



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • FEBRUARY 12, 2018

Regular Meeting

City Council Chamber

6:00 PM

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

I. CALL TO ORDER AND WELCOME GUESTS

II. INVOCATION AND PLEDGE TO THE FLAG

1. Girl Scout Troop 30550, Pledge to the Flag -

III. ROLL CALL

Kenneth E Smith Sr
James McClain
Charles Grayson Day Jr.
James W Galloway
Michael J McClain

Mayor
Mayor Pro Tem
Councilman
Councilman
Councilman

IV. CONSENT DOCKET

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

V. GRANTING AUDIENCE TO THE PUBLIC

VI. PLANNING AND ZONING

1. Final Plat, Fairways Edge -
Planning Commission recommends approval.
2. Preliminary Plat Georgia Isles, EPIC -
Planning Commission recommends approval.

VII. OLD BUSINESS

VIII. NEW BUSINESS

1. Approval Of: Professional Services Agreement Between the City of Kingsland and David E. Amos, Architect, L.L.C. -

Staff recommends approval.

2. Approval Of: Bid Award for Financing 2018 Gradall D154 Excavator -

Principal amount of \$266,300 over 60 months at a fixed interest rate. *Staff recommends low bid, City National Bank, at 2.60%.*

3. Approval Of: Resolution #2018- : Authorizing Master Equipment Lease for 2018 Gradall D154 Excavator -

A resolution of the City of Kingsland, Georgia authorizing the execution and delivery of a master equipment lease purchase agreement with respect to the acquisition, purchase, financing, and leasing of certain equipment or capital items for the public benefit; authorizing the execution of delivery of documents required in connection therewith; and authorizing all other actions necessary to the consummation of the transactions contemplated by this resolution. *Staff recommends approval.*

4. Approval Of: Resolution of Modification of GEFA DW2016017 Loan -

Modification of Loan Document Exhibit A to change completion date from September 2017 to April 2018. *Staff recommends approval.*

5. Approval Of: 2018 Section 125 Premium Only Plan Adoption Agreement -

Adoption agreement for the employee group benefits Section 125 cafeteria plan to allow for the conversion of taxable salary into non-taxable benefits by deducting benefit premiums before taxes are calculated. Plan year is April 2018 through March 2019. *Staff recommends approval.*

6. Approval Of: 2018 Section 125 POP Plan Resolution -

Approval of the Certificate of Resolution for the employee benefit section 125 cafeteria plan for plan year 2018-2019. *Staff recommends approval.*

7. Cancellation Of: February 26, 2018 Council Meeting Due to Atlanta Fly-In -

IX. MAYOR AND COUNCIL ANNOUNCEMENT

X. ADJOURNED

PROFESSIONAL SERVICES AGREEMENT

INDEFINITE DELIVERY, INDEFINITE QUANTITY OF SERVICES

This agreement is made and entered into by and between the City of Kingsland, a municipal corporation created under the laws of the State of Georgia acting by and through its Mayor and City Council, hereinafter referred to as the "CITY" and David E. Amos, Architect, L.L.C. of 613A Beachview Drive, St. Simons Island, Georgia, hereinafter referred to as the "CONSULTANT".

The CITY agrees to engage the CONSULTANT for professional services on an as needed/when needed basis, such work collectively referred to as the "SERVICES" for the base period of one (1) year from the date of the agreement with three (3) option periods not to exceed one (1) year each.

The scope of SERVICES to be provided by the CONSULTANT will be determined on a project specific basis by way of a written document signed by both parties defining such work and detailing the reimbursement conditions for each project.

SERVICES are to be reimbursed on an hourly fee basis and reimbursement will be based on the CONSULTANT'S current professional fee schedule, as attached to the written document setting for the services to be performed, plus reimbursable expenses as incurred by the CONSULTANT and agreed to by the CITY.

General Provisions:

1. Reuse of Documents:
 - A. All original documents, including but not limited to, drawings, sketches, specifications, maps, as-built drawings, reports, etc. that result from the CONSULTANT'S service will remain the property of the CONSULTANT. A copy of as-built drawing and engineering reports shall be furnished by the CONSULTANT to the CITY upon completion of all work on projects designed by CONSULTANT and CITY may use any such original documents, but only for purposes of city operations.
 - B. Photographs of any completed project embodying the services of the CONSULTANT may be made by the CONSULTANT and shall be considered as its property, and may be used for publication.
2. Performance:

- A. CONSULTANT shall not be considered in default in performance of its obligations if performance of such obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation or by subcontractors, or by any other similar cause or causes beyond the reasonable control of CONSULTANT. Time of performance of CONSULTANT'S obligations shall be extended in writing by time periods reasonably necessary to overcome the effects of such major occurrences.
- 3. Professional Standards:
 - A. All work performed by CONSULTANT will be in accordance with its professional standards and in accordance with all applicable government regulations. CONSULTANT will exercise its best efforts to obtain all government approvals contemplated under this Agreement. However, CONSULTANT does not warrant or represent that any government approval will be obtained.
- 4. Opinions of Cost:
 - A. The CONSULTANT does not have control over the cost of labor, materials, equipment, or services furnished by others or over methods of determining prices, or over competitive bidding, or market conditions and, therefore, any opinions as to costs including, but not limited to, opinions as to the cost of construction and materials shall be made on the basis of experience and qualifications and represent the best judgment as an experienced and qualified CONSULTANT, familiar with the construction industry.
 - B. The CONSULTANT cannot and does not guarantee that proposal, bids, or actual costs will not vary from opinions of probable costs.
- 5. Termination:
 - A. This agreement may be terminated by either party upon fourteen (14) business days written notice in event of the substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
 - B. For the purposes of this Agreement, the failure to pay any invoice submitted by the CONSULTANT within ninety (90) days of the date of the invoice shall be considered a substantial failure.
 - C. In the event of any termination, CONSULTANT shall be paid in full for all services rendered to the date of termination including all reimbursable expense.
- 6. Liability:
 - A. The CONSULTANT is protected by Professional Liability Insurance in the amount of Five Hundred Thousand/One Million

Dollars (\$500,000/\$1,000,000) and will furnish a certificate of insurance upon request.

- B. The CONSULTANT agrees to hold the CITY harmless from loss, damage, injury, or liability arising solely from the negligent acts or omissions of the CONSULTANT, its employees, agents, subcontractors, and their employees and agents, but only to the extent that the same is actually covered and under the foregoing policies of insurance. CONSULTANT shall earnestly participate in processing of any insurance claims.
- C. If the CITY requires increased insurance coverage, the CONSULTANT will, if specifically directed by the CITY, secure additional insurance obtained at the CITY'S expense.
- D. CITY agrees that CONSULTANT'S liability to CITY and all construction and professional contractors and subcontractors employed directly or indirectly by CITY, due to or arising from CONSULTANT'S services under this Agreement or because of the relation hereby of the CONSULTANT, its agents, employees, or subcontractors, or otherwise, is and shall be limited to CONSULTANT'S total fees under this agreement.
- E. CITY agrees that CONSULTANT shall have no liability to CITY, or any person or entity employed directly or indirectly by CITY in the project for damages of any kind from services rendered by CONSULTANT relating to the testing, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing of pollutants, whether or not, caused by the negligence of CONSULTANT.

7. CITY's Obligations:

- A. CITY shall provide CONSULTANT with all data, studies, surveys, plats, and all other pertinent information concerning any Project.
- B. CITY shall designate a person to act on the authority on CITY'S behalf with respect to all aspects of any Project. In the absence of any express designation, the City Manager shall be the default designee.
- C. CITY shall be responsible for all processing fees and assessments required for the completion of any Project.
- D. CITY shall provide CONSULTANT access to any Project site at reasonable times upon reasonable notice.

8. Payments and Invoicing:

- A. Invoices will be submitted monthly for services rendered and expenses incurred pursuant to this Agreement during the prior month. Payment of such invoice will be due upon presentation.
- B. Invoicing for SERVICES provided on an hourly fee basis: Reimbursement will be based on the CONSULTANT'S current

- professional fee schedule, plus reimbursable expenses as incurred by the CONSULTANT. Refer to "Exhibit A" and "Exhibit B".
- C. Any dispute concerning the accuracy of any invoice, the CITY shall within ten (10) business days from the date of the invoice, notify CONSULTANT in writing stating the exact nature and amount of the dispute.
 - D. Any invoice that is not in question within fourteen (14) business days shall be deemed due and payable.
 - E. In the event that a portion of an invoice is dispute within fourteen (14) business days, the CITY shall be obligated to pay the undisputed portion of the invoice.
 - F. If the City fails to make payment due to the CONSULTANT for services and expenses within forty five (45) days from the date of the invoice, the CONSULTANT may, after seven (7) days written notice to the CITY, suspend services under this Agreement until the account has been paid in full.
 - G. In the event any invoice or any portion thereof remains unpaid for more than sixty (60) days from the invoice date, the CONSULTANT may, following seven (7) days written notice to the CITY, initiate legal proceedings to collect the amount due and recover, in addition to all amounts due and payable, including accrued interest and costs.
9. Consultants Professional Fee Schedule:
 - A. Refer to "Exhibit A", as may be amended.
 10. Reimbursable Expenses:
 - A. Refer to "Exhibit B", as may be amended.

As to CONSULTANT:

David E. Amos, Architect, L.L.C.
613A Beachview Drive
St. Simons Island, Georgia

As to CITY:

City of Kingsland
P. O. Box 250
Kingsland, Georgia 31548

Name: David E. Amos

Name: Kenneth E. Smith, Sr.

Title: Architect

Title: It's Mayor

Signature: _____

Attest: _____

Its Clerk

Date: _____

Date: _____

Attachment: Amos Contract (2079 : Approval Of: Professional Services Agreement)

EXHIBIT A**CONSULTANT'S PROFESSIONAL FEE SCHEDULE****HOURLY RATES**

Principal Architect	\$200
Project Architect	\$150
AutoCAD Draftsman I	\$ 85
AutoCAD Draftsman II	\$ 60
Administrative/Clerical	\$ 45

Reimbursable Expenses:

Reimbursable expenses will be billed at direct cost plus 15%. Applicable items include printing, blueprints, copies, photography, delivery services, laboratory testing, engineering services, surveying services, landscape design services, and mileage.

EXHIBIT B

Direct Expenses	Cost per Unit
Photographic Copies:	
Color Copies:	
A. 8.5" x 11"	\$ 1.00
B. 8.5" x 14" or 11" x 17"	\$ 1.50
C. 24" x 36"	Current Commercial Rate
Black and White Copies:	
A. 8.5" x 11" or 8.5" x 14"	\$ 0.10
B. 11" X 17"	\$ 0.15
C. 24" x 36" Blueline	Current Commercial Rate
D. 24" x 36" Backline	Current Commercial Rate
Reproducible Copies:	
A. Up to 24" x 36"	Current Commercial Rate
B. 24" x 36"	Current Commercial Rate
C. 36" x 42"	Current Commercial Rate
Postage:	Current US Postal Rates
Overnight Packages/ Courier and Delivery Service	Current FedEx or UPS Rates.
Mileage:	Current IRS Rate

City of Kingsland
 Financing for 2018 Gradall D154 Excavator
 Thursday, February 1, 2018

Financial Institution	Principal	Interest Cost	Loan Fee, Other Costs	Prepayment Penalty	Interest Rate	Fixed/ Variable	Term	Monthly Payment	Amortization Schedule
City National Bank	\$266,300.00	\$17,972.20		None	2.60%	Fixed	5 Year	\$4,737.87	X
SunTrust	\$266,300.00	\$20,377.92	\$250.00	None	2.94%	Fixed	5 Year	\$4,777.97	X
Ameris Bank	\$266,300.00	\$23,823.40		None	3.38%	Fixed	5 Year	\$4,835.49	X
BB&T	\$266,300.00	\$25,729.00		None	3.69%	Fixed	5 Year	\$4,867.15	X
*Pineland									
*Southeastern Bank									
*GMA									
*Coastal Bank of Georgia									

*NO BID SUBMITTED

A RESOLUTION OF THE CITY OF KINGSLAND, GEORGIA. AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT OR CAPITAL ITEMS FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the City of Kingsland, a body politic and corporate duly organized and existing as a political subdivision of the State of Georgia (the "Lessee"), is authorized by the laws of the State of Georgia to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire, finance and lease certain equipment with a cost not to exceed \$ 266,300 constituting personal property necessary for the Lessee to perform essential governmental functions (the "Equipment"); and

WHEREAS, the Lessee proposes to enter into that certain Master Lease Purchase Agreement and Schedule No. 1 thereto (the "Lease"), with City National Capital Finance, Inc. (or one of its affiliates) (the "Lessor"), the form of which has been available for review by the governing body of the Lessee prior to this meeting; and

WHEREAS, the Equipment is essential for the Lessee to perform its governmental functions; and

WHEREAS, the funds made available under the Lease will be deposited with pursuant to the terms of that certain Escrow Agreement, among the Lessee, the Lessor and an escrow agent satisfactory to the Lessor and the Lessee (the "Escrow Agreement"; and together with the Lease, the "Financing Documents") and will be applied to the acquisition of the Equipment in accordance with said Escrow Agreement; and

WHEREAS, the Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Financing Documents and any other documentation necessary, convenient or appropriate for the purpose of the financing the Equipment on the terms and conditions described therein;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE LESSEE AS FOLLOWS:

Section 1. The Lessee is hereby authorized to execute and deliver the Financing Documents with principal components of rental payments in an aggregate amount not to exceed \$266,300.

Section 2. The Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The City Manager of the Lessee and any other officer of the Lessee with the power to execute contracts on behalf of the Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Financing Documents and any and all instruments, documents and certificates which may be required by or provided for in the Financing Documents or as may otherwise be required for or necessary, convenient or appropriate to the

financing described in this resolution together with any changes, insertions and omissions therein as may be approved by the officers who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The City Clerk of the Lessee and any other officer of the Lessee with the power to do so be, and each of them hereby is, authorized to affix the official seal of the Lessee to the Financing Documents and attest the same.

Section 3. The proper officers of the Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

Section 4. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), the Lessee hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

Section 5. Nothing contained in this resolution, the Lease nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this resolution, the Lease or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Lease are special limited obligations of the Lessee as provided in the Lease.

Section 6. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. This resolution shall take effect immediately.

Adopted and approved by the governing body of the Lessee this 12th day of 2018.

CITY OF _____

[SEAL]

By: _____
Name: Lee Spell.
Title: City Manager

ATTEST:

By: _____
Name: Linda O'Shaughnessy
Title: City Clerk

EXHIBIT F

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: CITY OF KINGSLAND

Loan Number: DW2016017

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

WHEREAS, the Borrower has borrowed **\$1,600,000** from the Georgia Environmental Finance Authority (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated **OCTOBER 11, 2016**, between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated **SEPTEMBER 15, 2016**, of the Borrower; and

WHEREAS, the Borrower and the Lender have determined to amend and modify the Note and the Loan Agreement, pursuant to the terms of a Modification of Promissory Note and Loan Agreement (the "Modification") between the Borrower and the Lender, the form of which has been presented to this meeting;

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

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

(Signature of Person to Execute Documents)

(Print Title)

(Signature of Person to Attest Documents)

(Print Title)

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

Date: _____

Secretary/Clerk

(SEAL)

Attachment: DW2016017 Modification Resolution (2086 : Approval Of: Resolution of Modification of GEFA DW2016017 Loan)

Adoption Agreement (2018)

For City of Kingsland

Section 125 Premium Only Plan

The undersigned Employer amends the Premium Only Plan for those Employees who shall qualify as Participants hereunder. It shall be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

1. **Name of Employer: City of Kingsland**
2. **Effective Date:** This Amended Premium Only Plan shall be effective as of **April 1, 2018**.
3. **Effective Date of Original Plan:** This Premium Only Plan was originally effective April 1, 2008.
4. **Plan Year:** The Amended Plan year shall begin on **April 1, 2018**, and end on **March 31, 2019**. Future plan years will be based on the same twelve-month period beginning each **April 1** and ending each **March 31**.
5. **Plan number: 520**
6. **Employer's Principal Office:** This Premium Only Plan shall be governed under the laws of the:
 - a. ☒ State of Georgia
 - b. ☐ Commonwealth of
7. **Benefits:** All the benefits listed below are included in this plan whether or not you currently offer them:
 - **Health Plan.** Premiums that are payroll deducted on a pre-tax basis may include low-deductible or high-deductible medical insurance, dental insurance, vision care, critical illness insurance, accidental death/dismemberment (ADD) insurance, hospital indemnity and/or cancer insurance. Individually-owned policy premiums may not be paid with pre-tax dollars through the Premium Only Plan.
 - **Group-Term Life Insurance up to \$50,000.** The \$50,000 limit must include any employer-provided group-term life insurance coverage. For example, if the employer provides \$20,000 of group-term life insurance for employees, then participants in the POP can payroll deduct premiums on a pre-tax basis for up to \$30,000 of additional coverage.
 - **Disability Plan.** Short-term and long-term disability policies. If payroll deducted on a pre-tax basis, any future benefits received will be taxable to the employee.
 - **Health Savings Account (HSA).** Allows employees to make contributions by pre-tax payroll deduction to their individually-owned HSA. Employers may also make contributions to the employee's HSA plan on each employee's behalf, in the manner set forth in the Plan.

by _____
City of Kingsland

Certificate of Resolution (2018)

For City of Kingsland

Section 125 Premium Only Plan

Plan Year Ending March 31, 2019

The undersigned Secretary or Principal of **City of Kingsland** (the Employer) hereby certifies that the following resolutions were duly adopted by the board of directors of the Employer on **April 1, 2018**, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of Amended Section 125 Cafeteria Plan effective **April 1, 2018**, presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the amended Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the proper officers of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the amended Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that true copies of the Adoption Agreement, Plan Document, and the Summary Plan Description, approved and adopted in the foregoing resolutions, are attached herewith.

By _____
Secretary/Principal

Attachment: 2018 Section 125 POP Plan Resolution (2088 : Approval Of: 2018 Section 125 POP Plan Resolution)