



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • SEPTEMBER 12, 2016

Regular Meeting

City Council Chamber

6:00 PM

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

I. PUBLIC HEARING - STARTS AT 6:00PM

1. Public Hearing-FY 2016-2017 Budget -
2. Chester Street Section Abandonment -
A proposal to close the section of Chester Street between Satilla Street and May Street to allow for the expansion of First Baptist Church.
3. ZONING TEXT AMENDMENT – Soil Erosion & Sedimentation Control -
Amendment adopts the latest state model ordinance to maintain City's status as a Local Issuing Authority.

II. CALL TO ORDER AND WELCOME GUESTS

III. INVOCATION AND PLEDGE TO THE FLAG

IV. ROLL CALL

Kenneth E Smith Sr
Charles Grayson Day Jr
James Ham
Jim McClain
Richard A. Winters

Mayor
Mayor Pro Tem
City Councilman
City Councilman
City Councilman

V. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular Council Meeting
 1. City Council - Regular Meeting - Aug 22, 2016 6:00 PM -
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

VI. RECOGNITION

1. Sergeant Edward Green, Kingsland Police Department, Retirement After 22 Years of Service to City of Kingsland -

VII. PRESENTATION

1. Walk to End Alzheimer - Ms. Diane Torgersen -
2. Update on Boone Street Signalization - Robbie Cheek -
3. ESG Utility Infrastructure Conditions Assessment Report - John Eddlemon -
4. Presentation - Fire Department Homeland Security Grant Award -

VIII. GRANTING AUDIENCE TO THE PUBLIC

IX. OLD BUSINESS

X. PLANNING AND ZONING

1. ZONING TEXT AMENDMENT – Soil Erosion and Sedimentation Control -
Amendment adopts the latest state model ordinance to maintain City's status as a Local Issuing Authority. Ordinance #2016-05

2. APPLICATION FOR HOME OCCUPATION – Heather Vecera -

Heather Vecera, 243 Merriwood Circle is requesting a Home Occupation Permit for "The Chocolate Shop". Sales will be by phone and at markets and festivals. Zoning is R-1. Applicant is certified by the Georgia Department of Agriculture. Phone orders will be delivered by hand. Planning Commission Recommends Approval.

3. APPLICATION FOR HOME OCCUPATION – John M Grajera -

John M Grajera, 105 Tide Water Circle is requesting a Home Occupation Permit for "Portfolio Management and Tracking" a software development company. Zoning is PD/R-1. Applicant has developed software for Lockheed Martin. He has over 500,000 lines of code that he will approach software marketing companies to sell for him. There will be no walk-in customers. Planning Commission Recommends Approval.

4. APPLICATION FOR HOME OCCUPATION – Nicole Tavernier -

Nicole Tavernier, 110 Lake Wellington Dr is requesting a Home Occupation Permit for "LuLaRoe by Nicole Tavernier" a fashion consultant and online clothing sales business. Zoning is R-1. LuLaRoe is a direct sales company. Applicant will store some inventory at her home. All incoming deliveries will be through the UPS Store. Planning Commission Recommends Approval.

5. APPLICATION FOR HOME OCCUPATION – Edith Cruz -

Edith Cruz, 225 W Johnson Ave is requesting a Home Occupation Permit for “E&J Cleaning” a home cleaning service. Zoning is PR/R-3. Contacts will be by e-mail, phone and Facebook. Vacuum cleaner is largest equipment. Storage will be in backyard shed. Planning Commission Recommends Approval.

XI. NEW BUSINESS

1. Approval Of: Resolution 2016- : Adoption of FY 2016-17 Operating Budget -

2. Approval Of: 2016 Millage Rate - 7.50 Mills -

In accordance with O.C.G.A. Section 48-5-32.1 final millage rate set by the authority of this taxing jurisdiction for tax year 2016 is 7.50 Mills. This rate reflects a half mill reduction from the 2015 millage rate and does not exceed the rollback rate. Required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32.

3. Approval of - Revised EEOC Policy -

Draft policy recommended by GMA, staff recommends approval.

4. Approval Of: Resolution 2016-17 :Drinking Water State Revolving Fund in the Amount of \$1,600,000 Administered by Georgia Environmental Finance Authority. -

City's obligation to repay the loan is made pursuant to the Loan Agreement evidenced by a Promissory Note as presented. Scope of Project includes: \$340,000 Valve Insertion in downtown area, \$180,000 Water Line Replacement on Harriett's Bluff Road for improved shutoff control, and \$1,070,000 AMR Water Meter project for approximately half of the City's meters. Staff recommends approval.

5. Bid Award: Asphalt Resurfacing Project-LMIG 2016 -

To perform asphalt overlay for 1.48 miles of roads as outlined in the 2016 Local Maintenance & Improvement Grant with 30% matching SPLOST funds. Staff recommends low bid, Blackjack Asphalt, Inc for \$167,515.

6. Bid Award: Pest Control Services Contract -

The successful contractor shall provide monthly services for 18 City buildings to include pest monitoring and removal for all facilities. Contract term shall be for 12 months. Staff recommends low bid, Yates-Astro Termite Pest Control.

7. Bid Award: Pipe/Slip Lining-Chestnut Court -

Staff recommends low bidder, Southeast Pipe Survey, Inc for \$48,870.00

8. Appointment - Reappointment of CID Board Members -

Mr. William Brunson, Mr. Darren Harper, Ms. Filiz Morrow

XII. MAYOR AND COUNCIL ANNOUNCEMENT

XIII. ADJOURNED

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Model Soil Erosion, Sedimentation And Pollution Control Ordinance

NOW, THEREFORE, BE IT ORDAINED, BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND, GEORGIA.

SECTION 180. TITLE

This ordinance will be known as “The City of Kingsland Soil Erosion, Sedimentation and Pollution Control Ordinance” and shall be incorporated as Article XVIII of the “Zoning and Land Development Ordinance of the City of Kingsland, Georgia” replacing the existing Article XVIII.

SECTION 181. DEFINITIONS

The following definitions shall apply in the interpretation and enforcement of this ordinance, unless otherwise specifically stated:

1. **Best Management Practices (BMPs):**
These include sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the ‘Manual for Erosion and Sediment Control in Georgia’ published by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.
2. **Board:** The Board of Natural Resources.
3. **Buffer:** The area of land immediately adjacent to the banks of state waters in its natural state of vegetation, which facilitates the protection of water quality and aquatic habitat.
4. **Certified Personnel:** A person who has successfully completed the appropriate certification course approved by the Georgia Soil and Water Conservation Commission.
5. **Coastal Marshlands:** Shall have the same meaning as in O.C.G.A. 12-5-282.
6. **Commission:** The Georgia Soil and Water Conservation Commission (GSWCC).
7. **CPESC:** Certified Professional in Erosion and Sediment Control with current certification by EnviroCert, Inc., which is also referred to as CPESC or CPESC, Inc.
8. **Cut:** A portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface to the excavated surface. Also known as excavation.
9. **Department:** The Georgia Department of Natural Resources (DNR).
10. **Design Professional:** A professional licensed by the State of Georgia in the field of: engineering, architecture, landscape architecture, forestry, geology, or land surveying; or a person that is a Certified Professional in Erosion and Sediment Control (CPESC) with a current certification by EnviroCert, Inc. Design Professionals shall practice in a manner that complies with applicable Georgia law governing professional licensure.
11. **Director:** The Director of the Environmental Protection Division or an authorized representative.
12. **District:** The Satilla River Soil and Water Conservation District.
13. **Division:** The Environmental Protection Division (EPD) of the Department of Natural Resources.
14. **Drainage Structure:** A device composed of a virtually nonerodible material such as concrete, steel, plastic or other such material that conveys water from one place to another

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- by intercepting the flow and carrying it to a release point for storm water management, drainage control, or flood control purposes.
15. **Erosion:** The process by which land surface is worn away by the action of wind, water, ice or gravity.
 16. **Erosion, Sedimentation and Pollution Control Plan:** A plan required by the Erosion and Sedimentation Act, O.C.G.A. Chapter 12-7, that includes, as a minimum protections at least as stringent as the State General Permit, best management practices, and requirements in Section 183.C. of this ordinance.
 17. **Fill:** A portion of land surface to which soil or other solid material has been added; the depth above the original ground surface or an excavation.
 18. **Final Stabilization:** All soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures and areas located outside the waste disposal limits of a landfill cell that has been certified by EPD for waste disposal, 100% of the soil surface is uniformly covered in permanent vegetation with a density of 70% or greater, or equivalent permanent stabilization measures (such as the use of rip rap, gabions, permanent mulches or geotextiles) have been used. Permanent vegetation shall consist of: planted trees, shrubs, perennial vines; a crop of perennial vegetation appropriate for the time of year and region; or a crop of annual vegetation and a seeding of target crop perennials appropriate for the region. Final stabilization applies to each phase of construction.
 19. **Finished Grade:** The final elevation and contour of the ground after cutting or filling and conforming to the proposed design.
 20. **Grading:** Altering the shape of ground surfaces to a predetermined condition; this includes stripping, cutting, filling, stockpiling and shaping or any combination thereof and shall include the land in its cut or filled condition.
 21. **Ground Elevation:** The original elevation of the ground surface prior to cutting or filling.
 22. **Land-Disturbing Activity:** Any activity which may result in soil erosion from water or wind and the movement of sediments into state waters or onto lands within the state, including, but not limited to, clearing, dredging, grading, excavating, transporting, and filling of land but not including agricultural practices as described in Section 182, Paragraph 5.
 23. **Larger Common Plan of Development or Sale:** A contiguous area where multiple separate and distinct construction activities are occurring under one plan of development or sale. For the purposes of this paragraph, "plan" means an announcement; piece of documentation such as a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, or computer design; or physical demarcation such as boundary signs, lot stakes, or surveyor markings, indicating that construction activities may occur on a specific plot.
 24. **Local Issuing Authority:** The governing authority of any county or municipality which is certified pursuant to subsection (a) O.C.G.A. 12-7-8.
 25. **Metropolitan River Protection Act (MRPA):** A state law referenced as O.C.G.A. 12-5-440 et.seq. which addresses environmental and developmental matters in certain metropolitan river corridors and their drainage basins.
 26. **Natural Ground Surface:** The ground surface in its original state before any grading, excavation or filling.
 27. **Nephelometric Turbidity Units (NTU):** Numerical units of measure based upon photometric analytical techniques for measuring the light scattered by finely divided particles of a substance in suspension. This technique is used to estimate the extent of turbidity in water in which colloiddally dispersed or suspended particles are present.
 28. **NOI:** A Notice of Intent form provided by EPD for coverage under the State General Permit.

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29. **NOT:** A Notice of Termination form provided by EPD to terminate coverage under the State General Permit.
30. **Operator:** The party or parties that have: (A) operational control of construction project plans and specifications, including the ability to make modifications to those plans and specifications; or (B) day-to-day operational control of those activities that are necessary to ensure compliance with an erosion, sedimentation and pollution control plan for the site or other permit conditions, such as a person authorized to direct workers at a site to carry out activities required by the erosion, sedimentation and pollution control plan or to comply with other permit conditions.
31. **Outfall:** The location where storm water in a discernible, confined and discrete conveyance, leaves a facility or site or, if there is a receiving water on site, becomes a point source discharging into that receiving water.
32. **Permit:** The authorization necessary to conduct a land-disturbing activity under the provisions of this ordinance.
33. **Person:** Any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, state agency, municipality or other political subdivision of the State of Georgia, any interstate body or any other legal entity.
34. **Phase or Phased:** Sub-parts or segments of construction projects where the sub-part or segment is constructed and stabilized prior to completing construction activities on the entire construction site.
35. **Project:** The entire proposed development project regardless of the size of the area of land to be disturbed.
36. **Properly Designed:** Designed in accordance with the design requirements and specifications contained in the "Manual for Erosion and Sediment Control in Georgia" (Manual) published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted and amendments to the Manual as approved by the Commission up until the date of NOI submittal.
37. **Roadway Drainage Structure:** A device such as a bridge, culvert, or ditch, composed of a virtually nonerodible material such as concrete, steel, plastic, or other such material that conveys water under a roadway by intercepting the flow on one side of a traveled roadway consisting of one or more defined lanes, with or without shoulder areas, and carrying water to a release point on the other side.
38. **Sediment:** Solid material, both organic and inorganic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, ice, or gravity as a product of erosion.
39. **Sedimentation:** The process by which eroded material is transported and deposited by the action of water, wind, ice or gravity.
40. **Soil and Water Conservation District Approved Plan:** An erosion, sedimentation and pollution control plan approved in writing by the Satilla River Soil and Water Conservation District.
41. **Stabilization:** The process of establishing an enduring soil cover of vegetation by the installation of temporary or permanent structures for the purpose of reducing to a minimum the erosion process and the resultant transport of sediment by wind, water, ice or gravity.
42. **State General Permit:** The National Pollution Discharge Elimination System (NPDES) general permit or permits for storm water runoff from construction activities as is now in effect or as may be amended or reissued in the future pursuant to the state's authority to implement the same through federal delegation under the Federal Water Pollution Control

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Act, as amended, 33 U.S.C. Section 1251, et seq., and subsection (f) of Code Section 12-5-30.

43. **State Waters:** Any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of Georgia which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation.
44. **Structural Erosion, Sedimentation and Pollution Control Practices:** Practices for the stabilization of erodible or sediment-producing areas by utilizing the mechanical properties of matter for the purpose of either changing the surface of the land or storing, regulating or disposing of runoff to prevent excessive sediment loss. Examples of structural erosion and sediment control practices are riprap, sediment basins, dikes, level spreaders, waterways or outlets, diversions, grade stabilization structures and sediment traps, etc. Such practices can be found in the publication *Manual for Erosion and Sediment Control in Georgia*.
45. **Trout Streams:** All streams or portions of streams within the watershed as designated by the Wildlife Resources Division of the Georgia Department of Natural Resources under the provisions of the Georgia Water Quality Control Act, O.C.G.A. 12-5-20, in the rules and regulations for Water Quality Control, Chapter 391-3-6 at www.gaepd.org. Streams designated as primary trout waters are defined as water supporting a self-sustaining population of rainbow, brown or brook trout. Streams designated as secondary trout waters are those in which there is no evidence of natural trout reproduction, but are capable of supporting trout throughout the year. First order trout waters are streams into which no other streams flow except springs.
46. **Vegetative Erosion and Sedimentation Control Measures:** Measures for the stabilization of erodible or sediment-producing areas by covering the soil with:
 - a. Permanent seeding, sprigging or planting, producing long-term vegetative cover, or
 - b. Temporary seeding, producing short-term vegetative cover; or
 - c. Sodding, covering areas with a turf of perennial sod-forming grass.
 Such measures can be found in the publication *Manual for Erosion and Sediment Control in Georgia*.
47. **Watercourse:** Any natural or artificial watercourse, stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine, or wash in which water flows either continuously or intermittently and which has a definite channel, bed and banks, and including any area adjacent thereto subject to inundation by reason of overflow or floodwater.
48. **Wetlands:** Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

SECTION 182. EXEMPTIONS

This ordinance shall apply to any land-disturbing activity undertaken by any person on any land except for the following

1. Surface mining, as the same is defined in O.C.G.A. 12-4-72, "The Georgia Surface Mining Act of 1968".
2. Granite quarrying and land clearing for such quarrying;

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3. Such minor land-disturbing activities as home gardens and individual home landscaping, repairs, maintenance work, fences, and other related activities which result in minor soil erosion;
4. The construction of single-family residences, when such construction disturbs less than one (1) acre and is not a part of a larger common plan of development or sale with a planned disturbance of equal to or greater than one (1) acre and not otherwise exempted under this paragraph; provided, however, that construction of any such residence shall conform to the minimum requirements as set forth in O.C.G.A. 12-7-6 and this paragraph. For single-family residence construction covered by the provisions of this paragraph, there shall be a buffer zone between the residence and any state waters classified as trout streams pursuant to Article 2 of Chapter 5 of the Georgia Water Quality Control Act. In any such buffer zone, no land-disturbing activity shall be constructed between the residence and the point where vegetation has been wrested by normal stream flow or wave action from the banks of the trout waters. For primary trout waters, the buffer zone shall be at least 50 horizontal feet, and no variance to a smaller buffer shall be granted. For secondary trout waters, the buffer zone shall be at least 50 horizontal feet, but the Director may grant variances to no less than 25 feet. Regardless of whether a trout stream is primary or secondary, for first order trout waters, which are streams into which no other streams flow except for springs, the buffer shall be at least 25 horizontal feet, and no variance to a smaller buffer shall be granted. The minimum requirements of subsection (b) of O.C.G.A. 12-7-6 and the buffer zones provided by this paragraph shall be enforced by the Local Issuing Authority;
5. Agricultural operations as defined in O.C.G.A. 1-3-3, "definitions", to include raising, harvesting or storing of products of the field or orchard; feeding, breeding or managing livestock or poultry; producing or storing feed for use in the production of livestock, including but not limited to cattle, calves, swine, hogs, goats, sheep, and rabbits or for use in the production of poultry, including but not limited to chickens, hens and turkeys; producing plants, trees, fowl, or animals; the production of aqua culture, horticultural, dairy, livestock, poultry, eggs and apiarian products; farm buildings and farm ponds;
6. Forestry land management practices, including harvesting; provided, however, that when such exempt forestry practices cause or result in land-disturbing or other activities otherwise prohibited in a buffer, as established in paragraphs (15) and (16) of Section 183 C. of this ordinance, no other land-disturbing activities, except for normal forest management practices, shall be allowed on the entire property upon which the forestry practices were conducted for a period of three (3) years after completion of such forestry practices;
7. Any project carried out under the technical supervision of the Natural Resources Conservation Service (NRCS) of the United States Department of Agriculture;
8. Any project involving less than one (1) acre of disturbed area; provided, however, that this exemption shall not apply to any land-disturbing activity within a larger common plan of development or sale with a planned disturbance of equal to or greater than one (1) acre or within 200 feet of the bank of any state waters, and for purposes of this paragraph, "State Waters" excludes channels and drainage ways which have water in them only during and immediately after rainfall events and intermittent streams which do not have water in them year-round; provided, however, that any person responsible for a project which involves less than one (1) acre, which involves land-disturbing activity, and which is within 200 feet of any such excluded channel or drainage way, must prevent sediment from moving beyond the boundaries of the property on which such project is located and provided, further, that nothing contained herein shall prevent the Local Issuing Authority from regulating any such project which is not specifically exempted by paragraphs 1, 2, 3, 4, 5, 6, 7, 9 or 10 of this section;

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9. Construction or maintenance projects, or both, undertaken or financed in whole or in part, or both, by the Department of Transportation, the Georgia Highway Authority, or the State Road and Tollway Authority; or any road construction or maintenance project, or both, undertaken by any county or municipality; provided, however, that construction or maintenance projects of the Department of Transportation or the State Road and Tollway Authority which disturb one or more contiguous acres of land shall be subject to provisions of O.C.G.A. 12-7-7.1; except where the Department of Transportation, the Georgia Highway Authority, or the State Road and Tollway Authority is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case a copy of a notice of intent under the state general permit shall be submitted to the Local Issuing Authority, the Local Issuing Authority shall enforce compliance with the minimum requirements set forth in O.C.G.A. 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders;
10. Any land-disturbing activities conducted by any electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power; except where an electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case the Local Issuing Authority shall enforce compliance with the minimum requirements set forth in O.C.G.A. 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders; and
11. Any public water system reservoir.

SECTION 183. MINIMUM REQUIREMENTS FOR EROSION, SEDIMENTATION AND POLLUTION CONTROL USING BEST MANAGEMENT PRACTICES

A. GENERAL PROVISIONS

Excessive soil erosion and resulting sedimentation can take place during land-disturbing activities if requirements of the ordinance and the NPDES General Permit are not met. Therefore, plans for those land-disturbing activities which are not exempted by this ordinance shall contain provisions for application of soil erosion, sedimentation and pollution control measures and practices. The provisions shall be incorporated into the erosion, sedimentation and pollution control plans. Soil erosion, sedimentation and pollution control measures and practices shall conform to the minimum requirements of Section 183 B. & C. of this ordinance. The application of measures and practices shall apply to all features of the site, including street and utility installations, drainage facilities and other temporary and permanent improvements. Measures shall be installed to prevent or control erosion, sedimentation and pollution during all stages of any land-disturbing activity in accordance with requirements of this ordinance and the NPDES General Permit.

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B. MINIMUM REQUIREMENTS/ BMPs

1. Best management practices as set forth in Section 183 B. & C. of this ordinance shall be required for all land-disturbing activities. Proper design, installation, and maintenance of best management practices shall constitute a complete defense to any action by the Director or to any other allegation of noncompliance with paragraph (2) of this subsection or any substantially similar terms contained in a permit for the discharge of storm water issued pursuant to subsection (f) of O.C.G.A. 12-5-30, the "Georgia Water Quality Control Act". As used in this subsection the terms "proper design" and "properly designed" mean designed in accordance with the hydraulic design specifications contained in the "Manual for Erosion and Sediment Control in Georgia" specified in O.C.G.A. 12-7-6 subsection (b).
 2. A discharge of storm water runoff from disturbed areas where best management practices have not been properly designed, installed, and maintained shall constitute a separate violation of any land-disturbing permit issued by a local Issuing Authority or of any state general permit issued by the Division pursuant to subsection (f) of O.C.G.A. 12-5-30, the "Georgia Water Quality Control Act", for each day on which such discharge results in the turbidity of receiving waters being increased by more than twenty-five (25) nephelometric turbidity units for waters supporting warm water fisheries or by more than ten (10) nephelometric turbidity units for waters classified as trout waters. The turbidity of the receiving waters shall be measured in accordance with guidelines to be issued by the Director. This paragraph shall not apply to any land disturbance associated with the construction of single family homes which are not part of a larger common plan of development or sale unless the planned disturbance for such construction is equal to or greater than five (5) acres.
 3. Failure to properly design, install, or maintain best management practices shall constitute a violation of any land-disturbing permit issued by a Local Issuing Authority or of any state general permit issued by the Division pursuant to subsection (f) of Code Section 12-5-30, the "Georgia Water Quality Control Act", for each day on which such failure occurs.
 4. The Director may require, in accordance with regulations adopted by the Board, reasonable and prudent monitoring of the turbidity level of receiving waters into which discharges from land disturbing activities occur.
 5. The LIA may set more stringent buffer requirements than stated in C.15,16 and 17, in light of O.C.G.A. § 12-7-6 (c).
- C. The rules and regulations, ordinances, or resolutions adopted pursuant to O.C.G.A. 12-7-1 et. seq. for the purpose of governing land-disturbing activities shall require, as a minimum, protections at least as stringent as the state general permit; and best management practices, including sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the *Manual for Erosion and Sediment Control in Georgia* published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted, as well as the following:
1. Stripping of vegetation, regrading and other development activities shall be conducted in a manner so as to minimize erosion;
 2. Cut-fill operations must be kept to a minimum;
 3. Development plans must conform to topography and soil type so as to create the lowest practicable erosion potential;
 4. Whenever feasible, natural vegetation shall be retained, protected and supplemented;
 5. The disturbed area and the duration of exposure to erosive elements shall be kept to a practicable minimum;

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6. Disturbed soil shall be stabilized as quickly as practicable;
7. Temporary vegetation or mulching shall be employed to protect exposed critical areas during development;
8. Permanent vegetation and structural erosion control practices shall be installed as soon as practicable;
9. To the extent necessary, sediment in run-off water must be trapped by the use of debris basins, sediment basins, silt traps, or similar measures until the disturbed area is stabilized. As used in this paragraph, a disturbed area is stabilized when it is brought to a condition of continuous compliance with the requirements of O.C.G.A. 12-7-1 et. seq.;
10. Adequate provisions must be provided to minimize damage from surface water to the cut face of excavations or the sloping of fills;
11. Cuts and fills may not endanger adjoining property;
12. Fills may not encroach upon natural watercourses or constructed channels in a manner so as to adversely affect other property owners;
13. Grading equipment must cross flowing streams by means of bridges or culverts except when such methods are not feasible, provided, in any case, that such crossings are kept to a minimum;
14. Land-disturbing activity plans for erosion, sedimentation and pollution control shall include provisions for treatment or control of any source of sediments and adequate sedimentation control facilities to retain sediments on-site or preclude sedimentation of adjacent waters beyond the levels specified in Section 183 B. 2. of this ordinance;
15. Except as provided in paragraph (16) and (17) of this subsection, there is established a 25 foot buffer along the banks of all state waters, as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, except where the Director determines to allow a variance that is at least as protective of natural resources and the environment, where otherwise allowed by the Director pursuant to O.C.G.A. 12-2-8, where a drainage structure or a roadway drainage structure must be constructed, provided that adequate erosion control measures are incorporated in the project plans and specifications, and are implemented; or where bulkheads and sea walls are installed to prevent shoreline erosion on Lake Oconee and Lake Sinclair; or along any ephemeral stream. As used in this provision, the term 'ephemeral stream' means a stream: that under normal circumstances has water flowing only during and for a short duration after precipitation events; that has the channel located above the ground-water table year round; for which ground water is not a source of water; and for which runoff from precipitation is the primary source of water flow, Unless exempted as along an ephemeral stream, the buffers of at least 25 feet established pursuant to part 6 of Article 5, Chapter 5 of Title 12, the "Georgia Water Quality Control Act", shall remain in force unless a variance is granted by the Director as provided in this paragraph. The following requirements shall apply to any such buffer:
 - a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover

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- remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and
- b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream crossings for water lines; or (ii) Stream crossings for sewer lines; and
16. There is established a 50 foot buffer as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, along the banks of any state waters classified as "trout streams" pursuant to Article 2 of Chapter 5 of Title 12, the "Georgia Water Quality Control Act", except where a roadway drainage structure must be constructed ; provided, however, that small springs and streams classified as trout streams which discharge an average annual flow of 25 gallons per minute or less shall have a 25 foot buffer or they may be piped, at the discretion of the landowner, pursuant to the terms of a rule providing for a general variance promulgated by the Board, so long as any such pipe stops short of the downstream landowner's property and the landowner complies with the buffer requirement for any adjacent trout streams. The Director may grant a variance from such buffer to allow land-disturbing activity, provided that adequate erosion control measures are incorporated in the project plans and specifications and are implemented. The following requirements shall apply to such buffer:
 - a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed, state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed: provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and
 - b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream crossings for water lines; or (ii) Stream crossings for sewer lines; and
 17. There is established a 25 foot buffer along coastal marshlands, as measured horizontally from the coastal marshland-upland interface, as determined in accordance with Chapter 5 of Title 12 of this title, the "Coastal Marshlands Protection Act of 1970." And the rules and regulations promulgated thereunder, except where the director determines to allow a variance that is at least as protective of natural resources and the environment, where otherwise allowed by the director pursuant to Code Section 12-2-8, where an alteration within the buffer area has been authorized pursuant to Code Section 12-5-286, for maintenance of any currently serviceable structure, landscaping, or hardscaping, including bridges, roads, parking lots, golf courses, golf cart paths,

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retaining walls, bulkheads, and patios; provided, however, that if such maintenance requires any land-disturbing activity, adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented, where a drainage structure or roadway drainage structure is constructed or maintained; provided, however, that if such maintenance requires any land-disturbing activity, adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented, on the landward side of any currently serviceable shoreline stabilization structure, or for the maintenance of any manmade storm-water detention basin, golf course pond, or impoundment that is located entirely within the property of a single individual, partnership, or corporation; provided, however, that adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented. For the purposes of this paragraph maintenance shall be defined as actions necessary or appropriate for retaining or restoring a currently serviceable improvement to the specified operable condition to achieve its maximum useful life. Maintenance includes emergency reconstruction of recently damaged parts of a currently serviceable structure so long as it occurs within a reasonable period of time after damage occurs. Maintenance does not include any modification that changes the character, scope or size of the original design and serviceable shall be defined as usable in its current state or with minor maintenance but not so degraded as to essentially require reconstruction.

- a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed, state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat; and
- b. The buffer shall not apply to crossings for utility lines that cause a width of disturbance of not more than 50 feet within the buffer, provided, however, that adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented.
- c. The buffer shall not apply to any land-disturbing activity conducted pursuant to and in compliance with a valid and effective land-disturbing permit issued subsequent to April 22, 2014, and prior to December 31, 2015; provided, however, that adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented or any lot for which the preliminary plat has been approved prior to December 31, 2015 if roadways, bridges, or water and sewer lines have been extended to such lot prior to the effective date of this Act and if the requirement to maintain a 25 foot buffer would consume at least 18 percent of the high ground of the platted lot otherwise available for development; provided, however, that adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented.
- d. Activities where the area within the

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buffer is not more than 500 square feet or that have a "Minor Buffer Impact" as defined in 391-3-7-.01(r), provided that the total area of buffer impacts is less than 5,000 square feet are deemed to have an approved buffer variance by rule. Bank stabilization structures are not eligible for coverage under the variance by rule and notification shall be made to the Division at least 14 days prior to the commencement of land disturbing activities.

- D. Nothing contained in O.C.G.A. 12-7-1 et. seq. shall prevent any Local Issuing Authority from adopting rules and regulations, ordinances, or resolutions which contain stream buffer requirements that exceed the minimum requirements in Section 183 B. & C. of this ordinance.
- E. The fact that land-disturbing activity for _____ which a permit has been issued results in _____ injury to the property of another shall neither constitute proof of nor create a presumption _____ of a violation of the standards provided for in this ordinance or the terms of the permit.

SECTION 184. APPLICATION/PERMIT PROCESS

A. GENERAL

The property owner, developer and designated planners and engineers shall design and review before submittal the general development plans. The Local Issuing Authority shall review the tract to be developed and the area surrounding it. They shall consult the zoning ordinance, storm water management ordinance, subdivision ordinance, flood damage prevention ordinance, this ordinance, and any other ordinances, rules, regulations or permits, which regulate the development of land within the jurisdictional boundaries of the Local Issuing Authority. However, the owner and/or operator are the only parties who may obtain a permit.

B. APPLICATION REQUIREMENTS

1. No person shall conduct any land-disturbing activity within the jurisdictional boundaries of City of Kingsland, GA without first obtaining a permit from the Department of Community Planning and Development to perform such activity and providing a copy of Notice of Intent submitted to EPD if applicable.
2. The application for a permit shall be submitted to the Department of Community Planning and Development and must include the applicant's erosion, sedimentation and pollution control plan with supporting data, as necessary. Said plans shall include, as a minimum, the data specified in Section 184 C. of this ordinance. Erosion, sedimentation and pollution control plans, together with supporting data, must demonstrate affirmatively that the land disturbing activity proposed will be carried out in such a manner that the provisions of Section 183 B. & C. of this ordinance will be met. Applications for a permit will not be accepted unless accompanied by three (3) copies of the applicant's erosion, sedimentation and pollution control plans. All applications shall contain a certification stating that the plan preparer or the designee thereof visited the site prior to creation of the plan in accordance with EPD Rule 391-3-7-.10.
3. In addition to the local permitting fees, fees will also be assessed pursuant to paragraph (5) subsection (a) of O.C.G.A. 12-5-23, provided that such fees shall not exceed \$80.00 per acre of land-disturbing activity, and these fees shall be calculated and paid by the primary permittee as defined in the state general permit for each acre of land-disturbing activity included in the planned development or each phase of development. All applicable fees shall be paid prior to issuance of the land disturbance permit. In a jurisdiction that is

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certified pursuant to subsection (a) of O.C.G.A. 12-7-8 half of such fees levied shall be submitted to the Division; except that any and all fees due from an entity which is required to give notice pursuant to paragraph (9) or (10) of O.C.G.A. 12-7-17 shall be submitted in full to the Division, regardless of the existence of a Local Issuing Authority in the jurisdiction.

4. Immediately upon receipt of an application and plan for a permit, the Local Issuing Authority shall refer the application and plan to the District for its review and approval or disapproval concerning the adequacy of the erosion, sedimentation and pollution control plan. The District shall approve or disapprove a plan within 35 days of receipt. Failure of the District to act within 35 days shall be considered an approval of the pending plan. The results of the District review shall be forwarded to the Local Issuing Authority. No permit will be issued unless the plan has been approved by the District, and any variances required by Section 183 C. 15, 16 and 17 have been obtained, all fees have been paid, and bonding, if required as per Section 184 B.6., have been obtained. Such review will not be required if the Local Issuing Authority and the District have entered into an agreement which allows the Local Issuing Authority to conduct such review and approval of the plan without referring the application and plan to the District. The Local Issuing Authority with plan review authority shall approve or disapprove a revised Plan submittal within 35 days of receipt. Failure of the Local Issuing Authority with plan review authority to act within 35 days shall be considered an approval of the revised Plan submittal.
5. If a permit applicant has had two or more violations of previous permits, this ordinance section, or the Erosion and Sedimentation Act, as amended, within three years prior to the date of filing the application under consideration, the Local Issuing Authority may deny the permit application.
6. The Local Issuing Authority may require the permit applicant to post a bond in the form of government security, cash, irrevocable letter of credit, or any combination thereof up to, but not exceeding, \$3,000.00 per acre or fraction thereof of the proposed land-disturbing activity, prior to issuing the permit. If the applicant does not comply with this section or with the conditions of the permit after issuance, the Local Issuing Authority may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance. These provisions shall not apply unless there is in effect an ordinance or statute specifically providing for hearing and judicial review of any determination or order of the Local Issuing Authority with respect to alleged permit violations.

C. PLAN REQUIREMENTS

1. Plans must be prepared to meet the minimum requirements as contained in Section 183 B. & C. of this ordinance, or through the use of more stringent, alternate design criteria which conform to sound conservation and engineering practices. The *Manual for Erosion and Sediment Control in Georgia* is hereby incorporated by reference into this ordinance. The plan for the land-disturbing activity shall consider the interrelationship of the soil types, geological and hydrological characteristics, topography, watershed, vegetation, proposed permanent structures including roadways, constructed waterways, sediment control and storm water management facilities, local ordinances and State laws. Maps, drawings and supportive computations shall bear the signature and seal of the certified design professional. Persons involved in land development design, review, permitting, construction, monitoring, or inspections or any land disturbing activity shall meet the education and training certification requirements, dependent on his or her level of

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- involvement with the process, as developed by the Commission and in consultation with the Division and the Stakeholder Advisory Board created pursuant to O.C.G.A. 12-7-20.
2. Data Required for Site Plan shall include all the information required from the appropriate Erosion, Sedimentation and Pollution Control Plan Review Checklist established by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.

D. PERMITS

1. Permits shall be issued or denied as soon as practicable but in any event not later than forty-five (45) days after receipt by the Local Issuing Authority of a completed application, providing variances and bonding are obtained, where necessary and all applicable fees have been paid prior to permit issuance. The permit shall include conditions under which the activity may be undertaken.
2. No permit shall be issued by the Local Issuing Authority unless the erosion, sedimentation and pollution control plan has been approved by the District and the Local Issuing Authority has affirmatively determined that the plan is in compliance with this ordinance, any variances required by Section 183 C. 15, 16 and 17 are obtained, bonding requirements, if necessary, as per Section 184 B. 6. are met and all ordinances and rules and regulations in effect within the jurisdictional boundaries of the Local Issuing Authority are met. If the permit is denied, the reason for denial shall be furnished to the applicant.
3. Any land-disturbing activities by a local issuing authority shall be subject to the same requirements of this ordinance, and any other ordinances relating to land development, as are applied to private persons and the division shall enforce such requirements upon the local issuing authority.
4. If the tract is to be developed in phases, then a separate permit shall be required for each phase.
5. The permit may be suspended, revoked, or modified by the Local Issuing Authority, as to all or any portion of the land affected by the plan, upon finding that the holder or his successor in the title is not in compliance with the approved erosion and sedimentation control plan or that the holder or his successor in title is in violation of this ordinance. A holder of a permit shall notify any successor in title to him as to all or any portion of the land affected by the approved plan of the conditions contained in the permit.
6. The LIA may reject a permit application if the applicant has had two or more violations of previous permits or the Erosion and Sedimentation Act permit requirements within three years prior to the date of the application, in light of O.C.G.A. 12-7-7 (f) (1).

SECTION 185. INSPECTION AND ENFORCEMENT

- A. The Department of Community Planning and Development will periodically inspect the sites of land-disturbing activities for which permits have been issued to determine if the activities are being conducted in accordance with the plan and if the measures required in the plan are effective in controlling erosion and sedimentation. Also, the Local Issuing Authority shall regulate primary, secondary and tertiary permittees as such terms are defined in the state general permit. Primary permittees shall be responsible for installation and maintenance of best management practices where the primary permittee is conducting land-disturbing activities. Secondary permittees shall be responsible for installation and maintenance of best management practices where the secondary permittee is conducting land-disturbing activities. Tertiary permittees shall be responsible for installation and maintenance where the tertiary permittee is

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conducting land-disturbing activities. If, through inspection, it is deemed that a person engaged in land-disturbing activities as defined herein has failed to comply with the approved plan, with permit conditions, or with the provisions of this ordinance, a written notice to comply shall be served upon that person. The notice shall set forth the measures necessary to achieve compliance and shall state the time within which such measures must be completed. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this ordinance.

- B. The Local Issuing Authority must amend its ordinances to the extent appropriate within twelve (12) months of any amendments to the Erosion and Sedimentation Act of 1975.
- C. The Department of Community Planning and Development shall have the power to conduct such investigations as it may reasonably deem necessary to carry out duties as prescribed in this ordinance, and for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigation and inspecting the sites of land-disturbing activities.
- D. No person shall refuse entry or access to any authorized representative or agent of the Local Issuing Authority, the Commission, the District, or Division who requests entry for the purposes of inspection, and who presents appropriate credentials, nor shall any person obstruct, hamper or interfere with any such representative while in the process of carrying out his official duties.
- E. The District or the Commission or both shall semi-annually review the actions of counties and municipalities which have been certified as Local Issuing Authorities pursuant to O.C.G.A. 12-7-8 (a). The District or the Commission or both may provide technical assistance to any county or municipality for the purpose of improving the effectiveness of the county's or municipality's erosion, sedimentation and pollution control program. The District or the Commission shall notify the Division and request investigation by the Division if any deficient or ineffective local program is found.
- F. The Division may periodically review the actions of counties and municipalities which have been certified as Local Issuing Authorities pursuant to Code Section 12-7-8 (a). Such review may include, but shall not be limited to, review of the administration and enforcement of a governing authority's ordinance and review of conformance with an agreement, if any, between the district and the governing authority. If such review indicates that the governing authority of any county or municipality certified pursuant to O.C.G.A. 12-7-8 (a) has not administered or enforced its ordinances or has not conducted the program in accordance with any agreement entered into pursuant to O.C.G.A. 12-7-7 (e), the Division shall notify the governing authority of the county or municipality in writing. The governing authority of any county or municipality so notified shall have 90 days within which to take the necessary corrective action to retain certification as a Local Issuing Authority. If the county or municipality does not take necessary corrective action within 90 days after notification by the division, the division shall revoke the certification of the county or municipality as a Local Issuing Authority.

SECTION 186. PENALTIES AND INCENTIVES

A. FAILURE TO OBTAIN A PERMIT FOR LAND-DISTURBING ACTIVITY

If any person commences any land-disturbing activity requiring a land-disturbing permit as prescribed in this ordinance without first obtaining said permit, the person shall be subject to revocation of his business license, work permit or other authorization for the conduct of a business and associated work activities within the jurisdictional boundaries of the Local Issuing Authority.

B. STOP-WORK ORDERS

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1. For the first and second violations of the provisions of this ordinance, the Director or the Local Issuing Authority shall issue a written warning to the violator. The violator shall have five days to correct the violation. If the violation is not corrected within five days, the Director or the Local Issuing Authority shall issue a stop-work order requiring that land-disturbing activities be stopped until necessary corrective action or mitigation has occurred; provided, however, that, if the violation presents an imminent threat to public health or waters of the state or if the land-disturbing activities are conducted without obtaining the necessary permit, the Director or the Local Issuing Authority shall issue an immediate stop-work order in lieu of a warning;
2. For a third and each subsequent violation, the Director or the Local Issuing Authority shall issue an immediate stop-work order; and;
3. All stop-work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred.
4. When a violation in the form of taking action without a permit, failure to maintain a stream buffer, or significant amounts of sediment, as determined by the Local Issuing Authority or by the Director or his or her Designee, have been or are being discharged into state waters and where best management practices have not been properly designed, installed, and maintained, a stop work order shall be issued by the Local Issuing Authority or by the Director or his or her Designee. All such stop work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred. Such stop work orders shall apply to all land-disturbing activity on the site with the exception of the installation and maintenance of temporary or permanent erosion and sediment controls.

C. BOND FORFEITURE

If, through inspection, it is determined that a person engaged in land-disturbing activities has failed to comply with the approved plan, a written notice to comply shall be served upon that person. The notice shall set forth the measures necessary to achieve compliance with the plan and shall state the time within which such measures must be completed. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this ordinance and, in addition to other penalties, shall be deemed to have forfeited his performance bond, if required to post one under the provisions of Section 184 B. 6. The Local Issuing Authority may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance.

D. MONETARY PENALTIES

1. Any person who violates any provisions of this ordinance, or any permit condition or limitation established pursuant to this ordinance, or who negligently or intentionally fails or refuses to comply with any final or emergency order of the Director issued as provided in this ordinance shall be liable for a civil penalty not to exceed \$2,500.00 per day. For the purpose of enforcing the provisions of this ordinance, notwithstanding any provisions in any City charter to the contrary, municipal courts shall be authorized to impose penalty not to exceed \$2,500.00 for each violation. Notwithstanding any limitation of law as to penalties which can be assessed for violations of county ordinances, any magistrate court or any other court of competent jurisdiction trying cases brought as violations of this ordinance under county ordinances approved under this ordinance shall be authorized to impose penalties for such violations not to exceed \$2,500.00 for each violation. Each day during which violation or failure or refusal to comply continues shall be a separate violation.

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SECTION 187. EDUCATION AND CERTIFICATION

- A. Persons involved in land development design, review, permitting, construction, monitoring, or inspection or any land-disturbing activity shall meet the education and training certification requirements, dependent on their level of involvement with the process, as developed by the commission in consultation with the division and the stakeholder advisory board created pursuant to O.C.G.A. 12-7-20.
- B. For each site on which land-disturbing activity occurs, each entity or person acting as either a primary, secondary, or tertiary permittee, as defined in the state general permit, shall have as a minimum one person who is in responsible charge of erosion and sedimentation control activities on behalf of said entity or person and meets the applicable education or training certification requirements developed by the Commission present on site whenever land-disturbing activities are conducted on that site. A project site shall herein be defined as any land-disturbance site or multiple sites within a larger common plan of development or sale permitted by an owner or operator for compliance with the state general permit.
- C. Persons or entities involved in projects not requiring a state general permit but otherwise requiring certified personnel on site may contract with certified persons to meet the requirements of this ordinance.
- D. If a state general permittee who has operational control of land-disturbing activities for a site has met the certification requirements of paragraph (1) of subsection (b) of O.C.G.A. 12-7-19, then any person or entity involved in land-disturbing activity at that site and operating in a subcontractor capacity for such permittee shall meet those educational requirements specified in paragraph (4) of subsection (b) of O.C.G.A. 12-7-19 and shall not be required to meet any educational requirements that exceed those specified in said paragraph.

SECTION 188. ADMINISTRATIVE APPEAL JUDICIAL REVIEW

A. ADMINISTRATIVE REMEDIES

The suspension, revocation, modification or grant with condition of a permit by the Local Issuing Authority upon finding that the holder is not in compliance with the approved erosion, sediment and pollution control plan; or that the holder is in violation of permit conditions; or that the holder is in violation of any ordinance; shall entitle the person submitting the plan or holding the permit to a hearing before the City Council within twenty-one (21) days after receipt by the Local Issuing Authority of written notice of appeal.

B. JUDICIAL REVIEW

Any person, aggrieved by a decision or order of the Local Issuing Authority, after exhausting his administrative remedies, shall have the right to appeal denovo to the Superior Court of Camden County.

SECTION 189. EFFECTIVITY, VALIDITY AND LIABILITY

A. EFFECTIVITY

This ordinance shall become effective on the _____ day of _____, 2016.

B. VALIDITY

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If any section, paragraph, clause, phrase, or provision of this ordinance shall be adjudged invalid or held unconstitutional, such decisions shall not affect the remaining portions of this ordinance.

C. LIABILITY

1. Neither the approval of a plan under the provisions of this ordinance, nor the compliance with provisions of this ordinance shall relieve any person from the responsibility for damage to any person or property otherwise imposed by law nor impose any liability upon the Local Issuing Authority or District for damage to any person or property.
2. The fact that a land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the standards provided for in this ordinance or the terms of the permit.
3. No provision of this ordinance shall permit any persons to violate the Georgia Erosion and Sedimentation Act of 1975, the Georgia Water Quality Control Act or the rules and regulations promulgated and approved thereunder or pollute any Waters of the State as defined thereby.

ATTEST:

Signature

Signature

City of Kingsland
Proposed FY 2016-17 Budget
Option A

11.1.a

	Department	FY 16-17 Requested Budget	FY 16-17 Recomm'd Budget	\$ Increase/ Decrease from Requested Budget	Current Year FY 15-16 Budget	Variance from FY 15-16 budget to FY 16-17 Recom'd		Summary of Changes From FY15-16 Budget to FY16-17 Budget
						% Change	\$ Increase/ Decrease	
General Fund	General Fund Revenues	\$9,876,921	\$9,843,921	-\$33,000	\$9,722,423	1.25%	\$121,498	General Fund, CVB, Water/Sewer, and Solid Waste include: 1%-3% merit raises based on longevity & performance (except police currently under a 5 year salary plan). Approved merit increases will be given on employee anniversary dates coincide with annual evaluations. Retirement funding decreased by 13%. Health insurance increased by 12% (employer & employee). Contingency of \$333,524; based on 7.5 mills. Property tax digest shows a slight net increase of 2% in values. Recommended budget reflects an overall 5.5% decrease in revenues related to the digest. The accounts for a 1/2 mill reduction for transferred services in economic development & animal control. Other increases are in insurance premium 2.7%, building permits 30%, and h/m tax 6%. Other decreases are in P&I taxes 43% and capital lease revenue 34%.
	Administration	\$1,076,138	\$1,094,765	\$18,627	\$1,006,286	8.79%	\$88,479	Increases in salaries (merit raises), health & liability insurance, city wide timeclock system \$18.5k, Mayor admin vehicle \$40k, PSA contract, and legal payments. Capital Outlay request: 1 admin vehicle for Mayor \$40k.
	Information Technology	\$240,495	\$217,995	-\$22,500	\$190,300	14.55%	\$27,695	New position request: full-time Computer Support Specialist \$27,040+benefits. Other increases in salaries (merit raises) and health insurance. Capital Outlay requested: Thinkguard offsite storage \$25,000-recommended.
	Finance	\$285,637	\$285,637	\$0	\$296,712	-3.73%	-\$11,075	Increase in salaries (merit raises) offset by decreases in retirement purchase/contracted svcs, and supplies. Request for small equipment- desktop scanners, cameras @ WC, laminator.
	Municipal Court	\$538,990	\$538,990	\$0	\$468,453	15.06%	\$70,537	Increases in salaries (merit raises), communications, computers, and fine add fees (\$69,765) offset by decreases in retirement.
	Police	\$3,126,798	\$2,956,865	-\$169,933	\$2,707,742	9.20%	\$249,123	New position request: full-time admin asst @ \$26,250+benefits, 1 recommended. Request for 1 title change/promotion, \$5k. Increases in salaries (merit raises) for 2080 staff, 5 year plan for salary raises, health & liability insurance, computer maintenance (New World), court tech funds for small equipment. Decreases in retirement, vehicles, & grant funds. Capital Outlay request: 8 replacement computers, 4 recommended; 5 fully equipped patrol vehicles-2 recommended; 5 camera systems for vehicles-3 recommended.

Attachment: Option A-Council Summary 16-17 (1695 : Approval Of: Resolution 2016-18 : Adoption of FY

City of Kingsland
Proposed FY 2016-17 Budget
Option A

11.1.a

	Department	FY 16-17 Requested Budget	FY 16-17 Recomm'd Budget	\$ Increase/ Decrease from Requested Budget	Current Year FY 15-16 Budget	Variance from FY 15-16 budget to FY 16-17 Recom'd		Summary of Changes From FY15-16 Budget to FY16-17 Budget
						% Change	\$ Increase/ Decrease	
General Fund	Fire	\$3,069,326	\$1,990,550	-\$1,078,776	\$2,238,037	-11.06%	-\$247,487	General Fund, CVB, Water/Sewer, and Solid Waste include: 1%-3% merit raise based on longevity & performance (except police currently under a 5 year salary plan). Approved merit increases will be given on employee anniversary dates coincide with annual evaluations. Retirement funding decreased by 13%. Health insurance increased by 12% (employer & employee).
	Public Works	\$1,640,617	\$1,628,617	-\$12,000	\$1,657,521	-1.74%	-\$28,904	New position request: full-time admin asst @ \$26,250+benefits, 1 recommended. Request for 2 title change/promotions, \$10k. Request additional raises above merit raises, \$117k, not recommended. Increases salaries (merit raises), health insurance, retirement, computer maintenance communications, auto parts, small equipment, uniforms, and capital outlay. Reduction in debt service from paying off fire house #5 loan in FY15/16. Capital Outlay request: 1 admin vehicle (\$40k)-not recommended, update kitchen (\$15k)-not recommended, update copper pipes (\$15k), refurbish tanker truck (\$38k), Ladder Truck (\$800k)-not recommended.
	P&Z	\$449,237	\$449,237	\$0	\$434,467	3.40%	\$14,770	Increases for salaries (merit raises), health insurance, abatements, W communications, landfill fees-condemnations. Capital Outlay request: 1 flat bed dump truck (\$50k) and 1 zero turn mower (\$10k).
	Economic Development	\$73,681	\$73,681	\$0	\$67,400	9.32%	\$6,281	Increase in salaries (merit raises) and health insurance offset by decreases retirement.
	Fleet Services	\$274,060	\$274,060	\$0	\$285,627	-4.05%	-\$11,567	Increases in salaries (merit raises) offset by decrease in retirement. Decrease lamp post banners. Requesting \$18k for Catfish Festival entertainment.
	GF Total Expenditures	\$10,774,979	\$9,510,397	-\$1,264,582	\$9,352,545	1.69%	\$157,852	Increase in salaries (merit raises) and health insurance offset by decreases retirement. Decrease admin position to part time and increase part time hourly for mechanic.

Attachment: Option A-Council Summary 16-17 (1695) : Approval Of: Resolution 2016-18 : Adoption of FY

City of Kingsland
Proposed FY 2016-17 Budget
Option A

11.1.a

	Department	FY 16-17 Requested Budget	FY 16-17 Recomm'd Budget	\$ Increase/ Decrease from Requested Budget	Current Year FY 15-16 Budget	Variance from FY 15-16 budget to FY 16-17 Recom'd		Summary of Changes From FY15-16 Budget to FY16-17 Budget
						% Change	\$ Increase/ Decrease	
Water/Sewer Fund	Revenues for Water/Sewer Fund	\$7,654,900	\$7,654,900	\$0	\$7,572,450	1.09%	\$82,450	Contingency of \$768,589; based on current rate structure. Increase tap fees and capital recovery fees offset by a decrease from SPLOST transfers
	Administration	\$521,944	\$517,944	-\$4,000	\$522,653	-0.90%	-\$4,709	Increase in salaries (merit raises) and health insurance offset by decreases retirement. Capital Outlay request: 1 meter wand replacement \$4k- recommended.
	Information Technology	\$25,123	\$22,623	-\$2,500	\$20,400	10.90%	\$2,223	New position request: full-time Computer Support Specialist \$27,040+benefits. Other increases in salaries (merit raises) and health insurance. Capital Outlay requested: Thinkguard offsite storage \$25,000 (recommended).
	Finance	\$159,544	\$159,544	\$0	\$157,794	1.11%	\$1,750	Increase in salaries (merit raises) offset by decreases in retirement purch/contracted svcs, and supplies. Request for small equipment- di scanners, cameras @ WC, laminator.
	Fleet Services	\$88,862	\$88,862	\$0	\$93,367	-4.83%	-\$4,505	Increase in salaries (merit raises) and health insurance offset by decreases retirement. Decrease admin position to part time and increase part time ho for mechanic.
	Operations	\$6,109,339	\$6,097,338	-\$12,001	\$5,941,170	2.63%	\$156,168	Increases in salaries (merit raises) and health insurance offset by decrease retirement. Increase in professional services, communications (wan) offset decreases in r&m, and supplies. Capital Outlay request: one new vacc (\$275,000), refurbish ambulance to boom truck (\$10,000), SCADA upgrd (\$43k), & one ground penetrating radar (\$16,000). Request for push cam (\$12,000)-not recommended. Includes GEFA CW & DW projects funded SPLOST.
	Water/Sewer Fund Total Expenses	\$6,904,812	\$6,886,311	-\$18,501	\$6,735,384	2.24%	\$150,927	
Solid Waste	Solid Waste Revenues	\$1,147,015	\$1,147,015	\$0	\$1,247,020	-8.02%	-\$100,005	Contingency of \$97,570; based on current rate structure. Decrease capital lease proceeds.
	Expenses	\$1,049,445	\$1,049,445	\$0	\$1,152,045	-8.91%	-\$102,600	Increases in salaries (merit raises) and health insurance offset by decrease retirement. Increase in landfill disposal fee offset by decrease in suppli Capital Outlay request: one new garbage truck (\$250,000) with lease payme beginning at mid-year.

Attachment: Option A-Council Summary 16-17 (1695 : Approval Of: Resolution 2016-18 : Adoption of FY

City of Kingsland
Proposed FY 2016-17 Budget
Option A

11.1.a

	Department	FY 16-17 Requested Budget	FY 16-17 Recomm'd Budget	\$ Increase/ Decrease from Requested Budget	Current Year FY 15-16 Budget	Variance from FY 15-16 budget to FY 16-17 Recom'd		Summary of Changes From FY15-16 Budget to FY16-17 Budget
						% Change	\$ Increase/ Decrease	
								General Fund, CVB, Water/Sewer, and Solid Waste include: 1%-3% merit raise based on longevity & performance (except police currently under a 5 year salary plan). Approved merit increases will be given on employee anniversary dates coincide with annual evaluations. Retirement funding decreased by 13%. Health insurance increased by 12% (employer & employee).
Other	Confiscated Assets Fund	\$40,025	\$40,025	\$0	\$55,075	-27.33%	-\$15,050	Based on estimated confiscated assets and remaining CISCO funds.
	EPA Grant Fund	\$0	\$0	\$0	\$938,950	100.00%	-\$938,950	Reduction in grant funds from prior year project: EPA-North Force M completed.
	Multiple Grant Fund	\$226,305	\$226,305	\$0	\$263,414	-14.09%	-\$37,109	Based on grant awards expected during the fiscal year. Includes LMIG 2015-16 \$193,345; Police vest \$13,760; and remaining funds for body worn camera \$19,200
	CVB Fund (Tourism)	\$488,700	\$488,700	\$0	\$563,288	-13.24%	-\$74,588	Revenues are based at 44% of estimated Hotel/motel tax revenues, merchandise sales. Decrease in cash carry forward from prior year. Increase in h/m tax revenues.
	Hotel/Motel Tax Fund	\$875,000	\$875,000	\$0	\$827,243	5.77%	\$47,757	Based on estimated hotel/motel tax revenues.
	Downtown Development Authority Fund	\$13,770	\$13,770	\$0	\$13,315	3.42%	\$455	Funded by DDA fundraising events. All expenses paid directly from the DDA checking account.
	Kingsland Development Authority	\$122,299	\$122,299	\$0	\$122,300	0.00%	-\$1	Special Revenue Fund used to account for the blended component unit whose purpose is to finance construction of City's public buildings.
	SPLOST Fund #7	\$2,204,345	\$2,204,345	\$0	\$4,360,450	100.00%	-\$2,156,105	Based on funds available for projects outlined in the SPLOST VII agreement includes reduction in both cash carry forward and transfer in from EPA grant.
	General Debt Service	\$278,188	\$278,188	\$0	\$569,361	-51.14%	-\$291,173	Based on current lease payments for governmental funds. Decrease related to fire house #5 loan paid off in FY15/16.
	Debt Service Revenue Bond	\$148,750	\$148,750	\$0	\$127,500	16.67%	\$21,250	17% of the hotel/motel tax is accounted here for the bond payment of the welcome center. Increase in h/m taxes collected.

Attachment: Option A-Council Summary 16-17 (1695 : Approval Of: Resolution 2016-18 : Adoption of FY

City of Kingsland
Proposed FY 2016-17 Budget
OPTION B

11.1.b

	Department	FY 16-17 Requested Budget	FY 16-17 Recomm'd Budget	\$ Increase/Decrease from Requested Budget	Current Year FY 15-16 Budget	Variance from FY 15-16 budget to FY 16-17 Recom'd		Summary of Changes From FY15-16 Budget to FY16-17 Budget
						% Change	\$ Increase/Decrease	
General Fund	General Fund Revenues	\$9,876,921	\$9,843,921	-\$33,000	\$9,722,423	1.25%	\$121,498	General Fund, CVB, Water/Sewer, and Solid Waste include: 1%-3% merit raises based on longevity & performance (except police currently under a 5 year salary plan). Approved merit increases will be given on employee anniversary dates coincide with annual evaluations. Retirement funding decreased by 13%. Health insurance increased by 12% (employer & employee). Contingency of \$333,524; based on 7.5 mills. Option B: Contingency of \$367,024 Property tax digest shows a slight net increase of 2% in values. Recommended budget reflects an overall 5.5% decrease in revenues related to the digest. This accounts for a 1/2 mill reduction for transferred services in economic development & animal control. Other increases are in insurance premium 2.7%, building permits 30%, and h/m tax 6%. Other decreases are in P&I taxes 43% and capital lease revenue 34%.
	Administration	\$1,076,138	\$1,036,265	-\$39,873	\$1,006,286	2.98%	\$29,979	Increases in salaries (merit raises), health & liability insurance, city wide timeclock system \$18.5k, Mayor admin vehicle \$40k, PSA contract, and legal payments. Capital Outlay request: 1 admin vehicle for Mayor \$40k. Option B: Transfer admin vehicle to police -\$40,000; remove timeclock system \$18,500
	Information Technology	\$240,495	\$187,995	-\$52,500	\$190,300	-1.21%	-\$2,305	New position request: full-time Computer Support Specialist \$27,040+benefits. Other increases in salaries (merit raises) and health insurance. Capital Outlay requested: Thinkguard offsite storage \$25,000-recommended. Option B: Remove New IT Position -\$30,000
	Finance	\$285,637	\$285,637	\$0	\$296,712	-3.73%	-\$11,075	Increase in salaries (merit raises) offset by decreases in retirement purchase/contracted svcs, and supplies. Request for small equipment- desktop scanners, cameras @ WC, laminator.
	Municipal Court	\$538,990	\$538,990	\$0	\$468,453	15.06%	\$70,537	Increases in salaries (merit raises), communications, computers, and fine add fees (\$69,765) offset by decreases in retirement.
	Police	\$3,126,798	\$2,996,865	-\$129,933	\$2,707,742	10.68%	\$289,123	New position request: full-time admin asst @ \$26,250+benefits, recommended. Request for 1 title change/promotion, \$5k. Increases in salaries (merit raises) for 2080 staff, 5 year plan for salary raises, health & liability insurance, computer maintenance (New World), court tech funds for small equipment. Decreases in retirement, vehicles, & grant funds. Capital Outlay request: 8 replacement computers, 4 recommended; 5 fully equipped patrol vehicles-2 recommended; 5 camera systems for vehicles-3 recommended. Option B: Transfer admin vehicle to police = \$40,000

Attachment: OPTION B-Council Summary 16-17 (1695 : Approval Of: Resolution 2016-18 : Adoption of

City of Kingsland
Proposed FY 2016-17 Budget
OPTION B

11.1.b

	Department	FY 16-17 Requested Budget	FY 16-17 Recomm'd Budget	\$ Increase/ Decrease from Requested Budget	Current Year FY 15-16 Budget	Variance from FY 15-16 budget to FY 16-17 Recom'd		Summary of Changes From FY15-16 Budget to FY16-17 Budget
						% Change	\$ Increase/ Decrease	
General Fund	Fire	\$3,069,326	\$2,005,550	-\$1,063,776	\$2,238,037	-10.39%	-\$232,487	General Fund, CVB, Water/Sewer, and Solid Waste include: 1%-3% merit raises based on longevity & performance (except police currently under a 5 year salary plan). Approved merit increases will be given on employee anniversary dates coincide with annual evaluations. Retirement funding decreased by 13%. Health insurance increased by 12% (employer & employee).
	Public Works	\$1,640,617	\$1,628,617	-\$12,000	\$1,657,521	-1.74%	-\$28,904	New position request: full-time admin asst @ \$26,250+benefits, 1 recommended. Request for 2 title change/promotions, \$10k. Request additional raises above merit raises, \$117k, not recommended. Increases salaries (merit raises), health insurance, r&m, computer maintenance communications, auto parts, small equipment, uniforms, and capital outlay. Reduction in debt service from paying off fire house #5 loan in FY15/16. Capital Outlay request: 1 admin vehicle (\$40k)-not recommended, update kitchen (\$15k)-not recommended, update copper pipes (\$15k), refurbish tanker truck (\$38k), Ladder Truck (\$800k)-not recommended. Option B: Add Kitchen remodel +\$15,000
	P&Z	\$449,237	\$449,237	\$0	\$434,467	3.40%	\$14,770	Increases for salaries (merit raises), health insurance, abatements, W communications, landfill fees-condemnations. Capital Outlay request: 1 flat bed dump truck (\$50k) and 1 zero turn mower (\$10k).
	Economic Development	\$73,681	\$73,681	\$0	\$67,400	9.32%	\$6,281	Increase in salaries (merit raises) and health insurance offset by decreases retirement.
	Fleet Services	\$274,060	\$274,060	\$0	\$285,627	-4.05%	-\$11,567	Increases in salaries (merit raises) offset by decrease in retirement. Decrease lamp post banners. Requesting \$18k for Catfish Festival entertainment.
	GF Total Expenditures	\$10,774,979	\$9,476,897	-\$1,298,082	\$9,352,545	1.33%	\$124,352	Increase in salaries (merit raises) and health insurance offset by decreases retirement. Decrease admin position to part time and increase part time hourly for mechanic.

Attachment: OPTION B-Council Summary 16-17 (1695 : Approval Of: Resolution 2016-18 : Adoption of

City of Kingsland
Proposed FY 2016-17 Budget
OPTION B

11.1.b

	Department	FY 16-17 Requested Budget	FY 16-17 Recomm'd Budget	\$ Increase/Decrease from Requested Budget	Current Year FY 15-16 Budget	Variance from FY 15-16 budget to FY 16-17 Recom'd		Summary of Changes From FY15-16 Budget to FY16-17 Budget
						% Change	\$ Increase/Decrease	
Water/Sewer Fund	Revenues for Water/Sewer Fund	\$7,654,900	\$7,654,900	\$0	\$7,572,450	1.09%	\$82,450	Contingency of \$768,589; based on current rate structure. Option B: Contingency of \$771,922. Increase in tap fees and capital recovery fee offset by a decrease from SPLOST transfers.
	Administration	\$521,944	\$517,944	-\$4,000	\$522,653	-0.90%	-\$4,709	Increase in salaries (merit raises) and health insurance offset by decreases retirement. Capital Outlay request: 1 meter wand replacement \$4k-not recommended.
	Information Technology	\$25,123	\$19,290	-\$5,833	\$20,400	-5.44%	-\$1,110	New position request: full-time Computer Support Specialist \$27,040+benefits. Other increases in salaries (merit raises) and health insurance. Capital Outlay requested: Thinkguard offsite storage \$25,000 (not recommended). Option B: Remove new IT position -\$3,333
	Finance	\$159,544	\$159,544	\$0	\$157,794	1.11%	\$1,750	Increase in salaries (merit raises) offset by decreases in retirement purchase/contracted svcs, and supplies. Request for small equipment- desktop scanners, cameras @ WC, laminator.
	Fleet Services	\$88,862	\$88,862	\$0	\$93,367	-4.83%	-\$4,505	Increase in salaries (merit raises) and health insurance offset by decreases retirement. Decrease admin position to part time and increase part time hourly for mechanic.
	Operations	\$6,109,339	\$6,097,338	-\$12,001	\$5,941,170	2.63%	\$156,168	Increases in salaries (merit raises) and health insurance offset by decrease retirement. Increase in professional services, communications (wireless) offset decreases in r&m, and supplies. Capital Outlay request: one new vacuum (\$275,000), refurbish ambulance to boom truck (\$10,000), SCADA upgrade (\$43k), & one ground penetrating radar (\$16,000). Request for push camera (\$12,000)-not recommended. Includes GEFA CW & DW projects funded SPLOST.
	Water/Sewer Fund Total Expenses	\$6,904,812	\$6,882,978	-\$21,834	\$6,735,384	2.19%	\$147,594	
Solid Waste	Solid Waste Revenues	\$1,147,015	\$1,147,015	\$0	\$1,247,020	-8.02%	-\$100,005	Contingency of \$97,570; based on current rate structure. Decrease capital lease proceeds.
	Expenses	\$1,049,445	\$1,049,445	\$0	\$1,152,045	-8.91%	-\$102,600	Increases in salaries (merit raises) and health insurance offset by decrease retirement. Increase in landfill disposal fee offset by decrease in supplies. Capital Outlay request: one new garbage truck (\$250,000) with lease payment beginning at mid-year.

Attachment: OPTION B-Council Summary 16-17 (1695 : Approval Of: Resolution 2016-18 : Adoption of

City of Kingsland
Proposed FY 2016-17 Budget
OPTION B

11.1.b

	Department	FY 16-17 Requested Budget	FY 16-17 Recomm'd Budget	\$ Increase/Decrease from Requested Budget	Current Year FY 15-16 Budget	Variance from FY 15-16 budget to FY 16-17 Recom'd		Summary of Changes From FY15-16 Budget to FY16-17 Budget
						% Change	\$ Increase/Decrease	
								General Fund, CVB, Water/Sewer, and Solid Waste include: 1%-3% merit raise based on longevity & performance (except police currently under a 5 year salary plan). Approved merit increases will be given on employee anniversary dates coincide with annual evaluations. Retirement funding decreased by 13%. Health insurance increased by 12% (employer & employee).
Other	Confiscated Assets Fund	\$40,025	\$40,025	\$0	\$55,075	-27.33%	-\$15,050	Based on estimated confiscated assets and remaining CISCO funds.
	EPA Grant Fund	\$0	\$0	\$0	\$938,950	100.00%	-\$938,950	Reduction in grant funds from prior year project: EPA-North Force M completed.
	Multiple Grant Fund	\$226,305	\$226,305	\$0	\$263,414	-14.09%	-\$37,109	Based on grant awards expected during the fiscal year. Includes LMIG 2015 \$193,345; Police vest \$13,760; and remaining funds for body worn camera \$19,200
	CVB Fund (Tourism)	\$488,700	\$488,700	\$0	\$563,288	-13.24%	-\$74,588	Revenues are based at 44% of estimated Hotel/motel tax revenues, merchandise sales. Decrease in cash carry forward from prior year. Increase in h/m tax revenues.
	Hotel/Motel Tax Fund	\$875,000	\$875,000	\$0	\$827,243	5.77%	\$47,757	Based on estimated hotel/motel tax revenues.
	Downtown Development Authority Fund	\$13,770	\$13,770	\$0	\$13,315	3.42%	\$455	Funded by DDA fundraising events. All expenses paid directly from the DDA checking account.
	Kingsland Development Authority	\$122,299	\$122,299	\$0	\$122,300	0.00%	-\$1	Special Revenue Fund used to account for the blended component unit whose purpose is to finance construction of City's public buildings.
	SPLOST Fund #7	\$2,204,345	\$2,204,345	\$0	\$4,360,450	100.00%	-\$2,156,105	Based on funds available for projects outlined in the SPLOST VII agreement includes reduction in both cash carry forward and transfer in from EPA grant.
	General Debt Service	\$278,188	\$278,188	\$0	\$569,361	-51.14%	-\$291,173	Based on current lease payments for governmental funds. Decrease related to fire house #5 loan paid off in FY15/16.
	Debt Service Revenue Bond	\$148,750	\$148,750	\$0	\$127,500	16.67%	\$21,250	17% of the hotel/motel tax is accounted here for the bond payment of the welcome center. Increase in h/m taxes collected.

Attachment: OPTION B-Council Summary 16-17 (1695 : Approval Of: Resolution 2016-18 : Adoption of

City of Kingsland
Proposed FY 2016-17 Budget
OPTION C

11.1.c

	Department	FY 16-17 Requested Budget	FY 16-17 Recomm'd Budget	\$ Increase/ Decrease from Requested Budget	Current Year FY 15-16 Budget	Variance from FY 15-16 budget to FY 16-17 Recom'd		Summary of Changes From FY15-16 Budget to FY16-17 Budget
						% Change	\$ Increase/ Decrease	
General Fund	General Fund Revenues	\$9,876,921	\$9,843,921	-\$33,000	\$9,722,423	1.25%	\$121,498	General Fund, CVB, Water/Sewer, and Solid Waste include: 1%-3% merit raise based on longevity & performance (except police currently under a 5 year salary plan). Approved merit increases will be given on employee anniversary dates coincide with annual evaluations. Retirement funding decreased by 13%. Health insurance increased by 12% (employer & employee). Contingency of \$333,524; based on 7.5 mills. Property tax digest shows a slight net increase of 2% in values. Recommended budget reflects an overall 5.5% decrease in revenues related to the digest. This accounts for a 1/2 mill reduction for transferred services in economic development & animal control. Other increases are in insurance premium 2.7%, building permits 30%, and h/m tax 6%. Other decreases are in P&I taxes 43% and capital lease revenue 34%.
	Administration	\$1,076,138	\$1,054,765	-\$21,373	\$1,006,286	4.82%	\$48,479	Increases in salaries (merit raises), health & liability insurance, city water timeclock system \$18.5k, Mayor admin vehicle \$40k, PSA contract, and legal payments. Capital Outlay request: 1 admin vehicle for Mayor \$40k. Option Transfer admin vehicle to Fire Chief -\$40,000
	Information Technology	\$240,495	\$217,995	-\$22,500	\$190,300	14.55%	\$27,695	New position request: full-time Computer Support Specialist \$27,040+benefits. Other increases in salaries (merit raises) and health insurance. Capital Outlay requested: Thinkguard offsite storage \$25,000+ recommended.
	Finance	\$285,637	\$285,637	\$0	\$296,712	-3.73%	-\$11,075	Increase in salaries (merit raises) offset by decreases in retirement purchase/contracted svcs, and supplies. Request for small equipment- desktop scanners, cameras @ WC, laminator.
	Municipal Court	\$538,990	\$538,990	\$0	\$468,453	15.06%	\$70,537	Increases in salaries (merit raises), communications, computers, and fine add fees (\$69,765) offset by decreases in retirement.
	Police	\$3,126,798	\$2,956,865	-\$169,933	\$2,707,742	9.20%	\$249,123	New position request: full-time admin asst @ \$26,250+benefits, recommended. Request for 1 title change/promotion, \$5k. Increases in salaries (merit raises) for 2080 staff, 5 year plan for salary raises, health & liability insurance, computer maintenance (New World), court tech funds for small equipment. Decreases in retirement, vehicles, & grant funds. Capital Outlay request: 8 replacement computers, 4 recommended; 5 fully equipped patrol vehicles-2 recommended; 5 camera systems for vehicles-3 recommended.

Attachment: Option C-Council Summary 16-17 (1695 : Approval Of: Resolution 2016-18 : Adoption of FY

City of Kingsland
Proposed FY 2016-17 Budget
OPTION C

11.1.c

	Department	FY 16-17 Requested Budget	FY 16-17 Recomm'd Budget	\$ Increase/ Decrease from Requested Budget	Current Year FY 15-16 Budget	Variance from FY 15-16 budget to FY 16-17 Recom'd		Summary of Changes From FY15-16 Budget to FY16-17 Budget
						% Change	\$ Increase/ Decrease	
General Fund	Fire	\$3,069,326	\$2,030,550	-\$1,038,776	\$2,238,037	-9.27%	-\$207,487	General Fund, CVB, Water/Sewer, and Solid Waste include: 1%-3% merit raises based on longevity & performance (except police currently under a 5 year salary plan). Approved merit increases will be given on employee anniversary dates coincide with annual evaluations. Retirement funding decreased by 13%. Health insurance increased by 12% (employer & employee). New position request: full-time admin asst @ \$26,250+benefits, 1 recommended. Request for 2 title change/promotions, \$10k. Request additional raises above merit raises, \$117k, not recommended. Increases salaries (merit raises), health insurance, rent, computer maintenance, communications, auto parts, small equipment, uniforms, and capital outlay. Reduction in debt service from paying off fire house #5 loan in FY15/16. Capital Outlay request: 1 admin vehicle (\$40k)-not recommended, update kitchen (\$15k)-not recommended, update copper pipes (\$15k), refurbish tanker truck (\$38k), Ladder Truck (\$800k)-not recommended. Option C: Transfer admin vehicle to Fire Chief +\$40,000
	Public Works	\$1,640,617	\$1,628,617	-\$12,000	\$1,657,521	-1.74%	-\$28,904	Increases for salaries (merit raises), health insurance, abatements, W communications, landfill fees-condemnations. Capital Outlay request: 1 flat bed dump truck (\$50k) and 1 zero turn mower (\$10k).
	P&Z	\$449,237	\$449,237	\$0	\$434,467	3.40%	\$14,770	Increase in salaries (merit raises) and health insurance offset by decreases retirement.
	Economic Development	\$73,681	\$73,681	\$0	\$67,400	9.32%	\$6,281	Increases in salaries (merit raises) offset by decrease in retirement. Decrease lamp post banners. Requesting \$18k for Catfish Festival entertainment.
	Fleet Services	\$274,060	\$274,060	\$0	\$285,627	-4.05%	-\$11,567	Increase in salaries (merit raises) and health insurance offset by decreases retirement. Decrease admin position to part time and increase part time hourly for mechanic.
	GF Total Expenditures	\$10,774,979	\$9,510,397	-\$1,264,582	\$9,352,545	1.69%	\$157,852	

Attachment: Option C-Council Summary 16-17 (1695) : Approval Of: Resolution 2016-18 : Adoption of FY

City of Kingsland
Proposed FY 2016-17 Budget
OPTION C

11.1.c

	Department	FY 16-17 Requested Budget	FY 16-17 Recomm'd Budget	\$ Increase/Decrease from Requested Budget	Current Year FY 15-16 Budget	Variance from FY 15-16 budget to FY 16-17 Recom'd		Summary of Changes From FY15-16 Budget to FY16-17 Budget
						% Change	\$ Increase/Decrease	
Water/Sewer Fund	Revenues for Water/Sewer Fund	\$7,654,900	\$7,654,900	\$0	\$7,572,450	1.09%	\$82,450	Contingency of \$768,589; based on current rate structure. Increase tap fees and capital recovery fees offset by a decrease from SPLOST transfers
	Administration	\$521,944	\$517,944	-\$4,000	\$522,653	-0.90%	-\$4,709	Increase in salaries (merit raises) and health insurance offset by decreases retirement. Capital Outlay request: 1 meter wand replacement \$4k- recommended.
	Information Technology	\$25,123	\$22,623	-\$2,500	\$20,400	10.90%	\$2,223	New position request: full-time Computer Support Specialist \$27,040+benefits. Other increases in salaries (merit raises) and health insurance. Capital Outlay requested: Thinkguard offsite storage \$25,000 (recommended).
	Finance	\$159,544	\$159,544	\$0	\$157,794	1.11%	\$1,750	Increase in salaries (merit raises) offset by decreases in retirement purch/contracted svcs, and supplies. Request for small equipment- d scanners, cameras @ WC, laminator.
	Fleet Services	\$88,862	\$88,862	\$0	\$93,367	-4.83%	-\$4,505	Increase in salaries (merit raises) and health insurance offset by decreases retirement. Decrease admin position to part time and increase part time ho for mechanic.
	Operations	\$6,109,339	\$6,097,338	-\$12,001	\$5,941,170	2.63%	\$156,168	Increases in salaries (merit raises) and health insurance offset by decrease retirement. Increase in professional services, communications (wan) offset decreases in r&m, and supplies. Capital Outlay request: one new vacc (\$275,000), refurbish ambulance to boom truck (\$10,000), SCADA upgra (\$43k), & one ground penetrating radar (\$16,000). Request for push cam (\$12,000)-not recommended. Includes GEFA CW & DW projects funded SPLOST.
	Water/Sewer Fund Total Expenses	\$6,904,812	\$6,886,311	-\$18,501	\$6,735,384	2.24%	\$150,927	
Solid Waste	Solid Waste Revenues	\$1,147,015	\$1,147,015	\$0	\$1,247,020	-8.02%	-\$100,005	Contingency of \$97,570; based on current rate structure. Decrease capital lease proceeds.
	Expenses	\$1,049,445	\$1,049,445	\$0	\$1,152,045	-8.91%	-\$102,600	Increases in salaries (merit raises) and health insurance offset by decrease retirement. Increase in landfill disposal fee offset by decrease in suppli Capital Outlay request: one new garbage truck (\$250,000) with lease payme beginning at mid-year.

Attachment: Option C-Council Summary 16-17 (1695 : Approval Of: Resolution 2016-18 : Adoption of FY

City of Kingsland
Proposed FY 2016-17 Budget
OPTION C

11.1.c

	Department	FY 16-17 Requested Budget	FY 16-17 Recomm'd Budget	\$ Increase/ Decrease from Requested Budget	Current Year FY 15-16 Budget	Variance from FY 15-16 budget to FY 16-17 Recom'd		Summary of Changes From FY15-16 Budget to FY16-17 Budget
						% Change	\$ Increase/ Decrease	
								General Fund, CVB, Water/Sewer, and Solid Waste include: 1%-3% merit raise based on longevity & performance (except police currently under a 5 year salary plan). Approved merit increases will be given on employee anniversary dates coincide with annual evaluations. Retirement funding decreased by 13%. Health insurance increased by 12% (employer & employee).
Other	Confiscated Assets Fund	\$40,025	\$40,025	\$0	\$55,075	-27.33%	-\$15,050	Based on estimated confiscated assets and remaining CISCO funds.
	EPA Grant Fund	\$0	\$0	\$0	\$938,950	100.00%	-\$938,950	Reduction in grant funds from prior year project: EPA-North Force M completed.
	Multiple Grant Fund	\$226,305	\$226,305	\$0	\$263,414	-14.09%	-\$37,109	Based on grant awards expected during the fiscal year. Includes LMIG 2015-16 \$193,345; Police vest \$13,760; and remaining funds for body worn camera \$19,200
	CVB Fund (Tourism)	\$488,700	\$488,700	\$0	\$563,288	-13.24%	-\$74,588	Revenues are based at 44% of estimated Hotel/motel tax revenues, merchandise sales. Decrease in cash carry forward from prior year. Increase in h/m tax revenues.
	Hotel/Motel Tax Fund	\$875,000	\$875,000	\$0	\$827,243	5.77%	\$47,757	Based on estimated hotel/motel tax revenues.
	Downtown Development Authority Fund	\$13,770	\$13,770	\$0	\$13,315	3.42%	\$455	Funded by DDA fundraising events. All expenses paid directly from the DDA checking account.
	Kingsland Development Authority	\$122,299	\$122,299	\$0	\$122,300	0.00%	-\$1	Special Revenue Fund used to account for the blended component unit whose purpose is to finance construction of City's public buildings.
	SPLOST Fund #7	\$2,204,345	\$2,204,345	\$0	\$4,360,450	100.00%	-\$2,156,105	Based on funds available for projects outlined in the SPLOST VII agreement includes reduction in both cash carry forward and transfer in from EPA grant.
	General Debt Service	\$278,188	\$278,188	\$0	\$569,361	-51.14%	-\$291,173	Based on current lease payments for governmental funds. Decrease related to fire house #5 loan paid off in FY15/16.
	Debt Service Revenue Bond	\$148,750	\$148,750	\$0	\$127,500	16.67%	\$21,250	17% of the hotel/motel tax is accounted here for the bond payment of the welcome center. Increase in h/m taxes collected.

Attachment: Option C-Council Summary 16-17 (1695 : Approval Of: Resolution 2016-18 : Adoption of FY

PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2016COUNTY **CAMDEN**TAXING JURISDICTION **KINGSLAND****INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED**

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

DESCRIPTION	2015 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2016 DIGEST
REAL	350,275,823	5,040,841	8,532,952	363,849,616
PERSONAL	20,950,428		1,773,902	22,724,330
MOTOR VEHICLES	18,861,240		-5,014,930	13,846,310
MOBILE HOMES	2,577,000		-19,550	2,557,450
TIMBER -100%	5,166,962		-1,446,041	3,720,921
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	397,831,453	5,040,841	3,826,333	406,698,627
EXEMPTIONS	10,132,601	2,202,002	197,575	12,532,178
NET DIGEST	387,698,852	2,838,839	3,628,758	394,166,449
FLPA Reimbursement Value			687,596	687,596
Adjusted NET DIGEST	387,698,852	2,838,839	4,316,354	394,854,045
	(PYD)	(RVA)	(NAG)	(CYD)
2015 MILLAGE RATE >>>	8.000	2016 PROPOSED MILLAGE RATE >>>		7.500

THIS SECTION WILL CALCULATE AUTOMATICALLY UPON ENTRY OF INFORMATION ABOVE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2015 Net Digest	PYD	387,698,852	
Net Value Added-Reassessment of Existing Real Property	RVA	2,838,839	
Other Net Changes to Taxable Digest	NAG	4,316,354	
2016 Net Digest	CYD	394,854,045	(PYD+RVA+NAG)
2015 Millage Rate	PYM	8.000	
Millage Equivalent of Reassessed Value Added	ME	0.058	(RVA/CYD) * PYM
Rollback Millage Rate for 2016	RR	7.942	PYM - ME

COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2016 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)

Rollback Millage Rate	7.942
2016 Millage Rate	7.500
Percentage Increase	-5.57%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors_____
Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner_____
Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2016 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2016 is 7.500

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2016 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. Sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

X If the final millage rate set by the authority of the taxing jurisdiction for tax year 2016 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

Signature of Responsible Party_____
Title_____
Date

**Public Meeting Notice
Adopting 2016 Millage Rate**

The Kingsland Mayor and Council do hereby announce that the millage rate will be set at a public meeting to be held at City Hall located at 107 South Lee St, Kingsland, Georgia on SEPTEMBER 12, 2016 at 6 P.M. and pursuant to the requirements of O.C.G.A. 48-5-32 do hereby publish the following presentation of the current year's tax digest and levy along with the history of the tax digest and levy for the past five years.

Current 2016 Tax Digest and 5-Year History of Levy

City	2011	2012	2013	2014	2015	2016
Real & Personal	\$466,770,244	\$416,318,833	\$389,638,711	\$383,383,293	\$371,226,251	\$386,573,946
Motor Vehicles	28,296,740	28,801,860	31,395,960	26,759,680	18,861,240	13,846,310
Mobile Home	2,625,875	2,749,522	2,654,045	2,546,074	2,577,000	2,557,450
Timber 100%	385,288	32,241	162,511	1,983,183	5,166,962	3,720,921
Gross Digest	498,078,147	447,902,456	423,851,227	414,672,230	397,831,453	406,698,627
Less M&O Exemptions	8,000,000	7,735,010	10,950,976	10,707,988	10,132,601	12,532,178
Net M&O Digest	490,078,147	440,167,446	412,900,251	403,964,242	387,698,852	394,166,449
State Forest Land Assistance Grant Value	0	0	0	0	0	687,596
Adjusted Net M&O Digest	490,078,147	440,167,446	412,900,251	403,964,242	387,698,852	394,854,045
Gross M&O Millage	10.87	11.20	11.53	11.65	12.12	11.55
Less Rollbacks	2.87	3.20	3.53	3.65	4.12	4.05
Net M&O Millage	8.00	8.00	8.00	8.00	8.00	7.50
Net Taxes Levied	3,920,625.18	3,521,339.57	3,303,202.01	3,231,713.94	3,101,590.82	2,961,405.34
Net Tax \$ Increase	(\$99,047.65)	(\$399,285.61)	(\$218,137.56)	(\$71,488.07)	(\$130,123.12)	(\$140,185.48)
Net Taxes % Increase	-2.46%	-10.18%	-6.19%	-2.16%	-4.03%	-4.52%

Attachment: 5year2016 (1719 : Approval Of: 2016 Millage Rate - 7.50 Mills)

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY

Statement of Policy

The City of Kingsland, Georgia is an Equal Employment Opportunity Employer. As such, the City of Kingsland is committed to providing equal employment and advancement opportunity for all employees and applicants for employment without regard to:

(a) Race, color, creed or religion, sex (including pregnancy), marital or family status, sexual orientation, gender identity, national origin or ethnicity, citizenship (except to the extent citizenship constitutes a mandatory qualification under federal or state law), age, disability, genetic information, political affiliation, military or veteran status, or any other classification or status protected by applicable federal, state and local laws;

(b) Current or previous (i) opposition to an alleged violation of this Policy or any federal, state, or local law prohibiting employment discrimination or (ii) participation in a complaint, investigation, lawsuit or other official proceeding relating to any such alleged violation; or

(c) Association with or support of others who fall within any such classification or status or who engaged in any such protected opposition or participation.

Coverage and Applicability

This Policy covers all applicants for employment and City employees (including supervisors, managers, and department heads), as well as non-employees associated with the City (including elected officials, appointed officials, volunteers, contractors, sub-contractors, vendors, and program participants). All such employees, applicants, and other covered individuals are expected to adhere to the standards of conduct that this Policy establishes, to support and cooperate in its enforcement, and to report any violations that they observe or experience themselves.

This Policy applies to all terms and conditions of employment, including but not limited to, recruitment, testing, hiring, placement, assignment, transfer, promotion, performance review, discipline, termination, layoff, recall, leave of absence, compensation, benefits, training, testing, and work environment.

Employment Qualifications

Nothing contained in this Policy is intended or shall be interpreted or applied to require that a less qualified employee or applicant be favored or preferred over a better qualified employee or applicant due to his/her membership in any of the above-stated classifications protected by applicable federal, state, or local laws.

Reporting Procedure; Investigations

No employee or applicant should assume that the City is aware of a problem. To the contrary, employees and applicants who believe that they have experienced or observed discrimination or retaliation in violation of this EEO Policy are expected and strongly encouraged to report the matter promptly through the Reporting Procedure set forth in the city's Non-Harassment Policy so that it may be investigated and remedied as quickly as possible.

All reports of alleged violations of this Policy will be investigated promptly, thoroughly, and impartially. The investigation may include interviews with the parties involved and, where necessary, with individuals who may have observed the alleged violation or may have other relevant knowledge. To the extent practical and consistent with the City's obligations under the Georgia Open Records Act and other applicable federal, state, or local laws, confidentiality will be maintained throughout the investigatory process.

Any employee, applicant, or other covered individual with any questions or concerns relating to any aspect of this Policy may contact Human Resources for assistance.

Policy Violations

The City of Kingsland is serious about enforcing this Policy. Any employee determined to have engaged in discrimination or retaliation in violation of this Policy will be subject to disciplinary or other corrective action, up to and including termination of employment.

EXHIBIT F

EXTRACT OF MINUTES

RESOLUTION #2016-17

Recipient: CITY OF KINGSLAND

Loan Number: DW2016017

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 12th day of September 2016, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$1,600,000** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

Kenneth E. Smith, Sr

Mayor
(Print Title)

(Signature of Person to Attest Documents)

(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: _____

Secretary/Clerk

(SEAL)

Attachment: Exhibit F- Resolution of Governing Body (1712 : Approval Of: Resolution 2016-17 :Drinking Water State Revolving Fund,

CITY OF KINGSLAND
Loan/Project No. DW2016017

PROMISSORY NOTE

\$1,600,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **ONE MILLION SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,600,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ZERO AND .50/100 PERCENT (0.50%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **DECEMBER 1, 2017**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **FIFTY-NINE (59)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **5** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note,

on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "**Loan Agreement**"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each

and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, _____.

CITY OF KINGSLAND

Approved as to form:

Signature: _____

Print Name: _____

By: _____

Title: _____

Borrower's Attorney

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

**DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

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

as Lender

and

CITY OF KINGSLAND

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)

as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this “**Agreement**”) dated _____, 20____, by and between **CITY OF KINGSLAND**, a Georgia public body corporate and politic (the “**Borrower**”), whose address for purposes of this Agreement shall be **P.O. BOX 250, KINGSLAND, GA 31548**, and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the “**Lender**”), whose address for purposes of this Agreement shall be 233 Peachtree Street, N.E., Peachtree Center-Harris Tower, Suite 900, Atlanta, GA 30303-1506.

1. Background - The Lender desires to loan to the Borrower **ONE MILLION SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,600,000)** from the Drinking Water State Revolving Fund, Administered by Georgia Environmental Finance Authority (the “**Fund**”) to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the “**Project**”). The Environmental Protection Division (“**EPD**”) of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the “**Plans and Specifications**”) for the Project prepared or to be prepared by the Borrower’s engineer (the “**Engineer**”), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. Loan - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the “**Loan**”) available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **DECEMBER 1, 2017**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$1,600,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender’s loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender’s commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower’s obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. Note - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount

equal to the maximum amount of the Loan as described above (the “**Note**,” which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. Interest, Fees, and Other Charges - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender’s Loan Continuation Fee, as published from time to time in the Lender’s fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one percent (1%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. Prepayment - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. Authorized Borrower Representative and Successors - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the “**Authorized Borrower Representative**”) by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable

or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an “**Advance**”), the following conditions shall have been fulfilled to the Lender’s satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower’s governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the “**Credit Documents**”) shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) When the Project budget included as part of Exhibit A indicates that the Loan will finance less than all of the costs of the Project or a category of costs of the Project, the Advance to be made shall not cause the percentage of such Project costs funded to date by the Loan to exceed the total percentage of such Project costs budgeted to be funded by the Loan.

(g) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(h) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(i) There shall be filed with the Lender:

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

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

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

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

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(j) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(d) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(f) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance

issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(g) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(h) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(i) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(j) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(k) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(l) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to

appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. § 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the

Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the “**Completion Date**”) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys’ fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower’s entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys’ fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the

Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

"Fixed Charges" means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower's water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

"Fixed Charges Coverage Ratio" means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

"Income Available For Fixed Charges" means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to,

any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated

maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to

execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **FEBRUARY 23, 2017**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

CITY OF KINGSLAND

Approved as to form:

Signature: _____

By: _____

Print Name: _____

Borrower's Attorney

Title: _____

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

**DRINKING WATER STATE REVOLVING FUND,
ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: _____

Kevin Clark
Executive Director

(SEAL)

**EXHIBIT A
PAGE 1 OF 3****DESCRIPTION OF THE PROJECT****SCOPE OF WORK**

Recipient: CITY OF KINGSLAND

Loan Number: DW2016017

The project includes replacement of water mains, replacement of meters, insertion of valves, and related appurtenances.

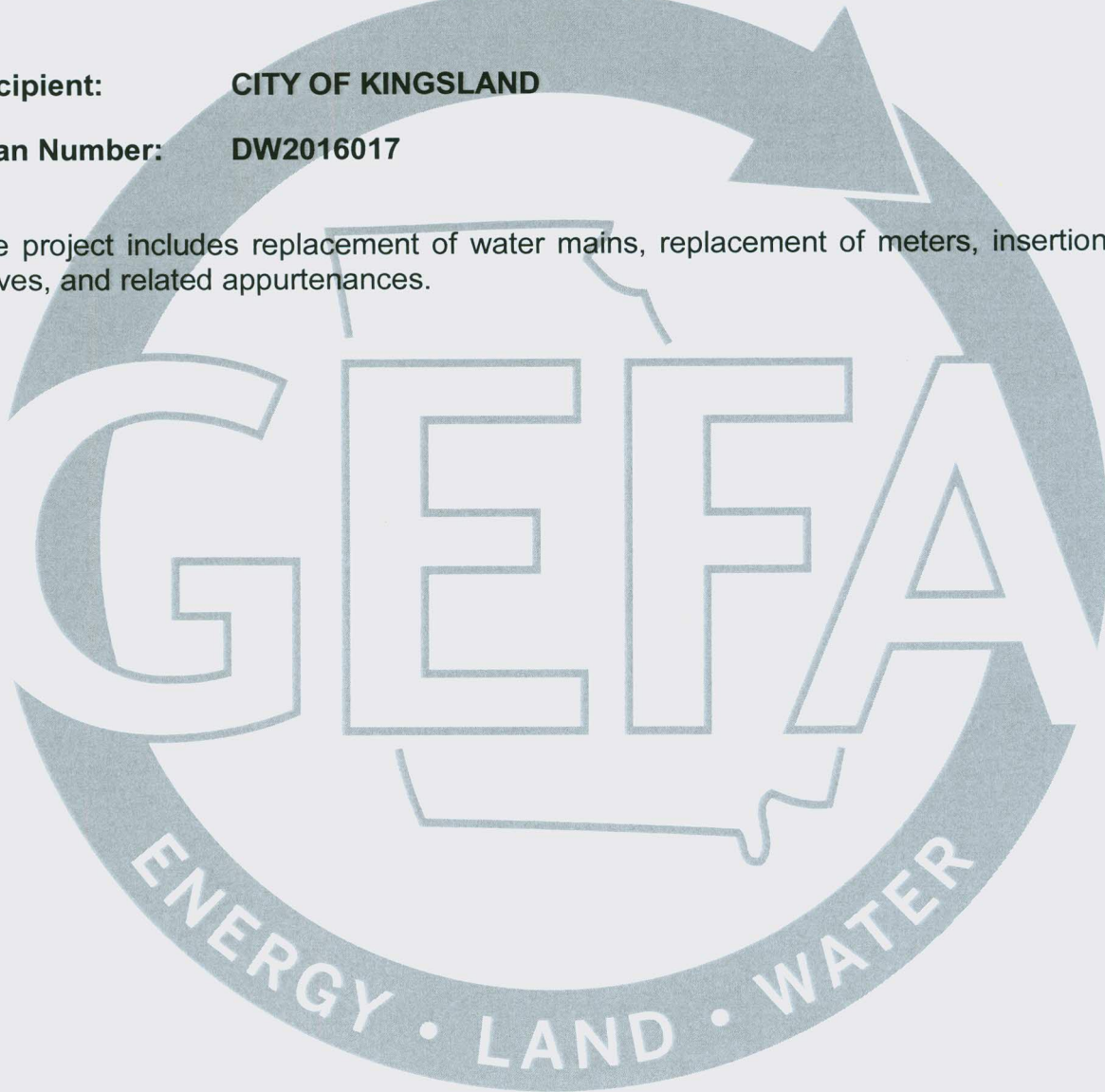


EXHIBIT A
PAGE 2 OF 3

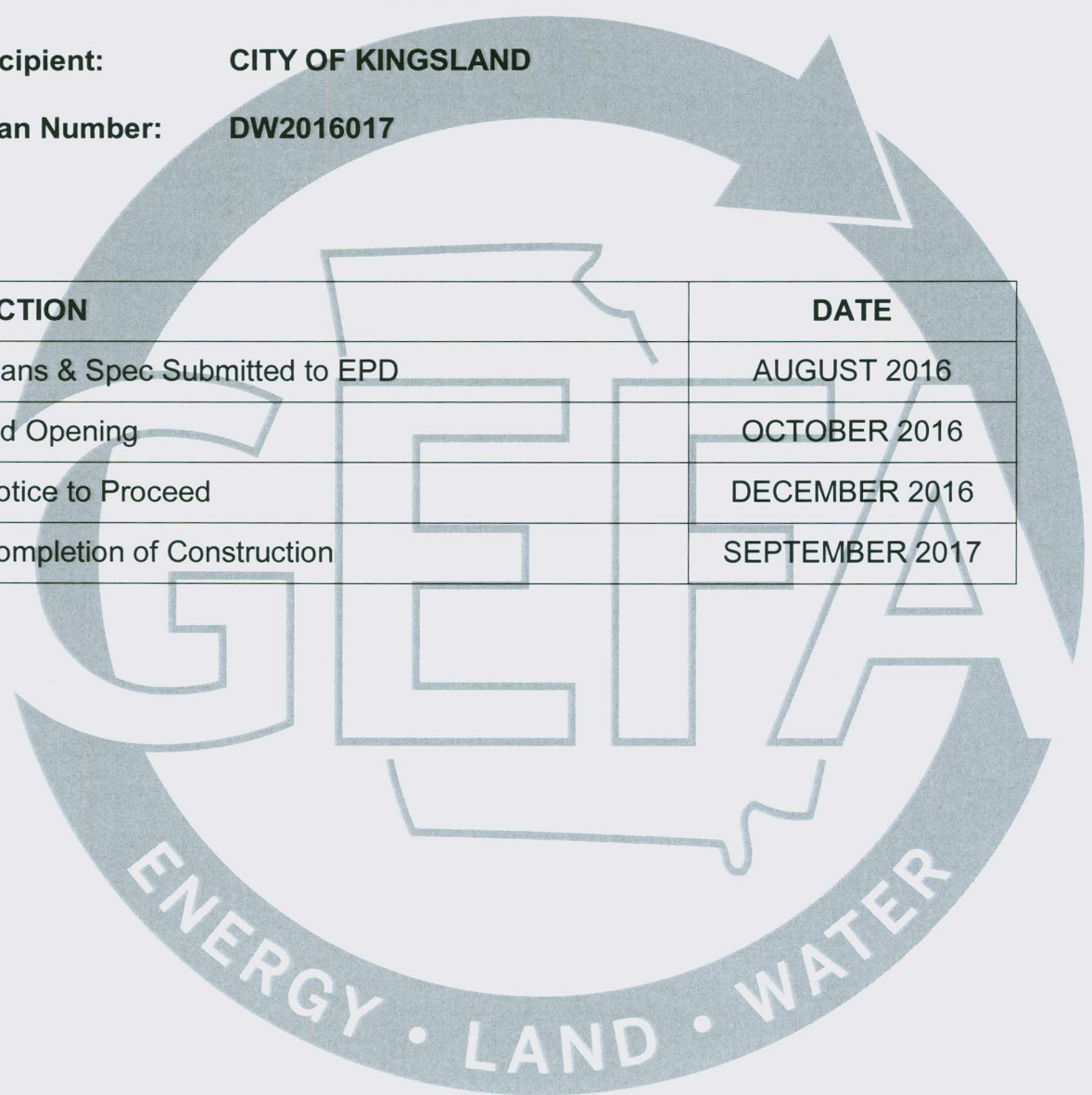
DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF KINGSLAND

Loan Number: DW2016017

ITEM	TOTAL	DWSRF
Construction	\$1,350,000	\$1,350,000
Contingency	150,000	150,000
Engineering & Inspection	100,000	100,000
Administrative/Legal	- 0 -	- 0 -
TOTAL	\$1,600,000	\$1,600,000

**EXHIBIT A
PAGE 3 OF 3****DESCRIPTION OF THE PROJECT****PROJECT SCHEDULE****Recipient: CITY OF KINGSLAND****Loan Number: DW2016017**

ACTION	DATE
Plans & Spec Submitted to EPD	AUGUST 2016
Bid Opening	OCTOBER 2016
Notice to Proceed	DECEMBER 2016
Completion of Construction	SEPTEMBER 2017

EXHIBIT B
PAGE 1 OF 3
CITY OF KINGSLAND
DW2016017

SPECIMEN PROMISSORY NOTE

\$1,600,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the “**Borrower**”) promises to pay to the order of **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the “**Lender**”) at the Lender’s office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **ONE MILLION SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,600,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ZERO AND 50/100 PERCENT (0.50%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **DECEMBER 1, 2017**, or (3) the date that the loan evidenced by this Note is fully disbursed (the “**Amortization Commencement Date**”). Principal of and interest on this Note shall be payable in **FIFTY-NINE (59)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **5** years from the Amortization Commencement Date (the “**Maturity Date**”).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender’s late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

“**Installment Amount**” means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note,

**EXHIBIT B
PAGE 2 OF 3**

on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "**Loan Agreement**"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

EXHIBIT B
PAGE 3 OF 3

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, _____.

CITY OF KINGSLAND

By: _____ **SPECIMEN**

Name:

Title:

(SEAL)

Approved as to form:

Attest:

By: _____ **SPECIMEN**
 Borrower's Attorney

SPECIMEN
 Name:
 Title:

EXHIBIT C
PAGE 1 OF 2

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: CITY OF KINGSLAND

Loan Number: DW2016017

- I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.
- II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements.
- III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.
- IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.
- V. Sealed bids, with a public bid opening, are required.
- VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.
- VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.
- VIII. The Borrower must require 100 percent payment and performance bonds.
- IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

**EXHIBIT C
PAGE 2 OF 2**

X. Prior to disbursement of funds, the Borrower shall provide the Lender with copies of the following:

- A. Proof of advertising;
- B. Certified detailed bid tabulation;
- C. Engineer's award recommendation;
- D. Governing body's award resolution;
- E. Executed contract documents, including plans and specifications;
- F. Construction and payment schedules;
- G. Notice to proceed;
- H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e). (This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
- I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

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

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

XIII. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.

**EXHIBIT D
PAGE 1 OF 6****STATE REQUIREMENTS****Recipient: CITY OF KINGSLAND****Loan Number: DW2016017**

None.



FEDERAL REQUIREMENTS**Recipient: CITY OF KINGSLAND****Loan Number: DW2016017**

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Clean Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:
 - a) including qualified small and minority and women's businesses on solicitation lists;
 - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
 - d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
 - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
 - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.
4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled

EXHIBIT D
PAGE 3 OF 6

“Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

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

5. The Borrower shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled “Supplemental General Conditions for Federally Assisted State Revolved Loan Fund Construction Contracts.”
6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 12246 – Equal Employment Opportunity.
8. Forgiveness of Debt Service. In accordance with the Appropriations language the Lender agrees to forgive **\$500,000** of this Loan, if all funds are drawn.

Upon the occurrence and continuation of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate or suspend its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall terminate or suspend immediately. In the case of suspension of the Lender’s agreement to forgive principal and interest payments due on the Loan, upon the cessation of such Event of Default, the Lender may, in its discretion, by written notice to the Borrower, reinstate its agreement hereunder to forgive any

**EXHIBIT D
PAGE 4 OF 6**

further principal and interest payments due on the Loan, whereupon any such agreement shall reinstate immediately.

9. The Borrower will comply with all federal requirements outlined in the 2014 Appropriations Act and related Drinking Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.
10. Reserved.
11. The Borrower will comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.
12. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."
13. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 C.F.R. Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.
14. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

**EXHIBIT D
PAGE 5 OF 6**

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

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

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



FINANCIAL COVENANTS

Recipient: CITY OF KINGSLAND

Loan Number: DW2016017

None.





City of Kingsland
Bid Tabulation
Asphalt Resurfacing Project LMIG 16
Thursday, August 18, 2016 at 2:00PM

Vendor	Lawnwood	N. Woodridge Court	Chester Ave.	Buck Island	Total Cost of Project
Seaboard Construction Co.	\$102,576.60	\$30,241.79	\$49,933.89	\$19,054.49	\$201,806.77
Blackjack Asphalt, Inc.	\$92,701.00	\$19,574.00	\$44,480.00	\$10,760.00	\$167,515.00
Charlie Hester Construction, Inc.	\$111,376.85	\$17,822.82	\$49,214.40	\$8,367.15	\$186,781.22

*RFP was advertised on The City of Kingsland and GMA Websites

Staff Recommends low bid, Blackjack Asphalt, Inc.

Road Name	Beginning	Ending	Length (Miles)	Description of Work
Lawnwood	Clarks Bluff Rd	S. Grove Blvd	0.85	Asphalt Overlay
N. Woodbridge Ct	Woodvalley Dr	End	0.15	Asphalt Overlay
Chester St	Hwy. 17	S. Island St	0.41	Asphalt Overlay
Buck Island	Woodvalley Dr	End	0.07	Asphalt Overlay



City of Kingsland
BID TABULATION
Pest Control Services-Annual Contract
18 City Buildings
Wednesday, August 31, 2016 @ 2:00 PM

Vendor	Cost Per Month	Total Cost Per Year
Yates-Astro Termite Pest Control*	\$297.00	\$3,564.00
Peachtree Pest Control	\$405.00	\$4,860.00
Knox Pest Control	\$336.00	\$4,032.00
A-1 Economic Exterminators	NO RESPONSE	NO RESPONSE
Bug Out Service	NO RESPONSE	NO RESPONSE
Reliant Pest Control	NO RESPONSE	NO RESPONSE
Keene Exterminating	NO RESPONSE	NO RESPONSE

Request for Proposal (RFP) was advertised on the City of Kingsland and GMA websites.

*Yates-Astro Termite Pest Control is our current contractor. Staff recommends low bid, Yates-Astro Termite Pest Control.



City of Kingsland
BID TABULATION
Pipe/Slip Lining Chestnut Court
08/25/2016

Vendor	Total Cost of Project
Lining and Coating Solutions	\$81,896.00
*Southeast Pipe Survey, Inc.	\$48,870.00
VacVision Environmental, Inc.	\$64,500.00
IPR Southeast, LLC	\$62,550.00
*Staff Recommendation	

(RFP was advertised on the City and GMA websites.)