CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA ● SEPTEMBER 22, 2014

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

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

I. PUBLIC HEARING - STARTS AT 6:00PM

1. Public Hearing

Mr. Charles J Loomis, owner of Loomis Bar-B-Q Inc a license franchise of Sonny's Real Pit BBQ, currently holds a beer and wine license on premise consumption with food which was approved on October 13, 1997 council meeting. Mr. Loomis would like to add Liquor license. This business is located at 1380 Boone Road East, Kingsland Georgia 31548. Public hearing on this application is scheduled for Monday, September 22, 2014 at 6:00p.m. in the council chamber at City Hall. Anyone having any objection to adding Liquor to the existing license should address their concern to the Mayor and Council at the public hearing. Formal consideration of this application will take place during the regular council session on Monday September 22, 2014.

2. Zoning Ordinance Text Amendment

Amendment to add 'Turkey Shoots' to list of special permit uses allowed in the C-2 General Commercial District.

II. CALL TO ORDER AND WELCOME GUESTS

1. Bishop Verdell Griffin, Jr.

III. INVOCATION AND PLEDGE TO THE FLAG

IV. ROLL CALL

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

V. CONSENT DOCKET

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

VI. RECOGNITION

1. Life Safety Awards

VII. PRESENTATION

1. Paramedicine by Mr. Robert Shad, Region 9 EMS Director
2. Co-Location Presentation - Planning Services, Coastal Regional Commission

VIII. GRANTING AUDIENCE TO THE PUBLIC

IX. OLD BUSINESS

1. Selection Of: Bond Counsel-EPIC Project
2. APPROVAL OF: Zoning Text Amendment - Signs

ZONING ORDINANCE TEXT AMENDMENT - Amendment proposes multiple changes to the City of Kingsland sign regulations and movement of the Colerain Overlay District with changes to Section 65 of the zoning ordinance. Planning Commission recommends approval.

X. PLANNING AND ZONING

1. APPLICATION FOR SPECIAL USE - Howard Davis

Howard Davis, 103 Scrubby Bluff Rd is requesting a Special Use Permit to operate seasonal turkey shoots. Zoning is C-2.

2. APPROVAL OF: Zoning Ordinance Text Amendment

Amendment to add "Turkey Shoots" to list of special permit uses allowed in the C-2 General Commercial District.

XI. NEW BUSINESS

1. 1120 : APPROVAL OF: RESOLUTION #2014- 20: Adoption of FY 2014-2015 Operating Budget
2. APPROVAL OF: 2014 Millage Rate

3. PROCLAMATION: Honoring "Pink Out Friday" for Breast Cancer
4. JOINT PROCLAMATION: of the Camden County Board of Commissioners, City of St. Marys, City of Kingsland and City of Woodbine Honoring Congressman Jack Kingston
5. APPROVAL OF: Liquor License for Mr. Charles J. Loomis, Owner of Loomis Bar-B-Q, Inc.
6. Co-Location Agreement - Planning Services
7. DISCUSSION: Proposed Change to the Kingsland Police Review Board
8. BID AWARD: Timber Harvesting
9. BID AWARD: Custodial Services
10. Revisions to GMEBS Health Plan Participation Documents - Compliance with Patient Protection and Affordable Care Act ("ACA")
11. Lease Agreement - 2 Advanced Life Support Ambulances, Camden County

XII. MAYOR AND COUNCIL ANNOUNCEMENT

XIII. ADJOURNED

CO-LOCATION OF PLANNING & DEVELOPMENT SERVICES

Camden County

Camden County and the City of Kingsland are seeking recommendations for efficiencies and improvements to organizational elements and service delivery of Planning and Development Services. The analysis is to provide a review of current services and the feasibility of co-locating and moving into consolidating planning and development services.

The Coastal Regional Commission

The Coastal Regional Commission (CRC) is a multi-faceted agency which provides local and regional comprehensive planning services to the region's 10 counties and 35 cities as well as specialized planning services in natural and cultural resources, historic preservation, transportation, economic development, geographic information systems (GIS) and web-publishing services.

For more than 45 years, the CRC has been dedicated to assisting local governments in providing services in an efficient and effective manner. We are organized for results so our services are tailored to the needs of communities pursuing a stronger, more connected, more livable community. It's our mission to ensure the region remains competitive and attractive.

The CRC believes innovation plays a role and that it is essential to help address community issues and projects. To this end the CRC partners with regional leaders, state and federal agencies and higher institutions to assist with identifying issues and opportunities; to provide assistance to local governments and to work with the CRC in examining coastal vulnerability that takes into account the wide range of implications to the coast.

The CRC works throughout the region to integrate implementation strategies into all future planning efforts to make the connection that *together* twenty-first century challenges are met - from attracting and maintaining skilled labor to clean waters and sustainable communities.

Planning & Government Services

The CRC Planning & Government Services Department connects problem-solving ideas with on-the-ground solutions. The CRC works with local governments to link vision with regulations and implementation plans. The CRC is committed to collaboration because informed policy makers combined with staff members armed with the right tools are a requisite to effect meaningful change in communities. We measure success by implemented results in line with the vision and performance standards identified in the region's plan.

We facilitate purposeful engagement. Through the CRC Practicum Series, the CRC helps to advance policy reforms; share knowledge of effective strategies and tools; build the capacity of key constituencies; and raise awareness about the interdisciplinary nature of issues. Through the Regional Plan of Coastal Georgia, the CRC advances the implementation of best practices through research, training and technical assistance. The CRC Practicum series provides certified planners with continuing maintenance credits through the American Planning Association (APA) and provides floodplain managers with continuing education requirements. The CRC Practicum Series program is a recipient of the National Association of Development Organizations (NADO) Innovation Award

The CRC serves as the agency for the Leadership SE Georgia (LSEGA) program. In this leadership program, public officials, policymakers, influential thinkers and practitioners meet to confront challenges, explore new paths for moving forward and formulate leadership strategies on how best to meet the reality of today's challenges. Participants of Leadership SE Georgia experience all of the region; its issues, opportunities and hidden gems in engaging ways. As a part of this process, the Leadership SE Georgia program focuses on the region's capacity to actively address challenges and successfully capitalize on the region's opportunities. It explores key issues common to every jurisdiction in the region, how those issues might impact the future and possible strategies to address those issues.

Purpose

Coastal Georgia partners continue to make complex choices about how and where to invest in public services. On a daily basis they must balance maintaining existing public services and infrastructure with bringing new or improved services to underserved and new residents and businesses. And these improvements must be made in a way that meets federal and state regulations. As the world changes, the way public services are delivered must continually be reinvented to prepare for and adapt to the future. This means setting clear service goals, actively managing services and assets, and making strategic investments.

The success of Camden County depends on sound basic services. High quality and reliable basic public services are essential to the County's future success. It takes the collective effort of government agencies and regulated utilities to provide fundamental necessities.

To this end, the Coastal Regional Commission (CRC) is retained by Camden County, GA to complete a study to determine the feasibility of co-locating and consolidating Planning Services within the county. In addition Camden County's Planning and Development Department, the planning services of the City of Kingsland, the City of Woodbine are to be included in the study. The City of St. Marys, should they seek to co-locate and consolidate services will be part of the study.

The county and cities are seeking recommendations for efficiencies and improvements to organizational elements and service delivery. The analysis is to provide jurisdictions with a review of current services and the feasibility of co-locating and moving into consolidating planning and development services.

Characteristics

Camden County

Camden County consists of 613 square miles and includes three incorporated cities: Woodbine, Kingsland and St. Marys in addition to a number of smaller unincorporated communities. Camden County is the fastest growing county in the state of Georgia with a 2010 U.S. Census population of 50,513. The county has a commission-administrator from of government. This form of government includes elected officials serving as a board of commissioners with an appointed county administrator.

City of Kingsland

The City of Kingsland is approximately 44 square miles of land mass. According to the 2010 U.S. Census, the total population is 15,496. Kingsland has a council-manager form of government. The city charter establishes the mayor as the chief executive office and appoints the city manager to serve as the chief administrative officer.

City of Woodbine

The City of Woodbine is the county seat of Camden Count and has a total area of 2.6 square miles. According to the 2010 census, the population is 1,412. The City of Woodbine has a council-manager form of government with the mayor serving as chief executive officer and appoints the city manager to serve as the chief administrative officer.

City of St. Marys

The city of St. Marys consists of just over 18 square miles. The 2010 U.S. Census reports a total incorporated population of 17,121. St. Marys has a council-manager form of government where the mayor serves as the as the chief executive officer of the city. The city manager serves as the chief administrative officer of the city and is appointed by the city council.

Planning and Development Services

Camden County

The Camden County Planning & Development Office is responsible for local government compliance with regulations on comprehensive planning (QLG Status), solid waste management planning, service delivery strategies, and a variety of state reporting requirements all of which have varying impacts on local eligibility for state funding and permitting programs.

The Camden County Planning & Development Department is also responsible for administering and enforcing all codes as they pertain to the following:

- Land Subdivision Regulations
- Zoning Regulations
- Amusements and Entertainments
- Residential and Commercial Building Regulations
- Environment
- Floods
- Telecommunications and Nuisances

The Department is responsible for the following functions:

- Code Enforcement of the Unified Development Code
- Annual Issuance of Occupational Tax Certificates for the 238 Businesses in the Camden County Unincorporated Area
- Annual Issuance of 38 Alcohol Licenses
- Issuance of Sign, Building, Electrical, Plumbing, HVAC, Temporary and Special Uses Permits for Residential, Commercial and Industrial construction

- LDA Coordination with the Local Issuing Authority for Erosion and Sedimentation Control
- Regulation and Coordination of Zoning and Future Land Use Determinations and Processing Applications for Map Amendments
- Issuance of Land Disturbance Activity Permit
- Flood Zone Determination

Camden County Planning & Development staffed by a Director, a Senior Planner, two Building Inspectors, a Permit and Licensing Clerk, and a Code Enforcement Officer position.

Camden County Planning Commission

Camden County Planning Commission is a five-member group appointed by the Board of County Commissioners.

City of Kingsland

The City of Kingsland Planning and Zoning Department is responsible for local government compliance with regulations on comprehensive planning (QLG Status), solid waste management planning, service delivery strategies, and a variety of state reporting requirements all of which have varying impacts on local eligibility for state funding and permitting programs.

The City of Kingsland Planning and Zoning Department is also responsible for:

- Planning, building and licensing information
- Administration
- Enforcement planning
- Zoning and subdivision code administration and enforcement
- Business license administration
- Geographic information systems (GIS)
- Code enforcement
- Street naming and addressing
- Flood insurance rate map information
- City cemetery plots

The City of Kingsland staffs a Planning Director, two building inspectors, two GIS technicians, one code enforcement position that remains vacant and one receptionist.

City of Kingsland Planning Commission

The Planning Commission consists of five members appointed by the Mayor and City Council.

City of Woodbine

The City of Woodbine Planning Department is responsible for local government compliance with regulations on comprehensive planning (QLG Status), solid waste management planning, service delivery strategies, and a variety of state reporting requirements all of which have varying impacts on local eligibility for state funding and permitting programs.

The City of Woodbine does not have a planning staff.

City of Woodbine Planning Commission

The City of Woodbine Planning Commission is a five member group appointed by the City Council.

City of St. Marys

The City of St. Marys Planning & Building Department is responsible for local government compliance with regulations on comprehensive planning (QLG Status), solid waste management planning, service delivery strategies, and a variety of state reporting requirements all of which have varying impacts on local eligibility for state funding and permitting programs.

The City of St. Marys is also responsible for administering and enforcing all codes as they pertain to the following:

- Site Plan Review
- Building permits for residential and commercial construction
- Building inspections
- Occupational tax licenses
- Sign regulations
- Floodplain development
- Comprehensive Planning
- Land Development Regulations
- City Codes
- Building Codes
- Property Maintenance Codes

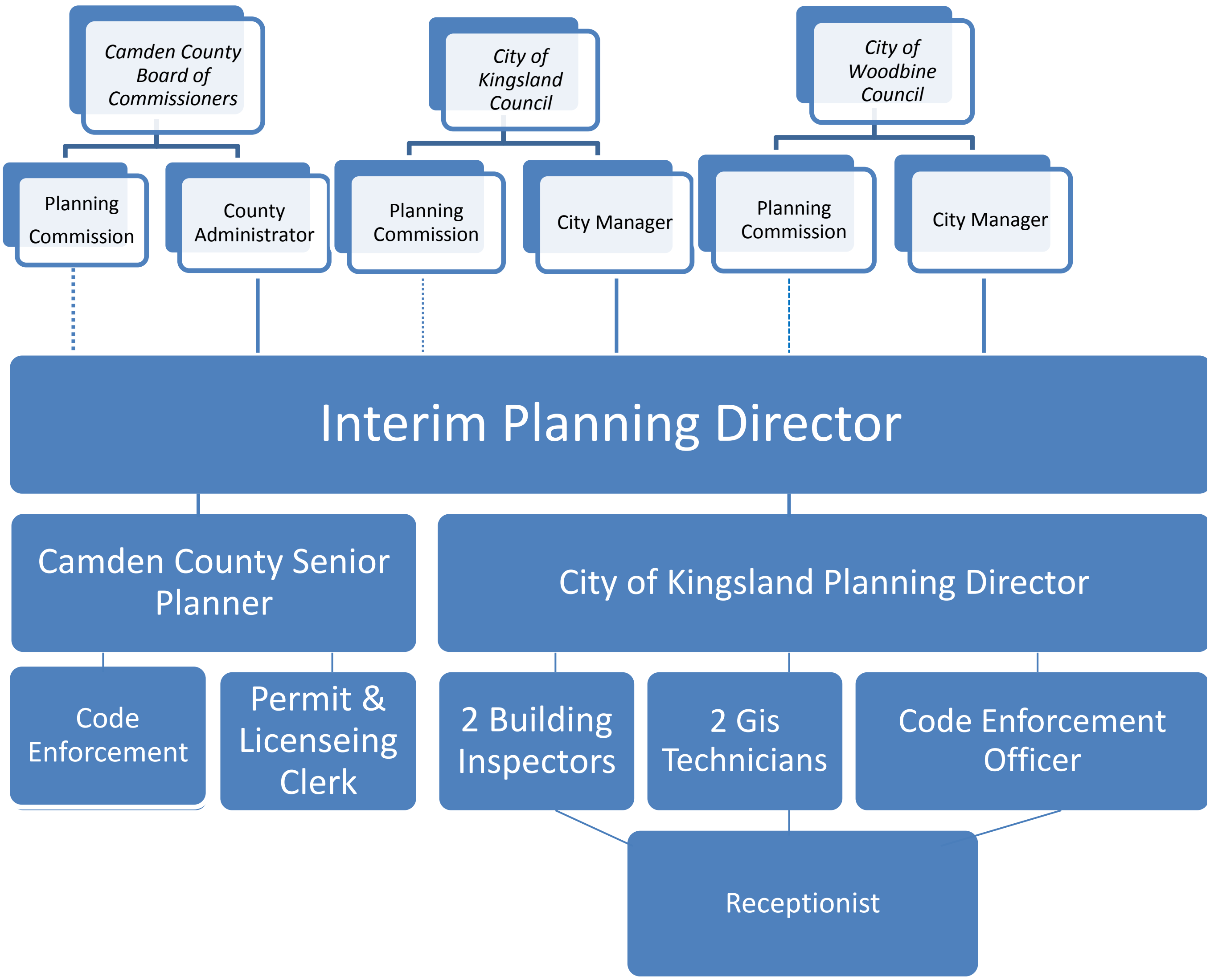
The City of St. Marys staffs a Planning Director, assistant planner, a code compliance officer and administrative assistant that is shared with the building department.

City of St. Marys Planning Commission

The City of St. Marys Planning Commission consists of five members appointed by the Mayor and City Council.

Co-Location Recommendation

In leading up to the a Camden Consolidated Planning Commission, the staffing and function of Camden County and the City of Kingsland is to be administered as follows:


Camden County Board of Commissioners
City of Kingsland Council
City of Woodbine Council
Planning Commission
County Administrator
Planning Commission
City Manager
Planning Commission
City Manager
Interim Planning Director
Camden County Senior Planner
City of Kingsland Planning Director
Code Enforcement
Permit & Licenseing Clerk
2 Building Inspectors
2 Gis Technicians
Code Enforcement Officer
Receptionist

Co-Location Analysis

Space Management

Changes in the organization size and mission are the most common times space needs are addressed. Reviewing space needs for collocation of the Planning & Development will further improve the effective and efficient use of space.

County Camden currently has about 3,342 square feet of office space available for Planning and Development. This includes office and support space such as conferencing, lounge and office service. Office service space includes areas for files, non-staffed waiting areas, copy machines, supply storage, etc.).

Initial considerations include the following:

- Location
- Staffing
- Management
- Type of furniture to be used
- Building security
- Square footage requirements
- Size and type of storage, file and other support areas needed
- Funding and responsibility for:
    - Moving costs
    - Communication moving and reinstallation
- Accessibility issues
- Fire and safety issues
- Parking requirements

According to the Department of the Interior Space Management Handbook, for space planning purposes, an appropriate benchmark is 200 usable square feet per person including all individual and shared space such as workstations, circulation, storage space and conference rooms. Other factors affecting space needs may be privacy and acoustic requirement, access to daylight and collaborative needs.

A circulation factor of 25 percent is required for all office space and is included in the 200 usable square feet utilization requirement. This circulation factor is a part of the utilization rate. The common area factor is not included in the circulation factor. Common area includes a share of building support/common areas such as lobbies, building corridors and floor services areas.

Conference rooms should be determined by multiplying the typical number of individuals that will use the room times 10 square feet per person. When employee break rooms are used they should be included as joint use space. Size of rooms for mail/copy and supply should be maintained at the minimum required to fulfill the organization's mission.

Phase II Consolidation Planning & Development Services

Administration & Government Affairs

When implemented properly, consolidation works to overcome jurisdictional boundaries and enables involved jurisdictions the ability to deal effectively with land use and development issues that span over all the jurisdictions. Jurisdictions can also approach planning and development through an updated unified comprehensive master plan with common policies, codes and regulations. A properly implemented consolidation may potentially eliminate redundancy in capital investments and personnel.

A comprehensive data analysis for each jurisdiction will be conducted to consider what the most efficient and effective level of public service is required to meet the communities' needs while matching appropriate levels of service against available fiscal resources.

The CRC will visit each department interview staff and leaders as part of this analysis and also meet with appointed planning commissioners to understand what is important to them, explore expectations, solicit suggestions, and address and incorporate the feedback in the full report.

The CRC will obtain work load data and administrative and operational documents from the two departments; understand the details of current structures in place, have a full view of staffing and services (computer systems, phones, facilities) and common functions.

The CRC will study the potential for increased service levels by exploring standardizing technology and the possibility of creating unique operating policies and procedures.

The CRC assumes that the local governments would enter into full agreements designed to effectively and efficiently serve the incorporated areas of Kingsland, Woodbine, the City of St. Marys and the unincorporated area of Camden County and join together operationally in planning areas administratively to deliver planning and development services.

The CRC will create the Code of Ordinances for a Camden Consolidated Planning Commission to succeed to the general powers, duties and responsibilities of the county and city planning commissions. The governing board shall consist of the following persons or their designees: chairperson of the Camden County Board of Commissioners; the mayor of the City of Kingsland; the mayor of the City of Woodbine; the mayor of the City of St. Marys and consist of XX members who shall be residents of Camden County and appointed by the governing boards to serve as members of the Commission. The governing board shall appoint no more than XX residents of any one municipality of the county.

Key Issues

- How planning and development should efficiently manage and use budgets to meet business needs?
- How planning and development should leverage services to improve service delivery?
- How planning and development should modernize GIS, information management and applications to improve operational efficiency and effectiveness?

- How planning and development should implement shared services to be successful?
- How planning and development should manage policy administration?
- How planning and development should move to unified planning?
- How planning and development should streamline utilization of resources?
- How planning and development should standardize procedures?

Master Plan Elements

A unified Master Plan represents the overall vision of Camden County and has two fundamental purposes. The first provides an essential legal basis for land use regulations such as zoning and subdivision control. Secondly, an updated master plan presents a unified and compelling vision derived from its citizens and establishes the specific actions necessary to fulfill that vision.

The 'Elements' provides a broad vision for Camden County's future and a comprehensive package of goals, policies and standards needed to carry out the vision.

These more detailed issues can be addressed by 'element' plans which deal with more specific functional and geographic areas of interest. The functional components include traditional elements such as:

- Environment
- Development
- Land Use
- Transportation
- Parks and Recreation
- Housing and Community Development among others

The detailed element plans are intended to be used together with the 'Elements' to guide the growth and redevelopment of the area. Even though these plans are often large in scope and detailed in nature, they all depend on the Elements to provide their direction and focus.

The Environment Element is to set a vison for the long-term environmental health and sustainability of the area and the natural resources and ecosystems on which it depends.

The Public Facilities Element serves as the long-term guide for the development of public facilities usually not addressed in other comprehensive plan elements. This plan focuses on important support facilities which form the foundation for public services that are critical so almost every aspect of public health, safety and welfare.

The Housing Element is the culmination of a process which attempts to identify in general terms what the residents of Camden County want. It describes what approaches would be suitable to meet neighborhoods needs and delineates appropriate initiatives.

The Transportation Element addresses the dependence on the transportation network and in addition to accommodating automobiles it incorporates the needs of pedestrians, bicyclists and transit users.

The Future Land Use Element guides the physical development of the county. It outlines general policies for the location of each of the area's primary land uses such as industry, offices, commercial space, parks, civic facilities and housing. One of the main purposes for directing the pattern of land development is to ensure that the area's resources are uses judiciously and efficiently.

Parks and Recreation Element addresses recreation needs and preserves outdoor resources to provide recreation opportunities. Recreation helps to achieve personal and community goals by improving our physical and mental health, enhancing environmental quality, adding to the quality of communities as habitat for people and leading to civic pride and social unity.

Geographic Information Systems (GIS)

Camden County and the cities that lie within the county are challenged with a unified operational picture of multi-application and decision support spatial information. While success through multi-agency staff cooperation data exchanges meets specific business demands, gaps exist were a unified operational spatial data is needed. The purpose of the Camden County GIS Enterprise proposal is to provide Camden County Governments' (Camden County, Kingsland, City of St. Mary's, and Woodbine) with centralized 24/7, real time access to the counties broad GIS datasets for staff and management workflows and provide consultation on a cost effective implementation strategy.

GIS Objectives

The objective is for the CRC to establish a Camden County GIS data repository with power editor desktop software access, desktop and work-flow access for non-editing users, field update applications for staff workflow needs and decision support applications for leadership and citizen review.

Overview Implementation

Phase I – Spatial Data Access –

I. Establish a centralized Camden County Database.
   a. Collect all relevant up to date spatial data from Camden County sources.
   b. Develop scripts to update data from its currently edited format to the new database source.
   c. Identify and document owners and managers of individual datasets
   d. Provide Camden County IT with the redundant data backup plan.

II. Publish Camden County data web services.
   a. Assessments of most needed multipurpose data will determine a publishing order. (Parcels, Zoning, Roads, Addresses, etc.)
   b. Develop agency/departmental web application access (Permission Based)

III. Assess Mobile application management of data.
   a. Identify workflows and business processes were mobile application editing can improve efficiency.
   b. Identify web and mobile application information that can aid leadership decision support.

Phase II - Multi-User Editing and Updates

I. Orient and train staff on the Multi-User Versioned editing environment.
   a. Provide staff with a model of Quality Assurance / Quality Control (QA/QC) practices for multi-editor environment datasets.
   b. Introduce a scalable multi-user QA/QC protocol
II. Identify and develop a scope of work for multi-user editing applications.
   a. Examples
      i. Stormwater Editor – System edits or EDP Inspection edits
      ii. Fire Hydrant Inspections
      iii. Code Enforcement
   b. Manage initial workflows and QA/QC process
   c. Identify data manager of multi-user process and migrate ownership.
III. Introduce desktop editing through cloud based geodata services/or application services. (Higher processing geometry edits through a web connection to a remote database or remote application usage of desktop services)
   a. Examine infrastructure for geodata editing capabilities
   b. Provide orientation and overview of geodata service editing
   c. Identify desktop editor

Phase III – Cloud based Desktop Editing

I. Utilize resource analysis from Phase II, Item III to determine ideal editing solution.
II. Migrate Desktop Editors to Cloud based system
III. Manage and Facilitate Database, Web Server and Desktop Editors in Camden GIS Cloud Enterprise environment.

ARTICLE XII

SIGNS

Section 120. *SIGNS*.

120.1 *Purpose and Intent.*

1) *In General*.

The regulation of, size, placement and certain features of signs is necessary to enable the public to locate goods, services and facilities in the City of Kingsland without difficulty and confusion, to improve the general attractiveness of the community, to take advantage of the beauty of the community's natural environment, and to protect property values therein. Signs are recognized as a development standard in keeping with other development standards such as uses permitted, building setbacks, minimum parking requirements, minimum lot size, minimum landscaping, maximum unit density, etc. It is, therefore, the intention of the City of Kingsland to establish regulations governing the display of signs which will:

a) Promote and protect the public health, safety, and general welfare.

b) Enhance the economy, business and industry of the City by promoting reasonable, orderly and effective display of signs.

c) Restrict signs and lights which increase visual clutter, or increase the probability of traffic accidents by obstructing vision or creating undue visual distraction.

d) Promote signs which are compatible with their surroundings in terms of zoning, existing land use and architectural characteristics.

120.1.1 *Intent.*

As these or any regulations can only establish the mechanical limits of signs and not enforce a level of visual quality in sign design, anyone planning a sign is strongly encouraged to consider:

1. The character of the proposed sign and the audience for which the sign is designed. The applicant is urged to think not only of the sign itself, but also the effects such a sign will have upon the character of the surrounding area.

2. The character of the sign structure, that is, the physical means of supporting the sign, and whether that structure could be made an integral part of the sign rather than a separate and frequently distracting element.

Before applying for a permit or erecting an exempted sign, anyone contemplating a sign is also encouraged to contact the Department of Community Planning and Development of the City of Kingsland and/or a private firm or individual engaged in sign/graphic design for advice or assistance in planning a sign.

120.1.2 *Jurisdiction*

This ordinance shall apply to all properties located within the corporate limits of Kingsland, Georgia. This ordinance shall not relate to the copy or message on athletic field scoreboards, official signs of any government, gravestones, commemorative plaques, or display of construction not defined herein as a sign.

120.1.3 *Applicability of Other Code Requirements*.

1) All signs and other advertising structures shall be constructed and/or maintained in strict conformity with the building and electrical codes adopted by the City of Kingsland.

2) If any provisions or requirements of this Ordinance are found to be in conflict with any other provision or requirement of this ordinance or of any other applicable governmental law, ordinance, resolution, rule, or other governmental regulation of any kind, the more restrictive rule or standard shall take precedence.

120.1.4 *Variances*.

Variances from the provisions of this ordinance may be requested. All such variances shall be considered and recommended by the Planning Commission in accordance with officially adopted procedures and standards contained in the City of Kingsland Zoning and Land Development Ordinance. Once considered and recommended by the Planning Commission, such variance shall go before the City Council for final approval. The granting of a variance shall not establish precedence in the consideration of any other variance request.

120.2 *Definitions.*

Words and phrases used in this ordinance shall have the meanings set forth in this section. Words and phrases not defined in this section but defined in the zoning ordinance (Zoning and Land Development Ordinance) of the City shall be given the meanings set forth in such ordinance. Principles for computing sign area and sign height are contained in this section. Words not defined herein shall be defined in accordance with Webster's Dictionary, latest edition.

A-FRAME SIGN: A sign which is normally in the shape of an "A" or some variation thereof and which is usually two-sided, and normally not permanently attached to the ground.

ABANDONED SIGN: A sign and/or sign structure which no longer correctly directs or exhorts any person, or advertises a bona fide business, lessor, owner, product, service or activity available on or off the premises where such sign and/or sign structure is located. Off-premise signs with content denoting availability of advertising space are not considered abandoned.

ADVERTISE: To inform; to notify; to announce; or attract public attention in order to arouse desire to purchase or invest.

ADVERTISING DEVICE: Any structure or device, situated upon or attached to real property, which is erected or intended for the purpose of advertising.

AIR AND GAS FILLED DEVICE: Any sign using, either wholly or in part, forced air or other gas as a means of supporting its structure, including but not limited to balloons, blimps, etc.

ANIMATED SIGN: A sign or display manifesting either kinetic or illusionary motion occasioned by natural, manual, mechanical, electrical, or other means. Animated signs include the following types:

(1) *Naturally energized:* A sign whose motion is activated by wind or other atmospheric impingement. Wind driven signs include flags, banners, pennants, streamers, metallic disks, or other similar devices designed to move in the wind.

(2) *Manually energized:* A sign whose motion is activated human or animal action.

(3) *Mechanically energized:* A sign manifesting a repetitious pre-programmed physical movement or rotation in either one or a series of planes activated by means of mechanically based drives.

(4) *Electrically energized:* Illuminated signs whose motion or visual impression of motion is activated primarily by electronic means. Electrically energized animated signs are of two types:

(a) *Flashing signs:* Illuminated signs exhibiting a preprogrammed repetitious cyclical interruption of illumination from one or more sources in which the duration of the period of illumination (on phase) is either the same as or less than the duration of the period of darkness (off phase), and in which the intensity of illumination varies from zero (off) to 100 percent (on) during the programmed cycle.

(b) *Movement signs:* Illuminated signs exhibiting the illusion of movement by means of a preprogrammed repetitious sequential switching action in which illuminated elements of the sign are turned on or off to visually simulate the impression of motion characteristic of chasing, running, blinking, oscillating, twinkling, scintillating, or expanding and contracting light patterns.

AREA OF SIGN (SIGN AREA)(COPY AREA): The area within a continuous perimeter enclosing the limits of writing, representation, emblem, or any figure of similar character together with any frame, other material, open space, or color forming an integral part of the display or used to differentiate such sign from the background against which it is placed. Back-to-back signs (double-faced signs), only one (1) display face shall be measured in computing sign area where the sign faces are parallel.

AWNINGS: See "Canopy".

BACK-TO-BACK SIGN: A sign constructed on a single set of supports with messages visible on any side, provided that double message boards are physically contiguous. Only one (1) display face shall be measured in computing sign area (see "area of sign above).

BALLOON: See "Air and Gas Filled Device" above.

BANNER/PENNANT: A temporary sign intended to be hung either with or without a frame, possessing characters, letters, illustrations or ornamentations applied to paper, plastic, or fabric of any kind, excluding flags, emblems, and insignia of political, professional, religious, educational or corporate organizations provided that such flags, emblems and insignia are displayed for non-commercial purposes.

BEACON: Any light with one or more beams directed into the atmosphere or directed at one or more points not on the same zone lot as the light source; also, any light with one or more beams that rotate or move.

BENCH SIGN: A sign located on any part of the surface of a bench or seat placed on or adjacent to a public right-of-way.

BUILDING MARKER: Any sign indicating the name of a building, the date and incidental information about its construction~~, and~~which is cut into a masonry surface or made of bronze or other permanent material.

BUILDING OFFICIAL: The Director of Community Planning and Development of the City of Kingsland, or his authorized representative.

BUILDING SIGN: Any sign attached to any part of a building, as contrasted to a free-standing sign.

CANOPY/MARQUEE: Any permanent roof-like structure, including awnings and marquees, projecting beyond a building or extending along and projecting beyond the wall of a building, generally designed and constructed to provide protection from the weather. (This is usually related to, but not limited to, being located over a sidewalk, or walkway, or vehicle access area.)

CANOPY/MARQUEE SIGN: Any sign painted on, attached to, or hung from a canopy/marquee.

CHANGEABLE COPY SIGN: A sign on which message copy is changed manually in the field, through the utilization of attachable letters, numbers, symbols and other similar characters or changeable pictorial panels.

COMMERCIAL MESSAGE: Any wording, logo, or other representation that directly or indirectly, names, advertises, or calls attention to a business, product service, or other commercial activity.

COMMERCIAL/OFFICE CENTER: A single parcel of land containing two (2) or more businesses or establishments, including all forms of retail, wholesale, and services.

CONSTRUCTION SIGN: An on-premise sign announcing the proposed or existing construction of a building or project. In all instances, this is a "temporary sign", to be removed immediately upon completion of the construction project. Also see "Project Sign" below.

COPY: The wording or graphics on a sign surface in either permanent or removable form.

DILAPIDATED SIGN: Any sign which is structurally unsound, has defective parts or is in need of painting or maintenance.

DIRECTIONAL SIGN: An unofficial or non-standard traffic control sign, containing no commercial message except logos, intended to direct or regulate the movement of traffic and/or pedestrians. This includes, but is not limited to, "enter", "exit", "drive through", and directional arrow signs. These signs may be freestanding or mounted on a building.

DIRECTORY SIGN: A sign which gives the name and/or occupation of the occupants of a building, or identifies the particular use of a building.

ERECT: To build, construct, attach, hang, place, suspend, paint or affix.

ESTABLISHMENT: A commercial, industrial, institutional, educations, office, business, or financial entity.

EXISTING SIGN: Any sign that was erected, mounted or displayed *prior to the adoption of this amendment to the Sign Regulations, as previously adopted.*

FACADE: The entire building wall, including main street wall face, and parapet, facial, windows, doors, canopy and roof on any complete elevation.

FIXED PROJECTING SIGN: A sign, other than a flat sign, which extends outward for more than six (6) inches from the facade of any building and is rigidly affixed thereto.

FLAG: Any fabric, banner, or bunting containing distinctive colors, patterns, or symbols, used as a symbol of a government, political subdivision, or other entity.

FLAT SIGN: A sign erected parallel to and extending not more than twelve inches (12") from the facade of any building to which it is attached and supported throughout its entire length by the facade of the building and not extend above the building.

FLASHING SIGN: See "Animated Sign" above.

FREE-STANDING SIGN: A sign which is supported by one or more columns, uprights, or braces in or upon the ground and is not attached to a building and is not mobile or temporary.

GOVERNMENTAL SIGNS: Any sign approved, authorized, erected and maintained by State or local governmental authorities. (Also see "Municipal Sign" below)

GROUND SIGN: A free-standing sign which has no air space between the signage copy area and the ground surface.

HEIGHT: The distance from the ground to the top of the sign as measured between the further-most points.

HISTORIC DISTRICT: Any local historic district designed by the City of Kingsland, including any National Register historic districts within the City limits.

HISTORIC SIGN: Any animated neon sign over thirty (30) years old, any existing barber pole or any other sign so designated by the City of Kingsland. Extensions, additions and embellishments are not considered part of a historic sign.

HOME OCCUPATION SIGNS: A wall sign for a legally existing home occupation on residential premises, containing no commercial message except advertising for services legally offered on the premises where the sign located, if allowed in the Home Occupation Ordinance of the City of Kingsland.

IDENTIFICATION SIGN: A sign depicting the name of a building and/or the address of an establishment on the premises where the sign is located. The name and/or address may be included as part of another signage type.

ILLEGAL SIGN or ILLEGALLY ERECTED SIGN: Any sign which is erected without a permit when a permit for the sign was otherwise required by this ordinance or previously adopted ordinance or code; or was permitted but which has not been properly erected in accordance with its permit application and approved sign permit; does not meet the requirements of this code and which has not received legal nonconforming status; a sign which has become hazardous or a nuisance to the public due to poor maintenance, dilapidation, or abandonment, and so declared by the Building Official.

ILLUMINATED SIGN: A sign designed to give forth artificial light directly or through transparent or translucent material from a source of light within such sign, including but not limited to, neon and exposed lamp signs.

INCIDENTAL SIGN: A general information sign that has a purpose secondary to the use of the parcel on which it is located. This includes but is not limited to credit cards accepted, official notice of services as required by law, trade affiliations, business hours, "telephone", "self-service", etc. These type signs are typically located on doors, windows, or building walls. No sign with a commercial message legible from a position off the parcel on which the sign is located shall be considered incidental.

LOT: See "Parcel" below.

MANSARD SIGN: Any sign attached to or erected within 12 inches of an actual or simulated mansard of a building, with the sign face parallel to the building surface. Since the sign is to be mounted parallel to and within the limits of the building, it is not deemed to be a roof sign.

MARQUEE: See "Canopy" above.

MOVING SIGN: See "Animated Sign" above.

MUNICIPAL SIGN: Any sign erected on city-owned property with the consent of the city building official.

NONCONFORMING SIGN : Either illegal (as defined above) or legal which is either:

(1) A sign which was erected legally but which does not comply with subsequently enacted sign restrictions and regulations; or

(2) A sign which does not conform to the sign code requirements but for which a special permit has been issued.

NON-PROFIT ACTIVITY: An activity, project, operation or enterprise of a temporary nature carried on by a corporation or an organization qualified as an exempt organization under applicable provisions of the Internal Revenue Code.

OFF-PREMISE SIGN: A sign which directs attention to a building, profession, product, service, activity, or entertainment not conducted, sold, or offered on the property upon which the sign is located.

OFFICE CENTER/COMMERCIAL: See "Commercial/Office Center" above.

ON-PREMISE SIGN: A sign which directs attention to a building, profession, product, service, activity, or entertainment conducted, sold, or offered on the property upon which the said sign is located.

PAINTED WALL SIGN: Any sign which is applied with paint or similar substance on the face of a wall.

PARAPET: A vertical false front or wall extension above the roof line.

PARCEL (LOT): Any piece, standard lot, or parcel of land, the boundaries of which have been established by a recorded legal instrument and recorded with the Clerk of Superior Court of Camden County, Georgia. A parcel may include more than one contiguously platted lot under common ownership which is identified as a single unit on official tax maps, and in such case the word "parcel" shall refer to that unit of land so identified.

PENNANT: See "Banner" above.

PERMANENT SIGN: A sign permanently affixed to a building or to the ground.

PERSON: An individual, or any association, company, corporation, firm, organization, or partnership, singular or plural, of any kind.

POLITICAL SIGN: A temporary sign used in connection with a local, state or national election or referendum. This includes but is not limited to urging voter support for or in opposition to a particular issue, political party or candidate for public office.

PORTABLE SIGN: A mobile/temporary sign supported by its own frame or trailer type frame, with or without wheels, which is designed to be transported from one place to the other and not permanently attached to the ground.

PREMISES: An area of land with its appurtenances and building which, because of its unity of use, may be regarded as the smallest conveyable unit of real estate.

PRINCIPAL BUILDING: The building in which is conducted the principal use of the parcel on which it is located. Parcels with multiple principal uses may have multiple principal buildings. However, storage buildings, garages, and other clearly accessory uses shall not be considered principal building.

PROJECT SIGN: Any sign erected and maintained on the premises temporarily while undergoing construction by an architect, contractor, developer, finance organization, subcontractor or materials vendor upon which property such individual is furnishing labor, services or material. Also see "Construction Sign" above.

PROJECTING SIGN: A sign which is attached to the building wall and which horizontally extends more than twelve (12) inches beyond the surface of such building or wall.

PUBLIC RIGHT-OF-WAY LINE: The line where the property meets the public right-of-way at a public street or public waterway, provided that this definition shall not include unimproved alleys, easements or other similar dedicated uses.

PUBLIC SERVICE SIGN: A sign designed to render a public service such as but not limited to "time and temperature" signs and "flashing news" signs.

PUBLIC WAY: Any street, highway, road, path or right-of-way, whether privately or publicly owned, which is designed, or used for vehicular or pedestrian traffic either by public right or custom, or by invitation of two (2) or more common owners.

REAL ESTATE SIGN: A temporary sign erected by the owner, or his agent, advertising the real property upon which the sign is located, including but not limited to "For Rent", "For Lease", "For Sale", "Open House", etc.

RESIDENTIAL DEVELOPMENT SIGN: A temporary sign bearing information about a subdivision or other residential development during the time its lots or homes are being offered for sale or lease.

RESIDENTIAL DISTRICT: Includes all land zoned R-1, R-2, R-3, R-4, MH and PUD.

REVOLVING SIGN: See "Animated Sign" above.

ROOF: The exterior upper covering of the top of a building.

ROOF SIGN: A sign that is mounted on the roof of a building or which is wholly dependent upon a building for support and projects above the roof of the building if the building has a flat roof, the eave line of a building with a gambrel, gable or hip roof, or the deck line of a building with a mansard roof.

ROOF SIGN, INTEGRAL: Any sign erected or constructed as an integral or essentially integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six (6) inches.

SETBACK: The distance required between the property line and any building,. structure, or sign, as measured along the shortest straight line between them.

SIDEWALK, SANDWICH OR A-FRAME SIGN: A sign which is normally in the shape of an "A" or some variation thereof and which is usually two-sided. These signs are normally not permanently attached to the ground.

SIGN: Any identification, description, illustration or device, illuminated or non-illuminated, which is visible to the general public and directs attention to a product, service, place, activity, person, institution, business or solicitation, including any permanently installed or situated merchandise; or any emblem, painting, flag, banner, pennant, balloon or placard designed to advertise, identify, or convey information.

SIGN NUMBER: For the purpose of determining the number of signs, a sign shall be construed to be a single display surface or device containing elements organized, related, and composed to form a single unit. In cases where material is displayed in a random or unconnected manner, or where there is reasonable doubt as to the intended relationship of such components, each component or element shall be considered to be a single sign. A projecting sign or free-standing sign with identical copy on both sides (faces) of the sign and both sign faces being less than 36 inches apart, shall be construed as a single sign.

SIGN CONSTRUCTION: Any construction used or designed to support a sign.

SNIPE SIGN: A sign of any material whatsoever that is attached in any way to a utility pole, tree, fence, rock, or any other similar object located on public or private property. Snipe signs shall not include “keep out”, “posted”, or “no trespassing” signs.

STREET: Any public or private right-of-way for vehicular traffic, excluding alleyways, parking lots and driveways.

STREET FRONTAGE: The width in linear feet of a lot or parcel where it abuts the right-of-way of any public street.

SUBDIVISION SIGN: A permanent free-standing sign or wall sign identifying an approved subdivision, neighborhood, or residential complex.

TEMPORARY SIGN: A sign which must be removed at either the expiration of a specific number of days or at the time a specific event occurs or within a specific time interval after a specific event occurs.

TRAFFIC CONTROL SIGN: A standard sign or electronic device (such as a traffic signal, stop sign, one-way, handicap, no parking, fire lane, etc.) for the purpose of directing or regulating traffic and/or pedestrians.

UNLAWFUL SIGN: See “Illegal Sign” above.

WALL FACE: A measurement of area equal to the height of the structure from the ground to the coping or eave of the roof multiplied by the width of the wall associated with the individual business. The wall face is to be measured for each wall independently.

WALL SIGN: A sign which is affixed or attached to an exterior wall of a building or structure, extending no more than 12" beyond the wall and which displays only one sign surface.

WINDOW SIGN: Any sign, excluding identification and incidental signs, placed inside or upon a window, containing a commercial message, and intended to be seen from the exterior.

120.3 *Permitting, Maintenance and Enforcement.*

120.3.1 *Permit Required*

Except as otherwise provided herein, it will be unlawful for any person or firm to, or cause to erect, enlarge, move, convert, or replace any sign in the City of Kingsland without first obtaining a sign permit from the Director of Community Planning and Development

A sign permit shall be required for a new business making any changes on an existing sign which has previously been permitted.

120.3.2 P*ermit not Required for Repairs, Maintenance*

A sign permit will not be required for the repair or maintenance of a conforming sign for which a permit has already been issued, provided the sign is not modified in any way different from its original condition, including changes to permanent sign copy. This section will not require a sign permit for changes to sign copy on any off-premise sign so long as the copy material is lightweight, and does not increase the size of the sign face. This section does not apply to a new business making any changes on an existing sign (see above).

120.3.3 *Application for Sign Permit*

All applications for sign permits shall be submitted on forms provided by the City to the Director of Community Planning and Development. The application shall set forth in writing a complete description of the sign and shall include but not be limited to the following information:

1. Name, address and telephone number of the sign owner.

2. Name, address and telephone number of the sign contractor or installer.

3. Name, address and telephone number of the owner of the lot or parcel on which the sign is located, if different from the above.

4. Street address and current zoning of the property location for the proposed sign.

5. Scale plan and elevation drawings of the proposed sign indicating all applicable dimensions, including the sign's relation to property lines, street rights-of-way, and other structures.

6. Construction drawings outlining the scope and structural details of the work to be done, including details of all connections, guy lines, supports, footings, and materials to be used.

7. Electrical permit, if applicable.

8. Written agreement to indemnify and hold the City harmless for all damages, demands or expenses of every type which may in any manner be caused by the sign or sign structure.

9. Landscaping plan for on-premises free-standing signs, when applicable.

120.3.4 *Fees*

Sign permit fees and will be due and payable prior to the issuance of the Sign Permit. Fees for Sign Permits are as follows:

Wall Signs - - - - - - - - - - - - - $50.00

Ground Signs - - - - - - - - - - - - - $75.00

Pylon Signs according to height:

20' to 50' - - - - - - - - - - $100.00

51' to 75' - - - - - - - - - - $135.00

76' to 100' - - - - - - - - - $175.00

101' and Over - - - - - - $250.00

120.3.5 *Permit Issuance and Duration*

The Director of Community Planning and Development will issue to any applicant, upon receipt of a completed application and accompanying material for a sign which meets the requirements of this ordinance, and upon payment of the required fee, a written sign permit evidencing compliance with all applicable codes and regulations. The written sign permit, or notification of denial, shall be made available to the applicant within five (5) working days from the date of application.

A permit for a permanent sign will expire and become null and void if construction of the sign has not begun within a period of three (3) months from the date of issuance, and completed within six (6) months from the date of issuance.

Issuance of a sign permit will in no way prevent the Director of Community Planning and Development from later declaring the sign to be nonconforming or unlawful if upon further review of available information, the sign is found not to comply with the requirements of this ordinance.

120.3.6 *Maintenance*

(1) *All signs shall be maintained as follows:*

(a) Signs shall be kept clean, neatly painted and maintained at all times so as not to be detrimental to public health and safety. This includes but is not limited to keeping the sign free from faulty wiring, loose fastenings, and sharp or otherwise dangerous protrusions.

(b) No trash or rubbish will be allowed to accumulate in the area around a sign and all weeds shall be kept out.

(2) *Removal of abandoned signs:*

Any abandoned sign(s) and/or sign structure(s) shall be removed by the property owner or sign owner prior to or within thirty (30) days after written notification from a designated official of the City. If the property owner or sign owner fails to comply within thirty (30) days after written notification, the City may cause the removal of the sign at the property owner's or sign owner's expense.

120.3.7 *Enforcement*.

1) This Ordinance shall be enforced as provided by the Code of Ordinances of the City of Kingsland, and each day of violation shall be regarded as a separate offense.

2) *Removal of Signs:* Any of the following signs shall be immediately removed upon notification from the Building Inspector or his authorized representative:

(a) A sign which is classified as unlawful under the terms of this ordinance.

(b) A sign which does not conform to the Standard Building Code.

3) *Revocation of Permit:* A sign permit shall be revoked if it is found not to be in compliance with this ordinance due to misinformation or significant error on the sign permit application.

4) *Impoundment of Signs*:

(a) The Director and his staff shall have the authority to remove all signs, without notice to the owners thereof, placed within any street or highway right-of-way, signs attached to trees, fencepost, telephone and utility poles, other natural features, or signs otherwise prohibited by this article, and to impound them for a period of ten (10) days.

(b) The owner of a sign impounded may recover same upon the payment of fifty dollars ($50.00) for each sign, prior to the expiration of the ten-day impoundment period; in the event it is not claimed within ten (10) days, the Director shall have the authority to dispose of such sign.

5) *Interpretation and Conflict:*

(a) Minimum Requirements: The standards and provisions of this article shall be interpreted as being the minimum requirements necessary to uphold the purposes of this article.

(b) Other City Requirements: Whenever this article imposes a higher standard than required by any other City ordinance or requirement, the provisions of this article shall govern. Whenever any other City ordinance or requirement imposes a higher standard than required by this article, the provisions of such City ordinance or requirement shall govern.

(c) Private Restrictions. Whenever this article imposes a higher standard than required by easements, covenants or agreements, the provisions of this article shall govern.

(d) Statutes. When the provisions of any applicable state or federal statute impose a higher standard than required by this article, the provisions of such statute shall govern.

120.4 *General Regulations*.

120.4.1 *Prohibited Signs*.

The following signs and advertising devices are prohibited within the City limits:

(1) Signs displaying any words, characters, or illustrations of an obscene, indecent or immoral nature as fined by the Code of Ordinances of the City of Kingsland, Georgia.

(2) Abandoned or dilapidated signs.

(3) Signs which advertise or encourage an illegal activity as defined by local, state or federal laws.

(4) Any sign on or towed behind a boat, raft, aircraft or helicopter.

(5) Permanent A-frame, sandwich type, sidewalk, or curb signs. Any such signs shall be removed nightly, shall not encroach on any handicap access, and shall be at least four (4) feet from any automobile travel path.

(6) Animated signs, including those that flash, blink, change image, or show any form of movement, excluding historic signs and those officially designated for public service except as permitted by section 120.9(5).

(7) Signs that resemble any official traffic control device or emergency vehicle markings.

(8) Signs which make use of the words “stop”, “look”, “danger”, or any word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse vehicular traffic.

(9) Unshielded illuminated devices that produce glare or create a hazard or nuisance to motorists or occupants of adjacent properties.

(10) Signs attached to or painted on vehicles of any type which are conspicuously parked in proximity to a right-of-way, and obviously parked in such a way as to advertise any business or service to motorists or pedestrians.

(11) No sign of any kind shall be erected or displayed in any salt marsh areas on any land subject to periodic inundation by tidal saltwater.

(12) Snipe signs.

(13) Roof signs or any non-freestanding sign which extends above the roof line of a building.

(14) Tethered balloons or other inflatable signs~~, except those commercially manufactured and~~ located in a commercial district other than the C-1, Central Business District for one week. Beyond a week, balloons must be permitted as temporary signs. One week limit is measured over 3-month period.

(15) Signs which emit visible smoke, vapor, particles, or odor.

(16) Signs with lighting or control mechanisms which cause radio, television, or other communications interference.

(17) Motion picture mechanisms used in such a manner as to permit or allow images to be visible from a public right-of-way or sidewalk.

(18) Except as otherwise provided no sign, whether temporary or permanent, except by a public agency, is permitted within any street or highway right-of-way.

(19) Signs painted on or attached to trees, fencepost, rocks or other natural features, telephone or utility poles or painted on the roofs of buildings visible from any public thoroughfare.

~~(20) Signs located on benches, waste containers, or other forms of street furniture.~~

~~(21)~~(20) Search lights and beacons.

~~(22)~~(21) Strings of lights, pennants, or other similar attention-getting devices.

120.4.2 *Exempt Signs*.

Except as otherwise provided, the following on-premise signs may be erected without securing a permit, provided that each is in accordance with the prescribed conditions and all other applicable codes and regulations:

(1) One (1) professional nameplate for each establishment. Each professional nameplate shall not exceed two (2) square feet in area.

(2) One (1) separate identification sign for each establishment when affixed to a building wall or window and limited to a maximum size of two (2) square feet. The purpose of the sign is to identify the establishment's street address, suite or unit number, etc.

(3) Informational bulletin boards for public, charitable, educational or religious institutions when located on the premises of said institution and affixed to a building wall. Bulletin boards may not exceed thirty-two (32) square feet in area and shall be located at least fifteen (15) feet from any property line when said institution is located in a residential district.

(4) Legal notices and official instruments.

(5) Flags, subject to the maximum area limitations of Table B or C, and the following provisions:

(a) Limited to official flags of the United States, Georgia, Camden County, City of Kingsland, or any other flag sanctioned by the City of Kingsland.

(b) Flag poles shall not exceed forty (40) feet in height (total length) and flags must be flown in accordance with the standard protocol.

(c) Government owned parcels are exempt from total flag area limitations.

(6) Decorative flags, banners, and bunting for city wide celebrations, conventions, and commemorations when specifically authorized by the City Council for a prescribed period of time.

(7) Holiday lights and decorations.

(8) One (1) "building marker" per building.

(9) Non-advertising directional signs or symbols (e.g., entrance, exit, caution, slow, or no trespassing) located on and pertaining to a parcel of private property not to exceed two (2) square feet in area.

(10) Identification signs at the entrance drive of residences, estates, farms, ranches and plantations which do not exceed two (2) square feet in area.

(11) One (1) non-illuminated real estate sign per street frontage, each containing a maximum of two (2) sign faces back to back, and provided as follows:

(a) Maximum sign area (per face) shall be limited to six (6) square feet in all residential districts, and twenty-four (24) square feet in all non-residential districts.

(b) Multiple listing strips, sale pending, and sold signs may be allowed when attached to a real estate sign and are subject to the same maximum area requirements.

(c) One (1) on-premise open house or open for inspection sign, not exceeding two (2) square feet in area, may be allowed in addition to the above area requirements. Similar off-premise signs for directional purposes may be allowed at street intersections on other private properties with the consent of the property owner. These signs may not be erected in a public right-of-way and they must be removed when the premises are no longer open for inspection.

(d) All real estate signs shall be removed when ownership or occupancy has changed and the property is no longer for sale, rent or lease.

(12) Signs for temporary garage sales, yard sales, and the like, located in residential districts and subject to the following provisions:

(a) A maximum of 5 signs may be used for notifying the public of temporary garage sales and yard sales.

(b) Each sign shall be no more than four (4) square feet, (24"x24") and each sign shall contain the following information:
  a. General statement of a 'Garage Sale' or 'Yard Sale'
  b. Location of the garage or yard sale
  c. Dates and time which the garage/yard sale shall be occurring

(c) Sign height is limited to three (3) feet from the ground to the highest point of the sign. Signs cannot be affixed to stop signs, street signs, utility poles, speed limit signs or any other object permanently existing in the City Right of Way (R-O-W).

(d) Signs must be placed in the ground utilizing a pole, stake, rods, etc.

(e) Signs may be placed in the City of Kingsland street R-O-W provided they are not obstructing the view of traffic from any direction and must be at least 1 foot from the curbing of the road.

(f) Garage sales, yard sales, and the like shall be limited to operating hours of 6:00 AM – 7:00 PM on any given day.

(g) All signs from said garage/yard sale shall be removed from the locations within 24 hours from the time of the end of the sale.

(h) Any violation of this section for temporary garage sales and yard sales shall be subject to a fine of $25.00.

(13) One (1) single-sided construction sign per street frontage located on property where building is actually in progress under a current building permit. This shall be a freestanding sign not to exceed ten (10) feet in height, twelve (12) square feet, in all residential districts, thirty-two (32) square feet in all non-residential districts, and shall be set back at least twenty (20) feet from all property lines. The sign may include the names of persons and firms performing services or labor, or supplying materials to the premises. Such sign must be removed before a Certificate of Occupancy for any building or structure on the premise is issued. Construction signs shall not be erected more than thirty (30) days prior to commencement of construction.

(14) Political signs provided as follows:

(a) The sign shall not be displayed earlier than sixty (60) days prior to the primary election, general election or referendum it concerns.

(b) The sign must be removed no later than seven (7) days following the date of the primary election, general election or referendum it concerns. The owner of the property on which the sign is located and the candidate will be responsible for removing the sign.

(c) The sign shall be located entirely on private property. Signs shall not be located, in whole or in part, on any public lands or public right-of-way and shall not be attached to any sign or utility pole, rock, or any form of vegetation.

(d) The number of signs displayed shall be restricted to one (1) single faced or one double faced sign per parcel per candidate for each property line facing a public road. If a property has more than 200 feet of frontage, one sign shall be allowed per 200 feet of frontage.

(e) Signs shall not exceed six (6) square feet in area in all residential districts and twenty-four (24) square feet in all non-residential districts.

(f) The Director of Community Planning and Development or designated representative shall, without notice, immediately remove or cause to be removed any and all political signs in violation of this section. The removal will be at the expense of the candidate and the owner of the property on which the sign is located.

(g) All political signs must also meet corresponding sign type regulations for the zoning district in which the sign is located.

(15) Window signs which advertise promotional activities, services, and goods or products available within the building. These signs shall still be subject to the maximum sign area limitations for window signs in Table B.

(16) Signs incorporated on machinery and equipment at the manufacturer's or distributor's level, and which only identify or advertise the product or service dispensed by the machine or equipment. This includes signs customarily affixed to vending machines, newspaper racks, telephone booths and gasoline pumps.

(17) One (1) directory sign per building, which contains no commercial messages of any kind, which is attached to the building wall and limited to a maximum of twenty-four (24) square feet.

(18) Traffic control signs erected on public or private property which meet Department of Transportation standards and contain no commercial message of any kind. Signs located on private property shall not exceed two (2) square feet.

(19) Works of art which do not contain a commercial message.

(20) Signs painted on or otherwise attached to motor vehicles which are not conspicuously parked in proximity to a right-of-way and obviously not parked in such a way as to advertise any business or service to motorists or pedestrians. This may include signs for realtors, delivery trucks, lawn service, etc.

(21) Non-advertising directional signs or symbols ("entrance", "exit", or "no trespassing" etc.) located on and pertaining to a parcel of private property, none to exceed four (4) square feet in area, or a directional sign for churches, provided that such sign shall not exceed four (4) square feet and shall be within one (1) mile of said church.

(22) Historical signs or markers.

(23) Municipal signs.

(24) One (1) civic club "Welcome to Kingsland" sign per state or Federal highway entrance to City provided it contains five (5) or more civic club logos of approximately the same size, has no commercial logo or message and has a sign area not exceeding fifty (50) feet. Design must be approved.

(25) Window signs that cover less than ten (10) percent of a window.

(26) Any information sign required by State or Federal law,

(27) Signs for companies providing services to posted property limited to a maximum size of three (3) square feet for a maximum of 30 days after which no sign is allowed for that provider for at least 60 days,

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(28) Signs for companies providing services to property limited to a maximum size of 1/3 square foot per sign placed within 5 feet of the primary dwelling, and limited to a maximum of five (5) signs (one per company and/or service)

120.5 *Location in General*.

(1) All signs shall be located on and over private property only, except those specifically permitted by this Ordinance.

(2) No sign shall be attached to any utility pole, fence, rock, tree or other form of vegetation, or any type traffic sign, sign post, signal or device.

(3) All signs shall be erected in such a manner as to not interfere with or obstruct

the view of any authorized traffic sign, signal or device.

(4) No sign shall be attached to or placed against a building in such a way as to prevent egress through any door or window required or designed for access to any building; nor shall any sign be attached to or obstruct a fire escape, or interfere with openings required for proper light or ventilation.

(5) All signs shall be located in such a way that they maintain horizontal and vertical clearance from all overhead utilities in accordance with National Electrical Code specifications. In no case shall any sign be installed within three (3) feet horizontally or vertically from an overhead utility line or utility guy wire.

120.6 *Permitted Signs by Type and Zoning District*.

See "Table A" - page 130

120.7 *Maximum Size and Number.*

(1) *Height*. Unless otherwise provided, no freestanding sign shall exceed 35 feet in height.

(2) *Number*. Freestanding on-premise signs shall be limited to ~~one~~one (~~1~~1) per parcel collector or arterial street frontage.

(3) *Sign Area, single-use parcels*. Except for the exempted signs listed in Table B, the maximum total area for all signs on each parcel shall not exceed the "Maximum Total Square Feet" listed in Table B. This includes both on-premise and off-premise signs. The maximum total area for all signs of each sign type (including the exempted signs listed in Table B) on each parcel shall be as indicated in Table B. Establishments which front or face more than one (1) collector or arterial street frontage shall be entitled to additional signage equal to one half that shown in Table B. Signage on neither street shall exceed that in Table B. If signage is established on the corner of the two (2) frontages, the signage allowance is one quarter more than shown in Table B, but only one freestanding sign structure shall be allowed.

See "Table B" - page 132

(4) *Commercial/Office Centers*. Building signs for each establishment shall be limited to the maximum sign areas listed in Table C. Establishments within the center which front or face more than one (1) street frontage shall not be entitled to additional sign square footage. Sign area allowances are non-transferable from one establishment to another.

See "Table C" - page 134

(5) *Large single-use and commercial/office center developments.* Developments exceeding 60,000 square feet shall have an additional freestanding signage allotment ten (10) percent for each additional 50,000 square feet of enclosed space. Individual stores exceeding 60,000 square feet within centers shall have an additional building sign allotment of ten (10) percent for each additional 50,000 square feet.

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TABLE A

PERMITTED SIGNS BY TYPE AND ZONING DISTRICT

SIGN TYPE ZONING DISTRICT:	All Residential	C-5	C-2	C-1
Freestanding Signs				
On-premise	Not Allowed	Sign Permit	Sign Permit	Not Allowed
Off-premise	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Building Signs (on-premise only)				
Building Marker (historical) *(See Note (a))*	Allowed w/o permit	Allowed w/o permit	Allowed w/o permit	Allowed w/o permit
Canopy	Not Allowed	Sign Permit	Sign Permit	Sign Permit
Identification *(See Note (b))*	Allowed w/o permit	Allowed w/o permit	Allowed w/o permit	Allowed w/o permit
Incidental *(See Note (c))*	Allowed w/o permit	Allowed w/o permit	Allowed w/o permit	Allowed w/o permit
Projecting	Not Allowed	Sign Permit	Sign Permit	Not Allowed
Home Occupation	Not Allowed			
Mansard	Not Allowed	Sign Permit	Sign Permit	Sign Permit
Under Canopy	Not Allowed	Sign Permit	Sign Permit	Not Allowed
Wall	Not Allowed	Sign Permit	Sign Permit	Sign Permit
Window	Not Allowed	Sign Permit	Sign Permit	Sign Permit

.Table A continued on next page..

TABLE A - Continued

PERMITTED SIGNS BY TYPE AND ZONING DISTRICT

SIGN TYPE	ZONING DISTRICT:	All Residential	C-5	C-2	C-1
Miscellaneous Signs					
Directional -		Not Allowed	Sign Permit	Sign Permit	Sign Permit
Banners *(see Note (e)*- - - - - - - - - - - - - -		Allowed w/o permit	Sign Permit	Sign Permit	Sign Permit
Flags *(see Note (f))*- - - - - - - - - - - - - - - -		Allowed w/o permit	Allowed w/o permit	Allowed w/o permit	Allowed w/o permit
Portable *(See Note (g))*- - - - - - - - - - - - -		Not Allowed	Sign Permit	Sign Permit	Not Allowed
Subdivision -		Sign Permit	Not Allowed	Not Allowed	Sign Permit

Please see page 135 for Note (a), (b), etc.

TABLE B

MAXIMUM SIGN AREA (SQUARE FEET) BY SIGN TYPE AND ZONING DISTRICT

SINGLE USES

SIGN TYPE	ZONING DISTRICT: All Residential	C-5	C-2	C-1
Freestanding Signs				
On-premise -		50	125	
Off-premise				
Building and Miscellaneous Signs				
Directional *(See Note (I))*- - - - - - - - - - - - - - - -				
Wall, Canopy, Mansard, Projecting (combined)		*	*	*
Home Occupation -				
Under Canopy *(See Note (j)* - - - - - - - - - - - - - -		6	6	
Window (which require a permit) - - - - - - - - -		+	+	+
Portable -		32	32	
MAXIMUM TOTAL SQUARE FEET, (For all of the above) - - - - - - - - - - - - - -		100	225	62
Signs exempt from above totals:				
Building Marker (historical) - - - - - - - - - - - - - -	4	4	4	4
Flags -	60	60	60	60

..Table B continued on next page..

TABLE B - Continued

MAXIMUM SIGN AREA (SQUARE FEET) BY SIGN TYPE AND ZONING DISTRICT

SINGLE USES

SIGN TYPE	ZONING DISTRICT:	All Residential	C-5	C-2	C-1
Identification -		2	2	2	2
Incidental -		2	2	2 *(See Note (k)*	2
Subdivision *(See Note (h))*- - - - - - - - - - - - - - - -		24	24	24	

KEY

* = For each building side, the greater of either (a) or (b) below:

(1) Fifty (50) square feet

(2) One (1) square foot per two linear feet of building frontage, not to exceed 250 square feet.

+ = Window signs requiring a sign permit are subject to the "Maximum Total Square Feet" requirement for each parcel. All window signs combined (permitted and exempt) shall not exceed 30% of total window surface or 100 square feet, whichever is less.

Please see Page 135 for Note (a), (b), etc.

TABLE C

MAXIMUM SIGN AREA (SQUARE FEET) BY SIGN TYPE AND ZONING DISTRICT

COMMERCIAL/OFFICE CENTERS

SIGN TYPE / ZONING DISTRICT:	C-1	C-2	C-5
Sign for Entire Commercial Center			
Freestanding Directional *(See Note (I))*		125	75
Building Signs (for each establishment)			
Wall, Canopy, Mansard (combined)	12	*	*
Window	+	+	+
Under Canopy *(See Note(l))*		8	6
Maximum Total Square Feet (Per establishment for all above building signs)	12	183	100
Signs Exempt from above totals:			
Building Marker	4	4	4
Flags *(See Note (f))*	60	60	60
Identification *(See Note (m))*	2	2	2
Incidental *(See Note (m))*	2	2	2

..Table C continued on next page..

KEY TO TABLE C

* = For each store/unit front, the greater of either (a) or (b):

(a) Fifty (50) square feet.

(b) One (1) square foot per two (2) linear feet of unit frontage, not to exceed 250 square feet

+ = Window signs requiring a sign permit are subject to the "Maximum Total Square Feet" requirements

for each establishment. All window signs combined (permitted and exempt) shall not exceed 30% of

total window surface or 100 square feet, whichever is less.

Please see page 135 for Note (a), (b), etc.

NOTES TO TABLES A, B AND C:

(a) May include only building name, date of construction or historical data on historic site.

(b) Only name of building and/or address of establishment allowed on sign.

(c) No commercial message of any kind allowed which is legible from any location off the parcel on which the sign is located.

(d) No commercial message allowed except advertising for services legally offered on the premises where the sign is located.

(e) Subject to special regulations for banners as described in this Ordinance.

(f) Limited to flags of the United States, Georgia, Camden County, City of Kingsland, or any other flag sanctioned by the City of Kingsland.

(g) Subject to special regulations for portable signs as described in this Ordinance.

(h) Overall height shall be limited to a maximum of eight (8) feet.

(i) These signs may be freestanding or mounted on a building or wall, and there may be more than one sign per parcel. Each sign shall be limited to a maximum of three (3) square feet. If freestanding, the sign shall be limited to a maximum of 2 ½ feet high.

(j) Maximum of one (1) under canopy sign per building entrance.

(k) Gasoline stations shall be allowed up to four (4) square feet.

(l) Maximum of one (1) under canopy sign per street frontage, per establishment.

(m) For each establishment.

(n) Plus five (5) square feet per tenant when tenant identification panels are included. The sign shall be limited to a maximum height of eight (8) feet and in no case shall the total sign area exceed fifty (50) square feet.

(5) *Sign Area Height Computations*. The following principles shall control the computation of sign area and sign height:

(a) *Area of Single-faced Signs:* The area shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing, representation, emblem or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing, or decorative fence or wall when such fence or wall otherwise meets zoning ordinance regulations and is clearly incidental to the display shelf.

(b) *Area of Multifaced Signs:* The area shall be computed by adding together the area of all individual sign faces visible from any one point. When two identical sign faces are placed back-to-back, so that both faces cannot be viewed from any point at the same time, and when such sign faces are part of the same sign structure and are not more than thirty-six (36) inches apart, the two faces shall be considered one sign and the sign area shall be computed by the measurement of one of the faces.

(c) *Height:* The height of a freestanding shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign or sign structure, whichever is higher. Normal grade shall be construed to be the lower of (1) existing grade prior to construction, or (2) the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of locating the sign. In cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the grade of land at the principal entrance to the principal structure on the lot, whichever is lower.

120.8 *Sign Setbacks*:

(1) Unless otherwise provided, no freestanding or portable sign at its nearest point shall be closer than ten (10) feet (~~vertical~~perpendicular line ground distance) from a street right-of-way line or property line. This setback will provide for future bicycle paths or sidewalks.

(2) All freestanding signs containing copy area between a height of three (3) feet and nine (9) feet above ground shall be located a minimum of twenty (20) feet from the intersection of two street right-of-way lines, or the intersection of a street right-of-way line with a driveway pavement edge. Sign supports in excess of two (2) feet in diameter or which cumulatively provides less than 70% visibility, shall be subject to this same setback requirement.

120.9 *Special Signage Types:*

(1) *Portable Signs:* In addition to all permitting procedures and other applicable regulations of this Ordinance, all existing and future portable signs shall comply with all of the following:

(a) Portable signs shall be limited to one per parcel and shall only be used in lieu of a permanent freestanding sign for a period not to exceed one (1) month from the date of permit issuance, or until the permanent sign is installed, whichever comes first.

(b) Portable signs shall not be erected or placed in a required parking space and must be securely tied down in accordance with the Standard Building Code.

(c) All existing portable signs shall be removed within one (1) month from the effective date of this Ordinance.

(d) If lighted, portable signs shall be internally lit, and:

Must have UL Label, or equivalent;

Electrical service must be provided from a building in accordance with all applicable electrical codes and shall be approved by the Building Official; and

Portable signs may NOT flash or blink.

(2) *Banners:* Banners not exceeding a cumulative total of 100 square feet may be permitted on private property for a period not to exceed thirty (30) days. After the banner approval period has expired, an individual establishment may not request approval of another banner for at least three (3) months. Banners must be attached to the building structure and shall not be freestanding.

(3) *Menu Signs at Drive-through Restaurants:* One (1) sign per drive-through traffic lane may be used to display menus for restaurant drive-through windows. Each sign shall not exceed thirty-two (32) square feet in area, eight (8) feet in height, and if illuminated, the sign must be internally lit.

(4) *Subdivision Signs:* Subdivision signs and any accompanying landscaping shall not be located in a public right-of-way.

(5) *Animated Signs:*
(a) Mechanically energized signs are allowed only in the C-4 zone subject to all other sign controls.
(b) Electrically energized movement signs are allowed in the C-2 and C-4 zones subject to all other sign controls and subject to the following

conditions:

1. The animated portion of the sign will be automatically controlled by an integral light sensitive detector that will lower luminosity to not more than 0.3 foot candles (over ambient levels) as measured using a foot candle meter at a distance of 100 feet.
2. A copy of the sign manufacturer's specifications for the luminosity will be attached to the sign application.
3. Flashing will not be activated.

120.10 *Landscaping*

All permanent on-premise freestanding signs shall have a landscaped area at the base of the sign which is a minimum of three (3) feet wide on each side, and at least the length of the sign. The landscaping shall consist of a dense vegetative ground cover or a minimum one (1) shrub per three (3) linear feet of landscaped area on each side of the sign. Landscaped areas containing shrubs greater than three (3) feet high shall be located a minimum of twenty (20) feet from the intersection of two street right-of-way lines, or intersection of a street right-of-way line with a driveway pavement edge. Landscaped areas shall be maintained in good condition at all times. Off-premise signs shall be ex~~c~~empt from landscaping requirements.

120.11 *Off-Premise Advertising*

Unless otherwise provided, off-premise signs shall be subject to all of the following requirements in addition to all other applicable requirements of this Ordinance. Where these are in conflict, the following requirements shall apply:

(1) Off-premise advertising shall be limited to freestanding signs and shall only be allowed in the C-4 (Commercial Interchange) District.

(2) Setbacks shall be a minimum twenty (20) feet (~~vertical~~ perpendicular line ground distance) from street right-of-way lines and ten (10) feet from side or rear property lines.

(3) All off-premise signs shall be located a minimum of 1,250 feet measured as a radius from any other off-premise sign, regardless of location.

(4) Structural elements of off-premise signs which contain no sign copy, including rear sides of billboards, shall be uniform in color.

120.12 *Non-Conforming Signs*

(1) *Repairs and Maintenance*: Any legal non-conforming sign may be repaired or restored to its original condition, subject to the following:

a. The cost of repairs or the restoration does not cumulatively exceed

50% of its total replacement cost. Accumulation shall begin with the effective date of this Ordinance.

b. The repairs or restoration do not involve any change from its original permanent copy.

c. The repairs or restoration remain subject to all other applicable regulations.

(2) *Compliance for Single Use Parcels*: All legal non-conforming on-premise signs located on a single use parcel shall be removed or altered to conform with all existing sign regulations upon any of the following:

a. The issuance of a sign permit for any new additional sign, or changes to an existing sign which result in an increase to the sign's total copy area.

b. The issuance of a sign permit for changes in permanent sign copy to an existing on-premise sign, which exceeds the 50% cumulative total of sign areas for all legally existing on-premise signs normally requiring a permit under this Ordinance. Accumulation shall begin with the effective date of this Ordinance.

(3) *Compliance for Commercial/Office Center:* Legal non-conforming signs located in commercial/office centers shall be removed or altered to conform with all existing sign regulations in the event the following occur:

a. For non-conforming freestanding signs, the issuance of a sign permit for a new freestanding sign.

b. For non-conforming building signs for a particular establishment, the issuance of any sign permit for that particular establishment, excluding repairs and maintenance.

120.13 *Special District Regulations*.

120.13.1 *HISTORIC DISTRICT - removed*

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~~Off-premise and portable signs are prohibited in historic districts. On-premise signs located or maintained within the city's designated historic districts shall comply with the following regulations in addition to other requirements of this Ordinance. Where these regulations conflict with other regulations of this Ordinance, the most restrictive shall take precedence.~~

~~1. *Certificate of Appropriateness*. All signs otherwise requiring a sign permit shall also require a Certificate of Appropriateness from the Design Review Board in accordance with the provisions of the Design Review Guidelines. They are subject~~

~~to all criteria for issuance of the certificate and the following provisions for the below listed sign types. Where these are in conflict, the criteria for issuance of the certificate shall take precedence.~~

~~a. *Wall Signs*. One (1) wall sign shall be permitted along the primary side (designated main entrance) of a building and shall be limited to a maximum size of one (1) square foot per two (2) linear feet of building frontage, not to exceed 125 square feet. Wall signs on secondary street frontages shall be permitted and shall be limited to the same maximum size ratio, not to exceed 60 square feet.~~

~~b. *Canopy Signs*. One (1) canopy sign shall be permitted along the primary side (designated main entrance) of a building and shall be limited to a maximum size of 12 square feet.~~

~~2. *Approval of Design Review Board*. All signs located within historic districts shall require review and approval by the Historic Preservation Commission prior to issuance of a sign permit. In addition to the other requirements for a Certificate of Appropriateness, the following information shall be submitted to the Design Review Board:~~

~~a. Name, address, and telephone number of both the sign owner and the sign builder or erector.~~

~~b. Sketch showing the layout, colors and dimensions of the proposed sign.~~

120.13.2 *C-4 (INTERCHANGE COMMERCIAL) DISTRICT*

The following signs only shall be permitted in the C-4 District.

(1) *Permitted Sign Types*:

a. Non-projecting wall signs and roof signs.

b. Ground signs including any independently supported sign structure not otherwise classified herein.

c. Outdoor Advertising Signs (Billboard) as herein restricted.

(2) *Number, Size, Location, and Height Restrictions:*

Signs on walls of building (including signs attached flat against walls, painted wall signs, and project signs as herein provided) shall meet the following requirements:

a. *Wall Signs:*

Wall signs on front surface of buildings: The total sign face area shall not exceed 25% of the total building frontage area.

Wall signs attached flat against a wall may extend not more than 24 inches from a corner. Signs attached at an angle may extend outward from the wall not more than 5 feet.

b. *Roof Signs:*

Not more than one (1) roof sign structure may be erected on the roof of any one building. No roof sign may extend more than 25 feet from the elevation of the roof.

Roof signs shall have a total sign face area not to exceed that provided for wall signs in sub-paragraph a above.

c. *Ground Signs:*

(i) Non-illuminated Construction Signs and Temporary Subdivision Signs are restricted to 40 square feet in area and to 20 feet in height.

(ii) Construction Signs displaying name of building, contractor, architects, engineers, owners, finance agencies, developers, etc., are permitted but must be removed from site within 30 days of project completion.

(iii) Temporary Subdivision Signs announcing a land subdivision development are permitted if located on premises of land being subdivided. Such sign shall not be spaced less than 300 feet apart and shall be removed when 75% of the lots are conveyed.

(iv) Private Directional Signs indicating the location and direction of premises available, but not erected on such premises and having inscribed thereon the name of owner, developer, building or agent, are permitted provided:

The size of such sign is not in excess of 6 square feet and not exceeding 4 feet in length.

Not more than one such sign is erected on each 1,250 feet of right of way frontage.

The height of such sign is not in excess of 6 feet.

Proof of Permission from owner of location (if applicable).

(v) For Ground Signs 20 feet or less in height, the sign area is not to exceed 40 square feet for each sign face nor a total aggregate surface area of 80 square feet. If there are visibility obstructions, this allocation can be raised up to 39 feet in height.

(vi) One Ground Sign between 21 feet and 150 feet shall be permitted per principal use and not to exceed the areas as tabulated below:

Between 21 feet and 39 in height shall not exceed a total aggregate sign face area of 100 square feet.

Between 40 feet and 150 feet in height shall not exceed a total aggregate sign face area of 500 square feet.

Note: Back-to-back/double faced signs shall compute square footage by measuring one side of the display face only.

d. *Illuminated Signs*.

Illuminated devices shall be so placed and so shielded that light from the sign itself will not be directly cast into any residential district, sleeping rooms in any district or the eyes of a vehicle driver.

120.14 *OUTDOOR ADVERTISING SIGNS*

(1) *Outdoor Advertising Signs (Billboards - I-95 Only)*

a. This Ordinance shall apply to all outdoor advertising signs abutting or visible from Interstate 95 right-of-way in the City of Kingsland, Georgia.

b. No sign shall be erected or maintained unless it is in compliance with the regulations of this Ordinance.

c. Signs must be constructed of durable materials, maintained in good condition, and not permitted to become dilapidated.

d. All signs located on sites abutting or visible from Interstate 95 right-of-way shall conform with Official Georgia Code Annotated, Section 32-6-70 seq. (*The Georgia Outdoor Advertising*) and shall meet all Federal and State requirements necessary to obtain a permit under said code.

e. Any sign which advertises an activity, business, product or service which has ceased operation or production shall be removed within six (6) months of the discontinuance of said activity.

(1) Outdoor Advertising Signs shall meet the following requirements (I-95 only):

a. *Maximum Size*. The maximum size of the sign shall be 600 square feet and the maximum outside measurements of all such signs shall be thirty(30) feet in height and fifty (50) feet in length, with or without trim.

b. *Minimum Size*. The minimum size of the sign shall be 500 square feet.

c. *Illumination*. All illuminated signs shall be use base mounted fluorescent or mercury vapor lights and shall be activated by photo-electric cells. Additional lighting, including but not limited to neon, animation and running lights, is prohibited except for internal lighted and LED displays that comply with Georgia DOT regulations.

d. *Height above Interstate Grade*. All signs shall be a minimum of ten (10) feet above adjacent interstate pavement measuring from the lower portion of the sign face. Signs shall not exceed seventy (70) feet in height. Two signs in the same location (back-to-back) of "V" formation shall be the same height above the interstate's surface.

e. *Extrusions Prohibited*. Extrusions beyond the face of the sign, excluding aprons, are prohibited.

f. *Number of Signs per Location*. Only one sign shall be allowed to face the same direction per location. This allows back-to-back or "V" formation signs but prohibits two signs (side-by-side) facing the same direction.

g. *Spacing*. Sign locations shall be no less than five hundred (500) feet apart measuring from the two closest points.

h. *Sign Structures*. The support column of the outdoor advertising structure must be located at a minimum of twenty-five (25) feet from any property right-of-way line. The sign face must be located a minimum of ten (10) feet from any property right-of-way line.

i. Allow three (3) outdoor advertising signs per quadrant of an interchange adjacent to the Interstate Highway. These signs must be within a commercial or industrially zoned area as specified in State Law and are restricted to an area 1,200 feet long beginning 500 feet from the point where the pavement widens on the main traveled way to accommodate the longest entrance or exit ramp.

j. *Marsh and historic area locations prohibited*. No sign shall be placed in or obstruct the view of a marshlands area or an area of designated historic interest.

k. *Advertisement Limitations*. Outdoor advertising shall be limited to the following:

Travel Service facilities, including lodging, gas, food and camping.

Areas of scenic beauty.

Public attractions, including historic, natural, scientific or recreational amenities; and

Any combination of the above listed facilities. Further, the content of all advertising shall be directional in nature.

l. On premise signs located within 100 feet of a regularly used part of the activity being advertised and located on the same property and for sale or for lease signs located on the property being advertised would not be prohibited.

m. Any legally erected existing sign which would become non-conforming as a result of this Ordinance would be allowed to remain, provided that the sign owner meets the requirements of State Laws and rules and regulations governing non-conforming signs.

n. Nothing contained in this is intended or should be interpreted to request the removal of any existing legally erected sign.

o. If a legally placed outdoor advertising structure is subjected to more than fifty (50) percent destruction, it may be replaced as long as the face area complies with the 600 square foot sign area.

120.15 F*or Outdoor Advertising within all Districts where such signs are a permitted use*. These following general requirements shall be met, unless restricted by a district requirement previously specified:

1. The support column for outdoor advertising signs shall be set back a minimum of twenty-five (25) feet and a sign face shall be set back a minimum of ten (10) feet from the established right-of-way lines of streets or other transportation or utility right-of-way.

2. No outdoor advertising sign shall be located within 750 feet of another such sign as measured between the two closest points.

3. Maximum sign area shall not exceed 300 square feet facing in any one direction.

4. Maximum height shall not exceed 40 feet above adjacent street grade.

5. No outdoor advertising shall be located within 500 feet of the property line of public schools, cemeteries, public parks, playgrounds or recreation areas, scenic areas or public buildings used primarily as places of public assembly. With respect to public schools, the 500 foot distance shall be measured from the school building or parking area, but in no event shall the sign be located nearer then 200 feet of the property line of the public school.

6. No outdoor advertising structure shall be located within 100 feet of any property line of residential district on the same right of way.

7. No outdoor advertising structure shall be located within 100 feet of any property line of a residential structure used for residential purposes, except an outdoor advertising sign may be located nearer than 100 feet to a residential structure with written consent of the property owner.

8. Any legally erected existing sign which would become non-conforming as a result of this Ordinance would be allowed to remain, provided that the sign owner meets the requirements of State Laws, Rules and Regulations governing non-conforming signs.

9. Nothing contained in this is intended or should be interpreted to request the removal of any existing legally erected sign.

10. If a legally placed outdoor advertising structure is subjected to more than fifty (50) percent destruction, it may be replaced as long as the face area complies with the 300 square foot sign area.

11. If a non-conforming sign West of Interstate 95 on State Route 40 is subjected to fifty (50) percent destruction, it shall not be replaced. If a conforming sign located within the same area is subjected to more than fifty (50) percent destruction, it may be replaced with the sign area not to exceed 300 square feet.

120.16 *Application Requirements for Outdoor Advertising Signs*.

(1) The Director of Community Planning and Development will issue permits for signs meeting the size, height and spacing requirements of this section. Variances shall not be granted for outdoor advertising signs.

(2) Application for construction or erections of outdoor advertising signs shall contain the following information:

a. Name, address and telephone number of sign erector and the sign owner.

b. A sketch showing the dimensions of the proposed outdoor advertising sign and the position of the sign in relation to nearby buildings or structures and the nearby streets, along with a photograph of the proposed sign location.

c. Plans and specifications and structural details of construction on the ground shall be furnished. A single submission may be permitted for standardized signs. All signs must conform to the standards of the Standard Building Code and other codes that may be applicable.

d. Any electrical permit required for electrical hook-up for sign must be obtained.

e. A permit fee shall be due with each application for a permit. Permit shall be valid for 60 days. If construction or installation is not under way within 60 days of issue, the permit shall be void and the fee forfeited. If such application must also receive State Department of Transportation permit, said 60 day period shall begin from the date of said D.O.T. permit issue.

f. Permits for outdoor advertising signs will not be issued for any areas within the City Limits of Kingsland along Kings Bay Road.

Section~~121~~65. ~~*COLERAIN ROAD*~~*LAUREL ISLAND PARKWAY OVERLAY DISTRICT*

The ~~*Colerain Road*~~ *Laurel Island Parkway Overlay District* is hereby established. The purpose of establishing this overlay district is to protect the aesthetic and visual character of lands in the City of Kingsland adjacent to the herein delineated major existing and proposed roads. All development proposed within this District shall be subject to the procedures, standards, and guidelines specified in the following sections, in addition to those standards pertaining to the particular base zoning district in which the development occurs. In particular, the purpose of the ~~Colerain Road~~Laurel Island Parkway Overlay District is to encourage and better articulate positive visual experiences along the City's major existing and proposed highways, as delineated herein, and to provide for the continued safe and efficient utilization of these roadways. This will be accomplished through evaluation of proposed developments within this overlay district by the Planning Commission (PC), which shall review the location, character and appearance of new developments in a positive manner. It is the purpose of such review to determine, in a cooperative fashion with the applicant, whether the proposed plan meets the guidelines and other standards of this overlay district.

~~121.1~~ 65.1 *Delineation of ~~Road~~ Parkway Overlay District*.

The ~~Colerain Road~~ Laurel Island Parkway Overlay District shall include all lands within 500 feet of each side of the center line of the following road rights-of-way:

~~Colerain Road~~Laurel Island Parkway ~~–~~from Coleraine Road~~U.S. Highway 17~~ to County Road 78~~,~~ but not including any C-4 zoned property within 1,000 feet of an I-95 ramp.

The approximate boundary of this overlay district shall be shown on the Official Zoning Map and shall be shown as a surveyed line by the applicant on each property subject to PC review.

~~121~~65.2 *Affected Development/ Review by the Planning Commission*

All development plan applications for development located in the ~~Colerain Road~~ Laurel Island Parkway Overlay District shall be reviewed by the Planning Commission. This includes all proposed commercial, residential, recreational or other type development. All changes subject to approval by the Commission shall receive such approval before proceeding. The Commission may also review preliminary development plans or design development drawings at the request of the Mayor and City Council or the applicant so that major redesign or final plan by the applicant shall not be necessary.

~~121~~65.3 *Development Activity Permitted Within the District*

1) There shall be no alteration of the existing condition of the lands, uses or structures within the ~~Colerain Road~~ Laurel Island Parkway Overlay District from the date of enactment of this section henceforth except as provided for by this section or by other sections of this Ordinance.

~~2) *Protection of Trees*. All portions of Section 140 (Landscaping) of the Kingsland Land Development Ordinance shall apply to all applicable development within the Colerain Road Overlay District.~~

~~121.4~~ 65.4 *Minimum Visual Buffer Standards*

1) Retention of and/or creation of a Minimum Visual Buffer along the Corridor right-of-way:

(a) Each approved application for development shall provide a minimum visual buffer between the right-of-way line of the subject roadway and all proposed structures and parking areas. The purpose of the Minimum Visual Buffer is to soften the appearance of structures and parking lots from the road, to screen vehicular headlight glare on and off site, and to lessen spillover light from on site

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Formatted: Indent: Left: 1", Hanging, No bullets or numbering lighting. The buffer shall be continuous, except as set forth in B below, and be no less than ~~forty~~twenty feet (~~4~~20') average and ~~thirty~~fifteen feet (15~~30~~') minimum depth across the frontage of the property, such buffer being measured from the existing right-of-way line, or from the new right-of-way line should the application under consideration be required to or voluntarily provide a dedication of an easement for proposed roadway purposes. The ~~thirty~~fifteen foot (~~30~~15') minimum depth shall not occur at the high activity areas of a project. These areas include but are not limited to: building entrances, drop-offs and drive-throughs.

To determine the average depth of the Minimum Visual Buffer, measurements shall be taken at intervals not greater than 10 feet and perpendicular to the property line. Side buffer areas required by other sections of this Ordinance, and deep, narrow land areas, shall not be used when calculating the Minimum Visual Buffer. Where lagoons and drainage swales occupy a substantial portion of the Minimum Visual Buffer because of natural land forms or drainage patterns, additional buffer depth and/or vegetation may be required to achieve the visual softening requirement. If development is proposed for a platted lot which is part of a previously approved subdivision, and the size of the lot or the existing common road or utility system of the subdivision make strict adherence to these standards impractical, the Commission may relax the above standards for the buffer at lagoons and drainage swales as reasonably necessary to permit development which is otherwise consistent with the Land Development Ordinance.

(b) The intent of the Minimum Visual Buffer is to leave the naturally occurring buffer vegetation intact for its softening effect. This buffer may be enhanced or created, where such vegetation is insufficient or nonexistent, with trees and shrubs of a variety and species appropriate to the City's character. If the Minimum Visual Buffer already has trees of protected size and species as noted in Section 140.6 of the Land Development Ordinance, their preservation is required. Where masses of native shrubs are present, their preservation with minimum disturbance is strongly encouraged. While complete screening of a project is not required, sufficient plant material shall be retained and/or installed to accomplish the softening effect required in (1) above. In order to maintain the screening effect, existing vegetation shall not be limbed-up from the ground more than five feet (5') to the lowest branches, provided that additional height may be permitted at intersections to achieve the sight standard as needed for appropriate vision clearance. However, if understory planting is planned, existing vegetation may, with the approval of the staff, be limbed-up to a height that will provide adequate sunlight to those plans. Minimum height and caliper of new trees shall be consistent with the provisions of the Landscape section of the Land Development Ordinance. Minimum height of new shrubs used to create the Minimum Visual Buffer shall be three feet (3') at installation.

~~1216~~5.5 *Permitted Activity in Minimum Visual Buffer Before and After Development*

~~(a) No existing vegetation of any type, size or origin shall be altered or removed unless it satisfies the requirements of Section 78 of the Land~~

~~Development Ordinance, and other applicable sections of this Ordinance.~~

(~~b)~~ Within the Minimum Visual Buffer there shall be no development, clearing, grading or construction activity with the following exceptions:

(~~1~~a) Roadway and/or access to the portion of the site not in the Minimum Visual Buffer provided that it is approximately perpendicular to the right-of-way.

(b~~2~~) Provision for water, sanitary sewer, storm drainage, electrical, telephone, natural gas, cable, etc. service lines provided they are approximately perpendicular to the right-of-way. In the event that utilities must be installed approximately parallel to the road right-of-way, an equal amount of buffer may be required to substitute for the area of vegetation removal. Permission for easement and right-of-way disturbance and clearings for such services shall be more favorably considered when such activity is consolidated with vehicular access routes.

(c~~3~~) Pedestrian and bicycle paths designed to provide continuous connection along the road corridor, provided that they can be constructed without materially reducing the screening and visual softening capacity of the vegetation buffer.

(d~~4~~) Lighting fixtures which comply with the appropriate sections of this Ordinance for approved signs only or if, for safety reasons, they cannot be placed outside the buffer and then only when electric utility lines serving these fixtures and necessary easements can be established and constructed without significantly reducing the screening and visual softening capacity of the vegetation buffer.

(e~~5~~) Signs in accordance with the sign regulations delineated herein.

(f~~6~~) Clear sight distances at the permitted entrances and exists to any development as needed to provide for reasonable traffic safety, in accordance with accepted traffic engineering practices of the State of Georgia and the City of Kingsland.

(g~~7~~) The addition of plantings, earth forms or other visual buffers which, in the opinion of the Commission, would better achieve the purpose set out in Section A than would otherwise be the case.

(h~~8~~) Large work area doors or open bays shall be constructed in such a manner that the structure will not directly face ~~Colerain Road~~Laurel Island Parkway. Screening of these doors should be incorporated with the construction plans for any doors facing other road rights-of-way.

(i~~9~~) Heating, ventilating, and air-conditioning equipment, cut work, air compressors, and other fixed operating machinery shall be either screened from view or located so that such items are not visible from the highway. Trash receptacles, dumpsters, utility meters, above-ground tanks, etc., shall be similarly treated.

(j~~10~~) No temporary structures are permitted except those in conjunction with and during construction projects.

(k~~11~~) Large unbroken parking and drive areas exceeding five thousand (5,000) square feet are not permitted. Separation strips and parking islands shall be used and contain natural or planted trees and shrubs.

(l~~12~~) The number of parking spaces shall be as required in the Zoning and Land Development Ordinance. There shall be a maximum of eight (8) spaces in a single row with a nine (9) foot by ~~twenty~~eighteen (~~20~~18) foot island separating each eight or fewer space groups. The retention of original trees is encouraged in the islands.

(m~~13~~) *Parking Lot Islands*. When islands are required in parking lots, each island shall include (a) shade tree not less than ten (10) feet in height. The preservation of existing trees in parking islands is encouraged.

121.6 *General Sign Standards*

~~1. *Setback from Right-of-Way*. In order to provide room for future bicycle paths or sidewalks, all signs shall be required to be set back at least ten (10) feet from the street right-of-way.~~

~~2~~1. *If illuminated*, signs shall be illuminated only by the following means:

(a) By a white, steady stationary light of reasonable intensity shielded and directed solely at the sign.

(b) Light sources to illuminate signs shall be shielded from all adjacent residential buildings and streets and shall not be of such brightness so as to cause glare hazardous to pedestrians or auto drivers or so as to create a nuisance to adjacent residential districts.

2~~3~~. *Material and Style*.

(a) Signs shall not have light-reflecting backgrounds but may use light-reflecting lettering.

(b) The various parts of a sign shall be compatible.

(c) Any multi-faced sign shall have the same name and same message on all used faces.

(d) All signs shall be of standard geometric shapes.

(e) Signs shall not be of or contain a commercial sponsor name or motif (soda bottles, hamburgers, or other figures) or other outdoor commercial displays.

3~~4~~. *Dimension and Quantity*.

(a) *Area and Quantity*. The area and quantity of any sign face shall conform with the following:

(i) *Major residential development* consisting of more than five hundred (500) dwelling units shall be permitted one free-standing sign per entrance with not more than two hundred forty (240) square feet of sign face per sign equally divided among not more than four (4) sign faces. No single sign face shall exceed one hundred twenty (120) square feet.

(ii) *Secondary residential development* consisting of five hundred (500) dwelling units or less, but more than three hundred (300) dwelling units shall be permitted one free-standing sign per entrance with not more than one hundred sixty (160) square feet of sign face per sign equally divided among not more than four (4) sign faces. No single sign face shall exceed eighty (80) square feet.

(iii) *Minor residential development* consisting of three hundred (300) dwelling units or less shall be permitted one free-standing sign per entrance with not more than eighty (80) square feet of sign face per sign equally divided among not more than four (4) sign faces. No single sign face shall exceed forty (40) square feet.

(iv) *Major commercial development* consisting of retail and public commercial uses, either exclusively or mixed with residential uses, which contain more than one hundred thousand (100,000) square feet of heated floor space open to the public shall not have more than two hundred forty (240) square feet of sign face per sign equally divided among not more than four (4) sign faces. No single sign face shall exceed one hundred twenty (120) square feet.

(v) *Secondary commercial development* consisting of retail and public commercial uses, either exclusively or mixed with residential uses, which contain one hundred thousand (100,000) square feet or less, but more than forty thousand (40,000) square feet, of heated floor space open to the public shall be permitted one free-standing sign per entrance but no more than two (2) identification signs for the development. Said signs shall not have more than one hundred sixty (160) square feet of sign face per sign equally divided among not more than four (4) sign faces. No single sign face shall exceed eighty (80) square feet, excepting that if the commercial use herein is mixed with residential use which exceeds five hundred (500) dwelling units, the provisions of sub-paragraph (a) shall apply to said development.

(vi) *Minor commercial development* consisting of retail and public commercial uses, either exclusively or mixed with residential uses, which contains forty thousand (40,000) square feet or less, but more than two thousand five hundred (2,500) square feet, of heated floor space open to the public shall be permitted one free-standing sign per entrance, but no more than two (2) identifications signs for the development, with not more than eighty (80) square feet of sign face per sign equally divided among not more than four (4) sign faces. No single sign face shall exceed forty (40) square feet, excepting that if the commercial use herein is mixed with residential use which exceeds three hundred (300) dwelling units, the provisions of subparagraph (i) or (ii) shall apply, as the case may be.

(vii) *A commercial development* consisting of retail and public commercial uses which contains two thousand five hundred (2,500) square feet or less of heated floor space open to the public shall be permitted one free-standing sign. Said sign shall have not more than forty (40) square feet of sign face equally divided between not more than two (2) sign faces. If an applicant in this category shall waive the right to have a free-standing sign, the applicant shall be permitted to exceed the building sign, wall graphics, and window graphics limitations of sub-paragraph (6), "Special Sign Standards" below by fifty percent (50%).

Developments, which because of their composition may qualify for more than one of the above categories, may select the single category that provides them the largest sign. The above categories shall not be cumulative.

b. *Height*. The maximum height of any free-standing sign shall not exceed twelve (12) feet above the average elevation of the nearest public highway. The *bottom edge* of the sign face shall not exceed four (4) feet in height from average grade.

c. *Width*. The maximum width of the entire sign structure shall not exceed twenty (20) feet.

d. *Structure Size*. The size of the support structure for any free standing sign shall not exceed the sign face by more than 100%.

65~~121~~.7 *Special Sign Standards*

1. *On-Premise Sign Standards:*

(a) *Building and wall signs* shall not occupy more than ten percent (10%) of the signable space on any one facade of a building with a maximum size of the sign limited to forty (40) square feet.

(b) *Window graphics*, which otherwise comply with this article, may be displayed provided no more than twenty-five percent (25%) of the area of a window may be occupied by signage.

(c) *Free-standing signs* on any premises shall be spaced at minimum two hundred (200) feet intervals along each public way which views the premises. In the event that less than two hundred (200) feet of any premise is visible from any one public way, only one sign shall be permitted along that public way, notwithstanding that a greater number of signs may be permitted by Section 121 "General Sign Standards", sub-paragraph _____.

(d) *Obstruction*. An on-premise sign shall be erected so as to not obstruct or impair driver vision at business ingress-egress point and intersections.

~~121.8~~ 65.8 *Temporary Signs and Standards*:

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1. *Types:* The following types of signs are classified as "Temporary Signs":

   a. Special event signs.
   b. "Grand Opening, "Going Out of Business" and "Sale" signs of businesses or services.
   c. Signs for work under construction.
   d. Land subdivision or development signs.
   e. Signs advertising the sale or lease of property upon which they are located.

2. *Area, Height, Location:*

   a. *Area*: The total area of temporary signs shall not exceed forty (40) square feet and twenty (20) square feet per sign face, except for real estate signs for residential property, which shall not exceed the limitations of Section 8 "Real Estate Signs".

   b. *Height*: The maximum height of temporary signs shall not exceed eight (8) feet, while the lower edge shall not exceed four (4) feet in height from the average grade.

c. *Location:*

(a) No temporary sign shall be located so as to obstruct or impair driver vision at business ingress-egress points or intersections.

(b) No temporary sign shall be located nearer than one hundred (100) feet to any church, cemetery, public building, historic site or district, and intersection of two (2) or more public streets or highways.

(c) Temporary signs are not to be located any closer than one hundred (100) feet from any other sign on the same premises.

~~1216~~5.9 *Time Limits*:

1) *"Special Event" Signs:* Special event signs may be erected no sooner than fourteen (14) days preceding a special event and shall be removed within forty-eight (48) hours following the special event. The same or similar special event shall not be advertised more frequently than four (4) times a year.

2) *"Grand Opening" Signs*: Temporary "grand opening signs" shall be erected for a period not to exceed fourteen (14) days.

3) *"Going-Out-of-Business" and "Sale" Signs:* "Going-out of business" and "sale" signs may be erected for a period not to exceed thirty (30) days for "going-out-of-business" signs and fourteen (14) days for "sale" signs.

4) *"Project" Signs:* Signs for work under construction may be erected upon the issuance of a final development permit on the construction site during the construction and shall be removed within seven (7) days following the issuance of the Certificate of Occupancy.

5) *Signs announcing the subdivision of land:* Temporary signs announcing the subdivision of land may be erected on the land being developed and shall be removed when one hundred percent (100%) of the development lots are conveyed, or for the term not to exceed six (6) months, whichever comes first. An extension may be permitted by the Community Development Director.

6) *Removal:* Signs advertising the sale or lease of property shall be removed at the completion of the transaction advertised or for a

term not to exceed six (6) months, whichever comes sooner. An extension may be permitted by the Community Development Director.

7) *Permits:* Unless specifically exempted, a temporary sign is subject to the permit requirements of this section.

65~~121~~.10 *Real Estate Signs:*

One commercial real estate sign, not exceeding six (6) square feet in sign area per face and, if free-standing, not exceeding four (4) square feet in height shall be permitted. Property with two (2) or more on-premise frontages shall be permitted one additional sign per frontage.

65~~121~~.11 *Canopy Signs:*

A commercial center shall be permitted one canopy sign per occupancy, not to exceed six (6) feet in length and eighteen (18) inches in height, placed entirely under a canopy (marquee) directly in front of said location, identifying the occupancy.

65~~121~~.12 *Multiple-Use Shopping, Business, Office and Professional Centers; Free Standing Directory Signs:*

1) Any multiple-use shopping, business, office and professional center or mall shall be allowed to have not more than two (2) free-standing directory signs for individual businesses provided they meet the following requirements:

a. *Information:* Signs shall be for director information purposes only.

b. *Location:* Either the area of the directory sign shall be contained within the limits for total signage area at said center or mall or the sign shall not be visible from any public way.

c. Free standing signs on outlying parcels that do not have direct traffic access to the adjacent roadway will be permitted a sign ½ the size authorized in Section 5 “General Sign Standards”.

65~~121~~.13 *Gasoline Filling Stations:*

(1) Petroleum products, pumps and dispensers which are within view of a public way shall be permitted to display only information required by law and in addition, the brand name and type

of product being dispensed.

(2) Premises which dispense retail bulk petroleum products by pump shall be permitted one additional sign on the premises announcing the price per gallon of no more than four (4) products with characters not exceeding twelve (12) inches in height. In lieu of the one additional sign permitted above, the price per gallon may be displayed on each individual pump structure with character not exceeding six (6) inches in height.

~~121.14~~ 65.14 *Flags:*

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(1) *Non-governmental flags* are deemed to be subject to the provisions of this article except that no such flag shall exceed forty (40) square feet per face.

(2) *Governmental flags* must be displayed in a dignified noncommercial manner. No such flag shall exceed forty (40 square feet per face.

~~121.15 *Administration:*~~

~~121.15.1 *Application for Permit:*~~

~~(1) *Where to apply:* Any application for a sign permit shall be submitted to the Director of Community Planning and Development on a form supplied by the City.~~

~~(2) *Information required:* The following information shall be submitted with an application for a sign permit:~~

~~(a) Name, address, telephone number and signature of the owner or duly authorized lessee of the premises granting permission for the construction, operation, maintenance or displaying of sign or sign structure.~~

~~(b) Name, address, telephone number, City of Kingsland Occupational Tax Certificate number and signature of sign contractor.~~

~~(c) Legal description and/or street address of premises or property upon which the sign is to be located.~~

~~(d) The approximate value of the sign to be installed, including the installation cost.~~

~~(e) The type of sign for which a permit is being sought.~~

~~(f) Three (3) copies of a sketch, blueprint, blueline print or similar presentation drawn to scale and dimensions, showing elevations of the sign as proposed on a building facade, awning or canopy; provided, further, the relationship to other existing adjacent signs shall also be shown. In the case of a free-standing sign, said sketches shall include a site plan showing the sign location and any existing or proposed landscaping which is affected by such sign.~~

~~(g) If requested by the Director, copy of stress sheets and calculations indicating that the sign is properly designed for dead load and wind pressure in any direction.~~

~~(h) If applicable, evidence of approval by an appropriate architectural review board.~~

~~(i) Such other information as the Director may require which is necessary to verify full compliance with all applicable provisions contained in the Municipal Code and the Kingsland Land Development Ordinance.~~

~~(3) *Free-Standing Signs; Location Identification:*~~

~~The location for a new free-standing sign shall be clearly identified by a white stake(s) visible above ground line at each location at which a support pole will be imbedded in the ground.~~

~~(4) *Contents of Permit:*~~

~~Upon compliance with the provisions of this article, the Director shall make a decision to issue, deny or issue with conditions a permit for such sign or sign structure within fifteen (15) days of receipt of a complete permit application. Permits shall be numbered and shall contain the following information:~~

~~(a) The type of sign as defined in this article.~~

~~(b) The street address of the property upon which said sign is proposed to be located and the proposed location of the sign on said property. In the absence of a street address, an acceptable method of location shall be used.~~

~~(c) The amount of the fee paid for such permit.~~

~~(d) The date of issuance.~~

~~(e) In the case of a temporary sign, the date of expiration of permit.~~

~~*(5) Expiration of Permit:*~~

~~A sign permit shall be valid for a period of ninety (90) days from the date of its issuance as noted on the permit. Unless a thirty (30) day extension is granted for good cause shown by the Building Inspector, failure to erect or complete the otherwise approved work related to the permitted sign within such ninety (90) day period shall result in the expiration of such permit.~~

~~(6) *Sign Inspection:*~~

~~(a) Within ten (10) working days of completion of approved work related to a permitted sign, the permittee or sign contractor shall notify the Director that such sign is ready for a final inspection. The Director shall conduct the final inspection for the purpose of verifying that the sign is in compliance with the requirements of the permit and all other provisions of this article.~~

~~(b) Failure to notify the Director within ten (10) working days of work completion that the sign is ready for inspection may result in the requirement that an additional fee of not more than ten dollars ($10.00) is paid.~~

~~(c) Failure to obtain a satisfactory inspection result shall render the permit invalid and the applicant shall be required to reapply for a permit or remove the sign or sign structure.~~

ORDINANCE # 2014-05

AN ORDINANCE TO AMEND ARTICLES XII AND VI OF ORDINANCE # 2002-08 TITLED "THE KINGSLAND ZONING AND LAND DEVELOPMENT ORDINANCE"

WHEREAS, the Mayor and City Council desire to implement more flexibility into sign regulations; and

WHEREAS, the Mayor and City Council desire to increase the understandability and appropriateness of the overlay district;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND, that the attached changes are made to the Kingsland Zoning and Land Development Ordinance replacing Article XII and modifying Article VI.

Passed and Adopted this the 25tt day of AUGUST, 2014.

BY:______________________________
Kenneth E. Smith, Sr. Mayor

ATTEST:_________________________
Linda O'Shaughnessy, City Clerk

ORDINANCE # 2014-6

AN ORDINANCE TO AMEND SECTION 61.2.4 OF ORDINANCE # 2002-08 TITLED "THE KINGSLAND ZONING AND LAND DEVELOPMENT ORDINANCE" AND ADD A DEFINITION TO SECTION 31

WHEREAS, the Mayor and City Council desire to provide an opportunity to for charitable organizations to raise funds through turkey shoots; and

WHEREAS, such turkey shoots were part of the fabric of the fall season;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND, as follows:

Ordinance No. 2002-08, *Kingsland Zoning and Land Development Ordinance,* adopted August 12, 2002, and amended from time to time, is hereby further amended by adding a definition "TURKEY SHOOT: A marksmanship contest using shotguns with a barrel length of 30 inches or less offering prizes and conducted as a fundraiser"; and adding a special use category Section 61.2.4 reading "Turkey Shoots when conducted seasonally and firing only between 10:00 a.m. and 10:00 p.m."

Passed and Adopted this the 22nd day of SEPTEMBER, 2014.

BY:______________________________
Kenneth E. Smith, Sr. Mayor

ATTEST:__________________________
Linda O'Shaughnessy, City Clerk

Section 31. Specific Definitions

Amusement center means any freestanding privately owned and operated commercial recreational area containing an assortment of rides, games, arcades, attractions, water slides, and tracks for amusement vehicles.

Sports center means any freestanding privately owned and operated commercial recreational area containing ball fields, tennis courts, and/or other sports venues.

54.1.8 Off-street parking areas of 100 or more spaces, up to 30 percent of such required spaces may be stabilized and sodded rather than paved if not needed for extended daily usage. Such stabilized and sodded spaces shall be adequately marked or delineated by area and row and may not be counted as part of the required landscaping. In C-ED Districts, parking areas of occasional use, such as outdoor theaters, event areas and seasonal events, 100 percent of spaces, exclusive of required handicap parking, may be stabilized and sodded as described above. Any drive serving more than 50 spaces, shall be paved at least 16 feet wide with at least 8 inches of base and at least 2 inches of asphalt.

61.6. *C-ED, Commercial-Entertainment District*.

61.6.1. *Intent of the District*. The intent of this district is to allow more intense use of land within the I-95 Interchange proximity areas of the City of Kingsland and is created to serve predominantly the needs of inter-regional destination attractions. The uses allowed in this district should be directed to the needs of tourists, travelers, convention attendees and others attracted to a destination entertainment, amusement, or sports venue.

61.6.2. *Permitted Uses*.

A. Property and buildings in C-ED, Commercial Entertainment District shall be used for the following purposes:

(1) Amusement centers

(2) Sports centers

(3) Other commercial recreation, including but not limited to zip lines, climbing walls, ropes courses, go carts, skating rinks, and miniature golf courses

(4) Theaters, including outdoor theaters and stages

(5) Event arenas and staging areas

(6) Arcades/amusements

(7) Food service establishments, including but not limited to full service establishments, fast food, and vending carts

(8) Hotels and motels

(9) Tent, Trailer and Recreation vehicle campgrounds for short term occupancy (less than 30 days)

(10) Other tourist oriented lodging

(11) Timeshare/fractional ownership units not intended for permanent housing

(12) Convention, conference and banquet facilities

(13) Bowling centers

(14) Passenger carrying Tethered Helium Balloons

(15) Spas and wellness centers

(16) Zoos, aviaries and other animal attractions

(17) Art galleries and museums

(18) Child care targeted for district visitor/employee families

(19) Professional and business offices in support of operations within the district or adjacent districts

(20) Maintenance and repair facilities in support of operations within the district or adjacent districts

(21) Plant nurseries in support of operations within the district or adjacent districts

(22) Retail and service shops that are ancillary to a hotel or motel or other amusement or sports center or campground.

(23) Retail establishments (book stores, clothing, specialty retail, confectionary, bakery, etc.) that are part of a planned and designated retail area within the district

(24) Gift and souvenir shops

(25) Sporting goods shops and stores

(26) Farmers markets

(27) Artisan shops and events

(28) Media production and broadcast facilities

(29) Accessory uses and structures incidental to the above uses.

70.2.6. *C-ED, Commercial Entertainment District*

(1) Minimum district area: 10 acres

(2) Minimum lot area: 7,500 square feet

(3) Minimum lot width at building line: *75 feet*

(4) Minimum front yard setback from King Avenue (S.R. 40): *40 feet {from right-of-way};*

From other public rights-of-way: *25 feet*

(5) Minimum side yard setback from property line of similar uses: 0 *feet*

From street rights-of-way: *25 feet*

From property lines abutting existing residential uses: *25 feet*

(6) Minimum rear yard setback abutting similar uses: *0 feet*

Abutting residential use: *25 feet*

(7) Maximum building height: *50 feet, higher with approval of Fire Chief except that no height shall exceed the distance to the adjacent zoning district boundary*

(8) Maximum percentage of lot coverage by buildings: 35%

(9) Minimum district buffer: A full year-round visual buffer shall separate all developed parts of the district from surrounding residential zones. The buffer may be a fence or vegetated berm with a vertical visual buffering of at least 20-feet and be at least 25-feet wide, or a vegetative only buffer of at least 15-feet height and 50-foot wide.

120.13.2 C-4 (INTERCHANGE COMMERCIAL) and C-ED (Entertainment) DISTRICTS

The following signs only shall be permitted in the C-4 and C-ED Districts.

City of Kingsland
State of Georgia

RESOLUTION NO. 2014-20

TO ADOPT THE FISCAL YEAR 2014-15 BUDGET FOR EACH FUND OF THE CITY OF KINGSLAND, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACI BUDGET AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS, AND PROHIBITING EXPENDITURES OR EXPENSE: FROM EXCEEDING THE ACTUAL FUNDING AVAILABLE

WHEREAS, sound governmental operations require a budget in order to plan th financing of services for the residents of the City of Kingsland; and

WHEREAS, Title 36, Chapter 81, Article 1 of the Official Code of Georgia Annotate (OCGA) requires a balanced budget for the City's fiscal year, which runs from October 1st t September 30th of each year; and

WHEREAS, the Mayor and City Council of the City of Kingsland have reviewed th proposed FY 2014-15 budget as presented; and

WHEREAS, each of these funds is a balanced budget, so that anticipated revenues an other financial resources for each fund equal the proposed expenditures or expenses; and

WHEREAS, the Mayor and City Council wish to adopt this proposal as the Fiscal Yea 2014-15 Annual Budget, effective from October 1, 2014 through September 30, 2015.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the Cit of Kingsland, Georgia, as follows:

Section 1. That the proposed Fiscal Year 2014-15 Budget, attached hereto an incorporated herein as a part of this Resolution is hereby adopted as the Budget for the City c Kingsland, Georgia for Fiscal Year 20143-15, which begins October 1, 2014 and ends o September 30, 2015.

Section 2. That the several items of revenues, other financial resources, and sources c cash shown in the budget for each fund in the amounts shown anticipated are hereby adoptec and that the several amounts shown in the budget for each fund as proposed expenditures c expenses, and uses of cash are hereby appropriated to the departments named in each fund.

Section 3. That the "legal level of control" as defined in OCGA §36-81 is set at th departmental level, meaning that the designated personnel in his/her capacity as Budget Office is authorized to move appropriations from one line item to another within a department, bu under no circumstances may expenditures or expenses exceed the amount appropriated for department without a further Budget amendment approved by the Mayor and City Council.

Section 4. That all appropriations shall lapse at the end of the fiscal year.

Section 5. That this Resolution shall be and remain in full force and effect from an after its date of adoption.

Adopted this 22nd day of September 2014.

CITY OF KINGSLAND, GEORGIA

BY: ______________________________
Kenneth E. Smith, Sr., Mayor

ATTEST: ______________________________
Linda O'Shaughnessy, City Clerk

City of Kingsland
Proposed FY 2014-15 Budget

	Department	FY 14-15 Requested Budget	FY 14-15 Recomm'd Budget	$ Increase/ Decrease from Requested Budget	Current Year FY 13-14 Budget	Variance from FY 13-14 budget to FY 14-15 Recom'd		Reason for Change From FY13-14 Budget to FY14-15 Budg
						% Change	$ Increase/ Decrease	Includes: 5% Salary increase at employee anniversary date and 8% health insurance increase
General Fund	General Fund Revenues	$10,097,498	$10,097,498	$0	$10,625,417	-4.97%	-$527,919	Contingency of $162,140; based on 8 mills. Revenues decreased 4.97% mainly due to decreases in property taxe DOT maint contract, ambulance revenues, fines, rent, and capital lea offset by increases in TAV tax and building permits.
	Administration	$1,057,795	$1,063,754	$5,959	$1,090,655	-2.47%	-$26,901	Decrease in salaries and purchased/contracted services offset by an increase in supplies.
	Information Technology	$227,783	$231,227	$3,444	$227,964	1.43%	$3,263	No significant change.
	Finance	$297,662	$302,487	$4,825	$347,848	-13.04%	-$45,361	Decrease in salaries offset by an increase in capital outlay for a copie ($6,500).
	Municipal Court	$595,023	$597,657	$2,634	$564,379	5.90%	$33,278	$20,000 increase in fine add-ons offset by revenues. Slight increase i salaries, purchased/contracted services, repairs & maintenance, small equipment, and contract labor-indigent counsel. Request for clerk title change to deputy clerk of courts,+$3,973.
	Police	$3,277,984	$3,244,846	-$33,138	$2,969,671	9.27%	$275,175	Increase in salaries for .50/hr shift differential, $1/hr FTO Field Traini $1/hr after probation. Increase in capital outlay for 5 fully equipped police cars $199,648. Increase in travel/training offset by decreases i supplies.
	Fire	$1,945,060	$1,962,494	$17,434	$2,571,893	-23.69%	-$609,399	Decrease in salaries, supplies, and capital leases (555,950) offset by increase in debt service and capital outlay for roof replacement ($40,000), bunker gear ($10,000), and fire equipment ($10,000). Request for staff realignment,+$4,471. (Includes $33,700 for medic budget.)
	Public Works	$1,729,418	$1,693,190	-$36,228	$1,794,866	-5.66%	-$101,676	Reflects decrease in salaries allocating 50% of Director and Asst Dire to Water/Sewer Ops and transfer of Admin Asst to Fleet.
	Planning & Zoning	$450,886	$441,840	-$9,046	$516,781	-14.50%	-$74,941	Decrease in salaries offset by an increase in professional fees. Reque for one code enforcer/building inspector, $31,283.
	Economic Development	$191,422	$88,114	-$103,308	$175,939	-49.92%	-$87,825	Decrease in salaries, purchased/contracted services, and supplies rela to transfer of Director to JDA. Increase in DDA mural maintenance a capital outlay for Christmas Tree ($5,130).
	Fleet Services	$304,275	$309,749	$5,474	$262,043	18.21%	$47,706	Increase in supplies, small equipment, and capital outlay for HD Transmission Refill machine ($4,500) and HD Truck Scanner-Pro Link ($6,000).
	General Fund Total Expenditures	$10,077,308	$9,935,358	-$141,950	$10,522,039	-5.58%	-$586,681	

City of Kingsland
Proposed FY 2014-15 Budget

	Department	FY 14-15 Requested Budget	FY 14-15 Recomm'd Budget	$ Increase/ Decrease from Requested Budget	Current Year FY 13-14 Budget	Variance from FY 13-14 budget to FY 14-15 Recom'd		Reason for Change From FY13-14 Budget to FY14-15 Budg
						% Change	$ Increase/ Decrease	Includes: 5% Salary increase at employee anniversary date and 8% health insurance increase
Water/Sewer Fund	Revenues for Water/Sewer Fund	$7,783,700	$7,793,700	$10,000	$6,051,898	28.78%	$1,741,802	Contingency of $665,200; based on current rate structure. Increase ir capital recovery fees ($75,000) and increase in transfer in from SPLO ($1,837,162).
	Administration	$519,538	$516,816	-$2,722	$541,932	-4.63%	-$25,116	Decrease in salaries. Capital outlay for a replacement meter wand ($4,000).
	Information Technology	$22,662	$23,038	$376	$24,629	-6.46%	-$1,591	No significant change.
	Finance	$167,894	$170,623	$2,729	$188,827	-9.64%	-$18,204	Decrease in salaries offset by an increase in capital outlays for a copie ($3,500).
	Fleet Services	$100,540	$102,308	$1,768	$85,945	19.04%	$16,363	Increase in supplies, small equipment, and capital outlay for HD Transmission Refill machine ($1,500) and HD Truck Scanner-Pro Link ($2,000).
	Operations	$6,291,433	$6,315,715	$24,282	$4,873,748	29.59%	$1,441,967	Increase in repairs/maintenance and capital outlays for a 4x4 pick up truck ($25,000) and a 1 ton truck chassis ($35,000) offset by a decre in debt service by $212,000. Includes SPLOST funds transferred in fc water/sewer projects $2,350,000. Request for one plant operator, $23,379.
	Water/Sewer Fund Total Expenses	$7,102,067	$7,128,500	$26,433	$5,715,081	24.73%	$1,413,419	
Solid Waste	Solid Waste Revenues	$1,073,575	$1,073,575	$0	$1,155,470	-7.09%	-$81,895	Contingency of $100,899; based on current rate structure. Decrease capital lease revenue offset by an increase in contract services.
	Expenses	$983,906	$972,676	-$11,230	$1,046,483	-7.05%	-$73,807	Decrease in landfill fees, supplies, and capital outlay for reskinning a garbage truck ($15,000) and purchase of a limb wagon ($140,000) of by increase in debt service by $43,000.

City of Kingsland
Proposed FY 2014-15 Budget

	Department	FY 14-15 Requested Budget	FY 14-15 Recomm'd Budget	$ Increase/ Decrease from Requested Budget	Current Year FY 13-14 Budget	Variance from FY 13-14 budget to FY 14-15 Recom'd		Reason for Change From FY13-14 Budget to FY14-15 Budg
						% Change	$ Increase/ Decrease	Includes: 5% Salary increase at employee anniversary date and 8% health insurance increase
Other Funds	Revolving Loan Fund	$3	$3	$0	$99	-96.97%	-$96	Revolving Loan-Kgld Grocery
	Confiscated Assets Fund	$135,100	$135,100	$0	$315,070	-57.12%	-$179,970	Includes remaining funds from CISCO case, majority spent in previou year.
	Grant Fund-DOT	$0	$0	$0	$400,000	-100.00%	-$400,000	No expected DOT funds at this time.
	EPA Grant Fund	$938,950	$938,950	$0	$0	100.00%	$938,950	New grant funds from EPA-North Force Main project. Grant funds in amount of $485,000 with matching funds from SPLOST in the amoun $453,950.
	Multiple Grant Fund	$49,448	$417,008	$367,560	$362,815	14.94%	$54,193	Based on grant awards expected during the fiscal year. Includes outstanding LMIG grant for 2013 & 2014 and new LMIG grant for 201
	Georgia Gateway CID	$14,900,000	$14,900,000	$0	$10,000	148900.00%	$14,890,000	Special Revenue Fund used to account for the component unit whose purpose is to account for the activities of the community improvemen district. Budgeted funds represent anticipated GEFA loan.
	CVB Fund (Tourism)	$369,441	$369,441	$0	$317,800	16.25%	$51,641	Revenues are based at 44% of estimated Hotel/motel tax revenues, contracted services, & merchandise sales.
	Hotel/Motel Tax Fund	$750,000	$750,000	$0	$715,000	4.90%	$35,000	Based on hotel/motel tax revenues received with a conservative incre due to current economic conditions.
	Downtown Development Authority Fund	$12,305	$12,305	$0	$15,848	-22.36%	-$3,543	Funded by DDA fundraising events. All expenses paid directly from t DDA checking account.
	Kingsland Development Authority	$130,852	$130,852	$0	$130,852	0.00%	$0	Special Revenue Fund used to account for the blended component ur whose purpose is to finance construction of City's public buildings.
	SPLOST Fund #6	$1,453,950	$1,453,950	$0	$2,200,000	-33.91%	-$746,050	Based on remaining funds available for projects outlined in the SPLOS VI agreement.
	SPLOST Fund #7	$2,598,000	$2,598,000	$0	$0	100.00%	$2,598,000	Based on funds available for projects outlined in the SPLOST VII agreement.
	General Debt Service	$293,842	$293,842	$0	$236,182	24.41%	$57,660	Based on current lease payments for governmental funds. Increase related to fire truck and police cars (mid year).
	Debt Service Revenue Bond	$127,500	$127,500	$0	$144,000	-11.46%	-$16,500	17% of the hotel/motel tax is accounted here for the bond payment c the welcome center. Decrease related to WC bond modification.

Joint Proclamation

of the Camden County Board of Commissioners, City of St. Marys, City of Kingsland and City of Woodbine

Honoring Congressman Jack Kingston

WHEREAS, Jack Kingston was elected to serve as United States Congressman for the First Congressional District of Georgia in 1992. He was elected eleven times to this position and has faithfully represented his constituents for twenty-two years with the highest degree of integrity; and

WHEREAS, throughout that time he has represented a total of forty-one counties, including the entirety of the state's coastline, as well as Robbins Air Force Base, Fort Stewart, Hunter Army Airfield, Naval Submarine Base Kings Bay, and Moody Air Force Base; and

WHEREAS, during his tenure, from 2003 to 2006, he served as Vice-Chairman of the House Republican Conference, the sixth-ranking post among House Republicans, and was an early supporter of earmark reforms and spending reductions; and

WHEREAS, he signed the Taxpayer Protection Pledge by the Americans for Tax Reform, and in 2009 he was named a "Taxpayer Hero" by the Council for Citizens Against Government Waste for his votes to reduce government spending and taxes; and

WHEREAS, prior to his election to Congress, he served in the Georgia State House from 1985 – 1992, where he ran unopposed for three additional terms. Also, while serving in this capacity he provided commendable service to the citizens of the State of Georgia with his position on the House Committee on Ways and Means; and

WHEREAS, during his career he has shown dedicated leadership and a personal commitment to representing his constituents. He has met many challenges with passion, diligence and confidence; and

WHEREAS, we commend Congressman Jack Kingston for his many years of civic service and his tireless efforts on behalf of the citizens of Camden County; and

BE IT RESOLVED, that the Camden County Board of Commissioners, City of St. Marys, City of Kingsland, and the City of Woodbine hereby recognize and value Jack Kingston's outstanding contributions and service to the First Congressional District of Georgia, and wish him much happiness and success in all future endeavors; and

NOW THEREFORE BE IT FURTHER RESOLVED, by the Camden County Board of Commissioners, City of St. Marys, City of Kingsland, and the City of Woodbine that a copy of this Proclamation is recorded upon the minutes of this meeting and a suitable copy be provided to Congressman Jack Kingston in recognition of his dedicated and admirable service to Camden County.

PROCLAIMED this 24th day of September, 2014

BOARD OF COMMISSIONERS

James H. Starline, Chairman

CITY OF ST. MARYS

John F. Morrissey, Mayor

CITY OF KINGSLAND

Kenneth E. Smith Sr., Mayor

CITY OF WOODBINE

Steven L. Parrott, Mayor

City Of Kingsland
Post Office Box 250, Kingsland, Georgia 31548
Phone: (912)729-5613   Fax: (912-729-4590

CITY OF KINGSLAND
NOTICE OF PUBLIC HEARING

Mr. Charles J Loomis, owner of Loomis Bar-B-Q, INC a License franchisee of Sonny's Real Pit BBQ, currently holds a beer and wine license on premise consumption with food which was approved on October 13, 1997 Council meeting. Mr. Loomis would like to add Liquor license. This business is located at 1380 Boone Road East, Kingsland Georgia 31548. Notice is hereby given that a public hearing on this application is scheduled for Monday, September 22, 2014 at 6:00p.m. in the council chamber at City Hall. Anyone having any objection to adding Liquor to the exciting license should address their concern to the Mayor and Council at the public hearing. Formal consideration of this application will take place during the regular council session on Monday, September 22, 2014.

Yvonne Waye, Business License Administrator

Please Advertise the above:

August 21, 2014
August 28, 2014
September 11, 2014

INTERLOCAL AGREEMENT
BY AND BETWEEN CAMDEN COUNTY GEORGIA, AND THE CITY OF KINGSLAND, GA

This **Interlocal Agreement** (the Agreement) for co-location and coordination and consolidation of land use, planning and development activities. This agreement is made and entered into this ____day of ____, 2014, by and by and between Camden County, GA and the City of Kingsland, GA. Not participating in this agreement is the City of St. Marys.

WHEREAS, Camden County and the City of Kingsland recognize their mutual obligation and responsibility for proper planning and development; and

WHEREAS, it is mutually beneficial for Camden County and the City of Kingsland to support efforts that facilitate coordination of land use, planning and development to serve the residents of unincorporated Camden County and the City of Kingsland who support planning in the City of Woodbine; and

WHEREAS, the Camden County and the City of Kingsland recognize the benefits to citizens of their communities by coordinating land use, planning and development: namely (1) co-locating offices, (2) greater efficiency for local governments,(3) opportunities for joint opportunities in GIS, comprehensive planning and zoning; (4) establishment of a joint planning commission; and

WHEREAS, this Interlocal agreement adopted by each local government is for co-locating and coordination of land use, planning and development services for collaborative planning and decisions making; and

WHEREAS, Camden County and the City of Kingsland have mutually agreed that co-locating and the coordination of land use, planning and development is in the best interest of the citizens of Camden County and the City of Kingsland; and

WHEREAS, Camden County has jurisdiction for land use and growth management decision within its unincorporated boundaries and the City of Kingsland has similar jurisdiction within their boundaries; and

WHEREAS, Camden County and the City of Kingsland agree they can better fulfill their respective responsibilities by working in close cooperation to ensure coordination of land use, planning and development are available for the residents of the County and the City.

NOW THEREFORE, be it mutually agreed between Camden County Board of County Commissioners and the City of Kingsland City Council that the following procedures and requirements will be followed and met in co-locating facilities, and in coordinating land use, planning and development:

Section 1. Co-Location and Shared Use

1.1. Co-location and shared use of facilities are important to Camden County and the City of Kingsland.
1.2. The opportunity to co-locate planning and development is to be located at 107 Gross Road, Kingsland, GA 31548.
1.3. Camden County is responsible for legal liability, operating and maintenance costs of offices located at 107 Gross Road, Kingsland, GA 31548.
1.4. Camden County is responsible for the Interim Director of Planning salary and benefits.
1.5. Salary and benefits of the Senior Planner for Camden County, two Building Inspectors, and Camden County Permit and Licensing Clerk will continue to be paid by Camden County.
1.6. Salary and benefits for the Community Planning Director for the City of Kingsland, two building inspectors from the City of Kingsland, two GIS technicians from the City of Kingsland, and receptionist from the City of Kingsland will continue to be paid by the City of Kingsland.

Section 2. Staff Members

2.1 The staff working group consists of the Interim Planning Director for Camden County, the Senior Planner for Camden County, two Building Inspectors for Camden County and a Camden County Permit and Licensing Clerk, a Community Planning Director for the City of Kingsland, two building inspectors from the City of Kingsland, two GIS technicians from the City of Kingsland, and one receptionist from the City of Kingsland.
2.2 The following staff report to the Interim Planning Director: Senior Planner for Camden County, two Building Inspectors, the Permit and Licensing Clerk, the Community Planning Director for the City of Kingsland, the two building inspectors, the two GIS technicians, and the receptionist.
2.3 The Interim Planning Director reports to the Camden County Administrator and to the City Manager for the City of Kingsland.
2.4 The Interim Planning Director sets direction, formulates recommendations and discusses issues regarding coordination of land use, planning and development, GIS, comprehensive planning and zoning ordinances and all associated functions.

Section 3. Six-Month Co-Location Agreement

3.1 At or before six months Camden County and the City of Kingsland will review and implement one of three options:
(1) Continue Co-Location as is and extend the terms of this Agreement.
(2) Consolidate in which case a Code of Ordinances will be created for a Consolidated Planning Commission to succeed to the general powers, duties and responsibilities of the county and city planning commissions.
(3) Terminate Agreement and renew activities as separate planning and development jurisdictions.

Section 4. Resolution of Disputes

4.1. If the parties to this Agreement fail to resolve any conflicts related to issues covered in this document, such disputes shall be resolved in accordance with governmental conflict resolution procedures specified in Georgia Statutes.

Section 5. Amendment Process and Term of the Agreement

5.1 This Agreement may be amended by written consent of all parties to this Agreement.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Camden County Board of Commissioners and the City of Kingsland City Council on this ___day of_______________, 2014.

CAMDEN COUNTY BOARD OF COMMISSIONERS

By: ________________________________ ________________________________
Willis R. Keene, Jr. Witness

Date: ______________________________ ________________________________

Attest: _____________________________ ________________________________

CITY OF KINGSLAND CITY COUNCIL

By ________________________________ ________________________________
Kenneth E. Smith, Sr. Witness

Date: ______________________________ ________________________________

Attest: _____________________________ ________________________________

Proposed Policy Change

We are all aware of the unrest and turmoil that is emerging throughout the U.S. Today, in many small and large communities, there is a growing level of distrust between the citizens and police that must be turned back into trust. I believe that the harsh nature of public safety policies in other communities and their implementation is contributing to the discontent and distrust. I am concerned that those municipalities and police departments who are fair handed with their citizens, like Kingsland, are at risk of being seen as unsympathetic and blind to the underlying causes of stress in our community.

We must take every opportunity to demonstrate to the public that the policies of Kingsland are fair and even handed. Where possible, I suggest that we consider the implementation of reasonable changes to our current policy governing the Kingsland Police Review Board as outlined below.

Promoting Fair and Humane Policing of the City

The purpose of the current Kingsland Police Review Board is to assure the public that incidents and complaints against Kingsland Police officers are investigated thoroughly, completely and fairly; and to insure fair and humane policing of the city. The current board is made up of six officers.

It is proposed that we change the makeup of the board from six officers to four officers and two citizens. One citizen would be appointed by the Mayor and one would be appointed by council. One of the appointees should be a representative of the faith based community and one from the minority community.

Overview

The Kingsland Police Review Board on Police Practices:

- reviews allegations against officers of the Police Department of the City of Kingsland involving: force, arrest, criminal conduct, discrimination and slurs.
- reviews and evaluates officer-involved shootings and all in-custody deaths.
- reviews and evaluates the administration of discipline arising from sustained complaints.

Subsequent to the review and evaluation process, the Board may choose to make policy and procedure recommendations to the Chief of Police.

Member Training

- KPRB members attend training classes covering all aspects of law enforcement and the role it plays with the Kingsland Police Department.
- KPRB members go on "ride-alongs" with patrol officers.

Meetings

The Review Board meets in closed session to discuss complaints. Discussions involve confidential personnel issues and are closed to the public.

City of Kingsland
Timber Harvesting Bid Tabulation

Clear Cut Prices-Per Ton

Company Name	Pine Pulp	Pine Tops	Pine Chip N Saw	Pine Saw Timber	Pine Poles
Paulk Timber Co.	$28.03	$28.03	$28.03	$28.52	$55.00
Gies Timber & Land	$26.00	$26.00	$26.00	$26.00	$56.00
Tar Land & Timber Co	no bid	no bid	no bid	no bid	no bid
Waverly Woods, LP	no bid	no bid	no bid	no bid	no bid
Dock Junction Lumber Sales & Inc.	no bid	no bid	no bid	no bid	no bid
Geiger Logging	no bid	no bid	no bid	no bid	no bid
R & M Logging	no bid	no bid	no bid	no bid	no bid
Mullis Logging Inc.	no bid	no bid	no bid	no bid	no bid
Eric Knowles	no bid	no bid	no bid	no bid	no bid

Bid Document Checklist
090032014-Custodial Services
ırsday, September 16, 2014

Organization	Total Yearly Contract Price
Taltara LLC 121 King John Dr. Woodbine, GA 31569	NO BID
Tarhell Janitorial 405 W. Fulford St. Kingsland, GA 31548	NO BID
Clean-Pro Cleaning	NO BID
Executive Cleaning Inc. bill@executivecleaninginc.com	$38,136.00
Tribond ccorey@tribond.net	$25,394.88
American Facility Services vivianam@amfacility.com	$32,760.00

GMEBS LIFE & HEALTH PROGRAM
EMPLOYER DECLARATION & APPLICATION
EMPLOYEE HEALTH AND DENTAL BENEFITS
KINGSLAND

<u>NOTE TO EMPLOYER</u>: THIS FORM DESIGNATES GMEBS HEALTH AND DENTAL BENEFITS THAT YOU REQUEST BE MADE AVAILABLE, THE POSITIONS THAT ARE ELIGIBLE FOR SUCH BENEFITS, AND THE EXTENT THE BENEFITS ARE AVAILABLE TO DEPENDENTS. TO BECOME EFFECTIVE, THIS DECLARATION MUST BE APPROVED BY YOUR GOVERNING AUTHORITY, AND BY THE GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR. UPON SUCH APPROVAL, THIS DECLARATION WILL REPLACE AND SUPERSEDE ANY PRIOR EMPLOYER DECLARATION ON FILE WITH THE GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR. IF YOU WISH TO OFFER HEALTH / DENTAL COVERAGE FOR RETIREES, YOU MUST APPROVE A SEPARATE RETIREE DECLARATION.

ELECTIONS MADE IN THIS DOCUMENT MAY OR MAY NOT RESULT IN PENALTIES IF YOU ARE AN APPLICABLE LARGE EMPLOYER ("ALE ") UNDER THE AFFORDABLE CARE ACT ("ACA"). IT IS YOUR RESPONSIBILITY TO CONSULT WITH YOUR ATTORNEY ABOUT WHETHER YOU ARE AN APPLICABLE LARGE EMPLOYER AND THE CONSEQUENCES OF YOUR ELECTIONS. REGARDLESS OF YOUR SIZE, BY EXECUTING THIS DECLARATION, YOU CERTIFY THAT YOU WILL NOT IMPOSE ELIGIBILITY CONDITIONS THAT ARE NOT SET FORTH IN THIS DOCUMENT, OR IMPOSE A LONGER WAITING PERIOD THAN IS SET FORTH IN THIS DOCUMENT. EFFECTIVE JANUARY 1, 2015, IF YOU ARE AN APPLICABLE LARGE EMPLOYER, YOU MAY INCUR ACA PENALTIES IF: 1) YOU DO NOT IDENTIFY ALL "FULL TIME EMPLOYEES" AS DEFINED BY THE ACA AND OFFER THEM HEALTH COVERAGE; 2) YOU DO NOT OFFER HEALTH COVERAGE TO DEPENDENT CHILDREN; OR 3) YOU DO NOT SUBSIDIZE HEALTH COVERAGE ENOUGH TO MAKE THE COST OF EMPLOYEE-ONLY HEALTH COVERAGE AFFORDABLE (AS DEFINED BY THE ACA).

<u>SECTION 1. ELIGIBLE POSITIONS; TYPE OF BENEFITS REQUESTED</u>

1A. <u>Regular Employees</u>– The Employer requests the following benefits for all Regular Employees (as defined below).

Regular Employees: A Regular Employee who resides in the United States, and is employed in a salaried or hourly rated position that requires 30 Hours of Service per week or more and is expected to last at least 48 weeks. An Hour of Service is an hour for which an employee is paid, or is entitled to payment, for the performance of duties for the employer, and each hour for which an employee is paid, or entitled to payment, due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

[X] Health [ ] Dental [ ] Neither

1B. <u>Elected or Appointed Members of the Governing Authority</u> – The Employer requests the following benefits for all active elected or appointed members of the Employer's Governing Authority.

[ ] Health [ ] Dental [X] Neither

1C. [**For ALE's only** - Participating Employers that are ALE's may determine that certain workers who do not meet the definition of a Regular Employee above are "ACA Full-Time Employees." For example, an Employer might determine that a newly hired employee in a nine-month position that requires 30 Hours of Service per week is an ACA Full-Time Employee. For coverage in calendar years 2015 and later, Participating Employers that are ALE's may offer the coverage elected in 1A to anyone it determines to be an ACA Full-Time Employee.]

<u>SECTION 2. EMPLOYEE ELIGIBILITY WAITING PERIOD</u>

Individuals who are hired or take office into an Eligible position after the Employer's effective date of group health/dental coverage are eligible to enroll for such coverage on the first day of the calendar month following or coinciding with the date that they complete the following number of days of continuous, active service in an Eligible position. [ ] 0 [ ] 30 [X] 60

Those rehired into an Eligible position are not subject to a waiting period unless rehired after 13 consecutive weeks without an Hour of Service.

[**For ALE's only** - The waiting period elected above applies for any newly hired workers the Employer identifies as being "ACA Full-Time Employees" pursuant to Section 1.C. If the Employer determines a worker to be an ACA Full-Time Employee based on Hours of Service during an initial measurement period, the waiting period: 1) starts at the end of the initial measurement period, and 2) must be shortened as needed for coverage to be effective no later than 13 months from the date of hire (or the first day of the following month if the worker did not start on the first day of the month.)]

Note: The Employer's waiting period must be the same for all GMEBS Life & Health Program coverages offered by the Employer (i.e., health, dental, life, short term disability, etc.) There will be no exceptions to waiting period unless Employer submits documentation waiving the stated waiting period.

SECTION 3. EMPLOYER HEALTH PLAN ELECTION
If the "Health" box for any Employee position in Section 1A or 1B above is checked, the boxes checked below indicate the Health Plan option(s) and deductibles requested and coverage for dependents:

	Plan Name/Deductible	Employee	Employee + Spouse	Employee + Child	Family
x	PPO 80/60 1500	x	x	x	x
x	PPO 90/70 - 1500	x	x	x	x

SECTION 4. EMPLOYER DENTAL PLAN ELECTION If the "Dental" box for any Employee position in Section 1A or 1B above is checked, the box checked below indicates whether coverage is requested for eligible dependents.

☐ Employee Only ☐ Employee + Dependents (spouse and children)

SECTION 5. EMPLOYER REPRESENTATIVE – Please list by title or position the person designated by the Employer to represent the Employer in all communications with GMEBS and the Program Administrator concerning the GMEBS Life & Health Program: Mr. Lee H. Spell

The Employer may identify in writing to the Program Administrator an additional agent or authorized representative (such as an insurance broker) as being authorized to receive communications, including enrollment information for billing purposes.

SECTION 6. EMPLOYER ADOPTION - The Employer acknowledges that this Employer Declaration and Application will not become effective unless and until it is approved by the GMEBS Life & Health Program Administrator, and that upon such approval this Employer Declaration and Application will replace and supersede any prior Employer Declaration and Application concerning health and dental coverage for employees that is on file with the GMEBS Life & Health Program Administrator. The Employer further acknowledges that GMEBS' approval of this Employer Declaration and Application is contingent upon the Employer having adopted the GMEBS Life and Health Program Participation Agreement, as amended.

Approved by the Mayor and Council/Commission of the City of **KINGSLAND** , Georgia this _______ day of _______________, 20_____.

Attest: CITY OF ____________________________,GEORGIA

______________________ ______________________________
Signature of City Clerk Signature of Mayor

______________________ ______________________________
Print Name of City Clerk Print Name of Mayor
(SEAL)

Please do not write below this line (for GMEBS USE ONLY)

The terms of the foregoing Employer Declaration and Application are approved by the GMEBS Life & Health Program Administrator this ____ day of ______________________, 20_______.
Subject to the applicable terms of the GMEBS Life and Health Program Participation Agreement and the Plan(s), the effective date of the coverages (or any change in coverage) as reflected in this Employer Declaration and Application will be the date shown under “Declaration Effective Date” on the first page of this form.

GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR
By:____

AN ORDINANCE

An Ordinance to provide for participation by the City of Kingsland ("Participating Employer" or "Employer") in the Georgia Municipal Employees Benefit System (GMEBS) Life and Health Program, in accordance with and subject to the terms of the GMEBS Life and Health Program Trust Agreement, the GMEBS Life and Health Program Participation Agreement, the Participating Employer's Declaration Page(s), and the Rules governing the Program, all as authorized and provided by Chapter 5 of Title 47 of the O.C.G.A.; to provide an effective date; to repeal conflicting ordinances; and for other purposes.

WHEREAS, the Participating Employer has determined that it wishes to provide certain employee benefits to its employees by participating in the Georgia Municipal Employees Benefit System Life and Health Program ("GMEBS Life and Health Program" or "Program") and by making contributions to the GMEBS Life and Health Program Trust Fund ("Trust Fund"); and

WHEREAS, the Participating Employer has reviewed the terms of the GMEBS Life and Health Program Trust Agreement ("Trust Agreement" or "Trust"), which Trust is intended to be a tax-exempt trust established under Internal Revenue Code Section 115 and under the applicable laws of the State of Georgia; and

WHEREAS, the Participating Employer has reviewed the terms and conditions of the GMEBS Life and Health Program Participation Agreement ("Participation Agreement") and the various forms of coverage and/or benefit plans offered under the GMEBS Life & Health Program; and

WHEREAS, the Participating Employer has reviewed the Declaration Page(s) ("Declaration") accompanying the GMEBS Life and Health Program Participation Agreement and has completed and will amend, as necessary or required, said Declaration to reflect its elections with respect to employee eligibility requirements and Program benefits that the Participating Employer intends to make available to eligible employees; and

WHEREAS, the Mayor and Council/Commission of the Participating Employer ("Governing Authority") is authorized by law to adopt this Ordinance, the Trust Agreement, the Participation Agreement, and the Declaration on behalf of the Participating Employer;

NOW, THEREFORE, BE IT ORDAINED by the Governing Authority of the Participating Employer and it is ordained by the authority thereof:

Section 1. The Participating Employer hereby adopts and agrees to be bound by the terms of the following GMEBS Life and Health Program Trust Agreement, the Participation Agreement, and Declaration which are attached hereto and made a part of this Ordinance. The Participating Employer also agrees to be bound by any Program Rules adopted by the GMEBS Board of Trustees ("Trustees"). The Participating Employer further agrees to abide by the terms of any amendments made by the Trustees to the Trust Agreement or the Program Rules.

Section 2. Severability. In the event that any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have adopted the remaining parts of this Ordinance or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

Section 3. Approval by Trustees or the Program Administrator. The Participating Employer's Ordinance and Declaration are subject to approval by the Trustees or the Program Administrator. The Trustees or Program Administrator may refuse to approve or may delay the effective date of an Ordinance and Participation Agreement or Declaration that is not in order as determined by the Trustees or the Program Administrator. The Governing Authority of the Participating Employer hereby acknowledges that it is responsible to assure that this Ordinance is adopted and executed by the Participating Employer in accordance with the requirements of applicable law.

Section 4. Effective Date. This Ordinance shall be effective on the date of approval by the Governing Authority or, if later, such other effective date designated by the Trustees below upon approval and acceptance of the signed Ordinance and Declaration.

Section 5. Repeal. All ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Governing Authority of Kingsland________________, this _______ day of _______________, 20__.

Attest:

____
Signature

____
City Clerk

____
Signature

____
Mayor

(SEAL)

Approved:

____
Signature

____
Attorney

TRUSTEES' APPROVAL

The terms of the foregoing Ordinance and Participation Agreement are approved on behalf of the Board of Trustees of the Georgia Municipal Employees Benefit System.

The effective date of the Employer's participation in the GMEBS Life and Health Program will be ___________________________ [insert date *only if* Trustees' approved effective date for Employer's participation is later than effective date designated in Section 4 above].

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officer to be affixed this ______ day of ___________________________, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

____
Secretary

GMEBS LIFE AND HEALTH PROGRAM PARTICIPATION AGREEMENT

1. PURPOSE OF PARTICIPATION AGREEMENT

The Participating Employer hereby enters this Participation Agreement with the Georgia Municipal Employees Benefit System ("GMEBS") for the purpose of participating in the GMEBS Life and Health Program Trust and subscribing to one or more health, life, accidental death and dismemberment, short-term disability, dental or other employee benefit Plan(s) which are offered as part of the GMEBS Life and Health Program, as identified on the Participating Employer's Declaration, and to provide for the risk sharing associated therewith, in accordance with and subject to the terms of the Program Trust Agreement, this Participation Agreement, the Participating Employer's Declaration, and all Program Rules adopted by the GMEBS Board of Trustees ("Trustees"), in their current form or as amended.

2. DEFINED TERMS

When the initial letter of a word or phrase is capitalized in the Ordinance and Participation Agreement, the Trust Agreement, or the Participating Employer's Declaration, it shall have the meaning specified in Article I of the Trust Agreement unless otherwise defined. The term "employee" refers to individuals who are currently or were formerly employed by the Participating Employer.

3. TYPE OF COVERAGE

(a) Pooled Trust. The GMEBS Life and Health Program Trust Fund is in the form of a pooled trust, in which contributions are pooled. With respect to any Plan offered under the Program that is not provided through a third party insurer Group Policy, the Participating Employer enters the Trust as a mutual covenant of risk sharing and not as a partnership. With respect to insured benefits offered under the Program through a third party insurer Group Policy, the Participating Employer's obligation is to contribute the amount of premium required under the Group Policy. No Participating Employer by reason of being a participant in the Trust and contributing to the pool shall be liable to the Trust, to any other Participating Employer, or to any claimant, except for payment of contributions, fees, expenses, and costs as provided for in this Participation Agreement and joinder in the Trust, and for any necessary additional assessments levied by the Trustees to maintain appropriate reserves for the Health and Welfare Trust Fund. Risk sharing under the Trust shall begin upon the Participating Employer's first payment of contributions to the Trust Fund. There will be no disbursements out of the Trust to the Participating Employer except for the payment of benefits as provided under the Program, unless such disbursement is consistent with the irrevocability of the Participating Employer's contributions under the Internal Revenue Code and such disbursement is authorized by the Trustees, the terms of the Trust, and applicable law. The Participating Employer will make expense payments as required by the Trustees for Trust administration which will be included in the Program contribution.

(b) Maintenance of Reserve. The Trustees may assess Participating Employers pro rata in an amount the Trustees deem sufficient to maintain appropriate reserves for the Health and Welfare Trust Fund. If a Participating Employer fails to pay any assessment as provided for in this Section 3(b) within sixty (60) days after the assessment date, the Employer's participation in the Program and the Trust Fund will be terminated as of the date such 60-day period ends and coverage offered under any and all Plans will cease as of said date or, if earlier, the termination date otherwise provided for under this Agreement. If the Participating Employer is terminated from participation in the Program as provided hereunder, the Employer will remain liable for any assessments due. If the Employer subsequently pays the assessment along with such penalties or interest that may be established by the Trustees or Program Administrator, the Program Administrator may reinstate the Employer's participation in accordance with any applicable Rules or procedures established by the Trustees.

(c) Self-Funded / Insured Benefits. Health and Welfare Benefits provided under the GMEBS Life and Health Program may be self-funded (i.e., paid directly from the GMEBS Life and Health Program Trust Fund), or they may be fully or partially insured under a Group Policy issued by a third party insurer or re-insurer retained by GMEBS. The GMEBS Board of Trustees has the sole authority and discretion to determine which Health and Welfare Benefits will be offered under the Program and which will be self-funded, partially insured, or fully insured. The Participating Employer agrees that GMEBS has the authority to contract with insurers, consultants, and other third parties as it deems necessary or appropriate for administration of the GMEBS Life and Health Program and/or provision of employee benefits under the Plan(s). All terms and conditions incident to insurance coverage provided by third party insurers will be in accordance with the Group Policy(ies) issued to GMEBS and any amendments, riders, or endorsements thereto, notwithstanding any other provision to the contrary. Subject to approval of the GMEBS Board of Trustees, GMEBS may select and/or change insurers and other service providers for the purpose of providing or administering employee benefits under the Program at any time. The Participating Employer shall abide by the applicable terms of all administrative and other service agreements of the Program. The Participating Employer accepts the services to be provided by the Georgia Municipal Association ("GMA") as Program Administrator and the services of any insurer or other service provider retained by the GMEBS Board of Trustees. The Participating Employer acknowledges that administrative fees, licensing fees, and other fees related to services provided by GMA and other service providers will be charged under the Program and deducted from the Trust Fund.

4. GENERAL DUTIES AND UNDERSTANDINGS

(a) Completing Declaration - The Participating Employer will complete the Declaration form provided by GMEBS to indicate which Plan(s) the Participating Employer will make available to its eligible employees; to designate employee eligibility to participate under said Plan(s); to designate the extent of coverage, if any, to be provided to eligible dependents under the Plan(s); to designate the extent of coverage, if any, to be provided to elected and appointed members of the Governing Authority of the Participating Employer under the Plan(s); to designate the extent of coverage, if any, for retirees of the Participating Employer under the Plan(s) (provided that GMEBS or the applicable Group Policy permits coverage for retirees under such Plan(s)); to designate the Employer's employee waiting period for enrollment under the Plan(s) (if applicable and subject to any limitation on the length of the waiting period imposed by law); and to designate the form and levels of coverage that the Participating Employer intends to make available under each of the Plan(s). The Participating Employer's Declaration will include any forms which must be completed by the Participating Employer under the terms of any Group Policy to indicate the Employer's eligibility and coverage elections under said Group Policy.

(b) Amending Declaration - In the event the Participating Employer wishes to change or modify its Declaration in any manner (e.g., with respect to Plan(s) offered by the Employer, employee eligibility requirements, or levels of coverage), the Participating Employer will complete and submit an amended Declaration in accordance with and subject to Section 6 below. The Participating Employer may also be required to complete and submit an amended Declaration to reflect any changes made in connection with the annual renewal process under the Program.

(c) Responsibilities When Offering Coverage At Any Time - The Participating Employer is responsible for determining which of its employees are eligible to participate in the Plan(s) in accordance with the terms of the Participating Employer's Declaration and other terms of said Plan(s), including any applicable Group Policy and the Participating Employer's Declaration, and taking into account any employee eligibility waiting period imposed by the Participating Employer under its Declaration.

The Participating Employer acknowledges and agrees that it is solely responsible for properly classifying its workers, complying with employment laws, complying with all applicable laws relating to the offering of health coverage to employees, including, but not limited to the Patient Protection and Affordable Care Act ("ACA") and the Georgia Security and Immigration Compliance Act. [+] The Participating Employer acknowledges and agrees that neither GMEBS, the Trust Fund, the Trustees, nor the Program Administrator are liable for any consequences arising from the Participating Employer's failure to comply with such obligations and laws. Participating Employers who meet the definition of an "Applicable Large Employer" under the ACA have a choice to extend coverage under the GMEBS Health Plan to all "Full-Time Employees" as defined by the ACA, and their dependent children, and make such coverage "affordable," as defined by the ACA, or pay "Employer Shared Responsibility" (also called "Pay or Play") penalties. The Participating Employer acknowledges and agrees that it is solely responsible for determining whether it is an Applicable Large Employer, how it will determine whether an individual worker is an ACA Full-Time Employee, whether it will offer coverage to all ACA Full-Time Employees and their dependent children, and how much, if at all, it will

[+] Although the Participating Employer is responsible for determining which employees are eligible to participate under the Plan(s) and will be offered coverage, GMEBS has the sole authority to determine whether an employee has complied with all enrollment requirements, including, but not limited to requirements related to compliance with the Georgia Security and Immigration Compliance Act pursuant to O.C.G.A. § 50-36-1. In the event of a dispute over whether an enrolled employee or dependent is, in fact, eligible for coverage under the terms of the Plan(s), GMEBS has the discretion to interpret the terms of the Plan(s) and make the final decision for any Plans, except as stated under the terms of any Group Policy.

subsidize coverage in order to ensure that the coverage meets ACA affordability requirements. The Participating Employer acknowledges and agrees that neither GMEBS, the Trust Fund, the Trustees, nor the Program Administrator is responsible for paying Employer Shared Responsibility penalties.

The Participating Employer represents and warrants that it will offer coverage under the Plans to all individuals who are eligible under the terms of the applicable Declaration, and in accordance with the approved waiting period set forth in the Declaration. The Participating Employer shall notify GMEBS immediately if it has imposed an unauthorized eligibility condition or waiting period. The Participating Employer acknowledges and agrees that neither the GMEBS, the Trust Fund, the Trustees, nor the Program Administrator will be liable for the Participating Employer's failure to properly offer coverage. Any penalties assessed against the GMEBS Health Plan because a Participating Employer imposed additional eligibility requirements or longer waiting periods will be recouped from the Participating Employer, and the Participating Employer agrees to such recoupment.

The Participating Employer will distribute and collect Plan enrollment forms from eligible employees and will send completed forms and other information necessary for enrollment of employees and eligible dependents to the Program Administrator immediately upon receipt of said forms and before the intended effective date of enrollment, in accordance with any enrollment Rules and/or procedures established by the Trustees or the Program Administrator. Said information may be provided electronically in a manner that meets applicable requirements for secure electronic transmission or via hard copy in the form and manner approved by the Program Administrator.

All actions taken by the Participating Employer to collect pre-enrollment and enrollment materials from employees and send them to the Program Administrator are taken by the Participating Employer on behalf of the employees, and not on behalf of the GMEBS Plans. The Participating Employer is solely responsible for maintaining the confidentiality and security of these materials while they are in the Participating Employer's custody and properly securing them during transmission to the Program Administrator.

(d) Annual Open Enrollment, Special Enrollment – The Participating Employer will distribute, collect, and/or forward notices, forms and information in accordance with any Rules and/or procedures established by the Trustees or the Program Administrator for the purpose of processing Plan enrollment requests and/or coverage changes requested by employees in connection with the Program's annual open enrollment period and in connection with any special enrollment period provided for under the Plan(s) (e.g., employee acquiring new dependent, or employee or dependent's loss of other health plan coverage).

(e) Retroactive Enrollment - The Participating Employer acknowledges and agrees that retroactive enrollment of eligible employees and dependents will be permitted only under extenuating circumstances in the discretion of the Program Administrator (an employee or dependent's failure to timely or accurately complete an enrollment application is not sufficient to permit retroactive enrollment). Retroactive enrollment may be limited to a maximum of 60 days prior to the date the Program Administrator receives completed enrollment forms and any other information necessary for enrollment from the Participating Employer. Retroactive enrollment is subject to the Program Administrator's receipt of applicable contributions and any late fees or penalties that may be imposed by the Trustees or Program Administrator. The Participating Employer acknowledges and agrees that GMEBS, the Trustees, the GMEBS Life and Health Plan Trust Fund, and the Program Administrator will not be liable for any unpaid or uncovered claims for persons who are not enrolled in a timely manner due to the Program Administrator having been provided untimely or inaccurate eligibility or enrollment information, or untimely or inaccurate updates to eligibility or enrollment information. Notwithstanding any other provision herein to the contrary, retroactive enrollment will be permitted under a Group Policy only if and to the extent the Group Policy permits same.

(f) Termination of Individual Employee/Dependent Participation - The Participating Employer will determine and notify/update the Program Administrator as to which employees, dependents, or other individuals will become or are no longer eligible to participate in the Plan(s) selected by the Participating Employer in its Declaration (e.g., due to termination of employment, failure to meet minimum hour requirement, or failure to remit employee contribution (if any)). Such notification will be provided by the Participating Employer immediately upon loss of eligibility in accordance with any applicable Rules and/or procedures established by the Trustees or the Program Administrator. The Participating Employer acknowledges and agrees that retroactive termination (disenrollment) of individual employees and other persons will be permitted only under extenuating circumstances in the discretion of the Program Administrator and may be limited to a maximum of 60 days prior to the date proper notice of disenrollment is received by the Program Administrator. If retroactive disenrollment is permitted, the Program Administrator will provide a credit on the Participating Employer's next Program invoice for the period of retroactive disenrollment. The Participating Employer acknowledges and agrees that if the Program has paid claims for persons who are not eligible or no longer eligible to participate in one or more Plan(s) due to the Participating Employer having provided inaccurate eligibility information, untimely updates to eligibility information, or late notice of participant disenrollment, the Participating Employer will be required to reimburse the GMEBS Life and Health Trust Fund for any unrecovered claim amounts. Notwithstanding any provision herein to the contrary, retroactive disenrollment will be permitted under a Group Policy only if and to the extent such Group Policy permits same.

(g) Facilitating COBRA Coverage Elections – The Participating Employer will distribute, collect, keep, and furnish to the Program Administrator, employees, and other individuals such notification(s), forms, and other information as necessary for the purpose of notifying eligible employees and dependents of their rights to continued health and/or dental coverage under COBRA and for purposes of facilitating COBRA coverage elections, in accordance with any applicable Rules or procedures established by the Trustees or the Program Administrator. The Participating Employer acknowledges and agrees that, for purposes of COBRA administration, it is responsible to: 1) distribute applicable GMEBS Plan booklet(s) (which contain the initial notice of COBRA rights) to eligible employees (and their spouses, if covered) within 30 days after their enrollment in any health or dental Plan under the Program; 2) notify the Program Administrator in writing immediately upon and no later than 14 days after the termination of employment of any covered employee participating in any health or dental Plan under the Program (and indicate whether the employee was terminated for gross misconduct); 2) notify the

Program Administrator in writing immediately upon and no later than 14 days after the death of any covered employee participating in any health or dental Plan under the Program; 3) notify the Program Administrator in writing immediately upon and no later than 14 days after a reduction in a employee's work hours which makes the employee ineligible to participate in a health or dental Plan under the Program; 4) collect monthly COBRA premiums from COBRA-eligible employees and dependents and remit them to the Program Administrator in a timely manner; and 5) promptly forward to the Program Administrator any notices, forms, or information received from employees (or their dependents) which may affect COBRA rights or eligibility (e.g., COBRA election forms, employee notice of divorce, notice of loss of dependent status, notice of employee or dependent change of address). The Participating Employer acknowledges and agrees that GMEBS and the Program Administrator will not be liable for any unpaid or uncovered claims for persons who are eligible for COBRA but who are not timely or properly afforded COBRA coverage due to the Participating Employer's failure to provide timely or accurate COBRA notification(s), forms or other information in accordance with this subsection or any COBRA administration Rules and/or procedures established by the Trustees or the Program Administrator.

(h) FMLA – If and to the extent that the Participating Employer is subject to the Family and Medical Leave Act ("FMLA"), the Participating Employer (not GMEBS, the Trustees, or the Program Administrator) will be responsible for maintaining Plan coverage for employees and/or dependents as necessary to comply with the FMLA, including making arrangements for employees to pay their employee share of Plan contributions (if applicable) while they are on FMLA leave; providing notice to covered employees on FMLA leave of any opportunity to change plans, benefits, or coverage (e.g., providing notice of an upcoming open enrollment period); restoring applicable Plan coverage upon an employee's return to employment following FMLA leave in case of lapse of coverage due to non-payment of employee contributions while on FMLA leave; and notifying the Program Administrator in writing upon an employee's failure to return to return to employment following FMLA leave.

(i) Furnishing Summaries of Benefits & Coverage; Plan Booklets; Distribution and Collection of Notices and Forms – The Participating Employer will, in the form and manner requested by the Trustees or the Program Administrator, copy and distribute to its employees and retirees (if applicable) any and all Summaries of Benefits & Coverage, Plan booklets, notices, and forms supplied for purposes of Program administration and will collect and forward to the Program Administrator any notices, forms or other information it receives from employees or other individuals concerning participation in the Program. The Participating Employer agrees to certify that it has distributed such materials if the Trustees or Program Administrator request such a certification. The Participating Employer acknowledges and agrees that GMEBS, the Trust Fund, the Trustees, and the Program Administrator shall not be liable for the costs of distributing or for the consequences of Participating Employer's failure to satisfy these obligations. Any penalties for failure to distribute will be paid directly by the Participating Employer or recouped from the Participating Employer.

(j) Providing Experience Rating Information – The Participating Employer will provide the Program Administrator with information reasonably requested for purposes of underwriting and/or determining the Participating Employer's experience rating. Initially, only individuals included in required underwriting may be enrolled in the Plans. Individuals who become eligible for coverage at a later date may or may not be subject to underwriting.

(k) Life/Short Term Disability Salary Updates - Participating Employers who elect to provide life insurance coverage or short term disability coverage under the Program based on salary amount or level of salary must report employee salary changes to the Program Administrator in writing as soon as they occur.

(l) Medical Child Support Orders – The Participating Employer will promptly forward to the Program Administrator any medical child support orders it receives concerning enrollment of dependent child(ren) in one or more Plan(s).

(m) Cooperation in Administration and Provision of Information about Employees and Dependents. – The Participating Employer agrees to cooperate in all respects with GMEBS, the Program Administrator, and any Plan service providers with respect to administration of the Program. Such cooperation includes securely transmitting to the Program Administrator upon request any information about employees and dependents that the Program Administrator deems necessary for administration.

(n) Enrollment and Billing Information – The Participating Employer shall designate on the Declaration Page the position of a contact or contacts for receipt of billing information and other information necessary for proper enrollment of eligible employees. The Participating Employer is solely responsible for ensuring that any designated contact properly secures this information and uses it only for permissible purposes. The Participating Employer agrees to promptly notify the Program Administrator if a designated contact is no longer authorized to receive this sensitive information.

5. REMITTANCE OF CONTRIBUTIONS

(a) Monthly Contributions Due 1st of Month – Regular monthly Program invoices will be mailed by the Program Administrator to the Participating Employer on or about 15th day of each month in advance of the month for which the Program contribution is due and payable. The Participating Employer agrees to remit the applicable monthly Program contribution owed (including all employee contributions referred to in subsection 5(b) below) to the Program Administrator by the first day of the month for which the Program contribution is due.

(b) Employer Collection of Employee Contributions - The Participating Employer agrees to collect contributions (including COBRA premiums) from employees and other individuals (if any) that are required by the Participating Employer for participation in the Plan(s). GMEBS, the Trustees, and the Program Administrator will have no responsibility or obligation to collect such contributions from employees or other individuals on behalf of the Participating Employer.

(c) Late Payment; Cancellation of Coverage; Termination of Participation Agreement - If the applicable Program contribution is not received by the Program Administrator within 30 days after the contribution due date, the Program Administrator will send a notice of impending termination of participation and/or coverage cancellation to the Participating Employer. In such event, the Participating Employer, not GMEBS, the Trustees, or the Program Administrator, will be responsible to notify employees of impending coverage cancellation. If the applicable monthly Program contribution is not remitted by the Participating Employer within 60 days after the due date for payment, the Employer's Participation Agreement will terminate and/or Plan coverage will be cancelled upon expiration of the 60-day period. Said termination and/or cancellation of coverage will be retroactive to the last day of the month for which the applicable Program contribution was paid. The Program Administrator will instruct Program service providers as necessary in an attempt to obtain reimbursement with respect to any claims incurred after the termination effective date. However, if the Trust Fund incurs costs relating to claims incurred after the coverage cancellation date and is unable to obtain reimbursement for such claims, the Participating Employer shall reimburse the Trust Fund for such costs. In the event that the Participating Employer fails to provide such reimbursement to the Trust Fund within 30 days following the end of the 60-day period referenced above, such amounts will be subject to interest, penalties or other charges as established by the Trustees or Program Administrator. GMEBS, the Trust Fund, the Trustees, and the Program Administrator are not responsible for any claims incurred following the coverage cancellation date. The Participating Employer will abide by any Rules adopted by the Trustees with respect to collection of delinquent contributions, including any such Rules which may require payment of interest, penalties, exit fees, or a combination thereof. Such Rules or may also provide that Program benefits may be reinstated at the sole discretion of the Trustees or the Program Administrator upon payment of outstanding delinquent contributions, late fees, reinstatement fees, or other charges, along with any other expenses incurred by the Trust Fund as a direct or indirect result of the Employer's failure to remit contributions in a timely manner. Notwithstanding any provision herein to the contrary, termination of coverage under any Group Policy will be governed by the applicable terms of such Group Policy.

6. EMPLOYER MODIFICATION OF DECLARATION PAGE(S)

If the Participating Employer desires to amend any of its elections contained in its Declaration, the Participating Employer shall by official action of its Governing Authority amend the Declaration and forward it to the Program Administrator for approval. The amendment of the Declaration shall not be effective until approved by the Program Administrator (and the applicable insurer, if the amendment involves a change to a Group Policy) and until any administrative procedures necessary to facilitate the change have been implemented. If the amendment is not approved by the Program Administrator (or insurer, if applicable), the Plan(s) will continue to be administered as if such amendment had not been made.

Pursuant to Article VI of the Trust Agreement, the Trustees may amend the form of the Participation Agreement required to be adopted and executed by Participating Employers in order to join or remain in the Program. Notwithstanding any amendment made to the Declaration Page, the Participation Agreement (in its current form or as amended) shall remain in effect unless the Participation Agreement is affirmatively terminated by official action of the Participating Employer or the Trustees as provided under this Agreement.

The Program Administrator will timely inform the Participating Employer of any significant material changes concerning operation of the Plans under the Program, including but not limited to changes in service providers administering Plan benefits, elimination of benefit options, and changes in law applicable to the Plan. In the event that said change necessitates one or more amendments to the Participating Employer’s Declaration and the Participating Employer fails to amend its Declaration accordingly, the Trustees and Program Administrator are authorized but not required to amend the Participating Employer’s Declaration in their discretion to accommodate or reflect such change, and the Plan(s) will be administered in accordance with the amended Declaration to the extent practicable, notwithstanding cost. GMEBS, the Trust Fund, the Trustees, and the Program Administrator shall not be liable for any difference in cost, benefits, or coverage for the Participating Employer or for any Plan participant resulting from such amendment, nor any other consequences, including, but not limited to penalties, arising from the Participating Employer’s failure to act in accordance with the amended Declaration. Notwithstanding any provision herein to the contrary, the Participating Employer’s modification of coverage or benefits under any Group Policy will be governed by the applicable terms of such Group Policy.

7. NOTICE OF TERMINATION BY EMPLOYER

In the event that the Participating Employer desires to terminate its participation under the Program altogether (versus terminating or changing coverage under a particular Plan which requires amendment of the Employer’s Declaration as provided under Section 6 above), the Participating Employer shall provide the Program Administrator with at least 30 days advance written notice of such termination. If the Participating Employer provides such notice, the Employer’s participation shall terminate effective as of the last day of the month following the month in which notice of termination is provided, or such later date agreed to in writing by the Program Administrator and the Participating Employer, provided the Participating Employer timely pays monthly Program contributions owed for such remaining period of participation. Otherwise, the Employer's participation shall terminate effective as of the last day of the month for which the applicable monthly Program contribution is timely paid by the Participating Employer or as otherwise provided under this Agreement. GMEBS, the Trust Fund, the Trustees, the Program Administrator, and any third party insurers under the Program will not be responsible for any claims incurred following the effective termination date. Notwithstanding any provision herein to the contrary, the Participating Employer's coverage under any Group Policy will be terminated in accordance with and subject to the terms of said Group Policy

8. NOTICE OF TERMINATION BY GMEBS

In the event that GMEBS desires to terminate this Participation Agreement for reasons other than failure by the Participating Employer to remit payments in a timely manner, the Trustees or Program Administrator will provide the Participating Employer with at least 60 days advance written notice of such termination. Said termination shall be effective on the last day of the month that ends at least 60 days after notice of termination is provided, provided the Participating Employer timely pays all monthly Program contributions due up until said termination effective date. GMEBS, the Trust Fund, the Trustees, and the Program Administrator will not be responsible for any claims incurred following the effective termination date. Notwithstanding any provision herein to the contrary, the Participating Employer's coverage under any Group Policy will be terminated in accordance with and subject to the terms of said Group Policy.

9. REINSTATEMENT IN PROGRAM

In the event that the Participating Employer or the Trustees terminate this Participation Agreement, the Participating Employer may request reinstatement of participation upon payment of any outstanding balance plus any applicable interest, penalties, reinstatement fees, or other charges established by the Trustees or the Program Administrator, as well as payment of the first month's Program contribution. Reinstatement is subject to approval by the Trustees or Program Administrator. Upon reinstatement, the Participating Employer will be required to adopt a new Participation Agreement and Declaration and will be subject to underwriting. If there have been any changes to the Plan(s) or other Program provisions or any changes in contribution rates after termination of participation and before reinstatement, the Participating Employer will upon reinstatement be subject to all Program provisions and contribution rates in effect on the date of reinstatement. Notwithstanding any provision herein to the contrary, the Participating Employer's eligibility for reinstatement of coverage under any Group Policy will be determined in accordance with and subject to the terms of said Group Policy.

10. TERMINATION OF GMEBS LIFE AND HEALTH PROGRAM

The GMEBS Board of Trustees reserves the right to terminate the Program at any time by a written instrument to that effect executed by the Trustees. Such termination will be effected in accordance with the terms of the Trust Agreement and applicable law.

11. EXTENT OF BENEFITS PROVIDED TO PLAN PARTICIPANTS

No employee, participant, dependent, or other person shall have any right, title, or interest in or to the Trust or any part thereof; provided, however, that any person who is actually eligible for and covered by a Plan under the GMEBS Life and Health Program will, subject to the applicable terms and conditions of said Plan, the Trust Agreement, and this Participation Agreement, be entitled to benefits in the amount and to the extent provided under the Plan. The Participating Employer's participation in the Program will not constitute and shall not be construed as a commitment to provide or to continue to provide a specific type or level of employee benefits or employee contribution rate. Nor will it constitute or be construed to create an accrued or vested benefit for any employee, former employee, participant, dependent, or other person.

<u>No guaranty that payments or reimbursements to employees, former employees, or retirees will be tax free:</u> **The Trust has obtained a ruling from the Internal Revenue Service concerning only the federal tax treatment of the Trust's income. That ruling may not be cited or relied upon by the Participating Employer whatsoever as precedent concerning any matter relating to the Participating Employer's health and welfare plan(s). In particular, that ruling has no effect on whether payments from the Participating Employer's health and welfare plans are excludable from the gross income of employees, former employees or retirees, under the Internal Revenue Code. The federal income tax consequences to employees, former employees and retirees depend on the terms and operation of the Participating Employer's health plan(s).**

GMEBS LIFE AND HEALTH PROGRAM

TRUST AGREEMENT

Administered By:

Georgia Municipal Association

201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: (404)688-0472
Facsimile: (678)686-6289

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GMEBS LIFE AND HEALTH PROGRAM TRUST

THIS TRUST AGREEMENT is executed as of this 22nd day of June, 2014, by the Board of Trustees of the Georgia Municipal Employees Benefit System (hereinafter referred to as "GMEBS").

W I T N E S S E T H:

WHEREAS, certain governmental employers and instrumentalities (hereinafter "Participating Employers") have agreed to pool assets in order to jointly provide for group health, life, accidental death and dismemberment, short-term disability, dental and/or other benefits for their designated benefit plan participants (hereinafter "participants") and to jointly provide for the risk-sharing associated with the provision of such benefits, pursuant to, and to be governed by, the provisions of Chapter 5 of Title 47 of the O.C.G.A. §§ 47-5-23 (14) and 47-5-40;

WHEREAS, GMEBS desires to establish a pooled trust to receive contributions from certain governmental employers and instrumentalities and to make distributions from the Trust for the provision of such benefits, which trust shall be known as the GMEBS Life and Health Program Trust (the "Trust");

WHEREAS, each Participating Employer has determined that it wishes to offer benefits under the GMEBS Life and Health Program ("Program") and to make contributions with respect to the provision of such benefits through participation in this Trust;

WHEREAS, participation in and any coverage under the Trust shall not constitute nor be construed as a commitment to provide a specific type or level of benefit, to provide for a specific premium or contribution rate, or to constitute an accrued or vested financial benefit for any specific employee, participant, or other person unless otherwise specifically provided herein;

WHEREAS, the Trustees are authorized to receive, hold and administer the funds in the Trust, and such funds, when received by the Trustees (or their delegate), will constitute the trust fund (the "Trust Fund" or "Fund");

WHEREAS, the Trustees agree to accept this Trust and to perform the duties of the Trustees hereunder;

WHEREAS, GMEBS intends that the income accruing to the Trust shall be excluded from the income of Participating Employers which are political subdivisions or instrumentalities of the State, and such income is derived from the exercise of an essential governmental function as provided for under section 115(1) of the Internal Revenue Code of 1986, as amended (the "Code"), Revenue Rulings 77-261 and 90-74, and other relevant guidance;

WHEREAS, each Participating Employer will execute a Participation Agreement providing that the Participating Employer will deposit its contributions in the Trust Fund, out of which lawful and proper benefits are to be paid; that there will be no disbursements out of the Trust Fund to a Participating Employer except for the payment of benefits unless such disbursement is consistent with irrevocability of the contribution under the Code; and that the Participating Employer will make expense payments as required for Trust administration;

NOW, THEREFORE, GMEBS hereby establishes a Trust to provide as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 Definitions. When the initial letter of a word or phrase is capitalized, it shall have the following meaning:

(a) "Code" means the Internal Revenue Code of 1986, as amended.

(b) "Custodian" means a bank, mutual fund, savings and loan association, insurance company or other qualified entity selected by the Trustees, to hold and administer the assets of the Trust Fund.

(c) "Eligible Employer" means an "employer" as defined in O.C.G.A. § 47-5-2(9), provided that the employer is an agency of the State of Georgia, a political subdivision of the State of Georgia, or an entity whose income is excluded from gross income under Code Section 115.

(d) "GMA" means the Georgia Municipal Association, Inc., an instrumentality of local government organized as a non-profit corporation under the laws of the State of Georgia, or any successor thereto.

(e) "GMEBS" means the Georgia Municipal Employees Benefit System, a public corporation established by an Act of the General Assembly of the State of Georgia, or any successor thereto.

(f) “Governing Authority” means the entity designated as such in the Participating Employer’s Participation Agreement which is authorized to act for the Participating Employer.

(g) “Group Policy” means the terms of the life, health, or other group insurance policy, as applicable, issued by contract to GMEBS from a third party insurance provider.

(h) "Health and Welfare Benefit" means any benefit, premium, and/or payment made in connection with the provision of employee benefits as defined in O.C.G.A. § 47-5-2(7), including, but not limited to, medical, prescription, drug, dental, life, disability and accidental death and dismemberment benefits.

(i) "Investment Fund" means an investment fund that forms part of the Trust Fund as established by the Trustees.

(j) "Investment Manager" means an investment manager selected by the Trustees.

(k) "Plan" means the applicable coverage, benefit plan, or Group Policy under the GMEBS Life and Health Program.

(l) "Participating Employer" means an Eligible Employer which becomes a party to this Trust by executing a Participation Agreement and Declaration as provided in Section 3.02 hereof and which has, by resolution or ordinance, adopted participation in the Trust. This term includes a Participating Employer who has terminated participation in the Trust to the extent there remains any outstanding contributions or premiums to be made or benefits to be paid pursuant to Article X.

(m) "Participating Employer Representative" means the person designated in the Participating Employer's Declaration to represent the Participating Employer in all communications with GMEBS and the Program Administrator.

(n) "Program Administrator" means the program administrator selected by the Trustees. The Program Administrator may be removed and replaced with or without cause by a 2/3 vote of the Trustees. The current Program Administrator is GMA.

(o) "Property" refers to any property, real or personal, or partial interests therein, wherever situated, including, but without being limited to, preferred and common stocks, shares of investment companies, bonds, notes, debentures and mortgages, equipment trust certificates, investment trust certificates, interests in limited liability companies, in partnerships whether limited or general or in any insurance contract, policy, annuity, or other investment media offered by an insurance company, in which trust assets may be invested pursuant to Georgia law.

(p) "Rule" means a policy, procedure, rule or regulation adopted by the Trustees, establishing administrative procedures or interpretations affecting the Trust or Program.

(q) "State" means the State of Georgia.

(r) "Trust" means the trust created and established hereunder.

(s) "Trust Fund" means all such money, property, and all investments made therewith and proceeds thereof and all earnings and profits thereon, less payments made by the Trustees as authorized herein.

(t) "Trust Year" means the twelve (12) month period beginning each January 1 and ending the following December 31 on which the books and records of the Trust are maintained.

(u) "Trustees" means the Board of Trustees of GMEBS.

Section 1.02 **Rules of Construction.** Words used herein in the masculine gender shall be construed to include the feminine gender where appropriate, and words used herein in the singular or plural shall be construed as being in the plural or singular where appropriate.

Accounting terms and principles used herein or applicable hereto shall be as defined and described from time to time by pronouncements and other guidance of the Governmental Accounting Standards Board, or any successor organization.

ARTICLE II

TRUST AND TRUST ADMINISTRATION

Section 2.01 Trust Fund. The Trustees shall receive and accept for the purposes hereof all property paid to the Trust by or at the direction of the Participating Employers and shall hold, invest, reinvest, manage, administer, and distribute property and the increments, proceeds, earnings, and income solely to provide Health and Welfare Benefits as described herein. All assets held by the Trustees in the Trust are referred to herein as the "Trust Fund." The Trustees have the authority to invest and manage the assets of the Trust Fund. All assets shall be held as a pooled trust to provide the Health and Welfare Benefits of any Participating Employer.

Section 2.02 Exclusive Benefit. The Trust is held for the exclusive benefit of employees of a Participating Employer and their dependents; provided, however, that no specific employee or group of employees shall have a vested interest in the Trust Fund. The Trust Fund shall be used solely for providing Health and Welfare Benefits to each Participating Employer's eligible employees and their eligible dependents, pursuant to the Participation Agreement and the terms of the applicable Plan(s), and the payment of reasonable expenses of the Trust. Such expenses include, but are not limited to, expenses arising from the reasonable indemnification of entities performing services for the Plan pursuant to contract, to the extent permitted under applicable law, and payments required under applicable law or imposed on the Trust pursuant to applicable law. No portion of the principal or income of this Trust shall revert to a Participating Employer except in a manner consistent with the Code. Trust assets shall not be used to satisfy the claims of any creditor of any Participating Employer or of the Program Administrator, the Custodian or the Trustees. Trust assets shall not be used to pay any penalties or fines assessed against a Participating Employer. In the event that a penalty is assessed against the Trust as a result of actions or inactions of a Participating Employer, the Trustees or Program Administrator will recoup such penalties or fines from the Participating Employer or take such other actions as are necessary and appropriate to protect the Trust.

Section 2.03 Pooled Trust. The Trust Fund shall be in the form of a pooled trust, in which contributions are pooled. With respect to any Plan offered under the Program that is not provided through a third party insurer Group Policy, the Participating Employers enter this Trust as a mutual covenant of risk sharing and not as a partnership. With respect to insured benefits offered under the Program through a third party insurer Group Policy, the Participating Employer’s obligation is to contribute the amount of the premium required under the Group Policy. No Participating Employer by reason of being a participant in the Trust and contributing to the pool shall be liable to the Trust, to any other Participating Employer, or to any claimant, except for the payment of contributions, fees, expenses, and costs provided for in its Participation Agreement and joinder in the Trust and for any necessary additional assessments levied by the

Trustees to maintain appropriate reserves for the Health and Welfare Trust Fund. Payment of expenses and fees of the Trust in accordance with Section 5.02 shall have priority.

ARTICLE III

PARTICIPATING EMPLOYERS

Section 3.01 **Approval.** The Trustees shall be the sole judge of whether an Eligible Employer is eligible to become a Participating Employer. The Trustees may delegate the authority for membership approval to the Program Administrator.

Section 3.02 **Participation.** An Eligible Employer that is a municipal corporation may become a Participating Employer, by delivering to the Program Administrator an appropriate ordinance of its Governing Authority adopting the Trust, the Participation Agreement, and a Declaration, provided said participation documents are approved by the Trustees or the Program Administrator. The municipal corporation will become a Participating Employer as of the effective date specified in said ordinance. Any other Eligible Employer may become a Participating Employer by delivering to the Program Administrator an appropriate resolution of its Governing Authority adopting the Trust, the Participation Agreement, and a Declaration, provided said participation documents are approved by the Trustees or the Program Administrator. By executing the ordinance (or resolution, if applicable) and Participation Agreement, the Eligible Employer agrees to be bound by all the terms and provisions of this Trust, the Participation Agreement, the Declaration, and the Rules adopted by the Trustees, as amended from time to time. The Participation Agreement and Declaration shall include provisions regarding type of coverage, eligibility of employees, eligibility of dependents, administration of federal law requirements, responsibilities of the Participating Employer, remittance of contributions, and procedures for termination and modification of the Declaration.

Section 3.03 **Continuing as a Participating Employer.** A Participating Employer shall be entitled to continue to be a Participating Employer as determined from time to time by the Trustees. A Participating Employer may terminate participation in the Trust by providing thirty (30) days prior written notice to the Pogram Administrator, subject to the provisions of Section 10.03 of this Trust Agreement and the applicable provisions of the Participation Agreement.

ARTICLE IV

DEPOSITS AND DISBURSEMENTS FROM THE TRUST FUND

Section 4.01 **Trust Deposits.**

(a) The Trustees hereby delegate to the Program Administrator the responsibility for accepting contributions to the Trust and remitting said contributions to the Custodian. In all cases, deposits of contributions shall be treated as actually made only as of the date the funds are accepted as in good order by the Program Administrator.

(b) The Trustees shall: (i) invest and reinvest the Trust Fund, and (ii) pay benefits as described herein from the assets of the Trust (except for benefits payable under any Group Policy) on the order of the Program Administrator or its duly authorized representative, or, if applicable, on the order of a claims administrator hired by the Trustees. The Custodian shall hold such assets on behalf of the Trustees. The Trustees shall account for contributions, income, and payments made to or from the Trust. The Trustees, Custodian and Program Administrator shall not be responsible for funding the Trust Fund to pay benefits due under the Plans and expenses of the Plans, or to meet and discharge any other liabilities of the Plans or the Trust.

(c) Contributions to fund the benefits under the Trust shall be made by each Participating Employer based upon the Health and Welfare Benefits provided under the Plan and the Trustees' determination of the necessary contribution or premium amount, based on the experience of the participants of the Participating Employer and including any underwriting questionnaire and census forms provided by the Participating Employer, as well as any other appropriate classifications, rates, loss experience and other criteria adopted by the Trustees or the Program Administrator. Participating Employers may be rated individually with rates different from the ordinary group rates when the loss experience of the Participating Employer warrants such individual rating as determined by the Trustees or Program Administrator.

(d) Late fees, reinstatement fees, or other charges may be established at the discretion of the Trustees.

Section 4.02 **Trust Payments.** The Trustees or Program Administrator, as applicable, shall make payments and transfers from the Trust to such claims disbursing accounts and expense payment accounts as may be maintained pursuant to the Plan(s), and to Participating Employers, their employees and their spouses and dependents as necessary for proper administration of the Plan(s). Such payments shall be made in such manner, in such amounts, and for such purposes, including the payment of Health and Welfare Benefits under the Plan(s), the payment of expenses of administration of the Program and Trust, and the payment of any refunds of contributions or premiums. The Trustees or Program Administrator, as applicable, shall ensure that any payment from the Trust conforms to the provisions of the Plan(s), the Trust Agreement, and any applicable law. The Trustees and Program Administrator shall not incur any liability or other damage on account of any payment or other distribution made by the Trust in accordance with this Section.

ARTICLE V

ACCOUNTS AND INVESTMENTS

Section 5.01 **Investment of Trust Fund.**

(a) Except as otherwise provided by Rule or as delegated to the Investment Manager or Custodian, the Trustees shall have complete control of the management and investment of the Trust Fund and shall have all powers necessary or convenient to enable it to exercise such control.

(b) The Trustees may invest and reinvest funds held by the Fund in any investments which are legal investments under O.C.G.A. § 47-5-24, and shall have the discretion to decide the allocation of funds among such investments. The Trustees may purchase, acquire, hold, lease, sell, and convey real and personal property, and place funds held herein with banks or trust companies which have corporate trust powers, with insurance companies authorized to do business within the State, and do all such other acts as are permitted by law. The Trustees may hold all or part of the Trust Fund uninvested as may be appropriate to provide reasonable liquidity for the Trust.

Section 5.02 **<u>Administrative Fee or Fees</u>.** The Trustees may establish and revise an administrative fee or fees that may be assessed to Participating Employers to defray the costs of the Trust and Program, in the manner provided under O.C.G.A. § 47-5-27 or in any other manner determined by Rule.

ARTICLE VI

POWERS AND DUTIES OF THE TRUSTEES

Section 6.01 **<u>Powers and Duties</u>**. The Trustees, in administering the Trust, shall have such power and authority (including discretion with respect to the exercise of that power and authority, and the ability to delegate such power and authority) as may be necessary, advisable, desirable, or convenient to the Trustees, in their sole discretion as Trustees and investment fiduciary subject to the provisions of this Trust Agreement, and consistent with O.C.G.A. § 47-5-23 and 47-5-24, including the power and authority:

(a) To make Rules with respect to the Trust and Program that are not inconsistent with the Trust, the Code or applicable law, and to amend or rescind such Rules;

(b) To adopt or amend the form of ordinance, resolution, Participation Agreement, and Declaration required to be adopted and executed by Participating Employers under Section 3.02;

(c) To determine, consistent with the applicable laws, rules or regulations, all questions of law or fact that may arise as to any person or entity claiming rights under the Trust;

(d) Subject to and consistent with the Code and applicable law, to construe and interpret the Trust and to correct any defect, supply any omission, or reconcile any inconsistency in the Trust;

(e) To adopt and amend investment policies, guidelines, restrictions and requirements;

(f) To adopt and amend Plan(s) to provide Health and Welfare Benefits to eligible participants under the Program;

(g) To contract with municipal corporations and other public bodies of the State and private entities or persons for the use or furnishing of services and facilities necessary, useful, or incident to providing Health and Welfare Benefits under the Program, including but not limited to services and facilities concerning administration of claims; maintenance of provider networks; investment of Trust assets; promotion of membership in the Trust; actuarial services; underwriting services; accounting services; stop-loss coverage in such aggregate and specific amounts as the Trustees deem appropriate; maintenance of records and accounts; and any other services or facilities deemed by the Trustees to be necessary or useful for the sound operation of the Program or Trust Fund;

(h) To establish the terms for providing Health and Welfare Benefits under the Program through the use of insurance companies, self-funding, or other funding method as determined by the Trustees;

(i) To rate each Participating Employer for purposes of determining the contributions and premiums necessary for participation in the Plan and Trust;

(j) To maintain appropriate reserves for known incurred losses and loss adjustment expenses and for estimated but not reported losses and to assess Participating Employers pro rata an amount deemed by the Trustees to be sufficient to maintain appropriate reserves;

(k) To employ legal counsel;

(l) To employ and contract with actuaries, auditors, accountants, investment advisers, investment brokers, consultants, and other Program service providers;

(m) To collect and disburse all funds due and payable under the Trust;

(n) To provide for and promulgate all the rules, regulations, procedures and forms that are deemed necessary or desirable in contracting with Participating Employers, in fulfilling the purpose of providing Health and Welfare Benefits, and in maintaining proper records and accountings;

(o) To bring and defend actions, sue and be sued, and plead and be impleaded;

(p) To expend funds for the purchase of fidelity and surety bonds and liability insurance for the protection and indemnification of Trustees in the performance of their duties;

(q) To expend funds for the reasonable expenses of Trustees while engaged in the performance of their duties;

(r) To employ insurance companies, banks, trust companies, and investment brokers as agents for the keeping of records and the receipt and disbursement of funds held by or due the Trustees;

(s) To accept gifts and donations of Property of every nature and use such Property for the purposes of this Trust;

(t) To provide for termination of the Trust and disbursement of assets as permitted by law and the terms of this Trust;

(u) To exercise generally any of the powers of an owner with respect to all or any part of the Trust Fund; and

(v) To take all actions consistent with this Trust Agreement necessary or appropriate to administer or carry out the purposes of the Trust; provided, however, the Trustees need not take any action unless in their opinion there are sufficient Trust assets available for the expense thereof.

Section 6.02 Delegation by Trustees. In addition to the powers stated in Section 6.01, the Trustees may from time to time delegate to an individual, committee, or organization certain of its fiduciary responsibilities and other responsibilities under the Trust and/or Participation Agreement. Any such individual, committee, or organization may be an agent of the Trustees under the common law of agency, may be an independent contractor, or may serve in both capacities. Any such individual, committee, or organization shall remain a fiduciary with respect to any delegated fiduciary duty and shall remain responsible to fulfill any other delegated responsibility until such delegation is revoked by the Trustees, which revocation may be without cause and without advance notice. Such individual, committee, or organization shall have such power and authority with respect to such delegated fiduciary responsibilities and other responsibilities as the Trustees have under the Trust and/or Participation Agreement. Such delegation may be evidenced by contract or other action of the Trustees, including ratification of the actions of an agent.

Section 6.03 Agreements with the Program Administrator. The Trustees may enter into agreements and contracts with the Program Administrator for any purpose related to the Trust including contracts and agreements for administrative services, personnel, reimbursement of expenses, and institutional value and licensing. The contract or agreement may specify the compensation to be paid by the Trustees to the Program Administrator and such other terms as the parties mutually agree.

ARTICLE VII

LIMITATIONS OF RESPONSIBILITY AND INDEMNIFICATION

Section 7.01 Limitations of Responsibility of Members of the Board of Trustees. The Trustees' responsibilities and liabilities shall be subject to the following limitations:

(a) The Trustees shall have no duties other than those expressly set forth in this Trust Agreement and those imposed on the Trustees by applicable laws.

(b) The Trustees and the Program Administrator shall not be responsible for any particular federal, state or local income, payroll or other tax consequence or penalty to a Participating Employer or an eligible employee, spouse or dependent, and shall not be responsible for any tax reporting obligation relating to payments or disbursements to such persons, except to the extent such reporting obligation is otherwise required by law.

(c) The Trustees shall be responsible only for money and property actually received by the Trust, and then to the extent described in this Trust.

(d) The Trustees shall not be responsible for the correctness of any determination of payments or disbursements from the Trust Fund.

(e) No member of the Board of Trustees shall have any liability for the acts or omissions of any predecessor or successor in office.

(f) The Trustees shall have no liability for (i) the acts or omissions of any Investment Manager or Managers; (ii) the acts or omissions of any insurance company; (iii) the acts or omissions of any Investment Fund; (iv) the acts or omissions of any Custodian; (v) the acts or omissions of the Program Administrator; (vi) the acts or omissions of any contractor, or (vii) the acts or omissions of any Participating Employer.

Section 7.02 **<u>Indemnification of Members of the Board of Trustees</u>**. The Trust shall, and hereby does, to the extent permitted by law, indemnify the Trustees, including persons who have served as such in the past or who are heirs, executors, or administrators thereof, against expenses (including attorney's fees), penalties, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any actual or threatened proceeding of any kind, arising by reason of the fact that any such person is or was a member of the Board of Trustees, and shall advance to such person expenses reasonably incurred in defending any such proceedings as permitted by law. Such indemnity shall apply, however, only if, in connection with the matter at issue, the person claiming indemnity hereunder acted in good faith and in a manner he or she reasonably believed was in the best interests of the Trust. This indemnity does not extend to any acts of the person seeking indemnity which involve gross negligence or willful misconduct, or are materially in breach of the Trust Agreement, or any by law. The Trustees may obtain and may rely on a written opinion of independent legal counsel on any issues of good faith, reasonable belief, or breach, or on any and all other issues that may bear on the application of this indemnity.

ARTICLE VIII

<u>ACCOUNTS AND RECORDKEEPING</u>

Section 8.01 **<u>Maintenance of Records.</u>** The Trustees shall maintain or cause to be maintained suitable records, data, and information relating to their responsibilities hereunder. The Trust's books and records relating thereto shall be open to inspection at reasonable times, in accordance with applicable law.

Section 8.02 **Independent Audit.** The Trustees shall cause an independent audit of the Trust Fund to be performed annually, with results reported to all Participating Employers.

ARTICLE IX

RELIANCE ON COMMUNICATIONS

Section 9.01 **Certification of Program Administrator.** The Trustees may rely upon a certification of the Program Administrator with respect to any instruction, direction, or approval of such Program Administrator and may continue to rely upon such certification until a subsequent certification is filed with the Trustees. The Trustees shall have no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as fully authorized by the Program Administrator.

Section 9.02 **Certification of Other Providers.** The Trustees and the Program Administrator shall be protected further in relying upon a written certification that purports to be from any Custodian, Investment Manager, insurance company, mutual fund, or other Program service provider as to the person or persons authorized to give instructions or directions on behalf of such Custodian, Investment Manager or insurance company, mutual fund, or other Program service provider and continue to rely upon such certification until a subsequent written certification is filed with the Trustees.

Section 9.03 **Certification of Participating Employers.** The Trustees and the Program Administrator may rely upon a certification from a Participating Employer with respect to any information requested. The Trustees and the Program Administrator shall have no duty to make any investigation or inquiry as to any statement contained in any certification, but may accept the same as complete and accurate.

ARTICLE X

AMENDMENT AND TERMINATION

Section 10.01 **Amendment.** This Trust Agreement may be amended by the Trustees at any time and in any manner permitted by applicable State law and not inconsistent with Code Section 115, as amended from time to time. Notice of such Amendment shall be provided to the Participating Employers, Program Administrator and Custodian within a reasonable period thereafter.

Section 10.02 **Termination.** This Trust has been established with the bona fide intention that it shall be continued in operation indefinitely and that the premiums and/or contributions to the pool shall continue for an indefinite period. However, the Trustees reserve the right at any time to terminate the Trust by a written instrument to that effect executed by the Trustees. In the event of such termination, Participating Employer premiums and/or contributions (other than duly authorized assessments and any outstanding amounts due to the Trust) shall cease as of the effective date of termination established by the Trustees. GMEBS, the Program Administrator, and any third party insurers under the Program will not be responsible for any claims incurred following said termination date (except as otherwise provided under any Group Policy). The assets remaining in the Trust Fund as of the termination date shall continue to be used and applied, to the extent available, for the:

(a) payment of self-funded Health and Welfare Benefits under the Plan(s) with respect to claims incurred prior to such termination and administrative and other expenses and obligations incurred prior to the termination effective date; and

(b) payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the Trust Fund shall be distributed on a pro rata basis to Participating Employers who are participating in the Trust as of the effective date of termination in accordance with and subject to any applicable Rules established by the Trustees. In no event shall Trust Fund assets be distributed to an entity that is not a state, a political subdivision of a state, or an entity whose income is excluded from gross income under Code Section 115.

Section 10.03 **<u>Effect of Termination of or by Participating Employer</u>**. In the case of the complete or partial termination of the Trust by the Trustees as to one or more Participating Employers or in the case of termination of participation by a Participating Employer, the Participating Employer's premiums and/or contributions (other than duly authorized assessments and any outstanding amounts due to the Trust) shall cease as of the effective date of termination and the assets then remaining in the Trust Fund shall continue to be used and applied, to the extent available, for the (a) payment of Health and Welfare Benefits under the Program with respect to claims incurred prior to such termination and other expenses and obligations arising prior to such termination; and (b) payment of reasonable and necessary expenses incurred in such termination. The Trust shall remain in full effect with respect to each Participating Employer that does not terminate its participation in the Trust, or whose participation is not terminated by the Trustees.

ARTICLE XI

<u>MISCELLANEOUS</u>

Section 11.01 **<u>Construction and Governing Law</u>.**

(a) This Trust Agreement shall be construed, enforced and administered and the validity thereof determined in accordance with the Code and the laws of the State of Georgia. If any provision of the Trust Agreement is held to violate the Code or Georgia law, or to be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise affect the Trust.

(b) The headings and subheadings in this Trust Agreement are inserted for convenience of reference only and are not to be considered in the construction of any provision of the Trust Agreement.

(c) In resolving any conflict among provisions of this Trust Agreement and in resolving any other uncertainty as to the meaning or intention of any provision of this Trust Agreement, the interpretation that (i) causes the Trust to be exempt from tax as a governmental instrumentality under Code Section 115, and (ii) causes the Trust to comply with all applicable requirements of the Code and the laws of the State of Georgia shall prevail over any different interpretation.

Section 11.02 **Parties Bound.** This Trust Agreement shall be binding upon the Trustees and all Participating Employers, and, as the case may be, the delegates, successors, and assigns of each of them.

Section 11.03 **Necessary Parties to Disputes.** Necessary parties to any accounting, litigation, or other proceedings relating to the Trust Agreement shall include only the Trustees. The settlement or judgment in any such case in which the Trustees are duly served or cited shall be binding upon the Participating Employers, and upon all persons claiming by, through, or under them.

Section 11.04 **Severability.** If any provisions of the Trust Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Trust Agreement shall continue to be fully effective.

Section 11.05 **Supersession.** The terms of the Trust Agreement shall supersede any previous oral or written agreement between the parties to this Trust pertaining to matters that are the subject of the Trust.

Section 11.06 **Nonassignment.** No Participating Employer may commute, sell, assign, transfer, or otherwise convey any right it may have under the Trust. The assets held under this Trust shall not be subject to the rights of the creditors of the Participating Employers, the Trustees, the Custodian or the Program Administrator, and shall be exempt from execution, attachment, prior assignment or any other judicial relief or order for the benefit of creditors or other third person.

Section 11.07 **Erroneous Payments.** If the Trustees or the Program Administrator make any payment that according to the terms of the Trust and the benefits provided hereunder should not have been made, the Trustees or Program Administrator may recover that incorrect payment, by whatever means necessary, whether or not it was made due to the error of the Trustees or Program Administrator, from the person to whom it was made or from any other appropriate party. For example, the Trustees or Program Administrator may deduct the amount of the incorrect payment when making any future payments to that Participating Employer.

Section 11.08 **Release.** Any payment to any Participating Employer or its designee shall, to the extent thereof, be in full satisfaction of the claim of such Participating Employer being paid thereby and the Trustees or Program Administrator may condition payment thereof on the delivery by the Participating Employer or its designee of the duly executed receipt and release in such form as may be determined by the Trustees or Program Administrator.

IN WITNESS WHEREOF, this Trust Agreement has been executed by the undersigned on the date indicated. This Trust Agreement shall be effective June 22, 2014.

BOARD OF TRUSTEES,
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM

D. Tamar Norton
Secretary

Dated: June 22, 2014

Attest: Calvin Wray

AGREEMENT BETWEEN THE CAMDEN COUNTY BOARD OF COMMISSIONERS AND THE CITY OF KINGSLAND, GEORGIA FOR THE LEASE OF TWO (2) ADVANCE LIFE SUPPORT AMBULANCES

This AGREEMENT is made and entered into this ______day of _________________, 2014, by and between the Camden County Board of Commissioners, a political subdivision of the State of Georgia, as party of the first part, and the City of Kingsland, Georgia, as party of the second part.

INTRODUCTION:

The Camden County, Georgia Emergency Medical Services Agreement is an agreement between the City of Kingsland, Georgia; City of Kingsland Fire Rescue and Camden County, Georgia Board of Commissioners; Camden County Fire Rescue for the lease of two (2) advance life support ambulances. If agreed upon the lease agreement will commence on the date first above written and terminate on December 31, 2014 with renewal through December 31, 2015 unless changed, modified or cancelled as per the agreement.

PURPOSE:

The purpose of this lease agreement is to enable Camden County Fire Rescue to provide an additional 911 zone for Emergency Medical Services. Camden County will purchase a new ambulance for the continuation of the zone. This lease agreement will remain in place until the delivery of the new vehicle.

A. **EQUIPMENT:**

The City of Kingsland, Georgia and the City of Kingsland Fire Rescue agree to lease to Camden County, Georgia Board of Commissioners; Camden County Fire Rescue, two Advance Life Support ambulances equipped with the minimum equipment and supplies as specified in the Rules of the Georgia Department of Public Health, Georgia Office of EMS/Trauma for the annual sum of one dollar. Camden County will be responsible for the maintenance and insurance associated with the use of any leased vehicles and the same will be returned to the City of Kingsland upon termination of this contract in a state of good repair less normal wear and tear associated with anticipated fire rescue use.

B. MODIFICATION:

This Agreement may be modified or amended or cancelled at any time with thirty (30) day notice by mutual consent. Such amendment shall be in writing with said writing signed by both parties.

C. TERM:

The term of this agreement shall be for one (1) calendar year after first renewal at which time the agreement will be reviewed by both parties for continuation of the agreement.

BOARD OF COUNTY COMMISSIONERS:

This ______ day of ________________, 2014

____
James H. Starline, Chairman
Camden County Board of Commissioners

ATTEST: _______________________________
Kathryn A. Bishop, County Clerk

CITY OF KINGSLAND, GEORGIA:

This ______ day of ________________, 2014

____
Kenneth E. Smith, Mayor
City of Kingsland

ATTEST: ________________________________
Linda M. O'Shaughnessy, City Clerk