



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • OCTOBER 24, 2016

Regular Meeting

City Council Chamber

6:00 PM

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

I. CALL TO ORDER AND WELCOME GUESTS

II. INVOCATION AND PLEDGE TO THE FLAG

1. Reverend Al Crumpton, King of Peace Episcopal Church -
2. Boy Scout Troop 226 - the Pledge to the Flag -

III. 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

IV. CONSENT DOCKET

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

V. RECOGNITION

1. City of Kingsland Awarded GMA Safety and Liability Management Grant -

The City of Kingsland was awarded a Safety Grant Check in the Amount of \$6,100.00 and a Liability Grant Check in the Amount of \$7,107.21.

VI. PRESENTATION

1. Presentation - Living Well Employee Clinic Annual Report -

VII. GRANTING AUDIENCE TO THE PUBLIC**VIII. OLD BUSINESS****IX. PLANNING AND ZONING**

1. APPLICATION FOR RESIDENTIAL BUSINESS – Meghan Williams -

Meghan Williams, 144 Sugar Maple Way is requesting a Residential Business Permit for “LulaRoe” a fashion consultant and online clothing sales business. Zoning is R-1. Customers to house will be by appointment only. Deliveries to house will not be frequent. Planning Commission Recommends Approval.

X. NEW BUSINESS

1. Proclamation: Pink Out Friday for Breast Cancer -
2. 1747 : Approval Of: Seyfarth Shaw, LLP Engagement Agreement -
Staff recommends approval.
3. Adoption Of: Ordinance 2016-06 - an Ordinance to Amend Ordinance 2015-07 -
For establishing Water and Sewer Remote Read Opt-Out Program, updating charges for initial water and sewer services, and for other purposes. Staff recommends approval.

XI. MAYOR AND COUNCIL ANNOUNCEMENT**XII. ADJOURNED**



City of Kingsland

107 S. Lee Street
P.O. Box 250
Kingsland, Georgia 31548
(912) 729-5613-City Hall / (912)-729-7618-Fax

_____, 2016

Epic Destinations, LLC

RE: City and Epic Destinations, LLC ("Developer") Project Agreement and financing

Gentlemen:

As you know, one of the issues we must address is the Developer's responsibility for the City's costs associated with this process. As regards legal fees for representation of the City and its instrumentalities by Seyfarth Shaw LLP, this responsibility should be reflected in the Project Agreement.

Meanwhile, the City is not willing to advance those costs, even on a reimbursable basis, so we require an initial deposit by the Developer, which the Developer will replenish as necessary. The amount of the initial deposit that is necessary is \$25,000, based on estimates that the City has received. Once the Developer remits that amount, we will make disbursements as necessary, and will provide you with a statement of these payments as they are made. Please go ahead and make that remittance now to the City.

The initial deposit does not necessarily indicate the total budget that is necessary. Also, you should be aware that costs you incur prior to the anticipated financing are not reimbursable out of the financing, except to the extent that they are for work on the financing itself. The City is agreeable to financing costs you incur being reimbursable out of net available proceeds of the financing.

The City is committed to finding a fair and equitable solution for this project and feels that the deposit of these escrow funds will help us move the process forward. With these funds in escrow, the City can work

Attachment: kingsland developer fee responsibility letter (1747 : Approval Of: Seyfarth Shaw, LLP Engagement Agreement)

with the development team so that we can have the best chance of obtaining an amended Project Agreement (including necessary due diligence into its aspects), schedule and plan of financing acceptable to the City.

Please sign and return the acceptance below on a copy of this letter, along with your remittance, to indicate your agreement to these arrangements. The scope of this letter is limited to cost payment arrangements on your part; it does not create or expand any obligations of the City or its instrumentalities.

Yours very truly,

City of Kingsland

By: _____

Agreed:

Epic Destinations, LLC

By: _____

Attachment: kingsland developer fee responsibility letter (1747 : Approval Of: Seyfarth Shaw, LLP Engagement Agreement)

We appreciate your support and assistance in this matter. If you need any additional information or assistance, please feel free to contact Mr. Darren Harper, Economic Development Director at 912-7297530 or dharper@kingslandgeorgia.com.

Sincerely,

Lee Spell
City Manager

LDH/lis

Attachment: kingsland developer fee responsibility letter (1747 : Approval Of: Seyfarth Shaw, LLP Engagement Agreement)



Writer's direct phone

(404) 888-1883

Writer's e-mail

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Attachment: Seyfarth (1747 : Approval Of: Seyfarth Shaw, LLP Engagement Agreement)

October 17, 2016

Via Email and U.S. First Class Mail

City of Kingsland
P. O. Box 250
107 S. Lee Street
Kingsland, GA 31548
Attn: Lee Spell, City Manager

Re: Representation of City of Kingsland ("**City**") in connection with project ("**Project**") sponsored by Epic Destinations, LLC ("**Developer**")

Dear Lee:

Introduction

I am writing as you requested with our proposal concerning the terms applicable to our engagement by the City in connection with the Project. The scope of work involves advisory work related to the Project Agreement, and transactional work related to financing activities, and is described below. In no event will the City absorb any of the costs of this work.

Advisory Work

Advisory work is subject to hourly billing, payable monthly. The goal of the advisory work is satisfactory due diligence on all aspects of the Project, durable documentation of aspects of the Project involving the City and its instrumentalities that is acceptable to the City (including the proposed amendments to the Project Agreement), a workable schedule with defined milestones, and a feasible plan of financing that can be implemented within the parameters set by the City and without risk to the City. Although the City is willing for the CID to impose taxes and assessments within its district, and for any positive tax increment within the TAD's district to be used for the Project, in no event will the plan of financing include a pledge of the City's citywide full faith and credit.

We propose that the Developer should be responsible for the fees and expenses of our advisory work, and, further, that the City should require the Developer to enter into a letter

agreement accepting those responsibilities, while recognizing that our only client is the City. A specimen letter to that effect is attached.

Transactional Work

When the plan of finance is implemented, our transactional role will be to act as the City's TAD Counsel and, when bonds are issued, as the City's Bond Counsel and Disclosure Counsel.

At the inception of the transactional phase, we would quote a target (fixed) fee for our work to the City Representative (see "Administrative Matters", below) for approval. Compensation for our transactional work is not contingent upon the successful closing of the financing. In large part, our target fee would be paid out of the proceeds of the financing. However, we anticipate that some progress payments of our target fee would be required due to the duration of the financing process. As noted in the attached specimen letter, the Developer, not the City, would be responsible for these progress payments, subject to reimbursement out of net bond proceeds to the extent funds are available. However, costs the Developer incurred during the advisory phase would not be subject to reimbursement out of bond proceeds.

Administrative Matters

Our proposal includes the City's appointing its Finance Director, Filiz Morrow, as its "City Representative" for coordination purposes, which role would include being the primary liaison with my firm and also with the Developer.

Subject to the above, the attached Terms of Engagement also apply.

Conclusion

We trust that the information set forth above is helpful. Please let us know if you have any questions or comments.

We look forward to working with the City.

Very truly yours,

SEYFARTH SHAW LLP



Daniel M. McRae

Enclosures
cc: Filiz Morrow



STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

This statement sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file.

THE SCOPE OF OUR WORK

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of our legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity (*i.e.*, if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). Accordingly, for conflict of interest purposes, we may represent another client with interests adverse to any such affiliate without obtaining your consent.

It is our further policy that our representation is limited to performance of the services described in the engagement letter and does not include representation of you or your interests in any other matter.

After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. We always strive to keep our clients updated on matters on which we have been retained. However, unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

If, during the course of our engagement, we send you a letter or other written communication advising you about a Federal tax issue, you may notice a statement towards the end saying that our advice may not be relied upon for the purpose of avoiding penalties that may be imposed. (That legend will appear on every e-mail or fax that we send even if there is no tax issue involved.) This does not mean that we have not carefully considered the advice we sent to you but, rather, is intended to enable us to render that advice in a cost efficient manner. Rules recently adopted by the Treasury Department require that in the absence of such a legend, any tax advice must be given only in a full-blown, formal legal opinion. Like all law firms, if we were to issue a formal opinion, we would need to follow certain prescribed procedures. We believe that, in most cases, the cost to our clients if we were to follow those

procedures would be totally disproportionate to the benefit they would receive. In any case where we think that a formal opinion may be appropriate, we will discuss the matter with you. Please be assured that we will give the same care and attention to any tax advice we give to you as we would have before the new Treasury Department rules, regardless of the form in which that advice is rendered.

WHO WILL PROVIDE THE LEGAL SERVICES

Customarily, each client of the Firm is served by a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time. Subject to the supervisory role of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the Firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those lawyers and legal assistants who work on your matters.

HOW FEES WILL BE SET

The basis on which our fees will be determined is described in the accompanying engagement letter.

We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of one quarter of an hour.

The hourly rates of our lawyers are adjusted annually to reflect current levels of legal experience, changes in overhead costs, and other factors. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost frequently is more than the amount estimated.

For certain well-defined services (for example, a simple business incorporation), we may quote you a flat fee. It is our policy not to accept representation on a flat-fee basis except in such defined-service areas or pursuant to a special arrangement tailored to the needs of particular client. In all such situations, the flat fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

ADDITIONAL CHARGES

Typically, we will charge clients not only for legal services rendered, but also for other ancillary services provided. Examples include charges for long-distance telephone calls, overnight courier or mail service, messenger deliveries, computerized research services, and the use of our facsimile and photocopy machines. Where possible, our charges for these services are measured by our actual out-of-pocket costs. For many of these items, however, the true cost of providing the service is difficult to establish and we are constantly striving to maintain these charges at rates which are lower than those maintained by others in our markets. We would be pleased to discuss the specific schedule of charges for these additional services with you and to answer any questions that you may have. If you would prefer, in some situations we can arrange for these ancillary services to be provided by third-parties with direct billing to you, always with the understanding that third-party services are your responsibility to pay. In most instances we will forward an invoice of a third-party directly to you for payment.

RETAINER AND TRUST DEPOSITS

New clients of the Firm are commonly asked to deposit a retainer with the Firm. If you deposit a retainer with us, you grant us a security interest in that deposit. Unless otherwise agreed, the retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the retainer deposit proves insufficient in view of the services to be rendered during the engagement, it may have to be increased.

Deposits which are received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All trust deposits we receive from you, including retainers, will be placed in a trust account for your benefit. By court rule in each jurisdiction in which the firm has an office, your deposit will be placed in a pooled account if it is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Other trust deposits will also be placed in the pooled account unless you request a segregated account. By court rule in each of these jurisdictions, interest earned on the pooled account is payable to a charitable foundation established in accordance with such court rule. Interest earned on the segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

YOUR RESPONSIBILITIES

In addition to payment of our fees, as described above, you agree to cooperate with us in the matters we are handling for you and to provide all information known or available to you relevant to our representation.

TERMINATION

You may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of legal services rendered and additional charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the rules of professional responsibility for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example: nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client. We try to identify in advance and discuss with our client any situation which may lead to our withdrawal and, if withdrawal ever becomes necessary, we give the client written notice of our withdrawal.

At your written request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the Firm. These Firm files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by use within a reasonable time after the termination of the engagement.

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

We will bill you on a regular basis, normally each month, for both fees and disbursements. You agree to make payments within 30 days of receiving our statement. We will give you prompt notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we will withdraw from the representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees and a reasonable lawyer's fee.

YOUR RIGHT TO ARBITRATE

If you disagree with the amount of our fee, please take up the question with your principal lawyer contact or with the Firm's Managing Partner. Typically, such disagreements are resolved

to the satisfaction of both sides with little inconvenience or formality. In the event of a fee dispute which is not readily resolved, you have the right to request arbitration under supervision of the state or district bar associations for most of the jurisdictions in which we practice, and, where applicable, we agree to participate fully in that process.

* * * * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

ORDINANCE 2016-06
CITY OF KINGSLAND, GEORGIA
TO AMEND WATER AND SEWER ORDINANCE – 2015-07

Deleted: 2015-07
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AN ORDINANCE TO AMEND AN ORDINANCE ESTABLISHING WATER AND/OR SEWER REMOTE READ OPT-OUT PROGRAM, UPDATE CHARGES FOR INITIAL WATER AND SEWER SERVICES, AND FOR OTHER PURPOSES:

Deleted: RATE SCHEDULES, DEPOSIT SERVICE RULES, CUT-ON AND CUT-OFF PROCEDURES FOR LOCATIONS WITH OUTSIDE THE CITY LIMITS OF KINGSLAND, GEORGIA

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

SECTION 1. RATE SCHEDULE:

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

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

WATER RATE SCHEDULE INSIDE CITY:

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

COMMERCIAL WATER RATE SCHEDULE INSIDE CITY:

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

WATER RATE SCHEDULE OUTSIDE CITY:

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

COMMERCIAL WATER RATE SCHEDULE OUTSIDE CITY:

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

WATER RATE SCHEDULE FOR CHURCHES:

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

UNIT RATE HOTEL/MOTEL WATER RATE SCHEDULE:

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

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

Sewer usage is based on water metered.

Deleted: 1

SEWER RATE SCHEDULE INSIDE CITY:

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

SEWER RATE SCHEDULE COMMERCIAL INSIDE CITY:

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

SEWER RATE SCHEDULE OUTSIDE CITY:

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

SEWER RATE SCHEDULE COMMERCIAL OUTSIDE CITY:

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

UNIT RATE HOTEL/MOTEL SEWER RATE SCHEDULE:

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

SEPTIC TANK WASTE DISPOSAL FEE SCHEDULE:

Connection Fee		Rate
\$5 – per tank	+	\$.04 – per gallon

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

1. Minimum charges as outlined herein for each unit.

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

(d) Remote Read Opt-Out Program

1. An Opt-Out Program is available to customers for the Meter Transmitting Unit (MTU) only; the installation/replacement of water meters is mandated as outlined in the Water/Sewer Ordinance and cannot be opted out of.
2. The Opt-Out Program is applicable to current property owners only. Current property owners are those listed on City tax records at the time of the opt-out election. Upon the sale or transfer of a property, a MTU must be installed as part of the remote read program unless the new owner elects to opt out under these guidelines.
3. A customer may, at his/her discretion, opt out of the remote read program. In order to do so, the customer must complete and submit the Opt-Out form provided by the Department.

4. The customer can enter into agreement with the City by completing the required Opt-Out form. The agreement will include conditions of participation and an acknowledgement of the additional fees and charges that will be assessed due to the election to opt-out.

5. By opting out the customer acknowledges and accepts that they will be charged an additional opt-out fee in the amount of \$25.00 for manual reading service (monthly) which will be added to the customer's utility bill.

SOLID WASTE COLLECTION FEE SCHEDULE INSIDE CITY:

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

A wheeled garbage container (solid waste receptacle) will be delivered to new customers within 3-5 business days of opening the account. The garbage container will be picked up by the City at the same time the final water meter reading is taken upon account closure by the customer. The current replacement cost of the container will be deducted from the customer's security deposit when the customer fails to return the garbage container to the City in a serviceable condition.

SECTION 2. APPLICATION FOR WATER AND SEWER SERVICE:

The consumer shall make application for water and sewer service and at the same time shall make a security deposit as follows:

DEPOSIT INSIDE CITY:

RESIDENTIAL:	3/4"	Meter	\$100.00
COMMERCIAL:	3/4"	Meter	\$125.00
	1"	Meter	\$200.00
	1 1/2"	Meter	\$300.00
	2"	Meter	\$400.00

DEPOSIT OUTSIDE CITY

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

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

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

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

SECTION 3. CHARGES FOR INITIAL WATER AND SEWER SERVICE:

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

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

(a) FOR WATER SERVICE:

<u>CONNECTION FEE INSIDE CITY:</u>	<u>FEE PLUS METER:</u>
3/4" Meter	\$ 600.00 + Meter
1" Meter	\$ 1,520.00 + Meter
1 1/2" Meter	\$ 2,500.00 + Meter
2" Meter	\$ 3,820.00 + Meter
3" Meter	\$10,595.00 + Meter
4" Meter	\$17,532.00 + Meter
5" Meter	\$26,000.00 + Meter
6" Meter	\$36,600.00 + Meter

<u>CONNECTION FEE OUTSIDE CITY:</u>	<u>FEE PLUS METER:</u>
3/4" Meter	\$ 600.00 + Meter
1" Meter	\$ 2,273.00 + Meter
1 1/2" Meter	\$ 3,694.00 + Meter
2" Meter	\$ 5,731.00 + Meter

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

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

(b) FOR SEWER SERVICE:

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

<u>TYPE OF INSTALLATION</u>	<u>FLOW GPD</u>	<u>\$ PER UNIT</u>	
CLUB BUILDING	500	\$3,000.00	
BAR			
PER SEAT	50 (minimum \$3,000)	\$ 120.00	
EMPLOYEE (FTE)	25 (minimum \$3,000)	\$ 60.00	Deleted: 1
BEAUTY/BARBER SHOP			Deleted: .
PER WET CHAIR	333 (minimum \$3,000)	\$ 799.00	Deleted:
BOWLING ALLEY			
PER LANE	125 (minimum \$3,000)	\$ 300.00	
CAR WASH			
PER BAY-SELF OPERATED	100 (minimum \$3,000)	\$ 240.00	
AUTOMATIC	166	\$ 398.00	
CHURCH			
PER SEAT (in largest assembly)	5 (minimum \$1,000)	\$ 12.00	Deleted: PER MEMBER . . 100 \$ 240.00 1
COIN LAUNDRY			
PER MACHINE	400	\$ 800.00	Deleted:
COMMERCIAL LAUNDRY			Deleted:
PER MACHINE	640	\$1,536.00	Deleted:
COUNTRY CLUB			
PER 100 Square feet	250	\$ 600.00	
HOSPITAL			
PER BED	200	\$ 500.00	
INDUSTRIAL			
PER EMPLOYEE	35 (minimum \$3,000)	\$ 84.00	
MOBILE HOME PARK			
SINGLE OR DOUBLE WIDE	300	\$ 1,200.00	

MOTEL, HOTEL, RV PARK, & Apts. PER UNIT			Deleted: & apts.
w/o washer/dryer hook up**	225	\$ 1,080.00	
Apts. with washer/dryer Hook up** per unit	300	\$1,200.00	
NURSING HOME PER BED	125	\$ 300.00	
OFFICE PER 1000 SQ FT	175 (minimum \$3,000)	\$ 420.00	
Medical per 1000 SQ FT	500	\$1,500.00	
RESIDENCE PER UNIT-INCLUDES CONDO/T.HOMES	400	\$ 1,200.00	
MULTI-FAMILY* PER UNIT 1-2 BEDROOM	300	\$1,200.00	
3 BEDROOM	400	\$1,200.00	
*Includes duplex, triplex, quadra-plex			
RESTAURANT WITH DRIVE-IN	55 (minimum \$3,000)	\$ 132.00	Deleted:
PER SEAT W/O DRIVE-IN	25 (minimum \$2,000)	\$ 50.00	Deleted:
			Deleted: .
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SERVICE STATION/FUEL CTR. REGULAR PUMP		\$ 500.00	
TRUCK PUMP		\$5,000.00	
OTHERWISE PER PUMP	75	\$ 180.00	
SCHOOL* PER STUDENT	17 (minimum \$1,000)	\$ 41.00	Deleted:
WITH GYM	21 (minimum \$1,500)	\$ 50.00	Deleted:
*Includes Day Care Centers			
			Deleted: .
STORES, SHOPPING CENTER PER 1000 SQ FT	100 (minimum \$3,000)	\$ 240.00	
THEATER Per seat	5 (minimum \$3,000)	\$ 10.00	
AUDITORIUM CONVENTION CENTER, ASSEMBLY HALL (NO FOOD SERVICE) PER CAPITA	10 (minimum \$3,000)	\$ 24.00	
WAREHOUSE PER 1000 SQ FT	25 (minimum \$3,000)	\$ 60.00	
** Apartments are defined as a building designed for residential occupancy by 3 or more families living in separate units without firewalls separating the units and containing less than 1500 square feet of living space per dwelling unit.			

FOR CAPITAL RECOVERY FEE:

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

TYPE OF INSTALLATION	FLOW GPD	\$ PER UNIT	
CLUB BUILDING	500	\$3,000.00	
BAR			
PER SEAT	50 (minimum \$3,000)	\$ 120.00	
EMPLOYEE (FTE)	25 (minimum \$3,000)	\$ 60.00	Deleted:
			Deleted: .
			Deleted:
BEAUTY/BARBER SHOP PER WET CHAIR	333 (minimum \$3,000)	\$ 799.00	
BOWLING ALLEY			

PER LANE	125 (minimum \$3,000)	\$ 300.00	
CAR WASH			
PER BAY-SELF OPERATED	100 (minimum \$3,000)	\$ 240.00	
AUTOMATIC	166	\$ 398.00	
CHURCH			
PER SEAT (in largest assembly)	5 (minimum \$1,000)	\$ 12.00	Deleted: Deleted: Deleted: Deleted:
COIN LAUNDRY			
PER MACHINE	400	\$ 800.00	
COMMERCIAL LAUNDRY			
PER MACHINE	640	\$1,536.00	
COUNTRY CLUB			
PER 100 Square feet	250	\$ 600.00	Deleted: PER MEMBER . . 100 . \$ 240.00 ¶ .
HOSPITAL			
PER BED	200	\$ 500.00	
INDUSTRIAL			
PER EMPLOYEE	35 (minimum \$3,000)	\$ 84.00	
MOBILE HOME PARK			
SINGLE OR DOUBLE WIDE	300	\$ 6,000.00	
MOTEL, HOTEL, RV Park			
& Apts. PER UNIT			
w/o washer/dryer hook up**	225	\$ 1,080.00	Deleted: Deleted: w/o Deleted: washer/dryer hook ups ¶
Apts. with washer/dryer			
Hook up** per unit	300	\$ 1,200.00	Deleted: PER UNIT . Deleted: h Deleted: s Deleted:
NURSING HOME			
PER BED	125	\$ 300.00	
OFFICE			
PER 1000 SQ FT	175 (minimum \$3,000)	\$ 420.00	
Medical per 1000 SQ FT	500	\$1,500.00	
RESIDENCE			
PER UNIT-INCLUDES			
CONDO/T.HOMES	400	\$ 6,000.00	
MULTI-FAMILY*			
PER UNIT 1-2 BEDROOM	300	\$6,000.00	
3 BEDROOM	400	\$6,000.00	
*Includes duplex, triplex, quadra-plex			
RESTAURANT			
WITH DRIVE-IN	55 (minimum \$3,000)	\$ 132.00	Deleted: . Deleted: Deleted:
PER SEAT W/O DRIVE-IN	25 (minimum \$2,000)	\$ 50.00	
SERVICE STATION/FUEL CTR.			
REGULAR PUMP		\$ 500.00	
TRUCK PUMP		\$5,000.00	
OTHERWISE PER PUMP	75	\$ 180.00	
SCHOOL*			
PER STUDENT	17 (minimum \$1,000)	\$ 41.00	Deleted: . Deleted:
WITH GYM	21 (minimum \$1,500)	\$ 50.00	
*Includes Day Care Centers			
STORES, SHOPPING CENTER			
PER 1000 SQ FT	100 (minimum \$3,000)	\$ 240.00	
THEATER	5 (minimum \$3,000)	\$ 10.00	
Per seat			
AUDITORIUM CONVENTION CENTER, ASSEMBLY HALL			

(NO FOOD SERVICE)		
PER CAPITA	10 (minimum \$3,000)	\$ 24.00
WAREHOUSE		
PER 1000 SQ FT	25 (minimum \$3,000)	\$ 60.00

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

- NOTES:
- (1)

Minimum sewer system treatment fee for commercial/industrial buildings: \$800.00 + \$100.00 = \$900.00. All other tap fees will be computed on an individual basis by city engineer/city manager.
- (2)

These fees are for within the City connections.
- (3)

Customer must pay all expenses to bring water/sewer service to the point on the property line where the customer & the city agree that service will be provided. This includes the cost of a wet or dry tap of the lines. Mayor & Council may negotiate this issue.
- (4)

Fee's for outside the city service will be 50% higher.
- (5)

Flow GPD are determined by the City Engineer and may vary or differ from the above in unusual cases. All variance from this ordinance must be substantiated by a study.
- (6)

Any use not covered by this ordinance will be computed by the Engineer.
- (7)

Flow GPD will be computed to the nearest 1000 where applicable.
- (8)

All applicants for water and/or sewer service for existing one-family residential structures located within the City of Kingsland are eligible for service based on a payment plan. All fees shall be paid within 36 months of service.
- (9)

Connection to City of Kingsland sewer system shall only be permitted to those residents and businesses lying within the city limits.

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

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

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

SPRINKLER SYSTEM:

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

- Notes:
1.

In all cases of new multiple type users subscribing for water and/or sewer service, the City will make the determination as to the installation of either a master meter(s) or individual meters for each unit.
2.

Customer must pay the full cost of compound or other meters as determined by the City plus shipping cost.
3.

Fee's for outside the city limits are to be 50% higher.

SECTION 4. MINIMUM CHARGES:

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

SECTION 5. TIME LIMITATION FOR CONNECTIONS

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

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

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

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

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

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

SECTION 6. CITY'S RESPONSIBILITY AND LIABILITY

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

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

SECTION 7. CONSUMER'S RESPONSIBILITY AND LIABILITY:

Water furnished by the City of Kingsland, Georgia shall be used for consumption by the consumer, members of his household and employees only. The consumer shall not sell water to any other person or permit any other person to use said water. Water shall not be used for irrigation, fire protection, nor other purposes, except when

water is available in sufficient quantity without interfering with the regular domestic consumption in the area served. Disregard for this rule shall be sufficient cause for refusal and/or discontinuance of service.

- (a) Where meter or meter box is placed on the premises of a consumer, a suitable place shall be provided by the consumer therefore, unobstructed and accessible at all times to the meter.
- (b) The consumer shall furnish and maintain a private cut-off valve on the consumer's side of the meter. Should the City be called out after 4:30p.m. and/or after the City's normal operating hours to turn on or off a water meter because there is no such cut-off valve for consumer's repairs or maintenance, it will be subject to a \$25.00 service charge.
- (c) The consumer's piping and apparatus shall be installed and maintained by the consumer's expense, in a safe and efficient manner and in accordance with the sanitary regulations of the State Health Department.
- (d) In order to be received as a consumer and entitled to receive water from the City's water system, all applicants must offer proof that any private wells located on their property are not physically connected to the lines of the City's water system and all applicants by becoming consumers of the City covenant and agree that, so long as they continue to be consumers of the City, they will not permit the connection of any private wells on their property to the City's water system, by any piping permanent or temporary.
- (e) Sanitary sewer service furnished by the City of Kingsland, Georgia shall be for wastewater generated only by the Kingsland water system. No wastewater from private wells, storm drains, roof drains or similar sources shall be discharged into the system.
- (f) The consumer's sewer piping and apparatus shall be installed and maintained at the consumer's expense. All contractors or plumbers installing water/or sewer system service lines shall be registered at City Hall and approved by the City. All such connections and service line work shall be done in accordance with City specifications, and all work shall be inspected and approved by the City prior to the piping being covered with earth.

SECTION 8. ACCESS TO PREMISES AND EXTENSIONS OF SYSTEM:

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

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

SECTION 9. CHANGE OF OCCUPANCY:

Notice during normal business hours must be given to the City of Kingsland to discontinue water and sewer service or to change occupancy. The outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longer. The new occupant shall apply for water and sewer service prior to occupying the premises, and failure to do so will make him liable for paying for the water consumed since the last meter reading.

SECTION 10. METER READING-BILLING-COLLECTIONS

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

- (a) Nonpayment after the due date will be subject to a penalty of 10% of the delinquent account. City of Kingsland must receive payment no later than 5:00p.m. on the due date to avoid penalties. Postmarks and check dates are not honored.
- (b) Nonpayment within 15 days from the due date will result in the water being shut off from the water user's property. (Effective date shall be July 1, 2015).
- (c) Nonpayment for 20 days after the due date will allow the City, in addition to all other rights and remedies, to terminate agreement, and in such event the water and sewer user shall not be entitled to receive, nor the City obligated to supply any water or sewer service under this ordinance. (Effective date shall be July 1, 2015).

- (d) When consumers have paid by check for services, and the check has been returned by the bank for insufficient funds (NSF), a \$30.00 service charge will be added to the total due. If there was a bank error, upon notification from the bank in writing, the NSF fee will be waived. All NSF checks must be picked up and replaced with cash or a money order. We will not send an NSF check back through the bank for a second approval. If the NSF check was for the customer's security deposit, the water will be disconnected and in addition to the NSF fee an additional service charge of \$25 will be charged.
- (e) Two (2) NSF checks on the same account written within 12 months of each other will result in the City not accepting any checks on that account for a minimum of 24 months from the date of the second check.
- (f) Service disconnected for nonpayment of account will be restored only after account is paid in full, an additional security deposit may be required and a service charge of \$25.00 will be applied to each utility account if it appears on the cut off list. If service is reconnected after 4:30pm, there will be an additional fee of \$25.00 added to each account. If the garbage container has been removed by the City, an additional \$25.00 service charge will be applied to return the garbage container to the customer's residence.
- (g) The consumer shall furnish and maintain a private cut-off valve on the consumer's side of the meter. A service charge of \$25 will be charged for service requested after 4:30p.m. and/or after business hours.

SECTION 11. SUSPENSION OF SERVICE:

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

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

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

SECTION 12. COMPLAINTS/ADJUSTMENTS

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

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

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SECTION 13. EFFECTIVE DATE:

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

SECTION 14. CONFLICTING ORDINANCE:

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

THIS ORDINANCE AMENDED and ADOPTED by the Mayor and City Council of the City of Kingsland, Georgia at a Meeting of the City Council of Kingsland, Georgia on the 24th day of October 2016.

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THE CITY OF KINGSLAND

BY: _____
Kenneth E. Smith, Sr, Mayor

ATTEST:

Linda O’Shaughnessy, City Clerk

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City of Kingsland
Smart Meter Technology
OPT-OUT PROGRAM FORM

City of Kingsland Water & Sewer Department is offering customers an opt-out alternative to its standard smart meter technology under the terms and conditions below and as outlined in the City of Kingsland Water/Sewer Ordinance. Customers have the option to opt-out of having a transmitting unit on the meter. Manual meter reading service charge is an additional \$25.00 per month.

Customer Information:

Customer Name: _____

Service Address: _____

City: _____ State: _____ Zip Code: _____

Terms & Conditions

To opt-out of the standard installation of AMR's smart meter technology, the customer must adhere to the following:

☐

By checking the box the customer acknowledges that by opting out of having the radio read meter installed they accept they will be charged an opt out fee as stated in the water and sewer ordinance.

☐

The Opt-Out Program is applicable to current property owners only. By checking the box the customer acknowledges that they are the current property owner listed on City tax records at the time of invoking this option.

Property Owner Signature

Date

Completed forms can be faxed to (912)729-8827 or mailed to City of Kingsland, Attn: Opt-Out, PO Box 250, Kingsland, GA 31548. Forms can also be emailed to joperson@kingslandgeorgia.com.