CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA ● NOVEMBER 13, 2017

Regular Meeting	City Council Chamber	6:00 PM

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

I. PUBLIC HEARING - STARTS AT 6:00PM

1. Public Notice Alcohol Beverage License -

Application for retail beer/wine liquor, on-premise consumption with food from Laurel Island Links LLC.

2. Public Notice - the City of Kingsland, Georgia Has Received an Application for a One Day Alcohol Beverage License From, "Kingsland Tomorrow" to Serve Alcohol at the Downtown Catfish Festival. Event Will Take Place Downtown Kingsland, Georgia, November 18, 2017. Notice is Hereby Given that a Public Hearing on This Application is Scheduled for Monday, November 13, 2017 at 6:00 PM in the Council Chamber at City Hall, 107 South Lee Street. Formal Consideration of This Application Will Take Place During the Regular Council Session on Monday, November 13, 2017. -

II. CALL TO ORDER AND WELCOME GUESTS

III. INVOCATION AND PLEDGE TO THE FLAG

1. Girl Scout Troop 30580, Pledge to the Flag -

IV. ROLL CALL

Kenneth E Smith Sr	Mayor
Charles Grayson Day Jr.	Mayor Pro Tem
James Ham	City Councilman
Jim McClain	City Councilman
Richard A. Winters	City Councilman

V. CONSENT DOCKET

A. Approve the Council Minutes of the last regular Council Meeting

1. City Council - Regular Meeting - Oct 23, 2017 6:00 PM -

B. Approve the Agenda as Presented
C. Approve the Payments of Accounts Payable as Due and Funds Available

VI. RECOGNITION

1. Swearing in Ceremony for Patrol Officers -

VII. PRESENTATION

1. Presentation by the St. Mary Children's Theatre and request for endorsement -

Lisa Allen representing the St. Marys Children's Theatre will provide a presentation and request Mayor and Council endorsement.

2. Presentation - Laurel Landing HOA Proposed Second Entrance/Exit Road -

The Laurel Landing HOA will present an update on the proposed second entrance/exit point for the Laurel Landing subdivision.

VIII. GRANTING AUDIENCE TO THE PUBLIC

IX. OLD BUSINESS

1. Adoption Of: Ordinance #2017-10 to Amend the Kingsland Code of Ordinances Section 15-49 -

Amendment to the current ordinance prohibiting the discharge of fire arms in the City limits. To allow, under certain circumstances, firearms to be used for the purpose of nuisance beaver abatement.

X. NEW BUSINESS

1. Approval Of: Alcohol Beverage License for Laurel Island Link for Retail Beer/Wine Liquor, On-Premise Consumption with Food. Located at 233 Marsh Harbour Parkway, Kingsland, Georgia 31548. -
2. Approval of: Alcohol Beverage License/Temporary Special Event -

The City of Kingsland Georgia, has received an application for a one day beer/wine license from "Kingsland Tomorrow" to serve beer at the Catfish Festival. Event will take place downtown Kingsland Georgia on November 18, 2017 and proceeds will benefit the Kingsland Tomorrow, a Georgia non-profit.

3. Approval Of: Grant Matching Funds-Hazard Mitigation Assistance Grant Program for Property Acquisition Projects -

FEMA/GEMA Property Acquisition Projects require 15% local match. Projects Kingsland West #1 and Kingsland West #2 are ready for pre-application submittal pending approval of local match. A combination of funding and in-kind labor is available in the current budget for the match. Total project cost for two property acquisitions is $335,940. Funding is a combination of 75% Federal ($251,954), 10% State ($33,594), and 15% Local City Match (Cash $11,087; In-Kind Labor $39,305). *Staff recommends approval.*

4. Certification of Election Results - City Clerk Linda M Oshaughnessy

5. Approval Of: Fire Department Pay Scale -

Approval of Fire Department Pay Scale funded through the allocation of 1 tax mill. Approval and implementation of new pay scale removes and replaces all previous approved fire department pay scales. Effective date will occur on the payroll occurring after approval.

6. Approval Of: Police Department Pay Scale -

Approval of Police Department Pay Scale funded through the allocation of 1 tax mill. Approval and implementation of new pay scale removes and replaces all previous approved police pay scales. Effective date will occur on the payroll occurring after approval.

7. Approval Of: Resolution #2017-15: Allocation of 1 Tax Mill Dedicated to Public Safety -

A Resolution of the City of Kingsland, Georgia allocating the distribution of one (1) Tax Mill dedicated to fund Public Safety Operations including pay scale adjustments and capital outlay purchases. *Staff recommends approval.*

8. Approval Of: Georgia Firefighters Cancer Benefit Program -

Approval of the GMA/GIRMA proposal to provide Lump Sum Cancer and Long-term Disability Insurance Coverage for Kingsland Firefighters as required by HB 146. *Staff recommends approval.*

9. Approval Of: Letter of Commitment for Coastal Pines Technical College Access Road and Water Service -

Approval of a joint letter restating the community commitment for the construction of an access road and the installation of utility infrastructure for Coastal Pines Technical College. *Staff recommends approval*.

10. Approval Of: Resolution 2017-16: Authorizing Intergovernmental Contract with KDA -

A resolution of the City Council of the City of Kingsland, Georgia authorizing the execution, delivery and performance of an intergovernmental contract with the Kingsland Development Authority pertaining to the issuance of a promissory note.

11. Approval Of: Intergovernmental Agreement - City of Kingsland and Kingsland Development Authority -

For the purpose of providing funds for the payment of the principal and interest borrowed under Kingsland Development Authority term loan.

12. Adoption Of: Ordinance #2017-10 -To Amend Water/Sewer Ordinance for RV/Travel Trailer Parks and to Update Solid Waste Fees -

An Ordinance to amend the Water and Sewer Ordinance to establish water, sewer, tap fee, and capital recovery rates for RV/Travel Trailer Parks and to Update Solid Waste Fees. *Staff recommends approval.*

13. Bid Award: 12-Yard Combination Sewer Cleaner -

This item is funded in the water/sewer fund. Staff recommends Adams Equipment Company, Inc. $295,045.00

14. Bid Award: Crossover Hydraulic Excavator -

This item is funded 70% in the general fund and 30% in the water/sewer fund. Staff recommends 2018 Gradall. $266,300.00

15. Bid Award: One 3/4 Ton Pick-Up Truck -

This item is funded 50% in the general fund and 50% in the water/sewer fund to replace the existing vehicle for the department director. Staff recommends Ginn Chrysler Jeep Dodge, $26,960 plus shipping.

XI. MAYOR AND COUNCIL ANNOUNCEMENT

XII. ADJOURNED

Sec. XX-XX-Exceptions.

(a) Nuisance beaver situations may cause an impoundment threatening downstream property, upstream flooding of land, trees or other vegetation killed by flooding, flooding of homes, flooding of highways, and impairment of drainage systems or landowner distress.
(b) When a nuisance beaver situation has been identified, that person shall notify the public works director (PWD) for the City of Kingsland or his/her designee. The PWD or his/her designee will inspect the identified area and render a decision that conditions exists as delineated in paragraph (a).
(c) If conditions exist the (PWD) is authorized to remove the beaver by any means necessary including trapping or shooting the nuisance beaver.
(d) The (PWD) may at his discretion authorize anyone to discharge a weapon to facilitate the removal of the nuisance beaver.
(e) A .22 caliber rifle and pellet rifle will be the only authorized firearm
(f) The PWD may authorize such removal of a nuisance beaver upon easements and rights of way owned by the City.
(g) The PWD and any person authorized by the PWD shall comply with the laws of the State of Georgia, including but not limited to O.C.G.A. section 27-3-62.

Board of County Commissioners

Office of the Grants Manager

P.O. Box 99/200 East 4th Street • Woodbine, GA 31569
Phone: (912) 576.9631 • Fax: (912) 576.5647 • jehaigler@co.camden.ga.us

Memo

To: Kingsland City Council

From: Julie Haigler, Grants Manager

Date: November 13, 2017

Re: Georgia Emergency Management Agency – Hazard Mitigation Grant Program Kingsland West 1 & 2

Purpose:
To request Kingsland City Council approve submittal of Hazard Mitigation Grant to GEMA. The funds will be used to acquire, demolish, and clear flood-prone structures in the City of Kingsland. The property will be designated as open space in perpetuity.

The City commits to provide $39,298 in a combination of cash and in-kind match.

GEMA Hazard Mitigation Grant Program – Kingsland West #1	
Expenditure	Amount
Appraisal	$500
Closing costs	$4,688
Demolition	$22,006
Clearance	$12,104
Acquisition	$117,892
Total Project	$157,190

The City commits to provide $44,688 in a combination of cash and in-kind match.

GEMA Hazard Mitigation Grant Program – Kingsland West #2	
Expenditure	Amount
Appraisal	$500
Closing costs	$5,399
Demolition	$25,025
Clearance	$13,764
Acquisition	$134,062
Total Project	$178,750

"Award-Winning Government"

MATCHING CONTRIBUTION RECONCILIATION

Grant Title: ___**Hazard Mitigation Kingsland West 1**___ **Amount:** $157,190

Project Director: ___**Filiz Morrow/Julie Haigler**___ **Department:** ___

Grant Type (circle one): **Percentage** **In-Kind** **Combination**

	FEDERAL		STATE		COUNTY		CITY		TOTAL
Expenditure Description	Amount	%	Amount	%	Amount	%	Amount	%	Amount
Kingsland West #1	117,892	75	15,719	10			23,579	15	157,190
Total	117,892	75	15,719	10			23,579	15	157,190

Last Revised: 11/07/2017
Grant Manual

MATCHING CONTRIBUTION RECONCILIATION

Grant Title: ____**Hazard Mitigation Kingsland West 2**________________________ ______________ **Amount:** $178,750

Project Director: ________**Filiz Morrow/Julie Haigler**______________________________________ **Department:** __________________________

Grant Type **(circle one):** **Percentage** **In-Kind** **Combination**

Expenditure Description	FEDERAL Amount	FEDERAL %	STATE Amount	STATE %	COUNTY Amount	COUNTY %	CITY Amount	CITY %	TOTAL Amount
Kingsland West # 2	134,062	75	17,875	10			26,813	15	178,750
Total	134,062	75	17,875	10			26,813	15	178,750

Last Revised: 11/07/2017
Grant Manual

CURRENT

Fire Department Pay Scale: Section 207 (k) Police Employee based on 2,922 Annual Hours														
	Pay Grade	Base Wage	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	FD1	$8.99	$9.30	$9.63	$9.97	$10.32	$10.68	$11.05	$11.44	$11.84	$12.25	$12.68	$13.13	$13.58
	FD2	$9.53	$9.86	$10.21	$10.57	$10.94	$11.32	$11.71	$12.12	$12.55	$12.99	$13.44	$13.91	$14.40
Firefighter	FD3	$10.10	$10.45	$10.82	$11.20	$11.59	$12.00	$12.42	$12.85	$13.30	$13.77	$14.25	$14.75	$15.26
Firefighter/EMT	FD4	$10.71	$11.08	$11.47	$11.87	$12.29	$12.72	$13.16	$13.62	$14.10	$14.59	$15.10	$15.63	$16.18
Firefighter/Paramedic	FD5	$11.35	$11.75	$12.16	$12.58	$13.02	$13.48	$13.95	$14.44	$14.95	$15.47	$16.01	$16.57	$17.15
Firefighter Lieutenant	FD6	$12.26	$12.69	$13.13	$13.59	$14.07	$14.56	$15.07	$15.60	$16.14	$16.71	$17.29	$17.90	$18.52
Firefighter Captain	FD7	$13.24	$13.70	$14.18	$14.68	$15.19	$15.72	$16.27	$16.84	$17.43	$18.04	$18.67	$19.33	$20.00

PROPOSED

Fire Department Pay Scale: Section 207 (k) Police Employee based on 2,922 Annual Hours																						
	Pay Grade	Base Wage	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
	FD1	$9.89	$9.99	$10.09	$10.19	$10.29	$10.39	$10.50	$10.60	$10.71	$10.82	$10.92	$11.03	$11.14	$11.26	$11.37	$11.48	$11.60	$11.71	$11.83	$11.95	$12.07
	FD2	$10.48	$10.59	$10.69	$10.80	$10.91	$11.02	$11.13	$11.24	$11.35	$11.47	$11.58	$11.70	$11.81	$11.93	$12.05	$12.17	$12.29	$12.42	$12.54	$12.67	$12.79
Firefighter	FD3	$11.11	$11.22	$11.34	$11.45	$11.56	$11.68	$11.80	$11.91	$12.03	$12.15	$12.28	$12.40	$12.52	$12.65	$12.77	$12.90	$13.03	$13.16	$13.29	$13.42	$13.56
Firefighter/EMT	FD4	$12.22	$12.35	$12.47	$12.59	$12.72	$12.85	$12.98	$13.11	$13.24	$13.37	$13.50	$13.64	$13.77	$13.91	$14.05	$14.19	$14.33	$14.48	$14.62	$14.77	$14.92
Firefighter/Paramedic	FD5	$12.83	$12.96	$13.09	$13.22	$13.36	$13.49	$13.62	$13.76	$13.90	$14.04	$14.18	$14.32	$14.46	$14.61	$14.75	$14.90	$15.05	$15.20	$15.35	$15.51	$15.66
Firefighter Lieutenant	FD6	$13.48	$13.61	$13.75	$13.88	$14.02	$14.16	$14.31	$14.45	$14.59	$14.74	$14.89	$15.04	$15.19	$15.34	$15.49	$15.65	$15.80	$15.96	$16.12	$16.28	$16.44
Firefighter Captain	FD7	$14.15	$14.29	$14.43	$14.58	$14.72	$14.87	$15.02	$15.17	$15.32	$15.48	$15.63	$15.79	$15.95	$16.10	$16.27	$16.43	$16.59	$16.76	$16.93	$17.10	$17.27

CURRENT

Fire Department Pay Scale: Salary Fire Employee based on 2,080 Annual Hours														
Asst. Fire Chief	FD-S35	$52,595.47	$54,436.31	$56,341.58	$58,313.54	$60,354.51	$62,466.92	$64,653.26	$66,916.13	$69,258.19	$71,682.23	$74,191.10	$76,787.79	$79,475.37
	FD-S36	$56,803.11	$58,791.22	$60,848.91	$62,978.62	$65,182.87	$67,464.27	$69,825.52	$72,269.42	$74,798.85	$77,416.81	$80,126.39	$82,930.82	$85,833.40
Fire Chief	FD-S37	$63,051.45	$65,258.25	$67,542.29	$69,906.27	$72,352.99	$74,885.34	$77,506.33	$80,219.05	$83,026.72	$85,932.65	$88,940.30	$92,053.21	$95,275.07

PROPOSED

Fire Department Pay Scale: Salary Fire Employee based on 2,080 Annual Hours																						
	Pay Grade	Base Wage	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
Asst. Fire Chief	FD-S35	$57,855.02	$58,433.57	$59,017.91	$59,608.08	$60,204.17	$60,806.21	$61,414.27	$62,028.41	$62,648.70	$63,275.18	$63,907.94	$64,547.01	$65,192.48	$65,844.41	$66,502.85	$67,167.88	$67,839.56	$68,517.96	$69,203.14	$69,895.17	$70,594.12
	FD-S36	$62,483.42	$63,108.26	$63,739.34	$64,376.73	$65,020.50	$65,670.70	$66,327.41	$66,990.69	$67,660.59	$68,337.20	$69,020.57	$69,710.78	$70,407.88	$71,111.96	$71,823.08	$72,541.31	$73,266.73	$73,999.39	$74,739.39	$75,486.78	$76,241.65
Fire Chief	FD-S37	$69,356.60	$70,050.16	$70,750.67	$71,458.17	$72,172.75	$72,894.48	$73,623.43	$74,359.66	$75,103.26	$75,854.29	$76,612.83	$77,378.96	$78,152.75	$78,934.28	$79,723.62	$80,520.86	$81,326.07	$82,139.33	$82,960.72	$83,790.33	$84,628.23

RESOLUTION NUMBER 2017-15

A RESOLUTION OF THE CITY OF KINGSLAND, GEORGIA ALLOCATING THE DISTRIBUTION OF ONE (1) TAX MILL DEDICATED TO PUBLIC SAFETY

WHEREAS, the City of Kingsland Public Safety departments of Police and Fire request funding of capital outlay needs and salary adjustments for retention purposes; and

WHEREAS, The Kingsland FY 2017-18 Operating Budget is unable to fund necessary capital outlay and salary adjustments under the current operating millage rate; and,

WHEREAS, the City of Kingsland, is a municipality with the levying authority as a political subdivision of this state that exercises its power to levy ad valorem taxes to carry out the governing authority's purposes under O.C.G.A. 48-5-32; and,

WHEREAS, the Mayor and City Council of the City of Kingsland exercise its authority to increase the current millage rate by one (1) millage to dedicate funds for public safety capital outlay and retention needs.

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Kingsland, Georgia for the FY 2017-18 Budget Year one (1) mill will be allocated as follows:

- Police Department will be allocated:
  .39 Mills to fund Salary Increases,
  .14 Mills to fund New Patrol Vehicles; and

- Fire Department will be allocated:
  .33 Mills to fund Salary Increases
  .14 Mills to fund Future Capital Outlay Needs.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL of the City of Kingsland this 13th day of November 2017 with an effective date occurring on the next payroll cycle following approval .

CITY OF KINGSLAND, GEORGIA

By: ______________________________________
Mayor

Attest: ____________________________
City Clerk

This _____ day of ___________________

Georgia Interlocal Risk Management Agency ("GIRMA")

GIRMA Fund A Participation Statement and GIRMA Fund B Election Form

Name of GIRMA Member: ______________________

As stated in Section 6.1 of the Intergovernmental Contract, a GIRMA member must participate in at least one Fund established by the GIRMA Board of Trustees. The Intergovernmental Contract and GIRMA Bylaws apply to all GIRMA members, regardless of the Fund or Funds in which they participate. Terms and conditions specific to a Fund are set forth in the Coverage Description for the Fund.

Fund A Participation Statement: Until January 1, 2018, GIRMA offered only Fund A, which is a combination of property damage, motor vehicle liability and general liability coverage. **As a GIRMA Member who joined GIRMA before January 1, 2018, the entity named above is a member of GIRMA's Fund A.** The Coverage Description for GIRMA provided before January 1, 2018 is also the Coverage Description for Fund A.

Fund B Application Information: GIRMA will establish Fund B on January 1, 2018. Fund B will provide fully-insured lump sum cancer coverage and disability coverage for firefighters that meet the requirements of Georgia law. A coverage description for Fund B will be filed with the Georgia Department of Insurance and made available to Fund B members upon request after approval of membership in Fund B by Georgia Municipal Association, Inc., the Program Administrator for GIRMA, and the insurance carrier.

In order to join Fund B, GIRMA Members in Fund A must complete a Resolution to Add Membership in a GIRMA Fund similar to the sample Resolution attached, and must complete the attached Firefighter Cancer Coverage Application and Participation Agreement. Membership in Fund B is effective when the Application is approved by the Program Administrator and the carrier.

A RESOLUTION TO ADD MEMBERSHIP IN A FUND OF GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY (GIRMA)

WHEREAS, the Public Entity of _________________, located in ____________ County, Georgia ("Public Entity") is a current member of the Georgia Interlocal Risk Management Agency (hereafter GIRMA), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and

WHEREAS, the governing authority of Public Entity is currently a member of a GIRMA Fund and desires to add membership in an additional GIRMA Fund; and

WHEREAS, the governing authority of Public Entity has reviewed the Fund Election Form attached as Appendix A and finds that it is in the best interest of its citizens for Public Entity to be a member of the Funds indicated on the Fund Election Form;

NOW THEREFORE BE IT RESOLVED by the governing authority of Public Entity:

1. The [Insert title of Chief Officer] of Public Entity is authorized to execute the GIRMA Fund Election Form attached as Appendix A on behalf of Public Entity and all documents necessary for membership in the GIRMA Funds elected on the Form.
2. The [Insert title of Chief Officer] of Public Entity is designated as Public Entity's representative to GIRMA.
3. Public Entity may change its representative by making a written request to Georgia Municipal Association, Inc., the Program Administrator for GIRMA.
4. This resolution shall be effective on the date of adoption.

Adopted this ________ day of 20 _____ _[Name of Public Entity]____________

By: _____________________________, _______________

[Print Name of Person Authorized to Sign Resolutions, Title]

Attest: _____________________________, _______________

[Print Name of Person Authorized to Attest, Title]

GEORGIA INTERLOCAL RISK MANAGEMENT (GIRMA)
FIREFIGHTER CANCER COVERAGE APPLICATION AND PARTICIPATION AGREEMENT

Employers eligible to participate in GIRMA (hereinafter a "Participating Employer" or "Employer") shall complete this Application and Participation Agreement in order to purchase firefighter cancer coverage fully insured by The Hartford under the GIRMA Fund B Master Policy for Lump Sum Cancer Benefit or Master Policy for Long-Term Disability (Income Replacement) or under both Policies. Once approved by GIRMA's Program Administrator, the Participating Employer will receive a one-page Schedule of Benefits identifying the purchased coverage(s) and a link to the Policy for the purchased coverage(s), so it may make these available to Eligible Firefighters.

Who Does What?

- GIRMA is the Policyholder of two firefighter cancer coverage policies (together, the "Firefighter Cancer Policies" insured by The Hartford: Lump Sum Cancer Benefit and Long-Term Disability (Income Replacement). These coverages together are designed to meet the requirements of Georgia House Bill 146 (2016-2017), an Act effective January 1, 2018.
- Georgia Municipal Association, Inc., ("GMA") is the Program Administrator for GIRMA. GMA uses information from the Eligible Firefighter census data provided by the Participating Employer to bill for the Firefighter Cancer Policies, and maintains (either directly or through the broker for the Firefighter Cancer Policies) Participating Employers' Application and Participation Agreements.
- Participating Employers are responsible for identifying all Eligible Firefighters, submitting complete and accurate census data to GMA, paying premiums to GMA, communicating with Eligible Firefighters about the coverages it provides, providing the Schedule of Benefits and link to the applicable Policies to Eligible Firefighters, and providing all requested information and documentation to The Hartford when an Eligible Firefighter makes a claim under one or both of the Firefighter Cancer Policies.
- The Hartford evaluates and pays claims under the Firefighter Cancer Policies. All claims for benefits must be submitted to The Hartford. Neither GIRMA nor GMA have any role in claim determination or payment.
- The Hartford provides tax services related to payments under the Long-Term Disability (Income Replacement) Policy.

Definition of Eligible Firefighter: An "Eligible Firefighter" is a recruit or a trained individual who is a full-time employee, part-time employee, or volunteer for a legally organized fire department of a Participating Employer and as such has duties of responding to mitigate a variety of emergency and nonemergency situations where life, property, or the environment is at risk, which may include without limitation fire suppression; fire prevention activities; emergency medical services; hazardous materials response and preparedness; technical rescue operations; search and rescue; disaster management and preparedness; community service activities; response to civil disturbances and terrorism incidents; nonemergency functions including training, preplanning, communications, maintenance, and physical conditioning; and other related emergency and nonemergency duties as may be assigned or required; provided, however, that a firefighter's assignments may vary based on geographic, climatic, and demographic conditions or other factors including training, experience, and ability. A firefighter is an "Eligible Firefighter" as soon as he or she meets the description above, even though coverage under the Firefighter Cancer Policy(ies) does not become effective until completion of a waiting period as set forth in O.C.G.A. § 25-3-23.

Employer Obligations:

- Employer shall not require any kind of contribution from Eligible Firefighters for the coverage(s) provided under the Firefighter Cancer Policies.
- Employer is solely responsible for identifying all Eligible Firefighters (as defined above), keeping an accurate list of all Eligible Firefighters, and providing correct and complete information to GMA.
- Employer shall submit initial Eligible Firefighter census data to GMA in the form requested, and must update this census data as needed in order to ensure that all Eligible Firefighters are identified.
- The Employer's cost for coverage under the Firefighter Cancer Policy(ies) will be based on the most recent census data at the time of billing.
- A claim by an Eligible Firefighter may be denied if the Eligible Firefighter was not timely listed in the census data.
- Employer shall provide the Schedule of Benefits and a link to the applicable Policy(ies) to all Eligible Firefighters at no charge, and shall provide a copy of the applicable Policy(ies) to an Eligible Firefighter upon request.
- If the Policy(ies) are terminated for any reason, Employer shall provide notification of termination to all Eligible Firefighters.
- When a firefighter submits a claim to The Hartford, Employer shall provide The Hartford the information requested so that The Hartford may evaluate the claim, and shall affirm that this information is accurate and complete.

If the Employer is purchasing Long-Term Disability (Income Replacement) coverage, the Employer agrees as follows.

Employer Authorization for Tax Services: By completing this Application and Participation Agreement, Employer authorizes The Hartford to report, withhold and deposit the taxes described below, and agrees to provide The Hartford with accurate and timely information to provide these tax services. Employer acknowledges that The Hartford, GIRMA, and GMA, singularly and collectively, shall have no responsibility for any liability in connection with these tax services that may result from inaccurate, untimely or incomplete information provided by Employer to any of them, including but not limited to fines or penalties.

- The Hartford will withhold and deposit applicable and properly elected additional United States federal income taxes (FIT) and state income tax (SIT) as well as applicable Employee FICA taxes from disability benefits/sick pay. The Hartford will make timely filings with the appropriate United States federal and state agencies. The Hartford will deposit the taxes using The Hartford's tax identification number and will timely notify the Employer of these payments. This notification is provided on the EOB (Explanation of Benefits).
- The Hartford will prepare Forms W-2 for payees and pay the Employer's share of FICA taxes, and submit such forms and payments to the appropriate United States federal and state agencies. The Hartford will postmark by January 31st of each year, or such other date required by law, Forms W-2 containing disability benefits/sick pay information to payees and make information return filings in accordance with Federal and State requirements regarding income tax, Social Security, and Medicare tax. The Hartford will issue Forms W-2 using The Hartford's tax identification number. If the Policy is terminated, The Hartford will continue to provide Forms W-2 and make information return filings for disability benefits/sick pay payments on all claims incurred prior to termination of the Policy.
- The Hartford assumes no responsibility for any other payroll or employment related tax, fee, premium or the like including Federal Unemployment Insurance (FUTA) and State Unemployment Insurance (SUTA), State Disability Insurance, State or Local Occupational Taxes, other jurisdictional taxes such as municipal, city or county taxes, or any Workers' Compensation Tax which may be applicable to the disability benefits The Hartford is paying.
- The Hartford will prepare and deliver to Employer the annual summary reports of benefits paid.

Desired Coverage (See Attached Proposal for Estimated Annual Premiums):

Participating Employer is applying for and agreeing to purchase both the Lump Sum Cancer Benefit & Long Term Disability (Income Replacement) coverages unless either of the following options is checked.

☐ Lump Sum Cancer Benefit Only* OR

☐ Long Term Disability (Income Replacement) Only*

* Alone, this coverage does NOT meet the requirements of HB146.

The coverage elected above automatically renews at each anniversary of the effective date, based on then current premiums established by the Administrator. Coverage may be terminated in accordance with the GIRMA Bylaws rules for termination of membership in a GIRMA Fund.

On behalf of ____________________________ [Name of Participating Employer], ____________ County, Georgia, I submit this Application and Participation Agreement and agree to its terms.

Signature: ____________________________ Date: _____________

Print Name: ___________________ Title: ________________________

APPROVED BY GIRMA PROGRAM ADMINISTRATOR: _________________, Date: ____________

EFFECTIVE DATE OF COVERAGE: __________

GEORGIA FIREFIGHTERS' CANCER BENEFIT PROGRAM

ACCG GEORGIA MUNICIPAL ASSOCIATION

GMA - GIRMA Firefighters' Cancer Benefit Program
Proposal for Coverage

Effective Date: January 1, 2018 **Anniversary Date: January 1**

City Name: City of Kingsland
City FCC ID Number: 0000134
Insurer: Hartford Life and Accident Insurance Company

There are two coverage components required by House Bill 146 (2017) effective January 1, 2018:
1) Lump Sum Cancer Benefit
2) Long-Term Disability (Income Replacement)

The GMA-GIRMA Lump Sum Cancer Benefit and Long-Term Disability (Income Replacement) coverage components are designed to comply with House Bill 146 when purchased together. However, a city is permitted to purchase only one component if desired.

Estimated annual premiums are based on the Eligible Firefighter census data provided by the city. Premiums for Long-Term Disability (Income Replacement) differ based on whether a firefighter is employed or is a volunteer. While the premiums below are estimated annual amounts, the city will be billed on a quarterly basis in an amount that reflects the city's updates to the census.

Component 1: Lump Sum Cancer Benefit – All Firefighters		
Maximum Benefit each diagnosis:	$6,250 (less severe forms of cancer)	
	$25,000 (severe forms of cancer)	
Lifetime Benefit per firefighter:	$50,000	
Lump Sum Cancer Benefit Only - Estimated Annual Premium for All Firefighters:		**$4,940**

Component 2: Long-Term Disability (Income Replacement)		
Employed Firefighters		
Monthly benefit:	60% of pre-disability firefighter earnings	
Maximum monthly benefit per firefighter:	$5,000	
Estimated Annual Premium for Employed Firefighters:		**$2,578**
Volunteer Firefighters		
Monthly Benefit per firefighter:	$1,500	
Estimated Annual Premium for Volunteer Firefighters:		**$228**
Long-Term Disability Only (Income Replacement) – Estimated Annual Premium for All Firefighters:		**$2,806**

Estimated Annual Premium for Components 1 & 2: Lump Sum Cancer Benefit + Long Term Disability (Income Replacement):	**$7,746**

This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later.
This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).

10/19/2017

Attachment: GMA Proposal (1987 : Approval Of: Georgia Firefighters Cancer Benefit Program)

DESCRIPTION OF COVERAGE PROVIDED THROUGH GMA

All legally organized fire departments in Georgia are required by House Bill 146 (2016-2017) to provide certain cancer benefits to their firefighters effective January 1, 2018. GMA has developed a solution for Georgia cities that need this coverage, providing financial protection to firefighters and their families in the event they contract cancer.

INSURER:	The Hartford Life and Accident Insurance Company
COVERAGES PROVIDED:	Lump Sum Cancer & Long Term Disability (Income Replacement)
MASTER POLICYHOLDER:	GMA – Georgia Interlocal Risk Management Agency
ADMINISTRATOR:	Georgia Municipal Association

Who is eligible? An "Eligible Firefighter" is a recruit or a trained individual who is a full-time employee, part-time employee, or volunteer for a legally organized fire department as defined by O.C.G.A. § 25-4-2 after having served 12 consecutive months for such fire department.

CLASS DESCRIPTIONS: Class 1 - Volunteer Firefighters; Class 2 – Employee Firefighters

Lump Sum Cancer Benefit:	**Full-time/Part-time Employees and Volunteers**
Maximum Limit each diagnosis:	$6,250 (less severe forms of cancer as noted in HB 146); $25,000 (severe forms of cancer as noted in HB 146)
Lifetime Benefit per Firefighter:	$50,000
Continuation Rights:	Yes (Enroll within 31 days of termination of eligibility)

Long-Term Disability (Income Replacement)

Elimination Period:	180 Days
Benefit Duration:	3 Years or until released to work as firefighter
Return to Work Incentive:	Included
Integration Method:	Direct with Family Social Security Offset
Pre-Existing Condition Limit:	3 months lookback
Survivor Income Benefit:	3 times last monthly Benefit
Continuation Rights:	Yes (Enroll within 31 days of termination of eligibility)

Benefits:

Volunteer:	$1,500 Monthly Benefit
Full-time/Part-time Employee:	60% of pre-disability earnings as firefighter for Participating Employer Minimum Monthly Benefit: $100 Maximum Monthly Benefit: $5,000

The disability benefits will be reduced by any other income benefits other than those purchased solely by the firefighter as noted by House Bill 146 (2016-2017).

This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).

Questions about this program? Call Willis Towers Watson representatives Lindsey Albright (404.224.5044) or Meghan Murray (404.302.3898) or Stan Deese at GMA (678.686.6221).

10/19/2017

November 1, 2017

Commissioner Gretchen K. Corbin
Technical College System of Georgia
1800 Century Place, Suite 400
Atlanta, Georgia 30345

Re: Access road and Infrastructure for proposed Camden County campus of Coastal Pines Technical College

Commissioner Corbin:

The Camden County Board of Commissioners, along with the cities of Kingsland, St. Marys and Woodbine, are immensely grateful for the recent consideration, received from The Technical College System of Georgia (TCSG), regarding the design and engineering of a new campus of Coastal Pines Technical College to be located in Kingsland. We look forward to partnering with TCSG during the construction of the campus which will serve the residents of southeast Georgia, the military, as well as existing and prospective industries.

Please accept this letter as a statement of our firm commitment to construct the access road and waterline after funding for the construction of the campus has been approved at the State level. At that time, the community will begin in-kind and contracted services to have the road ready for commencement of construction traffic and the installation of the required waterline by October 2018. In the following calendar year we will work as partners with TCSG and their construction team to deliver the finished road, water and sewer necessary to support the completed campus, but not later than November 2019.

The construction of this infrastructure project will require the coordination of both County and City resources, as well as a commitment of shared funds. We all agree that this campus and the valuable education it will offer our citizens is a high priority.

Board of County Commissioners

____
James H. Starline, Chairman

City of St. Marys

____
John Morrissey, Mayor

City of Kingsland

____
Kenneth E. Smith, Sr., Mayor

City of Woodbine

____
Steven Parrott, Mayor

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KINGSLAND, GEORGIA AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF AN INTERGOVERNMENTAL CONTRACT WITH THE KINGSLAND DEVELOPMENT AUTHORITY PERTAINING TO THE ISSUANCE OF A PROMISSORY NOTE.

WHEREAS, the City Council of the City of Kingsland, Georgia (the "**City Council**"), is the governing body of the City of Kingsland, Georgia, a duly created and validly existing municipal corporation of the State of Georgia (the "**City**"); and

WHEREAS, the Kingsland Development Authority (the "**Authority**") is a public body corporate and politic and has been created pursuant to amendments to the Constitution of the State of Georgia contained in Georgia Laws 1962, page 813 and Georgia Laws 1986, page 4365 (collectively, the "**Act**") for the purpose of encouraging and promoting the expansion of industry, agriculture, trade, commerce and recreation in the City and in Camden County; and

WHEREAS, pursuant to the Act, the Authority has the power to (a) buy, acquire, develop, improve, own, operate, maintain, sell and mortgage land, buildings and property of all kinds within the City and without the City, but not beyond the limits of Camden County, Georgia, (b) borrow money and to issue notes and assign any and all of its funds, property and income as security therefor and (c) contract with the City of Kingsland; and

WHEREAS, pursuant to the Act, the City has the power to levy an annual tax, not to exceed one mill, on all taxable property within the City for the support of the Authority and for its use and purposes; and

WHEREAS, the Authority in accordance with the Act previously issued a promissory note to a prior lender (the "**Prior Note**") in order to finance or refinance the design, acquisition, construction and equipping of certain recreational facilities for the benefit of the citizens of the City (the "**Project**"); and

WHEREAS, in order to refinance and satisfy the obligations under the Prior Note, the City has requested that the Authority issue its Promissory Note in the principal amount of $756,573.70 (the "**Note**") in favor of Ameris Bank (the "**Bank**"); and

WHEREAS, the Authority and the City propose entering into an Intergovernmental Contract, dated as of November 1, 2017 (the "**Contract**") pursuant to which the Authority will agree to issue the Note, and the City, in consideration of the services and facilities provided by the Authority and in support of the Authority in accordance with the Act, will agree to (a) pay to the Authority (or its assignee) amounts sufficient to pay the debt service on the Note (the "**Contract Payments**") and (b) pledge to the Authority (or its assignee) an amount, not exceeding one mill on all taxable property within the City to the extent such amount is needed in order to pay the Contract Payments; and

WHEREAS, the Authority will assign its right to receive the Contract Payments to the Bank pursuant to an Assignment dated as of November 1, 2017 (the "**Assignment**");

NOW, THEREFORE, BE IT RESOLVED by the City Council and it is hereby resolved by authority of the same, as follows:

Section 1. **<u>The Prior Note</u>.** The refinancing and satisfaction of the obligations under the Prior Note on behalf of the Authority is a lawful and valid purpose in that this will further develop the public purposes intended to be served by the City.

Section 2. **<u>Authorization of Contract</u>.** The execution, delivery, and performance of the Contract are hereby authorized and approved. The Contract shall be in substantially the form attached hereto as <u>Exhibit A</u>, subject to such minor changes, insertions, or omissions, as may be approved by the person executing the same, and the execution of the Contract by the Mayor or Mayor Pro Tem of the City as hereby authorized shall be conclusive evidence of such approval. The corporate seal may, but need not be, impressed or affixed to the Contract, and the execution of the Contract may, but need not be, attested to by the Clerk. The Contract is by this reference thereto incorporated herein and spread upon the minutes.

Section 3. **<u>Authorization of Assignment</u>.** The execution of the consent to the Assignment by the Mayor or Mayor Pro Tem is hereby authorized and approved.

Section 4. **<u>General Authority</u>.** The proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary or desirable in connection with the execution, delivery, and performance of the Contract.

Section 5. **<u>Actions Approved and Confirmed</u>.** All acts and doings of the proper officers, agents and employees of the City which are in conformity with the purposes and intents of this resolution and the execution, delivery and performance of the Contract are, in all respects, approved and confirmed.

Section 6. **<u>Severability of Invalid Provisions</u>.** If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof or authorized hereunder.

Section 7. **<u>Repealing Clause</u>.** Any and all resolutions or parts of resolutions in conflict with this resolution are hereby repealed, and this resolution shall be of full force and effect from and after its adoption.

Section 8. **<u>Effective Date</u>.** This resolution shall take effect immediately upon its adoption.

SO RESOLVED as of this November 13, 2017.

CITY OF KINGSLAND, GEORGIA

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

Exhibit A

FORM OF CONTRACT

CLERK'S CERTIFICATE

I, the undersigned Clerk of the City of Kingsland, Georgia, DO HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the resolution adopted by the City Council at an open public meeting duly called and lawfully assembled on November 13, 2017, the original of said resolution being duly recorded in the Minute Book of the City, which Minute Book is in my custody and control.

WITNESS, my hand and the official seal of the City of Kingsland, Georgia, this November 13, 2017.

(S E A L)

____
Linda M. O'Shaughnessy, City Clerk

KINGSLAND DEVELOPMENT AUTHORITY

AND

CITY OF KINGSLAND, GEORGIA

INTERGOVERNMENTAL CONTRACT

Dated as of November 1, 2017

The rights and interest of Kingsland Development Authority in this Intergovernmental Contract have been assigned to Ameris Bank as the holder of the Note.

This document was prepared by:
Gray Pannell & Woodward LLP
24 Drayton Street, Suite 1000
Savannah, GA 31401
(912) 443-4040

INTERGOVERNMENTAL CONTRACT

TABLE OF CONTENTS

(This Table of Contents is not a part of the Intergovernmental Contract and is only for convenience of reference.)

THIS INTERGOVERNMENTAL CONTRACT is dated as of November 1, 2017 (this "Contract") and is entered into by and between the KINGSLAND DEVELOPMENT AUTHORITY (the "Authority"), and the CITY OF KINGSLAND, GEORGIA (the "City").

W I T N E S S E T H:

WHEREAS, the Authority is a public body corporate and politic and has been created pursuant to amendments to the Constitution of the State of Georgia contained in Georgia Laws 1962, page 813 and Georgia Laws 1986, page 4365 (collectively, the "Act") for the purpose of promoting and expanding for the public good and welfare of the City of Kingsland and its citizens, industry, agriculture, trade, commerce and recreation within the City of Kingsland; and

WHEREAS, pursuant to the Act, the Authority has the power to (a) buy, acquire, develop, improve, own, operate, maintain, sell and mortgage land, buildings and property of all kinds within the City and without the City, but not beyond the limits of Camden County, Georgia, (b) borrow money and to issue notes and assign any and all of its funds, property and income as security therefor and (c) contract with the City of Kingsland; and

WHEREAS, pursuant to the Act, the City has the power to levy an annual tax, not to exceed one mill, on all taxable property within the City for the support of the Authority and for its use and purposes; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution authorizes, among other things, any county, municipality . . . or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Authority in accordance with the Act previously issued a promissory note to a prior lender (the "Prior Note") in order to finance or refinance the design, acquisition, construction and equipping of certain recreational facilities for the benefit of the citizens of the City (the "Project"); and

WHEREAS, in order to refinance and satisfy the obligations under the Prior Note, the City has requested that the Authority issue its Promissory Note in the principal amount of $756,573.70 (the "Note") in favor of Ameris Bank (the "Bank"); and

WHEREAS, the Authority and the City propose entering into this Contract, pursuant to which the Authority will agree to issue the Note, and the City, in consideration of the services and facilities provided by the Authority and in support of the Authority in accordance with the Act, will agree to (a) pay to the Authority (or its assignee) amounts sufficient to pay the debt service on the Note (the "Contract Payments") and (b) levy an ad valorem property tax in order to pay the Contract Payments; and

WHEREAS, the Authority will assign its right to receive the Contract Payments to the Bank pursuant to an Assignment, dated as of November 1, 2017 (the "Assignment").

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the City, hereto agree as follows:

ARTICLE I.

DEFINITIONS

All capitalized, undefined terms used in this Contract shall have meanings ascribed to them in the Resolution. The following words and phrases shall have the following meanings:

"Assignment" shall have the meaning set forth in the recitals to this Contract.

"Bank" shall have the meaning set forth in the recitals to this Contract and shall include its successors or assigns.

"Contract Payments" means the payments due pursuant to Section 4.2 of this Contract.

"Default" and "Event of Default" mean with respect to any Default or Event of Default under this Contract any occurrence or event specified and defined by Section 6.1 hereof.

"Resolution" means the resolution of the Authority adopted on November 13, 2017, pursuant to which the Note is authorized to be issued.

"State" means the State of Georgia.

ARTICLE II.

REPRESENTATIONS

Section 2.1. Representations of Authority.

The Authority represents as follows:

(a) The Authority is a body corporate and politic, duly created and validly existing under the Act with the power to (i) issue, execute, deliver and perform its obligations under the Note and (ii) execute, deliver and perform its obligations under this Contract.

(b) The Authority has duly adopted the Resolution and authorized the (i) issuance, execution, delivery and performance of its obligations under the Note and (ii) the execution, delivery and performance of its obligations under this Contract. The Note and this Contract have been duly executed by the Authority and are valid, binding and enforceable obligations of the Authority.

(c) No approval or other action by any governmental authority or agency or other person is required to be obtained by the Authority as of the date hereof in connection with the (i) issuance, execution, delivery and performance of its obligations under the Note or (ii) execution, delivery and performance of its obligations under this Contract.

(d) The issuance, execution, delivery and performance of its obligations under the Note and the execution, delivery and performance of its obligations under this Contract do not (i) violate the Act or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the Authority or its property is subject or (ii) constitute a breach of or a default under or any agreement, indenture, mortgage, lease, note or other instrument to which the Authority is a party or by which it or its property is subject.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Authority, threatened against or affecting the Authority (or, to the knowledge of the Authority, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Authority from issuing the Note, (ii) contesting or questioning the existence of the Authority or the titles of the present officers of the Authority to their offices or (iii) wherein an unfavorable decision, ruling or finding would adversely affect the enforceability of the Note or this Contract or the transactions contemplated by this Contract.

(f) The Authority is not (i) in violation of the Act or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the Authority or its property is subject or (ii) in breach of or default under any agreement, indenture, mortgage, lease, note or other instrument to which the Authority is a party or by which it or its property is subject.

(g) The issuance, execution, delivery and performance of its obligations under the Note and the execution, delivery and performance of its obligations under the Contract by the Authority are in accordance with the public purposes expressed in the Act.

Section 2.2. Representations of the City.

The City represents as follows:

(a) The City is a municipal corporation of the State duly created and organized under the Constitution and laws of the State with the power to execute, deliver and perform its obligations under this Contract.

(b) The City has duly authorized the execution, delivery and performance of its obligations under this Contract. This Contract has been duly executed by the City and is a valid, binding and enforceable obligation of the City.

(c) No approval or other action by any governmental authority or agency or other person is required to be obtained by the City as of the date in connection with the execution, delivery and performance of its obligations under this Contract except as shall have been obtained.

(d) The execution, delivery and performance of its obligations under this Contract do not (i) violate the City's Charter or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the City or its property is subject or (ii) constitute a breach of or a default under any agreement, indenture, mortgage, lease, note or other instrument to which the City is a party or by which it or its property is subject.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor) (i) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (ii) wherein an unfavorable decision, ruling or finding would adversely affect the (A) enforceability of this Contract, (B) financial condition or results of operations of the City or (C) the transactions contemplated by this Contract.

(f) The City is not (i) in violation of its Charter or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the City or its property is subject or (ii) in breach of or default under any agreement, indenture, mortgage, lease, note or other instrument to which the City is a party or by which it or its property is subject.

ARTICLE III.

ISSUANCE OF THE NOTE; APPLICATION OF PROCEEDS

Section 3.1. Agreement to Issue the Note

The Authority agrees that it will issue the Note in substantially the form attached hereto as Exhibit A.

Section 3.2. Application of Note Proceeds.

The proceeds from the issuance of the Note shall be used to refinance and satisfy the obligations under the Prior Note.

ARTICLE IV.

EFFECTIVE DATE OF THIS CONTRACT;
DURATION OF TERM; CONTRACT PAYMENT PROVISIONS

Section 4.1. Effective Date of this Contract; Duration of Term.

This Contract shall become effective upon the date of issuance and delivery of the Note. The provisions of this Contract shall continue in effect until the principal of and the interest on the Note shall have been fully paid, but in no event shall the term of this Contract extend for more than fifty (50) years.

Section 4.2. Contract Payments.

(a) To the extent that such amounts in each year do not exceed one mill per dollar upon the assessed value of the taxable property of the City, the City agrees to pay to the Authority (or its assignee or designee) amounts sufficient to enable the Authority to pay all amounts due and owing under the Note, including, but not limited to, the principal of and interest on the Note. The Authority has assigned the Contract Payments to the Bank, and the City consents to such Assignment. The Authority hereby directs the City to make the Contract Payments directly to the Bank in accordance with the Assignment.

(b) In the event the City should fail to make any of the payments required in this Section 4.2, the item or installment so in Default shall continue as an obligation of the City until the amount in Default shall have been fully paid, and the City agrees to pay the same with interest thereon at the rate borne by the Note, to the extent permitted by law, from the date thereof.

Section 4.3. Obligations of the City Hereunder Unconditional.

The obligations of the City to make the payments required in Section 4.2 and other sections hereof and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Authority of any obligation to the City, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the City by the Authority. Until such time as the principal of and interest on the Note shall have been fully paid or provision for the payment thereof shall have been made, the City (a) will not suspend or discontinue any payments provided for in Section 4.2 hereof, (b) will perform and observe all of its other agreements contained in this Contract and (c) will not terminate the Contract for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, any change in the laws of the United States of America or of the State or any political subdivision thereof or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Contract. Nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part herein contained, and in the event the Authority should fail to perform any such agreement on its part, the City may institute such action against the Authority as the City may deem necessary to compel performance so long as such action does not abrogate the obligations of the City contained in the first sentence of this Section.

Section 4.4. Levy for Contract Payments.

The City shall levy an annual tax (not exceeding one mill per dollar upon the assessed value of the taxable property of the City) beginning with calendar year 2018, and from year to year thereafter, on all taxable property located within the boundaries of the City, as now existent and as the same may hereafter be extended, to produce in each calendar year revenues sufficient to fulfill the City's obligations hereunder. In the event that the City does not have sufficient legally available funds to make the Contract Payments, the City shall levy an ad valorem tax, not to exceed one mill, on all taxable property within the City in the amounts necessary to make the Contract Payments. Notwithstanding the foregoing, the City may make the Contract Payments from any legally available funds.

In order for the Authority to meet is repayment obligations with respect to the Note, there is hereby created a lien on any and all revenues realized by the City under and pursuant to the tax levied pursuant to the paragraph above, which lien is superior to any that can hereafter be made.

Section 4.5. Appropriation Obligation.

In order to make funds available to pay the Contract Payments, the City shall in its general revenue, appropriation, and budgetary measures include sums sufficient to timely pay the Contract Payments.

Section 4.6. Enforcement of Obligations.

The obligation of the City to make Contract Payments under this Article may be enforced by (a) the Authority, (b) the Bank or (c) such receiver or receivers as may be appointed pursuant to applicable law. The covenants and agreements hereunder, including specifically the obligation to make the Contract Payments, shall be enforceable by specific performance; it being acknowledged and agreed by the Authority and the City that no other remedy at law is adequate to protect the interests of the parties hereto or the interests of the Bank.

ARTICLE V.

SPECIAL COVENANTS

Section 5.1. Further Assurances and Corrective Instruments.

The Authority and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.

Section 5.2. Authority and City Representatives.

Whenever under the provisions of this Contract the approval of the Authority or the City is required or the Authority or the City is required to take some action at the request of the other, such approval or such request shall be given for the Authority by its designated representative and for the City by its designated representative.

Section 5.3. Financial Statements.

The Authority shall provide a copy of its audited financial statements to the Bank within 180 days of the end of each fiscal year.

Section 5.4. Additional Debt.

The Authority shall not issue any notes, obligations or incur any additional debt (collectively, the "Additional Debt"), other than the Note, unless the amount of money available from the levy of one mill per dollar upon the assessed value of the taxable property in the City for the calendar year during which the proceedings authorizing the issuance of such Additional Debt is adopted (or the immediately preceding calendar year if the tax digest for the City has not been approved at the time such proceedings are adopted) is equal to at least 1.1 times the maximum aggregate annual debt service requirement for any succeeding year on the Note and the Additional Debt proposed to be issued.

Section 5.5. Release and Indemnification Covenants.

(a) To the extent permitted by law, the City hereby agrees to release the Authority from and to indemnify the Authority for any and all liabilities and claims against the Authority arising from the refinancing and satisfaction of the obligations under the Prior Note, including without limitation, (i) any breach or Default on the part of the City in the performance of any of its obligations under this Contract, (ii) any act or negligence of the City or of any of its agents, contractors, servants, employees or licensees, (iii) any act or negligence of any assignee or lessee of the City, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the City or (iv) any material statement or omission by the City in connection with the sale of the Note. Upon notice from the Authority, the City shall defend the Authority in any such action or proceeding.

(b) Any one or more of the parties indemnified in this Section 5.5 shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such parties unless the employment of such counsel has been specifically authorized by the City.

(c) Notwithstanding the foregoing provisions of this Section 5.5, the City shall not indemnify the Authority for any claim or loss arising as a result of the gross negligence or willful misconduct of the Authority, or for any claim that the City is prohibited by law from providing indemnification to the Authority.

(d) For purposes of this Section 5.5, all references to the Authority shall include its present and future directors, officers, members, agent and employees.

(e) The provisions of this Section 5.5 shall survive the termination of this Contract.

ARTICLE VI.

EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default Defined.

The following shall be "Events of Default" under this Contract and the terms "Event of Default" and "Default" shall mean, whenever they are used in this Contract, any one or more of the following events:

(a) Failure by the City to make the payments required to be paid under Section 4.2 hereof.

(b) Failure by the City or the Authority to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) of this Section 6.1, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the defaulting party by the nondefaulting party, unless the nondefaulting party shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the defaulting party within the applicable period and is being diligently pursued until the Default is corrected.

(c) Any representation or warranty made in this Contract shall be found untrue.

Section 6.2. Remedies on Default.

Whenever any Event of Default referred to in Section 6.1 hereof shall have happened and be continuing, the nondefaulting party or the Bank may take any action and pursue any remedy available under the laws of the State, including, without limitation, bringing an action for specific performance pursuant to Section 4.6 hereof.

Section 6.3. No Remedy Exclusive.

No remedy herein conferred or conferred in the Resolution is intended to be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or the Resolution or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to exercise any remedy, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Article.

Section 6.4. Agreement to Pay Attorneys' Fees and Expenses.

In the event the City should Default under any of the provisions of this Contract and the Authority or the Bank should employ attorneys or incur other expenses for the collection of payments or the enforcement of performance or observance of any obligation or agreement on the part of the City herein contained, the City agrees that it will on demand therefor pay to the Authority or the Bank the reasonable fee of such attorneys and such other reasonable expenses so incurred by the Authority or the Bank.

Section 6.5. No Additional Waiver Implied by One Waiver.

In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VII.

MISCELLANEOUS

Section 7.1. Notices.

All notices, certificates or other communications hereunder shall be given by hand delivery, overnight mail or registered mail, postage prepaid.

Section 7.2. Binding Effect; Third Party Beneficiary.

This Contract shall inure to the benefit of and shall be binding upon the Authority and the City and their successors and assigns. The Bank shall be a third-party beneficiary hereof. No other party is a beneficiary of this Contract.

Section 7.3. Severability.

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

Section 7.4. Amendments, Changes and Modifications.

This Contract may not be effectively amended, changed, modified, altered or terminated except as provided in the Resolution.

Section 7.5. Execution in Counterparts.

This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.6. Applicable Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Georgia.

Section 7.7. Captions.

The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Contract.

Section 7.8. No Personal Recourse.

No personal recourse shall be had for any claim based on this Contract against any member, officer or employee of the Authority or the City in his or her individual capacity.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their corporate names by duly authorized officers and have caused their seals to be impressed hereon, all as of the date first above written.

KINGSLAND DEVELOPMENT AUTHORITY

(SEAL)

By:____
Chairperson

Attest:

By:____________________________
Secretary

CITY OF KINGSLAND, GEORGIA

(SEAL)

By:_______________________________________

Mayor

Attest:

By:___________________________

Clerk

EXHIBIT A

Form of Note

ORDINANCE 2017-____
CITY OF KINGSLAND, GEORGIA
TO AMEND WATER AND SEWER ORDINANCE – 2016-06

Deleted: 6
Deleted: 06
Deleted: 2015-07

AN ORDINANCE TO AMEND THE WATER AND SEWER ORDINANCE TO ESTABLISH WATER, SEWER, TAP FEES, AND CAPITAL RECOVERY RATES FOR RV/TRAVEL TRAILER PARKS and to UPDATE SOLID WASTE FEES.

Deleted: AN
Deleted: ESTABLISHING
Deleted: AND/OR
Deleted: REMOTE READ OPT-OUT PROGRAM, CONNECTION FEES FOR 5 6" METERS, CLARIFYING WATER AN SEWER CHARGES FOR VARIOUS BUS TYPES , AND FOR OTHER PURPOSES:

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

SECTION 1. RATE SCHEDULE:

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

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

WATER RATE SCHEDULE INSIDE CITY:

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

COMMERCIAL WATER RATE SCHEDULE INSIDE CITY:

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

WATER RATE SCHEDULE OUTSIDE CITY:

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

COMMERCIAL WATER RATE SCHEDULE OUTSIDE CITY:

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

WATER RATE SCHEDULE FOR CHURCHES:

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

UNIT RATE HOTEL/MOTEL WATER RATE SCHEDULE:

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

UNIT RATE RV/TRAVEL TRAILER PARK WATER RATE SCHEDULE:

CONSUMPTION	Up to--	MONTHLY CHARGE
0 gallon	0 gallon	$ 6.93 - minimum
1 gallon	6,000 gallons	$ 2.13 - per 1,000 gals
Over 6,000 gallons----------------------------		$ 2.47 - per 1,000 gals

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

SEWER RATE SCHEDULE INSIDE CITY:

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

SEWER RATE SCHEDULE COMMERCIAL INSIDE CITY:

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

SEWER RATE SCHEDULE OUTSIDE CITY:

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

SEWER RATE SCHEDULE COMMERCIAL OUTSIDE CITY:

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

UNIT RATE HOTEL/MOTEL SEWER RATE SCHEDULE:

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

UNIT RATE RV/TRAVEL TRAILER PARK SEWER RATE SCHEDULE:

CONSUMPTION	Up to--	MONTHLY CHARGE
0 gallon	0 gallon	$ 6.93 - 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.
6. Recurring monthly charge will begin once the City completes phases I & II of the smart meter technology project. Completion date to be determined by the City Manager.

SOLID WASTE COLLECTION FEE SCHEDULE INSIDE CITY:

RESIDENTIAL:	MONTHLY PER CAN	$ 13.25
COMMERCIAL:	MONTHLY LIGHT COMMERCIAL PER CAN	$ 81.00
	MONTHLY ULTRA LIGHT COMMERCIAL PER CAN	$ 41.00

Deleted: 12.25

Deleted: MONTHLY REGULAR PER CAN . $200.00¶

Deleted: 75.00

Deleted: 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:

CONNECTION FEE INSIDE CITY:	FEE PLUS METER:
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

CONNECTION FEE OUTSIDE CITY:	FEE PLUS METER:
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:

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
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
COIN LAUNDRY		
PER MACHINE	400	$ 800.00
COMMERCIAL LAUNDRY		
PER MACHINE	640	$1,536.00

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		
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
PER SEAT W/O DRIVE-IN	25 (minimum $2,000)	$ 50.00
RV/TRAVEL TRAILER PARKS per unit	150	$ 724.00
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
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.

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
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
COIN LAUNDRY		
PER MACHINE	400	$ 800.00
COMMERCIAL LAUNDRY		
PER MACHINE	640	$1,536.00
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	$ 6,000.00
MOTEL, HOTEL, RV Park & Apts. PER UNIT 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	$ 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
PER SEAT W/O DRIVE-IN	25 (minimum $2,000)	$ 50.00
RV/TRAVEL TRAILER PARKS	150	$ 724.00

per unit

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
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:

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.

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.

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 28h day of November 2016.

THE CITY OF KINGSLAND

BY:___________________________________
Kenneth E. Smith, Sr, Mayor

ATTEST:
____
Linda O'Shaughnessy, City Clerk

City of Kingsland
RFP #COK 17-001
12-Yard Combination Sewer Cleaner
Thursday, November 2, 2017

Vendor	Year	Make	Model	ETA	Cost	Add'l Info
Environmental Equiment Products of GA	2014	International	7500 SBA	N/A	$260,000	39,068 Miles; 4,135 Hours
Adams Equipment Co. Inc.	2017	Vac-Con 2017 Freightliner 114 SD Chassis	V312E/1300 LHA	45 Days	$295,045	Cost includes optional lateral kit $2,465; rear hydraulic pump $9,844; water drain gate valve assembly $228; hose footage counter $448.
Environmental Equiment Products of GA	2019	Freightliner	114 SD	120-180 Day	$302,870	
P & H Supply Co., Inc.	2018	Sewer Equipment Co. of America	900-ECO	120-180 Days	$313,965	
Jet Vac Equipment Co. LLC	2018	Aquatech/Freightliner	F12/1150	180-210 Days	$325,806	Cost includes optional lateral kit $5,890.00
Wastebuilt	2018	Freightliner/SuperProducts	114SD/Camel 1200 TTD	150-230 Days	$336,993	

City of Kingsland
RFP #COK 17-002
Crossover Hydraulic Excavator
Thursday, November 2, 2017

Vendor	Year	Make	Model	ETA	Cost	Optional-50" Rotary Mower	Total Cost with Optional Equipment
Tractor & Equipment Co.	2016	Gradall	D154	Approx. 50 Hours In stock-Subject to availabity	$263,300.00	$14,244.00	$277,544.00
Tractor & Equipment Co.	2018	Gradall	D154	90-120 Days	$266,300.00	$14,244.00	$280,544.00
Great Southern Equipment	2017	Gradall	D154	30 Days	$288,401.00	$12,250.00	$300,651.00

City of Kingsland
RFP #COK 18-003
2016/2017/2018 3/4 Ton Pick-Up Truck
Thursday, November 7, 2017

Vendor	Year	Make	Model	ETA	Cost	Notes
Ginn Chysler-Jeep-Dodge	2018	Dodge Ram 2500	Tradesman 4X4 Crew Cab 6'4" Box DJ7L9	84-98 days	$26,960.00	Add shipping charge of $350.00
Jacky Jones Ford	2018	Ford	F250-Crew Cab	56-70 days	$29,350.00	
Hardy Chevrolet	2018	Chevrolet	Silverado 2500	84-98 days	$30,912.00	
Nimnicht Chevrolet	2018	Chevrolet	Silverado	42-49 days	$31,180.00	
Brannen Motor Company	2018	Ford	F250 XLT	84 days	$33,537.00	Price good until 11/30/17
Bennett Chevrolet	2018	Chevrolet	2500 HD Crew 4x4	42-56 days	$35,000.00	
Paul Clark Ford	2017	Ford	F250	3 days	$35,100.00	