. It is the intention of the Public Service Authority to utilize these parcels as a future public park and greenspace. The two (2) parcels are being donated by owners James Hancock and Thomas W. Neal, totaling approximately 15.99 acres; the properties are located off of Highway 40 near the front of the Meadows subdivision in Kingsland.

At this time, the Public Service Authority would now like to request the City of Kingsland's consideration to accept the donation of these two (2) parcels of land.

If you have any questions, or would like to discuss this matter further please contact Public Service Authority Director William Brunson at (912) 729-5600.

Thank you for your consideration with this matter,

Kathryn A. Bishop

Kathryn A. Bishop, County Clerk

Cc: Ken Kessler; William Brunson; Linda O'Shaughnessy; Lee Spell

"Georgia's Coastal Community of Choice"

STEVE L. HOWARD
County Administrator

JOHN S. MYERS
County Attorney

WILLIS R. KEENE JR.
Commissioner, District 1

CHUCK CLARK
Commissioner, District 2

JIMMY STARLINE
Commissioner, District 3

GARY BLOUNT
Commissioner, District 4

TONY SHEPPARD
Commissi

Attachment: LETTER City of Kingsland Accept Donation of Land Parcel 082 001C 0082 001B (1081 : Donation of Land - Parcel 082-001B, 00825-