



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • MAY 11, 2015

Regular Meeting

City Council Chamber

6:00 PM

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

I. CALL TO ORDER AND WELCOME GUESTS

II. INVOCATION AND PLEDGE TO THE FLAG

III. ROLL CALL

Kenneth E Smith Sr

Alex Blount

Jim McClain

Charles Grayson Day Jr

Mayor

Mayor Pro Tem

City Councilman

City Councilman

IV. CONSENT DOCKET

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

V. GRANTING AUDIENCE TO THE PUBLIC

VI. OLD BUSINESS

VII. PLANNING AND ZONING

- 1. Adoption Of: Resolution #2015-08: Resolution Accepting Property -
- 2. Approval Of: Quit-Claim Deed Between Citizens State Bank and COK -
- 3. APPLICATION FOR HOME OCCUPATION – Stacy Brantley -

Stacy Brantley, 892 May Creek Dr is requesting a Home Occupation Permit for “Sew Much and More”. Zoning is R-1. Planning Commission Recommends Approval.

- 4. APPLICATION FOR HOME OCCUPATION – Natausha Saylor -

Natausha Saylor, 105 Bright Morning Ct is requesting a Home Occupation Permit for “Jade Grace”, making handmade little girls dresses & outfits. Zoning is R-1. Planning Commission Recommends Approval.

5. APPLICATION FOR HOME OCCUPATION – Jeffery S Lightfoot -

Jeffery S Lightfoot, 70 Pecan St is requesting a Home Occupation Permit for “Yard Scapes”, a yard care and landscaping business. Zoning is R-5. No one was present to represent the applicant for the second time. Planning Commission Recommends Denial.

6. APPLICATION FOR HOME OCCUPATION – Adam Mathis -

Adam Mathis, 127 Lakewood Dr is requesting a Home Occupation Permit for “Bigger than the Sky Designs” printing and selling T-Shirts online. Zoning is R-1. No one was present to represent the applicant for the second time. Planning Commission Recommends Denial.

VIII. NEW BUSINESS

1. APPROVAL OF: FY 2014/15 Mid-Year Budget Revisions -

2. Proclamation: Honoring Mental Health Month, May 2015 -

3. Proclamation: National Public Works Week, May 17 - 23, 2015 -

4. Approval - MOU Service Agreement for IT Services -

5. Adoption Of: Ordinance 2015-07 - an Ordinance to Amend Ordinance #2015-06 -

Establishing Water and/or Sewer rate schedules, deposits, service rules, cut-on and cut-off procedures for locations within and outside the City of Kingsland and for other purposes.

6. Adoption Of: Ordinance #2015-08 - Kingsland Code of Ethics - Mayor Pro Tem Alex Blount

7. Bid Award: Knuckle Boom Trash Loader with Dump Body -

Staff recommends awarding the bid to the low bidder, TransPro for the 2016 Kenworth T370, 30 CUYP.

8. Purchase Approval: Refurbish Street Sweeper (Sole Source) -

Staff recommends purchase with additional options.

9. Resolution of Support - Tarrow Greene Limited Partnership - Mayor Kenneth E Smith Sr

A resolution to endorse an application by Tarrow Greene Limited Partnership to the Georgia Department of Community Affairs for the 2015 low income housing tax credit program for the construction of the Tarrow Greene multifamily complex to be located at Camden Woods Parkway, Kingsland, Georgia.

- 10. Election of GMA District 12 Officers for 2015-2016 -
- 11. Mayor and Council Voting Delegate (Proxy) for GMA Annual Savannah Membership Business Meeting -
- 12. Cancellation of City Council Meeting May 25, 2015 - Memorial Day -

IX. MAYOR AND COUNCIL ANNOUNCEMENT

X. ADJOURNED

RESOLUTION ACCEPTING PROPERTY

WHEREAS, the City of Kingsland has previously approved the subdivision plat of The Meadows Phase 2 - Section "A" Subdivision, as more fully and accurately shown and described on that certain plat of survey by Joe P. Davis, Georgia Registered Land Surveyor No. 1436, dated May 9, 1989, recorded in Plat Drawer 7, Map No. 89, Camden County, Georgia, records and the plat of The Meadows Phase 2 - Section "B" Subdivision, prepared by Park D. Privett, Jr., Georgia Registered Land Surveyor No. 2218, dated April 12, 1993, recorded in Plat Drawer 9, File No. 220, Camden County, Georgia, records; and

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

WHEREAS, Citizens State Bank has tendered to the City of Kingsland a deed conveying all of Woodbridge Road, Elm Court, Fern Court, Marcia Drive, Merriwood Circle, Ridgemont Court, Grassmere Street, an un-named road lying to the south of Lot 248 and north of Lot 378, and all of that 10-foot nature area and non-access strip bordering Lots 142 through 154, inclusive, within The Meadows Phase 2 - Section "A" Subdivision and all utility and drainage easement rights dedicated on that certain plat of survey of The Meadows Phase 2 - Section "B" within said subdivision, which deed is acceptable to the City of Kingsland;

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND, GEORGIA, that the deed from Citizens State Bank, to the City of Kingsland, Georgia, conveying the aforesaid streets, structures, nature area and non-access strip and easements within the subdivisions, dated _____, is hereby accepted by the City of Kingsland.

THIS _____ day of _____, 2015.

CITY OF KINGSLAND, GEORGIA

By: _____ (SEAL)
Its Mayor

Attest: _____ (SEAL)
Its Clerk

Attachment: Resolution 2015-08 (1349 : Adoption Of: Resolution #2015-08: Resolution Accepting Property)

Please return to:
 Gilbert, Harrell, Sumerford & Martin, P.C.
 Attorneys at Law
 P. O. Box 7050
 St. Marys, GA 31558
 (35619)

STATE OF GEORGIA

COUNTY OF CAMDEN

QUIT-CLAIM DEED

THIS INDENTURE, made this 10th day of April, 2015,
 between, and CITIZENS STATE BANK, a Georgia banking corporation, of the
 first part, and the CITY OF KINGSLAND, a municipal corporation of the State of
 Georgia, of the second part.

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

All of Woodbridge Road, Elm Court, Fern Court, Marcia Drive,
 Merriwood Circle, Ridgemont Court, Grassmere Street, an un-
 named road lying to the south of Lot 248 and north of Lot 378, and
 all of that 10-foot nature area and non-access strip bordering Lots
 142 through 154, inclusive, as more fully and accurately shown
 and described on that certain plat of survey of The Meadows Phase
 2 - Section "A" Subdivision, prepared by Joe P. Davis, Georgia
 Registered Land Surveyor No. 1436, dated May 9, 1989, recorded
 in Plat Drawer 7, Map No. 89, Camden County, Georgia, records,
 together with all water lines, sanitary sewer, storm lines, and
 associated structures lying therein, and all easement rights
 dedicated by the plat referenced above.

There is also conveyed all utility and drainage easement rights
 dedicated on that certain plat of survey of The Meadows Phase 2 -
 Section "B" Subdivision, prepared by Park D. Privett, Jr., Georgia
 Registered Land Surveyor No. 2218, dated April 12, 1993, recorded
 in Plat Drawer 9, File No. 220, Camden County, Georgia, records.

Attachment: quit claim deed (1348 : Approval Of: Quit-Claim Deed Between Citizens State Bank and COK)

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

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

CITIZENS STATE BANK, a Georgia
banking corporation

By: [Signature] V.P. (SEAL)
Its Vice President

Attest: [Signature] (SEAL)
Its Vice President

Signed, sealed, and delivered
in the presence of:

[Signature]
Witness

[Signature]
Notary Public
Notary Public, Camden County, Georgia
My Commission Expires Jan. 9, 2016

Attachment: quit claim deed (1348 : Approval Of: Quit-Claim Deed Between Citizens State Bank and COK)

CLERK'S CERTIFICATE

I, Linda O'Shaughnessy, the duly appointed, qualified and acting Clerk of the City of Kingsland, Georgia, do hereby certify that the attached resolution was duly adopted by the Mayor and Council of the City of Kingsland, Georgia, at its regular meeting held on _____, 2015, and I do further certify that the copy of the resolution is a true and correct copy of said resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said City this _____ day of _____, 2015.

Linda O'Shaughnessy

Attachment: quit claim deed (1348 : Approval Of: Quit-Claim Deed Between Citizens State Bank and COK)

**City of Kingsland
Proposed Revised
FY 2014/15 Budget**

	Department	FY 14-15 Original Budget	FY 14-15 Mid- Year Revised Budget	Variance from FY 14-15 Original Budget to FY 14-15 Recomm'd Revised		Reason for Change From Original Budget to Recommended Revised Budget
				% Change	\$ Increase / Decrease	
General Fund	General Fund Revenues	\$10,097,498	\$9,860,864	-2.34%	-\$236,634	Contingency change of \$249,545 to \$427,815. Increases in franchise taxes, real estate transfer taxes, intangible taxes, and timber sale offset by decreases in fines and forfeitures and building permits.
	Administration	\$1,058,983	\$1,054,741	-0.40%	-\$4,242	Increases in repairs and maintenance and reallocation of court technology expenses offset by reduction in electricity and loan payments. Reduction in electricity to account for MSB electricity in IT and finance.
	Information Technology	\$228,337	\$233,337	2.19%	\$5,000	Overall increase in electricity originally accounted for in administration.
	Finance	\$298,513	\$299,278	0.26%	\$765	Overall increase in health insurance based on employee participation and electricity offset by a reduction in travel. Electricity originally accounted for in administration. Reallocation of capital outlay budget for copier to small equipment for copier and printer.
	Municipal Court	\$596,002	\$481,084	-19.28%	-\$114,918	Overall decrease in salaries from transferring court employee to vacant position in finance and \$102,000 decrease in fine add-ons.
	Police	\$3,210,944	\$2,905,977	-9.50%	-\$304,967	Overall decrease in salaries, travel, training, auto parts, uniforms, fuel, and capital lease payments offset by an increase in grant matching funds. Anticipated DOJ Body-worn Camera grant for 24 cameras (\$36,000) funded 50/50 with grant and matching funds.
	Fire	\$1,942,980	\$1,942,980	0.00%	\$0	Increase in salaries offset by decreases in benefits and overtime due to restructuring overtime and part-time employee schedules. Reallocated capital outlay budget for roof replacement to overdue repairs and maintenance. Roof replacement approved in SPLOST VI funding.
	Public Works	\$1,682,050	\$1,681,850	-0.01%	-\$200	Overall increases in repairs and maintenance offset by a reduction in auto parts.
	Planning & Zoning	\$437,044	\$428,463	-1.96%	-\$8,581	Overall decrease in salaries based on timing of hiring new building inspector and sharing receptionist with administration department offset by salary adjustment for current building inspector.
	Economic Development	\$87,241	\$84,480	-3.16%	-\$2,761	Overall decrease from reducing one-time funding for planter/mural maintenance (\$10,000 to \$1,000) to lamp post banners (\$5,625) offset by an increase to communications.
	Fleet Services	\$305,859	\$320,859	4.90%	\$15,000	Increase for capital outlay purchase of (1) pick-up truck (\$20,000), general fund allocation \$15,000 and water/sewer \$5,000. Reallocation of capital outlay for HD truck scanner to travel/training.
	General Fund Total Expenditures	\$9,847,953	\$9,433,049	-4.21%	-\$414,904	

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				% Change	\$ Increase / Decrease	
Solid Waste	Solid Waste Revenues	\$1,073,575	\$1,140,344	5.86%	\$66,769	Contingency change of \$104,191 to \$89,156. Increase in revenue to account for insurance recovery for garbage truck accident \$90,837 offset by a reduction in revenues for contracted services by \$18,000 and a reduction from the original estimated cost on the limb wagon by \$7,000. Reallocated funding for limb wagon from capital lease to SPLOST VII funding.
	Expenses	\$969,384	\$1,051,188	7.78%	\$81,804	Increase resulting from garbage truck repair and other repairs offset by decrease in capital lease payments for limb wagon, auto parts, and fuel.
Water/Sewer Fund	Revenues for Water/Sewer Fund	\$7,793,700	\$8,968,206	15.07%	\$1,174,506	Contingency change of \$685,417 to \$690,413. Increase in revenues from SPLOST funding allocated to water/sewer projects offset by project expenses in operations department.
	Administration	\$514,801	\$516,371	0.30%	\$1,570	Slight increases in repairs and maintenance offset by decreases in fuel and electricity.
	Information Technology	\$22,717	\$23,272	2.44%	\$555	Increase in electricity previously accounted for in administration.
	Finance	\$168,483	\$168,958	0.28%	\$475	Overall increase in health insurance based on employee participation and electricity offset by a reduction in travel. Electricity originally accounted for in administration. Reallocation of capital outlay budget for copier to small equipment for copier and printer.
	Fleet Services	\$101,015	\$106,015	4.95%	\$5,000	Increase for capital outlay purchase of (1) pick-up truck (\$20,000), general fund allocation \$15,000 and water/sewer \$5,000. Reallocation of capital outlay for HD truck scanner to travel/training.
	Operations	\$6,301,267	\$7,463,177	18.44%	\$1,161,910	Overall increase for water/sewer projects funded by SPLOST, repairs and maintenance, and supplies offset by decrease in salaries and benefits due to vacant positions. SPLOST projects North Force Main (\$2.7M), Sheffield (\$535k), and machinery & equipment.
	Water/Sewer Fund Total Expenses	\$7,108,283	\$8,277,793	16.45%	\$1,169,510	

**City of Kingsland
Proposed Revised
FY 2014/15 Budget**

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				% Change	\$ Increase / Decrease	
Other Funds	Revolving Loan Fund	\$3	\$3	0.00%	\$0	Close out revolving loan program. No change.
	Confiscated Assets Fund	\$135,100	\$135,100	0.00%	\$0	Federal, State, & CISCO confiscated funds. No change.
	EPA Grant Fund	\$938,950	\$938,950	0.00%	\$0	EPA grant funding with local match for North Force Main project. No change.
	DOT Grant Fund	\$0	\$15,833	100.00%	\$15,833	Final DOT grant funds received on Garfunkel Project.
	Multiple Grant Fund	\$417,008	\$461,904	9.72%	\$44,896	Increase to account for DOJ Body-worn Camera grant (\$18,000) and matching funds (\$18,000), LMIG 2013 match (\$7,896), and additional funds received in Health & Wellness grant (\$1,000).
	Georgia Gateway CID	\$14,900,000	\$14,900,000	0.00%	\$0	Special Revenue Fund used to account for the component unit whose purpose is to account for the activities of the community improvement district. Budgeted funds represent anticipated GEFA loan.
	CVB Fund (Tourism)	\$369,441	\$389,439	5.14%	\$19,998	Revenues are based at 44% of estimated Hotel/motel tax revenues & merchandise sales. Increase in revenues for contracted services.
	Hotel/Motel Tax Fund	\$750,000	\$750,000	0.00%	\$0	Based on hotel/motel tax revenues anticipated. No change.
	Downtown Development Authority Fund	\$12,305	\$12,305	0.00%	\$0	Funded by DDA fundraising events. All expenses paid directly from the DDA checking account. No change.
	Kingsland Development Authority	\$130,852	\$118,956	-10.00%	-\$11,896	Special Revenue Fund used to account for the blended component unit whose purpose is to finance construction of City's public buildings. Decrease in payments resulting from refinancing loan in December 2014 from 4.25% to 3% interest rate.
	SPLOST Fund #6	\$1,453,950	\$1,195,839	-21.58%	-\$258,111	Based on remaining projects approved for SPLOST VI agreement. EPA grant match originally accounted for in SPLOST VI is now accounted for in SPLOST VII.
	SPLOST Fund #7	\$2,598,000	\$3,121,621	16.77%	\$523,621	Based on funds available for projects outlined in the SPLOST VII agreement. EPA grant match originally accounted for in SPLOST VI is now accounted for in SPLOST VII.
	General Debt Service	\$293,842	\$267,949	-9.66%	-\$25,893	Based on current lease payments for governmental funds. Reductions in current year lease for police cars due to timing of 1st payment and in KDA loan due to refinancing loan.
	Debt Service Revenue Bond	\$127,500	\$127,500	0.00%	\$0	17% of the hotel/motel tax is accounted here for the bond payment of the welcome center. No change.

City of Kingsland



Proclamation

Honoring MENTAL HEALTH Month 2015

WHEREAS, mental health is essential to the overall health and well-being of every individual; and

WHEREAS, one in five Americans adults will have a diagnosable mental health condition in any given year; and

WHEREAS, fifty percent of Americans will meet the criteria for a diagnosable mental health condition sometime in their life, and half of those people will develop conditions by the age of 14; and

WHEREAS, mental health helps to sustain an individual's thought processes, relationships, productivity, and ability to adapt to change or face adversity; and

WHEREAS, early identification and treatment can make a profound difference in successful management of mental illness and recovery; and

WHEREAS, it is important to maintain mental health and learn the symptoms of mental illness in order to get help when it is needed; and

WHEREAS, every citizen and community can make a difference in helping end the silence and stigma that for too long has surrounded mental illness and discouraged people from getting help

WHEREAS, a healthier community can be created when its citizens, government agencies, and business entities share the responsibility to promote mental wellness and support prevention efforts.

NOW, THEREFORE, IT IS PROCLAIMED by the Mayor and City Council of the City of Kingsland, Georgia, proclaims the month of May as **MENTAL HEALTH MONTH** and urge the citizens of Kingsland to work together to increase awareness and understanding of mental health.

"MENTAL HEALTH MONTH"

FURTHER, I urge all citizens, government agencies, public and private institutions, businesses and schools in Kingsland, Georgia to recommit our individual and collective efforts to increasing awareness and understanding of mental health, the steps all citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

RESOLVED by the Mayor of the City of Kingsland, Georgia on this 11th day of May in the year of our Lord 2015.

CITY OF KINGSLAND, GEORGIA

By: Kenneth E. Smith, Sr.
Kenneth E. Smith, Sr., Mayor

Attest: _____
Linda O'Shaughnessy, City Clerk

Attachment: mental health month (1345 : Proclamation: Honoring Mental Health Month, May 2015)

City of Kingsland, Georgia



Proclamation declaring May 17 – 23, 2015 as National Public Works Week

WHEREAS, public works infrastructure, facilities and services are of vital importance to sustainable communities and to the health, safety and well-being of the people of Kingsland, Georgia; and,

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees from State and local units of Government and the private sector, who are responsible for and must plan, design, build, operate, and maintain the transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential to serve our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the United States of America to gain knowledge of and to maintain a progressive interest and understand the importance of public works and public works programs in their respective communities,

WHEREAS, the year 2015 marks the 55th annual National Public Works Week sponsored by the American Public Works Association be it now,

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of Kingsland, Georgia, do hereby designate the week May 17-23, 2015 as National Public Works Week; and I urge all our people to join with representatives of the American Public Works Association and government agencies in activities and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our national health, safety, welfare and quality of life.

IN WITNESS WHEREFORE, I have hereunto set my hand this 11th day of May, in the year of our Lord, 2015.

ATTEST:

CITY OF KINGSLAND

Linda O'Shaughnessy,
City Clerk

Kenneth E. Smith Sr. Mayor

Attachment: dpw Proclamation (1347 : Proclamation: National Public Works Week, May 17 - 23, 2015)

STATE OF GEORGIA
COUNTY OF CAMDEN

**INTERGOVERNMENTAL SERVICES AGREEMENT FOR
INFORMATION TECHNOLOGY SERVICES**

This Intergovernmental Services Agreement for Information Technology Services is entered into this ____ day of _____, 2015, by and between the CITY OF KINGSLAND, hereinafter called "Kingsland" and the CAMDEN COUNTY BOARD OF COMMISSIONERS, hereinafter called "County".

WITNESSETH

WHEREAS, Kingsland operates an Information Technology Department for the purpose of strategically performing various technical functions related to the maintenance and support of the City's IT infrastructure, performing routine audits and maintenance of hardware and software, installing and configuring new hardware and software, software selection, testing, and installation, providing end-user technical support and training opportunities to all departments and staff, and other related duties, and

WHEREAS, the County is currently operating its own Information Technology Department, providing similar services and operating in a similar manner, and

WHEREAS, the County desires to contract with Kingsland, and Kingsland desires to contract with the County, to provide occasional assistance through its respective Information Technology Department to aid each other with services related to aforementioned services and functions, and

WHEREAS, Kingsland, as a government, is authorized by §O.C.G.A. 36-34-2(5) to enter into intergovernmental services agreements; and

WHEREAS, the Camden County Board of Commissioners is authorized to make and execute contracts with municipalities in the same county where the City of Kingsland is located;

NOW THEREFORE, in consideration of the mutual conditions, covenants, and performances called for herein, the parties hereto agree:

- A. Kingsland will provide to the County and the County will provide to Kingsland, on an as-needed and as-available basis, Information Technology support assistance to include, but not limited to, the following, as directed by the County Administrator and/or City Manager or their designated personnel.
 - 1. Joint projects including data backup and networking
 - 2. Helpdesk support
 - 3. Tools, software (as allowed by licensing agreements), and equipment

4. Projects requiring additional help
 5. Network design and troubleshooting
 6. Best practices
 7. Management systems
 8. Other duties as assigned
- B. The County agrees to pay to Kingsland, and Kingsland agrees pay the County, as compensation for providing the IT services described in Section A above. Billing for services described in Section A above shall be on an hour by hour basis in accordance with the rates as shown on Exhibit A, as amended from time to time as necessary, which is attached and incorporated by reference in this agreement.
- C. Kingsland will provide the County, and the County will provide Kingsland with a monthly statement for services rendered, to include any accrued mileage. The County and Kingsland will submit payments due in a timely manner. It is understood that compensation as called for in this paragraph may change on annual basis, to be agreed upon by both parties.
- D. It is further understood that there will be times when the County and Kingsland will be unable to provide the said assistance services due to vacation and sick days, current or pressing projects, or an unforeseen circumstance. If such an event occurs, the County and Kingsland will make every effort to provide appropriate staffing assistance.
- E. This agreement shall terminate on December 31, 2015 and is renewable annually thereafter unless first terminated by either party. This agreement may be terminated by either party upon the following terms and conditions:
1. Notice must be provided in writing, and
 2. Notice must include a termination date of no less than thirty- (30) days from the date of notification.
- F. Time is of the essence in the performance of the obligations imposed in this agreement. This instrument contains the entire agreement between the parties and no modifications, release, discharge or waiver of any provisions hereof shall be of any force, effect, or value unless in writing and duly approved and executed by the parties hereto.

2015. | **APPROVED** by the Mayor and Council of the City of Kingsland on the ____ day of _____,

CITY OF KINGSLAND

ATTEST: _____
City Clerk

BY: _____
Mayor

2015. | **APPROVED** by the Camden County Board of Commissioners on the ____ day of _____,

CAMDEN COUNTY

BOARD OF COMMISSIONERS

ATTEST: _____
County Clerk

BY: _____
Chairman

EXHIBIT A

Hourly Rates (fully loaded) based on knowledge level/complexity of task:

Advanced:	\$36
Medium:	\$30
Basic:	\$24
Mileage:	IRS reimbursement rate

Note: The minimum block of time per assistance is 15 minutes. Determination of the complexity work will be made by staff at the time work is completed with ultimate authority residing with the County Administrator and/or City Manager or their designated personnel.

ORDINANCE 2015-07
CITY OF KINGSLAND, GEORGIA
TO AMEND WATER AND SEWER ORDINANCE – 2015-06

AN ORDINANCE TO AMEND AN ORDINANCE ESTABLISHING WATER AND/OR SEWER RATE SCHEDULES, DEPOSITS, SERVICE RULES, CUT-ON AND CUT-OFF PROCEDURES FOR LOCATIONS WITHIN AND OUTSIDE THE CITY LIMITS OF KINGSLAND, AND FOR OTHER PURPOSES:

BE IT ORDAINED by the Mayor and City Council of the City of Kingsland, and it is here ordained by authority of same, as follows:

SECTION 1. RATE SCHEDULE:

Section 1 of that certain water and/or sewer ordinance of the City of Kingsland duly passes and adopted September 8, 1982 as same appears of file and on record in the minute book of said city and as subsequently amended, is hereby amended and consolidated by changing rate schedules as follows:

From and after the passage of this ordinance there be and is hereby the following water and sewer rate schedules for the City of Kingsland, Georgia:

WATER RATE SCHEDULE INSIDE CITY:

CONSUMPTION	Up to--	MONTHLY CHARGE
0 gallon	0 gallon	\$ 12.65 - minimum
1 gallon	6,000 gallons	\$ 2.13 - per 1,000 gals
Over 6,000 gallons-----		\$ 2.47 - per 1,000 gals

COMMERCIAL WATER RATE SCHEDULE INSIDE CITY:

CONSUMPTION	Up to--	MONTHLY CHARGE
0 gallon	0 gallon	\$ 14.21 - minimum
1 gallon	6,000 gallons	\$ 2.30 - per 1,000 gals
Over 6,000 gallons-----		\$ 2.65 - per 1,000 gals

WATER RATE SCHEDULE OUTSIDE CITY:

CONSUMPTION	Up to--	MONTHLY CHARGE
0 gallon	0 gallon	\$ 18.65 - minimum
1 gallon	6,000 gallons	\$ 2.95 - per 1,000 gals
Over 6,000 gallons-----		\$ 3.29 - per 1,000 gals

COMMERCIAL WATER RATE SCHEDULE OUTSIDE CITY:

CONSUMPTION	Up to--	MONTHLY CHARGE
0 gallon	0 gallon	\$ 23.52 - minimum
1 gallon	6,000 gallons	\$ 3.50 - per 1,000 gals
Over 6,000 gallons-----		\$ 3.85 - per 1,000 gals

WATER RATE SCHEDULE FOR CHURCHES:

CONSUMPTION	Up to--	MONTHLY CHARGE
0 gallon	0 gallon	\$ 12.65 - minimum
1 gallon	6,000 gallons	\$ 2.13 - per 1,000 gals
Over 6,000 gallons-----		\$ 2.47- per 1,000 gals

UNIT RATE HOTEL/MOTEL WATER RATE SCHEDULE:

CONSUMPTION	Up to--	MONTHLY CHARGE
0 gallon	0 gallon	\$ 10.35 - minimum
1 gallon	6,000 gallons	\$ 2.13 - per 1,000 gals
Over 6,000 gallons-----		\$ 2.47 - per 1,000 gals

An additional Surcharge of \$5.00 per month shall be added to the normal billing of all customers that apply for and receive a permit to use a shallow well in the City Limits of Kingsland, Said Surcharge shall be applicable for each and every month that the permit to use shall be in force.

Sewer usage is based on water metered.

SEWER RATE SCHEDULE INSIDE CITY:

CONSUMPTION	Up to--	MONTHLY CHARGE
0 gallon	0 gallon	\$ 12.65 - minimum
1 gallon	6,000 gallons	\$ 2.13 - per 1,000 gals
Over 6,000 gallons-----		\$ 2.47 - per 1,000 gals

SEWER RATE SCHEDULE COMMERCIAL INSIDE CITY:

CONSUMPTION	Up to--	MONTHLY CHARGE
0 gallon	0 gallon	\$ 14.21 - minimum
1 gallon	6,000 gallons	\$ 2.30 - per 1,000 gals
Over 6,000 gallons-----		\$ 2.65 - per 1,000 gals

SEWER RATE SCHEDULE OUTSIDE CITY:

CONSUMPTION	Up to--	MONTHLY CHARGE
0 gallon	0 gallon	\$ 17.15 - minimum
1 gallon	6,000 gallons	\$ 3.45 - per 1,000 gals
Over 6,000 gallons-----		\$ 3.79 - per 1,000 gals

SEWER RATE SCHEDULE COMMERCIAL OUTSIDE CITY:

CONSUMPTION	Up to--	MONTHLY CHARGE
0 gallon	0 gallon	\$ 19.38 - minimum
1 gallon	6,000 gallons	\$ 3.50 - per 1,000 gals
Over 6,000 gallons-----		\$ 3.85 - per 1,000 gals

UNIT RATE HOTEL/MOTEL SEWER RATE SCHEDULE:

CONSUMPTION	Up to--	MONTHLY CHARGE
0 gallon	0 gallon	\$ 10.35 - minimum
1 gallon	6,000 gallons	\$ 2.13 - per 1,000 gals
Over 6,000 gallons-----		\$ 2.47 - per 1,000 gals

SEPTIC TANK WASTE DISPOSAL FEE SCHEDULE:

Connection Fee

\$30 – per tank

+

Rate

\$.04 – per gallon

- (a) The rate schedule set forth above contemplates a single user, such as a one-family dwelling, one-farm dwelling with appurtenances, or a one-commercial operation.
- (b) Master Meter users such as multiple dwelling units, hotels/motels, office complexes, shopping centers, and trailer parks shall pay user fees based on Master Meter Billing computed as follows:

1. Minimum charges as outlined herein for each unit.

2. Normal consumption charges as outlined above for all usage over 0 gallons per unit.
- (c) Extraordinary circumstances, such as, industrial users, and fire protection shall be governed by special contract agreements made by the Mayor and City Council on recommendations of the City's engineer.

SOLID WASTE COLLECTION FEE SCHEDULE INSIDE CITY:

RESIDENTIAL:	MONTHLY PER CAN	\$ 12.25
COMMERCIAL:	MONTHLY REGULAR PER CAN	\$200.00
	MONTHLY LIGHT COMMERCIAL PER CAN	\$ 75.00
	MONTHLY ULTRA LIGHT COMMERCIAL PER CAN	\$ 38.00

A wheeled garbage container (solid waste receptacle) will be delivered to new customers within 3-5 business days of opening the account. The garbage container will be picked up by the City at the same time the final water meter reading is taken upon account closure by the customer. The current replacement cost of the container will be

deducted from the customer’s security deposit when the customer fails to return the garbage container to the City in a serviceable condition.

SECTION 2. APPLICATION FOR WATER AND SEWER SERVICE:

The consumer shall make application for water and sewer service, ~~in person, at the Municipal Services Building of the City of Kingsland, Georgia,~~ and at the same time shall make a ~~cash~~ security deposit as follows:

DEPOSIT INSIDE CITY:

RESIDENTIAL:	3/4"	Meter	\$100.00
COMMERCIAL:	3/4"	Meter	\$125.500
	1"	Meter	\$200.00
	1 1/2"	Meter	\$300.00
	2"	Meter	\$400.00

DEPOSIT OUTSIDE CITY

RESIDENTIAL:	3/4"	Meter	\$100.00
COMMERCIAL:	3/4"	Meter	\$150.00
	1"	Meter	\$250.00
	1 1/2"	Meter	\$350.00
	2"	Meter	\$450.00

Deposits for consumers requiring meters larger than 2 inch shall be determined by estimating two months usage and applying current rate schedules.

The security deposit required inside/outside the City shall be refunded to the customer when the wheeled garbage container is returned to the City in a serviceable condition, and all water & sewer bills are paid in full or when twenty-four (24) consecutive timely payments are made on the customer’s account, whichever occurs first. To qualify for deposit refund account cannot have any late fees, disconnect fees, penalties, or returned check fees in the 24 months preceding the issuance of the refund. (Effective date shall be July 1, 2015).

All applicants for water and/or sanitary sewer who desire to not supply the City of Kingsland with a Social Security Number, which is to be used for collection purposes only shall submit a deposit for service in the amount of \$250.00.

SECTION 3. CHARGES FOR INITIAL WATER AND SEWER SERVICE:

Section 3 of that certain water and/or sewer ordinance of the City of Kingsland duly passed and adopted September 8, 1982, and subsequently amended as appears office and on record in the minute books of said City, is hereby amended by changing fees as follows:

Each consumer subscribing to use the water and/or sewer service of the City of Kingsland shall execute a water and/or sewer users agreement and shall pay basic connection fees as follows:

(a) FOR WATER SERVICE:

<u>CONNECTION FEE INSIDE CITY:</u>	<u>FEE PLUS METER:</u>
3/4" Meter	\$ 600.00 + Meter
1" Meter	\$ 1,520.00 + Meter
1 1/2" Meter	\$ 2,500.00 + Meter
2" Meter	\$ 3,820.00 + Meter
3" Meter	\$10,595.00 + Meter
4" Meter	\$17,532.00 + Meter
<u>CONNECTION FEE OUTSIDE CITY:</u>	<u>FEE PLUS METER:</u>
3/4" Meter	\$ 600.00 + Meter
1" Meter	\$ 2,273.00 + Meter
1 1/2" Meter	\$ 3,694.00 + Meter
2" Meter	\$ 5,731.00 + Meter

Consumers requiring water connections larger than 2" in size shall pay a proportionately higher connection fee based on current costs of labor and materials.

In all cases of new multiple type users subscribing for water and/or sewer service, the City will make the determination as to the installation of either a master meter(s) or individual meters for each unit.

(b) FOR SEWER SERVICE:

The following Average Daily Flow shall be utilized to determine the indicated connection fee:

<u>TYPE OF INSTALLATION</u>	<u>FLOW GPD</u>	<u>\$ PER UNIT</u>
CLUB BUILDING	500	\$3,000.00
BAR		
PER SEAT	50 (minimum \$3,000)	\$ 120.00
EMPLOYEE	25	\$ 60.00
BEAUTY/BARBER SHOP		
PER WET CHAIR	333 (minimum \$3,000)	\$ 799.00
BOWLING ALLEY		
PER LANE	125 (minimum \$3,000)	\$ 300.00
CAR WASH		
PER BAY-SELF OPERATED	100 (minimum \$3,000)	\$ 240.00
AUTOMATIC	166	\$ 398.00
CHURCH		
PER SEAT	5	\$ 12.00
COIN LAUNDRY		
PER MACHINE	400	\$ 800.00
COMMERCIAL LAUNDRY		
PER MACHINE	640	\$1,536.00
COUNTRY CLUB		
PER MEMBER	100	\$ 240.00
PER 100 Square feet	250	\$ 600.00
HOSPITAL		
PER BED	200	\$ 500.00
INDUSTRIAL		
PER EMPLOYEE	35 (minimum \$3,000)	\$ 84.00
MOBILE HOME PARK		
SINGLE OR DOUBLE WIDE	300	\$ 1,200.00
MOTEL, HOTEL		
PER UNIT & apts.		
w/o washer/dryer hook up**	225	\$ 1,080.00
Apts. with washer/dryer		
Hook up** per unit	300	\$1,200.00
NURSING HOME		
PER BED	125	\$ 300.00
OFFICE		
PER 1000 SQ FT	175 (minimum \$3,000)	\$ 420.00
Medical per 1000 SQ FT	500	\$1,500.00
RESIDENCE		
PER UNIT-INCLUDES		
CONDO/T.HOMES	400	\$ 1,200.00
MULTI-FAMILY*		
PER UNIT 1-2 BEDROOM	300	\$1,200.00
3 BEDROOM	400	\$1,200.00

*Includes duplex, triplex, quadra-plex

RESTAURANT		
WITH DRIVE-IN	55	\$ 132.00
PER SEAT W/O DRIVE-IN	25	\$ 50.00

SERVICE STATION/FUEL CTR.		
REGULAR PUMP		\$ 500.00
TRUCK PUMP		\$5,000.00
OTHERWISE PER PUMP	75	\$ 180.00

SCHOOL*		
PER STUDENT	17	\$ 41.00
WITH GYM	21	\$ 50.00
*Includes Day Care Centers		

STORES, SHOPPING CENTER		
PER 1000 SQ FT	100 (minimum \$3,000)	\$ 240.00

THEATER	5 (minimum \$3,000)	\$ 10.00
Per seat		

AUDITORIUM CONVENTION CENTER, ASSEMBLY HALL (NO FOOD SERVICE)		
PER CAPITA	10 (minimum \$3,000)	\$ 24.00

WAREHOUSE		
PER 1000 SQ FT	25 (minimum \$3,000)	\$ 60.00

** Apartments are defined as a building designed for residential occupancy by 3 or more families living in separate units without firewalls separating the units and containing less than 1500 square feet of living space per dwelling unit.

FOR CAPITAL RECOVERY FEE:

The following Average Daily Flow shall be utilized to determine the indicated connection fee:

TYPE OF INSTALLATION	FLOW GPD	\$ PER UNIT
CLUB BUILDING	500	\$3,000.00
BAR		
PER SEAT	50 (minimum \$3,000)	\$ 120.00
EMPLOYEE	25	\$ 60.00
BEAUTY/BARBER SHOP		
PER WET CHAIR	333 (minimum \$3,000)	\$ 799.00
BOWLING ALLEY		
PER LANE	125 (minimum \$3,000)	\$ 300.00
CAR WASH		
PER BAY-SELF OPERATED	100 (minimum \$3,000)	\$ 240.00
AUTOMATIC	166	\$ 398.00
CHURCH		
PER SEAT	5	\$ 12.00
COIN LAUNDRY		
PER MACHINE	400	\$ 800.00
COMMERCIAL LAUNDRY		
PER MACHINE	640	\$1,536.00
COUNTRY CLUB		
PER MEMBER	100	\$ 240.00
PER 100 Square feet	250	\$ 600.00
HOSPITAL		
PER BED	200	\$ 500.00

INDUSTRIAL PER EMPLOYEE	35 (minimum \$3,000)	\$ 84.00
MOBILE HOME PARK SINGLE OR DOUBLE WIDE	300	\$ 6,000.00
MOTEL, HOTEL & Apts. w/o washer/dryer hook ups PER UNIT	225	\$ 1,080.00
Apts. with washer/dryer hook ups per unit	300	\$ 1,200.00
NURSING HOME PER BED	125	\$ 300.00
OFFICE PER 1000 SQ FT	175 (minimum \$3,000)	\$ 420.00
Medical per 1000 SQ FT	500	\$1,500.00
RESIDENCE PER UNIT-INCLUDES CONDO/T.HOMES	400	\$ 6,000.00
MULTI-FAMILY*		
PER UNIT 1-2 BEDROOM	300	\$6,000.00
3 BEDROOM	400	\$6,000.00
*Includes duplex, triplex, quadra-plex		
RESTAURANT WITH DRIVE-IN	55	\$ 132.00
PER SEAT W/O DRIVE-IN	25	\$ 50.00
SERVICE STATION/FUEL CTR. REGULAR PUMP		\$ 500.00
TRUCK PUMP		\$5,000.00
OTHERWISE PER PUMP	75	\$ 180.00
SCHOOL*		
PER STUDENT	17	\$ 41.00
WITH GYM	21	\$ 50.00
*Includes Day Care Centers		
STORES, SHOPPING CENTER PER 1000 SQ FT	100 (minimum \$3,000)	\$ 240.00
THEATER Per seat	5 (minimum \$3,000)	\$ 10.00
AUDITORIUM CONVENTION CENTER, ASSEMBLY HALL (NO FOOD SERVICE) PER CAPITA	10 (minimum \$3,000)	\$ 24.00
WAREHOUSE PER 1000 SQ FT	25 (minimum \$3,000)	\$ 60.00

**Apartments are defined as a building designed for residential occupancy by 3 or more families living in separate units without firewalls separating the units and containing less than 1500 square feet of living space per dwelling unit.

- NOTES:
- (1) Minimum sewer system treatment fee for commercial/industrial buildings: \$800.00 + \$100.00 = \$900.00. All other tap fees will be computed on an individual basis by city engineer/city manager.
 - (2) These fees are for within the City connections.
 - (3) Customer must pay all expenses to bring water/sewer service to the point on the property line where the customer & the city agree that service will be provided. This includes the cost of a wet or dry tap of the lines. Mayor & Council may negotiate this issue.

- (4) Fee's for outside the city service will be 50% higher.
- (5) Flow GPD are determined by the City Engineer and may vary or differ from the above in unusual cases. All variance from this ordinance must be substantiated by a study.
- (6) Any use not covered by this ordinance will be computed by the Engineer.
- (7) Flow GPD will be computed to the nearest 1000 where applicable.
- (8) All applicants for water and/or sewer service for existing one-family residential structures located within the City of Kingsland are eligible for service based on a payment plan. All fees shall be paid within 36 months of service.
- (9) Connection to City of Kingsland sewer system shall only be permitted to those residents and businesses lying within the city limits.

In the case of new multi-family or other large user type projects where the owner/developer installs all water and sewer facilities in accordance with City approved plans, including mains, trunk lines, taps, and meters, the City may establish a special assessment fee in lieu of the normal connection fee(s).

Based on an assessment of the direct impact the development will have on water and sewer facilities, the special assessment fee may be less or greater than the normal connection fee.

The special assessment fee shall be established by the Mayor and Council upon recommendation of the City engineer and in accordance with the agreement between the City of Kingsland and the Georgia Department of Natural Resources dated June 30, 1981.

SPRINKLER SYSTEM:

\$240.00 per inch of pipe diameter. Each private line shall be equipped with an approved detector meter at customer's expense.

- Notes:
- 1. In all cases of new multiple type users subscribing for water and/or sewer service, the City will make the determination as to the installation of either a master meter(s) or individual meters for each unit.
 - 2. Customer must pay the full cost of compound or other meters as determined by the City plus shipping cost.
 - 3. Fee's for outside the city limits are to be 50% higher.

SECTION 4. MINIMUM CHARGES:

The minimum charge, as provided in the rate schedule, shall be made for such connection subscribed for. Water furnished for a given lot shall be used on that lot only, and except for fire protection, the City of Kingsland shall not under any condition furnish water or sewer service free of charge to anyone.

SECTION 5. TIME LIMITATION FOR CONNECTIONS

When basic water and/or sewer connection fees have been paid by an individual type user, the subscriber shall have (12) twelve months to connect to the system without additional charges, except as hereinbefore provided.

If actual connection occurs during the following (12) twelve months, the subscriber shall be required to pay any increase in the basic fee or fees that may have been adopted by the Mayor and Council by amendment to this ordinance.

At the end of twenty-four (24) months, the total amount of connection fee(s) paid shall be reimbursed to the applicant minus an administrative fee of \$100.00 if service tap(s) to the system have not been provided by the City of Kingsland and the connection to the tap has not been made by the applicant.

If a tap service to the system has been made for a location(s), the total amount of connection fee(s) paid shall be forfeited by the subscriber as service rendered even if actual connection by the applicant/subscriber has not been made.

Both Water and Sewer Connection fees shall be transferable if requested and approved by the Mayor and Council, but additional assessment fees shall be assessed and payable to the City based on increased service demand as provided for in SECTIONS 1, 2, and 3 contained herein.

Subscribers for multiple type users shall also be required to comply with this section, however a detailed schedule for development and connection shall be agreed to by written instrument by the owner/developer and adopted by official action by the Mayor and Council of the City of Kingsland.

SECTION 6. CITY'S RESPONSIBILITY AND LIABILITY

The City of Kingsland, Georgia shall run a service line from its distribution line to the property line where the distribution line exists or is to be constructed and runs immediately adjacent and parallel to the property to be served. The basic connection fee shall be for a service line not exceeding one hundred (100) feet.

- (a) The City may make connections to service other properties not adjacent to its lines upon payment of reasonable costs for the extension of its distribution lines as may be required to render such service.
- (b) The City may install its meter at or near the property line or, at the City's option, on the consumer's property within three (3) feet of the property line.
- (c) The City reserves the right to refuse service unless the consumer's line or pipings are installed in such a manner as to prevent cross-connection or back-flow.
- (d) Under normal conditions the consumer will be notified of any anticipated interruptions of service by the City of Kingsland.
- (e) The City of Kingsland, Georgia shall run a sewer service line from its collection line to the property line where the collection line exists and runs immediately adjacent and parallel to the property to be served. The basic connection fee shall be for a service line not exceeding one hundred (100) feet.
- (f) The City may make connections to service other properties not adjacent to its lines upon payment of reasonable costs for the extensions of its collection lines as may be required to render such service.
- (g) Residential water meters (3/4 inch) and small commercial water meters (3/4 inch) remain the property of the City of Kingsland. The City of Kingsland is responsible for making repairs to the water meters when necessary.
- (h) Commercial water meters are provided by the customer. Occasionally upon request, commercial water meters are ordered by the City and the customer reimburses the City at cost. Either way, commercial water meters, except small commercial (3/4 inch) water meters, are the property of the customer, and the customer is responsible for maintaining and repairing the water meter to City standards.

SECTION 7. CONSUMER'S RESPONSIBILITY AND LIABILITY:

Water furnished by the City of Kingsland, Georgia shall be used for consumption by the consumer, members of his household and employees only. The consumer shall not sell water to any other person or permit any other person to use said water. Water shall not be used for irrigation, fire protection, nor other purposes, except when water is available in sufficient quantity without interfering with the regular domestic consumption in the area served. Disregard for this rule shall be sufficient cause for refusal and/or discontinuance of service.

- (a) Where meter or meter box is placed on the premises of a consumer, a suitable place shall be provided by the consumer therefore, unobstructed and accessible at all times to the meter.
- (b) The consumer shall furnish and maintain a private cut-off valve on the consumer's side of the meter. Should the City be called out after 4:30p.m. and/or after the City's normal operating hours to turn on or off a water meter because there is no such cut-off valve for consumer's repairs or maintenance, it will be subject to a \$25.00 service charge.
- (c) The consumer's piping and apparatus shall be installed and maintained by the consumer's expense, in a safe and efficient manner and in accordance with the sanitary regulations of the State Health Department.
- (d) In order to be received as a consumer and entitled to receive water from the City's water system, all applicants must offer proof that any private wells located on their property are not physically connected to the lines of the City's water system and all applicants by becoming consumers of the City covenant and agree that, so long as they continue to be consumers of the City, they will not permit the connection of any private wells on their property to the City's water system, by any piping permanent or temporary.

- (e) Sanitary sewer service furnished by the City of Kingsland, Georgia shall be for wastewater generated only by the Kingsland water system. No wastewater from private wells, storm drains, roof drains or similar sources shall be discharged into the system.
- (f) The consumer's sewer piping and apparatus shall be installed and maintained at the consumer's expense. All contractors or plumbers installing water/or sewer system service lines shall be registered at City Hall and approved by the City. All such connections and service line work shall be done in accordance with City specifications, and all work shall be inspected and approved by the City prior to the piping being covered with earth.

SECTION 8. ACCESS TO PREMISES AND EXTENSIONS OF SYSTEM:

Duly authorized agents of the City of Kingsland shall have access at all hours to the premises of the consumer for the purpose of installing or removing City property, inspecting piping, reading and testing meters, or for any other purpose in connection with the water service and its facilities and the sewer service and its facilities.

Extensions to the system, outside of existing right-of-way shall be made only when the consumer shall grant or convey, or shall cause to be granted or conveyed to the City of Kingsland a permanent easement of right-of -way across any property traversed by the water and sewer lines.

SECTION 9. CHANGE OF OCCUPANCY:

~~Not less than 3 days notice~~ Notice during normal business hours must be given ~~in person or in writing at the City Hall of the~~ to the City of Kingsland to discontinue water and sewer service or to change occupancy. The outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longer. The new occupant shall apply for water ~~and sewer~~ service ~~within 48 hours after~~ prior to occupying the premises, and failure to do so will make him liable for paying for the water consumed since the last meter reading.

SECTION 10. METER READING-BILLING-COLLECTIONS

Bills to customers for water and sewer service shall be mailed out on such day or days of each month as may be determined as desirable by the City. Bills shall be paid ~~at the Municipal Services Building of Kingsland, Georgia~~ according to payment options listed on the bill, and a failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the consumer from payment of same. The failure of water and/or sewer users to pay charges duly imposed shall result in the automatic imposition of the following penalties:

- (a) Nonpayment after the due date will be subject to a penalty of 10% of the delinquent account. ~~City of Kingsland must receive payment no later than 5:00p.m. on the due date to avoid penalties. Postmarks and check dates are not honored.~~
- (b) Nonpayment within ~~15~~ days from the due date will result in the water being shut off from the water user's property. ~~(Effective date shall be July 1, 2015).~~
- (c) Nonpayment for ~~40-20~~ days after ~~original the~~ due date will allow the City, in addition to all other rights and remedies, to terminate agreement, and in such event the water and sewer user shall not be entitled to receive, nor the City obligated to supply any water or sewer service under this ordinance. ~~(Effective date shall be July 1, 2015).~~
- (d) When consumers have paid by check for services, and the check has been returned by the bank for insufficient funds (NSF), a \$30.00 service charge will be added to the total due. If there was a bank error, upon notification from the bank in writing, the NSF fee will be waived. All NSF checks must be picked up and replaced with cash or a money order. We will not send an NSF check back through the bank for a second approval. If the NSF check was for the customer's security deposit, the water will be disconnected ~~and in addition to the NSF fee an additional service charge of \$25 will be charged.~~
- (e) Two (2) NSF checks on the same account written within 12 months of each other will result in the City not accepting any checks on that account for a minimum of 24 months from the date of the second check.
- (f) Service disconnected for nonpayment of ~~bills account~~ will be restored only after ~~bills are account is~~ paid in full, an additional security deposit ~~as may be required by the Mayor and Council is made,~~ and a service charge of \$25.00 ~~will be~~ applied to each utility account if it appears on the cut off list. If service is reconnected after 4:30pm, there will be an additional fee of \$25.00 added to each account. If the garbage container has been removed by the City, an additional \$25.00 service charge will be applied to return the garbage container to the customer's residence.

- (g) The consumer shall furnish and maintain a private cut-off valve on the consumer's side of the meter. A service charge of \$25 will be charged for service requested after 4:30p.m. and/or after business hours.

SECTION 11. SUSPENSION OF SERVICE:

When water and sewer service is discontinued by the customer, the security deposit shall be refunded to the customer by the City provided (1) the wheeled garbage container is returned to the City in a serviceable condition, and (2) all water & sewer bills are paid in full.

- (a) Upon discontinuance of service for nonpayment, the customer's water meter will be turned off and the garbage container picked up by the City. The security deposit will be applied by the City toward settlement of the account and-A any balance will be refunded to the customer. However, if the security deposit is insufficient to cover the outstanding balance, the City may proceed to collect the balance in the usual manner provided by law for collection of debts.
- (b) As stated in SECTION 10 above, service disconnected for nonpayment of bills will be restored only after bills and service charges (to reconnect water and to return the garbage container) are paid in full, a and an additional security deposit as may be required ~~by the Mayor and Council~~ is made.
- (c) The City reserves the right to discontinue its service without notice for the following additional reasons:
 1. To prevent fraud or abuse.
 2. Consumer's willful disregard of the City's rules.
 3. Emergency repairs.
 4. Insufficiency of water supply due to circumstances beyond the control of the City.
 5. Legal Processes.
 6. Direction of Public authorities.
 7. Strike, riot, fire, flood, or unavoidable accident.
 8. Incomplete water/sewer or tap application.
 9. Non Sufficient Funds (NSF) check given to City.

There is a transfer fee of \$20.00 for transferring from one address to another within the City's water system. This will be added to the customer's bill at the time the transfer occurs.

SECTION 12. COMPLAINTS/ADJUSTMENTS

If the consumer believes his bill to be in error, he shall present his claim, ~~in person, at the City Hall of Kingsland, Georgia~~ to the City of Kingsland before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not be effective in preventing discontinuance of service as heretofore provided. The consumer may pay such bill under protest, and said payment shall not prejudice his claim.

- (a) The City will make a special water meter reading at the request of a consumer for a fee of \$20.00 provided, however, that if such special reading discloses that the meter was over-read, no charge will be made.
- (b) Water meters will be tested at the request of the consumer upon payment to the City of a fee of \$20.00 provided, however, that if the meter is found to over-register beyond 3% of the correct volume, no charge will be made.
- (c) If the seal of a meter is broken by other than the City's representative, or if the meter fails to register correctly or is stopped for any cause, the consumer shall pay an amount estimated from the record of his previous bills and/or from other proper data, If the meter is tampered or broken by other than the City's representative, cost of damages will be charged on consumer's account.
- (d) The statute of limitations applicable to refunding water/sewer/garbage service overpayments, whether due to a billing error, meter reading error or a faulty meter, etc, shall be three (3) years

from the date the error was discovered. If the utility billing department discovers that it has been undercharging a customer, the billing department shall require the customer to render the amount of any underpayment up to the preceding three (3) years from the date the underpayment was discovered, if applicable.

SECTION 13. EFFECTIVE DATE:

This ordinance shall take effect **from and after the date of** its passage and ratification by the Mayor and City council of the City of Kingsland, Georgia **unless otherwise indicated in ordinance**.

SECTION 14. CONFLICTING ORDINANCE:

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

THIS ORDINANCE AMENDED and ADOPTED by the Mayor and City Council of the City of Kingsland, Georgia at a Meeting of the City Council of Kingsland, Georgia on the **11^h** day of **May 2015**.

THE CITY OF KINGSLAND

BY: _____
Kenneth E. Smith, Sr, Mayor

ATTEST:

Linda O’Shaughnessy, City Clerk

ORDINANCE No.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF KINGSLAND, GEORGIA, TO AMEND CODE SECTION ARTICLE VII, SEC. 2-231 THROUGH 2-240, KINGSLAND CODE OF ETHICS; TO PROVIDE FOR PENALTIES; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL ARTICLE VI - CODE OF ETHICS FOR CITY COUNCIL MEMBERS IN ITS ENTIRETY; AND FOR OTHER PURPOSES.

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WHEREAS, the duly elected governing authority of the City of Kingsland, Georgia is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government; and

WHEREAS, the duly elected governing authority of the City of Kingsland, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority deems it essential to the proper operation of democratic government that the public officials be, and give the appearance of being, independent, impartial, and responsible to the people; that governmental decisions and policies be made in the proper channels of the governmental structure; and that public office not be used for personal gain; and

WHEREAS, such measures are necessary to provide the public with confidence in the integrity of its government

NOW THEREFORE, it is the policy of the city that its officials, employees, appointees, and volunteers conducting official city business:

Serve others and not themselves;

Be independent, impartial and responsible;

Use resources with efficiency and economy;

Treat all people fairly;

Use the power of their position for the wellbeing of their constituents; and

Create an environment of honesty, openness and integrity.

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NOW THEREFORE BE IT AND IT IS HEREBY ORDAINED:

ARTICLE VII. - KINGSLAND CODE OF ETHICS

FOOTNOTE(S):

--- (6) ---

Editor's note— Ord. No. 2010-10, § 1, adopted Dec. 13, 2010 adopted provisions for the Kingsland Code of Ethics. At the city's instruction these provisions have been placed into Article VII, §§ 2-231—2-240.

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Sec. 2-231. - Purpose.

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The purpose of this code of ethics is to:

(1) Encourage high ethical standards in official conduct by city officials;

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(2) Establish guidelines for ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the interest of the city;

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(3) Require disclosure by such officials of private financial or other interest in matters affecting the city; and

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(4) Serve as a basis for disciplining those who refuse to abide by its terms.

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(Ord. No. 2010-10, § 1, 12-13-2010)

Sec. 2-232. - Scope.

The provisions of this code of ethics shall be applicable to all elected or appointed city officials. Notwithstanding anything herein to the contrary, state law and the charter of the city shall be controlling in the event of an actual conflict with the provisions of this code of ethics. This article shall be interpreted to supplement, and not replace, said provisions of state law and the charter.

(Ord. No. 2010-10, § 1, 12-13-2010)

Sec. 2-233. - Definitions.

Solely for the purpose of this code of ethics:

City official or official, unless otherwise expressly defined does not include city employees but does mean the mayor, members of the city council, municipal court judges (including substitute judges), city manager, city clerk, city attorney, and all other persons holding positions designated by the city charter, as amended. The term "city official" also includes all individuals, including city employees, appointed by the mayor and/or city council as appropriate to city authorities, commissions, committees, boards, task forces, or other bodies which can or may vote or take formal action or make official recommendations to the mayor and/or city council.

Decision means any ordinance, resolution, contract, franchise, formal action or other matter voted on by the city council or other city board or commission, as well as the discussions or deliberations of the council, board, or commission which can or may lead to a vote or formal action by that body.

Employee means any person who is a full-time or part-time employee of the city.

Immediate family means the spouse, mother, father, grandparent, brother, sister, son or daughter of any city official related by blood, adoption or marriage. The relationship by marriage shall include in-laws.

Incidental interest means an interest in a person, entity or property which is not a substantial interest as defined herein and which has insignificant value.

Remote interest means an interest of a person or entity, including a city official, which would be affected in the same way as the general public. For example, the interest of an official in the property tax rate, general city fees, city utility charges or a comprehensive zoning ordinance or similar matters is deemed remote to the extent that the official would be affected in common with the general public.

Substantial interest means an interest, either directly or through a member of the immediate family, in another person or entity, where:

- (1) The interest is ownership of five percent or more of the voting stock, shares or equity of the entity or ownership of \$5,000.00 or more of the equity or market value of the entity; or
- (2) The funds received by the person from the other person or entity during the previous 12 months either equal or exceed (a) \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services, or (b) ten percent of the recipient's gross income during that period, whichever is less;
- (3) The person serves as a corporate officer or member of the board of directors or other governing board of a for-profit entity other than a corporate entity owned or created by the city council; or
- (4) The person is a creditor, debtor, or guarantor of the other person or entity in an amount of \$5,000.00 or more.

(Ord. No. 2010-10, § 1, 12-13-2010)

Sec. 2-234. - Prohibitions.

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- (a) No city official shall use such position to secure special privileges or exemptions for himself or herself or others, or to secure confidential information for any purpose other than official duties on behalf of the city.
- (b) No city official, in any matter before the council or other city body, relating to a person or entity in which the official has a substantial interest, shall fail to disclose for the record such interest prior to any discussion or vote or fail to recuse himself/herself from such discussion or vote as applicable. Formatted: Font: (Default) Arial, 10 pt
- (c) No city official shall act as an agent or attorney for another in any matter before the city council or other city body. Formatted: Font: (Default) Arial, 10 pt
- (d) No city official shall directly or indirectly receive, or agree to receive, any compensation, gift, reward, or gratuity in any matter or proceeding connected with, or related to, the duties of his office except as may be provided by law. Formatted: Font: (Default) Arial, 10 pt
- (e) No city official shall enter into any contract with, or have any interest in, either directly or indirectly, the city except as authorized by state law. Formatted: Font: (Default) Arial, 10 pt
- (i) This prohibition shall not be applicable to the professional activities of the city attorney in his or her work as an independent contractor and legal advisor on behalf of the city. Formatted: Font: (Default) Arial, 10 pt
- (ii) This prohibition shall not be applicable to an otherwise valid employment contract between the city and a city official who is not elected (such as, by way of example, a city manager, city administrator or chief of police). Formatted: Font: (Default) Arial, 10 pt
- (iii) Any official who has a proprietary interest in an agency doing business with the city shall make that interest known in writing to the city council and the city clerk. Formatted: Font: (Default) Arial, 10 pt
- (f) All public funds shall be used for the general welfare of the people and not for personal economic gain. Formatted: Font: (Default) Arial, 10 pt
- (g) Public property shall be disposed of in accordance with state law. Formatted: Font: (Default) Arial, 10 pt
- (h) No city official shall solicit or accept other employment to be performed, or compensation to be received, while still a city official if the employment or compensation could reasonably be expected to impair such official's judgment or performance of city duties. Formatted: Font: (Default) Arial, 10 pt
- (i) If a city official accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official might reasonably be expected to act, investigate, advise, or make a recommendation, the official shall disclose the fact to the city council and shall recuse himself/herself and take no further action on matters regarding the potential future employer. Formatted: Font: (Default) Arial, 10 pt
- (j) No city official shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public. Formatted: Font: (Default) Arial, 10 pt
- (k) No city official shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large. Formatted: Font: (Default) Arial, 10 pt
- (l) A city official shall not directly or indirectly make use of, or permit others to make use of, official information not made available to the general public for the purpose of furthering a private interest. Formatted: Font: (Default) Arial, 10 pt
- (m) A city official shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to such official or persons within the official's immediate family, or those with whom the official has business or financial ties amounting to a substantial interest. Formatted: Font: (Default) Arial, 10 pt
- (n) A city official shall not order any goods and services for the city without prior official authorization for such an expenditure. No city official shall attempt to neither obligate the city nor give the impression of obligating the city without proper prior authorization. Formatted: Font: (Default) Arial, 10 pt
- (o) No city official shall draw travel funds or per diem from the city for attendance at meetings, seminars, training or other educational events and fail to attend such events without promptly reimbursing the city therefore. Formatted: Font: (Default) Arial, 10 pt

- (p) No city official shall attempt to unduly influence the outcome of a case before the Municipal Court of the City of Kingsland nor shall any city official engage in ex parte communication with a municipal court judge of the City of Kingsland on any matter pending before the Municipal Court of the City of Kingsland.

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(Ord. No. 2010-10, § 1, 12-13-2010)

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Sec. 2-234 of this section shall not apply in the case of:

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(1) An occasional non-pecuniary gift of insignificant value.

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(2) An award publicly presented in recognition of public service.

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(3) A commercially reasonable loan or other financial transaction made in the ordinary course of business by an institution or individual authorized by the laws of Georgia to engage in the making of such a loan or financial transaction.

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(4) Campaign contributions made and reported in accordance with Georgia law.

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(5) The borrowing of funds from any bank or lending institution, which offers the lowest available rate of interest in the community for such loan. This section shall not apply in the case of the designation of a bank or trust company as a depository for city funds.

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(6) Contracts entered into under circumstances that constitute an emergency situation, provided that the mayor prepares a written record explaining the emergency.

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(7) Contracts entered into with a member of the governing authority, or with a business in which a member of the governing authority has an interest, provided that such contract is the result of a competitive bid, disclosure of the nature of such member's interest is made prior to the time any bid is submitted, and a waiver of the prohibition contemplated by this section is issued by the city manager following disclosure.

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Sec. 2-234 of this section shall not apply to a member of the governing authority who is a licensed professional and appears on behalf of any applicant in such professional capacity so long as disclosures required by section 2-235, are made to the council or mayor 30 days prior to any action being taken, and the member is associated with the project at the time the initial application is filed.

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Sec. 2-235. - Conflict of interest.

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(a) A city official may not participate in a vote or decision on a matter affecting an immediate family member or any person, entity, or property in which the official has a substantial interest.

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(b) A city official who serves as a corporate officer or member of the board of directors of a nonprofit entity must disclose their interest in said entity to the mayor and council prior to participating in a vote or decision regarding funding of the entity by or through the city.

(c) Where the interest of a city official in the subject matter of a vote or decision is remote or incidental, the city official may participate in the vote or decision and need not disclose the interest.

(d) An appointed member of the governing authority who has an interest that he/she has reason to believe may be affected by his/her official acts or actions or by the official acts or actions of the governing authority shall disclose the precise nature of such interest by written or verbal statement 30 days prior to the governing authority's taking official action on a matter affecting such interest and abstain from discussion and voting.

(e) An elected member of the governing authority shall disclose the nature of any interest he/she has at the time such matter is presented to mayor and council for discussion. Such written or verbal statements shall be recorded into the minutes of the meeting and thus become part of the public

record. Following any disclosure, the member shall refrain from all ex parte communications with other members regarding the matter in which he/she has an interest.

~~(Ord. No. 2010-10, § 1, 12-13-2010)~~

Sec. 2-236. - Board of ethics. ▲

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The board of ethics shall be comprised of six members. The mayor and each city council member shall appoint one person who shall be a resident of the city and who shall possess strong professional leadership. The mayor or councilperson shall appoint these members of the board at the beginning of each term of office for the mayor or councilperson. Said board member shall serve as a board member during the mayor or council members' term of office. One member shall be appointed by the Camden County Bar Association and be an attorney and good standing member of the State Bar of Georgia.

(b) The board of ethics shall meet as required under its own procedures; however, the board shall meet at least one time per year in January in order to elect a chair to serve for that calendar year. Such meetings shall be held at city hall and shall be conducted as required by the Georgia Open Meetings Act. The board shall conduct its annual meeting and any general administrative business meetings with at least four or more members of the board of ethics present. However, an official hearing shall only be conducted with a quorum which shall consist of at least five members, one of which shall be the member appointed by the Camden County Bar Association, and a majority vote of the board members sitting at any meeting or hearing shall govern the decisions of the board.

(c) The governing authority of the city shall provide meeting space for the board of ethics. Subject to budgetary procedures and requirements of the city, the city shall provide the board of ethics with such supplies and equipment as may be reasonably necessary for it to perform its duties and responsibilities.

(d) Any member may be removed from office for any misfeasance, malfeasance or nonfeasance and for any cause which, in the opinion of the Kingsland City Council, casts doubt upon the members ability to perform his or her duties effectively and without favor. Prior to removal of any member of the board of ethics, the member shall be furnished with written notice of the charges against him or her and shall be afforded an opportunity for hearing after reasonable notice served personally or by mail. The notice shall include time, place and nature of the hearing. The member so charged shall be given the right to present evidence in his or her own behalf and only after a finding by a majority of the City Council of Kingsland, that good cause for removal exists, i.e., misfeasance, malfeasance or nonfeasance, may a member be removed. If a pending issue is before the board of ethics at the time notice is given to any member, said pending issue will be tabled pending resolution of the charge or charges against the member of the board of ethics. Once removed from the board, a former member may not be re-appointed for five years.

(a) The board of ethics of the city shall consist of three residents of the city, one appointed by the mayor, one appointed by the city council, and the third appointed by the mayor and approved by a majority of the city council.

(b) All members of the board of ethics shall be residents of the city for at least one year immediately preceding the date of taking office and shall remain a resident while serving on the board.

(c) All members of the board of ethics shall serve a two-year term.

(d) No person shall serve as a member of the board of ethics if the person has, or has had within the preceding one-year period, any interest in any contract or contracting opportunity with the city or has been employed by the city.

(e) Members of the board of ethics with any permit or rezoning application pending before the city, or any pending or potential litigation against the city or any city official charged in the complaint shall be disqualified from serving on the board of ethics for that complaint. An alternate member of the board of ethics shall be selected in the same manner as the disqualified individual.

- ~~(f) The members of the board of ethics shall serve without compensation. The city council shall provide meeting space for the board of ethics and, subject to budgetary procedures and requirements of the city, such supplies and equipment as may be reasonably necessary for the board to perform its duties and responsibilities.~~
- ~~(g) No person shall serve on the board of ethics who has been convicted of a felony involving moral turpitude in this state or any other state, unless such person's civil rights have been restored and at least ten years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude.~~
- ~~(h) No person shall serve on the board of ethics who is less than 21 years of age, who holds a public elective office, who is physically or mentally unable to discharge the duties of a member of the board of ethics, or who is not qualified to be a registered voter in the City of Kingsland.~~
- ~~(i) Upon appointment, members of the board of ethics shall sign an affidavit attesting to their qualification to serve as a member of the board of ethics.~~
- ~~(j) Members of the board of ethics may be removed by majority vote of the city council for cause including, but not limited to, failure to maintain any requirement for qualification to serve on the board of ethics.~~

~~(Ord. No. 2010-10, § 1, 12-13-2010)~~

~~Sec. 2-237. - Receipt of complaints.~~

- (a) All complaints against city officials shall be filed with the board of ethics, who may require that oral complaints, and complaints illegibly or informally drawn, be reduced to a memorandum of complaint in such form as may be prescribed by the city council or the board of ethics. Upon receipt of a complaint in proper form, the chair of the board of ethics shall forward a copy of the complaint to the city official or officials charged in the complaint within no more than seven calendar days.
- (b) The board of ethics is empowered to adopt forms for formal complaints, notices, and any other necessary or desirable documents within its jurisdiction where the city council has not prescribed such forms.
- (c) All complaints shall be submitted and signed under oath, shall be legibly drawn and shall clearly address matters within the scope of this article.
- (d) To discourage the filing of ethics complaints solely for political purposes, complaints will not be accepted against a person seeking election as a city official, whether currently serving as a city official or not, from the date qualifying opens for the elected office at issue through the date the election results for that office are certified. The time for filing complaints will not run during this period. Properly filed complaints will be accepted and processed after the election results have been certified.
- (e) The city clerk or board of ethics as appointed herein set forth shall cause the complaint to be served on the city official charged as soon as practicable but in no event later than seven calendar days after receipt of a proper, verified complaint. Service may be by personal service, by certified mail, return receipt requested or by statutory overnight delivery. A hearing shall be held within 60 calendar days after filing of the complaint. The board of ethics shall conduct hearings in accordance with the procedures and regulations it establishes but, in all circumstances, at least one hearing shall include the taking of testimony and the cross-examination of available witnesses.
- (f) Upon receipt of a complaint in proper form, the board shall review it to determine whether the complaint is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke the disciplinary jurisdiction of the city council. The board of ethics is empowered to dismiss in writing complaints that it determines are unjustified, frivolous, patently unfounded or fail to state facts sufficient to invoke the disciplinary jurisdiction of the city council; provided, however, that a rejection of such complaint by the board of ethics shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the city official. For complaints that are not dismissed, the board of ethics is empowered to take evidence and to hold hearings to address the

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subject matter of the complaint and to collect evidence and information concerning any complaint and add the findings and results of its investigations to the file containing such complaint.

- (g) At any hearing held by the board of ethics, the city official who is the subject of inquiry shall have the right to written notice of the hearing and the allegations at least seven calendar days before the first hearing, to be represented by counsel, to hear and examine the evidence and witnesses and; to oppose or try to mitigate the allegations. The city official subject to the inquiry shall have also had the right but not the obligation of submitting evidence and calling witnesses. Failure to comply with any of time deadlines in this section of the ordinance shall not invalidate any otherwise valid complaint or in any way affect the power or jurisdiction of the board of ethics or the city council to act upon any complaint.

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- (h) Upon completion of its investigation of a complaint, the board of ethics is empowered to dismiss in writing those complaints which it determines are unjustified, frivolous, patently unfounded or which fail to state facts sufficient to invoke the disciplinary jurisdiction of the city council; provided, however, that a rejection of such complaint by the board of ethics shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the city official.

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(Ord. No. 2010-10, § 1, 12-13-2010)

Sec. 2-238. - Decision.

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The decision of the board of ethics shall be rendered in writing to the mayor and council within 14 calendar days after completion of the final hearing.

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(Ord. No. 2010-10, § 1, 12-13-2010)

Sec. 2-239. - Right to appeal.

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- (a) Any city official or complainant adversely affected by the findings or recommendations of the board of ethics may obtain judicial review of such decision as provided in this section.

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- (b) An action for judicial review may be commenced by filing an application for appeal in the Municipal Court of the City of Kingsland within 30 days after the decision of the board of ethics. The filing of such application shall act as supersedes.

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(Ord. No. 2010-10, § 1, 12-13-2010)

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Sec. 2-240. - Penalty.

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Any person violating any provision of this article is subject to:

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- (1) Public reprimand or censure by the city council; or

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- (2) Request for resignation by the city council.

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(Ord. No. 2010-10, § 1, 12-13-2010)

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The sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining section, subsections, paragraphs, sentences, clauses and phrases of this ordinance.

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

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The adoption date of this ordinance is {insert date} and the effective date of this ordinance shall be {insert date}.

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ORDAINED this day of ,

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City of Kingsland

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Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Secs. 2-241—2-260. - Reserved.

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Attachment: ARTICLE_VII_KINGSLAND_CODE_OF_ETHICS - Amended Draft (1356 : Adoption Of: Ordinance #2015-08 - Kingsland Code of

Bid Tabulation
Knuckle Boom Trash Loader with Dump Body
Tuesday, April 28, 2015

Name of Bidder	Model	Dump Body	ETA	Total Quote	Warranty	Extended Warranty Description
Trans Pro	2016 Kenworth T370	26 CUYD (does not meet specifications)	180-240 Days	\$130,478.00	Factory	N/A
Trans Pro	2016 Kenworth T370	30 CUYD	180-240 Days	\$132,111.00	Factory	N/A
Consolidated Disposals Systems	2016 Kenworth T370	30 CUYD	90-120 Days	\$132,939.00	Factory	Chassis optional warranty includes the following: 2 yr. unlimited miles on chassis warranty and 5 yr. 100K mileage engine and after-treatment warranty and 5 Yr unlimited mileage on transmission warranty. \$3294.00 for all (3) extended warranties.
Consolidated Disposals Systems	2016 Freightliner M2-106	30 CUYD	150-180 Days	\$137,888.00	Factory	Chassis extended warranties suggested to review: 5 Yr/300K mile Cummins ISB Engine Warranty add \$2350.00. 5 Yr/300K mile Cummins after-treatment Warranty add: \$975.00. 3 Yr/250K Climate Control Warranty add \$336.00.
Consolidated Disposals Systems	2016 Peterbilt 348	30 CUYD	90-120 Days	\$145,675.00	Factory	Extended warranty option for 5 Yr/100K miles including Turbo, Water Pump, Injectors Air Compressor, Fuel Pump and After-treatment System add \$2750.00. STD Warranty is 2 Yrs. 5 Yr. unlimited miles transmission warranty option add \$500.00. STD Warranty is 3 Yr.
Cherokee Truck Equipment	No Bid Submitted	N/A	N/A	N/A	N/A	N/A

Attachment: Bid Tabulation-Knuckle Boom Trash Loader with Dump Body (1341 : Bid Award: Knuckle

CONSOLIDATED

QUOTATION

CONSOLIDATED - A WASTE BUILT COMPANY

P.O. BOX 813154 * 5595 OAKDALE RD, SUITE A SMYRNA, GA
30081 * 800-844-1530

WWW.CONSOLIDATEDDISPOSAL.COM

To: City of Kingsland

Attn: Ronnie Wise & Bill Coleman

Fax:

Email:

QUOTE DATE

SALESPERSON

11/20/2014

Cassotta

TERMS

NET 15

F.O.B.

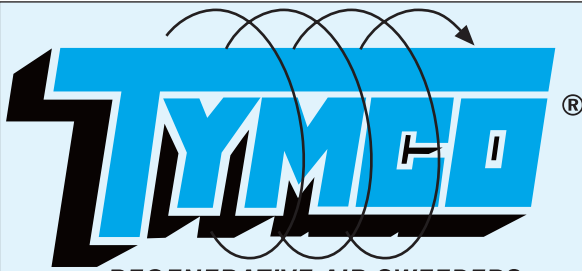
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ESTIMATED SHIPPING DATE

SHIP VIA

3- 4 weeks ARC	Best	Kingsland	
Product Description	Item Quantitv	Unit Price	Sale Amount
Complete New Tymco 600- Tier 3 Engine-Limited Availability			
1 Model 600 Sweeper with Std features & following options	1	128,900.00	128,900.00
1 Gutter Broom Tilt - RH (Curb)	1		-
1 High Output Water System	1		-
1 Abrasion Protection Package	1		-
1 Dump Switch In Cab	1		-
1 High Capacity Dust Separator	1		-
1 Hopper Screen - Split	1		-
1 Hopper Suction Throat Liner w/ Inlet Wear Pkg -see attached pict	1		-
1 Sweeper Deluge System	1		-
1 Broom-Assist Pick-Up Head (BAH)	1		-
1 Pick-Up Head Curtain Lifter	1		-
1 Pick-Up Head Pressure Inlet Cleanout Port -See attached pict	1		-
1 Reverse Pick-Up Head System	1		-
1 Single Rear View Camera	1		-
1 Paint: Std White to Match Chassis \$0.00	1		-
1 Pressure Transition Nozzle	1		-
1 Light Bar - Halogen	1		-
1 Model 600 Sweeper Dismount	1		-
1 Model 600 Sweeper Re-Mount	1		-
1 Customer Truck Charge - Model 600 Re-Mount	1		-
1 Used Chassis Make Ready - Model 600 Re-Mount	1		-
Chassis Paint	1		-
1 Misc. Chassis Repairs - Model 600 Re-Mount	1		-
Complete New Warranty on Sweeper/Auxiliary Engine			
Options to Consider:			
1 Gutter Broom Nozzles-Extra Set (2) w/ Switch RH-\$350.00			
2 Parabolic Mirror - 12" (Each) \$50.00			
1 Gutter Broom Tilt - LH (Street) \$650.00			-
1 Hopper Screen Vibrator - Pneumatic \$1,300.00			
		SUB TOTAL	\$ 128,900.00
Customer Discount	1	(10,000.00)	\$ (10,000.00)
Freight is From Tymco to Kingsland, GA	1	Freight	\$ 3,500.00
Freight from Kingland to Tymco not included			\$ -
Total Quote			\$ 122,400.00
Please sign and send back:		OPTIONS	\$ 2,350.00
Date:		TOTAL	\$ 124,750.00

Attachment: Q-Kingsland 600 Remount (1343 : Purchase Approval: Refurbish Street Sweeper (Sole Source))



REGENERATIVE AIR SWEEPERS

MODEL 600® REGENERATIVE AIR SWEEPER® / GENERAL SPECIFICATIONS



Conventional Cab Chassis

SWEeper AUXILIARY ENGINE

EngineJOHN DEERE 4045T, 4 cyl. (Tier 3)
 Displacement 275 cubic inches (4.5L)
 Horsepower99 @ 2,400 RPM (74 kW)
 Net torque261 ft-lb @ 1600 RPM (354 Nm)
 Air cleaner, heavy duty Dry type
 Oil filter, spin on Full flow
 Auxiliary engine shutdown system

BLOWER, Rubber Lined

Aluminum alloy high volume open face turbine
 Purpose Creates blast and suction
 Bearings (2) sealed lifetime lube, anti-friction
 Bolt-on housing Abrasion resistant,
 replaceable liner
 Drive Heavy duty power band

DUST SEPARATOR

TypeCyclonic, multipass, centrifugal separation
 Size 20" x 61"
 cylindrical area (508mm x 1549mm)
 Location Axial to blower within
 hopper super structure
 Particulate removal Through 61"
 (1549mm) skimmer slot into hopper
 Inspection Hinged door, opened
 from hopper exterior
 Housing Abrasion resistant,
 w/replaceable wear resistant liner

HOPPER

Capacity (volumetric)7.3 cubic yards
 (5.6 m³)
 Capacity (useable)6 cubic yards
 (4.6 m³)
 Construction Welded steel plate
 with integral stiffeners
 Floor angle 22°
 Dump door opening 84" x 44" I.D.
 (2134mm x 1118mm)
 Dumping method Hydraulic with raker bar
 Dumping height 36" (914mm)

PICK-UP HEAD

Function Air blast and suction chamber
 Width 87" I.D. (2210mm)
 Head area 2,610 sq. inches (1.68m²)
 BAH® area 3,567 sq. inches (2.3m²)
 Suspension 4 springs, 2 drag links
 Skids DUO-SKIDS®
 Suction & pressure hose 14" diameter (356 mm)
 Pressure bleeder Integral for
 leaf/light material pickup

GUTTER BROOM, DUAL Patented

Standard equipment includes floodlight and
 parabolic mirrors
 Drive Constant speed
 non-reversible hydraulic motor
 Adjustment Adjustable for
 down pressure, pattern and wear
 Down pressure Automatically
 adjusts to requirement

Flexibility All directions integral
 anti-damage "swing away" relief valve
 Broom 43" dia. (1.1 m)
 steel wire, vertical digger

HYDRAULIC SYSTEM

Operates gutter broom(s), dump and pick-up head
 Drive (diesel) Gear driven from auxiliary engine
 Drive (CNG) Belt driven from auxiliary engine
 Capacity 8 GPM (30.3 LPM)
 Reservoir 25 gal. (94.6 L) with 80 mesh suction
 strainer, sight/temperature gauge, cooler
 Filter 10 micron in-line

DUST CONTROL SYSTEM

System of water spray nozzles for airborne dust
 suppression
 Pump Electric diaphragm
 Reservoir(s) Polyethylene 220 gal. (832.7 L)
 with hydrant fill hose
 Filter 80 mesh in-line
 Low water shut-off Safety shut-off
 with low water warning light in cab coupled with
 liquid level sensor
 Spray nozzles:
 Around pick-up head 4
 Gutter brooms (each) 2
 Hopper (inside) 1

CONTROLS

Inside cab (lighted) Pick-up head,
 gutter broom(s), ignition and tachometer (auxiliary
 engine), voltmeter, low water warning system (for
 dust control system), all safety lights, hour meter,
 pressure bleeder
Outside cab Dump
Steering Dual

SAFETY WARNING DEVICES

Amber rear mounted alternating flashing
 warning lights
 Amber beacon light with limb guard
 Back up alarm

OPTIONAL EQUIPMENT

Abrasion protection package
 Auxiliary fuse panel
 Auto Sweep Interrupt
 Auxiliary hand hose 8" dia. (203 mm)
 Auxiliary hand hose hydraulic boom assist
 Auxiliary hand hose catch basin cleaning package
 Auxiliary hydraulic system
 Broom Assist Pick-up Head (BAH®)
 Compressed Natural Gas (CNG) powered
 Extra water capacity - COMDEX® or Cabover
 Dustless - (Model DST-6®)
 Gutter broom tilt adjuster(s) (right, left or both)
 Gutter broom variable speed
 Gutter broom Drop-Down
 Hi/Low pressure washdown system
 High output water system
 Hopper deluge system
 Hopper drain system

Hose reel, 50' retractable
 Liquid recovery system
 Low emissions package
 Magnet
 Pick-up head curtain lifter
 Pick-up head deluge - (BAH®)
 Propane LPG powered
 Rear camera / monitor system
 Reverse pick-up head system
 Runway Sweeper - Model HSP®
 Stainless Steel Hopper
 Color (other than TYMCO standard white)

*Special options are available for your individual
 requirements. Contact your local dealer or TYMCO*

CAB/CHASSIS

Minimum Requirements

Model International 4300
 GVW 30,000 lbs. (13,620
 Frame 50,000
 Engine MaxxForce 7 389 CID (6.4
 V8 Diesel - 220 HP
 Transmission Allison 2500 RDS se
 5 speed automatic w/external oil filter
 Alternator 120 a
 Batteries (2) 12V 1300 C
 Wheelbase 152" (3861 r
 Fuel tank 50 gal. (18
 shared with sweeper
 Tires (2-front, 4-rear) Tubeless 11R x 2
 Steering (Dual) Integral power assist
 with tilt
 Brakes Dual Air w/ 13.2 C
 air compressor
 Instruments & lights Full package as requi
 back-up alarm
 Dual gauge package
 Mirrors Electric remote controlled and heat
 Air conditioned cab
 AM/FM CD stereo radio
 Consult factory for sweeper specifications and othe
 available truck chassis.

GENERAL

SWEEPING WIDTH

Pick-up head only 87" (2210 r
 With 1 gutter broom 110" (2794 r
 With 2 gutter brooms 142" (3606 r

OVERALL DIMENSIONS (Approximate)

Length 248" (6299 r
 Width 96" (2438 r
 Height @ truck* 118" (2997 r
 Height less beacon light 103" (2616 n
 Empty weight* 17,195 lbs (7806
 Weight (sweeper)* 7,980 lbs (3622

*Dimensions and weight may vary with equipment.

1-800-258-9626
www.tymco.com

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11/6/11

AQMD PM₁₀ Certified

A RESOLUTION TO ENDORSE AN APPLICATION BY TARROW GREENE LIMITED PARTNERSHIP TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS FOR THE 2015 LOW INCOME HOUSING TAX CREDIT PROGRAM FOR THE CONSTRUCTION OF THE TARROW GREENE MULTIFAMILY COMPLEX TO BE LOCATED AT CAMDEN WOODS PARKWAY, KINGSLAND, GEORGIA

#2015-06

WHEREAS, The Housing Tax Credit Program allocates federal and state tax credits to owners of qualified rental properties who reserve all or a portion of their units for occupancy for income tenants earning up to 50% and 60% of the Area's Median Household Income ; and

WHEREAS, Tarrow Greene Limited Partnership jointly formed by The Woda Group, Inc. and Parallel Housing, Inc. is applying to the Georgia Department of Community Affairs ("DCA") for low income housing tax credits ("LIHTC") for construction of a development with up to 60 multifamily units located at Camden Woods Parkway, Kingsland; and

WHEREAS, DCA has established certain regulations that require that local governments in which LIHTC projects are to be located have the opportunity to comment on such projects or provide a resolution of support to formally endorsed the project by the local governing authority; and

WHEREAS, the City of Kingsland desires to endorse the application of Tarrow Greene Limited Partnership for this project.

WHEREAS, the City of Kingsland additionally acknowledges and supports the issuance of a Letter of Support and Recommendation from the Camden County Georgia Initiative for Community Housing (GICH) team for the Tarrow Greene development (See Exhibit A).

THE CITY COUNCIL OF THE CITY OF KINGSLAND, GEORGIA, HEREBY RESOLVES to endorse the application of Tarrow Greene Limited Partnership to the Georgia Department of Community Affairs for 2015 low-income housing tax credits for Tarrow Greene, a new construction project for up to 60 multifamily units to be located at Camden Woods Parkway, Kingsland.

BE IT FINALLY RESOLVED, the Mayor, or his designee, is authorized to sign all required endorsement documents.

[Signed by Mayor of City Clerk, with reference to the date the Resolution was adopted by City Council]

**Camden County Housing Team
Georgia Initiative for Community Housing
531 North Lee Street
Kingsland, Georgia 31548
912-729-7530**

April 8, 2015

Mr. A Gregg Bayard
Parallel Housing, Inc.
198 Boulevard
Athens, Georgia 30601

Dear Mr. Bayard

On behalf of the Camden County GICH Team, it is my pleasure to offer this letter of support for the proposed affordable housing project of Parallel Housing, Inc. to be located in Kingsland, Camden County, Georgia.

The Camden County GICH Team is supportive of the provision of quality, affordable workforce housing in Camden County. We know that quality, affordable, workforce housing does so much to improve the quality of life for our citizens and we are encouraged by your efforts. We also understand that you have already discussed the project with the City of Kingsland and we will support their efforts throughout this project.

If we can be of any further assistance, please feel free to contact us.

Sincerely,



L. Darren Harper
Team Leader

Linda Oshaughnessy

From: Irish Thomas <ITHOMAS@gmanet.com>
Sent: Monday, April 06, 2015 4:18 PM
To: loshaughnessy@kingslandgeorgia.com
Subject: Proposed Slate of District 12 Officers for 2015-2016 - On Behalf of Lamar Norton

I want to advise you that GMA's District 12 officers are nominating the following slate of officers for the 2015-2016 year:

President	Clemontine Washington, Mayor, Midway
First Vice President	Tiffany Walraven, Councilmember, Pembroke
Second Vice President	Wanda Doyle, Mayor Pro Tem, Tybee Island
Third Vice President	Cornell Harvey, Mayor, Brunswick

Prior to asking each city to vote on this proposed slate, we need to determine if anyone in the district wishes to make an additional nomination. Should you care to do so, please submit it by e-mail or letter to Janice Eidson, GMA's District 12 staff liaison, by April 21.

In accordance with GMA Bylaws, the election of district officers will be conducted by mail. Ballots will be mailed on April 29 and due to GMA by June 1. Each city will be entitled to one vote. The results of the election will be announced shortly after June 1, and final action on the slate approved by the district will be taken by the GMA membership at the annual convention on June 28.

Should you have any questions about the district officer election process, please contact Janice at (678) 686-6256 or jeidson@gmanet.com.



Advocacy • Service • Innovation

Irish Thomas
 Senior Executive Assistant
 Office: 678-686-6209 ♦ Fax: 678-686-6309
www.gmanet.com

READER ADVISORY NOTICE: This information is intended only for the individual named above. If you received this in error, please call 404-688-0472 to notify the sender, and then delete the email without printing, copying or retransmitting it. In addition, be advised that Georgia has a very broad open records law and that your email communications with GMA may be subject to public disclosure.

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Attachment: District 12 Officers (1351 : Election of GMA District 12 Officers for 2015-2016)