



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • DECEMBER 12, 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

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. PRESENTATION

- 1. Catfish Festival and Runabout - DDA Director Trish Jared

VI. RECOGNITION

- 1. Recognition for Dedicated Volunteer Service to the City of Kingsland in 2016: -
DDA Director Trish Jared
- Brandy Fournet - Kingsland Community Betterment Chair, 2017 Kingsland DDA
Board Chair
- Troy Hoper - Kingsland Community Betterment Committee Member, 2015/2016
Kingsland DDA Board Chair
- Lori Hoper - Kingsland Community Betterment Committee Member, Royal District
Market On-site Manager

Paula Chamberlain - Kingsland Hometown Teams Project Manager, Kingsland Runabout Volunteer, Kingsland DDA Board Member

Patsey Schreiber - 2016 Kingsland Catfish Festival Parade Chair, Kingsland Runabout Volunteer

2. Service Awards to City of Kingsland Employees -

25 Years - Chief Terry Smith

20 Years - Linda Filiz Morrow, Margaret Crews, William Coleman, Yvonne Waye, Ronald Wise, Jr.

15 Years - William Carreira, Jr., Kevin Foddrell, Richard Sapp, Mark Smith, William Stewart, Mikell Weaver, Donald Mounsey

10 Years - Michael Griffin, William Lee, Charles Roney, Samuel Bozeman, Paula Smith, Kenneth Kessler, William Gray, Scott Amann,

5 Years - Linda Johnson, Matthew Parker, Raymond Browning, John Christian

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

IX. PLANNING AND ZONING

1. APPLICATION FOR ANNEXATION – Drake and Arcely Perry -

Drake and Arcely Perry, are requesting annexation of a 10.31 acre parcel on Colerain Road being tax parcel 070C 001A also known as Tract A of Lot 1 of the Stewart Tate Estate Subdivision. Zoning in the City will be R-1. This is adjacent to the Harbor Worship Center. Planning Commission Recommends Approval.

2. Adoption Of: Ordinance #2016-08, Annex Perry Tract by the City of Kingsland -

3. APPLICATION FOR VARIANCE – Nancy and John Stasinis -

Nancy and John Stasinis, 1612 Boone St are requesting a side yard setback variance along Chris Drive from 25' to 10' due to City purchase of additional right-of-way. Zoning is C-2. City purchased 20 feet for installation of utilities plus a 10 foot easement for drainage. This would allow replacement of the existing structure. Planning Commission Recommends Approval.

4. APPLICATION FOR SPECIAL USE – Brenda Johnson -

Brenda Johnson, 142 Cedar Circle Dr is requesting a Special Use Permit for a Day Care Home for up to 4 children. Zoning is PD/R-1. Mrs. Johnson is certified and a child care deliverer on base. She is expecting twins and would like to continue serving Navy children. Planning Commission Recommends Approval.

5. APPLICATION FOR RESIDENTIAL BUSINESS – Nathan Fletcher -

Nathan Fletcher, 319 Lake Forest Drive is requesting a Residential Business Permit for Burly Man Tactical an online outdoor gear sales operation with storage. Zoning is PD/R-1. He has moved and is moving business from St. Marys. Most merchandise is drop shipped. Sample items are received and filmed for online display. Planning Commission Recommends Approval.

6. Planning Commission Member Appointments -

To appoint/reappoint members to the Kingsland Planning Commission for 2017-2018 for terms expiring December 31, 2016.

Appointment of Councilman Rick Winters currently held by Danny Wheeler

Appointment of Mayor Kenneth Smith currently held by Farran Fullilove

Joint Appointment of Mayor and Council currently held by Bryant Shepard

X. NEW BUSINESS

1. Resolution #2016-23: FY 2015-16 Year End Budget Revisions -

Staff recommends approval.

2. 2017 Alcohol License Renewals -

3. Approval of - Quit Claim Deed, Gross Timber and Land, LLC -

Staff recommends approval

4. Approval of - Utility Easement, Gross Timber and Land, LLC -

Approval of an 80' utility easement - Staff recommends approval

5. Approval Of: Maintenance Agreement Renewal - Fire Chief Terry Smith

Agreement between CE-Tech of Jacksonville, Inc and Kingsland Fire and Rescue -
Staff recommends approval

6. TIO Network Group-Georgia Power Payment Center Agreement -

Service agreement to accept cash payments on Georgia Power accounts. TIO Networks will draft funds daily and remit commission fees based on number of transactions. Cashiers will post payments to a web-based program. Estimated 2,000 customers a month. (Walk-in, cash only customers.) - Staff recommends approval

7. Cancellation Of: December 26, 2016 City Council Meeting -

XI. MAYOR AND COUNCIL ANNOUNCEMENT

XII. ADJOURNED

ORDINANCE NO. 2016-**AN ORDINANCE TO ANNEX PERRY TRACT BY THE CITY OF KINGSLAND**

WHEREAS, the City of Kingsland seeks to encourage planned growth and development that offers urban type services; and

WHEREAS, Drake & Arcely Perry own a tract on Colerain Road otherwise described as map and parcel 070C 001A consisting of 10.31 acres on which they plan to build a house; and

WHEREAS, the parcel is adjoining the City of Kingsland on two sides;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND that the City of Kingsland annex the property of Drake and Arcely Perry shown as Tract A in attached minor subdivision plat of RLF Kingsland into the City of Kingsland;

Adopted and approved this 12th day of December, 2016.

Attachment: Perry annexation ordinance (1766 : APPLICATION FOR ANNEXATION ? Drake and Arcely Perry)

LEGEND:
 IPF IRON PIN FOUND
 (1/2" REBAR UNLESS NOTED)
 IPS IRON PIN SET
 (1/2" REBAR)
 LH LIGHTWOOD HUB FOUND
 CMF CONCRETE MONUMENT FOUND
 (4"x4" UNLESS NOTED)
 CONG. CONCRETE
 DW DRIVEWAY
 AC ACRE
 R/W RIGHT OF WAY
 BL SETBACK LINE
 ESMT. EASEMENT
 SUBD. SUBDIVISION
 POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 N/F NOW OR FORMERLY
 DB DEED BOOK
 PG PAGE
 PC PLAT CABBINET
 PD PLAT DRAWER

NOTICE:

THE STREETS DESIGNATED AS "PRIVATE STREETS" ON THIS PLAT ARE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS DEVELOPMENT, AND ARE NOT OWNED OR MAINTAINED BY CAMDEN COUNTY. NO PUBLIC FUNDS OF CAMDEN COUNTY ARE TO BE USED TO BUILD, REPAIR, OR MAINTAIN THESE PRIVATE STREETS. THE OWNER, PURCHASER, LENDER, HEIRS, ASSIGNS, OR OTHER PARTIES TAKING TITLE TO OR OTHERWISE PROCURING AN INTEREST IN ANY PORTION OF THIS PROPERTY ARE HEREBY NOTIFIED OF THIS FACT.

NOTE:

UDC SEC. 1007 (1)
 GATED PRIVATE STREET ACCESS HAS TO BE COORDINATED WITH THE COUNTY FIRE CHIEF FOR A METHOD OF UNIMPEDED ACCESS FOR EMERGENCY VEHICLES.

FIRE PREVENTION AND SERVICES ORDINANCE SEC. 27-31 STATES THE GATE WILL NEED A "KNOX BOX RAPID ENTRY SYSTEM". A DISCUSSION WITH THE FIRE MARSHALL TO DETERMINE THE BEST OPTION WILL NEED TO BE HAD. SYSTEM SELECTED WILL HAVE TO BE PURCHASED AND INSTALLED BY THE OWNER/RESPONSIBLE PARTY.

MINOR SUB
 RLF KI
 OF LOT 1, S
 ESTATE S
 1606H
 CAMDEN CO

FILED

11:40 AM

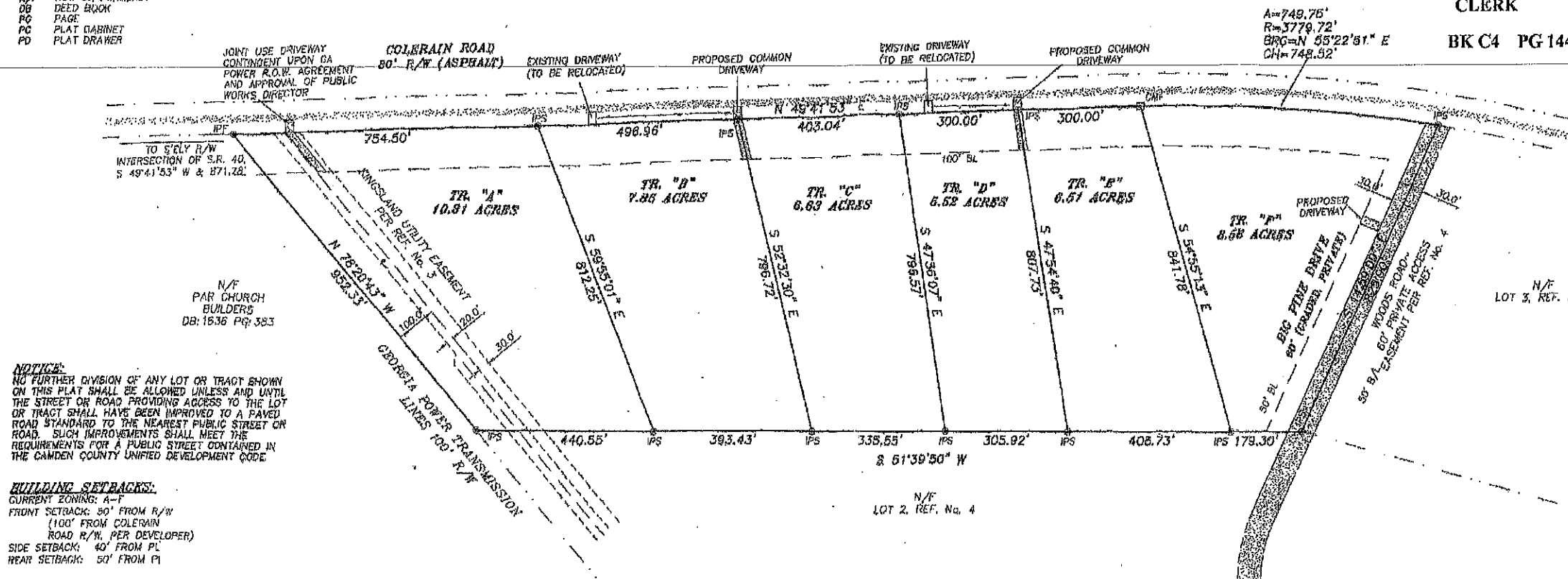
6/27/2014

CAMDEN CO

JOY LYNN TI

CLERK

BK C4 PG 144

**NOTICE:**

NO FURTHER DIVISION OF ANY LOT OR TRACT SHOWN ON THIS PLAT SHALL BE ALLOWED UNLESS AND UNTIL THE STREET OR ROAD PROVIDING ACCESS TO THE LOT OR TRACT SHALL HAVE BEEN IMPROVED TO A PAVED ROAD STANDARD TO THE NEAREST PUBLIC STREET ON ROAD. SUCH IMPROVEMENTS SHALL MEET THE REQUIREMENTS FOR A PUBLIC STREET CONTAINED IN THE CAMDEN COUNTY UNIFIED DEVELOPMENT CODE.

BUILDING SETBACKS:

CURRENT ZONING: A-F
 FRONT SETBACK: 50' FROM R/W
 (100' FROM COLERAIN
 ROAD R/W, PER DEVELOPER)
 SIDE SETBACK: 40' FROM PL
 REAR SETBACK: 50' FROM PI

GENERAL NOTES:

- 1) THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,947,461 FEET.
- 2) UNOBSTRUCTED PORTIONS OF THE SITE WERE SURVEYED USING DUAL FREQUENCY, REAL TIME KINEMATIC GPS METHODS WITH A RELATIVE POSITIONAL ACCURACY < 30.07'+50 PPM.
- 3) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT.
- 4) THERE MAY EXIST ADDITIONAL EASEMENTS NOT SHOWN HEREON.
- 5) AN EASEMENT EXISTS FOR MAINTENANCE AND UTILITIES ENCOMPASSING ALL RIGHTS OF WAY SHOWN & 10' OUTSIDE THEREOF, PER REFERENCE PLAT No. 4.
- 6) ALL LOTS SHOWN HAVE A MINIMUM OF 3 UPLAND ACRES.
- 7) ALL IMPROVEMENTS NOT SHOWN

SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN N/A FEET, AND AN ANGULAR ERROR OF N/A PER ANGLE POINT, AND WAS ADJUSTED USING N/A RULE, THE FOLLOWING TYPE OF EQUIPMENT WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT:

TOPCON GTS-223 TOTAL STATION, TOPCON PC-2200 DATA COLLECTOR AND TOPCON HIPER PRO GPS

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,947,461 FEET.

CERTIFICATE OF FINAL PLAT APPROVAL FOR RECORDATION

ALL REQUIREMENTS OF THE CAMDEN COUNTY UNIFIED DEVELOPMENT CODE HAVING BEEN REPRESENTED AS BEING FULFILLED BY THIS PLAT, THE UNDERSIGNED ACTING UNDER AUTHORITY OF THE BOARD OF COMMISSIONERS OF CAMDEN COUNTY, GEORGIA, HEREBY APPROVES THIS PLAT FOR RECORDATION BY THE CLERK OF THE SUPERIOR COURT.

[Signature] 6-27-2014
 DIRECTOR OF PLANNING DATE

HEALTH DEPARTMENT CERTIFICATION

THE LOTS SHOWN HAVE BEEN REVIEWED BY THE CAMDEN

OWNER'S CERTIFICATE

STATE OF GEORGIA
 COUNTY OF CAMDEN

THE UNDERSIGNED CERTIFIES THAT HE OR SHE IS THE FEE SIMPLE ABSOLUTE OWNER OF THE LAND SHOWN ON THIS PLAT AND THAT THE PLAT AND THE PUBLIC IMPROVEMENTS CONTAINED THEREIN OR ASSOCIATED THEREWITH MEET ALL APPLICABLE REQUIREMENTS AND STANDARDS OF THE CAMDEN COUNTY UNIFIED DEVELOPMENT CODE.

OWNER'S NAME: *[Signature]*

OWNER'S ADDRESS: *[Signature]*

(OWNER'S SIGNATURE)

ORDINANCE NO. 2016-08**AN ORDINANCE TO ANNEX PERRY TRACT BY THE CITY OF KINGSLAND**

WHEREAS, the City of Kingsland seeks to encourage planned growth and development that offers urban type services; and

WHEREAS, Drake & Arcely Perry own a tract on Colerain Road otherwise described as map and parcel 070C 001A consisting of 10.31 acres on which they plan to build a house; and

WHEREAS, the parcel is adjoining the City of Kingsland on two sides;

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Adopted and approved this 12th day of December, 2016.

Kenneth E. Smith, Sr., Mayor

ATTEST:

Linda M. O'Shaughnessy, City Clerk

Attachment: Perry annexation ordinance (1777 : Adoption Of: Ordinance #2016-08, Annex Perry Tract by the City of Kingsland)

**A RESOLUTION TO AMEND THE FISCAL YEAR 2015/16
BUDGET RESOLUTION FOR THE CITY OF KINGSLAND**

Resolution # 2016-23

BE IT ORDAINED by the Mayor and Council of the City of Kingsland, Georgia in regular session lawfully assembled for City purposes:

Account Name	Budget Account	Adopted Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed
That it is necessary to amend the budget in the General Fund (100) for an increase/(decrease) in revenues.					
Penalty & Interest	100-00-0000-319001	\$80,000	(\$20,000)		\$60,000
Building Permits	100-00-0000-322100	\$135,000	\$70,000		\$205,000
Contingency				\$50,000	
			\$50,000	\$50,000	

That it is necessary to amend the budget in the General Fund (100) to account for an increase in Court Department expenditures for Fine add-ons.

That the above transaction can be fulfilled by changing the following budget accounts:

Fines	100-00-0000-350000	\$1,000,000	\$90,000		\$1,090,000
I.D.F. Fees	100-49-2100-573102	\$60,000		\$8,000	\$68,000
D.E.T. Fund	100-49-2100-573104	\$9,000		\$1,300	\$10,300
Camden County Jail	100-49-2100-573300	\$61,000		\$5,200	\$66,200
Police A&B	100-49-2100-573400	\$27,000		\$9,200	\$36,200
Victim Assistance	100-49-2100-573500	\$30,000		\$3,100	\$33,100
Peace Officer's Training	100-49-2100-573600	\$59,000		\$8,100	\$67,100
Brain/Spinal Injury	100-49-2100-573700	\$2,200		\$1,000	\$3,200
CSI Fee	100-49-2100-573800	\$38,500		\$5,800	\$44,300
Contingency				\$48,300	
			\$90,000	\$90,000	

That it is necessary to amend the budget in the General Fund (100) to account for an increase in Fleet Department expenditures.

That the above transaction can be fulfilled by changing the following budget accounts:

Workers Compensation	100-70-4600-512700	\$7,513		\$6,312	\$13,825
Contingency				(\$6,312)	
			\$0	\$0	

That it is necessary to amend the budget in the Multiple Grant Fund (250) to account for grants received or not received.

That the above transaction can be fulfilled by changing the following budget accounts:

GIRMA Safety Grant	250-00-0000-334116	\$0	\$13,208		\$13,208
GMA Health & Wellness	250-00-0000-334138	\$0	\$5,552		\$5,552
LMIG 2014	250-00-0000-334311	\$0	\$109,930		\$109,930
LMIG 2015	250-00-0000-334313	\$0	\$138,674		\$138,674
LMIG 2016	250-00-0000-334314	\$145,000	(\$145,000)		\$0
Georgia Humanities Council	250-00-0000-371006	\$0	\$447		\$447
GIRMA Safety Grant	250-00-0000-531714	\$0		\$13,208	\$13,208
GMA Health & Wellness	250-00-0000-531738	\$0		\$5,552	\$5,552
Georgia Humanities Council	250-00-0000-531762	\$0		\$447	\$447
LMIG 2016	250-00-0000-541408	\$145,000		(\$145,000)	\$0
Transfers Out to SPLOST	250-00-0000-611321	\$0		\$248,604	\$248,604
			\$122,811	\$122,811	

Attachment: Resolution 2016-23 FY 2015-16 Year End Budget Adjustments (1774 : Resolution #2016-23: FY 2015-16 Year End Budget

That it is necessary to amend the budget in the Downtown Development Fund (278) to account for addition of Kingsland Betterment department.

That the above transaction can be fulfilled by changing the following budget accounts:

Account Name	Budget Account	Adopted Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed
Catfish Festival Funds	278-00-0000-322161	\$0	\$30,000		\$30,000
Miscellaneous	278-69-7560-531513	\$0		\$1,000	\$1,000
Catfish Festival Event	278-69-7560-531519	\$0		\$1,000	\$1,000
Contingency				\$28,000	
			\$30,000	\$30,000	

That it is necessary to amend the budget in the Kingsland Development Authority Fund (280) to account for PILOT payment.

That the above transaction can be fulfilled by changing the following budget accounts:

Account Name	Budget Account	Adopted Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed
Miscellaneous	280-00-0000-389000	\$0	\$18,194		\$18,194
Intergovernmental PILOT	280-00-0000-571010	\$0		\$18,194	\$18,194
			\$18,194	\$18,194	

That it is necessary to amend the budget in the SPLOST VII Fund (321) to account for revenues received and changes in transfers.

That the above transaction can be fulfilled by changing the following budget accounts:

Account Name	Budget Account	Adopted Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed
SPLOST VII	321-00-0000-337100	\$1,920,000	(\$50,000)		\$1,870,000
TAN Draws	321-00-0000-389002	\$0	\$770,820		\$770,820
Transfers in from GF	321-00-0000-391110	\$0	\$5,810		\$5,810
Transfers in from LMIG 14	321-00-0000-391121	\$0	\$109,930		\$109,930
Transfers in from LMIG 15	321-00-0000-391122	\$0	\$138,674		\$138,674
Transfers in from Water	321-00-0000-391160	\$0	\$15,900		\$15,900
Site Improvements	321-43-4200-541200	\$0		\$10,350	\$10,350
Infrastructure LMIG 14	321-43-4200-541410	\$0		\$131,600	\$131,600
Infrastructure LMIG 15	321-43-4200-541411	\$0		\$201,350	\$201,350
Machinery & Equipment	321-43-4200-542500	\$125,000		\$7,200	\$132,200
Transfer out to Grant	321-43-4400-611200	\$0		\$453,950	\$453,950
Transfer out to Water	321-43-4400-611505	\$1,938,950		(\$453,950)	\$1,485,000
Contingency				\$640,634	
			\$991,134	\$991,134	

That it is necessary to amend the budget in the Water/Sewer Fund (505) to adjust revenues, transfer of funds from SPLOST Funding, and expenses.

That the above transaction can be fulfilled by changing the following budget accounts:

Account Name	Budget Account	Adopted Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed
Tap Fees	505-00-0000-344240	\$170,000	\$130,000		\$300,000
Capital Recovery Fees	505-00-0000-344265	\$500,000	\$270,000		\$770,000
Transfer In from SPLOST	505-00-0000-391320	\$1,938,950	(\$453,950)		\$1,485,000
General Supplies	505-90-4410-531100	\$140,292		\$35,000	\$175,292
Infrastructure	505-90-4410-541400	\$1,938,950		(\$453,950)	\$1,485,000
GEFA Infrastructure	505-90-4410-541401	\$0		\$80,000	\$80,000
Computers	505-90-4410-542400	\$0		\$40,110	\$40,110
Transfer out to SPLOST	505-90-4410-611321	\$0		\$15,900	\$15,900
Contingency				\$228,990	
			(\$53,950)	(\$53,950)	

Account Name	Budget Account	Adopted Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed
That it is necessary to amend the budget in the Solid Waste Fund (540) to adjust revenues and expenses.					
That the above transaction can be fulfilled by changing the following budget accounts:					
Garbage Fees	540-00-0000-344111	\$865,000	\$30,000		\$895,000
Salaries	540-85-4510-511100	\$222,207		\$5,000	\$227,207
Group Insurance	540-85-4510-512100	\$52,098		\$8,700	\$60,798
Retirement Contributions	540-85-4510-512400	\$17,841		\$3,200	\$21,041
Landfill Disposal Fees	540-85-4510-523610	\$133,900		\$20,000	\$153,900
Automobile Parts	540-85-4510-531101	\$40,000		(\$6,900)	\$33,100
			<u>\$30,000</u>	<u>\$30,000</u>	

THEREFORE, BE IT RESOLVED, that the City of Kingsland does hereby ordain, resolve, and enact the foregoing budget amendments for the City of Kingsland, Georgia.

Adopted this 12th day of December 2016.

CITY OF KINGSLAND, GEORGIA

Kenneth E. Smith, Sr., Mayor

Attest: _____
Linda O'Shaughnessy, City Clerk

**2017 Alcohol Beverage Renewals
BEER/WINE LIQUOR BY DRINK**

**Doherty Georgia Kingsland LLC dba Applebee's
113 Lakes Blvd.**

**DWG Acquisitions LLC DBA
Dicks Wing
1301 East King Avenue**

**Camden Co. Elk Lodge #2820
580 East King Avenue**

**Kingsbay Moose Lodge #2418
610 South Lee Street**

**Outerbanks Seafood & Steak
140 Lakes Blvd Suite H**

**Ruby Tuesday #4509
100 Crown Pointe Parkway**

**RAE Hospitality International DBA
Longhorn Steakhouse #5391
121 Crown Pointe Parkway**

**Kingsland Millhouse LLC
1215 King Avenue East**

**Veterans Of Foreign War (VFW)
150 North Camden Wood Parkway**

**Traditions Golf Management LLC DBA Laurel Island Link
233 Marsh Harbour Parkway**

**Loom's Bar-B-Q "Sonny's
1380 East Boone Avenue**

**Terkin Enterprises LLC D/B/A
OPS Pizza Kitchen And Café
1378 Boone Street**

Attachment: 2017 alcohol lic (1762 : Alcohol Renewal)

**2017 Alcohol Beverage Renewals
BEER/WINE BY DRINK**

**Raidas Asian Café dba Dymasty
1891 Hwy 40- East Suite 1110**

**Ship To Shore Seafood
1947 Commerce Drive**

**Tulsi Management INC Hawthorn Suites
1323 East King Avenue**

**Angelo's Of Kingsland INC
1371-A Hwy 40-East**

**My Two Sons INC DBA Willie Jewells Old School BBQ
1621-G Highway 40-East**

**Rainers Creations DBA Salt Pepper Thyme
105 North Lee Street**

**2017 Alcohol Beverage Renewals
Retail/BEER & WINE**

**ABC Food Mart INC
100 Maycreek Drive**

**Aden's Minit Market
495 West King Street**

**CNR INC
1330 East Boone Avenue East**

**Fastime INC DBA Ext 1 BP
2574 Scrubby Bluff Road**

**Flash Foods INC #141
1211 East King Avenue**

**Flash Foods #195
1877 Harrietts Bluff Road**

**Flash Foods #0787
490 South Lee Street**

**Flash Foods #100
790 East King Avenue**

**Flash Foods #188
1321 Highway 40-East**

**Gope Food Market INC DBA Kingsland Grocery
500 South Lee Street**

**Friendly Express # 3717
1098 Cone Blvd**

**Green Cedar Food Store #9
1371 Highway 40-East**

Kingsland Chevron
2600 Scrubby Bluff Road

Raceway #983
1155 East King Avenue

K-Mart #3991 Dept
1601 Highway 40-East

Nimi Enterprises INC
1315 Highway 40-East

Publix Super Market #455
1601 Highway 40-East

Georgia CVS Pharmacy LLC
1402 Boone Street

Riddhi Siddhimaa LLC Laurel Food Mart
775 Laurel Island Parkway

Shri Krishna Associates INC
1355 East King Avenue

Sainath Trading INC
1409-A Harriett Bluff Road

SP Food Mart #3
301 North Lee Street

Shree Laxmi INC DBA Choose
113 Scrubby Bluff Road

TA Operating LLC Petro Stopping Center
1105 East King Avenue

Walgreen #10856
2060 Highway 40-East

Winn Dixie Stores INC #166
1351 East Boone Avenue

Jaiveer LLC DBA Tobacco & Mart
800 East King Avenue
Kingsland, Georgia 31548

Gtrac Xpress INC
5289 Laurel Island Parkway
Kingsland, Georgia 31548

*After Recording Return To:
Jennifer L. MacMillan, P.C.
286 Redfern Village
St. Simons Island, GA 31522*

STATE OF GEORGIA
COUNTY OF CAMDEN

QUITCLAIM DEED

THIS INDENTURE is made as of the ____ day of _____, 2016, by and between **THE CITY OF KINGSLAND**, a Georgia municipal corporation (hereinafter referred to as "Grantor") and **GROSS TIMBER & LAND, LLC**, a Georgia limited liability company, (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

THAT GRANTOR, in consideration of the sum of One and No/100 Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency whereof are hereby granted, by these presents does hereby remise, convey and forever Quitclaim unto the said Grantee, the following described real property, to-wit:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING in the City of Kingsland, Camden County, Georgia, described and identified according to that certain plat of survey made by AKM Surveying, Inc., certified by Jeffrey S. Foster, Georgia Registered Surveyor No. 3143, dated _____, 2016, and recorded in Plat Cabinet _____, File No. _____, in the Office of the Clerk of the Superior Court of Camden County, Georgia (the "Foster Plat"), and being more particularly described according to said Foster Plat in Exhibit "A" attached hereto and by the reference mad a part hereof.

SUBJECT HOWEVER TO, the right of Grantor to continue to use and maintain the existing sewer forcemain located within the boundaries of the Property as shown and depicted on the

Attachment: gross quit claim deed (1775 : Approval of - Quit Claim Deed, Gross Timber and Land, LLC)

aforesaid Foster Plat, and subject further to that certain Right-of-Way Easement from Edmund Gross to The City of Kingsland dated July 15, 1997, recorded in Deed Book 293, Page 282, in the Office of the Clerk of the Superior Court of Camden County, Georgia, being the ten foot (10') permanent water and sewer easement running along the entire length of the northern portion of the Property, said easement being shown and depicted on the aforesaid Foster Plat.

TO HAVE AND TO HOLD the real property, to Grantee so that neither Grantor nor any person claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said property or appurtenances, or any right thereof, subject however to the aforesaid matters.

IN WITNESS WHEREOF, the said Grantor has signed, sealed and delivered these presents, acting by and through its duly authorized officials, on the day and year first above written.

Signed, sealed and delivered
on the ____ day of _____,
2016, in the presence of:

THE CITY OF KINGSLAND,
a Georgia municipal corporation

Unofficial Witness

BY: _____
Name: _____
Title: _____

Notary Public

ATTEST: _____
Name: _____
Title: _____

NOTARY SEAL

[OFFICIAL SEAL]

My Commission Expires: _____

16-1463/SAG/STATE-GROSS/ QCD KINGSLAND-GROSS

Attachment: gross quit claim deed (1775 : Approval of - Quit Claim Deed, Gross Timber and Land, LLC)

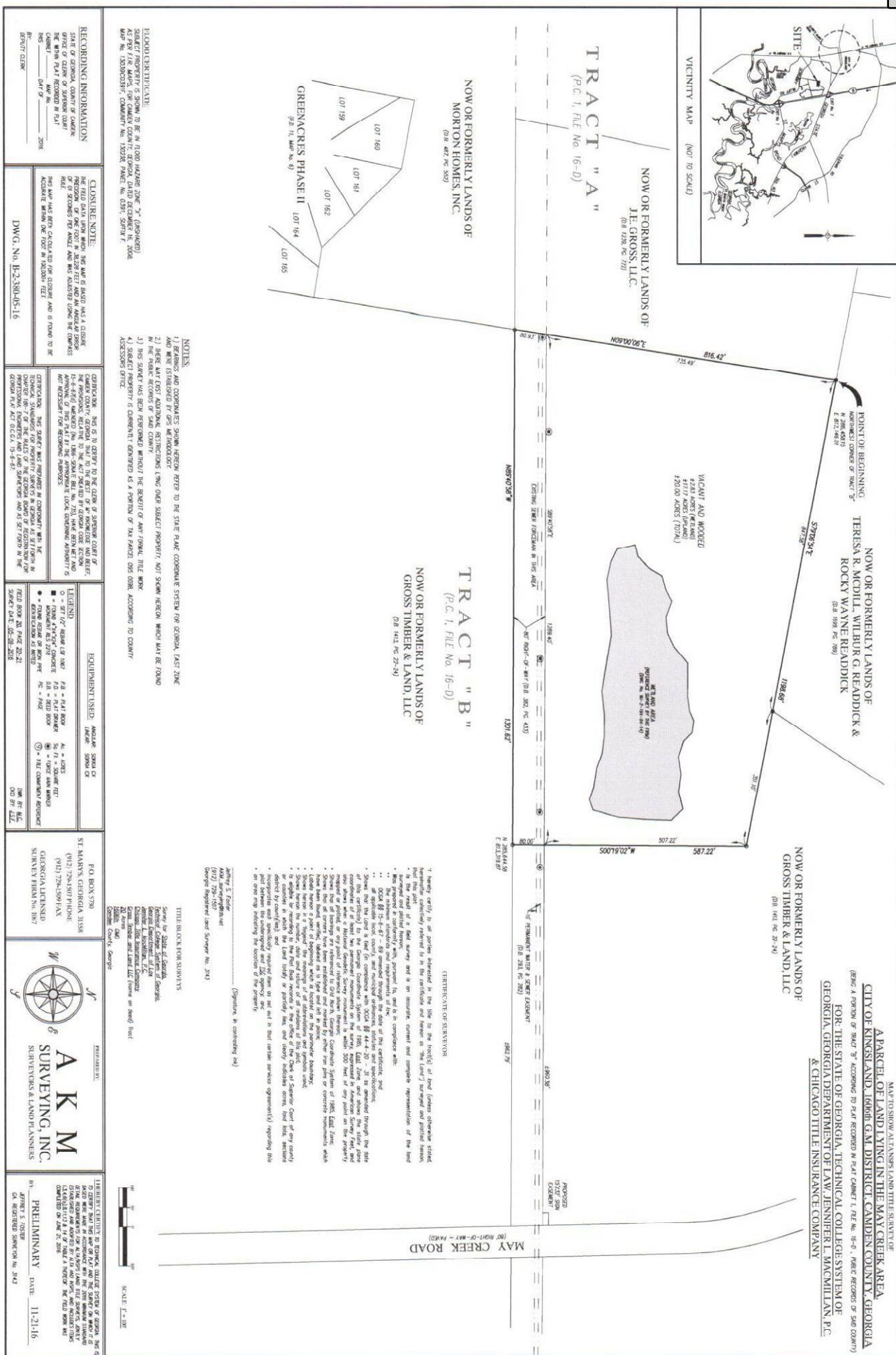
EXHIBIT "A"

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING IN THE CITY OF KINGSLAND, 1606TH G.M. DISTRICT, CAMDEN COUNTY, GEORGIA (BEING A PORTION OF TRACT "B", AS SHOWN ON PLAT RECORDED IN PLAT CABINET 1, FILE NUMBER 16-D, PUBLIC RECORDS OF SAID COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "B", SAID POINT LYING ON THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF TERESA R. MCDILL, WIBUR G. READDICK AND ROCKY WAYNE READDICK (ACCORDING TO DEED RECORDED IN DEED BOOK 1699, PAGE 789, PUBLIC RECORDS OF SAID COUNTY), HAVING STATE PLANE COORDINATES X= 812,146.01, Y= 286,458.15 AND RUN THENCE SOUTH 09°-00'-06" WEST ALONG THE WESTERLY LINE OF THE AFOREMENTIONED TRACT "B", A DISTANCE OF 735.49 FEET TO THE POINT OF BEGINNING LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF AN 80 FOOT RIGHT-OF-WAY (ACCORDING TO DEED RECORDED IN DEED BOOK 382, PAGE 433, PUBLIC RECORDS OF SAID COUNTY).

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 89°-40'-58" EAST ALONG LAST MENTIONED NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1289.40 FEET TO A POINT; RUN THENCE SOUTH 00°-19'-02" WEST, A DISTANCE OF 80.00 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF AN 80 FOOT RIGHT-OF-WAY (ACCORDING TO DEED RECORDED IN DEED BOOK 382, PAGE 433, PUBLIC RECORDS OF SAID COUNTY); RUN THENCE NORTH 89°-40'-58" WEST, ALONG LAST MENTIONED SOUTHERLY LINE, A DISTANCE OF 1301.62 FEET TO A POINT LYING ON THE WESTERLY LINE OF THE AFOREMENTIONED TRACT "B"; RUN THENCE NORTH 09°-00'-06" EAST, ALONG SAID WESTERLY LINE OF SAID TRACT "B", A DISTANCE OF 80.93 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 2.38 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD WHICH MAY LIE WITHIN.

Attachment: gross quit claim deed (1775 : Approval of - Quit Claim Deed, Gross Timber and Land, LLC)



After Recording Please Return to:
 Jennifer L. MacMillan, Esq.
 286 Redfern Village
 St. Simons Island, GA 31522

**STATE OF GEORGIA
 COUNTY OF CAMDEN**

EASEMENT

THIS EASEMENT is by and between **GROSS TIMBER & LAND, LLC.**, a Georgia limited liability company, whose address is 1209 E. King Avenue, Kingsland, Georgia 31548 (“GRANTOR”) and the **CITY OF KINGSLAND, GEORGIA**, a political subdivision of the State of Georgia, whose mailing address is P.O. Box 250, Kingsland, Georgia 31548 (“CITY”).

WITNESSETH:

THAT GRANTOR, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, GRANTOR hereby grants, sells, and conveys to the CITY, its successors and assigns forever, the following:

1. **PERMANENT UTILITY EASEMENT:** a perpetual, non-exclusive easement eighty feet (80’) in width, as more particularly described on EXHIBIT A attached hereto and incorporated herein by reference, and herein referred to as the Easement Premises, with which Easement Premises the CITY shall have the right to erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace and remove as and when necessary or appropriate, a sewer force main system, including the necessary and appurtenant surface level facilities in conjunction with such system, all of which inure to the non-exclusive use and benefit of the adjoining lands of GRANTOR, its successor and assigns, burdened by this Easement, and as appurtenance to such lands.
2. **RESERVATION:** GRANTOR reserved to itself, its successors and assigns, and as appurtenance to lands adjoining the Easement and not as a personal covenant, all surface use and other subsurface use or uses as the Easement Premises as are not, or might not be in conflict with this grant, warranting only that the Easement Premises shall not be granted to any other entity, public or private, for a use and/or purpose duplicative of the sewer force main system easement hereby granted to the CITY.

THIS EASEMENT IS FURTHER SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- A. The consideration hereinabove recited shall constitute payment in full for any damages to the land of GRANTOR, its successors and assigns, occurring or claimed by reason of the existence of the facilities and for the lawful use of the land for the purposes herein specified. The CITY covenants to maintain the Easement and the facilities located on, under, and within the Easement, in good repair so that no unreasonable damage will result from its use to the adjoining lands of GRANTOR, its successors and assigns.
- B. If the adjoining lands of GRANTOR are hereinafter divided into parts by sale or lease, the parts shall each, and severally, enjoy the benefits and suffer the burdens of this Easement.
- C. This Easement is further subject to:
 - (1) Any State of facts as would be disclosed by a survey of the premises;
 - (2) Easements, rights of way, covenants, and restrictions of record;
 - (3) The existing zoning classification of the premises, if any;
 - (4) Any outstanding oil, gas, mineral, or other subsurface estate, or timber estate, as may appear of record.
- D. This Easement is by and in the nature of a quitclaim, with GRANTOR warranting to CITY only the corporate authority of its execution hereof, the granting to CITY only so much rights by and under this Easement as is consistent with its record title in and to the lands encumbered by this Easement.

[Signature Page Follow]

(AS TO THE GROSS TIMBER & LAND, LLC)

Signed, sealed and delivered
on the ____ day of _____,
2016, in the presence of:

GROSS TIMBER & LAND, LLC
a Georgia limited liability company

Unofficial Witness

BY: _____
Name: William H. Gross
Title: _____

Notary Public

NOTARY SEAL

My Commission Expires: _____

APPROVED in City Council Meeting _____ day of December __, 2016

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

ATTEST: _____
Linda M. O'Shaughnessy, City Clerk

[CITY SEAL]

SAG\GROSS 16-1463\EASEMENT TO CITY

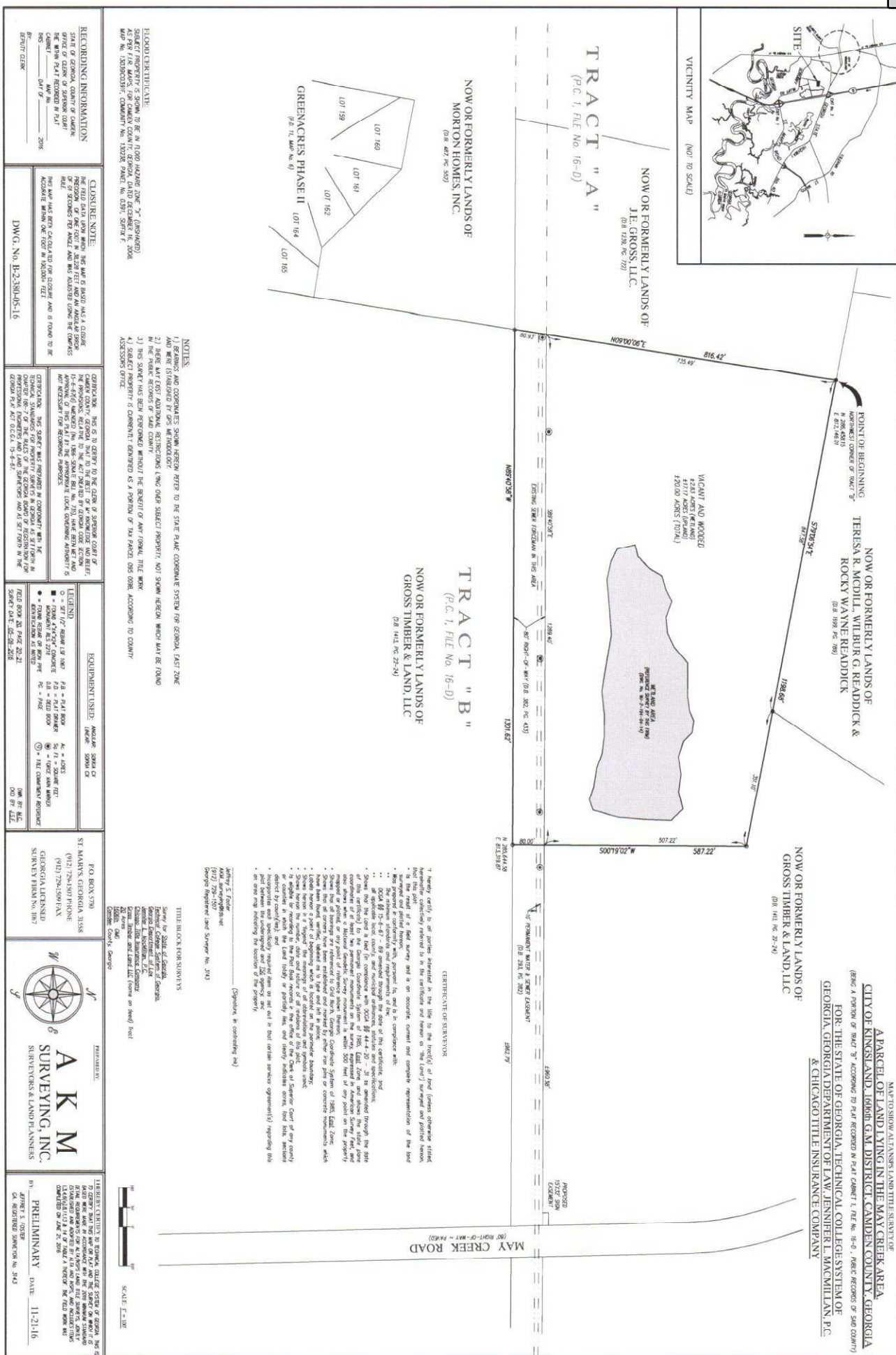
Attachment: Easement to city 11-30 (1776 : Approval of - Utility Easement, Gross Timber and Land, LLC)

EXHIBIT "A"

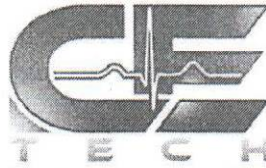
ALL that certain tract or parcel of land situate, lying and being in Camden County, Georgia, which is described and identified according to a plat of survey by AKM Surveying, Inc., dated November 21, 2016, certified by Jeffrey S. Foster, Georgia Registered Surveyor No. 3143, entitled "A Parcel of Land Lying in the May Creek Area, City of Kingsland, 1606th G.M. District, Camden County, Georgia For: The State of Georgia, Technical College System of Georgia, Georgia Department of Law, Law Offices of Jennifer L. MacMillan, P.C., and The Chicago Title Insurance Company" (the Foster Plat"), consisting of one (1) sheet, and recorded in Plat Cabinet ____, Page _____, in the Office of the Clerk of Superior Court of Camden County, Georgia, as an 80' right-of-way running in a generally East-West direction from the western margin of May Creek Road (an 80' right-of-way) to the western boundary line of the parcel of land containing 20.00 acres, more or less, which is shown and depicted on said Foster Plat.

The above described property is a portion of the 80' right-of way that was conveyed to the City of Kingsland by Edmund Gross by Quitclaim Deed dated February 23, 1989, and recorded in Deed Book 382, Page 433, aforesaid records.

Reference is hereby made to the Foster Plat solely for the purpose of more particularly describing the location and metes and bounds of the Real Property.



JACKSONVILLE, FL • ORLANDO, FL • PENSACOLA, FL • TALLAHASSEE, FL • ATLANTA, GA • AUGUSTA, GA • DOUGLAS, GA • COLUMBIA, SC



CLINICAL ENGINEERING TECHNOLOGY
A Healthcare Technology Management Company

Maintenance Agreement
RENEWAL

This agreement made this 1st day of October 2016 between CE-Tech of Jacksonville, Inc. and

Name: **Kingsland Fire and Rescue**
Address: 850 North Gross Rd
City: Kingsland County: Camden
State: Georgia Zip: 31548
Phone: (912) 729-8270 Fax: (912) 729-8827
Tax I.D. _____ (Attach Certificate Copy)

This agreement provides owners or users of the medical equipment listed on the attached equipment list with:

N/A Unscheduled repair service Monday through Friday 8:00 A.M. to 4:30 P.M.

N/A Unscheduled repair service seven days a week, 24 hours a day

✓ **Scheduled Preventative Maintenance checks performed on a Annual basis during normal business hours**

✓ **Demand labor at see repair rate schedule per man-hour including travel time during normal business hours**

N/A Parts included. Excludes consumables/disposables such as reagents, controls, or parts replaced due to abuse

Contract covers preventative maintenance and service documentation on the attached equipment list.

Cost of this agreement: **\$600.00/yr.** plus applicable tax

Agreement period: October 1, 2016

To: September 30, 2017

Accepted by: _____ Title: _____ Date: _____

Accepted by: Client _____ Title: V.P. _____ Date: 11/3/16
CE-Tech

Purchase Order No: _____

800 PRUDENTIAL DR. JACKSONVILLE, FLORIDA 32207

P: 800/333-7477 • 904/202-5294 F: 904/399-3455

Attachment: Renewal fire department (1780 : Approval Of: Maintenance Agreement Renewal)

CE-Tech of Jacksonville, Inc. - Contract Terms and Conditions

WHEREAS: Client wishes to obtain and CE-Tech wishes to provide to Client equipment consultation, maintenance and repair services: NOW, THEREFORE, the parties hereto agree:

1.1 SERVICE: CE-Tech shall furnish Client, subject to the terms hereof and the specific device "SERVICE CODE" listed on the attached equipment inventory/quote contingent on all devices being in a fully operational status according to manufacturer's specifications at commencement of Agreement.

SERVICES MAY INCLUDE

ELECTRICAL SAFETY TESTING: This shall be electrical safety testing of patient care line-operated equipment in accordance with applicable federal and state regulatory agencies and Joint Commission, as set forth on the effective date hereof in the comprehensive electrical safety standards document that CE-Tech adheres to.

PERFORMANCE VERIFICATION/CALIBRATION (Scheduled Maintenance): This shall be a periodic check associated with electronic equipment wherein device functionality and operation is performed and verified.

PREVENTATIVE MAINTENANCE (Scheduled Maintenance): This shall be a periodic inspection associated with electronic equipment wherein recommended preventative maintenance procedures are followed and output is measured and as needed or possible, adjusted in accordance with SPECIFICATIONS established by the manufacturers of the equipment.

DOCUMENTATION: CE-Tech will provide Client with documentation which describes maintenance and repair services in sufficient detail as to meet appropriate accreditation and state standards/requirements.

REPAIR (Unscheduled Maintenance): This shall be unscheduled repairs of malfunctioning equipment and will be at the request of Client. Repairs will be accomplished by the most expedient method. CE-Tech will advise Client of necessary replacement parts and Client will be responsible for obtaining all replacement parts, except as noted.

IN-SERVICE EDUCATION: This shall be device operator training to client, clinical and engineering staff by CE-Tech on a Time & Materials basis at times mutually agreed upon. In-service education hours are provided to the extent described in paragraph 1.2.

EQUIPMENT SELECTION: This shall be consultation on device selection provided by CE-Tech staff on a Time & Materials basis. Comparative analysis – in accordance with criteria to be supplied by Client and mutually agreed upon – with respect to device design, performance, reliability, supportability and cost will be provided allowing Client to make optimal use of its resources in new equipment purchases. Equipment selection hours are provided to the extent described in paragraph 1.2.

EQUIPMENT ACCEPTANCE TESTING: This shall be an incoming inspection and performance verification for new equipment available upon request, which should be conducted prior to authorization for payment to the equipment vendor and use at the Client's facility.

1.2 SCHEDULING ARRANGEMENT: Except by alternative arrangements, SCHEDULED MAINTENANCE under paragraph 1.1A will be provided only during CE-Tech's NORMAL WORKING HOURS (8:00a.m. – 5:00p.m., Monday-Friday, excluding holidays). CE-Tech must provide Client with a statement describing an acceptable arrangement for notifying Client when equipment should be made available for servicing and CE-Tech's policy for rescheduling when equipment is not available at the time of the scheduled service call. Repair will be available during normal working hours. Telephone assistance for repair is available as soon as possible, typically within 2 hours of request. Telephone consultation will be provided with the CE-Tech technician, and on-site service will be scheduled as soon as possible. Emergency repairs that become necessary at times outside normal working hours will be charged separately, according to the rate schedule in paragraph 2.2, or will be referred to the original manufacturer.

1.3 PARTIAL CANCELLATION of Items Under Schedule A: CE-Tech or Client may, as its option and upon giving the other party 60 days written notice, cancel this Agreement as to any item on Schedule A which is subject to replacement in the judgment of a reasonable and prudent owner due to obsolescence or wear producing and inordinate rate of repair or equipment failure. Upon such partial termination, the compensation otherwise provided on page 1 and under paragraph 2.1 shall be reduced to the extent of the scheduled rate for the canceled item.

COMPENSATION

2.1 NORMAL WORKING CONDITIONS: All proposed costs are contingent on all devices being in a fully operational status according to manufacturer's specifications at commencement of Agreement.

2.2 OUTSIDE NORMAL WORKING HOURS: CE-Tech will provide emergency repairs at 1.5x the appropriate labor rate as indicated in CE-Tech's Rate Schedule. Client will also be charged for travel time at that rate. Sundays and holidays at 2x times the labor rate.

2.3 DEMAND LABOR: Demand repairs will be provided at the scheduled rate per device as outlined under CE-Tech's Rate Schedule including travel time. At least 30 days prior to the anniversary date of this Agreement, CE-Tech shall furnish client with information concerning fees and terms for services during the subsequent year.

2.4 ANNUAL CONTRACT: Annual contract costs shall be payable monthly in advance, unless prior arrangements have been made.

LIMITATION OF LIABILITY

3.1 Notwithstanding anything to the contrary herein, CE-Tech shall not be deemed to have breached this Agreement or to be in any way liable for damages on account of the failure to perform or the delay in performing its obligations hereunder caused by: strikes, lockouts or other industrial disturbances; acts of public enemies; regulations of any kind by government, State or any of their respective departments, agencies or officials, or of any civil, military, municipal or other governmental authority; insurrections; riots, acts of God; epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, restraint of government and people; civil disturbances; explosions, partial or entire failure of utilities; or any other cause or event not reasonably within the control of CE-Tech.

3.2 The parties agree that CE-Tech will be responsible for any damages to property or injuries to persons proximately caused by any negligent act or omission by an agent or employee of CE-Tech, but CE-Tech shall in no event be liable and Client shall hold CE-Tech, its agents or employees harmless from damages resulting from use or design of equipment subject to this Agreement.

COMPLIANCE WITH OMNIBUS RECONCILIATION ACT

4.1 CE-Tech will make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, the contract and books, documents and records that are necessary to certify the nature and extent of costs associated with this Agreement during any year in which services are being provided and for a period of four years from completion of all services provided under this Agreement.

AGREEMENT BINDING

5.1 This Agreement is binding upon and shall inure to the benefit of the parties hereto and upon their respective successors, legal representatives, and assigns.

RELATIONSHIP

6.1 The parties hereto agree that CE-Tech is an independent contractor and is not, and shall not be by virtue of this Agreement be deemed, an employee or agent of the Client.

6.2 The obligations of each of the parties hereunder shall inure to the exclusive benefit of the other party hereto and no third person shall have, or be desired to have, any rights hereunder as third party beneficiary or otherwise.

MANUFACTURER'S SPECIFICATIONS

7.1 The compensation provided under this contract to CE-Tech is subject to the covered equipment meeting manufacturer's specifications. If it is determined by CE-Tech after the execution of this Agreement that such equipment does not meet manufacturer's specifications, then CE-Tech will charge the Client, and the Client will pay CE-Tech an additional compensation (as indicated above), to bring such equipment to specifications.

SERVICE MANUALS

8.1 It is the Client's responsibility to provide CE-Tech all the service manuals and electrical safety necessary to maintain listed equipment.

TERM AND TERMINATION

9.1 This Agreement shall commence on ("Effective Date") as indicated on the front page and shall be in force for a period indicated from its Effective Date. This Agreement shall expire at the end of said period unless it is extended. This Agreement and all its terms and conditions may be extended from year to year, or for a term beyond its initial term, by a letter agreement to that effect executed by both parties at any time during the Agreement term.

INSURANCE

10.1 The Service Provider shall obtain general liability insurance coverage for the Service Provider with limits of liability of at least \$1,000,000 per occurrence and at least \$3,000,000 per annum in the aggregate (or such greater coverage as may be required by applicable law), with such insurance carrier or carriers as the Hospital shall reasonably approve and shall maintain such insurance throughout the term of this Agreement. The Service Provider shall provide the Hospital with a certificate evidencing such insurance coverage, which certificate shall indicate that the hospital shall be notified at least fifteen (15) days prior to any termination, cancellation or modification of such coverage.

REV 01/16

Kingsland Fire and Rescue
Active Equipment Inventory

ID#	DESCRIPTION	MFG	MODEL_NUM	SERIAL_NUM	SRVC_ID	NOTES
101398251	MONITOR VITAL SIGNS	CRITICARE SYSTEMS, INC	506DXN	101398251	070701	
42959670	DEFIBRILLATOR/CARDIOSCOPE	PHYSIO-CONTROL-MEDTRONIC-COR	LP42	42959670	070704	REMOVE
4265681	DEFIBRILLATOR AUTO ADVISE	CARDIAC SCIENCE	POWERHEARTG3	4265681	070701	
4265706	DEFIBRILLATOR AUTO ADVISE	CARDIAC SCIENCE	POWERHEARTG3	4265706	070701	
4265775	DEFIBRILLATOR AUTO ADVISE	CARDIAC SCIENCE	POWERHEARTG3	4265775	070701	
4398877	DEFIBRILLATOR AUTO ADVISE	CARDIAC SCIENCE	POWERHEARTG3	4398877	070701	
44398855	DEFIBRILLATOR AUTO ADVISE	CARDIAC SCIENCE	POWERHEARTG3	44398855	070701	
AL203901	VENTILATOR TRANSPORT	O-TWO MEDICAL TECHNOLOGIES	01CV3000	A6203901	070701	
FBTF06696	OXIMETER-PULSE	DATEX-OHMEDA	TUFFSAT	FBTF06696	070704	REMOVE
KFRE5	OXIMETER PULSE	DATEX-OHMEDA	TUFFSAT	KFRE5	070701	
001	OXIMETER-PULSE	NONIN-MEDICAL, INC	ONYX2	001	070704	REMOVE
002	OXIMETER-PULSE	NONIN-MEDICAL, INC	ONYX2	002	070704	REMOVE
4398895	DEFIBRILLATOR AUTO ADVISE	CARDIAC SCIENCE	POWERHEARTG3	4398895	070701	ADDITION



Networks

SOFTGATE
SYSTEMSGLOBAL
EXPRESS®

PAPERWORK CHECKLIST

SALES REP

Darryl Nobles

STORE NAME

DATE

Please ensure the following information is collected in full and provided to
Tio Networks USA.

☐ Tio Application & Authorization*

*All fields are required

☐ Payment Center Agreement

Page # 1 of 5

☐

Fill the top part (Please print clearly)

Page # 3 of 4

☐

Signed Agreement (2 signatures, title and Name Printed) - Left side

☐

Merchant Payment Preauthorization completed and signed - Right on the bottom

☐

Voided Check included

Page # 4 of 4

☐

Exhibit "A"

Page # 5 of 5

☐

Exhibit "B"

☐ U.S. Patriot Act and BSA Payment Center Certification

☐ Anti-Money Laundering Program (if answer "Yes" on U.S. Patriot Act and BSA Payment Center Certification)

SUPPORTING DOCUMENTATION

☐ U.S. Valid Identification

☐ Federal Tax ID letter for Corporations

☐ Business License

☐ Business proof of address (Utilities bill)

☐ Articles of Incorporation for Corp. or Articles of Organization for LLC

☐ Financial Corporation Statements (or Federal Income Tax return if the business has less than a year or is a Soleproprietorship) **For New York State Applicants only**

ADDENDUM (if applicable)

Please indicate below the State where this Application is being executed:

SCAN AND SEND COMPLETE PACKAGE TO :

Darryl.Nobles@tio.com

OR FAX TO: 734-345-0956

Attachment: TIO App-Ga Power-Pymt Center Agreement (1783 : TIO Network Group-Georgia Power Payment Center Agreement)



Networks

SOFTGATE
SYSTEMSGLOBAL
EXPRESS

TIO NETWORKS USA

APPLICATION & AUTHORIZATION

BUSINESS INFORMATION

Full Legal Name of Business				Federal Employer ID Number (FEIN)	
d/b/a				Business Started Date (MM/YYYY)	
Street Address	City	State	Zip	Country	
Phone Number		Fax Number		Business e-mail	

Business Type				Payment Center Contact	
Additional Location?		If yes, Agent #s related:			
YES	☐	NO	☐		

BUSINESS ORGANIZATION

Soleproprietorship	☐	Partnership	☐	Corporation	☐	LLC	☐	State of Incorporation: _____
--------------------	--------------------------	-------------	--------------------------	-------------	--------------------------	-----	--------------------------	-------------------------------

STORE HOURS FOR ACCEPTING BILL PAYMENTS

Mon:	Tues:	Wed:	Thurs:	Fri:	Sat:	Sun:
------	-------	------	--------	------	------	------

OWNER(S) INFORMATION

****For partnerships or Corporations please provide information on all members (Please use a 2nd application set if there are more than two)**

If there is only one Corporation Owner, place initial here _____.

Name		Title	
Home Address		Social Security #	
City	State	Zip	Date Of Birth:
Home Phone	Personal e-mail	Drivers License #	
Name		Title	
Home Address		Social Security #	
City	State	Zip	Date Of Birth:
Home Phone	Personal e-mail	Drivers License #	

Sales Representative

DARRYL NOBLESISO/Partner
Name

APPLICATION PAGE 1 of 2

Packet Pg. 30



TIO NETWORKS USA APPLICATION & AUTHORIZATION

BANK REFERENCES

Bank Name _____ Account # _____

Phone Number _____ Contact name _____

FEE AGREEMENT

I agree to charge the following fee per transaction for payments taken at my location.*

Fee \$ _____	Monthly Fee different from Merchant Agreement \$ _____	Authorized Billers Fee (if applicable) _____ _____ _____ _____
Merchant Commission \$ _____ SALES USE ONLY	ADA Compliant Yes ☐ No ☐	

* We reserve the right to set a fixed fee for special same day payments such as Expedited Payments

DECLARATION

Do you offer a Money Service Business at your location? Yes ☐ No ☐

If yes, please mark all that apply:

Money Transfer ☐ Store Valued or prepaid access ☐
 Check Cashing ☐ Currency Exchange ☐
 Money Orders ☐

Are you an Agent of other Licensed Money Transmitter? Yes ☐ No ☐

If yes, state how many:

1 ☐ 2 ☐ 3 ☐
 4 ☐ 5 ☐ More Than 5 ☐

*****SYSTEM TYPE*****

PayXchange SYSTEM ☐ POSA SYSTEM ☐ OTHER ☐

Proprietor Authorization & Guarantee

The Proprietor described in this application, through the person(s) signing below:

- Under penalty of perjury, certifies to TIO Networks USA, that the information contained in this Application & Authorization and any other information provided to TIO Networks USA in support of this application are true, correct and contain no false or misleading information;
- Authorizes TIO Networks USA to inquire about any information referred to in this application and the Proprietor's credit history;
- Authorizes TIO Networks USA to obtain information about the Proprietor from any credit reporting agency or other information gathering organization, trade creditor, or any other party having business or Financial information about the Proprietor;
- Confirms that the Proprietor received a copy of the Merchant Agreement and has read and understands this Application and the Merchant Agreement
- Agrees to the terms and conditions of the Merchant Agreement
- Confirms that the Merchant Agreement is not effective until TIO Networks USA completes its review of the Proprietor and the Guarantor(s)(if any) Application and TIO Networks USA approves the Proprietor.
- Authorizes TIO Networks USA to initiate ACH debit entries to my designated bank account, draw a paper draft and charge the credit card provided for any amount up to the total amount of any overdue balances.
- Acknowledges that they will personally guarantee the debts and obligations of their business with TIO Networks USA
- Confirms that each person signing below is authorized to complete and sign the Application and bind the Proprietor to the terms and conditions of the TIO Networks USA Merchant Agreement.



Owner Signature _____



Owner Signature _____

Print Name _____ Date _____

Print Name _____ Date _____

4. **Guaranty.** The obligations herein are personal to Merchant and Guarantor. The Guarantor hereby guarantees the full and prompt payment and performance when due, of all obligations of the Merchant to TIO Networks USA (including, obligations and/or indemnities to any governmental body), howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due; and the Guarantor further agrees to pay all expenses (including, reasonable attorneys' fees and legal expenses paid or incurred by TIO Networks USA in enforcing this Guaranty).

5. **Confidentiality** Due to Merchant is a government entity will only disclose information required for the City's audit. Merchant further acknowledges that TIO Networks is the owner of, and has an important proprietary stake in protecting its trade names, trademarks, service marks, copyrights, computer software programs and other intellectual property rights ("Proprietary Names and Marks"). Merchant shall use the Proprietary Names and Marks only in the manner expressly permitted by TIO Networks USA in the event of a breach by Merchant of its obligations under this paragraph, TIO Networks USA shall have, in addition to any other remedies it may have, the right to obtain injunctive relief to restrain any breach or threatened breach thereof.

6. **Consumer Privacy and Security.** Each party agrees to maintain policies and procedures designed to meet the data security objectives of the Gramm-Leach-Bliley Act ("GLBA"), the Fair and Accurate Credit Transactions Act, the Fair Credit Reporting Act and related regulations, by addressing administrative, technical and physical safeguards designated to (i) ensure the security and confidentiality of nonpublic personal information relating to Customers; (ii) protect against any anticipated threats or hazards to the security or integrity or such information; and (iii) protect against unauthorized access to or use such information that could result in substantial harm or inconvenience to Customers. The parties agree that they will not use or disclose Customer information except as allowed by the GLBA.

7. **Credit and Background Checks; Personal Guaranties.** You authorize us to obtain at any time and from time to time credit reports about you from one or more credit reporting agencies to ensure that your creditworthiness and credit standing are consistent with our then-current credit standards. You also authorize us to investigate from time to time your background, qualifications and criminal history, and to use outside firms to assist us in checking such information. You specifically authorize such an investigation by information services and outside entities of our choice. We reserve the right at any time to require the personal guaranty of one or more of your owners, officers, directors or other individuals or entities we deem creditworthy as a condition of entering into or continuing our performance of this Agreement. If in our sole opinion your performance under this Agreement, the result of any background investigation or the content of any credit report indicates a material decline in your creditworthiness, we may require you to provide additional, collateral and/or a cash security deposit to support your obligations under this Agreement. We may also suspend your ability to offer Transactions until we receive such additional support, or terminate this Agreement

8. **Limited Agency.** TIO Networks USA appoints Merchant as its authorized limited agent, authorized delegate, and authorized vendor, and Merchant accepts such appointment Except as specifically provided in this Agreement, the scope of your appointment in this agreement is limited to processing transactions and receiving, accepting, depositing and remitting to us transaction cash for the purpose of collecting money for the payment of consumer bills, or any other transaction described in "Attachment A", if applicable, as set forth in this Agreement and. This is a limited agency appointment and except as specifically proposed in this Agreement. This Agreement does not create an agency, employment, joint venture or partnership relationship between TIO Networks USA and Merchant. Merchant cannot bind TIO Networks USA to any obligation in any manner other than as set forth herein.

9. **Event of Default.** Obligors shall be in default under this Agreement if they (1) fail to comply with any of the provisions of this Agreement, the Policies, any Guaranty the attachments or any amendments thereto; or (2) fail to timely deposit customer funds into the Designated Account or in any way act improperly with respect to customer funds; or (3) are charged with any crime or offense; or (4) submit false or misleading statements or records; or (5) fail to remit to TIO Networks USA any money due; or (6)

MERCHANT

permit any unauthorized access to the Services; or (7) die, become insolvent, file bankruptcy, stop doing business as a going concern, or sell substantially all of its assets; or (8) default in any real estate lease at the location above or in the payment or performance of any debt obligation; or (9) fail to comply with any laws, rules or regulations. Merchant may not appoint any subagents or sub-delegates.

10. **Remedies upon Default.** In the event of a default Merchant or Obligors hereunder, TIO Networks USA may, at its option, terminate this Agreement immediately upon written notice to the Merchant. Obligors shall remain liable to TIO Networks USA for all amounts due and outstanding TIO Networks USA, who shall have the right to offset any commissions or other sums due Merchant as well as continue to ACH those amounts from the Designated Account. Obligors agree to pay all expenses (attorneys' fees and court costs) incurred by TIO Networks USA in enforcing this Agreement.

11. **Termination.** Upon five (5) days written notice, either party may terminate this Agreement without cause.

12. **Effect of Termination.** On the effect date of any termination, all rights to use the Services shall cease and Merchant shall promptly return all TIO Networks USA Confidential Information and cease using all Proprietary Names and Marks. Obligors shall remain liable to TIO Networks USA for all amounts due and outstanding to TIO Networks USA. TIO Networks USA will have the right to offset against these amounts any commissions or other sum due Merchant as well as continue to ACH those amounts from the Designated Account.

13. **Tax.** To the extent any Transactions may be classified by government entities as taxable sales, Merchant shall be solely responsible for the collection of such taxes at the point of sale and the reporting and payment of such taxes to taxing authorities. Merchant agrees to execute and provide any resale tax certificates that TIO Networks USA may request. When processing Transactions, you agree to comply with our then-current procedures and to perform the following specific tasks: (i) complete, execute and return to us any required documentation; (ii) determine whether Merchant's sales of the Services to its Customers are taxable sales; (iii) compute the state and local sales, use, excise and other similar transaction taxes and fees which you are required or permitted to collect from the Customer (collectively, "Tax"); (iv) collect the Tax from the Customer and provide the Customer with a receipt; and (v) report and remit the Tax to the applicable taxing authorities. The indemnification clause in this Agreement shall include any claims asserted against TIO Networks USA arising from Merchant's failure to collect and/or pay Tax to any taxing authority.

14. **Miscellaneous.** (i) Should any provision be deemed unenforceable, such provision shall be severed from this Agreement and the remaining provisions shall continue in full force; (ii) Merchant may not be assign or delegate all or any part of its obligations under this Agreement without TIO Networks USA prior written consent, which consent may be withheld for any reason in TIO Networks USA sole discretion, however, TIO Networks USA may assign this Agreement without Merchant's notice or consent; (iii) all notices and other communications provided for herein may be transmitted electronically via email or TIO Networks USA network, or otherwise shall be in writing and delivered by overnight mail; (iv) this Agreement may be executed in counterparts and/or by facsimile, each of which shall be deemed to be an original, (v) this Agreement shall not be modified or amended except in writing signed by all parties; (vi) this Agreement shall be governed by the laws of the State of New Jersey and the parties consent to the jurisdiction in the State and Federal courts of California or New Jersey; and (vii) this Agreement shall be not be binding until signed by TIO Networks USA.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year set forth below next to each of their signatures.

By signing electronically below, the Merchant acknowledges and agrees that it (i) has read, understands and agrees to all the rules of this Merchant Agreement as set forth above, and (ii) consents to the use of electronic signatures, contracts, records, disclosures and other documents.

By: _____
(Print or type name)

Signature

& Date: _____

Title: _____

CO-OWNER/ CO-SIGNER

By: _____
(Print or type name)

Signature

& Date: _____

TIO NETWORKS USA

By: _____
(Print or type name)

Signature

& Date: _____
(Date Signed is the "Effective Date")

Merchant Payment Preauthorization

Authorization Agreement for Preauthorized Charges

1. Debit Authorization. I, the Merchant named below hereby authorize and request TIO Networks USA to effect payments for any amounts owing by me to TIO Networks USA, on such dates and in such amounts as they become due by initiating debit entries to my account indicated below in the financial institution named below ("Bank") and I further authorize and request the Bank to accept any debit entries initiated by TIO Networks USA to such account and to debit the same to such account without responsibility for the correctness thereof.

2. Notice and Termination of Authorization. It is understood that this Authorization Agreement for Preauthorized Charges may be terminated by either party at any time by written notification to TIO Networks USA or to the Bank. Any such notification to TIO Networks USA shall be effective only with respect to entries initiated by TIO Networks USA after receipt of such notification and a reasonable opportunity to act on it. Any such notification to Bank shall be effective only with respect to entries debited to the account by Bank after receipt of such notification and a reasonable time to act on it.

3. Other Terms. TIO Networks USA reserves the right in its discretion to change the schedules day or time for any debit upon written notice to Merchant. Merchant agrees that any debit TIO Networks USA initiates will be deemed correct and may not be disputed unless Merchant provides TIO Networks USA with written notice of any dispute within 24 hours of its settlement date. Merchant understands and agrees that Merchant will not have the benefit of any consumer law, such as the Electronic Fund Transfer Act, which limits the liability of consumers for unauthorized electronic funds transfers.

Bank

Name: _____

Bank

Address: _____
(Street, City, State, Zip)

Account

Holder

Name: _____

Account

Number: _____

Routing

Number: _____

MERCHANT

By: _____
(Print or type name)

Signature

& Date: _____

Title: _____

Exhibit "A"

TIO NETWORKS USA POLICIES AND PROCEDURES ("Policies")

These Policies govern the use and offering the Services and are made a part of, and incorporated into, the Agreement.

1. **Transaction Processing:** The following govern how Merchant ("you") will handle transaction processing in rendering the Services.

- 1.1. **POS Device.** You may only utilize the Services through an approved TIO Networks USA point of sale device ("POS device") such as a password protected personal computer, dedicated point-of-sale terminal, or electronic kiosk, the cost of which shall be your responsibility.
- 1.2. **Receipts.** You, and/or a properly trained employee/agent, shall enter all payment data into the POS Device immediately upon receipt of cash from a customer, and simultaneously you shall provide the customer with a TIO Networks USA approved printed receipt. You must keep a copy of the customer's receipt stapled to the bill or collect name and phone number from customers without vendor remittance slips. You must keep a copy of these receipts for a period of 5 years.
- 1.3. **Receipts of Transactions Cash.** You promise to accept and hold Transaction Cash in the Account and in trust for the benefit of us and other third parties for whose benefit Transactions are intended and in accordance with the terms of this Agreement. You acknowledge and agree that you have a fiduciary responsibility and will be solely responsible for the security of all Transaction Cash you receive. You promise that you will not allow Transaction Cash to be subject to any manner of lien, security interest, attachment or other process or agreement. You will take all steps necessary to ensure that no Transaction Cash is treated as part of your estate in a bankruptcy, reorganization or other proceeding. You agree to remit to us all Transaction Cash within the timeframes, in the manner and as otherwise contemplated by the Agreement.

2. **Handling Cash, Transfers, & Posting.**

- 2.1. **Daily.** You must deposit all consumer funds into the Designated Account on a daily basis. TIO Networks USA will initiate a fund transfer from the Designated Account each evening for collection the next business banking day. The Designated Account must have a balance sufficient to cover the previous day's payment total. Friday's total is collected on Monday. Saturday and Sunday's totals are collected together with Monday's total on Tuesday morning.
- 2.2. **Transfers.** Transactions made from 9 PM EST to 9 PM EST will be transferred to TIO Networks USA on the next calendar day. The time of the fund transfer to TIO Networks USA is dependent upon your bank. TIO Networks USA does not control what time the funds are taken from the Designated Account, only the day.
- 2.3. **Posting.** Depending on the consumer and the Biller, TIO Networks USA is able to process payments in real time or as long as 3 business days. In general, transactions under the Payments menu post from 1 to 3 business days, Just-In-Time Transactions post from 15-45 minutes and Pre-cash transactions post immediately. Note that 1 business day from Friday is Monday and 1 business day from Saturday and Sunday is Tuesday.

3. **Void Refunds and Corrections**

- 3.1. **VOIDS:** Please note that not all transactions can be voided, including most wireless e-pins, phone cards, and transactions that have already been processed. You are required to check deposits well before the 9 PM EST cutoff to check for and void duplicate or other transactions that should be voided. Transactions voided by you and those through customer service are deducted from that day's deposit total.

3.2. **Refunds and Corrections**

- i. NO REFUNDS SHALL BE ISSUED TO ANY CUSTOMER UNLESS AUTHORIZED BY TIO NETWORKS USA
- ii. Should TIO Networks USA determine that a payment has been misapplied, TIO Networks USA will contact you for the

remittance (bill) stub information in order to correct the transaction.

- iii. TIO Networks USA will then make a best effort to get the transaction corrected with the Biller or to have the money refunded from the Biller; but it is not guaranteed.
- iv. Not all payments are or refundable depending correctable or refundable and depend upon the nature of the error and the disposition of the funds with the Biller.
- v. If correction is not possible but a refund from the Biller is possible, then TIO Networks USA can refund the money to you after confirming that you have refunded the customer and after such permission to refund the customer has been granted by TIO Networks USA.
- vi. When you refund the customer, **you must collect the customer's receipt**, so that the customer cannot claim having made payment through TIO Networks USA to the Biller and collect customer's signature and date on the receipt showing a refund was made.
- vii. Notwithstanding anything to the contrary in these Policies and Procedures, refunds and corrections can vary depending upon the various policies of the Billers.
- viii. Refunds to agents will not be deducted from the day's transfer to TIO Networks USA. They are only deducted on the date after which the refund process has been completed with the Biller and after confirmation of the refund to the customer has taken place.
- ix. Refunds cannot be made on Wireless E-Pins or on Phone Cards.

4. **Commissions and Fees:** You agree to pay us all fees and charges set forth on our then-current Fee and Remit Schedule. Below is a list of commissions to be paid to you and fees due from you, all of which may be amended **by TIO Networks USA at any time without notice to you**. Such changes are not "material" for purposes of Section 1.2 of the Agreement. In addition, TIO Networks USA reserves the right to delete a Biller at any time.

- 4.1. **Commissions.** Commissions due you, and fees due from you, are reconciled monthly and credited to the Designated Account electronically on the 15th day following the close of each calendar month. For example, commissions earned in May will be electronically credited to you on June 15th. Your Commission is determined by the designated Merchant Commission option selected by you on your Payment Center Application ("Application") for each Bill Payment Type, which are defined below:
- 4.2. **Payment Types.**
 - a) **Standard Bill Payments.** These are payments that are processed throughout the day and typically have post times of the next business day or second business day. For Standard Bill Payments, you may set the fee charged to the consumer ("Retail Consumer Fee") between \$1.00 and \$3.00. Your Commission will be paid out of the Retail Consumer Fee.
 - b) **Rush Bill Payments.** These are bill payments with a posting time of same business day if they are entered into TIO Networks USA system prior a specified cut-off time which vary by Biller. Rush Bill Payments that are entered into the system after the specific cut-off time for a Biller will be posted the next business day. The Retail Consumer Fee will be between \$4.95 and \$5.95, again depending on the payment option you choose on the Application.
 - c) **Fixed Fee Billers.** These are payments that have multiple posting times based on an agreement by and between TIO Networks USA and the Biller. Posting Times vary as follows: real-time, same day, next or second business day. The Retail Consumer Fee and/or your Commission are "fixed" by contract between TIO Networks USA and the Biller. The Retail

Consumer Fee will be set by TIO Networks USA and Merchant Commissions may vary and are detailed in the Fixed Fee Payments Schedule provided to you. The Retail Consumer Fee and your Commission may be changed by TIO Networks USA at any time at TIO Networks USA sole discretion which will usually be based on TIO Networks USA relationship with said Biller or contractual restrictions on Retailer Consumer Fees. The current Fixed Fee Biller table is available upon request.

4.3. Prepaid Products. If applicable, the Merchant shall receive a commission on all prepaid products sold which shall be detailed on a schedule prior to any sales.

4.4. Fees Due from Merchant. Any monthly fees owed will be deducted from the total commission due out of the Designated Account, all of which are subject to change without written notice. The list of fees due from Merchant includes:

- Monthly Fee Bill Payment product only: \$0
- NSF (Insufficient Funds) \$ 40.00
- Suspended Reactivation Fee \$ 75.00
- System Reinstallation \$75.00
- State Licensing/Legal Fees (depends on the State)

4.5. TIO Networks USA Discretion. Commissions and Fees are subject to change by TIO Networks USA at any time with or without notice.

5. Starter Kit content: This kit contains all the training material, including a Policies and Procedures quick guide that the Merchant is required to acknowledge.

Exhibit "B"

ADDITIONAL LOCATIONS (same Bank Account)

Location Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Hours: _____

Location Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Hours: _____

Location Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Hours: _____



SOFTGATE SYSTEMS, INC. AND/OR ITS SUBSIDIARY SOFTGATE SYSTEMS OF CALIFORNIA, INC. AND/OR ITS AFFILIATE GLOBAL EXPRESS (EACH AND ALL IDENTIFIED IN THE AGREEMENT AS "TIO NETWORKS USA") PAYMENT CENTER CERTIFICATION FOR COMPLIANCE WITH THE BANK SECRECY ACT AND USA PATRIOT ACT

I, _____ Owner/Officer of _____ (the "Company"),
a corporation/partnership/sole proprietor doing business in the State of _____ hereby designate
_____ its _____ as the Compliance Officer of the Company.
Designee accepts such appointment (by signing here) _____. Please add compliance
officer email _____.

1. I understand all the requirements set forth in the Bank Secrecy Act and USA Patriot Act (section 352) and agree to comply with all of the following:

- a) Development of internal policies, procedures and controls to prevent Money Laundering or adopt Tio's policies and procedures. **Do you have your own policies and procedures?** Yes ☐ No ☐ If no, you must comply with our policies and procedures. If yes, please send a copy for our records.
- b) Engage an independent auditor to conduct periodic audits of the Company's AML program.
- c) Provide AML training to employees.

2. Compliance with Law.

- a. Reporting. You are required to report and document any suspicious transactions or multiple transactions to the same account or multiple biller accounts that equal or exceed \$2,000 or \$1000 in the State of Arizona and Oklahoma.
- b. BSA. Information regarding the "Bank Secrecy Act & the USA Patriot Act" is included in your welcome kit and is also available upon request from Tio.
- c. Certification. Pursuant to the Tio Anti-Money Laundering Compliance Program, you confirm and acknowledge receiving a link (http://www.fincen.gov/financial_institutions/msb/materials.html) to the following:
 - 1. Money Laundering Prevention Guide
 - 2. Video on Recognizing & Reporting Suspicious Activity Relating to Financial Crimes (available in PayXchange)
 - 3. Bank Secrecy Act – Quick Reference Guide; and
 - 4. Reporting Suspicious Activity – Quick Reference Guide

I, Merchant named below, hereby certify that I received the above link to money laundering prevention guides and agree to review them and will comply with all the rules and regulations pertaining to the Bank Secrecy Act/USA Patriot Act and follow all the procedures outlined in Tio's Anti-Money Laundering Program as a Money Service Business. I am aware that any deviation from Tio's procedure regarding the Anti-Money Laundering Compliance Program may be cause for termination of my agreement with Tio.

Merchant

By: _____
Print name and Title

Date: _____

Signature:  _____

Agent No. _____



Networks

SOFTGATE

GLOBAL
EXPRESS

TRAINING CHECK LIST

BUSINESS NAME _____

DATE _____

CITY _____

STATE _____

Sales Representative

DARRYL NOBLES*By signing below, I certify that I have been trained with the rules for accepting payments*
☐

Deposit each day's cash payments into the business account daily and ensure that has sufficient funds to cover the daily deposit,

☐

Collect funds from the customer before submitting the payment,

☐
Do **not** refund any customer without contacting TIO,
☐

Late payments and shut-off notices should not be accepted, (Just for some companies)

☐

Select the correct biller from the menu (Corrections can take up to 4 weeks and are not guarantee),

☐

Enter the correct account number (Refunds can take up to 4 weeks and are not guarantee),

☐

Give the customer a receipt with the Reference number,

☐

Keep the second copy of the receipt with the bill remittance for at least 5 years (BSA requirement),

☐

TIO is NOT liable for late or any other charges incurred by the customer due to a late payment or incorrect payment.



Proprietor Signature _____

Date _____