CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA ● JULY 15, 2024

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

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

I. CALL TO ORDER AND WELCOME GUESTS

II. ROLL CALL

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

III. INVOCATION AND PLEDGE TO THE FLAG

IV. CONSENT DOCKET

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

V. RECOGNITION

1. Retirement Recognition - Ronnie Wise -

VI. PRESENTATION

1. Camden County Chapter 1137 Vietnam Veterans of America -

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

IX. PLANNING AND ZONING

1. Approval of: ROW Acceptance - Ryan's Cove Phase 3 -

Ronald Sawyer with Live Oak Coastal Homes, LLC has submitted a Quit-Claim Deed requesting the City of Kingsland to accept a 50' ROW with all infrastructure within Ryan's Cove Phase 3 that includes Ryan Nicholas Drive. An inspection of the infrastructure was completed by the Planning Department and Public Works in May 2024 and no issues were found.

Planning Commission recommends approval.

2. Approval of: Final Plat - Brookshire Green -

Ronald H. Sawyer, II has submitted a final plat application for Brookshire Green consisting of 64 single family lots on approximately 18.98 acres. The preliminary plat and PD was approved by the City Council on July 10, 2023. Zoning is PD/R-2.

Planning Commission recommends approval.

3. Approval of: Preliminary Plat - Lake Juniper Phase 6 -

Roger Bennett, acting agent for Soncel, Inc. has submitted a preliminary plat application for Lake Juniper Phase 6 consisting of 29 single family lots on approximately 13.79 acres. The developer will follow the existing PD. Zoning is PD/R-1.

Planning Commission recommends approval.

4. Approval of: Preliminary Plat and PD Approval - The Villas at Camden Woods - Phase II -

Roger Bennett, acting agent for Sawyer and Associates has submitted a preliminary plat application and PD for The Villas at Camden Woods Phase II consisting of 240 single family lots on approximately 81.89 acres. The developer submitted a PD that has been reviewed and approved by the Planning and Building Department. Zoning is PD/MU (Planned Development Mixed Use).

Planning Commission recommends approval.

5. Approval of: Final Plat and PD Amendment - Fairways Edge Phase 2 -

Jonathan McDill, acting agent for Laurel Island Holdings, LLC and Saw Dawg, LLC has requested an amendment to the original PD for Fairways Edge Subdivision. The amendment will allow for 50' and 60' lots in Fairways Edge Phase 2 only and will allow for Phase 2 to have its own separate Home Owners Association. A final plat for Phase 2 has also been submitted for approval, consisting of 144 single family lots on approximately 48.61 acres. The preliminary plat was approved by the City Council on April 9, 2024. Zoning is PD/R-1.

Planning Commission recommends approval.

6. Approval of: Re-Zoning - 214 West King Avenue - Map & Parcel K15 09 001 -

Rebecca & Justin Shannon have applied for a re-zoning of parcel K15 09 001 containing approximately 1.39 acres located at 214 West King Avenue. The applicant is requesting the parcel be re-zoned to C-1 (Central Business District) for the purpose of a mixed use project. Current zoning is C-2 (General Commercial).

Planning Commission recommends approval.

X. NEW BUSINESS

1. Approval of: Franchise Agreement with Okefenoke Rural Electric Membership Corporation (OREMC) -

Renewal of a 35-year Ordinance granting franchise, permission and consent to Okefenoke Rural Electric Membership Corporation to occupy public ROW in the City of Kingsland to construction, operate and maintain utility infrastructure. The current Ordinance expires August 2024.

Staff recommends approval.

2. Approval and Acceptance of: Georgia Environmental Finance Authority (GEFA) Lead Service Line Replacement Program Grant -

Approval of a GEFA Lead Service Line Replacement Program Grant #DWLSL2023033 in the amount of $300,000.00. The funding will be used to conduct an inventory to identify existing lead service lines in its drinking water system through investigation activities, such as employee interviews, acquisition of tax records or engineering site plans, predictive and statistical modeling, field investigations, and/or potholing.

Staff recommends approval.

3. Approval of: MainPoint Employee Wellness Clinic MOU FY 2024-2025 -

A Memorandum of Understanding (MOU) establishing a cooperative partnership between the Camden County Board of Commissioners and the City of Kingsland, Georgia for providing onsite clinical medical services by Camden County to employees of the City of Kingsland. The city's pro-rata funding remains at 12% of the $621,221 FY 24-25 budget, an increase of $386 per month.

Staff recommends approval.

4. Approval of: Declaration of Surplus Vehicles to be Auctioned -

1996 E-One Truck - The engine on this truck is an International/Detroit 40 Series 2 stroke that is 28 years old. The head of the block is blown and parts are not easily obtainable. The truck still runs and functions but is leaking oil from the engine block.

1989 Simon Duplex Ladder Truck - The engine on this 35 year old truck is blown and parts are not obtainable.

5. Approval of: Naoxone Policy -

The City of Kingsland recognizes the continuing rise in prescription abuse and subsequent rise in heroin use has resulted in an increase in opioid overdoses. With this program, city personnel located in select public buildings will have access to nasal naloxone rescue kit. Naloxone is an opioid receptor blocker which, when administered quickly, will temporarily reverse the overdose. This initiative involves deployment of naloxone rescue kits to all City buildings where AED devices are located in compliance with Senate Bill 389.

XI. MAYOR AND COUNCIL ANNOUNCEMENT

XII. ADJOURNED

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/15/24 06:00 PM
Department: City Clerk
Category: Recognition
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4504

AGENDA ITEM (ID # 4504)

Retirement Recognition - Ronnie Wise

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/15/24 06:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4497

AGENDA ITEM (ID # 4497)

Camden County Chapter 1137 Vietnam Veterans of America

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/15/24 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:
DOC ID: 4498

AGENDA ITEM (ID # 4498)

Approval of: ROW Acceptance - Ryan's Cove Phase 3

Ronald Sawyer with Live Oak Coastal Homes, LLC has submitted a Quit-Claim Deed requesting the City of Kingsland to accept a 50' ROW with all infrastructure within Ryan's Cove Phase 3 that includes Ryan Nicholas Drive. An inspection of the infrastructure was completed by the Planning Department and Public Works in May 2024 and no issues were found.
Planning Commission recommends approval.

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

Planning and Community Development

Staff Report

Planning Commission Meeting Date: July 1, 2024

City Council Meeting Date: July 15, 2024

Agenda Item: ROW Acceptance

Summary:

Ronald Sawyer with Live Oak Coastal Homes, LLC and has submitted a Quit- Claim Deed requesting the City of Kingsland to accept a 50' ROW with all infrastructure within Ryans Cove Phase 3 that includes Ryan Nicholas Drive. An inspection of the infrastructure was completed by the Planning Dept. and Public Works in May of 2024 and no issues were found. The submitted Quit Claim Deed is attached to this report.

Zoning: PD/R-2

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends approval

Scott L. Kimball

Planning Director

Attachment: July 2024-ROW Acceptance-Ryans Cove Phase 3 (4498 : Approval of: ROW Acceptance - Ryan's Cove Phase 3)

Attachment: July 2024-ROW Acceptance-Ryans Cove Phase 3 (4498 : Approval of: ROW Acceptance - Ryan's Cove Phase 3)

Please return to:
Kinney & Hendrix, LLC
Attorneys at Law
P. O. Box 7050
St. Marys, GA 31558
File 24-49168

STATE OF GEORGIA

COUNTY OF CAMDEN

QUIT-CLAIM DEED

THIS INDENTURE, made this 25th day of JUNE, 2024, between, and **Live Oak Coastal Homes, LLC,** a Georgia limited liability company, of the first part, and the **City of Kingsland**, a municipal corporation of the State of Georgia, of the second part.

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

> All of Ryan Nicholas Drive (a 50-foot right-of-way) as more fully and accurately shown and described on that certain plat of survey of Ryans Cove Phase 3 Subdivision, prepared by Ernest R. Bennett,

Jr., Georgia Registered Land Surveyor No. 2893, dated June 13, 2024, recorded in Plat Book 2024, page 102, Camden County, Georgia, records.

Together with all utility and drainage easement rights dedicated on the aforementioned subdivision plat of Ryans Cove Phase 3 Subdivision.

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

IN WITNESS WHEREOF, the said party of the first part has hereunto set the hands and seals of the respective officers, the day and year above written.

Live Oak Coastal Homes, LLC, a Georgia limited liability company

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

Signed, sealed, and delivered in the presence of:

_____
Witness

_____
Notary Public

STATE OF GEORGIA NOTARY PUBLIC
SARAH PRATT
Camden County
My Commission Expires
January 14, 2025

49168

Attachment: July 2024-ROW Acceptance-Ryans Cove Phase 3 (4498 : Approval of: ROW Acceptance - Ryan's Cove Phase 3)

RESOLUTION ACCEPTING PROPERTY

WHEREAS, the City of Kingsland has previously approved the subdivision plat of Ryans Cove, Phase 3 Subdivision, as more fully and accurately shown and described on that certain plat of survey of same by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated June 13, 2024, recorded in Plat Book 2024 Page 102, Camden County, Georgia, records.

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

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

> All of Ryan Nicholas Drive (a 50-foot right-of-way) as more fully and accurately shown and described on that certain plat of survey of Ryans Cove Phase 3 Subdivision, prepared by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated June 13, 2024, recorded in Plat Book 2024, page 102, Camden County, Georgia, records.
>
> Together with all utility and drainage easement rights dedicated on the aforementioned subdivision plat of Ryans Cove Phase 3 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 Live Oak Coastal Homes, LLC, to the City of Kingsland, Georgia, conveying the aforesaid streets and easements within the subdivision, dated July 15, 2024, is hereby accepted by the City of Kingsland.

49168

Attachment: July 2024-ROW Acceptance-Ryans Cove Phase 3 (4498 : Approval of: ROW Acceptance - Ryan's Cove Phase 3)

THIS 15th day of July, 2024.

CITY OF KINGSLAND, GEORGIA

By: _____(SEAL)
Its Mayor

Attest: _____(SEAL)
Its Clerk

49168

Attachment: July 2024-ROW Acceptance-Ryans Cove Phase 3 (4498 : Approval of: ROW Acceptance - Ryan's Cove Phase 3)

CLERK'S CERTIFICATE

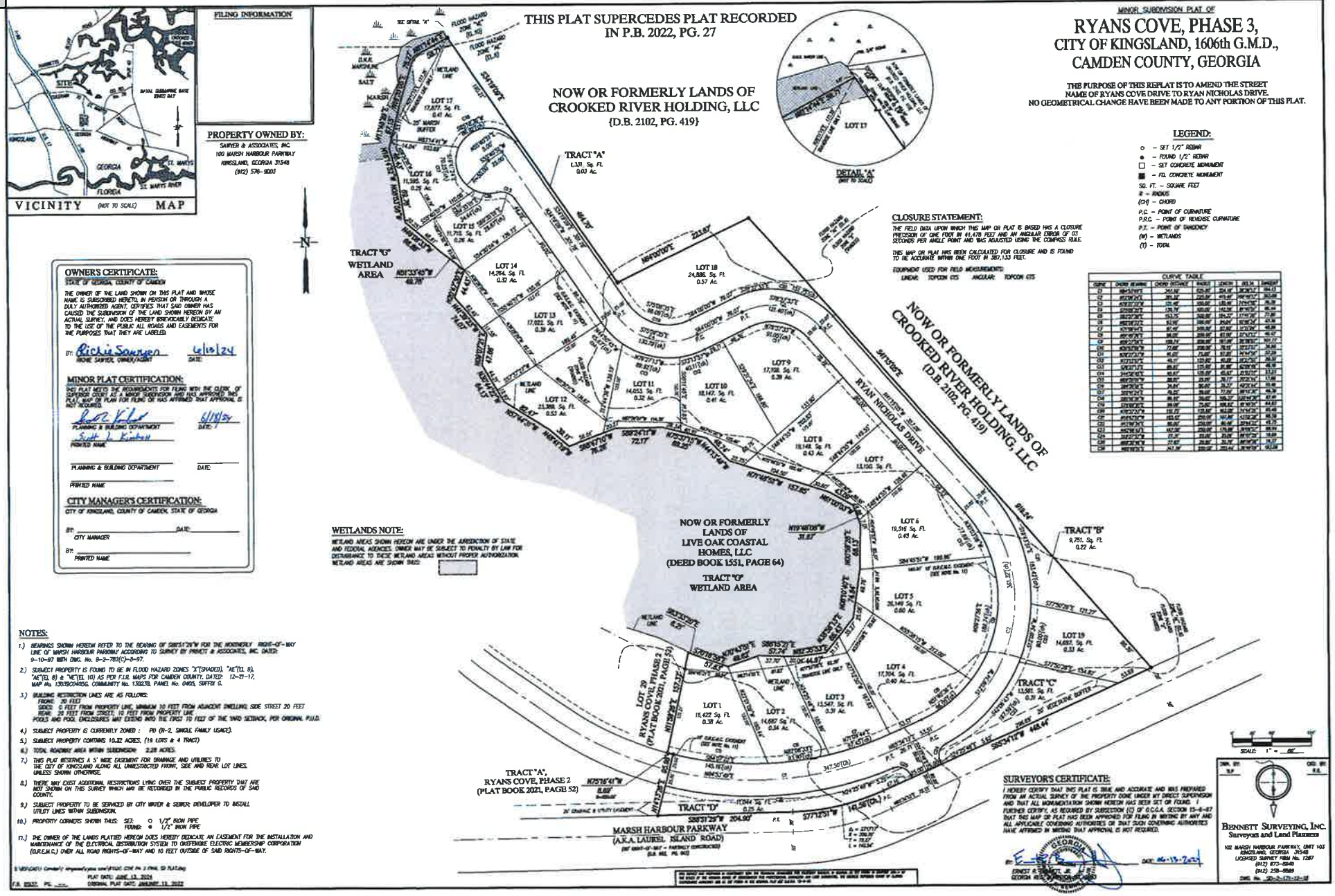
I, Jo Seigler, the duly appointed, qualified and acting Clerk of the City of Kingsland, Georgia, do hereby certify that the attached resolution was duly adopted by the Mayor and Council of the City of Kingsland, Georgia, at its regular meeting held on July 15, , 2024, and I do further certify that the copy of the resolution is a true and correct copy of said resolution adopted at said meeting and on file and of record.

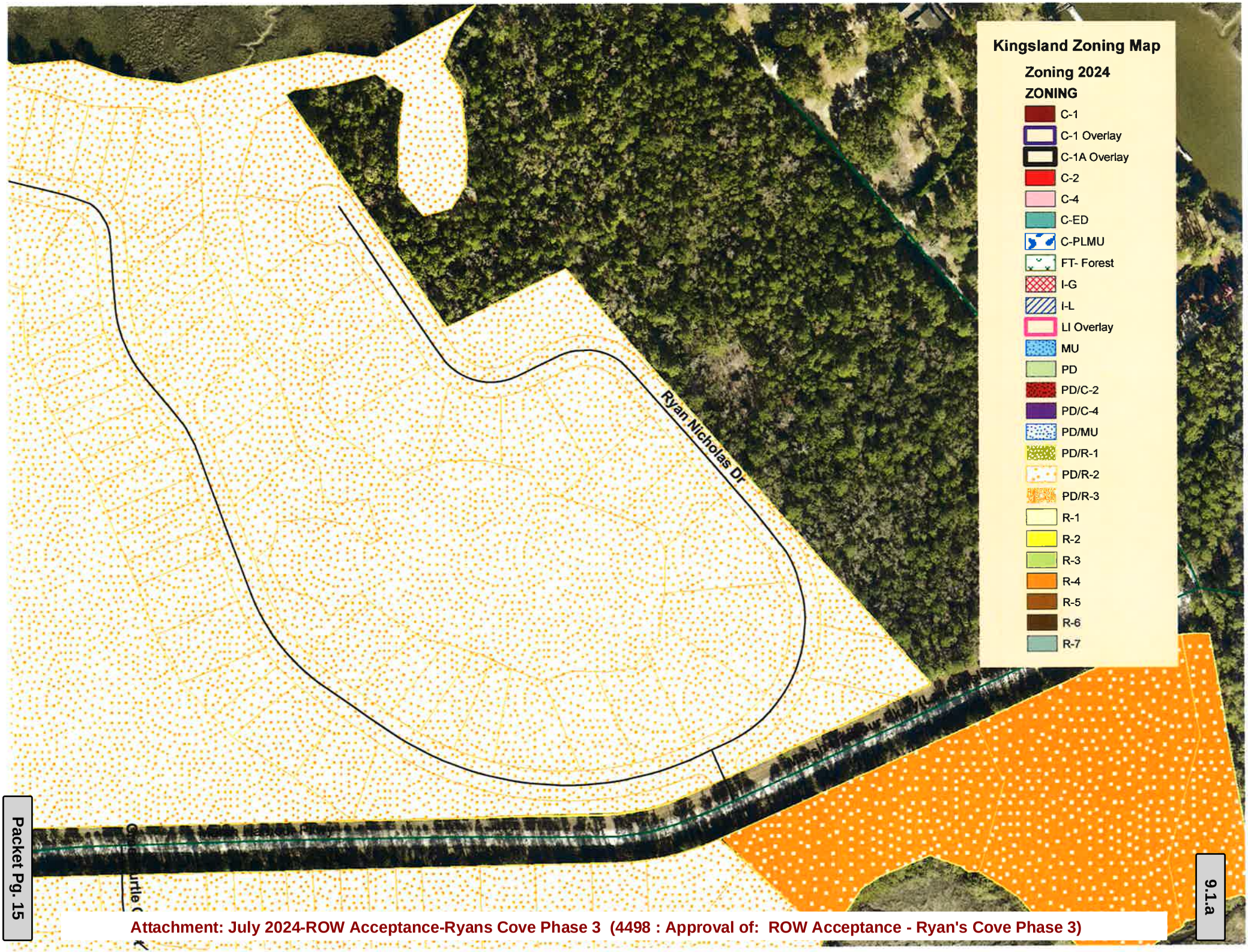
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said City this _____day of _____, 2024.

_____
Jo Seigler

49168

Attachment: July 2024-ROW Acceptance-Ryans Cove Phase 3 (4498 : Approval of: ROW Acceptance - Ryan's Cove Phase 3)


VICINITY MAP (NOT TO SCALE)
FILING INFORMATION
PROPERTY OWNED BY:
SAWYER & ASSOCIATES, INC.
100 MARSH HARBOUR PARKWAY
KINGSLAND, GEORGIA 31548
(912) 576-3003
THIS PLAT SUPERCEDES PLAT RECORDED IN P.B. 2022, PG. 27
NOW OR FORMERLY LANDS OF CROOKED RIVER HOLDING, LLC {D.B. 2102, PG. 419}
MINOR SUBDIVISION PLAT OF
RYANS COVE, PHASE 3,
CITY OF KINGSLAND, 1606th G.M.D.,
CAMDEN COUNTY, GEORGIA
THE PURPOSE OF THIS REPLAT IS TO AMEND THE STREET NAME OF RYANS COVE DRIVE TO RYAN NICHOLAS DRIVE.
NO GEOMETRICAL CHANGE HAVE BEEN MADE TO ANY PORTION OF THIS PLAT.
LEGEND:
CLOSURE STATEMENT:
OWNER'S CERTIFICATE:
MINOR PLAT CERTIFICATION:
CITY MANAGER'S CERTIFICATION:
WETLANDS NOTE:
NOTES:
SURVEYOR'S CERTIFICATE:
BENNETT SURVEYING, INC.
Surveyors and Land Planners
TRACT "A" 1.33 Ac.
TRACT "B" 0.22 Ac.
TRACT "C" 0.31 Ac.
TRACT "D" 0.25 Ac.
TRACT "G" WETLAND AREA
TRACT "O" WETLAND AREA
NOW OR FORMERLY LANDS OF LIVE OAK COASTAL HOMES, LLC (DEED BOOK 1551, PAGE 64)
RYAN NICHOLAS DRIVE
MARSH HARBOUR PARKWAY (A.K.A. LAUREL ISLAND ROAD)
TRACT "A", RYANS COVE, PHASE 2 (PLAT BOOK 2021, PAGE 52)
LOT 1 15,622 Sq. Ft. 0.36 Ac.
LOT 2 14,687 Sq. Ft. 0.34 Ac.
LOT 3 13,547 Sq. Ft. 0.31 Ac.
LOT 4 17,204 Sq. Ft. 0.40 Ac.
LOT 5 26,149 Sq. Ft. 0.60 Ac.
LOT 6 19,916 Sq. Ft. 0.45 Ac.
LOT 7 13,150 Sq. Ft.
LOT 8 18,948 Sq. Ft. 0.43 Ac.
LOT 9 17,708 Sq. Ft. 0.39 Ac.
LOT 10 18,147 Sq. Ft. 0.41 Ac.
LOT 11 14,053 Sq. Ft. 0.32 Ac.
LOT 12 23,388 Sq. Ft. 0.53 Ac.
LOT 13 17,022 Sq. Ft. 0.39 Ac.
LOT 14 14,284 Sq. Ft. 0.32 Ac.
LOT 15 11,715 Sq. Ft. 0.26 Ac.
LOT 16 11,385 Sq. Ft. 0.25 Ac.
LOT 17 17,877 Sq. Ft. 0.41 Ac.
LOT 18 24,886 Sq. Ft. 0.57 Ac.
LOT 19 14,697 Sq. Ft. 0.33 Ac.
LOT 20 RYANS COVE, PHASE 2 (PLAT BOOK 2021, PAGE 52)
NOW OR FORMERLY LANDS OF CROOKED RIVER HOLDING, LLC (D.B. 2102, PG. 419)
DETAIL "A"
SCALE: 1" = 60'


Kingsland Zoning Map
Zoning 2024
ZONING
C-1
C-1 Overlay
C-1A Overlay
C-2
C-4
C-ED
C-PLMU
FT- Forest
I-G
I-L
LI Overlay
MU
PD
PD/C-2
PD/C-4
PD/MU
PD/R-1
PD/R-2
PD/R-3
R-1
R-2
R-3
R-4
R-5
R-6
R-7
Ryan Nicholas Dr

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/15/24 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:
DOC ID: 4499

AGENDA ITEM (ID # 4499)

Approval of: Final Plat - Brookshire Green

Ronald H. Sawyer, II has submitted a final plat application for Brookshire Green consisting of 64 single family lots on approximately 18.98 acres. The preliminary plat and PD was approved by the City Council on July 10, 2023. Zoning is PD/R-2.
Planning Commission recommends approval.

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

Planning and Community Development

Staff Report

Planning Commission Meeting Date: July 1, 2024

City Council Meeting Date: July 15, 2024

Agenda Item: Final Plat

Summary: Ronald H. Sawyer II has submitted a final plat application for Brookshire Green consisting of 64 single family lots on approx. 18.98 acres. The preliminary plat and PD was approved by the City Council on July 10, 2023.

Zoning: PD/R-2

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends Approval

Scott L. Kimball

Planning & Zoning Director

Attachment: July 2024-Final Plat-Brookshire Green (4499 : Approval of: Final Plat - Brookshire Green)

July 240074

APPLICATION FOR FINAL SUBDIVISION PLAT—KINGSLAND, GA

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

Part A—General Information

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

Application, fee, and required materials filed with Planning Department

Planning Commission Reviews Preliminary Plat (recommends action)

City Council Reviews Preliminary Plat (approves/disapproves)

Planning Commission Reviews Final Plat (recommends action)

City Council Reviews Final Plat (approves/disapproves)

Mayor/Commission Chairman Sign Approved Final Plat

Superior Court Clerk Records Approved Final Plat

You should be aware of these important requirements:

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

Part B — Applicant Only

1. **Your Name:** BENNETT SURVEYING, INC **Phone:** 673-8940
   Address: 102 MARSH HARBOUR PKWY, UNIT 103 KINGSLAND
2. **Owner, if not same:**
   Name: RONALD H SAWYER, II
   Address: 134 BRYCE RYAN CIR. KINGSLAND, GA.
3. **What is your interest if you are not the owner?**
   AGENT
4. **Name of proposed subdivision:** BROOKSHIRE (GREEN)
5. **Location of subdivision: Neighborhood:** BROOKSHIRE
   Street: EAGLE BLVD
   Parcel Number: 120 008V **Lot Number:** _____
6. **Present zoning:** PD R-2
7. **Number of proposed lots:** 104 LOTS 4 TRACTS
8. **Area of proposed subdivision:** 18.98 ACRES
9. **Please attach the following items to this application.** This application will NOT be considered complete and cannot be processed until you have done so.
   - ✓ **Final Plat (Original and 9 copies)**
   - ✓ **Vicinity Map**
   - **Proof of ownership**
10. **Signed:** E. F. B. **Date:** 05-04-2024

Part C - Planning Official Only

1. Date application was filed: 6/7/24
2. Was this at least 26 days before the Planning Commission meeting at which it will be reviewed? ( ) Yes (X) No
3. Checked by: Scott & James
4. Are Final Plat and application complete? (✓) Yes ( ) No
5. Correct fee paid? (✓) Yes ( ) No ( ) Not applicable
6. Date final plat reviewed by Planning Commission: 7/1/24
   ( ) Approved ( ) Disapproved

Conditions of approval or reasons for disapproval: _____

Attachment: July 2024-Final Plat-Brookshire Green (4499 : Approval of: Final Plat - Brookshire Green)

Kingsland Zoning Map
Zoning 2024
ZONING
C-1
C-1 Overlay
C-1A Overlay
C-2
C-4
C-ED
C-PLMU
FT- Forest
I-G
I-L
LI Overlay
MU
PD
PD/C-2
PD/C-4
PD/MU
PD/R-1
PD/R-2
PD/R-3
R-1
R-2
R-3
R-4
R-5
R-6
R-7
Overlook Bnd
Overlook Bnd
Fairway Dr
Fairway Dr
Eagle Blvd
Eagle Blvd
Brookshire Ct
Brookshire Ct
Eagle Blvd
Eagle

FINAL SUBDIVISION PLAT OF

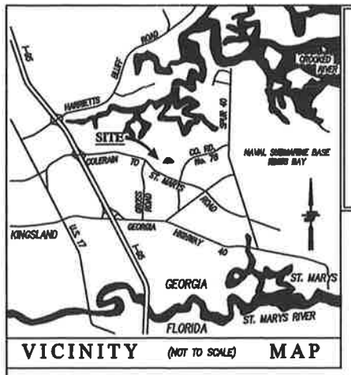
BROOKSHIRE GREEN,
CITY OF KINGSLAND, 29th & 1606th G.M.D., CAMDEN COUNTY, GEORGIA

SHEET 1 OF 3

CAMDEN COUNTY TAX PARCEL 120 008V

PROPERTY OWNED BY:
RONALD HUGH SAWYER, II
134 BRYCE RYAN CIRCLE
KINGSLAND, GEORGIA 31548
(D.B. 2238, PG. 490)
(912)-266-0003

FILING INFORMATION



VICINITY (NOT TO SCALE) MAP

NOTES:

1.) BEARINGS SHOWN HEREON REFER TO THE BEARING OF N18°00'00"W FOR THE WESTERLY RIGHT-OF-WAY LINE OF EAGLE BOULEVARD ACCORDING TO SURVEY BY PRIVETT & ASSOCIATES, P.D. 11, PG. 54. ACCORDING TO PUBLIC RECORDS OF SAID COUNTY.

2.) SUBJECT PROPERTY IS FOUND TO BE IN FLOOD HAZARD ZONES "X"(SHADED), "X"(UNSHADED) & "AE"(EL 8) AS PER F.I.R. MAPS FOR CAMDEN COUNTY, DATED: 12-21-17, MAP No. 13039C0405G, COMMUNITY No. 130238, PANEL No. 0405, SUFFIX G.

3.) BUILDING RESTRICTION LINES ARE AS FOLLOWS:
FRONT: 20 FEET
SIDES: 5 FEET; (SIDE STREET 10 FEET)
REAR: 10 FEET
POOLS AND POOL ENCLOSURES MAY EXTEND INTO THE FIRST 10 FEET OF THE YARD SETBACK, PER ORIGINAL P.U.D.

4.) SUBJECT PROPERTY IS CURRENTLY ZONED : PD (R-2, SINGLE FAMILY USAGE).

5.) SUBJECT PROPERTY CONTAINS 18.98 ACRES, (84 LOTS & 4 TRACTS)

6.) TOTAL ROADWAY AREA WITHIN SUBDIVISION: 2.94 ACRES.

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

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

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

10.) PROPERTY CORNERS SHOWN THUS: SET: ○ 1/2" IRON PIPE
FOUND: ● 1/2" IRON PIPE

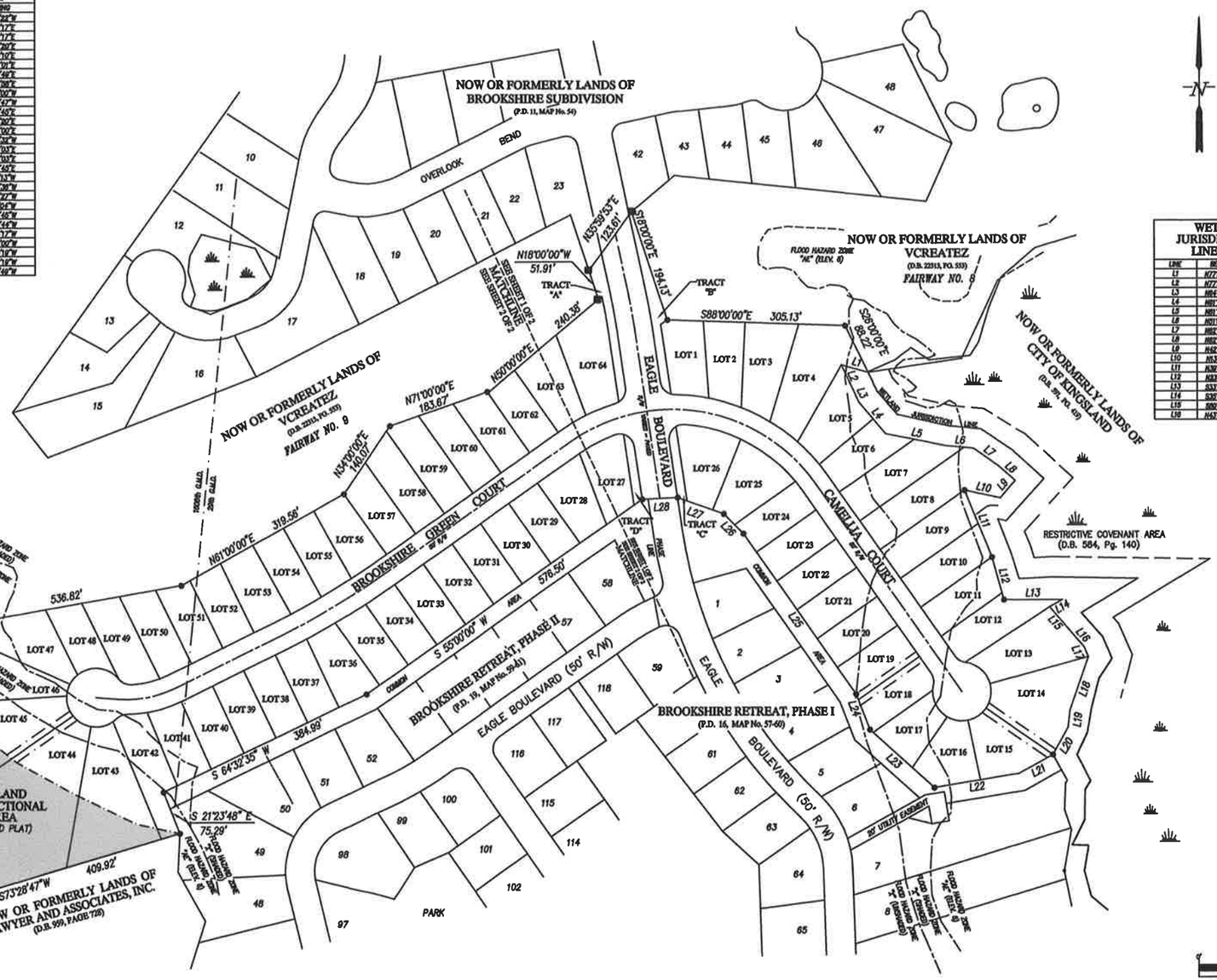
11.) THE OWNER OF THE LANDS PLATTED HEREON DOES HEREBY DEDICATE AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF THE ELECTRICAL DISTRIBUTION SYSTEM TO OKEFENOKEE ELECTRIC MEMBERSHIP CORPORATION (O.R.E.M.C.) OVER ALL RIGHT-OF-WAY AND 10 FEET OUTSIDE OF SAID RIGHT-OF-WAY.

BOUNDARY LINE TABLE

LINE	LENGTH	BEARING
L1	46.42	N74°33'22"W
L2	46.39	S24°38'17"E
L3	23.42	S24°38'17"E
L4	70.31	S60°00'00"E
L5	104.59	S78°16'10"E
L6	47.91	S85°02'01"E
L7	50.97	S54°38'46"E
L8	39.10	S48°30'38"E
L9	39.48	S40°00'00"E
L10	62.85	N77°54'42"W
L11	121.52	S52°15'48"E
L12	76.99	S15°57'30"E
L13	68.49	S80°00'00"E
L14	24.44	S59°53'32"E
L15	57.30	S40°28'03"E
L16	38.19	S40°28'03"E
L17	18.22	S37°12'45"E
L18	98.39	S18°10'13"W
L19	29.99	S08°54'28"W
L20	53.07	S89°22'27"W
L21	66.61	S81°18'04"W
L22	147.33	S80°40'48"W
L23	147.33	N43°57'14"W
L24	65.00	N20°54'17"W
L25	333.72	N35°00'00"W
L26	48.00	N45°00'00"W
L27	63.79	N20°00'00"W
L28	60.59	S87°16'49"W

WETLAND JURISDICTIONAL LINE TABLE

LINE	BEARING	LENGTH
L1	N77°30'17"W	31.67'
L2	N77°30'17"W	24.03'
L3	N66°27'18"W	116.15'
L4	N81°13'55"W	69.81'
L5	N81°13'55"W	54.70'
L6	N81°07'40"W	103.10'
L7	N61°06'16"W	89.82'
L8	N62°06'16"W	17.59'
L9	N42°36'26"E	65.30'
L10	N13°41'12"E	39.86'
L11	N35°37'24"E	64.80'
L12	N33°17'07"E	8.71'
L13	S33°21'02"W	21.86'
L14	S35°41'32"W	69.04'
L15	S80°17'01"W	49.07'
L16	N43°42'00"W	69.46'



SHEET 1 OF 3

SCALE: 1" = 100'

LEGEND:

○ – SET 1/2" IRON PIPE
● – FOUND 1/2" IRON PIPE
■ – FOUND CONCRETE MONUMENT
SQ. FT. – SQUARE FEET
R – RADIUS
(CH) – CHORD
P.C. – POINT OF CURVATURE
P.R.C. – POINT OF REVERSE CURVATURE
P.T. – POINT OF TANGENCY
(W) – WETLANDS
(T) – TOTAL

WETLANDS NOTE:

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

THIS SURVEY WAS PERFORMED IN CONFORMITY WITH THE REQUIRED STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE GEORGIA REFERENCE SYSTEM OF CLOSED TRAVERSE ACCURACY AND AS SET FORTH IN THE GEORGIA PLAT ACT, O.C.G.A. 15-6-67.

SURVEYOR'S CERTIFICATE:

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

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

CERTIFICATION OF APPROVAL BY THE COUNCIL:

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

BY: _____ DATE: _____
MAYOR

CERTIFICATION OF FINAL APPROVAL BY THE COMMISSION:

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

BY: _____ DATE: _____
CHAIRMAN OF PLANNING COMMISSION

OWNER'S CERTIFICATE:

STATE OF GEORGIA, COUNTY OF CAMDEN

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

BY: _____ DATE: _____
RONALD SAWYER II., OWNER

DWN. BY: GD CKD. BY: R.B.

BENNETT SURVEYING, INC.
Surveyors and Land Planners
102 MARSH HARBOUR PARKWAY, UNIT 103
KINGSLAND, GEORGIA 31548
LICENSED SURVEY FIRM No. 1267
(912) 673-8040
(912) 258-6899

DWG. No. SD-2-282(A)-04-23

S:\BSI\CAD\Camden\Kingsland\brookshire green\brookshire green sd cover.dwg

F.B. 285, PG. ___ PLAT DATE:

Attachment: July 2024-Final Plat Map-Brookshire Green (4499 : Approval of: Final Plat - Brookshire Green)

FILING INFORMATION

FINAL SUBDIVISION PLAT OF

BROOKSHIRE GREEN,

CITY OF KINGSLAND, 29th AND 1606th G.M.D,
CAMDEN COUNTY, GEORGIA

SHEET 2 OF 3

BROOKSHIRE SUBDIVISION
(P.D. 11, MAP No. 54,)

NOW OR FORMERLY LANDS OF
VCREATEZ
(D.B. 22313, PG. 553)
FAIRWAY NO. 8

NOW OR FORMERLY LANDS OF
VCREATEZ
(D.B. 22313, PG. 553)
FAIRWAY NO. 9

1606th G.M.D.
29th G.M.D.

POND

EAGLE BOULEVARD (R/W VARIES)

BROOKSHIRE GREEN COURT (50' R/W)

LOT 1 6,796 Sq Ft 0.16 Ac.
LOT 2 6,779 Sq Ft 0.20 Ac.
LOT 3 11,869 Sq Ft 0.28 Ac.
LOT 21 7,500 Sq Ft 0.17 Ac.
LOT 24 7,532 Sq Ft 0.17 Ac.
LOT 25 10,470 Sq Ft 0.24 Ac.
LOT 26 10,387 Sq Ft 0.24 Ac.
LOT 27 8,711 Sq Ft 0.20 Ac.
LOT 28 8,918 Sq Ft 0.20 Ac.
LOT 29 7,800 Sq Ft 0.17 Ac.
LOT 30 7,500 Sq Ft 0.17 Ac.
LOT 31 7,500 Sq Ft 0.17 Ac.
LOT 32 7,500 Sq Ft 0.17 Ac.
LOT 33 7,500 Sq Ft 0.17 Ac.
LOT 34 7,613 Sq Ft 0.17 Ac.
LOT 35 7,644 Sq Ft 0.18 Ac.
LOT 36 8,753 Sq Ft 0.20 Ac.
LOT 37 7,660 Sq Ft 0.18 Ac.
LOT 38 7,830 Sq Ft 0.18 Ac.
LOT 39 7,805 Sq Ft 0.17 Ac.
LOT 40 7,725 Sq Ft 0.18 Ac.
LOT 41 8,097 Sq Ft 0.19 Ac.
LOT 42 11,038 Sq Ft (T) 0.25 Ac. (T) 317 Sq Ft (W) 0.01 Ac. (W)
LOT 43 22,589 Sq Ft (T) 0.51 Ac. (T) 9,775 Sq Ft (W) 0.22 Ac. (W)
LOT 44 50,864 Sq Ft (T) 1.17 Ac. (T) 44,363 Sq Ft (W) 0.99 Ac. (W)
LOT 45 34,427 Sq Ft (T) 0.79 Ac. (T) 21,886 Sq Ft (W) 0.49 Ac. (W)
LOT 46 28,667 Sq Ft (T) 0.66 Ac. (T) 10,119 Sq Ft (W) 0.23 Ac. (W)
LOT 47 12,692 Sq Ft (T) 0.29 Ac. (T) 1,152 Sq Ft (W) 0.03 Ac. (W)
LOT 48 7,380 Sq Ft 0.17 Ac.
LOT 49 8,849 Sq Ft 0.20 Ac.
LOT 50 8,699 Sq Ft 0.20 Ac.
LOT 51 7,699 Sq Ft 0.18 Ac.
LOT 52 7,766 Sq Ft 0.18 Ac.
LOT 53 8,884 Sq Ft 0.20 Ac.
LOT 54 8,067 Sq Ft 0.19 Ac.
LOT 55 7,985 Sq Ft 0.18 Ac.
LOT 56 8,388 Sq Ft 0.19 Ac.
LOT 57 8,320 Sq Ft 0.19 Ac.
LOT 58 9,804 Sq Ft 0.22 Ac.
LOT 59 10,147 Sq Ft 0.23 Ac.
LOT 60 9,148 Sq Ft 0.21 Ac.
LOT 61 8,118 Sq Ft 0.19 Ac.
LOT 62 7,519 Sq Ft 0.17 Ac.
LOT 63 9,674 Sq Ft 0.23 Ac.
LOT 64 12,330 Sq Ft 0.28 Ac.

BROOKSHIRE RETREAT PHASE 1
(P.D. 16, MAP No. 57-60)

BROOKSHIRE RETREAT PHASE 2
(P.D. 19, MAP No. 59-61)

SEE SHEET 1 OF 2
SEE SHEET 2 OF 2
MATCHLINE

WETLAND JURISDICTIONAL AREA

NOW OR FORMERLY LANDS OF
RAYLAND COMPANY, INC.
(D.B. 185, PAGE 280)

CENTERLINE OF DITCH
TOP OF BANK

SHEET 1 OF 2

SEE SHEET 1 FOR GENERAL NOTES AND CERTIFICATIONS

SHEET 2 OF 3

DWN. BY: G.D.
CKD. BY: R.B.

BENNETT SURVEYING, INC.
Surveyors and Land Planners
102 MARSH HARBOUR PARKWAY, UNIT 103
KINGSLAND, GEORGIA 31548
LICENSED SURVEY FIRM No. 1267
(912) 673-9940
(912) 256-9699

DWG. No. SD-2-202(A)-04-23

50' 25' 0' 25' 50' 100' 150'
GRAPHIC SCALE: 1" = 50'

Attachment: July 2024-Final Plat Map-Brookshire Green (4499 : Approval of: Final Plat - Brookshire Green)

FILING INFORMATION

FINAL SUBDIVISION PLAT OF
BROOKSHIRE GREEN,
CITY OF KINGSLAND, 29th AND 1606th G.M.D.,
CAMDEN COUNTY, GEORGIA

SHEET 3 OF 3

LAUREL ISLAND LINKS GOLF COURSE
FAIRWAY NO.8
NOW OR FORMERLY LANDS OF
THE CITY OF KINGSLAND
(D.B. 609, PG. 80-99)

LAKE

TOP OF BANK
TOE OF SLOPE

SEE SHEET 1 OF 2
MATCHLINE
SEE SHEET 2 OF 2

NOW OR FORMERLY LANDS OF
VCREATEZ
(D.B. 22313, PG. 553)

FAIRWAY NO. 8

EAGLE BOULEVARD (R/W VARIES)

RESTRICTIVE COVENANT AREA
(D.B. 584, Pg. 140)

N

BROOKSHIRE GREEN COURT (50' R/W)

CAMELLIA COURT 50' R/W

BROOKSHIRE RETREAT PHASE 1
(P.B. 16, MAP No. 57-60)

BROOKSHIRE RETREAT PHASE 2
(P.B. 19, MAP No. 59-61)

LOT 1 6,794 Sq Ft 0.20 Ac.
LOT 2 6,779 Sq Ft 0.20 Ac.
LOT 3 11,269 Sq Ft 0.26 Ac.
LOT 4 16,334 Sq Ft 0.37 Ac.
LOT 5 6,776 Sq Ft 0.23 Ac.
LOT 6 6,316 Sq Ft 0.19 Ac.
LOT 7 11,119 Sq Ft 0.26 Ac.
LOT 8 10,091 Sq Ft 0.39 Ac.
LOT 9 10,197 Sq Ft 0.23 Ac.
LOT 10 8,353 Sq Ft 0.21 Ac.
LOT 11 8,315 Sq Ft 0.19 Ac.
LOT 12 8,600 Sq Ft 0.23 Ac.
LOT 13 13,210 Sq Ft 0.30 Ac.
LOT 14 13,574 Sq Ft 0.39 Ac.
LOT 15 8,613 Sq Ft 0.23 Ac.
LOT 16 8,883 Sq Ft 0.20 Ac.
LOT 17 7,601 Sq Ft 0.17 Ac.
LOT 18 7,883 Sq Ft 0.18 Ac.
LOT 19 8,138 Sq Ft 0.19 Ac.
LOT 20 7,500 Sq Ft 0.17 Ac.
LOT 21 7,500 Sq Ft 0.17 Ac.
LOT 22 7,500 Sq Ft 0.17 Ac.
LOT 23 7,500 Sq Ft 0.17 Ac.
LOT 24 7,532 Sq Ft 0.17 Ac.
LOT 25 10,479 Sq Ft 0.24 Ac.
LOT 26 10,587 Sq Ft 0.24 Ac.
LOT 27 8,711 Sq Ft 0.20 Ac.
LOT 28 8,916 Sq Ft 0.20 Ac.
LOT 29 7,500 Sq Ft 0.17 Ac.
LOT 30 7,500 Sq Ft 0.17 Ac.
LOT 31 7,500 Sq Ft 0.17 Ac.
LOT 32 7,500 Sq Ft 0.17 Ac.
LOT 33 7,500 Sq Ft 0.17 Ac.
LOT 34 7,913 Sq Ft 0.17 Ac.
LOT 35 7,644 Sq Ft 0.18 Ac.
LOT 36 8,183 Sq Ft 0.20 Ac.
LOT 56 8,389 Sq Ft 0.19 Ac.
LOT 57 8,380 Sq Ft 0.19 Ac.
LOT 58 8,604 Sq Ft 0.20 Ac.
LOT 59 10,147 Sq Ft 0.23 Ac.
LOT 60 9,148 Sq Ft 0.21 Ac.
LOT 61 8,118 Sq Ft 0.19 Ac.
LOT 62 7,819 Sq Ft 0.17 Ac.
LOT 63 8,074 Sq Ft 0.23 Ac.
LOT 64 12,335 Sq Ft 0.28 Ac.

SEE SHEET 1 FOR GENERAL NOTES AND CERTIFICATIONS

SHEET 2 OF 2

GRAPHIC SCALE: 1" = 50'

SHEET 3 OF 3

DWN. BY: G.D.
CKD. BY: R.B.

BENNETT SURVEYING, INC.
Surveyors and Land Planners
102 MARSH HARBOUR PARKWAY, UNIT 103
KINGSLAND, GEORGIA 31548
LICENSED SURVEY FIRM No. 1267
(912) 673-8840
(912) 258-8899

DWG. No. 20-2-282(A)-04-23

Attachment: July 2024-Final Plat Map-Brookshire Green (4499 : Approval of: Final Plat - Brookshire Green)

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/15/24 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:
DOC ID: 4500

AGENDA ITEM (ID # 4500)

Approval of: Preliminary Plat - Lake Juniper Phase 6

Roger Bennett, acting agent for Soncel, Inc. has submitted a preliminary plat application for Lake Juniper Phase 6 consisting of 29 single family lots on approximately 13.79 acres. The developer will follow the existing PD. Zoning is PD/R-1.
Planning Commission recommends approval.

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

Planning and Community Development

Staff Report

Planning Commission Meeting Date: July 1, 2024

City Council Meeting Date: July 15, 2024

Agenda Item: Preliminary Plat

Summary: Roger Bennett, acting agent for Soncel, Inc. has submitted a preliminary plat application for Lake Juniper Phase 6 consisting of 29 single family lots on approx. 13.79 acres. The developer will follow the existing PD.

Zoning: PD/R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends Approval

Scott L. Kimball

Planning & Zoning Director

Attachment: July 2024-Preliminary Plat-Lake Juniper Phase 6 (4500 : Approval of: Preliminary Plat - Lake Juniper Phase 6)

July 2024 240076

APPLICATION FOR PRELIMINARY SUBDIVISION PLAT—KINGSLAND, GA

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

Part A—General Information

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

Application, fee, and required materials filed with Planning Department

Planning Commission Reviews Preliminary Plat (recommends action)

City Council Reviews Preliminary Plat (approves/disapproves)

Planning Commission Reviews Final Plat (recommends action)

City Council Reviews Final Plat (approves/disapproves)

Mayor/Commission Chairman Sign Approved Final Plat

Superior Court Clerk Records Approved Final Plat

You should be aware of these important requirements:

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

Part B — Applicant Only

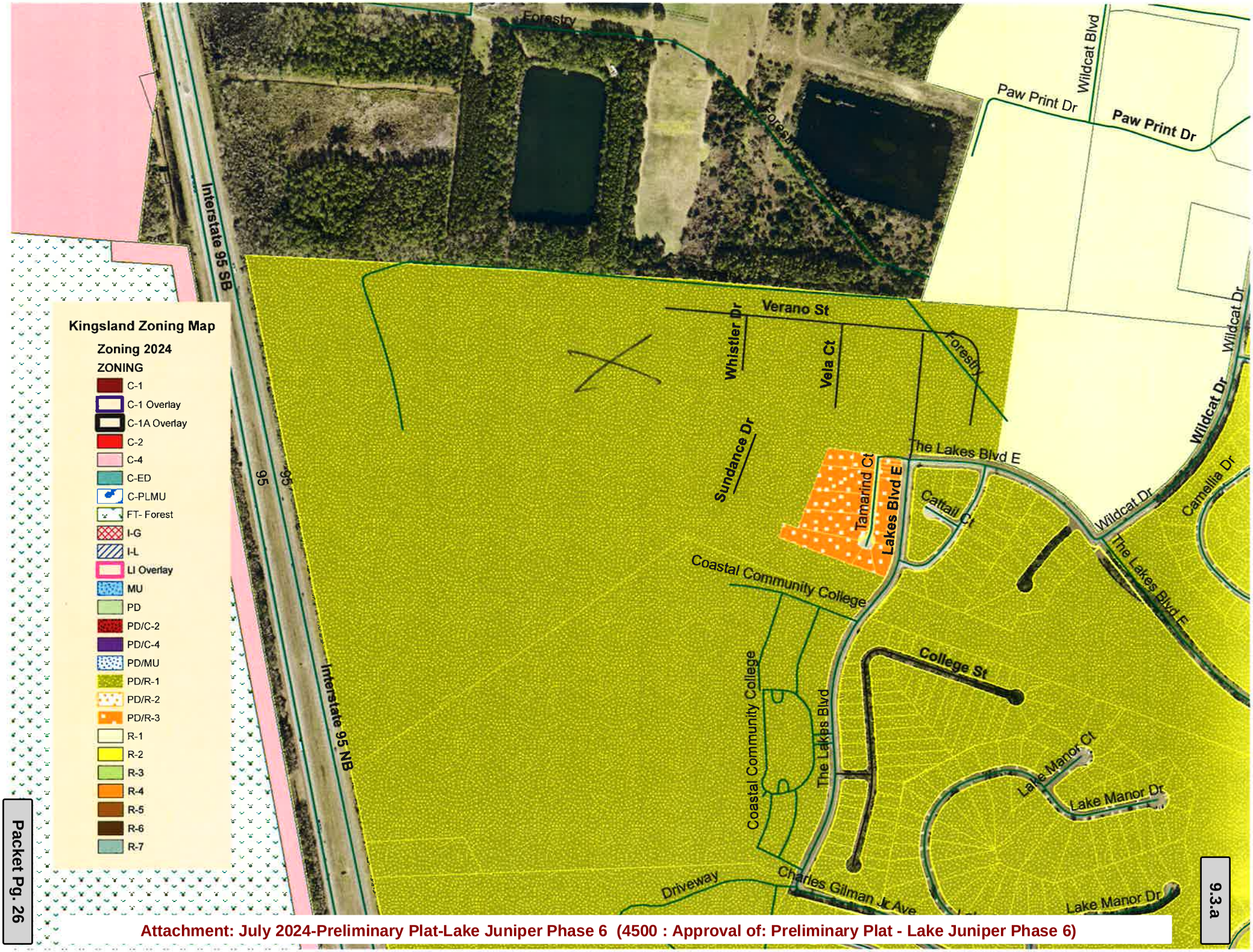
1. **Your Name:** BENNETT SURVEYING, INC **Phone:** 673-8940
   Address: 102 MARSH HARBOUR PKWY, UNIT 103 KINGSLAND GA.
2. **Owner, if not same:**
   Name: SONCEL, INC.
   Address: 140 LAKES BLVD. KINGSLAND, GA.
3. **What is your interest if you are not the owner?** AGENT
4. **Name of proposed subdivision:** LAKE JUNIPER PHASE III
5. **Location of subdivision: Neighborhood:** THE LAKES
   Street: VERANO STREET
   Parcel Number: 107 005 **Lot Number:**
6. **Present zoning:** PORTION OF PD R-1
7. **Number of proposed lots:** 29 LOTS
8. **Area of proposed subdivision:** 13.79 ACRES
9. **Please attach the following items to this application.** This application will NOT be considered complete and cannot be processed until you have done so.
   - ✓ **Preliminary Plat (Original and 9 copies)**
   - ✓ **Vicinity Map**
   - **PD (if applicable)**
   - **Proof of ownership**

Part C - Planning Official Only

1. Date application was filed: 6/7/2024
2. Was this at least 26 days before the Planning Commission meeting at which it will be reviewed? ( ) Yes (X) No
3. Checked by: Scott & James
4. Are Preliminary Plat and application complete? (✓) Yes ( ) No
5. Correct fee paid? (✓) Yes ( ) No ( ) Not applicable
6. Date preliminary plat reviewed by Planning Commission: 7/1/24
   ( ) Approved ( ) Disapproved

Conditions of approval or reasons for disapproval:

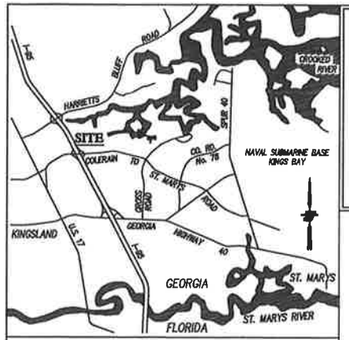
Attachment: July 2024-Preliminary Plat-Lake Juniper Phase 6 (4500 : Approval of: Preliminary Plat - Lake Juniper Phase 6)


Kingsland Zoning Map
Zoning 2024
ZONING
C-1
C-1 Overlay
C-1A Overlay
C-2
C-4
C-ED
C-PLMU
FT- Forest
I-G
I-L
LI Overlay
MU
PD
PD/C-2
PD/C-4
PD/MU
PD/R-1
PD/R-2
PD/R-3
R-1
R-2
R-3
R-4
R-5
R-6
R-7
Forestry
Interstate 95 SB
Interstate 95 NB
95
Paw Print Dr
Wildcat Blvd
Verano St
Whistler Dr
Vela Ct
Sundance Dr
Tamarind Ct
Lakes Blvd E
The Lakes Blvd E
Cattail Ct
Wildcat Dr
Camellia Dr
Coastal Community College
College St
The Lakes Blvd
Lake Manor Ct
Lake Manor Dr
Driveway
Charles Gilman Jr Ave

PRELIMINARY SUBDIVISION PLAT OF
LAKE JUNIPER, PHASE VI,
CITY OF KINGSLAND, 1606th G.M.D.,
CAMDEN COUNTY, GEORGIA

CAMDEN COUNTY TAX PARCEL No. 107 005 (PORTION OF)

FILING INFORMATION



VICINITY (NOT TO SCALE) MAP

PROPERTY OWNED BY:
SONCEL, INC.
140 LAKES BOULEVARD
KINGSLAND, GEORGIA 31548
(912) 729-4994
(D.B. 1128, PG. 245)

The LAKES

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

WETLAND AREA TO BE PERMITTED BY THE U.S. ARMY CORPS OF ENGINEERS.

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

CURVE TABLE

CURVE	CHORD BEARING	DISTANCE	RADIUS	DELTA	TANGENT
C1	S85°03'18"W	77.78'	55.00'	90°00'00"	55.00'
C2	S18°31'48"E	83.62'	133.13'	41°10'09"	60.00'
C3	S58°03'00"E	183.52'	248.31'	42°32'20"	100.02'
C4	S83°21'41"E	15.28'	25.00'	62°50'00"	8.81'
C5	S85°03'18"W	99.83'	50.00'	125°40'01"	1321.64'
C6	N18°21'42"W	18.28'	25.00'	42°56'00"	9.61'
C7	N14°27'35"E	37.49'	25.00'	87°09'30"	23.34'
C8	N76°27'05"E	32.45'	25.00'	81°30'29"	21.32'
C9	N44°53'28"W	4.58'	50.00'	5°15'27"	2.29'
C10	N68°18'40"W	65.57'	50.00'	81°57'04"	43.43'
C11	S14°07'40"W	44.75'	50.00'	53°10'16"	24.02'
C12	S20°07'05"E	30.34'	50.00'	35°19'14"	15.62'
C13	S04°37'05"E	52.85'	153.13'	19°45'47"	26.63'
C14	S83°59'09"E	58.49'	153.13'	22°29'21"	29.73'
C15	S42°33'51"E	62.53'	278.31'	12°54'00"	31.48'
C16	S55°24'39"E	61.89'	278.31'	12°47'39"	31.04'
C17	S68°17'48"E	63.54'	278.31'	13°04'52"	31.90'
C18	S77°33'04"E	24.64'	278.31'	5°04'31"	12.33'
C19	S75°37'48"E	33.18'	218.31'	8°42'57"	16.64'
C20	S58°17'36"E	88.00'	218.31'	23°56'50"	50.28'
C21	S40°43'17"E	35.07'	218.31'	9°12'32"	17.58'
C22	S15°31'46"E	72.82'	153.13'	41°10'09"	38.37'
C23	S20°03'19"E	35.36'	25.00'	80°00'00"	20.00'
C24	S72°33'18"W	42.12'	55.00'	45°00'00"	22.78'
C25	S27°33'18"W	42.12'	55.00'	45°00'00"	22.78'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N10°33'07"W	50.25'
L2	N05°10'03"E	64.80'
L3	N04°56'05"E	1.72'
L4	N04°56'05"E	47.13'
L5	N72°22'55"W	45.71'
L6	N18°53'33"W	1.68'
L7	N18°53'33"W	44.02'
L8	N26°53'36"W	36.33'
L9	N26°53'36"W	15.81'
L10	N06°31'20"E	70.84'
L11	N31°02'47"W	18.24'
L12	N31°02'47"W	35.50'
L13	N00°41'48"E	49.68'
L14	N01°47'37"W	13.82'
L15	N01°47'37"W	30.68'
L16	N36°36'36"W	37.00'
L17	N85°11'36"E	36.85'
L18	N08°02'48"W	37.81'
L19	N25°04'33"W	13.58'
L20	N25°04'33"W	35.00'
L21	N65°55'43"E	68.89'
L22	N88°41'46"E	33.26'
L23	S82°57'15"E	44.87'
L24	N84°58'14"W	8.91'
L25	N10°43'06"E	31.84'
L26	N06°30'41"E	12.30'
L27	N06°30'41"E	27.36'
L28	N12°37'27"E	59.81'
L29	N25°10'03"W	36.73'
L30	N35°15'00"W	20.03'
L31	N35°54'36"W	33.57'
L32	N41°12'54"W	28.07'
L33	N14°21'09"W	25.25'
L34	N83°56'56"W	18.27'
L35	N48°56'53"E	43.78'
L36	N06°43'06"E	18.45'
L37	N88°47'06"W	7.46'
L38	N09°01'28"E	62.58'
L39	N37°57'01"W	53.65'
L40	N37°53'01"W	7.80'
L41	N26°14'25"W	38.61'
L42	N09°01'20"E	34.02'
L43	N03°56'28"E	3.74'
L44	N03°56'28"E	30.25'
L45	N27°26'35"W	32.32'
L46	N01°43'02"E	43.17'
L47	N20°16'19"W	39.08'
L48	N24°17'37"W	19.88'
L49	S81°03'28"E	15.16'
L50	S83°41'06"E	33.08'
L51	S37°56'15"E	27.46'
L52	S89°01'48"W	22.70'
L53	S18°16'17"E	10.32'
L54	S18°16'17"E	3.01'
L55	S83°43'00"E	30.01'
L56	S44°17'36"W	35.00'
L57	S58°20'00"E	35.10'
L58	S58°20'00"E	12.39'
L59	N58°57'31"E	40.01'
L60	N78°36'47"E	44.65'
L61	S54°09'24"E	29.14'
L62	S48°45'21"W	46.83'
L63	S01°49'09"W	50.85'
L64	N39°56'42"W	22.78'

CLOSURE STATEMENT:
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED WAS OBTAINED USING FIELD EQUIPMENT AND REQUIREMENTS CONSISTENT WITH GEORGIA BOARD RULE 180-07-.03. THE CALCULATED POSITIONAL TOLERANCE IS 0.04 FEET.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 64,005 FEET.

EQUIPMENT USED FOR FIELD MEASUREMENTS:
LINEAR: CARLSON BRX7 ANGULAR: CARLSON BRX7

NOTES:
1.) BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH-NAD83 COORDINATE DATUM FOR THE GEORGIA EAST ZONE UTILIZING THE eGPS SOLUTIONS REAL TIME NETWORK. ROTATE BEARINGS 01°-30'-51" COUNTERCLOCKWISE TO MATCH PLAT BEARINGS.

2.) SUBJECT PROPERTY IS FOUND TO BE IN FLOOD HAZARD ZONES "X"(UNSHADED), AS PER F.I.R. MAPS FOR CAMDEN COUNTY, DATED: 12-21-17, MAP No. 13039C0385G, COMMUNITY No. 130238, PANEL No. 0385, SUFFIX G. AND MAP No. 13039C0385G, COMMUNITY No. 130238, PANEL No. 0385, SUFFIX G.

3.) BUILDING RESTRICTION LINES ARE AS FOLLOWS:
FRONT: 20 FEET
SIDES: 5 FEET; (SIDE STREET 20 FEET)
REAR: 10 FEET; (REAR STREET 20 FEET)

4.) SUBJECT PROPERTY IS CURRENTLY ZONED : PD (R-1, SINGLE FAMILY RESIDENTIAL USAGE).

5.) SUBJECT PROPERTY CONTAINS 13.79 ACRES- (29 LOTS)

6.) TOTAL ROADWAY AREA WITHIN SUBDIVISION: 2.04 ACRES.

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

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

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

10.) LOT CORNERS AND BOUNDARY CORNERS ARE 1/2" REBARS CAPPED "L.B. 1267", UNLESS SHOWN OTHERWISE AND ARE TO BE SET UPON COMPLETION OF CONSTRUCTION.

11.) THE OWNER OF THE LANDS PLATTED HEREON DOES HEREBY DEDICATE AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF THE ELECTRICAL DISTRIBUTION SYSTEM TO OKEFENOKE ELECTRIC MEMBERSHIP CORPORATION (O.R.E.M.C.) OVER ALL ROAD RIGHTS-OF-WAY AND 10 FEET OUTSIDE OF SAID RIGHTS-OF-WAY.

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

BY: _____ _____
MAYOR DATE:

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

BY: _____ _____
CHAIRMAN OF PLANNING COMMISSION DATE:

OWNER'S CERTIFICATE:
STATE OF GEORGIA, COUNTY OF CAMDEN

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

BY: _____ _____
CELSO GONZALEZ FALLA, OWNER/AGENT DATE:

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

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

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE GEORGIA SUPERIOR COURT OF CLERKS COOPERATIVE AUTHORITY AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

SCALE: 1" = 60'

DWN. BY: G.D. CKD. BY: R.B.

BENNETT SURVEYING, INC.
Surveyors and Land Planners
102 MARSH HARBOUR PARKWAY, UNIT 103
KINGSLAND, GEORGIA 31548
LICENSED SURVEY FIRM No. 1267
(912) 673-8940
(912) 258-8699

DWG. No. SD-2-274(6)-05-24

F.B. BSI, PG. ---, PLAT DATE: 05-20-2024, S:\CAD\CAMDEN\KINGSLAND\LAKESDEVELOPMENT\LAKESJUNIPERPHASE6.DWG

Attachment: July 2024-Preliminary Plat Map-Lake Juniper Phase 6 (4500 : Approval of: Preliminary Plat - Lake Juniper Phase 6)

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/15/24 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:
DOC ID: 4501

AGENDA ITEM (ID # 4501)

Approval of: Preliminary Plat and PD Approval - The Villas at Camden Woods - Phase II

Roger Bennett, acting agent for Sawyer and Associates has submitted a preliminary plat application and PD for The Villas at Camden Woods Phase II consisting of 240 single family lots on approximately 81.89 acres. The developer submitted a PD that has been reviewed and approved by the Planning and Building Department. Zoning is PD/MU (Planned Development Mixed Use).
Planning Commission recommends approval.

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

Planning and Community Development

Staff Report

Planning Commission Meeting Date: July 1, 2024

City Council Meeting Date: July 15, 2024

Agenda Item: Preliminary Plat and PD Approval

Summary: Roger Bennett, acting agent for Sawyer and Associates has submitted a preliminary plat application and PD for The Villas at Camden Woods Phase II consisting of 240 single family lots on approx. 81.89 acres. The developer submitted at PD that has ben reviewed and approved by the Planning and Building Department. The PD is attached to this report.

Zoning: PD/MU (Planned Development Mixed Use)

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends Approval

Scott L. Kimball

Planning & Zoning Director

Attachment: CC-July 2024-Prelim Plat & PD Approval-The Villas at Camden Woods Phase 2 (4501 : Approval of: Preliminary Plat & PD Approval

July 240075 + PD Su...

APPLICATION FOR PRELIMINARY SUBDIVISION PLAT—KINGSLAND, GA

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

Part A—General Information

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

Application, fee, and required materials filed with Planning Department

Planning Commission Reviews Preliminary Plat (recommends action)

City Council Reviews Preliminary Plat (approves/disapproves)

Planning Commission Reviews Final Plat (recommends action)

City Council Reviews Final Plat (approves/disapproves)

Mayor/Commission Chairman Sign Approved Final Plat

Superior Court Clerk Records Approved Final Plat

You should be aware of these important requirements:

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

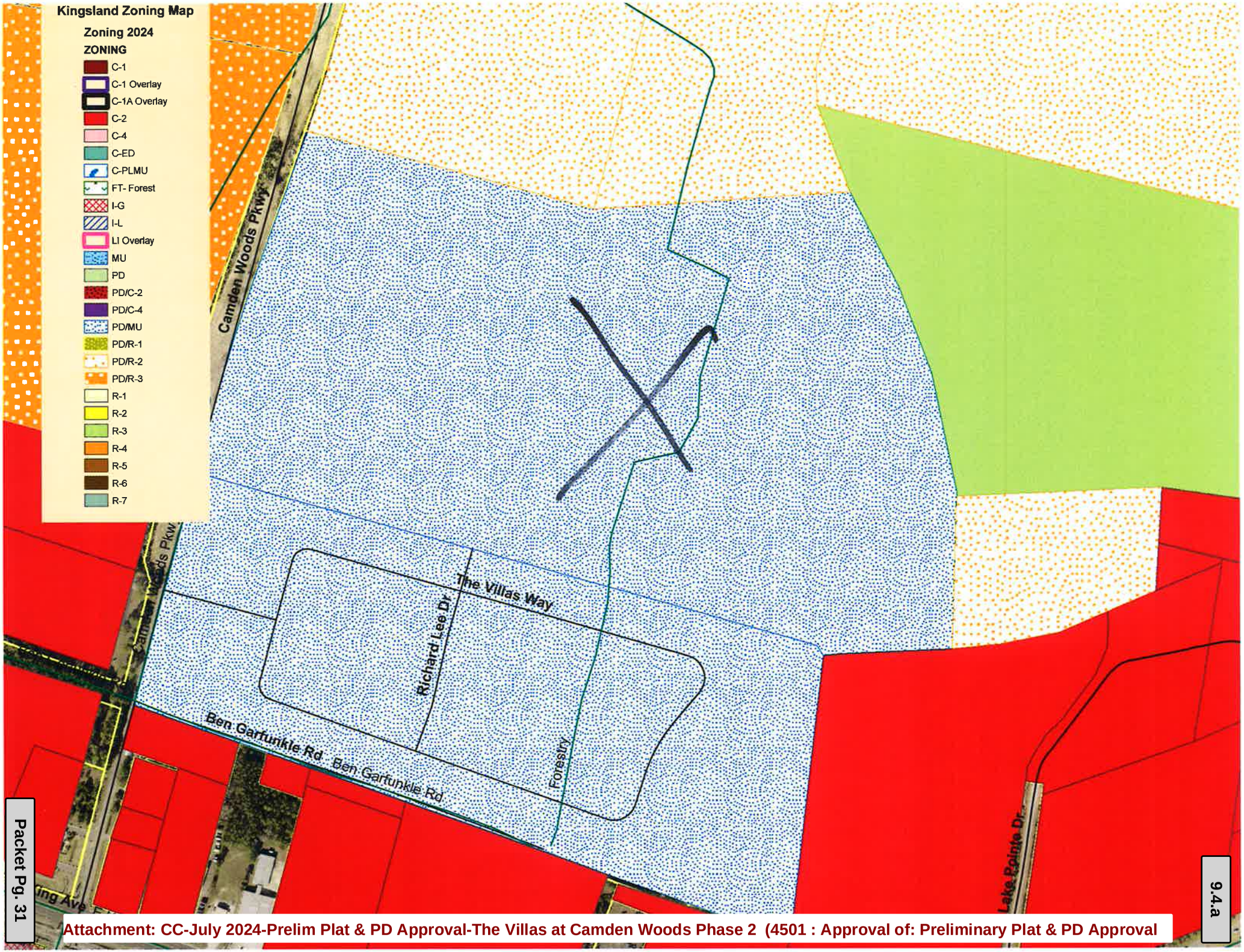
Part B — Applicant Only

1. **Your Name:** BENNETT SURVEYING, INC. **Phone:** 673-8340
   Address: 102 MARSH HARBOUR PKWY, UNIT 103, KINGSLAND
2. **Owner, if not same:**
   Name: SAWYER & ASSOCIATES
   Address: 100 MARSH HARBOUR PKWY, KINGSLAND GA.
3. **What is your interest if you are not the owner?**
   AGENT
4. **Name of proposed subdivision:**
   THE VILLAS AT CAMDEN WOODS PHASE II
5. **Location of subdivision: Neighborhood:** CAMDEN WOODS
   Street: CAMDEN WOODS PARKWAY
   Parcel Number: 107 035 **Lot Number:**
6. **Present zoning:** PD MU
7. **Number of proposed lots:** 240 LOTS & TRACTS
8. **Area of proposed subdivision:** 81.89 ACRES
9. **Please attach the following items to this application.** This application will NOT be considered complete and cannot be processed until you have done so.
   - **Preliminary Plat (Original and 9 copies)**
   - **Vicinity Map**
   - **PD (if applicable)**
   - **Proof of ownership**

Part C - Planning Official Only

1. Date application was filed: 6/7/2024
2. Was this at least 26 days before the Planning Commission meeting at which it will be reviewed? ( ) Yes (✓) No
3. Checked by: Scott & James
4. Are Preliminary Plat and application complete? (✓) Yes ( ) No
5. Correct fee paid? (✓) Yes ( ) No ( ) Not applicable
6. Date preliminary plat reviewed by Planning Commission: 7/1/24
   ( ) Approved ( ) Disapproved
   Conditions of approval or reasons for disapproval:

Attachment: CC-July 2024-Prelim Plat & PD Approval-The Villas at Camden Woods Phase 2 (4501 : Approval of: Preliminary Plat & PD Approval



Attachment: CC-July 2024-Prelim Plat & PD Approval-The Villas at Camden Woods Phase 2 (4501 : Approval of: Preliminary Plat & PD Approval

Camden County, GA

Overview

Legend

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

Parcel ID	107 035	**Owner**	LAUREL ISLAND HOLDINGS LLC	**Last 2 Sales**			
Class Code	Residential		100 MARSH HARBOUR PARKWAY	**Date**	**Net Price**	**Reason**	**Qual**
Taxing District	KINGSLAND TAD #2		KINGSLAND, GA 31548	1/14/2021	$220500	ML	U
	KINGSLAND TAD #2	**Physical Address**	CAMDEN WOODS PKWY	12/29/2015	0	GT	U
Acres	68.05	**Assessed Value**	Value $223825				

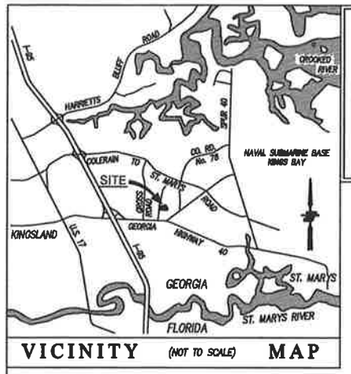
(Note: Not to be used on legal documents)

THE PARCEL LINES SHOWN ON THIS SITE ARE NOT LEGAL BOUNDRIES AND MUST NOT BE USED FOR LEGAL DOCUMENTS. THE PARCEL LINEWORK ARE FOR LOCATING PARCELS FOR TAX PURPOSES ONLY. THEY ARE NOT SURVEYS DUE TO THE NATURE OF HOW THE ARE PRODUCED. LEGAL BOUNDRIES SHOULD BE TAKEN FROM LEGALLY DOCUMENTED PLATS AND DEEDS.

Date created: 6/11/2024
Last Data Uploaded: 6/11/2024 9:43:00 AM

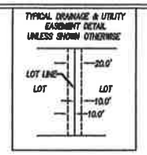
Developed by Schneider GEOSPATIAL

Attachment: CC-July 2024-Prelim Plat & PD Approval-The Villas at Camden Woods Phase 2 (4501 : Approval of: Preliminary Plat & PD Approval



VICINITY (NOT TO SCALE) MAP

FILING INFORMATION



PROPERTY OWNED BY:

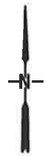
SAWYER & ASSOCIATES, INC.
100 MARSH HARBOUR PARKWAY
KINGSLAND, GEORGIA 31548
(912) 576-9003

PRELIMINARY SUBDIVISION PLAT OF

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

SHEET 1 OF 5

SAWYER & ASSOCIATES

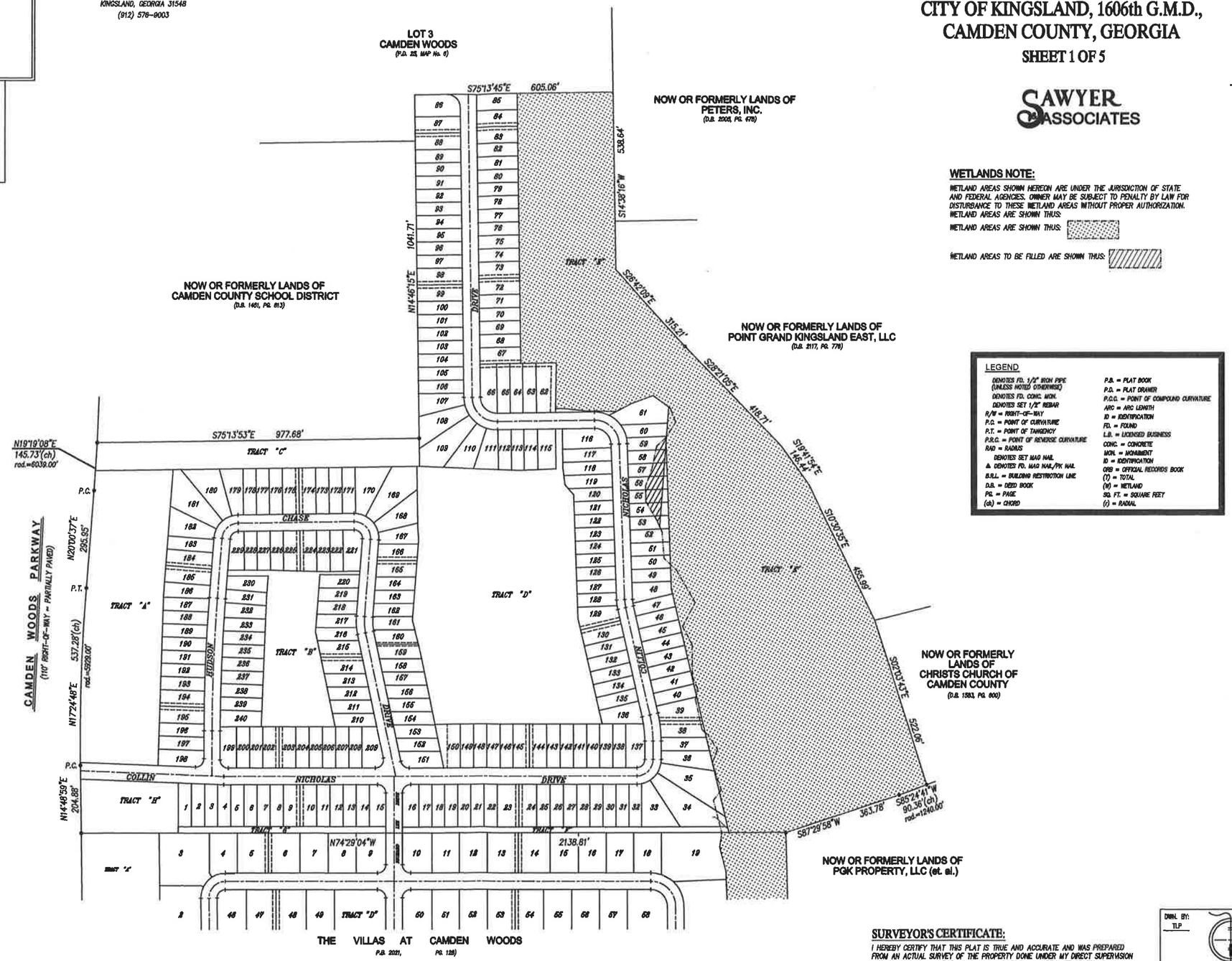


WETLANDS NOTE:

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

WETLAND AREAS ARE SHOWN THUS:

WETLAND AREAS TO BE FILLED ARE SHOWN THUS:



LEGEND

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

CERTIFICATION OF APPROVAL BY THE COUNCIL:

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

BY: _____ _____
MAYOR DATE:

BY: _____
PRINTED NAME

CERTIFICATION OF FINAL APPROVAL BY THE COMMISSION:

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

BY: _____ _____
CHAIRMAN OF PLANNING COMMISSION DATE:

BY: _____
PRINTED NAME

OWNER'S CERTIFICATE:

STATE OF GEORGIA, COUNTY OF CAMDEN

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

BY: _____ _____
RONALD SAWYER, OWNER DATE:

NOTES:

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

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

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

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

5.) SUBJECT PROPERTY CONTAINS 81.89 ACRES, (240 LOTS & 8 TRACTS).

6.) TOTAL ROADWAY AREA WITHIN SUBDIVISION: 7.18 ACRES.

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

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

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

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

CLOSURE STATEMENT:

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED WAS OBTAINED USING FIELD EQUIPMENT AND REQUIREMENTS CONSISTENT WITH GEORGIA BOARD RULE 180-07-.03. THE CALCULATED POSITIONAL TOLERANCE IS 0.04 FEET.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 588,587 FEET.

EQUIPMENT USED FOR FIELD MEASUREMENTS:
LINEAR: CARLSON BRX7 ANGULAR: CARLSON BRX7

F.B. BSI -, PG. --- PLAT DATE: MAY 30, 2024

SURVEYOR'S CERTIFICATE:

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

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

0' 75' 150' 300'
SCALE: 1" = 150'

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

BENNETT SURVEYING, INC.
Surveyors and Land Planners
102 MARSH HARBOUR PARKWAY, UNIT 103
KINGSLAND, GEORGIA 31548
LICENSED SURVEY FIRM No. 1267
(912) 673-8940
(912) 258-5599

DWG. No. 20-2-171(2)-05-24

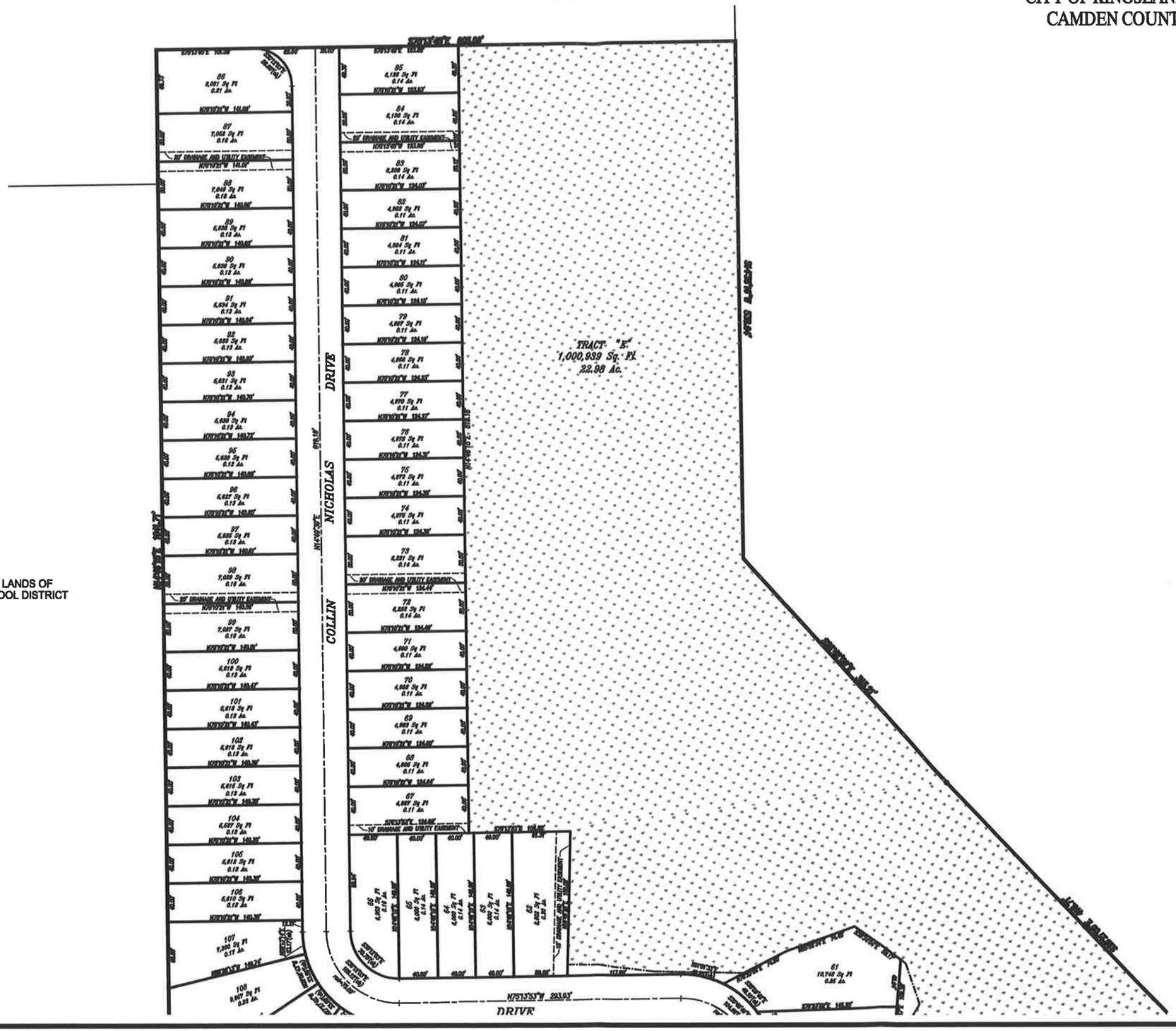
S:\BSI\CAD\1 Camden\1 kingsland\camden woods subdivision\villas at camden woods 40 foot lots\villas2 sht 1.dwg

Attachment: July 2024-Sheets 1-4-Preliminary Plat & PD approval (4501 : Approval of: Preliminary Plat & PD Approval - The Villas at Camden

PROPERTY OWNED BY:
LAUREL ISLAND HOLDINGS, INC.
100 MARSH HARBOUR PARKWAY
KINGSLAND, GEORGIA 31548
(912) 576-9003

SAWYER & ASSOCIATES

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



NOW OR FORMERLY LANDS OF
CAMDEN COUNTY SCHOOL DISTRICT

SHEET 2 OF 5

DWN. BY: CD
CHD. BY: R.B.

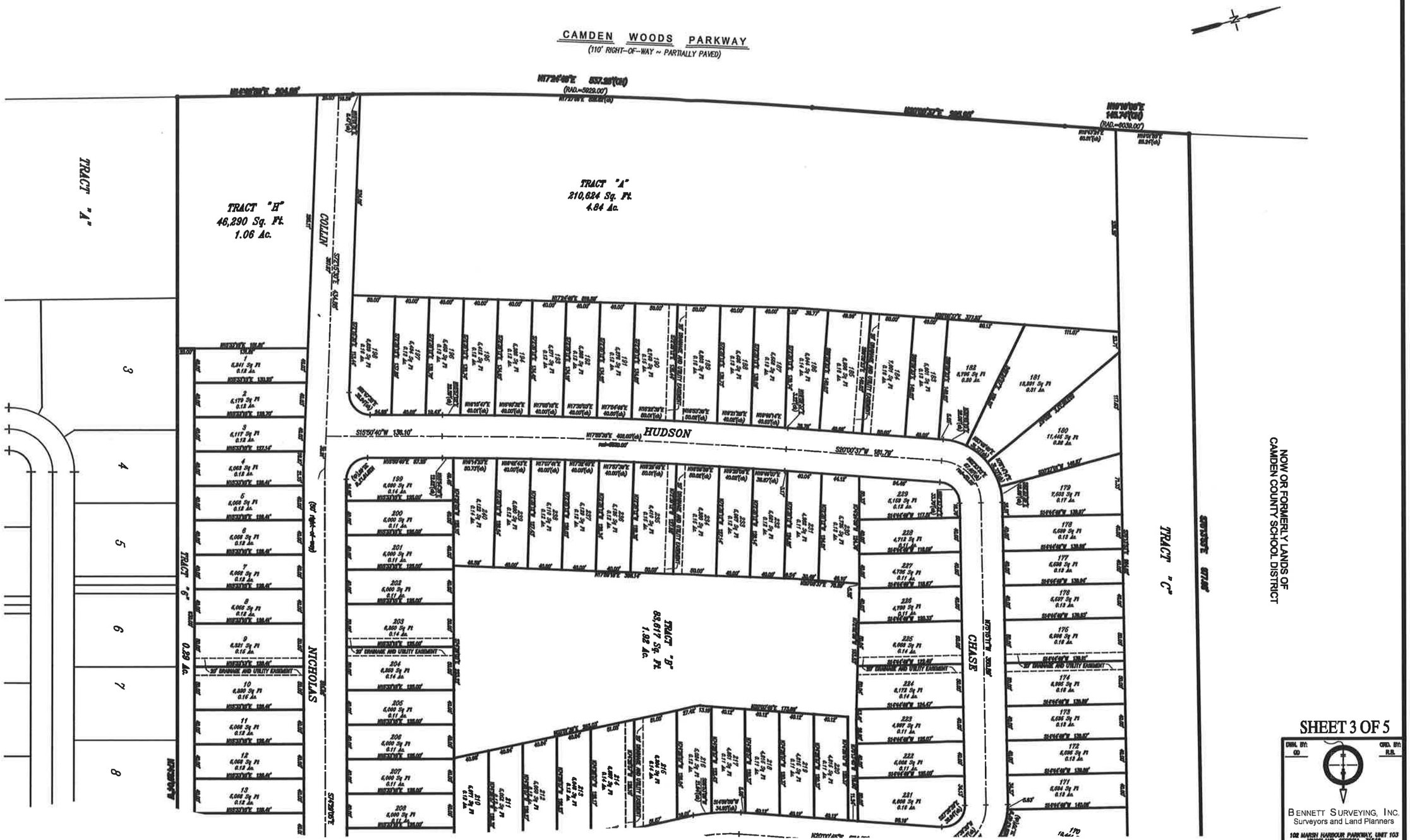
BENNETT SURVEYING, INC.
Surveyors and Land Planners
102 MARSH HARBOUR PARKWAY, UNIT 103
KINGSLAND, GEORGIA 31548
LICENSED SURVEY FIRM No. 1287
(912) 673-8040
(912) 258-8099

Attachment: July 2024-Sheets 1-4-Preliminary Plat & PD Approval (4501 : Approval of: Preliminary Plat & PD Approval - The Villas at Camden

PROPERTY OWNED BY:
LAUREL ISLAND HOLDINGS, INC.
100 MARSH HARBOUR PARKWAY
KINGSLAND, GEORGIA 31548
(912) 576-9003

SAWYER & ASSOCIATES

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



SHEET 3 OF 5

DWN. BY: CD
CHD. BY: R.B.

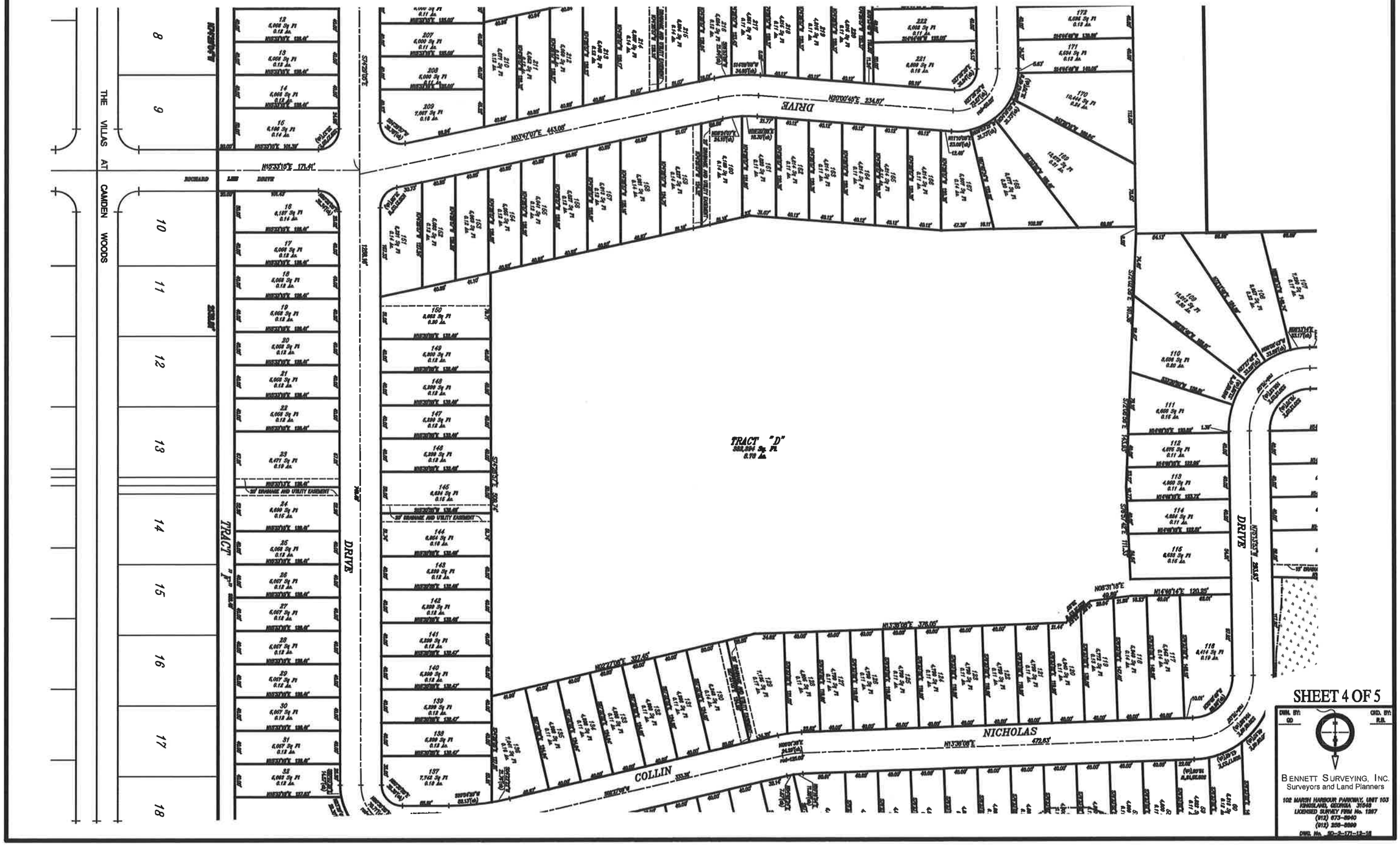
BENNETT SURVEYING, INC.
Surveyors and Land Planners
102 MARSH HARBOUR PARKWAY, UNIT 103
KINGSLAND, GEORGIA 31548
LICENSED SURVEY FIRM No. 1997
(912) 673-8040
(912) 230-8669
DWG. No. 07-2-171-12-16

Attachment: July 2024-Sheets 1-4-Preliminary Plat & PD approval (4501 : Approval of: Preliminary Plat & PD Approval - The Villas at Camden

PROPERTY OWNED BY:
LAUREL ISLAND HOLDINGS, INC.
100 MARSH HARBOUR PARKWAY
KINGSLAND, GEORGIA 31548
(912) 576-6003

SAWYER & ASSOCIATES

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



Attachment: July 2024-Sheets 1-4-Preliminary Plat & PD approval (4501 : Approval of: Preliminary Plat & PD Approval - The Villas at Camden

PROPERTY OWNED BY:
LAUREL ISLAND HOLDINGS, INC.
100 MARSH HARBOUR PARKWAY
KINGSLAND, GEORGIA 31548
(912) 576-6603

SAWYER & ASSOCIATES

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

COLLIN

TRACT "E"
1,000,939 Sq. Ft.
22.98 ac.

NOW OR FORMERLY LANDS OF
PGK PROPERTY, LLC (et. al.)

NOW OR FORMERLY
LANDS OF
CHRISTS CHURCH OF
CAMDEN COUNTY

NOW OR FORMERLY LANDS OF
PRIVATE OWNER

SHEET 5 OF 5

DWN. BY: GD
CHD. BY: R.B.

BENNETT SURVEYING, INC.
Surveyors and Land Planners
102 MARSH HARBOUR PARKWAY, UNIT 103
KINGSLAND, GEORGIA 31548
LICENSED SURVEY FIRM No. 1987
(912) 673-8940
(912) 333-0000

Attachment: July 2024-Map Sheet 5 of 5 Preliminary Plat & PD Approval (4501 : Approval of: Preliminary Plat & PD Approval - The Villas at

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/15/24 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:
DOC ID: 4502

AGENDA ITEM (ID # 4502)

Approval of: Final Plat and PD Amendment - Fairways Edge Phase 2

Jonathan McDill, acting agent for Laurel Island Holdings, LLC and Saw Dawg, LLC has requested an amendment to the original PD for Fairways Edge Subdivision. The amendment will allow for 50' and 60' lots in Fairways Edge Phase 2 only and will allow for Phase 2 to have its own separate Home Owners Association. A final plat for Phase 2 has also been submitted for approval, consisting of 144 single family lots on approximately 48.61 acres. The preliminary plat was approved by the City Council on April 9, 2024. Zoning is PD/R-1.
Planning Commission recommends approval.

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

Planning and Community Development

Staff Report

Planning Commission Meeting Date: July 1, 2024

City Council Meeting Date: July 15, 2024

Agenda Item: PD Amendment and Final Plat

Summary: Jonathan McDill, acting agent for Laurel Island holdings, LLC and Saw Dawg, LLC has requested an amendment to the original PD for Fairways Edge Subdivision. The amendment will allow for 50' & 60' lots in Fairways Edge Phase 2 only and will allow for Phase 2 to have its own separate H. O. A. - The PD is attached to this report. A final plat for phase 2 has also been submitted for approval, consisting of 144 single family lots on approx. 48.61 acres. The preliminary plat was approved by the City Council on April 9, 2024.

Zoning: PD/R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends Approval

Scott L. Kimball

Planning & Zoning Director

Attachment: CC-July 2024-Pd Amend & Final Plat-Fairways Edge Phase 2 (4502 : Approval of: Final Plat & PD Amendment - Fairways Edge

FAIRWAYS EDGE – EAST
PD TEXT – FE-EAST
DATE:6/11/2024

APPLIES TO:
PARCELS 120 008W & 120 008K

NARRATIVE:

Fairways Edge East consists of county parcels 120 008W and 120008K. This will be a stand-alone phase of "Fairways Edge". This new development will be single family (detached) homes. Based on the approved preliminary plat there will be approximately 35 new lots that will be 60ft or greater in width and 109 new lots that will be between 50ft and 60ft in width at the building lines. The minimum size of the lots will be 6,240 SF in size or larger, however, there is one lot shown on the preliminary plat (lot 137) that is 5,185 SF due to wetlands. The largest lot is #35 which is shown to be 19,788 SF. This new subdivision will have an individual HOA.

ACCESS FOR THE NEW PHASE:

Access for Fairways Edge East will be either through the existing subdivision (phase 1) or through the new entrance to be located on Winding Road approximately 0.2 miles north of the Winding River/Laurel Landing intersection as shown on the preliminary plat.

Intent of District. This district is intended to be used for single-family residential areas with low population density. Additional permitted uses, by special exception, include related noncommercial, recreational, religious, and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from encroachment of uses not performing a function necessary to the residential environment.

Within FWE2, the following uses are permitted:

(1) Single-family dwelling.

(2) Accessory building and uses when located on the same lot or parcel of land as the main structure and customarily incidental thereto and provided the requirements in Section 82 are met – subject to HOA requirements and allowances

(3) Home swimming pool provided the location is not closer than ten (10) feet to any property line and meet local and state requirements – subject to local and state permitting

(4) Public utility structures and building provided that the installation is properly screened. No office shall be permitted and no equipment shall be stored on the site.

(6) Dogs, cats and other common pets provided the requirements in Section 107 are met.

Single Family Residential

(1) Minimum lot area: 5,000 square feet

(2) Minimum lot width at the building line: 50 feet

(3) Minimum front yard setback from public right-of-way: 25 feet

Attachment: CC-July 2024-Pd Amend & Final Plat-Fairways Edge Phase 2 (4502 : Approval of: Final Plat & PD Amendment - Fairways Edge

FAIRWAYS EDGE – PHASE 2
PD TEXT – FWE2
DATE:6/11/2024

APPLIES TO:
PARCELS 120 008W & 120 008K

(4) Minimum side yard setbacks:

(a) From public right-of-way: 25 feet

(b) From any other property line: 5 feet (79' or less lots) / 7.5 feet (80' or greater lots)

(5) Minimum rear yard setbacks:

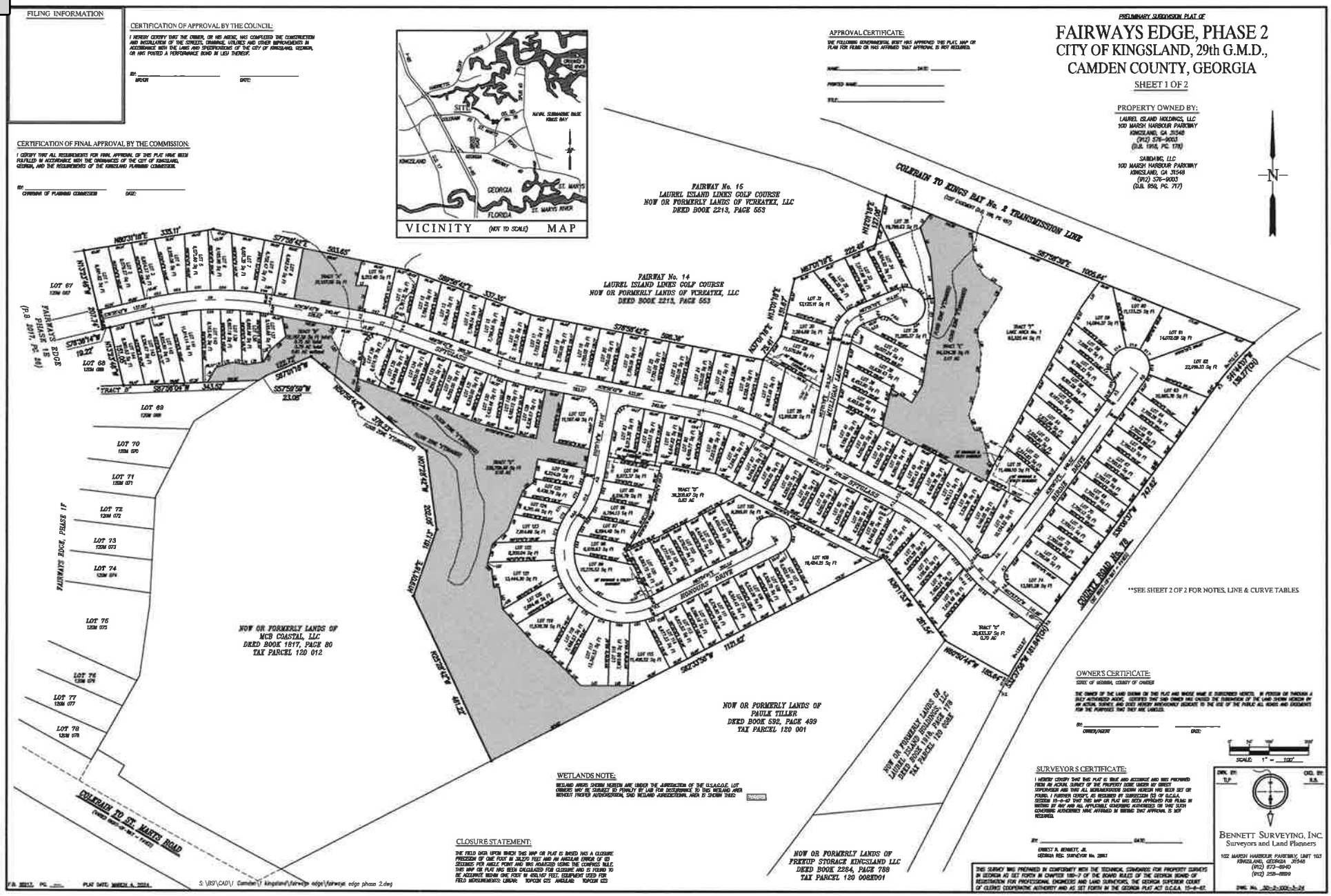
(a) From public right-of-way: 25 feet

(b) From any other property line: 15 feet

(6) Maximum building height: 35 feet

(7) Maximum lot coverage: 45%

Attachment: CC-July 2024-Pd Amend & Final Plat-Fairways Edge Phase 2 (4502 : Approval of: Final Plat & PD Amendment - Fairways Edge


FILING INFORMATION
CERTIFICATION OF APPROVAL BY THE COUNCIL:
CERTIFICATION OF FINAL APPROVAL BY THE COMMISSION:
VICINITY (NOT TO SCALE) MAP
APPROVAL CERTIFICATE:
PRELIMINARY SUBDIVISION PLAT OF
FAIRWAYS EDGE, PHASE 2
CITY OF KINGSLAND, 29th G.M.D.,
CAMDEN COUNTY, GEORGIA
SHEET 1 OF 2
PROPERTY OWNED BY:
LAUREL ISLAND HOLDINGS, LLC
100 MARSH HARBOUR PARKWAY
KINGSLAND, GA 31548
(912) 576-9003
(D.B. 1915, PG. 178)
SANDAG, LLC
100 MARSH HARBOUR PARKWAY
KINGSLAND, GA 31548
(912) 576-9003
(D.B. 956, PG. 717)
FAIRWAY No. 15
LAUREL ISLAND LINKS GOLF COURSE
NOW OR FORMERLY LANDS OF VCREATEX, LLC
DEED BOOK 2213, PAGE 553
FAIRWAY No. 14
LAUREL ISLAND LINKS GOLF COURSE
NOW OR FORMERLY LANDS OF VCREATEX, LLC
DEED BOOK 2213, PAGE 553
COLERAIN TO KINGS BAY No. 2 TRANSMISSION LINE
SQUIRREL ROAD No. 78
**SEE SHEET 2 OF 2 FOR NOTES, LINE & CURVE TABLES
NOW OR FORMERLY LANDS OF
MCB COASTAL, LLC
DEED BOOK 1817, PAGE 80
TAX PARCEL 120 012
NOW OR FORMERLY LANDS OF
PAULK TILLER
DEED BOOK 592, PAGE 499
TAX PARCEL 120 001
NOW OR FORMERLY LANDS OF
FREEUP STORAGE KINGSLAND LLC
DEED BOOK 2284, PAGE 788
TAX PARCEL 120 008D001
NOW OR FORMERLY LANDS OF
LAUREL ISLAND HOLDINGS, LLC
DEED BOOK 1915, PAGE 178
TAX PARCEL 120 008A
WETLANDS NOTE:
CLOSURE STATEMENT:
OWNER'S CERTIFICATE:
SURVEYOR'S CERTIFICATE:
BENNETT SURVEYING, INC.
Surveyors and Land Planners
102 MARSH HARBOUR PARKWAY, UNIT 103
KINGSLAND, GEORGIA 31548
(912) 673-8940
(912) 258-8899
FAIRWAYS EDGE, PHASE 1B
LOT 67
LOT 68
LOT 69
LOT 70
LOT 71
LOT 72
LOT 73
LOT 74
LOT 75
LOT 76
LOT 77
LOT 78
HONOURS DRIVE
SPYGLASS
COLERAIN TO ST. MARYS ROAD

Masters Way
Brooklet Cir
Spyglass
Spyglass
Spyglass
Pinehurst Rd
Pinehurst Rd
Laurel Island Pkwy
Laurel Island Pkwy
Winding Rd
Kingsland Zoning Map
Zoning 2024
ZONING
C-1
C-1 Overlay
C-1A Overlay
C-2
C-4
C-ED
C-PLMU
FT- Forest
I-G
I-L
LI Overlay
MU
PD
PD/C-2
PD/C-4
PD/MU
PD/R-1
PD/R-2
PD/R-3
R-1
R-2
R-3
R-4
R-5
R-6
R-7

Camden County, GA

Legend

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

Parcel ID	120 008K	**Owner**	LAUREL ISLAND HOLDINGS LLC	**Last 2 Sales**			
Class Code	Residential		100 MARSH HARBOUR PARKWAY	**Date**	**Net Price**	**Reason**	**Qual**
Taxing District	KINGSLAND		KINGSLAND, GA 31548	4/30/2018	$360000	NM	U
	KINGSLAND	**Physical Address**	n/a	3/6/2012	0	FC	U
Acres	43.61	**Assessed Value**	Value $392490				

(Note: Not to be used on legal documents)

THE PARCEL LINES SHOWN ON THIS SITE ARE NOT LEGAL BOUNDRIES AND MUST NOT BE USED FOR LEGAL DOCUMENTS. THE PARCEL LINEWORK ARE FOR LOCATING PARCELS FOR TAX PURPOSES ONLY. THEY ARE NOT SURVEYS DUE TO THE NATURE OF HOW THE ARE PRODUCED. LEGAL BOUNDRIES SHOULD BE TAKEN FROM LEGALLY DOCUMENTED PLATS AND DEEDS.

Date created: 6/11/2024
Last Data Uploaded: 6/11/2024 9:43:00 AM

Developed by Schneider GEOSPATIAL

Attachment: CC-July 2024-Pd Amend & Final Plat-Fairways Edge Phase 2 (4502 : Approval of: Final Plat & PD Amendment - Fairways Edge

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/15/24 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:
DOC ID: 4503

AGENDA ITEM (ID # 4503)

Approval of: Re-Zoning - 214 West King Avenue - Map & Parcel K15 09 001

Rebecca & Justin Shannon have applied for a re-zoning of parcel K15 09 001 containing approximately 1.39 acres located at 214 West King Avenue. The applicant is requesting the parcel be re-zoned to C-1 (Central Business District) for the purpose of a mixed use project. Current zoning is C-2 (General Commercial).
Planning Commission recommends approval.

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

Planning and Community Development

Staff Report

Planning Commission Meeting Date: July 1, 2024

City Council Meeting Date: July 15, 2024

Agenda Item: Rezoning

Background:

The area of the parcel is located on W. King Ave. adjacent to the downtown business district. The surrounding parcels are a mixture of residential and commercial. The applicant is proposing a mixed use project of retail and residential that would provide more business services and affordable housing for the citizens of Kingsland. The applicants feel this type of project would be a great addition to the downtown area.

Summary:

Rebecca & Justin Shannon have applied for a rezoning of parcel K15 09 001 containing approx. 1.39 acres located at 214 W. King Ave. The applicant is requesting the parcel be rezoned to C-1 (Central business District) for the purpose of a mixed use project.

Current Zoning: C-2 (General Commercial)

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends Approval,

The Kingsland Downtown Development Authority recommends approval of the rezoning and supports this project.

Scott L. Kimball
Planning Director

Attachment: CC-July 2024-Re-Zoning-214 W King Ave (4503 : Approval of: Re-Zoning - 214 West King Avenue - Map & Parcel K15 09 001)

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	K15 09 001	**Owner**	SHANNON REBECCA L	**Last 2 Sales**			
Class Code	Commercial		140 NORTH MAY STREET	**Date**	**Net Price**	**Reason**	**Qual**
Taxing District	KINGSLAND		KINGSLAND, GA 31548	9/10/2020	$45000	LM	Q
	KINGSLAND	**Physical Address**	214 W KING AVE	5/5/2017	$49900	LM	Q
Acres	1.01	**Assessed Value**	Value $80200				

(Note: Not to be used on legal documents)

THE PARCEL LINES SHOWN ON THIS SITE ARE NOT LEGAL BOUNDRIES AND MUST NOT BE USED FOR LEGAL DOCUMENTS. THE PARCEL LINEWORK ARE FOR LOCATING PARCELS FOR TAX PURPOSES ONLY. THEY ARE NOT SURVEYS DUE TO THE NATURE OF HOW THE ARE PRODUCED. LEGAL BOUNDRIES SHOULD BE TAKEN FROM LEGALLY DOCUMENTED PLATS AND DEEDS.

Date created: 6/3/2024
Last Data Uploaded: 6/1/2024 2:49:13 AM

Developed by Schneider GEOSPATIAL

Attachment: CC-July 2024-Re-Zoning-214 W King Ave (4503 : Approval of: Re-Zoning - 214 West King Avenue - Map & Parcel K15 09 001)

Attachment: CC-July 2024-Re-Zoning-214 W King Ave (4503 : Approval of: Re-Zoning - 214 West King Avenue - Map & Parcel K15 09 001)

OLD DOWNTOWN - KINGSLAND

BECCI MEIER SHANNON HAS OFFERED PROFESSIONAL PLANNING, DESIGN & DRAFTING SERVICES FOR OVER 20 YEARS AND IS NOT A LICENSED ARCHITECT. ALTHOUGH GREAT CARE HAS BEEN TAKEN IN THE DESIGN OF THESE PLANS THE AUTHOR ASSUMES NO LIABILITY FOR DAMAGES DUE TO ERROR OR OMISSIONS. ALL FEDERAL AND LOCAL CODES, ORDINANCES, REGULATIONS SHALL BE CONSIDERED AS PART OF SPECIFICATIONS FOR THIS BUILDING AND SHALL TAKE PRECEDENCE OVER ANYTHING SHOWN, DEPICTED OR IMPLIED WHERE SAME ARE AT VARIANCE

Friday, May 24, 2024

SOMMERHOUSE
Custom Home Design
912-409-8672

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Project Name & Site address

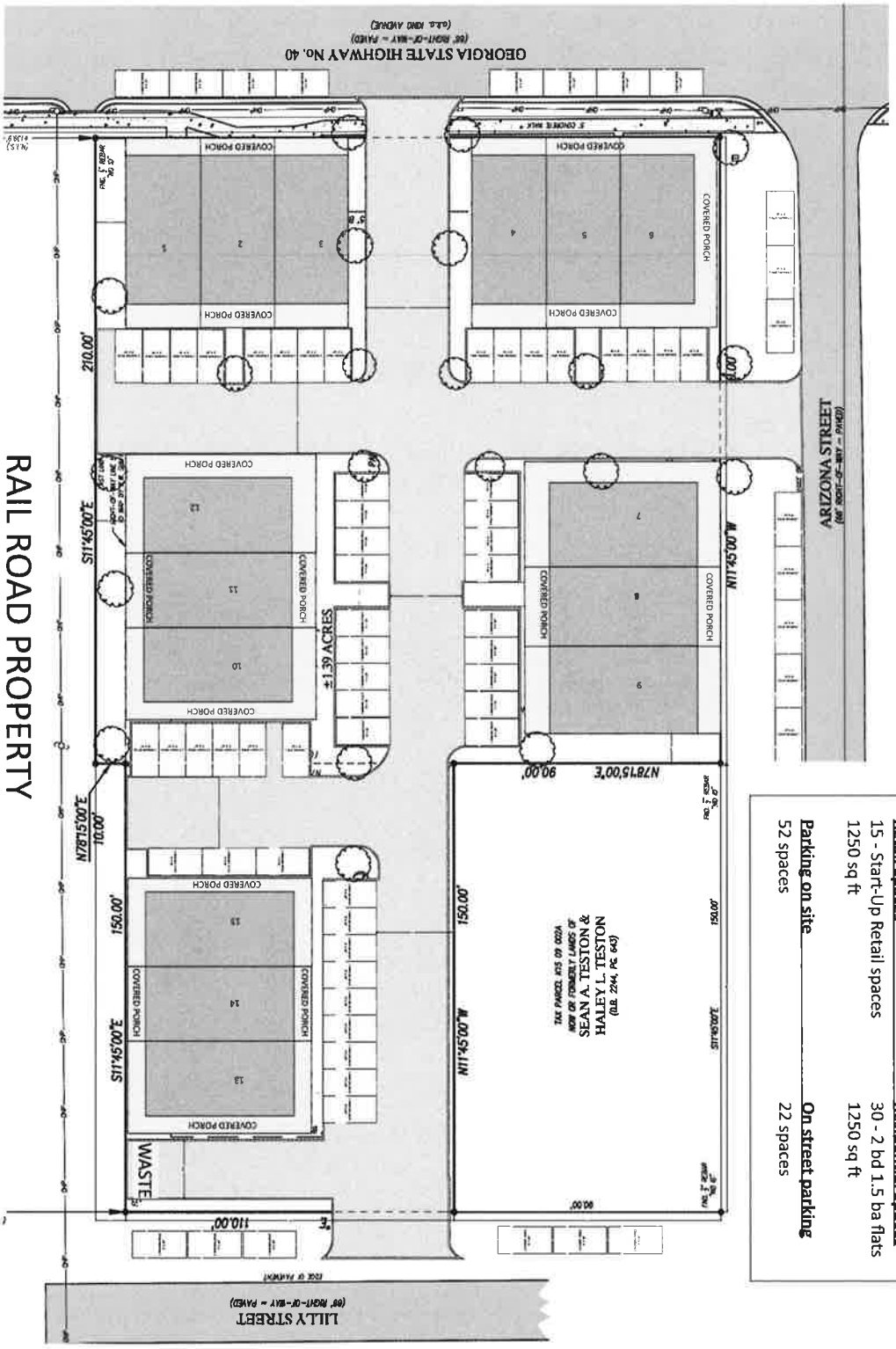
214 W. King Ave
Kingsland Ga

SCALE
1/4" = 1'

PAGE
A- 1

Attachment: CC-July 2024-Re-Zoning-214 W King Ave (4503 : Approval of: Re-Zoning - 214 West King Avenue - Map & Parcel K15 09 001)

OLD DOWNTOWN - KINGSLAND



Retail Spaces
15 - Start-Up Retail spaces
1250 sq ft

Residential Spaces
30 - 2 bd 1.5 ba flats
1250 sq ft

Parking on site
52 spaces

On street parking
22 spaces

N

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Friday, May 24, 2024

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Custom Home Design
912-409-8572

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Project Name & Site address

214 W. King Ave
Kingsland Ga

SCALE
1/4" = 1'

PAGE
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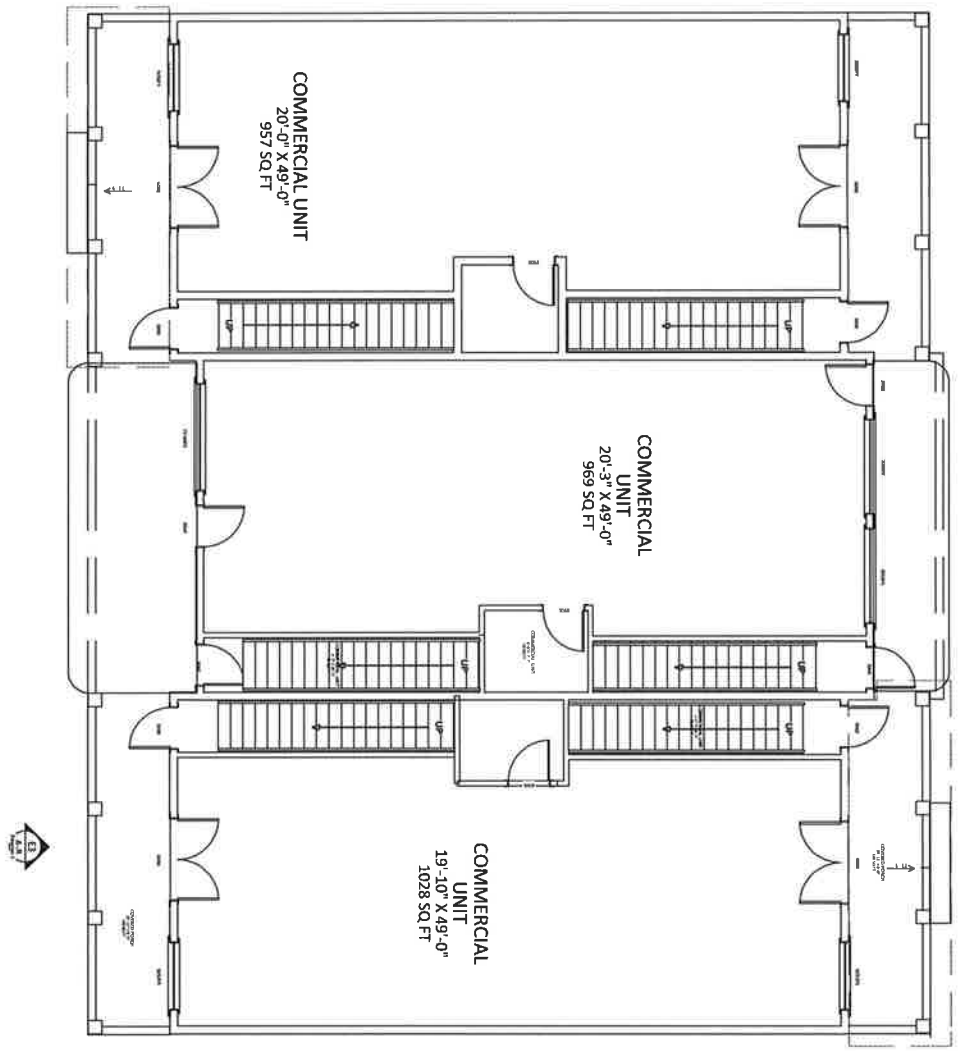
Attachment: CC-July 2024-Re-Zoning-214 W King Ave (4503 : Approval of: Re-Zoning - 214 West King Avenue - Map & Parcel K15 09 001)

Attachment: CC-July 2024-Re-Zoning-214 W King Ave (4503 : Approval of: Re-Zoning - 214 West King Avenue - Map & Parcel K15 09 001)

1ST FLOOR



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SOMMERHOUSE
Custom Home Design
912-409-8672

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214 W. King Ave
Kingsland Ga

SCALE
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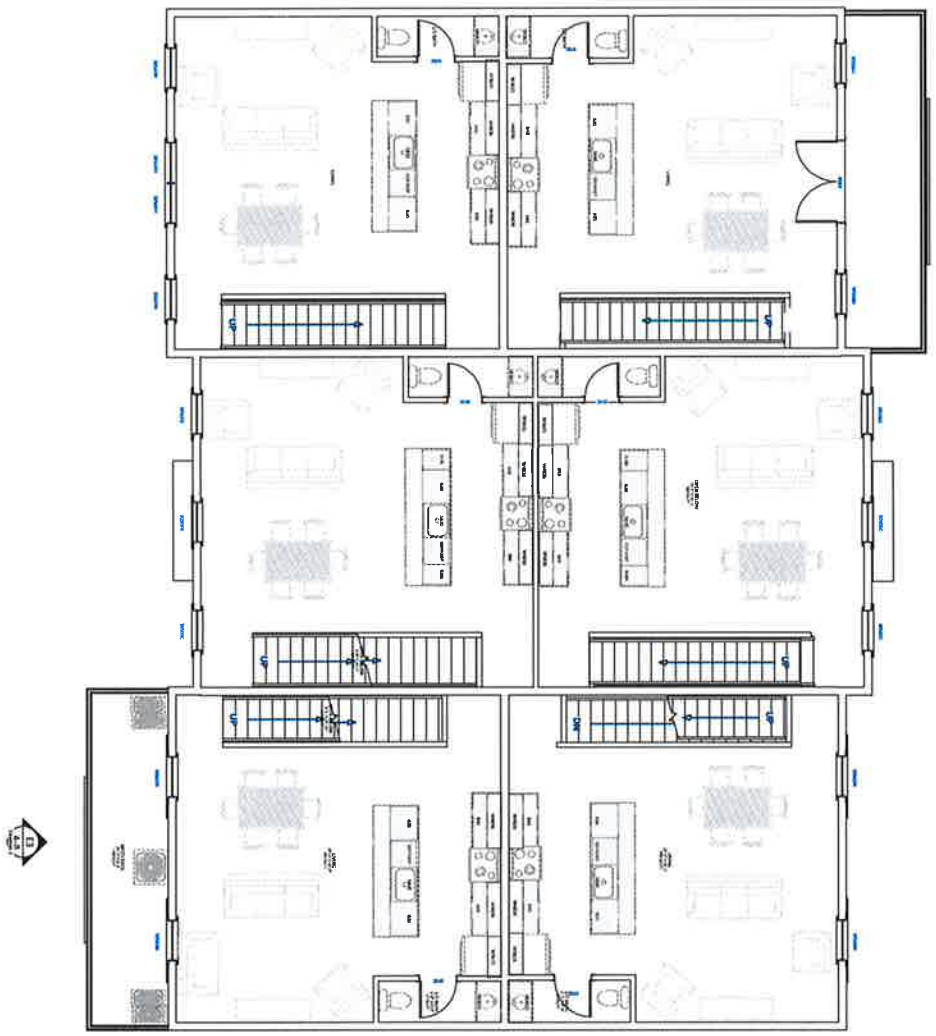
PAGE
A- 3



2ND FLOOR

BECD MEIER SHANNON HAS OFFERED PROFESSIONAL PLANNING, DESIGN & DRAFTING SERVICES FOR OVER 20 YEARS AND IS NOT A LICENSED ARCHITECT. ALTHOUGH GREAT CARE HAS BEEN TAKEN IN THE DESIGN OF THESE PLANS THE AUTHOR ASSUMES NO LIABILITY FOR DAMAGES DUE TO ERROR OR OMISSIONS. ALL FEDERAL AND LOCAL CODES, ORDINANCES, REGULATIONS SHALL BE CONSIDERED AS PART OF SPECIFICATIONS FOR THIS BUILDING AND SHALL TAKE PRECEDENCE OVER ANYTHING SHOWN, DEPICTED OR IMPLIED WHERE SAME ARE AT VARIANCE.

Friday, May 24, 2024

SOMMERHOUSE
Custom Home Design
912-409-8672

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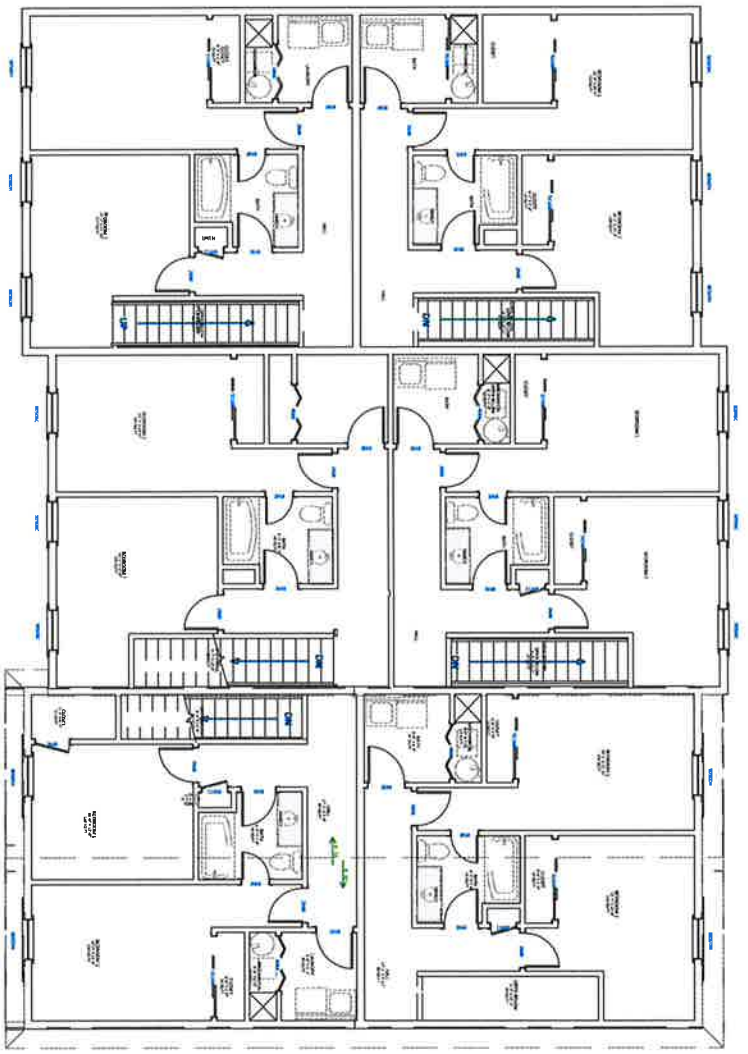
Project Name & Site address

214 W. King Ave
Kingsland Ga

SCALE
1/4" = 1'

PAGE
A- 4

Attachment: CC-July 2024-Re-Zoning-214 W King Ave (4503 : Approval of: Re-Zoning - 214 West King Avenue - Map & Parcel K15 09 001)



3RD FLOOR

BECCI MEIER SHANNON HAS OFFERED PROFESSIONAL PLANNING, DESIGN & DRAFTING SERVICES FOR OVER 20 YEARS AND IS NOT A LICENSED ARCHITECT. ALTHOUGH GREAT CARE HAS BEEN TAKEN IN THE DESIGN OF THESE PLANS THE AUTHOR ASSUMES NO LIABILITY FOR DAMAGES DUE TO ERROR OR OMISSIONS. ALL FEDERAL AND LOCAL CODES, ORDINANCES, REGULATIONS SHALL BE CONSIDERED AS PART OF SPECIFICATIONS FOR THIS BUILDING AND SHALL TAKE PRECEDENCE OVER ANYTHING SHOWN, DEPICTED OR IMPLIED WHERE SAME ARE AT VARIANCE

Friday, May 24, 2024

SOMMERHOUSE
Custom Home Designs
912-409-8672

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Project Name & Site address

214 W. King Ave
Kingsland Ga

SCALE
1/4" = 1'

PAGE
A- 5

Attachment: CC-July 2024-Re-Zoning-214 W King Ave (4503 : Approval of: Re-Zoning - 214 West King Avenue - Map & Parcel K15 09 001)

BECCI MEIER SHANNON HAS OFFERED PROFESSIONAL PLANNING, DESIGN & DRAFTING SERVICES FOR OVER 20 YEARS AND IS NOT A LICENSED ARCHITECT. ALTHOUGH GREAT CARE HAS BEEN TAKEN IN THE DESIGN OF THESE PLANS THE AUTHOR ASSUMES NO LIABILITY FOR DAMAGES DUE TO ERROR OR OMISSIONS. ALL FEDERAL AND LOCAL CODES, ORDINANCES, REGULATIONS SHALL BE CONSIDERED AS PART OF SPECIFICATIONS FOR THIS BUILDING AND SHALL TAKE PRECEDENCE OVER ANYTHING SHOWN, DEPICTED OR IMPLIED WHERE SAME ARE AT VARIANCE

Friday, May 24, 2024

SOMMERHOUSE! Custom Home Designs
912-409-8672

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Project Name & Site address

214 W. King Ave
Kingsland Ga

SCALE
1/4" = 1'

PAGE
A- 6

Attachment: CC-July 2024-Re-Zoning-214 W King Ave (4503 : Approval of: Re-Zoning - 214 West King Avenue - Map & Parcel K15 09 001)

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/15/24 06:00 PM
Department: City Clerk
Category: Agreement
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4487

AGENDA ITEM (ID # 4487)

Approval of: Franchise Agreement with Okefenoke Rural Electric Membership Corporation (OREMC)

Renewal of a 35-year Ordinance granting franchise, permission and consent to Okefenoke Rural Electric Membership Corporation to occupy public ROW in the City of Kingsland to construction, operate and maintain utility infrastructure. The current Ordinance expires August 2024.
Staff recommends approval.

Attachment: City of Kingsland OREMC Franchise Draft - 6_11_2024(1073366.1) (4487 : Approval of: Franchise Agreement with Okefenoke Rural

ORDINANCE 2024-10

ORDINANCE GRANTING FRANCHISE

To

OKEFENOKE RURAL ELECTRIC MEMBERSHIP CORPORATION

By

CITY OF KINGSLAND

On

_____, 2024

The within Ordinance Granting Franchise accepted on _____, 2024, by

OKEFENOKE RURAL ELECTRIC MEMBERSHIP CORPORATION:

By: _____,
President and CEO

Attachment: City of Kingsland OREMC Franchise Draft - 6_11_2024(1073366.1) (4487 : Approval of: Franchise Agreement with Okefenoke Rural

AN ORDINANCE GRANTING FRANCHISE, PERMISSION AND CONSENT to **Okefenoke Rural Electric Membership Corporation**, a Georgia corporation, and its successors, lessees, and assigns (hereinafter referred to collectively as the "Company") to occupy the streets and public places of the **City of Kingsland, Georgia**, a municipality and political subdivision of the State of Georgia (hereinafter referred to as the "City"), in constructing, maintaining, operating, and extending poles, lines, cables, equipment, and other apparatus for transmitting and distributing electricity and for other purposes, as follows:

SECTION I. Be it ordained by the governing authority of the City that the authority, right, permission, and consent are hereby granted to the Company , its affiliates, successors, lessees and assigns, for a period of **thirty-five (35) years** from the date of the Company's acceptance hereof, to occupy and use the streets, alleys, and public places of the City within the present and future corporate limits of the City as from time to time the Company may deem proper or necessary for the overhead or underground construction, maintenance, operation, and extension of the Company's Facilities (as defined herein) for the business and purpose of conveying, conducting, using, supplying, and distributing electricity for light, heat, power, and other purposes for which electric current may be or become useful or practicable for public or private use, and to re-enter upon such streets, alleys, and public places from time to time as the Company may deem proper or necessary to perform these functions, and to cut and trim trees and shrubbery when and where necessary, in the judgment of the Company, to ensure safe and efficient service. Be it further ordained that, notwithstanding anything herein to the contrary, Company shall not be obligated to pay to the City the fee provided for herein, or any portion thereof, on the gross sales of electric energy to customers living within areas that, after the effective date of this franchise, are (i) removed from the corporate limits of the City, or (ii) that are annexed to the corporate limits of the City before ninety (90) days after Company receives written notice from the City that the City intends to annex the territory in which said customers are located.

SECTION II. Be it further ordained that the rights, permission, and consents herein contained are granted for the following considerations and upon the following terms and conditions:

1. Starting **September 1, 2024,** the Company shall collect a sum of money equal to **four percent (4%)** of the gross sales of electric energy to all of the Company's customers served within the corporate limits of the City during the previous month. Amounts estimated or collected by the Company for such gross sales shall be remitted to the City not later than **March 1** of each year. In the event either pre-payment exceeds the amount actually due hereunder, the Company shall deduct the difference from Company's next payment; in the event either pre-payment is less than the amount actually due hereunder, the Company shall pay the difference to the City with Company's next payment.

2. The amount, if any, of any tax, fee, charge, or imposition of any kind required, demanded, or exacted by the City on any account, other than ad valorem taxes on property, shall operate to reduce to that extent the amount due from the percentage of gross sales provided for in paragraph 1 of this Section II.

3. The Company shall fully protect, indemnify, and save harmless the City from all damages to persons or property caused by the construction, maintenance, operation, or extension of the Company's Facilities, or conditions of streets, alleys, or public places resulting therefrom, for which the City would otherwise be liable.

4. The Company shall, in constructing, maintaining, operating, and extending the Company's Facilities, submit and be subject to all reasonable exercises of the police power by the City. Nothing contained herein, however, shall require the Company to surrender or limit its

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property rights created hereby without due process of law, including adequate compensation, for any other purpose at the instance of the City or for any purpose at the instance of any other entity, private or governmental.

5. The term "Company's Facilities" as used within this ordinance means poles, lines, wires, cables, conductors, insulators, transformers, appliances, equipment, connections, and other apparatus installed by or on behalf of the Company (whether before or after the adoption of this ordinance) in the streets, alleys, or public places of the City for the purpose of distributing electricity within the present and future corporate limits of the City. Company's Facilities do not include any of the following: (i) electric transmission lines with a design operating voltage of 46 kilovolts or greater (hereinafter referred to as "Transmission Lines"); (ii) poles, towers, frames, or other supporting structures for Transmission Lines (hereinafter referred to as "Transmission Structures"); (iii) Transmission Lines and related wires, cables, conductors, insulators, or other apparatus attached to Transmission Structures; (iv) lines, wires, cables, or conductors installed in concrete-encased ductwork; or (v) network underground facilities.

6. Notwithstanding the foregoing provisions of paragraph 5, the Company shall not be obligated to relocate, at its expense, any of the following:

(i) The Company's Facilities that are located on easements acquired by the Company in any lawful manner;
(ii) The Company's Facilities that are located on private property at the time relocation is requested;
(iii) The Company's Facilities that are relocated in connection with sidewalk improvements;
(iv) The Company's Facilities that are relocated in connection with streetscape projects;
(v) The Company's Facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

7. The City and the Company acknowledge that the City benefits from economic development within the City. Accordingly, when it is necessary to relocate any of the Company's Facilities within the City, the City and the Company shall work cooperatively to minimize costs, delays, and inconvenience to both parties. For this purpose, the City shall provide the Company the City's five-year capital improvement plan, the City's short-term work program and the City's annual budget within ninety (90) days after their adoption by the City in an effort to minimize relocation of the Company's Facilities. Such communication may include, but is not limited to, (i) both parties' participation in the Georgia Utilities Coordinating Council, Inc. (or any successor organization) or a local utilities coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any successor to such system mutually acceptable to both parties).

8. Prior to the Company commencing relocation of the Company's Facilities in connection with a streetscape project undertaken by or on behalf of the City, the City shall pay to the Company the Company's good faith estimate of the reasonable cost, plus allocable overhead, to relocate the Company's Facilities. Upon completion of the project the Company shall determine the actual project cost and promptly refund any overpayment to the City.

SECTION III. Be it further ordained that nothing contained in this ordinance shall limit the City's ability to grant additional franchises, nor restrict the right of customers within the corporate limits of the City to select an electric supplier as may hereafter be provided by law.

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SECTION IV. Be it further ordained that all notices under this ordinance shall be made in writing and shall be delivered or sent by (a) first class, registered or certified mail, postage prepaid, return receipt requested; (b) guaranteed overnight delivery (such as Federal Express or United Parcel Service Next Day Air); or (c) hand delivery addressed to the address of the party in question as set forth below or to such other addresses as either party may designate by notice given pursuant to this Section. Notices shall be effective upon receipt by the notified party.

To the Franchising Authority:
City Manager
City of Kingsland
107 S. Lee Street
Kingsland, Georgia 31548

With a copy to:
City Finance Director
City of Kingsland
107 S. Lee Street
Kingsland, Georgia 31548

To the Grantee:
Okefenoke Rural Electric Membership Corporation
Attn: Office of the General Manager
P.O. Box 602
14384 Cleveland Street
Nahunta, GA 31553

SECTION V. Be it further ordained that the effective date of this ordinance is **September 1, 2024,** provided, however, notwithstanding any provision of this ordinance, the payments levied herein shall not begin to assess until the latter of the first day of the month following thirty (30) days after:

(1) the City shall certify, in writing, and deliver to the Company a map showing with specificity the location of the City limits;
(2) the Mayor and the City Council shall adopt this ordinance;
(3) the Company shall accept the ordinance in writing; and
(4) the Company has provided notice to its members affected by this ordinance.

Neither party shall unreasonably delay the performance of the foregoing conditions.

SECTION VI. Be it further ordained that the Company shall, within fifteen (15) days from the approval of this ordinance, file the Company's written acceptance of the non-exclusive franchise granted in this ordinance with the Clerk of the City, so as to form a contract between the Company and the City. City agrees that such contract, once formed by Company's acceptance of this ordinance, shall be binding on City during the term stated herein and City shall not thereafter change the terms of Company's franchise absent mutual agreement of the Company.

SECTION VII. Be it further ordained that upon such acceptance all laws and ordinances, and all agreements between the Company and the City with respect to the Company's use of the City's streets, alleys, and public places, in actual conflict herewith be and the same shall thereupon stand repealed and terminated, respectively.

SECTION VIII. The map of the City's current municipal boundary, and as may be amended in the future, is available upon request from the City Clerk, and the City hereby warrants that such certified map is accurate as to the corporate boundaries of the City.

SECTION IX. The City and the Company agree that this ordinance shall supersede and replace the ordinance adopted by the City on **August 14, 1989.**

Adopted by the City Council of the City of Kingsland, Georgia, at a meeting held on _____, 2024.

Approved:_____, 2024.

_____

_____, Mayor

Attachment: City of Kingsland OREMC Franchise Draft - 6_11_2024(1073366.1) (4487 : Approval of: Franchise Agreement with Okefenoke Rural

I, _____, Clerk of the City of Kingsland, Georgia, hereby certify that I was present at the meeting of the City Council of the City of Kingsland, Georgia, held on _____, 2024, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the City Council of the City of Kingsland, Georgia, at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the City of Kingsland, County of Camden, State of Georgia, this _____day of _____, 2024.

_____
Clerk

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City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/15/24 06:00 PM
Department: City Clerk
Category: Grant
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4486

AGENDA ITEM (ID # 4486)

Approval and Acceptance of: Georgia Environmental Finance Authority (GEFA) Lead Service Line Replacement Program Grant

Approval of a GEFA Lead Service Line Replacement Program Grant #DWLSL2023033 in the amount of $300,000.00. The funding will be used to conduct an inventory to identify existing lead service lines in its drinking water system through investigation activities, such as employee interviews, acquisition of tax records or engineering site plans, predictive and statistical modeling, field investigations, and/or potholing.
Staff recommends approval.

Georgia Environmental Finance Authority

Brian P. Kemp
Governor

Hunter Hill
Executive Director

June 14, 2024

Mr. Lee Spell
City Manager
City of Kingsland
107 S Lee Street
Kingsland, GA 31548

Re: City of Kingsland - Grant No. DWLSL2023033

Dear Mr. Spell:

Enclosed are the grant documents for your Georgia Environmental Finance Authority (GEFA) grant that was allotted to the city of Kingsland. We look forward to working with you on your project. In this package you will find:

1. Two copies of the Grant Agreement
   a. Exhibits A - E
2. Signature Card
3. Vendor Authorization Agreement for ACH Credit

Grant Agreement
Two copies of the grant agreement are enclosed. Each copy is an original counterpart and each must be executed. Have the appropriate official sign each grant agreement and the appropriate person attest the signature. Once signed, return BOTH grant agreements with the other documents to GEFA so that they may be executed. We will then return your counterpart to you.

Signature Card (blue card stock)
All draw requests must be signed by a designated official(s) of the recipient. It is the recipient's option to decide who signs and how many signatures are required. On this blue card, you may designate up to four individuals and indicate whether one or two signatures are required. Draws will not be processed without the appropriate signature(s); therefore, we suggest that more than one person be authorized to sign the draw form. The attesting signature at the bottom of the card must not be from an individual who is being given authorization to sign a drawdown request.

47 Trinity Ave SW | Fifth Floor
Atlanta, GA 30334

P: 404-584-1000 | F: 404-584-1069
gefa.georgia.gov

Attachment: GEFA Grant DWLSL2023033 (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

Authorization Agreement for ACH Credits and Debits

This form designates the financial institution, the routing number, and account number to which GEFA will transfer funds. The recipient's federal employer identification number (EIN) should be included on this form. Return the completed form with a voided check or deposit slip for account number verification.

If you have any questions, please contact me at 404-852-6771 or kcastro@gefa.ga.gov.

Sincerely,

Kelvin Castro
Project Manager

Enclosures:

cc: Jared Wozny / Carter & Sloope (w/o enclosures)

Attachment: GEFA Grant DWLSL2023033 (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

Georgia Environmental Finance Authority

Brian P. Kemp
Governor

Hunter Hill
Executive Director

DOCUMENTS AND INFORMATION NEEDED FOR GRANT EXECUTION

As part of our efforts to promptly make funds available to borrowers and to manage lending capacity efficiently, we require that each borrower execute their grant agreement within six months of approval by the board of directors of the Georgia Environmental Finance Authority (GEFA). In order to execute these grant documents in a timely manner, please utilize the checklist below and follow the instructions provided therein.

☐ Grant Agreement. Two copies of the grant agreement are enclosed. Each copy is an original counterpart and each must be executed. Have the appropriate official sign each grant agreement and the appropriate person attest the signature. Once signed, return **both** grant agreements with the other documents to GEFA for execution. We will return your counterpart to you.

☐ Exhibit F – Recipient Affidavit. This affidavit verifies that the recipient is in compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services on behalf of the **Georgia Environmental Finance Authority** has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

☐ Signature Card (blue card stock). All draw requests must be signed by a designated official(s) of the borrower. It is the borrower's option to decide who signs and how many signatures are required. On this blue card, you may designate up to four individuals and indicate whether one or two signatures are required. Draws will not be processed without the appropriate signature(s); therefore, we suggest that more than one person be authorized to sign the draw form. The attesting signature at the bottom of the card must not be from an individual who is being given authorization to sign a drawdown request.

☐ Authorization Agreement for ACH Credits and Debits. This form designates the financial institution, the routing number, and account number to which GEFA will transfer funds. The borrower's federal employer identification number (EIN) should be included on this form. Return the completed form with a voided check or deposit slip for account number verification.

☐ Project Performance Worksheet. Use the following link to enter the project-related information: https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr. Read the instructions prior to completing this project performance worksheet.

Attachment: GEFA Documents (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

47 Trinity Ave SW | Fifth Floor
Atlanta, GA 30334

P: 404-584-1000 | F: 404-584-1069
gefa.georgia.gov

Georgia Environmental Finance Authority

Brian P. Kemp
Governor

Hunter Hill
Executive Director

Recipient Execution Checklist

Borrower Name: City of Kingsland Grant Number: DWLSL2023033

For your convenience, this checklist will help you complete all pertinent documents that must be returned to GEFA for execution. Please **initial** each item below to verify the items are completed. Please return this initialed checklist with your executed grant documents by October 1, 2024.

_____(2) Grant Agreements

- ☐ Both grant agreements are signed and marked with the borrower's seal

_____ Exhibit F: Recipient Affidavit

- ☐ Signed, dated, and notarized. **This affidavit verifies the recipient's compliance with O.C.G.A 13-10-91.**
- ☐ **The same people must sign all the documents.**

_____Signature Card

- ☐ Completed, box checked, attested (not one of the signers), and dated

_____Vendor Authorization for ACH Electronic Funds Transfer

- ☐ Completed, signed, and dated with a voided check/deposit ticket attached

_____Project Performance Worksheet

- ☐ https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr

Attachment: GEFA Documents (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

47 Trinity Ave SW | Fifth Floor
Atlanta, GA 30334

P: 404-584-1000 | F: 404-584-1069
gefa.georgia.gov

Grant Award Number **DWLSL2023033**
Assistance Listing Number (ALN): # 66.442

Attachment: GEFA Documents (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

AGREEMENT FOR THE DRINKING WATER SRF LEAD SERVICE LINE REPLACEMENT PROGRAM ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as GRANTOR

and

CITY OF KINGSLAND
(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Grantee

GRANT AGREEMENT

AGREEMENT FOR THE DRINKING WATER SRF LEAD SERVICE LINE REPLACEMENT PROGRAM BY AND BETWEEN THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY AND CITY OF KINGSLAND

THIS AGREEMENT made by and between the Georgia Environmental Finance Authority, hereinafter referred to as "GEFA", and the **CITY OF KINGSLAND**, an eligible local government unit, hereafter referred to as "Recipient".

WHEREAS, the state of Georgia is authorized to assist Georgia's municipalities, counties and authorities with loans and grants for construction of environmental facilities projects; and

WHEREAS, said assistance is consistent with the powers and duties of GEFA as specified in O.C.G.A. §50-23-5; and

WHEREAS, certain funds are available for the purposes set forth herein; and

WHEREAS, Recipient warrants that it has the authority to expend monies for the purposes set forth herein.

NOW THEREFORE, for and in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. **SCOPE OF PROJECT.** GEFA agrees to grant, and Recipient accepts, funds to be used by Recipient for the purposes of the project as specified in **Exhibit A (the "Project"),** which is incorporated by reference and made a part of this Agreement. The Environmental Protection Division of the Department of Natural Resources of the State of Georgia, (hereinafter "EPD" has completed or will complete all existing statutory reviews and issue Categorical Exclusion (hereinafter "CE") approvals, as required by Section 50-23-9 of the Official Code of Georgia Annotated, for the Project that is either prepared by the Recipient or prepared by the Recipient's engineer (the **"Engineer"**). Any changes to the scope of the Project must receive prior approval from GEFA in writing.

2. **REPRESENTATIONS.** Recipient is a Local Government and hereby represents that:

(a) The Local Government is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Agreement and to perform its obligations there under; and

(b) The execution of this Agreement and the project for which the Grant Award will be made have been duly authorized; and

Attachment: GEFA Documents (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

(c) The representations made in this Agreement and all exhibits hereto, including but not limited to the Application, do not contain any untrue statements and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading.

3. PROJECT BUDGET. Subject to the availability of funds for such purpose, GEFA agrees to grant, and Recipient accepts, the sum of **$300,000** funds to be used by Recipient for the purposes as specified in **Exhibit B,** which is incorporated by reference and made a part of this Agreement. Any changes to the project budget, including amount of funds expended, must receive prior approval from GEFA in writing.

Compensation. The total compensation under this contract shall not exceed **THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($300,000)**. Said amount shall constitute full and complete compensation for the scope of services as described in **Exhibit A**.

4. METHOD OF PAYMENT. The Recipient shall submit a monthly invoice (hereinafter "Invoice") on the 15th and 30th day of each month for reimbursement of expenses incurred during the previous month, and a written report using the format described in section 3 below. Payment shall be contingent upon the statutory review and CE approval from EPD, as specified in Section 50-23-9 of the Official Code of Georgia Annotated. The Recipient shall certify in writing the accuracy of each invoice and provide a description of the work performed or services rendered. Payment shall be made upon determination by GEFA that the scope of services items contained in this agreement, including deliverables and reporting requirements, for the period have been provided and have been approved by GEFA. If approved, GEFA will make payment to Recipient within 30 days of receipt by GEFA of a complete and proper invoice. GEFA will transfer funds to the account designated by Recipient. Payments made and use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of **Exhibit B.**

Each invoice shall, at a minimum, contain:

(1) A requisition for such payment, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Recipient Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Recipient and that the same is a cost of the Project and is presently due and payable or has been paid by the Recipient and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

Attachment: GEFA Documents (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

(B) that the Recipient has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains items representing payment on account of any expenses incurred.

(i) Project invoices shall be reviewed (at the time each requisition is submitted) by the Recipient, and the Recipient shall certify to GEFA that all project costs or associated activities funded under the appropriation of this funding: (A) are directly connected to the identification, planning, and inventory of lead service lines (B) involve the replacement design and planning of the entire lead service line, not just a portion, unless a portion has already been replaced, and (C) the acquisition of any equipment and/or devices are purchased specifically to assist in the identification and completion of the lead service line inventory.

(3) The accompanying written Project Information Form, must contain:

(A) General Information (Recipient Name, Project Name, Proposed Total Project Costs, Total Number of Service Connections, Project Start/Completion Dates, Recipient Contact Information, and Engineering Firm Contact Information, if applicable)

(B) Detailed description on the type of work being conducted or service provided, work status, work progress, and project results of the proposed project to either identify lead service lines or develop a lead service line replacement plan.

(C) Detailed description of the type of device(s) or equipment purchased to specifically assist in the identification and completion of the lead service line inventory, to include the procurement requirements specified in Exhibit D.

(D) Readiness to Proceed (Inventory Information, State Environmental Review Process Information),

(E) Recipient Authorization and Signature Information

5. AGREEMENT TO ACQUIRE, CONSTRUCT, AND INSTALL THE PROJECT.

Recipient agrees to complete the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, Recipient shall commence and complete each activity or event by the deadline stated in the Project Schedule specified in **Exhibit C**. **If the project or activity has not commenced within six (6) months of the execution date, the grant award under the appropriation of the Lead Service Line Replacement funding will be subject to forfeiture and reallocation to other community projects.**

Attachment: GEFA Documents (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

6. ESTABLISHMENT OF COMPLETION DATE. The date of completion of the Project (the **"Completion Date"**) shall be evidenced to GEFA by a certificate of completion signed by the Authorized Recipient Representative, stating that the Project was completed in accordance with the laws of the state of Georgia, the federal requirements of the Drinking Water State Revolving Fund (DWSRF) Lead Service Line Replacement Program, and the policies of GEFA as set forth in **Exhibit E**. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of Recipient to cause the certificate contemplated by this paragraph to be furnished as soon as the Project is completed. Any Advances and/or proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

7. COMMITMENT EXPIRATION DATE. Recipient agrees that the grant funds specified herein will expire on **FEBRUARY 1, 2025**. This expiration date is in accordance with the Environmental Protection Agency's Lead and Copper Rule Revisions (LCRR) under Executive Order 13990, which mandates the compliance deadline to complete lead service line inventories is October 16, 2024. All costs not submitted for reimbursement by the expiration date herein will automatically subject the grant award to forfeiture and be reallocated to other community projects under the appropriation of the Lead Service Line Replacement funding.

8. HOLD HARMLESS OBLIGATIONS. To the extent allowable by law, Recipient hereby agrees to the following hold harmless provisions:

(a) Recipient shall hold GEFA, its agents, and employees, harmless from and shall defend it against any and all claims resulting from or arising out of the grant, including, without limitation, damage claims for injury to persons or property.

(b) Recipient has submitted a grant application for the funds herein and expressly acknowledges that GEFA, its agents and employees, in passing through such funds, has neither assumed nor undertaken any legal duties to Recipient or others. Recipient agrees to make no claims or demands against GEFA, its agents, or employees, for any damages that may result from or arise out of the disbursement of the funds hereunder, even if such claims or demands are made against Recipient.

9. CONFLICTS OF INTEREST. Recipient hereby attests that all of the officials of Recipient have certified that they have not violated any applicable conflict of interest law under either state law (O.C.G.A. §§ 45-10-20 through 45-10-28 and 36-67A-1 through 36-67A-4) or under any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the terms of this Agreement.

10. LAWS AND ORDINANCES. Recipient will comply with all applicable federal and state laws, and local ordinances, including those that govern the procurement of goods and services.

Attachment: GEFA Documents (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

11. MONITORING AND AUDITS. Upon request, Recipient agrees to provide GEFA or State Auditor with any information GEFA deems necessary to monitor the performance of this agreement, and further agrees that these funds shall be included in the next regularly scheduled audit or financial statement and all subsequent ones until such audits or statements account for all grant funds. Recipient understands that any unresolved findings, whether based on an audit report, financial statement, or the final report, shall preclude Recipient from applying for and receiving any further grants from GEFA.

12. OPEN RECORDS AND OPEN MEETINGS. All documents collected or produced by Recipient for use by a private person, firm, or corporation pursuant to a contract or other agreement or understanding with any governmental entity are public records and are subject to disclosure by Recipient under the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq* (hereinafter "Act"). Non-compliance with the Act may constitute a criminal act. Recipient shall notify GEFA no later than 24 hours after receipt of a request under the Act. Failure to comply with the Act is a material breach of this Agreement that may result in termination for cause. Recipient also certifies that in approving this Agreement, it has complied with the requirements of O.C.G.A. § 50- 14-1 regarding Open Meetings.

13. COMPLIANCE WITH EXECUTIVE ORDERS CONCERNING ETHICS. Recipient represents that it is familiar with and complies where applicable to the Governor's Executive Orders concerning ethics matters, including the Executive Order dated April 1, 2021, and all previous ethics Executive Orders. In this regard, Recipient certifies that any lobbyist employed or retained by Recipient, or his firm has both registered and made the required disclosures required by the Executive Orders.

14. COMPLIANCE WITH THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT. Recipient certifies that it will comply with O.C.G.A. § 13-10- 91 relating to the verification of the status of newly hired employees as specified in **Exhibit F**, attached hereto and incorporated herein by reference.

15. RECORD RETENTION AND ACCESS. Recipient shall retain all books, records, documents, and other material relevant to this Agreement for six years from the end of the grant term following the year in which the actual grant funds were directed. GEFA or the State Auditor, through any authorized representative shall have access to and the right to examine all records, books, papers, or documents related to the Agreement.

16. ALL EXHIBITS CONTAINED HEREIN. All exhibits and attachments to this Agreement and the introductory whereas clauses are incorporated herein.

17. ENFORCEABILTY OF PROVISIONS. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Attachment: GEFA Documents (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

18. AGREEMENT ALTERATIONS AND AMENDMENTS. Any amendments, to this agreement shall not be binding unless and until said changes are in writing and signed by authorized signors of the respective parties to this agreement.

19. CONSTRUCTION OF AGREEMENT. The parties acknowledge and agree that both parties substantially participated in negotiating the provisions of the Agreement; and, therefore, the parties agree that this Agreement shall not be construed more favorably toward one party than the other party as a result of one party primarily drafting the Agreement. The Section and other headings in this Agreement are for convenience of reference only and shall not be construed, expressly or by implication, so as to affect the meaning or interpretation of any of the provisions hereof. This Section and other headings in this Agreement are for convenience of reference only and shall not affect, expressly or by implication, the meaning or interpretation of any of the provisions hereof.

20. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

21. ALL WRITING CONTAINED HEREIN. This Agreement contains all terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

Attachment: GEFA Documents (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____day of _____ 20_____.

CITY OF KINGSLAND

Signature:_____

Print Name:_____

Title:_____

(SEAL)

Attest Signature:_____

Print Name:_____

Title:_____

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

Signature:_____
Hunter Hill
Executive Director

(SEAL)

Attest Signature:_____

Print Name:_____

Attachment: GEFA Documents (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

EXHIBIT A

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: **CITY OF KINGSLAND**

Grant Number: **DWLSL2023033**

The city of Kingsland seeks to conduct an inventory to identify existing lead service lines in its drinking water system through investigation activities, such as employee interviews, acquisition of tax records or engineering site plans, predictive and statistical modeling, field investigations, and/or potholing.

Attachment: GEFA Documents (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

EXHIBIT B

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: **CITY OF KINGSLAND**

Grant Number: **DWLSL2023033**

ITEM	TOTAL	LSLR GRANT AWARD	OTHER CONTRIBUTIONS
Engineering & Administration	$75,000	$75,000	-
Service Line Investigation & Potholing	195,000	195,000	-
Devices & Equipment	-	-	-
Communication & Outreach Plan	-	-	-
LSL Replacement Plan	-	-	-
Sampling & Filters	-	-	-
Contingency	30,000	30,000	-
Other	-	-	-
TOTAL	**$300,000**	**$300,000**	**-**

*This project budget is for the Lead Service Line Replacement Set-Asides Grant program. Grantee may adjust the amounts within the various budget items without prior GRANTOR approval with the exception of Devices & Equipment (which require GRANTOR approval). In no event shall the GRANTOR be liable for any amount exceeding the grant amount contained in Section 3 of the Grant Agreement.

Attachment: GEFA Documents (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

EXHIBIT C

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: **CITY OF KINGSLAND**

Grant Number: **DWLSL2023033**

ACTION	DATE
Lead Service Line Inventory Project Commencement	NOVEMBER 2023
Bid Opening	JUNE 2024
Notice to Proceed	JULY 2024
Lead Service Line Inventory Project Completion	OCTOBER 2024

Attachment: GEFA Documents (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

Attachment: GEFA Documents (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

BIDDING AND PROCUREMENT REQUIREMENTS

Recipient: **CITY OF KINGSLAND**

Grant Number: **DWLSL2023033**

I. Competitive procurement by public bidding is required for lead service line inventory services, materials, devices, and equipment.

II. Recipient must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.

III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks The Project must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.

IV. Recipient must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.

V. Sealed bids, with a public bid opening, are required.

VI. Recipient must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.

VII. Recipient may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.

VIII. Recipient must require 100 percent payment and performance bonds, if applicable.

IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes consistent with the scope of the original project contract documents.

X. Prior to disbursement of project-related funds, Recipient shall provide GEFA with copies of the following:

A. Proof of advertising;
B. Certified detailed bid tabulation;
C. Recipient or Engineer's award recommendation;
D. Governing body's award resolution;
E. Executed contract documents;
F. Project deliverables, invoices and payment schedules; and
G. Notice to proceed;

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If Recipient wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to GEFA that specific requirements be waived. Based on specific circumstances of the request, GEFA may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this **Exhibit D** (public, open, and competitive procurement) is satisfied through alternate means.

XIII. Recipient is required to notify GEFA at least two weeks prior to the commencement of work funded under this Agreement and to schedule meetings so that a representative from GEFA may participate.

Attachment: GEFA Documents (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

FEDERAL REQUIREMENTS

Recipient: **CITY OF KINGSLAND**

Grant Number: **DWLSL2023033**

1. Recipient covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. Recipient further covenants that the Project will be constructed in compliance with state of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Safe Drinking Water Act. Recipient will comply with all federal and state of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.

2. Recipient covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Grant or any portion thereof. Recipient agrees to submit to GEFA copies of any audit prepared and filed pursuant to the requirements of this Section.

3. It is the policy of GEFA to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under GEFA. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to GEFA, with copy to Recipient within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:

   a) including qualified small and minority and women's businesses on solicitation lists;
   b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
   c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
   d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
   e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
   f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

Attachment: GEFA Documents (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

4. Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. Recipient acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

   Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. Recipient shall insert in full in any contract in excess of $2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Grant Fund Construction Contracts."

6. Recipient certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Recipient, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this grant agreement, then Recipient shall fully disclose same to GEFA, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Recipient will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

Attachment: GEFA Documents (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

8. Recipient will not discriminate against any employee or applicant for employment because of a disability. Recipient will comply with section 504 of the Rehabilitation Act of 1973.

9. Reserved.

10. Recipient will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Drinking Water State Revolving Fund Policy Guidelines, which the Recipient understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement" – section 608 and/or "Build America Buy America Requirement") unless (i) the Recipient has requested from GEFA and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) GEFA has otherwise advised Recipient in writing that the American Iron and Steel Requirement or Build America Buy America Requirement is not applicable to the Project.

11. Recipient will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Drinking Water State Revolving Fund Policy Guidelines, which Recipient understands includes, among other requirements, the development of a Fiscal Sustainability Plan (FSP) for the Project. Recipient has either certified that the FSP has been developed and is being implemented for the portion of the treatment works in the Project or Recipient has certified that an FSP will be developed and implemented for the portion of the treatment works in Project prior to the final disbursement of funds unless GEFA has otherwise advised the Recipient in writing that the development and implementation of an FSP is not applicable to the Project.

12. Recipient will comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by the Environmental Protection Agency or GEFA such as performance indicators of program deliverables, information on costs and project progress. Recipient understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Grant in advance and/or other remedial actions.

13. Recipient shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."

Attachment: GEFA Documents (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

14. Recipient will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, Recipients must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.

15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Recipient who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the grant has ended.

    The bidders list must contain the following information from all prime contractors and subcontractors:

    1) Bidder's name with point of contact;
    2) Bidder's mailing address, telephone number, and email address;
    3) The procurement item on which the bidder bid or quoted, and when
    4) Bidder's status as an MBE/WBE or non-MBE/WBE.

    Recipients receiving a combined total of $250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

16. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014);

    1) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
    2) Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
    3) Recipient shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

Attachment: GEFA Documents (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

EXHIBIT F

RECIPIENT AFFADAVIT

Recipient: **CITY OF KINGSLAND**

Grant Number: **DWLSL2023033**

By executing this affidavit, the undersigned Recipient verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services on behalf of the **Georgia Environmental Finance Authority** has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Recipient will continue to use the federal work authorization program throughout the contract period and the undersigned Recipient will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Recipient hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number **(E-Verify Number)**

_____
Date of Authorization

_____
Name of Recipient

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 202__, in ___ __ (city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC
My Commission Expires:_____

Attachment: GEFA Documents (4486 : Approval and Acceptance of: GEFA Lead Service Line Replacement Program Grant)

City Council
107 South Lee Street
Kingsland, GA 31548

TABLED

Meeting: 07/15/24 06:00 PM
Department: City Clerk
Category: Agreement
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4484

AGENDA ITEM (ID # 4484)

Approval of: MainPoint Employee Wellness Clinic MOU FY 2024-2025

A Memorandum of Understanding (MOU) establishing a cooperative partnership between the Camden County Board of Commissioners and the City of Kingsland, Georgia for providing onsite clinical medical services by Camden County to employees of the City of Kingsland. The city's pro-rata funding remains at 12% of the $621,221 FY 24-25 budget, an increase of $386 per month.
Staff recommends approval.

HISTORY:

06/10/24	**City Council**	**POSTPONED**	**Next: 07/15/24**

This item was postponed during the Consent Docket.

COUNTY OF CAMDEN

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

This Memorandum of Understanding (herein after the "MOU") between the Camden County Board of Commissioners (herein after the "CCBC") and the City of Kingsland, Georgia (herein after the "CITY"); entered into this the _____ day of _____, 2024 for providing of clinical medical services by Camden County for the employees of the City of Kingsland for the period starting July 1, 2024 and continuing through June 30, 2025 as defined and as agreed to as set forth herein:

1.

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

2.

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

3.

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

4.

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

5.

Attachment: MOU with Kingsland for Clinic Partnership FY2025 (unsigned) (4484 : Approval of: MainPoint Employee Wellness Clinic MOU FY

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

6.

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

7.

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

a.

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

b.

Operational dates of this MOU shall be effective on July 1, 2024, upon final approval by CCBC and CITY, and shall continue until either party provides proper notification for termination. Either CCBC or the CITY may terminate this MOU at any time by informing the other party in writing 30 days prior to the termination of the agreement which shall be delivered to the County Administrator for CCBC or the City Manger for the CITY.

c.

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

i. Staff will be available during set operational hours.

Attachment: MOU with Kingsland for Clinic Partnership FY2025 (unsigned) (4484 : Approval of: MainPoint Employee Wellness Clinic MOU FY

d.

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

CCBC has determined the estimated budgeted operating cost for CCBC's Fiscal Year 2024-2025 to be $621,221. This budgeted amount is to cover any and all expenses associated with the onsite clinic (physician, physician's assistant, registered nursing staff, malpractice liability insurance premiums, non-medical staff, medical supplies, medications, and the utility and maintenance costs to operate the clinic).

It has further been determined that the CITY utilized the onsite medical clinic for CCBC's Fiscal year 2023-2024 for a pro-rated use percentage of 12% of the total operating costs for the afore-stated fiscal budget year.

It is hereby agreed and consented to by the parties hereto that the CITY shall pay to CCBC 12% of the afore-stated $621,221 budget, conditioned on the CITY use of the clinical services not exceeding the projected 12% use of the clinic for 2024-2025 Fiscal Budget Year.

CITY shall pay to CCBC the total annual amount of $74,546.52 for medical services provided by the CCBC's onsite clinic to the CITY. Said annual amount shall be paid in 12 monthly installments of $6,212.21. CITY shall pay CCBC for the monthly installment payment by the 10th day of each month for the services performed in the previous month starting with July 1, 2024.

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

The quarterly reviews are for the periods of July 1, 2024 to September 30, 2024; October 1, 2024 to December 31, 2024; January 1, 2025 to March 31, 2025; and April 1, 2025 to June 30, 2025. The completed quarterly review shall be presented by the CCBC to CITY on or before the 20th day of the month following the quarter just completed.

e.

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

Attachment: MOU with Kingsland for Clinic Partnership FY2025 (unsigned) (4484 : Approval of: MainPoint Employee Wellness Clinic MOU FY

f.

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

g.

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

h.

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

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

This _____ day of _____2024

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

ATTEST:_____
Kathryn Bishop, County Clerk

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

This _____ day of _____2024

ATTEST: _____
Jo Seigler, City Clerk

Attachment: MOU with Kingsland for Clinic Partnership FY2025 (unsigned) (4484 : Approval of: MainPoint Employee Wellness Clinic MOU FY

MainPoint Health and Wellness
FY 23 Quarterly Utilization Report

		Camden County	City of St Marys	PSA	City of Kingsland	Totals
1st Quarter	**July**					
	Nurse Encounters	59	22	7	16	104
	Provider Encounters	91	41	8	18	158
	Provider Consults	31	18	5	4	58
	Total	181	81	20	38	320
	August					
	Nurse Encounters	113	24	9	19	165
	Provider Encounters	112	34	11	18	175
	Provider Consults	52	20	5	13	90
	Total	277	78	25	50	430
	September					
	Nurse Encounters	86	23	5	27	141
	Provider Encounters	88	22	2	11	123
	Provider Consults	45	16	2	23	86
	Total	219	61	9	61	350
	Totals	**677**	**220**	**54**	**149**	**1100**
	Percentage of Total Clinic Utilization	**61.55%**	**20.00%**	**4.91%**	**13.55%**	**100.00%**
2nd Quarter	**October**					
	Nurse Encounters	152	51	9	31	243
	Provider Encounters	96	37	3	21	157
	Provider Consults	31	22	4	9	66
	Total	279	110	16	61	466
	November					
	Nurse Encounters	98	17	6	15	136
	Provider Encounters	96	28	8	17	149
	Provider Consults	42	11	3	8	64
	Total	236	56	17	40	349
	December					
	Nurse Encounters	92	27	11	20	150
	Provider Encounters	102	22	4	22	150
	Provider Consults	40	23	5	11	79
	Total	234	72	20	53	379
	Totals	**749**	**238**	**53**	**154**	1194
	Percentage of Total Clinic Utilization	**62.73%**	**19.93%**	**4.44%**	**12.90%**	**100.00%**
3rd Quarter	**January**					
	Nurse Encounters	138	28	6	16	188
	Provider Encounters	111	39	2	25	177
	Provider Consults	57	20	3	10	90
	Total	306	87	11	51	455
	February					
	Nurse Encounters	146	27	8	20	201
	Provider Encounters	79	29	5	18	131
	Provider Consults	46	18	5	15	84
	Total	271	74	18	53	416
	March					
	Nurse Encounters	161	25	12	21	219
	Provider Encounters	134	27	3	34	198
	Provider Consults	53	18	7	16	94
	Total	348	70	22	71	511
	Totals	925	231	51	175	1382
	Percentage of Total Clinic Utilization	**66.93%**	**16.71%**	**3.69%**	**12.66%**	**100.00%**
4th Quarter	**April**					
	Nurse Encounters	163	31	5	19	218
	Provider Encounters	107	35	7	20	169
	Provider Consults	48	20	2	14	84
	Total	318	86	14	53	471
	May					
	Nurse Encounters	138	26	21	21	206
	Provider Encounters	114	33	1	14	162
	Provider Consults	71	14	2	16	103
	Total	323	73	24	51	471
	June					
	Nurse Encounters	129	37	12	15	193
	Provider Encounters	101	26	4	25	156
	Provider Consults	53	26	4	11	94
	Total	283	89	20	51	443
	Totals	924	248	58	155	1385
	Percentage of Total Clinic Utilization	**66.71%**	**17.91%**	**4.19%**	**11.19%**	**100.00%**
Grand Totals	**Total Encounters**	**3275**	**937**	**216**	**633**	**5061**
	Overall Percentage of Total Clinic Utilization	**64.71%**	**18.51%**	**4.27%**	**12.51%**	**100.00%**

Totals by Provider	Nurse	Provider	Provider Consult	Grand Totals
1st Quarter	410	456	234	110
2nd Quarter	529	456	209	119
3rd Quarter	608	506	268	138
4th Quarter	617	487	281	138
Totals	2164	1905	992	506

Attachment: Camden County Total Clinic Utilization All Entities FY 22-23 Final (4484 : Approval of: MainPoint Employee Wellness Clinic MOU

MainPoint Health and Wellness FY 24 Quarterly Utilization Report		Camden County	City of St Marys	PSA	City of Kingsland	Totals
1st Quarter	**July**					
	Nurse Encounters	108	41	6	14	169
	Provider Encounters	101	30	2	21	154
	Provider Consults	49	26	2	10	87
	Total	258	97	10	45	410
	August					
	Nurse Encounters	117	30	13	11	171
	Provider Encounters	110	37	9	17	173
	Provider Consults	63	13	8	7	91
	Total	290	80	30	35	435
	September					
	Nurse Encounters	133	30	6	18	187
	Provider Encounters	109	39	3	30	181
	Provider Consults	55	17	3	12	87
	Total	297	86	12	60	455
	Totals	**845**	**263**	**52**	**140**	**1300**
	Percentage of Total Clinic Utilization	**65.00%**	**20.23%**	**4.00%**	**10.77%**	**100.00%**
2nd Quarter	**October**					
	Nurse Encounters	154	38	11	57	260
	Provider Encounters	102	31	6	34	173
	Provider Consults	57	17	5	15	94
	Total	313	86	22	106	527
	November					
	Nurse Encounters	124	25	6	14	169
	Provider Encounters	117	25	5	28	175
	Provider Consults	58	14	4	4	80
	Total	299	64	15	46	424
	December					
	Nurse Encounters	103	21	6	12	142
	Provider Encounters	95	25	5	20	145
	Provider Consults	63	12	2	7	84
	Total	261	58	13	39	371
	Totals	**873**	**208**	**50**	**191**	1322
	Percentage of Total Clinic Utilization	**66.04%**	**15.73%**	**3.78%**	**14.45%**	**100.00%**
3rd Quarter	**January**					
	Nurse Encounters	103	34	9	25	171
	Provider Encounters	112	31	5	31	179
	Provider Consults	54	22	5	14	95
	Total	269	87	19	70	445
	February					
	Nurse Encounters	127	27	4	16	174
	Provider Encounters	127	31	3	37	198
	Provider Consults	59	17	4	11	91
	Total	313	75	11	64	463
	March					
	Nurse Encounters	164	32	7	24	227
	Provider Encounters	136	39	3	28	206
	Provider Consults	51	24	4	13	92
	Total	351	95	14	65	525
	Totals	933	257	44	199	1433
	Percentage of Total Clinic Utilization	**65.11%**	**17.93%**	**3.07%**	**13.89%**	**100.00%**
4th Quarter	**Totals**	0	0	0	0	0
	Percentage of Total Clinic Utilization	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**
Grand Totals	**Total Encounters**	**2651**	**728**	**146**	**530**	**4055**
	Overall Percentage of Total Clinic Utilization	**65.38%**	**17.95%**	**3.60%**	**13.07%**	**100.00%**

Totals by Provider	Nurse	Provider	Provider Consult	Grand Totals
1st Quarter	527	508	265	1300
2nd Quarter	571	493	258	1322
3rd Quarter	572	583	278	1433
4th Quarter	0	0	0	0
Totals	1670	1584	801	4055

Attachment: Camden County Total Utilization 3rd Qtr (4484 : Approval of: MainPoint Employee Wellness

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/15/24 06:00 PM
Department: City Clerk
Category: Miscellaneous
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4505

AGENDA ITEM (ID # 4505)

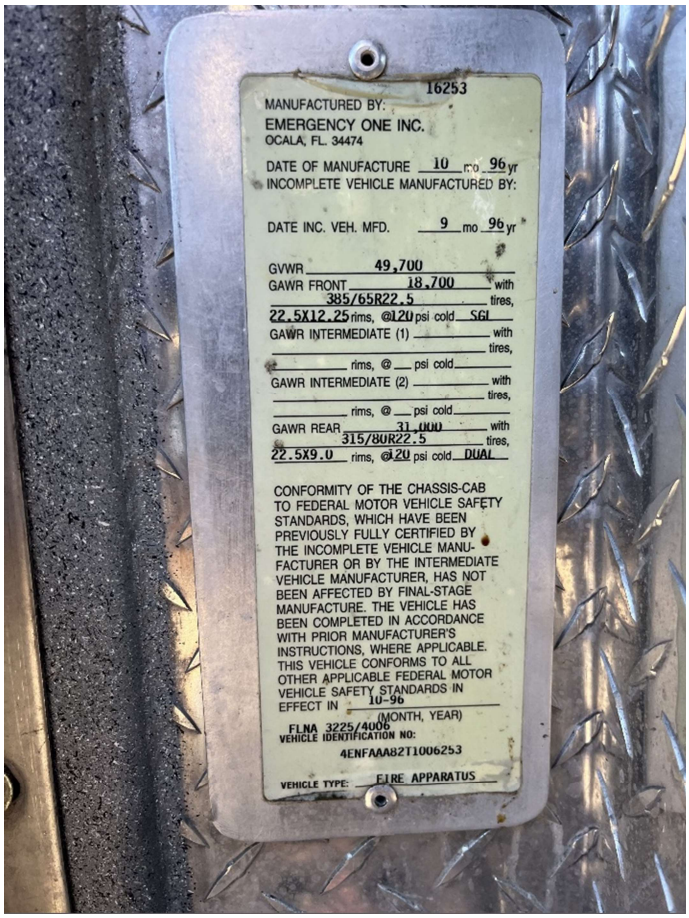
Approval of: Declaration of Surplus Vehicles to be Auctioned

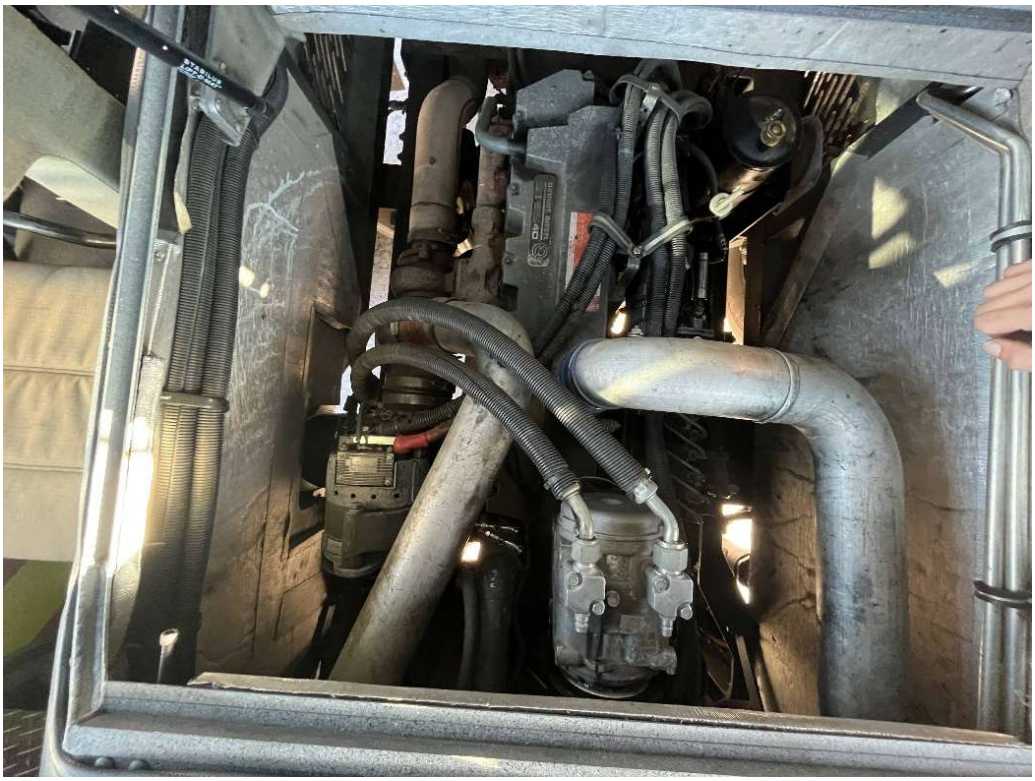
1996 E-One Truck - The engine on this truck is an International/Detroit 40 Series 2 stroke that is 28 years old. The head of the block is blown and parts are not easily obtainable. The truck still runs and functions but is leaking oil from the engine block.

1989 Simon Duplex Ladder Truck - The engine on this 35 year old truck is blown and parts are not obtainable.

1996 E-One Fire Truck

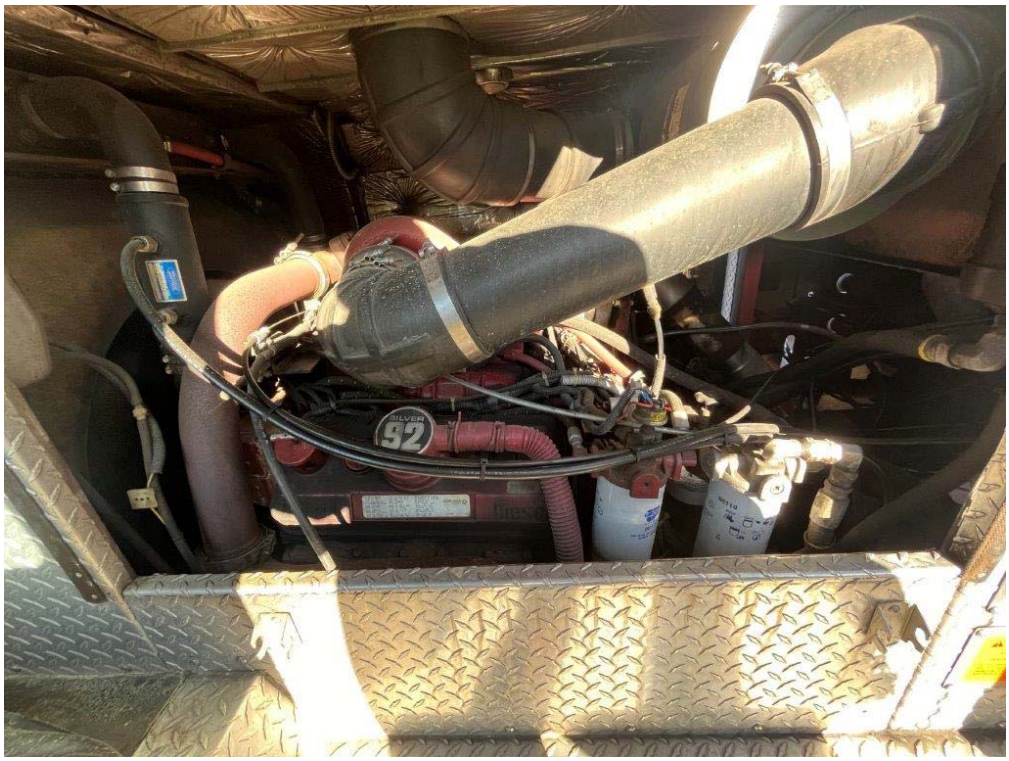
Attachment: Truck Pictures (4505 : Approval of: Declaration of Surplus Vehicles to be Auctioned)





Attachment: Truck Pictures (4505 : Approval of: Declaration of Surplus Vehicles to be Auctioned)

1989 Simon Duplex
Ladder Truck



Attachment: 1989 Simon Duplex Fire Truck (4505 : Approval of: Declaration of Surplus Vehicles to be Auctioned)

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/15/24 06:00 PM
Department: City Clerk
Category: Policy
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4507

AGENDA ITEM (ID # 4507)

Approval of: Naoxone Policy

The City of Kingsland recognizes the continuing rise in prescription abuse and subsequent rise in heroin use has resulted in an increase in opioid overdoses. With this program, city personnel located in select public buildings will have access to nasal naloxone rescue kit. Naloxone is an opioid receptor blocker which, when administered quickly, will temporarily reverse the overdose. This initiative involves deployment of naloxone rescue kits to all City buildings where AED devices are located in compliance with Senate Bill 389.

City of Kingsland Policy: Naloxone Policy

I. OBJECTIVE:

The City of Kingsland recognizes the continuing rise in prescription abuse and subsequent rise in heroin use has resulted in an increase in opioid overdoses. With this program, city personnel located in select public buildings will have access to nasal naloxone rescue kit. Naloxone is an opioid receptor blocker which, when administered quickly, will temporarily reverse the overdose. It has been widely used by medical emergency responders across the nation with great success. The immediate effect of reversing the effects of the opioid will allow time for more advanced medical treatment. The objective is to treat and reduce the injury and fatality from opiate overdoses. This initiative involves the deployment of naloxone rescue kits to all City buildings where AED devices are located in compliance with Senate Bill 389.

II. POLICY:

It is the policy of the City of Kingsland that personnel may administer naloxone in accordance with the mandated guidelines set forth by Georgia law. All personnel are required to be initially trained in the use of naloxone by an instructor as required by the Georgia Department of Public Health rules and guidelines. The Fire Chief shall appoint a member of the fire department to the position of Naloxone Program Coordinator. This person shall be responsible for ordering, assigning, replacement, maintenance, and record retention for the program.

III. DEFINITIONS:

- Administration of Opioid Antagonist: The administration of an opioid antagonist by an authorized person pursuant to Georgia law.
- Emergency Medical Service (EMS): Services rendered by licensed Emergency Medical Technicians (EMT) or certified Emergency Medical Services first responders in response to a person's need for immediate medical care to prevent loss of life or aggravation of a physical illness or injury.
- Medical/Physician Director: A physician responsible for oversight of an opioid antagonist administration program, including providing for or ensuring the medical control of trained first responders; development, implementation, and evaluation of medical protocols; oversight of quality assurance activities; and compliance with Georgia Board of Pharmacy requirements.
- Naloxone Coordinator: A person designated by the Fire Chief to provide guidance and supervision for trained first responders equipped with naloxone, oversee training and services coordination, quality assurance, and reporting.
- Opioid: Any substance containing or derived from opium, including but not limited to heroin and morphine.
- Opioid Antagonist: A drug that nullifies, in whole or in part, the effects of an opioid. The opioid antagonist for the purpose of this policy is limited to naloxone.
- Opioid Antagonist Training Program: A training program conducted by an approved instructor by the Georgia Department of Public Health which prepares a person to

Attachment: Kingsland Naloxone Policy (4507 : Approval of: Naoxone Policy)

administer an opioid antagonist as shown by best practices or recommended by the Georgia Department of Public Health.

- Protocols: Predetermined, written medical care plans, including standing orders.

IV. PROCEDURE:

A. NALOXONE USE

1. The City of Kingsland will assign a minimum of three (3) naloxone kits to every patrol unit and in each AED emergency box on all premises.
2. When administering the naloxone kit, city personnel will:
    - Maintain universal precautions.
    - Perform victim assessment.
    - Determine unresponsiveness, absence of breathing, and/or no/faint pulse.
    - Update dispatch that the victim is in a potential overdose state. Dispatch will then update the Fire Department and EMS, if not already done, to arrange transport to a hospital emergency department.

B. MAINTENANCE AND REPLACEMENT

1. An inspection of the naloxone kit shall be the responsibility of the personnel to whom the kit is assigned and will be done each shift.
2. Naloxone kits must not be left in the patrol vehicles when not in use, especially in the summer months.
3. Missing or damaged naloxone kits will be reported to the department naloxone coordinator and documented with an incident report. The damaged kits will be forwarded to the naloxone coordinator.
4. Where any condition necessitates, the naloxone kit shall be taken offline and be submitted for replacement to the department naloxone coordinator.
5. Upon administering naloxone, a new kit shall be ordered and replaced.

C. DOCUMENTATION

Personnel will submit a report detailing the nature of the incident, the care the victim received, and the fact that naloxone was administered. The report will be forwarded to the department naloxone coordinator. These records must be completed for the statistical value of the naloxone program. The document shall be retrievable via hardcopy and electronically and shall be made available to members of Fire and EMS.

V. TRAINING

A. All personnel will receive initial training that will include, at minimum, an overview of SB 389 that permits the use of naloxone, victim assessment (e.g., signs/symptoms of overdose), universal precautions, rescue breathing, seeking medical attention, and the use of intranasal naloxone as detailed in the standing order. Upon completion of training, personnel will have their training recorded with the Kingsland Fire & Rescue Department training unit, Naloxone Program Coordinator, and the medical director.

Attachment: Kingsland Naloxone Policy (4507 : Approval of: Naoxone Policy)

B. Personnel will receive training refreshers during their yearly continuing education by the Department Training Coordinator and/or a member of an Emergency Management staff as approved by the Georgia Department of Public Health.

VI. PROTOCOL

A. Activate the response of EMS and make the scene safe.

B. Assess the victim:

I. If conscious or easily roused – do not give naloxone.

II. If not conscious, abnormal breathing with a pulse – give 4ml naloxone in one nostril.

III. If not conscious, abnormal breathing with no pulse – start CPR, notify dispatch that CPR is in progress, and administer 4ml naloxone in one nostril.

C. Monitor the victim:

I. If breathing improves within one minute – place in the recovery position (as learned in first responder and CPR certification classes) and reassess frequently.

II. If breathing does not improve within one minute – administer 4ml naloxone in the other nostril.

D. Upon arrival of EMS/Ambulance: give responding emergency services personnel a full report of victim assessment, use of naloxone, and victim's response to use of naloxone.

Attachment: Kingsland Naloxone Policy (4507 : Approval of: Naoxone Policy)

Senate Bill 395

By: Senators Dixon of the 45th, Watson of the 11th, Walker III of the 20th, Strickland of the 17th and Halpern of the 39th

AS PASSED

A BILL TO BE ENTITLED

AN ACT

To amend Titles 16, 20, 26, and 31 of the Official Code of Georgia Annotated, relating to crimes and offenses; education; food, drugs, and cosmetics; and health, respectively, so as to address opioid antagonists; to expand the exemption of naloxone from the definition of a dangerous drug to include any opioid antagonist when used for drug overdose prevention; to authorize the possession of opioid antagonists in schools; to provide a short title; to authorize schools to maintain a stock supply of opioid antagonists; to authorize trained school personnel to administer opioid antagonists and carry opioid antagonists on their person; to provide for immunity; to provide for activation of the emergency medical services system and notification of emergency contacts; to provide for educational resources, guidelines, policy, training, and immunity relative to opioid antagonists; to revise language relating to the prohibition on selling drugs through vending machines; to provide that practitioners may dispense and supply opioid antagonists to certain individuals and entities; to repeal the requirement that an opioid antagonist must have a prescription in order for a individual who administers it to have civil, criminal, and professional immunity; to provide immunity for harm reduction organizations that supply opioid antagonists to certain individuals; to require that certain buildings maintain and make accessible opioid antagonists; to provide for definitions; to provide for related matters; to repeal conflicting laws; and for other purposes.

Attachment: SB 395 (4507 : Approval of: Naoxone Policy)

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Title 16 of the Official Code of Georgia Annotated, relating to crimes and offenses, is amended in Article 3 of Chapter 13, relating to dangerous drugs, by adding a new paragraph to subsection (c) of Code Section 16-13-71, relating to the definition of a dangerous drug, to read as follows:

"(16.92) Any opioid antagonist, as defined in Code Section 26-4-116.2, shall also be exempt from subsections (a) and (b) of this Code section when used for drug overdose prevention and when supplied by a dispenser or an authorized wholesale distributor."

SECTION 2.

Title 20 of the Official Code of Georgia Annotated, relating to education, is amended in Part 3 of Article 16 of Chapter 2, relating to student health in elementary and secondary education, by adding a new Code section to read as follows:

"20-2-776.5.

(a) This Code section shall be known and may be cited as 'Wesley's Law.'

(b) As used in this Code section, the term 'opioid antagonist' means a drug that binds to opioid receptors and blocks or inhibits the effect of opioids acting on those receptors, including, but not limited to, naloxone, hydrochloride, or any other similarly acting drug that is approved by the federal Food and Drug Administration for the treatment of an opioid related overdose.

(c) No visitor or school personnel shall be prohibited from possessing an opioid antagonist on school property or at a school sponsored activity.

(d) All local school systems or public schools, including charter schools, shall acquire and maintain a supply of opioid antagonists in any secure location where an individual may have an opioid overdose; provided, however, that, if there occurs a shortage of opioid

Attachment: SB 395 (4507 : Approval of: Naoxone Policy)

antagonists, the local school systems or public schools, including charter schools, shall make a reasonable effort to maintain a supply of opioid antagonists. Any such supply shall be maintained in accordance with the manufacturer's instructions.

(e) Any school personnel may administer an opioid antagonist to any person who the school personnel believes in good faith to be experiencing an opioid overdose:

(1) While in school;

(2) While at a school sponsored activity;

(3) While under the supervision of school personnel; or

(4) Before or after normal school activities, such as while in a before-school or after-school program on school operated property.

(f) School personnel shall be authorized to carry an opioid antagonist on his or her person while in school, at a school sponsored activity, or on school operated property.

(g) Upon the administration of any opioid antagonist pursuant to this Code section, the local school system or public school, including charter schools, shall immediately activate the emergency medical services system and notify the student's parent, guardian, or emergency contact or notify such other individual's emergency contact, if known

(h) Any school personnel who in good faith administers or chooses not to administer an opioid antagonist pursuant to this Code section shall be immune from civil liability or professional discipline for any act or omission related to the administration of an opioid antagonist, except that such immunity shall not apply to an act or omission of willful or wanton misconduct, recklessness, or gross negligence.

(i) A local school system or public school, including a charter school, shall be immune from civil liability for an act or omission related to the implementation of the provisions of this Code section, except that such immunity shall not apply to an act or omission of willful or wanton misconduct, recklessness, or gross negligence."

Attachment: SB 395 (4507 : Approval of: Naoxone Policy)

SECTION 3.

Title 26 of the Official Code of Georgia Annotated, relating to food, drugs, and cosmetics, is amended in Chapter 4, relating to pharmacists and pharmacies, by revising Code Section 26-4-89, relating to prohibition of selling drugs in vending machines, remote automated medication system excluded, as follows:

"26-4-89.

(a) Any person who shall sell or dispense prescription drugs by the use of vending machines shall be guilty of a misdemeanor.

(b) A remote automated medication system shall not be considered a vending machine for purposes of this Code section."

SECTION 4.

Said title is further amended in said chapter by revising subsections (b), (d), and (e) of Code Section 26-4-116.2, relating to authorization of licensed health practitioners to prescribe opioid antagonists, pharmacists authorized to fill prescriptions, and immunity from liability, as follows:

"(b) A practitioner acting in good faith and in compliance with the standard of care applicable to that practitioner may prescribe and dispense an opioid antagonist for use in accordance with a protocol specified by such practitioner, and may supply opioid antagonists to a person at risk of experiencing an opioid related overdose or to a pain management clinic, first responder, harm reduction organization, family member, friend, or other person in a position to assist a person at risk of experiencing an opioid related overdose."

"(d) A person acting in good faith and with reasonable care to another person whom he or she believes to be experiencing an opioid related overdose may administer or supply an opioid antagonist ~~that was prescribed pursuant to subsection (b) of this Code section in~~

Attachment: SB 395 (4507 : Approval of: Naoxone Policy)

~~accordance with the protocol specified by the practitioner or pursuant to Code Section 31-1-10~~.

(e) The following ~~individuals~~ persons shall be immune from any civil liability, criminal responsibility, or professional licensing sanctions for the following actions authorized by this Code section:

(1) Any practitioner acting in good faith and in compliance with the standard of care applicable to that practitioner who prescribes an opioid antagonist pursuant to subsection (b) of this Code section;

(2) Any practitioner or pharmacist acting in good faith and in compliance with the standard of care applicable to that practitioner or pharmacist who dispenses or supplies an opioid antagonist pursuant to a prescription issued in accordance with subsection (b) of this Code section;

(3) The state health officer acting in good faith and as provided in Code Section 31-1-10; ~~and~~

(4) Any person acting in good faith, other than a practitioner, who administers or supplies an opioid antagonist pursuant to subsection (d) of this Code section; and

(5) Any harm reduction organization acting in good faith and within its scope of services that supplies an opioid antagonist to individuals at risk of experiencing an opioid related overdose."

SECTION 5.

Title 31 of the Official Code of Georgia Annotated, relating to health, is amended in Article 1 of Chapter 2A, relating to general provisions for the Department of Public Health, by adding a new Code section to read as follows:

"31-2A-20.

(a) As used in this Code section, the term:

Attachment: SB 395 (4507 : Approval of: Naoxone Policy)

(1) 'Automated external defibrillator' shall have the same meaning as set forth in Code Section 31-11-53.1.

(2) 'Courthouse' means a building occupied by judicial courts and containing rooms in which judicial proceedings are held, provided that such building contains an automated external defibrillator.

(3) 'Government entity' means any state board, commission, agency, or department, or the governing authority of any county, municipality, or consolidated government, but such term shall not include local school systems, public schools, charter schools, or university buildings.

(4) 'Opioid antagonist' shall have the same meaning as set forth in Code Section 26-4-116.2.

(5) 'Opioid related overdose' shall have the same meaning as set forth in Code Section 26-4-116.2.

(6) 'Qualified government building' means a building in which a government entity is housed or meets in its official capacity, including the portion occupied by a government entity of any building that is not publicly owned, provided that such building contains an automated external defibrillator.

(7) 'University building' means any building which forms a part of the University System of Georgia, including any college or university under the government, control, and management of the Board of Regents of the University System of Georgia, or any building under the control of the State Board of the Technical College System of Georgia.

(b) The department shall consult with the Department of Behavioral Health and Developmental Disabilities and may consult with any other medical, clinical, or peer support professionals or organizations it deems appropriate to identify and develop educational resources and guidelines on opioid related overdoses. The department shall develop a model training and implementation policy for opioid antagonist administration. All such educational resources and guidelines and the model training and implementation

Attachment: SB 395 (4507 : Approval of: Naoxone Policy)

policy shall be maintained in a prominent manner on the department's principal public website.

(c) All qualified government buildings and courthouses shall:

(1) Maintain a supply of at least three unit doses of opioid antagonists; and

(2) Ensure that such supply of opioid antagonists is available and accessible during regular business hours and outside of regular business hours for all government entity events.

(d) A government entity may make opioid antagonists accessible during government entity events that occur on property that is not publicly owned.

(e) No one employee, officer, agent, contractor, or other individual shall be solely responsible for providing training pursuant to subsection (f) of this Code section for any government entity.

(f)(1) Every government entity that is based in or operates out of a qualified government building shall establish and implement an internal training and implementation policy for opioid antagonist administration. Such policy may be based on the model training and implementation policy developed by the department pursuant to subsection (b) of this Code section. Each such government entity shall be authorized to receive and administer grants, gifts, contracts, moneys, and donations for the purpose of implementing this Code section.

(2) Each internal training and implementation policy provided for in paragraph (1) of this subsection shall:

(A) Provide details about how an individual can access opioid antagonist administration training;

(B) Specify the location or locations of the government entity's supply of opioid antagonists;

Attachment: SB 395 (4507 : Approval of: Naoxone Policy)

(C) Contain an affirmative statement that any trained individual may administer an opioid antagonist to any person whom the trained individual believes in good faith to be experiencing an opioid related overdose; and

(D) Contain the following statement: 'Georgia law provides that any trained individual shall be immune from civil liability or professional discipline for any good faith act or omission to act in the emergency administration of an opioid antagonist to a person believed to be having an opioid related overdose.'

(g) All employees, officers, agents, and contractors of government entities and all other individuals who receive training pursuant to subsection (f) of this Code section shall be immune from civil liability or professional discipline for any good faith act or omission to act related to the emergency administration of an opioid antagonist pursuant to this Code section. Good faith shall not include willful misconduct, gross negligence, or recklessness.

(h) Notwithstanding any law to the contrary, funds appropriated or otherwise made available to a government entity may be used to comply with the requirements of this Code section by such government entity.

(i) A government entity shall not be subject to civil liability for damages for any failure to provide an automated external defibrillator or opioid antagonist pursuant to this Code section."

SECTION 6.

All laws and parts of laws in conflict with this Act are repealed.

Attachment: SB 395 (4507 : Approval of: Naoxone Policy)